

This instrument prepared by:
Anthony P. Pires, Jr., Esquire
Woodward Pires & Lombardo, P.A.
3200 Tamiami Trail N. Suite 200
Naples, Florida 34103

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CLERK OF THE CIRCUIT COURT AND COMPTROLLER
COLLIER COUNTY FLORIDA
REC \$171.50

DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PARCEL 13

THIS DECLARATION made this 22nd day of SEPTEMBER, 2022 ("Effective Date"), by **PORT OF THE ISLANDS COMMUNITY IMPROVEMENT DISTRICT**, a community development district established pursuant to Chapter 190, Florida Statutes.

WITNESSETH:

WHEREAS, Port Of The Islands Community Improvement District ("DECLARANT", or "CID" or "District"), a community development district established pursuant to Chapter 190, Florida Statutes, presently having its principal place of business in Collier County, Florida, the record owner of the real property hereinafter described and referred to as PARCEL 13, has determined that, in order to cause a quality development within the herein defined PARCEL 13 restrictions and covenants should be imposed on the real property described on the attached **Exhibit "A"** ("PARCEL 13") for the preservation of the property values of the OWNERS therein and owners and residents within the boundaries of the District.

NOW, THEREFORE, Port Of The Islands Community Improvement District declares that the real property PARCEL 13 as described in Article I of this DECLARATION shall be held, transferred, sold, conveyed and occupied subject to the DECLARATION OF GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARCEL 13, and as they may be amended and supplemented and the restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

ARTICLE I DEFINITIONS

1. "BUILDING HEIGHT" as defined in the Collier County Land Development Codes or land development regulations. Where minimum floor elevations in flood-prone areas have been established by law, the building height shall be measured from such required minimum floor elevations.
2. "DECLARANT" or "CID" or "District" shall mean and refer to PORT OF THE ISLANDS COMMUNITY DEVELOPMENT DISTRICT, a Florida community development district established by Ch. 190, Florida Statutes, its successors or assigns of any or all of its rights under the DECLARATION as specified by DECLARANT.
3. "DECLARATION" or "GENERAL COVENANTS" shall mean and refer to this DECLARATION OF GENERAL COVENANTS, CONDITIONS AND RESTRICTIONS FOR PARCEL 13, as recorded in the Public Records of Collier County, Florida, and as it may be further amended and supplemented from time to time.

4. "DEVELOPER" shall mean and refer to [name of party taking title and developing the property] its successors or assigns of any or all of its rights as the developer of the property subject to this DECLARATION.
5. "DWELLING UNIT" shall mean and refer to any residential unit within PARCEL 13, intended for occupancy by one family or household.
6. "PROPERTY OWNERS ASSOCIATION" shall mean the Florida not for profit corporation formed and established to administer, operate and maintain PARCEL 13, (and its successors and/or assigns), which shall be the property owners association and homeowners association for PARCEL 13. The DEVELOPER shall establish and create the PROPERTY OWNERS ASSOCIATION.
7. "PARCEL 13" in the context of this DECLARATION shall mean and refer to the real property or any portion thereof, described on the attached **Exhibit "A"**. If the Developer adds additional property to the PARCEL 13 property, or develops additional property as part of developing the PARCEL 13 property, then the definition of "PARCEL 13 " shall be revised to include such additional property, but only with respect to the responsibilities of the PROPERTY OWNER'S ASSOCIATION that may be expressly set forth hereunder.
8. "OWNER" shall mean and refer to any person or persons, entity or entities (including but not limited to the DEVELOPER), who are the record owner or owners of any fee interest in PARCEL 13, their heirs, successors, legal representatives or assigns. When PARCEL 13 is submitted to a PROPERTY OWNER'S ASSOCIATION for ownership and maintenance of streets, common areas, and water management areas, except as to any areas assumed by the DISTRICT in accordance with their standard procedures, the PROPERTY OWNER'S ASSOCIATION shall be deemed OWNER for assessments and responsibilities of OWNERS as those responsibilities pertain to said areas.
9. "SITE PLAN", shall mean and refer to that certain site plan for PARCEL 13 dated September 19, 2022, a copy of which is attached hereto and made a part hereof as **Exhibit "B"**, as may be modified from time to time in accordance with the provisions hereof.

ARTICLE II
RESTRICTIONS

1 USE RESTRICTIONS.

(a) Only in the event that the Zoning Contingency (defined below in Article III.2) is not satisfied, PARCEL 13 shall be used for one story and two-story single-family, detached residences of not more than one-hundred (100) dwelling units and associated infrastructure and amenities ("Intended Use") and for no other purposes. With the exception of DEVELOPER'S and its designees' and successors' construction, marketing and sales activities and administrative affairs of the PROPERTY OWNER'S ASSOCIATION all in accordance with and typical of any residential project, no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. There shall be no detached garages or storage units or structures. Subject to Article III hereof, the property within PARCEL 13 shall be developed in substantial accordance with the Site Plan attached hereto and made a part hereof as **Exhibit "B"**. There shall be no modification or amendment to the Site Plan without the prior written approval of the DECLARANT. As to modifications required by a governmental entity that are not substantial in such event the approval of DECLARANT shall not be required so long as the Site Plan remains consistent with the Intended Use.

(b) Notwithstanding the above provisions, the DECLARANT shall permit one or more DWELLING UNITS to be used or maintained temporarily as a sales office or model by the DEVELOPER and/or designated builders of DWELLING UNITS in PARCEL 13 for the promotion of sales of DWELLING UNITS in PARCEL 13 only.

(c) No temporary trailer or facility, including but not limited to any sales trailer or facility, shall be placed in or on PARCEL 13 without receiving written approval from DECLARANT, which approval rights will be within the reasonable business judgment of DECLARANT, not unreasonably withheld, conditioned or delayed so long as consistent with the Collier County Land Development Code and other applicable regulations.

(d) No building, structure or other improvement, including any temporary sales trailer or facility, which impacts or encroaches into property or easements possessed, owned or operated by the DISTRICT, shall be erected, installed, built or placed in or on PARCEL 13 without receiving the prior written approval from DECLARANT, in DECLARANT'S reasonable discretion. No carports shall be placed or erected on any property in or on PARCEL 13.

(e) No decorative objects such as weathervanes, sculptures, birdbaths, fountains and the like shall be placed or installed in or on PARCEL 13 outside a DWELLING UNIT, courtyard, lanai or outdoor living space without the prior written approval of the DECLARANT, in DECLARANT'S reasonable discretion. No lawn chairs or lawn furniture shall be placed outside a DWELLING UNIT, courtyard, lanai or outdoor living space attached to a DWELLING UNIT by any Owner without the prior written approval of the DEVELOPER or its designee, such as by way of example an architectural control committee as promulgated under the NEIGHBORHOOD COVENANTS ("ARC"), which approval, if given, shall be for a specific location and time period. All outside waste or storage receptacles or containers shall be of a "bear proof" style and placed or stored inside a "bear-proof" enclosure .

(f) Exterior paint colors and type of roof construction cannot be changed from the original approved colors and design without the prior written approval of the ARC. No asphaltic shingles are allowed.

(g) Except as may be necessary in connection with the development of Parcel 13, including the infrastructure and residences thereon, no vehicle with a Gross Vehicle Weight Rating (GVWR) in excess of 10,000 pounds shall be permitted to be parked overnight or stored in or on PARCEL 13 and no dual-axle vehicle of any type or GVWR shall be permitted to be parked overnight or stored in or on PARCEL 13 unless kept fully enclosed inside a structure which shall not include an open carport. Boats, trailers, recreational vehicles, buses, campers, motor homes, dune buggies, golf carts, mopeds or motor scooters motorcycles, tractors, semis, tractor trailers, disabled, inoperative or unlicensed vehicles, and agricultural vehicles shall not be permitted to be parked overnight or stored in or on PARCEL 13 unless fully compliant with and not contrary to or in violation of applicable codes, laws and ordinances. This paragraph shall not apply to the DECLARANT in connection with DECLARANT'S reasonable access to PARCEL 13, if at all, in performing its functions authorized by applicable laws.

(h) No fence shall be taller than the greater of four feet (4') in height or as required by the Pool Safety Act.

(i) There shall be no access or connection to the canal adjacent to the western boundary of PARCEL 13 except for water management purposes.

(j) There shall be no well or septic tank constructed in or on PARCEL 13 without the express written approval of the DECLARANT

2. SITE PLAN, LAND USE, DEVELOPMENT ORDERS, BUILDING SETBACK LINES, SIZE OF BUILDINGS AND BUILDING HEIGHT.

(a) The minimum setbacks shall be those as outlined on the "Site Plan" attached hereto and made a part hereof as Exhibit "B".

(b) The minimum floor area per DWELLING UNIT shall be 1,500 air-conditioned square feet. Garages, porches, patios, terraces, and other similar areas or structures shall not be included in the calculation of the minimum floor area.

(c) The maximum BUILDING HEIGHT of principal structures in or on PARCEL 13 shall be thirty-five feet (35') and no more than two stories. Accessory structures shall be limited to a maximum BUILDING HEIGHT of twenty feet (20') above finished floor.

(d) DEVELOPER and OWNER shall not commence any construction or development activity on PARCEL 13 [including but not limited to any alteration of the land or any construction in, on or under PARCEL 13] without the prior written approval of the DECLARANT, which will not be unreasonably withheld, conditioned or delayed. All infrastructure development, improvements and construction shall be in compliance and in conformance with the plans reasonably approved by DECLARANT.

(e) Prior to the DEVELOPER or OWNER submitting any documents or applications to any governmental body or agency with respect to the Rezoning Contingency or the site development plan for PARCEL 13, DEVELOPER or OWNER, as applicable, shall submit said proposed documents and applications to the DECLARANT for the DECLARANT'S review and approval for consistency with the provisions hereof. No such approvals from any governmental authority shall be obtained, issued or finalized without the prior written consent and approval of the DECLARANT.

(f) Subject to this DECLARATION, the Site Plan cannot be modified, changed or amended without the prior written approval of the DECLARANT.

(g) Notwithstanding anything herein to the contrary, DECLARANT acknowledges and agrees that Site Plan modifications may become necessary in the zoning or site development process for the Intended Use, and DECLARANT will reasonably cooperate with DEVELOPER (without cost to DECLARANT) to accommodate modifications required by Collier County and other applicable governmental authorities, if any, with jurisdiction over the Site Plan, so long as the modifications are consistent with the Intended Use. In the event of the foregoing, DECLARANT and DEVELOPER shall amend this DECLARATION for the purpose of documenting such revised Site Plan.

3. LANDSCAPING AND SITE IMPROVEMENTS.

(a) Unless assumed in writing by the PARCEL 13 PROPERTY OWNER'S ASSOCIATION, each OWNER shall be responsible for the maintenance of landscaping, lawn and other site improvements installed by OWNER in PARCEL 13 to the edge of the road pavement within PARCEL 13 and to the edge of water of adjoining canals, lakes and water management areas.

(b) Tract/Parcel hatched diagonally on the Site Plan ("Open Space Area") is designated as open space for the use and enjoyment of the residents of the CID which open space, unless otherwise assumed by the DISTRICT, shall be maintained by the PROPERTY OWNERS ASSOCIATION formed for PARCEL 13. No structure (except signage denoting the name of project/community in PARCEL 13 and/or water management facilities or structures serving PARCEL 13), or parking areas shall be allowed on this Open Space Area unless prior written consent of DECLARANT is obtained. Residents

of the CID and property owners within the CID shall have the rights of ingress and egress over and upon such streets and roads within PARCEL 13 designated by DEVELOPER for the purpose of access to and from said Open Space Area.

(c) Unless assumed in writing by the PARCEL 13 PROPERTY OWNER'S ASSOCIATION, each OWNER shall install or maintain their landscape material, and landscape material including but not limited to, trees, shrubs and lawns shall be maintained by the OWNER in good and living condition at all times.

(d) Each OWNER shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed in or on his Residential Unit and adjacent right-of-way and areas between the property line of his Residential Unit and edge of curb or pavement water management area except those areas which by agreement are to be maintained by the PROPERTY OWNERS ASSOCIATION formed for PARCEL 13. No vegetation or landscape irrigation systems shall be installed in or on CID easements or rights-of-way without the prior written consent of the CID. No vegetation shall be installed or maintained within three (3) feet of any CID utility lines or facilities.

(e) The PROPERTY OWNERS ASSOCIATION formed for PARCEL 13 shall be responsible for and shall maintain all ASSOCIATION and private roads and streets in PARCEL 13, in a safe, clean, neat and attractive manner.

(f) Surface water runoff must be properly handled and cause no ponding, erosion or unfavorable impact on or to adjacent property, other property within the DISTRICT, or improvements or facilities of DECLARANT, and must conform to water management system criteria as permitted or required by governmental agencies, including water management system criteria approved by the DECLARANT. The PROPERTY OWNERS Association formed for PARCEL 13 shall be responsible for the operation and management of the drainage and stormwater management systems and facilities within, in and on PARCEL 13 unless otherwise assumed by the DISTRICT.

(g) Unless assumed in writing by the PARCEL 13 PROPERTY OWNER'S ASSOCIATION, each OWNER shall be responsible for maintaining and keeping in good and safe condition their driveways and adjacent sidewalks.

4. PARKING AND STORAGE AREAS.

(a) All houses shall have a minimum of two (2) car garages unless a waiver has been first approved in writing by DECLARANT.

(b) No unenclosed storage area shall be permitted. No garage or enclosed storage area shall be erected which is separated from the DWELLING UNIT. Any storage facilities for garbage and trash containers shall be screened or enclosed and "bear-proof".

5. LEASE.

No DWELLING UNIT shall be leased more than three (3) times per calendar year. No DWELLING UNIT shall be used or sold on a "time-share" basis. No lease shall be for a period of time of less than 30 consecutive days duration. No individual rooms may be rented and no transient rental tenants may be accommodated.

ARTICLE III GENERAL PROVISIONS

1. ESTABLISHMENT OF THE PROPERTY OWNERS ASSOCIATION FOR PARCEL 13:

(a) Prior to the DEVELOPER or OWNER obtaining any approvals for the physical development of any portion of PARCEL 13:

1. The DEVELOPER and OWNER must and shall create "Neighborhood Covenants and Restrictions (the "Neighborhood Covenants") for PARCEL 13. The Neighborhood Covenants shall not be inconsistent with this DECLARATION and shall be submitted to and reviewed by DECLARANT and shall require the written approval of DECLARANT, together with any amendments thereto, prior to adoption and prior to recording in the Public records. The Neighborhood Covenants may establish restrictions on subjects related to the use and occupancy of the property, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than and not inconsistent with those set forth in this DECLARATION.
2. The DEVELOPER and OWNER must and shall create and establish the PROPERTY OWNERS ASSOCIATION PARCEL 13 to be responsible for the maintenance of PROPERTY OWNERS ASSOCIATION common areas, compliance with this DECLARATION and the enforcement of the Neighborhood Covenants, including without limitation, the maintenance of landscaping, signage, entry features, green space, street lights, roads, streets, water management areas and open space within PARCEL 13. The PROPERTY OWNERS ASSOCIATION formed for PARCEL 13 shall also perform its responsibilities required by this DECLARATION and such maintenance responsibilities in a manner consistent with this DECLARATION and the Community-Wide Standard established in the Neighborhood Covenants. If the PROPERTY OWNERS ASSOCIATION formed for PARCEL 13 fails to perform its maintenance responsibility, the DECLARANT shall have the right may perform it and assess the out-of-pocket costs incurred by DECLARANT against all lots, parcels or tracts within PARCEL 13 and take all appropriate legal action to enforce this DECLARATION.

2. ZONING CONTINGENCY; ALTERNATE DEVELOPMENT PLAN; ROADWAY OPTIONS.

(a) ALTERNATE DEVELOPMENT PLAN. DECLARANT acknowledges and agrees that the Intended Use can be developed only if PARCEL 13 receives non-appealable rezoning approval by the Board of County Commissioners of Collier County ("Zoning Contingency"). DEVELOPER shall, at its cost, use good faith efforts to satisfy such Zoning Contingency in order to develop the Intended Use for PARCEL 13, and DECLARANT agrees to reasonably cooperate with DEVELOPER in connection therewith. If, despite such efforts, the Zoning Contingency is not satisfied, then the following provisions shall apply:

- i. Development of PARCEL 13 shall be limited to single-family and/or multi-family development ("Alternate Development Plan") of a total maximum density not to exceed 125 units.
- ii. The Alternate Development Plan shall be generally configured consistent with the conceptual site plan attached hereto as **Exhibit "C"**, subject to modifications as required by Collier County and other applicable governmental authorities. In accordance with this Section, all references herein to Site Plan shall automatically mean and refer to the foregoing plan attached as Exhibit "C".
- iii. Development standards applicable to the Alternate Development Plan shall be consistent with the Collier County Land Development Code.

(b) ROADWAY OPTION. DECLARANT further acknowledges that the alignment of the entry roadway,

as depicted on the site plans attached as Exhibit "B" and Exhibit "C" hereto, is over and across a parcel of land currently owned by Collier County. DECLARANT and DEVELOPER agree that, as an alternative, the entry roadway and the internal roadway network for Parcel 13 (as depicted on Exhibits "B" and "C" hereto) may be replaced, in the discretion of DEVELOPER, to that depicted on Concept C Site Plan attached hereto and incorporated herein by reference as **Exhibit "D"**. In such event, all references to "Site Plan" herein shall automatically incorporate the entry roadway and internal roadway network depicted in the Concept C Site Plan, subject to reasonable adjustments recommended or required by governmental agencies.

(c) Except as expressly modified hereby, all other provisions of this Declaration shall continue in full force and effect.

3. REASONABLE BUSINESS JUDGMENT; RIGHT TO NOTICE AND CURE.

(a) DECLARANT will use "Reasonable Business/District Judgment" when exercising its rights or discretion under this DECLARATION, including approvals and the administration of PARCEL 13 except where DECLARANT has reserved "sole discretion." "Reasonable Business/District Judgment" means that DECLARANT has a business or DISTRICT basis and has not acted in bad faith or in a way that intentionally interferes with development and reviews all applicable matters with expediency and without unnecessary delay. In furtherance thereof, DECLARANT shall review any matter requiring its approval and issue its denial, approval, or stipulated approval with reasonable and specified conditions required to meet its final approval, within sixty (60) calendar days of receipt.

(b) In the event of a breach or alleged breach by the PROPERTY OWNER'S ASSOCIATION as provided hereunder, prior to the DECLARANT exercising any self-help rights as may be available hereunder, DECLARANT must provide the PROPERTY OWNER'S ASSOCIATION thirty (30) days' prior written notice with an opportunity to cure the noncompliance. If the PROPERTY OWNER'S ASSOCIATION fails to cure or commence to cure the noncompliance within such thirty (30) day period, then DECLARANT may exercise such self-help rights. If the PROPERTY OWNER'S ASSOCIATION commences to cure the noncompliance during such thirty (30) day period, then for so long as the PROPERTY OWNER'S ASSOCIATION diligently continues to cure the violation, DECLARANT shall not be entitled to exercise self-help rights. In addition, in the event of a default under this DECLARATION, each the DECLARANT, the DEVELOPER, an OWNER, and the PROPERTY OWNER'S ASSOCIATION (as applicable, a "Party") shall have all remedies at law or in equity; provided, however that in no event shall any Party be entitled to recover any consequential, special, indirect or punitive damages. Notwithstanding the foregoing sentence, except as otherwise provided herein, no Party shall be in default under this Declaration until the non-defaulting Party has failed to cure the default for a period of thirty (30) days after receipt of written notice with an opportunity to cure.

4. AMENDMENT.

Any modification of the terms and conditions of this Declaration shall require the prior written approval of DECLARANT which DECLARANT may withhold, in its reasonable discretion, and shall be recorded in the public records of Collier County.

5. DECLARATION RUNS WITH THE LAND.

The covenants, conditions, restrictions and other provisions under the DECLARATION shall run with the land and bind the property and shall inure to the benefit of and be enforceable by DECLARANT for a term of thirty (30) years from the date this DECLARATION is recorded, after which time these provisions shall automatically be extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument providing for the termination or modifications executed by the DECLARANT.

Each OWNER, by taking title to any real property or any portion thereof in PARCEL 13 thereby affirmatively agrees and consents to and affirmatively provides their agreement and consent to the DECLARANT to record or re-record this DECLARATION at any time, including at any time prior to thirty (30) years from the date that this DECLARATION is originally recorded and prior to thirty (30) years from the date that this DECLARATION is may be re-recorded; and, upon this DECLARATION being re-recorded, further affirmatively consents to and affirmatively provides their consent to and agrees that the real property described on the attached Exhibit "A" ("PARCEL 13") will continue to be bound by the covenants, conditions, restrictions and other provisions under this DECLARATION. For purposes of clarity, any amendment or modification to this DECLARATION, other than for extending its operation in accordance with the foregoing, shall require the prior, written consent of the DEVELOPER of PARCEL 13 in a recorded instrument, and, after turnover of control of the PROPERTY OWNERS ASSOCIATION to the OWNERS, the prior, written consent of the PROPERTY OWNERS ASSOCIATION, in a recorded instrument.

6. ENFORCEMENT

In the event of any violation of any of the covenants herein, a Party may bring action at law or in equity, either for injunctions, action for actual damages or other such remedy as may be available and recover all costs and reasonable attorney's fees in addition to other appropriate relief should the DECLARANT or any Party be the prevailing party in any litigation, and in any appellate proceedings, involving the enforcement of this DECLARATION.

7. NO WAIVER.

(a) Any waiver by DECLARANT of any provisions of this DECLARATION or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provisions or subsequent breach.

(b) The failure of DECLARANT to enforce any restrictions, conditions, covenant or agreement herein contained shall in no event be deemed a waiver of the right to do so thereafter as to the same breach or as to one occurring prior or subsequent thereto, nor shall such failure give rise to any claim or cause of action against the DECLARANT.

7. SEVERABILITY.

If any section, subsection, sentence, clause, phrase or portion of this document is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portions thereof.

8. APPROVALS.

Requests for approvals of DECLARANT must be in writing and must be accompanied by a reasonable fee in an amount established by the DECLARANT, subject to change from time to time after notice and public hearing as provided in Section 190.035, Florida Statutes.

ARTICLE IV
DECLARANT'S LANDS OR PROPERTY

No term, provision, covenant, restriction or condition of this DECLARATION applies to any land, easement or interest in real property, within PARCEL 13 owned, held, possessed, controlled, operated or maintained by the DECLARANT, or to any facilities or improvements, owned, held, possessed, controlled, operated or maintained by the DECLARANT.

IN WITNESS WHEREOF, Port Of The Islands Community Improvement District, a community development district established pursuant to Chapter 190, Florida Statutes, does hereby execute this DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR PARCEL 13, in its name by its undersigned authorized officer this 16th day of SEPTEMBER, 2022.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK, SIGNATURES ON FOLLOWING PAGE]

Signed, sealed and delivered
in the presence of:

Port Of The Islands Community Improvement District, a
community development district established pursuant to Chapter
190, Florida Statutes

Calvin League
Print Name: Calvin League

By: Genevieve O'Connell
Genevieve O'Connell as Chair/Vice-Chair

Anthony P. Pires, Jr.
Print Name: Anthony P. Pires, Jr.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me, in person, this 16th day of September, 2022, by
Genevieve O'Connell, as Chair/Vice-Chair of Port Of The Islands Community Improvement District, a
community development district established pursuant to Chapter 190, Florida Statutes on behalf of the community
development district, for the purposes herein expressed. He/she is personally known to me.

Laura A. Gregg
Print Name: Laura A. Gregg
Notary Public
My commission expires:

(SEAL)

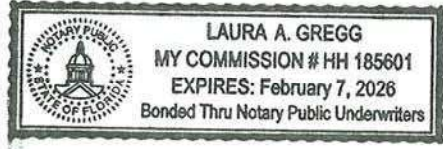


Exhibit A

Legal Description - Parcel 13

Revised Property Description

PARCEL A:

A parcel of land located in the East 1/2 of Section 4, Township 52 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

Beginning at the Northeast corner of Section 4, Township 52 South, Range 28 East, Collier County, Florida; thence run South 00°19'01" West, along the East line of the Northeast 1/4 of said Section 4, for a distance of 2387.39 feet; thence run North 89°40'59" West, perpendicular to the East line of the Northeast 1/4 of said Section 4, for a distance of 137.82 feet to a point on the Easterly line of a Service Roadway Easement; thence run North 00°05'55" East, along the Easterly line of said Service Roadway Easement, for a distance of 3.19 feet; thence run North 89°54'05" West along the Northerly line of said Service Roadway Easement, for a distance of 35.00 feet; thence run South 00°05'55" West, along the Westerly line of said Service Roadway Easement, for a distance of 3.06 feet; thence run North 89°40'59" West for a distance of 77.18 feet; thence run South 00°19'01" West, parallel with the East line of the Northeast 1/4 of said Section 4, for a distance of 299.88 feet; thence run South 00°20'13" West, parallel with the East line of the Southeast 1/4 of said Section 4, for a distance of 350.03 feet; thence run South 89°39'47" East, for a distance of 79.78 feet to a point on the Westerly line of a Service Roadway Easement; thence run South 00°05'55" West, along the Westerly line of said Service Roadway Easement, for a distance of 947.38 feet; thence run North 89°39'47" West, for a distance of 213.29 feet; thence run North 00°20'13" East, for a distance of 303.59 feet; thence run North 89°39'47" West, for a distance of 390.26 feet; thence run South 00°20'13" West for a distance of 565.00 feet; thence run North 89°39'47" West for a distance of 124.74 feet; thence run South 00°20'13" West, for a distance of 394.41 feet; thence run North 89°39'47" West, for a distance of 290.20 feet to a point on the Easterly right-of-way line of the Fahka Union Canal; thence run North 00°30'33" East along the proposed Easterly right-of-way of said Fahka Union Canal for a distance of 4124.12 feet; thence run North 45°22'18" East, along the proposed Easterly right-of-way of said Fahka Union Canal, for a distance of 224.67 feet; thence run North 89°42'31" East, along the proposed Southerly right-of-way of said Fahka Union Canal, for a distance of 676.00 feet; thence run North 44°42'31" East, along the proposed Easterly right-of-way of said Fahka Union Canal, for a distance of 387.97 feet; thence run North 00°30'33" East, along the proposed Easterly right-of-way of said Fahka Union Canal, for a distance of 72.26 feet to a point on the North line of the Northeast 1/4 of said Section 4; thence run North 89°42'31" East, along the North line of the Northeast 1/4 of said Section 4, for a distance of 65.00 feet to the Point of Beginning.

Bearings refer to the East line of the Northeast 1/4 of Section 4, Township 52 South, Range 28 East, Collier County, Florida, as being South 00°19'01" West.

LESS AND EXCEPT FROM PARCEL A those certain lands conveyed in Official Records Book 4439, Page 1126, of the Public Records of Collier County, Florida and more particularly described as follows:

A parcel of land located in the East Half of Section 4, Township 52 South, Range 28 East, Collier County, Florida, being more particularly described as follows: Begin at the Northeast corner of Section 4, Township 52 South, Range 28 East, Collier County, Florida; Begin at the Northeast corner of Section 4, Township 52 South, Range 28 East, Collier County, Florida; thence run $S00^{\circ}38'58''E$, along the East line of the Northeast Quarter of said Section 4, for a distance of 2387.39 feet; thence run $S89^{\circ}21'02''W$, for a distance of 137.82 feet to a point on the Easterly line of a Service Roadway Easement as recorded in O.R. Book 1567, Page 1556, of the Public Records of Collier County, Florida; thence run $N00^{\circ}52'04''W$, along the Easterly line of said Service Roadway Easement for a distance of 3.19 feet; thence run $S89^{\circ}07'56''W$, along the Northerly line of said Service Roadway Easement for a distance of 35.00 feet; thence run $S00^{\circ}52'04''E$, along the Westerly line of said Service Roadway Easement for a distance of 3.06 feet; thence run $S89^{\circ}21'02''W$ for a distance of 77.18 feet; thence run $S00^{\circ}38'58''E$, for a distance of 69.43 feet; thence run $S89^{\circ}32'34''W$, for a distance of 111.67 feet; thence run $N46^{\circ}46'08''W$, for a distance of 125.85 feet; thence run $N53^{\circ}15'08''W$, for a distance of 424.94 feet; thence run $S89^{\circ}32'34''W$ for a distance of 242.59 feet; thence run $N46^{\circ}46'08''W$, for a distance of 199.70 feet to a point on the proposed Easterly right-of-way line of the Fahka Union Canal; thence run $N00^{\circ}27'26''W$ along the proposed Easterly right-of-way line of the Fahka Union Canal for a distance of 1455.84 feet; thence run $N44^{\circ}24'19''E$ along the proposed Easterly right-of-way line of the Fahka Union Canal for a distance of 224.67 feet; thence run $N88^{\circ}44'32''E$, along the proposed Easterly right-of-way line of the Fahka Union Canal for a distance of 676.00 feet; thence run $N43^{\circ}44'32''E$, along the proposed Easterly right-of-way line of the Fahka Union Canal for a distance of 387.97 feet; thence run $N00^{\circ}27'26''W$, along the proposed Easterly right-of-way line of the Fahka Union Canal for a distance of 72.26 feet to a point on the North line of the Northeast Quarter of said Section 4; thence run $N88^{\circ}44'32''E$, along the North line of the Northeast Quarter of said Section 4 for a distance of 65.00 feet to the Point of Beginning.

PARCEL B:

A parcel of land located in the Southeast 1/4 of Section 4, Township 52 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Southeast 1/4 of Section 4, Township 52 South, Range 28 East, Collier County, Florida; thence run South $00^{\circ}20'13''$ West, along the East line of the Southeast 1/4 of Section 4, Township 52 South, Range 28 East, Collier County, Florida, for a distance of 350.00 feet to the Point of Beginning of the parcel of land herein described; thence continue South $00^{\circ}20'13''$ West along the East line of the Southeast 1/4 of said Section 4, for a distance of 947.37 feet; thence run North $89^{\circ}39'47''$ West, perpendicular to the East line of the Southeast 1/4 of said Section 4, for a distance of 131.28 feet to the East line of a Service Roadway Easement; thence run North $00^{\circ}05'55''$ East, along the East line of said Service Roadway Easement, for a distance of 947.38 feet; thence run South $89^{\circ}39'47''$ East, perpendicular to the East line of the Southeast 1/4 of said Section 4, for a distance of 135.22 feet to the Point of Beginning.

Bearings refer to the East line of the Southeast 1/4 of Section 4, Township 52 South, Range 28 East, Collier County, Florida, as being South $00^{\circ}20'13''$ West.

LESS AND EXCEPT FROM PARCEL B those certain lands conveyed in Official Records Book 4522, Page 2249, of the Public Records of Collier County, Florida and more particularly described as follows:

A parcel of land located in a portion of Section 4, Township 52 South, Range 28 East, Collier County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Southeast Quarter of Section 4, Township 52 south, Range 28 East, Collier County, Florida; thence run $S00^{\circ}37'46''E$, along the East line of the southeast Quarter of said Section 4, for a distance of 350.00 feet to the Point of Beginning of the parcel of land herein described; thence continue $S00^{\circ}37'46''E$, along the East line of the Southeast Quarter of said Section 4, for a distance of 334.23 feet; thence run $N45^{\circ}37'46''W$, for a distance of 269.88 feet to the beginning of a tangential circular curve concave Northeasterly; thence run Northwesterly along the arc of said curve to the right, having a radius of 82.50 feet through a central angle of $45^{\circ}00'00''$ subtended by a chord of 63.14 feet at a bearing of $N23^{\circ}07'46''W$, for a distance of 64.80 feet to the end of said curve; thence run $N00^{\circ}37'46''W$, for a distance of 85.06 feet; thence run $N89^{\circ}22'14''E$, for a distance of 215.00 feet to the Point of Beginning.

Bearings shown hereon refer to the East line of the Southeast Quarter of Section 4, Township 52 South, Range 28 East, Collier County, Florida as being $S00^{\circ}37'46''E$.

AND

PARCEL C:

A parcel of land located in the Southeast 1/4 of Section 4, Township 52 South, Range 28 East, Collier County, being more particularly described as follows:

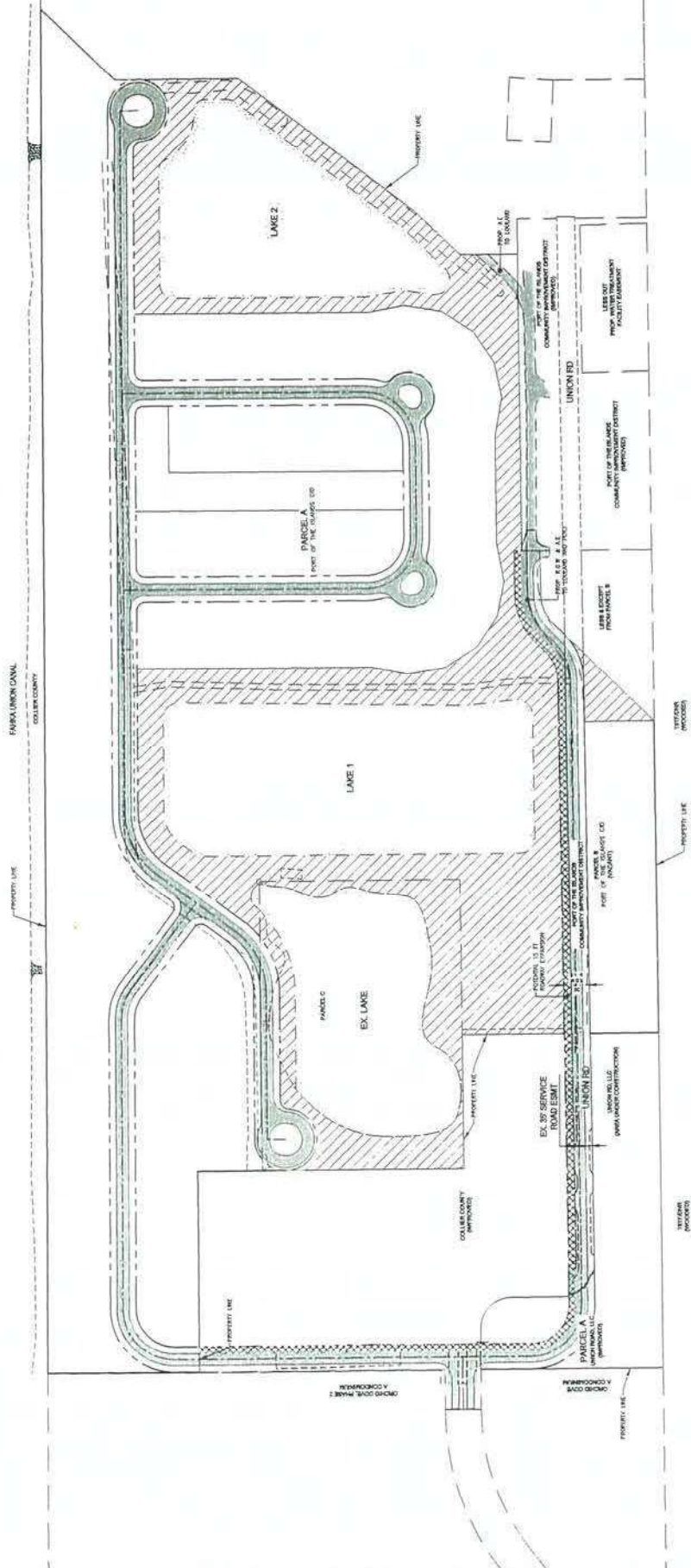
Commence at the Southeast corner of Section 4, Township 52 South, Range 28 East; thence run $N 00^{\circ}20'13'' E$ along the East line of the Southeast 1/4 of said Section 4 for a distance of 1389.61 feet; thence $N 89^{\circ}39'47'' W$ for a distance of 379.57 feet to the Point of Beginning of the parcel of land herein described; thence run $S 00^{\circ}20'33'' W$ for a distance of 261.41 feet; thence run $N 89^{\circ}39'47'' W$ for a distance of 390.26 feet; thence run $N 00^{\circ}20'13'' E$ for a distance of 565.00 feet; thence run $S 89^{\circ}39'47'' E$ for a distance of 390.26 feet; thence run $S 00^{\circ}20'13'' W$ for a distance of 303.59 feet to the Point of Beginning.

Exhibit B

Site Plan

PARCEL 13 - SITE PLAN A

FAIRBANKS CANAL
COLEBY COUNTY

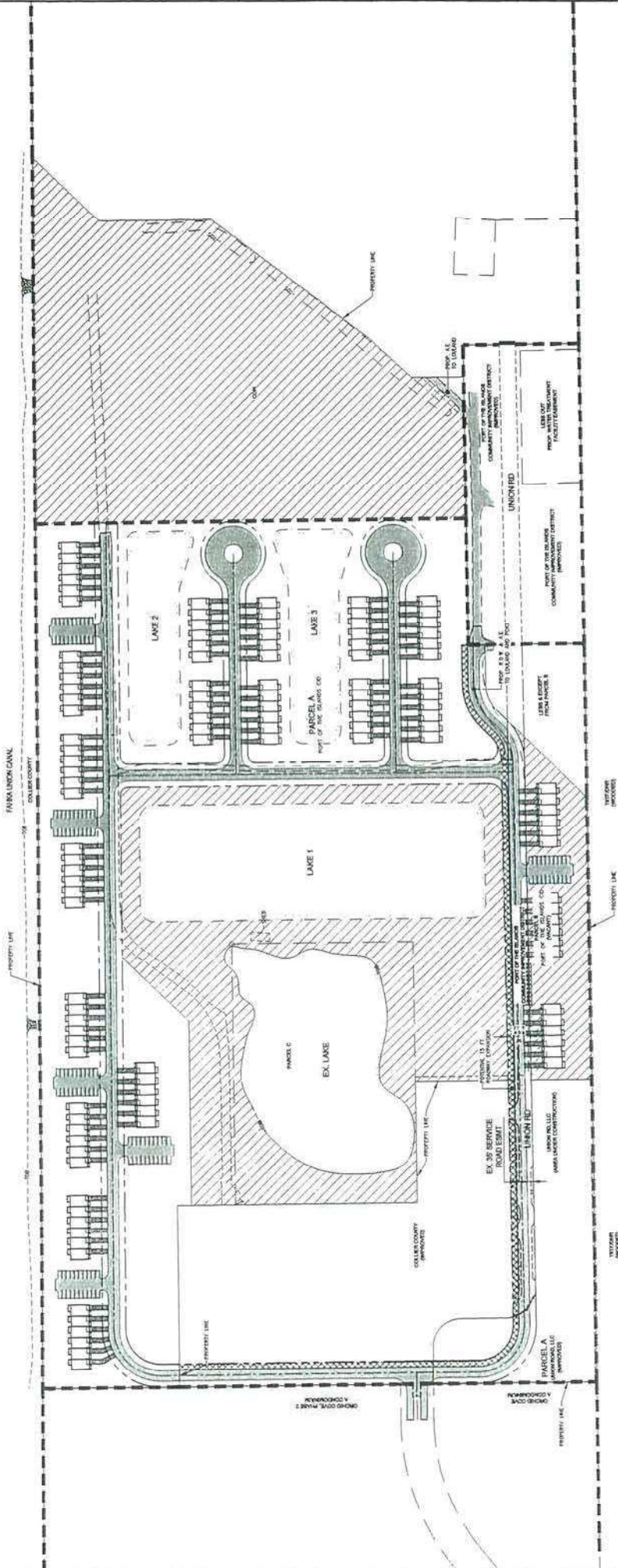


CONCEPT SITE PLAN A
PORT OF THE ISLANDS
September 18, 2022

Exhibit C

Alternative Development Plan

PARCEL 13 - SITE PLAN B



CONCEPT SITE PLAN B
 PORT OF THE ISLANDS
 September 19, 2022



Exhibit D

Roadway Realignment Site Plan

