

AGENDA SUPPLEMENT



July 8, 2020



ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT

July 7, 2020

Board of Supervisors
Esplanade Lake Club Community Development District

Dear Board Members:

The Regular Meeting of the Board of Supervisors of the Esplanade Lake Club Community Development District will be held on **Wednesday, July 8, 2020 at 2:00 p.m.** at **Waldrop Engineering, 28100 Bonita Grande Drive, Suite 304, Bonita Springs, Florida 34135**, and can be accessed through the Web address below.

With the State of Emergency in Florida, and pursuant to Executive Orders 20-52, 20-69, 20-112, 20-114, and 20-150 issued by Governor DeSantis on March 9, 2020, March 20, 2020, April 29, 2020, May 8, 2020, and June 23, 2020, respectively, and pursuant to Section 120.54(5)(b)2., Florida, Statutes, this meeting will be held utilizing communication media technology due to the current COVID-19 public health emergency.

The meeting can be accessed through the Web address below

Event address for attendees

<https://districts.webex.com/districts/onstage/g.php?MTID=e95e86cd087c7ddd3e2ddd6c33fca56c2>

Event number: 192 972 1898

Event password: Lakes1

Follow the on-screen instructions

Call in Information if you choose not to use the web link:

Phone: **408.418.9388** and enter the access code **192 972 1898** to join the meeting.

The Link to the meeting will also be posted on the District's web site:
www.EsplanadeLakeClubCDD.org.



James P. Ward
District Manager

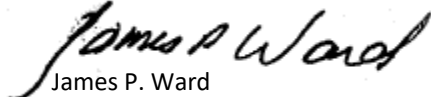
2900 NORTHEAST 12TH TERRACE, SUITE 1
OAKLAND PARK, FLORIDA 33334
PHONE (954) 658-4900
E-MAIL JimWard@JPWardAssociates.com

The Additional Agenda items are as follows:

1. Consideration of Resolution 2020-20, a Resolution of the Board of Supervisors of the Esplanade Lake Club Community Development District Ratifying Acceptance of Plat entitled "Esplanade Lake Club Phase 2" and providing an effective date.
2. Consideration of Resolution 2020-21, a Resolution of the Board of Supervisors of the Esplanade Lake Club Community Development District Approving the Conveyance of certain Replatted Property to Taylor Morrison of Florida, Inc..
3. Consideration of Resolution 2020-22, a Resolution of the Board of Supervisors of the Esplanade Lake Club Community Development District Confirming and Approving the actions of the Chairman and District staff regarding the Acquisition of certain Esplanade Lake Club Phase 1 remaining Improvements; and addressing severability and an effective date.

These items are in addition to the agenda and should be available for review during the meeting for discussion, in the meantime, if you have any questions or comments; please do not hesitate to contact me directly at (954) 658-4900.

Esplanade Lake Club Community Development District


James P. Ward
District Manager



James P. Ward
District Manager

**2900 NORTHEAST 12TH TERRACE, SUITE 1
OAKLAND PARK, FLORIDA 33334**

PHONE (954) 658-4900

E-MAIL JimWard@JPWardAssociates.com

RESOLUTION 2020-20

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT RATIFYING ACCEPTANCE OF PLAT ENTITLED "ESPLANADE LAKE CLUB PHASE 2" AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Esplanade Lake Club Community Development District ("District") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*, for the purpose of financing, acquiring, constructing and maintaining public infrastructure improvements; and

WHEREAS, the District has been created and established for the purpose of delivering certain community development services and facilities for the benefit of the land owners and residents of the District; and

WHEREAS, the plat titled Esplanade Lake Club Phase 2 ("Plat") dedicates certain tracts and related easements to the District; and

WHEREAS, the Plat has been fully executed, approved and recorded in the official records of Lee County, Florida; and

WHEREAS, the District now desires to ratify the approval of the Plat and the dedications set forth in the Plat.

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

SECTION 1. The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. The District hereby ratifies the approval of the Plat and hereby acknowledges and affirms that it will accept ownership of all tracts and easements dedicated to the district, subject to certification by the District Engineer and review by District Counsel, appearing within the Plat, a true and correct copy of said Plat being attached hereto and made part hereof as **Exhibit A**.

SECTION 3. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this ____ day of _____, 2020.

ATTEST:

**ESPLANADE LAKE CLUB COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairperson, Board of Supervisors

Exhibit A: Esplanade Lake Club Phase 2 Plat

EXHIBIT A

Esplanade Lake Club Phase 2 Plat

LEGAL DESCRIPTION

BEING ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), TOGETHER WITH ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA CONTAINING 17,098,727 SQUARE FEET OR 392.533 ACRES, MORE OR LESS.

STATE OF FLORIDA
COUNTY OF LEE

KNOW ALL MEN BY THESE PRESENTS THAT TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION (DEVELOPER) AND ALICO WEST FUND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNERS OF THE HEREIN DESCRIBED LANDS, HAVE CAUSED THIS PLAT OF ESPLANADE LAKE CLUB PHASE 2, A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA TO BE MADE AND DO HEREBY:

A. DEDICATE TO ESPLANADE LAKE CLUB HOMEOWNERS ASSOCIATION, INC., WITH RESPONSIBILITY FOR MAINTENANCE:

1. TRACTS "R1", "R2" AND "R3" FOR THE PURPOSES OF ACCESS, INSTALLATION, REPAIR AND MAINTENANCE OF THE PRIVATE ROAD RIGHT-OF-WAY (R.O.W.), DRAINAGE EASEMENT (I.E.) AND PUBLIC UTILITY EASEMENT (P.U.E.).

2. TRACTS "030", "031", "032", "033", "034", "035", "036", "037", "038", AND "039" AS OPEN SPACE, FOR THE PURPOSE OF LANDSCAPING AND DRAINAGE EASEMENTS (D.E.).

3. ALL IRRIGATION EASEMENTS (I.E.) FOR IRRIGATION SYSTEM OPERATION AND MAINTENANCE.

4. ALL ACCESS EASEMENTS (A.E.) AND TEMPORARY ACCESS EASEMENTS (T.A.E.), AS DEPICTED.

5. ALL LANDSCAPE BUFFER EASEMENTS (L.B.E.), AS DEPICTED, FOR THE PURPOSE OF CONSTRUCTION, INSTALLATION AND MAINTENANCE OF LANDSCAPING, IRRIGATION, LIGHTING, COMMUNITY SIGNAGE, WALLS AND FENCES.

6. TRACT "P9", AS PRESERVE.

7. TRACT "A2" FOR AMENITY PURPOSES.

B. DEDICATE TO THE ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT:

1. ALL ACCESS EASEMENTS (A.E.) AND TEMPORARY ACCESS EASEMENTS (T.A.E.), AS DEPICTED, WITH NO RESPONSIBILITY FOR MAINTENANCE.

2. ALL LAKE MAINTENANCE EASEMENTS (L.M.E.), AS DEPICTED, WITH RESPONSIBILITY FOR MAINTENANCE.

3. TRACTS "W1", "W2", "W3", "W4", "W5", "W6", "W7", "W8", "W9", "W10" AND "W11", AS WATER MANAGEMENT, FOR THE PURPOSE OF LAKE, DRAINAGE (D.E.) AND MAINTENANCE (L.M.E.), WITH RESPONSIBILITY FOR MAINTENANCE.

4. ALL DRAINAGE EASEMENTS (D.E.), AS DEPICTED, FOR DRAINAGE AND STORM WATER MANAGEMENT PURPOSES. WITH RESPONSIBILITY FOR MAINTENANCE.

C. DEDICATE TO PUBLIC AND PRIVATE UTILITY COMPANIES:

ALL PUBLIC UTILITY EASEMENTS (P.U.E.) SHOWN HEREON, AS A NON-EXCLUSIVE EASEMENT FOR USE IN PERFORMING AND DISCHARGING THEIR RESPECTIVE RIGHTS, DUTIES AND OBLIGATIONS TO PROVIDE UTILITY (INCLUDING CABLE TELEVISION) AND GOVERNMENTAL SERVICES AND FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF SUCH UTILITY AND GOVERNMENTAL SERVICES, PROVIDED HOWEVER, SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION SHALL NOT INTERFERE WITH THE FACILITIES AND SERVICES OF ANY OTHER PRIVATE OR PUBLIC UTILITY. IN THE EVENT ANY PUBLIC OR PRIVATE UTILITY OR ANY GOVERNMENTAL BODY DAMAGES THE FACILITIES OF ANY OTHER PRIVATE OR PUBLIC UTILITY OR GOVERNMENTAL BODY, SUCH UTILITY OR GOVERNMENTAL BODY SHALL BE SOLELY RESPONSIBLE FOR, AND SHALL BE REQUIRED TO MAKE REPAIR OF SUCH DAMAGES.

D. DEDICATE TO LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA (LEE COUNTY), ITS SUCCESSOR AND ASSIGNS:

1. A NON-EXCLUSIVE ACCESS EASEMENT (A.E.) OVER & ACROSS TRACTS "R1", "R2" AND "R3" FOR THE PURPOSE OF PERMITTING EMERGENCY AND OTHER SERVICE VEHICLES TO ACCESS PROPERTIES DEPICTED ON THIS PLAT, WITHOUT RESPONSIBILITY FOR MAINTENANCE.

2. THOSE NON-EXCLUSIVE LEE COUNTY UTILITY EASEMENTS (L.C.U.E.) AS SHOWN AND/OR NOTED HEREIN FOR THE PURPOSES OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION SERVICES AND SANITARY SEWER COLLECTION SERVICES.

E. RESERVE TO TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, ITS SUCCESSORS AND/OR ASSIGNS:

1. TRACTS "F1" AND "F2" FOR FUTURE DEVELOPMENT.

2. THE RIGHT OF INGRESS AND EGRESS OVER AND ACROSS TRACTS "R1", "R2", "R3" AND ALL DRAINAGE EASEMENTS (D.E.).

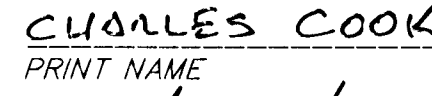
F. RESERVE TO THE ALICO WEST FUND, LLC, A FLORIDA LIMITED LIABILITY COMPANY:

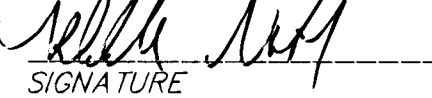
TRACT "F3" FOR FUTURE DEVELOPMENT.

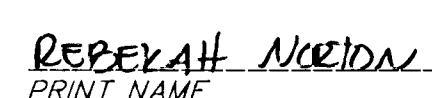
IN WITNESS WHEREOF, TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 12th DAY OF March, 2020.

WITNESSES:


CHARLES COOK
PRINT NAME

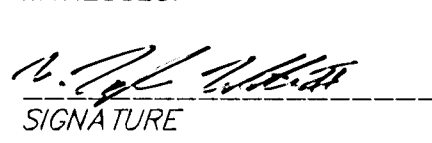

CHARLES COOK
PRINT NAME

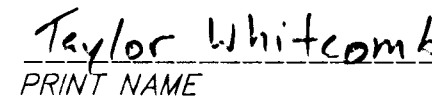

CHARLES COOK
PRINT NAME


CHARLES COOK
PRINT NAME

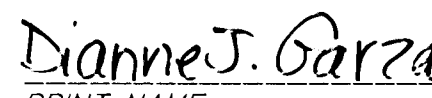
IN WITNESS WHEREOF, ALICO WEST FUND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 13th DAY OF March, 2020.

WITNESSES:

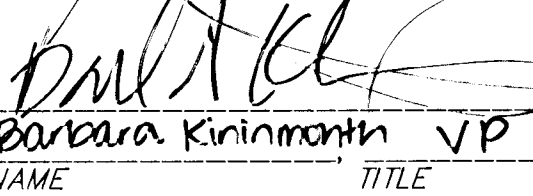

TAYLOR WHITCOMB
PRINT NAME


TAYLOR WHITCOMB
PRINT NAME


TAYLOR WHITCOMB
PRINT NAME


TAYLOR WHITCOMB
PRINT NAME


TAYLOR MORRISON OF FLORIDA, INC.
A FLORIDA CORPORATION

BY: 
BARBARA KINNAMONTH, VP
NAME TITLE

IN WITNESS WHEREOF, ALICO WEST FUND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE SIGNED THIS 13th DAY OF March, 2020.


DONALD R. SCHROTTENBOER, PRESIDENT
NAME TITLE

ALICO WEST FUND, LLC
A FLORIDA LIMITED LIABILITY COMPANY

BY: 
DONALD R. SCHROTTENBOER, PRESIDENT
NAME TITLE

ALICO WEST FUND, LLC
A FLORIDA LIMITED LIABILITY COMPANY

Esplanade Lake Club Phase 2

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935,

LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH,
RANGE 25 EAST

AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH,
RANGE 26 EAST

LEE COUNTY, FLORIDA

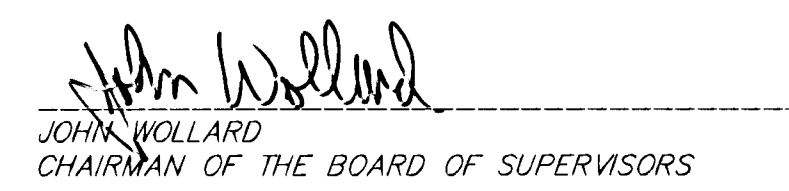
NOTICE:

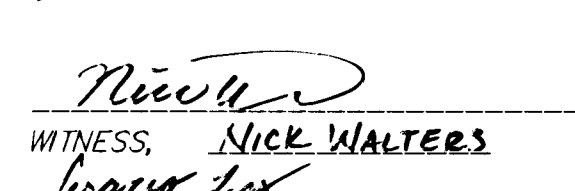
LANDS DESCRIBED IN THIS PLAT MAY BE SUBDIVIDED BY THE DEVELOPER WITHOUT THE ROADS, DRAINAGE, WATER AND SEWER FACILITIES BEING ACCEPTED FOR MAINTENANCE BY LEE COUNTY. ANY PURCHASER OF A LOT IN THIS SUBDIVISION IS ADVISED TO DETERMINE WHETHER THE LOT MAY BE SUBJECT TO ASSESSMENT OR CALLED UPON TO BEAR A PORTION OR ALL OF THE EXPENSE OF CONSTRUCTION, MAINTENANCE, OR IMPROVEMENT OF ROADS, DRAINAGE, WATER AND SEWER FACILITIES.

NOTICE:

THIS PLAT, AS RECORDED IN ITS GRAPHIC FORM, IS THE OFFICIAL DEPICTION OF THE SUBDIVIDED LANDS DESCRIBED HEREIN AND WILL IN NO CIRCUMSTANCES BE SUPPLANTED IN AUTHORITY BY ANY OTHER GRAPHIC OR DIGITAL FORM OF THE PLAT. THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT, A UNIT OF SPECIAL PURPOSE GOVERNMENT CREATED PURSUANT TO CHAPTER 190, FLORIDA STATUTES


JOHN WOLLARD
CHAIRMAN OF THE BOARD OF SUPERVISORS

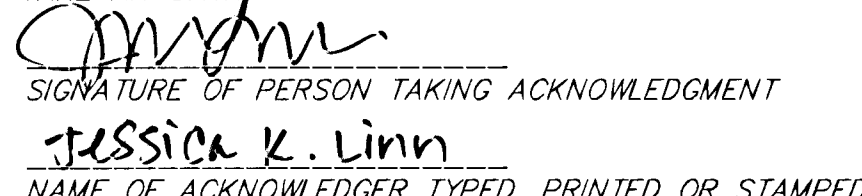

NICK WALTERS
WITNESS

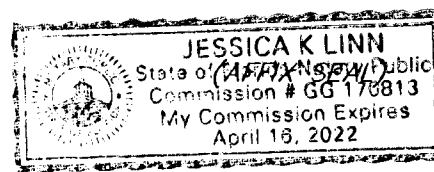
WITNESS, CESARCO LEOS

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF LEE

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 3rd DAY OF March, 2020, BY John Wollard, AS THE CHAIRMAN OF THE BOARD OF SUPERVISORS OF THE ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT, A UNIT OF SPECIAL PURPOSE GOVERNMENT CREATED PURSUANT TO CHAPTER 190, FLORIDA STATUTES, ON BEHALF OF THE DISTRICT, WHO IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED AS IDENTIFICATION AND WHO DID (DID NOT) TAKE AN OATH.

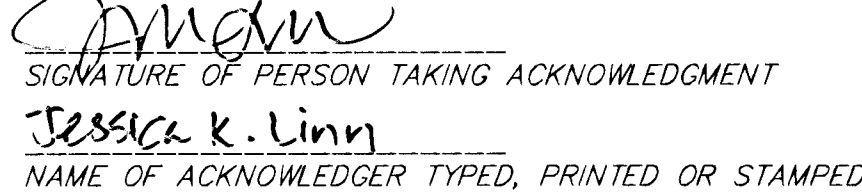

JESSICA K. LINN
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED

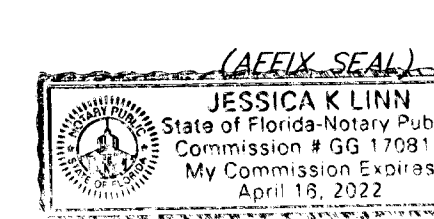


CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF SARASOTA

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 12th DAY OF March, 2020, BY BARBARA KINNAMONTH, AS VP OF TAYLOR MORRISON OF FLORIDA, INC., A FLORIDA CORPORATION, ON BEHALF OF THE CORPORATION, SHE IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED AS IDENTIFICATION.

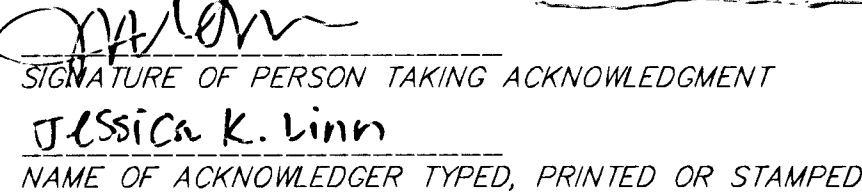

JESSICA K. LINN
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED



CORPORATE ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF LEE

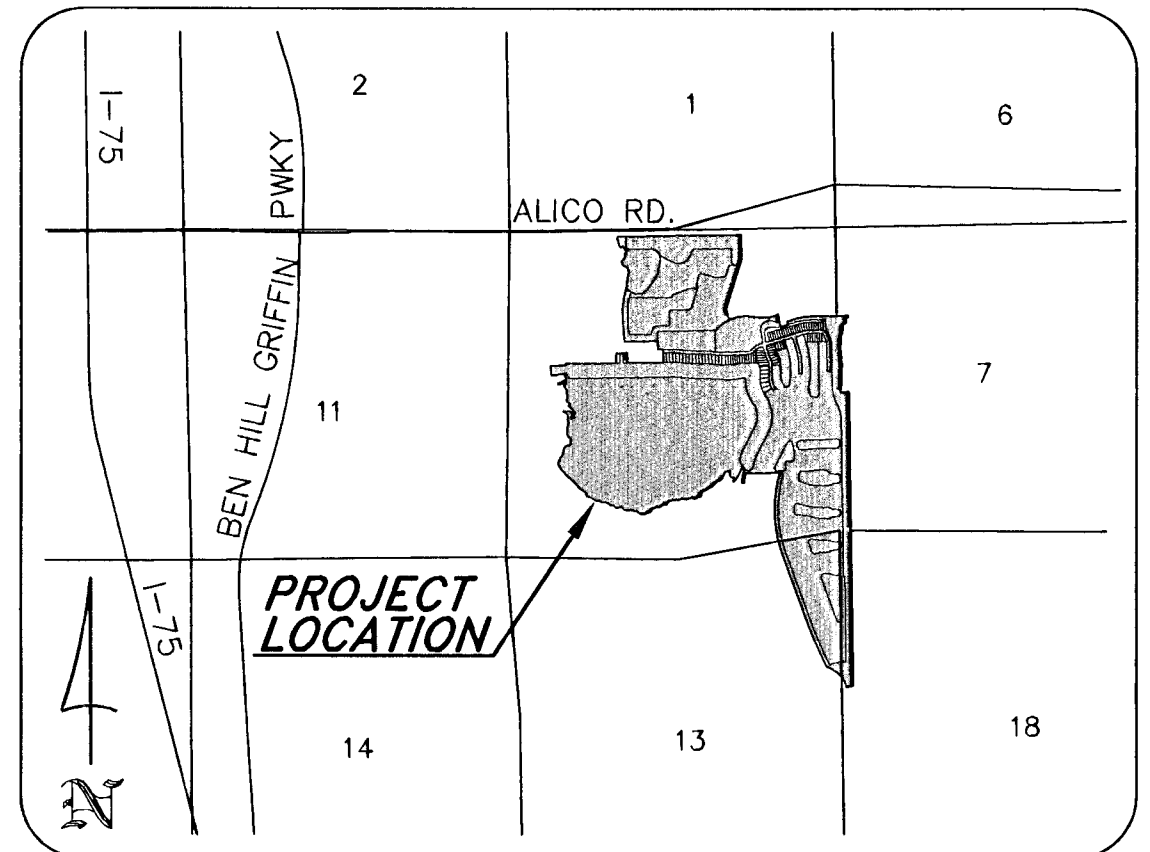
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME BY MEANS OF ☒ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION, THIS 13th DAY OF March, 2020, BY DONALD R. SCHROTTENBOER, AS PRESIDENT ALICO WEST FUND, LLC, A FLORIDA LIMITED LIABILITY COMPANY, ON BEHALF OF THE COMPANY, HE IS PERSONALLY KNOWN TO ME, OR HAS PRODUCED AS IDENTIFICATION.


JESSICA K. LINN
NAME OF ACKNOWLEDGER TYPED, PRINTED OR STAMPED



INSTRUMENT# 202000075347

SHEET 1 OF 21



LOCATION MAP
NOT TO SCALE

NOTICE:

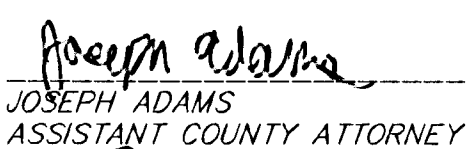
THE SOUTHWEST FLORIDA INTERNATIONAL AIRPORT IS IN PROXIMITY TO THIS PLAT (ESPLANADE LAKE CLUB PHASE 2). THERE IS POTENTIAL FOR NOISES CREATED BY AND INCIDENTAL TO THE OPERATION OF THE AIRPORT AS OUTLINED IN LEE COUNTY LAND DEVELOPMENT CODE SECTION 34-1104

COUNTY APPROVALS

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS 24th DAY OF March, 2020.


BRIAN HAMMAN
BOARD CHAIR


LINDA DOGGETT
LEE COUNTY CLERK OF COURT

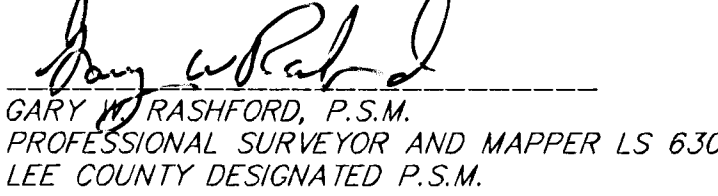

JOSEPH ADAMS
ASSISTANT COUNTY ATTORNEY


JESSICA SULZER, P.E.
MANAGER/DEVELOPMENT SERVICES


DAVID LOVELAND, AICP, DIRECTOR
DEPARTMENT OF COMMUNITY DEVELOPMENT

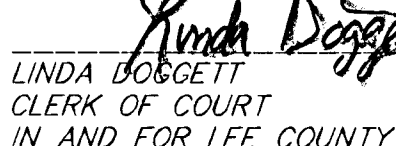
REVIEW BY COUNTY PROFESSIONAL SURVEYOR AND MAPPER

REVIEW BY THE DESIGNATED LEE COUNTY PSM DETERMINED THAT THIS PLAT CONFORMS TO THE REQUIREMENTS OF F.S. CHAPTER 177, PART 1.


GARY PRASHFORD, P.S.M.
PROFESSIONAL SURVEYOR AND MAPPER LS 6305
LEE COUNTY DESIGNATED P.S.M.

CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ESPLANADE LAKE CLUB PHASE 2, A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT 9:35 AM, THIS 25th DAY OF March, 2020 AND DULY RECORDED AS INSTRUMENT #202000075347, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.


LINDA DOGGETT
CLERK OF COURT
IN AND FOR LEE COUNTY

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF ESPLANADE LAKE CLUB PHASE 2, A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL THE SURVEY REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES (F.S.). I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THIS PLAT.

RHODES & RHODES LAND SURVEYING, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 6897

DATE: 3-12-20


JOHN SCOTT RHODES
P.S.M. #5739
STATE OF FLORIDA

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

DOS2018-10082-A01 / PLT2019-00017

Esplanade Lake Club Phase 2

INSTRUMENT# 202000075347

SHEET 2 OF 21
KEY MAP

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

NOTE (COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS):

THIS ENTIRE PLAT IS AFFECTED BY THE FOLLOWING:

TERMS, COVENANTS, CONDITIONS, RESTRICTIONS, EASEMENTS, ASSESSMENTS AND POSSIBLE LIENS CREATED BY AND SET FORTH IN THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR ESPLANADE LAKE CLUB RECORDED AS INSTRUMENT NUMBER 2019000189973, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS AMENDED.

SEE THE FOLLOWING PARAGRAPHS FOR EASEMENTS CONTAINED IN THE DECLARATION:

ARTICLE II

SECTION 1 - EASEMENT FOR INGRESS AND EGRESS AND FOR UTILITIES, COMMUNITY SYSTEMS AND DRAINAGE OVER, UNDER AND ACROSS THE PROPERTY FOR THE BENEFIT OF ANY ADDITIONAL PROPERTY.

SECTION 2.A - EASEMENTS RETAINED BY DECLARANT FOR ACCESS TO THE AMENITY CENTERS.

SECTION 2.J - EASEMENTS RETAINED BY DECLARANT FOR ACCESS TO THE PROPERTY DURING THE DEVELOPMENT AND SALE PERIOD.

SECTION 7 - EASEMENT OVER ESPLANADE LAKE CLUB FOR INGRESS AND EGRESS TO AND FROM THE MODEL ROW(S) AND TO USE AND SHOW THE MODELS TO PROSPECTIVE PURCHASERS FOR SO LONG AS SUCH MODEL ROW(S) EXISTS.

ARTICLE IV

SECTION 1 - EASEMENTS TO USE COMMON AREAS.

SECTION 1.G - THE RIGHT OF THE ASSOCIATION TO GRANT EASEMENTS AND RIGHTS-OF-WAY, WHERE NECESSARY OR DESIRABLE, FOR UTILITIES, WATER AND SEWER FACILITIES, CABLE TELEVISION, IRRIGATION, DRAINAGE AND OTHER SERVICES OVER THE COMMON AREA TO SERVE THE COMMON AREA AND OTHER PORTIONS OF THE PROPERTY.

SECTION 4 - EASEMENTS FOR VEHICULAR TRAFFIC.

SECTION 5 - EASEMENTS FOR ACCESS.

SECTION 6.A - EASEMENTS FOR UTILITIES AND SERVICES.
SECTION 6.B - EASEMENTS FOR ENCROACHMENT AND SIDEWALKS.
SECTION 6.C - EASEMENTS TO ENTER UPON LOTS.
SECTION 6.D - EASEMENTS OVER COMMON AREAS.
SECTION 6.E - DRAINAGE EASEMENTS.
SECTION 6.F - SURFACE WATER AND STORM WATER MANAGEMENT SYSTEM ENCROACHMENT EASEMENT AND ACCESS EASEMENTS TO MAINTAIN.
SECTION 6.G - EASEMENTS FOR IRRIGATION.
SECTION 6.H - EASEMENTS FOR LAKE MAINTENANCE.
SECTION 6.I - BUFFER EASEMENTS.

SECTION 7 - EASEMENTS FOR COMMUNITY SYSTEMS, IF ANY, AND PERPETUAL EXCLUSIVE EASEMENT OVER, UNDER AND ACROSS THE PROPERTY FOR THE PLACEMENT AND LOCATION THEREOF.

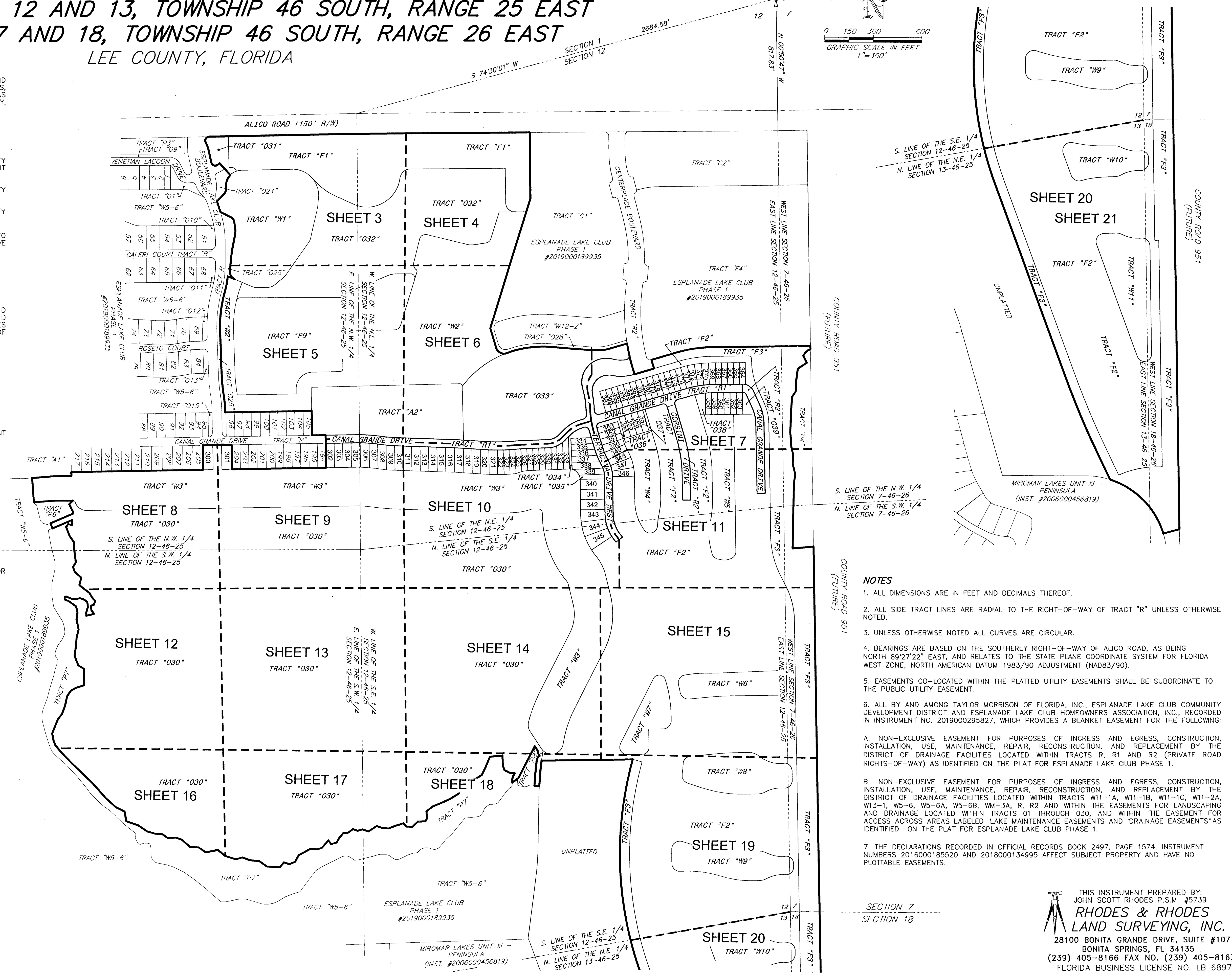
SECTION 11 - ADDITIONAL EASEMENTS (SUCH GRANTS OF EASEMENT OR OTHER INSTRUMENTS AS MAY FROM TIME TO TIME BE DESIRABLE FOR THE DEVELOPMENT OF THE PROPERTY).

ARTICLE XIX

SECTION 2.A - UTILITY EASEMENT FOR WATER, SEWER, POWER, TELEPHONE AND OTHER UTILITY AND SERVICE COMPANY LINES AND SYSTEMS INSTALLED BENEATH OR WITHIN THE VILLA UNIT.

LEGEND:

- BOB BASIS OF BEARING
- R.O.W. RIGHT-OF-WAY
- FCM FOUND CONCRETE MONUMENT
- FIP FOUND IRON PIPE
- FPKD FOUND PK NAIL & DISK
- LB LICENSED BUSINESS
- P.S.M. PROFESSIONAL SURVEYOR & MAPPER
- O.R. OFFICIAL RECORDS BOOK
- INST. INSTRUMENT
- N.R. NON-RADIAL
- S.F. SQUARE FEET
- (E) EASEMENT TIE
- L.B.E. LANDSCAPE BUFFER EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT
- L.M.E. LAKE MAINTENANCE EASEMENT
- I.E. IRRIGATION EASEMENT
- A.E. ACCESS EASEMENT
- T.A.E. TEMPORARY ACCESS EASEMENT
- S.F.W.M.D. SOUTH FLORIDA WATER MANAGEMENT DISTRICT
- D.E. DRAINAGE EASEMENT
- S.E. SIGN EASEMENT
- L.C.U.E. LEE COUNTY UTILITY EASEMENT
- T.C.A.E. TEMPORARY CONSTRUCTION AND ACCESS EASEMENT
- SET PERMANENT REFERENCE MONUMENT (5/8"x18" IRON ROD CAPPED "PRM LB 6897") (UNLESS OTHERWISE NOTED)
- PERMANENT CONTROL POINT
- INDICATES POINT OF INTERSECTION, POINT OF CURVATURE, POINT OF TANGENCY OR POINT OF REVERSE CURVATURE.

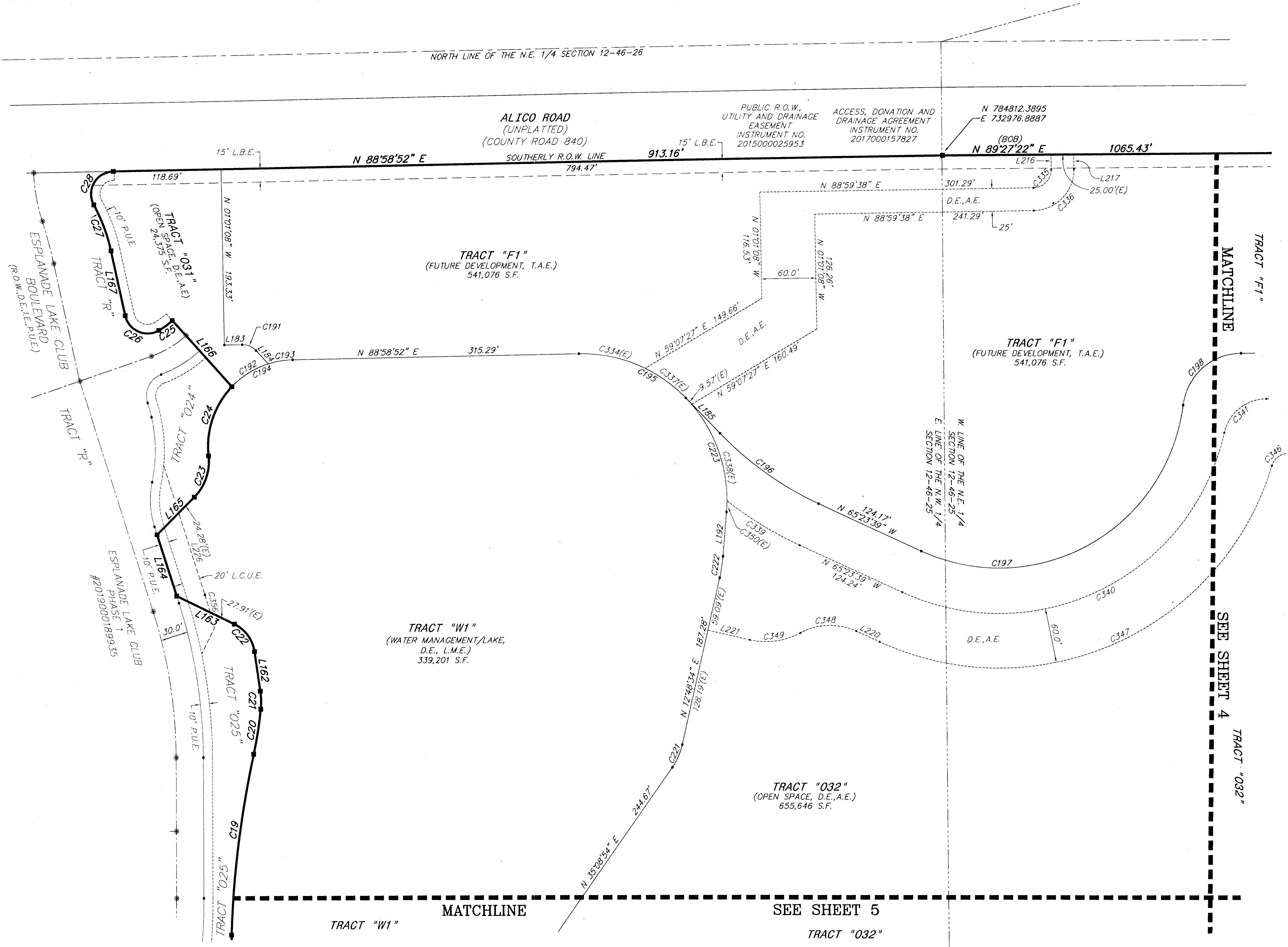
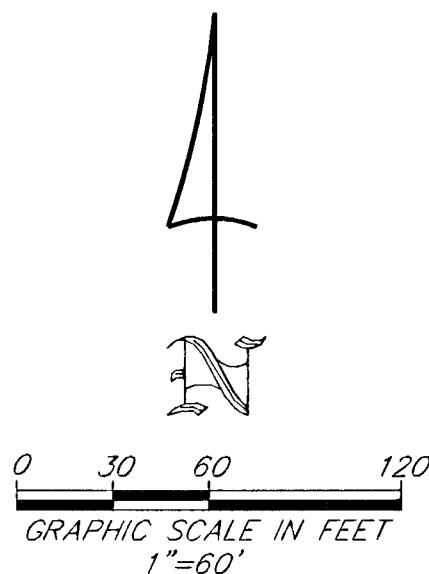


Esplanade Lake Club Phase 2

INSTRUMENT# 2020000075347

SHEET 3 OF 21

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA



LINE TABLE (SHEET 3)		
LINE	LENGTH	BEARING
L162	43.94'	N 08°16'49" W
L163	70.58'	N 64°02'28" W
L164	70.86'	N 17°41'45" W
L165	58.06'	N 44°57'32" E
L166	97.87'	N 41°56'42" W
L167	73.09'	N 12°21'53" W
L183	19.67'	N 88°58'52" E
L184	19.79'	N 42°25'15" W
L185	53.97'	N 44°08'36" W
L192	48.66'	N 04°39'04" E
L216	16.52'	N 01°00'22" W
L217	16.32'	N 01°00'22" W
L220	28.35'	N 65°23'39" W
L221	47.23'	N 77°11'26" W
L226	94.45'	N 17°41'45" W

CURVE TABLE (SHEET 3)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C19	1101.00'	102°14'	199.14'	198.87'	N 07°11'16" E
C20	434.00'	6°31'56"	49.48'	49.45'	N 09°06'12" E
C21	80.00'	14°07'03"	19.71'	19.66'	N 01°13'17" W
C22	40.00'	55°45'39"	38.93'	37.41'	N 36°09'38" W
C23	55.00'	51°09'10"	49.10'	47.49'	N 19°22'57" E
C24	95.00'	49°51'48"	82.68'	80.09'	N 18°44'16" E
C25	89.50'	11°45'57"	18.38'	18.35'	S 53°56'17" W
C26	25.00'	107°48'52"	47.04'	40.40'	N 66°16'19" W
C27	189.00'	16°19'36"	53.86'	53.67'	N 20°31'41" W
C28	25.00'	117°40'21"	51.34'	42.78'	N 30°08'41" E
C191	20.00'	48°35'53"	16.96'	16.46'	N 66°43'12" W
C192	95.00'	28°45'01"	47.67'	47.17'	N 58°02'41" E
C193	95.00'	16°33'40"	27.46'	27.36'	N 80°42'02" E
C194	95.00'	45°18'41"	75.13'	73.19'	N 66°19'31" E
C195	160.00'	46°52'32"	130.90'	127.28'	N 67°34'52" W
C196	360.00'	21°15'03"	133.52'	132.76'	N 54°46'08" W
C197	205.00'	107°15'06"	383.74'	330.12'	N 60°58'48" E
C198	65.00'	82°06'02"	93.14'	85.37'	N 48°24'19" E
C221	70.00'	22°20'20"	27.29'	27.12'	N 23°58'44" E
C222	170.00'	8°09'30"	24.21'	24.19'	N 08°43'49" E
C223	160.00'	48°47'41"	136.26'	132.18'	N 19°44'46" W
C334(E)	160.00'	27°01'47"	75.48'	74.78'	N 77°30'15" W
C335	20.00'	90°00'00"	31.42'	28.28'	N 43°59'38" E
C336	45.00'	90°00'00"	70.69'	63.64'	N 43°59'38" E
C337(E)	160.00'	19°50'45"	55.42'	55.14'	N 54°03'59" W
C338(E)	160.00'	44°27'13"	124.14'	121.05'	N 21°55'00" W
C339	416.71'	12°52'54"	93.69'	93.49'	N 58°47'28" W
C340	255.00'	101°46'22"	452.95'	395.71'	N 63°43'10" E
C341	48.00'	76°37'23"	64.19'	59.51'	N 51°08'41" E
C346	19.00'	72°22'49"	24.00'	22.44'	N 53°15'57" E
C347	315.00'	97°31'48"	536.20'	473.77'	N 65°50'27" E
C348	69.00'	53°00'43"	63.84'	61.59'	N 88°05'59" E
C349	80.00'	41°12'57"	57.55'	56.32'	N 82°12'06" E
C350(E)	160.00'	4°20'28"	12.12'	12.12'	N 02°28'50" E
C356	590.00'	1°37'50"	20.22'	20.22'	N 16°42'50" W

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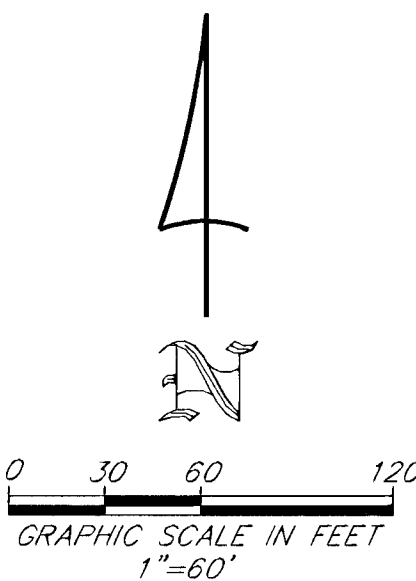
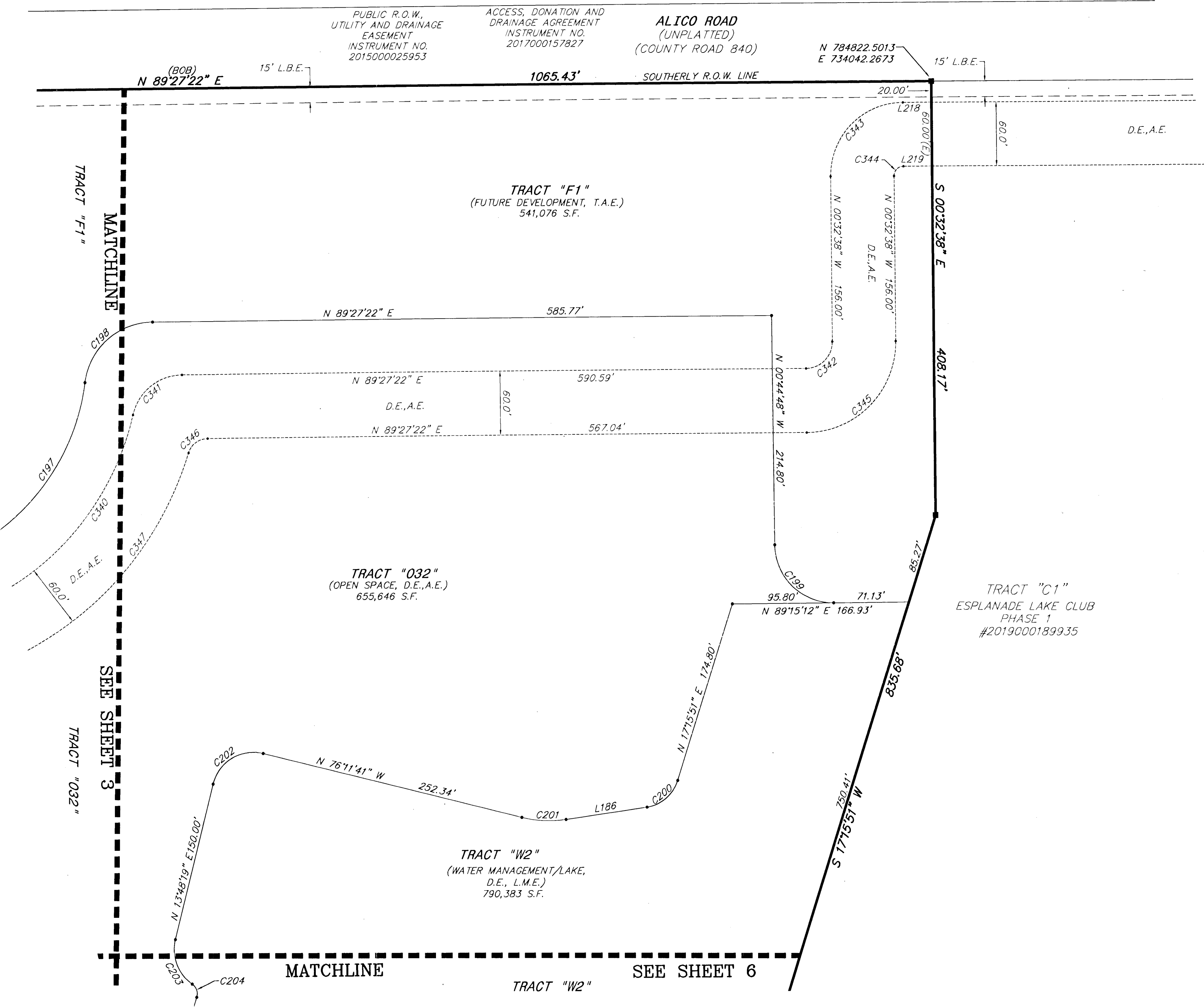
THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
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LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Esplanade Lake Club Phase 2

INSTRUMENT# 2030000075347

SHEET 4 OF 21

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA



LINE TABLE (SHEET 4)		
LINE	LENGTH	BEARING
L186	77.48'	N 81°26'00" E
L218	27.00'	N 89°27'22" E
L219	27.00'	N 89°27'22" E

CURVE TABLE (SHEET 4)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C197	205.00'	107°15'06"	383.74'	330.12'	N 60°58'48" E
C198	65.00'	82°06'07"	93.14'	85.37'	N 48°24'19" E
C199	55.00'	90°00'00"	86.39'	77.78'	N 45°44'48" W
C200	36.00'	64°10'09"	40.32'	38.24'	N 49°20'55" E
C201	108.00'	22°22'19"	42.17'	41.90'	N 87°22'50" W
C202	39.00'	90°00'00"	61.26'	55.15'	N 58°48'19" E
C203	39.00'	69°10'28"	47.09'	44.28'	N 20°46'55" W
C204	11.00'	72°38'00"	13.94'	13.03'	N 19°03'09" W
C340	255.00'	101°46'22"	452.95'	395.71'	N 63°43'10" E
C341	48.00'	76°37'23"	64.19'	59.51'	N 51°08'41" E
C342	25.00'	90°00'00"	39.27'	35.36'	N 44°27'22" E
C343	69.00'	90°00'00"	108.38'	97.58'	N 44°27'22" E
C344	9.00'	90°00'00"	14.14'	12.73'	N 44°27'23" E
C345	85.00'	90°00'00"	133.52'	120.21'	N 44°27'22" E
C346	19.00'	72°22'49"	24.00'	22.44'	N 53°15'57" E
C347	315.00'	97°31'48"	536.20'	473.77'	N 65°50'27" E

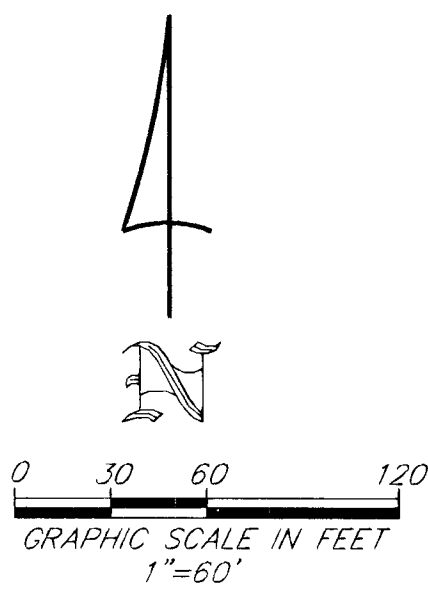
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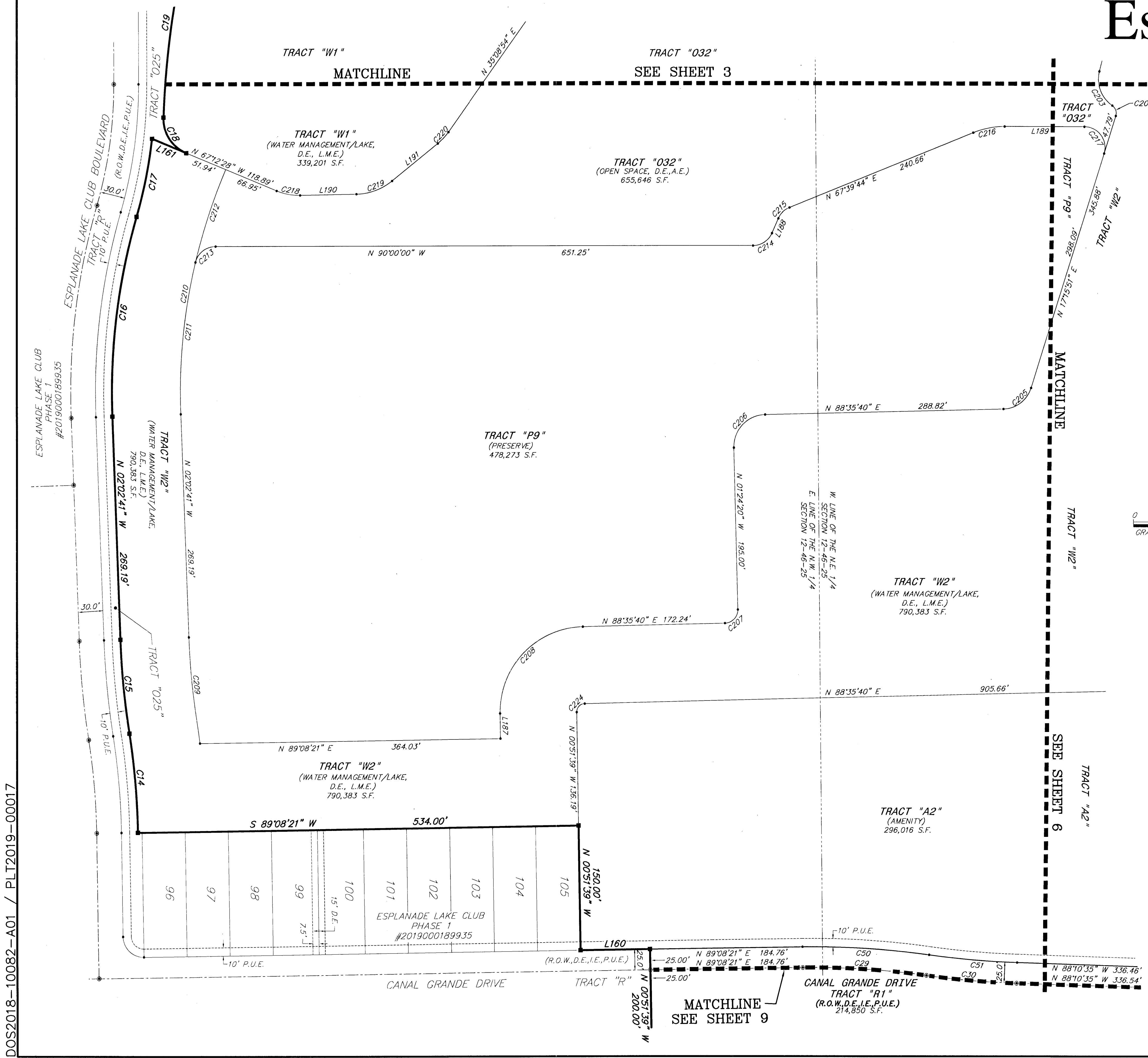
Esplanade Lake Club Phase 2

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LINE TABLE (SHEET 5)		
LINE	LENGTH	BEARING
L160	84.17'	S 89°08'21" W
L161	44.93'	S 67°12'28" E
L187	30.19'	N 00°51'39" W
L188	19.51'	N 23°25'17" E
L189	96.66'	N 90°00'00" W
L190	68.20'	N 88°55'26" E
L191	71.53'	N 50°36'35" E



CURVE TABLE (SHEET 5)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C14	850.00'	8°03'09"	119.46'	119.36'	N 04°52'52" W
C15	950.00'	6°51'46"	113.79'	113.72'	N 05°28'34" W
C16	780.00'	17°59'26"	244.92'	243.91'	N 06°57'02" E
C17	580.00'	9°32'30"	96.59'	96.48'	N 11°10'30" E
C18	45.00'	69°12'50"	54.36'	51.11'	N 32°36'03" W
C19	1101.00'	10°21'48"	199.14'	198.87'	N 07°11'16" E
C29	975.00'	8°48'53"	150.00'	149.85'	N 86°27'12" W
C30	1025.00'	6°07'49"	109.67'	109.62'	N 85°06'41" W
C50	1000.00'	8°48'53"	153.84'	153.69'	N 86°27'12" W
C51	1000.00'	6°07'49"	107.00'	106.94'	N 85°06'41" W
C203	39.00'	69°10'28"	47.09'	44.28'	N 20°46'55" W
C204	11.00'	72°38'00"	13.94'	13.03'	N 19°03'09" W
C205	36.00'	71°19'49"	44.82'	41.98'	N 52°55'46" E
C206	39.00'	90°00'00"	61.26'	55.15'	N 43°35'40" E
C207	16.00'	90°00'00"	25.13'	22.63'	N 43°35'40" E
C208	103.00'	89°27'19"	160.81'	144.97'	N 43°52'01" E
C209	867.00'	6°51'46"	103.85'	103.79'	N 05°28'34" W
C210	697.00'	24°57'43"	303.66'	301.26'	N 10°26'10" E
C211	697.00'	15°13'14"	185.16'	184.61'	N 05°33'56" E
C212	697.00'	9°44'28"	118.50'	118.36'	N 18°02'47" E
C213	25.00'	76°49'27"	33.52'	31.07'	N 51°35'17" E
C214	25.00'	66°34'43"	29.05'	27.44'	N 56°42'39" E
C215	25.00'	44°14'27"	19.30'	18.83'	N 45°32'30" E
C216	100.00'	22°20'16"	38.99'	38.74'	N 78°49'52" E
C217	25.00'	107°15'51"	46.80'	40.26'	N 36°22'04" W
C218	72.00'	23°11'43"	29.15'	28.95'	N 79°08'31" W
C219	70.00'	38°18'51"	46.81'	45.94'	N 69°46'00" E
C220	70.00'	15°27'41"	18.89'	18.83'	N 42°52'44" E
C224	10.00'	89°27'19"	15.61'	14.07'	N 43°52'01" E

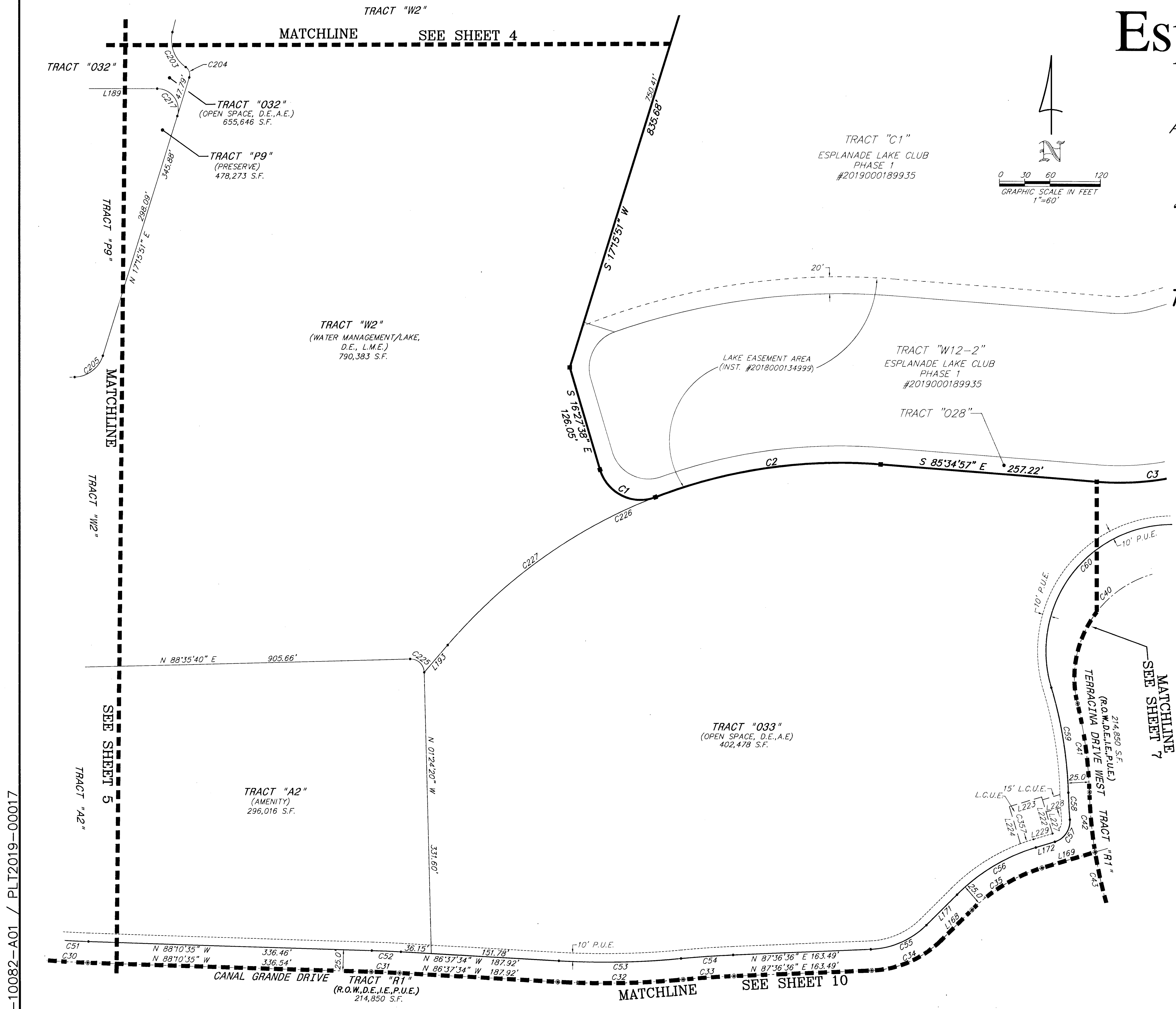
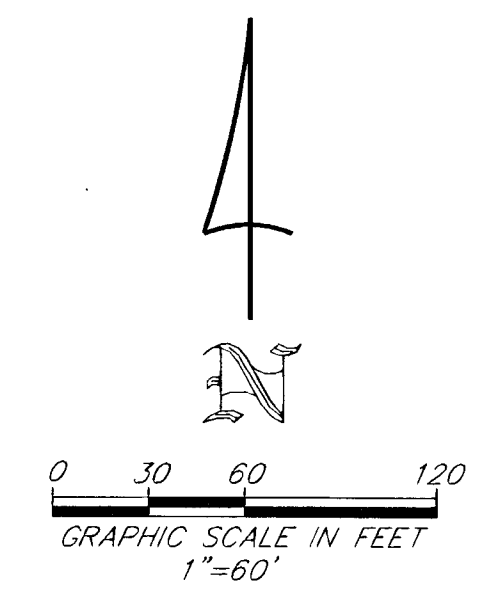


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Esplanade Lake Club Phase 2

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LINE TABLE (SHEET 6)		
LINE	LENGTH	BEARING
L168	51.22'	N 45°28'49" E
L169	65.90'	N 73°25'35" E
L171	51.22'	N 45°28'49" E
L172	23.61'	N 73°25'35" E
L189	96.66'	N 90°00'00" W
L193	42.62'	N 40°37'38" E
L222	45.01'	N 16°34'25" W
L223	40.00'	N 73°25'35" E
L224	45.58'	N 16°34'25" W
L227	26.58'	N 16°37'30" W
L228	17.93'	N 73°36'28" E
L229	23.61'	N 73°25'35" E

CURVE TABLE (SHEET 6)					
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
C30	1025.00'	6°07'49"	109.62'	109.62'	N 85°06'41" W
C31	1160.00'	1°40'10"	33.80'	33.80'	N 87°27'39" W
C32	975.00'	8°45'24"	149.01'	148.87'	N 88°59'45" E
C33	1160.00'	2°59'33"	60.59'	60.58'	N 86°06'49" E
C34	125.00'	42°07'47"	91.91'	89.86'	N 66°32'43" E
C35	200.00'	27°56'45"	97.55'	96.59'	N 59°27'12" E
C40	128.00'	115°39'17"	258.37'	216.69'	N 44°06'13" E
C41	500.00'	12°10'25"	106.23'	106.03'	N 07°38'14" W
C42	525.00'	7°43'48"	70.83'	70.78'	N 05°24'55" W
C43	525.00'	7°17'36"	66.83'	66.78'	N 12°55'37" W
C51	1000.00'	6°07'49"	107.00'	106.94'	N 85°06'41" W
C52	1185.00'	1°40'15"	34.56'	34.55'	N 87°27'41" W
C53	950.00'	8°45'24"	145.19'	145.05'	N 88°59'45" E
C54	1185.00'	2°59'33"	61.89'	61.89'	N 86°06'49" E
C55	100.00'	42°07'47"	73.53'	71.88'	N 66°32'43" E
C56	225.00'	27°56'45"	109.74'	108.66'	N 59°27'12" E
C57	25.00'	78°17'43"	34.16'	31.57'	N 34°16'43" E
C58	550.00'	3°19'07"	31.86'	31.85'	N 03°12'35" W
C59	475.00'	15°14'28"	126.35'	125.98'	N 09°10'15" W
C60	150.00'	121°40'08"	318.53'	261.96'	N 44°02'35" E
C203	39.00'	69°10'28"	47.09'	44.28'	N 20°46'55" W
C204	11.00'	72°38'00"	13.94'	13.03'	N 19°03'09" W
C205	36.00'	71°19'49"	44.82'	41.98'	N 52°55'46" E
C217	25.00'	107°15'51"	46.80'	40.26'	N 36°22'04" W
C225	16.37'	90°00'24"	25.72'	23.16'	N 46°24'32" W
C226	615.00'	53°47'25"	577.37'	556.40'	N 67°31'20" E
C227	615.00'	28°25'40"	305.14'	302.02'	N 54°50'28" E
C357	235.00'	3°59'59"	16.40'	16.40'	N 71°25'35" E

THIS INSTRUMENT PREPARED BY:
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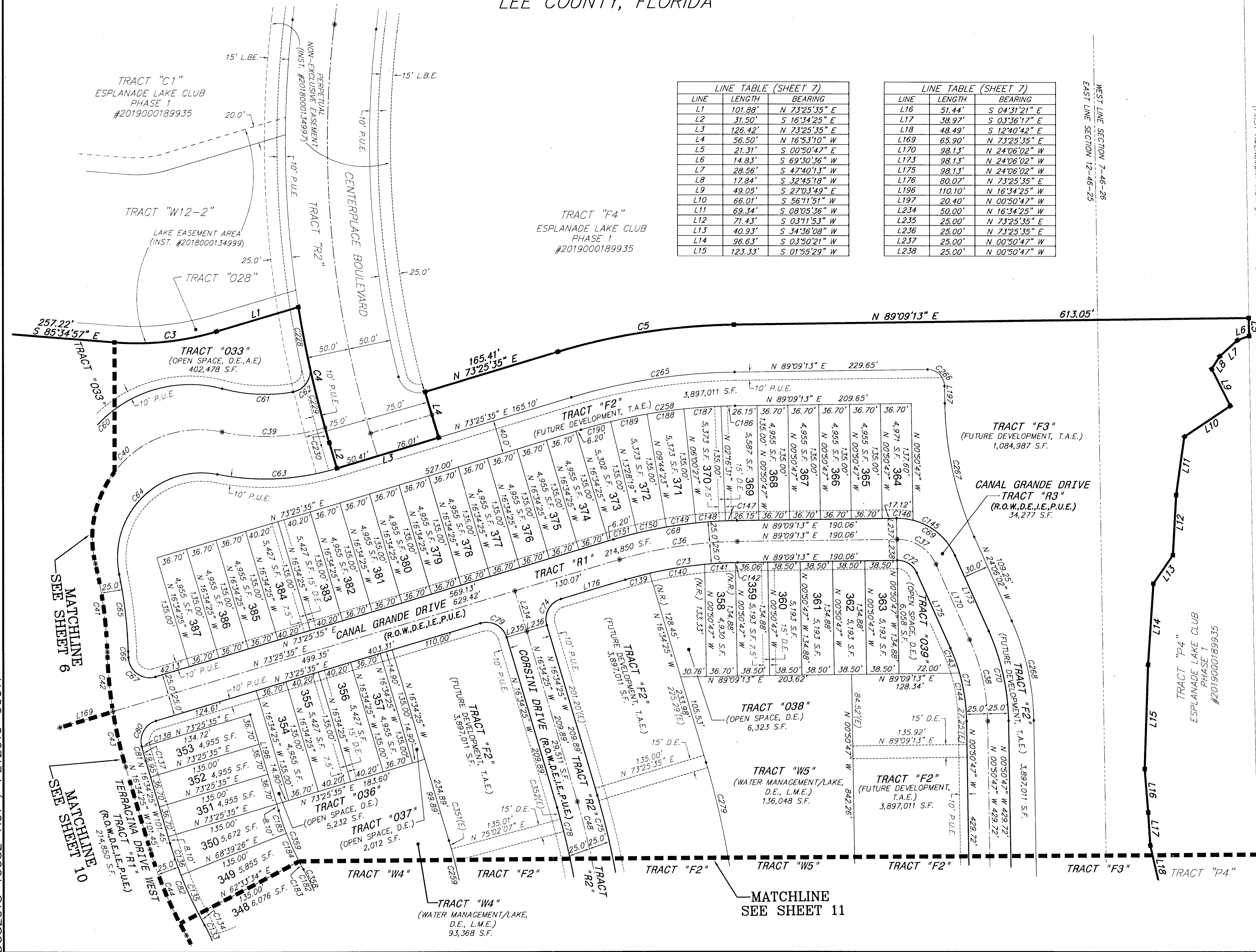
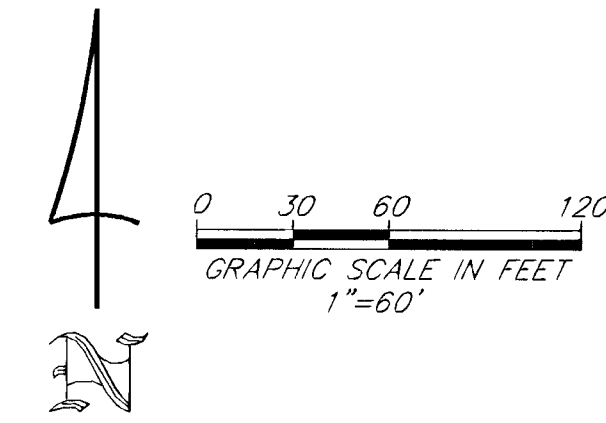
DOS2018-10082-A01 / PLT2019-00017

Esplanade Lake Club Phase 2

INSTRUMENT# 202000075347

SHEET 7 OF 21

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA



LINE TABLE (SHEET 7)		
LINE	LENGTH	BEARING
L1	101.88'	N 73°25'35" E
L2	31.50'	S 16°34'25" E
L3	126.42'	N 73°25'35" E
L4	56.50'	N 16°53'10" W
L5	21.31'	S 00°50'47" E
L6	14.83'	S 69°30'36" W
L7	28.56'	S 47°40'13" W
L8	17.84'	S 32°45'18" W
L9	49.05'	S 27°03'49" E
L10	66.01'	S 56°11'51" W
L11	69.34'	S 08°05'36" W
L12	71.43'	S 03°11'53" W
L13	40.93'	S 34°36'08" W
L14	96.63'	S 03°50'21" W
L15	123.33'	S 01°55'29" W

LINE TABLE (SHEET 7)		
LINE	LENGTH	BEARING
L16	51.44'	S 04°31'21" E
L17	38.97'	S 03°36'17" E
L18	48.49'	S 12°40'42" E
L19	65.90'	N 73°25'35" E
L170	98.13'	N 24°06'02" W
L173	98.13'	N 24°06'02" W
L175	98.13'	N 24°06'02" W
L176	80.07'	N 73°25'35" E
L196	110.10'	N 16°34'25" W
L197	20.40'	N 00°50'47" W
L234	50.00'	N 16°34'25" W
L235	25.00'	N 73°25'35" E
L236	25.00'	N 73°25'35" E
L237	25.00'	N 00°50'47" W
L238	25.00'	N 00°50'47" W

CURVE TABLE (SHEET 7)				
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING
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	275.00'	15°43'39"	212.73'	212.07' N 81°17'24" E
C36	518.50'	66°44'45"	58.25'	55.01' N 81°17'24" E
C37	50.00'	23°15'15"	99.44'	98.76' N 12°28'24" W
C38	245.00'	28°25'17"	124.01'	122.74' N 87°43'12" E
C39	128.00'	11°53'17"	258.37'	216.69' N 44°08'13" E
C40	500.00'	12°10'25"	106.23'	106.03' N 07°38'14" W
C42	525.00'	7°43'48"	70.83'	70.78' N 05°24'55" W
C43	525.00'	7°17'36"	66.83'	66.78' N 12°55'37" W
C44	500.00'	12°41'07"	110.70'	110.47' N 22°54'59" W
C48	800.00'	15°43'39"	219.60'	218.91' N 08°42'36" W
C60	150.00'	121°40'08"	318.53'	261.96' N 44°02'35" E
C61	200.00'	24°14'28"	84.62'	83.99' N 87°14'35" W
C62	25.00'	92°56'32"	40.55'	36.25' N 34°09'55" E
C63	300.00'	27°26'31"	143.69'	142.32' N 87°14'33" E
C64	100.00'	112°36'20"	196.53'	166.40' N 44°39'38" E
C65	525.00'	10°05'30"	92.47'	92.35' N 06°35'46" W
C66	500.00'	0°48'27"	7.05'	7.05' N 01°57'15" W
C67	25.00'	104°12'57"	45.47'	39.46' N 54°27'57" W
C68	543.50'	15°43'39"	149.19'	148.72' N 81°17'24" E
C69	75.00'	66°44'45"	87.37'	82.51' N 57°28'24" W
C70	270.00'	23°15'15"	109.58'	108.83' N 12°28'24" W
C71	220.00'	23°15'15"	89.29'	88.68' N 12°28'24" W
C72	25.00'	66°44'45"	29.12'	27.50' N 57°28'24" W
C73	493.50'	15°43'39"	135.46'	135.04' N 81°17'24" E
C74	25.00'	90°00'00"	39.27'	35.36' N 28°25'35" E
C75	825.00'	15°43'39"	226.46'	225.75' N 08°42'36" W
C78	775.00'	15°43'39"	212.73'	212.07' N 08°42'36" W
C79	25.00'	90°00'00"	39.27'	35.36' N 61°34'25" W
C80	25.00'	87°59'29"	38.39'	34.73' N 29°25'50" E
C81	500.00'	2°00'31"	17.53'	17.53' N 15°34'10" W
C82	475.00'	12°41'07"	105.16'	104.95' N 22°54'59" W
C133	175.00'	7°34'41"	23.15'	23.15' N 25°28'12" W
C134	475.00'	1°49'06"	15.07'	15.07' N 28°20'59" W
C135	475.00'	6°05'52"	50.55'	50.53' N 24°23'30" W
C136	475.00'	4°46'09"	39.54'	39.53' N 18°57'30" W
C137	500.00'	1°55'11"	16.75'	16.75' N 15°36'50" W
C138	500.00'	0°05'20"	0.78'	0.78' N 14°36'34" W
C139	493.50'	3°28'36"	29.95'	29.94' N 25°09'53" E
C140	493.50'	7°42'08"	66.34'	66.29' N 80°45'15" E
C141	493.50'	4°15'56"	36.74'	36.73' N 86°44'17" E
C142	493.50'	0°16'58"	2.44'	2.44' N 89°00'44" E
C143	220.00'	8°10'00"	31.36'	31.33' N 20°01'02" W
C144	220.00'	15°05'15"	57.93'	57.77' N 08°23'24" W
C145	75.00'	51°36'33"	67.56'	65.30' N 49°54'18" W
C146	75.00'	15°08'12"	19.81'	19.76' N 83°16'41" W
C147	543.50'	1°25'44"	13.55'	13.55' N 88°26'21" E
C148	543.50'	3°43'56"	35.40'	35.40' N 85°51'31" E
C149	543.50'	3°43'56"	35.40'	35.40' N 82°07'35" E
C150	543.50'	3°43'56"	35.40'	35.40' N 78°23'39" E
C151	543.50'	3°06'06"	29.42'	29.42' N 74°58'38" E
C182	310.00'	7°34'41"	41.00'	40.97' N 25°28'12" W
C183	340.00'	1°49'06"	10.79'	10.79' N 28°20'59" W
C184	340.00'	6°05'52"	36.19'	36.17' N 24°23'30" W
C185	340.00'	4°46'09"	28.30'	28.29' N 18°57'30" W
C186	678.50'	1°25'44"	16.92'	16.92' N 88°26'21" E
C187	678.50'	3°43'56"	44.20'	44.19' N 85°51'31" E
C188	678.50'	3°43'56"	44.20'	44.19' N 82°07'35" E
C189	678.50'	3°43'56"	44.20'	44.19' N 78°23'39" E
C190	678.50'	3°06'06"	36.73'	36.73' N 74°58'38" E
C228	1250.00'	3°19'03"	72.37'	72.36' N 10°38'50" W
C229	1250.00'	3°25'11"	74.61'	74.60' N 14°00'57" W
C230	1250.00'	0°50'53"	18.50'	18.50' N 16°08'59" W
C258	678.50'	15°43'39"	186.24'	185.66' N 81°17'24" E
C259	640.00'	15°43'39"	175.68'	175.13' N 08°42'36" W
C265	718.50'	15°43'39"	197.22'	196.61' N 81°17'24" E
C266	20.00'	90°00'00"	31.42'	28.28' N 45°50'47" W
C267	400.00'	23°15'15"	162.34'	161.23' N 12°28'24" W
C268	300.00'	23°15'15"	121.76'	120.92' N 12°28'24" W
C279	960.00'	15°43'39"	263.51'	262.69' N 08°42'36" W
C351(E)	640.00'	0°56'15"	10.47'	10.47' N 16°06'19" W
C352(E)	775.00'	10°31'16"	14.26'	14.26' N 16°02'47" W
C358	310.00'	28°24'45"	153.73'	152.16' N 15°03'09" W
C359	340.00'	12°41'07"	75.28'	75.12' N 22°54'59" W

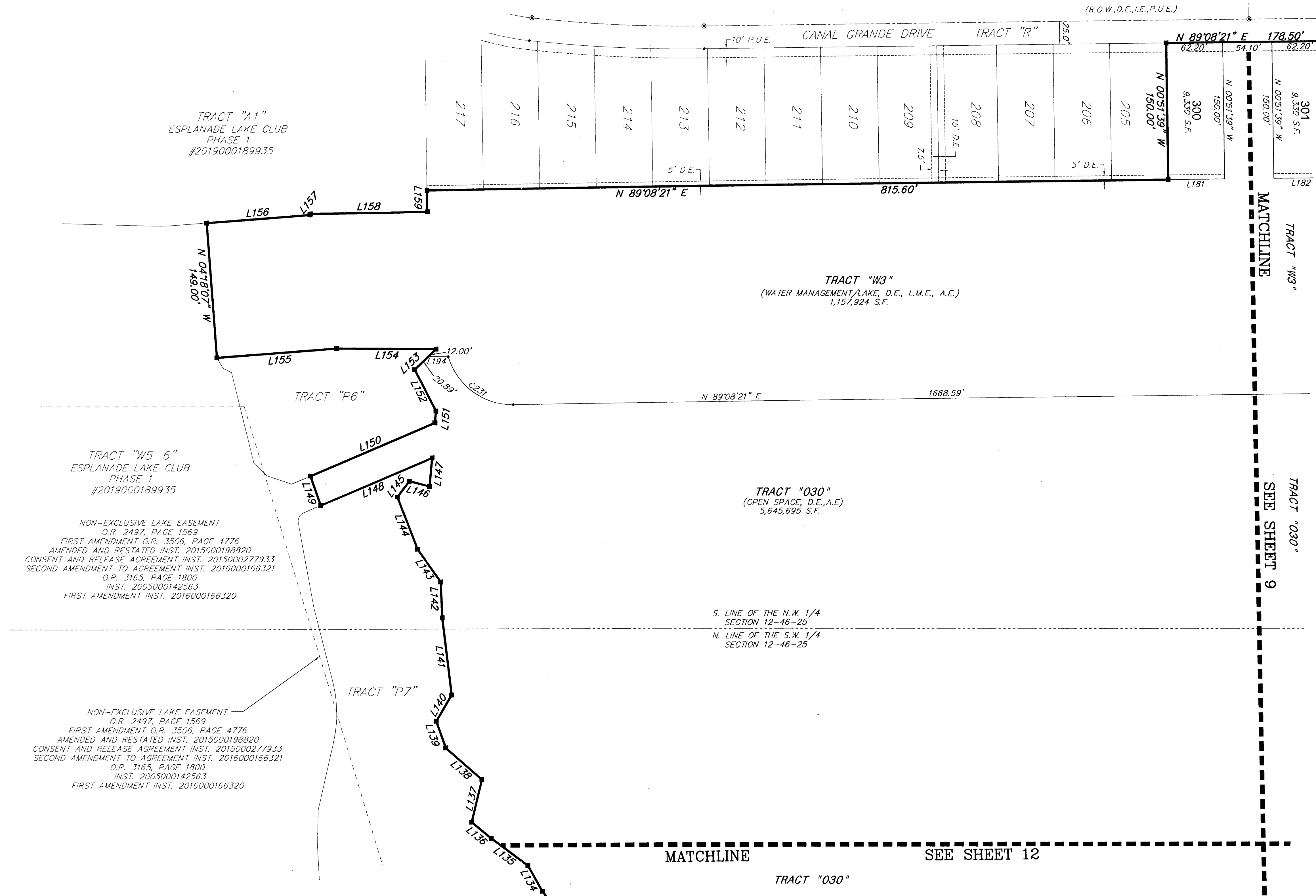
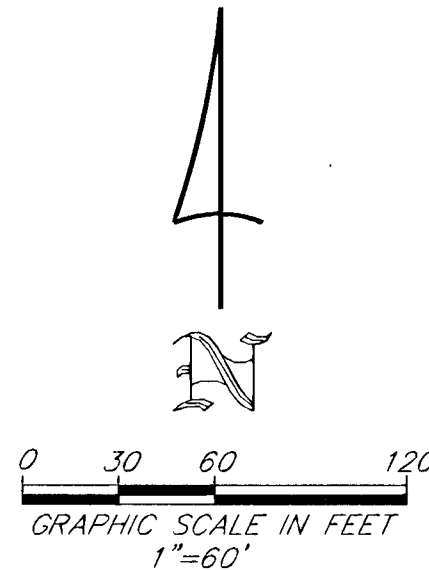
THIS INSTRUMENT PREPARED BY:
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RHODES & RHODES
LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
BONITA SPRINGS, FL 34135
(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

Esplanade Lake Club Phase 2

INSTRUMENT# 2020000075347

SHEET 8 OF 21

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



LINE TABLE (SHEET 8)		
LINE	LENGTH	BEARING
L134	32.13'	N 29°21'46" W
L135	50.07'	N 53°36'01" W
L136	27.84'	N 50°38'36" W
L137	47.58'	N 13°41'26" E
L138	52.61'	N 49°03'53" W
L139	30.77'	N 19°43'53" W
L140	33.41'	N 30°26'52" E
L141	84.82'	N 06°55'39" W
L142	39.52'	N 02°22'28" W
L143	44.22'	N 35°28'23" W
L144	61.37'	N 21°07'40" W
L145	21.61'	N 37°05'11" E
L146	23.21'	S 75°39'26" E
L147	31.25'	N 05°16'32" E
L148	133.06'	S 67°06'42" W
L149	34.07'	N 19°12'51" W
L150	148.70'	N 67°06'42" E
L151	12.81'	N 04°45'03" E
L152	51.06'	N 27°41'56" W
L153	32.89'	N 46°41'13" E
L154	109.22'	N 89°33'22" W
L155	132.11'	S 85°40'48" W
L156	113.72'	N 85°40'48" E
L157	1.55'	N 40°40'48" E
L158	128.08'	N 89°08'21" E
L159	23.50'	N 00°51'39" W
L181	62.20'	N 89°08'21" E
L182	62.20'	N 89°08'21" E
L194	22.19'	N 89°33'22" W

CURVE TABLE (SHEET 8)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C231	73.50'	74°18'38"	95.33'	88.78'	N 53°42'20" W

NON-EXCLUSIVE LAKE EASEMENT
O.R. 2497, PAGE 1569
FIRST AMENDMENT O.R. 3506, PAGE 4776
AMENDED AND RESTATED INST. 2015000198820
CONSENT AND RELEASE AGREEMENT INST. 2015000277933
SECOND AMENDMENT TO AGREEMENT INST. 2016000166321
O.R. 3165, PAGE 1800
INST. 2005000142563
FIRST AMENDMENT INST. 2016000166320

NON-EXCLUSIVE LAKE EASEMENT
O.R. 2497, PAGE 1569
FIRST AMENDMENT O.R. 3506, PAGE 4776
AMENDED AND RESTATED INST. 2015000198820
CONSENT AND RELEASE AGREEMENT INST. 2015000277933
SECOND AMENDMENT TO AGREEMENT INST. 2016000166321
O.R. 3165, PAGE 1800
INST. 2005000142563
FIRST AMENDMENT INST. 2016000166320

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DOS2018-10082-A01 / PLT2019-00017

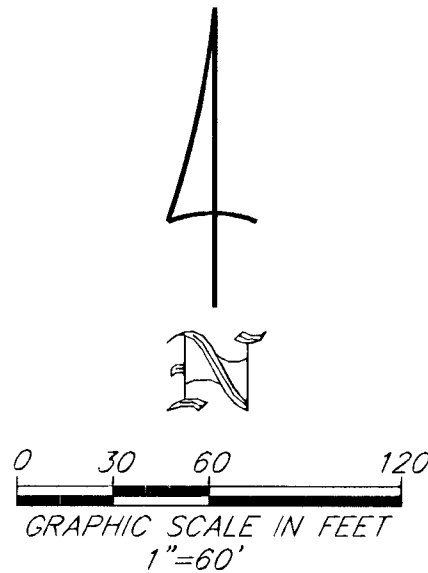
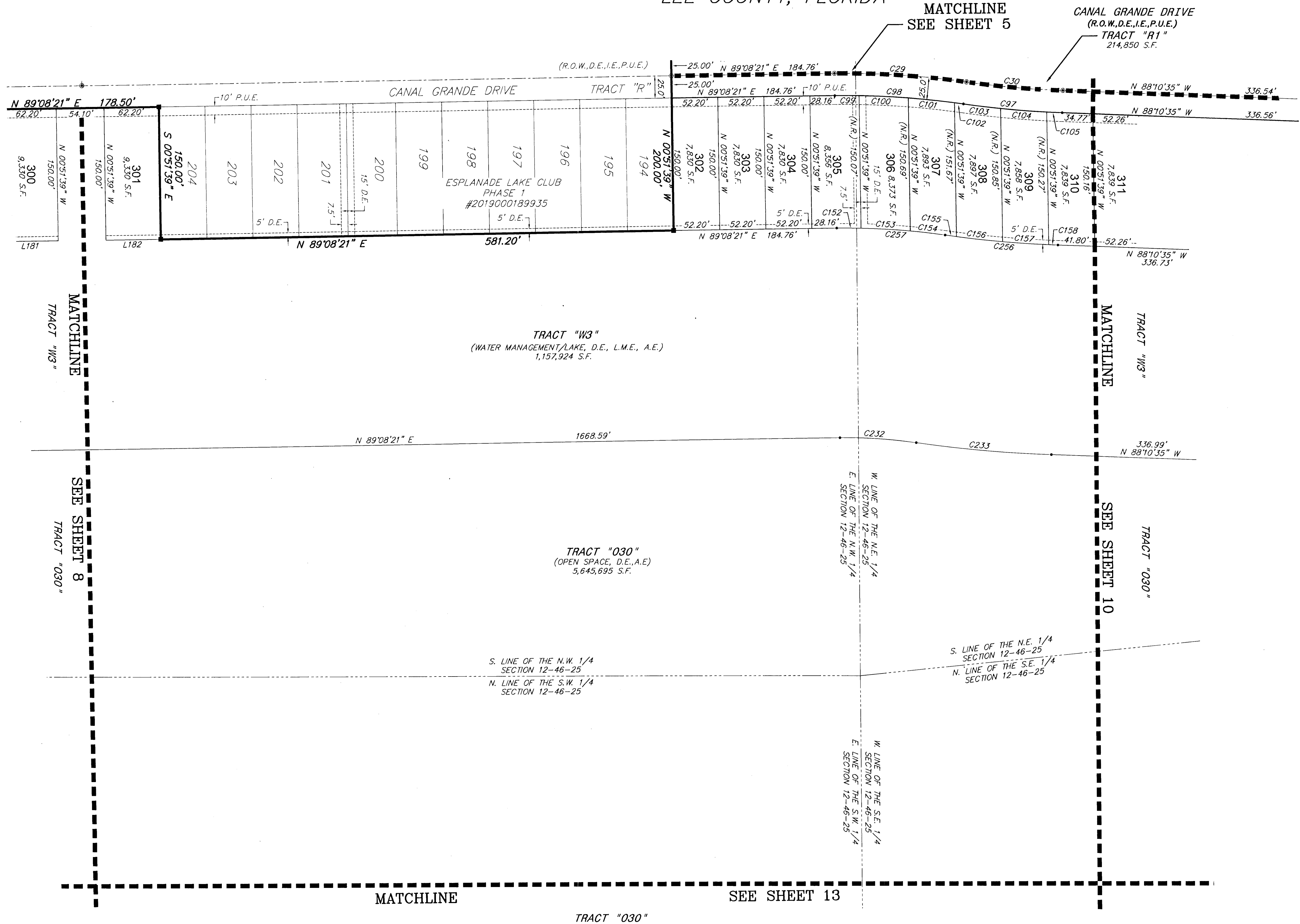
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Esplanade Lake Club Phase 2

INSTRUMENT# 202000075347

SHEET 9 OF 21

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



LINE TABLE (SHEET 9)		
LINE	LENGTH	BEARING
L181	62.20'	N 89°08'21" E
L182	62.20'	N 89°08'21" E

CURVE TABLE (SHEET 9)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C29	975.00'	8°48'53"	150.00'	149.85'	N 86°27'12" W
C30	1025.00'	6°07'49"	109.67'	109.62'	N 85°06'41" W
C97	1050.00'	6°07'49"	112.35'	112.29'	N 85°06'41" W
C98	950.00'	8°48'53"	146.15'	146.01'	N 86°27'12" W
C99	950.00'	1°39'40"	27.54'	27.54'	N 89°58'11" E
C100	950.00'	3°21'56"	55.80'	55.79'	N 87°31'01" W
C101	950.00'	3°10'11"	52.56'	52.55'	N 84°14'57" W
C102	950.00'	0°37'06"	10.25'	10.25'	N 82°21'19" W
C103	1050.00'	2°18'57"	42.44'	42.44'	N 83°12'15" W
C104	1050.00'	2°51'36"	52.41'	52.40'	N 85°47'31" W
C105	1050.00'	0°57'16"	17.49'	17.49'	N 87°41'57" W
C152	800.00'	1°58'22"	27.54'	27.54'	N 89°52'28" W
C153	800.00'	3°59'59"	55.85'	55.83'	N 86°53'18" W
C154	800.00'	2°50'33"	39.69'	39.68'	N 83°28'02" W
C155	1200.00'	0°37'13"	12.99'	12.99'	N 82°21'22" W
C156	1200.00'	2°30'39"	52.59'	52.59'	N 83°55'18" W
C157	1200.00'	2°30'00"	52.36'	52.36'	N 86°25'38" W
C158	1200.00'	0°29'57"	10.45'	10.45'	N 87°55'37" W
C232	563.00'	8°48'53"	86.61'	86.53'	N 86°27'12" W
C233	1437.00'	6°07'49"	153.75'	153.68'	N 85°06'41" W
C256	1200.00'	6°07'49"	128.39'	128.33'	N 85°06'41" W
C257	800.00'	8°48'53"	123.08'	122.95'	N 86°27'12" W

DOS2018-10082-A01 / PLT2019-00017

Esplanade Lake Club Phase 2

INSTRUMENT# 2020000075347

SHEET 12 OF 21

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

DOS2018-10082-A01 / PLT2019-00017

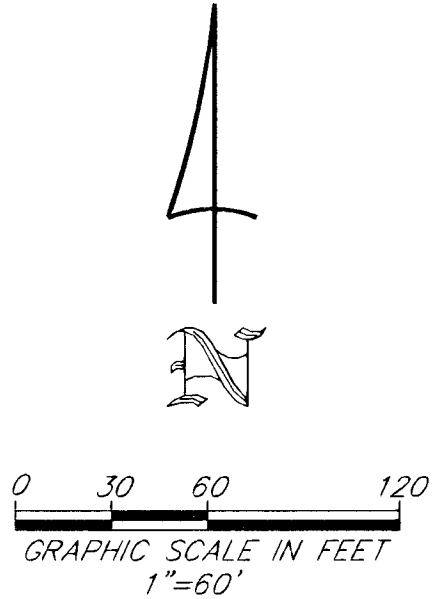
NON-EXCLUSIVE LAKE EASEMENT
O.R. 2497, PAGE 1569
FIRST AMENDMENT O.R. 3506, PAGE 4776
AMENDED AND RESTATED INST. 2015000198820
CONSENT AND RELEASE AGREEMENT INST. 2015000277933
SECOND AMENDMENT TO AGREEMENT INST. 2016000166321
O.R. 3165, PAGE 1800
INST. 2005000142563
FIRST AMENDMENT INST. 2016000166320

TRACT "W5-6"
ESPLANADE LAKE CLUB
PHASE 1
#2019000189935
NON-EXCLUSIVE LAKE EASEMENT
O.R. 2497, PAGE 1569
FIRST AMENDMENT O.R. 3506, PAGE 4776
AMENDED AND RESTATED INST. 2015000198820
CONSENT AND RELEASE AGREEMENT INST. 2015000277933
SECOND AMENDMENT TO AGREEMENT INST. 2016000166321
O.R. 3165, PAGE 1800
INST. 2005000142563
FIRST AMENDMENT INST. 2016000166320

TRACT "P7"
ESPLANADE LAKE CLUB
PHASE 1
#2019000189935

TRACT "030"
(OPEN SPACE, D.E.A.E.)
5,645,695 S.F.

LINE TABLE (SHEET 12)		
LINE	LENGTH	BEARING
L93	87.67'	N 44°34'01" W
L94	62.54'	N 39°29'15" W
L95	30.91'	N 19°32'27" W
L96	42.95'	N 11°20'48" W
L97	93.85'	N 22°06'40" E
L98	41.71'	N 38°44'28" E
L99	54.94'	N 20°12'26" E
L100	57.50'	N 11°41'53" E
L101	41.26'	N 33°29'07" E
L102	34.79'	N 59°59'03" E
L103	54.50'	N 72°14'28" E
L104	40.06'	N 00°04'05" W
L105	59.94'	N 00°01'20" W
L106	41.73'	N 57°02'22" W
L107	62.10'	N 21°26'08" W
L108	61.50'	N 08°03'59" E
L109	49.11'	N 04°12'09" E
L110	56.05'	N 13°12'11" E
L111	62.04'	N 11°39'41" W
L112	44.72'	N 07°32'33" E
L113	37.72'	N 13°07'52" W
L114	50.47'	N 54°10'01" W
L115	32.49'	N 66°23'12" W
L116	14.94'	N 00°08'00" W
L117	10.75'	N 69°42'45" E
L118	39.14'	S 66°33'07" E
L119	23.35'	N 89°28'57" W
L120	25.96'	N 79°12'54" E
L121	23.07'	S 72°07'55" E
L122	26.42'	S 57°48'26" E
L123	34.23'	S 08°02'06" E
L124	14.52'	S 21°49'43" W
L125	18.36'	S 15°49'01" W
L126	20.86'	S 00°32'07" W
L127	23.12'	N 77°25'58" E
L128	25.03'	N 76°05'34" E
L129	26.33'	N 33°57'06" W
L130	27.69'	N 08°59'53" W
L131	20.86'	N 70°08'09" E
L132	23.06'	N 15°29'29" E
L133	28.94'	N 38°58'40" W
L134	32.13'	N 29°21'46" W
L135	50.07'	N 53°36'01" W
L136	27.84'	N 50°38'36" W
L230	18.73'	N 16°49'16" W



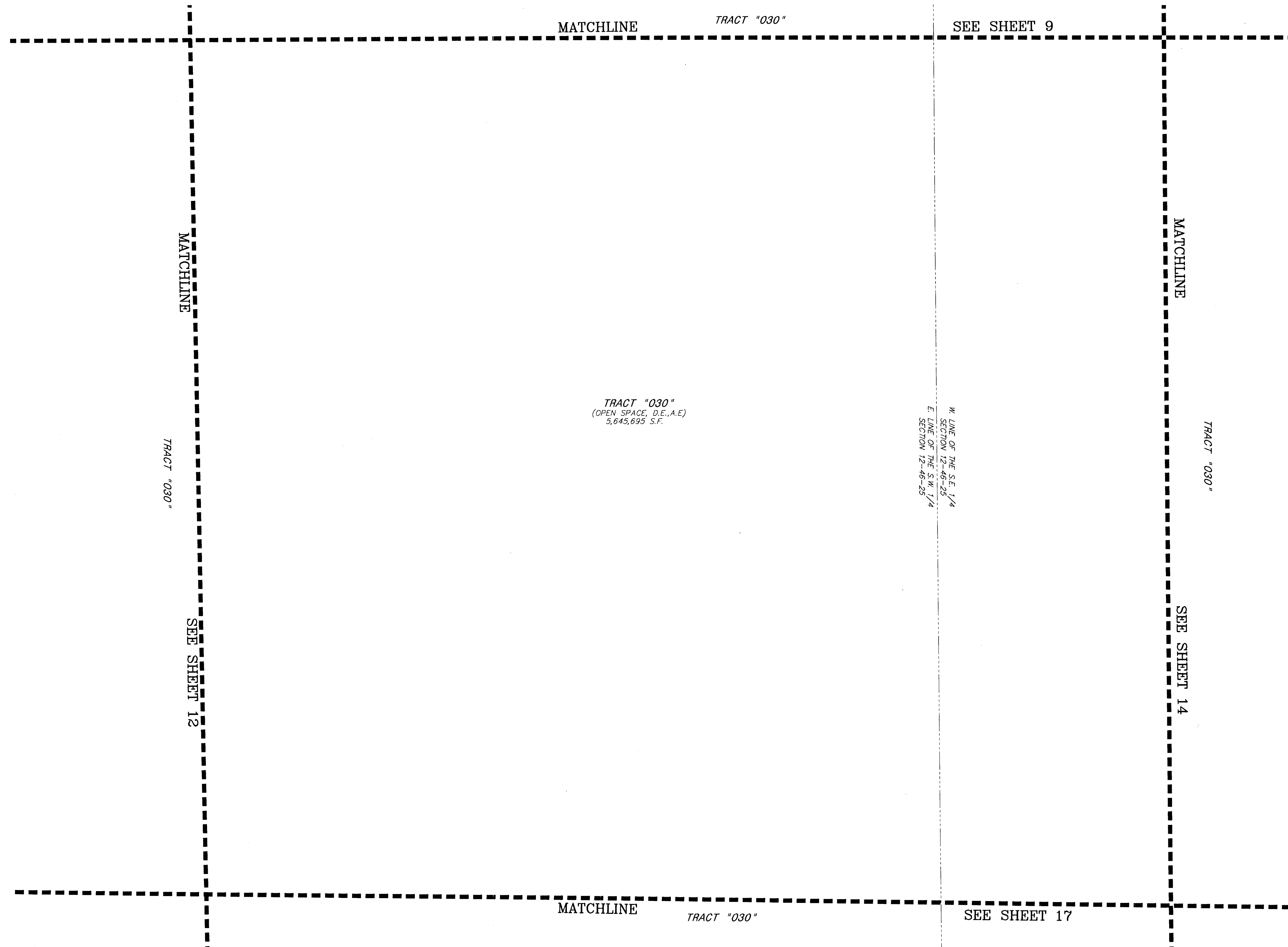
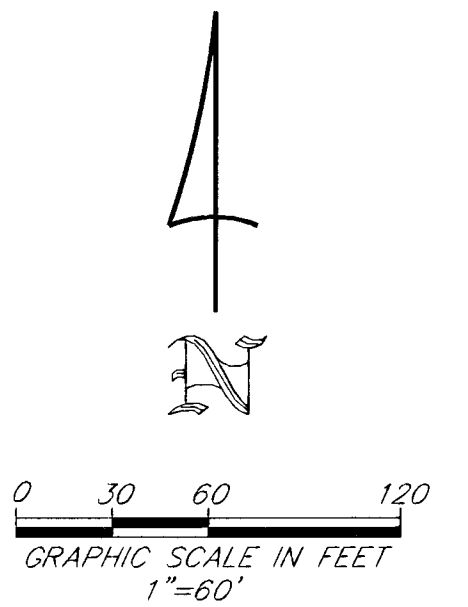
THIS INSTRUMENT PREPARED BY:
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FLORIDA BUSINESS LICENSE NO. LB 6897

Esplanade Lake Club Phase 2

INSTRUMENT# 2020000075347

SHEET 13 OF 21

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023",
"026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3",
"P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935,
LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



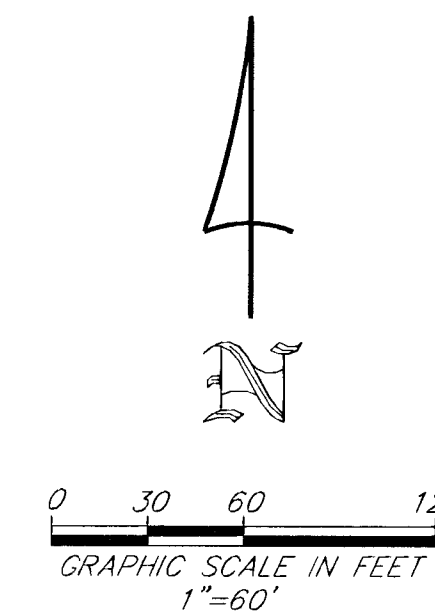
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Z:\CENTRAL\ESPLANADE LAKE CLUB\REPLAT\2019\464646.dwg, Sheet 13, 3/4/2020 11:03:19 AM, 1:1

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

Esplanade Lake Club Phase 2

A REPLAT OF ALL OF LOTS 106 THROUGH 193
(INCLUSIVE), ALL OF TRACTS "016", "017",
"018", "023", "026", "027", "029", "030",
"WM-3A", "W5-6A", "W5-6B", "W13-1",
"F1", "F2", "F3", "A2", "A3", "P9" AND "R1",
ESPLANADE LAKE CLUB PHASE 1, RECORDED
AS INSTRUMENT NUMBER 2019000189935,
LYING IN SECTIONS 12 AND 13,
TOWNSHIP 46 SOUTH, RANGE 25 EAST
AND SECTIONS 7 AND 18, TOWNSHIP
46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA

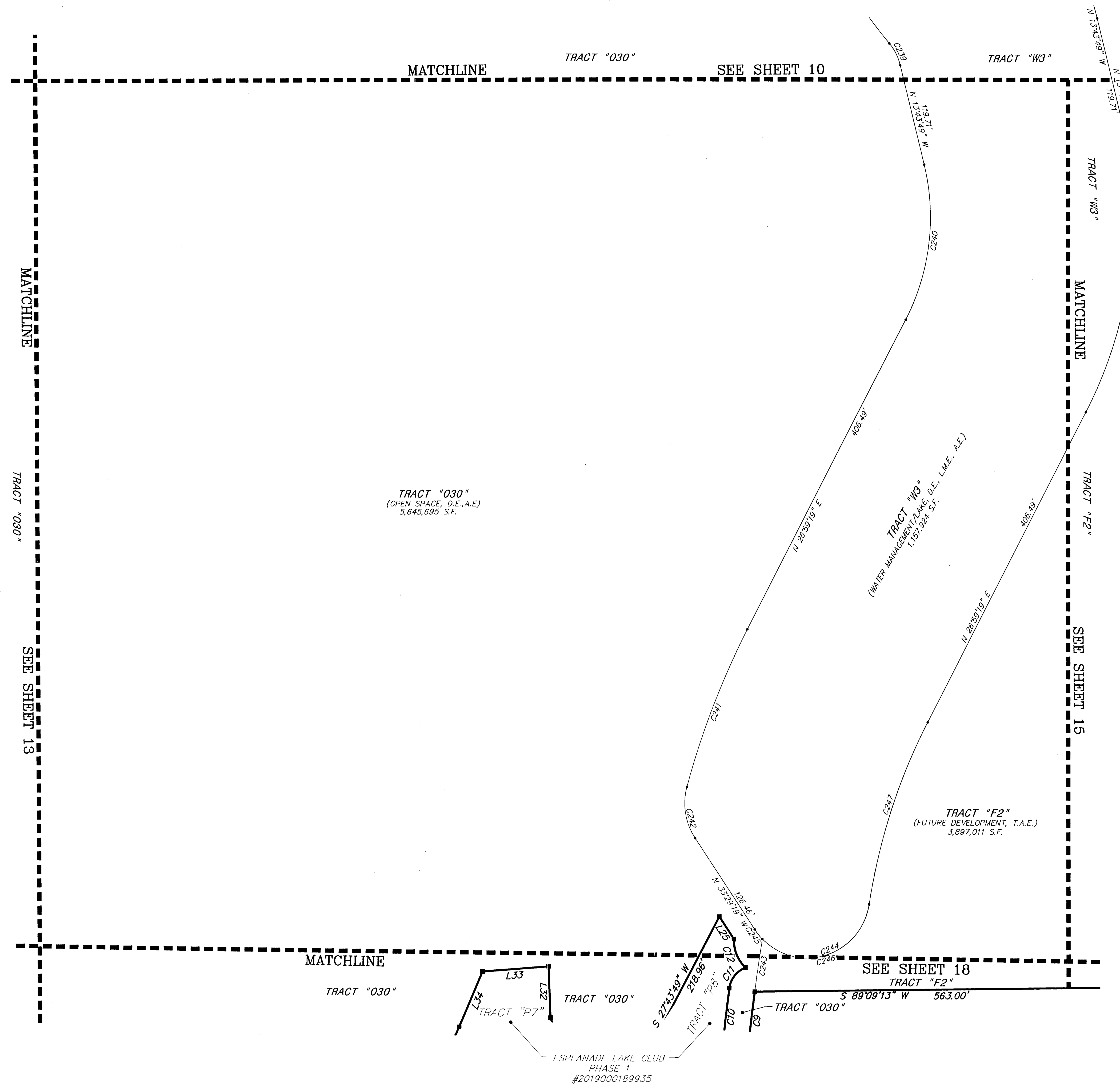


LINE TABLE (SHEET 14)		
LINE	LENGTH	BEARING
L25	31.09'	N 33°29'19" W
L32	60.02'	N 02°18'29" W
L33	77.60'	S 85°17'14" W
L34	70.29'	S 22°52'18" W

CURVE TABLE (SHEET 14)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C9	2000.00'	4°27'30"	155.63'	155.59'	S 05°14'28" W
C10	2030.00'	4°27'30"	157.96'	157.92'	N 05°14'28" E
C11	30.00'	61°14'05"	32.06'	30.56'	N 38°05'15" E
C12	43.00'	48°48'50"	36.63'	35.54'	N 22°21'38" W
C239	63.00'	26°06'34"	28.71'	28.46'	N 26°47'06" W
C240	263.00'	40°43'08"	186.91'	183.00'	N 06°37'45" E
C241	937.00'	12°04'28"	197.46'	197.10'	N 20°52'05" E
C242	73.50'	48°24'10"	62.09'	60.26'	N 09°17'14" W
C243	2000.00'	1°45'55"	61.62'	61.62'	N 08°21'11" E
C244	73.50'	137°49'42"	176.81'	137.16'	N 77°35'50" E
C245	73.50'	11°14'39"	14.42'	14.40'	N 39°06'39" W
C246	73.50'	126°35'03"	162.38'	131.32'	N 71°58'30" E
C247	700.00'	18°18'20"	223.64'	222.69'	N 17°50'09" E
C248	500.00'	40°43'08"	355.34'	347.91'	N 06°37'45" E

DOS2018-10082-A01 / PLT2019-00017

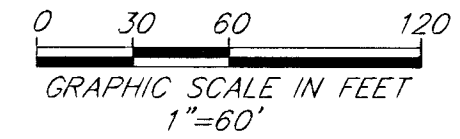
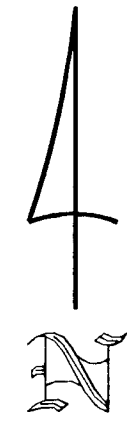
Z:\CENTRO\LAKE ESPLANADE LAKE CLUB\PLAT\TRACTS\Map\LAKE.DWG, Sheet 14, 10/20/2019 11:03:22 AM, L1



THIS INSTRUMENT PREPARED BY:
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LAND SURVEYING, INC.
28100 BONITA GRANDE DRIVE, SUITE #107
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(239) 405-8166 FAX NO. (239) 405-8163
FLORIDA BUSINESS LICENSE NO. LB 6897

INSTRUMENT# 2020000075347

SHEET 15 OF 21



Esplanade Lake Club Phase 2

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935,

LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST

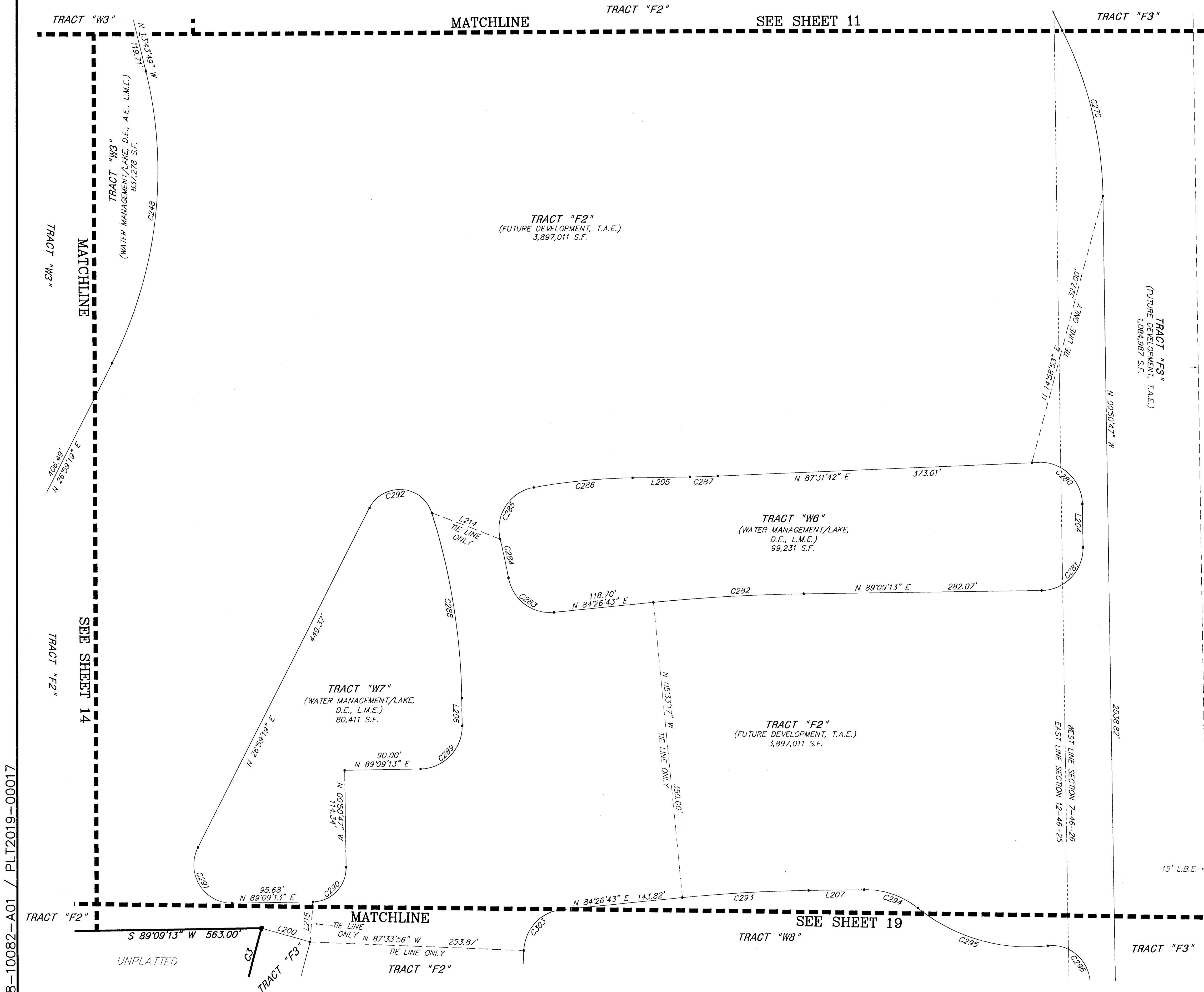
AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST

LEE COUNTY, FLORIDA

LINE TABLE (SHEET 15)		
LINE	LENGTH	BEARING
L200	60.00'	N 74°15'41" W
L204	51.41'	N 00°50'40" W
L205	67.88'	N 89°09'13" E
L206	33.03'	N 00°50'47" W
L207	65.87'	N 89°09'13" E
L214	87.15'	N 69°00'02" W
L215	47.31'	N 04°08'36" E

CURVE TABLE (SHEET 15)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C3	335.00'	20°59'28"	122.73'	122.05'	N 83°55'19" E
C248	500.00'	40°43'08"	355.34'	347.91'	N 06°37'45" E
C270	450.00'	25°57'46"	203.91'	202.17'	N 13°49'40" W
C280	50.00'	93°22'20"	81.48'	72.76'	N 47°31'50" W
C281	50.00'	89°59'53"	78.54'	70.71'	N 44°09'17" E
C282	2175.00'	4°42'30"	178.73'	178.68'	N 86°47'58" E
C283	50.00'	85°01'16"	74.19'	67.57'	N 53°02'39" W
C284	835.00'	3°12'31"	46.76'	46.75'	N 12°08'16" W
C285	50.00'	93°52'33"	81.92'	73.06'	N 33°11'45" E
C286	750.00'	9°01'12"	118.07'	117.95'	N 84°38'37" E
C287	1165.00'	1°37'31"	33.05'	33.05'	N 88°20'28" E
C288	765.00'	16°37'06"	221.88'	221.11'	N 09°09'20" W
C289	50.00'	90°00'00"	78.54'	70.71'	N 44°09'13" E
C290	40.00'	90°00'00"	62.83'	56.57'	N 44°09'13" E
C291	45.00'	117°50'03"	92.55'	77.08'	N 31°55'44" W
C292	40.00'	135°32'49"	94.63'	74.06'	N 85°14'17" W
C293	1825.00'	4°42'30"	149.97'	149.93'	N 86°47'58" E
C294	100.00'	39°16'05"	68.54'	67.20'	N 71°12'44" W
C295	210.00'	44°53'39"	164.55'	160.37'	N 74°01'32" W
C296	45.00'	95°37'35"	75.10'	66.69'	N 48°39'34" W
C303	50.00'	82°18'41"	71.83'	65.81'	N 43°17'23" E

THIS INSTRUMENT PREPARED BY:
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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



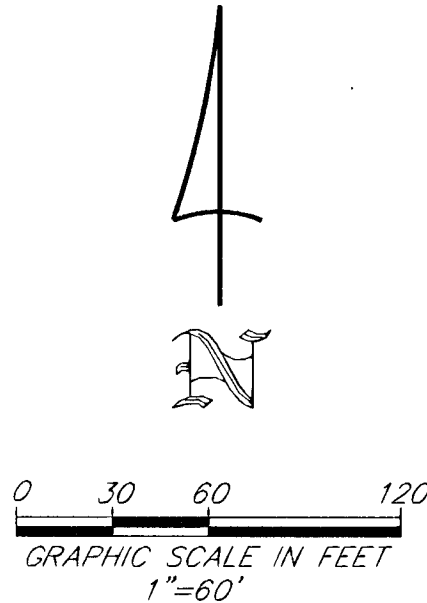
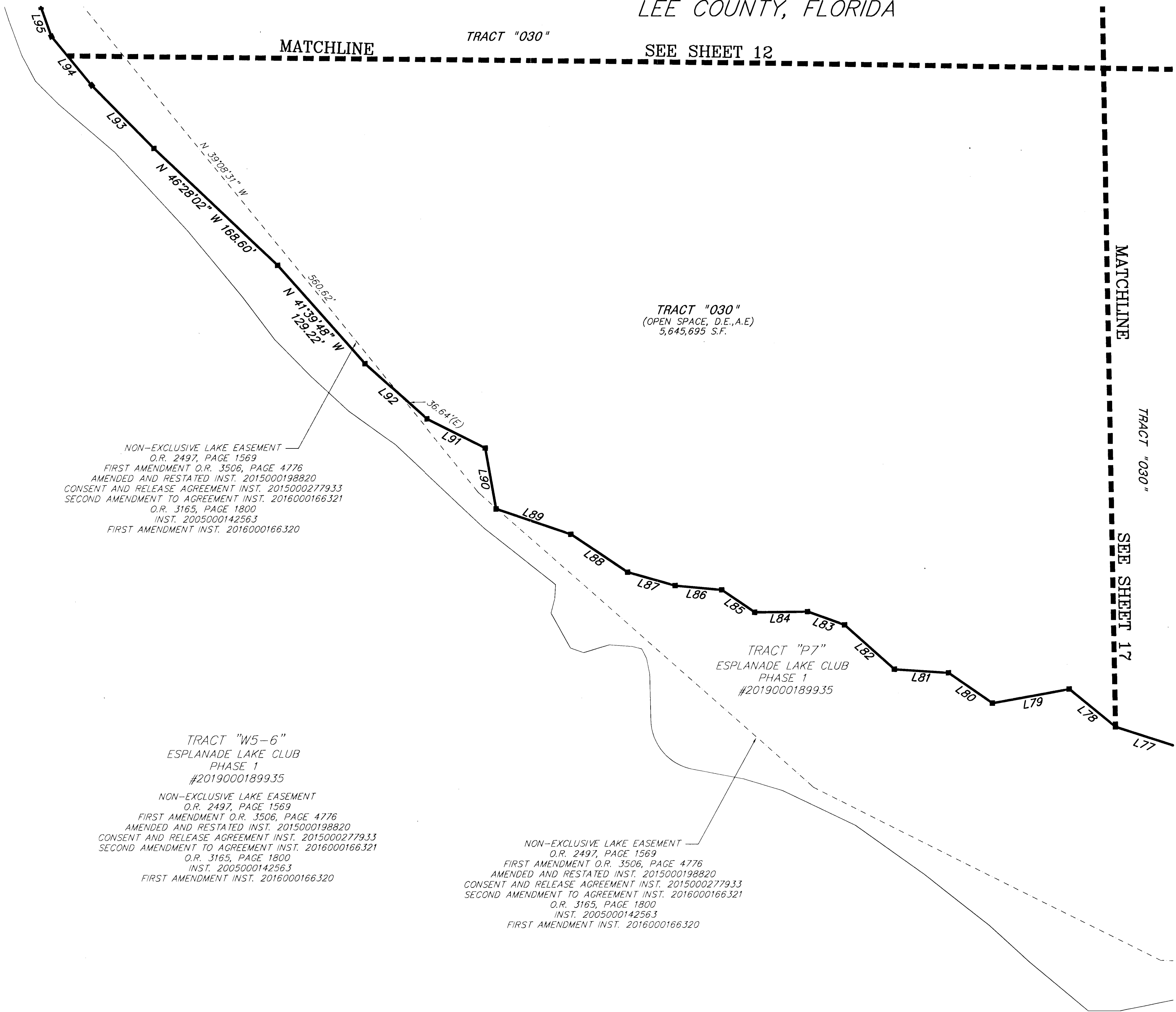
DOS2018-10082-A01 / PLI2019-00017

Esplanade Lake Club Phase 2

INSTRUMENT# 2020000075347

SHEET 16 OF 21

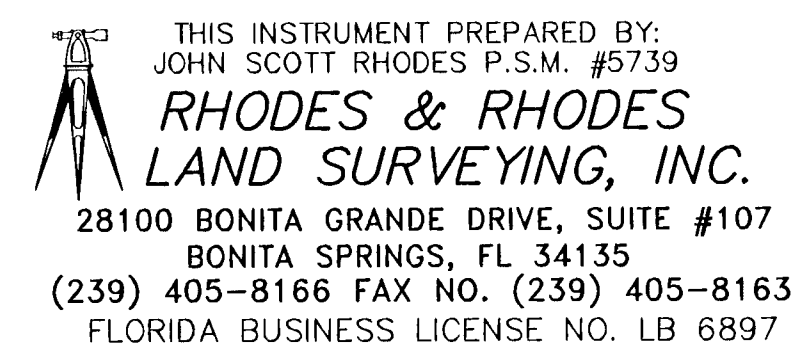
A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



LINE TABLE (SHEET 16)		
LINE	LENGTH	BEARING
L77	65.70'	N 72°25'49" W
L78	58.97'	N 50°53'14" W
L79	77.17'	S 79°37'53" W
L80	52.49'	N 55°29'35" W
L81	53.49'	N 86°25'10" W
L82	65.53'	N 48°32'52" W
L83	38.84'	N 70°34'35" W
L84	52.21'	S 89°15'11" W
L85	39.18'	N 55°50'42" W
L86	46.22'	N 84°43'14" W
L87	48.74'	N 74°11'36" W
L88	67.34'	N 56°13'19" W
L89	78.18'	N 71°07'34" W
L90	60.52'	N 10°12'48" W
L91	64.58'	N 63°36'38" W
L92	81.74'	N 48°26'35" W
L93	87.67'	N 44°34'01" W
L94	62.54'	N 39°29'15" W
L95	30.91'	N 19°32'22" W

DOS2018-10082-A01 / PLT2019-00017

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SHEET 19 OF 21



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GRAPHIC SCALE IN FEET
1"=60'

Esplanade Lake Club Phase 2

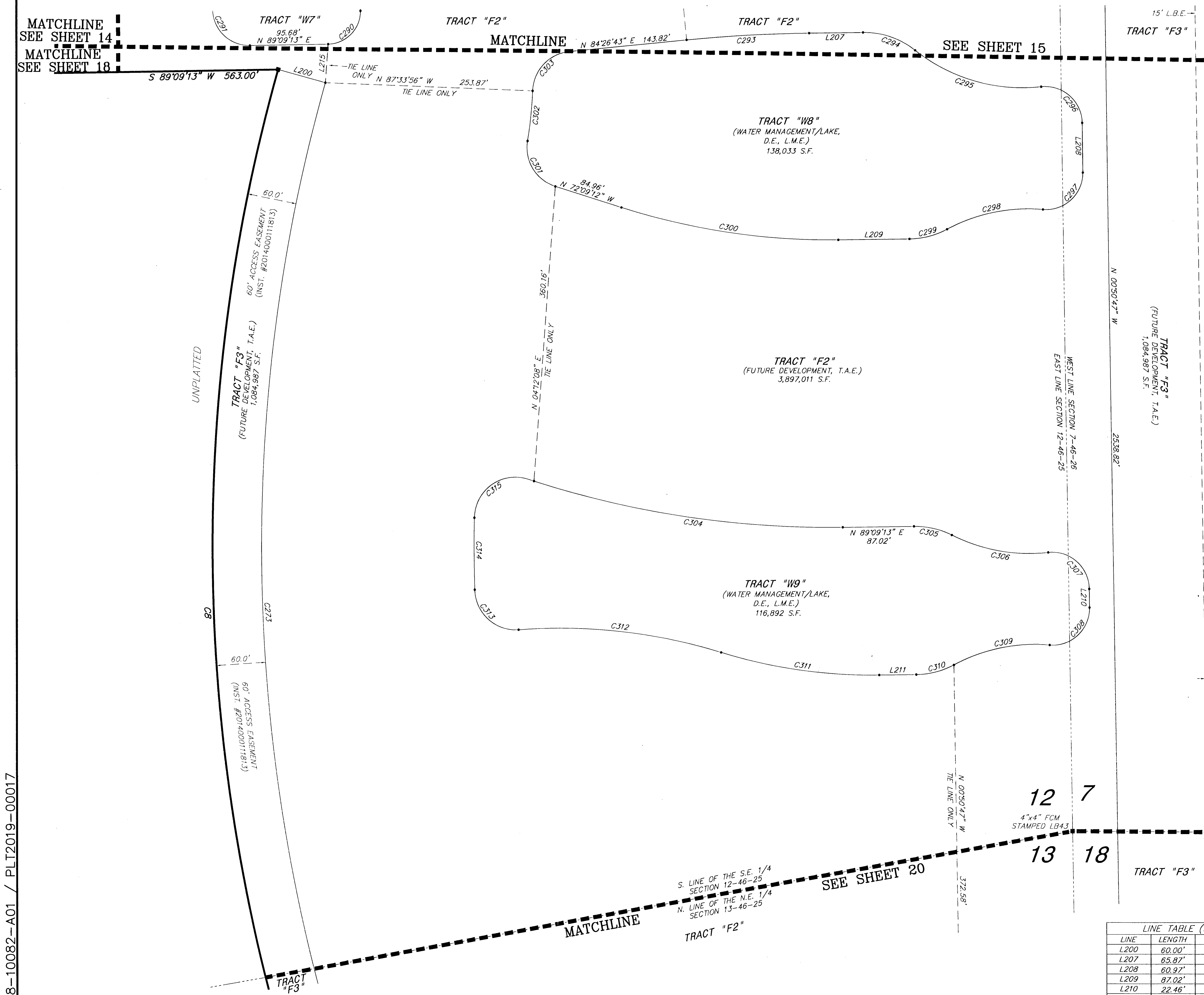
A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935,

LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

CURVE TABLE (SHEET 19)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C8	2150.00'	35°48'07"	1343.46'	1321.71'	N 02°09'45" W
C273	2090.00'	35°48'07"	1305.96'	1284.82'	N 02°09'45" W
C290	40.00'	90°00'00"	62.83'	56.57'	N 44°09'13" E
C291	45.00'	117°50'05"	92.55'	77.08'	N 31°55'44" W
C293	1825.00'	44°2'30"	149.97'	149.93'	N 86°47'58" E
C294	100.00'	39°16'05"	68.54'	67.20'	N 71°12'44" W
C295	210.00'	44°53'39"	164.55'	160.37'	N 74°01'32" W
C296	45.00'	95°37'35"	75.10'	66.69'	N 48°39'34" W
C297	45.00'	95°37'35"	75.10'	66.69'	N 46°58'01" E
C298	210.00'	33°06'56"	121.38'	119.69'	N 78°13'20" E
C299	100.00'	27°29'22"	47.98'	47.52'	N 75°24'32" E
C300	825.00'	18°41'35"	269.16'	267.97'	N 81°29'59" W
C301	50.00'	81°34'54"	71.19'	65.33'	N 31°21'45" W
C302	485.00'	7°17'40"	61.75'	61.70'	N 05°46'52" E
C303	50.00'	82°18'41"	71.83'	65.81'	N 43°17'23" E
C304	1175.00'	18°41'35"	383.35'	381.65'	N 81°29'59" W
C305	100.00'	27°29'22"	47.98'	47.52'	N 77°06'06" W
C306	210.00'	33°06'56"	121.38'	119.69'	N 79°54'53" W
C307	45.00'	95°37'35"	75.10'	66.69'	N 48°39'34" W
C308	45.00'	95°37'35"	75.10'	66.69'	N 46°58'01" E
C309	210.00'	33°06'56"	121.38'	119.69'	N 78°13'20" E
C310	100.00'	27°29'22"	47.98'	47.52'	N 75°24'32" E
C311	625.00'	17°57'51"	195.96'	195.16'	N 81°51'51" W
C312	675.00'	21°16'57"	250.73'	249.29'	N 83°31'24" W
C313	50.00'	92°32'30"	80.76'	72.26'	N 47°53'38" W
C314	1830.00'	2°44'18"	87.47'	87.46'	N 00°15'14" W
C315	50.00'	106°43'52"	93.14'	80.25'	N 54°28'52" E

LINE TABLE (SHEET 19)		
LINE	LENGTH	BEARING
L200	60.00'	N 74°15'41" W
L207	65.87'	N 89°09'13" E
L208	60.97'	N 00°50'47" W
L209	87.02'	N 89°09'13" E
L210	22.46'	N 00°50'47" W
L211	45.29'	N 89°09'13" E
L215	47.31'	N 04°08'36" E

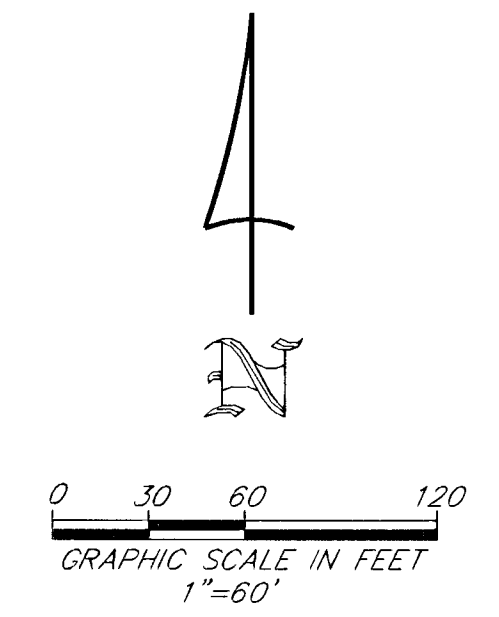
THIS INSTRUMENT PREPARED BY:
JOHN SCOTT RHODES P.S.M. #5739
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28100 BONITA GRANDE DRIVE, SUITE #107
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(239) 405-8166 FAX NO. (239) 405-8163
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INSTRUMENT# 2020 000075347

SHEET 20 OF 21

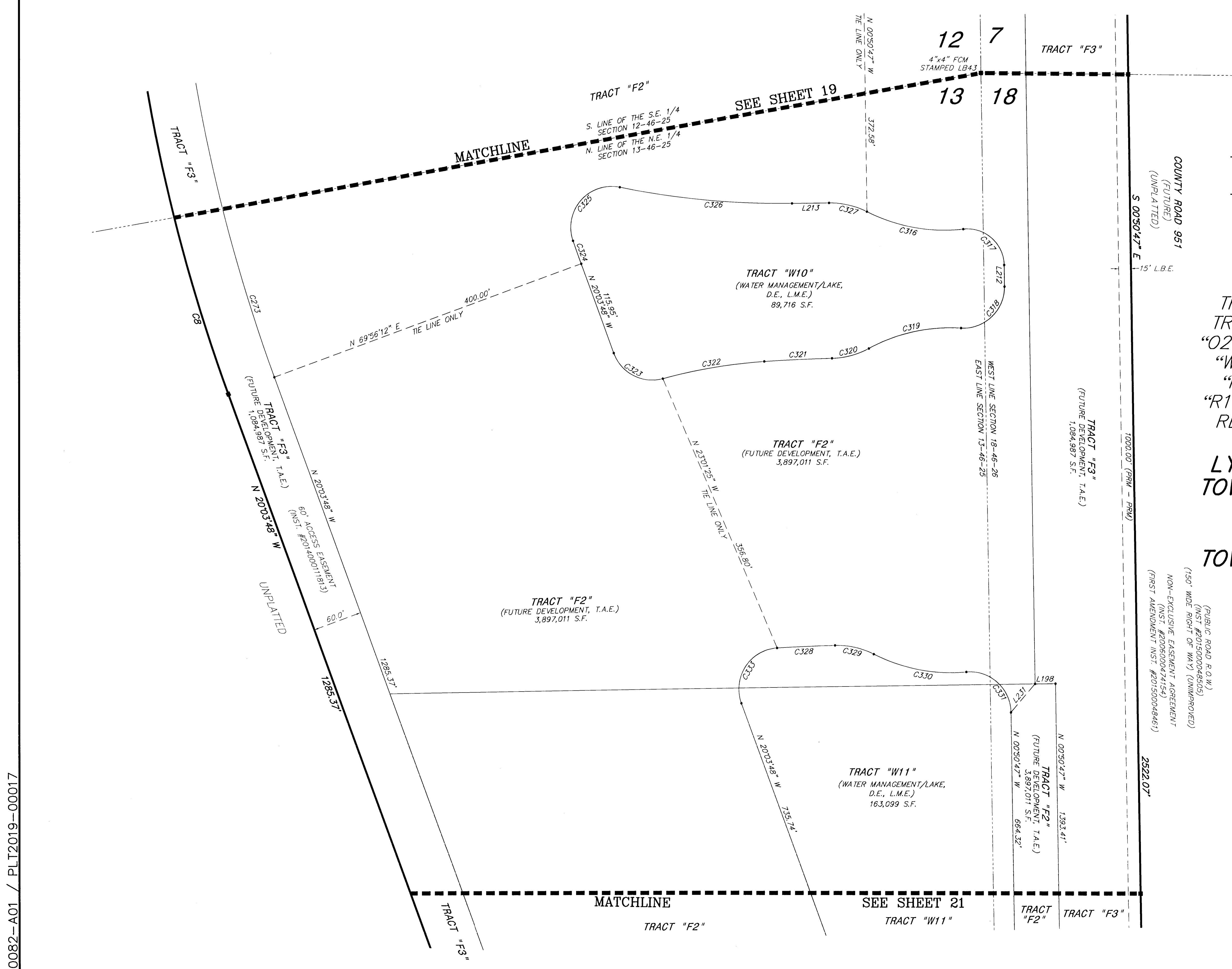


Esplanade Lake Club Phase 2

A REPLAT OF ALL OF LOTS 106 THROUGH 193 (INCLUSIVE), ALL OF TRACTS "016", "017", "018", "023", "026", "027", "029", "030", "WM-3A", "W5-6A", "W5-6B", "W13-1", "F1", "F2", "F3", "A2", "A3", "P9" AND "R1", ESPLANADE LAKE CLUB PHASE 1, RECORDED AS INSTRUMENT NUMBER 2019000189935, LYING IN SECTIONS 12 AND 13, TOWNSHIP 46 SOUTH, RANGE 25 EAST AND SECTIONS 7 AND 18, TOWNSHIP 46 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

LINE TABLE (SHEET 20)		
LINE	LENGTH	BEARING
L198	25.00'	N 89°09'13" E
L212	26.65'	N 00°50'47" W
L213	45.29'	N 89°09'13" E
L231	45.52'	N 40°23'07" E

CURVE TABLE (SHEET 20)					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C8	2150.00'	35°48'07"	1343.46'	1321.71'	N 02°09'45" W
C273	2090.00'	35°48'07"	1305.96'	1284.82'	N 02°09'45" W
C316	210.00'	33°06'56"	121.38'	119.69'	N 79°54'53" W
C317	45.00'	95°37'35"	75.10'	66.69'	N 48°39'34" W
C318	50.00'	94°24'42"	82.39'	73.38'	N 46°21'34" E
C319	210.00'	31°56'10"	117.05'	115.54'	N 77°35'50" E
C320	100.00'	26°58'40"	47.09'	46.65'	N 75°07'06" E
C321	1825.00'	2°36'08"	82.89'	82.88'	N 87°18'22" E
C322	650.00'	11°06'55"	126.10'	125.90'	N 80°26'50" E
C323	50.00'	85°02'50"	74.22'	67.59'	N 62°35'13" W
C324	1690.00'	1°01'10"	30.07'	30.07'	N 19°33'14" W
C325	50.00'	120°39'07"	105.29'	86.89'	N 41°16'55" E
C326	975.00'	12°27'16"	211.93'	211.52'	N 84°37'09" W
C327	100.00'	27°29'22"	47.98'	47.52'	N 77°06'06" W
C328	1825.00'	2°13'44"	70.99'	70.99'	N 87°26'22" E
C329	100.00'	28°03'00"	48.96'	48.47'	N 77°25'11" W
C330	210.00'	31°51'48"	116.79'	115.29'	N 79°19'35" W
C331	50.00'	94°24'42"	82.39'	73.38'	N 48°03'08" W
C333	50.00'	106°23'24"	92.84'	80.07'	N 33°07'54" E



THIS INSTRUMENT PREPARED BY:
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FLORIDA BUSINESS LICENSE NO. LB 6897

DOS2018-10082-A01 / PLT2019-00017

RESOLUTION 2020-21

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT APPROVING THE CONVEYANCE OF CERTAIN REPLATTED PROPERTY TO TAYLOR MORRISON OF FLORIDA, INC.; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, Esplanade Lake Club Community Development District (“District”), is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* (“Act”), being situated in Lee County, Florida (“County”); and

WHEREAS, pursuant to the Act, the District is authorized to construct, install, operate and/or maintain systems and facilities for certain public infrastructure; and

WHEREAS, the District presently owns certain real property within the District’s boundaries, specifically Tracts W13-1, W5-6A, W5-6B and WM 3A (Water Management), identified in the plat known as Esplanade Lake Club, Phase 1, recorded in the Official Records of Lee County, Florida as Instrument No. 2019000189935; and

WHEREAS, the Property was recently re-platted in the plat known as Esplanade Lake Club Phase 2, recorded in Official Records of Lee County, Florida as Instrument No. 2020000075347 (“Re-Plat”) (an overlay of the re-platted tracts is attached hereto as **Exhibit A**); and

WHEREAS, in connection with the Re-plat, and as identified in more detail on **Exhibit A**, certain portions of the Property were designated as lots (“Lot Property”); and

WHEREAS, the Lot Property was originally intended to be utilized for the construction of stormwater management improvements; and

WHEREAS, the District did not utilize the proceeds of any issuance of bonds or other indebtedness to acquire the Lot Property nor are there any District improvements or facilities located on the Lot Property, as certified by the *Certificate of District Engineer* attached hereto as **Exhibit B**; and

WHEREAS, due to changes in the plan of development for the lands within the District, there is no longer a need for the Lot Property to be utilized as stormwater management improvements, and the Lot Property is now desired to be utilized by the developer, Taylor Morrison of Florida, Inc. (“Developer”); and

WHEREAS, the Board of Supervisors of the District (“Board”) accordingly desires to authorize the conveyance of the Lot Property to the Developer for such purposes.

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

SECTION 1. RECITALS. The recitals so stated above are true and correct and by this reference are incorporated into and form a material part of this Resolution.

SECTION 2. APPROVAL OF CONVEYANCE OF THE LOT PROPERTY. The District hereby authorizes the conveyance of the Lot Property to the Developer at no cost for the purposes of development thereon and further approves the form of the quit claim deed attached hereto as **Exhibit C.**

SECTION 3. SEVERABILITY. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

SECTION 4. EFFECTIVE DATE. This Resolution shall become effective upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED, this ____ day of _____, 2020.

ATTEST:

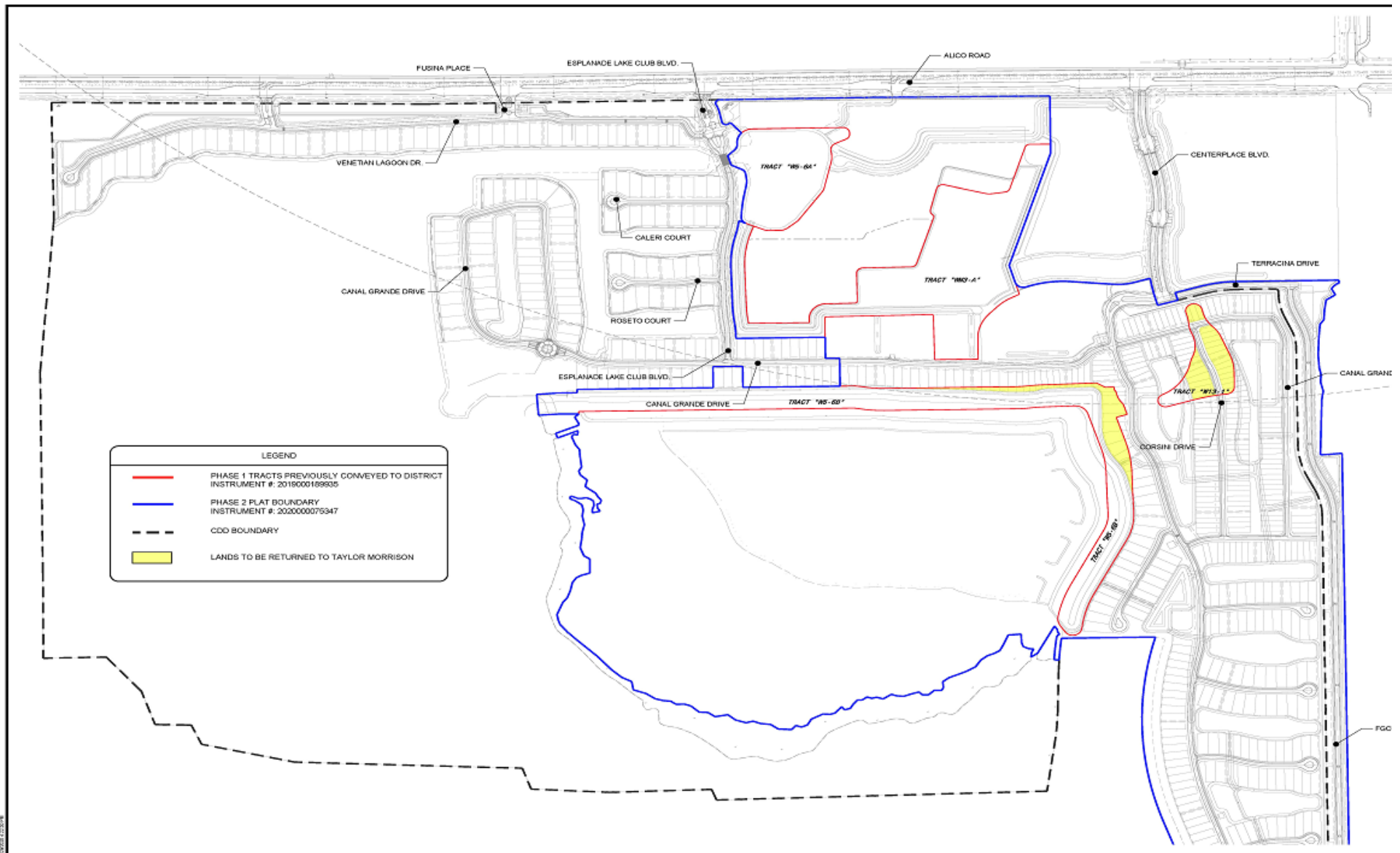
**ESPLANADE LAKE CLUB COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Chairman, Board of Supervisors

Exhibit A: Re-Plat Overlay
Exhibit B: Certificate of District Engineer
Exhibit C: Form of Deed

Exhibit A: Re-Plat Overlay



ESPLANADE LAKE CLUB CDD MAP WAS LOCATED IN CADD FILE ESPLANADE-25-108-001-001.dwg
 10/2/2023 10:22:19 AM

Exhibit B:
Certificate of District Engineer

**ENGINEER CERTIFICATE FOR CONVEYANCE OF PROPERTY TO DEVELOPER
ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT**

_____, 2020

Board of Supervisors
Esplanade Lake Club Community Development District

Re: Engineer Certificate for Conveyance of Property to Developer

Ladies and Gentlemen:

The undersigned, a representative of Waldrop Engineering, P.A. ("**Consulting Engineer**"), as engineer for the Esplanade Lake Club Community Development District ("**District**"), hereby makes the following certifications in connection with the District's conveyance of re-platted property to Taylor Morrison of Florida, Inc. ("**Developer**"). For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

- 1) The District presently owns certain real property within the District's boundaries, specifically Tracts W13-1, W5-6A, W5-6B and WM 3A (Water Management), identified in the plat known as Esplanade Lake Club, Phase 1, recorded in the Official Records of Lee County, Florida as Instrument No. 2019000189935.
- 2) The Property was recently re-platted in the plat known as Esplanade Lake Club Phase 2, recorded in Official Records of Lee County, Florida as Instrument No. 2020000075347 ("Re-Plat") (an overlay of the re-platted tracts is attached hereto as **Exhibit A**).
- 3) In connection with the Re-plat, and as identified in more detail on **Exhibit A**, certain portions of the Property were designated as lots ("Lot Property"); and
- 4) Waldrop Engineering, P.A., has inspected the Lot Property, as well as the *Bill of Sale and Limited Assignment* dated December 18, 2019, from the Developer to the District.
- 5) The District did not utilize the proceeds of any issuance of bonds or other indebtedness to acquire the Lot Property nor are there any District improvements or facilities located on the Lot Property. Furthermore, the

District's conveyance of the Lot Property to the Developer will not adversely impact the District's ability to operate and maintain any District improvements or facilities.

5) With this document, I hereby certify that it is appropriate at this time to convey the Lot Property to the Developer for ownership and maintenance responsibilities.

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 _____ day of _____, 2020.

Jeremy L. Fireline, P.E.
Waldrop Engineering, P.A.
Florida Registration No. _____
Consulting Engineer

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this _____ day of _____, 2020, by _____, as _____ of _____ who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit C:
Form of Deed

**THIS INSTRUMENT PREPARED BY
AND SHOULD BE RETURNED TO:**

Johanna P. Wood, Esq.
Gray Robinson, P.A.
401 E. Jackson Street, Suite 2700
Tampa, Florida 33602
(813) 273-5000

For Recording Purposes Only

NOTE TO RECORDER: Minimum documentary stamp taxes in the amount of \$0.70 are being paid in connection with this Deed as required pursuant to Section 201.02, Florida Statutes.

Parcel ID. No. _____

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, made and entered into as of the _____ day of February, 2020, by **ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes (hereinafter referred to as "Grantor"), to **TAYLOR MORRISON OF FLORIDA, INC.**, a Florida corporation, with an address of 28100 Bonita Grand Drive Suite 203 Bonita Springs, FL 34135 (hereinafter referred to as "Grantee").

W I T N E S S E T H:

That Grantor for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby remises, releases and quitclaims unto Grantee all of the estate, right, title, lien, equity, interest, claim and demand which Grantor may have in and to the land situate in Lee County, Florida, more particularly described on Exhibit "A" attached hereto and made a part hereof, together with all improvements which are located on, across or under the land and together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining, including, but not limited to, any easement rights in the land.

[Remainder of Page is Intentionally Blank.]

IN WITNESS WHEREOF, Grantor has executed this Quit Claim Deed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

GRANTOR:

**ESPLANADE LAKE CLUB COMMUNITY
DEVELOPMENT DISTRICT**, a local unit of special-
purpose government established pursuant to Chapter 190,
Florida Statutes

Print Name:_____

By: _____

Print Name: _____

Its: _____

Print Name:_____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged by me by means of ☐ physical presence or ☐ online notarization, this ____ day of _____, 2020, by _____, the _____ of **ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes on behalf of such community development district. Such person ☐ is personally known to me or ☐ has produced _____ as identification.

Signature of Notary Public
(Print Notary Name)_____

Exhibit "A"

Land

All right, title and interest, if any, in and to any of the Lots set forth on the plat of ESPLANADE LAKE CLUB PHASE 2, recorded in Official Records Instrument No. 2020000075437, public records of Lee County, Florida.

RESOLUTION 2020-22

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT CONFIRMING AND APPROVING THE ACTIONS OF THE CHAIRMAN AND DISTRICT STAFF REGARDING THE ACQUISITION OF CERTAIN ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS; AND ADDRESSING SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Esplanade Lake Club Community Development District ("**District**") is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes* ("**Act**"); and

WHEREAS, the Act authorizes the District to construct, acquire, operate and maintain public infrastructure improvements; and

WHEREAS, the District has adopted an improvement plan for the planning, design, acquisition, construction, and installation of certain infrastructure improvements, facilities and services within and without the boundaries of the District and specifically relating to the area known as Esplanade Lake Club Phase 1, which plan is detailed in the *Master Engineer's Report*, dated April 2019, as supplemented by the *Supplemental Engineer's Report*, dated November 13, 2019 ("**Capital Improvement Program**"); and

WHEREAS, the District has authorized an *Acquisition Agreement* and *First Amendment to the Acquisition Agreement* with Taylor Morrison of Florida, Inc. ("**Developer**") which sets forth the process by which the District may acquire the improvements comprising the Capital Improvement Program; and

WHEREAS, the Developer has advanced, funded, commenced and completed certain Phase 1 Remaining Improvements located within the plat known as Esplanade Lake Club, Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935 and the replat known as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347 ("**Improvements**"); and

WHEREAS, the District desires to confirm and approve all actions of the District Chairman and District Staff regarding the acquisition of the Improvements.

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

SECTION 1. The acquisition of the Improvements, the execution of documents relating to such acquisition of the Improvements, and all actions taken in the furtherance of the acquisition of the Improvements, are hereby declared and affirmed as being in the best interests of the District and are hereby approved and confirmed by the Board.

SECTION 2. If any provision of this Resolution is held to be illegal or invalid, the other provisions shall remain in full force and effect.

PASSED AND ADOPTED this 12 day of August, 2020.

ATTEST:

**ESPLANADE LAKE CLUB COMMUNITY
DEVELOPMENT DISTRICT**

Secretary

Charles Cook, Chairman

Exhibit A: Esplanade Lake Club Phase 1 Remaining Improvements Acquisition Package

ESPLANADE LAKE CLUB COMMUNITY DEVELOPMENT DISTRICT

JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334

TO: Jim Ward

FROM: Wes Haber and Katie Ibarra

RE: Summary of Acquisition of Phase 1 Remaining Improvements

DATE: May 27, 2020

SUMMARY NOTE FOR AUDITOR:

At this time, the Esplanade Lake Club Community Development District ("**District**") is acquiring certain stormwater, roadway, excavation/lake bank stabilization and exterior landscape and hardscape improvements and work product ("**Acquired Improvements & Work Product**") located in Phase 1 from the Developer pursuant to the *Acquisition Agreement* between the District and the Developer, dated October 14, 2019, and the *First Amendment to Acquisition Agreement*, dated December 20, 2019. Real estate rights for the conveyance exist by virtue of quit claim deeds and perpetual access easements in favor of the District.

For this acquisition, the District has agreed to pay **\$4,084,021.90** in total, provided however that a portion of that amount is balance owed and retainage and has not yet been paid by the Developer. Accordingly, the District will pay **\$3,436,988.96** now, and the additional **\$647,032.94** upon additional proof of payment by the Developer to the Contractor for that amount.

Note that the **\$4,084,021.90** worth of Acquired Improvements & Work Product was constructed or prepared pursuant to contracts with the Developer, but the Acquired Improvements & Work Product are only a portion of a larger contracts which involves additional improvements within and without the District's boundaries. The District Engineer has identified and certified that the District is paying the correct amount for the work.

[CONTINUED ON FOLLOWING PAGE]

KEY FACTS INCLUDED WITH THE ACQUISITION PACKAGE ARE IDENTIFIED BELOW:

Improvements Being Acquired Under This Acquisition: stormwater, roadway, excavation/lake bank stabilization and exterior landscape and hardscape improvements and work product.

Description of Current Requested Acquisition:

Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, curb inlets, pipe culverts, pipe end treatments, control structures, yard drains, and appurtenances, as well as all catch-basins and related stormwater facilities, located within or upon those certain portions of Tract R1 (Private Road Right-Of-Way, designated as Canal Grande Drive and Terracina Drive West), Tracts W3 and W4 (Water Management/Lake, Drainage Easements, Lake Maintenance Easements, Access Easements), and Tract F2 (Future Development Tract/Temporary Access Easement), and certain portions of the drainage easements identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1G & 1N of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Haleakala Construction, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 29, 2015	\$508,697.24	\$36,324.67	\$545,021.91
TOTAL:	\$508,697.24	\$36,324.67	\$545,021.91

Excavation/Lake Bank Stabilization - Lake excavation for stormwater management ponds only to the portion from control elevation to the depth of 10 feet which is required to meet water quality criteria set forth by the South Florida Water Management District and the required lake bank stabilization to construct said improvements, located within or upon portions of Tracts W5-6, W11-2A, W5-6B, and W12-2 (Water Management, Lake, Drainage Easements, Lake Maintenance Easements) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1J of the Lee County Approved Development Order, along with Tracts W2, W3, W5, W6, W7, W8, W9, W10, and W11 (Water Management/Lake, Lake, Drainage Easements, Lake Maintenance Easements, Access Easements) identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1J, 1N, and 1Q of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$1,185,733.56	\$136,907.79	\$1,322,641.35
Contractor: Sandhill Environmental Services, LLC Contract: <i>Master Small Scope of Work Agreement</i> , dated March 10, 2014	\$168,323.00	\$10,973.70	\$179,296.70
TOTAL:	\$1,354,056.56	\$147,881.49	\$1,501,938.05

Exterior Landscape and Hardscape Improvements – Those certain landscape and hardscape and associated infrastructure to support to the landscape and hardscape improvements for the purposes of sound abatement located within or upon portions of Tracts W11-1A, W11-1B, W11-1C (Water Management/Lake, Drainage Easements, Lake Maintenance Easements), Tracts O4, O5, O6, O7, O8, O9, O23 (Open Space, Drainage Easements),

Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) and certain portions of the Landscape Buffer Easements identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1M of the Lee County Approved Development Order).

	Paid to Date	Left to Be Paid	Total
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$285,745.00	\$0.00	\$285,745.00
TOTAL:	\$285,745.00	\$0.00	\$285,745.00

Offsite Roadway Improvements – Roads, pavement, curbing, and other physical improvements in the right-of-way within or upon that certain portion of Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phase 1B of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$137,729.90	\$49,685.00	\$187,414.90
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$193,059.75	\$0.00	\$193,059.75
Contractor: Waltbillig and Hood General Contractors LLC Contract: <i>Master Land Development Services Agreement</i> , dated October 3, 2016	\$83,432.00	\$19,361.00	\$102,793.00
TOTAL:	\$414,221.65	\$69,046.00	\$483,267.65

Environmental Preservation & Mitigation - All conducted annual monitoring, observations, surveys, exotic vegetation removal and maintenance located within or upon those certain portions of Tracts P1, P2, P3, and P5, identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Passarella and Associates, Inc. Contract: <i>Master Agreement for Professional Services</i> , dated November 3, 2011	\$23,153.93	\$22,884.00	\$46,037.93
Contractor: Woods and Wetlands, Inc. Contract: <i>Master Small Scope of Work Agreement</i> , dated March 16, 2015	\$29,690.31	\$0.00	\$29,690.31
Contractor: Turrell, Hall & Associates, Inc.	\$842.59	\$0.00	\$842.59
TOTAL:	\$53,686.83	\$22,884.00	\$76,570.83

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or

applicable to or in any way connected with the development, construction, and ownership of the Phase 1 Remaining Improvements.

Professional	Paid to Date	Left to Be Paid	Total
Professional: Waldrop Engineering, P.A. Contract: <i>Master Professional Services Agreement</i> , dated October 20, 2011	\$922,041.16	\$79,585.68	\$1,001,626.84
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$312,097.50	\$224,437.50	\$536,535.00
Contractor: Haleakala Construction, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 29, 2015	\$24,666.13	\$59,506.60	\$84,172.73
Professional: Rhodes & Rhodes Land Surveying, Inc. Contract: <i>Master Professional Services Agreement</i> , dated November 17, 2011	\$56,258.00	\$7,367.00	\$63,625.00
Previously Claimed	-\$494,481.11		-\$494,481.11
TOTAL:	\$820,581.68	\$370,896.78	\$1,191,478.46

GRAND TOTAL OF IMPROVEMENTS AND WORK PRODUCT: \$4,084,021.90

Location of Improvements: Esplanade Lake Club, Phase 1 & Phase 2

Tracts W5-6, W11-2A, W5-6B, W11-1A, W11-1B, W11-1C and W12-2 (Water Management, Lake, Drainage Easements, Lake Maintenance Easements), Tracts O4, O5, O6, O7, O8, O9, O23 (Open Space, Drainage Easements), Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard), Tracts P1, P2, P3, and P5 (Preserves), and certain portions of the Landscape Buffer Easements identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935.

Tract R1 (Private Road Right-Of-Way, designated as Canal Grande Drive and Terracina Drive West), Tracts W2, W3, W4, W5, W6, W7, W8, W9, W10, and W11 (Water Management/Lake, Drainage Easements, Lake Maintenance Easements, Access Easements), and Tract F2 (Future Development Tract/Temporary Access Easement), and certain portions of the drainage easements identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347.

Balance Owed:

The balance owed in the below descriptions will be paid to Developer at a future date upon submission of a further *Affidavit of Costs Paid by Developer* confirming the payment of the balance owed to Contractor.

Contractor/Professional	Paid to Date	Left to Be Paid	Total
Contractor: Haleakala Construction, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 29, 2015	\$508,697.24	\$36,324.67	\$545,021.91
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$1,185,733.56	\$136,907.79	\$1,322,641.35
Contractor: Sandhill Environmental Services, LLC Contract: <i>Master Small Scope of Work Agreement</i> , dated March 10, 2014	\$168,323.00	\$10,973.70	\$179,296.70
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$285,745.00	\$0.00	\$285,745.00
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$137,729.90	\$49,685.00	\$187,414.90
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$193,059.75	\$0.00	\$193,059.75
Contractor: Waltbillig and Hood General Contractors LLC Contract: <i>Master Land Development Services Agreement</i> , dated October 3, 2016	\$83,432.00	\$19,361.00	\$102,793.00
Contractor: Passarella and Associates, Inc. Contract: <i>Master Agreement for Professional Services</i> , dated November 3, 2011	\$23,153.93	\$22,884.00	\$46,037.93
Contractor: Woods and Wetlands, Inc. Contract: <i>Master Small Scope of Work Agreement</i> , dated March 16, 2015	\$29,690.31	\$0.00	\$29,690.31
Contractor: Turrell, Hall & Associates, Inc.	\$842.59	\$0.00	\$842.59
Professional: Waldrop Engineering, P.A. Contract: <i>Master Professional Services Agreement</i> , dated October 20, 2011	\$922,041.16	\$79,585.68	\$1,001,626.84
Contractor: RyanGolf Corporation	\$312,097.50	\$224,437.50	\$536,535.00

Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012			
Contractor: Haleakala Construction, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 29, 2015	\$24,666.13	\$59,506.60	\$84,172.73
Professional: Rhodes & Rhodes Land Surveying, Inc. Contract: <i>Master Professional Services Agreement</i> , dated November 17, 2011	\$56,258.00	\$7,367.00	\$63,625.00
Previously Claimed	(\$494,481.11)		(\$494,481.11)

TOTALS: **\$3,436,988.96** **\$647,032.94** **\$4,084,021.90**

Authorization for Acquisition:

Acquisition Agreement between the District and the Developer, dated October 14, 2019, and the *First Amendment to Acquisition Agreement*, dated December 20, 2019

5. **ACQUISITIONS AND BOND PROCEEDS.** The District may in the future, and in its sole discretion, elect to issue Bonds that may be used to finance portions of work acquired hereunder. In the event that the District issues the Bonds and has bond proceeds available to pay for any portion of the 2019 Project acquired by the District, and subject to the terms of the applicable documents relating to the Bonds, then the District shall promptly make payment for any such acquired Work Product, Improvements or Real Property pursuant to the terms of this Agreement; provided, however, that no such obligation shall exist where the Developer is in default on the payment of any debt service assessments due on any property owned by the Developer, or, further, in the event the District's bond counsel determines that any such acquisitions are not properly compensable for any reason, including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to make payment for such acquisitions. Interest shall not accrue on any amounts owed for any prior acquisitions. In the event the District does not or cannot issue sufficient bonds within five (5) years from the date of this Agreement to pay for all acquisitions hereunder, and, thus does not make payment to the Developer for any unfunded acquisitions, then the parties agree that the District shall have no payment or reimbursement obligation whatsoever for those unfunded acquisitions. The Developer acknowledges that the District may convey some or all of the Work Product and/or Improvements in the Engineer's Report to a general purpose unit of local government (e.g., the County) and consents to the District's conveyance of such Work Product and/or Improvements prior to any payment being made by the District.

Esplanade Lake Club Community Development District
c/o James P. Ward, District Manager
JP Ward & Associates, LLC
2900 Northeast 12th Terrace, Suite 1
Oakland Park, Florida 33334

Re: Letter Agreement for Acquisition of Public Infrastructure Improvements
Esplanade Lake Club Phase 1 Remaining Improvements

Dear Jim,

Pursuant to the *Acquisition Agreement* between the District and the Developer, dated October 14, 2019, and the *First Amendment to Acquisition Agreement*, dated December 20, 2019 (together, "**Acquisition Agreement**"), you are hereby notified that Taylor Morrison of Florida, Inc. ("**Developer**"), has completed and wishes to sell ("**Sale**") to the Esplanade Lake Club Community Development District ("**District**") certain "**Improvements**" and "**Work Product**" as described in **Exhibit A** attached hereto. Subject to the terms of the Acquisition Agreement, the following terms govern the proposed Sale:

- As consideration for the Sale, and subject to the terms of the Acquisition Agreement, the District agrees to pay and/or previously paid from bond proceeds the amount of **\$4,084,021.90** which represents the actual cost of constructing and/or creating the Improvements and Work Product¹.
- The Developer agrees, at the direction of the District, to assist with the transfer of any permits or similar approvals necessary for the operation of the Improvements.
- Notwithstanding anything to the contrary herein, certain amounts may still be owed to contractors (balance to finish & retainage) and Developer agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the Improvements and Work Product and/or in connection with the Improvements and Work Product.

[CONTINUED ON FOLLOWING PAGE]

¹ As of May 27, 2020, the Developer has paid **\$3,436,988.96** to the Contractors for the Improvements. This amount will be immediately processed by requisition and paid to Developer. The District will process the remaining **\$647,032.94** by requisition and pay the Developer once proof of payment for the remaining amount has been submitted to the District, subject to the terms of the Acquisition Agreement and the availability of funds.

If the District is in agreement with the terms stated herein, please execute this letter agreement in the space below and proceed with the necessary steps to effect the Sale.

Sincerely,

Agreed to by:
**ESPLANADE LAKE CLUB COMMUNITY
DEVELOPMENT DISTRICT**



Charles Cooke, Board of Supervisors

TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation

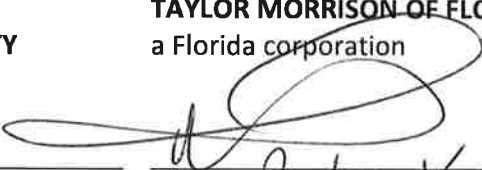

Name: Barbara Kinnaman
Title: V-P

Exhibit A
Description of Improvements and Work Product
(Esplanade Lake Club Phase 1 Remaining Improvements)

Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, curb inlets, pipe culverts, pipe end treatments, control structures, yard drains, and appurtenances, as well as all catch-basins and related stormwater facilities, located within or upon those certain portions of Tract R1 (Private Road Right-Of-Way, designated as Canal Grande Drive and Terracina Drive West), Tracts W3 and W4 (Water Management/Lake, Drainage Easements, Lake Maintenance Easements, Access Easements), and Tract F2 (Future Development Tract/Temporary Access Easement), and certain portions of the drainage easements identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1G & 1N of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Haleakala Construction, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 29, 2015	\$508,697.24	\$36,324.67	\$545,021.91
TOTAL:	\$508,697.24	\$36,324.67	\$545,021.91

Excavation/Lake Bank Stabilization - Lake excavation for stormwater management ponds only to the portion from control elevation to the depth of 10 feet which is required to meet water quality criteria set forth by the South Florida Water Management District and the required lake bank stabilization to construct said improvements, located within or upon portions of Tracts W5-6, W11-2A, W5-6B, and W12-2 (Water Management, Lake, Drainage Easements, Lake Maintenance Easements) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1J of the Lee County Approved Development Order, along with Tracts W2, W3, W5, W6, W7, W8, W9, W10, and W11 (Water Management/Lake, Lake, Drainage Easements, Lake Maintenance Easements, Access Easements) identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1J, 1N, and 1Q of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$1,185,733.56	\$136,907.79	\$1,322,641.35
Contractor: Sandhill Environmental Services, LLC Contract: <i>Master Small Scope of Work Agreement</i> , dated March 10, 2014	\$168,323.00	\$10,973.70	\$179,296.70
TOTAL:	\$1,354,056.56	\$147,881.49	\$1,501,938.05

Exterior Landscape and Hardscape Improvements – Those certain landscape and hardscape and associated infrastructure to support to the landscape and hardscape improvements for the purposes of sound abatement located within or upon portions of Tracts W11-1A, W11-1B, W11-1C (Water Management/Lake, Drainage Easements, Lake Maintenance Easements), Tracts O4, O5, O6, O7, O8, O9, O23 (Open Space, Drainage Easements), Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) and certain portions of the Landscape Buffer Easements identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1M of the Lee County Approved Development Order).

	Paid to Date	Left to Be Paid	Total
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$285,745.00	\$0.00	\$285,745.00
TOTAL:	\$285,745.00	\$0.00	\$285,745.00

Offsite Roadway Improvements – Roads, pavement, curbing, and other physical improvements in the right-of-way within or upon that certain portion of Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phase 1B of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$137,729.90	\$49,685.00	\$187,414.90
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$193,059.75	\$0.00	\$193,059.75
Contractor: Waltbillig and Hood General Contractors LLC Contract: <i>Master Land Development Services Agreement</i> , dated October 3, 2016	\$83,432.00	\$19,361.00	\$102,793.00
TOTAL:	\$414,221.65	\$69,046.00	\$483,267.65

Environmental Preservation & Mitigation - All conducted annual monitoring, observations, surveys, exotic vegetation removal and maintenance located within or upon those certain portions of Tracts P1, P2, P3, and P5, identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Passarella and Associates, Inc. Contract: <i>Master Agreement for Professional Services</i> , dated November 3, 2011	\$23,153.93	\$22,884.00	\$46,037.93
Contractor: Woods and Wetlands, Inc. Contract: <i>Master Small Scope of Work Agreement</i> , dated March 16, 2015	\$29,690.31	\$0.00	\$29,690.31
Contractor: Turrell, Hall & Associates, Inc.	\$842.59	\$0.00	\$842.59
TOTAL:	\$53,686.83	\$22,884.00	\$76,570.83

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Phase 1 Remaining Improvements.

Professional	Paid to Date	Left to Be Paid	Total
Professional: Waldrop Engineering, P.A. Contract: <i>Master Professional Services Agreement</i> , dated October 20, 2011	\$922,041.16	\$79,585.68	\$1,001,626.84
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$312,097.50	\$224,437.50	\$536,535.00
Contractor: Haleakala Construction, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 29, 2015	\$24,666.13	\$59,506.60	\$84,172.73
Professional: Rhodes & Rhodes Land Surveying, Inc. Contract: <i>Master Professional Services Agreement</i> , dated November 17, 2011	\$56,258.00	\$7,367.00	\$63,625.00
Previously Claimed	-\$494,481.11		-\$494,481.11
TOTAL:	\$820,581.68	\$370,896.78	\$1,191,478.46

GRAND TOTAL OF IMPROVEMENTS AND WORK PRODUCT: \$4,084,021.90

**AFFIDAVIT REGARDING COSTS PAID
ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS**

STATE OF _____
COUNTY OF _____

I, Barbara Kininmonth, of Taylor Morrison of Florida, Inc., a Florida corporation ("**Developer**"), 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 Barbara Kininmonth, and I am the Vice President of Developer. I have authority to make this Affidavit on behalf of Developer.
3. Developer is the developer of certain lands within the Esplanade Lake Club Community Development District, a special purpose unit of local government established pursuant to Chapter 190, *Florida Statutes* ("**District**").
4. The District's *Master Engineer's Report*, dated April 2019, as supplemented by the *Supplemental Engineer's Report*, dated November 13, 2019 ("**Engineer's Report**") describes certain public infrastructure improvements that the District intends to finance, fund, plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, or maintain pursuant to Chapter 190, *Florida Statutes*.
5. Developer has expended funds to develop and/or acquire certain "**Improvements**" and "**Work Product**" described in the Engineer's Report and more specifically described in **Exhibit A**. The attached **Exhibit A** accurately identifies certain of those Improvements and Work Product that have been completed to date and states the amounts that Developer has spent on those Improvements and Work Product. Notwithstanding anything to the contrary herein, certain amounts are still owed to contractors and Grantor agrees to timely make payment for all remaining amounts owed, and to ensure that no liens are placed on the property.
6. In making this Affidavit, I understand that the District intends to rely on this Affidavit for purposes of acquiring the Improvements and Work Product identified in **Exhibit A**.

[CONTINUED ON NEXT PAGE]

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

Executed this 8th day of June, 2020.

WITNESS

By: [Signature]
Name: CHARLES COOK

By: [Signature]
Name: Kath Norton

TAYLOR MORRISON OF FLORIDA, INC.

By: [Signature]
Name: [Signature]
Title: J-P

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 JUNE, 2020, by Rebecca Kinnaman as [Signature] of Taylor Morrison of Florida, Inc., who appeared before me this day in person, and who is either personally known to me, or produced [Signature] as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: REBEKAH NORTON
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A – Description of Improvements and Work Product



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

Exhibit A
Description of Improvements and Work Product
(Esplanade Lake Club Phase 1 Remaining Improvements)

Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, curb inlets, pipe culverts, pipe end treatments, control structures, yard drains, and appurtenances, as well as all catch-basins and related stormwater facilities, located within or upon those certain portions of Tract R1 (Private Road Right-Of-Way, designated as Canal Grande Drive and Terracina Drive West), Tracts W3 and W4 (Water Management/Lake, Drainage Easements, Lake Maintenance Easements, Access Easements), and Tract F2 (Future Development Tract/Temporary Access Easement), and certain portions of the drainage easements identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1G & 1N of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Haleakala Construction, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 29, 2015	\$508,697.24	\$36,324.67	\$545,021.91
TOTAL:	\$508,697.24	\$36,324.67	\$545,021.91

Excavation/Lake Bank Stabilization - Lake excavation for stormwater management ponds only to the portion from control elevation to the depth of 10 feet which is required to meet water quality criteria set forth by the South Florida Water Management District and the required lake bank stabilization to construct said improvements, located within or upon portions of Tracts W5-6, W11-2A, W5-6B, and W12-2 (Water Management, Lake, Drainage Easements, Lake Maintenance Easements) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1J of the Lee County Approved Development Order, along with Tracts W2, W3, W5, W6, W7, W8, W9, W10, and W11 (Water Management/Lake, Lake, Drainage Easements, Lake Maintenance Easements, Access Easements) identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1J, 1N, and 1Q of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$1,185,733.56	\$136,907.79	\$1,322,641.35
Contractor: Sandhill Environmental Services, LLC Contract: <i>Master Small Scope of Work Agreement</i> , dated March 10, 2014	\$168,323.00	\$10,973.70	\$179,296.70
TOTAL:	\$1,354,056.56	\$147,881.49	\$1,501,938.05

Exterior Landscape and Hardscape Improvements – Those certain landscape and hardscape and associated infrastructure to support to the landscape and hardscape improvements for the purposes of sound abatement located within or upon portions of Tracts W11-1A, W11-1B, W11-1C (Water Management/Lake, Drainage Easements, Lake Maintenance Easements), Tracts O4, O5, O6, O7, O8, O9, O23 (Open Space, Drainage Easements), Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) and certain portions of the Landscape Buffer Easements identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1M of the Lee County Approved Development Order).

	Paid to Date	Left to Be Paid	Total
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$285,745.00	\$0.00	\$285,745.00
TOTAL:	\$285,745.00	\$0.00	\$285,745.00

Offsite Roadway Improvements – Roads, pavement, curbing, and other physical improvements in the right-of-way within or upon that certain portion of Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phase 1B of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$137,729.90	\$49,685.00	\$187,414.90
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$193,059.75	\$0.00	\$193,059.75
Contractor: Waltbillig and Hood General Contractors LLC Contract: <i>Master Land Development Services Agreement</i> , dated October 3, 2016	\$83,432.00	\$19,361.00	\$102,793.00
TOTAL:	\$414,221.65	\$69,046.00	\$483,267.65

Environmental Preservation & Mitigation - All conducted annual monitoring, observations, surveys, exotic vegetation removal and maintenance located within or upon those certain portions of Tracts P1, P2, P3, and P5, identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Passarella and Associates, Inc. Contract: <i>Master Agreement for Professional Services</i> , dated November 3, 2011	\$23,153.93	\$22,884.00	\$46,037.93
Contractor: Woods and Wetlands, Inc. Contract: <i>Master Small Scope of Work Agreement</i> , dated March 16, 2015	\$29,690.31	\$0.00	\$29,690.31
Contractor: Turrell, Hall & Associates, Inc.	\$842.59	\$0.00	\$842.59
TOTAL:	\$53,686.83	\$22,884.00	\$76,570.83

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Phase 1 Remaining Improvements.

Professional	Paid to Date	Left to Be Paid	Total
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Previously Claimed	-\$494,481.11		-\$494,481.11
TOTAL:	\$820,581.68	\$370,896.78	\$1,191,478.46

GRAND TOTAL OF IMPROVEMENTS AND WORK PRODUCT: \$4,084,021.90

CONSULTING ENGINEER'S CERTIFICATE
ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS

June 16, 2020

Board of Supervisors
Esplanade Lake Club Community Development District

Re: Esplanade Lake Club Community Development District (Lee County, Florida)
Acquisition of Esplanade Lake Club Phase 1 Remaining Improvements

Ladies and Gentlemen:

The undersigned, a representative of Waldrop Engineering, P.A. ("**Consulting Engineer**"), as engineer for the Esplanade Lake Club Community Development District ("**District**"), hereby makes the following certifications in connection with the District's acquisition from the Developer of the "**Improvements**" and "**Work Product**," as further described in **Exhibit A** attached hereto, and in that certain bill of sale ("**Bill of Sale**") dated as of or about the same date as this certificate. For good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the undersigned, an authorized representative of the Consulting Engineer, hereby certifies that:

1. Waldrop Engineering, P.A., has reviewed and inspected the Improvements and Work Product. Waldrop Engineering, P.A., has further reviewed certain documentation relating to the same, including but not limited to, the Bill of Sale, agreements, invoices, plans, as-builts, and other documents.
2. The Improvements and Work Product are within the scope of the District's capital improvement program as set forth in the *Master Engineer's Report*, dated April 2019, as supplemented by the *Supplemental Engineer's Report*, dated November 13, 2019 (together, "**Engineer's Report**"), and specially benefit property within the District as further described in the Engineer's Report.
3. The Improvements were installed in accordance with their specifications, and are capable of performing the functions for which they were intended.
4. The total costs associated with the Improvements and Work Product are as set forth in the Bill of Sale. Such costs are equal to or less than each of the following: (i) what was actually paid by the Developer to create and/or construct the Improvements and Work Product, and (ii) the reasonable fair market value of the Improvements and Work Product.
5. All known plans, permits and specifications necessary for the operation and maintenance of the Improvements are complete and on file with the District, and have been transferred, or are capable of being transferred, to the District for operations and maintenance responsibilities.

[CONTINUED ON NEXT PAGE]

6. With this document, I hereby certify that it is appropriate at this time to acquire the Improvements and Work Product.

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

Executed this 16TH day of JUNE, 2020


Jeremy L. Fireline,
Waldrop Engineering, P.A.
Florida Registration No. 63987
Consulting Engineer



STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 16 day of JUNE, 2020, by JEREMY FIRELINE, as _____ of _____ who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



(NOTARY SEAL)


NOTARY PUBLIC, STATE OF FLORIDA

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A
Description of Improvements and Work Product
(Esplanade Lake Club Phase 1 Remaining Improvements)

Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, curb inlets, pipe culverts, pipe end treatments, control structures, yard drains, and appurtenances, as well as all catch-basins and related stormwater facilities, located within or upon those certain portions of Tract R1 (Private Road Right-Of-Way, designated as Canal Grande Drive and Terracina Drive West), Tracts W3 and W4 (Water Management/Lake, Drainage Easements, Lake Maintenance Easements, Access Easements), and Tract F2 (Future Development Tract/Temporary Access Easement), and certain portions of the drainage easements identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1G & 1N of the Lee County Approved Development Order.

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Previously Claimed	-\$494,481.11		-\$494,481.11
TOTAL:	\$820,581.68	\$370,896.78	\$1,191,478.46

GRAND TOTAL OF IMPROVEMENTS AND WORK PRODUCT: \$4,084,021.90

**ACKNOWLEDGMENT AND RELEASE
ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS**

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the 8th day of JUNE, 2020, by **Haleakala Construction, Inc.**, having offices located at 5758 Taylor Road, Naples, Florida 34109 ("Contractor"), in favor of the **Esplanade Lake Club Community Development District ("District")**, which is a local unit of special-purpose government situated in Lee County, Florida, and having offices at c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated December 29, 2015 and between Contractor and Taylor Morrison of Florida, Inc., a Florida limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer may in the future convey certain Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

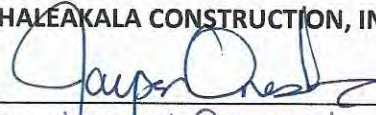
SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$36,234.67 in retainage or other amounts related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

HALEAKALA CONSTRUCTION, INC.


By: JAYSON ORESCHNICK
Its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 8th day of JUNE, 2020, by JAYSON ORESCHNICK as VICE PRESIDENT of HALEAKALA CONSTRUCTION who appeared before me this day in person, and who is either personally known to me, ~~or produced~~ _____ as identification.

(NOTARY SEAL)



Christina K Shipman
NOTARY PUBLIC, STATE OF FLORIDA

Name: CHRISTINA K SHIPMAN
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Exhibit A

Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, curb inlets, pipe culverts, pipe end treatments, control structures, yard drains, and appurtenances, as well as all catch-basins and related stormwater facilities, located within or upon those certain portions of Tract R1 (Private Road Right-Of-Way, designated as Canal Grande Drive and Terracina Drive West), Tracts W3 and W4 (Water Management/Lake, Drainage Easements, Lake Maintenance Easements, Access Easements), and Tract F2 (Future Development Tract/Temporary Access Easement), and certain portions of the drainage easements identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1G & 1N of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
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Professional	Paid to Date	Left to Be Paid	Total
Contractor: Haleakala Construction, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 29, 2015	\$24,666.13	\$59,506.60	\$84,172.73

ACKNOWLEDGMENT AND RELEASE
ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS

THIS ACKNOWLEDGMENT AND RELEASE ("**Release**") is made the 24th day of June, 2020, by **Passarella & Associates, Inc.**, having offices located at 13620 Metropolis Avenue, Suite 200, Ft. Myers, Florida 33912 ("**Contractor**"), in favor of the **Esplanade Lake Club Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Lee County, Florida, and having offices at c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated November 3, 2011, and between Contractor and Taylor Morrison of Florida, Inc., a Florida corporation ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey certain Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$22,884.00 in retainage or other amounts related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

PASSARELLA & ASSOCIATES, INC.

Kenneth C. Passarella
By: Kenneth C. Passarella

President
Its: President

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, 2020, by Kenneth C. Passarella, as President of Passarella & Assoc, Inc. who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Nancy Boling
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Nancy Boling
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

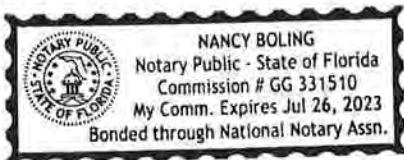


Exhibit A

Environmental Preservation & Mitigation - All conducted annual monitoring, observations, surveys, exotic vegetation removal and maintenance located within or upon those certain portions of Tracts P1, P2, P3, and P5, identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Passarella and Associates, Inc. Contract: <i>Master Agreement for Professional Services</i> , dated November 3, 2011	\$23,153.93	\$22,884.00	\$46,037.93

**ACKNOWLEDGMENT AND RELEASE
ESPLANADE LAKE CLUB PHASE 1 WORK PRODUCT**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 18th day of June, 2020, by **Rhodes & Rhodes Land Surveying, Inc.**, having offices located at 28100 Bonita Grande Drive, Suite 107, Bonita Springs, Florida 34135 ("**Professional**"), in favor of the **Esplanade Lake Club Community Development District ("District")**, which is a local unit of special-purpose government situated in Manatee County, Florida, and having offices at c/o JP Ward and Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated November 17, 2011, as amended, and between Professional and Taylor Morrison of Florida, Inc., a Florida corporation ("**Developer**"), Professional has created for Developer certain work product, as described in **Exhibit A ("Work Product")**; and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes.

3. **WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.


6. **CERTIFICATION.** This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product. Notwithstanding anything to the contrary herein, Professional is owed \$7,367.00 in amounts related to the Work Product and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

4.

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5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

RHODES & RHODES LAND SURVEYING, INC.

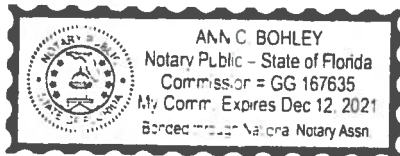
By: 
Its: John Scott Rhodes
President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 18th day of JUNE, 2020, by JOHN SCOTT RHODES as PRESIDENT of RHODES & RHODES who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: ANN C. BOHLEY
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Phase 1 Remaining Improvements.

Professional	Paid to Date	Left to Be Paid	Total
Professional: Rhodes & Rhodes Land Surveying, Inc. Contract: <i>Master Professional Services Agreement</i> , dated November 17, 2011	\$56,258.00	\$7,367.00	\$63,625.00

ACKNOWLEDGMENT AND RELEASE
ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the 19 day of JUNE, 2020, by **RyanGolf Corporation**, having offices located at 614 South Military Trail, Deerfield Beach, Florida 33442 ("Contractor"), in favor of the **Esplanade Lake Club Community Development District** ("District"), which is a local unit of special-purpose government situated in Lee County, Florida, and having offices at c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated January 12, 2012 and between Contractor and Taylor Morrison of Florida, Inc., a Florida corporation ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey certain Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements as identified in Exhibit A attached hereto. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, certain amounts are still owed to the Contractor in the amount of \$411,030.29 in retainage or other amounts related to the Improvements (and \$_____ related to other improvements constructed by Contractor pursuant to the Contract but not included in Exhibit A attached hereto) and understands that such amounts shall be paid by Developer. Nothing herein shall be interpreted as a release on the part of Contractor of any monies not yet paid. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

RYANGOLF CORPORATION

By: FIDEL GARCIA
Its: PRESIDENT

STATE OF FLORIDA

COUNTY OF BROWARD

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 19 day of JUNE, 2020, by FIDEL GARCIA, as PRESIDENT of RYANGOLF CORP. who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

(NOTARY SEAL)

NOTARY PUBLIC STATE OF FLORIDA

Name: LIZ GARRIDO
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

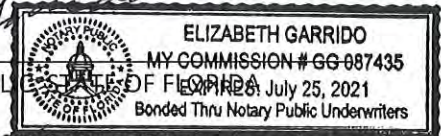


Exhibit A

Excavation/Lake Bank Stabilization - Lake excavation for stormwater management ponds only to the portion from control elevation to the depth of 10 feet which is required to meet water quality criteria set forth by the South Florida Water Management District and the required lake bank stabilization to construct said improvements, located within or upon portions of Tracts W5-6, W11-2A, W5-6B, and W12-2 (Water Management, Lake, Drainage Easements, Lake Maintenance Easements) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1J of the Lee County Approved Development Order, along with Tracts W2, W3, W5, W6, W7, W8, W9, W10, and W11 (Water Management/Lake, Lake, Drainage Easements, Lake Maintenance Easements, Access Easements) identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1J, 1N, and 1Q of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$1,185,733.56	\$136,907.79	\$1,322,641.35

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Phase 1 Remaining Improvements.

Professional	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$312,097.50	\$224,437.50	\$536,535.00

Offsite Roadway Improvements – Roads, pavement, curbing, and other physical improvements in the right-of-way within or upon that certain portion of Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phase 1B of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$137,729.90	\$49,685.00	\$187,414.90

ACKNOWLEDGMENT AND RELEASE
ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS

THIS ACKNOWLEDGMENT AND RELEASE ("**Release**") is made the 10th day of June, 2020, by **Sandhill Environmental Services, LLC**, having offices located at 5980 SE CR 760, Arcadia, Florida 34266 ("**Contractor**"), in favor of the **Esplanade Lake Club Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Lee County, Florida, and having offices at c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated March 10, 2014, and between Contractor and Taylor Morrison of Florida, Inc., a Florida corporation ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey certain Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

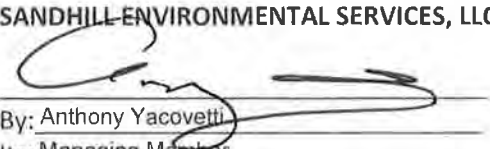
SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$10,973.70 in retainage or other amounts related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

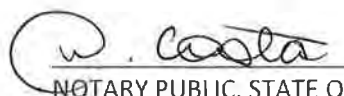
SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

SANDHILL ENVIRONMENTAL SERVICES, LLC


By: Anthony Yacovetti
Its: Managing Member

STATE OF FLORIDA
COUNTY OF DeSoto

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 10th day of June, 2020, by Anthony Yacovetti, as Managing Member of Sandhill Environmental Services, LLC who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: Daphne Costa
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

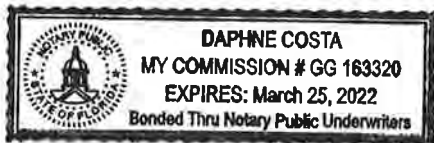


Exhibit A

Excavation/Lake Bank Stabilization - Lake excavation for stormwater management ponds only to the portion from control elevation to the depth of 10 feet which is required to meet water quality criteria set forth by the South Florida Water Management District and the required lake bank stabilization to construct said improvements, located within or upon portions of Tracts W5-6, W11-2A, W5-6B, and W12-2 (Water Management, Lake, Drainage Easements, Lake Maintenance Easements) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1J of the Lee County Approved Development Order, along with Tracts W2, W3, W5, W6, W7, W8, W9, W10, and W11 (Water Management/Lake, Lake, Drainage Easements, Lake Maintenance Easements, Access Easements) identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1J, 1N, and 1Q of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Sandhill Environmental Services, LLC Contract: <i>Master Small Scope of Work Agreement</i> , dated March 10, 2014	\$168,323.00	\$10,973.70	\$179,296.70

ACKNOWLEDGMENT AND RELEASE
ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the 23 day of June, 2020, by **Sunny Grove Landscaping and Nursery, Inc.**, having offices located at 15111 South Mallard, Fort Myers, Florida 33913 ("Contractor"), in favor of the **Esplanade Lake Club Community Development District** ("District"), which is a local unit of special-purpose government situated in Lee County, Florida, and having offices at c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

RECITALS

WHEREAS, pursuant to that certain agreement ("Contract") dated December 15, 2011, and between Contractor and Taylor Morrison of Florida, Inc., a Florida corporation ("Developer"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("Improvements"); and

WHEREAS, Developer may in the future convey certain Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired certain Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. Except as set forth herein, this document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, certain amounts are still owed to the Contractor in retainage or other amounts related to improvements constructed by Contractor (pursuant to the Contract but not included in Exhibit A attached hereto) and understands that such amounts shall be paid by Developer. Nothing herein shall be interpreted as a release on the part of Contractor of any monies not yet paid. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

SUNNY GROVE LANDSCAPING AND NURSERY,
INC.

[Signature]
By: Mark Williamson
Its: President

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 23 day of June, 2020, by Mark Williamson, as President of Sunny Grove Landscape who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Mary Marinello
NOTARY PUBLIC STATE OF FLORIDA

(NOTARY SEAL)

Name: Mary Marinello
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

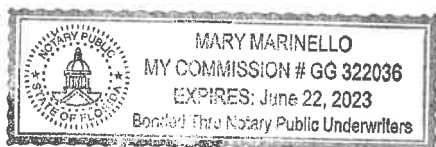


Exhibit A

Exterior Landscape and Hardscape Improvements – Those certain landscape and hardscape and associated infrastructure to support to the landscape and hardscape improvements for the purposes of sound abatement located within or upon portions of Tracts W11-1A, W11-1B, W11-1C (Water Management/Lake, Drainage Easements, Lake Maintenance Easements), Tracts O4, O5, O6, O7, O8, O9, O23 (Open Space, Drainage Easements), Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) and certain portions of the Landscape Buffer Easements identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1M of the Lee County Approved Development Order).

	Paid to Date	Left to Be Paid	Total
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$285,745.00	\$0.00	\$285,745.00
TOTAL:	\$285,745.00	\$0.00	\$285,745.00

Offsite Roadway Improvements – Roads, pavement, curbing, and other physical improvements in the right-of-way within or upon that certain portion of Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phase 1B of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$193,059.75	\$0.00	\$193,059.75

**ACKNOWLEDGMENT AND RELEASE
ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS**

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the ____ day of _____, 2020, by **Waltbillig & Hood General Contractors, LLC**, having offices located at 1004 Collier Center Way, Suite 100, Naples, Florida 34110 ("**Contractor**"), in favor of the **Esplanade Lake Club Community Development District ("District")**, which is a local unit of special-purpose government situated in Lee County, Florida, and having offices at c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated October 3, 2016 and between Contractor and Taylor Morrison of Florida, Inc., a Florida limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A ("Improvements")**; and

WHEREAS, Developer may in the future convey certain Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

Notwithstanding anything to the contrary herein, Contractor is owed \$19,361.00 in retainage or other amounts related to the Improvements and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

**WALTBILLIG & HOOD GENERAL CONTRACTORS,
LLC**

By: Jay Waltbillig
Its: Principal

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2020, by Jay Waltbillig as Principal of Waltbillig & Hood GC who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: _____
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

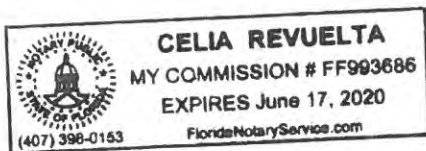


Exhibit A

Offsite Roadway Improvements – Roads, pavement, curbing, and other physical improvements in the right-of-way within or upon that certain portion of Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phase 1B of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Waltbillig and Hood General Contractors LLC Contract: <i>Master Land Development Services Agreement</i> , dated October 3, 2016	\$83,432.00	\$19,361.00	\$102,793.00

**ACKNOWLEDGMENT AND RELEASE
ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS**

THIS ACKNOWLEDGMENT AND RELEASE ("Release") is made the 9 day of June, 2020, by **Woods & Wetlands, Inc.**, having offices located at 18731 Durrance Road, North Fort Myers, Florida 33917 ("**Contractor**"), in favor of the **Esplanade Lake Club Community Development District** ("**District**"), which is a local unit of special-purpose government situated in Lee County, Florida, and having offices at c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated _____ and between Contractor and Taylor Morrison of Florida, Inc., a Florida limited liability company ("**Developer**"), Contractor has constructed for Developer certain infrastructure improvements, as described in **Exhibit A** ("**Improvements**"); and

WHEREAS, Developer may in the future convey certain Improvements to the District and for that purpose has requested Contractor to confirm the release of all restrictions on the District's right to use and rely upon the Improvements; and

WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Contractor provides the following acknowledgment and release:

SECTION 1. GENERAL. The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.

SECTION 2. ACQUISITION OF IMPROVEMENTS. Contractor acknowledges that the District is in the process of acquiring or has acquired the Improvements constructed by Contractor in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to rely upon the terms of the Contract for same.

SECTION 3. WARRANTY. Contractor hereby expressly acknowledges the District's right to enforce the terms of the Contract, including any warranties provided therein and to rely upon and enforce any other warranties provided under Florida law.

SECTION 4. CERTIFICATE OF PAYMENT. Except as set forth herein, Contractor hereby acknowledges that it has been fully compensated for its services and work related to completion of the Improvements. Contractor further certifies that, except as set forth herein, no outstanding requests for payment exist related to the Improvements, including any payments to subcontractors, materialmen, suppliers or otherwise, and that there is no disagreement as to the appropriateness of payment made for the Improvements. This document shall constitute a final waiver and release of lien for any payments due to Contractor by Developer or District for the Improvements.

SECTION 5. EFFECTIVE DATE. This Release shall take effect upon execution.

WOODS & WETLANDS, INC

David J. Quinlan
By: David J. Quinlan
Its: President

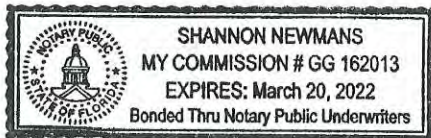
STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 9th day of June, 2020, by David Quinlan, as President of Woods & Wetlands Inc who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

Shannon Newmans
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)



Name: Shannon Newmans
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

Exhibit A

Environmental Preservation & Mitigation - All conducted annual monitoring, observations, surveys, exotic vegetation removal and maintenance located within or upon those certain portions of Tracts P1, P2, P3, and P5, identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Woods and Wetlands, Inc. Contract: <i>Master Small Scope of Work Agreement</i> , dated March 16, 2015	\$29,690.31	\$0.00	\$29,690.31

**ACKNOWLEDGMENT AND RELEASE
ESPLANADE LAKE CLUB PHASE 1 WORK PRODUCT**

THIS ACKNOWLEDGMENT & RELEASE ("Release") is made the 11th day of JUNE, 2020, by **Waldrop Engineering, P.A.**, having offices located at 28100 Bonita Grande Drive, Suite 305, Bonita Springs, Florida 34135 ("**Professional**"), in favor of the **Esplanade Lake Club Community Development District ("District")**, which is a local unit of special-purpose government situated in Lee County, Florida, and having offices at c/o JP Ward and Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

RECITALS

WHEREAS, pursuant to that certain agreement ("**Contract**") dated October 20, 2011, as amended, and between Professional and Taylor Morrison of Florida, Inc., a Florida corporation ("**Developer**"), Professional has created for Developer certain work product, as described in **Exhibit A ("Work Product")**; and

WHEREAS, Developer may in the future convey the Work Product to the District and for that purpose has requested Professional to confirm the release of all restrictions on the District's right to use and rely upon the Work Product; and

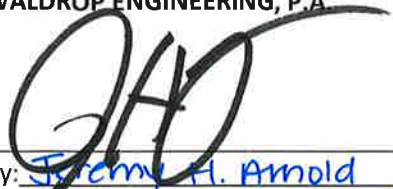
WHEREAS, Contractor has agreed to the release of any such restrictions.

NOW, THEREFORE, for and in consideration of mutual promises and obligations, the receipt and sufficiency of which are hereby acknowledged, Professional provides the following acknowledgment and release:

1. **GENERAL.** The recitals so stated above are true and correct and by this reference are incorporated as a material part of this Release.
2. **ACQUISITION OF WORK PRODUCT.** Professional acknowledges that the District is acquiring or has acquired the Work Product created by the Professional in connection with the Contract, from Developer, and accordingly, the District has the unrestricted right to use and rely upon the Work Product for any and all purposes.
3. **WARRANTY.** Professional hereby expressly acknowledges the District's right to enforce the terms of the Contract, including but not limited to any warranties and other forms of indemnification provided therein and to rely upon and enforce any other warranties provided under Florida law.
4. **CERTIFICATION.** This document shall constitute a final waiver and release of lien for any payments due to Professional by Developer or District for the Work Product. Notwithstanding anything to the contrary herein, Professional is owed \$79,585.68 in amounts related to the Work Product and understands that such amounts shall be paid by Developer. The effectiveness of this Acknowledgment and Release is contingent upon such payment being timely made.

5. **EFFECTIVE DATE.** This Release shall take effect upon execution.

WALDROP ENGINEERING, P.A.


By: Jeremy H. Arnold
Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this 11th day of June, 2020, by Jeremy H. Arnold, as Senior Vice President of Waldrop Engineering who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.


NOTARY PUBLIC, STATE OF FLORIDA

Name: Jessica K. Linn
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

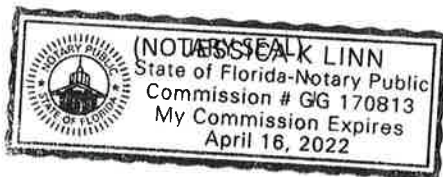


Exhibit A

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Phase 1 Remaining Improvements.

Professional	Paid to Date	Left to Be Paid	Total
Professional: Waldrop Engineering, P.A. Contract: <i>Master Professional Services Agreement</i> , dated October 20, 2011	\$922,041.16	\$79,585.68	\$1,001,626.84

BILL OF SALE AND LIMITED ASSIGNMENT
ESPLANADE LAKE CLUB PHASE 1 REMAINING IMPROVEMENTS

THIS BILL OF SALE AND LIMITED ASSIGNMENT is made to be effective the 8th day of June, 2020, by and between **Taylor Morrison of Florida, Inc.**, whose address for purposes hereof is 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619 ("**Grantor**"), and for good and valuable consideration, to it paid by the **Esplanade Lake Club Community Development District**, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes* ("**District**" or "**Grantee**") whose address is c/o JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

BACKGROUND STATEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor and Grantee, intending to be legally bound, do hereby agree as follows:

1. Grantor hereby transfers, grants, conveys, and assigns to Grantee all right, title and interest of Grantor, if any, in and to the following improvements (together, "**Property**") as described below to have and to hold for Grantee's own use and benefit forever:

a) Drainage & Surface Water Management - All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, curb inlets, pipe culverts, pipe end treatments, control structures, yard drains, and appurtenances, as well as all catch-basins and related stormwater facilities, located within or upon those certain portions of Tract R1 (Private Road Right-Of-Way, designated as Canal Grande Drive and Terracina Drive West), Tracts W3 and W4 (Water Management/Lake, Drainage Easement, Lake Management Easement, Access Easement), and Tract F2 (Future Development Tract/Temporary Access Easement), and certain portions of the drainage easements identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1G & 1N of the Lee County Approved Development Order.

b) Excavation/Lake Bank Stabilization - Lake excavation for stormwater management ponds only to the portion from control elevation to the depth of 10 feet which is required to meet water quality criteria set forth by the South Florida Water Management District and the required lake bank stabilization to construct said improvements, located within or upon portions of Tracts W5-6, W11-2A, W5-6B, and W12-2 (Water Management, Lake, Drainage Easements, Lake Maintenance Easements) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1J of the Lee County Approved Development Order, along with Tracts W2, W3, W5, W6, W7, W8, W9, W10, and W11 (Water Management/Lake, , Lake, Drainage Easements, Lake Maintenance Easements, Access Easements) identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument

No. 2020000075347, and specifically located within Phases 1J, 1N, and 1Q of the Lee County Approved Development Order.

c) Exterior Landscape and Hardscape Improvements – Those certain landscape and hardscape and associated infrastructure to support to the landscape and hardscape improvements for the purposes of sound abatement located within or upon portions of Tracts W11-1A, W11-1B, W11-1C (Water Management/Lake, Drainage Easements, Lake Maintenance Easements), Tracts O4, O5, O6, O7, O8, O9, O23 (Open Space, Drainage Easements), Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) and certain portions of the Landscape Buffer Easements identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1M of the Lee County Approved Development Order).

d) Offsite Roadway Improvements – Roads, pavement, curbing, and other physical improvements in the right-of-way within or upon that certain portion of Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) identified in the plat known as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phase 1B of the Lee County Approved Development Order.

e) Environmental Preservation & Mitigation - Environmental Preservation & Mitigation - All conducted annual monitoring, observations, surveys, exotic vegetation removal and maintenance located within or upon those certain portions of Tracts P1, P2, P3, and P5, identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935.

f) Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the above-referenced improvements.

g) Additional Rights - All of the right, title, interest, and benefit of Grantor, if any, in, to and under any and all contracts, guaranties, affidavits, warranties, bonds, claims, lien waivers, and other forms of indemnification, given heretofore and with respect to the construction, installation, or composition of the Improvements.

2. Grantor hereby covenants that: (i) Grantor is the lawful owner of the Property; (ii) the Property is free from any liens or encumbrances and the Grantor covenants to timely address any such liens or encumbrances if and when filed; (iii) Grantor has good right to sell the Property; and (iv) the Grantor will warrant and defend the sale of the Property hereby made unto the Grantee against the lawful claims and demands of all persons whosoever.

3. Except as otherwise separately agreed to in writing by Grantor, this conveyance is made on an "as is" basis. The Grantor represents that it has no knowledge of any latent or patent defects in the

Property, and hereby assigns, transfers and conveys to the Grantee any and all rights against any and all firms or entities which may have caused any latent or patent defects, including, but not limited to, any and all warranties and other forms of indemnification.

4. By execution of this document, the Grantor affirmatively represents that it has the contractual right, consent and lawful authority of any and all forms to take this action in this document and in this form. Nothing herein shall be construed as a waiver of Grantee's limitations on liability as provided in Section 768.28, *Florida Statutes*, and other statutes and law.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal the day and year first above written.

WITNESS

TAYLOR MORRISON OF FLORIDA, INC.

By: [Signature]
Name: CHANCES COOK

By: [Signature]
Name: Barbara Kinnmont
Title: V-P

By: [Signature]
Name: Keith Norton

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 June, 2020, by BARBARA Kinnmont as VP of Taylor Morrison of Florida, Inc., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: REBEKAH NORTON
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)



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

Exhibit A
Description of Improvements and Work Product
(Esplanade Lake Club Phase 1 Remaining Improvements)

Drainage & Surface Water Management – All drainage and surface water management systems, including but not limited to lakes, ponds, water control structures, curb inlets, pipe culverts, pipe end treatments, control structures, yard drains, and appurtenances, as well as all catch-basins and related stormwater facilities, located within or upon those certain portions of Tract R1 (Private Road Right-Of-Way, designated as Canal Grande Drive and Terracina Drive West), Tracts W3 and W4 (Water Management/Lake, Drainage Easements, Lake Maintenance Easements, Access Easements), and Tract F2 (Future Development Tract/Temporary Access Easement), and certain portions of the drainage easements identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1G & 1N of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Haleakala Construction, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 29, 2015	\$508,697.24	\$36,324.67	\$545,021.91
TOTAL:	\$508,697.24	\$36,324.67	\$545,021.91

Excavation/Lake Bank Stabilization - Lake excavation for stormwater management ponds only to the portion from control elevation to the depth of 10 feet which is required to meet water quality criteria set forth by the South Florida Water Management District and the required lake bank stabilization to construct said improvements, located within or upon portions of Tracts W5-6, W11-2A, W5-6B, and W12-2 (Water Management, Lake, Drainage Easements, Lake Maintenance Easements) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1J of the Lee County Approved Development Order, along with Tracts W2, W3, W5, W6, W7, W8, W9, W10, and W11 (Water Management/Lake, Lake, Drainage Easements, Lake Maintenance Easements, Access Easements) identified in the plat know as Esplanade Lake Club Phase 2 recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347, and specifically located within Phases 1J, 1N, and 1Q of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$1,185,733.56	\$136,907.79	\$1,322,641.35
Contractor: Sandhill Environmental Services, LLC Contract: <i>Master Small Scope of Work Agreement</i> , dated March 10, 2014	\$168,323.00	\$10,973.70	\$179,296.70
TOTAL:	\$1,354,056.56	\$147,881.49	\$1,501,938.05

Exterior Landscape and Hardscape Improvements – Those certain landscape and hardscape and associated infrastructure to support to the landscape and hardscape improvements for the purposes of sound abatement located within or upon portions of Tracts W11-1A, W11-1B, W11-1C (Water Management/Lake, Drainage Easements, Lake Maintenance Easements), Tracts O4, O5, O6, O7, O8, O9, O23 (Open Space, Drainage Easements), Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) and certain portions of the Landscape Buffer Easements identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phases 1A, 1B, and 1M of the Lee County Approved Development Order).

	Paid to Date	Left to Be Paid	Total
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$285,745.00	\$0.00	\$285,745.00
TOTAL:	\$285,745.00	\$0.00	\$285,745.00

Offsite Roadway Improvements – Roads, pavement, curbing, and other physical improvements in the right-of-way within or upon that certain portion of Tract R2 (Private Road Right-Of-Way, designated as CenterPlace Boulevard) identified in the plat know as Esplanade Lake Club Phase 1 recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935, and specifically located within Phase 1B of the Lee County Approved Development Order.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$137,729.90	\$49,685.00	\$187,414.90
Contractor: Sunny Grove Landscaping and Nursery, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 15, 2011	\$193,059.75	\$0.00	\$193,059.75
Contractor: Waltbillig and Hood General Contractors LLC Contract: <i>Master Land Development Services Agreement</i> , dated October 3, 2016	\$83,432.00	\$19,361.00	\$102,793.00
TOTAL:	\$414,221.65	\$69,046.00	\$483,267.65

Environmental Preservation & Mitigation - All conducted annual monitoring, observations, surveys, exotic vegetation removal and maintenance located within or upon those certain portions of Tracts P1, P2, P3, and P5, identified in the plat known as Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935.

Contractor	Paid to Date	Left to Be Paid	Total
Contractor: Passarella and Associates, Inc. Contract: <i>Master Agreement for Professional Services</i> , dated November 3, 2011	\$23,153.93	\$22,884.00	\$46,037.93
Contractor: Woods and Wetlands, Inc. Contract: <i>Master Small Scope of Work Agreement</i> , dated March 16, 2015	\$29,690.31	\$0.00	\$29,690.31
Contractor: Turrell, Hall & Associates, Inc.	\$842.59	\$0.00	\$842.59
TOTAL:	\$53,686.83	\$22,884.00	\$76,570.83

Work Product – Any and all site plans, construction and development drawings, plans and specifications, documents, surveys, engineering and soil reports and studies, licenses, permits, zoning approvals, entitlements, building permits, demolition and excavation permits, curb cut and right-of-way permits, utility permits, drainage rights, bonds, and similar or equivalent private and governmental documents of every kind and character whatsoever pertaining or applicable to or in any way connected with the development, construction, and ownership of the Phase 1 Remaining Improvements.

Professional	Paid to Date	Left to Be Paid	Total
Professional: Waldrop Engineering, P.A. Contract: <i>Master Professional Services Agreement</i> , dated October 20, 2011	\$922,041.16	\$79,585.68	\$1,001,626.84
Contractor: RyanGolf Corporation Contract: <i>Master Land Development Services Agreement</i> , dated January 12, 2012	\$312,097.50	\$224,437.50	\$536,535.00
Contractor: Haleakala Construction, Inc. Contract: <i>Master Land Development Services Agreement</i> , dated December 29, 2015	\$24,666.13	\$59,506.60	\$84,172.73
Professional: Rhodes & Rhodes Land Surveying, Inc. Contract: <i>Master Professional Services Agreement</i> , dated November 17, 2011	\$56,258.00	\$7,367.00	\$63,625.00
Previously Claimed	-\$494,481.11		-\$494,481.11
TOTAL:	\$820,581.68	\$370,896.78	\$1,191,478.46

GRAND TOTAL OF IMPROVEMENTS AND WORK PRODUCT: \$4,084,021.90

This instrument was prepared by and
upon recording should be returned to:

(This space reserved for Clerk)

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

QUIT CLAIM DEED

THIS QUIT CLAIM DEED is made as of the 8th day of June, 2020, by and between **Taylor Morrison of Florida, Inc.**, a Florida corporation ("**Grantor**"), whose mailing address is 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619, and **Esplanade Lake Club Community Development District**, a community development district formed pursuant to Chapter 190, Florida Statutes ("**Grantee**"), whose address is c/o JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334.

(Wherever used herein, the terms "Grantor" and "Grantee" include all of the parties to this instrument, the heirs, legal representatives and assigns of individuals, and the successors and assigns of trustees, partnerships, limited liability companies, governmental entities, and corporations.)

WITNESSETH

THAT GRANTOR, for good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, does hereby remise, release and quit-claim unto the Grantee forever, all the right, title, interest, claim and demand which the Grantor has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lee, State of Florida, and more particularly below ("**Property**"):

Tracts P1, P2, P3, and P5 (Preserves), Esplanade Lake Club Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No. 2019000189935.

Tracts W1, W2, W3, W4, W5, W6 W7, W8, W9, W10 and W11 (Water Management), Esplanade Lake Club Phase 2, as recorded in the Official Records of Lee County, Florida at Instrument No. 2020000075347.

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

TO HAVE AND TO HOLD the same in fee simple forever, subject to taxes for the year hereof and subsequent years, as applicable, and all easements, restrictions, reservations, conditions, covenants, limitations and agreements of record. This reference to such matters of record shall not operate to re-impose the same.

RESERVATION OF EASEMENT

Grantor hereby reserves unto itself and its successors and assigns, and Grantee by acceptance hereby gives and grants unto Grantor and its successors and assigns, non-exclusive easements for ingress and egress over, upon and across the Property conveyed hereby, together with the rights to install, maintain, repair, plant, mow, cultivate, irrigate, improve and care for all landscaping, hardscaping, irrigation, lighting, conservation and related improvements, which shall be conveyed upon completion by separate instrument, and the right to maintain, repair and replace and improve any improvements now or hereafter located on the Property; provided, however, that Grantor's reservation of rights hereunder shall not be deemed to impose any obligations on Grantor to maintain, repair or replace any part of the Property or improvements located thereon.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed on the day and year first above written.

WITNESS**TAYLOR MORRISON OF FLORIDA, INC.**

By: [Signature]
Name: CHRISTALES COOK

By: [Signature]
Name: Barbara Krummoltz
Title: VP

By: [Signature]
Name: Keith Norton

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 June, 2020, by Barbara Krummoltz as VP of Taylor Morrison of Florida, Inc., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



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

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: REBEKAH NORTON
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)

Note to Examiner: This instrument evidences a conveyance of an interest in unencumbered real estate as a gift and is exempt from Florida documentary stamp tax pursuant to Rule 12B-4.014(2)(a), Florida Administrative Code.

This instrument was prepared by and
upon recording should be returned to:

HOPPING GREEN & SAMS P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

(This space reserved for Clerk)

EASEMENT AGREEMENT AND ASSIGNMENT OF PLATTED RIGHTS

This **EASEMENT AGREEMENT ("Agreement")** is made and entered into this 8th day of
June, 2020, by and among:

Taylor Morrison of Florida, Inc., a Florida corporation, whose mailing address is 3922
Coconut Palm Drive, Suite 108, Tampa, Florida 33619 ("**Developer**", and together with
the Association, "**Grantor**"); and

Esplanade Lake Club Community Development District, a community development
district formed pursuant to Chapter 190, Florida Statutes, whose address is c/o James P.
Ward, District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1,
Oakland Park, Florida 33334 ("**District**" or "**Grantee**"); and

Esplanade Lake Club Homeowners Association, Inc., a Florida not-for-profit corporation,
whose address is 551 North Cattlemen Road, Suite 200, Sarasota, Florida 34232
("**Association**").

WITNESSETH

WHEREAS, the District was established pursuant to the Uniform Community Development District
Act of 1980, Chapter 190, Florida Statutes, as amended ("**Act**"), and is validly existing under the
Constitution and laws of the State of Florida; and

WHEREAS, the Act authorizes the District to plan, finance, construct, install, operate and/or
maintain certain infrastructure, including, but not limited to, stormwater ponds, roadway improvements,
and other improvements and uses within the boundaries of the District; and

WHEREAS, by virtue of that certain plat recorded in the Public Records of Lee County, to wit:
Esplanade Lake Club, Phase 1, recorded in the Official Records of Lee County, Florida at Instrument No.
2019000189935 ("**Phase 1 Plat**") and Esplanade Lake Club Phase 2, as recorded in the Official Records of
Lee County, Florida at Instrument Number #2020000075347 ("**Phase 2 Plat**"), Grantor reserved to itself
the right to dedicate and/or dedicated easements to the District over the areas and for the purposes more
particularly depicted and described on the Plats; and

WHEREAS, Grantor desires to formally grant to, and/or clarify the terms of, the District easements
over the properties being more particularly described herein (collectively, "**Easement Areas**") for the
purposes more particularly described herein; and

WHEREAS, Grantor and District acknowledge that use of the Easement Areas is necessary for District to carry out its essential purpose; and

WHEREAS, the District has requested that Grantor grant to the District a perpetual easement over the Easement Areas and Grantor is agreeable to granting such an easement on the terms and conditions set forth herein.

NOW, THEREFORE, for good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. RECITALS. The foregoing recitals are true and correct and by this reference are incorporated as a material part of this Easement Agreement.

2. GRANT OF EASEMENT. Grantor hereby grants – to the extent of the Developer’s, and Association’s respective interests, if any – to the District, its successors, and assigns, in perpetuity, non-exclusive easements over, upon, under, through, and across the lands identified below (“**Easement Areas**”) to have and to hold the same unto the District, its successors and assigns forever for the following purposes (collectively, “**Easement**”):

- (a) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of landscape and hardscape improvements located within the “Landscape Buffer Easements” identified on the Phase 1 Plat.
- (b) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities located within Tracts R1, R2 and R3 (Private Road Right-of-Way) of the Phase 2 Plat.
- (c) The District shall have and is hereby granted a perpetual, non-exclusive easement for purposes of ingress and egress, construction, installation, use, maintenance, repair, reconstruction, and replacement by the District of drainage facilities and/or related facilities located within Tracts F-2 and within the easements for landscaping and drainage located within Tracts 030, 031, 032, 033, 034, 035, 036, 037, 038, 039, and within the easement for access across areas labeled “Lake Maintenance Easements” and “Drainage Easements” all as identified on the Phase 2 Plat.

3. ASSIGNMENT OF PLATTED RIGHTS. Consistent with the intent of this Agreement, Grantor assigns to the District any platted rights created in favor of the Grantor under the Plat, to the extent necessary to provide the rights stated hereunder.

4. INCONSISTENT USE. Grantor agrees and covenants that it shall not grant or exercise any rights in the Easement Areas inconsistent with, or which unreasonably interfere with, the rights herein accorded to the District. Further, no permanent improvements shall be placed within Easement Areas that interfere with the rights granted hereunder.

5. DEFAULT. A default by any party under this Easement Agreement shall entitle the other party to all remedies available at law or in equity, which may include but not be limited to the right of actual damages, injunctive relief and/or specific performance.

6. ENFORCEMENT OF AGREEMENT. In the event that either the District or any owner of property upon which the Easement Areas are located seeks to enforce this Easement Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution or appellate proceedings.

7. CONTROLLING LAW. This Easement Agreement shall be construed, interpreted and controlled according to the laws of the State of Florida.

8. PUBLIC RECORDS. Grantor understands and agrees that all documents of any kind provided to the District or to District Staff in connection with this Easement Agreement are public records and are to be treated as such in accordance with Florida law.

9. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Easement Agreement shall not affect the validity or enforceability of the remaining portions of this Easement Agreement, or any part of this Easement Agreement not held to be invalid or unenforceable.

10. BINDING EFFECT. This Easement Agreement and all of the provisions of this Easement Agreement shall inure to the benefit of and be binding upon the parties set forth herein and their respective successors and permitted assigns, and the agents, employees, invitees, tenants, subtenants, licensees, lessees, mortgagees in possession and independent contractors thereof, as a covenant running with and binding upon the Easement Areas.

11. AUTHORIZATION. By execution below, the undersigned represent that they have been duly authorized by the appropriate body or official of their respective entity to execute this Easement Agreement, and that each party has complied with all the requirements of law and has full power and authority to comply with the terms and provisions of this instrument.

12. AMENDMENTS. Amendments to and waivers of the provisions contained in this Easement Agreement may be made only by an instrument in writing which is executed by all parties hereto.

13. ENTIRE AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Easement Agreement.

14. COUNTERPARTS. This instrument may be executed in any number of counterparts, each of which, when executed and delivered, shall constitute an original, and such counterparts together shall constitute one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties have caused this instrument to be executed by their duly authorized officers effective as of the day and year first above written.

WITNESS

By: [Signature]
Name: CHARLES COOK

By: [Signature]
Name: Keith Norton

TAYLOR MORRISON OF FLORIDA, INC.

By: [Signature]
Name: Barbara Kinnman
Title: V-P

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 June, 2020, by BARBARA KINNMAN as VP of Taylor Morrison of Florida, Inc., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.



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

(NOTARY SEAL)

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Name: REBEKAH NORTON
(Name of Notary Public, Printed, Stamped or
Typed as Commissioned)

WITNESS

[Signature]
Name: Keith Norton

[Signature]
Name: Barbara Minnema

ESPLANADE LAKE CLUB COMMUNITY
DEVELOPMENT DISTRICT

[Signature]
Name: CHARLES COOK
Title: CHAIRMAN

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 June, 2020, by Charles Cook, as Chairperson of Esplanade Lake Club Community Development District, who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

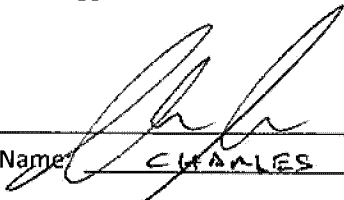
Name: REBEKAH NORTON
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)

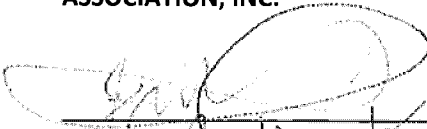



REBEKAH NORTON
Commission # GG 329991
Expires May 10, 2023
Bonded Thru Budget Notary Services

WITNESS

ESPLANADE LAKE CLUB HOMEOWNERS
ASSOCIATION, INC.


Name: CHARLES COOK

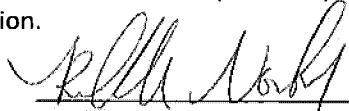

Name: Barbara Kinnaman
Title: V-P


Name: Keith Norton

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 June, 2020, by Barbara Kinnaman as VP of Taylor Morrison of FL, who appeared before me this day in person, and who is either personally known to me, or produced as identification.


NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: REBEKAH NORTON
(Name of Notary Public, Printed, Stamped or Typed as
Commissioned)



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

PREPARED BY AND RETURN TO:

HOPPING GREEN & SAMS, P.A.
119 South Monroe Street, Suite 300
Tallahassee, Florida 32301

NON-EXCLUSIVE ASSIGNMENT OF LAKE EASEMENT

THIS ASSIGNMENT OF LAKE EASEMENT is executed as of this 8th day of June, 2020, by **Taylor Morrison of Florida, Inc.**, a Florida corporation, whose mailing address is 3922 Coconut Palm Drive, Suite 108, Tampa, Florida 33619 ("Assignor"), in favor of **Esplanade Lake Club Community Development District**, a community development district formed pursuant to Chapter 190, Florida Statutes, whose address is c/o James P. Ward, District Manager, JP Ward & Associates, LLC, 2900 Northeast 12th Terrace, Suite 1, Oakland Park, Florida 33334 ("Assignee").

WITNESSETH:

That Assignor, for and in consideration of the sum of \$10.00 and other valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers, and assigns to Assignee the easements described on **Exhibit A** attached hereto.

This Assignment of Lake Easement shall be for the use and benefit of both Assignee and its successors and assigns.

The easement rights granted and assigned herein are not exclusive to Assignee, and Assignor shall be permitted to continue its use of said easements, so long as such use does not unduly interfere with Assignee's use of said easements.

[CONTINUED ON FOLLOWING PAGE]

WHEREFORE, the foregoing Bill of Sale and Limited Assignment is hereby executed and delivered on the date first set forth above.

Signed, sealed and delivered by:

WITNESS

TAYLOR MORRISON OF FLORIDA, INC.

By: [Signature]
Name: CHARLES COOK

By: [Signature]
Name: Rebecca Norton
Title: V-P

By: [Signature]
Name: Keith Norton

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 June, 2020, by Rebecca Norton as Rebecca Norton of Taylor Morrison of Florida, Inc., who appeared before me this day in person, and who is either personally known to me, or produced _____ as identification.

[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

(NOTARY SEAL)

Name: REBEKA H. NORTON
(Name of Notary Public, Printed, Stamped or Typed as Commissioned)



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

EXHIBIT "A"
LEGAL DESCRIPTION

THAT CERTAIN LAKE EASEMENT IDENTIFIED IN THE *EASEMENT AGREEMENT*, AS RECORDED AT INSTRUMENT NUMBER 2018000134999, OF THE OFFICIAL RECORDS OF LEE COUNTY, FLORIDA, AND FURTHER IDENTIFIED AS:

Lake Easement

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, LYING IN SECTION 12, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER, SECTION 12, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE ALONG THE EAST LINE OF SAID SECTION 12, SOUTH 00°50'47" EAST, A DISTANCE OF 692.83 FEET TO AN INTERSECTION WITH THE CENTERLINE OF ALICO ROAD (RIGHT OF WAY WIDTH VARIES); THENCE ALONG SAID CENTERLINE OF ALICO ROAD, SOUTH 89°27'22" WEST, A DISTANCE OF 956.48 FEET; THENCE SOUTH 00°32'38" EAST, A DISTANCE OF 1204.04 FEET TO THE POINT OF BEGINNING; SAID POINT BEING ON A NON-TANGENTIAL CURVE; THENCE SOUTHERLY, 225.88 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1,250.00 FEET, THROUGH A CENTRAL ANGLE OF 10°21'13" AND BEING SUBTENDED BY A CHORD THAT BEARS SOUTH 03°48'42" EAST, A DISTANCE OF 225.57 FEET ; THENCE SOUTH 73°25'35" WEST, A DISTANCE OF 101.88 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 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 THAT BEARS SOUTH 83°55'19" WEST, A DISTANCE OF 122.05 FEET ; THENCE NORTH 85°34'57" WEST, A DISTANCE OF 257.22 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 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 THAT BEARS SOUTH 81°44'10" WEST, A DISTANCE OF 270.02 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY, 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 THAT BEARS NORTH 63°42'10" WEST, A DISTANCE OF 73.42 FEET ; THENCE NORTH 16°27'38" WEST, A DISTANCE OF 126.05 FEET ; THENCE NORTH 17°15'51" EAST, A DISTANCE OF 51.40 FEET TO A POINT ON A NON-TANGENTIAL CURVE; THENCE EASTERLY, 377.82 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 835.00 FEET, THROUGH A CENTRAL ANGLE OF 25°55'30" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 81°27'18" EAST, A DISTANCE OF 374.60 FEET ; THENCE SOUTH 85°34'57" EAST, A DISTANCE OF 257.22 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 42.13 FEET ALONG THE ARC OF A CIRCULAR CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 115.00 FEET, THROUGH A CENTRAL ANGLE OF 20°59'28" AND BEING SUBTENDED BY A CHORD THAT BEARS NORTH 83°55'19" EAST, A DISTANCE OF 41.90 FEET ; THENCE NORTH 73°25'35" EAST, A DISTANCE OF 151.71 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 4.161 ACRES OR 181,233 SQUARE FEET, 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.

[CONTINUED ON FOLLOWING PAGE]

