This instrument prepared by and after recording return to:

Valerie S. Litschgi, Esquire Barnett, Kirkwood, Koche, Long & Foster, P.A. 601 Bayshore Boulevard, Suite 700 Tampa, Florida 33606

DECLARATION OF EASEMENTS

THIS DECLARATION OF EASEMENTS ("Agreement") is made and entered into as of MAY 10, 2021 (the "Effective Date"), by MARCO ISLAND HOSPITAL, INC. a not-for-profit Florida corporation ("Declarant"), having a mailing address of c/o Naples Community Hospital, Inc., 350 7th Street North, Naples, Florida 34102

RECITALS

- A. Declarant is the owner of certain properties situated in the County of Collier, State of Florida, as listed and described as Tract A, Tract B and Tract C on Exhibit "A" attached hereto and incorporated herein by this reference (such properties, together with any improvements thereon existing from time to time, are sometimes referred to herein individually as a "Parcel" and, collectively, as the "Parcels").
- B. Declarant intends to sell and convey Tract B and Tract C to third party purchasers.
- C. In connection with the sale of Tract B and Tract C, Declarant desires to create a non-exclusive perpetual access and utility easement over a portion of each of the Parcels for the benefit and complement of the other Parcels and the present and future owners and occupants thereof (sometimes referred to herein individually as an "Owner" and, collectively, as the "Owners"), such access and utility easement being more particularly described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Access and Utility Easement Parcel"), on the terms and conditions hereinafter set forth.
- D. In connection with the sale of Tract B and Tract C, Declarant desires to create non-exclusive perpetual drainage easements over a portion of Tract B and Tract C for the benefit and complement of Tract B and Tract C and the Owners thereof, such drainage easements being more particularly described on Drainage Easement Parcels"), on the terms and conditions hereinafter set forth.
- E. In connection with the sale of Tract B and Tract C, Declarant desires to create a non-exclusive perpetual drainage easement over a portion of Tract C for the benefit and complement of Tract A and the Owners thereof, such drainage easement being more particularly described in Exhibit "D" attached hereto and incorporated herein by this reference (the "Drainage Easement Parcel 2"), on the terms and conditions hereinafter set forth.

- E. In connection with the sale of Tract B, Declarant desires to create a non-exclusive perpetual sign easement over a portion of Tract A adjacent to Heathwood Drive for the benefit and complement of Tract B and the Owners thereof, such sign easement being more particularly described on Exhibit "E" attached hereto and incorporated herein by this reference (the "Sign Easement Parcel"), on the terms and conditions hereinafter set forth.
- F. In connection with the sale of Tract B and Tract C, Declarant desires to create a non-exclusive perpetual utility easement over a portion of each of the Parcels for the benefit and complement of the other Parcels and the Owners therof, such utility easement being more particularly described on Utility Easement Parcel"), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the above premises and of the covenants herein contained, Declarant hereby declares that the Parcels shall be held, sold and conveyed subject to the following easements, which shall run with the Parcels and be binding on each Owner and its respective successors, and assigns, and shall inure to the benefit of each Owner and its respective successors and assigns.

AGREEMENT

1. Easement.

- 1.1 Grant of Access and Utility Easement. Declarant hereby declares for the benefit of the Owners of the Parcels a non-exclusive, perpetual and permanent easement on, over, under, across, and through the Access and Utility Easement Parcel for the purpose of (a) the ingress and egress and passage of pedestrians, (b) for the ingress, egress and passage of motor vehicles into, out of, on, over and across the Access Easement Parcel, (c) for the installation and maintenance of any and all utilities necessary or desirable to serve the Parcels, and (d) for the purpose of providing access to the Access and Utility Easement Parcel for installing utilities and performing necessary maintenance, repairs and replacements of such utilities, including, but not limited to, the right to clear vegetation and other encroachments from the Access and Utility Easement Parcel (provided, however, the party clearing any vegetation shall replace any vegetation removed from a required landscape buffer promptly upon completion of any such maintainence, repair or replacement).
- Owners of Tract B and Tract C a non-exclusive, perpetual and permanent easement on, over, under, across, and through the Drainage Easement Parcels for the purpose of (a) installing and maintaining any and all drainage facilities necessary or desirable to serve Tract B and Tract C, and (b) for the purpose of providing access to the Drainage Easement Parcels for installing drainage facilities and performing necessary maintenance, repairs and replacements of such drainage facilities, including, but not limited to, the right to clear vegetation and other encroachments from the Drainage Easement Parcels (provided, however, that the party clearing any vegetation shall replace any vegetation removed from a required landscape buffer promptly upon completion of any such maintainence, repair or replacement).

- 1.3 Grant of Drainage Easement 2. Declarant hereby declares for the benefit of Tract A a non-exclusive, perpetual and permanent easement on, over, under, across, and through the Drainage Easement Parcel 2 for the purpose of (a) installing and maintaining a drainage outflow pipe necessary or desirable to serve Tract A, and (b) for the purpose of providing access to the Drainage Easement Parcel 2 for installing the drainage outflow pipe and performing necessary maintenance, repairs and replacements of such drainage pipe.
- Grant of Sign Easement. Declarant hereby declares for the benefit of the Owner of Tract B a non-exclusive and perpetual easement on, over, under, across, and through the Sign Easement Parcel for the purpose of installing, maintaining, lighting, repairing, and/or replacing a sign for use by the Owner of Tract B (the "Sign") with a design and approximate dimensions as set forth on the depiction of the Sign attached hereto and incorporated herein as Exhibit "G". In the event the design or approximate dimisions are changed from those reflected in Exhibit "G", the Owner of Tract B shall present the modified sign design to the Owner of Tract A for approval, such approval not to be unreasonably withheld. The Owner of Tract B shall pay all costs associated with the permitting, construction and installation of the Sign, including the costs to provide electricity to the Sign, if the Owner of Tract B elects to provide electricity to the Sign. Any sign constructed within the Sign Easement Parcel shall comply with sign guidelines and regulations and all applicable ordinances of governmental entities having jurisdiction, and the Sign shall not interfere with the signage of the Owner of Tract A, or right to install signage. In the event the Sign is deemed or found to intefere with signage of the Owner of Tract A, in such Owner's sole discretion, the Owner of Tract B shall take all reasonable steps requested by such Owner to eliminate such interference. After installation of the Sign, the Owner of Tract B shall also pay all costs associated with the maintenance, repairs, electrical service and lighting of the Sign.
- 1.5 Grant of Utility Easement. Declarant hereby declares for the benefit of the Owners of the Parcels a non-exclusive, perpetual and permanent easement on, over, under, across, and through the Utility Easement Parcel for the purpose of (a) the installation and maintenance of any and all utilities necessary or desirable to serve the Parcels, and (b) for the purpose of providing access to the Utility Easement Parcel for installing utilities and performing necessary maintenance, repairs and replacements of such utilities, including, but not limited to, the right to clear vegetation and other encroachments from the Utility Easement Parcel (provided, however, the party clearing any vegetation shall replace any vegetation removed from a required landscape buffer promptly upon completion of any such maintainence, repair or replacement).
- 1.6 <u>Self-Help</u>. Any party benefiting from the grant of an easement herein shall have the right, but not the obligation, to construct or improve the necessary infrastructure or improvements within the applicable easement parcel to the extent necessary to facilitate development and improvements on the Parcels if the owner of the applicable Parcel has failed to undertake such construction. Prior to engaging in such self-help, the party seeking to exercise its right to construct ("Self-Help Owner") shall provide written notice to the owner of the Parcel missing such infrastructure or improvements ("Non-constructing Owner"). If the Nonconstructing Owner fails to undertake such necessary infrastructure or improvements with forty-five (45) days of such written notice, the Self-Help Owner may thereafter undertake construction of such necessary infrastructure or improvements on the Non-constructing Owner's property. Should it become necessary for the owner of Tract A, Tract B or Tract C to engage in such construction on a Parcel owned by a different owner, the Self-Help Owner shall complete such

work in a lien free manner and provide the Non-constructing Owner with a certificate of insurance evidence general liability insurance in a coverage amount of at least \$1,000,000.00 per occurrence and naming the Non-constructing Owner as an additional insured.

- 2. <u>Insurance</u>. Each Owner covenants and agrees at their own cost and expense to maintain insurance for any liability for injury to or death to a person or persons or for damage to property in any way or occasion arising out of the exercise of any rights hereunder or the conduct of any maintenance or repair work by any such Owner and the existence or use of the easements now or hereinafter existing on each Owner's Parcel. Such insurance shall be maintained in a commercially reasonable amount and may change from time to time to take into account changes in commercial business practices and inflation, but shall never be in an amount less than a combined single limit of liability of at least One Million Dollars (\$1,000,000) per occurrence and a general aggregate limit of at least Two Million Dollars (\$2,000,000) for bodily injury and property damage liability. Each Owner shall name the other Owners as additional insured under its respective insurance policy(ies) and shall deliver a copy of their current insurance policy(ies) to the other upon demand.
- 3. <u>Indemnification</u>. Each Owner hereby indemnifies and holds harmless the other Owners from and against any claim, demand, loss, cost or attorneys' fees with respect to bodily injury (including death), property damage or nuisance caused by such Owner or otherwise arising out of or connected with such Owner's or Owner's agents', contractors', customers', invitees', licensees', representatives', successors' and/or assignees' use, occupancy and enjoyment of the easements created hereunder.
- 4. Reasonable Use of Easement. The easements hereinabove granted shall be used and enjoyed by the Owners, and their respective contractors, employees, agents, customers, invitees and representatives in such a manner so as not to unreasonably interfere with, obstruct or delay the operations or activities at any time conducted by the other Owners on such Owner's Parcel, including, without limitation, access to and from such Owner's Parcel.

5. Maintenance.

5.1 Maintenance Obligations.

(a) Each Owner shall maintain and repair the easement areas located on its Parcel in a good and safe and sightly condition and repair, excluding maintenance of the Sign, which shall be the responsibility of the Owner of Tract B, and excluding the improvements and facilities within the easement area installed by another Owner. Each Owner shall maintain and repair its improvements and facilities within each easement area in accordance with the terms of this Agreement. Notwithstanding the foregoing, if maintenance and repairs are required due to damage or conditions caused solely by the negligence, intentional actions or misconduct or breach of this Agreement by another Owner, its agents, customers, invitees, licensees, representatives, successors or assignees or by someone under the control of such Owner, then such Owner shall be solely responsible for the entire cost of such maintenance and repairs required to correct such damage or condition.

- (b) Tract A shall not be permitted to drain surface water over Tract B or Tract C. Neither Tract B nor Tract C shall be permitted to drain surface water over Tract A.
- 5.2 Right to Maintain. If an Owner fails to perform or diligently commence to perform any necessary maintenance or repair work within thirty (30) days after the date on which another Owner gives written notice to the Owner of such Owner's intention to perform such necessary maintenance or repair work, such Owner shall have the right (but not the obligation) to perform the necessary maintenance or repair work. In the event of an emergency or other extraordinary circumstances requiring immediate repairs, the aforesaid thirty (30) day notice may not be given and such Owner shall have the right (but not the obligation) to perform the necessary maintenance or repair work after such Owner has given the defaulting Owner the written or oral notice that is reasonable under the circumstances. Provided the necessary prior notice was given by such Owner to the defaulting Owner, within thirty (30) days after receiving copies of invoices or purchase orders or other evidence disclosing the costs incurred in performing such maintenance or repair work, the defaulting Owner shall pay such Owner such costs in accordance with the terms of this Section 5.
- 5.3 <u>No Unreasonable Interference</u>. All maintenance and repair work required hereunder shall be conducted so as not to unreasonably interfere with any construction or business activities of any of the other Owners then being conducted by such other party or its agents or employees on any of the Parcels.
- 6. <u>No Rights in Public</u>. Nothing contained herein shall be construed as creating any rights in the general public or as dedicating for public use any portion of any of the Parcels, it being the intention of the Owners that this Agreement shall be strictly construed to and for the purposes herein expressed.
- 7. <u>Term.</u> The easements, covenants, conditions and restrictions contained in this Agreement shall be effective commencing on the date of recordation of this Agreement in the office of the Clerk of Circuit Court of Collier County, Florida, and shall remain in full force and effect, unless and until this Agreement is modified, amended, canceled or terminated by the written consent of all then record Owners of the Parcels.

8. <u>Miscellaneous</u>.

- 8.1. Attorneys' Fees. In the event it is necessary for an Owner to bring or maintain any action, suit or proceeding to enforce or interpret this Agreement, then the prevailing party in such action, shall, in addition to all other remedies, be entitled to recover from the non-prevailing party all of its costs and expenses, including, but not limited to, all attorneys' fees, whether such fees are incurred at any pretrial, trial, appellate or bankruptcy proceedings.
- 8.2. <u>Amendment</u>. The parties hereto hereby agree that this Agreement shall not be terminated by any abandonment, adverse possession or prescriptive use, and that this Agreement may be modified or amended, in whole or in part, or terminated, only by the written consent of all of the record Owners of the Parcels evidenced by a document that has been fully executed and acknowledged by such record owners and recorded in the official records of the Clerk of Circuit Court of Collier County, Florida.

- 8.3. <u>No Waiver</u>. No waiver of any default of any obligation by any party hereto shall be implied from any omission by the other party to take any action with respect to such default.
- 8.4. <u>No Agency</u>. Nothing in this Agreement shall be deemed or construed by either party or by any third person to create the relationship of principal and agent or of limited or general partners or of joint venturers or of any other association between the parties.
- 8.5. Covenants to Run with Land. It is intended that each of the easements, covenants, conditions, restrictions, rights and obligations set forth herein (i) shall be appurtenant to the Parcels, (ii) shall run with the land and create equitable servitudes in favor of each of the Parcels, (iii) shall bind every person having any fee, leasehold or other interest in each of the Parcels, and their successors and assigns, and (iv) shall inure to the benefit of every person having any fee, leasehold or other interest in each of the Parcels, and their successors and assigns.
- 8.6. Severability. Each provision of this Agreement and the application thereof to the Parcels are hereby declared to be independent of and severable from the remainder of this Agreement. If any provision contained herein shall be held to be invalid or to be unenforceable or not to run with the land, such holding shall not affect the validity or enforceability of the remainder of this Agreement.
- 8.7. Entire Agreement. This Agreement contains the complete understanding and agreement of the parties hereto with respect to all matters referred to herein, and all prior representations, negotiations, and understandings are superseded hereby.
- 8.8. <u>Notices</u>. Notices or other communication hereunder shall be in writing and shall be sent certified or registered mail, return receipt requested, or by other national overnight courier company, or personal delivery. Notice shall be deemed given upon receipt or refusal to accept delivery. Each party may change from time to time their respective address for notice hereunder by like notice to the other party.
- 8.9. Governing Law. The laws of the State of Florida shall govern the interpretation, validity, performance, and enforcement of this Agreement. In the event of any legal action taken to enforce any terms of this Agreement, such actions shall exclusively be filed in the Circuit Court of Collier County, Florida.

[Signatures begin on the following page]

IN WITNESS WHEREOF, the Declarant has executed this Declaration of Easements as of the date first written above.

· All · O	Marco Island Hospital, Inc., a Florida not-for- profit corporation
Aud Jouelli Lodre	By: Paul Heil
Witness #1 Name: Truce Covelli-Rogers	Paul Hiltz, as Chief Executive Officer
Witness #2 Name: Elizabeth wartin	
State of Florida County of Collier	
The foregoing instrument was acknowledged before n notarization, this 25 day of March, 2021 by Paul Hill Hospital, Inc., a Florida not-for-profit corporation, of	Itz, as Chief Executive Officer of Marco Island
known to me or who has produced	as identification.
~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~ ~	aul Aulli-Rogers
JANICE I. COVELLI-ROGERS	Notary Public
Notary Public - State of Florida Commission # GG 925852 My Comm. Expires Oct 24, 2023 Bonded through National Notary Assn.	Name typed, printed or stamped
	My Commission Expires:
Witness #1 Name: Elizabeth Wartin	Mind By: Wyla
aug Bulli- Rogers.	Rick Wyles, as Chief Financial Officer
Witness #2 Name: Janue Covelli-Rogers	$(Q_{\underline{Q}})$
State of Florida County of Collier	
The foregoing instrument was acknowledged before m	
notarization, this Z5day of March, 2021 by Rick Wyle	
Hospital, Inc., a Florida not-for-profit corporation, or known to me or who has produced	as identification.
Manager to the of who has produced	Motary Public
	Name typed, printed or stamped
[Notary Seal]	My Commission Evniros
	My Commission Expires:
ELIZABETH MARTIN	#1292864

EXHIBIT "A"

Legal Description of Tract A, Tract B (ALF) and Tract C (Park")



Exhibit A

Tract A

A TRACT OR PARCEL OF LAND LYING IN TRACT "A" OF A REPLAT OF TRACT "L", MARCO BEACH UNIT SIX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 55 AND 56, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "A" THENCE S.89°36'17"E. ON THE SOUTH LINE OF SAID TRACT "A" FOR 331.81 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE N.00°23'43"E., DEPARTING SAID SOUTH LINE FOR 215.86 FEET;

THENCE N.02°49'45"E., FOR 173.05 FEET,

THENCE N.00°37'09"E., FOR 247.95 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID TRACT "A";

THENCE S.89°36'17"E., ON SAID NORTH LINE FOR 344.63 FEET TO THE NORTHEAST CORNER OF SAID TRACT "A" AND A POINT ON A CURVE;

THENCE THE FOLLOWING BEARINGS AND DISTANCES ON THE EAST AND SOUTH SIDE OF SAID TRACT "A":

SOUTHERLY 21.95 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF 01°19'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.00°15'07"E. FOR 21.95 FEET,

S.00°23'43"W., FOR 564.75 FEET TO A POINT OF CURVATURE:

SOUTHWESTERLY 78.54 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.45°23'43"W. FOR 70.71 FEET;

N.89°36'17"W., FOR 303.19 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 221,761 SQUARE FEET OR 5.09 ACRES, MORE OR LESS.

Tract B

A TRACT OR PARCEL OF LAND LYING IN TRACT "A" OF A REPLAT OF TRACT "L", MARCO BEACH UNIT SIX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 55 AND 56, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID TRACT "A" THENCE N.00°23'43"E., ON THE WEST LINE OF SAID TRACT A, FOR 396.70 FEET;

THENCE S.89°36'17"E., FOR 339.19 FEET;

THENCE S.00°37'09"W., FOR 7.95 FEET;

THENCE S.02°49'45"W., FOR 173,05 FEET;

THENCE S.00°23'43"W., FOR 215.86 FEET TO A POINT ON THE SOUTH LINE OF SAID TRACT "A";

THENCE N.89°36'17"W., ON SAID SOUTHLINE, FOR 331.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 132,324 SQUARE FEET OR 3.04 ACRES, MORE OR LESS

Tract C

A TRACT OR PARCEL OF LAND LYING IN TRACT "A" OF A REPLAT OF TRACT "L", MARCO BEACH UNIT SIX, AS PER PLAT THEREOF RECORDED IN PLAT BOOK 12, PAGES 55 AND 56, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, SAID TRACT OR PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID TRACT "A", THENCE N.00°23'43"E., ON THE WEST LINE OF SAID TRACT "A" FOR 396.70 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE CONTINUE N.00°23'43"E., ON THE WEST LINE OF SAID TRACT "A" FOR 240.00 FEET TO THE NORTHWEST CORNER OF SAID TRACT "A";

THENCE S.89°36'17"E., ON THE NORTH LINE OF SAID TRACT "A" FOR 340.13 FEET;

THENCE S.00°37'09"W., FOR 240.00 FEET;

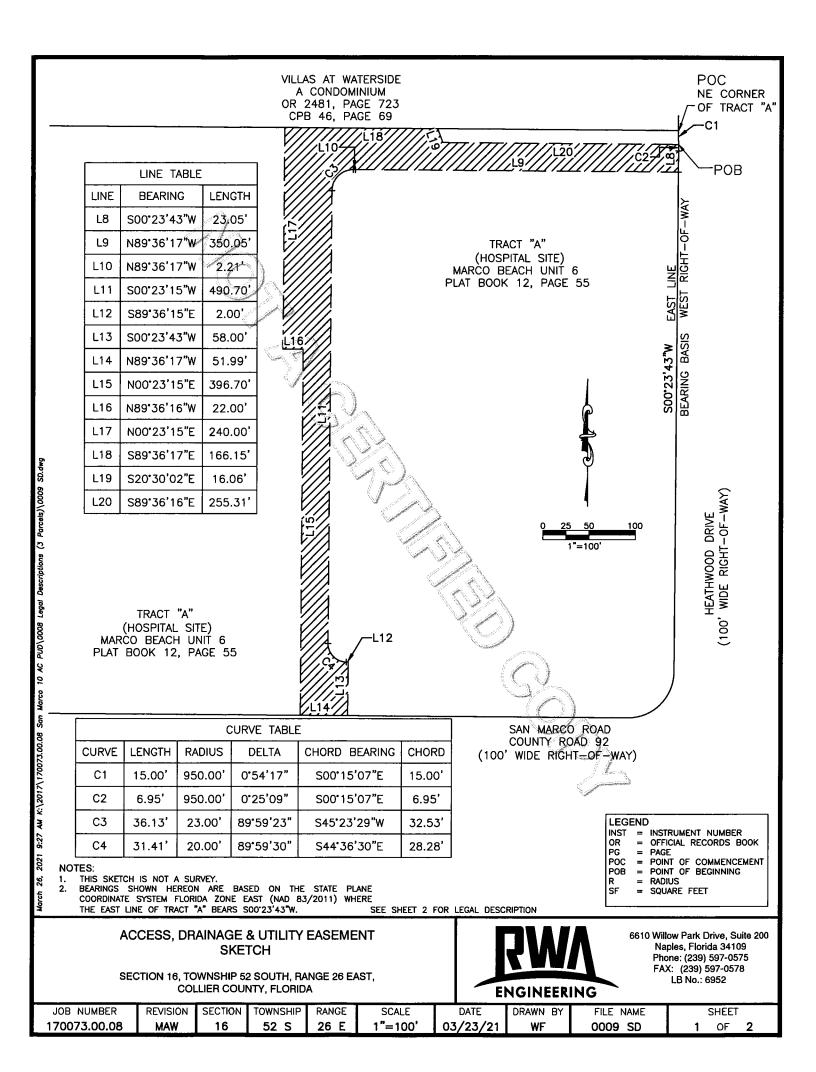
THENCE N.89°36'17"W., FOR 339.19 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 81,518 SQUARE FEET OR 1.87 ACRES, MORE OR LESS.

EXHIBIT "B"

Legal Description of Access and Utility Easement Parcel





A TRACT OF LAND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A", MARCO BEACH UNIT 6, PLAT BOOK 12, PAGE 55, AS RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THENCE SOUTHERLY 15.00 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF 00°54'17" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.00°15'07"E. FOR 15.00 FEET, ALONG THE WESTERLY RIGHT-OF-WAY OF HEATHWOOD DRIVE (100' WIDE), ALSO BEING THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE SOUTHERLY 6.95 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF 00°25'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.00°15'07"E. FOR 6.95 FEET

THENCE S.00'23'43"W., FOR 23,05 FEET;

THENCE N.89'36'17"W., FOR 350.05 FEET;

THENCE CONTINUE N.89'36'17"W., FOR 2.21 FEET TO A POINT ON A CURVE;

THENCE SOUTHWESTERLY 36.13 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 23.00 FEET THROUGH A CENTRAL ANGLE OF 89°59'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.45°23'29"W. FOR 32.53 FEET;

THENCE S.00°23'15"W., FOR 490.70 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY 31.41 FEET ALONG THE ARC OF A TANGENTIAL CURVE TO THE LEFT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 89'59'30" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.44'36'30"E. FOR 28.28 FEET;

THENCE S.89'36'15"E., FOR 2.00 FEET;

THENCE S.00'23'43"W., FOR 58.00 FEET;

THENCE N.89*36'17"W.. FOR 51.99 FEET:

THENCE N.00°23'15"E., FOR 396.70 FEET;

THENCE N.89°36'16"W., FOR 22.00 FEET;

THENCE N.00°23'15"E., FOR 240.00 FEET;

THENCE S.89'36'17"E., FOR 166.15 FEET;

THENCE S.20'30'02"E., FOR 16.06 FEET;

THENCE S.89'36'16"E., FOR 255.31 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 38,869 SQUARE FEET OR 0.89 ACRES, MORE OR LESS.



Digitally signed by Michael A. Ward DN: cn=Michael A. Ward, o=State of Florida, ou=LS 5301, email=maw@consultrwa.com, c=US Date: 2021.03.26 10:36:21 -04'00'

03/26/2021

MICHAEL A. WARD

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS 5301

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

SEE SHEET 1 FOR SKETCH

ACCESS, DRAINAGE & UTILITY EASEMENT LEGAL DESCRIPTION

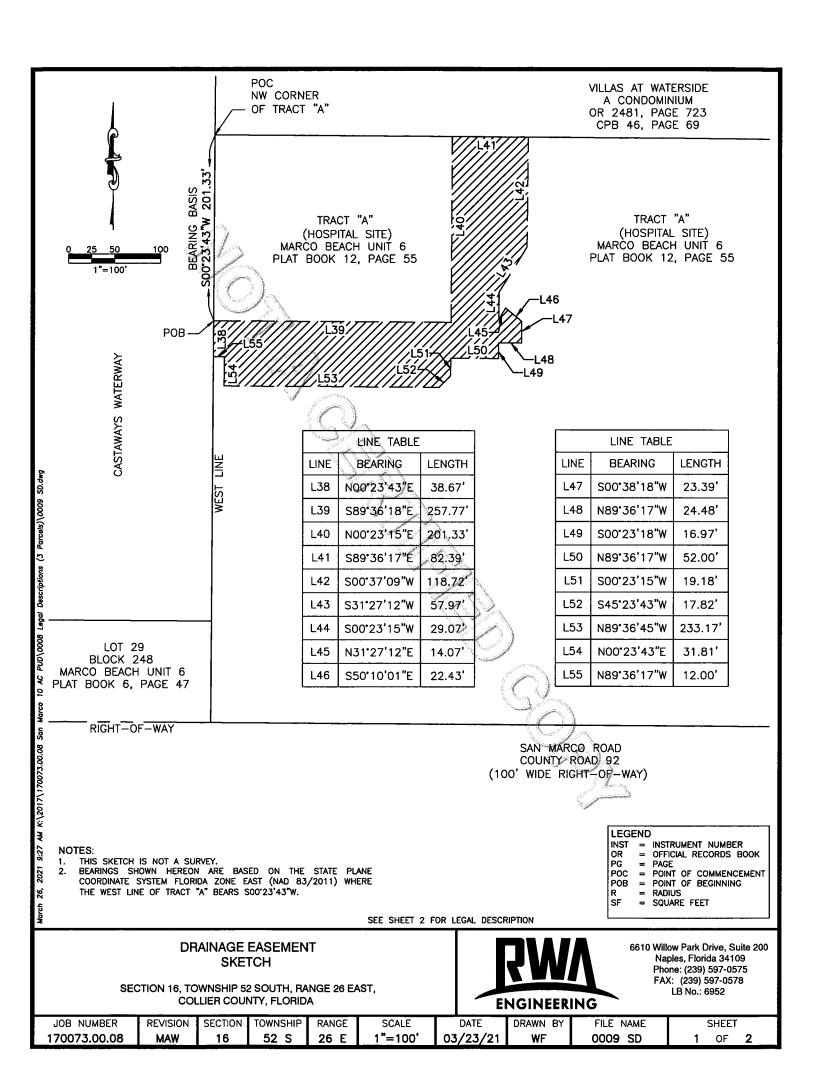
SECTION 16, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET	
170073.00.08	MAW	16	52 S	26 E	N/A	03/23/21	WF	0009 SD	2 OF 2	

EXHIBIT "C" Legal Description of Drainage Easement Parcels





A TRACT OF LAND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A", MARCO BEACH UNIT 6, PLAT BOOK 12, PAGE 55, AS RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THENCE S.00'23'43"W., ALONG THE WEST LINE OF SAID TRACT "A" FOR 201.33 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

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THENCE S.89'36'18"E., FOR 257,77 FEET;
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THENCE N.00°23'15"E., FOR 201.33 FEET;

THENCE S.89'36'17"E., FOR 82,39 FEET)

THENCE S.00'37'09"W., FOR 118.72 FEET;

THENCE S.31°27'12"W., FOR 57.97 FEET;

THENCE S.00°23'15"W., FOR 29.07 FEET,

THENCE N.31°27'12"E., FOR 14.07 FEET;

THENCE S.50'10'01"E., FOR 22.43 FEET;

THENCE S.00'38'18"W., FOR 23.39 FEET;

THENCE N.89*36'17"W., FOR 24.48 FEET;

THENCE S.00°23'18"W., FOR 16.97 FEET;

THENCE N.89°36'17"W., FOR 52.00 FEET;

THENCE S.00°23'15"W., FOR 19.18 FEET;

THENCE S.45°23'43"W., FOR 17.82 FEET;

THENCE N.89°36'45"W., FOR 233.17 FEET;

THENCE N.00°23'43"E., FOR 31.81 FEET;

THENCE N.89°36'17"W., FOR 12.00 FEET;

THENCE N.00°23'43"E., FOR 38.67 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 35,261 SQUARE FEET OR 0.81 ACRES, MORE OR LESS.



Digitally signed by Michael A. Ward DN: cn=Michael A. Ward, o=State of Florida, ou=LS 5301, email=maw@consultrwa.com, c=US Date: 2021.03.26 10:37:41 -04'00'

03/26/2021

MICHAEL A. WARD DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS 5301
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

SEE SHEET 1 FOR SKETCH

DRAINAGE EASEMENT LEGAL DESCRIPTION

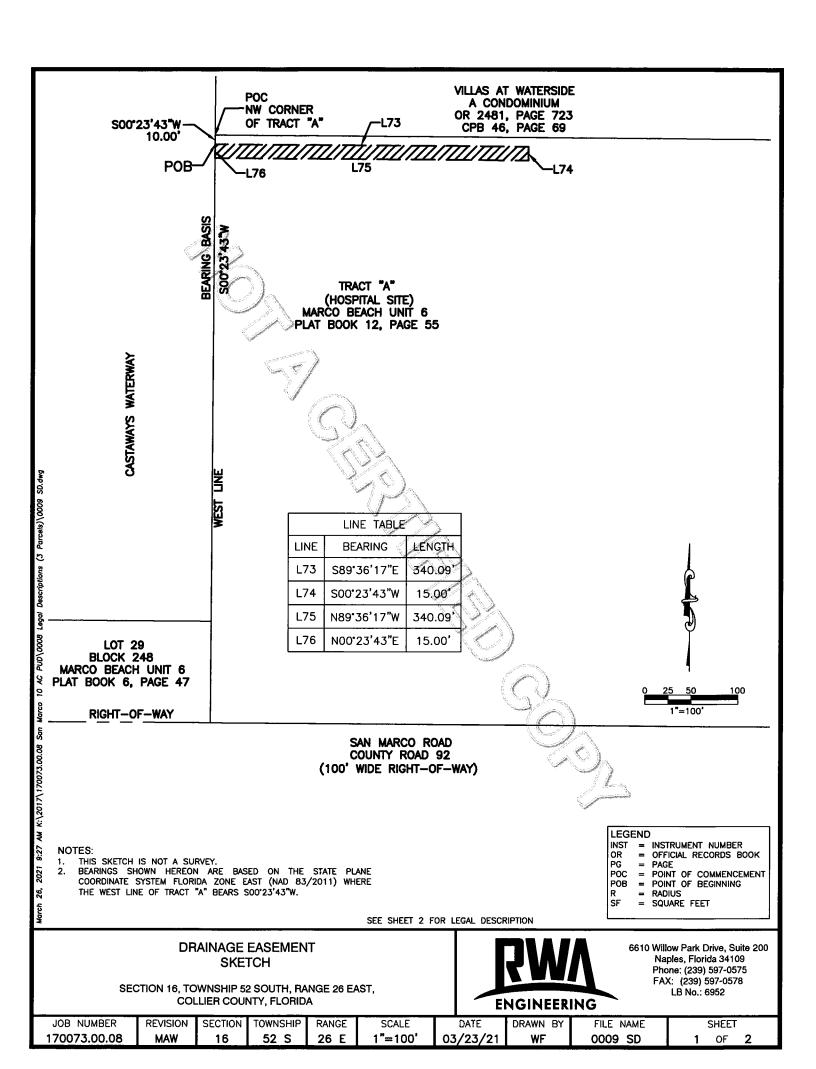
SECTION 16, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170073.00.08	MAW	16	52 S	26 E	N/A	02/09/21	WF	0009 SD	2 OF 2

EXHIBIT "D" Legal Description of Drainage Easement Parcel 2





A TRACT OF LAND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF TRACT "A", MARCO BEACH UNIT 6, PLAT BOOK 12, PAGE 55, AS RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THENCE S.00°23'43"W., ALONG THE WEST LINE OF SAID TRACT "A" FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE S.89'36'17"E., FOR 340.09 FEET;

THENCE S.00°23'43"W., FOR 15.00 FEET;

THENCE N.89°36'17"W., FOR 340.09 FEET;

THENCE N.00°23'43"E., FOR 15.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 5,101 SQUARE FEET OR 0/12 ACRES, MORE OR LESS.



Digitally signed by Michael A. Ward DN: cn=Michael A. Ward, o=State of Florida, ou=LS 5301, email=maw@consultrwa.com, c=US Date: 2021.03.26 10:35:09 -04'00'

03/26/2021 DATE

MICHAEL A. WARD DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS 5301
NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

SEE SHEET 1 FOR SKETCH

DRAINAGE EASEMENT LEGAL DESCRIPTION

SECTION 16, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



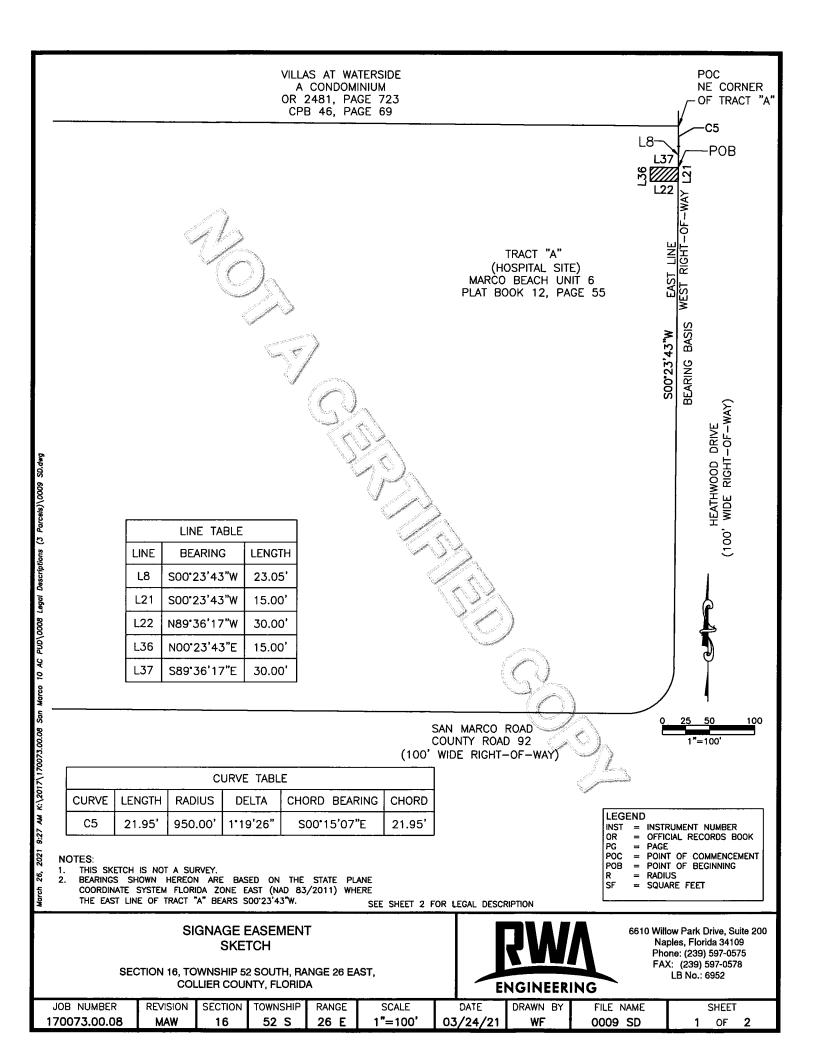
6610 Willow Park Drive, Suite 200 Naples, Florida 34109 Phone: (239) 597-0575 FAX: (239) 597-0578 LB No.: 6952

JOB NUMBER REVISION SECTION TOWNSHIP RANGE SCALE DATE DRAWN BY FILE NAME SHEET 170073.00.08 0009 SD MAW 16 52 S 26 E N/A 02/09/21 WF OF

EXHIBIT "E"

Legal Description of Sign Easement Parcel





2021

DESCRIPTION:

A TRACT OF LAND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A", MARCO BEACH UNIT 6, PLAT BOOK 12, PAGE 55, AS RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THENCE SOUTHERLY 21.95 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF 01°19'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.00°15'07" FOR 21.95 FEET, ALONG THE WESTERLY RIGHT-OF-WAY OF HEATHWOOD DRIVE (100' WIDE), THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY S.00°23'43"W., FOR 23.05 FEET; ALSO BEING THE EAST LINE OF SAID TRACT "A" TO THE POINT OF BEGINNING

THENCE S.00'23'43"W., FOR 15.00 FEET;

OF THE HEREIN DESCRIBED PARCEL;

THENCE N.89'36'17"W., FOR 30.00 FEET;

THENCE N.00°23'43"E., FOR 15.00 FEET,

THENCE S.89°36'17"E., FOR 30.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 450 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.



Digitally signed by Michael A. Ward DN: cn=Michael A. Ward, o=State of Florida, ou=LS 5301, email=maw@consultrwa.com, c=US Date: 2021.03.26 10:38:58 -04'00'

03/26/2021

MICHAEL A. WARD

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS 5301

NOT VALID WITHOUT THE SIGNATURE AND THE
ORIGINAL RAISED SEAL OF A FLORIDA LICENSED
SURVEYOR AND MAPPER.

SEE SHEET 1 FOR SKETCH

SIGNAGE EASEMENT LEGAL DESCRIPTION

SECTION 16, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA

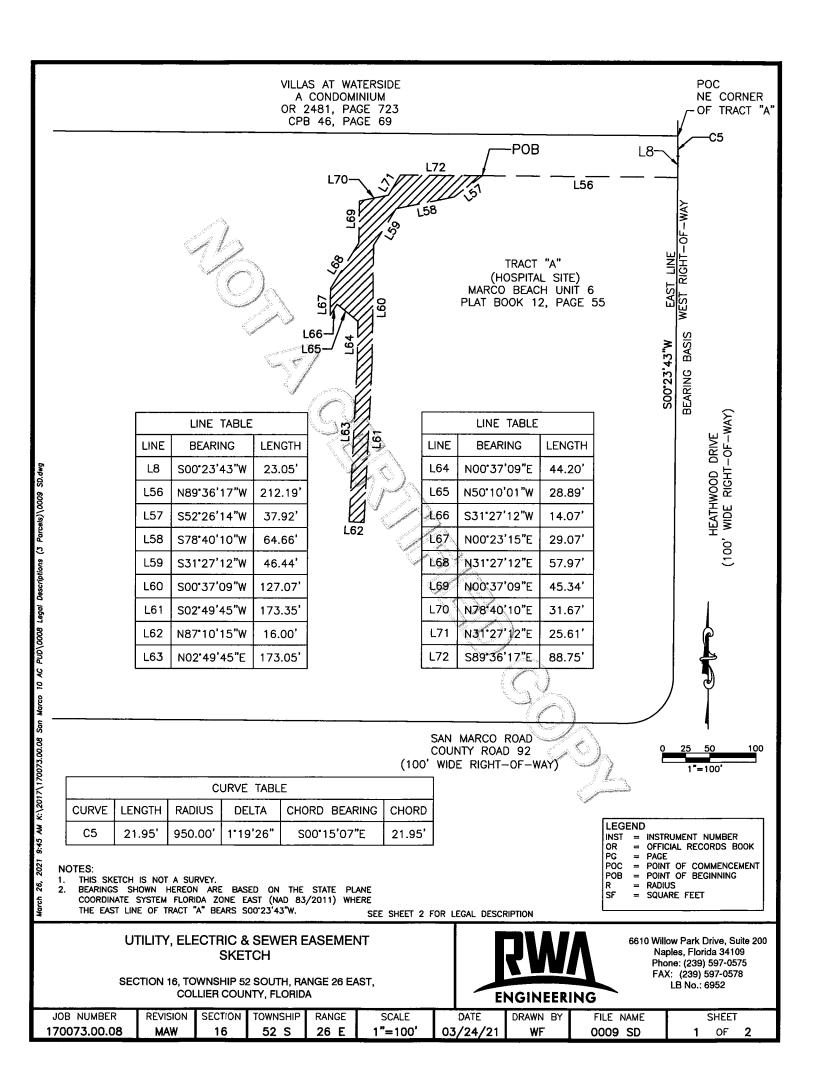


JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170073.00.08	MAW	16	52 S	26 E	N/A	03/24/21	WF	0009 SD	2 OF 2

EXHIBIT "F"

Legal Description of Utility Easement Parcel





A TRACT OF LAND LYING IN SECTION 16, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF TRACT "A", MARCO BEACH UNIT 6, PLAT BOOK 12, PAGE 55, AS RECORDED IN THE PUBLIC RECORDS OF COLLIER COUNTY. FLORIDA:

THENCE SOUTHERLY 21.95 FEET ALONG THE ARC OF A NON-TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 950.00 FEET/THROUGH A CENTRAL ANGLE OF 01°19'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.00'15'07"E FOR 21.95 FEET, ALONG THE WESTERLY RIGHT-OF-WAY OF HEATHWOOD DRIVE (100' WIDE), THENCE CONTINUE ALONG SAID WESTERLY RIGHT-OF-WAY S.00°23'43"W., FOR 23.05" FEET; ALSO BEING THE EAST LINE OF SAID TRACT "A"; THENCE N.89'36'17"W., FOR 212, 19 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

THENCE S.52°26'14"W., FOR 37.92 FEET;

THENCE S.78'40'10"W., FOR 64.66 FEET;

THENCE S.31'27'12"W., FOR 46.44 FEET)

THENCE S.00'37'09"W., FOR 127.07 FEET;

THENCE S.02'49'45"W., FOR 173.35 FEET;

THENCE N.87°10'15"W., FOR 16.00 FEET;

THENCE N.02'49'45"E., FOR 173.05 FEET;

THENCE N.00°37'09"E., FOR 44.20 FEET;

THENCE N.50'10'01"W., FOR 28.89 FEET;

THENCE S.31°27'12"W., FOR 14.07 FEET;

THENCE N.00°23'15"E., FOR 29.07 FEET;

THENCE N.31°27'12"E., FOR 57.97 FEET;

THENCE N.00°37'09"E., FOR 45.34 FEET;

THENCE N.78'40'10"E., FOR 31.67 FEET;

THENCE N.31°27'12"E., FOR 25.61 FEET;

THENCE S.89'36'17"E., FOR 88.75 FEET TO THE POINT OF BEGINNING OF THE PARCEL DESCRIBED HEREIN;

CONTAINING 10,169 SQUARE FEET OR 0.23 ACRES, MORE OR LESS.



Digitally signed by Michael A. Ward DN: cn=Michael A. Ward, o=State of Florida, ou=LS .5301, email=maw@consultrwa.com, c=US Date: 2021.03.26 10:52:06 -04'00'

03/26/2021

MICHAEL A. WARD

PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS 5301

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SEE SHEET 1 FOR SKETCH

UTILITY, ELECTRIC & SEWER EASEMENT **LEGAL DESCRIPTION**

SECTION 16, TOWNSHIP 52 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA



JOB NUMBER	REVISION	SECTION	TOWNSHIP	RANGE	SCALE	DATE	DRAWN BY	FILE NAME	SHEET
170073.00.08	MAW	16	52 S	26 E	N/A	03/24/21	WF	0009 SD	2 OF 2

EXHIBIT "G"

Depiction of Sign

