

### **LIMITED GRANT OF EASEMENT**

6000  
This Indenture, made and executed this 20 day of SEPT, 2001, by and between Corkscrew Growers, Inc., hereinafter referred to as "Grantor," and Beach Road Development Co. LLC, hereinafter referred to as "Grantee."

### **WITNESSETH:**

That for and in consideration of the sum of Ten and No/100 (\$10.00) Dollars, and other good and valuable consideration paid to the Grantor, the receipt of which is hereby acknowledged, the Grantor hereby grants to Grantee, its successors and/or assigns, a Non-Exclusive Easement having a width of one hundred fifty feet (150') for ingress, egress, drainage and underground utility purposes over and across the property described in Exhibit "A," which is attached hereto and incorporated herein.

This Easement is appurtenant to and intended for the benefit of the properties described in Exhibits "B" and "C", which are attached hereto (collectively referred to herein as "Property") and shall run with the land and the current owners of Exhibit "B", their successors and/or assigns shall retain the benefits and bear the burdens of the Easement herein granted. As of the date this Easement is recorded, Grantee is not the owner of any portion of the land described in Exhibit "B". However, as of the date this Easement is recorded, it is the intent of the Grantor and Grantee that the obligations of Grantee herein shall run to the Grantee named herein. If Grantee does not become an owner of all or any portion of the property described in Exhibit "B" by February 15, 2002, the obligations of Grantee herein shall automatically become the obligation of the owner(s) of Parcel 1 described in Exhibit "B".

This Easement shall terminate if construction of a roadway, (the "Roadway") and the access points, ("Access Points"), hereinafter collectively referred to as the "Facilities," to service the Property has not been commenced within five (5) years from the date hereof. If at the end of such five (5) year period construction of the Facilities has not commenced to service the Property, Grantor shall be entitled to record an affidavit (the "Non-Commencement Affidavit"), in the Public Records of Lee County, Florida stating that construction of the Facilities has not commenced, which Non-Commencement Affidavit shall constitute notice that this Easement has terminated. Grantee shall, at any time after the end of such five year period and provided a Commencement Affidavit has not been recorded during the five year period, and upon the request of Grantor, execute and deliver all such further instruments or documents and take such further action as may be reasonably necessary or appropriate in order to give effect to Grantor's rights of termination as reserved hereunder should Grantor, in its sole discretion, deem such further action to be necessary. If, prior to the end of such five (5) year period, construction of the Facilities to service the Property has been commenced, Grantee shall be entitled to record an affidavit, (the "Commencement Affidavit"), in the Public Records of Lee County, Florida. The Commencement Affidavit shall state that construction of the

DEPUTY CLERK B Cruz  
DOC TAX PD(F.S.201.02) 5,705.00  
RECORDING FEE 60.00  
LEE COUNTY  
CHARLIE GREEN CLERK OF COURT  
RECORDED 09/27/01 09:31 AM  
DB BK 03491 PG 2184  
INSTR # 5244347

Facilities has been commenced, and have attached to it a Certificate of Commencement signed by an engineer licensed to practice in the State of Florida. If such a Commencement Affidavit is recorded in compliance with this paragraph, it shall constitute record notice that this Easement cannot be terminated, and any Non-Commencement Affidavit subsequently recorded shall be void and of no force and effect. Grantor shall, at any time during such five year period, and upon the request of Grantee, execute and deliver all such further instruments or documents and take such further action as may be reasonably necessary or appropriate in order to give effect to Grantee's rights to confirm the commencement of construction as reserved hereunder should Grantee, in its sole discretion, deem such further action to be necessary.

Grantee shall provide for Grantor's use and benefit Access Points to Grantor's property, more particularly described in Exhibit "C" attached hereto, at quarter (1/4) mile intervals over the length of the Easement. Grantee's obligation to construct said Access Points shall be subject to the following limitations:

A. Grantee shall only be obligated to build Access Points which are approved and permitted by the appropriate governmental authority for vehicular ingress and egress. Grantee warrants to Grantor that it will make a good faith effort to obtain approval and permitting from the appropriate governmental authority for the Access Points and shall exhaust all of its available administrative remedies in obtaining such Access Points should the same not be approved or permitted by the appropriate governmental authorities.

B. Such Access Points shall consist of driveway/roadway entrances and curb cuts, if necessary, from the edge of the Roadway pavement up to the edge of the easement property, unless there is a ditch or swale between the Roadway and the edge of the easement property, in which case the driveway/roadway entrances shall be built up to the Northern edge of such ditch or swale, it being agreed by the parties that Grantee is not obligated to build any bridges or culverts as part of the Access Points.

C. Grantee shall not be obligated to build any acceleration or deceleration lanes as part of such Access Points, even if required by the applicable governmental authority.

D. The Access Points shall be built to provide motor vehicle access to Grantor's property at the points generally depicted in the sketch contained in Exhibit "A," attached hereto.

E. Prior to designing and applying for any necessary permits for the Access Points, Grantee shall notify Grantor in writing of its intent to proceed with the designing and permitting of the Access Points and Grantor, in its sole discretion, shall have the right to request less than four (4) Access Points and specify alternative locations for the Access Points. If Grantee has not received a response from Grantor within thirty (30) days after sending to Grantor the notice required by this

paragraph E, Grantee may proceed with its design and permit application according to the terms of this Easement.

All such Facilities shall be constructed to the applicable Lee County Development Code roadway standards and any other applicable governmental standards.

The Grantee shall be solely responsible for the construction and maintenance of the Facilities.

The Grantee shall, jointly and severally, indemnify, hold harmless and defend Grantor from and against any and all claims, demands, actions, losses and suits, damages and expenses and judgments, including attorneys' fees, which Grantor may suffer, incur or sustain, or for which Grantor may become liable because of the violation by the Grantee, its officers, employees or agents, of any laws, ordinances, or governmental regulations or because of injuries to or death of any person(s) or damage to or loss of property, arising out of or caused, directly or indirectly, in whole or in part from the installation, construction, operation, maintenance, repair, replacement or removal of the Facilities by the Grantee within the Easement or Grantor's ownership of the underlying fee simple title to that property more particularly described in Exhibit "A", attached hereto, except for any activities or actions of Grantor. This indemnification contained in this paragraph shall run to and inure to the benefit of Grantor only, and not the successors and assigns of Grantor, notwithstanding any language in this Easement to the contrary.

The Grantee, at its own cost or expense, shall procure and continue in force, general liability insurance and real estate environmental liability insurance, naming the Grantor as an insured, against any and all claims which Grantor may suffer, incur or sustain, or for which Grantor may become liable because of the violation by the Grantee, its officers, employees or agents, of any laws, ordinances, or governmental regulations or because of injuries to or death of any person(s) or damage to or loss of property, arising out of or caused, directly or indirectly, in whole or in part from the installation, construction, operation, maintenance, repair, replacement or removal of the facilities by the Grantee within the Easement or Grantor's ownership of the underlying fee simple title to that property more particularly described in Exhibit "A", as to improvements constructed by Grantee. Such insurance, at all times, shall be in an amount not less than Five Million and No/100 Dollars (\$5,000,000.00). Such insurance shall be written with a company or companies authorized to engage in the business of issuing general liability insurance in the State of Florida in maintaining a rating no lower than "A" in the A.M. Best TK Rating Guide, current edition, and there shall be delivered to Grantor customary certificates of coverage evidencing such insurance. Grantee's obligation to maintain insurance as required by this paragraph shall expire on the earlier of (i) four years after the date that Grantor conveys fee simple title to the property described in Exhibit "A", or (ii) December 31, 2012. If Grantee fails to maintain and provide evidence of the above-described insurance, Grantor shall have the right to (i) purchase such insurance for its benefit and seek reimbursement from Grantee of Grantor's costs in obtaining such insurance, including the right to file an action for damages in a court of competent jurisdiction to obtain such reimbursement, or (ii) enforce Grantee's



obligation to maintain insurance by suit for specific performance. In no event shall Grantor have the right to terminate this Easement as a result of Grantee's breach of this paragraph.

When required by Lee County, the Florida Department of Transportation, or another governmental entity, or after the "Facilities" have been put into place to service the Property, the underlying fee associated with this Easement may be conveyed by Grantor to Lee County, the Florida Department of Transportation, or another governmental entity, for dedication as a public right of way. Such conveyance and dedication may be done unilaterally by Grantor or shall be done at the request of Grantee, in either event, Grantee shall bear all costs and expense associated with such conveyance and dedication. If either the construction of the Facilities or the conveyance of the underlying fee to a governmental entity entitles any party to obtain impact fee credits, such credits, up to an amount equal to the amount paid by Grantee for this Easement and the amount expended by Grantee for construction costs which qualify for the receipt of impact fee credits, shall run to the benefit of Grantee, and Grantor agrees to execute such documents as necessary for Grantee to obtain such impact fee credits. Any impact fee credits available which are in excess of Grantee's cost for this Easement and Grantee's qualified construction costs shall run to the benefit of Grantor or the successor owner of fee title to the Easement area.

Except as provided herein, this instrument shall be binding on, and inure to the benefit of, the successors and/or assigns of the parties hereto.

IN WITNESS WHEREOF, the Grantor has executed this instrument or caused the same to be executed by its representatives, thereunto duly authorized on the day and year first written above.

**GRANTOR:**

**Corkscrew Growers, Inc.**

Janet L. Walsh  
 Witness Signature  
 Print Name: Janet L. Walsh

By: Fred A. Harvey  
 Signature

Cristie Grieb  
 Witness Signature  
 Print Name: Cristie Grieb

Print Name: FRED<sup>R</sup> HARVEY  
 Its: President



STATE OF ~~FLORIDA~~ <sup>Texas</sup> )  
 ) SS  
COUNTY OF Bexar )

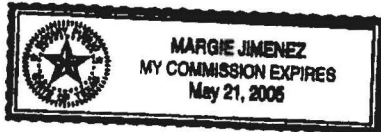
The foregoing instrument was acknowledged before me by FRED R. HARVEY, as PRESIDENT of Corkscrew Growers, Inc. He/She is personally known to me or has produced FLORIDA DRIVER'S LICENSE as identification.

SWORN AND SUBSCRIBED TO before me, this 17<sup>th</sup> day of September, 2001.

Margie Jimenez  
Notary Public

My Commission expires: 05-21-2005

Margie Jimenez  
Printed Name



Signed, sealed, and delivered  
in the presence of:

**GRANTEE:**  
**Beach Road Development Co. LLC**  
**By: Resource Conservation Properties, Inc.**  
**Its: Managing Member**

*Jean Gonzalez*  
Witness Signature  
Print Name: JEAN GONZALEZ

By: *[Signature]*  
Signature

*Andrea Haley*  
Witness Signature  
Print Name: Andrea Haley

Print Name: James P. McGowan  
Its: Vice President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me by James P. McGowan, as Vice President of Resource Conservation Properties, Inc., Managing Member of Beach Road Development Co. LLC. He/She is personally known to me or has produced \_\_\_\_\_ as identification.

SWORN AND SUBSCRIBED TO before me, this 20<sup>th</sup> day of September, 2001.

My Commission expires: 1-15-02

**Loretta J. Christopoulos**  
**Notary Public - State of Florida**  
**My Commission Expires January 15, 2002**  
**Comm. No. CC708475**

*Loretta J. Christopoulos*  
Notary Public  
*Loretta J. Christopoulos*  
Printed Name

# ACKNOWLEDGEMENT AND CONSENT

The undersigned, as the current Owners of the property described as Parcel 1 on Exhibit "B" attached hereto, by signing below, hereby acknowledge and consent to the terms of this Easement Agreement.

Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness Robert T Rogers  
[Signature]  
Witness LINDA H. FOWELL

[Signature]  
J. KENT MANLEY  
Date: 9/17/01

STATE OF Florida )  
 ) SS  
COUNTY OF Collier )

The foregoing instrument was acknowledged before me by J. Kent Manley. He is personally known to me or has produced \_\_\_\_\_ as identification.

SWORN AND SUBSCRIBED TO before me, this 17<sup>th</sup> day of Sept., 2001.

[Signature]  
Notary Public

My Commission expires:

Printed Name



Robert Rogers  
MY COMMISSION # CC912116 EXPIRES  
March 19, 2004  
BONDED THRU TROY PAID INSURANCE, INC.



Signed, sealed and delivered  
in the presence of:

[Signature]  
Witness Robert Rogers

[Signature]  
Witness LINDA H. FOWELL

[Signature]  
DEWEY GARGIULO

Date: 9/17/01

STATE OF Florida )  
 ) SS  
COUNTY OF Collier )

The foregoing instrument was acknowledged before me by Dewey Gargiulo. He is personally known to me ~~or has produced~~ \_\_\_\_\_ as identification.

SWORN AND SUBSCRIBED TO before me, this 17<sup>th</sup> day of Sept., 2001.

[Signature]  
Notary Public

My Commission expires:

\_\_\_\_\_  
Printed Name



Robert Rogers  
MY COMMISSION # CC912116 EXPIRES  
March 19, 2004  
BONDED THRU TROY FAIN INSURANCE, INC.

Signed, sealed and delivered  
in the presence of:

Witness

Robert Rogers

Witness

LINDA H. FOWELL

STATE OF Florida )  
 ) SS  
COUNTY OF Collier )

Michael Procacci  
MICHAEL PROCACCI

Date: 9/17/01

The foregoing instrument was acknowledged before me by Michael Procacci. He is personally known to me or ~~has produced~~ \_\_\_\_\_ as identification.

SWORN AND SUBSCRIBED TO before me, this 17<sup>th</sup> day of Sept., 2001.

[Signature]  
Notary Public

My Commission expires:

\_\_\_\_\_  
Printed Name



Robert Rogers  
MY COMMISSION # CC912116 EXPIRES  
March 19, 2004  
BONDED THRU TROY FAIR INSURANCE, INC.

*EXHIBIT A*

**BBLs**  
**SURVEYORS & MAPPERS INC.**  
1502-A RAILHEAD BLVD.  
NAPLES, FLORIDA 34110  
TEL. 941-597-1315  
FAX 941-597-5207

**PROPOSED ROADWAY  
LEGAL DESCRIPTION**

A PARCEL OF LAND LOCATED IN SECTION 3, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING AT THE NORTHWEST CORNER OF SECTION 3, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA ; THENCE N.89°52'12"E. ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3, A DISTANCE OF 2629.72 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 3; THENCE N.89°52'32"E. ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 2629.85 FEET TO THE NORTHEAST CORNER OF SAID SECTION 3; THENCE S.00°37'08"E. ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 3, A DISTANCE OF 150.01 FEET; THENCE S.89°52'32"W., A DISTANCE OF 2629.61 FEET TO A POINT ON THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE S.89°52'12"W., A DISTANCE OF 2629.48 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 3; THENCE N.00°48'13"W., A DISTANCE OF 150.01 FEET TO THE POINT OF BEGINNING.**

BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 3, TOWNSHIP 48 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA, AS BEING AN ASSUMED BEARING OF N.89°52'12"E

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

 10/20/99  
STEPHEN E. BERRY, STATE OF FLORIDA (LS #5296)  
BBLs SURVEYORS & MAPPERS INC. (LB #6753)

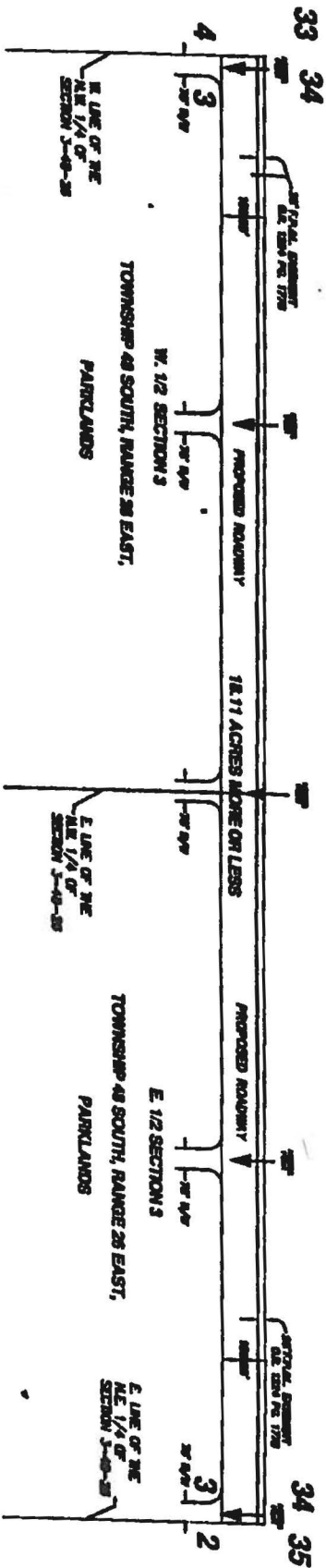
9843S3LS.LWP  
PROOFED 10/20/99 SEB

(SEE ATTACHED SKETCH - 9843S3LS)





**UNPLATTED**

[illegible]

**EXHIBIT "B"**

Parcel "1"- All of Sections 1 and 2, Township 48 South, Range 26 East, Lee County, Florida.

and

Parcel "2"- Section 35, Township 47 South, Range 26 East, Lee County, Florida.

**EXHIBIT "C"**

Section 3, Township 48 South, Range 26 East, Lee County, Florida.