

Prepared by and returned to:

Becker & Poliakoff, P.A.  
Sarah E. Spector, Esquire  
12140 Carissa Commerce Court, Suite 200  
Fort Myers, FL 33966

### AGREEMENT

This Agreement is entered into by and between BONITA FAIRWAYS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (the "Association"), ALAGOLD COMMUNITIES, LTD, L.L.P. and ALAGOLD CORPORATION (collectively, "Alagold"). These parties are collectively referred to in this Agreement as the "Parties."

### RECITALS:


WHEREAS, the Association is the entity responsible for the operation and management of the Bonita Fairways community (the "Community"), as described in the Declaration of Covenants and Restrictions for Bonita Fairways, recorded in Official Records Book 2872, Page 2887 of the Public Records of Lee County, Florida, as amended from time to time (the "Declaration"); and

WHEREAS, Alagold was the original Declarant under the Declaration, though Declarant rights were assigned to B.K. Devco, LLC pursuant to the Agreement for the Assignment and Assumption of Rights for Bonita Fairways, dated March 29, 2006 and recorded on April 4, 2006 as Instrument Number 2006000138694 in the Public Records of Lee County, Florida (and have subsequently been assigned again on two separate occasions); and

WHEREAS, Alagold continues to own property adjacent to the Community that is presently operated as a golf course, which property is legally described as set forth in Exhibit "A" attached hereto and incorporated herewith (the "Golf Course Property"); and

WHEREAS, Alagold owns other property adjacent to the Community as well, which property is legally described as set forth in Exhibit "B" attached hereto and incorporated herewith (the "Future Development Property"); and

WHEREAS, Alagold also continues to hold title to the parcel identified by STRAP Number 27-47-25-B3-0180A.00CE and more particularly described as Tract "A" of the Carousel Cove

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subdivision plat, recorded in Plat Book 60, Pages 13 through 15 of the Public Records of Lee County, Florida (the "Entrance Parcel"); and

WHEREAS, pursuant to the terms of the Declaration, the Entrance Parcel is a Common Area and, pursuant to Section 3.1 of the Declaration, Common Areas, as the term is defined in the Declaration, are to be owned by the Association and, pursuant to Section 8.2 of the Declaration, are to be conveyed to the Association; and

WHEREAS, in addition to requesting that Alagold convey the Entrance Parcel to the Association, the Association has asked that Alagold take action to address several other concerns of the Association, which can be summarized as follows:

1. Pursuant to an oral agreement between the Declarant-controlled Association and Alagold, the Association has been maintaining a fountain in a lake located on property owned by Alagold; and
2. A water quality contractor engaged by the Association has determined that a significant amount of algae is growing on one (1) lake owned by the Association and one (1) lake owned by Alagold and that those lakes will benefit from aeration; and
3. Alagold has been using the parking lot located on property owned by the Association and identified by STRAP Number 27-47-25-B3-00002.00CE, as more particularly described in the Warranty Deed from Alagold to the Association, dated October 28, 2005 and recorded on November 1, 2005 as Instrument Number 2005000096590 of the Public Records of Lee County, Florida (the "Association Parking Lot") to provide parking for the Golf Course Property; and
4. Alagold has been using Association-owned and maintained roads to access property owned by Alagold; and
5. While South Florida Water Management District (the "District") Water Use Permit 36-02027-W, as modified and extended from time to time (the "Water Use Permit"), allows for irrigation of Alagold-owned property and a portion of Association-owned property, Alagold owns and controls the pumps used to deliver the irrigation water; and

WHEREAS, it is contemplated that Alagold may continue to operate the Golf Course Property, or a portion thereof, as a golf course and, as such, Alagold has requested permission to continue to use the Association Parking Lot as it has been; and

WHEREAS, Alagold has requested confirmation of access to the Golf Course Property over Association-owned and maintained roads; and

WHEREAS, it is contemplated that Alagold, or its successors and assigns, will develop the Future Development Property; and

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~~WHEREAS, Alagold has requested confirmation of access to the Future Development~~  
Property over Association-owned and maintained roads; and


WHEREAS, the Parties have determined that it is best to address the concerns summarized above by way of an Agreement in order to avoid the expense and risk of litigation; and

WHEREAS, the Parties desire to reduce their agreement as to the concerns summarized above to written form in this Agreement and intend that this Agreement shall be binding upon the Parties and their respective successors and assigns; and

WHEREAS, the Parties have had full opportunity to negotiate the terms, understand them fully and have had the benefit of legal advice throughout the negotiation process.

NOW THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, including the mutual covenants set forth herein, the Parties agree as follows:

1. **Recitals.** The Parties agree that the foregoing recitals are true and correct.
2. **Entrance Parcel Deed.** A Special Warranty Deed, clear of liens or encumbrances, except for those of record at the time of this Agreement, for the purpose of conveying the Entrance Parcel to the Association is attached hereto as Exhibit "C" and incorporated herein by reference. The Special Warranty Deed for the Entrance Parcel (the "Entrance Parcel Deed") shall be recorded in the Public Records of Lee County, Florida within fourteen (14) days of the Effective Date of this Agreement. Costs of preparing and recording the Entrance Parcel Deed, including any documentary stamps due upon recording, shall be at the sole cost and expense of Alagold. The Association hereby grants and conveys a perpetual, non-exclusive access easement for golf course-related maintenance and an ingress and egress easement for vehicular and pedestrian traffic over the Entrance Parcel to Alagold, its successors in interest, its employees, invitees, customers and guests provided that the easement rights reserved to Alagold in the Declaration or by the Association in this Agreement or Special Warranty Deed shall be subject to the right of the Association to operate the entrance gate in the Association's reasonable discretion. Notwithstanding the foregoing, the entrance gate must be operated in such a manner as to not interfere with any access to the Golf Course Property by Alagold, its successors in interest, its employees, invitees, customers and guests, or any future construction on the Future Development Parcel.
3. **Entrance Fountain Maintenance and Lake Aeration.** The Association and Alagold shall execute the amendment to the Agreement for Shared Operation and Maintenance of Surface Water Management System and Landscaping Serving Bonita Fairways (the "SWMS Agreement"), attached hereto as Exhibit "D" and incorporated herein by reference, for purposes of amending Paragraph 10 of the SWMS Agreement, which has been prepared to provide the Association with the authority, at its sole cost and expense, to maintain, repair, replace and operate the fountain in the lake located north of the entrance to the Bonita Fairways community and south of the Association clubhouse (the "Entrance Fountain"), to permit, install and continuously maintain, repair, replace and operate equipment needed to aerate the lakes located on the adjacent Golf Course Property, and to provide the Association with the requisite easement rights to accomplish same. All repairs or maintenance to the fountain shall be performed in such a manner

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as to not interfere with any operations of the Golf Course Property. In the event Alagold is called in to shut down pumps or repair broken irrigation heads on any of the Association's property, the Association shall reimburse Alagold in a timely manner or provide agreement for it to be deducted from the monthly \$600 paid to the Association for maintenance of the West Terry Street Landscaping pursuant to the terms of Exhibit "D" the amended SWMS Agreement. Alagold shall deliver its fully executed signature page for the amendment to the SWMS Agreement to the Association within thirty (30) days of the Effective Date of this Agreement. Upon receipt of the fully executed signature page from Alagold, the Association shall record, at the Association's expense, the amendment to the SWMS Agreement in the Public Records of Lee County, Florida. Once the amendment has been recorded in the Public Records, the Entrance Fountain operation and lake aeration shall be governed by the SWMS Agreement, as amended from time to time.


**4. Parking Lot Maintenance; Alagold Easement.** For purposes of this Paragraph, the Association Parking Lot shall be described in three separate segments. The first segment shall be that located south of Bonita Fairways Drive (also known as Storybook Place and which leads to the clubhouse) (the "Clubhouse Parking Lot"). The second segment shall be that located north of Bonita Fairways Drive (the "Golf Course Easement Area"). The third segment is the access roadway to both the Clubhouse Parking Lot and the Golf Course Easement Area (hereinafter "Access Roadway"). A sketch of the Clubhouse Parking Lot, the Golf Course Easement Area and the Access Roadway is set forth in Exhibit "E" attached hereto and incorporated herewith.

Repaving, maintenance, repair, replacement, landscaping and insurance of the Clubhouse Parking Lot, together with all associated costs, fees, and expenses (the "Clubhouse Parking Lot Maintenance Expenses"), shall be the sole responsibility of the Association.

~~Repaving, maintenance, repair, replacement, landscaping, and insurance of the Golf Course Easement Area, together with all associated costs, fees, and expenses (the "Golf Course Easement Area Maintenance Expenses"), shall be the sole responsibility of Alagold for so long as the Golf Course Property is operated as a golf course. However, prior to commencing any work for repaving, maintenance, repair, replacement, landscaping or insurance of the Golf Course Easement Area, Alagold shall provide all quotes, bids, and/or specifications to the Association for the Association's prior written approval, which approval shall not be unreasonably withheld, conditioned or delayed.~~

~~Repaving, maintenance, repair, replacement and landscaping of the Access Roadway shall be the responsibility of the Association. All costs, fees and expenses associated with the repaving, maintenance, repair, replacement and landscaping of the Access Roadway (the "Access Roadway Maintenance Expenses") shall be shared equally (50% / 50%) between Alagold and the Association.~~

The Association and Alagold shall cooperate so as to have the Clubhouse Parking Lot, the Golf Course Easement Area and the Access Roadway initially repaved as provided in this Paragraph no later than December 31, 2017. Thereafter, whenever possible Alagold and the Association shall make reasonable efforts to coordinate the upkeep and maintenance of the Clubhouse Parking Lot, the Golf Course Easement Area and the Access Roadway in a manner consistent with a desire to reduce time, cost and infringement upon the use of either the Golf Course Easement Area or the Clubhouse Parking Lot. Alagold shall be responsible for reimbursing the Association for its share

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of the Access Roadway Maintenance Expenses within thirty (30) days after receipt by Alagold of an invoice from the Association for said expenses.


In recognition of Alagold's agreement to repave, maintain, repair, replace, landscape, and insure the Golf Course Easement Area and pay all Golf Course Easement Area Maintenance Expenses as set forth in this Paragraph, the Association grants and conveys to Alagold and its successors, assigns, agents, representatives, employees, contractors, officers, directors, managers, managing members, guests, and invitees, a perpetual, non-exclusive access easement over, across, through, under, and on the Clubhouse Parking Lot for the sole and limited purpose of maintaining the Golf Course Property and accessing the Golf Course Easement Area for as long as the Golf Course Property is operated as a golf course.

Additionally, the Association grants and conveys to Alagold and its successors, assigns, agents, representatives, employees, contractors, officers, directors, managers, managing members, guests, and invitees, a non-exclusive access easement over, across, through, under, and on the Golf Course Easement Area for the sole and limited purpose of vehicular parking related to use of the golf course for as long as the Golf Course Property is operated as a golf course. Should the Golf Course Property no longer be operated as a golf course, the easements, rights and obligations of Alagold or any of its successors, assigns, agents, representatives, employees, contractors, officers, directors, managers, managing members, guests, and invitees shall terminate upon such termination of the operation of the Golf Course Property as a golf course without further need to amend this Agreement.

Nothing contained herein shall be construed to deny access to Alagold, its successor and assigns the right of ingress and egress into the community, regardless of the use of the Golf Club Property. Further nothing contained herein shall be construed to grant or convey a right to Alagold or its successors, assigns, agents, representatives, employees, contractors, officers, directors, managers, managing members, guests, or invitees to park on the Clubhouse Parking Lot, as the right granted herein is solely for access over the Clubhouse Parking Lot so as to be able to access and park on the Golf Course Easement Area. The obligations and rights set forth in this Paragraph shall run with the Golf Course Property and to Alagold's successors to the Golf Course Property, subject to termination as set forth in this Paragraph.

5. **Road Maintenance.** The Association shall be responsible for the repaving, maintenance, repair, replacement, and insurance of the portion of Bonita Fairways Boulevard (also known as Bonita Fairways Circle) that runs from West Terry Street to Bonita Fairways Drive (also known as Storybook Place and which leads to the clubhouse) (the "Alagold Golf Course Access Road"), a sketch of which is set forth in Exhibit "F" attached hereto and incorporated herewith.

All costs, fees and expenses associated with repaving, maintenance, repair, replacement, and insurance of the existing Alagold Golf Course Access Road (the "Road Maintenance Expenses") shall be shared by the Association and Alagold, such that the Association shall be responsible for sixty-six and two thirds percent (66.67%) of the Road Maintenance Expenses and Alagold shall be responsible for thirty three and one-third percent (33.33%) of the Road Maintenance Expenses. Both parties shall be a part of the bidding process and selection of the vendor to obtain the best pricing. Notwithstanding the foregoing, in the event that Alagold damages the Alagold Golf Course Access Road, or any other portion of the Association-owned roads, which damage is not

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normal wear and tear but instead is a result of damage caused by construction traffic, Alagold shall be responsible for one hundred percent (100%) of the Road Maintenance Expenses resulting from the verified damage caused by Alagold. Similarly, if an entity or person not a party to this Agreement damages the Alagold Golf Course Access Road, or any other portion of the Association-owned roads, which damage is not normal wear and tear, that person or entity shall be responsible for one hundred percent (100%) of the Road Maintenance Expenses resulting from the verified damage caused by that person or entity. Alagold's share of the Road Maintenance Expenses as set forth herein shall be paid over to the Association within thirty (30) days after receipt by Alagold of an invoice from the Association for Road Maintenance Expenses. The obligation to share in the Road Maintenance Expenses shall only run with the Golf Course Property and only to Alagold's successors in interest to the Golf Course Property. However, Alagold and the Association may modify this Agreement to apportion Road Maintenance Expenses to any other entity that develops within the Bonita Fairways Community.

6. **Future Development Easement.** Association hereby grants and conveys an ingress and egress easement for vehicular and pedestrian traffic over the roadways in Bonita Fairways to serve the Future Development Property ("Future Development Easement") and agrees to document this grant with an appropriate easement document to be recorded in the Public Records of Lee County, Florida. In the event that Alagold, or its successor in interest to the Future Development Property, damages the Future Development Easement areas, which damage is not normal wear and tear but instead is a result of damage caused by construction traffic, Alagold, or its successor in interest to the Future Development Property, as applicable, shall be responsible for one hundred percent (100%) of the repair of the verified damage caused by Alagold or its successor in interest.

If the Future Development Property is not submitted to the Declaration, each residence constructed on the Future Development Property shall be responsible for a pro rata share of the normal operation, maintenance and repair costs of the Future Development Easement, which pro rata share shall be calculated on the basis of the number of residences constructed on the Future Development Property relative to the total number of residences in Bonita Fairways. Alagold, or its successor in interest to the Future Development Property, shall be required to include a requirement relative to payment of these expenses in the deed or other conveyance document to the first end user of each residence. In the event Alagold, or its successor in interest to the Future Development Property, fail to include such a requirement, those conveyance documents shall be deemed to include this requirement to pay a pro rata share of the costs associated with the Future Development Easement set forth herein.

7. **Water Use Permit/Irrigation.** As of the Effective Date of this Agreement, the Association shall be entitled to all water available to the Association for irrigation pursuant to the Water Use Permit (the "Irrigation Water Entitlement"). The total allocations set forth therein shall be adjusted in the event that the Water Use Permit is later modified to increase or decrease the total allocations, or in the event water restrictions are imposed by the South Florida Water Management District. The Association shall never be restricted to less than five percent (5%) of the irrigation water available on any given day, unless reasonably necessary to protect against imminent loss of the golf course's greens and tee boxes. The Irrigation Water Entitlement set forth herein shall remain in effect so long as the Water Use Permit, including any modification or extension thereof, is active unless the Association and Alagold agree, in writing, to a different

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allocation. In return for the Association's consideration, the sufficiency of which is hereby acknowledged, Alagold will be responsible for all expenses related to the pump station, including but not limited to the following: maintenance, repairs, electricity, etc., with the exception that the Association shall contribute five percent (5%) toward the replacement cost of any irrigation pumps. Both parties shall be a part of the bidding process and selection of the vendor to obtain the best pricing.

8. **Limitation on Easement Rights.** As of the Effective Date of this Agreement, any easement rights granted by the Association in this Agreement shall be subject to the right of the Association to regulate parking and traffic on all private roads within the Community, including without limitation the use of access gates, speed bumps or other traffic calming devices, in the Association's sole and absolute discretion.


9. **Separation of Rights and Obligations.** Notwithstanding anything herein to the contrary, the obligations of Alagold described in this Agreement that pertain to the Golf Course Property shall not be binding on successor owners of the Future Development Property, nor shall they be considered covenants running with the Future Development Property; and the obligations in this Agreement that pertain to the Future Development Property shall not be binding on successor owners of the Golf Course Property, nor shall they be considered covenants running with the Golf Course Property.

10. **Indemnification.** The Parties shall indemnify, protect, save, defend and hold harmless one another, their successors, assigns, agents, representatives, employees, contractors, members, officers, and directors ("Indemnified Parties"), from and against any and all liabilities, obligations, claims, damages, judgments, awards, penalties, costs and expenses, including, without limitation, court costs, expert witness fees, and attorneys' fees and expenses at trial and on appeal (whether such expenses and costs are taxable or non-taxable under any applicable statute, rule or regulation), which any of the Indemnified Parties incurs, suffers or sustains, or for which any of the Indemnified Parties becomes obligated or liable for arising out of or relating to the exercise of the rights granted to the other party ("Indemnifying Party"), and its successors, assigns, agents, representatives, employees, contractors, officers, directors, managers, managing members, guests, and invitees, under this Agreement. The Indemnifying Party further agrees to pay all fees, costs and expenses in defending against any claims made against the Indemnified Parties, that are included with the indemnified obligations of the Indemnifying Party set forth above, with counsel reasonably acceptable to the Indemnified Parties, recognizing that such counsel must be competent and not have a conflict of interest in connection with the matter as reasonably determined by the Indemnified Parties. In connection with any defense by the Indemnifying Party, the Indemnified Parties shall have the right to consent to any settlement of same. This Paragraph regarding indemnification shall survive any termination of this Agreement.

11. **Delivery of Notice; Documents.** All notices to be delivered pursuant to the terms of this Agreement shall be delivered as follows or to such other address as either Party shall have designated by notice pursuant to this Paragraph to the other:

If to the Association, to:

Bonita Fairways Community Association, Inc.  
c/o Gulf Breeze Management Services, Inc.  
8910 Terrene Court, #200

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Bonita Springs, FL 34135

With a copy to:

Becker & Poliakoff, PA  
c/o J. Kevin Miller, Esq.  
12140 Carissa Commerce Court, Suite 200  
Fort Myers, FL 33966  
kmiller@bplegal.com

If to Alagold, to:

Alagold Communities, LTD, L.L.P.  
c/o Katherine E. Luchene  
Bonita Fairways Pro Shop  
26740 Sammoset Way  
Bonita Springs, FL 34135

With a copy to:

Pavese Law Firm  
c/o Charles Mann, Esq.  
1833 Hendry Street  
Fort Myers, FL 33901  
charlesmann@pavesclaw.com


The Entrance Parcel Deed and the amendment to the SWMS Agreement to be delivered pursuant to the terms of this Agreement shall be delivered as follows:

If to the Association, to:

Becker & Poliakoff, PA  
c/o J. Kevin Miller, Esq.  
12140 Carissa Commerce Court, Suite 200  
Fort Myers, FL 33966  
kmiller@bplegal.com

12. **Cooperation.** The Parties agree to cooperate fully in the execution of any documents or performance in any way which may be reasonably necessary to carry out the purposes of this Agreement and to effectuate the intent of the Parties.

13. **Entire Agreement; Authorship.** This Agreement, together with any exhibits, sets forth the entire understanding of the Parties in connection with the subject matter hereof, and is intended to supersede all previous oral agreements concerning the matters set forth herein. None of the Parties has made any statement, representation, or warranty in connection herewith, except as expressly set forth herein, which has been relied upon by the other Parties hereto or which acted as an inducement for the other Parties to enter into this Agreement; and each of the Parties agrees it is not in fact relying upon any such statement, representation, or warranties, or any other expectations, understandings or agreements other than those expressly set forth or incorporated by reference in this Agreement. This Agreement shall be deemed to have been mutually prepared by the Parties, and shall not be construed against any of them by reason of authorship.

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14. **Binding Nature.** The terms of this Agreement will inure to the benefit of, and be binding upon, the Parties, and all of their respective grantees, owners, members, heirs, legal representatives, successors, assigns, tenants, agents, employees, guests and shall constitute covenants running with the lands described herein, regardless whether specifically mentioned in any subsequent deed or conveyance of all or any part of the lands and shall be binding on all persons subsequently acquiring title to all or any part of the lands.

15. **Headings.** The headings contained in this Agreement are for purposes of convenience only and shall not affect the meaning or interpretation of this Agreement.

16. **Enforcement; Attorneys' Fees.** Failure to comply with the terms of this Agreement shall be grounds for relief, which relief may include, but shall not be limited to, an action to recover damages or injunctive relief or both. In any proceeding, including appeals, the prevailing party shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled, including any fees incurred in determining entitlement or amount of attorneys' fees to be awarded.



17. **Waiver.** The waiver by any party hereto of any right granted herein shall not be deemed to be a waiver of any other right granted herein, and the same shall not be deemed a waiver of a subsequent right obtained by reason of the continuation of any matter previously waived.

18. **Governing Law and Venue.** This Agreement shall be governed by and enforced in accordance with the laws of the State of Florida. If a dispute arises with respect to the enforcement of this Agreement or if any legal proceeding shall be brought to enforce or interpret any provision in this Agreement, or to recover damages for breach of this Agreement, venue shall be exclusively and solely in Lee County, Florida, and the Parties waive the right to a jury trial and agree that the matter shall be tried by such court without a jury.

19. **Severability.** The invalidity, in whole or in part, of any covenants, restrictions or any section, subsection, sentence, clause, phrase, word, or other provision of this Agreement shall not affect the remaining portions thereof.

20. **Authority.** The Parties hereto further represent and warrant that all persons executing this Agreement have obtained all corporate authority necessary to execute this Agreement and to grant and ratify the easements herein created; that they have full authority to bind the respective party on whose behalf they are executing this Agreement with respect to the terms and conditions hereof and thereof; and that all necessary corporate action to imbue such persons with such authority have been taken.

21. **Execution.** The Parties agree that this Agreement may be executed in one or more counterparts, each of which shall be executed by one or more of the Parties, and such executed counterparts, taken collectively, will constitute one agreement. Signature pages may be transmitted by facsimile or in PDF format via electronic mail, and when received shall have the same force and effect as if executed as an original.

22. **Recording.** This Agreement shall be recorded in the Public Records of Lee  
 Alagold  Association

County, Florida. Failure to record this Agreement in the Public Records of Lee County, Florida shall not invalidate any provision hereof.

23. **Modification or Amendment.** This Agreement may be only modified or amended by a future writing agreed by the Parties or their respective successors and assigns, provided that any such modification or amendment shall be set forth in an instrument executed by these Parties and placed among the Public Records of Lee County, Florida.

24. Time is of the essence of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement to be effective on the date first stated below (the "Effective Date").

WITNESSES (TWO)

BONITA FAIRWAYS COMMUNITY  
ASSOCIATION, INC.

Carolyn Quinones  
Print Name: Carolyn Quinones

By:

Donald Griffin  
Donald Griffin, President

Jeanie Blacione  
Print Name: Jeanie Blacione

Date:

5/25/2017

(SEAL)

STATE OF FL  
COUNTY OF LEE

The foregoing Agreement was acknowledged before me this 25 day of May 2017, by Donald Griffin as President of BONITA FAIRWAYS COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or who has produced drivers license as identification and who did (did not) take an oath.

Carolyn Quinones  
Notary Public

(SEAL)



Carolyn Quinones  
(Name typed, printed or stamped)

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WITNESSES (TWO)

ALAGOLD COMMUNITIES, LTD.,  
L.L.P., a Florida limited liability  
partnershipBy: Alagold Corporation, a Florida  
corporation and its general partnerPrint Name: JOSE ACEBOPrint Name: Jessica PosadaBy: Katherine E. Luchene  
Katherine E. Luchene, President

(CORPORATE SEAL)

STATE OF Florida  
COUNTY OF Lee

The foregoing Agreement was acknowledged before me this 1<sup>ST</sup> day of May  
2017, by Katherine E. Luchene, as President of Alagold Corporation, a Florida corporation, as  
General Partner of Alagold Communities, Ltd., L.L.P., a Florida limited liability partnership, who  
is personally known to me or who has produced FL DL as  
identification and who did (did not) take an oath.

(SEAL)


Maytee Garrison  
Notary Public

Maytee Garrison  
(Name typed, printed or stamped)

FDL: L 252-05-53.6350  
4/15/19

Alagold
Association

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF GOLF COURSE PROPERTY**

[Please see attached.]



Lee County property Appraiser map of Golf Course Property



**EXHIBIT "B"**

### LEGAL DESCRIPTION OF FUTURE DEVELOPMENT PROPERTY

**[Please see attached.]**

A PARCEL OF LAND LOCATED WITHIN SECTION 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF LOT 93, BLOCK B, CAROUSEL COVE, PLAT BOOK 60, PAGES 13 THROUGH 15, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE RIGHT-OF-WAY OF SAMMOSET WAY (TRACT "B") OF SAID PLAT; THENCE RUN ALONG SAID RIGHT-OF-WAY, NORTH  $14^{\circ}36'39''$  EAST, A DISTANCE OF 40.00 FEET; THENCE NORTH  $75^{\circ}23'21''$  WEST, A DISTANCE OF 100.00 FEET; THENCE NORTH  $14^{\circ}13'36''$  EAST, A DISTANCE OF 91.79 FEET; THENCE NORTH  $75^{\circ}23'45''$  WEST, A DISTANCE OF 209.65 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE SOUTH  $67^{\circ}07'08''$  WEST, A DISTANCE OF 180.98 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE SOUTHWESTERLY 37.34 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF  $42^{\circ}47'13''$ , (CHORD BEARING SOUTH  $45^{\circ}43'32''$  WEST, A DISTANCE OF 36.48 FEET); THENCE SOUTH  $24^{\circ}19'55''$  WEST, A DISTANCE OF 107.25 FEET; THENCE NORTH  $65^{\circ}40'05''$  WEST, A DISTANCE OF 97.22 FEET TO A POINT ON A CURVE TO THE LEFT; THENCE WESTERLY 89.83 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 125.00 FEET, A CENTRAL ANGLE OF  $41^{\circ}10'28''$ , (CHORD BEARING NORTH  $86^{\circ}15'19''$  WEST, A DISTANCE OF 87.91 FEET); THENCE SOUTH  $73^{\circ}09'27''$  WEST, A DISTANCE OF 53.93 FEET TO A POINT ON A CURVE TO THE RIGHT; THENCE NORTHWESTERLY 26.56 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 17.50 FEET, A CENTRAL ANGLE OF  $86^{\circ}56'56''$ , (CHORD BEARING NORTH  $63^{\circ}22'05''$  WEST, A DISTANCE OF 24.08 FEET) TO A POINT ON A REVERSE CURVE TO THE LEFT; THENCE NORTHERLY 61.52 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 790.00 FEET, A CENTRAL ANGLE OF  $04^{\circ}27'43''$ , (CHORD BEARING NORTH  $22^{\circ}07'28''$  WEST, A DISTANCE OF 61.51 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHWESTERLY 42.48 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 77.00 FEET, A CENTRAL ANGLE OF  $31^{\circ}36'23''$ , (CHORD BEARING NORTH  $40^{\circ}58'37''$  WEST, A DISTANCE OF 41.94 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHWESTERLY 57.88 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF  $22^{\circ}06'26''$ , (CHORD BEARING NORTH  $40^{\circ}58'03''$  WEST, A DISTANCE OF 57.52 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE LEFT; THENCE NORTHWESTERLY 201.94 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 767.50 FEET, A CENTRAL ANGLE OF  $15^{\circ}04'30''$ , (CHORD BEARING NORTH  $39^{\circ}01'34''$  WEST, A DISTANCE OF 201.36 FEET) TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE NORTHWESTERLY 149.12 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 370.29 FEET, A CENTRAL ANGLE OF  $23^{\circ}04'22''$ , (CHORD BEARING NORTH  $35^{\circ}01'37''$  WEST, A DISTANCE OF 148.11 FEET); THENCE NORTH  $77^{\circ}00'42''$  EAST, A DISTANCE OF 173.87 FEET; THENCE SOUTH  $73^{\circ}25'37''$  EAST, A DISTANCE OF 64.55 FEET; THENCE SOUTH  $43^{\circ}36'32''$  EAST, A DISTANCE OF 176.89 FEET; THENCE SOUTH  $88^{\circ}48'30''$  EAST, A DISTANCE OF 201.01 FEET; THENCE NORTH



67°05'22" EAST, A DISTANCE OF 240.95 FEET; THENCE SOUTH 02°30'33" EAST, A DISTANCE OF 239.62 FEET TO THE POINT OF BEGINNING.

CONTAINING 4.61 ACRES, MORE OR LESS.

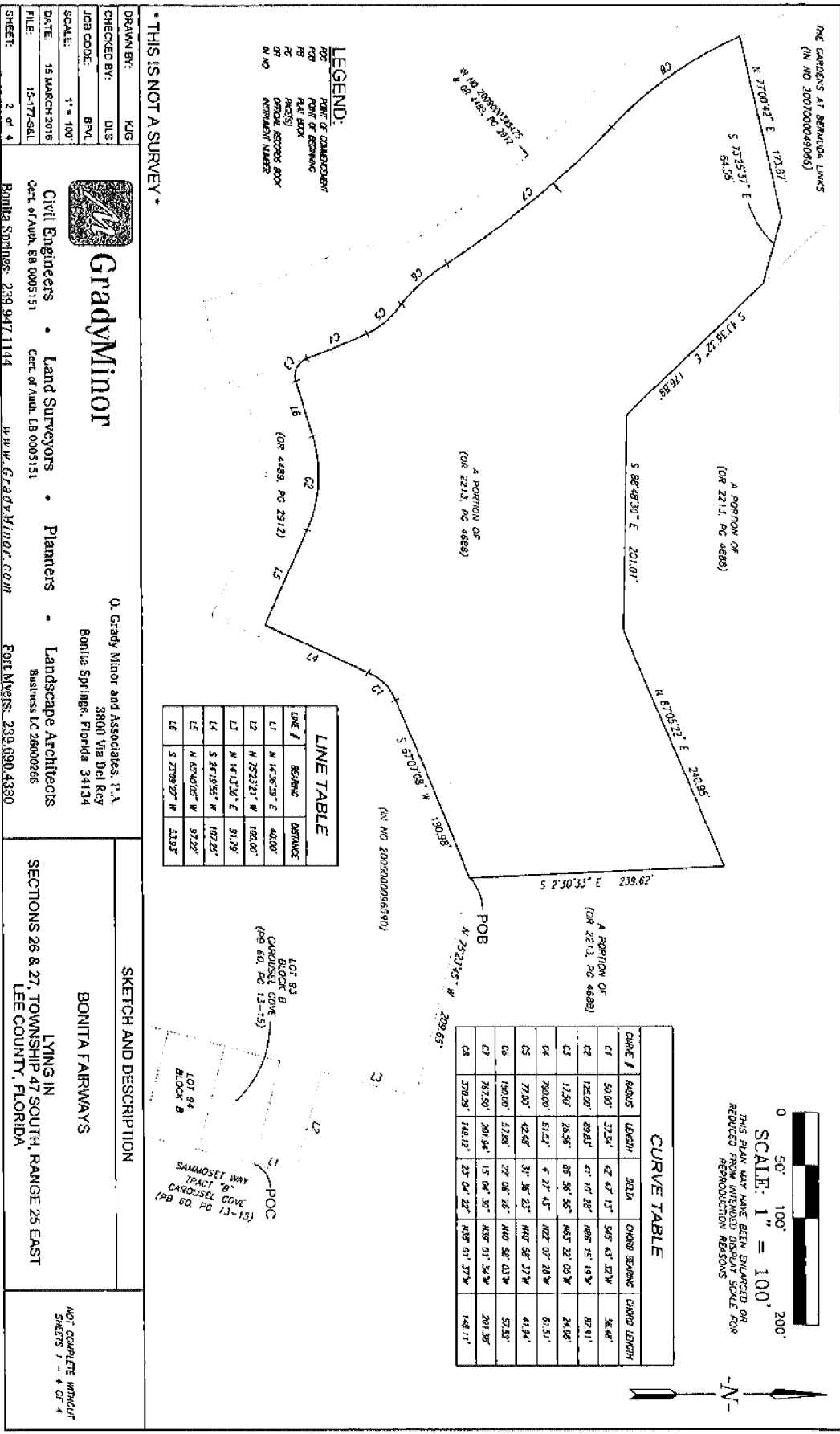
TOGETHER WITH

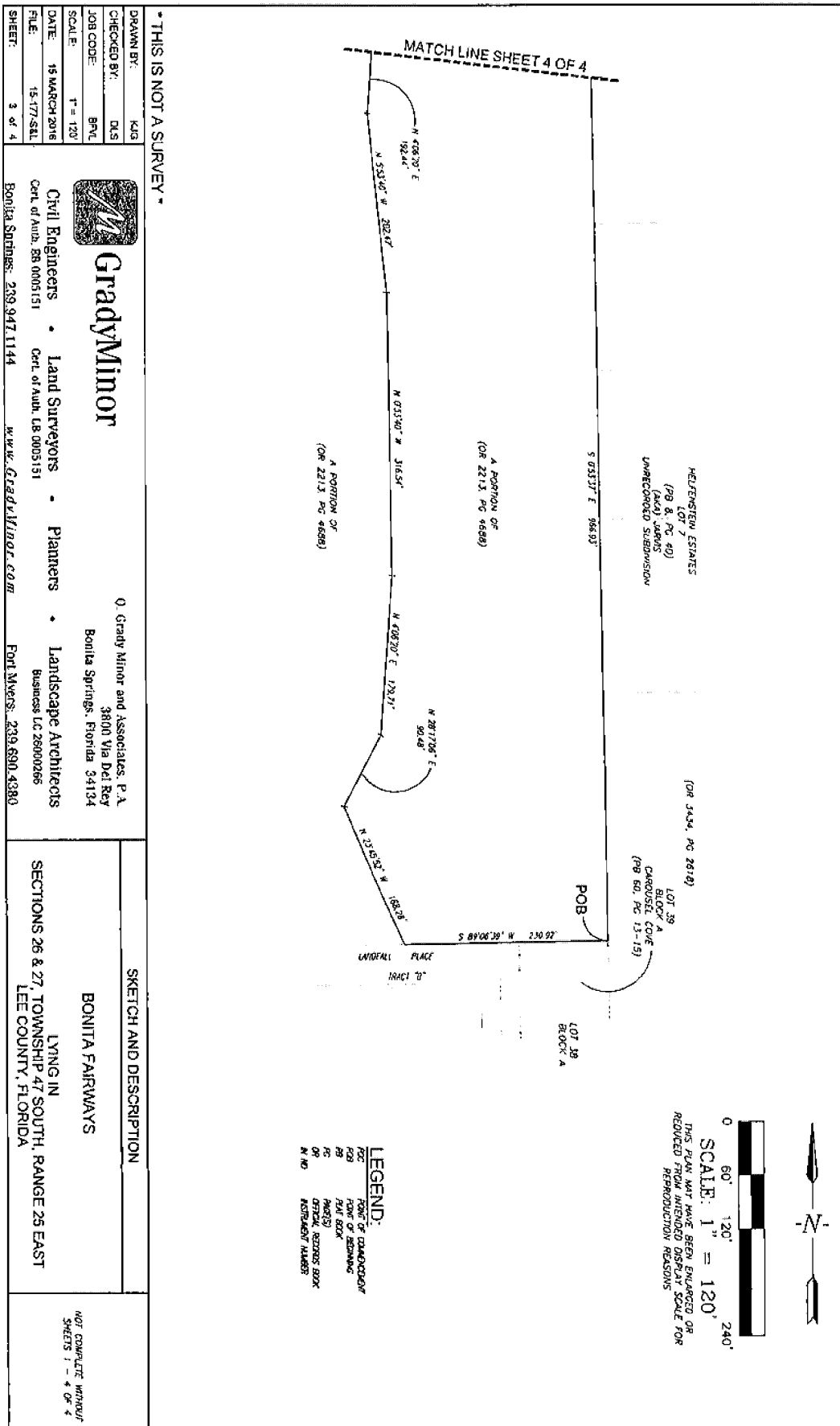
A PARCEL OF LAND LOCATED WITHIN SECTIONS 26 AND 27, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

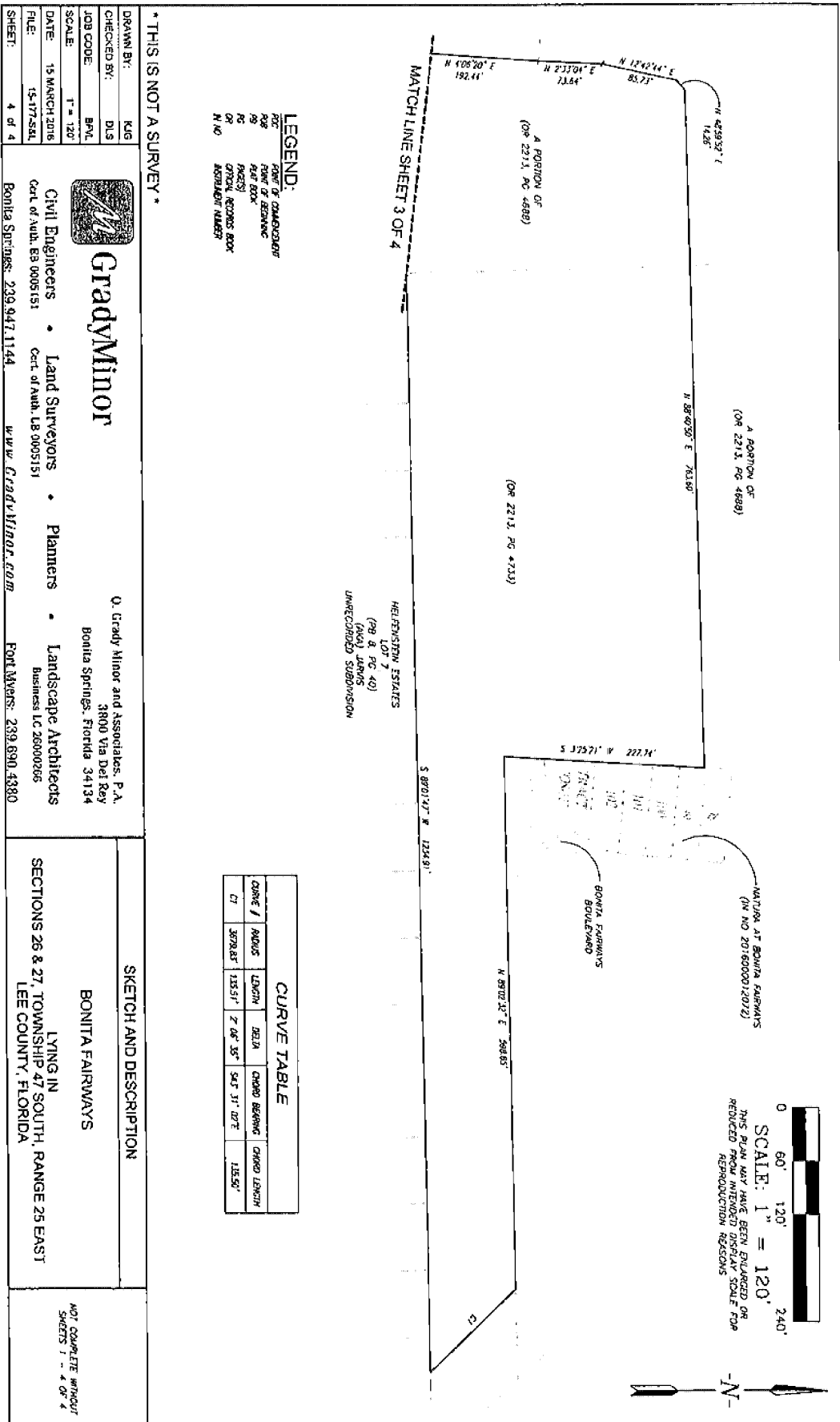
BEGIN AT THE NORTHEAST CORNER OF LOT 39, BLOCK A, CAROUSEL COVE, PLAT BOOK 60, PAGES 13 THROUGH 15, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG THE NORTH LINE OF SAID PLAT, SOUTH 89°06'39" WEST, A DISTANCE OF 230.92 FEET; THENCE NORTH 23°45'52" WEST, A DISTANCE OF 168.28 FEET; THENCE NORTH 28°17'06" EAST, A DISTANCE OF 90.48 FEET; THENCE NORTH 04°06'20" EAST, A DISTANCE OF 179.71 FEET; THENCE NORTH 00°53'40" WEST, A DISTANCE OF 316.54 FEET; THENCE NORTH 05°53'40" WEST, A DISTANCE OF 202.47 FEET; THENCE NORTH 04°06'20" EAST, A DISTANCE OF 192.44 FEET; THENCE NORTH 02°33'04" EAST, A DISTANCE OF 73.64 FEET; THENCE NORTH 12°42'44" EAST, A DISTANCE OF 85.73 FEET; THENCE NORTH 48°59'52" EAST, A DISTANCE OF 14.26 FEET; THENCE NORTH 88°40'50" EAST, A DISTANCE OF 763.60 FEET TO A POINT ON THE BOUNDARY OF NATURA AT BONITA FAIRWAYS, RECORDED IN INSTRUMENT NUMBER 2016000012072, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY, SOUTH 03°25'21" WEST, A DISTANCE OF 227.74 FEET; THENCE NORTH 89°02'32" EAST, A DISTANCE OF 598.65 FEET TO A POINT ON A NON TANGENTIAL CURVE TO THE RIGHT; THENCE SOUTHEASTERLY 135.51 FEET ALONG THE ARC OF SAID CURVE, HAVING A RADIUS OF 3,679.83 FEET, A CENTRAL ANGLE OF 02°06'35", (CHORD BEARING SOUTH 43°31'02" EAST, A DISTANCE OF 135.50 FEET) TO A POINT ON THE BOUNDARY OF LOT 7, HELFENSTEIN ESTATES, PLAT BOOK 8, PAGE 40, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID BOUNDARY, SOUTH 89°01'47" WEST, A DISTANCE OF 1,234.91 FEET; THENCE CONTINUE ALONG SAID BOUNDARY AND THE EXTENSION THEREOF, SOUTH 00°53'37" EAST, A DISTANCE OF 966.93 FEET TO THE POINT OF BEGINNING.

CONTAINING 12.84 ACRES, MORE OR LESS.









**EXHIBIT "C"**

Prepared by and return to:  
Charles Mann  
PAVESE LAW FIRM  
1833 Hendry Street  
Fort Myers, FL 33901  
239-334-2195

\_\_\_\_\_[Space Above This Line For Recording Data]\_\_\_\_\_

**Special Warranty Deed**

This Special Warranty Deed made this 15<sup>th</sup> day of May, 2017 between Alagold Communities, Ltd., L.L.P., a Florida limited liability partnership whose mailing address is 9751 West Terry Street, Bonita Springs, FL 34135, grantor, and Bonita Fairways Community Association, Inc., a Florida not for profit corporation whose mailing address is 8910 Terrene Court, #200, Bonita Springs, FL 34135, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

Tract A, Carousel Cove, according to the Plat thereof, recorded in Plat Book 60, Page 13, Public Records of Lee County, Florida.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

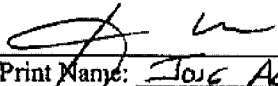
To Have and to Hold, the same in fee simple forever.

And the grantor retains a perpetual, non-exclusive access easement for golf course-related maintenance and an ingress and egress easement for vehicular and pedestrian traffic over the Entrance Parcel for the benefit of grantor, its successors in interest, its employees, invitees, customers and guests provided that the easement rights reserved to grantor in the Declaration or by the grantee in this Special Warranty Deed shall be subject to the right of the grantee to operate the entrance gate in the grantee's reasonable discretion. Grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantors, but against none other.

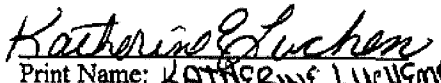
In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

*[Remainder of page intentionally left blank]*

Signed, sealed and delivered in our presence:

  
Print Name: JOSÉ ACEBO  
Print Name: Elisa Rosado

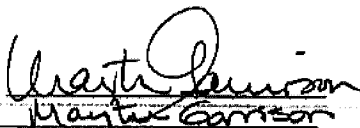
Alagold Communities, Ltd., L.L.P.  
a Florida limited liability partnership

  
Print Name: KATHERINE LUCHERE  
Title: PRESIDENT State

of Florida  
County of Lee

The foregoing instrument was acknowledged before me this 1<sup>st</sup> day of May, 2017  
by Katherine E. Luchere as Presd. of Alagold Communities, Ltd., L.L.P.,  
a Florida limited liability partnership, on behalf of the partnership. He/she ☐ is personally known to  
me or ☒ has produced a driver's license as identification.

[Notary Seal]

Notary Public: 

Printed Name: Maytee Garrison

My Commission Expires: 9/14/20



**EXHIBIT "D"**

**AMENDMENT TO AGREEMENT FOR SHARED OPERATION AND MAINTENANCE OF  
SURFACE WATER MANAGEMENT SYSTEM AND LANDSCAPING SERVING BONITA  
FAIRWAYS**

**[Please see attached.]**

Prepared by and returned to:

Becker & Potliakoff, P.A.  
Sarah E. Spector, Esquire  
12140 Carissa Commerce Court, Suite 200  
Fort Myers, FL 33966

**AMENDMENT TO AGREEMENT FOR  
SHARED OPERATION AND MAINTENANCE OF SURFACE WATER  
MANAGEMENT SYSTEM AND LANDSCAPING SERVING BONITA FAIRWAYS**

This Amendment to the Agreement for Shared Operation and Maintenance of Surface Water Management System and Landscaping Serving Bonita Fairways is made this \_\_\_ day of \_\_\_\_\_ 20\_\_ by Alagold Communities, Ltd., L.L.P. ("Alagold") and Bonita Fairways Community Association, Inc. (the "Community Association").

**WITNESSETH:**

WHEREAS, Alagold and the Community Association (collectively referred to hereinafter as the "Parties") previously executed the Agreement for Shared Operation and Maintenance of Surface Water Management System and Landscaping Serving Bonita Fairways (the "Agreement"), which has been recorded as Instrument Number 2013000228886 of the Public Records of Lee County, Florida; and

WHEREAS, Paragraph 19 of the Agreement provides that the Agreement may be amended with the express written consent and agreement of both Parties; and

WHEREAS, the Parties are desirous of amending Paragraph 10 of the Agreement to clarify the maintenance responsibility for the West Terry Street Landscaping and to authorize, though not require, the Community Association to operate and maintain the existing lake fountain and to aerate the lakes on the golf course property.

NOW THEREFORE, Alagold and the Community Association, by and through its Board of Directors, declare that the Agreement is amended as follows:

1. The recitals are acknowledged as true and correct and are incorporated herein as covenants and agreements and are made a part hereof.

2. Paragraph 8 of the Agreement is amended and follows, with additions being underlined and deletions being struck through:

**Notices.** Any notice, election, consent, or other communication required or permitted to be given to a party pursuant to this Agreement will be in writing and will be determined to have been duly given when delivered personally, by overnight delivery, or by United States Certified Mail or Registered Mail, return receipt requested, postage prepaid, to the addresses listed as follows or to such other address as either Party shall have designated by notice pursuant to this Paragraph to the other:

Alagold Communities Ltd., L.L.P.  
26740 Sammoset Way  
Bonita Springs, FL 34135

With a copy to:  
~~Neyes Berkert, Esq.~~  
~~The Hagen Law Firm~~  
~~6249 Presidential Ct., Suite F~~  
~~Fort Myers, FL 33919~~

Pavese Law Firm  
c/o Charles Mann, Esq.  
1833 Hendry Street  
Fort Myers, FL 33901  
charlesmann@pavesejlaw.com

Bonita Fairways Community Association, Inc.  
~~26771 Bonita Fairways Dr.~~  
c/o Gulf Breeze Management Services, Inc.  
8910 Terrene Court #200  
Bonita Springs, FL 34135

With a copy to:  
~~Conroy, Conroy, Durant & Rudnick, P.A.~~  
~~Attn: Kristin M. Conroy~~  
~~2210 Vanderbilt Beach Road, Suite 1201~~  
~~Naples, Florida 34109~~

Becker & Pollakoff, PA  
c/o J. Kevin Miller, Esq.  
12140 Carissa Commerce Court, Suite 200  
Fort Myers, FL 33966  
kmiller@bplegal.com

3. Paragraph 10 of the Agreement is amended and follows, with additions being underlined and deletions being struck through:



**West Terry Street Landscaping Entrance Fountain Maintenance and Lake Aeration.** The berm and landscaping buffer located along West Terry Street is owned by Alagold, however, is maintained by the Association. Association agrees to continue to maintain the landscaping buffer from the top of the berm south to the property line for the Terry Street right-of-way. ~~Alagold hereby grants the Association and its contractors, subcontractors or agents, license to enter upon Alagold's property for the purpose of continuing maintenance of the berm and landscaping described above until such time as the Association is no longer charged with maintaining the landscaping and berm. Alagold agrees to pay Association \$600.00 per month for costs associated with maintenance of the berm and landscaping. Alagold's monthly payment shall increase to account for a rise in costs for services, goods or inflation in accordance with the CPI as defined and calculated above, however, in no instance shall said payment increase by more three percent (3%) annually.~~

**The Association shall be authorized but not obligated, at its sole cost and expense, to maintain, repair, replace and operate the fountain in the lake owned by Alagold and located north of the entrance to the Bonita Fairways community and south of the Association clubhouse (the "Entrance Fountain"). The Association shall also be authorized but not obligated, at its sole cost and expense, to purchase, install and continuously maintain, repair, replace and operate equipment needed to aerate the lakes located on the golf course property, as described in Exhibit "B" attached hereto and incorporated herein by reference (the "Golf Course Property").**

**Alagold hereby grants the Association and its successors, assigns, agents, representatives, employees, contractors, officers, directors, managers, managing members, guests, and invitees, a perpetual, non-exclusive access easement over, across, through, under, and on the Golf Course Property for the purpose of performing the rights and responsibilities set forth in this Paragraph.**

**The rights and responsibilities of the Association set forth in this Paragraph, together with the attendant easement rights granted, shall continue for a period of twenty five (25) years, after which the rights and responsibilities will be automatically extended for successive periods of ten (10) years. Notwithstanding the foregoing, the Association and Alagold may terminate any of the rights and responsibilities of the Association set forth in this Paragraph at any time by recording an instrument recognizing the termination, executed by both Parties, in the Public Records of Lee County, Florida.**

4. Except as amended hereby, the terms of the Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment the day and year first above written.

**WITNESSES (TWO)**

**ALAGOLD COMMUNITIES, LTD., L.L.P.,  
a Florida limited liability partnership**

By: Alagold Corporation, a Florida  
corporation and its general partner

*Erin Garcia*  
Print Name: Erin Garcia  
*Walter Garrison*  
Print Name: Walter Garrison

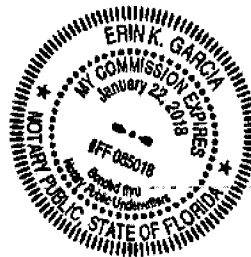
*Katherine E. Luchene*  
By: Katherine E. Luchene, President

(CORPORATE SEAL)

STATE OF FL  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 17<sup>th</sup> day of MAY, 2017  
by Katherine E. Luchene, as President of Alagold Corporation, a Florida corporation, as General  
Partner of Alagold Communities, Ltd., L.L.P., a Florida limited liability partnership, who is  
personally known to me or who has produced FL DL  
as identification and who did (did not) take an oath.

(SEAL)



*Erin K. Garcia*  
Notary Public

Erin K. Garcia  
(Name typed, printed or stamped)

WITNESSES (TWO)

BONITA FAIRWAYS COMMUNITY  
ASSOCIATION, INC., a Florida not-for-  
profit corporation

Carolyn Quinones  
Print Name: Carolyn Quinones

By: Donald Griffin  
Donald Griffin, President

Jeanie Balancia  
Print Name: Jeanie Balancia

(CORPORATE SEAL)

STATE OF FL  
COUNTY OF LEE

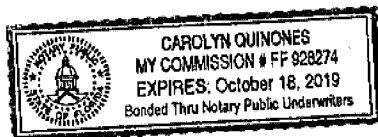
The foregoing instrument was acknowledged before me this 25 day of May, 2017  
by Donald Griffin, as President of Bonita Fairways Community Association, Inc., a Florida not-  
for-profit corporation, on behalf of the corporation, who is personally known to me or who has  
produced drivers license as identification and who did (did  
not) take an oath.

Carolyn Quinones  
Notary Public

(SEAL)

Carolyn Quinones  
(Name typed, printed or stamped)

ACTIVE: 7260609\_2

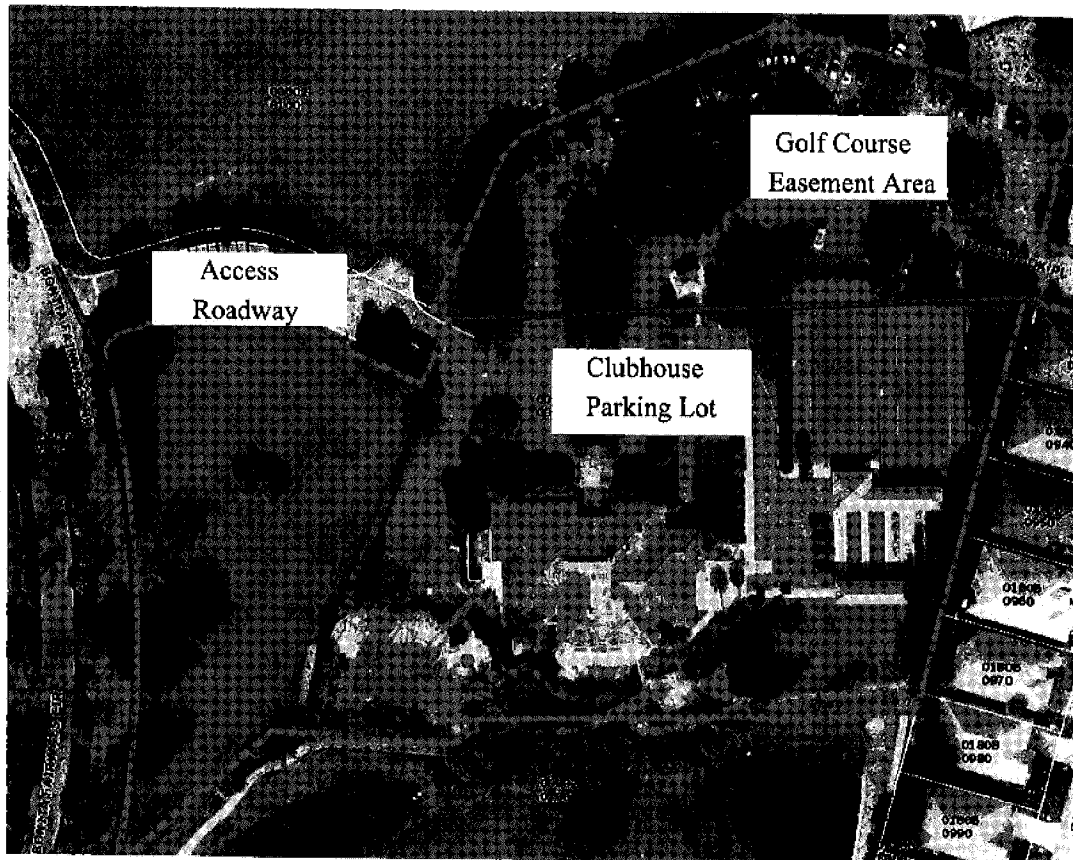


**EXHIBIT "E"**

**SKETCH OF CLUBHOUSE PARKING LOT, GOLF COURSE EASEMENT AREA AND  
ACCESS ROADWAY**

[Please see attached.]

EXHIBIT "E"  
SKETCH OF CLUBHOUSE PARKING LOT, GOLF COURSE  
EASEMENT AREA AND ACCESS ROADWAY



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**EXHIBIT "F"**

**SKETCH OF ALAGOLD GOLF COURSE ACCESS ROAD**

[Please see attached.]

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ACTIVE: 7952856\_8

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EXHIBIT "F"  
SKETCH OF ALAGOLD GOLF COURSE ACCESS ROAD

