

**IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA**

**In Re: LEE COUNTY, FLORIDA
and CORKSCREW GROVE LIMITED
PARTNERSHIP,
a limited liability company,**

Case No.:

Joint Petitioners

_____ /

JOINT PETITION TO APPROVE SETTLEMENT AGREEMENT

This is an action seeking judicial approval of a Settlement Agreement (“Agreement”) entered into by the Joint Petitioners pursuant to the “Bert J. Harris Private Property Rights Protection Act,” Section 70.001, Florida Statutes (hereinafter the “Bert Harris Act” or “Act”).

1. Petitioner, CORKSCREW GROVE LIMITED PARTNERSHIP, is a Delaware limited partnership, (“CGLP”), authorized under the laws of Florida to own, use, improve, hold and sell real property. CGLP also has the statutory authority to sue, be sued and defend in its name. Section 607.0302, Fla. Stat. (2020).

2. Petitioner, Lee County, is a political subdivision of the State of Florida authorized by Article VII, Section 1, Florida Constitution (1968); as defined and empowered by Chapters 7, 125 and 127, Florida Statutes. Lee County has the statutory authority to sue and be sued pursuant to Section 125.15, Florida Statutes.

3. The Subject Property of the Settlement Agreement is owned by CGLP or CGLP is the authorized representative thereof. The property consists of approximately 6,676 acres, generally located in Southeast Lee County, on Corkscrew Road and State Road 82.

4. This Court has jurisdiction pursuant to Section 26.012, Florida Statutes; Article V Florida Constitution (1968); and more specifically, Section 70.001(4)(d)(2), Florida Statutes (2020). Section 70.001(4)(d)(2) thereof requires, under certain circumstances, a government entity

and property owner to jointly file an action in the circuit court where the real property at issue is located for the purposes of providing judicial review and approval of a settlement agreement.

Background

5. Petitioners herein are parties in the case styled *Corkscrew Grove Limited Partnership v. Lee County, Florida*, Case No.: 2019-CA-008183 in the Twentieth Judicial Circuit in and for Lee County, Florida. The claims asserted by CGLP in its operative Complaint in this action are for declaratory relief. Additionally, CGLP has made a claim under the Bert Harris Act Fla. Stat. §70.001 for an inordinate burden to real property.

6. The allegations in CGLP's Complaint and in its Bert Harris Act claim relate to the denial by Lee County of CGLP's request to re-zone a portion of the Subject Property to IPD, for mining purposes. In order to facilitate a complete resolution of this matter, pursuant to Section 70.001(4), Florida Statutes (2021), Petitioners entered into a Stipulation of Settlement ("Stipulation") dated April 17, 2022, which set forth the general parameters for the Settlement Agreement and the procedures that would be followed for its consideration and adoption. The Stipulation required CGLP to propose a development agreement for the Subject Property that would be subject to review by Lee County staff, the Lee County Hearing Examiner ("HEX"), and the Board of County Commissioners ("BOCC"). Notably, the Stipulation also required the Settlement Agreement be reviewed at three (3) separate public hearings, one before the HEX and two before the BOCC, at which the Settlement Agreement would be subject to review and comment by the public. Said Settlement Agreement is intended to resolve all claims set forth in the above-referenced court action and in GCLP's Bert Harris claim.

7. The Settlement Agreement was formally accepted and approved by the BOCC at a public hearing on April 17, 2022. The fully-executed Settlement Agreement and its incorporated exhibits are attached hereto as Exhibit “1.”

8. A settlement agreement under the Bert Harris Act is specifically authorized to “have the effect of a modification, variance, or a special exception to the application of a rule, regulation, or ordinance as it would otherwise apply to the subject real property . . .” *See* Fla. Stat. §70.001(4)(d)(1)(2020). Thus, when a governmental agency resolves a Bert Harris Act claim, it may excuse formal compliance with its rules, regulations and ordinances in order to reach a fair resolution of the claim.

9. Additionally, when a settlement agreement reached pursuant to the Act has “the effect of contravening the application of a statute as it would otherwise apply to the subject real property, the government entity and the property owner shall jointly file an action in the circuit court where the property is located for approval of the settlement agreement by the court . . .” *See* Fla. Stat. §70.001(4)(d)(2)(2020). (Emphasis supplied).

10. The scope of the judicial effort required herein is set forth in Bert Harris Act. The Court’s review has two components to ensure that the relief afforded in the settlement agreement, that it:

- a. protects the public interest served by the statute at issue; and is
- b. the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property.

See Fla. Stat. §70.001(4)(d)(2)(2020).

Relief Afforded by the Settlement Agreement

11. The specific relief in the form of development rights granted to the Subject Property is provided in the Settlement Agreement and includes:

- a maximum of 1.5 dwelling units per gross acre;
- a maximum of 700,000 square feet of commercial, as more fully set out in the Settlement Agreement;
- Proportionate share credits to GCLP in the amount of \$2,400,000.00; and
- Commitments by the County and CGLP (or subsequent developer) regarding improvements to water, sewer, and transportation infrastructure.

See Settlement Agreement attached hereto as Exhibit “1” at p. 5 (hereinafter “land development Approvals”).

12. Pursuant to Section 70.001(4)(d)2, the Settlement Agreement herein may modify or contravene the following laws: Sections 125.66, 163.3184, and 163.3194(1)(a), Fla. Stat. (2020) as the Settlement Agreement herein authorizes development that was not approved through the rezoning process required under Section 125.66, Fla. Stat. (2020) and would require adoption of Comprehensive Plan Amendments in accordance with Sections 163.3184 and 163.3194(1)(a), Fla. Stat. (2020).

13. Pursuant to Section 70.001(4)(d)2, Fla. Stat., the sole purpose of this Petition is for the Court to review the Settlement Agreement, and the process used by the County for approval of the Settlement Agreement, and to ensure that the public interests served by the Statutes identified in paragraph 12 above have been protected and is the appropriate relief necessary to prevent the government regulatory effort from inordinately burdening the Subject Property herein.

Protection of the Public Interest served by the Statutes at Issue

14. As reflected in the attached Agreement, the land development approvals contained therein are substantively consistent with (a) the Lee Plan and Land Development Code, and (b) the intent of Part II, Chapter 163, Fla. Stat.; as well as Section 125.66, Fla. Stat. As found by the HEX and accepted by the BOCC, the public hearings at which the Settlement Agreement was discussed specifically protected the public interest of these statutes of ensuring full public participation in the development approvals granted by the County to CGLP though the Settlement Agreement.

15. The Petitioners were responsive to public input received at the public hearings and and at the May 31, 2022 Community Meeting, and the final executed version of the Settlement Agreement attached hereto as Exhibit “1” addresses several concerns voiced by the public.

Appropriate Relief to Prevent the Inordinate Burden

16. The second component of judicial review of the Settlement Agreement is to assure that the relief granted is the “appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property.” Fla. Stat. §70.001(4)(d)(2)(2020).

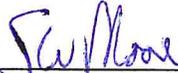
17. As reflected in the attached Settlement Agreement, the land development approvals contained therein are considered by both CGLP and Lee County to be the appropriate relief necessary to relieve the Subject Property of the inordinate burden resulting from the restrictions and limitations arising from the County’s denial of the Plaintiff’s IPD rezoning request in the following respects: The Settlement Agreement provides an appropriate use of the Subject Property; the Agreement is consistent with the basic intent of the Environmental Enhancement and Preservation Communities Overlay “(EEPCO)” that has been established in the Lee Plan; and the Agreement is consistent with the basic uses, conditions, and development regulations that the County has adopted for other communities in the EEPCO Overlay area.

Entitlement to Approval

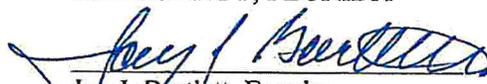
18. Joint Petitioners, Lee County and CGLP assert that the Settlement Agreement at issue in this case satisfies the requirements of Section 70.001(4)(d)(2)(2020), Florida Statutes, in that it protects the public interest served by the statutes that would otherwise apply to the real property and is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the real property.

WHEREFORE, the Joint Petitioners respectfully request that this Court, after being fully advised in the premises, enter an Order pursuant to Section 70.001, Florida Statutes, approving the Settlement Agreement.

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PARTNERSHIP


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EXHIBIT 1

IN THE CIRCUIT COURT OF THE 20TH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA
CIVIL ACTION

CORKSCREW GROVE LIMITED PARTNERSHIP,
a Delaware limited partnership,

Plaintiff,

CASE NO.: 19-CA-008183

v.

LEE COUNTY, FLORIDA, a political
subdivision of the State of Florida,

Defendant.

STIPULATED SETTLEMENT AGREEMENT

Plaintiff, CORKSCREW GROVE LIMITED PARTNERSHIP, ("CGLP"), and Defendant, LEE COUNTY, FLORIDA, ("COUNTY") singularly and collectively, "Litigation Parties", in the above-styled case; and CAM7-SUB, LLC ("CAM"), "Contract Purchaser" and intended "Developer," enter into this Stipulated Settlement Agreement ("Stipulation"), jointly as "Stipulation Parties." The "effective date" of this Stipulation shall be as of the last date a Stipulation Party hereto has signed this Stipulation. Stipulation Parties state as follows:

I. RECITALS

WHEREAS, CGLP desired to develop the property described in Exhibit A attached hereto ("Limerock Property") as a limerock mine, CGLP purchased the Limerock Property with a pending application for an Industrial Planned Development (IPD) to permit the use of the property for a mine after conducting due diligence, which included several meetings with COUNTY; and

WHEREAS, CGLP was authorized by a Cooperation Agreement to represent all of the Limerock Property subject to the pending IPD zoning application, litigation and resolution thereof; and

WHEREAS, the Limerock Property includes a portion owned by the "Hunt Group," consisting of Cooperative Three, Inc., Hunt Brothers, Inc., DH Ranch, Inc., Nelson Groves, Inc., Helene C. Hunt, and EH, SR, Inc., (the Hunt Group and CGLP are collectively, the "Property Owners" of the Limerock Property herein); and

WHEREAS, the pending application for a limerock mine was the subject of prior litigation which required the application to be evaluated under the 2007 Comprehensive



Plan and Land Development Code, (Old Corkscrew Plantation, LLC v. Lee County, Case No. 09-CA-002128); and

WHEREAS, the COUNTY's 2007 comprehensive plan expressly provided that mining (natural resource extraction) was a permitted use within the Density Reduction/Groundwater Resource (DR/GR) future land use classification where the Property is located; and

WHEREAS, CGLP and its consultants completed the preparation of the reports and studies necessary to obtain a staff determination of sufficiency in case DCI2011-00007 as well as a staff recommendation of approval subject to conditions; and

WHEREAS, on March 3, 2010, the COUNTY amended its comprehensive plan through the adoption of Ordinance 10-19, Ordinance 10-20, and Ordinance 10-21. Under the COUNTY's plan amendments, as subsequently modified by Ordinance 10-43, the COUNTY required additional development permits and comprehensive plan amendments to allow limerock mining in certain areas within the DR/GR, however said ordinances did not apply to the property in question; and

WHEREAS, CGLP's application for re-zoning to IPD was denied by the COUNTY at a hearing on November 6, 2019 by a vote of the Board of County Commissioners which is reflected in Resolution No. Z-18-008 which was rendered when it was filed with the Clerk of Court on November 8, 2019; and

WHEREAS, CGLP timely filed a challenge to the denial of the zoning application as inconsistent with the Comprehensive Plan in effect in 2007 as Lee County Circuit Court Case No.: 19-CA-008183 and the complaint included a request for declaratory and injunctive relief ("the Circuit Court Action"); and

WHEREAS, a Final Judgment for Plaintiff Corkscrew Grove Limited Partnership was rendered on August 31, 2021 in the Circuit Court Action, based on the August 5, 2021 Order granting Plaintiff's Second Amended Motion for Summary Judgement as to Count I of the Second Amended Complaint for Declaratory Relief; and

WHEREAS, the COUNTY appealed that Order and Final Judgment to the 2nd DCA where the matter, Case No.: 2D21-2821 is still pending ("the Appellate Court Action"); and

WHEREAS, CGLP pursuant to Section 70.001, Fla. Stat., the "Bert Harris Act," timely presented its claim and that of other burdened Property Owners (collectively "claimants"), to the COUNTY for compensation in the amount of (\$63,000,000.00), as of the date of the appraisal, resulting from the COUNTY's denial of CGLP's application for re-zoning to an IPD to permit mining excavation (the "Bert Harris Claim"); and

WHEREAS, the COUNTY acknowledged the receipt of the Claim for Damages pursuant to Florida Statutes Section 70.001, F.S. in a letter dated December 4, 2020,

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wherein the County submitted that the correspondence was the “written settlement offer and written statement of allowable uses contemplated by the Act”; and

WHEREAS, CGLP on behalf of all of the claimants did not accept the COUNTY offer of ten thousand dollars (\$10,000.00); and

WHEREAS, the Parties are desirous of resolving the circuit Action, the Appellate Court Action and the Bert Harris Claim pursuant to Section 70.001, F.S. whereby CGLP receives alternative development rights for the Property as a Mixed Use Planned Development (the “Kingston Project”) and relinquishes its mining rights on the Property to the County; and

WHEREAS, pursuant to Section 70.001(4)(c), the property owner has the ability to accept a settlement offer before filing an action under the Bert Harris Act, and COUNTY can implement the settlement offer by appropriate development agreement; and

WHEREAS, the County owns property that is adjacent to the proposed Kingston Project as shown on the attached Exhibit B (hereinafter “County Property”); and

WHEREAS, as an aid to resolution of the dispute between the Litigation Parties, CAM and the County will identify and agree through the Development Agreement process to swap similar property located within the Project boundaries for the County Property; and

WHEREAS, to facilitate the necessary infrastructure for the Kingston Project contemplated by this Settlement Agreement and for future County infrastructure needs, there is a public interest in swapping the County Property with CAM; and

WHEREAS, the COUNTY, CGLP, and CAM agree that all rights and obligations provided for in the Development Agreement (as defined below) will run with the land; and

WHEREAS, CAM has a fully executed contract to purchase the Limerock Property and additional property south of the Limerock Property described in Exhibit C (together hereinafter the “Property”); and

WHEREAS, CAM, by virtue of this Stipulation and the contract to purchase, is authorized to communicate with the COUNTY regarding the alternative development program; and

WHEREAS, CAM upon completed acquisition of the Limerock Property will assume all of the rights and obligations under the Development Agreement to build the “Kingston Project” and become the “Developer” thereof; and

WHEREAS, the Litigation Parties in good faith believe this Stipulation meets the requirements of Florida Statutes §70.001(4)(d);



NOW, THEREFORE, in consideration of their mutual promises below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Stipulation Parties hereby stipulate, promise, and agree as follows:

II. COVENANTS, WARRANTIES, AND REPRESENTATIONS

1. The above Recitals are true and correct and are incorporated by reference.
2. The Litigation Parties agree to resolve the Circuit court Action, the Appellate Court Action and the Bert Harris Claim through the adoption of a Development Agreement pursuant to Stipulation of Settlement under Section 70.001, Florida Statutes ("Development Agreement"), which Development Agreement will provide the Property Owners, and any successor in interest including, but not limited to CAM, with specific development rights for the Property in lieu of limerock mining. CGLP, on behalf of all of the Property Owners herein, agrees to pursue the stipulation and the specific development rights to resolve the Bert Harris Claim for damages for the County's denial of mining activity and, upon securing the entitlements set out in the Development Agreement, will relinquish its mining rights on all the Property as described in Exhibit C to the County.
3. Within ten (10) days of the full execution of this Stipulation, CGLP and the County shall submit a joint motion to the Appellate Court, advising the Court of the progress recited in this Stipulation and moving for an extension of the Appellate Court Action abatement for an additional ninety (90) days. Thereafter, irrespective of whether the 2nd DCA requires briefing or argument, the County and CGLP shall jointly request all available extensions and enlargements of time in the Appellate Court Action so as to allow the Parties hereto to effectuate the intent of the procedure described in II. 4, below.

If the 2nd DCA resolves the Appellate Court Action in favor of either party prior to the conclusion of the procedure described in II. 4, below, CGLP shall not "re-submit its current rezoning application to Lee County" as per the Circuit Court Action Order Granting CGLP's Second Amended Motion for Summary Judgment as to Count I of the Second Amended Complaint for Declaratory Relief, until and unless the Circuit Court fails to approve this Stipulation or the County does not ultimately approve the Development Agreement. Rather, if the 2nd DCA resolves the Appellate Court Action, both CGLP and the County shall continue to use their best efforts to resolve this matter using the procedure described in II. 4, below in order to reach the intended result of this Stipulation.

4. The following process will be utilized to: (i) prepare and review the Development Agreement; (ii) fully evaluate whether this Stipulation and the Development Agreement, taken in the aggregate, meet the requirements of Section 70.001(4)(d), Florida Statutes; and (iii) provide a full and fair opportunity for meaningful public input on the Stipulation and the Development Agreement.



- a. Within sixty (60) days of the full execution of this Stipulation, CAM, on behalf of the Property Owners will submit to the County a proposed Development Agreement and any supporting material that is necessary to allow the County to adequately review the Development Agreement. The proposed Development Agreement will:
- i. establish development parameters for the Property not exceeding 1.5 dwelling units per gross acre; 700,000 square feet of commercial (limited to a maximum of 150,000 square feet directly fronting and/or abutting Corkscrew Road, 50,000 square feet directly fronting, abutting, or with direct access to the spine road between Corkscrew Road and existing "FPL" high tension wires, and 500,000 square feet directly fronting, or abutting State Road 82 or with direct access to the spine road between the "FPL" high tension wires and State Road 82 as shall be depicted on the MCP); and provide for public infrastructure, wireless communication facilities, essential services, public and/or private schools without limitation of square footage, and such other principal, essential and accessory uses typical of similarly sized mixed use developments within Lee County;
 - ii. provide for a minimum of 61% Open Space, which includes approximately 3,274 acres of onsite restoration consisting of wetland conservation easements, and flowway easements;
 - iii. identify mutually agreed upon land of similar size and quality, with frontage on SR 82, and within the Property boundaries, to swap for adjacent County Property to facilitate the construction of infrastructure needed for the Project and for the County's future regional infrastructure needs, such land swap will be contingent upon and subject to CAM purchasing the Property;
 - iv. provide a conveyance of the mining rights for all property subject to the Development Agreement in exchange for proportionate share credits to CGLP in the amount of \$2,400,000.00;
 - v. as a condition of development approval, the Developer will be responsible for needed utility infrastructure improvements to serve the Development. The County intends to build a new wastewater facility on Alico Road ("Alico Wastewater Facilities") and has existing County water treatment infrastructure that will accommodate the Kingston project. Once the Alico Wastewater Facilities are completed, the Development will connect to those facilities. The Developer and the County will decide the appropriate route for improvements to connect the Kingston Project to the Alico Wastewater Facilities. During the design or construction of infrastructure, the County and Developer may agree to upsize.



extend, enlarge or improve any sewer or water infrastructure desired by the County to meet future county non-Project demands, which the County will reimburse Developer for all incremental costs, design, permitting, construction, and financing, bond issuance, and overhead, attributable to the requested work with such reimbursement to be due upon inspection and acceptance of the requested improvements by the County; and

- vi. as a condition of Development Agreement approval, the Developer will be required to mitigate its traffic impacts to Corkscrew Road, if deemed necessary, by paying an agreed upon proportionate share of needed Corkscrew Road roadway improvements not to exceed \$2,000.00 per residential unit due at issuance of building permits, payment of road impact fees due at issuance of building permits, and construction of an internal Spine Road connecting State Road 82 to Corkscrew Road to ensure sufficient traffic distribution to the North. Once built the spine road will be dedicated to the County with responsibility for maintenance. The Developer will be entitled to receive impact fee credits for the design, permitting, and/or construction costs associated with any right of way improvements made to the Spine Road at the request of the County that are not necessary to meet the Development's infrastructure needs, or any right of way dedication or conveyance to the County.

- b. The Litigation Parties shall identify those rules, regulations, and ordinances that would be contravened ("Contravened Regulations") by this Stipulation and the Development Agreement as contemplated by Section 70.001(4)(d)1., Florida Statutes; identify those statutes (if any) that would be contravened ("Contravened Statutes") by this Stipulation and the Development Agreement as contemplated by Section 70.001(4)(d)2., Florida Statutes; and propose the conditions and obligations that CGLP and/or CAM (as the contract purchaser) believe will adequately protect the public interest served by the Contravened Regulations and Contravened Statutes.

- c. Within thirty (30) days of submittal of the Development Agreement to the County by CAM on behalf of CGLP, the County will hold an evidentiary hearing before either the Lee County Hearing Examiner or a Special Master selected jointly by the Parties. The decision as to whether the Hearing Examiner or a Special Master will conduct the hearing will be made jointly by the Litigation Parties. The sole and limited purpose of this hearing is to evaluate whether the relief granted to the Property Owners by this Stipulation and the Development Agreement protects the public interest served by the Contravened Regulations. In the conduct of this hearing, the Hearing Examiner or Special Master will take testimony and evidence as provided under Lee County Administrative Code AC-2-6 from CGLP and



Contract Purchaser/Consultant Team, County staff, and the general public. Notice of the date, time, location and subject matter of the hearing will be published in a newspaper of general circulation in the County at least ten (10) calendar days prior to the public hearing. The advertisement and mailing costs will be divided equally between CAM on behalf of CGLP and the County.

- d. Within thirty (30) days of completion of the hearing before the Hearing Examiner or Special Master, the Hearing Examiner or Special Master shall issue a written report and recommendation to the Lee County Board of County Commissioners (BOCC) addressing the issue identified in subsection b. above. In making his/her report and recommendation, the Hearing Examiner or Special Master will find that the Stipulation and Development Agreement either does or does not protect the public interest served by the Contravened Regulations provided, however, that in the event the Hearing Examiner or Special Master finds that the public interest is not protected he/she must recommend additional conditions or requirements in the Development Agreement that, if agreed to by the Litigation Parties, will cause the public interest to be adequately protected.
- e. The BOCC will conduct two public hearings on the Development Agreement ("Initial Hearing" and "Adoption Hearing"). The Initial Hearing will occur within forty-five (45) days of issuance of the Hearing Examiner's or Special Master's written report and recommendation, and the Adoption Hearing will be held within twenty-one (21) days of the Initial Hearing. Notice of intent to enter into the Development Agreement will be published approximately seven (7) days before the Initial Hearing and Adoption Hearing in a newspaper of general circulation in the County. The notice will provide the location of the Property subject to the Development Agreement, the development parameters proposed on the Property, the proposed population densities, and the proposed building intensities and height(s) and shall specify a place where a copy of the proposed Development Agreement can be obtained. A courtesy only notice will be mailed by regular mail to all property owners within 750 feet of the boundaries of the Property. The advertisement and mailing costs will be divided equally between CAM on behalf of CGLP and the County.

After consideration of the Hearing Examiner's or Special Master's report and recommendation, the evidence and testimony adduced at the public hearing before the Hearing Examiner or Special Master, and any additional information provided before the BOCC at the public hearings before the BOCC, the BOCC may approve the Development Agreement (with or without any conditions or requirements recommended by the Hearing Examiner or Special Master) or the BOCC may reject the Development Agreement.



Pursuant to Section 70.001(4)(d)1, F.S., prior to acceptance of the Development Agreement, the BOCC must find that the relief granted by the Development Agreement protects the public interest served by the Contravened Regulations and is the appropriate relief necessary to prevent the County from inordinately burdening the Property. If the BOCC accepts the Development Agreement as proposed by CGLP and CAM, the Development Agreement will be executed by the BOCC and transmitted to CGLP and CAM whereupon CGLP and CAM will execute the Development Agreement and return a signed original to the County Attorney within ten (10) days of receipt from the County. If the BOCC accepts the Development Agreement with any additional conditions or requirements recommended by the Hearing Examiner or Special Master, the BOCC will execute the amended Development Agreement and transmit it to CGLP and CAM for consideration, whereupon CGLP and CAM will have thirty (30) days from receipt to either accept or reject the modified Development Agreement. If CGLP or CAM rejects the modified Development Agreement, this process will terminate and the Litigation Parties will return to litigation. If both CGLP and CAM accept the modified Development Agreement, the Parties will continue with the process set forth below. If the BOCC rejects the Development Agreement, this process will terminate, and the Litigation Parties will re-commence the Litigation in Case No.: 19-CA-008183 and Case No.: 2D21-2821.

- f. In the event the Development Agreement is executed by the Stipulation Parties, the Development Agreement will be considered a part of this Stipulation as if fully set forth herein. Within sixty (60) days of the full execution of the Development Agreement, the Litigation Parties will jointly file an action in Circuit Court for approval at a public hearing held by the Court, pursuant to Section 70.001(4)(d)2., Florida Statutes. At this hearing, the Court will determine whether the relief granted to the Property Owners by the Contravened Statutes protects the public interest served by the Contravened Statutes and whether said relief is the appropriate relief necessary to prevent the governmental regulatory effort from inordinately burdening the Property.

If the Court approves this Stipulation, then, after sixty (60) days of entry of the Court's Order of Approval, the Parties will jointly file a motion to dismiss the Appellate Court Action with prejudice and upon dismissal of the Appellate Court Action, file a joint motion for an order vacating both the August 31, 2021 Final Judgment for Plaintiff Corkscrew Grove Limited Partnership in the Circuit Court Action and the August 5, 2021 Order Granting Plaintiff's Second Amended Motion for Summary judgment as to Count I of Second Amended Complaint for Declaratory Relief in the Circuit Court Action. Within ten (10) days of the Circuit Court entering an order vacating both the August 31, 2021 Final Judgment for Plaintiff Corkscrew Grove Limited Partnership in the Circuit Court Action and the August 5,

2021 Order Granting Plaintiff's Second Amended Motion for Summary judgment as to Count I of Second Amended Complaint for Declaratory Relief in the Circuit Court Action, CGLP shall voluntarily dismiss the Circuit Court Action with prejudice. The Order of Dismissal shall provide that neither Party shall take anything from the other, except as stated in this Stipulation and the Development Agreement. The Order of Dismissal shall further provide that each Party shall bear its own attorneys' fees and costs incurred in respect to the Lawsuit, and that the Court shall retain jurisdiction in order to enforce the terms of this Stipulation and the Development Agreement. If the Circuit Court fails to act favorably on each of the aforementioned motions, at the County's sole option, CGLP and the County shall waive their respective claims for attorney's fees and costs and immediately take all such steps as are necessary to waive such claims for attorneys' fees and costs in the Circuit Court Action. If this Stipulation and the Development Agreement are not approved by the Court, this Stipulation and the Development Agreement will be deemed null and void and of no further force or effect, and the Litigation Parties will resume litigation. If the Court approves this Stipulation and the Development Agreement and such approval is timely appealed or otherwise challenged by a third party, or in the event that any judicial or administrative proceeding shall otherwise prevent or delay the effectiveness of the Court's approval, any time periods and any obligations of the Stipulation Parties specified in this Stipulation or the Development Agreement shall be tolled until final resolution of such appeal, challenge or proceeding in a manner that upholds the Court's approval of this Stipulation and the Development Agreement or the Stipulation Parties reach an alternative resolution that is acceptable to CGLP and CAM in their sole discretion.

In the event that the Court's approval of this Stipulation and the Development Agreement has not been received or such approval is not final following eighteen (18) months after the Effective Date, then any Stipulation Party may nullify this Stipulation and the Development Agreement with written notice to the other party Stipulation Parties, whereupon this Stipulation and the Development Agreement will be deemed null and void and of no further force and effect, and the Litigation Parties will resume litigation.

5. Should any Stipulation Party fail to perform as specified in this Stipulation or the Development Agreement, that Stipulation Party shall be in default of this Stipulation or the Development Agreement, or both.
6. In the event of a default, the Stipulation Party not in default shall give written notice of the default ("Notice of Default") to the other Stipulation Parties by email and first-class U.S. Mail (certified) to the address for each Party set forth herein. If the default is not cured within ninety (90) days of the sending of the Notice of Default, such default shall be a breach of this Stipulation or the Development Agreement,

or both; provided, however, that any breach of a time period for performance specified in this Stipulation will not be subject to the cure period identified in this paragraph but will, instead, be governed by paragraph 8 below. In the event of any breach of this Stipulation or the Development Agreement, the non-breaching Stipulation Parties shall be entitled to enforce this Stipulation or the Development Agreement by filing a motion, having that motion heard by the Court, and having the Court enter a judgment for the relief demanded in the motion, if the non-breaching Stipulation Party proves a breach of this Stipulation or the Development Agreement by another Stipulation Party. The Stipulation Parties to this Stipulation, including non-parties to the underlying litigation, further hereby consent to jurisdiction in the Lee County Circuit Court for the enforcement of the terms of this Settlement Agreement absent further effort, and hereby waive actual service of process by or upon any party.

7. At the County's discretion, in the event development on the Property is not consistent with the Development Agreement, the County may enforce the terms of the Development Agreement through appropriate Code Enforcement proceedings or Supplemental Citation process. Unless otherwise provided for in the Settlement Agreement or Development Agreement, nothing within this Stipulation may be construed as prohibiting the County from enforcing the provisions of the Land Development Code, Lee Plan, or other applicable County Ordinances in accordance with the enforcement procedures found therein.
8. In any litigation relating to, or arising under this Stipulation or the Development Agreement, including any litigation to enforce a Stipulation Party's rights set forth herein, the prevailing Stipulation Party shall be entitled to an award of its reasonable attorneys' fees and costs incurred against the non-prevailing Stipulation Party at all levels of litigation, including the trial and appellate levels.
9. Time is of the essence to this Stipulation and the Development Agreement. All time periods for performance specified in this Stipulation must be strictly observed by the Parties unless waived in writing by both Parties.
10. None of the Stipulation Parties admit any liability hereby.
11. This Stipulation may not be modified, except in a writing signed by all Stipulation Parties. Amendments to the Development Agreement, or any portion thereof, must be approved by the Stipulation Parties in accordance with the terms of the Development Agreement, without further amendment to this Stipulation.
12. The undersigned representative of a Stipulation Party has the authority to sign this Stipulation and bind the Party for whom he or she is signing.
13. Each Stipulation Party has had the opportunity to consult with the counsel of that Party's choice regarding this Stipulation and each of the undersigned has either



consulted with said counsel or has knowingly, voluntarily, and intentionally waived the opportunity to consult with counsel.

14. This Stipulation was negotiated at arm's length and/or mutually drafted; accordingly, the Stipulation shall not be construed against any Party on account of which Party drafted the Stipulation. To the extent a Party were to claim an ambiguity exists in any provision hereof, such ambiguity, if any, shall not be construed against any Party hereto on account of which Party drafted the provision.
15. Wherever the text of this Stipulation may require or so admit, the singular shall include the plural, and vice-versa.
16. Copies of this Stipulation shall be as valid and enforceable as the original.
17. This Stipulation may be executed in counterparts and transmitted by electronic means or facsimile. The fully-executed Stipulation so transmitted shall be deemed an original.
18. If any provision of this Stipulation shall be determined to be invalid by any court, including, but not limited to, the request to vacate the Final Judgment in Case No.: 19-CA-008183, such determination shall not affect the validity of any other provision of this Stipulation.
19. This Stipulation shall be construed in accordance with the laws of the State of Florida.
20. The Court shall retain jurisdiction of this Lawsuit in order to enforce the terms of this Stipulation.
21. If any notice is provided hereunder, such notice, including any Notice of Default, shall be sent to:

If to CGLP:

Corkscrew Grove Limited Partnership
Attention: Mitch Hutchcraft
3602 Colonial Court
Ft. Myers, Florida 33913
Email: mhutchcraft@king-ranch.com

With a copy to:

Jere F. Daniels, Jr., Esquire
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Avenue North, Second Floor
Winter Park, Florida 32789
Email: jdaniels@whww.com



With a copy to:

S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road, Suite 100
Sarasota, Florida 34232
Email: bmoore@mbrfirm.com

If to CAM:

CAM7-SUB, LLC
ATTN: Joseph Cameratta
21101 Design Parc Lane, Suite 103
Estero, FL 33928
Email: jcameratta@cameratta.com

With a copy to:

Pavese Law Firm
ATTN: Charles Mann, Esquire
1833 Hendry Street
Fort Myers, FL 33901
Email: charlesmann@paveselaw.com

As to COUNTY:

Lee County
ATTN: County Manager
2115 Second Street
Fort Myers, FL 33901

With a copy to:

Lee County
ATTN: County Attorney
2115 Second Street
Fort Myers, FL 33901

Jeffrey L. Hinds, Esquire
Jay J. Bartlett, Esquire
BARLETT LOEB HINDS
& THOMPSON, P.A.
100 North Tampa Street, Suite 2050
Tampa, Florida 33602

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties hereto have entered into and executed this Stipulation of Settlement as of the dates set forth below.

CORKSCREW GROVE LIMITED PARTNERSHIP

By: _____
Name (Print): _____
As its (Office Held): _____
Dated: _____

CAM7-SUB, LLC

By:  _____
Name (Print): Joseph Canevara
As its (Office Held): manager
Dated: 3/23/22

LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: _____
Chair of the Board of County Commissioners
Name (Print): _____
Dated: _____

Jere F. Daniels, Jr., Esquire
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Avenue North, Second Floor
Winter Park, Florida 32789
Email: jdaniels@whww.com
Counsel for Plaintiff, CORKSCREW GROVE LIMITED PARTNERSHIP

Dated: _____

S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road, Suite 100
Sarasota, Florida 34232
bmoore@mbrfirm.com
Counsel for Plaintiff, CORKSCREW GROVE LIMITED PARTNERSHIP

Dated: _____

IN WITNESS WHEREOF, and intending to be bound hereby, the Parties hereto have entered into and executed this Stipulation of Settlement as of the dates set forth below.

CORKSCREW GROVE LIMITED PARTNERSHIP

By: 
Name (Print): Mitchel A. Hutchcraft
As its (Office Held): Vice President
Dated: March 22, 2022

CAM7-SUB, LLC

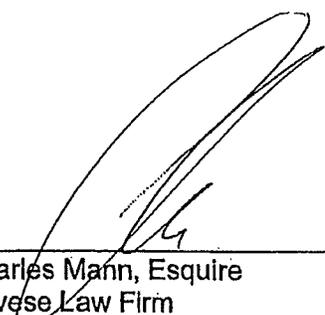
By: _____
Name (Print): _____
As its (Office Held): _____
Dated: _____

LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA

By: 
Chair of the Board of County Commissioners
Name (Print): Commissioner Cecil L. Pendergrass, Chairman
Dated: 4-19-22 Lee County Board of County Commissioners
District 2

Jere F. Daniels, Jr.
Jere F. Daniels, Jr., Esquire
Winderweedle, Haines, Ward & Woodman, P.A.
329 Park Avenue North, Second Floor
Winter Park, Florida 32789
Email: jdaniels@whww.com
Counsel for Plaintiff, CORKSCREW GROVE LIMITED PARTNERSHIP
Dated: 3/23/2022

S. William Moore
S. William Moore, Esquire
Moore Bowman & Reese, P.A.
551 N. Cattlemen Road, Suite 100
Sarasota, Florida 34232
bmoore@mbrfirm.com
Counsel for Plaintiff, CORKSCREW GROVE LIMITED PARTNERSHIP
Dated: March 23, 2020



Charles Mann, Esquire
Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
CharlesMann@paveselaw.com
Counsel for Contract Buyer/Developer, CAM7-SUB, LLC

Dated: 3-24-22

Jeffrey L. Hinds, Esquire
Florida Bar No.: 0008710
Jay J. Bartlett, Esquire
Florida Bar No.: 875163
BARLETT LOEB HINDS & THOMPSON, P.A.
100 North Tampa Street, Suite 2050
Tampa, Florida 33602
Telephone: (813) 223-3888
Fax: (813) 228-6422
Counsel for Defendant, Lee County, Florida

Dated: _____

Charles Mann, Esquire
Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
CharlesMann@paveselaw.com
Counsel for Contract Buyer/Developer, CAM7-SUB, LLC

Dated: _____



Jeffrey L. Hinds, Esquire
Florida Bar No.: 0008710
Jay J. Bartlett, Esquire
Florida Bar No.: 875163
BARLETT LOEB HINDS & THOMPSON, P.A.
100 North Tampa Street, Suite 2050
Tampa, Florida 33602
Telephone: (813) 223-3888
Fax: (813) 228-6422
Counsel for Defendant, Lee County, Florida

Dated: 3/24/2022

EXHIBIT "A"
Limerock Property



EXHIBIT "A"
DESCRIPTION

Parcel in
Section 35, Township 45 South, Range 27 East
and Sections 2, 3, 10, 11, 14 and 15,
Township 46 South, Range 27 East,
Lee County, Florida

A tract or parcel of land lying in Section 35, Township 45 South, Range 27 East and Sections 2, 3, 10, 11, 14 and 15, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the Southwest corner of said Section 35 run $N00^{\circ}42'20''W$ along the West line of said Section 35 for 4,913.47 feet to an intersection with the Southwesterly right of way line of State Road 82 (F.D.O.T. right of way Section No. 1207-101) (200 feet wide right of way); thence run $S74^{\circ}24'28''E$ along said Southwesterly right of way line for 5,474.38 feet to an intersection with the East line of said Section 35; thence run $S01^{\circ}27'49''E$ for 3,347.79 feet to the Northeast corner of said Section 2; thence run $S00^{\circ}37'24''E$ along the East line of said Section 2 for 4,496.97 feet; thence run $S88^{\circ}14'39''W$ for 2,954.70 feet; thence run $S00^{\circ}38'17''E$ for 1,000.18 feet; thence run $N89^{\circ}34'20''E$ for 89.85 feet; thence run $S00^{\circ}42'50''E$ for 1,075.98 feet to an intersection with the North line of the West Half (W 1/2) of said Section 11; thence run $N88^{\circ}06'17''E$ along said North line for 218.81 feet to the Northeast corner of said Fraction; thence run $S00^{\circ}11'24''E$ along the East line of said Fraction for 5,325.44 feet to Southeast corner of said Fraction; thence run $N88^{\circ}33'37''E$ along the North line of said Section 14 for 2,623.23 feet to the Northeast corner of said Section 14; thence run $S00^{\circ}02'19''W$ along the East line of said Section 14 for 5,330.76 feet to the Southeast corner of said Section 14 ; thence run $S88^{\circ}57'32''W$ along the South line of said Section 14 for 5,217.75 feet to the Southeast corner of said Section 15; thence run $S88^{\circ}56'48''W$ along the South line of said Section 15 for 5,216.63 feet to the Southwest corner of said Section 15; thence run $N00^{\circ}12'22''W$ along the West line of said Section 15 for 5,552.99 feet to the Southwest corner of said Section 10; thence run $N01^{\circ}06'50''W$ along the West line of said Section 10 for 5,068.95 feet to the Southwest corner of said Section 3; thence run $N00^{\circ}58'11''W$ along the West line of said Section 3 for 6,632.47 feet to the Northwest corner of said Section 3; thence run $N89^{\circ}02'20''E$ along the North line of said Section 3 for 5,301.06 feet to the POINT OF BEGINNING.
Containing 4,202.62 acres, more or less.

Bearings hereinabove mentioned are based on the North line of said Section 3 to bear $N89^{\circ}02'20''E$.

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\24069 - Cam7-Sub, LLC\surveying\descriptions\Sketch\24069SK01.doc

Post Office Drawer 2800 • Fort Myers, FL 33902
Phone (239) 461-3170 • Fax (239) 461-3169



EXHIBIT "B"
County Property

A handwritten signature in blue ink, appearing to be "Simpson", located in the bottom right corner of the page.

EXHIBIT "B"
LEGAL DESCRIPTION OF COUNTY EXISTING PROPERTY

Parcel 1:

A parcel of land located in Section 23, Township 46 South, Range 27 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 23, Township 46 South, Range 27 East, Lee County, Florida; thence run S.89°28'06" W., along the South line of the Southeast quarter of said Section 23, for a distance of 525.38 feet a point 525.00 feet Westerly of, as measured at right angles to, the East line of the Southeast quarter of said Section 23 and the point of beginning of the parcel of land herein described; thence continue S.89°28'06"W., along the South line of the Southeast quarter of said Section 23, for a distance of 2141.32 feet to the South quarter corner of said Section 23; thence run S.89°26'02"W., along the South line of the Southwest quarter of said Section 23, for a distance of 12.65 feet; thence run N.00°34'53"W. for a distance of 1115.00 feet; thence run S.89°26'02"W., parallel with the South line of the Southwest quarter of said Section 23, for a distance of 810.00 feet; thence run N.00°34'53"W. for a distance of 888.90 feet; thence run N.89°11'45"E. for a distance of 1030.45 feet; thence run N.03°17'37"W. for a distance of 3299.20 feet to a point on the North line of said Section 23, said point being located 2798.63 feet Easterly of, as measured along the North line of said section 23, the Northwest corner of said Section 23; thence run N.89°31'47"E., along the North line of said Section 23, for a distance of 1258.65 feet to a point 1160.00 feet Westerly of, as measured along the North line of said Section 23, the Northeast corner of said Section 23; thence run S.02°42'10"E., parallel with the East line of the Northeast quarter of said Section 23, for a distance of 990.00 feet; thence run N.89°31'47"E., parallel with the North line of the Northeast quarter of said Section 23, for a distance of 634.60 feet; thence run S.02°42'10"E., parallel with the East line of said Section 23, for a distance of 4315.46 feet to the point of beginning.

Parcel 2:

A parcel of land located in Section 23, Township 46 South, Range 27 East, Lee County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 23, Township 46 South, Range 27 East, Lee County Florida; thence run N.89°31'47"E., along the North line of said Section 23, for a distance of 1795.03 feet to the point of beginning of the parcel of land herein described; thence continue N.89°31'47"E., along the North line of said Section 23, for a distance of 1003.60 feet; thence run S.03°17'37"E. for a distance of 3299.20 feet; thence run S.89°11'45"W. for a distance of 1030.45 feet; thence run N.02°49'26"W. for a distance of 3303.99 feet to the point of beginning.



EXHIBIT "C"
The Property (Limerock Property and Southern King Ranch Property)

Handwritten signature in blue ink

EXHIBIT "C"

DESCRIPTION

Parcel in
Section 35, Township 45 South, Range 27 East
and Sections 2, 3, 10, 11, 14, 15, 24, 25, 26, 34, 35 and 36,
Township 46 South, Range 27 East,
Lee County, Florida

A tract or parcel of land lying in Section 35, Township 45 South, Range 27 East and Sections 2, 3, 10, 11, 14, 15, 24, 25, 26, 34, 35 and 36, Township 46 South, Range 27 East, Lee County, Florida, said tract or parcel of land being more particularly described as follows:

PARCEL 1:

Beginning at the Southwest corner of said Section 35 run $N00^{\circ}42'20''W$ along the West line of said Section 35 for 4,913.47 feet to an intersection with the Southwesterly right of way line of State Road 82 (F.D.O.T. right of way Section No. 1207-101) (200 feet wide right of way); thence run $S74^{\circ}24'28''E$ along said Southwesterly right of way line for 5,474.38 feet to an intersection with the East line of said Section 35; thence run $S01^{\circ}27'49''E$ for 3,347.79 feet to the Northeast corner of said Section 2; thence run $S00^{\circ}37'24''E$ along the East line of said Section 2 for 4,496.97 feet; thence run $S88^{\circ}14'39''W$ for 2,954.70 feet; thence run $S00^{\circ}38'17''E$ for 1,000.18 feet; thence run $N89^{\circ}34'20''E$ for 89.85 feet; thence run $S00^{\circ}42'50''E$ for 1,075.98 feet to an intersection with the North line of the West Half (W 1/2) of said Section 11; thence run $N88^{\circ}06'17''E$ along said North line for 218.81 feet to the Northeast corner of said Fraction; thence run $S00^{\circ}11'24''E$ along the East line of said Fraction for 5,325.44 feet to Southeast corner of said Fraction; thence run $N88^{\circ}33'37''E$ along the North line of said Section 14 for 2,623.23 feet to the Northeast corner of said Section 14; thence run $S00^{\circ}02'19''W$ along the East line of said Section 14 for 5,330.76 feet to the Southeast corner of said Section 14; thence run $S88^{\circ}57'32''W$ along the South line of said Section 14 for 5,217.75 feet to the Southeast corner of said Section 15; thence run $S88^{\circ}56'48''W$ along the South line of said Section 15 for 5,216.63 feet to the Southwest corner of said Section 15; thence run $N00^{\circ}12'22''W$ along the West line of said Section 15 for 5,552.99 feet to the Southwest corner of said Section 10; thence run $N01^{\circ}06'50''W$ along the West line of said Section 10 for 5,068.95 feet to the Southwest corner of said Section 3; thence run $N00^{\circ}58'11''W$ along the West line of said Section 3 for 6,632.47 feet to the Northwest corner of said Section 3; thence run $N89^{\circ}02'20''E$ along the North line of said Section 3 for 5,301.06 feet to the POINT OF BEGINNING.
Containing 4,202.62 acres, more or less.

PARCEL 2:

Beginning at the Northwest corner of said Section 24 run $N88^{\circ}48'32''E$ along the North line of said Section 24 for 5,496.75 feet to an intersection with the West line right of way line of Corkscrew Road, also being the West line of the East 25 feet of said



DESCRIPTION (CONTINUED)

Section 24; thence run $S01^{\circ}20'16''E$ along said West line for 4,100.52 feet to an intersection with the Northerly right of way line of Corkscrew Road, as described in a deed recorded in Instrument No. 2005000136900, Lee County Records; thence run along said Northerly right of way line the following three (3) courses: $S88^{\circ}39'44''W$ for 50.00 feet to a point on a non-tangent curve; Southwesterly along an arc of a curve to the right of radius 1,175.00 feet (delta $90^{\circ}09'17''$) (chord bearing $S44^{\circ}50'13''W$) (chord 1,663.94 feet) for 1,848.86 feet and $S00^{\circ}05'08''E$ along a radial line for 25.00 feet to an intersection with the North right of way line of said Corkscrew Road, also being North line of the South 50 feet of said Section 24; thence run along said North right of way line the following two (2) courses: $S89^{\circ}54'52''W$ for 1,393.63 feet and $S88^{\circ}51'37''W$ for 2,675.85 feet to an intersection with the West line of said Section 24; thence run $N03^{\circ}15'49''W$ along said West line for 5,255.07 feet to the POINT OF BEGINNING.

Containing 644.59 acres, more or less.

PARCEL 3:

Beginning at the Northwest corner of said Section 26 run $N88^{\circ}51'40''E$ along the North line of the Northwest Quarter (NW 1/4) of said Section 26 for 2,663.66 feet to the North Quarter corner of said Section 26; thence run $N88^{\circ}54'17''E$ along the North line of the Northeast Quarter (NE 1/4) of said Section 26 for 2,666.51 feet to the Northwest corner of said Section 25; thence run $S01^{\circ}09'29''E$ along the West line of the Northwest Quarter (NW 1/4) of said Section 25 for 50.00 feet to an intersection with the South right of way line of Corkscrew Road, also being South line of the North 50 feet of said Section 25; thence run along said South right of way line the following two (2) courses: $N88^{\circ}51'37''E$ for 2,673.06 feet and $N89^{\circ}54'52''E$ for 2,671.08 feet to an intersection with the East line of Northeast Quarter (NE 1/4) of said Section 25; thence run $S01^{\circ}11'48''E$ along said East line for 2,550.74 feet to the East Quarter corner of said Section 25; thence run $S01^{\circ}12'17''E$ along the East line of Southeast Quarter (SE 1/4) of said Section 25 for 2,650.95 feet to the Northeast corner of said Section 36; thence run $S01^{\circ}11'26''E$ along the East line of Northeast Quarter (NE 1/4) of said Section 36 for 1,320.34 feet; thence run $S89^{\circ}10'39''W$ parallel with the North line of said Fraction for 990.98 feet; thence run $N01^{\circ}11'26''W$ parallel with the East line of said Fraction for 1,320.34 feet to an intersection with the North line of said Fraction; thence run $S89^{\circ}10'39''W$ along the North line of said Fraction for 1,683.83 feet to the North Quarter corner of said Section 36; thence run $S89^{\circ}09'00''W$ along the North line of the Northwest Quarter (NW 1/4) of said Section 36 for 2,672.43 feet to the Northeast corner of said Section 35; thence run $S88^{\circ}41'30''W$ along the North line Northeast Quarter (NE 1/4) of said Section 35 for 150.00 feet to an intersection with the West line of the East 150 feet the Northeast Quarter (NE 1/4) of said Section 35; thence run $S01^{\circ}02'25''E$ along said West line for 2,605.57 feet to an intersection with the South line of the North Half (N 1/2) of said Section 35; thence run $S88^{\circ}35'54''W$ along said South line for 5,197.13 feet to the East Quarter corner of said Section 34; thence run $S89^{\circ}18'56''W$ along the North line of the Southeast Quarter (SE 1/4) of said Section 34 for 662.29 feet to the Northeast corner of the West Half (W 1/2) of the East

DESCRIPTION (CONTINUED)

Half (E 1/2) of the Southeast Quarter (SE 1/4) of said Section 34; thence run $S00^{\circ}56'36''E$ along the East line of said Fraction for 978.73 feet to the Northwest corner of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of the Northeast Quarter (NE 1/4) of the Southeast Quarter (SE 1/4) said Section 34; thence run $N89^{\circ}21'38''E$ along the North line of said Fraction for 662.30 feet to the Northeast corner of said Fraction; thence run $S00^{\circ}56'36''E$ along the East line of said Fraction, also being the East line of the Southeast Quarter (SE 1/4) of said Section 34 for 326.43 feet to the Southeast corner of said Fraction; thence run $S89^{\circ}21'38''W$ along the South line of said Fraction for 662.30 feet to the Southwest corner of said Fraction; thence run $S00^{\circ}56'36''E$ along the East line of said West Half (W 1/2) of the East Half (E 1/2) of the Southeast Quarter (SE 1/4) of Section 34 for 325.25 feet; thence run $S89^{\circ}21'38''W$ for 1,985.63 feet to an intersection with the West line of said Southeast Quarter (SE 1/4) of Section 34; thence run $N00^{\circ}56'43''W$ along said West line for 1,628.85 feet to the Center of said Section 34; thence run $N00^{\circ}55'48''W$ along the West line of the Northeast Quarter (NE 1/4) of said Section 34 for 2,623.36 feet to the North Quarter corner of said Section 34; thence run $N89^{\circ}31'02''E$ along the North line of the Northeast Quarter (NE 1/4) of said Section 34 for 2,646.41 feet to the Southwest corner of said Section 26; thence run $N88^{\circ}41'30''E$ along the South line of the Southwest Quarter (SW 1/4) of said Section 26 for 1,335.92 feet to the Southeast corner of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of said Section 26; thence run $N01^{\circ}03'24''W$ along the East line of said Fraction for 1,321.72 feet to the Northeast corner of said Fraction; thence run $S88^{\circ}43'35''W$ along the North line of said Fraction for 1,335.09 feet to the Northwest corner of said Fraction and intersection with the West line of said Southwest Quarter (SW 1/4) of Section 26; thence run $N01^{\circ}01'16''W$ along said West line for 1,322.52 feet to the West Quarter corner of said Section 26; thence run $N01^{\circ}00'42''W$ along the West line of the Northwest Quarter (NW 1/4) of said Section 26 for 2,645.28 feet to the POINT OF BEGINNING.

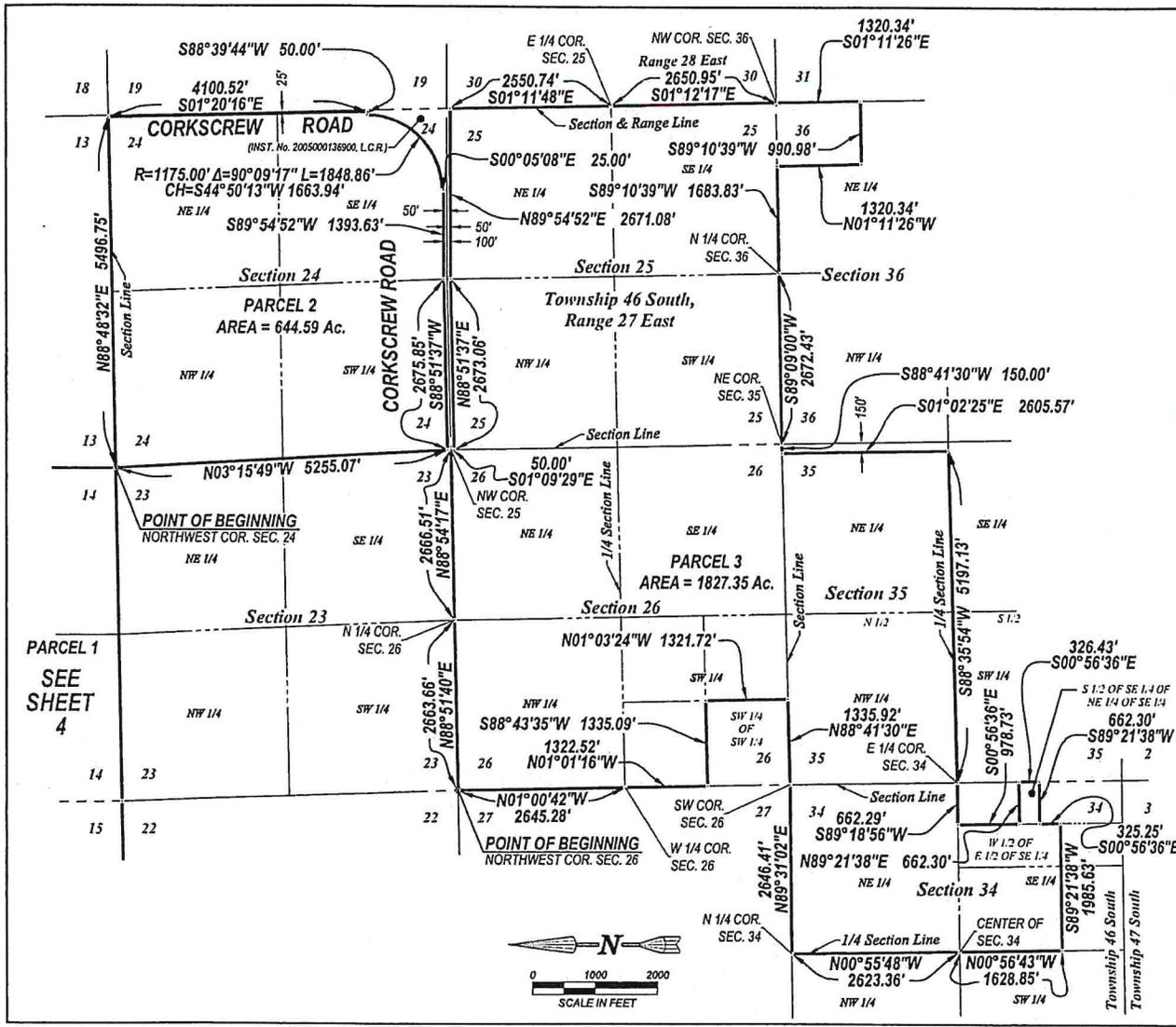
Containing 1,827.35 acres, more or less.

Bearings hereinabove mentioned are based on the North line of said Section 3 to bear $N89^{\circ}02'20''E$.

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\24069 - Cam7-Sub, LLC\surveying\descriptions\Sketch\24069SK03.doc





Barraco and Associates, Inc.
 CIVIL ENGINEERING - LAND SURVEYING
 LAND PLANNING

www.barraco.net
 2275 MADISON BLVD., SUITE 100
 FORT MYERS, FLORIDA 33902-2900
 PHONE (239) 461-3170
 FAX (239) 461-3170

FLORIDA CERTIFICATE OF AUTHORIZATION
 ENGINEERING (P.E.) - SURVEYING (L.S.#24)

PREPARED FOR
CAM7-SUB, LLC

31101 DESIGN PARK LANE, SUITE 103
 ESTERO, FL 33928
 PHONE (239) 425-8600
 FAX (239) 425-8605
 www.Campop.com

PROJECT DESCRIPTION
A PARCEL OF LAND IN SECTION 35, TOWNSHIP 46 SOUTH, RANGE 27 EAST, AND SECTIONS 2, 3, 10, 11, 14, 15, 24, 25, 26, 34, 35 AND 36, TOWNSHIP 46 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA

PROJECT SURVEYOR

 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED OR DIGITAL SEAL OF A PROFESSIONAL SURVEYOR AND MAPPER

FILE NAME: 1-CAM7-1.DWG
 LAYER: 3
 LOCATION: J:\CAM7\SUB\1-CAM7-1.DWG
 PLOT DATE: FEB 24 2002 10:45 AM
 PLOT BY: PETER OLSON

DESCRIPTIVE DATA
 SURVEY DATE: 08/11/2002
 DRAWN BY: P. OLSON
 CHECKED BY: SAJ
 SCALE: 1"=200'
 FIELD BOOK:
 PLAN NUMBER:

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

PROJECT FILE NO. SHEET NUMBER
 2408 5 OF 5
 35-43-27

Handwritten signature in blue ink.