

**PETITION TO AMEND THE
BOUNDARIES OF
ESPLANADE LAKE CLUB
COMMUNITY
DEVELOPMENT DISTRICT**



Submitted by:

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(850) 692-7300 (telephone)
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**BEFORE THE COUNTY COMMISSION OF
LEE COUNTY, FLORIDA**

**PETITION TO AMEND THE BOUNDARIES OF
ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT**

Petitioner, Esplanade Lake Club Community Development District, a unit of special-purpose local government established pursuant to the provisions of Chapter 190, Florida Statutes, and Lee County Ordinance No. 18-21, as amended by Ordinance No. 20-10, and located entirely within the boundaries of Lee County, Florida (“District”), hereby petitions the Lee County Board of County Commissioners, pursuant to the “Uniform Community Development District Act of 1980,” Chapter 190, Florida Statutes, and specifically Sections 190.046 and 190.005, Florida Statutes, to adopt an amendment to Ordinance No. 18-21, as modified by Ordinance No. 20-10, to add approximately 46.293 acres to the District. In support of this petition, the District states:

1. Location and Size. The District is located entirely within Lee County, Florida (“County”). **Exhibit 1** depicts the general location of the existing District. The District currently covers approximately 797.081 acres of land and is located south of Alico Road, north of Miromar Lakes Parkway and east of Ben Hill Griffin Parkway. The current metes and bounds description of the external boundary of the District is set forth in **Exhibit 2**. The metes and bounds of the lands to be added to the District (“Expansion Parcels”) which comprise approximately 46.293 acres are set forth in **Exhibit 3**. Subsequent to the proposed amendment of the District, the District will encompass approximately 843.374 acres in total. **Exhibit 4** contains the metes and bounds description of the District boundary, as amended (“Amended District”). **Exhibit 5** depicts the general location of the Amended District.

2. Excluded Parcels. There are no parcels within the external boundary of the Amended District which are to be excluded.

3. Landowner Consent. Petitioner has obtained written consent to amend the boundary of the District from the owners of one hundred percent of property subject to the proposed amendment. Documentation of this consent is contained in **Exhibit 6**. The favorable action by the Board of Supervisors of the District, as reflected in Resolution 2023-23 at **Exhibit 7**, constitutes consent for all other lands pursuant to Section 190.046(1)(f), Florida Statutes.

4. Board Members. The five persons designated by the Ordinance as the original Board of Supervisors met and scheduled an election of the landowners as required by Section 190.006, Florida Statutes. The current members of the Board of Supervisors of the District are Charles Cook, Brian Keller, Rebekah Norton, Valerie McChesney, and a vacant seat.

5. Future Land Uses. The designation of future general distribution, location, and extent of the public and private land uses proposed for the Amended District by the future land use plan elements of the local government comprehensive plan are shown on **Exhibit 8**. Amendment of the District in the manner proposed is consistent with the adopted local government comprehensive plan.

6. Major Water and Wastewater Facilities. **Exhibit 9** shows the existing and proposed major trunk water mains and sewer interceptors and outfalls to be included within the Amended District, as well as the proposed drainage patterns for lands within the Amended District. **Exhibit 9** also includes a letter from Lee County Utilities confirming the availability of water and wastewater service for the lands within the Amended District.

7. District Facilities and Services. **Exhibit 10** describes the type of facilities District presently expects to finance, construct, acquire and/or install, as well as the anticipated owner and entity responsible for maintenance. The estimated costs of constructing the infrastructure serving lands within the Amended District are also identified in **Exhibit 10**. Currently, these improvements are estimated to be made, acquired, constructed, and/or installed between 2023 and 2025. Actual construction timetables and expenditures will likely vary, due in part to the effects of future changes in the economic conditions upon costs such as labor, services, materials, interest rates and market conditions.

8. Statement of Estimated Regulatory Costs. **Exhibit 11** is the statement of estimated regulatory costs (“SERC”) prepared in accordance with the requirements of Section 120.541, Florida Statutes. The SERC is based upon presently available data. The data and methodology used in preparing the SERC accompany it.

9. Landowner Deed. Copies of the warranty deeds which include the lands located within the Expansion Parcels is provided in **Exhibit 12**.

10. Certificate of Petition and Agent Authorization. **Exhibit 13** is an affidavit of the Chairman of the District’s Board of Supervisors, affirming that the contents of the Petition were reviewed and are true and correct to the best of the Chairman’s knowledge, and authorizing Wesley Haber to act as the District’s agents in all matters related to the Petition. Copies of all correspondence should be sent to:

Wesley S. Haber
Wesley.Haber@Kutakrock.com
Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

11. Chapter 190, Florida Statutes Requirements Are Met. This petition to amend the boundary of the District should be granted for the following reasons:

a. Amendment of the District's boundary and all land uses and services planned within the Amended District are not inconsistent with applicable elements or portions of the adopted state comprehensive plan or the effective local government comprehensive plan.

b. The area of land within the Amended District is part of a planned community. The Amended District will continue to be of sufficient size and sufficiently compact and contiguous to be developed as one functional and interrelated community.

c. Existence of the Amended District will prevent the general body of taxpayers in the County from bearing the burden for installation of the infrastructure and the maintenance of certain facilities within the development encompassed by the Amended District. The Amended District is the best alternative for delivering community development services and facilities to the Amended District without imposing an additional burden on the general population of the County. Amendment of the District to include such lands within a comprehensively planned community, as proposed, allows for a more efficient use of resources.

d. The community development services and facilities of the Amended District will not be incompatible with the capacity and uses of existing local and regional community development services and facilities.

e. The area to be served by the Amended District is amenable to separate special-district government.

WHEREFORE, the District respectfully requests that the Board of County Commissioners of Lee County:

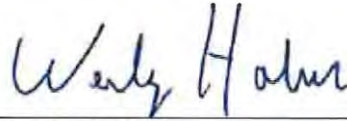
a. Schedule a public hearing in accordance with the requirements of Section 190.005(2)(b), Florida Statutes; and

b. Grant the petition and amend Ordinance No. 18-21 to amend the boundary of the District pursuant to Chapter 190, Florida Statutes.

[CONTINUED ON FOLLOWING PAGE]

RESPECTFULLY SUBMITTED, this 14th day of November, 2023.

KUTAK ROCK LLP

A handwritten signature in blue ink that reads "Wesley S. Haber". The signature is written in a cursive style with a horizontal line underneath it.

Wesley S. Haber

Florida Bar No. 420069

Wesley.Haber@Kutakrock.com

107 West College Avenue

Tallahassee, Florida 32301

(850) 692-7300 Telephone

(850) 690-7319 Facsimile

Counsel for Petitioner



NOT TO SCALE

SOUTHWEST FLORIDA
INTERNATIONAL
AIRPORT

**PROJECT
LOCATION**

INTERSTATE 75

EXIT 128

ALICO ROAD

ALICO ROAD

NORTHEAST
EXPANSION PARCEL

EXISTING CDD
BOUNDARY

TRACT F6 EXPANSION PARCEL
(INST. # 2021000173051)

FGCU EXPANSION PARCEL

BEN HILL GRIFFIN
PARKWAY

CORKSCREW ROAD

US 41 (TAMIAMI TRAIL)

THREE OAKS
PARKWAY

ESPLANADE LAKE CLUB

LOCATION MAP EXHIBIT

PREPARED FOR:

TAYLOR MORRISON OF FLORIDA, INC.

551 NORTH CATTLEMEN ROAD

SARASOTA, FLORIDA 34232

PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:

11, 12, 13 46S 25E

LEE COUNTY, FLORIDA

FILE NAME: 102.dwg

SHEET: 2 OF 14

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421



RHODES & RHODES LAND SURVEYING, INC.

98100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FLORIDA 34135
PHONE (889) 405-8166 FAX (889) 405-8169

ESPLANADE LAKE CLUB CDD, AS AMENDED

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 11, 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11 RUN N89°43'01"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 11 FOR 2,244.43 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 3165, AT PAGE 1800, LEE COUNTY RECORDS; THENCE RUN S01°00'21"E ALONG SAID NORTHERLY PROLONGATION AND CONTINUING ALONG SAID EASTERLY LINE OF LANDS FOR 125.03 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF ALICO ROAD, BEING 125 FEET SOUTH AS MEASURED PERPENDICULAR TO THE CENTER LINE THEREOF, AS DESCRIBED IN A DEED RECORDED IN INSTRUMENT NO. 2015000025953, LEE COUNTY RECORDS AND THE POINT OF BEGINNING.

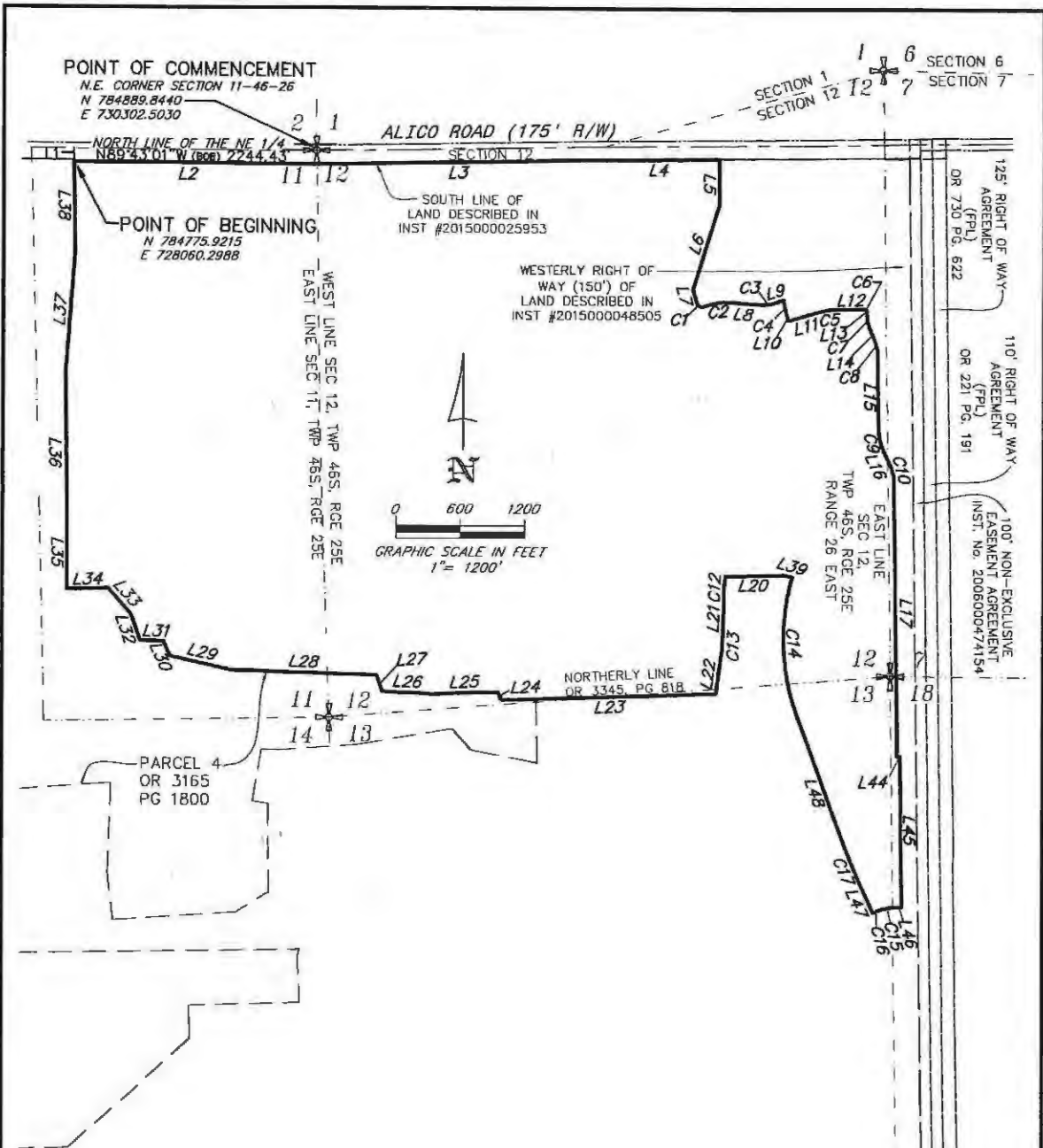
FROM SAID POINT OF BEGINNING RUN ALONG SAID SOUTH RIGHT OF WAY LINE FOLLOWING THREE (3) COURSES: S89°43'01"E FOR 2,243.03 FEET; N88°58'52"E FOR 2,674.00 FEET AND N89°27'22" E FOR 1,065.43 FEET; THENCE RUN S00°32'38" E FOR 408.17 FEET; THENCE RUN S17°15'51" W FOR 835.69 FEET; THENCE RUN S16°27'38" E FOR 126.05 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 50.00 FEET (DELTA 94°29'05") (CHORD BEARING S63°42'10" E) (CHORD 73.42 FEET) FOR 82.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 615.00 FEET (DELTA 25°21'45") (CHORD BEARING N81°44'10" E) (CHORD 270.02 FEET) FOR 272.24 FEET TO A POINT OF TANGENCY; THENCE RUN S85°34'57" E FOR 257.22 FEET TO A POINT OF CURVATURE; THENCE RUN EASTERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 335.00 FEET (DELTA 20°59'28") (CHORD BEARING N83°55'19" E) (CHORD 122.05 FEET) FOR 122.73 FEET TO A POINT OF TANGENCY; THENCE RUN N73°25'35" E FOR 101.88 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 1,250.00 FEET (DELTA 07°35'07") (CHORD BEARING S12°46'52" E) (CHORD 165.36 FEET) FOR 165.48 FEET TO A POINT OF TANGENCY; THENCE RUN S16°34'25" E FOR 31.50 FEET; THENCE RUN N73°25'35" E FOR 291.52 FEET TO A POINT OF CURVATURE; THENCE RUN EASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 718.50 FEET (DELTA 15°43'39") (CHORD BEARING N81°17'24" E) (CHORD 196.61 FEET) FOR 197.22 FEET TO A POINT OF TANGENCY; THENCE RUN N89°09'13" E FOR 229.65 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 20.00 FEET (DELTA 90°00'00") (CHORD BEARING S45°50'47" E) (CHORD 28.28 FEET) FOR 31.42 FEET TO A POINT OF TANGENCY; THENCE RUN S00°50'47" E FOR 20.40 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 400.00 FEET (DELTA 23°15'15") (CHORD BEARING S12°28'24" E) (CHORD 161.23 FEET) FOR 162.34 FEET TO A POINT OF TANGENCY; THENCE RUN S24°06'02" E FOR 109.25 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 300.00 FEET (DELTA 23°15'15") (CHORD BEARING S12°28'24" E) (CHORD 120.92 FEET) FOR 121.76 FEET TO A POINT OF TANGENCY; THENCE RUN S00°50'47" E FOR 690.09 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 550.00 FEET (DELTA 25°57'46") (CHORD BEARING S13°49'40" E) (CHORD 247.10 FEET) FOR 249.22 FEET TO A POINT OF TANGENCY; THENCE RUN S26°48'32" E FOR 85.62 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 450.00 FEET (DELTA 25°57'46") (CHORD BEARING S13°49'40" E) (CHORD 202.17 FEET) FOR 203.91 FEET TO A POINT OF TANGENCY; THENCE S00°50'47"E, A DISTANCE OF 2,538.82 FEET; THENCE N 89°09'13" E, A DISTANCE OF 25.00 FEET; THENCE S00°50'47"E, A DISTANCE OF 1,393.41 FEET; THENCE S89°09'13"W, A DISTANCE OF 41.92 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 179.83 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 567.95 FEET, THROUGH A CENTRAL ANGLE OF 18°08'31" AND BEING SUBTENDED BY A CHORD THAT BEARS S80°04'58"W, 179.08 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHWESTERLY, 54.20 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 358.73 FEET, THROUGH A CENTRAL ANGLE OF 08°39'24" AND BEING SUBTENDED BY A CHORD THAT BEARS S67°27'03"W, 54.15 FEET; THENCE N25°27'42"W, A DISTANCE OF 197.59 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 470.65 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 4,990.00 FEET, THROUGH A CENTRAL ANGLE OF 05°24'15" AND BEING SUBTENDED BY A CHORD THAT BEARS N22°45'48"W, 470.48 FEET; THENCE N20°03'48"W, A DISTANCE OF 1,285.19 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 1,305.96 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,090.00 FEET, THROUGH A CENTRAL ANGLE OF 35°48'07" AND BEING SUBTENDED BY A CHORD THAT BEARS N02°09'45"W, 1,284.82 FEET; THENCE N74°15'41"W, A DISTANCE OF 60.00 FEET; THENCE S89°09'13"W, A DISTANCE OF 563.00 FEET TO A POINT ON A NON-TANGENT CURVE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE LEFT OF RADIUS 2,000.00 FEET (DELTA 06°22'28") (CHORD BEARING S04°16'59"W) (CHORD 222.39 FEET) FOR 222.51 FEET TO A POINT OF

RHODES & RHODES LAND SURVEYING, INC.

***98100 BONITA GRANDE DRIVE SUITE 107
BONITA SPRINGS, FLORIDA 34135
PHONE (889) 405-8166 FAX (889) 405-8163***

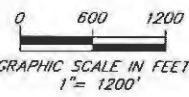
TANGENCY; THENCE RUN S01°05'46"W FOR 292.24 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHERLY ALONG AN ARC OF A CURVE TO THE RIGHT OF RADIUS 2,000.00 FEET (DELTA 06°33'04") (CHORD BEARING S04°22'18"W) (CHORD 228.56 FEET) FOR 228.68 FEET TO A POINT OF TANGENCY; THENCE RUN S07°38'50"W FOR 351.57 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 3345, AT PAGE 815, LEE COUNTY RECORDS; THENCE RUN S88°10'32"W ALONG THE NORTHERLY LINE OF SAID LANDS AND CONTINUING ALONG THE WESTERLY PROLONGATION THEREOF FOR 1,980.90 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 3165, AT PAGE 1800, LEE COUNTY RECORDS; THENCE RUN ALONG THE NORTHERLY AND EASTERLY LINE OF SAID LANDS THE FOLLOWING FIFTEEN (15) COURSES: N21°30'12"W FOR 81.17 FEET; S88°02'24"W FOR 612.22 FEET; N87°09'14"W FOR 469.81 FEET; N19°42'33"W FOR 157.74 FEET; N88°10'13"W FOR 1,363.08 FEET; N77°09'26"W FOR 573.01 FEET; N24°26'51"W FOR 150.17 FEET; N88°53'18"W FOR 216.95 FEET; N19°01'18"W FOR 249.76 FEET; N40°48'12"W FOR 322.81 FEET; S88°47'46"W FOR 376.79 FEET; N00°16'17"W FOR 606.52 FEET; N00°39'26"W FOR 1,432.24 FEET; N04°19'45"E FOR 1,091.78 FEET AND N01°00'21"W FOR 832.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 34,720,865 SQUARE FEET OR 797.081 ACRES, MORE OR LESS.



POINT OF COMMENCEMENT
 N.E. CORNER SECTION 11-46-26
 N 784889.8440
 E 730302.5030

POINT OF BEGINNING
 N 784775.9215
 E 728060.2988



- ABBREVIATIONS**
- P.O.C. = POINT OF COMMENCEMENT
 - P.O.B. = POINT OF BEGINNING
 - B.O.B. = BASIS OF BEARING
 - P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
 - L.B.# = LICENSED BUSINESS NUMBER
 - LT = LINE NUMBER
 - C1 = CURVE NUMBER
 - INST. = INSTRUMENT NUMBER
 - PGS. = PAGES
 - OR = OFFICIAL RECORD

- NOTES**
1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF ALICO ROAD (RIGHT OF WAY WIDTH VARIES), BEING SOUTH 89°27'22" WEST, AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.
 2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
 3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

NOT A SURVEY



BY: *[Signature]*
 JOHN SCOTT RHODES PSM #5739


SKETCH FOR DESCRIPTION		PSM: JSR
CDD BOUNDARY SKETCH AS AMENDED		drawn: RWC
RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897		checked: MMR
		view: SKETCH
date: JUNE 26, 2020	scale: 1" = 1200'	project#: 2020-182
cadd file: 2020-162 ESPLANADE CDD SKETCH AMENDED		sheet #: 3 of 4
28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 (239) 405-8166 (239) 405-8163 FAX		

LINE TABLE		
LINE	LENGTH	BEARING
L1	125.03'	S 01°00'21" E
L2	2243.03'	S 89°43'01" E
L3	2674.00'	N 88°58'52" E
L4	1065.43'	N 89°27'22" E
L5	408.17'	S 00°32'38" E
L6	835.68'	S 17°15'51" W
L7	126.05'	S 16°27'38" E
L8	257.22'	S 85°34'52" E
L9	101.88'	N 73°25'35" E
L10	31.50'	S 16°34'25" E
L11	291.52'	N 73°25'35" E
L12	229.65'	N 89°09'13" E
L13	20.40'	S 00°50'47" E
L14	109.25'	S 24°06'02" E
L15	690.09'	S 00°50'47" E
L16	85.62'	S 26°48'32" E
L17	2538.82'	S 00°50'47" E
INTENTIONALLY REMOVED		
INTENTIONALLY REMOVED		
L20	563.00'	S 89°09'13" W
L21	292.24'	S 01°05'46" W
L22	351.57'	S 07°38'50" W
L23	1980.90'	S 88°10'32" W
L24	81.17'	N 21°30'12" W

LINE TABLE		
LINE	LENGTH	BEARING
L25	612.22'	S 88°02'24" W
L26	469.81'	N 87°09'14" W
L27	157.74'	N 19°42'33" W
L28	1363.08'	N 88°10'13" W
L29	573.01'	N 77°09'26" W
L30	150.17'	N 24°26'51" W
L31	216.95'	N 88°53'18" W
L32	249.76'	N 19°01'18" W
L33	322.81'	N 40°48'12" W
L34	376.79'	S 88°47'46" W
L35	606.52'	N 00°16'17" W
L36	1432.24'	N 00°39'26" W
L37	1091.78'	N 04°19'45" E
L38	832.93'	N 01°00'21" W
L39	60.00'	S 74°15'41" E
INTENTIONALLY REMOVED		
INTENTIONALLY REMOVED		
INTENTIONALLY REMOVED		
INTENTIONALLY REMOVED		
L44	25.00'	N 89°09'13" E
L45	1393.41'	S 00°50'47" E
L46	41.92'	S 89°09'13" W
L47	197.59'	N 25°27'42" W
L48	1285.19'	N 20°03'48" W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	50.00'	94°29'05"	82.45'	73.42'	S 63°42'10" E
C2	615.00'	25°21'45"	272.24'	270.02'	N 81°44'10" E
C3	335.00'	20°59'28"	122.73'	122.05'	N 83°55'19" E
C4	1250.00'	7°35'07"	165.48'	165.36'	S 12°46'52" E
C5	718.50'	15°43'39"	197.22'	196.61'	N 81°17'24" E
C6	20.00'	90°00'00"	31.42'	28.28'	S 45°50'47" E
C7	400.00'	23°15'15"	162.34'	161.23'	S 12°28'24" E
C8	300.00'	23°15'15"	121.76'	120.92'	N 12°28'24" W
C9	550.00'	25°57'46"	249.22'	247.10'	S 13°49'40" E
C10	450.00'	25°57'46"	203.91'	202.17'	S 13°49'40" E
INTENTIONALLY REMOVED					
C12	2000.00'	6°22'28"	222.51'	222.39'	S 04°16'59" W
C13	2000.00'	6°33'04"	228.68'	228.56'	N 04°22'18" E
C14	2090.00'	35°48'07"	1305.96'	1284.82'	S 02°09'45" E
C15	567.95'	18°08'31"	179.83'	179.08'	S 80°04'58" W
C16	358.73'	8°39'24"	54.20'	54.15'	S 67°27'03" W
C17	4990.00'	5°24'15"	470.65'	470.48'	N 22°45'48" W

NOT A SURVEY

SKETCH FOR DESCRIPTION		PSM: JSR
TABLES		drawn: RWC
		checked: MHR
 RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897	date: JUNE 26, 2020	
	scale: N/A	view: SKETCH
	cadd file: 2020-162 ESPLANADE CDD SKETCH AMENDED	project#:
	28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 (239) 405-8166 (239) 405-8163 FAX	sheet #: 4 of 4

RHODES & RHODES LAND SURVEYING, INC.

***28100 BONITA GRANDE DRIVE #107 NAPLES, FLORIDA 34135
PHONE (239) 405-8166 FAX (239) 405-8163***

LEGAL DESCRIPTION
(FGCU PARCEL)

BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "W5-6", ESPLANADE LAKE CLUB PHASE 1 AS RECORDED IN INSTRUMENT NUMBER 2019000189935 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT "W5-6", THE FOLLOWING 4 COURSES; (COURSE 1) NORTH 07°38'50" EAST, A DISTANCE OF 351.57 FEET TO A POINT OF CURVATURE; (COURSE 2) NORTHERLY, 228.68 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,000.00 FEET, THROUGH A CENTRAL ANGLE OF 06°33'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 04°22'18" EAST, 228.56 FEET; (COURSE 3) NORTH 01°05'46" EAST, A DISTANCE OF 292.24 FEET TO A POINT OF CURVATURE; (COURSE 4) NORTHERLY, 66.88 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,000.00 FEET, THROUGH A CENTRAL ANGLE OF 01°54'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 02°03'14" EAST, 66.88 FEET TO THE SOUTHEAST CORNER OF TRACT "O30", ESPLANADE LAKE CLUB PHASE 2 AS RECORDED IN INSTRUMENT NUMBER 2020000075347 SAID POINT BEING A POINT OF COMPOUND CURVATURE; THENCE ALONG THE EAST BOUNDARY LINE OF SAID TRACT "O30", NORTHERLY, 155.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,000.00 FEET, THROUGH A CENTRAL ANGLE OF 04°27'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 05°14'28" EAST, 155.59 FEET TO THE SOUTHWEST CORNER OF TRACT "F1, ESPLANADE LAKE CLUB PLAT THREE AS RECORDED IN INSTRUMENT NUMBER 2021000173051 OF SAID LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID PLAT THREE, THE FOLLOWING 5 COURSES; (COURSE 1) NORTH 89°09'13" EAST, A DISTANCE OF 563.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; (COURSE 2) SOUTHERLY, 1,343.46 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,150.00 FEET, THROUGH A CENTRAL ANGLE OF 35°48'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 02°09'45" EAST, 1,321.71 FEET; (COURSE 3) SOUTH 20°03'48" EAST, A DISTANCE OF 1,285.37 FEET TO A POINT OF CURVATURE; (COURSE 4) SOUTHEASTERLY, 476.13 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5,050.00 FEET, THROUGH A CENTRAL ANGLE OF 05°24'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°45'52" EAST, 475.96 FEET; (COURSE 5) SOUTH 25°27'56" EAST, A DISTANCE OF 198.92 FEET TO A POINT ON THE BOUNDARY LINE OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT AS RECORDED IN INSTRUMENT NUMBER 2008000036958 OF SAID LEE COUNTY, FLORIDA SAID POINT BEING A POINT ON A NON-TANGENTIAL CURVE; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 3 COURSES; (COURSE 1) WESTERLY, 150.32 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 17°13'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°09'56" WEST, 149.76 FEET; (COURSE 2) NORTH 89°46'43" WEST, A DISTANCE OF 516.04 FEET; (COURSE 3) NORTH 15°43'44" WEST, A DISTANCE OF 920.90 FEET TO THE SOUTHEAST CORNER OF TRACT "0-3", MIROMAR LAKES UNIT XI-PENINSULA AS RECORDED IN INSTRUMENT NUMBER 2006000456819 OF SAID LEE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 5 COURSES; (COURSE 1) NORTH 15°43'44" WEST, A DISTANCE OF 57.53 FEET; (COURSE 2) NORTH 20°09'57" WEST, A DISTANCE OF 807.57 FEET; (COURSE 3) NORTH 89°48'06" WEST, A DISTANCE OF 80.00 FEET; (COURSE 4)

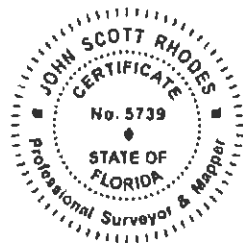
RHODES & RHODES LAND SURVEYING, INC.

***28100 BONITA GRANDE DRIVE #107 NAPLES, FLORIDA 34135
PHONE (239) 405-8166 FAX (239) 405-8163***

NORTH 20°09'57" WEST, A DISTANCE OF 344.08 FEET; (COURSE 5) SOUTH 88°10'32" WEST, A DISTANCE OF 3.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,742,562 SQUARE FEET OR 40.004 ACRES, MORE OR LESS.

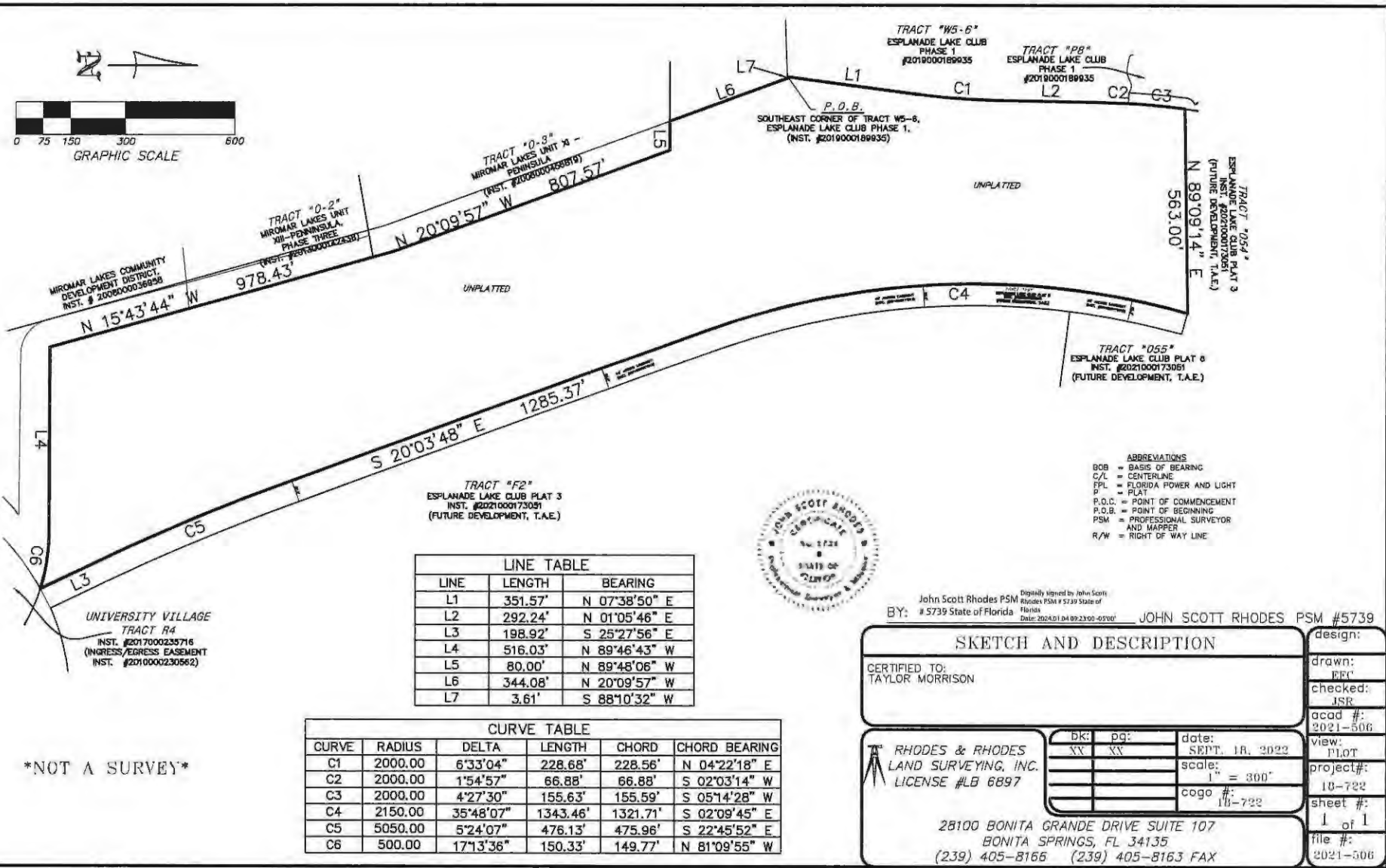
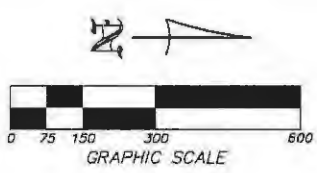
BEARINGS ARE BASED ON THE CENTERLINE OF ALICO ROAD (RIGHT OF WAY WIDTH VARIES), BEING SOUTH 89°27'22" WEST, AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.



John Scott Rhodes PSM # 5739 State of Florida
Digitally signed by John Scott Rhodes PSM # 5739 State of Florida
Date: 2024.01.04 09:12:18 -05'00'

JOHN SCOTT RHODES, PSM #5739
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA

Z:\CENTERPLACE - ESPLANADE LAKE CLUB\PLAT\REF\PLAT 02021-506 EGGU BNDY SKETCH AND DESCRIPTION.dwg, BNDY, 9/19/2022 1:47:19 PM, 1:1



NOT A SURVEY

TRACT "F2"
ESPLANADE LAKE CLUB PLAT 3
INST. #2021000173051
(FUTURE DEVELOPMENT, T.A.E.)

LINE TABLE		
LINE	LENGTH	BEARING
L1	351.57'	N 07°38'50" E
L2	292.24'	N 01°05'46" E
L3	198.92'	S 25°27'56" E
L4	516.03'	N 89°46'43" W
L5	80.00'	N 89°48'06" W
L6	344.08'	N 20°09'57" W
L7	3.61'	S 88°10'32" W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2000.00	6°33'04"	228.68'	228.56'	N 04°22'18" E
C2	2000.00	1°54'57"	66.88'	66.88'	S 02°03'14" W
C3	2000.00	4°27'30"	155.63'	155.59'	S 05°14'28" W
C4	2150.00	35°48'07"	1343.46'	1321.71'	S 02°09'45" E
C5	5050.00	5°24'07"	476.13'	475.96'	S 22°45'52" E
C6	500.00	17°13'36"	150.33'	149.77'	N 81°09'55" W

ABBREVIATIONS
 BCB = BASIS OF BEARING
 C/L = CENTERLINE
 FPL = FLORIDA POWER AND LIGHT
 P = PLAT
 P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 PSM = PROFESSIONAL SURVEYOR AND MAPPER
 R/W = RIGHT OF WAY LINE



John Scott Rhodes PSM Digitally signed by John Scott Rhodes PSM # 5739 State of Florida Date: 2022.01.04 09:23:00 -0500 JOHN SCOTT RHODES PSM #5739

SKETCH AND DESCRIPTION
 CERTIFIED TO:
 TAYLOR MORRISON

design:
 drawn:
 checked:
 acad #:
 view:
 project #:
 sheet #:
 1 of 1
 file #:
 2021-506

RHODES & RHODES
 LAND SURVEYING, INC.
 LICENSE #LB 6897

28100 BONITA GRANDE DRIVE SUITE 107
 BONITA SPRINGS, FL 34135
 (239) 405-8166 (239) 405-8163 FAX



Rhodes and Rhodes Land Surveying
28100 Bonita Grande Drive, STE 107
Bonita Springs, FL 34135
239-405-8166

LEGAL DESCRIPTION

BEING ALL OF LOTS 550 THROUGH 554, PORTION OF LOTS 549, TRACTS "O42" AND "R", ESPLANADE LAKE CLUB PLAT FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2021000402902, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 46 SOUTH RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE SOUTH 00°50'47" EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 2,146.77 FEET TO A POINT ON THE NORTH LINE OF TRACT "O42", ESPLANADE LAKE CLUB PLAT FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2021000402902 OF THE PUBLIC RECORDS OF LEE COUNTY, FLOIRDA AND TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT "O42" FOR THE FOLLOWING 2 COURSES, COURSE (1) NORTH 89°09'13" EAST, 55.00 FEET; COURSE (2) SOUTH 00°50'47" EAST, 352.35 FEET TO A POINT ON THE EASTERLY PROLONGATION LINE OF LOT 549, OF SAID ESPLANADE LAKE CLUB PLAT FOUR; THENCE SOUTH 89°09'13" WEST ALONG THE SOUTHERN BOUNDARY LINE AND THE EASTERLY PROLONGATION LINE OF SAID LOT 549, A DISTANCE OF 164.00 FEET; THENCE LEAVING THE SAID SOUTHERLY LOT LINE OF LOT 549 NORTH 24°06'02" WEST, A DISTANCE OF 106.15 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 162.34 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 23°15'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 12°28'24" WEST, 161.23 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "O42"; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT "O42" FOR THE FOLLOWING 2 COURSES, COURSE (1) NORTH 00°50'47" WEST, 96.90 FEET; COURSE (2) NORTH 89°09'13" EAST, 183.40 FEET TO THE POINT OF BEGINNING.

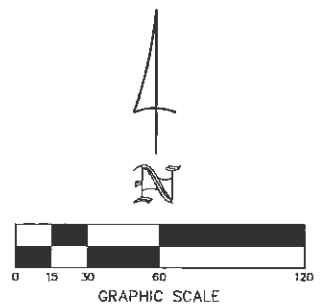
CONTAINING 77,107 SQUARE FEET OR 1.770 ACRES, MORE OR LESS.

P.O.C. 1 6
 N.W. CORNER OF SECTION 7,
 TOWNSHIP 46 SOUTH, RANGE 26
 EAST, LEE COUNTY, FLORIDA

12 7

(B.O.B.)
 S 00°50'47" E /
 2146.77' /
 SECTION 12-46-25
 WEST LINE SECTION 7-46-26
 EAST LINE

P.O.B. L1



- ABBREVIATIONS**
- = POINT OF COMMENCEMENT
 - = POINT OF BEGINNING
 - = BASIS OF BEARING
 - = PROFESSIONAL SURVEYOR & MAPPER
 - P.O.C. = LICENSED BUSINESS NUMBER
 - P.O.B. = LINE NUMBER
 - B.O.B. = CURVE NUMBER
 - P.S.N. = INSTRUMENT NUMBER
 - L.B./ = PAGES
 - L1 = OFFICIAL RECORD
 - C1 =
 - INST. =
 - POS. =
 - OR =

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	400.00	22°15'15"	182.34'	181.23'	S 12°28'24" E

LINE TABLE		
LINE	LENGTH	BEARING
L1	55.00'	N 89°09'13" E
L2	108.12'	N 24°08'02" W
L3	95.80'	N 00°50'47" W

N 89°09'13" E 183.40'



John Scott Rhodes PSM
 BY: #5739 State of Florida
 JOHN SCOTT RHODES PSM #5739

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE WEST LINE OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA AS BEING S 00°50'47" E, AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.
2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

SKETCH OF DESCRIPTION CDD BOUNDARY SKETCH AS AMENDED		PSM: JSR drawn: ETC checked: JSR view: SKETCH project#: 2020-162 sheet #: 2 of 2
date: SEPTEMBER 14, 2023 scale: 1" = 1200' cadd file: 2020-162 ESPLANADE CDD SKETCH 2022 LOTS 549-554	RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 5897 28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 (239) 405-8166 (239) 405-8163 FAX	

NOT A SURVEY



Rhodes and Rhodes Land Surveying
28100 Bonita Grande Drive, STE 107
Bonita Springs, FL 34135
239-405-8166

ESPLANADE LAKE CLUB CDD, AS AMENDED 2023

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 11, 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89°43'01" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 11 FOR 2,244.43 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 3165, AT PAGE 1800, LEE COUNTY RECORDS; THENCE SOUTH 01°00'21" EAST, ALONG SAID NORTHERLY PROLONGATION AND CONTINUING ALONG SAID EASTERLY LINE OF LANDS FOR 125.03 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF ALICO ROAD, BEING 125 FEET SOUTH AS MEASURED PERPENDICULAR TO THE CENTER LINE THEREOF, AS DESCRIBED IN A DEED RECORDED IN INSTRUMENT NUMBER 2015000025953, LEE COUNTY RECORDS AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN ALONG SAID SOUTH RIGHT OF WAY LINE FOLLOWING THREE (3) COURSES: COURSE NO. 1: SOUTH 89°43'01" EAST, 2,243.03 FEET; COURSE NO. 2: NORTH 88°58'52" EAST, 2,674.00 FEET; COURSE NO. 3: NORTH 89°27'22" EAST, 1,065.43 FEET; THENCE SOUTH 00°32'38" EAST, A DISTANCE OF 408.17 FEET; THENCE SOUTH 17°15'51" WEST, A DISTANCE OF 835.68 FEET; THENCE SOUTH 16°27'38" EAST, A DISTANCE OF 126.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 82.45 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 94°29'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 63°42'10" EAST, A DISTANCE OF 73.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 272.24 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 615.00 FEET, THROUGH A CENTRAL ANGLE OF 25°21'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 81°44'10" EAST, A DISTANCE OF 270.02 FEET; THENCE SOUTH 85°34'57" EAST, A DISTANCE OF 257.22 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 122.73 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 335.00 FEET, THROUGH A CENTRAL ANGLE OF 20°59'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 83°55'19" EAST, A DISTANCE OF 122.05 FEET; THENCE NORTH 73°25'35" EAST, A DISTANCE OF 101.88 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 165.48 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,250.00 FEET, THROUGH A CENTRAL ANGLE OF 07°35'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 12°46'52" EAST, A DISTANCE OF 165.36 FEET; THENCE SOUTH 16°34'25" EAST, A DISTANCE OF 31.50 FEET; THENCE NORTH 73°25'35" EAST, A DISTANCE OF 126.42 FEET; THENCE NORTH 73°25'35" EAST, A DISTANCE OF 165.10 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 197.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 718.50 FEET, THROUGH A CENTRAL ANGLE OF 15°43'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 81°17'24" EAST, A DISTANCE OF 196.61 FEET; THENCE NORTH 89°09'13" EAST, A DISTANCE OF 229.65 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 31.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 45°50'47" EAST, A DISTANCE OF 28.28 FEET; THENCE NORTH 00°50'47" WEST, A DISTANCE OF 76.50 FEET; THENCE NORTH 89°09'13" EAST, A DISTANCE OF 238.40 FEET; THENCE SOUTH 00°50'47" EAST, A DISTANCE OF 352.35 FEET; THENCE SOUTH 89°09'13" WEST, A DISTANCE OF 164.00 FEET; THENCE SOUTH 24°06'02" EAST, A DISTANCE OF 3.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 121.76 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 23°15'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 12°28'24" EAST, A DISTANCE OF 120.92 FEET; THENCE SOUTH 00°50'47" EAST, A DISTANCE OF 690.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 249.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 25°57'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 13°49'40" EAST, A DISTANCE OF 247.10 FEET; THENCE SOUTH 26°48'32" EAST, A DISTANCE OF 85.62 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 203.91 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 25°57'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 13°49'40" EAST, A DISTANCE OF 202.17 FEET; THENCE SOUTH 00°50'47" EAST, A DISTANCE OF 2,538.82 FEET; THENCE NORTH 89°09'13" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°50'47" EAST, A DISTANCE OF 1,393.41 FEET; THENCE SOUTH 89°09'13" WEST, A DISTANCE OF 41.92 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 294.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 567.95 FEET, THROUGH A CENTRAL ANGLE OF 29°40'11" AND BEING SUBTENDED BY A CHORD

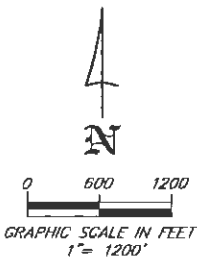
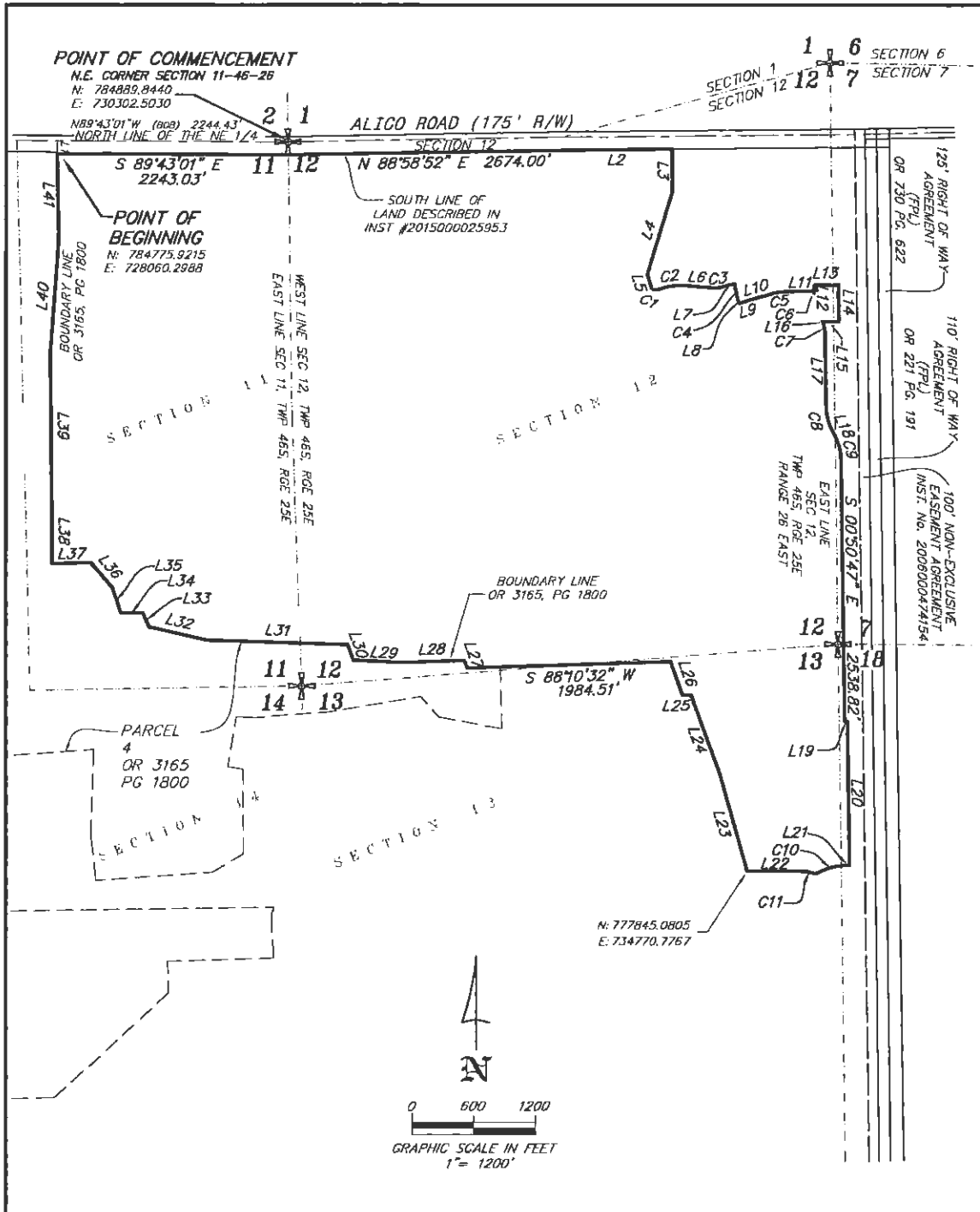


Rhodes and Rhodes Land Surveying
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239-405-8166

WHICH BEARS SOUTH 74°19'08" WEST, A DISTANCE OF 290.83 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, 150.33 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 17°13'35" AND BEING SUBTENDE BY A CHORD WHICH BEARS NORTH 81°09'56" WEST, A DISTANCE OF 149.76 FEET; THENCE NORTH 89°46'43" WEST, A DISTANCE OF 516.03 FEET; THENCE NORTH 15°43'44" WEST, A DISTANCE OF 978.43 FEET; THENCE NORTH 20°09'57" WEST, A DISTANCE OF 807.57 FEET; THENCE NORTH 89°48'06" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 20°09'57" WEST, A DISTANCE OF 344.08 FEET TO AN INTERSECTION WITH THE EASTERLY PROLONGATION OF A BOUNDARY LINE OF THOSE AFOREMENTIONED LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 3165, AT PAGE 1800, LEE COUNTY RECORDS; THENCE SOUTH 88°10'32" WEST, ALONG SAID EASTERLY PROLONGATION AND ALONG SAID BOUNDARY LINE, A DISTANCE OF 1,984.51 FEET; THENCE RUN THE FOLLOWING FIFTEEN (15) COURSE ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 21°30'12" WEST, 81.17 FEET; COURSE NO. 2: SOUTH 88°02'24" WEST, 612.22 FEET; COURSE NO. 3: NORTH 87°09'14" WEST, 469.81 FEET; COURSE NO. 4: NORTH 19°42'33" WEST, 157.74 FEET; COURSE NO. 5: NORTH 88°10'13" WEST, 1,363.08 FEET; COURSE NO. 6: NORTH 77°09'26" WEST, 573.01 FEET; COURSE NO. 7: NORTH 24°26'51" WEST, 150.17 FEET; COURSE NO. 8: NORTH 88°53'18" WEST, 216.95 FEET; COURSE NO. 9: NORTH 19°01'18" WEST, 249.76 FEET; COURSE NO. 10: NORTH 40°48'12" WEST, 322.81 FEET; COURSE NO. 11: SOUTH 88°47'46" WEST, 376.79 FEET; COURSE NO. 12: NORTH 00°16'17" WEST, 606.52 FEET; COURSE NO. 13: NORTH 00°39'26" WEST, 1,432.24 FEET; COURSE NO. 14: NORTH 04°19'45" EAST, 1,091.78 FEET; COURSE NO. 15: NORTH 01°00'21" WEST, 832.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 843.374 ACRES, MORE OR LESS.

Z:\CENTERPLACE - ESPLANADE LAKE CLUB\CDD Boundary\2023-742 ESPLANADE LAKES CDD SKETCH 2023.dwg BNDRY 10/31/2023 OR:10:57



ABBREVIATIONS

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- B.O.B. = BASIS OF BEARING
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- L.B.# = LICENSED BUSINESS NUMBER
- L# = LINE NUMBER
- C# = CURVE NUMBER
- INST. = INSTRUMENT NUMBER
- PGS. = PAGES
- OR = OFFICIAL RECORD



John Scott Rhodes PSM Digitally signed by John Scott Rhodes, PSM # 5739 State of Florida Date: 2023.10.30 11:11:49-0500
 BY: JOHN SCOTT RHODES PSM #5739

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF ALIGO ROAD (RIGHT OF WAY WIDTH VARIES), BEING SOUTH 89°27'22" WEST, AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.
2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

SKETCH FOR DESCRIPTION		PSM: JSR
CDD BOUNDARY SKETCH AS AMENDED 2023		drawn: RWC
		checked: JSR

<p>RHODES & RHODES LAND SURVEYING, INC. LICENSE #LB 6897</p>	date: OCTOBER 30, 2023	view: SKETCH
	scale: 1" = 1200'	project #: 2023-742
	cadd file: 2023-742 ESPLANADE CDD SKETCH 2023	sheet #: 3 of 4
28100 BONITA GRANDE DRIVE, SUITE 107 BONITA SPRINGS, FL 34135 (239) 405-8166 (239) 405-8163 FAX		

NOT A SURVEY

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	50.00'	94°29'05"	82.45'	73.42'	S 63°42'10" E
C2	615.00'	25°21'45"	272.24'	270.02'	N 81°44'10" E
C3	335.00'	20°59'28"	122.73'	122.05'	N 83°55'19" E
C4	1250.00'	7°35'07"	165.48'	165.36'	S 12°46'52" E
C5	718.50'	15°43'39"	197.22'	196.61'	N 81°17'24" E
C6	20.00'	90°00'00"	31.42'	28.28'	S 45°50'47" E
C7	300.00'	23°15'15"	121.76'	120.92'	S 12°28'24" E
C8	550.00'	25°57'46"	249.22'	247.10'	S 13°49'40" E
C9	450.00'	25°57'46"	203.91'	202.17'	S 13°49'40" E
C10	567.95'	29°40'11"	294.10'	290.83'	S 74°19'08" W
C11	500.00'	17°13'35"	150.33'	149.76'	N 81°09'56" W

LINE TABLE		
LINE	BEARING	DISTANCE
L1	S 01°00'21" E	125.03'
L2	N 89°27'22" E	1065.43'
L3	S 00°32'38" E	408.17'
L4	S 17°15'51" W	835.68'
L5	S 16°27'38" E	126.05'
L6	S 85°34'57" E	257.22'
L7	N 73°25'35" E	101.88'
L8	S 16°34'25" E	31.50'
L9	N 73°25'35" E	126.42'
L10	N 73°25'35" E	165.10'
L11	N 89°09'13" E	229.65'
L12	N 00°50'47" W	76.50'
L13	N 89°09'13" E	238.40'
L14	S 00°50'47" E	352.35'
L15	S 89°09'13" W	164.00'
L16	S 24°06'02" E	3.10'
L17	S 00°50'47" E	690.09'
L18	S 26°48'32" E	85.62'
L19	N 89°09'13" E	25.00'
L20	S 00°50'47" E	1393.41'
L21	S 89°09'13" W	41.92'
L22	N 89°46'43" W	516.03'
L23	N 15°43'44" W	978.43'
L24	N 20°09'57" W	807.57'
L25	N 89°48'06" W	80.00'
L26	N 20°09'57" W	344.08'
L27	N 21°30'12" W	81.17'
L28	S 88°02'24" W	612.22'
L29	N 87°09'14" W	469.81'
L30	N 19°42'33" W	157.74'
L31	N 88°10'13" W	1363.08'
L32	N 77°09'26" W	573.01'
L33	N 24°26'51" W	150.17'
L34	N 88°53'18" W	216.95'
L35	N 19°01'18" W	249.76'
L36	N 40°48'12" W	322.81'
L37	S 88°47'46" W	376.79'
L38	N 00°16'17" W	606.52'
L39	N 00°39'26" W	1432.24'
L40	N 04°19'45" E	1091.78'
L41	N 01°00'21" W	832.93'

Z:\CENTERPLACE - ESPLANADE LAKE CLUB\CDD Boundary\2023 CDD BOUNDARY\2023-742 ESPLANADE LAKES CDD SKETCH 2023.dwg TABLES 10/31/2023 08:50:12

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739



RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

NOT A SURVEY



NOT TO SCALE

SOUTHWEST FLORIDA
INTERNATIONAL
AIRPORT

**PROJECT
LOCATION**

INTERSTATE 75

EXIT 128

ALICO ROAD

ALICO ROAD

NORTHEAST
EXPANSION PARCEL

EXISTING CDD
BOUNDARY

TRACT F6 EXPANSION PARCEL
(INST. # 2021000173051)

FGCU EXPANSION PARCEL

BEN HILL GRIFFIN
PARKWAY

CORKSCREW ROAD

US 41 (TAMIAMI TRAIL)

THREE OAKS
PARKWAY

ESPLANADE LAKE CLUB

LOCATION MAP EXHIBIT

PREPARED FOR:

TAYLOR MORRISON OF FLORIDA, INC.

551 NORTH CATTLEMEN ROAD

SARASOTA, FLORIDA 34232

PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:

11, 12, 13 46S 25E

LEE COUNTY, FLORIDA

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

FILE NAME: 102.dwg

SHEET: 2 OF 14

JEREMY H. ARNOLD, P.E.
FL LICENSE NO. 66421



Prepared By and Return To:

Kutak Rock LLP
107 West College Avenue
Tallahassee, Florida 32301

**CONSENT AND JOINDER OF LANDOWNER FOR THE
AMENDMENT OF THE BOUNDARIES OF THE
ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT**

The undersigned is the owner of certain lands which are more fully described as the "Expansion Parcel" in Exhibit A attached hereto and made a part hereof ("Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Esplanade Lake Club Community Development District ("Petitioner" or "District") intends to submit a petition amending the boundaries of the District in accordance with the provisions of Chapter 190, Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the District of one hundred percent (100%) of the owners of the lands to be added to the District.

The undersigned hereby requests and consents to addition of the Property to the District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

Executed this 21 day of September, 2023.

WITNESS

Taylor Morrison of Florida, a Florida corporation

By: [Signature]
Name: Brian D Kellan

By: [Signature]
Name: Barbra Kinnaman

By: [Signature]
Name: Vicki Nesney

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 21 day of September 2023, by Barbra Kinnaman as _____ of Taylor Morrison of Florida, Inc., on its behalf. S/He [] is personally known to me or [] produced _____ as identification.



REBEKAH NORTON
Commission # HH 365662
Expires May 10, 2027

[Signature]
Notary Public, State of Florida

Exhibit A: Legal Description

Exhibit A

LEGAL DESCRIPTION
(FGCU PARCEL)

BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "W5-6", ESPLANADE LAKE CLUB PHASE 1 AS RECORDED IN INSTRUMENT NUMBER 2019000189935 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT "W5-6", THE FOLLOWING 4 COURSES; (COURSE 1) NORTH 07°38'50" EAST, A DISTANCE OF 351.57 FEET TO A POINT OF CURVATURE; (COURSE 2) NORTHERLY, 228.68 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,000.00 FEET, THROUGH A CENTRAL ANGLE OF 06°33'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 04°22'18" EAST, 228.56 FEET; (COURSE 3) NORTH 01°05'46" EAST, A DISTANCE OF 292.24 FEET TO A POINT OF CURVATURE; (COURSE 4) NORTHERLY, 66.88 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,000.00 FEET, THROUGH A CENTRAL ANGLE OF 01°54'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 02°03'14" EAST, 66.88 FEET TO THE SOUTHEAST CORNER OF TRACT "O30", ESPLANADE LAKE CLUB PHASE 2 AS RECORDED IN INSTRUMENT NUMBER 202000075347 SAID POINT BEING A POINT OF COMPOUND CURVATURE; THENCE ALONG THE EAST BOUNDARY LINE OF SAID TRACT "O30", NORTHERLY, 155.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,000.00 FEET, THROUGH A CENTRAL ANGLE OF 04°27'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 05°14'28" EAST, 155.59 FEET TO THE SOUTHWEST CORNER OF TRACT "F1", ESPLANADE LAKE CLUB PLAT THREE AS RECORDED IN INSTRUMENT NUMBER 2021000173051 OF SAID LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID PLAT THREE, THE FOLLOWING 5 COURSES; (COURSE 1) NORTH 89°09'13" EAST, A DISTANCE OF 563.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; (COURSE 2) SOUTHERLY, 1,343.46 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,150.00 FEET, THROUGH A CENTRAL ANGLE OF 35°48'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 02°09'45" EAST, 1,321.71 FEET; (COURSE 3) SOUTH 20°03'48" EAST, A DISTANCE OF 1,285.37 FEET TO A POINT OF CURVATURE; (COURSE 4) SOUTHEASTERLY, 476.13 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5,050.00 FEET, THROUGH A CENTRAL ANGLE OF 05°24'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°45'52" EAST, 475.96 FEET; (COURSE 5) SOUTH 25°27'56" EAST, A DISTANCE OF 198.92 FEET TO A POINT ON THE BOUNDARY LINE OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT AS RECORDED IN INSTRUMENT NUMBER 2008000036958 OF SAID LEE COUNTY, FLORIDA SAID POINT BEING A POINT ON A NON-TANGENTIAL CURVE; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 3 COURSES; (COURSE 1) WESTERLY, 150.32 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 17°13'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°09'56" WEST, 149.76 FEET; (COURSE 2) NORTH 89°46'43" WEST, A DISTANCE OF 516.04 FEET; (COURSE 3) NORTH 15°43'44" WEST, A DISTANCE OF 920.90 FEET TO THE SOUTHEAST CORNER OF TRACT "0-3", MIROMAR LAKES UNIT XI-PENINSULA AS RECORDED IN INSTRUMENT NUMBER 2006000456819 OF SAID LEE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 5 COURSES; (COURSE 1) NORTH 15°43'44" WEST, A DISTANCE OF 57.53 FEET; (COURSE 2) NORTH 20°09'37" WEST, A DISTANCE OF 807.57 FEET; (COURSE 3) NORTH 89°48'06" WEST, A DISTANCE OF 80.00 FEET; (COURSE 4)

NORTH 20°09'57" WEST, A DISTANCE OF 344.08 FEET; (COURSE 5) SOUTH 88°10'32" WEST, A DISTANCE OF 3.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,742,562 SQUARE FEET OR 40.004 ACRES, MORE OR LESS.

BEING ALL OF LOTS 550 THROUGH 554, PORTION OF LOTS 549, TRACTS "O42" AND "R", ESPLANADE LAKE CLUB PLAT FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2021000402902, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 46 SOUTH RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE SOUTH 00°50'47" EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 2,146.77 FEET TO A POINT ON THE NORTH LINE OF TRACT "O42", ESPLANADE LAKE CLUB PLAT FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2021000402902 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT "O42" FOR THE FOLLOWING 2 COURSES, COURSE (1) NORTH 89°09'13" EAST, 55.00 FEET; COURSE (2) SOUTH 00°50'47" EAST, 352.35 FEET TO A POINT ON THE EASTERLY PROLONGATION LINE OF LOT 549, OF SAID ESPLANADE LAKE CLUB PLAT FOUR; THENCE SOUTH 89°09'13" WEST ALONG THE SOUTHERN BOUNDARY LINE AND THE EASTERLY PROLONGATION LINE OF SAID LOT 549, A DISTANCE OF 164.00 FEET; THENCE LEAVING THE SAID SOUTHERLY LOT LINE OF LOT 549 NORTH 24°06'02" WEST, A DISTANCE OF 106.15 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 162.34 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 23°15'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 12°28'24" WEST, 161.23 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "O42"; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT "O42" FOR THE FOLLOWING 2 COURSES, COURSE (1) NORTH 00°50'47" WEST, 96.90 FEET; COURSE (2) NORTH 89°09'13" EAST, 183.40 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH:

TRACT F6, ESPLANADE LAKE CLUB PHASE THREE, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2021000173051 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LESS AND EXCEPT:

LOTS 550 THROUGH 554 AND PORTION OF LOT 549, ESPLANADE LAKE CLUB PLAT FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2021000402902 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

**Consent and Joinder of Landowner
For the Amendment of the Boundary of the
Esplanade Lake Club Community Development District**

The undersigned is the owner of the following property: lot 549 of Esplanade Lake Club Plat Four, according to the Plat thereof as recorded in Instrument Number 2021000402902, of the Public Records of Lee County, Florida (the "Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Esplanade Lake Club Community Development District ("Petitioner"), intends to submit a petition amending the boundary of the Esplanade Lake Club Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the Esplanade Lake Club Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the Community Development District of one hundred percent (100%) of the owners of the lands to be added to the Community Development District.

The undersigned hereby requests and consents to addition of the Property to the Esplanade Lake Club Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the Esplanade Lake Club Community Development District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the Esplanade Lake Club Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

This Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was executed this 18 day of May, 2023.

Witnessed:

Valeria Lagunas

Print Name: Valeria Lagunas-Silva

Angelina Cabezas

Print Name: Angelina Cabezas

Felipe Gonzalez

Print Name: Felipe Gonzalez

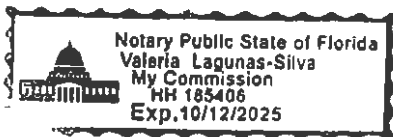
COUNTY OF Lee

The Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was acknowledged before me by means of physical presence or online notarization, this 18 day of May, 2023, by Angelina Cabezas B., as _____ of _____, for and on behalf of the company, who is is personally known to me or produced Drivers license as identification.

No. C122-000-85-710-0

Valeria Lagunas

Print Name: Valeria Lagunas-Silva
Notary Public, State of Florida



**Consent and Joinder of Landowner
For the Amendment of the Boundary of the
Esplanade Lake Club Community Development District**

The undersigned is the owner of the following property: lot 550 of Esplanade Lake Club Plat Four, according to the Plat thereof as recorded in Instrument Number 2021000402902, of the Public Records of Lee County, Florida (the "Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Esplanade Lake Club Community Development District ("Petitioner"), intends to submit a petition amending the boundary of the Esplanade Lake Club Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the Esplanade Lake Club Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the Community Development District of one hundred percent (100%) of the owners of the lands to be added to the Community Development District.

The undersigned hereby requests and consents to addition of the Property to the Esplanade Lake Club Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the Esplanade Lake Club Community Development District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the Esplanade Lake Club Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

This Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was executed this 4 day of April, 2023.

Witnessed:

[Signature]

Print Name: Daniel Smith

[Signature]


Print Name: Mindy Smith

[Signature]

Print Name: Beverly Gannon

COUNTY OF Lee

The Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was acknowledged before me by means of physical presence or online notarization, this 4 day of April, 2023, by Daniel & Mindy Smith, as N/A of N/A, for and on behalf of the company, who is is personally known to me or produced Drivers License as identification.

 Kaitlyn Aldridge
Notary Public
State of Florida
Comm# HH010975
Expires 8/3/2024

[Signature]
Print Name: Kaitlyn Aldridge
Notary Public, State of Florida

**Consent and Joinder of Landowner
For the Amendment of the Boundary of the
Esplanade Lake Club Community Development District**

The undersigned is the owner of the following property: lot 551 of Esplanade Lake Club Plat Four, according to the Plat thereof as recorded in Instrument Number 2021000402902, of the Public Records of Lee County, Florida (the "Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Esplanade Lake Club Community Development District ("Petitioner"), intends to submit a petition amending the boundary of the Esplanade Lake Club Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the Esplanade Lake Club Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the Community Development District of one hundred percent (100%) of the owners of the lands to be added to the Community Development District.

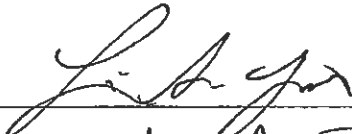
The undersigned hereby requests and consents to addition of the Property to the Esplanade Lake Club Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the Esplanade Lake Club Community Development District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the Esplanade Lake Club Community Development District in substantially this form.

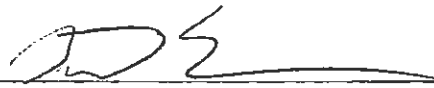
The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

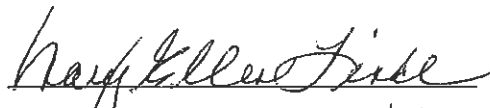
[signatures on following page]

This Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was executed this 25 day of July, 2023.

Witnessed:

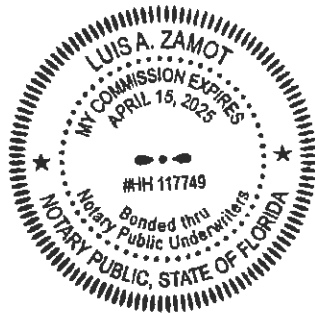

Print Name: Luis A. Zamot

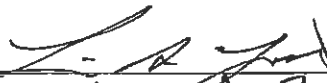

Print Name: Brandon Yoder


Print Name: MARY ELLEN KINDE

COUNTY OF LEE

The Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was acknowledged before me by means of physical presence or online notarization, this 25 day of July, 2023, by Mary Ellen Kinde, as _____ of _____, for and on behalf of the company, who is is personally known to me or produced FL DL as identification.




Print Name: Luis A. Zamot
Notary Public, State of Florida

**Consent and Joinder of Landowner
For the Amendment of the Boundary of the
Esplanade Lake Club Community Development District**

The undersigned is the owner of the following property: lot 552 of Esplanade Lake Club Plat Four, according to the Plat thereof as recorded in Instrument Number 2021000402902, of the Public Records of Lee County, Florida (the "Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Esplanade Lake Club Community Development District ("Petitioner"), intends to submit a petition amending the boundary of the Esplanade Lake Club Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the Esplanade Lake Club Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the Community Development District of one hundred percent (100%) of the owners of the lands to be added to the Community Development District.

The undersigned hereby requests and consents to addition of the Property to the Esplanade Lake Club Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the Esplanade Lake Club Community Development District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the Esplanade Lake Club Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

This Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was executed this 29 day of March, 2023.

Witnessed:

Maurice W. Bower

Print Name: MAURICE W. BOWER

Mary Jo Bower

Print Name: MARY JO BOWER

Christine Mangano

Print Name: Christine Mangano

COUNTY OF Lee

The Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was acknowledged before me by means of physical presence or online notarization, this 29 day of March, 2023, by Maurice & Mary Jo Bower as of for and on behalf of the company, who is is personally known to me or produced Drivers license as identification.



Kaitlyn Aldridge
Notary Public
State of Florida
Comm# HH010975
Expires 8/3/2024

Kaitlyn Aldridge

Print Name: Kaitlyn Aldridge
Notary Public, State of Florida

**Consent and Joinder of Landowner
For the Amendment of the Boundary of the
Esplanade Lake Club Community Development District**

The undersigned is the owner of the following property: lot 553 of Esplanade Lake Club Plat Four, according to the Plat thereof as recorded in Instrument Number 2021000402902, of the Public Records of Lee County, Florida (the "Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Esplanade Lake Club Community Development District ("Petitioner"), intends to submit a petition amending the boundary of the Esplanade Lake Club Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the Esplanade Lake Club Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the Community Development District of one hundred percent (100%) of the owners of the lands to be added to the Community Development District.

The undersigned hereby requests and consents to addition of the Property to the Esplanade Lake Club Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the Esplanade Lake Club Community Development District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the Esplanade Lake Club Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

This Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was executed this 6th day of April, 2023.

Witnessed:

[Signature]
Print Name: Juana Garcia

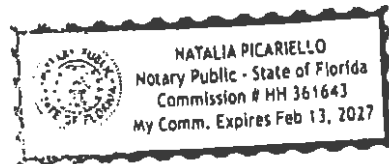
[Signature]
Print Name: Josefina Gonzalez

[Signature]
Print Name: John R. Slavik

COUNTY OF Collier

The Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was acknowledged before me by means of physical presence or online notarization, this 6th day of April, 2023, by John R. Slavik of _____, for and on behalf of the company, who is is personally known to me or produced _____ as identification.

Natalia Picariello
Print Name: [Signature]
Notary Public, State of Florida



**Consent and Joinder of Landowner
For the Amendment of the Boundary of the
Esplanade Lake Club Community Development District**

The undersigned is the owner of the following property: lot 554 of Esplanade Lake Club Plat Four, according to the Plat thereof as recorded in Instrument Number 2021000402902, of the Public Records of Lee County, Florida (the "Property"). The undersigned understands and acknowledges that the Board of Supervisors of the Esplanade Lake Club Community Development District ("Petitioner"), intends to submit a petition amending the boundary of the Esplanade Lake Club Community Development District in accordance with the provisions of Chapter 190 of the Florida Statutes.

As the owner of lands that are intended to constitute lands to be added to the Esplanade Lake Club Community Development District, the undersigned understands and acknowledges that pursuant to the provisions of Section 190.005 and Section 190.046, Florida Statutes, Petitioner is required to include the written consent to the amendment of the boundaries of the Community Development District of one hundred percent (100%) of the owners of the lands to be added to the Community Development District.

The undersigned hereby requests and consents to addition of the Property to the Esplanade Lake Club Community Development District and agrees to further execute any documentation necessary or convenient to evidence this consent and joinder during the petition process for the amendment of the boundaries of the Esplanade Lake Club Community Development District. The undersigned further acknowledges that the consent will remain in full force and effect for three years from the date hereof. The undersigned further agrees that it will provide to the next purchaser or successor in interest of all or any portion of the Property a copy of this consent form and obtain, if requested by Petitioner, consent to amendment of the boundaries of the Esplanade Lake Club Community Development District in substantially this form.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

[signatures on following page]

This Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was executed this 5 day of April, 2023.

Witnessed:


[Signature]
Print Name: Marjorie Hill

Print Name: _____

[Signature]
Print Name: Joanna Ritchie

COUNTY OF Lee

The Consent and Joinder of Landowner for the Amendment of the Boundary of the Esplanade Lake Club Community Development District was acknowledged before me by means of physical presence or online notarization, this 5 day of April, 2023, by Marjorie Hill, as N/A of N/A, for and on behalf of the company, who is is personally known to me or produced Drivers License as identification.

 Kaitlyn Aldridge
Notary Public
State of Florida
Comm# HH010975
Expires 8/3/2024

[Signature]
Print Name: Kaitlyn Aldridge
Notary Public, State of Florida

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2022-9 DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY LEE COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AUTHORIZING A FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Esplanade Lake Club Community Development District ("**District**") is a unit of special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, *Florida Statutes* ("**Uniform Act**"), and Lee County Ordinance No. 18-21, as amended by Ordinance No. 20-10 (collectively the "**Ordinance**"); and

WHEREAS, pursuant to the Uniform Act, the District is authorized to construct, acquire, and maintain infrastructure improvements and services including, but not limited to, roadways, stormwater management, utilities (water & sewer), offsite improvements, landscaping/lighting, and other infrastructure; and

WHEREAS, the District previously adopted Resolution 2022-9, which directed the Chairman and District staff to seek the amendment of the District's boundary to add the property described on Exhibit A to Resolution 2022-9; and

WHEREAS, Section 3 of Resolution 2022-09, authorizes "District Staff, in consultation with the District Chairman...to address any further boundary adjustments as may be identified by the District Engineer"; and

WHEREAS, the District Engineer has identified certain property to be added to the District, ("**Additional Parcels**"), and has requested that these lands be included in the boundary amendment petition to Lee County, Florida; and

WHEREAS, in order to include the Additional Parcels to the boundary amendment petition, the District desires to amend Resolution 2022-9 for the purpose of replacing Exhibits A and B to Resolution 2022-9 with **Exhibits A and B** attached hereto; and

WHEREAS, with the exception of replacing Exhibits A and B with **Exhibits A and B** hereto, as set forth in Section 2 below, Resolution 2022-9 shall remain unchanged and in full force and effect.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT:

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2022-9 DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY LEE COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AUTHORIZING A FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

1. CONFLICTS. This Resolution is intended to amend, in part, Resolution 2022-9, which remains in full force and effect except as otherwise provided herein. All terms of Resolution 2022-9 that are not amended by this Resolution apply as if those terms were fully set forth herein. All District resolutions or parts thereof in actual conflict with this Resolution are, to the extent of such conflict, superseded and repealed.

2. AMENDMENT. Exhibits A and B to Resolution 2022-9 are hereby replaced in their entirety with **Exhibits A and B** attached hereto. District Staff, in consultation with the District Chairman, is authorized to revise the descriptions provided in **Exhibits A and B**, as necessary. The District Manager shall ensure that the final versions of **Exhibits A and B** as confirmed by the Chairman is attached hereto.

3. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

4. EFFECTIVE DATE. This Resolution shall be effective upon its passage.

PASSED AND ADOPTED by the Board of Supervisors of the Esplanade Lake Club Community Development District, Lee County, Florida, this 13th day of July 2023.

ATTEST:

**ESPLANADE LAKE CLUB COMMUNITY
DEVELOPMENT DISTRICT**



James P. Ward, Secretary



Charles Cook, Chairman

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2022-9 DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY LEE COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AUTHORIZING A FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT A

Legal Description of Affected Parcels

RHODES & RHODES LAND SURVEYING, INC.

*28100 BONITA GRANDE DRIVE #107 NAPLES, FLORIDA 34135
PHONE (339) 405-8166 FAX (339) 405-8163*

LEGAL DESCRIPTION
(FGCU PARCEL)

BEING A PORTION OF SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "W5-6", ESPLANADE LAKE CLUB PHASE 1 AS RECORDED IN INSTRUMENT NUMBER 2019000189935 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE EASTERLY BOUNDARY LINE OF SAID TRACT "W5-6", THE FOLLOWING 4 COURSES; (COURSE 1) NORTH 07°38'50" EAST, A DISTANCE OF 351.57 FEET TO A POINT OF CURVATURE; (COURSE 2) NORTHERLY, 228.68 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 2,000.00 FEET, THROUGH A CENTRAL ANGLE OF 06°33'04" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 04°22'18" EAST, 228.56 FEET; (COURSE 3) NORTH 01°05'46" EAST, A DISTANCE OF 292.24 FEET TO A POINT OF CURVATURE; (COURSE 4) NORTHERLY, 66.88 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,000.00 FEET, THROUGH A CENTRAL ANGLE OF 01°54'57" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 02°03'14" EAST, 66.88 FEET TO THE SOUTHEAST CORNER OF TRACT "O30", ESPLANADE LAKE CLUB PHASE 2 AS RECORDED IN INSTRUMENT NUMBER 2020000075347 SAID POINT BEING A POINT OF COMPOUND CURVATURE; THENCE ALONG THE EAST BOUNDARY LINE OF SAID TRACT "O30", NORTHERLY, 155.63 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,000.00 FEET, THROUGH A CENTRAL ANGLE OF 04°27'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 05°14'28" EAST, 155.59 FEET TO THE SOUTHWEST CORNER OF TRACT "F1, ESPLANADE LAKE CLUB PLAT THREE AS RECORDED IN INSTRUMENT NUMBER 2021000173051 OF SAID LEE COUNTY, FLORIDA; THENCE ALONG THE BOUNDARY LINE OF SAID PLAT THREE, THE FOLLOWING 5 COURSES; (COURSE 1) NORTH 89°09'13" EAST, A DISTANCE OF 563.00 FEET TO A POINT ON A NON-TANGENTIAL CURVE; (COURSE 2) SOUTHERLY, 1,343.46 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2,150.00 FEET, THROUGH A CENTRAL ANGLE OF 35°48'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 02°09'45" EAST, 1,321.71 FEET; (COURSE 3) SOUTH 20°03'48" EAST, A DISTANCE OF 1,285.37 FEET TO A POINT OF CURVATURE; (COURSE 4) SOUTHEASTERLY, 476.13 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 5,050.00 FEET, THROUGH A CENTRAL ANGLE OF 05°24'07" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 22°45'52" EAST, 475.96 FEET; (COURSE 5) SOUTH 25°27'56" EAST, A DISTANCE OF 198.92 FEET TO A POINT ON THE BOUNDARY LINE OF MIROMAR LAKES COMMUNITY DEVELOPMENT DISTRICT AS RECORDED IN INSTRUMENT NUMBER 2008000036958 OF SAID LEE COUNTY, FLORIDA SAID POINT BEING A POINT ON A NON-TANGENTIAL CURVE; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 3 COURSES; (COURSE 1) WESTERLY, 150.32 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 17°13'33" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°09'56" WEST, 149.76 FEET; (COURSE 2) NORTH 89°46'43" WEST, A DISTANCE OF 516.04 FEET; (COURSE 3) NORTH 15°43'44" WEST, A DISTANCE OF 920.90 FEET TO THE SOUTHEAST CORNER OF TRACT "0-3", MIROMAR LAKES UNIT XI-PENINSULA AS RECORDED IN INSTRUMENT NUMBER 2006000456819 OF SAID LEE COUNTY, FLORIDA; THENCE ALONG SAID BOUNDARY LINE THE FOLLOWING 5 COURSES; (COURSE 1) NORTH 15°43'44" WEST, A DISTANCE OF 57.53 FEET; (COURSE 2) NORTH 20°09'57" WEST, A DISTANCE OF 807.57 FEET; (COURSE 3) NORTH 89°48'06" WEST, A DISTANCE OF 80.00 FEET; (COURSE 4)

RHODES & RHODES LAND SURVEYING, INC.

***38100 BONITA GRANDE DRIVE #107 NAPLES, FLORIDA 34136
PHONE (239) 405-8166 FAX (239) 405-8163***

NORTH 20°09'57" WEST, A DISTANCE OF 344.08 FEET; (COURSE 5) SOUTH 88°10'32" WEST, A DISTANCE OF 3.61 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,742,562 SQUARE FEET OR 40.004 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE CENTERLINE OF ALICO ROAD (RIGHT OF WAY WIDTH VARIES), BEING SOUTH 89°27'22" WEST, AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.

JOHN SCOTT RHODES, PSM #5739
PROFESSIONAL SURVEYOR & MAPPER
STATE OF FLORIDA



Rhodes and Rhodes Land Surveying
28100 Bonita Grande Drive, STE 107
Bonita Springs, FL 34135
239-405-8166

LEGAL DESCRIPTION

BEING ALL OF LOTS 550 THROUGH 554, PORTION OF LOTS 549, TRACTS "O42" AND "R", ESPLANADE LAKE CLUB PLAT FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2021000402902, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 7, TOWNSHIP 46 SOUTH RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE SOUTH 00°50'47" EAST ALONG THE WEST LINE OF SAID SECTION 7, A DISTANCE OF 2,146.77 FEET TO A POINT ON THE NORTH LINE OF TRACT "O42", ESPLANADE LAKE CLUB PLAT FOUR, ACCORDING TO THE PLAT THEREOF AS RECORDED IN INSTRUMENT NUMBER 2021000402902 OF THE PUBLIC RECORDS OF LEE COUNTY, FLOIRDA AND TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT "O42" FOR THE FOLLOWING 2 COURSES, COURSE (1) NORTH 89°09'13" EAST, 55.00 FEET; COURSE (2) SOUTH 00°50'47" EAST, 352.35 FEET TO A POINT ON THE EASTERLY PROLONGATION LINE OF LOT 549, OF SAID ESPLANADE LAKE CLUB PLAT FOUR; THENCE SOUTH 89°09'13" WEST ALONG THE SOUTHERN BOUNDARY LINE AND THE EASTERLY PROLONGATION LINE OF SAID LOT 549, A DISTANCE OF 164.00 FEET; THENCE LEAVING THE SAID SOUTHERLY LOT LINE OF LOT 549 NORTH 24°06'02" WEST, A DISTANCE OF 106.15 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY, 162.34 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 23°15'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 12°28'24" WEST, 161.23 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "O42"; THENCE ALONG THE BOUNDARY LINE OF SAID TRACT "O42" FOR THE FOLLOWING 2 COURSES, COURSE (1) NORTH 00°50'47" WEST, 96.90 FEET; COURSE (2) NORTH 89°09'13" EAST, 183.40 FEET TO THE POINT OF BEGINNING.

CONTAINING 77,107 SQUARE FEET OR 1.770 ACRES, MORE OR LESS.

RESOLUTION 2023-12

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT AMENDING RESOLUTION 2022-9 DIRECTING THE CHAIRMAN AND DISTRICT STAFF TO REQUEST THE PASSAGE OF AN ORDINANCE BY LEE COUNTY, FLORIDA, AMENDING THE DISTRICT'S BOUNDARIES, AND AUTHORIZING SUCH OTHER ACTIONS AS ARE NECESSARY IN FURTHERANCE OF THAT PROCESS; AUTHORIZING A FUNDING AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

EXHIBIT B

Legal Description of Amended Boundaries



Rhodes and Rhodes Land Surveying
28100 Bonita Grande Drive, STE 107
Bonita Springs, FL 34135
239-405-8166

ESPLANADE LAKE CLUB CDD, AS AMENDED 2023

A TRACT OR PARCEL OF LAND LYING IN SECTIONS 11, 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 11; THENCE NORTH 89°43'01" WEST, ALONG THE NORTH LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 11 FOR 2,244.43 FEET TO AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE EASTERLY LINE OF LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 3165, AT PAGE 1800, LEE COUNTY RECORDS; THENCE SOUTH 01°00'21" EAST, ALONG SAID NORTHERLY PROLONGATION AND CONTINUING ALONG SAID EASTERLY LINE OF LANDS FOR 125.03 FEET TO AN INTERSECTION WITH THE SOUTH RIGHT OF WAY LINE OF ALICO ROAD, BEING 125 FEET SOUTH AS MEASURED PERPENDICULAR TO THE CENTER LINE THEREOF, AS DESCRIBED IN A DEED RECORDED IN INSTRUMENT NUMBER 2015000025953, LEE COUNTY RECORDS AND THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING RUN ALONG SAID SOUTH RIGHT OF WAY LINE FOLLOWING THREE (3) COURSES: COURSE NO. 1: SOUTH 89°43'01" EAST, 2,243.03 FEET; COURSE NO. 2: NORTH 88°58'52" EAST, 2,674.00 FEET; COURSE NO. 3: NORTH 89°27'22" EAST, 1,065.43 FEET; THENCE SOUTH 00°32'38" EAST, A DISTANCE OF 408.17 FEET; THENCE SOUTH 17°15'51" WEST, A DISTANCE OF 835.68 FEET; THENCE SOUTH 16°27'38" EAST, A DISTANCE OF 126.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 82.45 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 94°29'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 63°42'10" EAST, A DISTANCE OF 73.42 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 272.24 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 615.00 FEET, THROUGH A CENTRAL ANGLE OF 25°21'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 81°44'10" EAST, A DISTANCE OF 270.02 FEET; THENCE SOUTH 85°34'57" EAST, A DISTANCE OF 257.22 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 122.73 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 335.00 FEET, THROUGH A CENTRAL ANGLE OF 20°59'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 83°55'19" EAST, A DISTANCE OF 122.05 FEET; THENCE NORTH 73°25'35" EAST, A DISTANCE OF 101.88 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 165.48 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,250.00 FEET, THROUGH A CENTRAL ANGLE OF 07°35'07" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 12°46'52" EAST, A DISTANCE OF 165.36 FEET; THENCE SOUTH 16°34'25" EAST, A DISTANCE OF 31.50 FEET; THENCE NORTH 73°25'35" EAST, A DISTANCE OF 126.42 FEET; THENCE NORTH 73°25'35" EAST, A DISTANCE OF 165.10 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 197.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 718.50 FEET, THROUGH A CENTRAL ANGLE OF 15°43'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 81°17'24" EAST, A DISTANCE OF 196.61 FEET; THENCE NORTH 89°09'13" EAST, A DISTANCE OF 229.65 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 31.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 45°50'47" EAST, A DISTANCE OF 28.28 FEET; THENCE NORTH 00°50'47" WEST, A DISTANCE OF 76.50 FEET; THENCE NORTH 89°09'13" EAST, A DISTANCE OF 238.40 FEET; THENCE SOUTH 00°50'47" EAST, A DISTANCE OF 352.35 FEET; THENCE SOUTH 89°09'13" WEST, A DISTANCE OF 164.00 FEET; THENCE SOUTH 24°06'02" EAST, A DISTANCE OF 3.10 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 121.76 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 23°15'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 12°28'24" EAST, A DISTANCE OF 120.92 FEET; THENCE SOUTH 00°50'47" EAST, A DISTANCE OF 690.09 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 249.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 25°57'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 13°49'40" EAST, A DISTANCE OF 247.10 FEET; THENCE SOUTH 26°48'32" EAST, A DISTANCE OF 85.62 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY, 203.91 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 25°57'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS SOUTH 13°49'40" EAST, A DISTANCE OF 202.17 FEET; THENCE SOUTH 00°50'47" EAST, A DISTANCE OF 2,538.82 FEET; THENCE NORTH 89°09'13" EAST, A DISTANCE OF 25.00 FEET; THENCE SOUTH 00°50'47" EAST, A DISTANCE OF 1,393.41 FEET; THENCE SOUTH 89°09'13" WEST, A DISTANCE OF 41.92 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 294.10 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 567.95 FEET, THROUGH A CENTRAL ANGLE OF 29°40'11" AND BEING SUBTENDED BY A CHORD

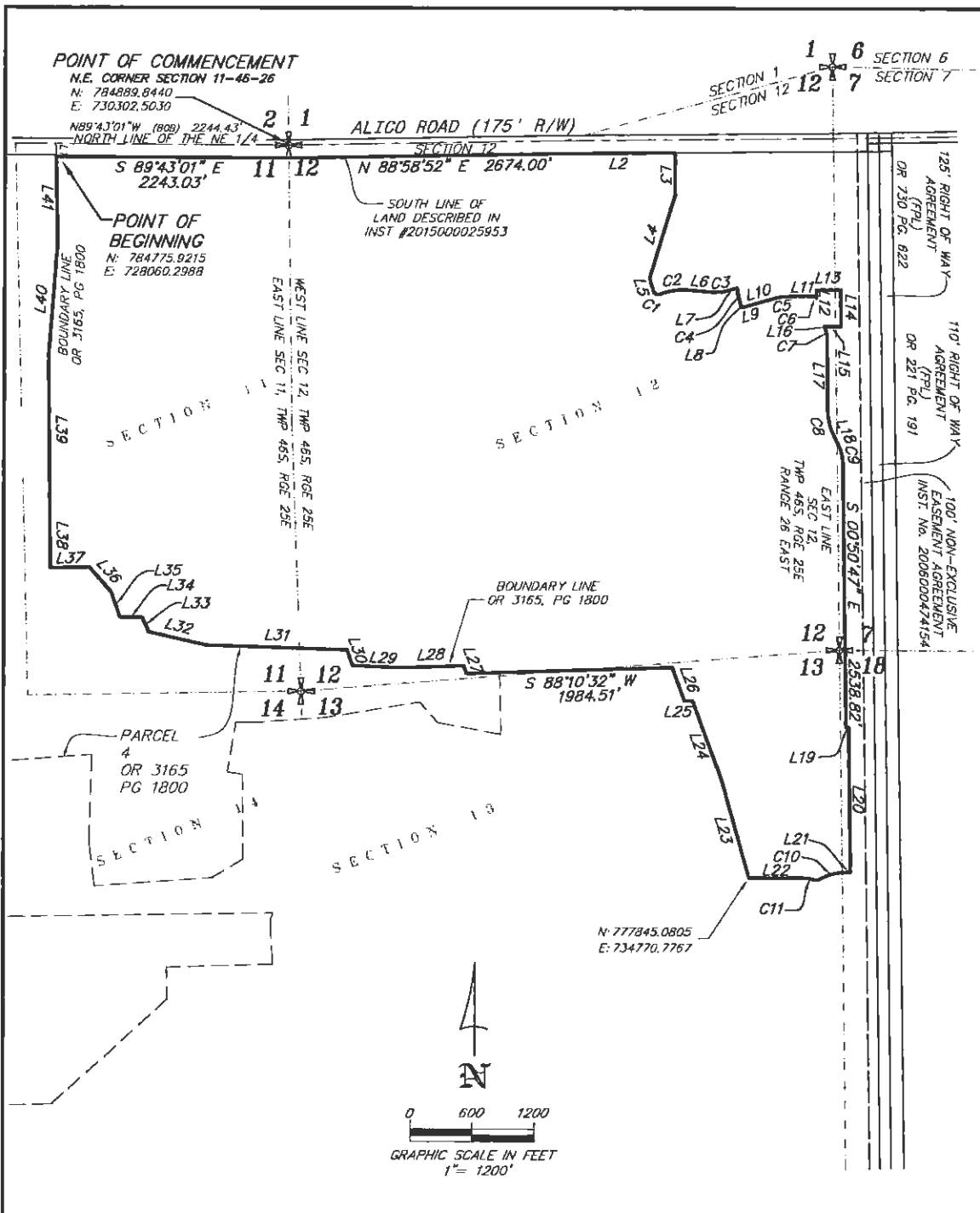


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239-405-8166

WHICH BEARS SOUTH 74°19'08" WEST, A DISTANCE OF 290.83 FEET TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, 150.33 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 500.00 FEET, THROUGH A CENTRAL ANGLE OF 17°13'35" AND BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 81°09'56" WEST, A DISTANCE OF 149.76 FEET; THENCE NORTH 89°46'43" WEST, A DISTANCE OF 516.03 FEET; THENCE NORTH 15°43'44" WEST, A DISTANCE OF 978.43 FEET; THENCE NORTH 20°09'57" WEST, A DISTANCE OF 807.57 FEET; THENCE NORTH 89°48'06" WEST, A DISTANCE OF 80.00 FEET; THENCE NORTH 20°09'57" WEST, A DISTANCE OF 344.08 FEET TO AN INTERSECTION WITH THE EASTERLY PROLONGATION OF A BOUNDARY LINE OF THOSE AFOREMENTIONED LANDS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS BOOK 3165, AT PAGE 1800, LEE COUNTY RECORDS; THENCE SOUTH 88°10'32" WEST, ALONG SAID EASTERLY PROLONGATION AND ALONG SAID BOUNDARY LINE, A DISTANCE OF 1,984.51 FEET; THENCE RUN THE FOLLOWING FIFTEEN (15) COURSE ALONG THE BOUNDARY OF LAST SAID LANDS; COURSE NO. 1: NORTH 21°30'12" WEST, 81.17 FEET; COURSE NO. 2: SOUTH 88°02'24" WEST, 612.22 FEET; COURSE NO. 3: NORTH 87°09'14" WEST, 469.81 FEET; COURSE NO. 4: NORTH 19°42'33" WEST, 157.74 FEET; COURSE NO. 5: NORTH 88°10'13" WEST, 1,363.08 FEET; COURSE NO. 6: NORTH 77°09'26" WEST, 573.01 FEET; COURSE NO. 7: NORTH 24°26'51" WEST, 150.17 FEET; COURSE NO. 8: NORTH 88°53'18" WEST, 216.95 FEET; COURSE NO. 9: NORTH 19°01'18" WEST, 249.76 FEET; COURSE NO. 10: NORTH 40°48'12" WEST, 322.81 FEET; COURSE NO. 11: SOUTH 88°47'46" WEST, 376.79 FEET; COURSE NO. 12: NORTH 00°16'17" WEST, 606.52 FEET; COURSE NO. 13: NORTH 00°39'26" WEST, 1,432.24 FEET; COURSE NO. 14: NORTH 04°19'45" EAST, 1,091.78 FEET; COURSE NO. 15: NORTH 01°00'21" WEST, 832.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 843.374 ACRES, MORE OR LESS.

Z:\CENTERPLACE - ESPLANADE LAKE CLUB\CDD Boundary\2023-742 ESPLANADE LAKES CDD SKETCH 2023.dwg BNDRY 10/31/2023 08:10:57



ABBREVIATIONS

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- B.O.B. = BASIS OF BEARING
- P.S.M. = PROFESSIONAL SURVEYOR & MAPPER
- L.B.# = LICENSED BUSINESS NUMBER
- L1 = LINE NUMBER
- C1 = CURVE NUMBER
- INST. = INSTRUMENT NUMBER
- PGS. = PAGES
- OR = OFFICIAL RECORD

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE CENTERLINE OF ALICO ROAD (RIGHT OF WAY WIDTH VARIES), BEING SOUTH 89°27'22" WEST, AND RELATE TO THE STATE PLANE COORDINATE SYSTEM ESTABLISHED BY THE NATIONAL GEODETIC SURVEY FOR FLORIDA WEST ZONE, 1983 DATUM WITH 1990 ADJUSTMENT.
2. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.
3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF, UNLESS OTHERWISE NOTED.

NOT A SURVEY

BY:
 JOHN SCOTT RHODES PSM #5739

SKETCH FOR DESCRIPTION		PSM: JSR
CDD BOUNDARY SKETCH AS AMENDED 2023		drawn: RWC
		checked: JSR
date: OCTOBER 30, 2023 scale: 1" = 1200' cdd file: 2023-742 ESPLANADE CDD SKETCH 2023		view: SKETCH
28100 BONITA GRANDE DRIVE SUITE 107 BONITA SPRINGS, FL 34135 (239) 405-8166 (239) 405-8163 FAX		project #: 2023-742
		sheet #: 3 of 4

CURVE TABLE

CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	50.00'	94°29'05"	82.45'	73.42'	S 63°42'10" E
C2	615.00'	25°21'45"	272.24'	270.02'	N 81°44'10" E
C3	335.00'	20°59'28"	122.73'	122.05'	N 83°55'19" E
C4	1250.00'	7°35'07"	165.48'	165.36'	S 12°46'52" E
C5	718.50'	15°43'39"	197.22'	196.61'	N 81°17'24" E
C6	20.00'	90°00'00"	31.42'	28.28'	S 45°50'47" E
C7	300.00'	23°15'15"	121.76'	120.92'	S 12°28'24" E
C8	550.00'	25°57'46"	249.22'	247.10'	S 13°49'40" E
C9	450.00'	25°57'46"	203.91'	202.17'	S 13°49'40" E
C10	567.95'	29°40'11"	294.10'	290.83'	S 74°19'08" W
C11	500.00'	17°13'35"	150.33'	149.76'	N 81°09'56" W

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 01°00'21" E	125.03'
L2	N 89°27'22" E	1065.43'
L3	S 00°32'38" E	408.17'
L4	S 17°15'51" W	835.68'
L5	S 16°27'38" E	126.05'
L6	S 85°34'57" E	257.22'
L7	N 73°25'35" E	101.88'
L8	S 16°34'25" E	31.50'
L9	N 73°25'35" E	126.42'
L10	N 73°25'35" E	165.10'
L11	N 89°09'13" E	229.65'
L12	N 00°50'47" W	76.50'
L13	N 89°09'13" E	238.40'
L14	S 00°50'47" E	352.35'
L15	S 89°09'13" W	164.00'
L16	S 24°06'02" E	3.10'
L17	S 00°50'47" E	690.09'
L18	S 26°48'32" E	85.62'
L19	N 89°09'13" E	25.00'
L20	S 00°50'47" E	1393.41'
L21	S 89°09'13" W	41.92'
L22	N 89°46'43" W	516.03'
L23	N 15°43'44" W	978.43'
L24	N 20°09'57" W	807.57'
L25	N 89°48'06" W	80.00'
L26	N 20°09'57" W	344.08'
L27	N 21°30'12" W	81.17'
L28	S 88°02'24" W	612.22'
L29	N 87°09'14" W	469.81'
L30	N 19°42'33" W	157.74'
L31	N 88°10'13" W	1363.08'
L32	N 77°09'26" W	573.01'
L33	N 24°26'51" W	150.17'
L34	N 88°53'18" W	216.95'
L35	N 19°01'18" W	249.76'
L36	N 40°48'12" W	322.81'
L37	S 88°47'46" W	376.79'
L38	N 00°16'17" W	606.52'
L39	N 00°39'26" W	1432.24'
L40	N 04°19'45" E	1091.78'
L41	N 01°00'21" W	832.93'

THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739

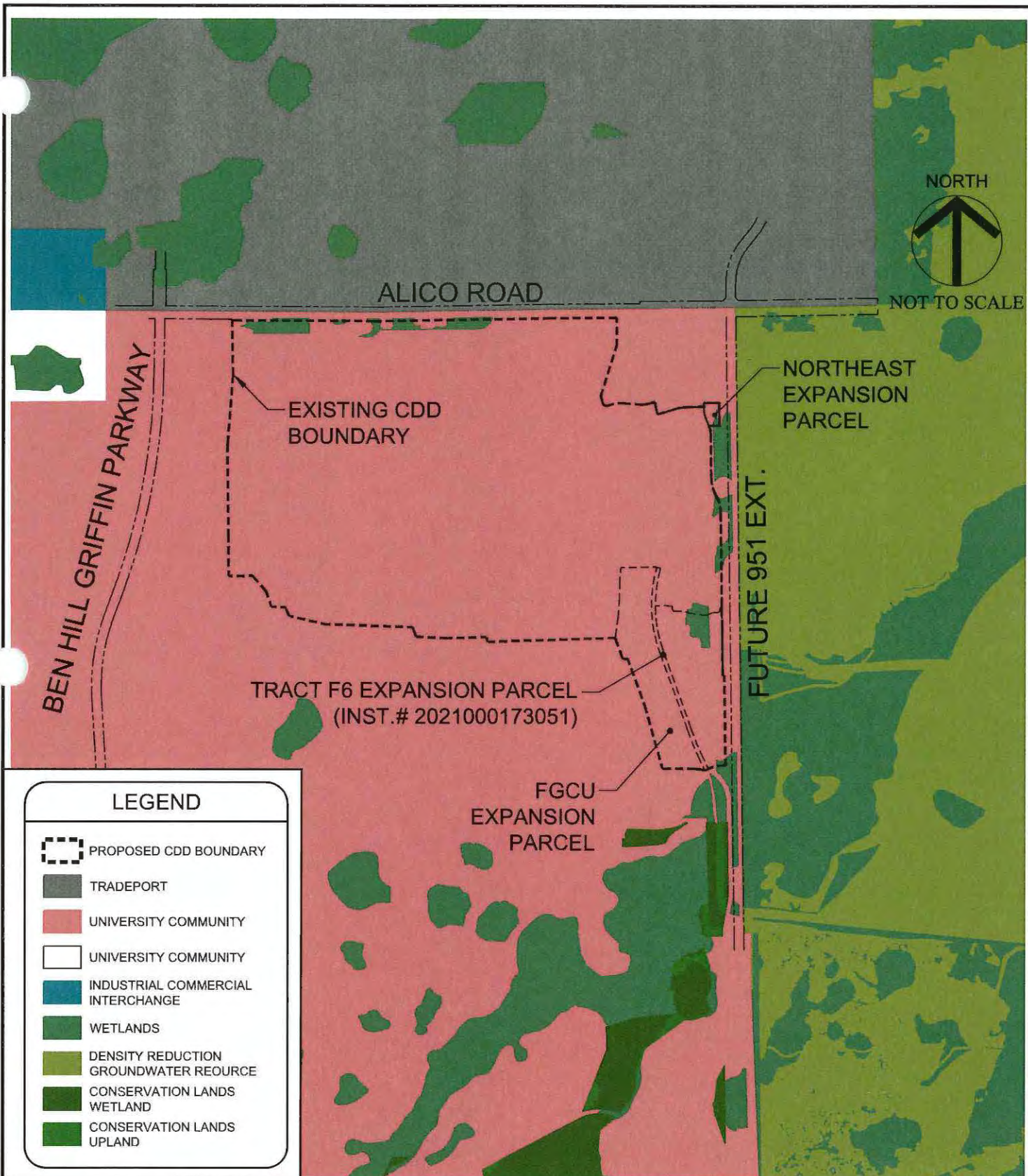


**RHODES
& RHODES**
LAND SURVEYING, INC.










28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135

(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

NOT A SURVEY



LEGEND

-  PROPOSED CDD BOUNDARY
-  TRADEPORT
-  UNIVERSITY COMMUNITY
-  UNIVERSITY COMMUNITY
-  INDUSTRIAL COMMERCIAL INTERCHANGE
-  WETLANDS
-  DENSITY REDUCTION GROUNDWATER RESOURCE
-  CONSERVATION LANDS WETLAND
-  CONSERVATION LANDS UPLAND

ESPLANADE LAKE CLUB FUTURE LAND USE MAP

PREPARED FOR:
TAYLOR MORRISON OF FLORIDA, INC.
 551 NORTH CATTLEMEN ROAD
 SARASOTA, FLORIDA 34232
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:
 11, 12, 13 46S 25E
 LEE COUNTY, FLORIDA

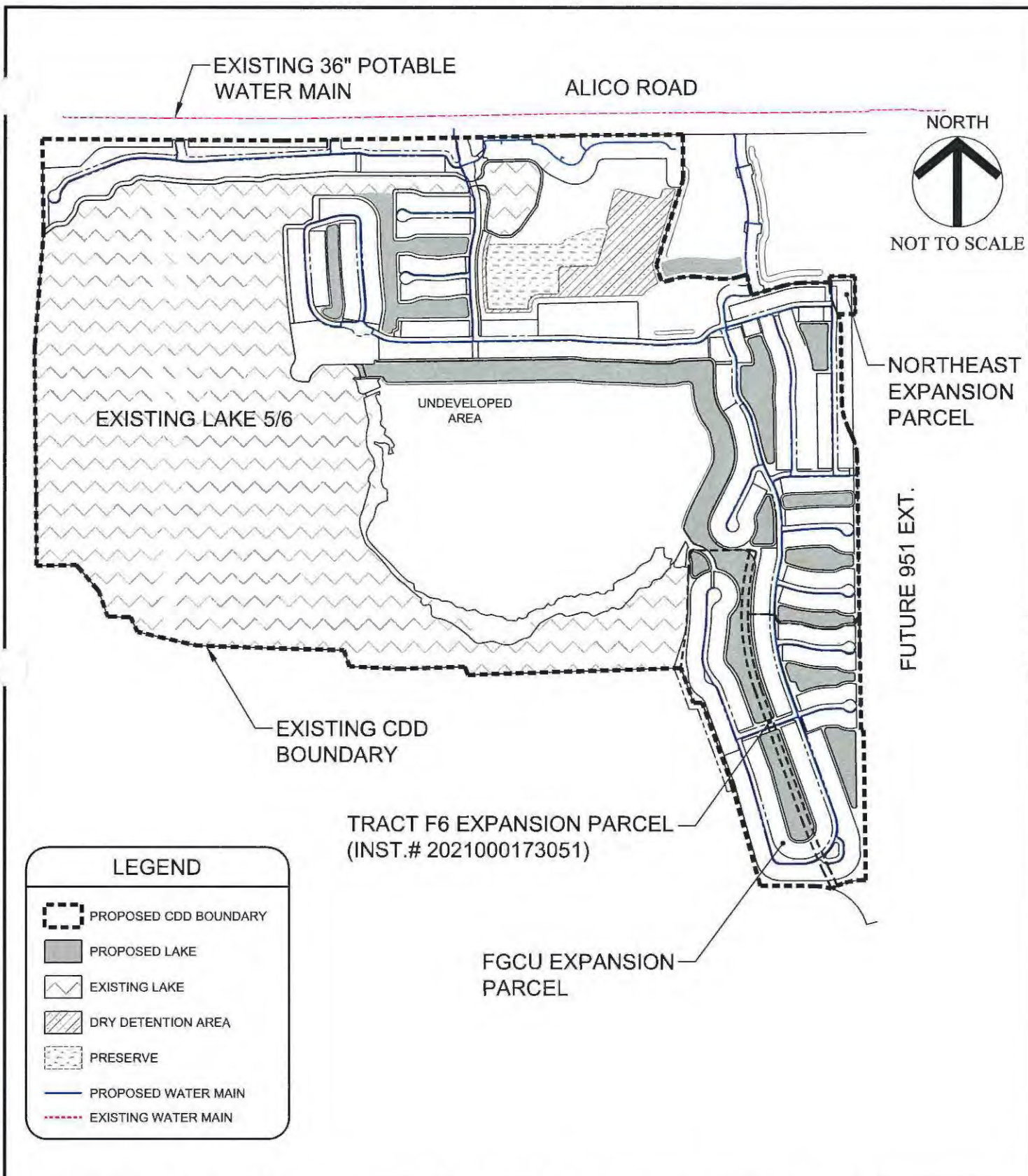
FILE NAME: 113.dwg
 SHEET: 13 OF 14

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
 FL LICENSE NO. 66421



ATWELL
 866.850.4200 www.atwell-group.com
 25100 BOYFA GRANDE DR. SUITE 305
 BOYFA SPRINGS, FL 34135
 239.405.7777

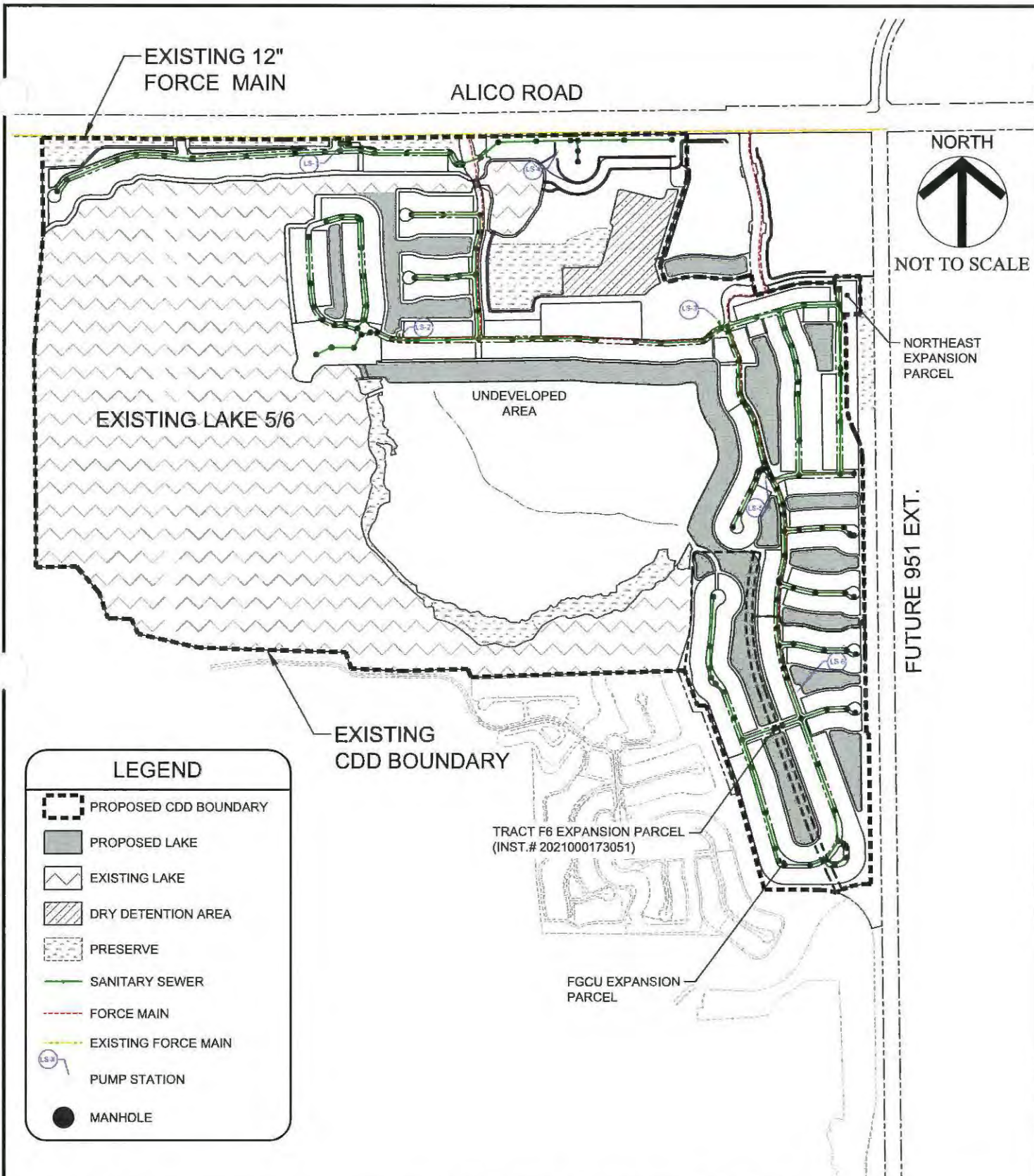


LEGEND

- PROPOSED CDD BOUNDARY
- PROPOSED LAKE
- EXISTING LAKE
- DRY DETENTION AREA
- PRESERVE
- PROPOSED WATER MAIN
- EXISTING WATER MAIN

ESPLANADE LAKE CLUB		POTABLE WATER FACILITIES EXHIBIT	
PREPARED FOR: TAYLOR MORRISON OF FLORIDA, INC. 551 NORTH CATTLEMEN ROAD SARASOTA, FLORIDA 34232 PHONE: (941) 371-0008 FAX: (941) 371-7998		SECTION: TOWNSHIP: RANGE: 11, 12, 13 46S 25E LEE COUNTY, FLORIDA FILE NAME: 106.dwg SHEET: 6 OF 14	
		FLORIDA CERTIFICATE OF AUTHORIZATION #8636 JEREMY H. ARNOLD, P.E. FL LICENSE NO. 66421	

ATWELL
 886.850.4200 www.atwell-group.com
 26100 BOJITA GRANDE DR., SUITE 305
 BOJITA, SPRINGFIELD, FL 34135
 238.405.7777



ESPLANADE LAKE CLUB

SANITARY SEWER FACILITIES EXHIBIT

PREPARED FOR:
TAYLOR MORRISON OF FLORIDA, INC.
 551 NORTH CATTLEMEN ROAD
 SARASOTA, FLORIDA 34232
 PHONE: (941) 371-0008 FAX: (941) 371-7998

SECTION: TOWNSHIP: RANGE:
 11, 12, 13 46S 25E
 LEE COUNTY, FLORIDA

FILE NAME: 107.dwg
 SHEET: 7 OF 14

FLORIDA CERTIFICATE OF AUTHORIZATION #8636

JEREMY H. ARNOLD, P.E.
 FL LICENSE NO. 66421





BOARD OF COUNTY COMMISSIONERS

Kevin Ruane
District One

July 20, 2022

Via E-Mail

Cecil L Pendergrass
District Two

Brandon Hadlock

Raymond Sandelli
District Three

Atwell, LLC

28100 Bonita Grande Drive, STE 3

Brian Hamman
District Four

Bonita Springs, FL 34135

Frank Mann
District Five

RE: Potable Water and Wastewater Availability

Roger Desjarlais
County Manager

Centerplace

STRAP # 13-46-25-00-00001.0110 and 13-46-25-L2-210F2.0000

Richard Wm Wesch
County Attorney

Dear Mr. Hadlock:

Donna Marie Collins
*County Chief
Hearing Examiner*

The subject property is located within Lee County Utilities Future Service Area as depicted on Maps 4A and 4B of the Lee County Comprehensive Land Use Plan. Potable water and sanitary sewer lines are in operation adjacent to the property mentioned above. However, in order to provide service to the subject parcels, developer funded system enhancements such as line extensions may be required.

Your firm has indicated that this project will consist of 201 single family units with an estimated flow demand of approximately 50,250 gallons per day. Lee County Utilities presently has sufficient capacity to provide potable water and sanitary sewer service as estimated above.

Availability of potable water and sanitary sewer service is contingent upon final acceptance of the infrastructure to be constructed by the developer. Upon completion and final acceptance of this project, potable water service will be provided through our Green Meadows Water Treatment Plant.

Sanitary sewer service will be provided by Three Oaks Water Reclamation Facility. The Lee County Utilities' Design Manual requires the project engineer to perform hydraulic computations to determine what impact this project will have on our existing system.

There are no reuse mains in the vicinity of this parcel.

Prior to beginning design work on this project, please meet with LCU Staff to determine the best point of connection and discuss requirements for construction.

This letter should not be construed as a commitment to serve, but only as to the availability of service. Lee County Utilities will commit to serve only upon receipt of all appropriate connection fees, a signed request for service and/or an executed service agreement, and the approval of all State and local regulatory agencies.

Further, this letter of availability of potable water and sanitary sewer service is to be utilized for Development Review and SFWMD only. Individual letters of availability will be required for the purpose of obtaining building permits.

Sincerely,

LEE COUNTY UTILITIES

A handwritten signature in blue ink that reads "Mary McCormic". The signature is written in a cursive style.

Mary McCormic
Technician Senior
239-533-8532
UTILITIES ENGINEERING

Esplanade Lake Club Community Development District

Ownership and Maintenance Responsibilities

FACILITY	FUNDED BY	O & M	OWNERSHIP
Private Roadways	Developer	HOA	HOA
Recreational Facilities	Developer	HOA	HOA
Exterior Landscaping & Hardscape	CDD	CDD	CDD
Interior Landscaping	Developer	HOA	HOA
Water & Wastewater Facilities	CDD	County	County
Public Irrigation Facilities	Developer	HOA	HOA
Stormwater Management	CDD	CDD	CDD

Esplanade Lake Club Community Development District

Cost Estimate

Description of Facilities to be Constructed by District	Estimated Construction Cost
Exterior Landscaping/Hardscape	\$393,000.00
Water Facilities	\$363,000.00
Wastewater Facilities	\$505,000.00
Irrigation Facilities	\$0.00
Stormwater Facilities	\$2,823,000.00
Environmental Preserves/Mitigation	\$1,260,000.00
Off-Site Improvements	\$0.00
Permitting	\$156,000.00
Professional Fees	\$595,000.00
Contingency	\$914,000.00
TOTAL:	\$7,009,000.00

ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT

STATEMENT OF ESTIMATED REGULATORY COSTS
PETITION TO AMEND THE BOUNDARIES OF DISTRICT

Prepared by:

11/13/2023

JPWard & Associates LLC

James P. Ward, Chief Operating Officer
JPWard & Associates, LLC

JimWard@JPWardAssociates.com



2301 NORTHEAST 37TH STREET
FORT LAUDERDALE, FL 33308
954.658.4900

1.0 Introduction

1.1 Purpose and Scope

This Statement of Estimated Regulatory Costs (“SERC”) supports the Petition to Amend the Boundaries (“Petition”) for the Esplanade Lake Club Community Development District (“District”). The District currently encompasses 797.081 acres of land, more or less, located within Lee County, Florida and this amendment adds 46.293 acres of land into the District (“Expansion Parcel”). After amendment, the District will encompass 843.374 acres in total. The limitations on the scope of this SERC are explicitly set out in Section 190.002(2)(d), F.S. (governing District formation or alteration) as follows:

“That the process of establishing such a district pursuant to uniform general law shall be fair and based only on factors material to managing and financing the service delivery function of the district, so that any matter concerning permitting or planning of the development is not material or relevant (emphasis added).”

1.2 Overview of the Development and the District

A Community Development District (“CDD”) is an independent unit of special purpose local government created and chartered by Chapter 190, Florida Statutes, to plan, finance, construct, operate and maintain community-wide infrastructure in large, planned community developments. It may be established and/or amended on the proposed property by ordinance and this SERC is related only to the petition to amend the boundaries of the existing District. CDD’s provide a “solution to the state’s planning, management and financing needs for delivery of capital infrastructure to service projected growth without overburdening other governments and their taxpayers.” Section 190.002(1)(a), F.S.

A CDD is not a substitute for the local, general purpose, government unit, i.e., the County in which the CDD lies. A CDD does not have the permitting, zoning or police powers possessed by general purpose governments. A CDD is an alternative means of financing, constructing, operating, and maintaining community infrastructure for planned developments. The scope of this SERC is limited to evaluating the consequences of approving the proposal to establish the District.

2.0 Statement of Estimated Regulatory Costs

2.1 Requirements for a Statement of Estimated Regulatory Costs

Section 120.541(2), F.S., defines the elements a statement of estimated regulatory costs must contain the following elements:

- a) An economic analysis showing whether the rule directly or indirectly:
 - i. Is likely to have an adverse impact on economic growth, private sector job creation or employment, or private sector investment in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
 - ii. Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
 - iii. Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

- b) A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.
- c) A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.
- d) A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, “transactional costs” are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.
- e) An analysis of the impact on small businesses as defined by s. 288.703, and an analysis of the impact on small counties and small cities as defined in s. 120.52. The impact analysis for small businesses must include the basis for the agency’s decision not to implement alternatives that would reduce adverse impacts on small businesses.
- f) Any additional information that the agency determines may be useful.
- g) In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under Section 120.541(1)(a) and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

The references to the “rule” in the statutory requirements for the Statement of Estimated Regulatory Costs also apply to an “ordinance” under Section 190.005 (2)(a), F.S. as amended.

3.0 Analysis of Required Elements of the Statement of Estimated Regulatory Costs

3.1 Questions:

- 3.1.1** Is likely to have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- 3.1.2** Is likely to increase regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.
- 3.1.3** A good faith estimate of the number of individuals and entities likely to be required to comply with the rule, together with a general description of the types of individuals likely to be affected by the rule.

3.2 Responses:

3.2.1 The ordinance to amend the boundaries of the District will not have any adverse impact (direct or indirect) on economic growth, private sector job creation or employment, private sector investments, business competitiveness, the ability of persons doing business in the State to compete with persons doing business in other states or domestic markets, productivity, or innovation.

Any increases in regulatory costs, principally dealing with transactional costs as a result of imposition of special assessments by the District will be the direct result of facilities and services provided by the District to the landowners within the District, and it should be noted that property ownership in the District is voluntary and all costs associated with the District are required to be disclosed to prospective purchasers prior to sale, these costs are self-imposed and offset by the benefits derived from the services provided by the District.

Next, the sole reason for the amendment of the District's boundaries is to provide public facilities and services to support the development of the Community. The District will promote local economic activity, create local value, lead to local private sector investment and is likely, at least in the short term, to support local private sector employment and/or lead to local new job creation.

The District will allow to plan, fund, implement, operate and maintain, for the benefit of the landowners within the District, various public facilities and services necessary for the continued development of the community. Such facilities and services will allow for the development of the land within the District for private use. The provision of District's infrastructure and the subsequent development of the private land will generate private economic activity, private economic growth, private investment and employment, and job creation. The District will use proceeds of indebtedness to fund construction of public infrastructure, which will be constructed by private firms, and once constructed, will use private firms to operate and maintain such infrastructure/provide services to the landowners and residents of the District. While similar economic growth, private sector job creation or employment, or private sector investment could be achieved in the absence of the District by the private sector alone, the fact that the District was requested by the private developer means that the private developer considers the operation of the District as beneficial to the process of land development and the future economic activity taking place within the District, which in turn will lead directly or indirectly to the economic growth, likely private sector job and/or support private sector employment, and private sector investments.

When assessing the question of whether the District is likely to directly or indirectly have an adverse impact on business competitiveness, including the ability of persons doing business in the state to compete with persons doing business in other states or domestic markets, productivity, or innovation, one has to compare these factors in the presence and in the absence of the District in the development. When the question is phrased in this manner, it can be surmised that the District is likely to not have a direct or indirect adverse impact

on business competitiveness, productivity, or innovation versus that same development without the District. Similarly to a purely private solution, District contracts will be bid competitively so as to achieve the lowest cost/best value for any particular infrastructure or services desired by the landowners under a "lowest responsive/responsible bid" method, which will insure that contractors wishing to bid for such contracts will have to demonstrate to the District the most optimal mix of cost, productivity and innovation. Additionally, the District for the development is not likely to cause the award of the contracts to favor non-local providers any more than if there was no District. The District in its purchasing decisions will not vary from the same principles of cost, productivity and innovation that guide private enterprise.

3.3 Question:

- 3.3.1** Likelihood on an increase in regulatory costs, including any transactional costs, in excess of \$1 million in the aggregate within 5 years after the implementation of the rule.

3.4 Response:

- 3.4.1** The amendment to the boundaries of the District will not increase any regulatory costs of the State or the County. The District will pay a one-time filing fee to Lee County to offset any expenses that the County may incur in the processing of this petition. Similarly, the District will continue to pay the required to pay the annual Special District Filing Fee, which fee is meant to offset any State costs related to its oversight of all special districts in the State.

The amendment of the boundaries of the District will, however, directly increase regulatory costs to the new landowners within the District. Such increases in regulatory costs, principally the anticipated increases in transactional costs as a result of likely imposition of special assessments and use fees by the District will be the direct result of facilities and services provided by the District to the landowners within the District. However, as property ownership in the District is completely voluntary, all current property owners must consent to the establishment of the District and the likelihood of additional transaction costs, and all initial prospective buyers must have such additional transaction costs disclosed to them prior to sale, as required by State law, such increases should be considered voluntary, self-imposed, and as a tradeoff for the services and facilities provided by the District. As to the anticipated amount of the transactional costs in the aggregate within 3 years, they are anticipated to not exceed approximately \$7,009,000.00 as more fully described in the cost estimate table in the Petition and this SERC.

3.5 Question:

- 3.5.1** A good faith estimate of the number of individuals and entities likely to be required to comply with the ordinance, together with a general description of the types of individuals likely to be affected by the ordinance.

3.6 Response:

3.6.1 The Expansion Parcel serves land that comprises 46.293 acres in size and in the master planned residential development, currently planned to be made up of an estimated additional 53 residential dwelling units along with currently planned facilities in the District of a clubhouse/amenity feature such as pool and meeting room(s) and outdoor recreational uses. The property owners in the District will be individuals that may operate industrial, manufacturing and other retail and non-retail related businesses outside the boundaries of the District.

3.7 Question:

3.7.1 A good faith estimate of the cost to the agency, and to any other state and local government entities, of implementing and enforcing the proposed rule, and any anticipated effect on state or local revenues.

3.8 Response:

3.8.1 There is no state agency promulgating any rule relating to this project that is anticipated to effect state or local revenues. In this regard it is important to note that any debt obligations incurred by the District to construct its infrastructure, or for any other reason, are not debts of the State of Florida, the County, or any other unit of local government. In accordance with State law, debts of the District are strictly its own responsibility.

3.9 Question:

3.9.1 A good faith estimate of the transactional costs likely to be incurred by individuals and entities, including local government entities, required to comply with the requirements of the rule. As used in this section, "transactional costs" are direct costs that are readily ascertainable based upon standard business practices, and include filing fees, the cost of obtaining a license, the cost of equipment required to be installed or used or procedures required to be employed in complying with the rule, additional operating costs incurred, the cost of monitoring and reporting, and any other costs necessary to comply with the rule.

Respond shown on next page.

3.10 Response:

3.10.1 Individuals and Entities:

Table 1 below provides an outline of the various facilities and services the District may provide.

Description	Constructed by	Ownership	Maintenance
Private Roadways	Developer	HOA	HOA
Recreational Facilities	Developer	HOA	HOA
Exterior Landscaping & Hardscape	CDD	CDD	CDD
Interior Landscaping	Developer	HOA	HOA
Water & Wastewater Facilities	CDD	County	County
Public Irrigation Facilities	Developer	HOA	HOA
Stormwater Management	CDD	CDD	CDD

The District may enter an agreement with the Homeowner’s Associations for the operations and maintenance of the facilities that will remain in the ownership of the District.

The petitioner has estimated the design and development costs for providing the capital facilities as outlined in Table 1. The cost estimates are shown in Table 2 below. Total design and development costs for these facilities are estimated to be approximately \$7,009,000.00. The District may levy non-ad valorem special assessment (by a variety of names) and may issue revenue and other bonds to fund the management of these facilities. These bonds would be repaid through non-ad valorem special assessments (by a variety of names) levied on all properties in the District that receive special and peculiar benefit from the District’s capital improvement program as outlined in Table 2.

Prospective future landowners in the Development may be required to pay non-ad valorem special assessments levied by the District to provide for facilities or operations and maintenance and secure any debt incurred through bond issuance. In addition to the levy of non-ad valorem special assessments which may be used for debt service, the District may also levy a non-ad valorem assessment to fund the operations and maintenance of the District and its facilities and services. However, locating in the District by new residents is completely voluntary and levy of such assessments, as well as the prospect of such assessments, are noticed and disclosed fully. So, ultimately, all owners and users of the affected property choose to accept the non-ad valorem assessments as a tradeoff for the services and facilities that the District will provide. In

addition, state law requires all assessments levied by the District to be disclosed by the seller to all prospective purchasers of property within the District.

A Community Development District "CDD" provides the property owners with an alternative mechanism of providing public services; however, special assessments and other impositions levied by the District (and collected by law) represent the transactional costs incurred by landowners as a result of the establishment of the District. Such transactional costs should be considered in terms of costs likely to be incurred under alternative public and private mechanisms of service provision, such as other independent Special Districts, County or its Dependent Districts or county management, but financing with municipal service benefit units and municipal service taxing units which are not Districts, or private entities, all of which can be grouped into three major categories: public district, public other, and private.

With regards to costs of public district mechanism of public services delivery to the developments within the proposed area, Dependent and other Independent Special Districts can be used to manage the provision of infrastructure and services, however, they are limited in the types of services they can provide, and likely it would be necessary to employ more than one district to provide all services needed by the development. Transaction costs resulting from the employment of more than one district would likely be higher than those resulting from a single entity such as a CDD.

Other public entities, such as municipalities and counties, also are capable of providing services, however, their costs in connection with the new services and infrastructure required by the new development, transaction costs, would be borne by all taxpayers, unduly burdening existing taxpayers and would also be inconsistent with the State's policy of "growth paying for growth".

Lastly, services and improvements could be provided by private entities. However, their interests are primarily short-term profits and there is no public accountability. The marginal benefits of tax-exempt financing utilizing CDDs would cause the CDD to utilize its lower transactional costs to enhance the quality of infrastructure and services.

In considering transactional costs of CDDs, it shall be noted that occupants of the lands to be included within the District will receive three major classes of benefits.

First, those residents in the District will receive a higher level of public services which in most instances will be sustained over longer periods of time than would otherwise be the case.

Second, a CDD is a mechanism for assuring that the community services will be completed concurrently with development of lands within the Development. This satisfies the revised growth management legislation, and it assures that growth pays for itself without undue burden on other consumers. The

amendment of the boundaries of the District will ensure that these landowners pay for the provision of facilities, services and improvements to these lands

Table 2. Cost Estimate for District Facilities

Description of Facilities to be Constructed by District	Estimated Construction Cost
Exterior Landscaping/Hardscape	\$ 393,000.00
Water Facilities	\$ 363,000.00
Wastewater Facilities	\$ 505,000.00
Irrigation Facilities	\$ 0.00
Storm Water Facilities	\$ 2,823,000.00
Environmental Preserves/Mitigation	\$ 1,260,000.00
Off-Site Improvements	\$ 0.00
Permitting	\$ 156,000.00
Professional Fees	\$ 595,000.00
Contingency	\$ 914,000.00
Total:	\$ 7,009,000.00

Third, a CDD is the sole form of local governance which is specifically established to provide District landowners with planning, construction, implementation and short- and long-term maintenance of community infrastructure at sustained levels of service.

The cost impact on the ultimate landowners in the Development is not the total cost for the District to provide infrastructure services and facilities. Instead, it is the incremental costs above, if applicable, what the landowners would have paid to install infrastructure via an alternative financing mechanism. Given the low cost of capital for a CDD due to tax-exempt financing, landowners within the District can usually expect the marginal benefits of finance savings directed toward higher quality of infrastructure than landowners in similar developments not located within CDDs.

State Governmental Agencies:

There will be only a modest cost to the Department of Economic Opportunity and any other State governmental entity to implement the establishment of the District. The District as proposed is within unincorporated Collier County.

Local Government: (Lee County)

The District is located in unincorporated in Lee County, Florida, and, as amended, will consists of approximately 843.374 acres more or less. Lee County and its staff may process, analyze, conduct a public hearing, and vote upon the petition to establish the District. These activities will absorb some resources. The costs to

review the record of the local hearing, the transcript of the hearing, and the ordinance adopted by the local general-purpose government will be offset by the filing fee required under 190.005 (1), F.S.

These costs to Lee County are modest for a number of reasons. First, according to Chapter 190, F.S., review of the Petition to establish the District does not include analysis of any community developments within the boundaries of the District. Second, the Petition itself provides much of the information needed for a staff review. Third, local governments already possess the staff needed to conduct the review without the need for new staff. Fourth, there is no capital required to review the Petition. Fifth, the potential costs are offset by the required filing fee. Finally, general purpose local governments routinely process petitions for land uses and zoning changes that are far more complex than is the Petition to establish a community development district.

The annual costs to the County, are minimal, in that they consist of the District filing certain reports with the County, such as proposed and adopted budgets, notice of annual meetings, etc.

3.11 Question:

3.11.1 An analysis of the impact on small businesses as defined by s. 288.703, F.S., and an analysis of the impact on small counties and small cities as defined in s. 120.52, F.S. The impact analysis for small businesses must include the basis for the agency's decision not to implement alternatives that would reduce adverse impacts on small businesses.

3.12 Response:

3.12.1 There will be no impact on small businesses because of the amendment to the boundaries of the District. If anything, the impact may be positive. Lee County has an estimated population that is greater than 75,000 according to the Census estimates as of July, 2016 ; therefore the County is not defined as a "small " County according to Section 120.52 (18), F.S, and there will accordingly be no impact on County because of the establishment of the District.

3.13 Question:

3.13.1 Any additional information that the agency determines may be useful.

3.13.2 In the statement or revised statement, whichever applies, a description of any regulatory alternatives submitted under paragraph (1)(a) of Chapter 120.541 and a statement adopting the alternative or a statement of the reasons for rejecting the alternative in favor of the proposed rule.

3.14 Response:

3.14.1 The analysis provided above is based on a straightforward application of economic theory, especially as it relates to tracking the incidence of regulatory costs and benefits. Inputs were received from the Petitioner's Engineer and other professionals associated with the Petitioner.

Finally, it is useful to reflect upon the question of whether the proposed amendment to the boundaries of the District is the best alternative to provide community facilities and services to the project. As an alternative to the District, Lee County could approve a dependent special district for the area, such as an MSBU or a special taxing district. Either of these alternatives could finance the improvements contemplated in Table 2 in a fashion similar to the District.

There are a number of reasons why a dependent district is not the best alternative for providing community facilities and services to the proposed District. First, unlike the District, the alternatives would require the County to administer the project and its facilities and services. As a result, the costs for these services and facilities would not be attributed to the land directly benefiting from them, as the case would be with the District. Administering a project of the size and complexity of the development program anticipated for the lands to be included in the District is a significant and expensive undertaking.

Second, a District is preferable from a government accountability perspective. With a District, residents and landowners in the District would have a focused unit of government ultimately under their direct control. The District can then be more responsive to resident needs without disrupting other County responsibilities. By contrast, if the County were to establish dependent districts, then the residents and landowners of the proposed District would take their grievances and desires to the County.

Third, any debt of a District is strictly the District's responsibility. While it may be technically true that the debt of a County-established, dependent special district is not strictly the County's responsibility, any financial problems that the special district may have will inevitably entangle the County. This will not be the case if the proposed District is established.

Another alternative to the District would be for a homeowners' association ("HOA") to provide the infrastructure, operations and maintenance of community facilities and services. A District is superior to a HOA for a variety of reasons. First, unlike a HOA, a District can obtain low cost funds from the municipal capital markets. Second, the District can impose and collect its assessments along with other property taxes. Therefore, the District is far more assured of obtaining its needed funds than is a HOA. Third, the proposed District is a unit of local government. This provides a higher level of oversight and accountability.

Prepared by and return to:
Edward P. Canterbury, Esq.
HENDERSON, FRANKLIN, STARNES & HOLT, P.A.
1715 Monroe Street
Fort Myers, FL 33901
239-344-1100
File Number: 7197.30 EPC

Parcel ID No. 13-46-25-00-00001.0110

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 8th day of December, 2022 between FLORIDA GULF COAST UNIVERSITY FOUNDATION, INC., a Florida not for profit corporation, whose post office address is 10501 FGCU Boulevard, S., Fort Myers, Florida 33965, grantor, and TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, whose post office address is 4900 North Scottsdale Road, Suite 20000, Scottsdale, Arizona, 85251, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) 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 Lee County, Florida, to-wit:

Attached hereto as Exhibit "A".

Subject to taxes for 2023 and subsequent years; covenants, conditions, restrictions, easements, reservations, and limitations of record, if any, listed on Exhibit "B" attached hereto, but without intent to reimpose same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

**"Grantor" and "Grantee" are used for singular or plural, as context requires.

SIGNATURE PAGE FOLLOWS

IN WITNESS WHEREOF, Grantor has caused this Special Warranty Deed to be executed by its duly authorized representative on the day and year first above written.

Signed, sealed and delivered in our presence:

FLORIDA GULF COAST UNIVERSITY
FOUNDATION, INC., a Florida not for profit
corporation

By: Katherine C
Katherine C. Green, Executive Director

G L Br
Witness Name: GARY L BOGUE

Ally
Witness Name: Ally Led 110

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8th day of December, 2022 by Katherine C. Green as Executive Director for FLORIDA GULF COAST UNIVERSITY FOUNDATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Notary Seal]



Brianna Catton
Notary Public
Printed Name: Brianna Catton
My Commission
Expires: July 08, 2023

EXHIBIT "A"

A PARCEL OF LAND LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LYING SOUTH OF ALICO ROAD, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF A FLORIDA POWER & LIGHT EASEMENT (110 FEET WIDE) AS DESCRIBED IN OFFICIAL RECORDS BOOK 221, PAGE 191 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE MAINTAINED SOUTH RIGHT-OF-WAY LINE OF ALICO ROAD (100 FEET WIDE); THENCE, ALONG THE WEST LINE OF SAID FLORIDA POWER & LIGHT EASEMENT (110 FEET WIDE) FOR THE FOLLOWING TWO (2) COURSES:

1. S.00°50'47"E., 4,882.66 FEET;
2. S.00°50'47"E., 4,721.99 FEET

TO AN INTERSECTION WITH NORTH LINE OF THE SOUTH 890.43 FEET OF THE WEST 565 FEET OF SECTION 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE, ALONG SAID NORTH LINE S.89°23'43"W., 330.00 FEET; THENCE, ALONG THE WEST LINE OF THE SOUTHWEST ONE-QUARTER OF THE AFOREMENTIONED SECTION 18, N.00°50'47"W., 66.66 FEET; THENCE N.09°57'20"E., 533.57 FEET; THENCE N.00°50'47"W., 1,447.68 FEET TO A POINT OF CURVATURE; THENCE, ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO SOUTHWEST, HAVING FOR ITS ELEMENTS A RADIUS 500.00 FEET, A CENTRAL ANGLE OF 71°42'20", A CHORD DISTANCE OF 585.70 FEET, A CHORD BEARING OF N.36°41'57"W., AN ARC DISTANCE OF 625.75 FEET TO THE POINT OF BEGINNING; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE SOUTH HAVING FOR ITS ELEMENTS A RADIUS OF 500.00 FEET, A CENTRAL ANGLE OF 17°13'36", A CHORD DISTANCE OF 149.77 FEET, A CHORD BEARING OF N.81°09'55"W., AN ARC DISTANCE OF 150.33 FEET; THENCE N.89°46'43"W., 516.03 FEET; THENCE, ALONG THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 3345, PAGE 818 OF THE AFOREMENTIONED PUBLIC RECORDS FOR THE FOLLOWING FIVE (5) COURSES:

1. N.15°43'44"W., 978.43 FEET;
2. N.20°09'57"W., 807.57 FEET;
3. N.89°48'06"W., 80.00 FEET;
4. N.20°09'57"W., 344.08 FEET;
5. S.88°10'32"W., 3.61 FEET;

THENCE N.07°38'50"E., 351.57 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE WEST HAVING FOR ITS ELEMENTS A RADIUS OF 2,000.00 FEET, A CENTRAL ANGLE OF 06°33'04", A CHORD DISTANCE OF 228.56 FEET, A CHORD BEARING OF N.04°22'18"E., AN ARC DISTANCE OF 228.68 FEET; THENCE N.01°05'46"E., 292.24 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE EAST HAVING FOR ITS ELEMENTS A RADIUS OF 2,000.00 FEET, A CENTRAL ANGLE OF 04°03'35", A CHORD DISTANCE OF 141.68 FEET, A CHORD BEARING OF N.03°07'34"E., AN ARC DISTANCE OF 141.71 FEET; THENCE CONTINUE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 02°18'52", A DISTANCE OF 80.79 FEET; THENCE N.89°09'13"E., 563.00 FEET; THENCE, ALONG THE ARC OF A NON-TANGENT CIRCULAR CURVE CONCAVE TO THE EAST HAVING FOR ITS ELEMENTS A RADIUS OF 2,150.00

FEET, A CENTRAL ANGLE OF 35°48'07", A CHORD DISTANCE OF 1,321.71 FEET, A CHORD BEARING OF S.02°09'45"E., AN ARC DISTANCE OF 1,343.46 FEET; THENCE S.20°03'48"E., 1,285.37 FEET; THENCE ALONG THE ARC OF A TANGENT CIRCULAR CURVE CONCAVE TO THE NORTHEAST HAVING FOR ITS ELEMENTS A RADIUS OF 5,050.00 FEET, A CENTRAL ANGLE OF 05°24'07", A CHORD DISTANCE OF 475.96 FEET, A CHORD BEARING OF S.22°45'52"E., AN ARC DISTANCE OF 476.13 FEET; THENCE S.25°27'56"E., 198.92 FEET TO THE POINT OF BEGINNING.

[End of Exhibit "A"]

EXHIBIT "B"

Permitted Exceptions

1. Terms and conditions of Easement Agreement recorded May 4, 1994 recorded in Official Records Book 2497, Page 1569, as affected by Agreement dated September 24th, 2001 and recorded October 22, 2001 in Official Records Book 3506 page 4776.
2. Grant of License for Construction and Maintenance of Berm, Swale and Levy, and Removal of Spoil Fines recorded in Official Records Instrument Number 2005000142684.
3. Terms and conditions of Ingress, Egress and Utility Easement Agreement recorded in Official Records Instrument Number 2010000230562.
4. Agreement Concerning Development recorded in Official Records Instrument Number 2011000059193.
5. Declaration of Restrictions by Alico West Fund, LLC, Alico East Fund, LLC and Crockett Fund, LLC dated September, 2013 and recorded in Official Records Instrument Number 2013000219323.
6. Restrictions, covenants, conditions, easements and other matters as set forth in Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 2497, Page 1574 as affected by Waiver of Reversionary Interest recorded in Official Records Book 4204, Page 3541.
7. Terms and conditions of Ingress and Egress Easement Agreement recorded December 19, 2020, in Official Records Instrument No. 2020000307942, of the Public Records of Lee County, Florida.

[All documents are of the Public Records of Lee County, Florida.]

Prepared by and return to:
Edward P. Canterbury, Esq.
Henderson, Franklin, Starnes & Holt, P.A.
1715 Monroe Street
Fort Myers, Florida 33901
EPC 38486-6

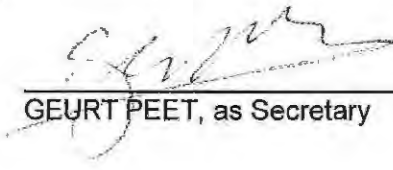
CORPORATE RESOLUTION

I, GEURT PEET, as Secretary of **FLORIDA GULF COAST UNIVERSITY FOUNDATION, INC.**, a Florida not for profit corporation ("Corporation"), do hereby certify that at a meeting of the Board of Directors of the Corporation, duly held in accordance with its Bylaws, at which a quorum was present and acting throughout, the following resolutions were duly adopted by the Board of Directors, as they appear on the records of the Corporation:

1. RESOLVED, that the Corporation, hereby ratifies and approves the Purchase and Sale Agreement ("Contract") dated May 3, 2021, as amended, entered into between the Corporation, as seller, and TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation ("Purchaser"), as purchaser, for the sale of vacant land consisting of approximately 40 +/- acres.
2. RESOLVED, that Katherine C. Green, as Executive Director of the Corporation, is hereby authorized, empowered and directed on behalf of the Corporation to execute any and all documents and instruments, to take any and all actions to convey the real property and do any and all other things necessary or incidental to effectuate the sale of the real property described in the Contract.
3. RESOLVED, that the execution by Katherine C. Green of any documents or instruments authorized by the foregoing resolution shall be deemed to be conclusive approval thereof by the Corporation and the binding act and obligation of the Corporation.
4. RESOLVED, that all prior actions taken by Katherine C. Green related to the Contract are hereby ratified and affirmed as duly authorized acts of the Corporation.
5. RESOLVED, that the conveyance of the real property pursuant to the Contract is not a conveyance of all or substantially all of the assets of the Corporation.

I HEREBY CERTIFY that the foregoing is a true and complete copy of the resolutions duly adopted at a meeting of the Board of Directors; that said resolutions have not been in any way modified, amended, rescinded or annulled and are now in full force and effect; that the resolutions have been entered upon the minute books of this Corporation; and, that the resolutions are in conformity with and are not contrary to or in conflict with any provision of the Articles of Incorporation of this Corporation and are in accordance with the provisions of the Bylaws of this Corporation.

IN WITNESS WHEREOF, I have hereunder set my hand as Secretary of said Corporation, this 7 day of December, 2022.

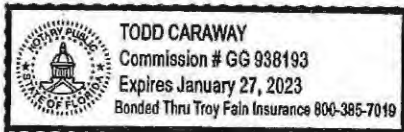



GEURT PEET, as Secretary

State of Florida
County of Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 7th day of December, 2022 by GEURT PEET, as Secretary for FLORIDA GULF COAST UNIVERSITY FOUNDATION, INC., a Florida not for profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

[Notary Seal]
Notary Public




Printed Name: TODD CARAWAY

My commission expires: 1/27/2023

Prepared by and return to:

Johanna P. Wood, Esquire
GrayRobinson, P.A.
401 East Jackson Street, Suite 2700
Tampa, Florida 33602
Telephone: 813/273-5000

NOTE TO RECORDER: Documentary stamp taxes in the amount of \$87.50 are being paid on \$25,000.00 consideration in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

_____[Space Above This Line For Recording Data]_____

Special Warranty Deed

This Special Warranty Deed made this 25th day of JUNE, 2021 between Alico West Fund, LLC, a Florida limited liability company, whose post office address is 12800 University Drive, Suite 275, Fort Myers, FL 33907, grantor, and Taylor Morrison of Florida, Inc., a Florida corporation, whose post office address is 551 North Cattlemen Road, Suite 200, Sarasota, FL 34232, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) 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 Lee County, Florida, to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Subject to taxes for 2021 and subsequent years; subject to the covenants, easements and restrictions of record as set forth in EXHIBIT "B" attached hereto and made a part hereof, without re-imposing the same.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

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:

GRANTOR:

ALICO WEST FUND, LLC,
a Florida limited liability company

[Signature]
Print Name: Thomas H. Gundersen

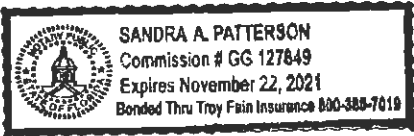
By: [Signature]
Donald R. Schrotenboer, President

[Signature]
Print Name: Sandra A. Patterson

STATE OF Florida

COUNTY OF Lee

THE FOREGOING INSTRUMENT was acknowledged before me by means of physical presence or online notarization, this 24th day of June, 2021, by Donald R. Schrotenboer, as President of ALICO WEST FUND, LLC, a Florida limited liability company, on behalf of the limited liability company. Such person is personally known to me, or has produced _____ as identification.



[Signature]
Notary Public Signature
Print Notary Name: _____

My commission expires: _____

EXHIBIT "A"
DESCRIPTION

PARCEL 1:

BEING ALL OF TRACT 'F5' AND 'F6', ESPLANADE LAKE CLUB PLAT THREE, ACCORDING TO THE PLAT THEREOF RECORDED IN INSTRUMENT NUMBER 2021000173051 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

PARCEL 2:

A PORTION OF TRACT F4, ACCORDING TO THE PLAT OF ESPLANADE LAKE CLUB PLAT THREE, RECORDED IN INSTRUMENT NO. 2021000173051 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING PREVIOUSLY DESCRIBED AS:

BEGINNING AT THE NORTHWEST CORNER OF SAID TRACT "F4", ESPLANADE LAKE CLUB PHASE THREE; THENCE EASTERLY, ALONG THE NORTH BOUNDARY LINE OF SAID TRACT "F4" THE FOLLOWING 3 COURSES; (COURSE 1) NORTH 73°25'35" EAST, 165.41 FEET TO A POINT OF CURVATURE; (COURSE 2) EASTERLY, 212.73 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 775.00 FEET, THROUGH A CENTRAL ANGLE OF 15°43'39" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°17'24" EAST, 212.07 FEET; (COURSE 3) NORTH 89°09'13" EAST, 488.05 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE, SOUTH 00°50'47" EAST, A DISTANCE OF 392.32 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID TRACT "F4"; THENCE SOUTHERLY ALONG SAID EAST BOUNDARY LINE, THE FOLLOWING 5 COURSES; (COURSE 1) SOUTH 03°50'21" WEST, 17.12 FEET; (COURSE 2) SOUTH 01°55'29" WEST, 123.33 FEET; (COURSE 3) SOUTH 04°31'21" EAST, 51.44 FEET; (COURSE 4) SOUTH 03°36'17" EAST, 38.97 FEET; (COURSE 5) SOUTH 12°40'42" EAST, 10.67 FEET; THENCE LEAVING SAID EAST BOUNDARY LINE, SOUTH 00°50'47" EAST, A DISTANCE OF 481.37 FEET TO A POINT ON SAID EAST BOUNDARY LINE; THENCE ALONG SAID EAST BOUNDARY LINE, THE FOLLOWING 2 COURSES; (COURSE 1) SOUTH 01°09'12" WEST, 129.28 FEET; (COURSE 2) NORTH 85°14'35" EAST, 4.52 FEET; THENCE LEAVING SAID EAST BOUNDARY LINE, SOUTH 00°50'47" EAST, A DISTANCE OF 434.97 FEET TO A POINT OF CURVATURE, SAID POINT BEING A POINT ON THE WEST BOUNDARY LINE OF SAID TRACT "F4"; THENCE NORTHERLY ALONG SAID WEST BOUNDARY LINE THE FOLLOWING 9 COURSES; (COURSE 1) NORTHERLY, 203.91 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 450.00 FEET, THROUGH A CENTRAL ANGLE OF 25°57'46" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 13°49'40" WEST, 202.17 FEET; (COURSE 2) NORTH 26°48'32" WEST, 85.62 FEET TO A POINT OF CURVATURE; (COURSE 3) NORTHERLY, 249.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 25°57'46" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 13°49'40" WEST, 247.10 FEET; (COURSE 4) NORTH 00°50'47" WEST, 690.09 FEET TO A POINT OF CURVATURE; (COURSE 5) NORTHERLY, 121.76 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 300.00 FEET, THROUGH A CENTRAL ANGLE OF 23°15'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 12°28'24" WEST, 120.92 FEET; (COURSE 6) NORTH 24°06'02" WEST, 109.25 FEET TO A POINT OF CURVATURE; (COURSE 7) NORTHERLY, 162.34 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 23°15'15" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 12°28'24" WEST, 161.23 FEET; (COURSE 8) NORTH 00°50'47" WEST, 20.40 FEET TO A POINT OF CURVATURE; (COURSE 9) NORTHWESTERLY, 31.42 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 20.00 FEET, THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 45°50'47" WEST, 28.28 FEET TO A POINT ON THE SOUTH BOUNDARY LINE OF SAID TRACT "F4"; THENCE

LEAVING SAID WEST BOUNDARY LINE, WESTERLY ALONG SAID SOUTH BOUNDARY LINE, THE FOLLOWING 3 COURSES; (COURSE 1) SOUTH 89°09'13" WEST, 229.65 FEET TO A POINT OF CURVATURE; (COURSE 2) WESTERLY, 197.22 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 718.50 FEET, THROUGH A CENTRAL ANGLE OF 15°43'39" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 81°17'24" WEST, 196.61 FEET; (COURSE 3) SOUTH 73°25'35" WEST, 165.10 FEET TO A POINT ON THE WEST BOUNDARY LINE OF SAID TRACT "F4"; THENCE LEAVING SAID SOUTH BOUNDARY LINE, NORTH 16°53'10" WEST, ALONG SAID WEST BOUNDARY LINE, A DISTANCE OF 56.50 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Esplanade Lake Club Phase I, recorded in Plat Instrument Number 2019000189935, as affected by the Easement Agreement and Assignment of Platted Rights recorded in Official Records Instrument No. 2019000295827 and Official Records Instrument No. 2020000145346 .
2. Agreement Concerning Development recorded in Official Records Instrument Number 2011000059193.
3. Declaration of Restrictions recorded in Official Records Instrument Number 2013000219323 and amendment recorded in Official Records Instrument Number 2016000176561 and re-recorded in Official Records Instrument Number 2016000185520.
4. Terms, conditions and easements contained in that certain Special Warranty Deed to Lee County recorded in Official Records Instrument Number 2015000048505.
5. Terms and conditions contained in the Special Warranty Deed to Taylor Morrison of Florida, Inc., a Florida corporation, recorded June 4, 2018 in Official Records Instrument No. 2018000134994.
6. Terms, covenants and conditions contained in that certain Cost Sharing Agreement between Esplanade Lake Club Homeowners Association, Inc. and Alico West Fund, LLC recorded in Official Records Instrument Number 2018000134997; First Amendment to Agreement recorded in Official Records Instrument Number 2019000006343 and Second Amendment to Agreement recorded in Official Records Instrument Number 2019000218568.
7. Consent of Landowner to CDD Establishment by Taylor Morrison of Florida, Inc., a Florida corporation, recorded in Official Records Instrument Number 2018000153670; and Notice of Establishment of the Esplanade Lake Club Community Development District recorded in Official Records Instrument Number 2018000227326.
8. Notice of Special Assessments/Governmental Lien of Record (Master Assessments) in favor of the Esplanade Lake Club Community Development District recorded August 29, 2019, in Official Records Instrument No. 2019000201630.
9. Collateral Assignment Agreement by and between the Esplanade Lake Club Community Development District and Taylor Morrison of Florida, Inc., a Florida corporation, recorded December 26, 2019, in Official Records Instrument No. 2019000295818.
10. Disclosure of Public Finance by the Esplanade Lake Club Community Development District recorded December 26, 2019, in Official Records Instrument No. 2019000295819.
11. Declaration of Consent by Taylor Morrison of Florida, Inc., recorded December 26, 2019, in Official Records Instrument No. 2019000295820.
12. Notice of Imposition of Special Assessments and Lien of Record (2019 Debt Assessments) by the Board of Supervisors of the Esplanade Lake Club Community Development District recorded December 26, 2019, in Official Records Instrument No. 2019000295821.
13. True-Up Agreement by and between Esplanade Lake Club Community Development District and Taylor Morrison of Florida, Inc., a Florida corporation, recorded December 26, 2019, in Official Records Instrument No. 2019000295822.

14. Terms and provisions of that Temporary Construction Easement recorded in Official Records Instrument No. 2019000242639.
15. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Esplanade Lake Club Phase 2, recorded in Plat Instrument Number 2020000075347, as affected by the Easement Agreement and Assignment of Platted Rights recorded in Official Records Instrument No. 2019000295827 and Official Records Instrument No. 2020000145346.
16. Easement(s) in favor of Comcast Cable Communications Management, LLC set forth in instrument(s) recorded in Official Records Instrument No. 2020000022024, as affected by Grant of Easement recorded in Official Records Instrument No. 2020000268206.
17. Notice of Boundary Amendment of the Esplanade Lake Club Community Development District recorded October 19, 2020 in Official Records Instrument No. 2020000250728.
18. Esplanade Lake Club Community Development District Omnibus Amendment to Recorded 2019 Assessment Documents for Boundary Amendment Parcel recorded December 6, 2020 in Official Records Instrument No. 2020000303130.
19. Restrictions, covenants, conditions, easements and other matters as contained on the Plat of Esplanade Lake Club Plat Three, recorded in Plat Instrument Number 2021000173051.

PREPARED BY AND RETURN TO:

C. Bud Moscony, Esquire
Inspired Title Services, LLC
485 N. Keller Road Suite 110
Maitland, FL 32751

Order No.: NPL-FL-221222492FS

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective this December 15, 2022 by Taylor Morrison of Florida, Inc., a Florida Corporation existing under the laws of Florida, and having its principal place of business at 28100 Bonita Grand Drive, Suite 102, Bonita Springs, FL 34135 (the "Grantor"), and OCHS INTERNATIONAL LLC, a Florida Limited Liability Company whose post office address is 7791 Northwest 46th Street, Suite 311, Doral, FL 33166, (the "Grantee");

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in County of LEE, State of Florida, viz:

Lot 549 of ESPLANADE LAKE CLUB PLAT FOUR, according to the Plat thereof as recorded in Instrument No. 2021000402902, of the Public Records of Lee County, Florida.

Subject to encumbrances, easements and restrictions of record and taxes for 2022.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

For Informational Purposes Only:
Property Appraiser's Parcel I.D. (folio) Number:
12-46-25-L2-22000.5490

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in presence of:

Gina Delevicence

Witness Signature

Gina Delevicence

Printed Name of First Witness

Casele

Witness Signature

Casele

Printed Name of Second Witness

Taylor Morrison of Florida, Inc., a Florida Corporation

BY: *V. McChesney*

Valerie McChesney
Vice President

Grantor Address:
28100 Bonita Grand Drive, Suite 102
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF *Lee*

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this *8* day of *December* 2022, by Valerie McChesney as Vice President on behalf of Taylor Morrison of Florida, Inc., a Florida Corporation existing under the laws of the State of Florida. He/She is personally known to me or who has produced _____ as identification.

Rebekah Norton

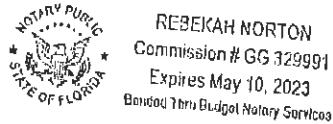
Notary Public

Rebekah Norton

Printed Name of Notary

My Commission Expires: *May 10, 2023*

(Notarial Seal)



PREPARED BY AND RETURN TO:

C. Bud Moscony, Esquire
Inspired Title Services, LLC
485 N. Keller Road Suite 110
Maitland, FL 32751

Order No.: NPL-FL-22820186FS

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective this December 14, 2022 by Taylor Morrison of Florida, Inc., a Florida Corporation existing under the laws of Florida, and having its principal place of business at 28100 Bonita Grand Drive, Suite 102, Bonita Springs, FL 34135 (the "Grantor"), and Daniel P. Smith and Mindy Smith, a married couple whose post office address is 17381 Caravita Lane, FT Myers, FL 33913, (the "Grantee");

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in County of LEE, State of Florida, viz:

Lot 550 of ESPLANADE LAKE CLUB PLAT FOUR, according to the Plat thereof as recorded in Instrument No. 2021000402902, of the Public Records of LEE County, Florida.

Subject to encumbrances, easements and restrictions of record and taxes for 2022.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

For Informational Purposes Only:
Property Appraiser's Parcel I.D. (folio) Number:
12-46-25-L2-22000.5500

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in presence of:

Brian Delevideusa
Witness Signature

Brian Delevideusa
Printed Name of First Witness

Casee Le
Witness Signature

Casee Le
Printed Name of Second Witness

Taylor Morrison of Florida, Inc., a Florida Corporation

BY: Valerie McChesney
Valerie McChesney
Vice President

Grantor Address:
28100 Bonita Grand Drive, Suite 102
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF W

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 8 day of December 2022, by Valerie McChesney as Vice President on behalf of Taylor Morrison of Florida, Inc., a Florida Corporation existing under the laws of the State of Florida. He/She is personally known to me or who has produced _____ as identification.

Rebekah Norton
Notary Public
Rebekah Norton
Printed Name of Notary
My Commission Expires: May 10, 2023

(Notarial Seal)



Prepared by and return to:

Andy Mortensen
Bonita Title, Inc.
26381 South Tamiami Trail
Suite 120
Bonita Springs, FL 34134
(239) 948-2109
File No 2023-04-205

Parcel Identification No: 12-46-25-L2-22000.5510

[Space Above This Line For Recording Date]

WARRANTY DEED

This indenture made the 27 day of July, 2023 between **William Spelmer, a single man, and Jason Spelmer, a married man**, whose post office address is **2501-2285 Lakeshore Blvd W, Toronto, Ontario M8V3X9, Canada**, hereinafter called the Grantor, to **Mary Ellen Linde, a single woman**, whose post office address is **17377 Caravita Lane, Fort Myers, FL 33913**, hereinafter called the Grantee:

(Whenever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assignees of corporations.)

Witnesseth, That the Grantor, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situate in **Lee County, Florida**, viz:

Lot 551, of Esplanade Lake Club Plat Four, according to the Plat thereof, as recorded in Official Records Instrument No. 2021000402902, of the Public Records of Lee County, Florida.

This property is not the Florida Homestead of the Grantor, or the Grantor's spouse, nor is the property contiguous to or part of the Florida homestead of the Grantor, or the Grantor's spouse.


Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

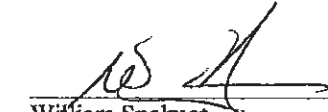
TO HAVE AND TO HOLD the same in fee simple forever.

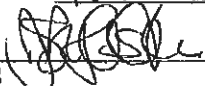
And the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; that the Grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to 2022, and covenants, conditions, restrictions and easements recorded in the public records.

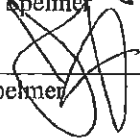
In Witness Whereof, the said Grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:


WITNESS
PRINT NAME: Richard Lance Diniz

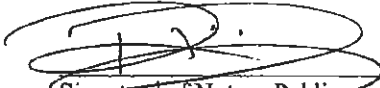

William Spelmer


WITNESS
PRINT NAME: JACQUELINE SYLVESTER

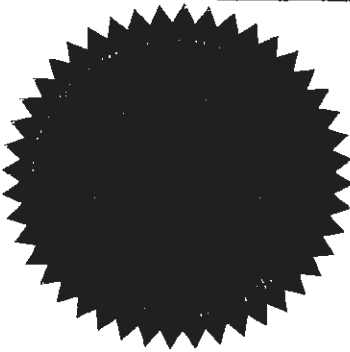

Jason Spelmer

COUNTRY OF CANADA
PROVINCE OF ONTARIO
CITY/TOWN OF TORONTO

The foregoing instrument was acknowledged before me by means of physical presence or online notarization this 2nd day of July, 2023, by William Spelmer, Jason Spelmer and .


Signature of Notary Public
Print, Type/Stamp Name of Notary
RICHARD DINIZ
Personally Known: OR Produced Identification: _____
Type of Identification
Produced: _____

(SEAL)



No Expiry

PREPARED BY AND RETURN TO:

C. Bud Moscony, Esquire
Inspired Title Services, LLC
485 N. Keller Road Suite 110
Maitland, FL 32751

Order No.: NPL-FL-221020963FS

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective this December 29, 2022 by Taylor Morrison of Florida, Inc., a Florida Corporation existing under the laws of Florida, and having its principal place of business at 28100 Bonita Grand Drive, Suite 102, Bonita Springs, FL 34135 (the "Grantor"), and Maurice W. Bower and Mary Jo Bower, husband and wife whose post office address is 81 Marshall Court, Williamsport, PA 17701, (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in County of Lee, State of Florida, viz:

Lot 552 of ESPLANADE LAKE CLUB PLAT FOUR, according to the Plat thereof as recorded in Instrument No. 2021000402902, of the Public Records of Lee County, Florida.

Subject to encumbrances, easements and restrictions of record and taxes for 2022.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

For Informational Purposes Only:

Property Appraiser's Parcel I.D. (folio) Number:
12-46-25-L2-22000.5520

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in presence of:

Gina Delevieuse
Witness Signature

Gina Delevieuse
Printed Name of First Witness

Casee
Witness Signature

Casee L.
Printed Name of Second Witness

Taylor Morrison of Florida, Inc., a Florida Corporation

BY: Valerie McChesney
Valerie McChesney
Vice President

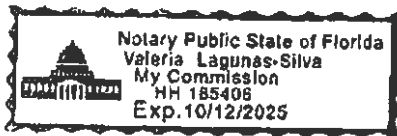
Grantor Address:
28100 Bonita Grand Drive, Suite 102
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of December, 2022, by Valerie McChesney as Vice President on behalf of Taylor Morrison of Florida, Inc., a Florida Corporation existing under the laws of the State of Florida. He/She is personally known to me or who has produced _____ as identification.

Valeria Lagunas
Notary Public
Valeria Lagunas-Silva
Printed Name of Notary
My Commission Expires: 10/12/2025

(Notarial Seal)



PREPARED BY AND RETURN TO:

C. Bud Moscony, Esquire
Inspired Title Services, LLC
485 N. Keller Road Suite 110
Maitland, FL 32751

Order No.: NPL-FL-221020926FS

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective this December 30, 2022 by Taylor Morrison of Florida, Inc., a Florida Corporation existing under the laws of Florida, and having its principal place of business at 28100 Bonita Grand Drive, Suite 102, Bonita Springs, FL 34135 (the "Grantor"), and John Slavik, a married man and Ryan Chiodo, a married man whose post office address is 11411 Venetian Lagoon Drive, Naples FL, 33913 (the "Grantee");

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in County of LEE, State of Florida, viz:

Lot 553 of ESPLANADE LAKE CLUB PLAT FOUR, according to the Plat thereof as recorded in Instrument No. 2021000402902, of the Public Records of Lee County, Florida.

Subject to encumbrances, easements and restrictions of record and taxes for 2022.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

For Informational Purposes Only:
Property Appraiser's Parcel I.D. (folio) Number:
12-46-25-L2-22000.5530

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in presence of:

Gina Delevieks
Witness Signature

Gina Delevieks
Printed Name of First Witness

Casee
Witness Signature

Casee
Printed Name of Second Witness

Taylor Morrison of Florida, Inc., a Florida Corporation

BY: Valerie McChesney
Valerie McChesney
Vice President

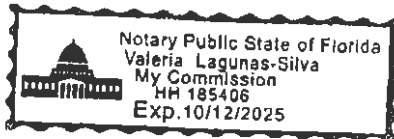
Grantor Address:
28100 Bonita Grand Drive, Suite 102
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 29 day of December, 2022, by Valerie McChesney as Vice President on behalf of Taylor Morrison of Florida, Inc., a Florida Corporation existing under the laws of the State of Florida. He/She is personally known to me or who has produced _____ as identification.

Valeria Lagunas-Silva
Notary Public
Valeria Lagunas-Silva
Printed Name of Notary
My Commission Expires: 10/12/2025

(Notarial Seal)



PREPARED BY AND RETURN TO:

C. Bud Moscony, Esquire
Inspired Title Services, LLC
485 N. Keller Road Suite 110
Maitland, FL 32751

Order No.: NPL-FL-221021169FS

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made to be effective this January 20, 2023 by Taylor Morrison of Florida, Inc., a Florida Corporation existing under the laws of Florida, and having its principal place of business at 28100 Bonita Grand Drive, Suite 102, Bonita Springs, FL 34135 (the "Grantor"), and Marjorie B. Hill, Trustee of The PMPB Revocable Trust March 8th, 2022 whose post office address is 17365 Caravita Lane, FT Myers, FL 33913, (the "Grantee"):

(Wherever used herein the terms "Grantor" and "Grantee" include all the parties to this instrument and the heirs, legal representative and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the Grantor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the Grantee, all that certain land situated in County of Lee, State of Florida, viz:

Lot 554 of ESPLANADE LAKE CLUB PLAT FOUR, according to the Plat thereof as recorded in Instrument No. 2021000402902, of the Public Records of Lee County, Florida.

Subject to encumbrances, easements and restrictions of record and taxes for 2022.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in any wise appertaining.

TO HAVE AND TO HOLD the same in Fee Simple forever.

AND the Grantor hereby covenants with said Grantee that the Grantor is lawfully seized of said land in fee simple; that the Grantor has good right and lawful authority to sell and convey said land; and hereby warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under the said Grantor.

For Informational Purposes Only:
Property Appraiser's Parcel I.D. (folio) Number:
12-46-25-L2-22000.5540

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers duly authorized, the day and year first above written.

Signed, sealed and delivered in presence of:

Gina Deleveuse
Witness Signature

Gina Deleveuse
Printed Name of First Witness

Valeria Lagunas-Silva
Witness Signature

Valeria Lagunas-Silva
Printed Name of Second Witness

Taylor Morrison of Florida, Inc., a Florida Corporation

BY: Valerie McChesney
Valerie McChesney,
Vice President

Grantor Address:
28100 Bonita Grand Drive, Suite 102
Bonita Springs, FL 34135

STATE OF FLORIDA
COUNTY OF W

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 9 day of January, 2023, by Valerie McChesney as Vice President on behalf of Taylor Morrison of Florida, Inc., a Florida Corporation existing under the laws of the State of Florida. He/She is personally known to me or who has produced _____ as identification.

Rebekah Norton
Notary Public

Rebekah Norton
Printed Name of Notary

My Commission Expires: May 10, 2023

(Notarial Seal)



REBEKAH NORTON
Commission # GG 329991
Expires May 10, 2023
Bonded Third Budget Notary Services

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA**

IN RE: PETITION TO AMEND THE)
BOUNDARIES OF THE ESPLANADE LAKE CLUB)
COMMUNITY DEVELOPMENT DISTRICT)
_____)

AFFIDAVIT OF PETITION AND AUTHORIZATION OF AGENT

STATE OF FLORIDA
COUNTY OF LEE

I, Charles Cook, Chairman of the Esplanade Lake Club Community Development District ("District"), being first duly sworn, do hereby state for my affidavit as follows:

1. I have personal knowledge of the matters set forth in this affidavit.
2. My name is Charles Cook and I am the Chairman of the District.
3. Pursuant to Resolutions 2022-09 and 2023-12 of the Board of Supervisors of the District, I am authorized to act on behalf of the Board to take all action necessary in relation to the Petition to Amend the Boundaries of the District ("Petition").
4. In my capacity as Chairperson, I have reviewed the contents of the Petition, and its exhibits, and find it to be true and correct.
5. Wesley Haber, Kutak Rock LLP, 107 West College Avenue, Tallahassee, Florida 32301, is designated to act as agent for the District with regard to any and all matters pertaining to the Petition before the Board of County Commissioners of Lee County, Florida pursuant to Chapter 190, Florida Statutes. This authorization shall remain in effect until revoked in writing.

Under penalties of perjury, I declare that I have read the foregoing and the facts alleged are true and correct to the best of my knowledge and belief.

Executed this 21st day of September, 2023.

CHARLES COOK

By: 
Chairman

STATE OF FLORIDA
COUNTY OF LPI

The foregoing instrument was sworn to and subscribed before me by means of physical presence or online notarization, this 21 day of September, 2023, by Charles Cook, as Chairman of Esplanade Lake Club Community Development District, on its behalf. He is personally known to me or produced _____ as identification.

Valeria Lagunas
Valeria

Notary Public, State of Florida

