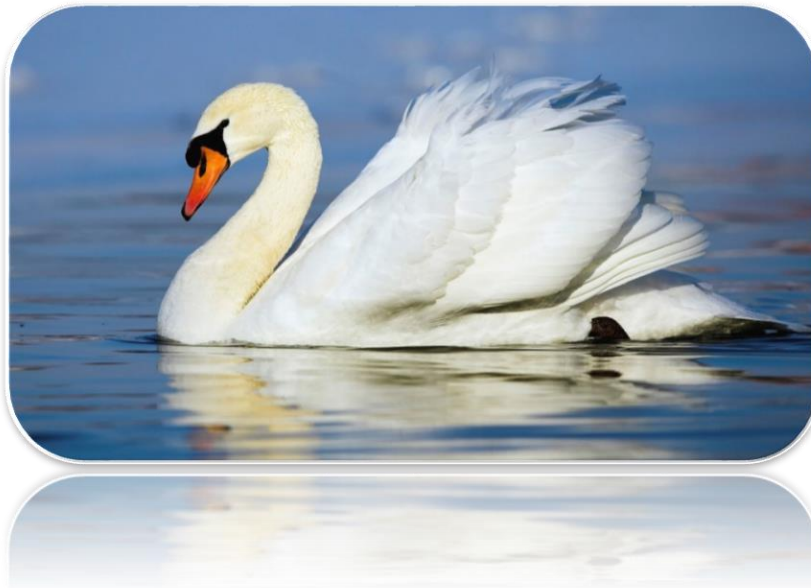


# **PALERMO COMMUNITY DEVELOPMENT DISTRICT**

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## **AGENDA**

NOVEMBER 20, 2020

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**PREPARED BY:**

JPWARD & ASSOCIATES, LLC, 2900 NORTHEAST 12<sup>TH</sup> TERRACE, SUITE 1, OAKLAND PARK, FL 33334

T: 954-658-4900 E: [JimWard@JPWardAssociates.com](mailto:JimWard@JPWardAssociates.com)

# PALERMO COMMUNITY DEVELOPMENT DISTRICT

November 13, 2020

Board of Supervisors

Palermo Community Development District

Dear Board Members:

This Regular Meeting of the Board of Supervisors of the Palermo Community Development District will be held on **Friday, November 20, 2020 at 8:30 A.M.** at the offices of **Lennar Homes, LLC, 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966.**

The venue for this meeting is the offices of Lennar Homes, LLC, and will permit the District to be able to meet the social distance guidelines for this meeting for Board Members/Staff, while accommodating an additional five (5) audience members.

Please ensure that all in attendance bring and wear masks during the meeting. The venue is requiring the District to enforce the limitation on attendance for audience members.

With the limitation for people in the meeting room, the District is requesting that audience members please use the WebEx link and telephone number below to join the Board Meeting.

The following WebEx link and telephone number are provided to join/watch the meeting.

Weblink:

<https://districts.webex.com/districts/onstage/g.php?MTID=eb1f3bc13010ac37a132d40339b168e8d>

Access Code: **173 676 4930**

Event password: **Jpward**

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

Phone: **408-418-9388** and enter the access code **173 676 4930** to join the meeting.

The link to the meeting will also be posted on the District's web site: [www.Palermocdd.org](http://www.Palermocdd.org).

The Agenda is as Follows:

1. Call to Order & Roll Call.
2. Consideration of Minutes:
  - I. September 18, 2020 – Regular Meeting
3. Consideration of proposal from Greenberg Traurig, P.A. to serve as Bond Counsel in connection with the issuance by the Palermo Community Development District of the planned Special Assessment Bonds, Series 2021 to finance the District's public improvement plan.
4. Consideration of proposal for District Counsel and General Legal Representation from the Law Firm of Coleman, Yovanovich, & Koester.
5. Consideration of proposed BEI Engineering Group (Banks Engineering) Agreement for Interim Engineering Services for the Palermo Community Development District.
6. Consideration of Agreement for FMS Bonds to provide Underwriter Services and Rule G-17 Disclosure in connection with the Districts intended Special Assessments Bonds Issuance.
7. Authorization to advertise for Proposals for Engineering services for the District.
8. Consideration of **Resolution 2021-1**, a Resolution of the Board of Supervisors of the Palermo Community Development District Authorizing the Joinder to the Plat of Crane Landing and acceptance of responsibility for dedications to the District for ownership, Operation and Maintenance of District infrastructure within the boundaries of the Plat of Crane Landing.
9. Consideration of an Agreement regarding the Acquisition of Certain Work Product, Infrastructure and Real Property between Palermo Community Development District, and Lennar Homes Corporation.
10. Consideration of **Resolution 2021-2**, a Resolution Of The Board Of Supervisors Of The Palermo Community Development District Expressing Its Intent To Utilize The Uniform Method Of Levying, Collecting, And Enforcing Non- Ad Valorem Assessments Which May Be Levied By The Palermo Community Development District In Accordance With Section 197.3632, Florida Statutes
11. Staff Reports
  - a) District Attorney
  - b) District Engineer
  - c) District Manager
12. Supervisor's Requests and Audience Comments
13. Adjournment

The Second Order of Business is the Consideration of the minutes from the September 18, 2020 Regular meeting.

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The Third Order of Business is the Consideration of a proposal from Greenberg Traurig, P.A. to serve as Bond Counsel in connection with the issuance by the Palermo Community Development District of the planned Special Assessment Bonds, Series 2021 to finance the District's public improvement plan.

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The Fourth Order of Business is the Consideration of proposal for District Counsel and General Legal Representation from the Law Firm of Coleman, Yovanovich, & Koester.

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The Fifth Order of Business is the Consideration of a proposal from BEI Engineering Group (Banks Engineering) regarding an Agreement for Interim Engineering Services for the Palermo Community Development District.

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The Sixth Order of Business is the Consideration of an Agreement for FMS Bonds to provide Underwriter Services and Rule G-17 Disclosure in connection with the Districts intended Special Assessments Bonds Issuance.

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The Seventh Order of Business is the Authorization to advertise for Proposals for Engineering services for the Palermo Community Development District. Pursuant to section 189.441 Florida Statutes; Contracts for the construction of projects and for any other purpose of the District may be awarded by the District in a manner that will best promote free and open competition, including advertisement for competitive bids. Each contractor doing business within the District is required to be licensed by the state or local general-purpose governments and must maintain the license during the term of the contract with the District. The District may prescribe bid security requirements and other procedures in connection with the award of contracts which protect the public interest.

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The Eighth Order of Business is the consideration of Resolution 2021-1 a Resolution of the Board of Supervisors of the Palermo Community Development District Authorizing the Joinder to the Plat of Crane Landing and acceptance of responsibility for dedications to the District for ownership, Operation and Maintenance of District infrastructure within the boundaries of the Plat of Crane Landing.

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The Ninth Order of Business is the Consideration of an Agreement regarding the Acquisition of Certain Work Product, Infrastructure and Real Property between Palermo Community Development District, and Lennar Homes Corporation.

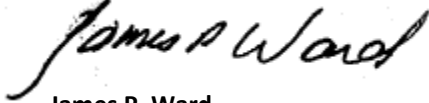


The Tenth Order of Business is the consideration of Resolution 2021-2, a Resolution of the Board of Supervisors of the Palermo Community Development District expressing its intent to utilize the Uniform Method of levying, collecting, and enforcing Non- Ad Valorem Assessments which may be levied by the Palermo Community Development District in accordance with section 197.3632, Florida Statutes.

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If you have any questions and/or comments before the meeting, please do not hesitate to contact me directly at (954) 658-4900.

**Palermo Community Development District**

A handwritten signature in black ink that reads "James P. Ward". The signature is written in a cursive, flowing style.

**James P. Ward**  
**District Manager**

**MINUTES OF MEETING  
PALERMO  
COMMUNITY DEVELOPMENT DISTRICT**

The Regular Meeting of the Board of Supervisors of the Palermo Community Development District was held on Friday, September 18, 2020 at 8:30 a.m., at the offices of Lennar Homes, LLC, 10481 Six Mile Cypress Parkway, Ft. Myers, Florida 33966.

**Present:**

Russell Smith  
Scott Edwards  
Dalton Drake

Chairperson  
Assistant Secretary  
Assistant Secretary

**Absent:**

Steve Gabor  
David Negip

Vice Chairperson  
Assistant Secretary

**Also present were:**

James P. Ward

District Manager

**Audience:**

All resident's names were not included with the minutes. If a resident did not identify themselves or the audio file did not pick up the name, the name was not recorded in these minutes.

**PORTIONS OF THIS MEETING WERE TRANSCRIBED VERBATIM. ALL VERBATIM PORTIONS  
WERE TRANSCRIBED IN *ITALICS*.**

**FIRST ORDER OF BUSINESS**

**Call to Order**

District Manager James P. Ward called the meeting to order at approximately 8:36 a.m. He reported with the State of Emergency in Florida, and pursuant to Executive Orders 20-69, 20-112, 20-114, and 20-150, 20-179 and 20-193 issued by Governor DeSantis on March 20, 2020, April 29, 2020, May 8, 2020, June 23, 2020, and July 29, 2020, respectively and pursuant to Section 120.54(5)9b)2., Florida, Statutes, this meeting was held utilizing communication media technology due to the current COVID-19 public health emergency. He explained all attendees were present via videoconference or telephone. He conducted roll call; all Members of the Board were present, with the exception of Mr. Gabor and Mr. Negip, constituting a quorum.

**SECOND ORDER OF BUSINESS**

**Consideration of Minutes**

**August 21, 2020 Landowner's Meeting**

Mr. Ward asked for the Landowner's Meeting to be accepted for purposes of inclusion in the record.

**On MOTION made by Mr. Russell Smith, seconded by Mr. Scott Edwards, and with all in favor, the August 21, 2020 Landowners Meeting minutes were accepted for purposes of inclusion in the record only.**

**THIRD ORDER OF BUSINESS****Consideration of Resolution 2020-1**

**Consideration of Resolution 2020-1 canvassing and certifying the results of the landowner's election of Supervisors held pursuant to Section 190.006(2), Florida Statutes**

Mr. Ward reported Dalton Drake, David Negip, Russell Smith, Scott Edwards, and Steve Gabor were elected to the Board; Mr. Smith and Mr. Gabor received 395 votes and would serve four-year terms; Mr. Drake, Mr. Edwards and Mr. Negip received 300 votes and would serve two-year terms.

**On MOTION made by Mr. Russell Smith, seconded by Mr. Scott Edwards, and with all in favor, Resolution 2020-1 was adopted, and the Chairperson was authorized to sign.**

**FOURTH ORDER OF BUSINESS****Consideration of Resolution 2020-2**

**Consideration of Resolution 2020-2 a Resolution Re-Designating Certain Officers of the Palermo Community Development District following the landowners Election**

Mr. Ward indicated he would act as Secretary and Treasurer; the Chairperson previously was Mr. Smith, and Mr. Gabor served as Vice Chairperson while the balance of the Board served as Assistant Secretaries. He indicated the Board was free to change the officers; if the Board wished to leave the officers as designated a motion to approve the Resolution was in order.

**On MOTION made by Mr. Russell Smith, seconded by Mr. Scott Edwards, and with all in favor, Resolution 2020-2 was adopted, and the Chairperson was authorized to sign.**

**FIFTH ORDER OF BUSINESS****Staff Reports****a) District Attorney**

No report.

**b) District Engineer**

No report.

**c) District Manager**

No report.

**SIXTH ORDER OF BUSINESS**

**Supervisor's Requests and Audience Comments**

Mr. Ward asked if there were any Supervisor's requests; there were none.

Mr. Ward asked if there were any audience comments; there were none.

**SEVENTH ORDER OF BUSINESS**

**Adjournment**

Mr. Ward adjourned the meeting at approximately 8:41 a.m.

**On MOTION made by Mr. Dalton Drake, seconded by Mr. Russell Smith,  
and with all in favor, the Meeting was adjourned.**

Palermo Community Development District

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Russell Smith, Chairperson

October 12, 2020

Board of Supervisors of the Palermo  
Community Development District  
c/o JPWard & Associates, LLC  
2900 Northeast 12<sup>th</sup> Terrace, Suite 1  
Oakland Park, FL 33334  
Attn: Mr. James P. Ward

Re: Palermo Community Development District  
Special Assessment Bonds, Series 2021

Dear Board of Supervisors:

This letter sets forth Greenberg Traurig, P.A.'s proposal to serve as Bond Counsel in connection with the issuance by the Palermo Community Development District (the "District") of its planned Special Assessment Bonds, Series 2021 (herein, the "Bonds") to finance the District's public improvement plan.

We have extensive experience serving as Bond Counsel for all types of municipal transactions throughout the State of Florida and is a nationally recognized bond counsel firm. We specialize in community development district financings serving as either bond counsel, disclosure counsel or underwriter's counsel. Our tax department is second to none with specialized expertise in the tax analysis associated with, but not limited to, community development district financings in Florida.

As Bond Counsel we would draft the bond documents and resolutions. We will work closely with Underwriter's counsel, Issuer's counsel and the District Manager on all aspects of this proposed financing, including assisting District counsel in the validation of the Bonds and assisting Underwriter's counsel in the preparation of the offering document. At the closing, we will deliver our approving tax opinion regarding the validity of the Bonds and its tax-exempt status.

Our fee for the services rendered would be the lesser of \$55,000, or the number of actual attorney hours incurred. Our fee and expenses would be payable at the time of the closing. If for any reason the Bonds do not close because of a decision of the District, we would bill the District the lesser of our above quoted fees or the actual number of hours incurred by our attorneys and paralegals at their respective rates discounted by 20%.

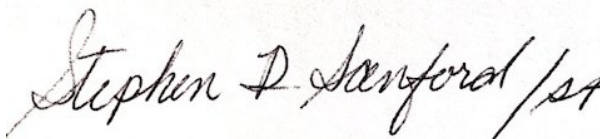
We will also seek reimbursement of our reasonable documented expenses in an amount not to exceed \$1,500. Our fees are payable at, and contingent upon, the closing of the Bonds (other than our expenses which are not contingent on the closing of the Bonds). Our out-of-pocket expenses, for which we will bill the District at the time of delivery of the Bonds, will not include the cost of preparing the final bond transcripts. Such item will be a post-closing matter and will be billed to the District at cost. Our fee assumes that the requirements of Circular 230 will not be applicable to the Bonds; but in any event could not exceed the above stated amounts without notice to the Board of Supervisors of the Issuer.

If our fee proposal is acceptable, please indicate by having an authorized Board member sign below on the extra copy of this letter enclosed herewith and return the same to me.

If any Board member should have any questions regarding this proposal or the role of bond counsel, please do not hesitate to call. I would be the principal shareholder responsible for all work regarding this engagement.

Very truly yours,

GREENBERG TRAURIG, P.A.

A handwritten signature in dark ink that reads "Stephen D. Sanford /st". The signature is written in a cursive, flowing style.

Stephen D. Sanford  
Shareholder

Agreed and Accepted:

PALERMO COMMUNITY  
DEVELOPMENT DISTRICT

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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August 28, 2020

**VIA E-MAIL ONLY** ([jimward@jpwardassociates.com](mailto:jimward@jpwardassociates.com))

Palermo Community Development District  
c/o JPWard & Associates, LLC  
Attention: James P. Ward, District Manager  
2900 Northeast 12th Terrace, Suite 1  
Oakland Park, Florida 33334

**Re: Palermo Community Development District  
Proposal for District Counsel General Legal Representation**

Board of Supervisors:

Thank you for this opportunity to provide you with our proposal for the provision of legal services to Palermo Community Development District. The purpose of this letter is to set forth our proposal for legal representation as District Counsel for Palermo Community Development District.

General representation of the District includes services, as requested by the District, including the following: (i) attendance at meetings of the Board of Supervisors of each district; (ii) preparation and review of contracts; (iii) representation of districts in administrative hearings and before the applicable county commissions; (iv) coordination with district management and supervisors on legal issues; (v) consultation with supervisors on the Government in the Sunshine Law, Public Records Law and ethical issues; and (vi) monitoring compliance by each district with applicable laws and notice requirements. Representation also includes compliance with Section 119.0701, Florida Statutes in relation to public records, as applicable. As required, the disclosure attached as Exhibit "A" is included pursuant to the requirements of Section 119.0701(2)(a), Florida Statutes. For purposes of representing Palermo Community Development District, Gregory L. Urbancic, Esq. would be the primary provider of services to the District.

Our fees for general legal services to be provided to the District will be based upon the amount of time expended by our attorneys and paralegals. The hourly rate to be charged for Greg Urbancic's general legal services to the District would be \$350.00 per hour. The hourly rates for other attorneys in our firm that may work on this matter range from \$150.00 to \$425.00 per hour. Hourly charges for paralegal services are presently \$125.00 per hour. These rates may be modified over time. Our statement reflects the rates in effect at the time invoiced services were performed. It is our practice to charge clients the regularly hourly rate for time for traveling in connection with business for our clients.

Costs or disbursements we advance on the District's behalf will be charged to the District. Such costs will include long distance telephone and toll charges, authorized travel expenses, copying charges, messenger service, expedited mail, filing fees, court costs, recording fees and other out-of-pocket expenses which we reasonably incur in connection with our representation of the District. We will render statements to the District monthly covering services rendered and disbursements incurred during the preceding month. We expect payment of each statement upon its rendition and in no event later than thirty days.



Palermo Community Development District  
Attn: James P. Ward, District Manager  
August 28, 2020  
Page 2 of 2

The District may terminate our representation at any time by notifying us in writing, arranging to pay the final bill, and approving written instructions of the disposition of the papers and property which are in our possession. Upon such termination, the District's papers and property will be returned to the District promptly upon our receipt of payment of outstanding statements for services and disbursements in our final bill. Our files pertaining to the matter will be retained. Termination of services will not affect the District's responsibility to pay for legal services rendered and disbursements incurred before termination and in connection with an orderly transition of the matter.

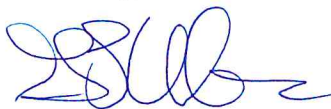
We are subject to the rules of professional conduct, which describe several types of conduct or circumstances which require or allow us to withdraw from representing a client. Nonpayment of fees or disbursements, misrepresentation or failure to disclose material facts, action contrary to our advice and conflict of interest with another client are examples of several such circumstances or conduct. We will try to identify in advance and discuss with you any situation which may lead to our withdrawal. If withdrawal ever becomes necessary, we will immediately give the District written notice of our withdrawal.

The scope of the work described herein does not include work with regard to any proposed issuance of bonds by the District (including any applicable Circuit Court validation, preparing and issuing an issuer's counsel opinion letter, or reviewing engineer's reports and assessment methodologies relating to any bond issue). Should the District pursue such an issuance of bonds in the future, our firm would be willing to provide these services to the District in a manner to be agreed upon at a later date.

To evidence the District's consent to this arrangement, please sign the bottom portion of this letter where indicated and return a copy to us. We appreciate the opportunity to represent the District in this matter and look forward to working with the District. Our representation of the District will commence upon receipt of the executed retention letter.

Please contact us if you have any questions regarding this proposal.

Sincerely,



Gregory L. Urbancic  
For the Firm

THE DISTRICT AGREES TO THE ABOVE TERMS.

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Russell Smith, Chairman,  
Palermo Community Development District

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Date



**EXHIBIT "A"**  
**Disclosure Statement Required by Section 119.0701(2), Florida Statutes**

Public Records. Coleman, Yovanovich & Koester, P.A. ("Contractor") understands and agrees that all documents of any kind provided to the District in connection with this engagement may be public records, and, accordingly, Contractor agrees to comply with all applicable provisions of Florida law in handling such records, including but not limited to Section 119.0701, Florida Statutes. Contractor acknowledges that the designated public records custodian for the District is James P. Ward ("**Public Records Custodian**"). Among other requirements and to the extent applicable by law, Contractor shall 1) keep and maintain public records required by the District to perform the services; 2) upon request by the Public Records Custodian, provide the District with the requested public records or allow the records to be inspected or copied within a reasonable time period at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes; 3) ensure that public records which are exempt or confidential, and exempt from public records disclosure requirements, are not disclosed except as authorized by law for the duration of the engagement and following the engagement if Contractor does not transfer the records to the Public Records Custodian of the District; and 4) upon completion of engagement, transfer to the District, at no cost, all public records in Contractor's possession or, alternatively, keep, maintain and meet all applicable requirements for retaining public records pursuant to Florida laws. When such public records are transferred by Contractor, Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the District in a format that is compatible with Microsoft Word or Adobe PDF formats. Failure of Contractor to comply with Section 119.0701, Florida Statutes may subject Contractor to penalties under Section 119.10, Florida Statutes. Further, in the event Contractor fails to comply with this Section or Section 119.0701, Florida Statutes, District shall be entitled to any and all remedies at law or in equity. The following statement is required to be included pursuant to Section 119.0701(2), Florida Statutes:

**IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (JAMES P. WARD C/O JPWARD & ASSOCIATES, LLC) AT (954) 658-4900, JIMWARD@JPWARDASSOCIATES.COM, OR 2900 NORTHEAST 12TH TERRACE, SUITE 1, OAKLAND PARK, FLORIDA 33334.**

## **ENGINEERING SERVICES AGREEMENT**

**THIS AGREEMENT** (this "Agreement") is made and entered into as of this \_\_\_\_ day of October, 2020 by and between **PALERMO COMMUNITY DEVELOPMENT DISTRICT**, a local unit of special purpose government established and existing pursuant to Chapter 190, Florida Statutes, and the laws of the State of Florida ("District") and **BEI ENGINEERING GROUP, INC. d/b/a Banks Engineering**, a Florida corporation ("Engineer").

**WHEREAS**, the District solicited for proposals to serve as the Engineer for the District in accordance with Sections 190.033 and 287.055, Florida Statutes; and

**WHEREAS**, the Engineer submitted a proposal to serve in this capacity; and

**WHEREAS**, the District's Board of Supervisors ranked the Engineer as the number one most qualified firm to serve as the Engineer for the District and authorized negotiation of a contract; and

**WHEREAS**, the District intends to employ the Engineer to perform engineering, surveying, planning, landscaping, environmental management and permitting, and such other services as deemed necessary by the District, as defined in separate work authorizations; and

**WHEREAS**, the Engineer shall serve as the District's professional representative in each service or project to which this Agreement applies and will provide the required services defined in separate work authorizations to the District during the performance of his services.

**NOW THEREFORE**, for and in consideration of the premises, the mutual covenants herein contained, the act and deeds to be performed by the parties, the receipt and sufficiency of which are hereby acknowledged, it is mutually covenanted and agreed as follows:

### **ARTICLE 1. SCOPE OF SERVICES**

**A.** The Engineer will provide general engineering services, as authorized by the Board of Supervisors and supervised by the District's Manager or directed by the District Manager, including:

- 1.** Prepare any necessary reports and attend meetings of the District's Board of Supervisors; and
- 2.** Assistance in meeting with necessary parties pertaining to bond issues, special reports, feasibility studies or other tasks; and
- 3.** Performance of any other duties related to the provision of infrastructure and services.

**B.** The Engineer shall prepare construction drawings and specifications for the type of work as authorized by the Board of Supervisors of the District and directed by the District's Manager. This may include rendering assistance in the drafting of forms,

## **ENGINEERING SERVICES AGREEMENT**

proposals and contracts, issuance of certificates of construction and payment, assisting and supervising the bidding processes, and any other activity required by the District.

**C.** The Engineer shall provide general services during the construction phase of a project as authorized by the District and supervised by the District's Manager which may include the following:

- 1.** Periodic visits to the site, or full-time services, as directed by the District; and
- 2.** Processing of contractors' pay estimates; and
- 3.** Final inspection and requested certificates for construction including the final certification of construction; and
- 4.** Consultation and advice during construction, including performing all roles and actions required of any construction contract between the District and any contractor(s) in which the Engineer is named as owner's representative or "Engineer"; and
- 5.** Any other activity related to construction as authorized by the District.
- 6.** Land surveying;
- 7.** Topographic surveying;
- 8.** Staking and layout work for construction;
- 9.** Tests of material and underground explorations; and
- 10.** Aerial photographs.

**D.** The Engineer will assign a project manager to the District, notifying the District in writing, which project manager shall be the primary contact person for the Engineer.

**E.** In those instances where the Engineer believes that a task, work or project requires additional personnel, the Engineer shall obtain the prior written approval of the District. The Engineer shall optimize the resources available through the District staff before utilizing additional Engineer personnel.

**F.** Each project shall utilize standard project management methodology.

**G.** The District retains the right to at any time, without penalty or charge, suspend any previously authorized work, task or project, by providing written notice to the Engineer, provided however that the District shall be responsible to pay the Engineer for all authorized work performed prior to receipt by Engineer of the notice of suspension.

**H.** The District retains the right to obtain other engineering services.

**I.** The professional services to be provided by Engineer shall comply with all applicable laws, statutes, ordinances, codes, orders (including, without limitation, the PUD Ordinance), rules and regulations, and shall be performed with the degree of care

## **ENGINEERING SERVICES AGREEMENT**

and diligence and in accordance with the professional standards of professional engineers practicing in the State of Florida. The services shall be performed within the standards of the industry. In the event of any conflict between the rules, regulations and ordinances promulgated by the various governmental authorities controlling construction of improvements, Engineer covenants and agrees that it will design such improvements in accordance with the standards of the industry.

### **ARTICLE 2. METHOD OF AUTHORIZATION/SCHEDULE**

**A.** Each service or project shall be authorized in writing by the District. The written authorization shall be incorporated in a Work Authorization that shall include the scope of work, compensation, and special provisions or conditions specific to the service or project being authorized. Authorization of services or projects under the contract shall be at the sole option of the District and as agreed to by the Engineer.

**B.** Engineer shall perform its obligations under this Agreement as expeditiously and efficiently as are consistent with professional skill and care and the orderly progress of the construction of the District's facilities and improvements and meet such project schedules as may be developed by District and consistent with information provided to Engineer by District and applicable government agencies. Engineer agrees that all services shall be provided in such a manner as to meet District's reasonable expectation and to provide Engineer's best efforts to ensure the timely progression of the work being performed by the District.

### **ARTICLE 3. COMPENSATION**

It is understood and agreed that the payment of compensation for services under this contract shall be stipulated in each Work Authorization. One of the following methods shall be utilized:

**Lump Sum Amount.** For services or projects where the District and Engineer mutually agree to a maximum lump sum amount for the services to be rendered payable monthly in direct proportion to the work accomplished.

**Hourly Personnel Rates.** For services or projects where the scope of services is not capable of being clearly defined or recurring services or other projects where the District desires the use of the hourly compensation rates, the services shall be charged at the Engineer's current and best rates, a current copy of which is outlined in Schedule A, attached hereto and made a part hereof. If requested by the District, Engineer shall provide the District with written updates of said rate schedule.

## **ENGINEERING SERVICES AGREEMENT**

### **ARTICLE 4. REIMBURSABLE EXPENSES**

Reimbursable expenses consist of actual expenditures made by the Engineer, its employees, or its consultants in the interest of District authorized work for the incidental expenses listed as follows:

- A.** Expenses of transportation and living when traveling in connection with the project, for long distance calls and facsimiles, and fees paid for securing approval of authorities having jurisdiction over the Project. Requests for reimbursements for all such Expenditures shall be made in accordance with Chapter 112, Florida Statutes and with the District's travel policy.
- B.** Actual expense of reproduction, postage and handling of drawings, and specifications except those use for in-house purposes by Engineer.

### **ARTICLE 5. SPECIAL CONSULTANTS**

When authorized in writing by the District, additional special consulting services shall be paid for at the actual cost of the special consultant without any markup by the Engineer.

### **ARTICLE 6. BILLING AND ACCOUNTING RECORDS**

Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof. The Engineer, when billing based upon an hourly basis shall record the time expended in increments not less than two-tenths (.2) of an hour, with an accompanying detailed explanation for each time entry. Records of the Engineer pertaining to the services provided hereunder shall be kept on a basis of generally accepted accounting principles and shall be available to the District or its authorized representative for observation or audit at mutually agreeable times. The Engineer shall not charge for time expended in billing preparation or review or for internal administration of this Agreement. The Engineer acknowledges that the provisions of Article 14 of this Agreement may apply to such records.

### **ARTICLE 7. OWNERSHIP OF PLANS**

All plans produced by the Engineer shall immediately become property of the District.

### **ARTICLE 8. REUSE OF DOCUMENTS**

All documents including drawings and specifications furnished by the Engineer pursuant to this Agreement are instruments of service. They are not intended or represented to be suitable for reuse by the District or others on extensions of the work for which they were provided or on any other project. Any reuse without specific written consent by the Engineer will be at the District's sole risk and without liability or legal exposure to the Engineer.

## ENGINEERING SERVICES AGREEMENT

### **ARTICLE 9. ESTIMATE OF COST**

Since the Engineer has no control over the cost of labor, materials or equipment, a contractor's(s') methods of determining prices, competitive bidding or market conditions, any opinions of probable cost provided as a service hereunder are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry, but the Engineer cannot and does not guarantee that proposals, bids, or the construction costs will not vary from opinion of probable cost prepared by the contractor. If the District wishes greater assurance as to the construction costs, it shall employ an independent cost estimator at its own expense. Services to modify approved documents to bring the construction cost within any limitation established by the District will be considered additional services and may justify additional fees.

### **ARTICLE 10. INSURANCE**

The Engineer shall, at its own expense, maintain insurance during the performance of its services under this Agreement, with limits of liability not less than the following:

<b>Workers Compensation</b>	<b>Statutory</b>
General Liability <ul style="list-style-type: none"><li>• Bodily Injury (including Contractual)</li><li>• Property Damage (including Contractual)</li></ul>	\$1,000,000/ \$2,000,000 \$1,000,000/ \$2,000,000
Automobile Liability (if Applicable) <ul style="list-style-type: none"><li>• Bodily Injury</li><li>• Property Damage</li></ul>	\$1,000,000/ \$1,000,000 \$1,000,000
Professional Liability for Errors and Omissions	\$1,000,000/\$2,000,000

The Engineer shall provide the District with a certificate evidencing compliance with the above terms and naming the District as an additional insured on general and automobile liability policies. The Engineer shall require that the insurer provide the District with thirty (30) days notice of cancellation and provide written certification thereof. At no time shall the Engineer be without insurance in the above amounts.

### **ARTICLE 11. CONTINGENT FEE**

The Engineer warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Engineer, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Engineer, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

## **ENGINEERING SERVICES AGREEMENT**

### **ARTICLE 12. AUDIT**

The Engineer agrees that the District or any of its duly authorized representatives shall, until the expiration of five years after expenditure of funds under this Agreement, have access to and the right to examine any books, documents, papers, and records of the Engineer involving transactions related to the Agreement. The Engineer agrees that payment made under this Agreement shall be subject to reduction for amounts charged thereto that are found on the basis of audit examination not to constitute allowable costs. All required records shall be maintained until an audit is completed and all questions arising therefrom are resolved, or five years after completion of all work under the Agreement. At the end of said time period, the Engineer shall turn over District records to the District and will be reimbursed for the actual costs to do so.

### **ARTICLE 13. INDEMNIFICATION**

The Engineer agrees, to the fullest extent permitted by law, to indemnify, defend, and hold the District, its Board members, officers, agents, employees harmless of and from any and all liabilities, claims, costs, expenses, causes of action, demands, suits, or losses (including attorneys' fees and costs) arising from the negligent or wrongful acts, errors, or omissions, or the misconduct, of the Engineer, the Engineer's agents, or its employees, in the performance of professional services under this Agreement. The Engineer agrees and covenants that nothing herein shall constitute or be construed as a waiver of the District's sovereign immunity pursuant to section 768.28, F.S. The terms and provisions of this Article shall survive the expiration or termination of this Agreement.

### **ARTICLE 14. PUBLIC RECORDS**

The Engineer agrees and understands that Chapter 119, Florida Statutes, may be applicable to documents prepared in connection with the work provided to the District by Engineer. The Engineer shall allow access to all documents, papers, letters, or other materials subject to the provisions of Chapter 119, F.S. The District shall have the right to unilaterally cancel this Agreement for refusal by the Engineer to allow public access to all documents, papers, letters, or other materials that are subject to the provisions of Chapter 119, F.S. and made or received by the Engineer in conjunction with this Agreement.

### **ARTICLE 15. EMPLOYMENT VERIFICATION**

The Engineer agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control Act of 1986, of all persons it employs in the performance of this Agreement.

## **ENGINEERING SERVICES AGREEMENT**

### **ARTICLE 16. CONTROLLING LAW**

The Engineer and the District agree that this Agreement shall be controlled and governed by the laws of the State of Florida. The parties to this Agreement acknowledge venue as lying in Lee County, Florida and further agree that all litigation arising out of this Agreement or the services provided hereunder shall be in the Florida state court of appropriate jurisdiction in Lee County, Florida.

### **ARTICLE 17. ASSIGNMENT AND AMENDMENT**

Neither the District nor the Engineer shall assign, sublet, or transfer any rights under or interest in this Agreement without the express written consent of the other. Nothing in this paragraph shall prevent the Engineer from employing such independent professional associates and consultants, as the Engineer deems appropriate, pursuant to Article 5 herein. Amendment to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

### **ARTICLE 18. TERMINATION**

This Agreement shall commence upon execution of this Agreement by both parties and shall continue until terminated in accordance with the provisions herein. The District may terminate this Agreement, in whole or in part, for non-performance by the Engineer or for convenience and without cause, at the District's discretion, by providing thirty (30) days written notice to the Engineer of the District's intent to terminate. The Engineer may terminate this Agreement without cause upon ninety (90) days written notice. At such time as the Engineer receives notification of the intent of the District to terminate the Agreement, the Engineer shall not perform any further services unless directed to do so by the Board of Supervisors. In the event of any termination, the Engineer will be paid for services rendered to the date of termination and all reimbursable expenses incurred to the date of termination.

### **ARTICLE 19. RECOVERY OF COSTS AND FEES**

In the event either party is required to enforce this Agreement by court proceedings or otherwise, to the extent permitted by law, the prevailing party shall be entitled to recover from the other party its reasonable attorneys' fees and costs, including those associated with any appeal.

### **ARTICLE 20. INDEPENDENT CONTRACTOR**

In all matters relating to this Agreement, the Engineer shall be acting as an independent contractor. Neither the Engineer nor employees of the Engineer, if any, are employees of the District under the meaning or application of any federal or state Unemployment or Insurance Laws or Old Age Laws or otherwise. The Engineer agrees to assume all liabilities or obligations imposed by anyone or more of such laws with respect to employees of the Engineer, if any, in



## **ENGINEERING SERVICES AGREEMENT**

the performance of this Agreement. The Engineer shall not have any authority to assume or create any obligation, expressed or implied, on behalf of the District and the Engineer shall have no authority to represent as agent, employee, or in any other capacity the District unless set forth differently herein.

### **ARTICLE 21. NOTICES**

Any notice provided by this Agreement to be served in writing upon either of the parties shall be deemed sufficient if hand delivered, sent by commercial overnight courier, or mailed by registered or certified mail, return receipt requested, to the authorized representative of the other party at the addresses below or to such other addresses as the parties hereto may hereafter designate in writing. Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of certified mailing, such notice shall be effective from the date the same is deposited in the mail with postage prepaid. The addresses for notice purposes are as follows:

IF TO ENGINEER:	BEI Engineering Group, Inc. d/b/a Banks Engineering 10511 Six Mile Cypress Pkwy, Suite 101 Fort Myers, Florida 33966 Attention: Mr. David Underhill
IF TO DISTRICT:	Palermo Community Development District 2900 NE 12 <sup>th</sup> Terrace, Suite 1 Oakland Park, Florida 33334 Phone: 954-658-4900 E-Mail: <a href="mailto:JimWard@JimWardAssociates.com">JimWard@JimWardAssociates.com</a> Fax: Not Applicable Attention: Mr. James P. Ward
WITH A COPY TO:	Coleman, Yovanovich & Koester, P.A. 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103 Phone: 239-435-3535 Attention: Mr. Greg Urbancic

### **ARTICLE 21. OBJECTIVE CONSTRUCTION AND ACCEPTANCE**

This Agreement reflects the negotiated agreement of the parties, each represented by competent legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

## ENGINEERING SERVICES AGREEMENT

### **ARTICLE 22. SEVERABILITY**

Should any clause, paragraph, or other part of this Agreement be held or declared void or illegal, for any reason, by any court having competent jurisdiction, all other clauses, paragraphs or parts of this Agreement shall nevertheless remain in full force and effect.

### **ARTICLE 23. ACCEPTANCE**

Acceptance of this Agreement is indicated by the signature of the authorized representative of the District and the Engineer in the spaces provided below.

*{Signatures appear on the following page}*

## ENGINEERING SERVICES AGREEMENT

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

Attest:

**PALERMO COMMUNITY DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
Russell Smith, Chairman

**ENGINEER:**

**BEI Engineering Group, Inc.  
d/b/a Banks Engineering.**

By:  \_\_\_\_\_  
David Underhill, Vice President

**SCHEDULE A**

**fmsbonds**  
**Municipal Bond Specialists**

20660 W. Dixie Highway  
North Miami Beach, FL 33180

October 19, 2020

Palermo Community Development District  
c/o JPWard & Associates, LLC  
2900 N.E. 12<sup>th</sup> Terrace, Suite 1  
Oakland Park, Florida 33334  
Attn: Mr. James P. Ward

Re: Agreement for Underwriter Services & Rule G-17 Disclosure

Dear Mr. Ward:

Thank you for the opportunity to work with the Palermo Community Development District (the "District") regarding the underwriting of the District's Special Assessment Bonds, Series 2020 (the "Bonds"). The District and FMSbonds, Inc. ("FMS"), solely in its capacity as Underwriter, agree to the proposed terms set forth herein in Attachment I. By executing this letter both parties agree to the terms set forth herein.

FMS's role is limited to act as Underwriter within the Scope of Services set forth herein as Attachment I, and not as a financial advisor or municipal advisor. FMS is not acting as a municipal advisor for the developer in connection with the subject transaction. Any information that FMS has previously provided was solely for discussion purposes in anticipation of being retained as your underwriter. Attachment II, attached hereto, contains the Municipal Securities Rulemaking Rule Board Rule G-17 Disclosure that the District should read in its entirety and acknowledge by signing below.

We look forward to working with you.

Yours truly,

**FMSbonds, Inc.**

By: 

Name: Jon Kessler

Title: Executive Director

Agreed to and accepted as of the date first written above:

**PALERMO COMMUNITY  
DEVELOPMENT DISTRICT**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

## ATTACHMENT I

**Section 1     Scope of Services of FMS:** FMS proposes that its duties as Underwriter shall be limited to the following:

1. To provide advice to the District on the structure, timing and terms of the Bonds;
2. To coordinate the financing process;
3. To conduct due diligence;
4. To assist in the preparation of an offering memorandum;
5. To review the assessment methodology and Bond documents;
6. To market and offer Bonds to investors.

**Section 2     Terms and Conditions:**

1. Underwriter Fee ("Underwriting Fee"). FMS shall act as sole lead underwriter. The Underwriting Fee to FMS for acting as Underwriter shall be 2% of the Par Amount of any Bonds issued. The Underwriting Fee shall be due and payable only upon the closing of the Bonds. The Underwriting Fee may be modified pursuant to a bond delegation or award resolution approved by the Board and consented to by the Underwriter.
2. Price and Interest Rates: The offering price and interest rates are expected to be based on recent comparable transactions in the market, if any. FMS and the District will jointly determine the offering price and interest rates immediately prior to the start of the order period, based on market conditions then prevailing.
3. Bond Purchase Agreement. The obligations of the Underwriter and those of the District would be subject to the satisfactory completion of due diligence and to the customary representations, warranties, covenants, conditions, including provisions respecting its termination contained in the form of a bond purchase agreement FMS will prepare and as generally used in connection with the offering of Bonds for this type of transaction.
4. Costs of Issuance. The District shall be responsible for the payment of all expenses relating to the offering, including but not limited to, attorney fees, consultant fees, costs associated with preparing offering documents, if any, the purchase agreement, regulatory fees and filing fees and expenses for qualification under blue sky laws designated by FMS and approved by the District.
5. Assumptions. The proposed terms and statements of intention set forth in this agreement are based on information currently available to FMS about the District and the market for special assessment bonds similar to the Bonds and the assumptions that:

- a) the financial condition and history of the project shall be substantially as understood, and the financial information for the relevant and appropriate period ended to be included in the final offering memorandum will not vary materially from those set forth in the material furnished to FMS;
  - b) no adverse developments shall occur which materially and adversely affect the underlying security and financial condition of the district;
  - c) the offering memorandum will comply with all applicable laws and regulations;
  - d) there will not be any unanticipated substantial delays on the part of the District in completing the transaction; and
  - e) all conditions of the Underwriter to purchase Bonds will be included in the bond purchase agreement and conditions shall be satisfied or waived, in the sole discretion of the Underwriter.
6. Information. The District agrees to reasonably and actively assist FMS in achieving an underwriting that is satisfactory to FMS and the District. To assist FMS in the underwriting the District will (a) provide and cause the District's staff and its professionals to provide FMS upon request with all information reasonably deemed necessary by FMS to complete the underwritings, included but not limited to, information and evaluations prepared by the District and its advisors; and (b) otherwise assist FMS in its underwriting efforts.
7. Term of Engagement. The term of this Agreement shall commence as of the date of this Agreement and continue in full force and effect unless terminated by either party. In event of termination by the District without cause, FMS shall be entitled to recover its reasonable out of pocket expenses incurred up to the date of termination.
8. No Commitment. Notwithstanding the foregoing, nothing herein shall constitute an agreement to provide a firm commitment, underwriting or placement or arrangement of any securities by FMS or its affiliates. Any such commitment, placement or arrangement shall only be made a part of an underwriting agreement or purchase agreement at the time of the sale of the bonds.

The engagement contemplated hereby and this agreement are solely for the benefit of the District and FMS and their respective successors, assigns and representatives and no other person or entity shall acquire or have any right under or by virtue hereof.

This Agreement contains the entire understanding of the parties relating to the transactions contemplated hereby and this Agreement supersedes all prior agreements, understandings and negotiations with respect thereto. This Agreement may be executed in counterparts each of which shall be an original but all of such counterparts shall constitute one and the same instrument.

9. No Financial Advisor. FMS's role is limited to that of an Underwriter and not a Financial Advisor or Municipal Advisor.

## ATTACHMENT II

**MSRB Rule G-17 Disclosure** --- The District has engaged FMS to serve as underwriter, and not as a financial advisor or municipal advisor, in connection with the issuance of the Bonds. As part of our services as underwriter, FMS may provide advice concerning the structure, timing, terms, and other similar matters concerning the issuance of the Bonds. We may also have provided such advice as part of the process of seeking to be selected to serve as your underwriter. Any such advice was provided by FMS as an underwriter and not as your financial advisor in this transaction.

Pursuant to the Notice, we are required by the MSRB to advise you that:

- MSRB Rule G-17 requires an underwriter to deal fairly at all times with both municipal issuers and investors.
- The underwriter's primary role is to purchase the Bonds with a view to distribution in an arm's-length commercial transaction with the Issuer. As such, the underwriter has financial and other interests that differ from those of the Issuer.
- Unlike a municipal advisor, the underwriter does not have a fiduciary duty to the Issuer under the federal securities laws and are, therefore, not required by federal law to act in the best interests of the Issuer without regard to their own financial or other interests.
- The underwriter has a duty to purchase the Bonds from the Issuer at a fair and reasonable price, but must balance that duty with its duty to sell the Bonds to investors at prices that are fair and reasonable.
- As underwriter, we will review the disclosure document for the Bonds in accordance with, and as part of, our responsibilities to investors under the federal securities laws, as applied to the facts and circumstances of this transaction.<sup>1</sup>

The underwriter will be compensated by a fee and/or a fee that will be set forth in the bond purchase agreement to be negotiated and entered into in connection with the issuance of the Bonds. Payment or receipt of the underwriting fee or discount will be contingent on the closing of the transaction and the amount of the fee or discount may be based, in whole or in part, on a percentage of the principal amount of the Bonds. While this form of compensation is customary in the municipal securities market, it presents a conflict of interest since an underwriter may have an incentive to recommend a transaction that is unnecessary or to recommend that the size of a transaction be larger than is necessary. The District acknowledges no such recommendation has been made by FMS.

Please note nothing in this letter is an expressed nor an implied commitment by us to provide financing or to purchase or place the Bonds or any other securities. Any such commitment shall

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<sup>1</sup> Under federal securities law, an issuer of securities has the primary responsibility for disclosure to investors. The review of the offering document by the underwriters is solely for purposes of satisfying the underwriters' obligations under the federal securities laws and such review should not be construed by an issuer as a guarantee of the accuracy or completeness of the information in the offering document.

only be set forth in a bond purchase agreement or other appropriate form of agreement for the type of transaction undertaken by you.

Further, our participation in the transaction contemplated herein remains subject to, among other things, the execution of a bond purchase agreement (or other appropriate form of agreement), further internal review and approvals, satisfactory completion of our due diligence investigation and market conditions.

FMS is acting independently in seeking to act as an underwriter in the transactions contemplated herein and shall not be deemed for any purpose to be acting as an agent, joint venturer or partner of any other principal involved in the proposed financing. FMS assumes no responsibility, express or implied, for any actions or omissions of, or the performance of services by, the other underwriters in connection with the transactions contemplated herein or otherwise.

If you or any other Issuer representatives have any questions or concerns about these disclosures, please make those questions or concerns known immediately to FMS. In addition, Issuer should consult with its own financial, municipal, legal, accounting, tax and other advisors, as applicable, to the extent it deems appropriate. Depending on the final structure of the transaction that the District and FMS decide to pursue, or if additional actual or perceived material conflicts are identified, we may be required to send you additional disclosures.



**PALERMO COMMUNITY DEVELOPMENT DISTRICT  
REQUEST FOR QUALIFICATIONS – DISTRICT ENGINEER**

**NOTICE IS HEREBY GIVEN** that the Palermo Community Development District, located in Lee County, Florida announces that professional District engineering services will be required on a continuing basis, with services to include planning, preparing reports and preparing plans, designs and specifications on behalf of the District. The District is established pursuant to the provisions of Chapter 190 F.S..

The engineering firm selected will act in the general capacity of District Engineer and provide the District with engineering services, as required. Any firm or individual desiring to provide professional services to the District must furnish a resume of its qualifications and past experience on Standard Form No. 330 with pertinent supporting data.

The District will review all applicants and will comply with the State procedures as established by the Consultants' Competitive Negotiations Act, Section 287.055, Florida Statutes. All applicants interested must submit **one (1) pdf file electronically on a USB Drive** to the District Manager of Standard Forms No. 254 and 255 (or such other forms that have replaced forms 254/255) and letter of interest by **5:00 P.M., on Monday, December 10, 2020. Additionally, five (5) printed and bound submittals, shall be submitted to the address below. All applicants must ensure delivery of the electronic submittal by contacting the District Manager.**

If applicants have any questions, they may contact the District Manager at (954) 658-4900, [jimward@jpwardassociates.com](mailto:jimward@jpwardassociates.com) or at **2900 NE 12<sup>th</sup> Terrace, Suite 1, Oakland Park, FL 33334.**

**Palermo Community Development District  
James P. Ward  
District Manager**

**Publish Ad Date: November 29, 2020**

## RESOLUTION NO 2021-1

### A RESOLUTION OF THE BOARD OF SUPERVISORS OF PALERMO COMMUNITY DEVELOPMENT DISTRICT AUTHORIZING THE JOINDER TO THE PLAT OF CRANE LANDING AND ACCEPTANCE OF RESPONSIBILITY FOR DEDICATIONS TO THE DISTRICT FOR OWNERSHIP, OPERATION AND MAINTENANCE OF DISTRICT INFRASTRUCTURE WITHIN THE BOUNDARIES OF THE PLAT OF CRANE LANDING; AND PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

**WHEREAS**, Palermo Community Development District (the "District"), was established by Ordinance No. 07-05 adopted by the Board of County Commissioners of Lee County, Florida on March 27, 2007 pursuant to Chapter 190, Florida Statutes, as amended; and

**WHEREAS**, Chapter 190, Florida Statutes grants to the District the authority to own, operate and maintain surface water management systems, roads and other infrastructure; and

**WHEREAS**, the District has the authority to construct, acquire and/or maintain improvements within the District, including surface water management systems, roads and other District infrastructure; and

**WHEREAS**, U.S. Home Corporation has advised the District that it intends to subdivide property within the District through the recording the subdivision plat of Crane Landing (the "Plat"), a copy of which is attached as Exhibit "A". The Plat includes various dedications to the District; and

**WHEREAS**, the Administrative Code of Lee County requires that a community development district must affirmatively accept the dedications on a plat and any corresponding maintenance responsibilities by joining in the execution of a plat or by submitting an executed resolution from the Board of Supervisors of the community development district stating that the community development district accepts the designated dedications and corresponding maintenance responsibility; and

**WHEREAS**, the Board of Supervisors of the District (the "Board") desires to authorize the joinder by the CDD in the Plat and acknowledge the acceptance of dedications and maintenance responsibilities shown on the Plat as provided in this Resolution.

**NOW, THEREFORE**, be it resolved by the Board as follows:

1. Incorporation of Recitals. The foregoing recitals are true and correct and are incorporated into and form a material part of this Resolution by this reference.
2. Authority. This Resolution is adopted pursuant to the provisions of Chapter 190, Florida Statutes.
3. Authorizing Execution. The District does hereby authorize and approve the execution and delivery of the Plat by the Chairman (or the Vice Chairman in the Chairman's absence) substantially in the form attached hereto as Exhibit "A", with such changes therein as

shall be approved by the Chairman (or the Vice Chairman in the Chairman's absence) executing the same, with such execution to constitute conclusive evidence of such officer's approval and the District's approval of any changes to the Plat. The Secretary of the Board, or in the case of the absence of the Secretary or the inability to act, the Chairman, Vice Chairman or Assistant Secretaries and members of the Board, are hereby designated and authorized on behalf of the Board to attest to the seal of the Board and to the signature of the Chairman or Vice Chairman of the Board as it may appear on the Plat.

4. Acceptance of Maintenance Requirements. The District hereby acknowledges and affirms that it will accept maintenance responsibility for all tracts and easements dedicated to the District, with any applicable maintenance responsibility appearing within the Plat; provided, however, that the District's responsibility for maintenance and operation of the surface water management systems and other facilities and improvements will not commence unless and until the following events: (a) tracts or easement for the surface water management system and other facilities and improvements, as applicable, have been dedicated or conveyed to the District and (b) Lee County has issued Certificate(s) of Compliance (or their equivalent) for the applicable surface water management system and/or other facilities and improvements.

5. Severability. If any section or part of a section of this Resolution is declared invalid or unconstitutional, the validity, force and effect of any other section or part of a section of this Resolution shall not thereby be affected or impaired unless it clearly appears that such other section or part of a section of this Resolution is wholly or necessarily dependent upon the section or part of a section so held to be invalid or unconstitutional.

6. Conflicts. All resolutions or parts thereof in conflict herewith are, to the extent of such conflict, superseded and repealed.

7. Effective Date. This Resolution shall take effect immediately upon its adoption.

**PASSED AND ADOPTED** this 20<sup>th</sup> day of November, 2020.

**PALERMO COMMUNITY DEVELOPMENT  
DISTRICT**

**ATTEST:**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Russell Smith, Chairman

## **Exhibit “A”**

BANKS  
ENGINEERING

PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS  
SERVING THE STATE OF FLORIDA

10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.

CRANE LANDING  
A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 1 OF 20

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 LEE COUNTY.

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.

LEGAL DESCRIPTION

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S 00°12'52" E FOR 100.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELLOW DRIVE (100.00 FEET WIDE PER COUNTY RIGHT-OF-WAY MAP FOR COUNTY PROJECT #4013) AND THE POINT OF BEGINNING; THENCE N 89°59'56" E (100.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 23) FOR 2671.79 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE N 89°55'22" E ALONG SAID PARALLEL FOR 109.51 FEET; THENCE S 11°11'14" E FOR 5331.38 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE N 88°39'48" W ALONG SAID SOUTH LINE FOR 1149.17 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE S 89°50'59" W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 FOR 634.36 FEET; THENCE N 00°02'44" E FOR 567.97 FEET; THENCE S 89°50'59" W FOR 505.06 FEET; THENCE S 00°02'44" W FOR 567.97 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE; THENCE S 89°50'59" W ALONG SAID SOUTH LINE FOR 1519.93 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N 00°02'44" E ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 FOR 2649.76 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1174.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°57'01" FOR 122.02 FEET; THENCE N 05°59'45" E FOR 435.43 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'37" FOR 111.09 FEET; THENCE N 00°12'52" W FOR 882.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'42" FOR 222.33 FEET; THENCE N 12°38'34" W FOR 387.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1174.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'42" FOR 254.86 FEET; THENCE N 00°12'52" W FOR 110.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°44'43" FOR 78.32 FEET; THENCE S 89°57'35" E FOR 124.78 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 385.64 ACRES, MORE OR LESS.

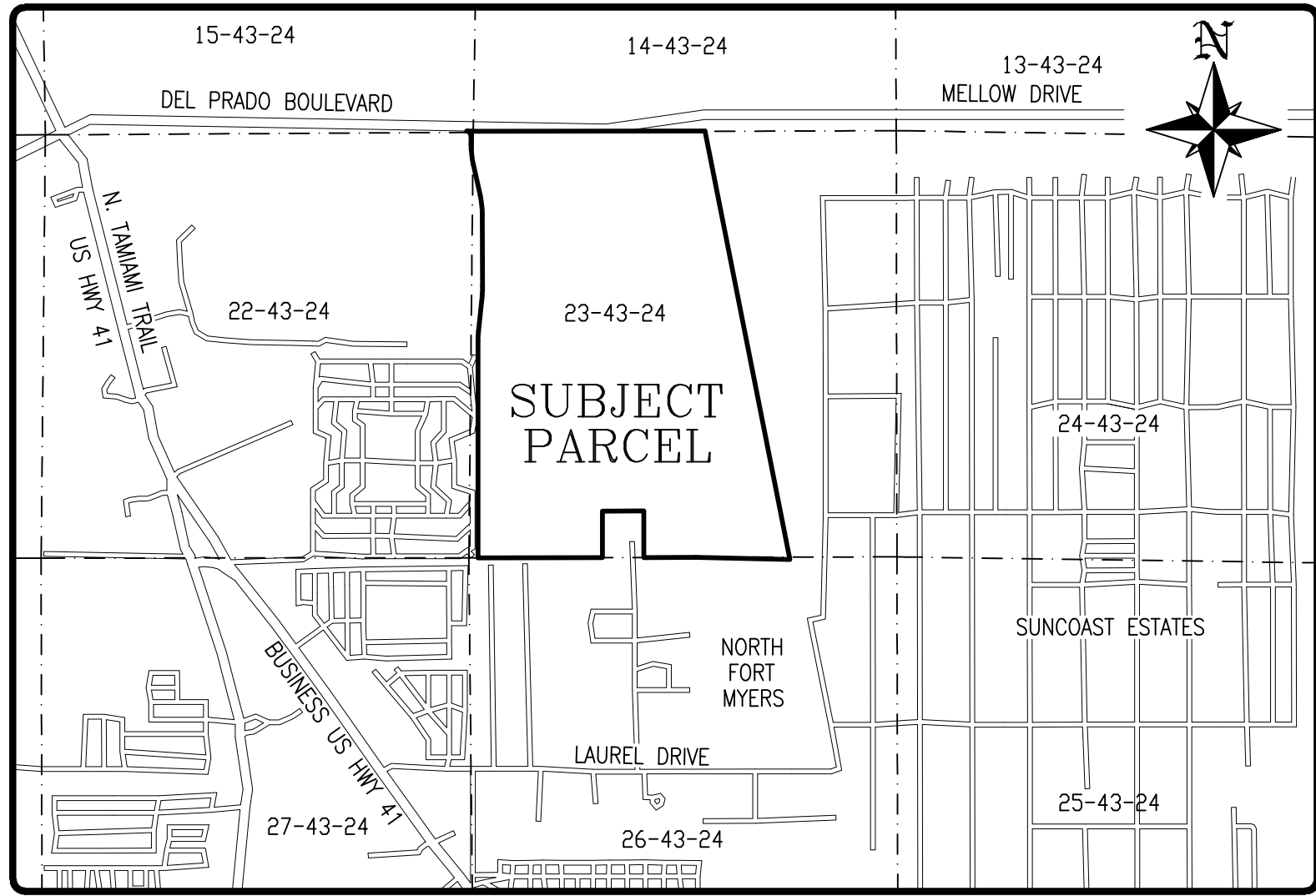
SURVEYOR'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF CRANE LANDING, A SUBDIVISION LYING IN SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WAS PREPARED UNDER MY DIRECTION AND SUPERVISION AND COMPLIES WITH ALL OF THE SURVEY REQUIREMENTS OF CHAPTER 177, PART 1, FLORIDA STATUTES.

I FURTHER CERTIFY THAT THE PERMANENT REFERENCE MONUMENTS (PRM'S) HAVE BEEN PLACED AT THE LOCATIONS SHOWN ON THE PLAT.

ALLEN M. VOSE III  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATION NO. 7191  
BUSINESS CERTIFICATION NO. 6690

DATE: \_\_\_\_\_  
BANKS ENGINEERING  
10511 SIX MILE CYPRESS PARKWAY, SUITE 101  
FORT MYERS, FLORIDA 33966



VICINITY SKETCH  
(NOT TO SCALE)

NOTICE:

LANDS DESCRIBED IN THIS PLAT ARE SUBJECT TO A COMMUNITY DEVELOPMENT DISTRICT ESTABLISHED AND OPERATING PURSUANT TO FLORIDA STATUTES 190.001 ET SEQ. ANY PURCHASER OF A LOT IN THE SUBDIVISION ESTABLISHED BY THIS PLAT IS ADVISED THAT A COMMUNITY DEVELOPMENT DISTRICT MAY ENACT RULES, REGULATIONS AND ASSESSMENTS SEPARATE FROM LEE COUNTY, FLORIDA.

APPROVALS:

THIS PLAT IS ACCEPTED AND APPROVED BY THE BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

BRIAN HAMMAN  
VICE CHAIR

LINDA DOGGETT  
LEE COUNTY CLERK OF COURT

DAVID M. LOVELAND  
DIRECTOR, DEPARTMENT OF  
COMMUNITY DEVELOPMENT

JESSICA SULZER, P.E.,  
MANAGER, DEVELOPMENT SERVICES

JOSEPH A. ADAMS  
ASSISTANT COUNTY ATTORNEY

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

GARY W. RASHFORD, PSM LS 6305  
LEE COUNTY DESIGNATED PSM

CLERK'S CERTIFICATION:

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF CRANE LANDING, A SUBDIVISION LYING IN SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, WAS FILED FOR RECORD AT \_\_\_\_\_ M., THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020, AND DULY RECORDED AS INSTRUMENT NUMBER \_\_\_\_\_ IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LINDA DOGGETT  
CLERK OF CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA

BY: \_\_\_\_\_ BY: \_\_\_\_\_

NAME: \_\_\_\_\_ NAME: \_\_\_\_\_  
SECRETARY CHAIR  
BOARD OF SUPERVISORS

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME BY MEANS OF ( ) PHYSICAL PRESENT OR ( ) ONLINE NOTARIZATION, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020, BY \_\_\_\_\_, AS \_\_\_\_\_ OF THE THE PALERMO DEVELOPMENT DISTRICT, ON BEHALF OF SAID DISTRICT WHO ( ) IS PERSONALLY KNOWN TO ME OR ( ) HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC – STATE OF \_\_\_\_\_ (IF USING STAMP, PERMANENT INK IS REQUIRED)

PRINTED NAME

COMMISSION NO. MY COMMISSION EXPIRES

NOTARY SEAL

ACKNOWLEDGMENT:

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

THE FOREGOING INSTRUMENT WAS SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME BY MEANS OF ( ) PHYSICAL PRESENT OR ( ) ONLINE NOTARIZATION, ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020, BY DARIN McMURRAY, AS VICE PRESIDENT OF U.S. HOME CORPORATION, WHO ( ) IS PERSONALLY KNOWN TO ME OR ( ) HAS PRODUCED \_\_\_\_\_ AS IDENTIFICATION.

NOTARY PUBLIC – STATE OF \_\_\_\_\_ (IF USING STAMP, PERMANENT INK IS REQUIRED)

PRINTED NAME

COMMISSION NO. MY COMMISSION EXPIRES

NOTARY SEAL

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS THAT CL VENTURES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, THE OWNER OF THE HEREIN DESCRIBED LAND HAS CAUSED THIS PLAT OF CRANE LANDING, A SUBDIVISION LYING IN SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA TO BE MADE AND DOES HEREBY DEDICATE:

A. TO CRANE LANDING COMMUNITY ASSOCIATION, INC., ITS SUCCESSORS AND ASSIGNS:

- TRACT "A-1" AS A PRIVATE ROADWAY FOR THE PURPOSE AND RIGHT OF INGRESS, EGRESS, DRAINAGE, IRRIGATION, UTILITIES, LANDSCAPING, LIGHTING, SIGNAGE AND SIDEWALK PURPOSES, WITH RESPONSIBILITY FOR MAINTENANCE, SUBJECT TO THE EASEMENTS DEPICTED HEREON.
- TRACT "B-1" THROUGH TRACT "B-4 FOR COMMON AREAS, IRRIGATION, LANDSCAPING AND HARDSCAPING PURPOSES, WITH RESPONSIBILITY FOR MAINTENANCE AND SUBJECT TO THE EASEMENTS DEPICTED HEREON AND A PUBLIC UTILITY EASEMENT (P.U.E.) AS DEDICATED BELOW.
- TRACT "F-1" FOR FUTURE DEVELOPMENT, SUBJECT TO THE EASEMENT DEPICTED HEREON.
- ALL ACCESS EASEMENTS (A.E.) FOR ACCESS PURPOSES, SUBJECT TO A PUBLIC UTILITY EASEMENT (P.U.E.) AS DEDICATED BELOW.

B. TO PALERMO COMMUNITY DEVELOPMENT DISTRICT, ITS SUCCESSORS AND ASSIGNS, WITH THE RESPONSIBILITY FOR MAINTENANCE:

- TRACT "L-1", TRACT "L-3", AND TRACT "L-4", ALL LAKE MAINTENANCE EASEMENTS (L.M.E.), AND ALL DRAINAGE EASEMENTS (D.E.) FOR SURFACE WATER MANAGEMENT, DRAINAGE AND MAINTENANCE, SUBJECT TO THE EASEMENTS DEPICTED HEREON AND A PUBLIC UTILITY EASEMENT (P.U.E.) AS DEDICATED BELOW.
- THE PERPETUAL USE AND RIGHT OF INGRESS AND EGRESS OVER ALL ROADWAYS (TRACT "A-1") FOR THE PURPOSE OF SURFACE WATER MANAGEMENT, DRAINAGE AND MAINTENANCE.
- ALL IRRIGATION EASEMENTS (I.E.) FOR IRRIGATION SYSTEM OPERATION, SUBJECT TO A PUBLIC UTILITY EASEMENT (P.U.E.) AS DEDICATED BELOW.

C. TO ALL LICENSED OR FRANCHISED PUBLIC OR PRIVATE UTILITIES, THOSE NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS (P.U.E.) AS SHOWN ON THIS PLAT FOR PUBLIC UTILITY PURPOSES, INCLUDING CONSTRUCTION, INSTALLATION, MAINTENANCE, AND OPERATION OF THEIR RESPECTIVE FACILITIES, INCLUDING CABLE TELEVISION SERVICES; PROVIDED, HOWEVER, NO SUCH CONSTRUCTION, INSTALLATION, MAINTENANCE AND OPERATION OF CABLE TELEVISION SERVICES SHALL INTERFERE WITH THE FACILITIES AND SERVICES OF AN ELECTRIC, TELEPHONE, GAS OR OTHER PUBLIC UTILITY. IN THE EVENT A CABLE TELEVISION COMPANY DAMAGES THE FACILITIES OF A PUBLIC UTILITY, IT SHALL BE SOLELY RESPONSIBLE FOR THE DAMAGES. ALL EASEMENTS COLLOCATED WITHIN SAID PUBLIC UTILITY EASEMENTS (P.U.E.) SHALL BE SUBORDINATE TO THE P.U.E.

D. TO LEE COUNTY, FLORIDA WITHOUT THE RESPONSIBILITY FOR MAINTENANCE:

- ALL NON-EXCLUSIVE PUBLIC UTILITY EASEMENTS (P.U.E.) AS SHOWN OR NOTED HEREIN FOR THE PURPOSE OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION SERVICES.
- THE PERPETUAL USE AND RIGHT OF INGRESS AND EGRESS OVER ALL ROADWAYS (TRACT "A-1") AND TRACT "U-1" FOR THE PURPOSE OF PERFORMING AND DISCHARGING ITS DUTIES AND OBLIGATIONS TO PROVIDE POTABLE WATER DISTRIBUTION SERVICES.
- TRACT "U-1" FOR THE PURPOSE OF A LIFT STATION, SUBJECT TO THE EASEMENTS DEPICTED HEREON.

E. TO LEE COUNTY, FLORIDA AND OTHER GOVERNMENTAL SERVICES OR AGENCIES, INCLUDING POLICE, FIRE, AND OTHER EMERGENCY SERVICES WITHOUT RESPONSIBILITY FOR MAINTENANCE:

- THE PERPETUAL RIGHT OF USE AND INGRESS OVERALL ALL ROADWAYS (TRACT "A-1").

F. RESERVE TRACT "RW" FOR SUBSEQUENT CONVEYANCE FOR PUBLIC ROAD USE.

IN WITNESS WHEREOF, CL VENTURES, LLC, A FLORIDA LIMITED LIABILITY COMPANY, HAS CAUSED THIS DEDICATION TO BE MADE THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2020.

BY: U.S. HOME CORPORATION, ITS AUTHORIZED MEMBER

DARIN McMURRAY  
VICE PRESIDENT

WITNESS

PRINTED NAME

WITNESS

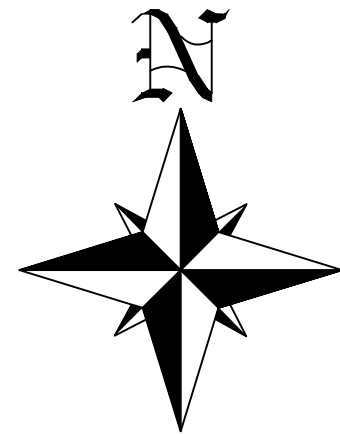
PRINTED NAME

# BANKS ENGINEERING

PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS  
SERVING THE STATE OF FLORIDA

10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.



300' 175' 0 300' 600'  
GRAPHIC SCALE 1" = 300'

## CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 2 OF 20

KEY MAP, SHEET INDEX AND  
OVERALL BOUNDARY INFORMATION

### TRACT USE TABLE

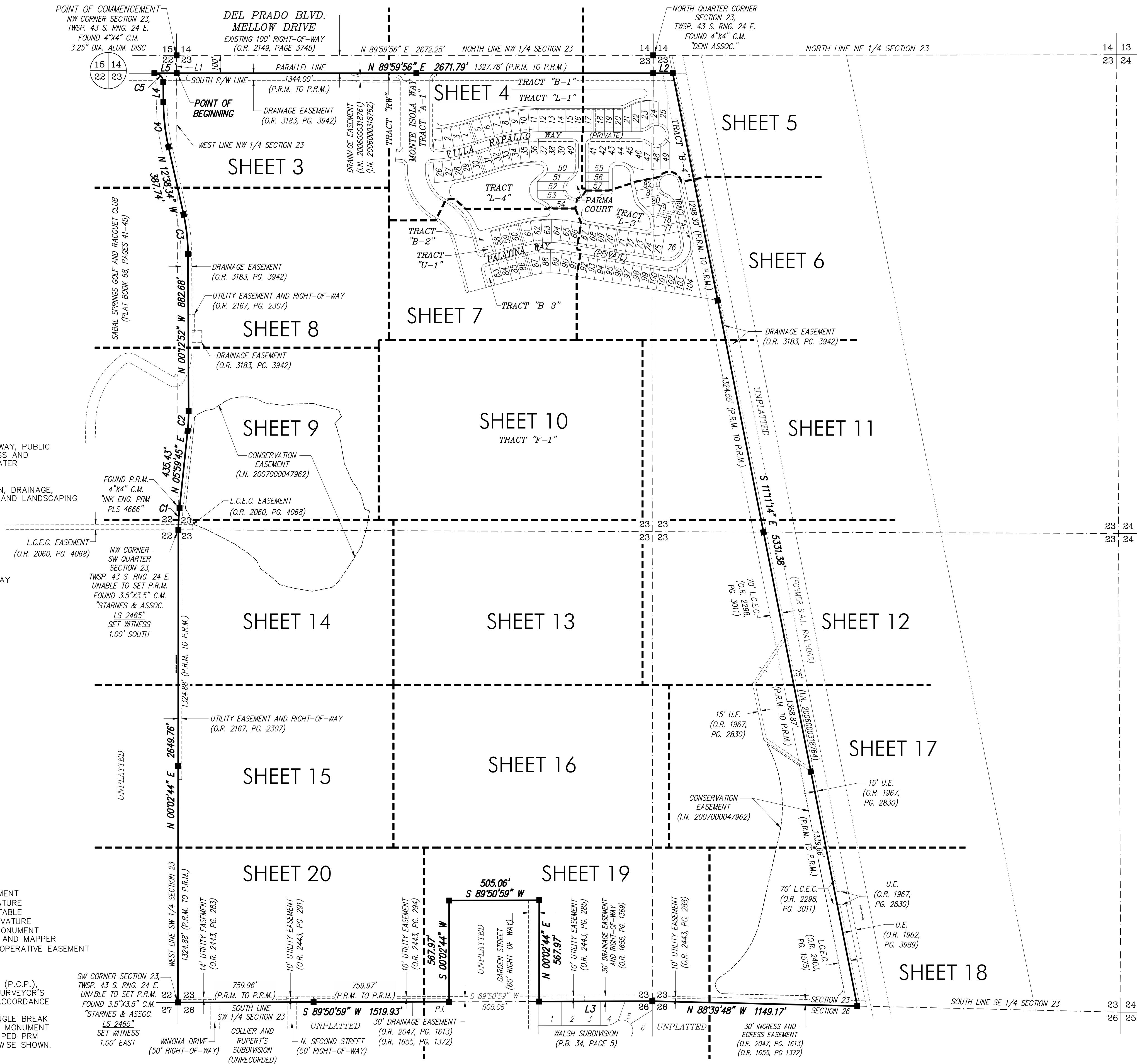
TRACT	DESIGNATED USE
TRACT "A-1"	PRIVATE ROAD RIGHT-OF-WAY, PUBLIC UTILITY, IRRIGATION, INGRESS AND EGRESS, DRAINAGE AND WATER DETENTION MAINTENANCE
TRACT "B-1" THRU TRACT "B-4"	COMMON AREAS, IRRIGATION, DRAINAGE, SIGN, LAKE MAINTENANCE, AND LANDSCAPING
TRACT "F-1"	FUTURE DEVELOPMENT
TRACT "L-1" THRU TRACT "L-4" AND TRACT "U-1"	LAKE AND DRAINAGE
TRACT "U-1"	LIFT STATION
TRACT "RW"	PUBLIC ROAD RIGHT-OF-WAY

### LEGEND:

PG.	INDICATES PAGE
RNG.	INDICATES RANGE
DIA.	INDICATES DIAMETER
TWSP.	INDICATES TOWNSHIP
ALUM.	INDICATES ALUMINUM
P.B.	INDICATES PLAT BOOK
BLVD.	INDICATES BOULEVARD
C	INDICATES CENTERLINE
(NR)	INDICATES NON-RADIAL
ENG.	INDICATES ENGINEERING
R.P.	INDICATES RADIUS POINT
NTS	INDICATES NOT TO SCALE
R/W	INDICATES RIGHT-OF-WAY
27	INDICATES LOT NUMBER 27
U.E.	INDICATES UTILITY EASEMENT
A.E.	INDICATES ACCESS EASEMENT
LB.	INDICATES LICENSED BUSINESS
S.A.L.	INDICATES SEABOARD AIR LINE
I.N.	INDICATES INSTRUMENT NUMBER
P.T.	INDICATES POINT OF TANGENCY
D.E.	INDICATES DRAINAGE EASEMENT
I.E.	INDICATES IRRIGATION EASEMENT
C.M.	INDICATES CONCRETE MONUMENT
P.C.	INDICATES POINT OF CURVATURE
L1	INDICATES LINE 1 OF LINE TABLE
P.I.	INDICATES POINT OF INTERSECTION
O.R.	INDICATES OFFICIAL RECORDS BOOK
P.U.E.	INDICATES PUBLIC UTILITY EASEMENT
L.M.E.	INDICATES LAKE MAINTENANCE EASEMENT
P.R.C.	INDICATES POINT OF REVERSE CURVATURE
C1	INDICATES CURVE 1 OF THE CURVE TABLE
P.C.C.	INDICATES POINT OF COMPOUND CURVATURE
PRM	INDICATES PERMANENT REFERENCE MONUMENT
PSM	INDICATES PROFESSIONAL SURVEYOR AND MAPPER
L.C.E.C.	INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT

### SYMBOL LEGEND:

⊙	INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091
●	INDICATES BEGINNING OF CURVE OR ANGLE BREAK
■	INDICATES SET PERMANENT REFERENCE MONUMENT (PRM) 5/8" IRON ROD AND CAP STAMPED PRM BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.



### NOTES:

- ALL DIMENSIONS ARE IN FEET AND DECIMAL PARTS THEREOF.
- ALL INTERNAL MONUMENTATION TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091.
- ALL LOT LINES SHOWN ARE RADIAL TO THE RIGHT-OF-WAY THEY INTERSECT, UNLESS OTHERWISE NOTED.
- BEARING ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING N 89°59'56" E.
- PARCEL IS SUBJECT TO A MAINTENANCE AGREEMENT RECORDED AS OFFICIAL RECORDS INSTRUMENT NUMBER 2006000175182, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- PARCEL IS SUBJECT TO THAT CERTAIN NOTICE OF ESTABLISHMENT OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT, RECORDED AS OFFICIAL RECORDS INSTRUMENT NUMBER 2007000116159, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.
- A BLANKET EASEMENT IN FAVOR OF LEE COUNTY ELECTRIC COOPERATIVE, INC., RECORDED IN OFFICIAL RECORDS INSTRUMENT NO. 2010000140188, PUBLIC RECORDS OF LEE COUNTY, FLORIDA EXISTS ACROSS THE SUBJECT PARCEL.

### LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°12'52" E	100.00'
L2	N 89°55'22" E	109.51'
L3	S 89°50'59" W	634.36'
L4	N 00°12'52" W	110.54'
L5	S 89°57'35" E	124.78'

### CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1174.94	05°57'01"	122.02'	121.96'	N 03°01'15" E
C2	1024.94	06°12'37"	111.09'	111.04'	N 02°53'27" E
C3	1024.94	12°25'42"	222.33'	221.89'	N 06°25'43" W
C4	1174.94	12°25'42"	254.86'	254.36'	N 06°25'43" W
C5	50.00'	89°44'43"	78.32'	70.55'	N 45°05'13" W

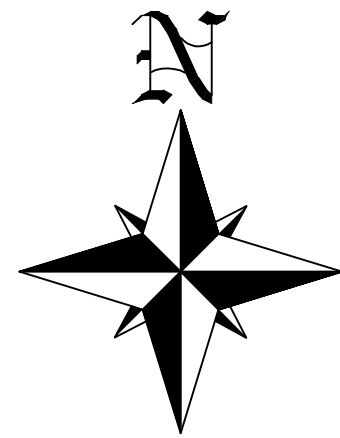


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PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.



LINE TABLE

LINE	BEARING	DISTANCE
L1	S 00°12'52" E	100.00'
L4	N 00°12'52" W	110.54'
L5	S 89°57'35" E	124.78'
L38	N 00°12'19" W	9.89'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C4	1174.94'	122°5'42"	254.86'	254.36'	N 06°25'43" W
C5	50.00'	89°44'43"	78.32'	70.55'	N 45°05'13" W
C225	30.00'	89°44'43"	46.99'	42.33'	S 45°04'40" E
C226	50.00'	78°27'47"	68.47'	63.25'	S 50°43'41" E
C227	50.00'	11°16'56"	9.85'	9.83'	N 05°51'20" W
C228	30.00'	90°12'15"	47.23'	42.50'	N 44°53'48" E
C230	1155.00'	12°26'48"	250.91'	250.42'	N 06°25'44" W

LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
- P.B. - INDICATES PLAT BOOK
- BLVD. - INDICATES BOULEVARD
- CL - INDICATES CENTERLINE
- (NR) - INDICATES NON-RADIAL
- ENG. - INDICATES ENGINEERING
- R.P. - INDICATES RADIUS POINT
- NTS - INDICATES NOT TO SCALE
- R/W - INDICATES RIGHT-OF-WAY
- 27 - INDICATES LOT NUMBER 27
- U.E. - INDICATES UTILITY EASEMENT
- A.E. - INDICATES ACCESS EASEMENT
- LB. - INDICATES LICENSED BUSINESS
- S.A.L. - INDICATES SEABOARD AIR LINE
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- P.C.C. - INDICATES POINT OF COMPOUND CURVATURE
- PRM - INDICATES PERMANENT REFERENCE MONUMENT
- PSM - INDICATES PROFESSIONAL SURVEYOR AND MAPPER
- L.C.E.C. - INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT

SYMBOL LEGEND:

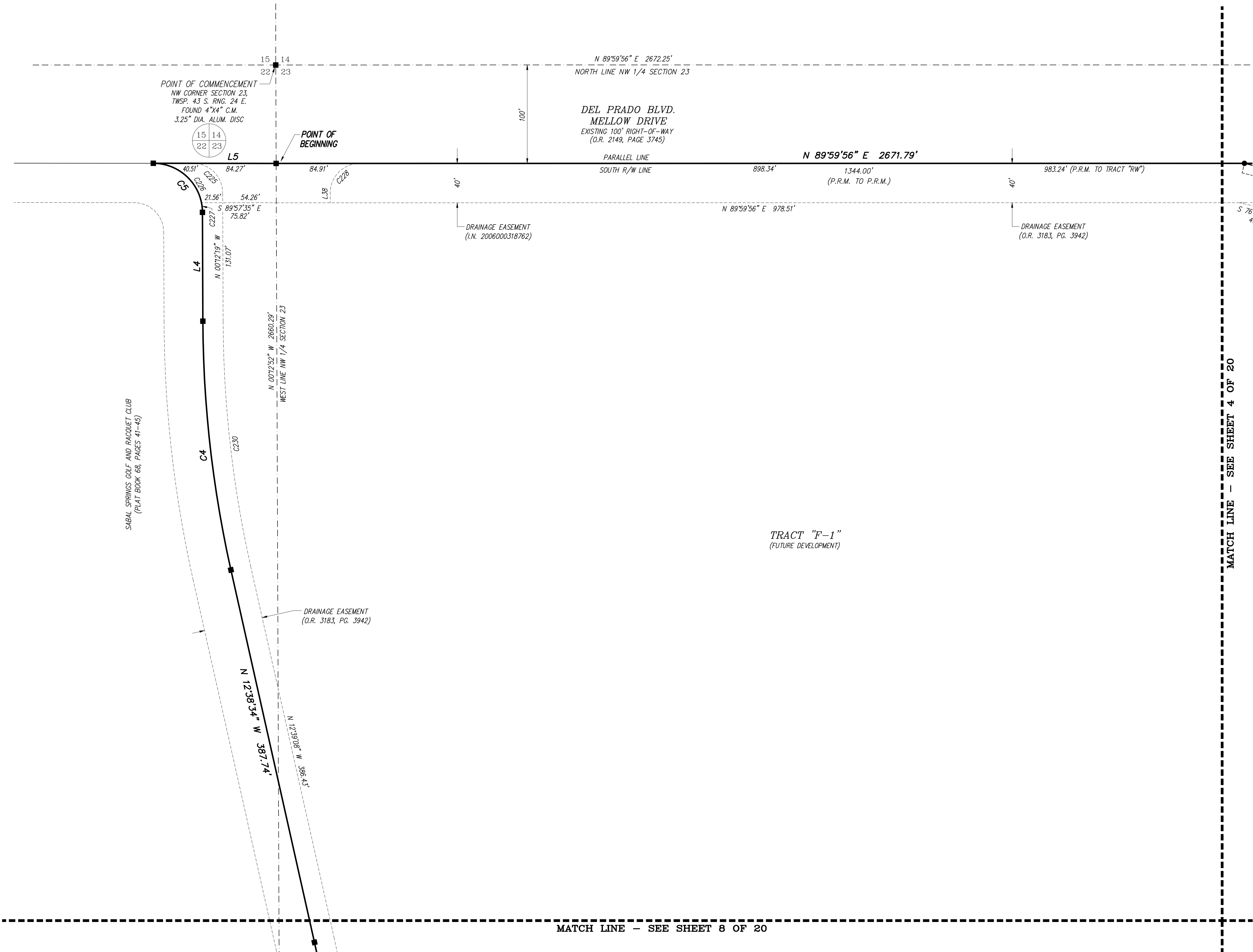
- ⊙ - INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091
- - INDICATES BEGINNING OF CURVE OR ANGLE BREAK
- - INDICATES SET PERMANENT REFERENCE MONUMENT (PRM) 5/8" IRON ROD AND CAP STAMPED PRM BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.

CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 3 OF 20



# BANKS ENGINEERING

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PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.E.

## CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER

SHEET 4 OF 20

### CURVE TABLE

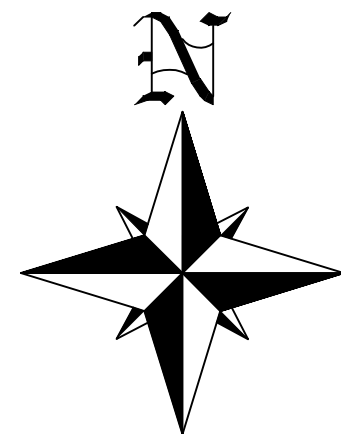
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C6	250.00'	63°02'22"	275.06'	261.40'	S 31°31'51" E
C7	300.00'	63°02'22"	330.07'	313.67'	S 31°31'51" E
C8	200.00'	63°02'22"	220.05'	209.12'	S 31°31'51" E
C12	35.00'	94°52'27"	57.96'	51.56'	S 47°25'33" W
C13	1000.00'	04°52'26"	85.07'	85.04'	N 87°34'27" W
C14	1020.00'	01°52'11"	33.29'	33.29'	N 86°04'20" W
C15	35.00'	86°59'45"	53.14'	48.18'	S 43°30'33" E
C16	38.00'	89°59'24"	59.68'	53.74'	N 45°00'22" W
C17	38.00'	90°00'36"	59.70'	53.74'	S 44°59'38" W
C18	1000.00'	19°45'21"	344.81'	343.10'	N 80°06'39" E
C20	35.00'	86°59'45"	53.14'	48.18'	N 43°29'12" E
C21	980.00'	14°52'55"	254.54'	253.83'	S 77°40'25" W
C22	1020.00'	16°11'09"	288.15'	287.19'	N 78°19'33" E
C23	1000.00'	19°44'47"	344.64'	342.94'	N 80°06'22" E
C24	1020.00'	19°44'47"	351.53'	349.79'	N 80°06'22" E
C25	980.00'	19°44'47"	337.75'	336.08'	N 80°06'22" E
C30	35.00'	90°00'00"	54.98'	49.50'	S 45°01'15" E
C31	55.00'	156°39'38"	150.38'	107.73'	S 192°54'4" E
C32	90.00'	58°51'09"	92.45'	88.43'	N 292°42'0" E
C43	35.00'	70°44'40"	43.22'	40.52'	S 35°23'01" E
C44	35.00'	24°07'46"	14.74'	14.63'	N 82°49'14" W
C45	850.00'	15°43'15"	233.23'	232.49'	N 78°05'36" E
C46	1150.00'	19°44'47"	396.33'	394.38'	N 80°06'22" E
C50	25.00'	89°59'28"	39.27'	35.35'	N 44°59'03" E
C51	25.00'	97°49'33"	42.68'	37.69'	S 48°55'27" E
C52	835.00'	11°55'48"	173.86'	173.55'	N 76°11'52" E
C53	1165.00'	19°44'47"	401.50'	399.52'	N 80°06'22" E
C58	1020.00'	00°33'57"	10.07'	10.07'	N 86°42'06" E
C59	1150.00'	16°11'09"	324.87'	323.79'	N 78°19'33" E
C60	850.00'	19°44'47"	292.94'	291.50'	N 80°06'22" E
C61	45.00'	111°57'11"	87.93'	74.59'	S 07°13'07" E
C62	55.00'	11°47'30"	11.32'	11.30'	S 61°45'31" E
C63	247.41'	17°49'51"	77.00'	76.69'	S 58°44'20" E
C64	45.00'	22°40'23"	17.81'	17.69'	S 38°29'13" E
C65	55.00'	69°40'45"	66.89'	62.84'	N 47°19'54" E
C94	340.00'	35°36'02"	211.26'	207.88'	N 39°09'10" W
C95	50.00'	137°09'50"	119.70'	93.09'	N 113°74'4" E
C96	1165.00'	09°58'41"	202.88'	202.63'	N 75°13'18" E
C97	835.00'	18°37'03"	271.32'	270.13'	N 79°32'30" E
C98	25.00'	139°54'28"	61.05'	46.97'	S 211°14'5" E
C99	75.00'	116°24'45"	152.38'	127.49'	S 09°26'53" E
C100	227.41'	17°49'51"	70.77'	70.49'	S 58°44'20" E
C105	980.00'	02°31'02"	43.05'	43.05'	N 83°51'22" E
C106	850.00'	03°21'23"	49.79'	49.78'	N 84°16'32" E
C107	850.00'	03°21'46"	49.89'	49.88'	N 80°54'58" E
C108	980.00'	03°21'46"	57.52'	57.51'	N 80°54'58" E
C109	980.00'	03°21'25"	57.42'	57.41'	N 77°33'22" E
C110	850.00'	03°21'25"	49.80'	49.79'	N 77°33'22" E
C111	850.00'	04°01'31"	68.85'	68.83'	N 73°51'55" E
C112	980.00'	04°01'31"	68.85'	68.83'	N 73°51'55" E
C113	980.00'	01°37'11"	27.70'	27.70'	N 71°02'34" E
C114	850.00'	01°37'11"	24.03'	24.03'	N 71°02'34" E
C115	1020.00'	01°54'33"	33.99'	33.98'	N 71°11'14" E
C116	1150.00'	01°54'33"	38.32'	38.32'	N 71°11'14" E
C117	1020.00'	02°46'02"	49.26'	49.26'	N 73°31'32" E
C118	1150.00'	02°46'02"	55.54'	55.54'	N 73°31'32" E
C119	1020.00'	02°45'57"	49.24'	49.23'	N 76°17'32" E
C120	1150.00'	02°45'57"	55.51'	55.51'	N 76°17'32" E
C121	1020.00'	02°46'01"	49.26'	49.25'	N 79°03'31" E
C122	1150.00'	02°46'01"	55.54'	55.53'	N 79°03'31" E
C123	1020.00'	02°46'02"	49.26'	49.26'	N 81°49'32" E
C124	1150.00'	02°46'02"	55.54'	55.53'	N 81°49'32" E
C125	1020.00'	02°45'59"	49.25'	49.24'	N 84°35'32" E
C126	1150.00'	02°45'59"	55.52'	55.52'	N 84°35'32" E
C127	1020.00'	02°45'57"	49.24'	49.24'	N 87°21'30" E
C128	1150.00'	02°45'57"	55.52'	55.51'	N 87°21'30" E
C129	1020.00'	01°14'16"	22.03'	22.03'	N 89°21'37" E
C130	1150.00'	01°14'16"	24.84'	24.84'	N 89°21'37" E
C143	1020.00'	02°45'56"	49.23'	49.23'	N 85°02'09" E
C144	1150.00'	02°45'56"	55.51'	55.50'	N 85°02'09" E
C145	1020.00'	02°45'55"	49.23'	49.23'	N 82°16'14" E
C146	1150.00'	02°45'55"	55.51'	55.50'	N 82°16'14" E
C147	1020.00'	02°45'55"	49.23'	49.22'	N 79°30'18" E
C148	1150.00'	02°45'55"	55.50'	55.50'	N 79°30'18" E
C149	1020.00'	02°45'55"	49.23'	49.22'	N 76°44'23" E
C150	1150.00'	02°45'55"	55.50'	55.50'	N 76°44'23" E
C151	1020.00'	03°18'58"	59.04'	59.03'	N 73°41'57" E
C152	1150.00'	03°18'58"	66.56'	66.55'	N 73°41'57" E
C153	1020.00'	01°48'29"	32.19'	32.19'	N 71°08'13" E
C154	1150.00'	01°48'29"	36.29'	36.29'	N 71°08'13" E
C155	980.00'	01°45'20"	30.03'	30.02'	N 71°06'38" E
C156	850.00'	01°45'20"	26.04'	26.04'	N 71°06'38" E
C157	980.00'	03°21'17"	57.38'	57.37'	N 73°39'57" E
C158	850.00'	03°21'17"	49.77'	49.76'	N 73°39'57" E
C159	980.00'	03°21'23"	57.41'	57.40'	N 77°01'17" E
C160	850.00'	03°21'23"	49.79'	49.79'	N 77°01'17" E
C161	980.00'	03°21'24"	57.41'	57.40'	N 80°22'40" E
C162	850.00'	03°21'24"	49.80'	49.79'	N 80°22'40" E
C163	980.00'	03°21'21"	57.40'	57.39'	N 83°44'02" E
C164	850.00'	03°21'21"	49.78'	49.78'	N 83°44'02" E
C165	980.00'	03°21'25"	57.42'	57.41'	N 87°05'25" E
C166	850.00'	03°21'25"	49.80'	49.80'	N 87°05'25" E
C167	980.00'	01°12'37"	20.70'	20.70'	N 89°22'26" E
C168	850.00'	01°12'37"	17.95'	17.95'	N 89°22'26" E
C179	90.00'	23°18'35"	36.61'	36.36'	S 113°02'0" W
C180	45.00'	89°37'22"	70.39'	63.43'	S 128°30'1" E
C181	45.00'	22°19'49"	17.54'	17.43'	N 37°35'34" E
C182	90.00'	35°32'35"	55.83'	54.94'	S 41°03'37" W
C183	35.00'	14°44'25"	14.15'	14.11'	S 51°27'42" W
C184	35.00'	56°37'31"	54.36'	52.17'	S 15°46'44" W
C185	35.00'	42°38'51"	40.94'	40.00'	S 33°51'27" E
C186	35.00'	42°38'51"	40.94'	40.00'	S 76°30'18" E
C187	35.00'	12°30'47"	12.01'	11.99'	N 06°14'08" E
C190	247.41'	02°01'33"	8.75'	8.75'	N 66°38'29" W
C191	247.41'	15°48'19"	68.25'	68.03'	N 57°43'34" W
C242	70.00'	21°09'57"	25.86'	25.71'	S 69°37'40" W
C243	45.00'	27°57'17"	21.96'	21.74'	N 77°10'21" W
C244	45.00'	27°59'11"	21.98'	21.76'	N 83°50'38" W

MATCH LINE - SEE SHEET 3 OF 20

MATCH LINE - SEE SHEET 5 OF 20

17

MATCH LINE - SEE SHEET 7 OF 20



GRAPHIC SCALE 1" = 50'

### LINE TABLE

LINE	BEARING	DISTANCE
L6	S 00°00'41" E	25.01'
L8	N 89°59'19" E	29.71'
L9	N 89°59'19" E	29.71'
L10	S 89°58'45" W	35.00'
L23	N 89°58'45" E	4.35'
L31	N 55°13'53" E	29.78'
L33	S 76°30'06" E	42.84'
L34	S 00°00'41" E	25.01'
L35	S 19°46'02" E	15.00'
L37	N 00°01'15" W	15.00'
L39	N 89°59'56" E	37.99'
L40	N 00°00'41" W	47.99'

### LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
- P.B. - INDICATES PLAT BOOK
- BLVD. - INDICATES BOULEVARD
- © (NR) - INDICATES CENTERLINE
- ENG. - INDICATES NON-RADIAL
- R.P. - INDICATES ENGINEERING
- NTS - INDICATES RADIUS POINT
- INDICATES NOT TO SCALE
- R/W - INDICATES RIGHT-OF-WAY
- 27 - INDICATES LOT NUMBER 27
- U.E. - INDICATES UTILITY EASEMENT
- A.E. - INDICATES ACCESS EASEMENT
- LB. - INDICATES LICENSED BUSINESS
- S.A.L. - INDICATES SEABOARD AIR LINE
- I.N. - INDICATES INSTRUMENT NUMBER
- P.T. - INDICATES POINT OF TANGENCY
- D.E. - INDICATES DRAINAGE EASEMENT
- I.E. - INDICATES IRRIGATION EASEMENT
- C.M. - INDICATES CONCRETE MONUMENT
- P.C. - INDICATES POINT OF CURVATURE
- L.I. - INDICATES LINE 1 OF LINE TABLE
 P.I. - INDICATES POINT OF INTERSECTION | O.R. - INDICATES OFFICIAL RECORDS BOOK | P.U.E. - INDICATES PUBLIC UTILITY EASEMENT | L.M.E. - INDICATES LAKE MAINTENANCE EASEMENT | P.R.C. - INDICATES POINT OF REVERSE CURVATURE | C1 - INDICATES CURVE 1 OF THE CURVE TABLE | P.C.C. - INDICATES POINT OF COMPOUND CURVATURE | PRM - INDICATES PERMANENT REFERENCE MONUMENT | PSM - INDICATES PROFESSIONAL SURVEYOR AND MAPPER | L.C.E.C. - INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT |

### SYMBOL LEGEND:

- - INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091
- - INDICATES BEGINNING OF CURVE OR ANGLE BREAK
- - INDICATES SET PERMANENT REFERENCE MONUMENT (PRM) 5/8" IRON ROD AND CAP STAMPED PRM BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.

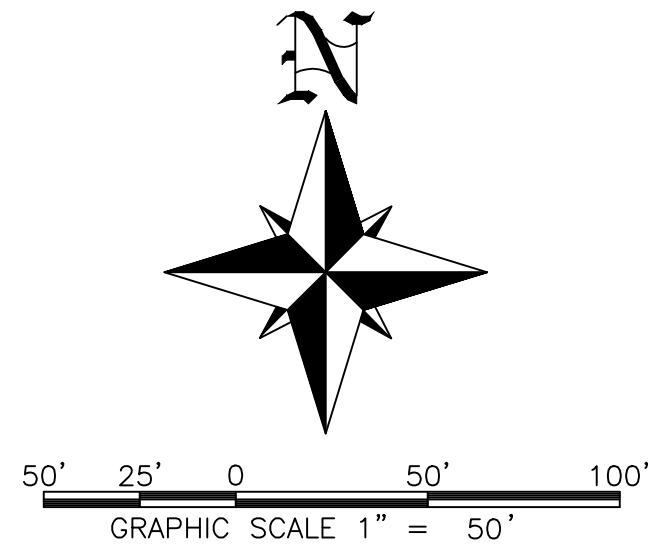


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10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.

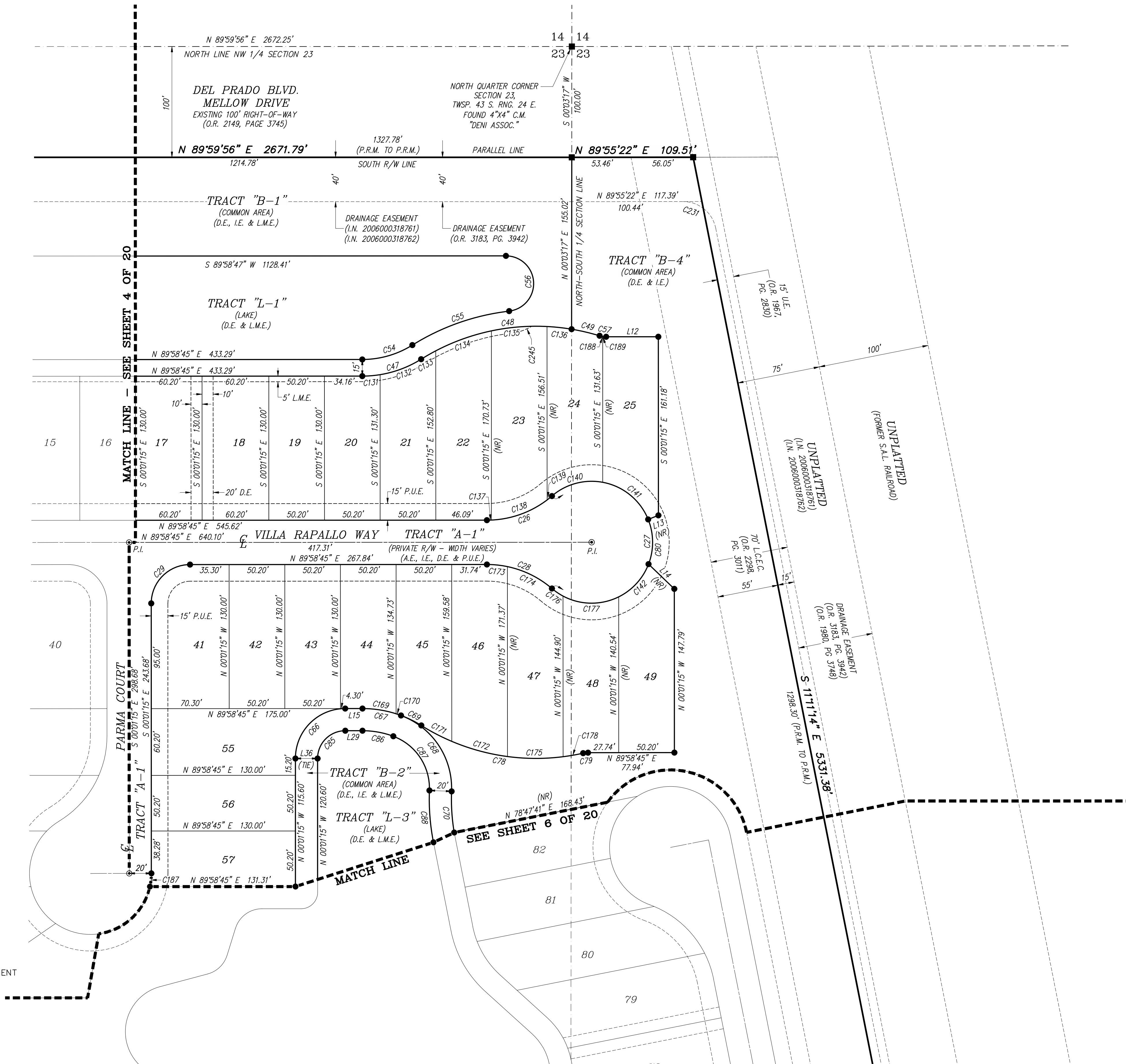


CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER

SHEET 5 OF 20



LINE TABLE

LINE	BEARING	DISTANCE
L2	N 89°55'22" E	109.51'
L12	N 89°58'45" E	47.11'
L13	S 68°10'23" W	9.95'
L14	N 46°10'46" W	32.23'
L15	N 89°58'45" E	15.50'
L29	N 89°58'45" E	15.50'
L36	N 89°58'45" E	20.00'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C26	90.00'	40°39'26"	63.86'	62.53'	N 69°39'02" E
C27	55.00'	26°18'52"	250.84'	83.45'	S 00°01'15" E
C28	90.00'	40°39'26"	63.86'	62.53'	N 69°41'32" W
C29	35.00'	90°00'00"	54.98'	49.50'	S 44°58'45" W
C47	100.00'	32°03'50"	55.96'	55.23'	N 73°56'50" E
C48	195.00'	41°33'40"	141.45'	138.37'	N 78°41'45" E
C49	195.00'	07°37'57"	25.98'	25.96'	S 76°42'26" E
C54	85.00'	32°03'50"	47.57'	46.95'	N 73°56'50" E
C55	210.00'	25°27'50"	93.33'	92.56'	N 70°38'50" E
C56	25.00'	173°23'59"	75.66'	49.92'	N 03°19'14" W
C57	20.00'	170°47'47"	5.98'	5.96'	S 81°27'21" E
C66	45.00'	90°00'00"	70.69'	63.64'	N 44°58'45" E
C67	100.00'	20°21'24"	35.53'	35.34'	S 79°50'33" E
C68	70.00'	71°57'37"	87.92'	82.25'	S 33°41'03" E
C69	100.00'	11°42'26"	20.43'	20.40'	S 63°48'38" E
C70	180.00'	11°53'51"	37.38'	37.31'	S 03°39'11" E
C77	55.00'	111°43'20"	107.25'	91.04'	S 67°03'59" E
C78	195.00'	44°39'03"	151.96'	148.15'	S 80°16'57" E
C79	20.00'	12°35'13"	4.39'	4.38'	N 83°41'08" E
C80	55.00'	42°57'57"	41.24'	40.28'	N 00°28'39" W
C85	25.00'	90°00'00"	39.27'	35.36'	N 44°58'45" E
C86	80.00'	20°21'24"	28.42'	28.27'	S 79°50'33" E
C87	50.00'	71°57'37"	62.80'	58.75'	S 33°41'03" E
C88	200.00'	13°30'04"	47.13'	47.02'	S 04°27'17" E
C131	100.00'	08°13'54"	16.11'	16.09'	N 85°21'48" E
C132	100.00'	22°49'56"	39.85'	39.59'	N 69°19'53" E
C133	195.00'	04°27'27"	15.17'	15.17'	N 60°08'39" E
C134	195.00'	15°43'15"	53.50'	53.34'	N 70°13'59" E
C135	195.00'	14°50'11"	50.49'	50.35'	N 85°30'42" E
C136	195.00'	06°32'48"	22.28'	22.27'	S 83°47'49" E
C137	90.00'	02°37'03"	4.11'	4.11'	N 88°40'13" E
C138	90.00'	34°29'59"	54.19'	53.38'	N 70°06'42" E
C139	90.00'	03°32'24"	5.56'	5.56'	N 51°05'31" E
C140	55.00'	51°10'24"	49.12'	47.91'	N 74°54'31" E
C141	55.00'	57°31'40"	55.22'	52.93'	S 50°44'28" E
C142	55.00'	42°38'46"	40.95'	40.01'	S 42°19'12" W
C169	100.00'	17°41'47"	30.89'	30.78'	S 81°10'22" E
C170	100.00'	02°39'37"	4.64'	4.64'	S 70°59'40" E
C171	195.00'	09°07'23"	31.05'	31.02'	S 62°31'07" E
C172	195.00'	15°20'09"	52.19'	52.04'	N 74°44'52" W
C173	90.00'	11°50'21"	18.60'	18.56'	S 84°06'04" E
C174	90.00'	28°49'05"	45.27'	44.79'	S 63°46'21" E
C175	195.00'	14°47'28"	50.34'	50.20'	S 89°48'41" E
C176	55.00'	12°40'24"	12.17'	12.14'	S 55°42'01" E
C177	55.00'	54°18'42"	52.14'	50.21'	N 89°11'34" W
C178	195.00'	05°24'03"	18.38'	18.37'	N 80°05'34" E
C187	55.00'	12°30'47"	12.01'	11.99'	N 06°14'08" E
C188	20.00'	08°14'58"	2.88'	2.88'	S 77°00'57" E
C189	20.00'	08°52'49"	3.10'	3.10'	S 85°34'50" E

LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
- P.B. - INDICATES PLAT BOOK
- BLVD. - INDICATES BOULEVARD
- CL - INDICATES CENTERLINE
- (NR) - INDICATES NON-RADIAL
- ENG. - INDICATES ENGINEERING
- R.P. - INDICATES RADIUS POINT
- NTS - INDICATES NOT TO SCALE
- R/W - INDICATES RIGHT-OF-WAY
- 27 - INDICATES LOT NUMBER 27
- U.E. - INDICATES UTILITY EASEMENT
- A.E. - INDICATES ACCESS EASEMENT
- LB. - INDICATES LICENSED BUSINESS
- S.A.L. - INDICATES SEABOARD AIR LINE
- I.N. - INDICATES INSTRUMENT NUMBER
- P.T. - INDICATES POINT OF TANGENCY
- D.E. - INDICATES DRAINAGE EASEMENT
- I.E. - INDICATES IRRIGATION EASEMENT
- C.M. - INDICATES CONCRETE MONUMENT
- P.C. - INDICATES POINT OF CURVATURE
- L1 - INDICATES LINE 1 OF LINE TABLE
- P.I. - INDICATES POINT OF INTERSECTION
- O.R. - INDICATES OFFICIAL RECORDS BOOK
- P.U.E. - INDICATES PUBLIC UTILITY EASEMENT
- L.M.E. - INDICATES LAKE MAINTENANCE EASEMENT
- P.R.C. - INDICATES POINT OF REVERSE CURVATURE
- C1 - INDICATES CURVE 1 OF THE CURVE TABLE
- P.C.C. - INDICATES POINT OF COMPOUND CURVATURE
- PRM - INDICATES PERMANENT REFERENCE MONUMENT
- PSM - INDICATES PROFESSIONAL SURVEYOR AND MAPPER
- L.C.E.C. - INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT

SYMBOL LEGEND:

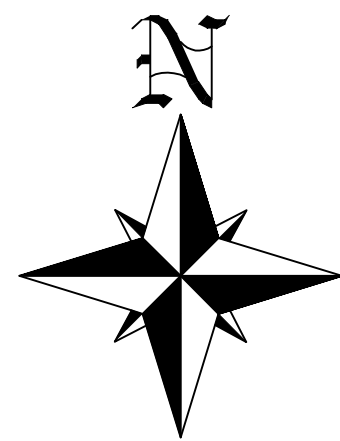
- ⊙ - INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091
- - INDICATES BEGINNING OF CURVE OR ANGLE BREAK
- - INDICATES SET PERMANENT REFERENCE MONUMENT (PRM) 5/8" IRON ROD AND CAP STAMPED PRM BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.

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10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.



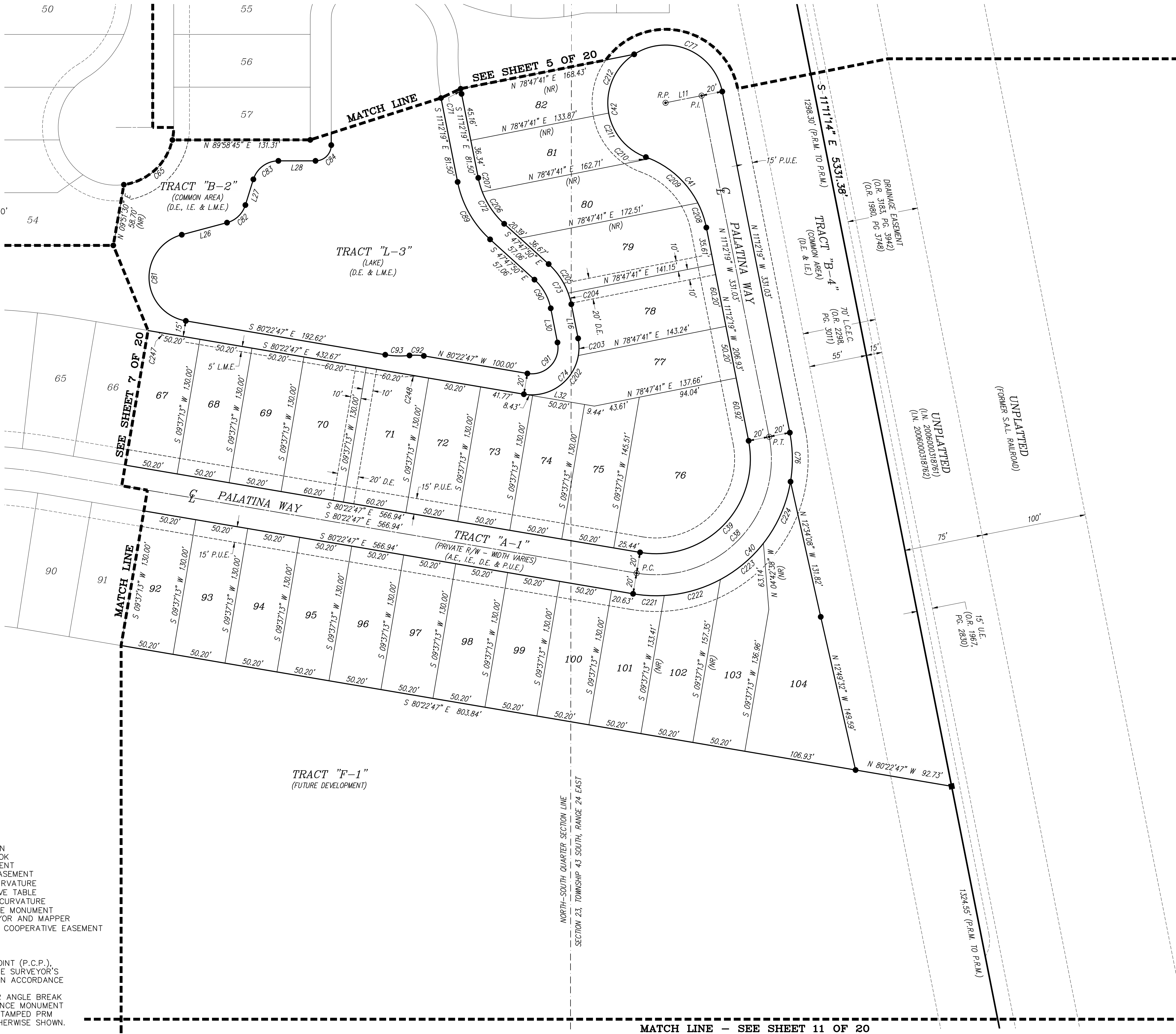
50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER

SHEET 6 OF 20



LINE TABLE

LINE	BEARING	DISTANCE
L11	S 78°47'41" W	35.00'
L16	S 117°21'9" E	33.17'
L26	N 75°02'55" E	44.64'
L27	N 17°14'55" E	25.68'
L28	N 89°58'45" E	35.27'
L30	S 117°21'9" E	33.17'
L32	S 80°22'47" E	68.07'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C38	110.00'	110°49'33"	212.77'	181.12'	N 44°12'27" E
C39	90.00'	110°49'33"	174.08'	148.19'	N 44°12'27" E
C40	130.00'	110°49'33"	251.46'	214.05'	N 44°12'27" E
C41	100.00'	58°51'09"	92.45'	88.43'	N 40°37'54" W
C42	55.00'	127°07'50"	122.04'	98.50'	N 06°29'34" W
C65	55.00'	69°40'45"	66.89'	62.84'	N 47°19'54" E
C71	180.00'	01°36'13"	5.04'	5.04'	S 102°41'3" E
C72	80.00'	36°35'31"	51.09'	50.23'	S 29°30'05" E
C73	70.00'	36°35'31"	44.71'	43.95'	S 29°30'05" E
C74	45.00'	110°49'33"	87.04'	74.09'	S 44°12'27" W
C76	130.00'	20°41'17"	46.94'	46.69'	N 00°51'41" W
C81	42.00'	155°25'41"	113.93'	82.08'	N 02°39'56" W
C82	25.00'	57°48'00"	25.22'	24.16'	N 46°08'55" E
C83	25.00'	72°43'50"	31.73'	28.65'	N 53°36'50" E
C84	15.00'	90°00'00"	23.56'	21.21'	N 44°58'45" E
C89	100.00'	36°35'31"	63.87'	62.79'	S 29°30'05" E
C90	50.00'	36°35'31"	31.93'	31.39'	S 29°30'05" E
C91	25.00'	110°49'33"	48.36'	41.16'	S 44°12'27" W
C92	50.00'	15°38'33"	13.65'	13.61'	N 88°12'03" W
C93	85.00'	15°38'33"	23.21'	23.13'	N 88°12'03" W
C202	45.00'	89°54'57"	70.62'	63.59'	N 54°39'45" E
C203	45.00'	20°54'36"	16.42'	16.33'	N 00°45'02" W
C204	70.00'	09°01'09"	11.02'	11.01'	N 15°42'54" W
C205	70.00'	27°34'22"	33.69'	33.36'	S 34°00'39" E
C206	80.00'	26°36'57"	37.16'	36.83'	N 34°29'22" E
C207	80.00'	09°58'34"	13.93'	13.91'	N 16°11'56" W
C208	90.00'	15°51'25"	24.91'	24.83'	N 19°08'02" W
C209	90.00'	40°20'46"	63.38'	62.07'	N 47°14'07" W
C210	90.00'	02°38'59"	4.16'	4.16'	N 68°43'59" W
C211	55.00'	59°47'04"	57.39'	54.82'	N 40°09'57" W
C212	55.00'	67°20'46"	64.65'	60.99'	S 23°23'58" W
C221	130.00'	13°08'46"	29.83'	29.76'	S 86°57'10" E
C222	130.00'	24°42'12"	56.05'	55.62'	N 74°07'21" E
C223	130.00'	23°44'04"	53.85'	53.47'	N 49°54'13" E
C224	130.00'	28°33'13"	64.79'	64.12'	N 23°45'35" E
C247	62.00'	23°10'05"	25.07'	24.90'	N 68°47'44" W
C248	30.00'	15°38'33"	8.19'	8.16'	N 88°12'03" W

LEGEND:

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- L.C.E.C. - INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT

SYMBOL LEGEND:

- ⊙ - INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.081
- - INDICATES BEGINNING OF CURVE OR ANGLE BREAK
- - INDICATES SET PERMANENT REFERENCE MONUMENT (PRM) 5/8" IRON ROD AND CAP STAMPED PRM BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.

MATCH LINE - SEE SHEET 11 OF 20



# BANKS ENGINEERING

PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS  
SERVING THE STATE OF FLORIDA

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PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

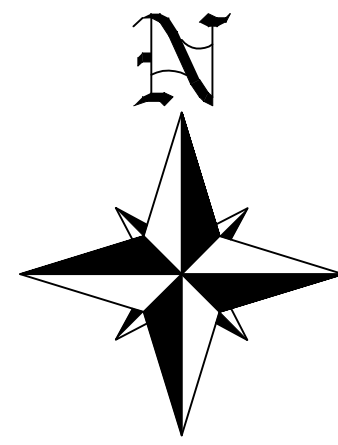
THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.

## CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 7 OF 20



50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

MATCH LINE - SEE SHEET 5 OF 20

MATCH LINE - SEE SHEET 8 OF 20

MATCH LINE - SEE SHEET 4 OF 20

MATCH LINE - SEE SHEET 6 OF 20

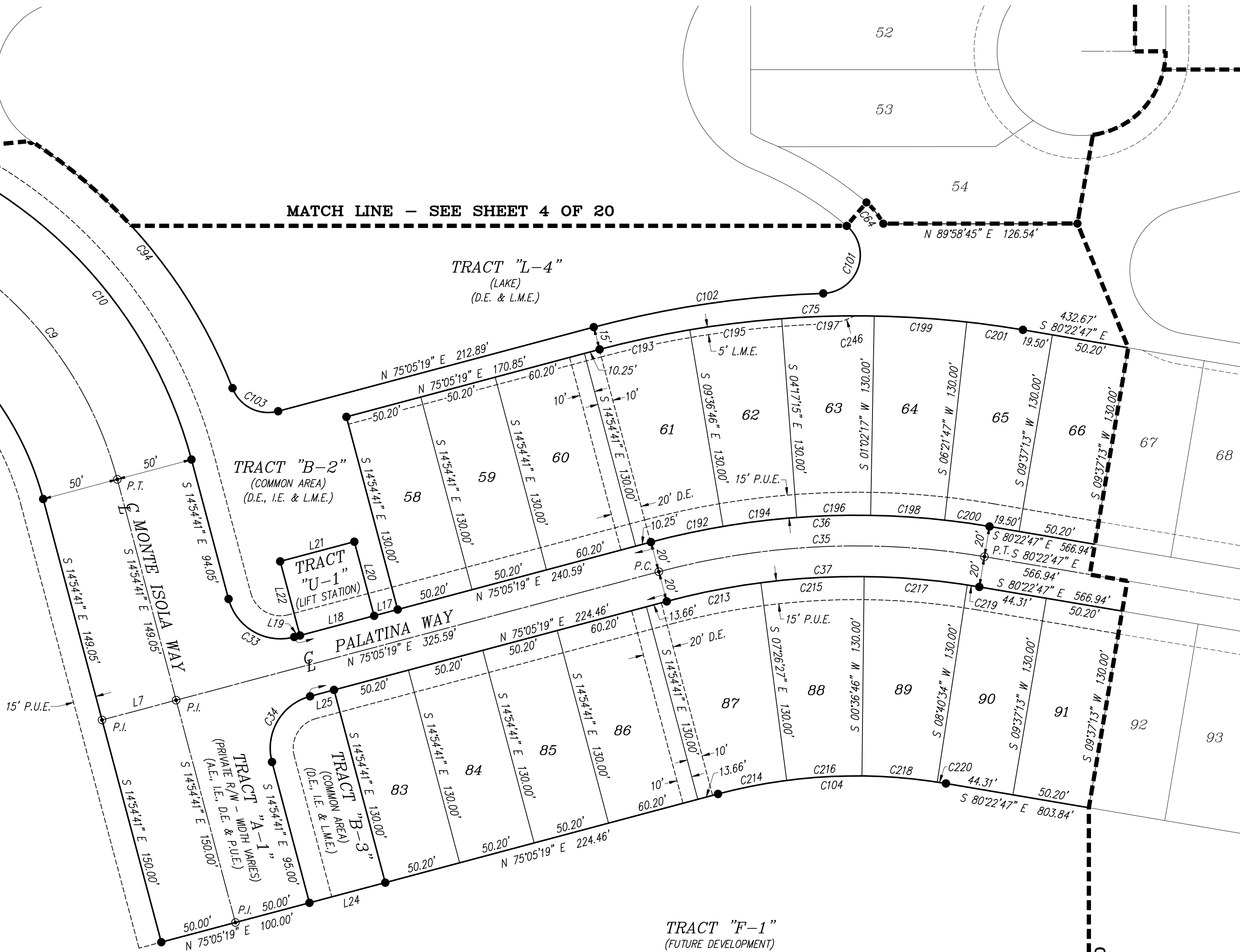
MATCH LINE - SEE SHEET 10 OF 20

### LEGEND:

PG.	INDICATES PAGE
RNG.	INDICATES RANGE
DIA.	INDICATES DIAMETER
TWSP.	INDICATES TOWNSHIP
ALUM.	INDICATES ALUMINUM
P.B.	INDICATES PLAT BOOK
BLVD.	INDICATES BOULEVARD
C	INDICATES CENTERLINE
(NR)	INDICATES NON-RADIAL
ENG.	INDICATES ENGINEERING
R.P.	INDICATES RADIUS POINT
NTS	INDICATES NOT TO SCALE
R/W	INDICATES RIGHT-OF-WAY
27	INDICATES LOT NUMBER 27
U.E.	INDICATES UTILITY EASEMENT
A.E.	INDICATES ACCESS EASEMENT
LB.	INDICATES LICENSED BUSINESS
S.A.L.	INDICATES SEABOARD AIR LINE
I.N.	INDICATES INSTRUMENT NUMBER
P.T.	INDICATES POINT OF TANGENCY
D.E.	INDICATES DRAINAGE EASEMENT
I.E.	INDICATES IRRIGATION EASEMENT
C.M.	INDICATES CONCRETE MONUMENT
P.C.	INDICATES POINT OF CURVATURE
L1	INDICATES LINE 1 OF LINE TABLE
P.I.	INDICATES POINT OF INTERSECTION
O.R.	INDICATES OFFICIAL RECORDS BOOK
P.U.E.	INDICATES PUBLIC UTILITY EASEMENT
L.M.E.	INDICATES LAKE MAINTENANCE EASEMENT
P.R.C.	INDICATES POINT OF REVERSE CURVATURE
C1	INDICATES CURVE 1 OF THE CURVE TABLE
P.C.C.	INDICATES POINT OF COMPOUND CURVATURE
PRM	INDICATES PERMANENT REFERENCE MONUMENT
PSM	INDICATES PROFESSIONAL SURVEYOR AND MAPPER
L.C.E.C.	INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT

### SYMBOL LEGEND:

⊙	INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091
●	INDICATES BEGINNING OF CURVE OR ANGLE BREAK
■	INDICATES SET PERMANENT REFERENCE MONUMENT (PRM) 5/8" IRON ROD AND CAP STAMPED PRM BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.



### LINE TABLE

LINE	BEARING	DISTANCE
L7	N 75°05'19" E	50.00'
L17	S 75°05'19" W	15.91'
L18	S 75°05'19" W	50.00'
L19	S 75°05'19" W	3.83'
L20	S 14°54'41" E	50.00'
L21	S 75°05'19" W	50.00'
L22	S 14°54'41" E	50.00'
L24	N 75°05'19" E	51.13'
L25	N 75°05'19" E	16.13'

### CURVE TABLE

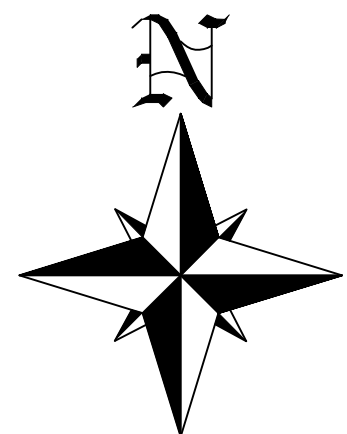
CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C9	250.00'	48°08'22"	210.05'	203.92'	S 38°58'51" E
C10	300.00'	48°08'22"	252.06'	244.71'	S 38°58'51" E
C11	200.00'	48°08'22"	168.04'	163.14'	S 38°58'51" E
C33	35.00'	90°00'00"	54.98'	49.50'	S 59°54'41" E
C34	35.00'	90°00'00"	54.98'	49.50'	N 30°05'19" E
C35	500.00'	24°31'54"	214.08'	212.45'	N 87°21'16" E
C36	520.00'	24°31'54"	222.64'	220.95'	N 87°21'16" E
C37	480.00'	24°31'54"	205.52'	203.95'	N 87°21'16" E
C64	45.00'	22°40'23"	17.81'	17.69'	S 38°29'13" E
C75	650.00'	24°31'54"	278.30'	276.18'	S 87°21'16" W
C94	340.00'	35°36'02"	211.26'	207.88'	N 39°09'10" W
C101	25.00'	137°58'06"	60.20'	46.67'	S 19°09'38" W
C102	665.00'	13°03'22"	151.54'	151.21'	S 81°37'00" W
C103	25.00'	83°33'32"	36.46'	33.31'	N 63°07'55" W
C104	350.00'	24°31'54"	149.86'	148.71'	N 87°21'16" E
C192	520.00'	05°17'55"	48.09'	48.07'	N 77°44'17" E
C193	650.00'	05°17'55"	60.11'	60.09'	N 77°44'17" E
C194	520.00'	05°19'31"	48.33'	48.31'	N 83°03'00" E
C195	650.00'	05°19'31"	60.41'	60.39'	N 83°03'00" E
C196	520.00'	05°19'31"	48.33'	48.31'	N 88°22'31" E
C197	650.00'	05°19'31"	60.41'	60.39'	N 88°22'31" E
C198	520.00'	05°19'30"	48.33'	48.31'	S 86°17'58" E
C199	650.00'	05°19'30"	60.41'	60.39'	S 86°17'58" E
C200	520.00'	03°15'26"	29.56'	29.56'	S 82°00'30" E
C201	650.00'	03°15'26"	36.95'	36.95'	S 82°00'30" E
C213	480.00'	07°28'14"	62.58'	62.54'	N 78°49'26" E
C214	350.00'	07°28'14"	45.63'	45.60'	N 78°49'26" E
C215	480.00'	08°03'13"	67.47'	67.41'	N 86°35'09" E
C216	350.00'	08°03'13"	49.20'	49.16'	N 86°35'09" E
C217	480.00'	08°03'48"	67.55'	67.50'	S 85°21'20" E
C218	350.00'	08°03'48"	49.26'	49.22'	S 85°21'20" E
C219	480.00'	00°56'40"	7.91'	7.91'	S 80°51'06" E
C220	350.00'	00°56'40"	5.77'	5.77'	S 80°51'06" E
C246	45.00'	26°23'50"	20.73'	20.55'	N 74°56'46" E

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ENGINEERING

PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS  
SERVING THE STATE OF FLORIDA

10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.



50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

LINE TABLE

LINE	BEARING	DISTANCE
L41	N 89°47'08" E	35.00'
L42	S 00°12'52" E	99.99'
L43	N 89°47'08" E	15.00'
L44	S 89°51'07" E	54.63'
L45	S 00°12'52" E	67.50'
L46	N 89°51'07" W	55.00'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C3	1024.94'	12°25'42"	222.33'	221.89'	N 06°25'43" W
C229	1045.00'	12°26'49"	227.02'	226.57'	N 06°25'44" W

LEGEND:

- PG. — INDICATES PAGE  
RNG. — INDICATES RANGE  
DIA. — INDICATES DIAMETER  
TWP. — INDICATES TOWNSHIP  
ALUM. — INDICATES ALUMINUM  
P.B. — INDICATES PLAT BOOK  
BLVD. — INDICATES BOULEVARD  
C — INDICATES CENTERLINE  
(NR) — INDICATES NON-RADIAL  
ENG. — INDICATES ENGINEERING  
R.P. — INDICATES RADIUS POINT  
NTS — INDICATES NOT TO SCALE  
R/W — INDICATES RIGHT-OF-WAY  
27 — INDICATES LOT NUMBER 27  
U.E. — INDICATES UTILITY EASEMENT  
A.E. — INDICATES ACCESS EASEMENT  
LB. — INDICATES LICENSED BUSINESS  
S.A.L. — INDICATES SEABOARD AIR LINE  
I.N. — INDICATES INSTRUMENT NUMBER  
P.T. — INDICATES POINT OF TANGENCY  
D.E. — INDICATES DRAINAGE EASEMENT  
I.E. — INDICATES IRRIGATION EASEMENT  
C.M. — INDICATES CONCRETE MONUMENT  
P.C. — INDICATES POINT OF CURVATURE  
LI — INDICATES LINE 1 OF LINE TABLE  
P.I. — INDICATES POINT OF INTERSECTION  
O.R. — INDICATES OFFICIAL RECORDS BOOK  
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SYMBOL LEGEND:

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WITH F.S. SECTION 177.091  
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■ — INDICATES SET PERMANENT REFERENCE MONUMENT  
(PRM) 5/8" IRON ROD AND CAP STAMPED PRM  
BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.

CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 8 OF 20

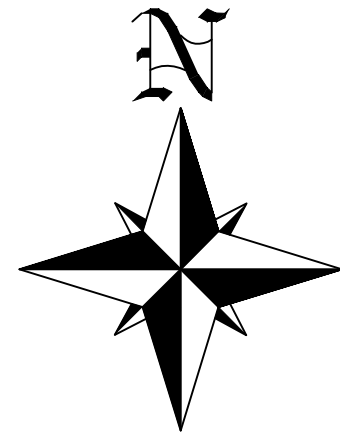


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ALLEN M. VOSE III, P.S.M.



50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

LINE TABLE

LINE	BEARING	DISTANCE
L47	N 49°47'20" E	31.06'
L48	N 65°34'31" E	47.42'
L49	N 80°32'46" E	38.87'
L50	N 96°20'01" E	31.30'
L51	N 57°33'07" E	45.43'
L52	N 63°27'20" E	43.09'
L53	N 82°24'44" E	56.77'
L54	N 90°00'00" E	34.20'
L55	S 79°42'15" E	43.15'
L56	S 43°38'27" W	27.44'
L57	S 43°38'27" W	26.84'
L58	S 41°30'58" E	8.29'
L59	S 69°19'30" E	25.51'
L60	S 09°10'13" W	91.38'
L64	S 84°00'15" E	33.00'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1174.94'	05°57'01"	122.02'	121.96'	N 03°01'15" E
C2	1024.94'	06°12'37"	111.09'	111.04'	N 02°53'27" E
C232	372.50'	16°31'14"	107.41'	107.03'	N 10°33'18" E
C233	1057.94'	04°19'32"	79.87'	79.85'	N 03°49'59" E
C235	1174.94'	04°29'14"	92.02'	91.99'	N 03°45'08" E
C236	1154.94'	05°57'01"	119.94'	119.89'	N 03°01'15" E
C237	1044.94'	06°12'37"	113.26'	113.20'	N 02°53'27" E

LEGEND:

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- RNG. — INDICATES RANGE
- DIA. — INDICATES DIAMETER
- TWSP. — INDICATES TOWNSHIP
- ALUM. — INDICATES ALUMINUM
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- R.P. — INDICATES RADIUS POINT
- NTS — INDICATES NOT TO SCALE
- R/W — INDICATES RIGHT-OF-WAY
- 27 — INDICATES LOT NUMBER 27
- U.E. — INDICATES UTILITY EASEMENT
- A.E. — INDICATES ACCESS EASEMENT
- LB. — INDICATES LICENSED BUSINESS
- S.A.L. — INDICATES SEABOARD AIR LINE
- I.N. — INDICATES INSTRUMENT NUMBER
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- C.M. — INDICATES CONCRETE MONUMENT
- P.C. — INDICATES POINT OF CURVATURE
- LI — INDICATES LINE 1 OF LINE TABLE
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- P.R.C. — INDICATES POINT OF REVERSE CURVATURE
- C1 — INDICATES CURVE 1 OF THE CURVE TABLE
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- PRM — INDICATES PERMANENT REFERENCE MONUMENT
- PSM — INDICATES PROFESSIONAL SURVEYOR AND MAPPER
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SYMBOL LEGEND:

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CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 9 OF 20

MATCH LINE - SEE SHEET 8 OF 20

TRACT "F-1"  
(FUTURE DEVELOPMENT)

CONSERVATION EASEMENT  
(I.N. 2007000047962)

SABAL SPRINGS GOLF AND RACQUET CLUB  
(PLAT BOOK 68, PAGES 41-45)

FOUND P.R.M.  
4"x4" C.M.  
"N&K ENG. PRM  
PLS 4666"

MATCH LINE - SEE SHEET 14 OF 20

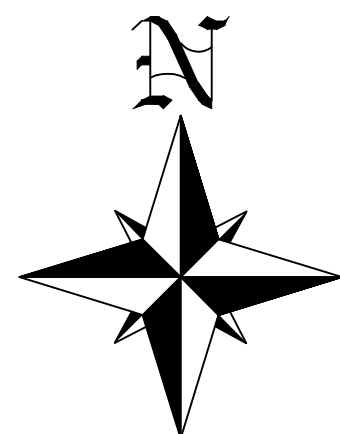
MATCH LINE - SEE SHEET 10 OF 20

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50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 10 OF 20

MATCH LINE - SEE SHEET 7 OF 20

TRACT "F-1"  
(FUTURE DEVELOPMENT)

MATCH LINE - SEE SHEET 9 OF 20

MATCH LINE - SEE SHEET 11 OF 20

NORTH-SOUTH QUARTER SECTION LINE  
SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST

LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
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- (NR) - INDICATES NON-RADIAL
- ENG. - INDICATES ENGINEERING
- R.P. - INDICATES RADIUS POINT
- NTS - INDICATES NOT TO SCALE
- R/W - INDICATES RIGHT-OF-WAY
- 27 - INDICATES LOT NUMBER 27
- U.E. - INDICATES UTILITY EASEMENT
- A.E. - INDICATES ACCESS EASEMENT
- LB. - INDICATES LICENSED BUSINESS
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- P.U.E. - INDICATES PUBLIC UTILITY EASEMENT
- L.M.E. - INDICATES LAKE MAINTENANCE EASEMENT
- P.R.C. - INDICATES POINT OF REVERSE CURVATURE
- CI - INDICATES CURVE 1 OF THE CURVE TABLE
- P.C.C. - INDICATES POINT OF COMPOUND CURVATURE
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SYMBOL LEGEND:

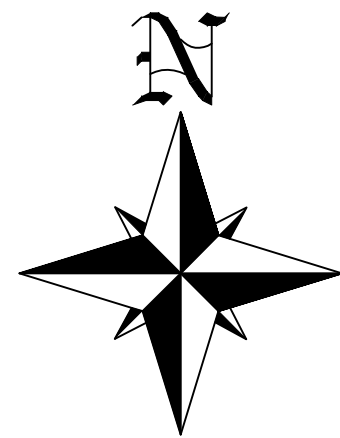
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MATCH LINE - SEE SHEET 13 OF 20

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50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 11 OF 20

MATCH LINE - SEE SHEET 6 OF 20

MATCH LINE - SEE SHEET 10 OF 20

NORTH-SOUTH QUARTER SECTION LINE  
SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST

TRACT "F-1"  
(FUTURE DEVELOPMENT)

S 11°11'14" E 5331.38'  
1324.55' (P.R.M. TO P.R.M.)

UNPLATTED  
(FORMER S.A.L. RAILROAD)

75' (N. 2006000318764)

1334.35'

1324.55'

75'

100'

70' L.C.E.C.  
(O.R. 2298,  
PG. 3011)

15' U.E.  
(O.R. 1967,  
PG. 2830)

15'

55'

MATCH LINE - SEE SHEET 12 OF 20

LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
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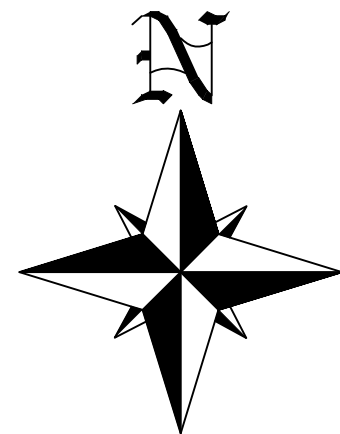
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50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 12 OF 20

MATCH LINE - SEE SHEET 11 OF 20

EAST-WEST QUARTER SECTION LINE  
SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST

MATCH LINE - SEE SHEET 13 OF 20

NORTH-SOUTH QUARTER SECTION LINE  
SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST

TRACT "F-1"  
(FUTURE DEVELOPMENT)

LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
- P.B. - INDICATES PLAT BOOK
- BLVD. - INDICATES BOULEVARD
- CL - INDICATES CENTERLINE
- (NR) - INDICATES NON-RADIAL
- ENG. - INDICATES ENGINEERING
- R.P. - INDICATES RADIUS POINT
- NTS - INDICATES NOT TO SCALE
- R/W - INDICATES RIGHT-OF-WAY
- 27 - INDICATES LOT NUMBER 27
- U.E. - INDICATES UTILITY EASEMENT
- A.E. - INDICATES ACCESS EASEMENT
- LB. - INDICATES LICENSED BUSINESS
- S.A.L. - INDICATES SEABOARD AIR LINE
- I.N. - INDICATES INSTRUMENT NUMBER
- P.T. - INDICATES POINT OF TANGENCY
- D.E. - INDICATES DRAINAGE EASEMENT
- I.E. - INDICATES IRRIGATION EASEMENT
- C.M. - INDICATES CONCRETE MONUMENT
- P.C. - INDICATES POINT OF CURVATURE
- LI - INDICATES LINE 1 OF LINE TABLE
- P.I. - INDICATES POINT OF INTERSECTION
- O.R. - INDICATES OFFICIAL RECORDS BOOK
- P.U.E. - INDICATES PUBLIC UTILITY EASEMENT
- L.M.E. - INDICATES LAKE MAINTENANCE EASEMENT
- P.R.C. - INDICATES POINT OF REVERSE CURVATURE
- C1 - INDICATES CURVE 1 OF THE CURVE TABLE
- P.C.C. - INDICATES POINT OF COMPOUND CURVATURE
- PRM - INDICATES PERMANENT REFERENCE MONUMENT
- PSM - INDICATES PROFESSIONAL SURVEYOR AND MAPPER
- L.C.E.C. - INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT

SYMBOL LEGEND:

- ⊙ - INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091
- - INDICATES BEGINNING OF CURVE OR ANGLE BREAK
- - INDICATES SET PERMANENT REFERENCE MONUMENT (PRM) 5/8" IRON ROD AND CAP STAMPED PRM BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.

MATCH LINE - SEE SHEET 17 OF 20

75' (O.N. 2006000318764)  
S 11°11'14" E 5331.38'  
1368.87' (P.R.M. TO P.R.M.)

662.53'

70' L.C.E.C.  
(O.R. 2298,  
PG. 3011)

15' U.E.  
(O.R. 1967,  
PG. 2830)

15' U.E.  
(O.R. 1967,  
PG. 2830)

N 33°48'46" E 3181.08'  
N 37°42'46" E 3181.08'

UNPLATTED  
(FORMER S.A.L. RAILROAD)

75'

100'



BANKS  
ENGINEERING

PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS  
SERVING THE STATE OF FLORIDA

10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.

CRANE LANDING

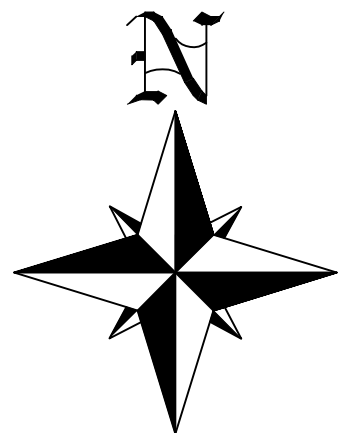
A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 13 OF 20

MATCH LINE - SEE SHEET 10 OF 20

EAST-WEST QUARTER SECTION LINE  
SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST



50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

MATCH LINE - SEE SHEET 14 OF 20

NORTH-SOUTH QUARTER SECTION LINE  
SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST

MATCH LINE - SEE SHEET 12 OF 20

TRACT "F-1"  
(FUTURE DEVELOPMENT)

LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
- P.B. - INDICATES PLAT BOOK
- BLVD. - INDICATES BOULEVARD
- © - INDICATES CENTERLINE
- (NR) - INDICATES NON-RADIAL
- ENG. - INDICATES ENGINEERING
- R.P. - INDICATES RADIUS POINT
- NTS - INDICATES NOT TO SCALE
- R/W - INDICATES RIGHT-OF-WAY
- 27 - INDICATES LOT NUMBER 27
- U.E. - INDICATES UTILITY EASEMENT
- A.E. - INDICATES ACCESS EASEMENT
- LB. - INDICATES LICENSED BUSINESS
- S.A.L. - INDICATES SEABOARD AIR LINE
- I.N. - INDICATES INSTRUMENT NUMBER
- P.T. - INDICATES POINT OF TANGENCY
- D.E. - INDICATES DRAINAGE EASEMENT
- I.E. - INDICATES IRRIGATION EASEMENT
- C.M. - INDICATES CONCRETE MONUMENT
- P.C. - INDICATES POINT OF CURVATURE
- LI - INDICATES LINE 1 OF LINE TABLE
- P.I. - INDICATES POINT OF INTERSECTION
- O.R. - INDICATES OFFICIAL RECORDS BOOK
- P.U.E. - INDICATES PUBLIC UTILITY EASEMENT
- L.M.E. - INDICATES LAKE MAINTENANCE EASEMENT
- P.R.C. - INDICATES POINT OF REVERSE CURVATURE
- C1 - INDICATES CURVE 1 OF THE CURVE TABLE
- P.C.C. - INDICATES POINT OF COMPOUND CURVATURE
- PRM - INDICATES PERMANENT REFERENCE MONUMENT
- PSM - INDICATES PROFESSIONAL SURVEYOR AND MAPPER
- L.C.E.C. - INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT

SYMBOL LEGEND:

- ⊙ - INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091
- - INDICATES BEGINNING OF CURVE OR ANGLE BREAK
- - INDICATES SET PERMANENT REFERENCE MONUMENT (PRM) 5/8" IRON ROD AND CAP STAMPED PRM BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.

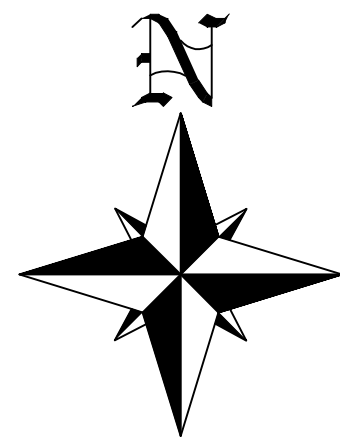
MATCH LINE - SEE SHEET 16 OF 20

BANKS  
ENGINEERING

PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS  
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10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.



50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

LINE TABLE

LINE	BEARING	DISTANCE
L61	S 48°50'22" W	45.63'
L62	S 00°12'52" E	30.00'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C234	1174.94'	01°27'47"	30.00'	30.00'	N 00°46'38" E

LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
- P.B. - INDICATES PLAT BOOK
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- A.E. - INDICATES ACCESS EASEMENT
- LB. - INDICATES LICENSED BUSINESS
- S.A.L. - INDICATES SEABOARD AIR LINE
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CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 14 OF 20

MATCH LINE - SEE SHEET 9 OF 20

UNPLATTED

N 00°02'44" E 2649.76'

1324.88' (P.R.M. TO P.R.M.)

N 00°02'44" E 1400.00'

NORTHWEST CORNER  
SOUTHWEST QUARTER  
SECTION 23  
UNABLE TO SET P.R.M.  
FOUND 3.5"x3.5" C.M.  
"STARNES & ASSOC.  
LS 2465"  
SET WITNESS  
1.00' SOUTH

UTILITY EASEMENT AND  
RIGHT-OF-WAY  
(O.R. 2167, PG. 2307)

EAST-WEST QUARTER SECTION LINE

SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST

CONSERVATION EASEMENT  
(I.N. 2007000047962)

TRACT "F-1"  
(FUTURE DEVELOPMENT)

MATCH LINE - SEE SHEET 15 OF 20

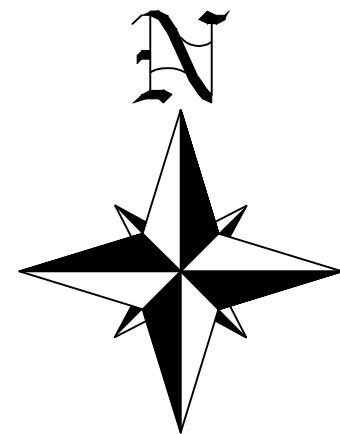
MATCH LINE - SEE SHEET 13 OF 20

BANKS  
ENGINEERING

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10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.



50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

LINE TABLE

LINE	BEARING	DISTANCE
L63	S 89°46'52" E	20.00'

LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
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- R.P. - INDICATES RADIUS POINT
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- R/W - INDICATES RIGHT-OF-WAY
- 27 - INDICATES LOT NUMBER 27
- U.E. - INDICATES UTILITY EASEMENT
- A.E. - INDICATES ACCESS EASEMENT
- LB. - INDICATES LICENSED BUSINESS
- S.A.L. - INDICATES SEABOARD AIR LINE
- I.N. - INDICATES INSTRUMENT NUMBER
- P.T. - INDICATES POINT OF TANGENCY
- D.E. - INDICATES DRAINAGE EASEMENT
- I.E. - INDICATES IRRIGATION EASEMENT
- C.M. - INDICATES CONCRETE MONUMENT
- P.C. - INDICATES POINT OF CURVATURE
- L1 - INDICATES LINE 1 OF LINE TABLE
- P.I. - INDICATES POINT OF INTERSECTION
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- P.U.E. - INDICATES PUBLIC UTILITY EASEMENT
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- PRM - INDICATES PERMANENT REFERENCE MONUMENT
- PSM - INDICATES PROFESSIONAL SURVEYOR AND MAPPER
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SYMBOL LEGEND:

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CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 15 OF 20

MATCH LINE - SEE SHEET 14 OF 20

UTILITY EASEMENT AND  
RIGHT-OF-WAY  
(O.R. 2167, PG. 2307)

UNPLATTED

WEST LINE SW 1/4 SECTION 23  
1324.88' (P.R.M. TO P.R.M.)

N 00°02'44" E 2649.76'  
75.04'  
L63

1324.88' (P.R.M. TO P.R.M.)

TRACT "F-1"  
(FUTURE DEVELOPMENT)

MATCH LINE - SEE SHEET 20 OF 20

MATCH LINE - SEE SHEET 16 OF 20

BANKS  
ENGINEERING

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10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

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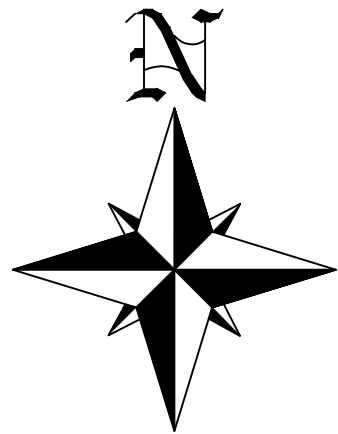
CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 16 OF 20

MATCH LINE - SEE SHEET 13 OF 20



50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

MATCH LINE - SEE SHEET 15 OF 20

LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
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- P.C. - INDICATES POINT OF CURVATURE
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- PSM - INDICATES PROFESSIONAL SURVEYOR AND MAPPER
- L.C.E.C. - INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT

SYMBOL LEGEND:

- ⊙ - INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091
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MATCH LINE - SEE SHEET 19 OF 20

NORTH-SOUTH QUARTER SECTION LINE  
SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST

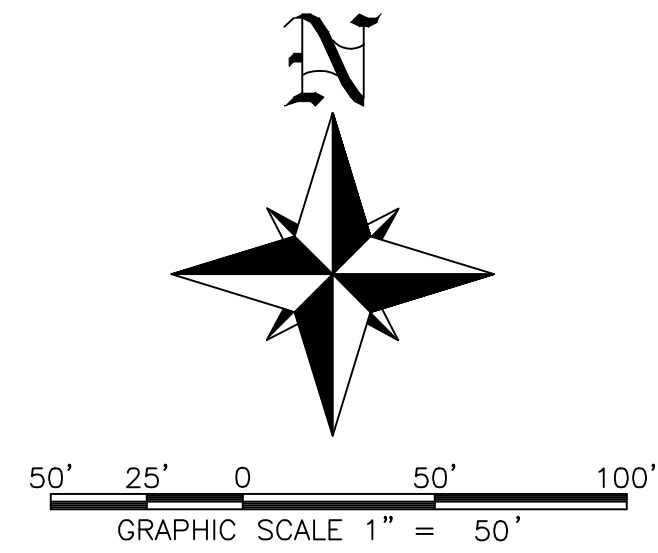
MATCH LINE - SEE SHEET 17 OF 20

**BANKS**  
ENGINEERING

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10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.



*CURVE TABLE*

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C240	745.00'	40°46'20"	530.15'	519.03'	N 07°35'06" W

LEGEND:

- |          |   |           |  |
|----------|---|-----------|--|
| PG.      | - | INDICATES | PAGE                                     |
| RNG.     | - | INDICATES | RANGE                                    |
| DIA.     | - | INDICATES | DIAMETER                                 |
| TWSP.    | - | INDICATES | TOWNSHIP                                 |
| ALUM.    | - | INDICATES | ALUMINUM                                 |
| P.B.     | - | INDICATES | PLAT BOOK                                |
| BLVD.    | - | INDICATES | BOULEVARD                                |
| CL       | - | INDICATES | CENTERLINE                               |
| (NR)     | - | INDICATES | NON-RADIAL                               |
| ENG.     | - | INDICATES | ENGINEERING                              |
| R.P.     | - | INDICATES | RADIUS POINT                             |
| NTS      | - | INDICATES | NOT TO SCALE                             |
| R/W      | - | INDICATES | RIGHT-OF-WAY                             |
| 27       | - | INDICATES | LOT NUMBER 27                            |
| U.E.     | - | INDICATES | UTILITY EASEMENT                         |
| A.E.     | - | INDICATES | ACCESS EASEMENT                          |
| LB       | - | INDICATES | LICENSED BUSINESS                        |
| S.A.L.   | - | INDICATES | SEABOARD AIR LINE                        |
| I.N.     | - | INDICATES | INSTRUMENT NUMBER                        |
| P.T.     | - | INDICATES | POINT OF TANGENCY                        |
| D.E.     | - | INDICATES | DRAINAGE EASEMENT                        |
| I.E.     | - | INDICATES | IRRIGATION EASEMENT                      |
| C.M.     | - | INDICATES | CONCRETE MONUMENT                        |
| P.C.     | - | INDICATES | POINT OF CURVATURE                       |
| L1       | - | INDICATES | LINE 1 OF LINE TABLE                     |
| P.I.     | - | INDICATES | POINT OF INTERSECTION                    |
| O.R.     | - | INDICATES | OFFICIAL RECORDS BOOK                    |
| P.U.E.   | - | INDICATES | PUBLIC UTILITY EASEMENT                  |
| L.M.E.   | - | INDICATES | LAKE MAINTENANCE EASEMENT                |
| P.R.C.   | - | INDICATES | POINT OF REVERSE CURVATURE               |
| C1       | - | INDICATES | CURVE 1 OF THE CURVE TABLE               |
| P.C.C.   | - | INDICATES | POINT OF COMPOUND CURVATURE              |
| PRM      | - | INDICATES | PERMANENT REFERENCE MONUMENT             |
| PSM      | - | INDICATES | PROFESSIONAL SURVEYOR AND MAPPER         |
| L.C.E.C. | - | INDICATES | LEE COUNTY ELECTRIC COOPERATIVE EASEMENT |

SYMBOL LEGEND:

- ⊙ - INDICATES PERMANENT CONTROL POINT (P.C.P.),  
NAIL AND METAL DISK BEARING THE SURVEYOR'S  
CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE  
WITH F.S. SECTION 17.091
- - INDICATES BEGINNING OF CURVE OR ANGLE BREAK
- - INDICATES SET PERMANENT REFERENCE MONUMENT  
(PRM) 5/8" IRON ROD AND CAP STAMPED PRM  
BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.

# CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

MATCH LINE - SEE SHEET 18 OF 20

NORTH-SOUTH QUARTER SECTION LINE  
SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST

MATCH LINE - SEE SHEET 16 OF 20

TRACT "F-1"  
(FUTURE DEVELOPMENT)

MATCH LINE - SEE SHEET 18 OF 20

15' U.E.—  
(O.R. 1967,  
PG. 2830)

70' L.C.E.C.  
(O.R. 2298  
PG. 3011)

C240

CONSERVATION  
EASEMENT  
(I.N. 2007000047962)

UNPLATTED

UNPLATTED  
(FORMER S.A.L. RAILROAD)

1339.66\* (P.R.M. 10)

15' U.  
(O.R. 15  
PG. 28.

$$\underline{\underline{800.63}}$$



BANKS  
ENGINEERING

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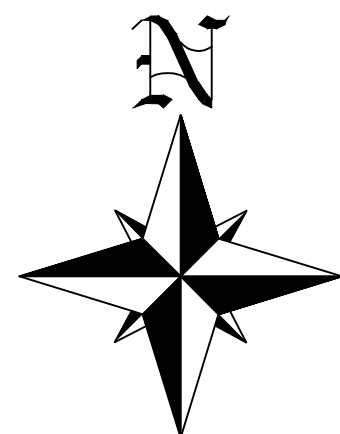
THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.

CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 19 OF 20



50' 25' 0 50' 100'  
GRAPHIC SCALE 1" = 50'

LINE TABLE

LINE	BEARING	DISTANCE
L68	S 00°02'44" W	30.00'

TRACT "F-1"  
(FUTURE DEVELOPMENT)

LEGEND:

- PG. - INDICATES PAGE
- RNG. - INDICATES RANGE
- DIA. - INDICATES DIAMETER
- TWSP. - INDICATES TOWNSHIP
- ALUM. - INDICATES ALUMINUM
- P.B. - INDICATES PLAT BOOK
- BLVD. - INDICATES BOULEVARD
- CL - INDICATES CENTERLINE
- (NR) - INDICATES NON-RADIAL
- ENG. - INDICATES ENGINEERING
- R.P. - INDICATES RADIUS POINT
- NTS - INDICATES NOT TO SCALE
- R/W - INDICATES RIGHT-OF-WAY
- 27 - INDICATES LOT NUMBER 27
- U.E. - INDICATES UTILITY EASEMENT
- A.E. - INDICATES ACCESS EASEMENT
- LB - INDICATES LICENSED BUSINESS
- S.A.L. - INDICATES SEABOARD AIR LINE
- I.N. - INDICATES INSTRUMENT NUMBER
- P.T. - INDICATES POINT OF TANGENCY
- D.E. - INDICATES DRAINAGE EASEMENT
- I.E. - INDICATES IRRIGATION EASEMENT
- C.M. - INDICATES CONCRETE MONUMENT
- P.C. - INDICATES POINT OF CURVATURE
- L1 - INDICATES LINE 1 OF LINE TABLE
- P.I. - INDICATES POINT OF INTERSECTION
- O.R. - INDICATES OFFICIAL RECORDS BOOK
- P.U.E. - INDICATES PUBLIC UTILITY EASEMENT
- L.M.E. - INDICATES LAKE MAINTENANCE EASEMENT
- P.R.C. - INDICATES POINT OF REVERSE CURVATURE
- C1 - INDICATES CURVE 1 OF THE CURVE TABLE
- P.C.C. - INDICATES POINT OF COMPOUND CURVATURE
- PRM - INDICATES PERMANENT REFERENCE MONUMENT
- PSM - INDICATES PROFESSIONAL SURVEYOR AND MAPPER
- L.C.E.C. - INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT

SYMBOL LEGEND:

- ⊙ - INDICATES PERMANENT CONTROL POINT (P.C.P.), NAIL AND METAL DISK BEARING THE SURVEYOR'S CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE WITH F.S. SECTION 177.091
- - INDICATES BEGINNING OF CURVE OR ANGLE BREAK
- - INDICATES SET PERMANENT REFERENCE MONUMENT (PRM) 5/8" IRON ROD AND CAP STAMPED PRM BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.

MATCH LINE - SEE SHEET 19 OF 20

MATCH LINE - SEE SHEET 19 OF 20

NORTH-SOUTH QUARTER SECTION LINE  
SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST

GARDEN STREET  
(60' RIGHT-OF-WAY)

S 89°50'59" W 505.06'

N 00°02'44" E 567.97'

UNPLATTED

S 00°02'44" W 567.97'

10' UTILITY EASEMENT  
(O.R. 2443, PG. 285)

30' DRAINAGE EASEMENT  
AND RIGHT-OF-WAY  
(O.R. 1655, PG. 1369)

10' UTILITY EASEMENT  
(O.R. 2443, PG. 288)

30' DRAINAGE EASEMENT  
AND RIGHT-OF-WAY  
(O.R. 1655, PG. 1369)

30' DRAINAGE EASEMENT  
(O.R. 2047, PG. 1613)  
(O.R. 1655, PG. 1372)

S 89°50'59" W 634.36'

N 88°39'48" W 1149.17'

WALSH SUBDIVISION  
(P.B. 34, PAGE 5)

UNPLATTED

DOS2005-00244 / PLT2020-00014



BANKS  
ENGINEERING

PROFESSIONAL ENGINEERS, PLANNERS, & LAND SURVEYORS  
SERVING THE STATE OF FLORIDA

10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33966  
PHONE: 239-939-5490 FAX: 239-939-2523  
FLORIDA BUSINESS CERTIFICATE NUMBER LB 6690

THIS INSTRUMENT WAS PREPARED BY:  
ALLEN M. VOSE III, P.S.M.

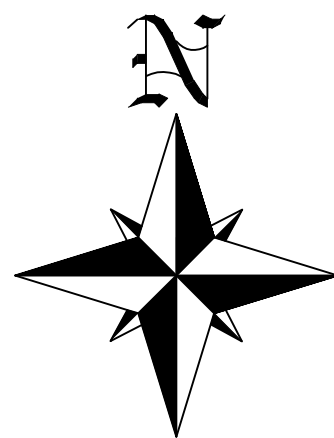
CRANE LANDING

A SUBDIVISION LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA

INSTRUMENT NUMBER \_\_\_\_\_

SHEET 20 OF 20

MATCH LINE - SEE SHEET 15 OF 20



LINE TABLE

LINE	BEARING	DISTANCE
L65	S 00°02'44" W	14.00'
L66	N 89°50'59" E	60.00'
L67	N 89°50'59" E	60.00'

LEGEND:

- PG. - INDICATES PAGE  
RNG. - INDICATES RANGE  
DIA. - INDICATES DIAMETER  
TWSP. - INDICATES TOWNSHIP  
ALUM. - INDICATES ALUMINUM  
P.B. - INDICATES PLAT BOOK  
BLVD. - INDICATES BOULEVARD  
C - INDICATES CENTERLINE  
(NR) - INDICATES NON-RADIAL  
ENG. - INDICATES ENGINEERING  
R.P. - INDICATES RADIUS POINT  
NTS - INDICATES NOT TO SCALE  
R/W - INDICATES RIGHT-OF-WAY  
27 - INDICATES LOT NUMBER 27  
U.E. - INDICATES UTILITY EASEMENT  
A.E. - INDICATES ACCESS EASEMENT  
LB - INDICATES LICENSED BUSINESS  
S.A.L. - INDICATES SEABOARD AIR LINE  
I.N. - INDICATES INSTRUMENT NUMBER  
P.T. - INDICATES POINT OF TANGENCY  
D.E. - INDICATES DRAINAGE EASEMENT  
I.E. - INDICATES IRRIGATION EASEMENT  
C.M. - INDICATES CONCRETE MONUMENT  
P.C. - INDICATES POINT OF CURVATURE  
L1 - INDICATES LINE 1 OF LINE TABLE  
P.I. - INDICATES POINT OF INTERSECTION  
O.R. - INDICATES OFFICIAL RECORDS BOOK  
P.U.E. - INDICATES PUBLIC UTILITY EASEMENT  
L.M.E. - INDICATES LAKE MAINTENANCE EASEMENT  
P.R.C. - INDICATES POINT OF REVERSE CURVATURE  
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PRM - INDICATES PERMANENT REFERENCE MONUMENT  
PSM - INDICATES PROFESSIONAL SURVEYOR AND MAPPER  
L.C.E.C. - INDICATES LEE COUNTY ELECTRIC COOPERATIVE EASEMENT

SYMBOL LEGEND:

- ⊙ - INDICATES PERMANENT CONTROL POINT (P.C.P.),  
NAIL AND METAL DISK BEARING THE SURVEYOR'S  
CERTIFICATE NUMBER, TO BE SET IN ACCORDANCE  
WITH F.S. SECTION 177.091  
■ - INDICATES BEGINNING OF CURVE OR ANGLE BREAK  
■ - INDICATES SET PERMANENT REFERENCE MONUMENT  
(PRM) 5/8" IRON ROD AND CAP STAMPED PRM  
BANKS ENG. LB 6690, UNLESS OTHERWISE SHOWN.

TRACT "F-1"  
(FUTURE DEVELOPMENT)

MATCH LINE - SEE SHEET 19 OF 20

SOUTHWEST CORNER  
SECTION 23  
UNABLE TO SET P.R.M.  
FOUND 3.5"x3.5" C.M.  
"STARNES & ASSOC.  
LS 2465"  
SET WITNESS  
1.00' EAST

14' UTILITY EASEMENT  
(O.R. 2443, PG. 283)

30' INGRESS AND EGRESS  
EASEMENT  
(O.R. 2047, PG. 1613)

10' UTILITY EASEMENT  
(O.R. 2443, PG. 291)

10' UTILITY EASEMENT  
(O.R. 2443, PG. 294)

COLLIER AND RUPERT'S  
SUBDIVISION (UNRECORDED)

WINONA DRIVE  
(50' RIGHT-OF-WAY)

COLLIER AND RUPERT'S  
SUBDIVISION (UNRECORDED)

N. SECOND STREET  
(50' RIGHT-OF-WAY)

UNPLATTED

UNPLATTED

DOS2005-00244 / PLT2020-00014



**AGREEMENT REGARDING THE  
ACQUISITION OF CERTAIN WORK PRODUCT,  
INFRASTRUCTURE AND REAL PROPERTY**

**THIS AGREEMENT REGARDING THE ACQUISITION OF CERTAIN WORK PRODUCT, INFRASTRUCTURE AND REAL PROPERTY** (this “**Agreement**”) is made and entered into as of this 20th day of November, 2020, by and between **PALERMO COMMUNITY DEVELOPMENT DISTRICT** (the “**District**”), and **U.S. HOME CORPORATION**, a Delaware corporation (the “**Developer**”).

**RECITALS**

**WHEREAS**, the District was established by ordinance of the Board of County Commissioners of Lee County, Florida for the purpose of planning, financing, constructing, acquiring, operating and/or maintaining certain infrastructure, including, but not limited to, roadways, water and wastewater utilities, stormwater management and control facilities, onsite and offsite roadway improvements, landscaping, irrigation and environmental and wildlife mitigation areas and other infrastructure authorized by Chapter 190, Florida Statutes; and

**WHEREAS**, the Developer is the owner and developer of certain lands located within the boundaries of the District; and

**WHEREAS**, the District and the Developer are working to establish a program of public infrastructure improvements to be undertaken by the District (the “**CIP**”) and the District will ultimately formalize that CIP in an Engineer’s Report for the District to be prepared by the District’s engineer (the “**Engineer’s Report**”); and

**WHEREAS**, the District presently intends to finance, in part, the planning, design, acquisition, construction, and installation of the CIP (the “**District Improvements**”) through the issuance and sale of one or more series of Palermo Community Development District Special Assessment Bonds (the “**Bonds**”); and

**WHEREAS**, the District desires to (i) acquire certain portions of the District Improvements within the CIP from the Developer on the terms and conditions set forth herein; and/or (ii) design, construct and install certain portions of the District Improvements within the CIP on its own account; and

**WHEREAS**, the District has not had sufficient monies on hand to allow the District to (i) contract directly for the preparation of the necessary surveys, reports, drawings, plans, permits, specifications, and related documents which would allow the timely commencement and completion of construction of the District Improvements (the “**Work Product**”) and (ii) undertake the actual construction and/or installation of District Improvements; and

**WHEREAS**, the District acknowledges the Developer’s need to commence development of the lands within the District in an expeditious and timely manner and in order to maintain certain permits and entitlements associated with the land within the District; and

**WHEREAS**, the District agrees that it will not have sufficient monies to proceed with either the preparation of the Work Product or the commencement of construction of the District Improvements to be described in the Engineer’s Report until such time as the District has closed on the sale of the Bonds; and

**WHEREAS**, in order to avoid a delay in the commencement of the construction of the District Improvements, which delay would also delay the Developer from implementing its planned development program, the Developer has advanced, funded, commenced, and completed and/or will complete or assign certain work to enable the District to expeditiously provide the District Improvements; and

**WHEREAS**, the Developer is under contract to create or has created the Work Product for the District and wishes to convey to the District any and all of Developer's right, title and interest in the Work Product and provide for the parties who actually created the Work Product to allow the District to use and rely on the Work Product, as it is completed; and

**WHEREAS**, the Developer acknowledges that upon its conveyance, the District will have the right to use and rely upon the Work Product for any and all purposes and further desires to release to the District all of its right, title, and interest in and to the Work Product; and

**WHEREAS**, the District desires to acquire ownership of the completed Work Product, as well as the unrestricted right to use and rely upon the Work Product for any and all purposes; and

**WHEREAS**, in order to allow the District to avoid delay as a result of the lengthy process incident to the sale and closing of the District's Bonds, the Developer has commenced construction of some portion of the District Improvements; and

**WHEREAS**, the Developer agrees to convey to the District all right, title and interest in the portion of the District Improvements completed as of each Acquisition Date (as hereinafter defined) with payment from the proceeds of the Bonds (or as otherwise provided for herein) when and if available; and

**WHEREAS**, some of the District Improvements to be acquired by the District may include the acquisition of the Developer's fee simple interest in certain real property within and outside of the District, which may be described in the Engineer's Report (the "**Real Property**"); and

**WHEREAS**, except as to the specific acquisitions of Real Property to be described in the Engineer's Report, in conjunction with the acquisition of the other District Improvements, the Developer will convey to the District without consideration interests in certain real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District; and

**WHEREAS**, the Developer acknowledges that upon its conveyance, the District will have the right to use any real property interests conveyed (including, without limitation, the Real Property) for any and all lawful public purposes (except as provided for in this Agreement); and

**WHEREAS**, the District and the Developer are entering into this Agreement to set forth the process by which the District may acquire certain District Improvements to ensure the timely provision of the CIP and the development.

**NOW, THEREFORE**, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the District and the Developer agree as follows:

**1.     Recitals.** The foregoing recitals are true and correct and incorporated herein by this reference as a material part of this Agreement.

2. **Work Product.** Subject to (i) the provisions of this Agreement, (ii) the adoption by the District of the Engineer's Report; (iii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Bonds are issued), and (iv) the availability of proceeds from the Bonds available for acquisition hereunder, the District agrees to pay the reasonable cost incurred by the Developer in preparation of the Work Product. The Developer shall provide copies of any and all invoices, bills, receipts, or other evidence of costs incurred by the Developer for the Work Product. The parties agree to cooperate and use good faith and best efforts to undertake and complete the acquisition process contemplated by this Agreement on such date or dates as the parties may jointly agree upon (each, an "**Acquisition Date**"). The parties agree that separate or multiple Acquisition Dates may be established for any portion of the acquisitions contemplated by this Agreement. The District Engineer shall review all evidence of cost and shall certify to the Board of Supervisors of the District (the "**District's Board**") the total amount of cost, which in the District Engineer's sole opinion, is reasonable for the Work Product but in no event in excess of the lower of its actual cost or its reasonable fair market value. In the absence of evidence to the contrary, the actual cost of any or all of the Work Product shall be deemed to be its reasonable fair market value. The District Engineer's opinion as to cost shall be set forth in a District Engineer's certificate that shall, at the applicable time set forth herein, accompany or be part of the requisition for any Bond funds from the District's Trustee for the Bonds. In the event that the Developer disputes the District Engineer's opinion as to cost, the District and the Developer agree to use good faith efforts to resolve such dispute. If the parties are unable to resolve any such dispute, the parties agree to jointly select a third party engineer whose decision as to any such dispute shall be binding upon the parties. Such a decision by a third party engineer shall be set forth in an engineer's affidavit that shall accompany the requisition for the funds from the District's Trustee for the Bonds. The parties acknowledge that the Work Product is being acquired for use by the District in connection with the construction of the District Improvements. As to acquisition of Work Product, the following shall apply:

a. Payment for Work Product described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The District shall not be obligated to expend any other funds for Work Product.

b. Subject to the provisions of Section 5, the Developer agrees to convey to the District the Work Product upon payment of the sums determined to be reasonable by the District Engineer (but in no event in excess of the lower of its actual cost or its reasonable fair market value) and approved by the District's Board pursuant to and as set forth in this Agreement. The parties agree to execute such documentation as may be reasonably required to convey the same.

c. The Developer agrees to release to the District all right, title, and interest which the Developer may have in and to the above described Work Product, as well as all common law, statutory, and other reserved rights, including all copyrights in the Work Product and extensions and renewals thereof under United States law and throughout the world, and all publication rights and all subsidiary rights and other rights in and to the Work Product in all forms, mediums, and media, now known or hereinafter devised. To the extent determined necessary by the District, the Developer shall obtain, to the extent reasonably possible, all required releases from any professional providing services in connection with the Work Product to enable the District to use and rely upon the Work Product. Such releases may include, but are not limited to, any architectural, engineering, or other professional services. Such releases shall be provided in a timely manner in the sole discretion of the District.

d. The Developer acknowledges the District's right to use and rely upon the Work Product for any and all purposes.

e. The Developer agrees to provide or cause to be provided to the District, to the extent reasonably possible, either by assignment or directly from such third parties as may be necessary and desirable to the mutual satisfaction of the parties hereto, a warranty that the Work Product is fit for the purposes to which it will be put by the District, as contemplated by the Engineer's Report. Nothing herein shall be construed or interpreted to create a warranty by the Developer of any Work Product produced by an independent third party.

f. The District agrees to allow the Developer access to and use of the Work Product without the payment of any fee by the Developer. However, to the extent the Developer's access to and use of the Work Product causes the District to incur any cost or expense, such as copying costs, the Developer agrees to pay such cost or expense.

### **3. Acquisition of the Public Infrastructure Components of the District Improvements.**

The Developer has constructed, is constructing, or is under contract to construct and complete certain public infrastructure portions of the District Improvements. Subject to (i) the provisions of this Agreement, (ii) the adoption by the District of the Engineer's Report; (iii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness and the requisition process and certifications required by the trust indenture pursuant to which the Bonds are issued), and (iv) the availability of proceeds from the Bonds available for acquisition hereunder, the District agrees to acquire the District Improvements including, but not limited to, those portions of the District Improvements that have been completed prior to the issuance of the Bonds. When a portion of the District Improvements is ready for conveyance by the Developer to the District, the Developer shall notify the District in writing, describing the nature of the improvement, its general location, and its estimated cost. The Developer agrees to provide, at or prior to the Acquisition Date, the following: (i) documentation of actual costs paid; (ii) instruments of conveyance such as warranty bills of sale or such other instruments as may be requested by the District; (iii) evidence of title acceptable to the District, describing the nature of Developer's rights or interest in the portions of the District Improvements being conveyed, and stating that the applicable portions of the District Improvements are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; (iv) evidence that all governmental permits and approvals necessary to install the applicable portion of the District Improvements have been obtained and that the applicable portion of the District Improvements have been built in compliance with such permits and approvals; and (v) any other releases, indemnifications or documentation as may be reasonably requested by the District. The District Engineer in consultation with the District's Counsel shall determine in writing whether or not the infrastructure to be conveyed is a part of the District Improvements contemplated by the Engineer's Report, and if so, shall provide the Developer with a list of items necessary to complete the acquisition. Each such acquisition shall also be subject to the engineering review and certification process in the same manner described in Section 2 above relating to Work Product.

a. The District Manager shall determine, in writing, whether the District has, based on the Developer's estimate of cost, sufficient unencumbered funds to acquire the District Improvements intended to be transferred, subject to the provisions of Section 5. Payment for District Improvements described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The District shall not be obligated to expend any other funds for District Improvements.

b. All documentation of any acquisition (e.g., bills of sale, receipts, maintenance bonds, as-builts, evidence of costs, deeds or easements, etc.) shall be to the reasonable satisfaction of the District Engineer on behalf of the District. If any item acquired is to be conveyed to a third-party

governmental body by the District, then the Developer agrees to cooperate and provide such certifications or documents as may be required by that governmental body, if any.

c. Subject to the provisions of Section 5, the District Engineer shall certify as to the cost of any improvement built or constructed by or at the direction of the Developer, and the District shall pay no more than the actual cost incurred, or the reasonable fair market cost of the improvement, whichever is less, as determined by the District Engineer.

d. At the time of conveyance by the Developer of the Developer's rights or interest in any portion of the District Improvements, the portion of the District Improvements being conveyed shall be completed and in good condition, free from defects, as determined in writing by the District Engineer; and Developer shall warrant to the District and any government entity to which the applicable portion of the District Improvements may be conveyed by the District, guaranteeing the applicable portion of the District Improvements against defects in materials, equipment or construction for a period of one (1) year from the date of conveyance.

e. The Developer agrees to cooperate fully in the transfer of any permits to the District or a governmental entity with maintenance obligations for any portion of the District Improvements conveyed pursuant to this Agreement.

f. In connection with the acquisition of District Improvements, the Developer will convey to the District interests in real property sufficient to allow the District to own, operate, maintain, construct, or install the District Improvements, if any such conveyances are appropriate, and such conveyances shall be in such a form (fee simple, perpetual easement, or other appropriate interest), as reasonably determined by the District. This subsection will not apply to the acquisition of specific portions of Real Property described in the Engineer's Report. Section 4 below will apply with respect to said Real Property. However, any other real property interests necessary for the functioning of the District Improvements to be acquired under this Section and to maintain the tax-exempt status of the Bonds (it being acknowledged that all portions of the District Improvements must be located on governmentally owned property, in public easements or rights-of-way) shall be reviewed and conveyed in accordance with the provisions herein. The District agrees to accept the dedication or conveyance of some or all of the real property over which the District Improvements have been or will be constructed or which otherwise facilitates the operation and maintenance of the District Improvements. Such dedication or conveyance shall be at no cost to the District. The Developer agrees to provide to the District the following: (i) appropriate special warranty deeds or other instruments of conveyance acceptable to the District; (ii) evidence of title reasonably acceptable to the District, describing the nature of Developer's rights or interest in the District Improvements and associated real property interests being conveyed, and stating that the District Improvements and any associated real property interests are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable; and (iii) legal descriptions, whether by metes and bounds or other reference to plats or recorded data to the satisfaction of the District. The Developer and the District agree that reasonable future adjustments to the legal descriptions may be made in order to accurately describe lands conveyed to the District and lands that remain in the Developer's ownership. The parties agree to cooperate and act in good faith in relation to any such adjustment(s) to legal descriptions. The parties agree that any land transfers made to accommodate such adjustments shall be accomplished by donation; provided, however, no land transfer shall be accomplished if the same would impact the use of the District Improvements or the tax-exempt status of the Bonds. However, the party requesting such adjustment shall pay any transaction costs resulting from the adjustment, including but not limited to taxes, title insurance, recording fees or other costs. The District may, in its discretion, require title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer. The Developer agrees that it has, or shall at the time of conveyance provide, good, marketable and insurable title to the real property to be acquired.

4. **Acquisition of Real Property.** Subject to (i) the provisions of this Agreement, (ii) the adoption by the District of the Engineer's Report; (iii) applicable legal requirements (including, without limitation, those laws and regulations governing the use of proceeds of tax exempt bonds or other indebtedness), and (iv) the availability of proceeds from the Bonds available for acquisition hereunder, if applicable, the District agrees to acquire certain Real Property described in the Engineer's Report. The Developer shall convey any such Real Property to the District by special warranty deed. The conveyance of any Real Property by the Developer to the District will be together with all rights, privileges, tenements, hereditaments and appurtenances pertaining thereto. Prior to any such conveyance, the Developer shall provide the District with evidence of title acceptable to the District as to its fee simple ownership of the Real Property and showing that the District Improvements are free and clear of all liens, mortgages, and all other encumbrances that render title unmarketable. The District may, in its discretion, require title insurance on any real property conveyed pursuant to this Agreement, which cost shall be borne by the Developer. The Developer agrees that it has, or shall provide, good, marketable and insurable title to any Real Property to be acquired that shall be free from all liens, mortgages and encumbrances. In the event a title search reveals exceptions to title which render title unmarketable or that, in the District's reasonable discretion, would materially interfere with the District's use of such real property, the Developer shall cure such defects at no expense to the District. The amount the District shall pay the Developer for the acquisition of Real Property shall be an amount that is lower than the Developer's actual cost of the Real Property or its reasonable fair market value as determined by no less than one appraisal that shall be obtained by the District and performed by such appraiser(s) selected by the District.

5. **Payment by District.** Payment for the District Improvements or Work Product described herein and contemplated by this Agreement shall be payable solely from the proceeds of the Bonds available for that purpose at the times and in the manner provided in the trust indenture pursuant to which the Bonds are issued. The parties acknowledge and agree that the District may, but shall not be required to, issue any Bonds. Notwithstanding anything to the contrary herein, to the extent any portions of the District Improvements are acquired by the District in advance of either the establishment of the Engineer's Report, issuance of Bonds and/or proceeds of Bonds described above being available to pay all or a portion of the costs certified by the District Engineer for such portions of the District Improvements ("**Advanced Improvements**"), then the following conditions shall apply as to such Advanced Improvements: (i) no amounts shall be due from the District to the Developer at the time of the transfer of the Advanced Improvements to the District; (ii) the District and the Developer agree to take such action as is reasonably necessary to memorialize the costs of such Advanced Improvements; provided, however, that the actual cost of the District will be finally determined and certified by the District Engineer at the time of issuance of any Bonds; (iii) within forty-five (45) days after receipt of sufficient funds by the District consistent with this Section for the Advanced Improvements from the issuance of the Bonds, the District shall pay the cost certified by the District Engineer to the Developer; provided, however, in the event the District's bond counsel determines that any costs for the Advanced Improvements are not qualified costs for any reason including, but not limited to federal tax restrictions imposed on tax-exempt financing, the District shall not be obligated to pay for such portion of the Advanced Improvements; and (iv) the Developer acknowledges that it may be determined by the District that not all Advanced Improvements will constitute qualified costs and/or there may not be sufficient funds available from the issuance of the Bonds for the reimbursement of all or a portion of the costs of such Advanced Improvements, and, notwithstanding anything in this Agreement to the contrary, the District's payment obligations will be limited consistent with this Section to the extent such Advanced Improvements are qualified costs, the District issuing Bonds, and there being sufficient and available proceeds from Bonds actually issued. Nothing herein shall cause or be construed to require or otherwise commit the District to issue additional bonds or indebtedness to provide funds for any portion of the Advanced Improvements or to issue the Bonds or other indebtedness of any particular amount. If within five (5) years after the Effective Date of this Agreement, the District does not or cannot issue the Bonds for any reason to pay for any Advanced Improvements, and, thus does not pay the

Developer the acquisition price for such Advanced Improvements, then the parties agree that the District shall have no payment obligation whatsoever for the Advanced Improvements.

**6. Limitation on Acquisitions/Completion Agreement.** The Developer and the District agree and acknowledge that any and all acquisitions of District Improvements or Work Product hereunder, shall be limited to those items which may legally be acquired by the District in conformance with all applicable state and federal laws and regulations, as determined by the District in its sole and exclusive discretion, and that nothing herein shall be deemed or construed to require the acquisition of any item in contravention of these authorities. Further, to the extent the Developer and the District enter into this Agreement prior to the closing on the sale of the Bonds, it is acknowledged by the parties that the Bonds will provide only a portion of the funds necessary to complete the District Improvements described in the Engineer's Report. As such, in connection with the sale and issuance of the Bonds, if required by the District, the parties agree to enter into a completion agreement whereby the Developer agrees to complete, cause to be completed, provide funds or cause funds to be provided to the District in an amount sufficient to allow the District to complete or cause to be completed, those portions of the District Improvements described in the Engineer's Report which remain unfunded by the Bonds.

**7. Taxes, Assessments, and Costs.**

a. Taxes, assessments and costs resulting from Agreement. The Developer agrees to indemnify the District from and make payment for any and all taxes (ad valorem, personal property, intangibles, or otherwise), non-ad valorem assessments, and costs which may be imposed upon the District, or which the District is legally obligated to pay, as a result of the parties entering into this Agreement, if any, whether such taxes, assessments, or costs are imposed upon the District's property or property interest, or the Developer's property or property interest, or any other such expense.

b. Taxes and assessments on property being acquired. The District is an exempt governmental unit acquiring property pursuant to this Agreement for use exclusively for public purposes. Accordingly, in accordance with Florida law, the Developer agrees to place in escrow with the Lee County Tax Collector an amount equal to the current ad valorem taxes and non-ad valorem assessments (with the exception of those ad valorem taxes and non-ad valorem assessments levied by the District) prorated to the date of transfer of title, based upon the expected assessment and millage rates giving effect to the greatest discount available for early payment.

1. If and only to the extent the property acquired by the District is subject to ad valorem taxes or non-ad valorem assessments, the Developer agrees to reimburse the District for payment, or pay on its behalf, any and all ad valorem taxes and non-ad valorem assessments imposed during the calendar year in which each parcel of property is conveyed. For example, if the District acquires property in January 2020, the Developer shall escrow the pro rata amount of taxes due for the tax bill payable in November 2020. If any additional taxes are imposed on the District's property in 2020, then the Developer agrees to reimburse the District for that additional amount.
2. Nothing in this Agreement shall prevent the District from asserting any rights to challenge any taxes or assessments imposed, if any, on any property of the District.

c. Notice. The parties agree to provide written notice to the other within ten (10) calendar days of receipt of any notice of potential or actual taxes, assessments, or costs, as a result of any transaction pursuant to this Agreement, or notice of any other taxes assessments or costs imposed on the property acquired by the District as described in subsection b. above. The Developer covenants to make

any payments due hereunder in a timely manner in accordance with Florida law. In the event that the Developer fails to make timely payment of any such taxes or costs, the Developer acknowledges the District's right to make such payment. If the District makes such payment, the Developer agrees to reimburse the District within thirty (30) calendar days of receiving notice of such payment, and to include in such reimbursement any fees, costs, penalties, or other expenses which accrued to the District as a result of making such a payment, including interest at the maximum rate allowed by law from the date of the payment made by the District.

d. Tax liability not created. Nothing herein is intended to create or shall create any new or additional tax liability on behalf of the Developer or the District. Furthermore, the parties reserve all respective rights to challenge, pay under protest, contest or litigate the imposition of any tax, assessment, or cost in good faith they believe is unlawfully or inequitably imposed and agree to cooperate in good faith in the challenge of any such imposition.

8. Default. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages and/or specific performance; provided, however, in no event shall either party be entitled to any consequential, punitive, exemplary or special damage awards.

9. Indemnification. For all actions or activities which occur prior to the date of the acquisition or assignment of the relevant portion of the District Improvements or Work Product hereunder, the Developer agrees to indemnify and hold harmless the District and its officers, staff, agents and employees from any and all liability, claims, actions, suits or demands by any person, corporation or other entity for injuries, death, property damage or claims of any nature arising out of, or in connection with, this Agreement or the use by the Developer, its officers, agents, employees, invitees or affiliates, of the applicable portion of District Improvements or Work Product, including litigation or any appellate proceedings with respect thereto, irrespective of the date of the initiation or notice of the claim, suit, etc.; provided, however, that the Developer shall not indemnify the District for a default by the District under this Agreement.

10. Enforcement of Agreement. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

11. Agreement. This instrument shall constitute the final and complete expression of this Agreement between the District and the Developer relating to the subject matter of this Agreement.

12. Amendments. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by all parties hereto. The District and the Developer acknowledge that at time of issuance of Bonds the obligations under this Agreement may be amended and restated.

13. Authorization. The execution of this Agreement has been duly authorized by the appropriate body or official of the District and the Developer. The District and the Developer have complied with all the requirements of law. The District and the Developer have full power and authority to comply with the terms and provisions of this instrument.

14. Notices. All notices, requests, consents and other communications under this Agreement ("Notices") shall be in writing and shall be hand delivered, sent by regular U.S. Mail, or delivered via overnight delivery service to the parties, as follows:



**If to District:** Palermo Community Development District  
c/o JP Ward & Associates, LLC  
2900 Northeast 12th Terrace, Suite 1  
Oakland Park, FL 33334  
Attn: District Manager

**With a copy to:** Coleman, Yovanovich & Koester, P.A.  
4001 Tamiami Trail N., Suite 300  
Naples, Florida 34103  
Attn: Gregory L. Urbancic, Esq.

**If to Developer:** U.S. Home Corporation  
10481 Six Mile Cypress Parkway  
Fort Myers, Florida 33966  
Attn: Russell Smith

**With a copy to:** Pavese Law Firm  
1833 Hendry Street  
Fort Myers, Florida 33901  
Attn: Charles Mann, Esq.

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth above. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays, and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the District and counsel for the Developer may deliver Notice on behalf of the District and the Developer. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

**15. Arm's Length Transaction.** This Agreement has been negotiated fully between the District and the Developer as an arm's length transaction. All parties participated fully in the preparation of this Agreement and received the advice of counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, all parties are deemed to have drafted, chosen, and selected the language, and the doubtful language will not be interpreted or construed against any party hereto.

**16. Third-Party Beneficiaries.** This Agreement is solely for the benefit of the District and the Developer and no right or cause of action shall accrue upon or by reason, to or for the benefit of any third party not a formal party to this Agreement. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity other than the District and the Developer any right, remedy, or claim under or by reason of this Agreement or any of the provisions or conditions of this Agreement; and all of the provisions, representations, covenants, and conditions contained in this Agreement shall inure to the sole benefit of and shall be binding upon the District and the Developer and their respective representatives, successors, and assigns. Notwithstanding the foregoing, the Trustee for the Bonds, on behalf of the holders of the Bonds, shall be a direct third party beneficiary of the terms and conditions of this Agreement and shall be entitled to enforce the Developer's obligations hereunder. Said Trustee, however, shall not be deemed to have assumed any obligation as a result of this Agreement.

17. **Assignment.** Neither the District nor the Developer may assign this Agreement without the prior written approval of the other party hereto, the Trustee for the Bonds for and at the written direction of the holders of the Bonds owning a majority of the aggregate principal amount of all Bonds outstanding.

18. **Applicable Law and Venue.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the venue for any litigation arising out of or related to this Agreement shall be in Lee County, Florida.

19. **Effective Date.** This Agreement shall be effective upon execution by both the District and the Developer as of the date set forth in the first paragraph of this Agreement (the “**Effective Date**”).

20. **Termination.** This Agreement may be terminated by the District without penalty in the event that the District does not issue its proposed Bonds within five (5) years from the Effective Date of this Agreement.

21. **Public Records.** The Developer understands and agrees that all documents of any kind provided to the District in connection with this Agreement may be public records and will be treated as such in accordance with Florida law.

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

23. **Limitations on Governmental Liability.** Nothing in this Agreement shall be deemed as a waiver of immunity or limits of liability of the District beyond any statutory limited waiver of immunity or limits of liability which may have been adopted by the Florida Legislature in Section 768.28, Florida Statutes, or other statute, and nothing in this Agreement shall inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law.

24. **Headings for Convenience Only.** The descriptive headings in this Agreement are for convenience only and shall not control nor affect the meaning or construction of any of the provisions of this Agreement.

25. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but 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.

*(Remainder of Page Intentionally Left Blank. Signatures Begin on Next Page.)*

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

**DISTRICT:**

**PALERMO COMMUNITY  
DEVELOPMENT DISTRICT**

ATTEST:

\_\_\_\_\_  
James P. Ward, Secretary

By: \_\_\_\_\_  
Russell Smith, Chairman

**DEVELOPER:**

**U.S. HOME CORPORATION,**  
a Delaware corporation

By: \_\_\_\_\_  
Darin McMurray, Vice President

## RESOLUTION 2021-2

### RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE PALERMO COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

**WHEREAS**, the Palermo Community Development District (“**District**”) was established pursuant to the provisions of Chapter 190, *Florida Statutes*, which authorizes the District to levy certain assessments which include benefit and maintenance assessments and further authorizes the District to levy special assessments pursuant to Chapter 170, *Florida Statutes*, for the acquisition, construction, or reconstruction of assessable improvements authorized by Chapter 190, *Florida Statutes*; and

**WHEREAS**, the above referenced assessments are non-ad valorem in nature and, therefore, may be collected under the provisions of Section 197.3632, *Florida Statutes*, in which the State of Florida has provided a uniform method for the levying, collecting, and enforcing such non-ad valorem assessments; and

**WHEREAS**, pursuant to Section 197.3632, *Florida Statutes*, the District has caused notice of a public hearing to be advertised weekly in a newspaper of general circulation within Lee County for four (4) consecutive weeks prior to such hearing.

### **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT:**

**SECTION 1.** The District upon conducting its public hearing as required by Section 197.3632, *Florida Statutes*, hereby expresses its intent to use the uniform method of collecting assessments imposed by the District as provided in Chapters 170 and 190, *Florida Statutes*, each of which are non-ad valorem assessments which may be collected annually pursuant to the provisions of Chapter 190, *Florida Statutes*, for the purpose of paying principal and interest on any and all of its indebtedness and for the purpose of paying the cost of operating and maintaining its assessable improvements. The legal description of the boundaries of the real property subject to a levy of assessments is attached and made a part of this Resolution as **Exhibit A**. The non-ad valorem assessments and the District’s use of the uniform method of collecting its non-ad valorem assessment(s) may continue in any given year when the Board of Supervisors determines that use of the uniform method for that year is in the best interests of the District.

**SECTION 2.** The District’s Secretary is authorized to provide the Property Appraiser and Tax Collector of Lee County and the Department of Revenue of the State of Florida with a copy of this Resolution and enter into any agreements with the Property Appraiser and/or Tax Collector necessary to carry out the provisions of this Resolution.

**SECTION 3. SEVERABILITY AND INVALID PROVISIONS.** If any one of the covenants, agreements or provisions herein contained shall be held contrary to any express provision of law or contract to the policy of

**RESOLUTION 2021-2**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE PALERMO COMMUNITY DEVELOPMENT DISTRICT EXPRESSING ITS INTENT TO UTILIZE THE UNIFORM METHOD OF LEVYING, COLLECTING, AND ENFORCING NON-AD VALOREM ASSESSMENTS WHICH MAY BE LEVIED BY THE PALERMO COMMUNITY DEVELOPMENT DISTRICT IN ACCORDANCE WITH SECTION 197.3632, *FLORIDA STATUTES*; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

express law, but not expressly prohibited or against public policy, or shall for any reason whatsoever be held invalid, then such covenants, agreements or provisions shall be null and void and shall be deemed separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of the other provisions hereof.

**SECTION 4. CONFLICT.** That all Sections or parts of Sections of any Resolutions, Agreements or actions of the Board of Supervisors in conflict are hereby repealed to the extent of such conflict.

**SECTION 5. PROVIDING FOR AN EFFECTIVE DATE.** This Resolution shall become effective immediately upon passage.

**PASSED AND ADOPTED** this 20<sup>TH</sup> day of November, 2020.

ATTEST:

**PALERMO COMMUNITY  
DEVELOPMENT DISTRICT**

\_\_\_\_\_  
James P. Ward, Secretary

\_\_\_\_\_  
Russell Smith, Chairperson

# Banks Engineering, Inc.

Professional Engineers, Planners & Land Surveyors  
FORT MYERS ♦ NAPLES ♦ SARASOTA

DESCRIPTION  
OF A  
PARCEL OF LAND  
LYING IN  
SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

(CRANE LANDING)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTIONS 22 AND 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE S.00°12'52"E. FOR 100.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF MELLOW DRIVE (100.00 FEET WIDE PER COUNTY RIGHT-OF-WAY MAP FOR COUNTY PROJECT #4013) AND THE **POINT OF BEGINNING**; THENCE N.89°59'56"E. (100.00 FEET SOUTH OF AND PARALLEL TO THE NORTH LINE OF SAID SECTION 23) FOR 2671.79 FEET TO THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 23; THENCE N.89°55'22"E. ALONG SAID PARALLEL FOR 185.94 FEET; THENCE S.11°11'14"E. FOR 5333.31 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE N.88°39'48"W. ALONG SAID SOUTH LINE FOR 1226.00 FEET TO THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 23; THENCE S.89°50'59"W. ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 FOR 634.36 FEET; THENCE N.00°02'44"E. FOR 567.97 FEET; THENCE S.89°50'59"W. FOR 505.06 FEET; THENCE S.00°02'44"W. FOR 567.97 FEET TO A POINT OF INTERSECTION WITH SAID SOUTH LINE; THENCE S.89°50'59"W. ALONG SAID SOUTH LINE FOR 1519.93 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 23; THENCE N.00°02'44"E. ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 23 FOR 2649.76 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 23 AND TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1174.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°57'01" FOR 122.02 FEET; THENCE N.05°59'45"E. FOR 435.43 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 06°12'37" FOR 111.09 FEET; THENCE N.00°12'52"W. FOR 882.68 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 1024.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'42" FOR 222.33 FEET; THENCE N.12°38'34"W. FOR 387.74 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1174.94 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°25'42" FOR 254.86 FEET; THENCE N.00°12'52"W. FOR 110.54 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 89°44'43" FOR 78.32 FEET; THENCE S.89°57'35"E. FOR 124.78 FEET TO THE **POINT OF BEGINNING**.

ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING N.89°59'56"E.

PARCEL CONTAINS 394.82 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

DESCRIPTION PREPARED: 08-02-05

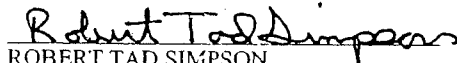
  
ROBERT TAD SIMPSON  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATION NO. 5559

EXHIBIT A  
Page 1 of 2

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S:\Jobs\19xx\1960 SURVEYING DESCRIPTIONS\1960\_SK1.dwg

# SKETCH OF DESCRIPTION

OF  
A TRACT OR PARCEL OF LAND LYING IN  
SECTIONS 22 AND 23,  
TOWNSHIP 43 SOUTH, RANGE 24 EAST,  
LEE COUNTY, FLORIDA  
(CRANE LANDING)

**Banks Engineer, Inc.**

PROFESSIONAL ENGINEERS, LAND SURVEYORS & PLANNERS  
13 FLORIDA BUSINESS CERTIFICATION NUMBER LB 6690  
10511 SIX MILE CYPRESS PARKWAY - SUITE 101  
FORT MYERS, FLORIDA 33912  
(239) 939-5480



1" = 800'

LINE TABLE

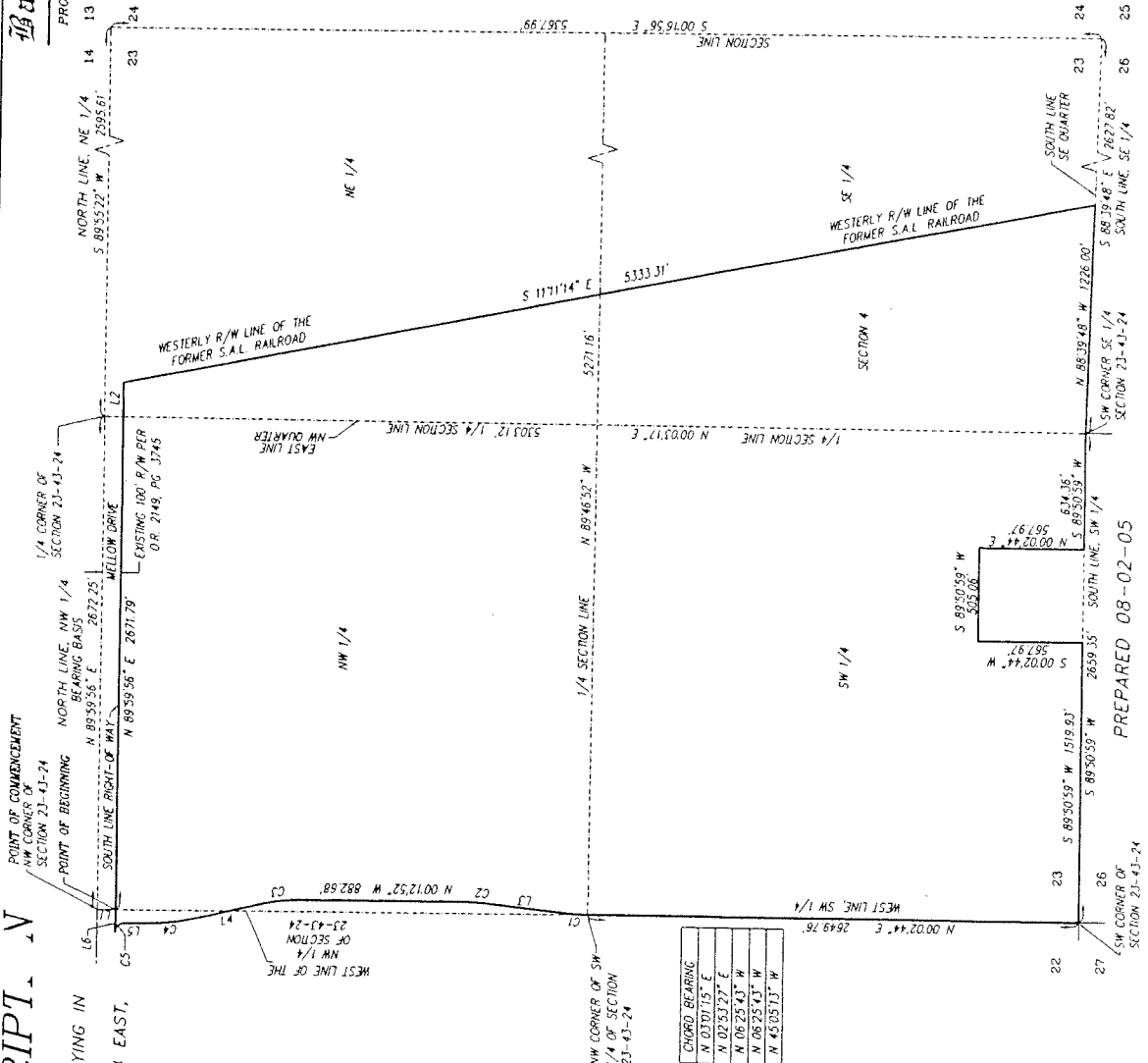
LINE	BEARING	DISTANCE
L1	S 00°12'52" E	100.00'
L2	N 89°55'22" E	185.94'
L3	N 05°59'45" E	435.43'
L4	N 12°38'34" W	387.74'
L5	N 00°12'52" W	110.54'
L6	S 89°57'15" E	124.78'

CURVE TABLE

CURVE	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
C1	1174.94'	05°57'01"	122.02'	121.96'	N 03°01'15" E
C2	1024.94'	08°32'37"	111.09'	111.04'	N 02°53'27" E
C3	1024.94'	12°25'42"	222.33'	221.89'	N 06°25'43" W
C4	1174.94'	12°25'42"	254.86'	254.36'	N 06°25'43" W
C5	50.00'	89°44'43"	78.32'	70.55'	N 45°05'13" W

## NOTES:

- 1) SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.
- 2) ASSUMED NORTH BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEARING N 89°59'56" E.



## LEGEND:

- PG. INDICATES PAGE
- O.R. INDICATES OFFICIAL RECORD BOOK
- Q. INDICATES CENTER LINE
- P.I. INDICATES POINT OF INTERSECTION
- L1 INDICATES LINE 1 OF LINE TABLE
- C1 INDICATES CURVE 1 OF CURVE TABLE

SEE SHEET 1 FOR COMPLETE  
METES AND BOUNDS DESCRIPTION.  
**THIS SKETCH OF DESCRIPTION  
IS NOT A BOUNDARY SURVEY**

*Robert T. Simpson*  
ROBERT TAD SIMPSON  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATION NO. 5559  
- THIS SKETCH OF DESCRIPTION IS NOT VALID  
WITHOUT THE SIGNATURE AND THE ORIGINAL  
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED 08-02-05

S:\J085\1960\1960 SURVEYING\DESCRIPTIONS\1960\_SKT.DWG  
S:\J085\1960\1960 SURVEYING\DESCRIPTIONS\1960\_SKT.DWG