A RESOLUTION CREATING THE GOLDEN GATE WATER/SEWER MST DISTRICT AND ORDERING AND CALLING A REFERENDUM ELECTION TO BE HELD ON MARCH 9, 1976 TO SUBMIT TO THE QUALIFIED ELECTORS RESIDING WITHIN CERTAIN DESCRIBED AREAS GENERALLY KNOWN AS "GOLDEN GATE" THE QUESTION: "SHALL THE GOLDEN GATE WATER/SEWER MST DISTRICT BE AUTHORIZED TO ISSUE DISTRICT GENERAL OBLIGATION AND REVENUE BONDS OR OTHER EVIDENCE OF INDEBTEDNESS IN THE MAXIMUM AMOUNT OF $2,000,000 FOR THIRTY (30) YEARS AT A MAXIMUM INTEREST RATE OF SEVEN AND ONE-HALF (7.5) PERCENT?"

WHEREAS, the citizens of Golden Gate through the Golden Gate Civic Association presented a petition to the Board of County Commissioners requesting that a referendum election be held on March 9, 1976 regarding a proposal to acquire the GAC Golden Gate Water and Sewer System; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the citizens of Golden Gate that the water and sewer system of GAC Utilities, Inc. of Florida, Golden Gate Division, be acquired;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA:

1. That the Golden Gate Water/Sewer MST District be created in accordance with and pursuant to Chapter 125.01(q), Florida Statutes for the area generally known as "Golden Gate" and more particularly described as:

GOLDEN GATE ESTATES

Unit	Plat Book	Page
1	4	73-74
26	7	15-16
27	7	17-18
28	7	19-20
32	7	21-22
34	7	23

and

GOLDEN GATE

Unit	Part	Plat Book	Page
1	1	9	100-101
1	2	11	11-12
1	-	5	60-64
2	1	9	116-120
2	2	7	66-67
2	3	7	69-70
2	-	5	65-77

Unit	Part	Plat Book	Page
3	1	11	9-10
3	-	5	97-105
4	1	9	121-124
4	-	5	107-116
5	-	5	117-123
6	1	9	1-7
6	-	5	124-134
7	-	5	135-146
8	1	5	147-151
8	2	9	107A-112
		and	
Gator Gate Unit 2		7	54

(All plat books and pages named above being recorded in the Public Records of Collier County, Florida)

Sections 33, 34 and West 1/2 of Section 35, Township 49 South, Range 26 East;

Section 4 and that part of Section 3 lying North and West of State Road 84 in Township 50 South, Range 26 East.

2. That a Referendum Election is hereby ordered and called to be held March 9, 1976, within the Golden Gate Water/Sewer MST District for the purpose of submitting to the qualified electors the following question:

> Shall the Board of County Commissioners as the Governing Board of the Golden Gate Water/Sewer MST District be authorized to issue district general obligation and revenue bonds, or other evidence of indebtedness in the maximum amount of $2,000,000 serially maturing for a maximum of thirty (30) years at an interest rate not to exceed 7.5% with proceeds from the sale of said bonds to be used to purchase the Golden Gate Water and Sewer Utility Plant, and shall the Board of County Commissioners be authorized each year to levy a district ad valorem tax to pay the principal, interest and sinking fund requirements on said bonds as same become due?
>
> FOR ☐
>
> AGAINST ☐

3. The Clerk to the Board shall publish a Notice of Election once a week for four (4) consecutive weeks prior to the Election, the first publication to be at least thirty (30) days prior to the

date of the election. The Notice shall be substantially in the following form:

NOTICE OF REFERENDUM ELECTION
GOLDEN GATE WATER/SEWER MST
DISTRICT BOND ISSUE

Notice is hereby given that a Referendum Election shall be held within the area comprising the Golden Gate Water/Sewer MST District on March 9, 1976 to determine if the Board of County Commissioners of Collier County, Florida, shall be authorized to issue district general obligation and revenue bonds or other evidence of indebtedness in the maximum amount of $2,000,000 serially maturing for a maximum of thirty (30) years at an interest rate not to exceed 7.5% with proceeds from the sale of said bonds to be used to purchase the Golden Gate Water and Sewer Utility Plant, and if the Board of County Commissioners shall be authorized each year to levy a district ad valorem tax to pay the principal, interest and sinking fund requirements on said bonds as the same become due.

Commissioner Archer offered the foregoing resolution and moved its adoption, which was seconded by Commissioner Brown, and upon roll call the vote was:

Ayes: Archer, Brown, Wenzel, Mitchell

Nays: Wimer

Absent and not voting: None

Done and ordered this 3rd day of February, 1976

Attest:
MARGARET T. SCOTT, Clerk

Margaret T. Scott

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By Russ Wimer
Chairman

COUNTY COMMISSIONERS

RECORDED
OFFICIAL RECORD BOOK
COLLIER CO., FLORIDA
APR 12 10 56 AM '76
MARGARET T. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

Certified to Circuit Clerk
of Collier County, Florida
Margaret T. Scott
Clerk of Circuit Court

WARRANTY DEED

THIS INDENTURE, Made, this 8th day of January, A.D. 1973 BETWEEN GAC PROPERTIES INC, a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Dade and State of Florida and GOLDEN GATE GOLF AND COUNTRY CLUB, INC, a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Collier and State of Florida, and lawfully authorized to transact business in the State of Florida, parties of the first part, and GAC UTILITIES INC., Post Office Box 848, Cape Coral, Florida 33904 a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Lee and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of SIXTY FIVE HUNDRED ($6,500) DOLLARS to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Collier and State of Florida, to-wit:

FEE SIMPLE TITLE TO THE FOLLOWING REAL ESTATE

A parcel of land in Collier County, Florida, more particularly described as follows and being a part of the Plat of Tract A of Golden Gate Unit 8, Part 2, as recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Tract A, thence running South a distance of 649.27 feet along the West boundary of said Tract A; thence running East 336.31 feet to a point, said point being also described as the Point of Beginning; thence run North 89° 54' 21" East, a distance of 333.15 feet to a point; thence run North 0° 09' 03" East, a distance of 75.04 feet to a point; thence run North 47° 07' 42" West, a distance of 196.55 feet to a point; thence run South 89° 44' 56" West, a distance of 184.50 feet to a point; thence run South 50° 09' 46" West, a distance of 14.20 feet to a point; thence run South 11° 04' 09" West, a distance of 113.36 feet to a point; thence run South 1° 45' 30" West, a distance of 183.92 feet to the Point of Beginning.

UTILITY EASEMENT

An easement for utility lines 30 feet in width, being 15 feet equally on each side of the center line thereof, more particularly described as follows:

> Said line commencing at the Northeast corner of Tract B of Unit 1 of Golden Gate Subdivision, recorded in Plat Book 5 at Page 61 of the Public Records of Collier County, Florida, and thence running West 88.15 feet to the Point of Beginning and the center line of the easement herein described; thence run South 0° 02' 44" East for a distance of 1029.80 feet to a point; said point being the Southerly termination of the easement herein described.

UTILITY EASEMENT

An easement for utility lines located in Tract A of Golden Gate Unit 8, Part 2, according to the Plat thereof, recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

> A strip of land 30 feet in width, being 15 feet equally on each side of the center line thereof, and such easement commencing at the Southeast corner of Lot 14, Block 281 of said Unit 8, Part 2 of Golden Gate Subdivision; and thence running South 84° 19' 21" East along said easement center line for a distance of 348.51 feet to the point of Easterly termination of said 30 foot easement heretofore described.

IN WITNESS WHEREOF, the said parties of the first part have caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

GAC PROPERTIES INC.

Attest: _____ Secretary

By _____ Vice President

Signed, sealed and delivered in the presence of us:

_____

_____

GOLDEN GATE GOLF & COUNTRY CLUB, INC.

Attest: _____ Secretary

By _____ Vice President

Signed, sealed and delivered in the presence of us:

_____

_____

RECORDED
OFFICIAL RECORDS BOOK
COLLIER COUNTY, FLORIDA

MAY 30 6 13 AM '73

MARGARET T. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

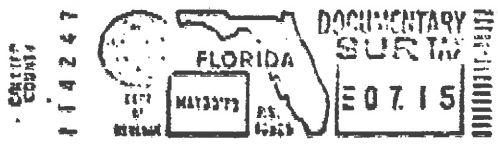
STATE OF FLORIDA,)
COUNTY OF)

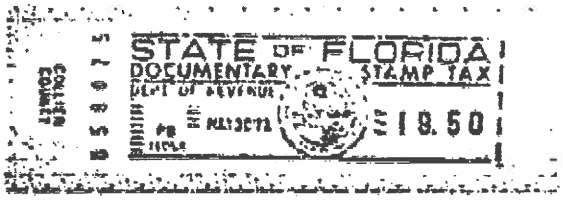
I HEREBY CERTIFY, that on this 8th day of January, A.D. 1973, before me personally appeared Robert L. Weintraub and Gretchen Mielke, Vice President and Secretary of GAC PROPERTIES INC. and Robert L. Weintraub and Gretchen Mielke Vice President and Secretary of GOLDEN GATE GOLF AND COUNTRY CLUB, INC., corporations under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami in the County of Dade and State of Florida the day and year last aforesaid.

(Seal)
Notary Public

This Instrument Was Prepared By:
Robert L. Weintraub
Attorney At Law
7880 Biscayne Boulevard
Miami, Florida 33138





349389

CORRECTIVE
WARRANTY DEED

OFF REC 589 PAGE 760

THIS INDENTURE Made this 8th day of May , A.D 1974 -

BETWEEN GAC PROPERTIES INC, a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Dade and State of Florida and GOLDEN GATE GOLF AND COUNTRY CLUB, INC, a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Collier and State of Florida, and lawfully authorized to transact business in the State of Florida, parties of the first part, and GAC UTILITIES INC., Post Office Box 848, Cape Coral, Florida 33904, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Lee and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of SIXTY FIVE HUNDRED ($6,500) DOLLARS to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Collier and State of Florida, to-wit:

FEE SIMPLE TITLE TO THE FOLLOWING REAL ESTATE

A parcel of land in Collier County, Florida, more particularly described as follows and being a part of the Plat of Tract A of Golden Gate Unit 8, Part 2, as recorded in Plat Book 5 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Tract A, thence running South a distance of 649.27 feet along the West boundary of said Tract A; thence running East 336.31 feet to a point, said point being also described as the Point of Beginning; thence run North 89° 54' 21" East, a distance of 333.15 feet to a point; thence run North 0° 09' 03" East, a distance of 75.04 feet to a point; thence run North 47° 07' 42" West, thence run North 23° 43' 43" East, a distance of 104.18 feet to a point; a distance of 196.55 feet to a point; thence run South 89° 44' 56" West, a distance of 184.50 feet to a point; thence run South 50° 09' 46" West, a distance of 14.20 feet to a point; thence run South 11° 04" 09" West, a distance of 113.36 feet to a point; thence run South 3° 45' 30" West, a distance of 183.92 feet to the Point of Beginning.

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA

MAY 15 2 54 PM '74

MARGARET T. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

UTILITY EASEMENT

An easement for utility lines 30 feet in width, being 15 feet equally on each side of the center line thereof, more particularly described as follows:

> Said line commencing at the Northeast corner of Tract B of Unit 1 of Golden Gate Subdivision, recorded in Plat Book 5 at Page 81 of the Public Records of Collier County, Florida, and thence running West 88.15 feet to the Point of Beginning and the center line of the easement herein described; thence run South 0° 02' 44" East for a distance of 1029.80 feet to a point; said point being the Southerly termination of the easement herein described.

UTILITY EASEMENT

An easement for utility lines located in Tract A of Golden Gate Unit 8, Part 2, according to the Plat thereof, recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

> A strip of land 30 feet in width, being 15 feet equally on each side of the center line thereof, and such easement commencing at the Southeast corner of Lot 14, Block 281 of said Unit 8, Part 2 of Golden Gate Subdivision; and thence running South 84° 19' 21" East along said easement center line for a distance of 348.51 feet to the point of Easterly termination of said 30 foot easement heretofore described.

This deed is given to correct the description of fee simple title to certain real estate as shown in a warranty deed dated the 8th day of January 1973 and recorded in OR Book 530, Page 916-918.

IN WITNESS WHEREOF, the said parties of the first part have caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

GAC PROPERTIES INC.

Attest: _____ Secretary

By _____ Vice President

Signed, sealed and delivered in the presence of us:

_____

_____

GOLDEN GATE GOLF & COUNTRY CLUB, INC.

Attest: _____ Secretary

By _____ Vice President

Signed, sealed and delivered in the presence of us:

_____

_____

STATE OF FLORIDA }
COUNTY OF }

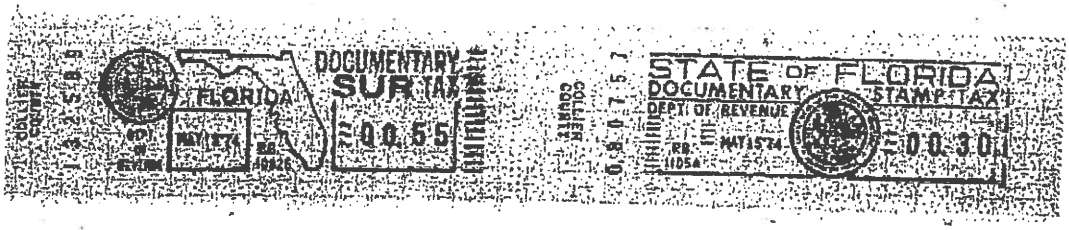
I HEREBY CERTIFY, that on this 8th day of May A. D. 1974, before me personally appeared Robert L. Weintraub and Juanita Rivera, Vice President and Secretary of GAC PROPERTIES INC. and Sidney A. Sorel and Milton M. Shapiro, Vice President and Assistant Secretary of GOLDEN GATE GOLF AND COUNTRY CLUB, INC., corporations under the laws of the State of Florida, to me known to be the persons who who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami in the County of Dade and State of Florida the day and year last aforesaid.

Notary Public

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES APRIL 19 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

This Instrument was Prepared By:
Robert L. Weintraub
Attorney At Law
7880 Biscayne Boulevard
Miami, Florida 33138



CORRECTIVE-CORRECTIVE
WARRANTY DEED

386021 REC 622 PAGE 787

THIS INDENTURE, Made this 10th day of June, A. D. 1975 between GAC PROPERTIES INC, a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Dade and State of Florida and GOLDEN GATE GOLF AND COUNTRY CLUB, INC., a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Collier and State of Florida, and lawfully authorized to transact business in the State of Florida, parties of the first part, and GAC UTILITIES INC., Post Office Box 848, Cape Coral, Florida 33904, a corporation existing under the laws of the State of Delaware, having its principal place of business in the County of Lee and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of SIXTY FIVE HUNDRED ($6,500) DOLLARS to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Collier and State of Florida, to-wit:

FEE SIMPLE TITLE TO THE FOLLOWING REAL ESTATE

A parcel of land in Collier County, Florida, more particularly described as follows and being a part of the Plat of Tract A of Golden Gate Unit 8, Part 2 as recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Tract A, thence running South a distance of 649.27 feet along the West boundary of said Tract A; thence running East 336.31 feet to a point, said point being also described as the Point of Beginning; thence run North 89° 54' 21" East, a distance of 333.15 feet to a point; thence run North 0° 09' 03" East, a distance of 75.04 feet to a point; thence run North 23° 43' 43" East, a distance of 104.18 feet to a point; thence run North 47° 07' 42" West, a distance of 196.55 feet to a point; thence run South 89° 44' 56" West, a distance of 184.50 feet to a point; thence run South 50° 09' 46" West, a distance of 14.20 feet to a point; thence run South 11° 04" 09" West, a distance of 113.36 feet to a point; thence run South 3° 45' 30" West, a distance of 183.92 feet to the Point of Beginning.

UTILITY EASEMENT

An easement for utility lines 30 feet in width, being 15 feet equally on each side of the center line thereof, more particularly described as follows:

> Said line commencing at the Northeast corner of Tract B of Unit 1 of Golden Gate Subdivision, recorded in Plat Book 5 at Page 61 of the Public Records of Collier County, Florida; and thence running West 88.15 feet to the Point of Beginning and the center line of the easement herein described; thence run South 0° 02' 44" East for a distance of 1029.80 feet to a point; said point being the Southerly termination of the easement herein described.

UTILITY EASEMENT

An easement for utility lines located in Tract A of Golden Gate Unit 8, Part 2, according to the Plat thereof, recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

> A strip of land 30 feet in width, being 15 feet equally on each side of the center line thereof, and such easement commencing at the Southeast corner of Lot 14, Block 281 of said Unit 8, Part 2 of Golden Gate Subdivision; and thence running South 84° 19' 21" East along said easement center line for a distance of 348.51 feet to the point of Easterly termination of said 30 foot easement heretofore described.

This deed is given to correct the description of fee simple title to certain real estate as shown in a warranty deed dated the 8th day of January 1973 and recorded in OR Book 530, Page 916-918, and in a corrective warranty deed dated the 8th day of May 1974 and recorded in OR Book 589, Page 760-762

IN WITNESS WHEREOF, the said parties of the first part have caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

GAC PROPERTIES INC.

Attest: _____
Secretary

By _____
Vice President

Signed, Sealed and delivered in the presence of us:

_____

_____

GOLDEN GATE GOLF & COUNTRY CLUB, INC.

Attest: _____
Assistant Secretary

By _____
Vice President

Signed, Sealed and delivered in the presence of us:

_____

_____

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY, that on this 10th day of June, A.D. 1975, before me personally appeared Robert L. Weintraub and Juanita Rivera, Vice President and Secretary of GAC PROPERTIES INC and Sidney A. Sorel and Milton M. Shapir Vice President and Assistant Secretary of GOLDEN GATE GOLF AND COUNTRY CLUB, INC., corporations under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami in the County of Dade and State of Florida the day and year last aforesaid.

Patricia R. Rand
Notary Public

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES APRIL 19, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

This Instrument was Prepared By:

Samuel R. Danziger
Attorney At Law
P. O. Box 523000
Miami, Florida 33152

COLLIER COUNTY
DOCUMENTARY SUR TAX
FLORIDA
JUN 17 '75
00.55

COLLIER COUNTY
STATE OF FLORIDA
DOCUMENTARY STAMP TAX
DEPT. OF REVENUE
JUN 17 '75
00.30

Recorded in Official Records of COLLIER COUNTY, FLORIDA
MARGARET T. SCOTT
Clerk of Circuit Court

OR 538 353

WARRANTY DEED
CORPORATION TO CORPORATION

316446

BANCO FORM 95%

Warranty Deed

OR 538 353

This Indenture, Made this 15th day of June, A.D. 19 , between GOLDEN GATE GOLF & COUNTRY CLUB, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Collier and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the first part, and GULF COMMUNICATORS, INC., 1320 Lafayette Street, Cape Coral, Florida 33990 a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Lee and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Collier and State of Florida, to-wit:

See Exhibit "A", attached hereto and made a part hereof.

JUL 5 '80 15 38 PM
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
$00.30

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This Instrument Was Prepared By:
Bernard L. Feiner
DMC Properties Inc., 7880 Biscayne Blvd., Miami, Fla.

1805 RV

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

GOLDEN GATE GOLF & COUNTRY CLUB

Attest _____ Secretary By _____ Vice President

Signed, sealed and delivered in the presence of us:

State of Florida,

County of Dade

I Hereby Certify, that on this 15th day of June A. D. 19 73, before me personally appeared Robert L. Weinrauh and _____ Vice President and Secretary respectively of GOLDEN GATE GOLF & COUNTRY CLUB, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal at Miami in the County of Dade and State of Florida the day and year last aforesaid.

_____ (Seal)

RAMCO'S FORM 321

Warranty Deed

(FROM CORPORATION TO CORPORATION)

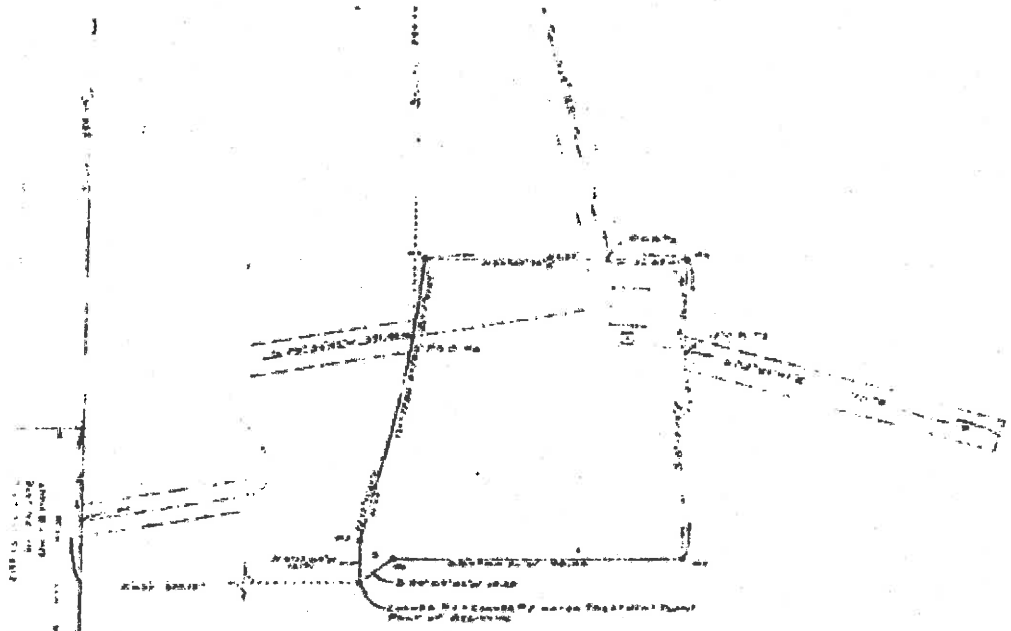
FROM

TO

Dated

ABSTRACT OF DESCRIPTION

1805 M



Gulf Communications, Inc., Tower Property Description

Begin at a point, Corner number 1, 356.55 feet South and 370.13 feet East of the Northwest corner of Tract "A" of Golden Gate Subdivision, Unit 2, Part 2, as shown on a plat thereof recorded in Plat Book 9, Pages 107-112, of the Public Records of Collier County, Florida; Thence run S. 0° 15' 05" W. 14.71 feet to corner number 2 on the East line of an access easement; thence run S. 12° 51' 53" E. 31.94 feet along said easement to a Point of Curvature, thence run Southerly along the arc of a curve to the left whose radius is 577.85 feet and whose central angle is 3° 47' 03", for an arc distance of 38.51 feet to corner number 3; thence S. 39° 44' 56" E. 34.59 feet to corner number 4; thence S. 0° 15' 05" E. 316.69 feet to corner number 5; thence S. 89° 44'55" W. 40.46 feet to corner number 6; thence S. 55° 09' 46" W. 14.20 feet to corner number 1 and the Point of Beginning.

Guy Easements:

A strip of land 12 feet wide, 6 feet on each side of its centerline described as follows:

1. Begin at a point on line 3-4 of the above described tower tract, [illegible] feet from corner number 4, which point is 229.69 feet South and 452.15 feet East of the Northwest corner of Tract [illegible], Unit 8, Part 2, of Golden Gate Subdivision, as recorded in Plat Book 9, Pages 107-112, Public Records of Collier County, Florida; thence run N. 15° 10' 00" W. 100.78 feet.

2. Begin at a point on line 4-5 of the above described tower tract, 36.22 feet from corner number 4, which point is 264.86 feet South and 479.14 feet East of the Northwest corner of Tract "A", Unit 8, Part 2, of Golden Gate Subdivision, as recorded in Plat Book 9, Pages 107-112, Public Records of Collier County, Florida; Thence run S. 31° 05' 41" E. 131.32 feet.

Cable Easement:

A strip of land 12 feet wide, 6 feet on each side of its centerline described as follows: Begin at a point on a curve on the East line of an access easement and the [illegible] property, said point being 255.53 feet South and [illegible] feet East of the Northwest [illegible] "A", Golden Gate Subdivision, Unit 8, Part 2, as shown on a plat thereof [illegible] Public Records of Collier County, Florida, and on the [illegible] S. 39° 22' 41" W. 392.40 feet to the West line of said Tract "A" [illegible] Unit 8, Part 2, Golden Gate Subdivision.

[illegible]

3

3895846 OR: 4098 PG: 3967
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/01/2006 at 02:08PM DWIGHT E. BROCK, CLERK

CONS	39900.00
REC FEE	27.00
DOC-.70	279.30

Retn:
FIRST AMERICAN TITLE INS CO
7370 COLLEGE PKWY #104
FT MYERS FL 33907 5557

PREPARED BY:
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
(212) 373-3000

RETURN TO: NCS 180000 T 57

First American Title
Insurance Company
National Accounts / High Volume
Commercial Unit
7370 College Parkway, Suite 104
Fort Myers, Florida 33907
Ph: **800 585-2906** • Fax: **941 938-8885**

SPECIAL WARRANTY DEED

The name of each person who executed, witnessed or notarized this document must be legibly printed, typewritten or stamped immediately beneath the signature of each person.

THIS INDENTURE, made this 16 day of July, 2006, with an effective date of July 31, 2006, by and between Time Warner Cable Inc., a Delaware corporation, whose mailing address is 7910 Crescent Executive Drive, Charlotte, North Carolina 28217 (hereinafter referred to as **GRANTOR**), and Cable Holdco II Inc., a Delaware corporation, whose mailing address is P. O. Box 173838, Denver, CO 80217-3838, Attn: Tax Department (hereinafter referred to as **GRANTEE**),

WITNESSETH, that GRANTOR, for and in consideration of the sum of $10.00 and other good and valuable consideration, to it in hand paid by GRANTEE, receipt whereof is hereby acknowledged, has granted, bargained and sold to GRANTEE forever, the following described land situate, lying and being at 4294 Golden Gate Parkway, Naples, Florida, in the County of Collier, State of Florida, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

SUBJECT TO all recorded easements, recorded encumbrances, recorded rights of way, recorded conditions and restrictions, mineral conveyances and other matters of record, to the extent still valid and enforceable.

Tax Parcel Identification Number: 36560080000

TOGETHER WITH all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor, subject to the exceptions set forth above, does hereby fully warrant the title to the Property to Grantee and its affiliates only and will defend the same for the benefit of Grantee and its affiliates only against lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, GRANTOR has executed this Deed as of the day and year first written above.

Signed and Delivered in Our Presence:

WITNESS SIGNATURE

Carolyn A Carlson
PRINT NAME

Robert Hajdu
WITNESS SIGNATURE

ROBERT HAJDU
PRINT NAME

Time Warner Cable Inc.,
a Delaware corporation

By: _____
Name: David E. O'Hayre
Executive Vice President-Investments
Title: _____

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this 16 day of July, 2006, by David E. O'Hayre Exec VP-Inv, of Time Warner Cable Inc. as a duly authorized act for and on behalf of said corporation. He/she is personally known to me or has produced Drivers License as identification and did not take an oath.

Brooke Spiegel
Notary Public

Brooke Spiegel
TYPE OR PRINT NAME OF NOTARY

Notary expiration date:

BROOKE SPIEGEL
Notary Public, State of New York
No. 01SP4954267
Qualified in New York County
Commission Expires Aug. 7, 2009

Exhibit A

Begin at a point, Corner number 1, 354.50 feet South and 370.13 feet East of the Northwest corner of Tract "A" of Golden Gate Subdivision, Unit 8, Part 2, as shown on a plat thereof recorded in Plat Book 9, Pages 107-112, of the Public Records of Collier County, Florida; thence run N. 0 degrees 15' 04" W. 16.91 feet to corner number 2 on the East line of an access easement; thence run N. 12 degrees 51' 43" E. 31.94 feet along said easement to a Point of Curvature, thence run northerly along the arc of a curve to the left whose radius is 577.88 feet and whose central angle is 7 degrees 47' 03", for an arc distance of 78.51 feet to corner number 3; thence N. 89 degrees 44' 56" E. 89.59 feet to corner number 4; thence S. 0 degrees 15' 04" E. 116.40 feet to corner number 5; thence S. 89 degrees 44' 56" W. 98.46 feet to corner number 6; thence S. 50 degrees 09' 46" W. 14.20 feet to corner number 1 and the Point of Beginning.

Guy Easements;

A strip of land 12 feet wide, 6 feet on each side of its centerline described as follows:

1. Begin at a point on line 3-4 of the above described tower tract, 26.83 feet from corner number 4, which point is 228.69 feet South and 452.15 feet East of the Northwest corner of Tract "A", Unit 8, Part 2, of Golden Gate Subdivision, as recorded in Plat Book 9, Pages 107-112, Public Records of Collier County, Florida; thence run N. 14 degrees 10' 06" W. 100.78 feet.

2. Begin at a point on line 4-5 of the above described tower tract, 36.27 feet from corner number 4, which point is 264.86 feet South and 479.14 feet East of the Northwest corner of Tract "A", Unit 8, Part 2, of Golden Gate Subdivision, as recorded in Plat Book 9, Pages 107-112, Public Records of Collier County, Florida; thence run S. 73 degrees 05' 41" E. 111.75 feet.

Cable Easement:

A strip of land 12 feet wide, 6 feet on each side of its centerline described as follows: Begin at a point on a curve on the East line of an access easement and the West line of Gulf Communicators tower property, said point being 259.57 feet South and 595.85 feet East of the Northwest corner of Tract "A", Golden Gate Subdivision, Unit 8, Part 2, as shown on a plat thereof recorded in Plat Book 9, Pages 107-112, of the Public Records of Collier County, Florida, and an arc distance of 10.52 feet southerly from corner number 3; thence run S. 79 degrees 30' 43" W. 392.40 feet to the West line of said Tract "A" and the East line of Lot 15, Block 281, Unit 8, Part 2, Golden Gate Subdivision.

417337

OFF. REC. 649 PAGE 1239

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA
MAR 6 2 57 PM '76
MARGARET E. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

A RESOLUTION PURSUANT TO CHAPTER 67-1246, LAWS OF FLORIDA, SPECIAL ACTS 1967, ESTABLISHING THE IMMOKALEE AREA PLANNING DISTRICT AND THE COASTAL AREA PLANNING DISTRICT, AND DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENACT A COMPREHENSIVE ZONING ORDINANCE FOR THE COASTAL AREA PLANNING DISTRICT OF COLLIER COUNTY PURSUANT TO THE PROVISIONS OF CHAPTER 67-1246, SPECIAL ACTS, LAWS OF FLORIDA 1967; REPEALING ALL PREVIOUS RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, Chapter 67-1246, Special Acts, Laws of Florida 1967, authorizes the Board of County Commissioners to establish planning commissions and districts and to enact zoning regulations for said districts, and

WHEREAS, by Resolution dated August 13, 1968 the Board of County Commissioners has established the Immokalee Planning Area and the Coastal Planning Area, which areas comprise certain lands more particularly described in said Resolution, and

WHEREAS, the Board of County Commissioners now desires to reaffirm said Resolution creating said planning areas and to establish the boundaries of said planning areas.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA as follows:

1. That two planning areas or districts be and the same hereby are established as follows:

A. The Immokalee Area Planning District comprised of all unincorporated areas within the following boundaries:

All of Township 46 South lying within Ranges 28 East, 29 East, and 30 East; all of Townships 47 South and 48 South lying within Ranges 27 East, 28 East, 29 East and 30 East; and all of Township 49 South lying within Ranges 28 East, 29 East, 30 East, 31 East, 32 East, 33 East and 34 East of Collier County, Florida.

B. The Coastal Area Planning District, comprised of all the unincorporated areas of Collier County except those areas in the above-outlined Immokalee Area Planning District.

2. The Board hereby declares its intent to enact a Comprehensive Zoning Ordinance for the Coastal Area Planning District of Collier County pursuant to the provisions of Chapter 67-1246, Special Acts, Laws of Florida, 1967, or any other special act or general law which authorizes the adoption of a Comprehensive Zoning Ordinance.

3. All ordinances and resolutions declaring the Board's intent to utilize the provisions of any other law or act, authorizing the adoption of zoning ordinances, subdivision regulations or comprehensive plans, to the extent that such ordinances or resolutions are ineffective or insufficient as authorizing the adoption of the aforesaid plans, ordinances or regulations, are hereby repealed, otherwise to remain in full force and effect.

This Resolution adopted after motion, second and roll

call vote as follows:

Commissioner	Archer	motioned and aye
Commissioner	Brown	seconded and aye
Commissioner	Mitchell	aye
Commissioner	Wenzel	aye
Commissioner	Wimer	aye

DATED: May 4, 1976

ATTEST:
MARGARET T. SCOTT, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
O. R. "Russ" Wimer
Chairman

Approved as to form and legal sufficiency:

_____
Donald A. Pickworth
Collier County Attorney

417337

OFF. REC. 649 PAGE 1239

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA
MAY 6 2 57 PM '76
MARGARET I. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

A RESOLUTION PURSUANT TO CHAPTER 67-1246, LAWS OF FLORIDA, SPECIAL ACTS 1967, ESTABLISHING THE IMMOKALEE AREA PLANNING DISTRICT AND THE COASTAL AREA PLANNING DISTRICT, AND DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENACT A COMPREHENSIVE ZONING ORDINANCE FOR THE COASTAL AREA PLANNING DISTRICT OF COLLIER COUNTY PURSUANT TO THE PROVISIONS OF CHAPTER 67-1246, SPECIAL ACTS, LAWS OF FLORIDA 1967; REPEALING ALL PREVIOUS RESOLUTIONS IN CONFLICT THEREWITH.

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1. That two planning areas or districts be and the same hereby are established as follows:

A. The Immokalee Area Planning District comprised of all unincorporated areas within the following boundaries:

All of Township 46 South lying within Ranges 28 East, 29 East, and 30 East; all of Townships 47 South and 48 South lying within Ranges 27 East, 28 East, 29 East and 30 East; and all of Township 49 South lying within Ranges 28 East, 29 East, 30 East, 31 East, 32 East, 33 East and 34 East of Collier County, Florida.

B. The Coastal Area Planning District, comprised of all the unincorporated areas of Collier County except those areas in the above-outlined Immokalee Area Planning District.

2. The Board hereby declares its intent to enact a Comprehensive Zoning Ordinance for the Coastal Area Planning District of Collier County pursuant to the provisions of Chapter 67-1246, Special Acts, Laws of Florida, 1967, or any other special act or general law which authorizes the adoption of a Comprehensive Zoning Ordinance.

3. All ordinances and resolutions declaring the Board's intent to utilize the provisions of any other law or act, authorizing the adoption of zoning ordinances, subdivision regulations or comprehensive plans, to the extent that such ordinances or resolutions are ineffective or insufficient as authorizing the adoption of the aforesaid plans, ordinances or regulations, are hereby repealed, otherwise to remain in full force and effect.

This Resolution adopted after motion, second and roll

call vote as follows:

Commissioner	Archer	motioned and aye
Commissioner	Brown	seconded and aye
Commissioner	Mitchell	aye
Commissioner	Wenzel	aye
Commissioner	Wimer	aye

DATED: May 4, 1976

ATTEST:
MARGARET T. SCOTT, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
O. R. "Russ" Wimer
Chairman

Approved as to form and legal sufficiency:

_____
Donald A. Pickworth
Collier County Attorney

ORDINANCE [redacted]76-45

434163

OR BK. 664 PAGE [redacted]

AN ORDINANCE AMENDING COLLIER COUNTY ORDINANCE NO. 76-30 THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF THE COASTAL AREA PLANNING DISTRICT BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN PROPERTIES IN THE COASTAL AREA PLANNING DISTRICT TO VARIOUS ZONING CLASSIFICATIONS AS HEREINAFTER SHOWN AND PROVIDING AN EFFECTIVE DATE.

RECEIVED OCT 6 - 1976

WHEREAS, the Coastal Area Planning Commission petitioned the Board of County Commissioners of Collier County, Florida to change the Zoning Classification of the real property hereinafter described.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA:

SECTION ONE:

1. The Zoning Classification of the hereinbelow described real property is changed to various classifications and the Official Zoning Atlas as described in Ordinance No. 76-30 is hereby amended accordingly:

RECORDED OFFICIAL RECORD BOOK COLLIER COUNTY, FLORIDA

OCT 6 3 17 PM '76

MARGARET T. SCOTT CLERK OF CIRCUIT COURT COLLIER COUNTY, FLORIDA

To Rezone RM-1 to RM-1A

Lots 1-21, Block A, Palm River Estates Unit 4, Plat Book 8, Page 69 and 70

Lots 1-7, Block C, Poinciana Village Plat Book 8, Page 61

Lots 3-13, Block 15; Lots 5-14, Block 16, Naples South Subdivision

A portion of the SW ¼ of Section 16, Township 48 South, Range 25 East, Collier County, Florida, described as follows: From the center of said Section 16, run S 00°16'15" E, along the North-South quarter Section line of said Section 16 for 365.09 feet to the Point of Beginning; thence continue S 00°16'15" E, for 953.81 feet to the Northwest corner of the SW ¼ of the SW ¼ of said Section 16, thence S 88°27'20" W, for 120.00 feet, thence N 0°16'15" W, for 953.81 feet; thence N 88°27'20" E, for 120.00 feet to the Point of Beginning. Containing 2.628 acres.

FILED OCT 4 2 28 PM '76

To Rezone RS-4 to GRC

Lots 5, 6 & 7 of Block A; and Lots 5 & 6 of Block B, Myrtle Terrace Subdivision, Plat Book 4, Page 8.

To Rezone GRC to CI

West 340' of lot 29, Naples Grove and Truck Company Little Farms #2, Plat Book 2, Page 2

Lots 22-29, Rock Creek Pines, Unit #2, Plat Book 2, Page 86

To Rezone A to MHSD

Commencing at NE corner of Section 10, Township 51 South, Range 26 East, run West 1850', South 100' to Point of Beginning, South 415', East 460', North to South Bank of Henderson Creek, Westerly along Henderson Creek to P.O.B.

To Rezone I and I-ST to A and A-ST

All of Section 34, Township 48 South, Range 25 East, lying East of the Florida Power and Light Transmission Lines right-of-way. As recorded in Deed Book 30, Pages 30 and 31.

To Rezone MHSD to FVR

Lots 2A through 6A, Block B, Goodland Isles First Addition, and Lots 7 through 33, Block B, Goodland Isles.

To Rezone MHRP to MHSD

A parcel of land lying in Section 10, Township 51 South, Range 26 East, described as: Commending at the point of intersection of the East right-of-way line of SR 951 (Isles of Capri Road) and the North Section line of Section 10, Township 51 South, Range 26 East, run East 200 feet to P.O.B. Thence South to Henderson Creek, then Northeasterly along Henderson Creek to North section line, thence Westerly along North section line to P.O.B.

And a parcel of land lying in Section 3, Township 51 South, Range 26 East described as: Commencing at the intersection of East right-of-way line of SR 951 (Isles of Capri Road) and the South section line of Section 3, run Easterly 200' to P.O.B. thence North 920', thence East 650', thence South to Henderson Creek, thence Southwesterly along Henderson Creek to South section line, thence West along South section line to P.O.B.

To Rezone A-P.U. 8 to R.O.-P.U. 12

Lots 3,4,5 & 6 of Naples Improvement Company Little Farms as recorded in Plat Book 2, Page 1, excepting therefrom the Northerly 7.6 acres more or less as described in Deed Book 54, Page 464 and excepting the West 400 feet of said lots.

To Rezone RM-1 to RS-3, Golden Gate City

Lots 1-15, Block 280, Unit 3

Lots 1-27, Block 281, Unit 3

To Rezone RM-1 to RM-1A, North Naples Estates

Lots 17, 18, 19, 24, 25, 26 & 27, North Naples Estates

To Rezone RM-1 to RS-4

The North 715 feet of Lot 1, Naples Grove & Truck Company Little Farms #2, as recorded in Plat Book 1, Page 27

To Rezone A to RS-3

Lots 46 through 56, Block 591, All of Blocks 593 and 594, Unit 23, Marco Island Subdivision

To Rezone A to RS-4

All of Block 592 and Lots 1-45, Block 591, Unit 23, Marco Island Subdivision

To Remove ST From the Following Lands:

Commencing at the SE corner of Section 27, Township 48 South, Range 26 East, run Westerly 1070', along South Section line to P.O.B. North 450', West 250', North 580', East 120', North 110', East 1060', North 360', West 380', North 110', West 340', North 140', West 180', South 140', West 170', South 160', West 100', South 280', West 300', South 1170', East 570' to P.O.B.

And Commencing at SW corner of Section 27, Township 48 South, Range 26 East, run Easterly 1420' along South section to P.O.B., North 80', East 250', North 170', East 910', North 360', East 700', South 610', West along South section line to P.O.B.

And Commencing at NE corner of Section 34, Township 48 South, Range 26 East run Westerly 1440' along North section line to P.O.B., South 840', West 60', South 170', West 220', South 220', West 320', South 230', West 610', North 1060', West 550', South 630', West 370', South 180', West 580', North 1250', to section line then East on North section line to P.O.B.

And Commencing at NE corner of Section 8, Township 48 South, Range 25 East, run South 750', West 50' to P.O.B. South 460', West 620', South 130', West 420', South 260', East 370', South 470', West 760', North 1010', East 960', North 300', East 500', to P.O.B.

And Commencing at SW corner of Section 8, Township 48 South, Range 26 East, run Northerly 960', along West section line to P.O.B. East 340', North 1240', West 340', South 1240', along West section line to P.O.B.

And Commencing at SE corner of Section 13, Township 48 South, Range 26 East, run Westerly 750' along South section line to P.O.B. Run North 520', West 80', North 200', West 100', North 260', West 100', North 400', West 100', North 300', West 400', South 500', West 240', South 640', East 340', South 500', East 720', along South section line to P.O.B.

And Commencing at NE corner of Section 25, Township 48 South, Range 26 East, run Southerly 50' along East section line to P.O.B. South 2400', along East section line, West 140', South 730', West 200', South 240', West 660', North 460', West 140', North 440', West 110', North 140', West 180', South 590', West 360', North 460', West 290', North 160', West 170', North 740', West 220', North 380', West 640', South 120', West 170', South 140', West 560', North 1320', East 1860', South 720', East 400', North 720', East 1560' to P.O.B.

And Commencing at SE Corner of Section 12, Township 49 South, Range 25 East, run West 630' to P.O.B. North 1030', West 390', South 870', West 310', South 150', East 690', to P.O.B.

To Be Placed in ST

Commencing at SE corner of Section 12, Township 49 South, Range 25 East, run West 850', North 100' to P.O.B. Thence North 30°East 140', North 650', West 200', South 400', South 30°West 120', South 290', East to P.O.B.

SECTION TWO:

This Ordinance shall become effective upon receipt of notice that it has been filed with the Secretary of State.

DATE: September 28, 1976

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

ATTEST:
MARGARET T. SCOTT, CLERK

BY: DAVID C. BROWN, CHAIRMAN

APPROVED AS TO FORM AND LEGALITY

Wilson A. Fickenorth, County Attorney

This ordinance filed with the Secretary of State's office the 4th of October, 1976 and acknowledgment of that filing received this 6th day of October, 1976.

By [illegible] County Clerk

417337

OFF. REC. 649 PAGE 1239

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA
MAY 6 2 57 PM '76
MARGARET L. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

A RESOLUTION PURSUANT TO CHAPTER 67-1246, LAWS OF FLORIDA, SPECIAL ACTS 1967, ESTABLISHING THE IMMOKALEE AREA PLANNING DISTRICT AND THE COASTAL AREA PLANNING DISTRICT, AND DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENACT A COMPREHENSIVE ZONING ORDINANCE FOR THE COASTAL AREA PLANNING DISTRICT OF COLLIER COUNTY PURSUANT TO THE PROVISIONS OF CHAPTER 67-1246, SPECIAL ACTS, LAWS OF FLORIDA 1967; REPEALING ALL PREVIOUS RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, Chapter 67-1246, Special Acts, Laws of Florida 1967, authorizes the Board of County Commissioners to establish planning commissions and districts and to enact zoning regulations for said districts, and

WHEREAS, by Resolution dated August 13, 1968 the Board of County Commissioners has established the Immokalee Planning Area and the Coastal Planning Area, which areas comprise certain lands more particularly described in said Resolution, and

WHEREAS, the Board of County Commissioners now desires to reaffirm said Resolution creating said planning areas and to establish the boundaries of said planning areas.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA as follows:

1. That two planning areas or districts be and the same hereby are established as follows:

A. The Immokalee Area Planning District comprised of all unincorporated areas within the following boundaries:

All of Township 46 South lying within Ranges 28 East, 29 East, and 30 East; all of Townships 47 South and 48 South lying within Ranges 27 East, 28 East, 29 East and 30 East; and all of Township 49 South lying within Ranges 28 East, 29 East, 30 East, 31 East, 32 East, 33 East and 34 East of Collier County, Florida.

B. The Coastal Area Planning District, comprised of all the unincorporated areas of Collier County except those areas in the above-outlined Immokalee Area Planning District.

2. The Board hereby declares its intent to enact a Comprehensive Zoning Ordinance for the Coastal Area Planning District of Collier County pursuant to the provisions of Chapter 67-1246, Special Acts, Laws of Florida, 1967, or any other special act or general law which authorizes the adoption of a Comprehensive Zoning Ordinance.

3. All ordinances and resolutions declaring the Board's intent to utilize the provisions of any other law or act, authorizing the adoption of zoning ordinances, subdivision regulations or comprehensive plans, to the extent that such ordinances or resolutions are ineffective or insufficient as authorizing the adoption of the aforesaid plans, ordinances or regulations, are hereby repealed, otherwise to remain in full force and effect.

This Resolution adopted after motion, second and roll

call vote as follows:

Commissioner	Archer	motioned and aye
Commissioner	Brown	seconded and aye
Commissioner	Mitchell	aye
Commissioner	Wenzel	aye
Commissioner	Wimer	aye

DATED: May 4, 1976

ATTEST:
MARGARET T. SCOTT, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
O. R. "Russ" Wimer
Chairman

Approved as to form and legal sufficiency:

_____
Donald A. Pickworth
Collier County Attorney

.01231989 1988 NOV 28 AM 10:12 001397 OR BOOK 000043 PAGE

COLLIER COUNTY RECORDED

RWO/SIO/TWO/ER RWO 4758-ER7-540

Sec. 27, Twp. 49 S, Rge. 26 E

REC 13.00
PRM 20.00
DOC .55
INT
IND

Prepared by: Joseph S. Boggs
for FPL
Naples, Fl. 33940

EASEMENT

Form 3722A (Stocked) Rev. 2/86

PAGE 1 of 3

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

As described on the attached Exhibit A and located on the sketch attached as Exhibit B.

In the event Florida Power and Light Company abandons or discontinues the use of this easement, then the easement shall terminate and any interests in the property shall become vested in the underlying fee simple title owner of the property.

Received $ .55 Documentary Stamp Tax
Received $ N/A Class "C" Intangible
Personal Property Tax
COLLIER COUNTY CLERK OF COURTS
BY Dale Cravey D.C

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 29 AUGUST, 1988.

ROBERT VOCISANO AND MARIO VOCISANO, A FLORIDA GENERAL PARTNERSHIP KNOWN AS GOLDEN GATE INN

Signed, sealed and delivered in the presence of:

Susan H. Shelton By: [signature] (Seal)
ROBERT VOCISANO, GENERAL PARTNER

J. E. Lousano By: [signature] (Seal)
MARIO VOCISANO, GENERAL PARTNER

STATE OF Florida AND COUNTY OF Collier

The foregoing instrument was acknowledged before me this 29 August day of August, 1988, by Robert Vocisano and Mario Vocisano

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. [illegible]
BONDED THRU [illegible]

Susan M. Laughlin
Notary Public, State of Florida

BGA
ENGINEERS • LAND SURVEYORS

DESCRIPTION OF A 10 FOOT WIDE FPL EASEMENT

A 10 foot wide easement lying 5 feet on each side of the following described centerline:

Commencing at the northeast corner of Tract "A", Golden Gate Unit No. 1, as recorded in Plat Book 5, Pages 60 through 64 inclusive, of the Public Records of Collier County, Florida; thence along the east line of said Tract "A" and the westerly right-of-way line of County Road 951, S 0°03'32"W 392.62 feet for a Place of Beginning:

Thence S 87°43'34"W 166.72 feet to the east line of Block 1 of said Golden Gate Unit 1; thence continuing S 87°43'34"W 20.00 feet for a Place of Termination.

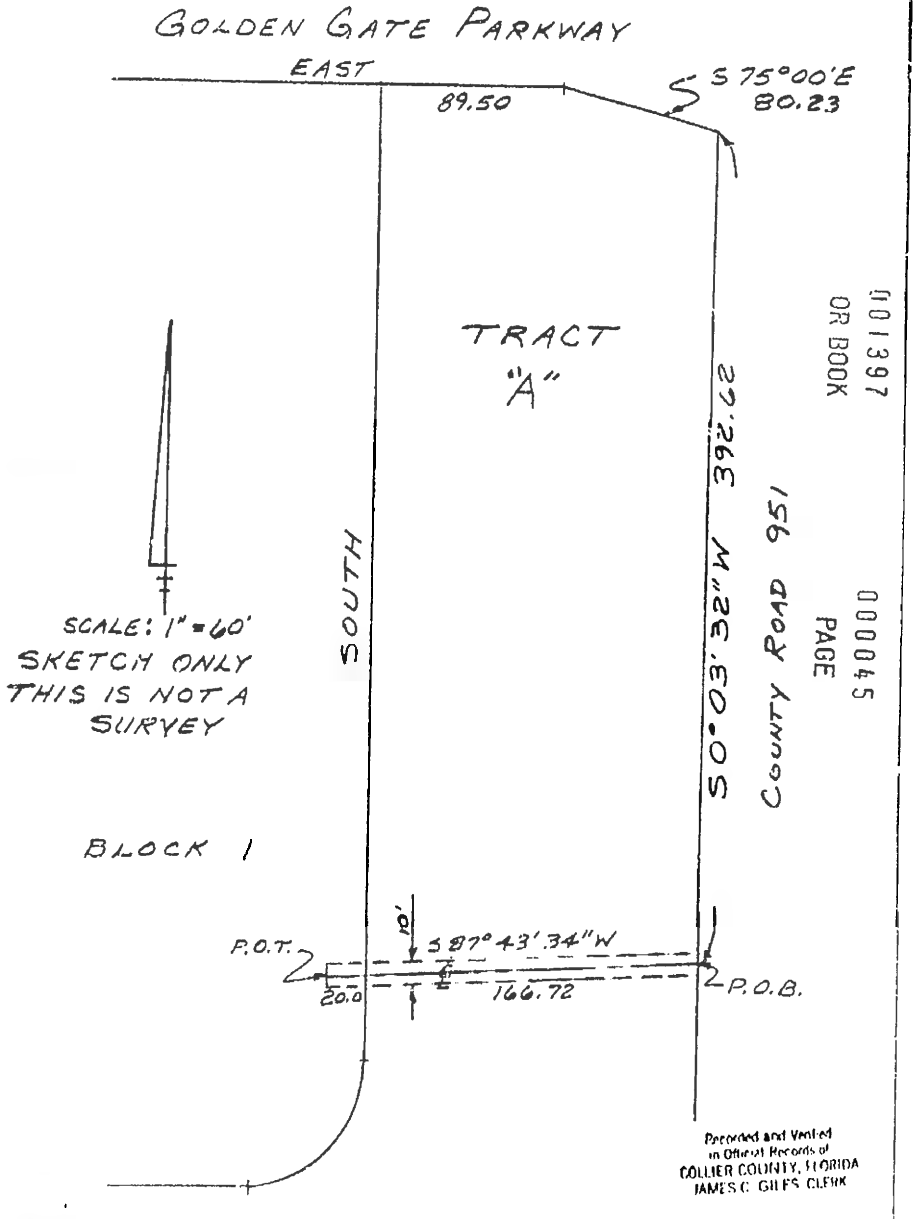
Sidelines of said easement to be extended or shortened to meet at angle points.

Bearings are based on those shown in said Plat Book 5, Pages 60 through 64, inclusive.

BRUCE GREEN & ASSOCIATES, INC.

Joseph S. Boggs, P.L.S. #3516

EXHIBIT B



QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 25th day of February, 1985, by and between DOMENIC D'AGOSTINO, MARIO VOCISANO, SALVATORE FORLANI, AND ROBERT VOCISANO, A FLORIDA GENERAL PARTNERSHIP (First Party), to AVATAR UTILITIES, INC. OF FLORIDA, A DELAWARE CORPORATION (Second Party), whose address is

C 17.00
M
P

(Wherever used herein, the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the said First Party, for and in consideration of the sum of $10.00 in hand paid by the said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said First Party has in and to the following described lot, piece or parcel or land, situate, lying and being in the County of Collier, State of Florida, to-wit:

See attached Exhibit A for legal description

TOGETHER with easements set forth in Exhibit B.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behalf of the said Second Party forever.

IN WITNESS WHEREOF, the said First Party has signed and sealed these presents, the day and year first above written.

DOMENIC D'AGOSTINO, MARIO VOCISANO, SALVATORE FORLANI, AND ROBERT VOCISANO, A FLORIDA GENERAL PARTNERSHIP

Witness

By _____
Domenic D'Agostino, General Partner, with full authority to bind the partnership

Witness

Received $ 45
Documentary Stamp Tax
Collier County, Florida
William J. Roegen, Clerk
by _____ D.C.

AVATAR
[illegible]
[illegible]
[illegible]

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DOMENIC D'AGOSTINO, General Partner of Domenic D'Agostino, Mario Vocisano, Salvatore Forleni, and Robert Vocisano, a Florida General Partnership, with full authority to bind the partnership, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the State and County aforesaid, this 25 day of February, 1985.

Notary Public, State of Florida

My Commission Expires:
November 28, 1988

This instrument was prepared from information furnished by the parties without benefit of legal opinion or title examination by:

MICHAEL J. VOLPE, ESQUIRE
Monaco, Cardillo, Keith & Volpe
3550 South Tamiami Trail
Naples, Florida 33962

Revised
2/12/85

OR BOOK 1811

PAGE 1232

EXHIBIT "A"

A parcel of land in Collier County, Florida, being a part of the plat of Tract A of Golden Gate Unit 8, Part II, as recorded in Plat Book 9 at page 111 of the Public Records of Collier County, Florida being more particularly described as follows:

Commencing at the northwest corner of Tract A, run South along the west line of said Tract A a distance of 1334.27 Feet; thence run East 336.31 feet to the Point of Beginning of the herein described parcel.

From said Point of Beginning run N 89°54'21" E a distance of 131.15 Feet; thence run N 00°09'03" E a distance of 75.04 feet; thence run N 23°43'43" E a distance of 104.18 feet; thence run N 47°07'42" W a distance of 196.55 feet; thence run S 89°44'56" W a distance of 184.50 feet; thence run S 50°09'46" W a distance of 14.20 feet; thence run S 11°04'09" W a distance of 113.36 feet; thence run S 03°45'30" W a distance of 183.92 feet to the Point of Beginning.

EXHIBIT B

OR BOOK 1611 PAGE 1130

UTILITY EASEMENT

An easement for utility lines 30 feet in width, being 15 feet equally on each side of the center line thereof, more particularly described as follows:

> Said line commencing at the Northeast corner of Tract B of Unit 1 of Golden Gate Subdivision, recorded in Plat Book 5, at Page 61 of the Public Records of Collier County, Florida, and thence running West 88.15 feet to the Point of Beginning and the center line of the easement herein described; thence run South 0° 02' 44" East for a distance of 1029.80 feet to a point; said point being the Southerly termination of the easement herein described.

UTILITY EASEMENT

An easement for utility lines located in Tract A of Golden Gate Unit 8, Part 2, according to the Plat thereof, recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida more particularly described as follows:

> A strip of land 30 feet in width, being 15 feet equally on each side of the center line thereof, and such easement commencing at the Southeast corner of Lot 14, Block 281 of said Unit 8, Part 2 of Golden Gate Subdivision; and thence running South 84° 19' 21" East along said easement center line for a distance of 348.51 feet to the point of Easterly termination of said 30 foot easement heretofore described.

REC 12.00
PRM 2.50
DOC ____
INT ____
IND ____

1989 JUN -1 AM 11:59
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COLLIER COUNTY

OR BOOK 001445
PAGE 000573

DECLARATION OF RESTRICTIONS

This Declaration is made this 23rd day of March 1989, 1989 by ROBERT VOCISANO and MARIO VOCISANO, A FLORIDA GENERAL PARTNERSHIP KNOWN AS GOLDEN GATE INN (the "Owners").

BACKGROUND

A. The Owners own fee simple title to the real property in Collier County, Florida, sometimes referred to as Golden Gate Inn, a portion of which is described on the attached Exhibit "A" (the "Parking Parcel").

B. The Owners desire to limit the use of the Parking Parcel to parking for Owners, its assigns, guests, employees, tenants, invitees and any person using the real property owned by Owners, known as the Golden Gate Inn.

AGREEMENT

NOW, THEREFORE, the Owners, by this document declare the Parking Parcel shall be held, sold, and conveyed subject to the following restrictions. These covenants shall run with the land and the benefit and burden of them shall be binding on all parties, whether grantees, mortgagees, designees, heirs, personal representatives, successors or assigns, or any other person, right, title or interest, present or future in the described property or any part or portion of it.

1. The Parking Parcel shall be perpetually restricted and reserved for use as a parking area.

2. The parking for the Parking Parcel shall be for the then existing uses of the adjacent parcel of property currently owned by Owners and commonly known as the Golden Gate Inn, or its successors, assigns, grantees, or invitees.

3. The restrictions set out above may be terminated by an instrument executed by the fee simple title holder of the Parking Parcel and consented to by the Board of County Commissioners of Collier County, Florida.

IN WITNESS WHEREOF, ROBERT VOCISANO and MARIO VOCISANO, A FLORIDA GENERAL PARTNERSHIP KNOWN AS GOLDEN GATE INN caused these declarations to be signed the day and year first above written.

Witnesses:

ROBERT VOCISANO and MARIO VOCISANO, A FLORIDA GENERAL PARTNERSHIP KNOWN AS GOLDEN GATE INN

Louise Wilson
Bonnie Chittim

By: Robert Vocisano
ROBERT VOCISANO,
General Partner

Michelle Lalonde
Karen Wilson

By: Mario Vocisano
MARIO VOCISANO,
General Partner

→ County Attorney's Office #840

STATE OF Florida
COUNTY OF Collier

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the state and county above-named to take acknowledgments, personally appeared ROBERT VOCISANO and MARIO VOCISANO, to me known to be the person(s) described in and who executed the foregoing Declaration and acknowledged before me that said person(s) executed that Declaration.

WITNESS my hand and official seal in the county and state last aforesaid this 23rd day of March, 1989.

Kerri M. Durkin
Notary Public

(SEAL)

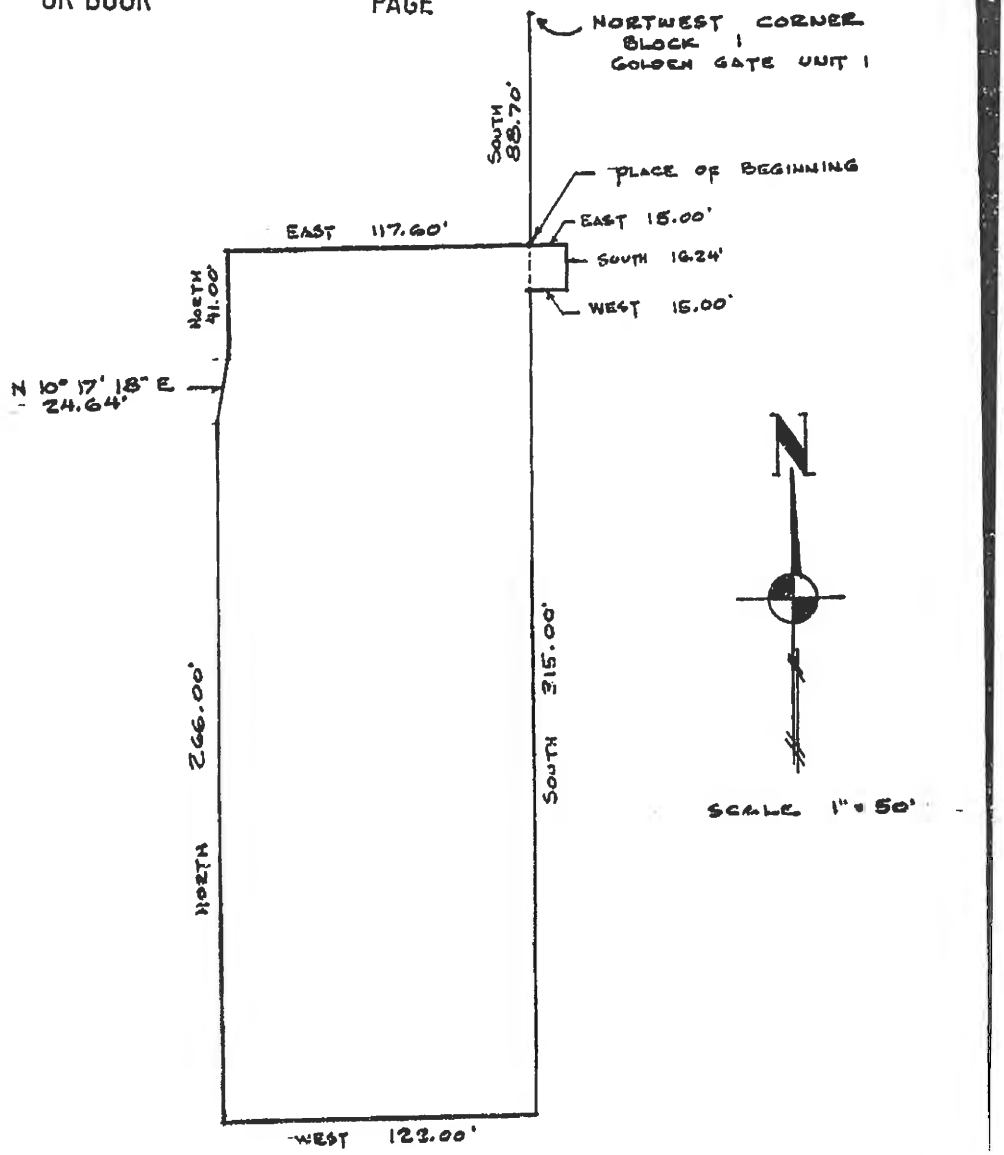
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 27,1989
BONDED THRU GENERAL INS. UND.

JTC/vab7810

001445
OR BOOK

000575
PAGE



SKETCH ONLY
THIS IS NOT A SURVEY

BRUCE GREEN & ASSOCIATES, INC.
3-13-80

BGA
ENGINEERS • LAND SURVEYORS

DESCRIPTION OF A PORTION

OF BLOCK 1 AND TRACT "A"

GOLDEN GATE UNIT NO. 1

Commencing at the Northwest corner of Block 1, Golden Gate Unit No. 1 as recorded in Plat Book 5, Pages 60 through 64 inclusive, of the Public Records of Collier County, Florida; Thence along the West line of said Block 1, South 88.70 feet for a Place of Beginning:

Thence East 15.00 feet; thence South 16.24 feet; thence West 15.00 feet to the West line of said Block 1; thence along the West line of said Block 1, South 315.00 feet; thence West 122.00 feet; thence North 266.00 feet; thence North 10°17'18" East 24.64 feet; thence North 41.00 feet; thence East 117.60 feet to the Place of Beginning.

Parcel contains 0.93 acres more or less. Bearings are based on those shown in said Plat Book 5, Pages 60-64.

BRUCE GREEN & ASSOCIATES, INC.

FL. REG. 3516 P.L.S.

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK

BRUCE GREEN AND ASSOCIATES, INC.
SUITE 203 • 600 FIFTH AVENUE SOUTH • NAPLES, FLORIDA 33940-6673 • (813) 262-7525

01385114

COLLIER COUNTY

1990 MAY 30 AM 10:13

RECORDED

FCD-GG
agmts
avatar

REC 33.00
PRM 4.50
DOC
INT
IND

OR BOOK 001532

PAGE 001128

AGREEMENT

THIS AGREEMENT made this 3rd day of April, 1990 between the Golden Gate Fire and Rescue District (hereinafter referred to as the "District") and Collier County, a political subdivision of the State of Florida (hereinafter referred to as the "County").

WHEREAS, County has acquired 1,061.5 acres, (hereinafter referred to as "Property"), from Avatar Properties Inc. f/k/a/ GAC Properties, Inc. in accordance with the November 15, 1983 Agreement, (hereinafter referred to as the "1983 Agreement"); and

WHEREAS, the Property deeded to the County and/or the monetary proceeds acquired from the subsequent sale of said Property are to be used to provide governmental facilities within and for the geographical area known as Golden Gate Estates; and

WHEREAS, the County currently has funds derived from the use and/or sale of a portion of the above-described Property; and

WHEREAS, the County has determined that a disbursement of a portion of said funds to the District is in accordance with the provisions and the intent of the 1983 Agreement and accomplishes the purposes of said Agreement by providing equipment for fire protection to the residents of the Golden Gate Estates area ("Primary Purpose");

NOW THEREFORE, in consideration of the above premises which are incorporated within and made part of this Agreement and in further consideration of the mutual covenants set forth below, and other good and valuable consideration, acknowledged by the parties to be sufficient, just and adequate, the parties hereto do agree as follows:

1. The County hereby agrees to provide 50% or a maximum of One Hundred Thousand Dollars ($100,000.00) of the total Funds

Return to Clerk to Board Mr. Mike 8406

to be expended by the District for purposes hereinafter stated, (hereinafter referred to as the "Funds") to the District, in accordance with the terms and conditions of this Agreement, said Funds to be used solely for the purchase of a fire (pumper) truck (hereinafter referred to as the "Firetruck") currently identified by the District to be one (1) Pierce Custom Triple Combination Pumper Truck, 1000 GPM with a 1000 gallon tank, (more particularly described in Exhibit "A", attached hereto and a made a part hereof), at a proposed total cost of $200,000.00.

2. The District agrees and warrants that the Firetruck purchased with the Funds shall be in accordance with the Primary Purpose and shall be based and stationed at a fire station located at 100 13th Street, S.W., (near the corner of Golden Gate Boulevard and 13th Street S.W.), said Fire Station being located within Golden Gate Estates.

3. The District hereby agrees that the purchase of the Firetruck has been or shall be in accordance with all applicable bidding or other requirements for the procurement of property and services as set forth in Chapter 287, Florida Statutes, and such other statutory provisions as may apply.

4. Payment of the Funds to the District for the Firetruck shall be in accordance with the following procedure:

(1) After delivery of the Firetruck to the District, the District shall deliver to the Real Property Management Director, with copy to the County Manager:

(a) The final invoice for the Firetruck; and

(b) A letter from the District, signed by the Chairperson, stating that the Firetruck has been received and accepted in good order and directing the County to pay directly to the vendor, on behalf of the District, the invoice up to 50% or a maximum amount of $100,000 of those Funds needed for purposes specified in paragraph 1.

(2) Within ten (10) days after receipt and approval of the above-described documents, a County warrant for final payment shall be prepared and made payable to the vendor and shall be forwarded directly to the vendor.

5. The District covenants and agrees that upon the payment of all or any portion from the Funds in accordance with the obligation contained in this Agreement it shall be the obligation of the District to pay the remaining balance and complete the purchase of a Firetruck of the type provided in paragraph 1 of this Agreement. In the event that the Funds committed by the County in this Agreement are insufficient to pay all costs associated with the purchase and delivery of the Firetruck, the District agrees to take all possible or necessary actions to obtain any and all moneys necessary to assure that the Firetruck is purchased and delivered. Further, the District agrees to take all possible or necessary actions and expend any and all moneys necessary to assure that the Firetruck is properly equipped, housed and maintained at the permanent fire station described in paragraph 2 of this Agreement. In the event that the Firetruck is not purchased by the District, it is understood and agreed by the parties that the District shall refund or repay to the County, within ten (10) days, any portion of the Funds which have been provided to the District pursuant to the provisions of the 1983 Agreement if such Funds are not used for the purpose as set forth in this Agreement.

6. The District agrees to obtain and maintain insurance coverage in an amount sufficient to provide for full repair and/or replacement of the Firetruck in the event the Firetruck is damaged or destroyed.

7. The District covenants and agrees that this Agreement is solely between the County and the District and, although the County may pay directly to the vendor all or a portion of the Funds on behalf of the District, the County shall have no direct or indirect liability to the vendor of the Firetruck or any other third party resulting from this Agreement.

8. District agrees to protect, defend, indemnify and hold the County harmless from any and all claims, actions, causes of action or liabilities arising from or in any way connected with the use of the Funds or the selection, purchase, delivery or use of the Firetruck by the District, its agents, employees, or any way related to the Firetruck by the District, its agents, employees or any third party.

9. The District understands and agrees that the Funds to be provided to the District in accordance with the terms of this Agreement have been derived from and are being provided solely from the sale and/or use of a portion of the Property conveyed to the County pursuant to the 1983 Agreement and that such Funds are currently in County Fund 605-122390 (The GAC Trust Land Sales Fund). The District further understands and agrees that no ad valorem taxes or revenues or moneys from other sources have been committed or will be committed by the Board for the purposes set forth in this Agreement.

10. The District agrees that following purchase, and at all times thereafter, the Firetruck shall be used primarily for fire protection within the geographical area commonly known as "Golden Gate Estates". This Agreement is not intended, however, to preclude the use of the Firetruck within non-estates areas of the District so long as the primary use is for fire protection for Golden Gate Estates.

In the event that the Firetruck ceases to be based at the fire station as described in paragraph 2, or if the Firetruck ceases to be used in accordance with the Primary Purpose as defined in the recitals, the District agrees that the District shall pay to the County, within thirty (30) days, an amount equal to the fair market value of the Firetruck.

IN WITNESS WHEREOF, District and County have caused this Agreement to be duly executed on the day and year first above written.

ATTEST:
JAMES C. GILES, Clerk

By: _____, D.C.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
MAX A. HASSE, JR., Chairman

ATTEST:

_____, Secretary

GOLDEN GATE FIRE AND RESCUE DISTRICT

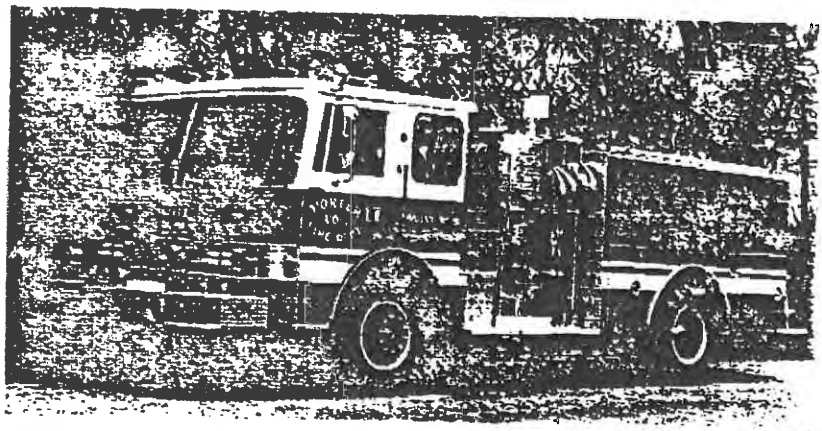
By: _____, Chairperson

Approved as to form and legal sufficiency:

_____
Dennis P. Cronin 5-21-90
Assistant County Attorney

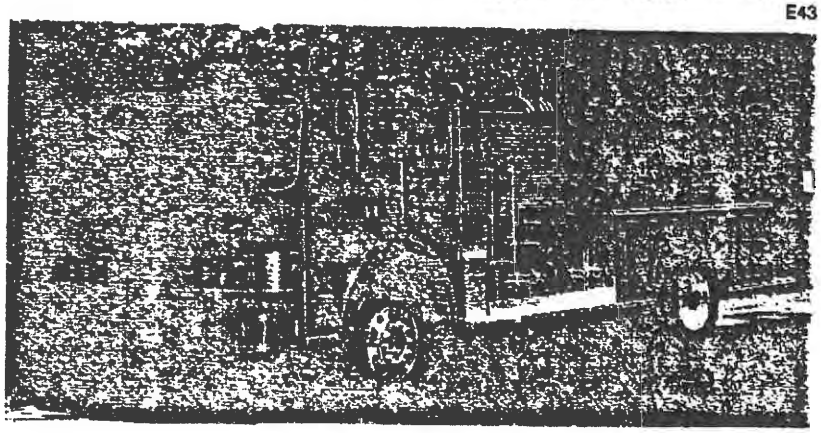
EXHIBIT "A" (page 1 of 3)

- All aluminum cab construction
- Extended bumper with front suction
- Short wheelbase for greater maneuverability
- Side or top mount pump panel
- Color coded outlet nameplates
- Stainless steel fender crowns



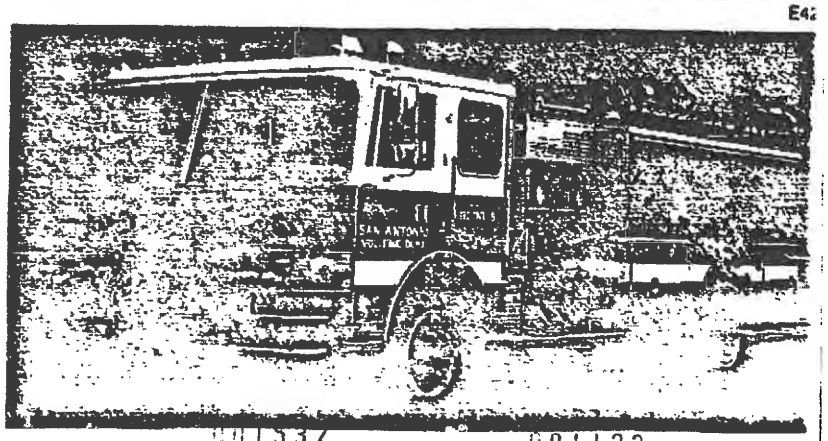
E43

- Cab access step inside — out of weather
- 48,000 BTU heater
- Mud and snow rear tires
- Gold leaf or gold star lettering and striping
- Flush fitting cab doors with full length stainless steel piano hinges
- Speedlay or crosslay hosebeds



E42

- Cab and full height canopy entrance handrails made of stainless steel
- Full front and rear circular fender inner liners
- Polyurethane paint finish
- Waterous single or two stage midship pump



E4

*Specifications, descriptions and illustrations in this literature are as accurate as known at the time of publication, but are subject to change without notice. Illustrations may

— SPECIFICATIONS —

EXHIBIT "A" (page 2 of 3)

D-8000 CHASSIS — Std. Specifications

AXLES
Front — 14,600# Rockwell FD-941
Rear — 24,000# Rockwell RS-24-180
GVW — 38,400 Wheelbase — 156"

BRAKES
Full air meeting current FMVSS-121
18.1 CFM air compressor — Midland EL-1600. Three air reservoirs — one 830 cu. in. & two 1464 cu. in. 16½" x 5" cam type front and 16½" x 7" cam type rear. Spring set parking brake. Heated auto. moisture ejector. B-W AD-4 dryer.

CAB
Curved style five man cab/canopy with hydraulic lift. All aluminum construction — 1/8" sheet with fabricated or extrusion framing. Front fender liners. Stainless steel front fenders, stainless steel grill and bumper. Cab entrance handrails & full height canopy entrance handrails. Deluxe Ramco mirrors. Black interior with cab and canopy headliner. Bostrum air ride drivers seat & bench type passenger seat for two. Five sets of seat belts, 3 point for driver and officer. Electric wipers. 48,000 BTU heater. Automatic cab dome light (1), courtesy lights (2), map lights (2), canopy dome lights (2), step lights (2). Electrical componentry compartment. Hinged dash panel with engine oil, temperature, tachometer, voltmeter, duo air pressure gauge, transmission temperature gauge & speedometer. Warning lights and buzzer for engine, transmission and air pressure gauge. Halogen headlights & arrow type front directional lights. I.C.C. identification lights.

COOLING SYSTEM
714 frontal area. 49.5 quart capacity minimum.
Low fluid indicator light.

DRIVE LINES
Spicer #1700 series

ELECTRICAL
Lasco Neville-145 amp alternator. Dual starting system with two 12 volt 225 amp batteries. Cole-Hersee M-705 switch.

ENGINE
Caterpillar 3208T-Turbocharged, 260 HP @ 2600 RPM. 10.4 L displacement, 640 lb./ft. torque @ 1400 RPM. 5 year engine warranty.

FRAME
10.12 x 3.5 x .375 heat treated bowed channel — 110,000 PSI yield — S.M. 17 41 — RBM 1,915,540 per rail. Front chromed tow hooks.

SUSPENSION
Semi-elliptical front and rear springs. 3.5" x 51" 10 leaf front & 3" x 50" 15 leaf rear with 6 leaf auxiliary. 14,400# capacity front & 27,000# rear.

FUEL
65 gal. fuel tank, rear mounted.

STEERING
Ross HFB integral H.D. power steering 20" diameter steering wheel.

TIRES & WHEELS
12R22.5 16-ply front & rear. Highway tread front, mud & snow rear. Michelin make. Disc wheels

TRANSMISSION
Allison MT-643 4 speed automatic. 4th gear lockup.

BODY, PUMP & EQUIPMENT

PUMP
Type — Waterous dependable CM series two stage centrifugal. Single stage optional. Midship mounted. Automatic adjustable pressure relief valve.
Capacity — Class A rating @ 10 foot lift — 2000 ft. altitude 100% cap. 150 PSI 100% cap. 165 PSI 70% cap. 200 PSI 50% cap. 250 PSI.
Construction — Two piece, bronze fitted, high tensile, close grained gray iron. Stainless steel impeller shaft fully supported by ball bearings. Easily adjustable Graloil packing.
Transmission — Gray iron housing. Chain drive. Drive shafts fully ball bearing supported. Electric pump shift with indicator light on pump panel and dash.
Primer — Waterous electric rotary type; automatically lubricated, large oil reservoir,
Piping — All 2½" and larger of heavy duty galvanized. Flexible couplings provided.

PUMP PLUMBING
Discharge — 2½" NST male with push-pull locking ball valve, cap and chain — one 2½" discharge for each 250 GPM capacity of pump.
One 1" pump to tank refill line and pump cooling line. One — auxiliary cooler line. All discharges controlled from operators panel.
Suction — NST large (5" 1500 GPM) or (1250-2000 GPM) inlet each side with strainer and ring handle cap. One — 2½" NST female swivel with locking ball valve, strainer, plug. — operators panel. One — 3" gated tank to pump line, operators panel controlled

OPERATORS PANEL
Panel on drivers side, removable scratch and glare resistant black vinyl panels each side. Panel includes
Gauges — 8" dia. main pump pressure and vacuum. 3½" dia. individual gauge for each 2½" discharge. All gauges are compound type
Engine tachometer, temperature, and oil pressure gauges
Controls — Relief valve, transfer valve, primer, vernier engine throttle
Accessories — UL speed counter and test outlets. Manifold drain

BODY
Construction — Welded heavy gauge GALVANNEAL steel (aluminum available) Aluminum treadplate: spaced out running boards; rear step, top of side compartments. Side compartment assemblies removable. Folding step with scuffplate at front of each side compartment. Two aluminum treadplate corner steps at rear. Full body with "hall step" across top of rear compartment. All vertical faces of rear body covered with aluminum treadplate. Full circular rear wheel innerliners
Compartments — Enclosed equipment compartments are automatically lighted and weather proofed by rubber seals. Doors are double panel with polished stainless steel piano hinges and stainless steel recessed D-ring handle E206 latches. Drip protection over all compartment openings. Smooth steel, flush bottom, sweep-out compartment floors. Five enclosed equipment compartments — two each side, one rear with positive door holders.
Hose Bed — Removable ALUMINUM grating. Capacity 1500 ft. of 2½" and 400 feet of 1½" hose. One partition — adjustable.
Handrails — Two stainless steel vertical and one horizontal at rear of body

BOOSTER EQUIPMENT
Hose Reel — One electric rewind hose reel with capacity for 225 ft. of 1" hose. Located over pump in recessed open compartment. Preconnected to pump.
Hose Rollers — Stainless steel roller with aluminum guides each side of reel.
Booster Hose — Two 100 ft. lengths of 1" 800# working pressure.
Booster Nozzle — Elkhart 1" B-200 mounted
Tank
Capacity — 500, 750 U.S. gallons (1000 gal w/178" wheelbase)
Construction — 10 gauge welded steel. Interior of tank shot blasted, then coated with Pierce GUARDIAN II epoxy. Anode protected. Fully baffled and equipped with removable cover. Tank sump. 10 YEAR WARRANTY.
Fill — Large fill tower at forward end of hose bed equipped with hinged cover, 4" combination overflow vent; screen.

BODY ELECTRICAL SYSTEM
Combination stop, turn and tail — Arrow type
Two inside cab controlled spotlights
Two rear hose bed pickup lights
Three (3) pump panel lights with shield
Automatic compartment lights with indicator light in cab
Running board & rear step worklights
Automatic backup lights with audible alarm
Switch panel in cab with master and individual switches — circuit breaker protected. Indicator light integral with switches.
Warnings Devices
One electronic siren w/100 watt speaker
One lightbar on cab roof

FIRE FIGHTING EQUIPMENT
Ground Ladders — Duo Safety aluminum — One 14 ft. roof with folding hooks — 775A. One 24 ft. two section extension — 900A. Ladders mounted on right side with adjustable brackets.
Pike Pole — One 10 ft. with wood handle in chrome plated tulip clips
Suction Hose — Two 10 ft. lengths of hard suction with pin-lug male and long handle female swivel couplings. Mounted left side with adjustable brackets
Suction Adapters — Two-one large pump inlet x large hydrant and one large pump inlet x 2½". Both double female swivel. NST Mounting bases provided loose.
Other Equipment — (shipped loose with mounting brackets)
Two 6 ft. dept. axes. Two 6 volt electric hand lights. One 2½ gal. pressurized water extinguisher. One 20# ABC dry chemical extinguisher. One chrome plated barrel strainer. Touch-up paint.

FINISH
Body and chassis finished with polyurethane paint. Painting process includes washing and phosphatizing under pressure, primer coats, and finish coat. Wheels, lights, trim, doors and other demountable items removed and painted separately. Interior of double panel compartment doors are undercoated. Gold leaf lettering provided

	Dash D-8000	Ford C-8000
1. Gross Vehicle Weight	38,400 lb.	35,000 lb.
2. Front axle rating	14,600 lb.	12,000 lb.
3. Rear axle rating	24,000 lb.	23,000 lb.
4. Front brake size	16½" x 5"	15½" x 4"
5. Air compressor	16.1 CFM	12 CFM
6. Front brake chambers	30 sq. in.	16 sq. in.
7. Rear brake chambers	36 sq. in.	30 sq. in.
8. Driver seat	Air ride (6-way adj.)	Bench (2-way adj.)
9. Heater/defroster	48,000 BTU	22,000 BTU
10. Interior padding	All-headliner, doors, dash	None
11. Cab metal	1/8" aluminum	18-21 gauge steel
12. Instrument panel	Hinged	Fixed
13. Alternator	145 amp	130 amp
14. Electrical components	In-dash (diagram/coding plate)	Under dash (no dia. code)
15. Bumper	Stainless steel	Extra-Chrome
16. Frame-size	10-1/8" x 3½" x 3/8" thick	9¾" x 3½" x ¼" thick
17. Frame - PSI	110,000	36,000
18. Frame - RBM	1,915,678	783,000
19. Frame - Warranty	LIFETIME	1 year
20. Steering	Ross HFB-70 (heavy duty)	Ross 504 (med. duty)
21. Suspension - front	14,400 lb.	12,000 lb.
22. Suspension - rear	27,000 lb.	23,000 lb.
23. Dual battery system	Std.	Extra
24. Stainless steel fenders	Std.	Extra
25. Bright finish grille	Std.-Stainless	Extra-Chrome
26. Hydraulic cab tilt	Std.	Extra
27. 65 gal. fuel tank	Std.	Extra
28. Auto. trans. lock-up	Std.	Extra
29. B-W AD4 air dryer	Std.	Extra
30. Two (2) cab courtesy lites	Std.	Extra
31. Two (2) eng. compt. lts.	Std.	Extra
32. Alum. treadplate cab floor	Std.	N/A
33. Frt. fender innerliners	Std.	N/A
34. Halogen headlights	Std.	N/A
35. Transmission temp gauge	Std.	N/A
36. Ramco mirrors	Std.	N/A
37. Wheelbase	Variable	6" Inclements
38. Engine warning lights	Std.	Optional
39. Engine warning buzzer	Std.	N/A
40. Map lights	Std.	N/A
41. Crew cab	Std.	Additional
42. Stainless steel cab entrance handrails	Std.	Additional
43. Automoisture ejector	Heated	Non Heated

A custom built chassis designed specifically for the fire service.
Designed as one unit.
Single source warranty.

1966796 OR: 2090 PG: 1194

Date:
CLERK TO THE BOARD
INTERNOFFICE 5TH FLOOR
REF 7240

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
08/17/95 at 08:26AM DWIGHT E. BROCK, CLERK

REC FEE 37.50
COPIES 8.00

RESERVATION OF OFF-STREET PARKING AGREEMENT

THIS Agreement made this 8th day of August, 1995, by and between the Board of County Commissioners of Collier County (hereinafter referred to as County), a political subdivision of the State of Florida, and Robert and Mario Vocisano d/b/a/ Quality Inn Golf & Country Club, a Florida general partnership the owner of the property subject to this Agreement (hereinafter referred to as Developer).

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of the Quality Inn Golf & Country Club located in Collier County, Florida; and

WHEREAS, the County has determined that Quality Inn Golf & Country Club must have exclusive use of 294 parking spaces in addition to shared use of additional spaces on the site, all as set forth in a certain agreement between the Developer and County dated February 17, 1989 (the 1989 Agreement); and

WHEREAS, Sec. 2.3.12, Collier County Land Development Code (the Code), provides that a developer may request a reservation of parking spaces that are excessive but that such reservation does not reduce the required number of parking spaces on the site; and

WHEREAS, the Developer has requested a reservation of parking spaces pursuant to Sec. 2.3.12, of the Code, in order to place some of the required parking spaces in reserve; and

WHEREAS, the Planning Services Director has determined that the existing impervious parking area is adequate to provide for the current parking needs of the Project and that the reservation of 88 parking spaces will provide adequate assurance to the County that sufficient land is and will remain available for the construction of additional impervious parking should conditions change such that such additional impervious parking is necessary; and

WHEREAS, the County has the authority to enter into reserved parking agreements on pursuant to Sec. 2.3.12 of the Code; and

WHEREAS, Developer, as fee simple owner, has the authority to enter into this Agreement and to bind itself, its heirs, successors and assigns to the terms and conditions of this Agreement set forth below;

NOW, THEREFORE, in consideration of the findings set forth above which are incorporated herein, the mutual premises set forth hereinafter and other good and valuable consideration, the Board and Developer hereby covenant and agree as follows:

1. Developer agrees to reserve and set aside for use solely as a site for future construction of impervious parking that land designated as "reserved parking" on the drawing attached hereto and made a part hereof.

2. Developer agrees to maintain the reserved parking area as a landscaped open space area in lieu of paving until such time as it may be reasonably determined by the Planning Services Director that an impervious parking area is needed, at which time Developer will forthwith construct such impervious parking area as directed by the Planning Services Director. Developer further agrees that it will not use the open space created by the reserved parking area to meet the open space requirements, pursuant to the Code, for the development subject to this Agreement.

3. Developer agrees that the reserved parking shall never be encroached upon unless Developer provides equivalent reserve parking, subject to prior approval of the Planning Services Director. Additionally, Developer agrees that the reserved parking area will not be leased, sold or otherwise conveyed except in conjunction with the building(s) or use served by said area.

4. Nothing in this Agreement shall be construed to prevent the Developer from constructing impervious parking on the land herein reserved; however in the event that the reserved parking area is converted to pervious parking, Developer shall submit engineered construction plans for the additional parking area to the Planning Services Department for review and approval prior to the commencement of construction, unless those plans have previously been approved under criteria of Div. 3.3, Collier County Land Development Code, as amended.

5. The County shall terminate this Agreement when the reserved parking area is converted to impervious parking spaces pursuant to the Code or when the reserved parking area is no longer required, as may be determined by the Planning Services Director and approved by the County. Said release or termination shall be recorded in the official records of Collier County, Florida.

6. This Agreement shall remain in full force and effect unless and until terminated by the County.

7. This Agreement modifies the 1989 Agreement only to the extent expressly provided herein.

8. This Agreement shall be binding upon Developer, its heirs, successors or assigns and constitutes a restrictive covenant which shall run with the land.

9. Developer agrees to record this Agreement in the official records of Collier County and to bear the expense thereof. Developer shall provide a copy of the recording agreement to Collier County Development Services Department and to the County Attorney's office. Recordation of this Agreement shall take place within thirty (30) days from the date of execution of this Agreement by the Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written

ATTEST:
DWIGHT E. BROCK, Clerk

By: _____, D.C.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Bettye J. Matthews
Chairman

Robert and Mario Vocisano d/b/a/
QUALITY INN GOLF & COUNTRY CLUB, a
Florida general partnership

By: _____
Robert Vocisano, General Partner

Witnesses:

Gail Hambright
Gail Hambright
Printed name of witness

Christie L. Brighton
CHRISTIE L. BRIGHTON
Printed name of witness

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 10TH day of ~~April~~ August 1995 by, ROBERT VOCISANO who (____) is personally known to me or (____) has produced drivers license V225 720-30-448 as identification.

Carolyn Sue Filson
Notary Public
Carolyn Sue Filson
Printed Name of Notary

My Commission Expires:

Approved as to form and legal sufficiency:

Margaret M. Student, Assistant Co. Atty.
FOR Kenneth B. Cuyler
County Attorney

AGREEMENT

THIS AGREEMENT entered into this 17th day of February, 1989, by and between ROBERT VOCISANO, individually and as general partner of GOLDEN GATE INN, a Florida general partnership, and MARIO VOCISANO, individually and as general partner in the GOLDEN GATE INN, a Florida general partnership, (hereinafter referred to as "DEVELOPERS") and COLLIER COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY").

WHEREAS, DEVELOPERS have constructed a motel facility on the GOLDEN GATE INN property (hereinafter referred to as "Property"); and

WHEREAS, DEVELOPERS are required to provide adequate parking in accordance with the Collier County Zoning Ordinance for all existing and newly-constructed uses on the Property; and

WHEREAS, DEVELOPERS and a third party have entered into a "joint use" or "shared parking" arrangement for the sharing of certain parking spaces located on DEVELOPERS' Property; and

WHEREAS, the COUNTY has determined that the parking requirements for DEVELOPERS' existing and newly-constructed uses on the Property must be calculated exclusive of such shared parking spaces; and

WHEREAS, DEVELOPERS have fully constructed two motel buildings and have received a Certificate of Occupancy for one motel building based on prior calculation of parking requirements which did not account for such shared parking spaces; and

WHEREAS, DEVELOPERS seek a Certificate of Occupancy for the second constructed motel building; and

WHEREAS, the COUNTY will issue such Certificate of Occupancy under the terms of this Agreement wherein DEVELOPERS will be required to immediately construct additional parking to meet County parking requirements exclusive of all shared parking spaces on the Property;

EXHIBIT 2
PAGE 1
OF 7

EXHIBIT "B"

EX-14

MAR 1 1989

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the security provided by DEVELOPERS for this Agreement and other good and valuable consideration, acknowledged by the parties to be sufficient, the parties do hereby agree as follows:

1. DEVELOPERS shall construct, at no expense to the COUNTY, an additional 117 parking spaces for DEVELOPERS' exclusive use which have been designated by black-lining on the attached site plan (hereinafter referred to as "site plan") dated May, 1987, prepared by Wilson, Miller, Barton, Soll and Peek, Inc., and revised by DEVELOPERS on February 8, 1989 and February 13, 1989, a copy attached hereto and incorporated herein. DEVELOPERS represent that 177 parking spaces exist or have previously been constructed exclusively for DEVELOPERS uses on the Property. After completion of the parking construction required herein, DEVELOPERS represents that they will have the exclusive use of at least 294 parking spaces.

2. DEVELOPERS agree that the construction of all parking spaces required pursuant to this Agreement shall be in accordance with all applicable County regulations and ordinances. The attached site plan is intended to depict the anticipated final location of the parking spaces but is not intended to evidence compliance with all applicable County regulations and ordinances, including, but not limited to, zoning and subdivision regulations.

3. DEVELOPERS shall commence construction of the required parking spaces designated on the site plan at the earliest possible date but not later than twenty (20) days after execution of this Agreement. DEVELOPERS shall complete all construction and other improvements necessary for the COUNTY'S approval of the required parking spaces at the earliest possible date but no later than ~~one hundred (100)~~ January (90) days after the execution of this

EXHIBIT 2
PAGE 2
OF 7

Agreement. DEVELOPERS acknowledge and agree that if all parking spaces required pursuant to this Agreement have not been completed in accordance with all applicable County regulations and ordinances within ~~100~~ 90 days after execution of this Agreement, DEVELOPERS shall be in default of this Agreement and the COUNTY shall have the right and authority to proceed against and collect any and all funds provided by DEVELOPERS as security to assure construction and code compliance pursuant to this Agreement.

4. As security for the parking construction, landscaping and other requirements necessary for the placement and construction of the parking spaces required pursuant to this Agreement, DEVELOPERS shall provide to the COUNTY a certified check drawn on a local banking institution and made payable to Collier County in the total amount of Seventy-Five Thousand Dollars ($75,000.00). Said certified check shall be held in escrow by the County and may be cashed by the COUNTY upon DEVELOPERS failure to complete the construction of the required parking spaces as shown on the site plan in accordance with this Agreement.

5. In the event that DEVELOPERS default under the terms of this Agreement and Collier County cashes the certified check provided as security for this Agreement, said funds shall be used for any and all costs necessary to complete the required parking construction and landscaping including, but not limited to, construction costs, administrative costs, legal fees, and other costs related to such construction. If funds remain after all such costs and expenses, in the sole opinion of Collier County, then such remaining funds shall be returned to DEVELOPERS.

6. DEVELOPERS shall have the right to substitute a Letter of Credit from a local banking institution in a form and amount acceptable to the COUNTY as replacement for the certified check provided hereunder.

EXHIBIT 2
PAGE 3
OF 7

7. The COUNTY agrees that, upon execution of this Agreement and receipt of the security provided herein, the COUNTY shall issue a Certificate of Occupancy for the proposed "East" motel building as generally depicted on the site plan. Such Certificate of Occupancy shall include the following wording:

> This Certificate of Occupancy is conditioned upon DEVELOPERS compliance with that certain Agreement between DEVELOPERS and COLLIER COUNTY dated February 17, 1989.

8. DEVELOPERS hereby represent that the person or persons executing this Agreement on behalf of DEVELOPERS have full authority to do so.

9. DEVELOPERS represent that they own or control all Property as depicted on the site plan which is necessary for construction and placement of the required parking spaces as depicted on the site plan. DEVELOPERS further agree that in the event that DEVELOPERS default under the terms of this Agreement, DEVELOPERS shall be immediately obligated to provide sufficient property rights to COLLIER COUNTY for construction of the required parking as depicted on the site plan. It is not the intent of COLLIER COUNTY to own such proposed parking but rather to acquire sufficient property rights to construct the required parking.

10. Developers hereby agree to provide documentation to the County within thirty (30) days of the execution of this Agreement which documentation will evidence that the property upon which the proposed parking is to be located is and shall be perpetually restricted and reserved as a parking area for the currently existing uses on the property. Such evidence shall be in the form of covenants running with the land or other appropriate property limitations or restrictions and shall be in a form approved by the County Attorney's office and thereafter recorded at Developers expense in the public records of Collier County, Florida.

EXHIBIT 2
PAGE 4
OF 7

11. The parties agree that time is of the essence with respect to this Agreement.

IN WITNESSES WHEREOF the parties hereto have executed this Agreement on the date first written above.

Witnesses:

DEVELOPERS:

By: _____
MARIO VOCISANO, Individually and as General Partner of GOLDEN GATE INN

STATE OF FLORIDA)
COUNTY OF COLLIER)

I HEREBY CERTIFY that MARIO VOCISANO executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of February, 1989.

Notary Public

My Commission Expires:

Witnesses:

By: _____
ROBERT VOCISANO, Individually and as General Partner of GOLDEN GATE INN BY JOHN FLEMING under Special Power of Attorney dated 2/8/89 (copy attached)

STATE OF FLORIDA)
COUNTY OF COLLIER)

I HEREBY CERTIFY that JOHN FLEMING executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of February, 1989.

Notary Public

My Commission Expires:

COLLIER COUNTY

Witnesses:

By: _____
THOMAS W. OLLIEF, Community Development Administrator

Approved as to form and legal sufficiency

Kenneth B. Cuyler

EXHIBIT 2
PAGE 5
OF 7

INSTR 5612385 OR 5552 PG 3781 RECORDED 9/14/2018 1:32 PM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

RESOLUTION NO. 2018 - 149

A RESOLUTION APPROVING THE PRELIMINARY ASSESSMENT ROLL AS THE FINAL ASSESSMENT ROLL AND ADOPTING SAME AS THE NON-AD VALOREM ASSESSMENT ROLL FOR PURPOSES OF UTILIZING THE UNIFORM METHOD OF COLLECTION PURSUANT TO SECTION 197.3632, FLORIDA STATUTES, FOR SOLID WASTE MUNICIPAL SERVICE BENEFIT UNIT, SERVICE DISTRICT NO. I SPECIAL ASSESSMENT LEVIED AGAINST CERTAIN RESIDENTIAL PROPERTIES WITHIN THE UNINCORPORATED AREA OF COLLIER COUNTY PURSUANT TO COLLIER COUNTY ORDINANCE NO. 2005-54, AS AMENDED.

WHEREAS, the Board of County Commissioners of Collier County, Florida, (hereinafter referred to as County), adopted Collier County Ordinance No. 2005-54 creating two (2) Municipal Service Benefit Units in the unincorporated area of Collier County for the purpose of providing and regulating Solid Waste Collection and Disposal Services; and

WHEREAS, the County intends to finance the Solid Waste Collection and Disposal Services through the levy of special assessments (non-ad valorem assessments) against residential units as defined in Collier County Ordinance No. 2005-54, as amended, that are benefited by the solid waste collection and disposal services. Said properties are located within the boundaries of Solid Waste Municipal Service Benefit Unit, Service District No. I as described herein and in Collier County Ordinance No. 2005-54, as amended; and

WHEREAS, Section 197.3632, Florida Statutes, requires that a public hearing be held to adopt a non-ad-valorem assessment roll for purposes of utilizing the uniform method of collection; and

WHEREAS, said public hearing was duly advertised and regularly held at the Board of County Commissioners' Boardroom, Third Floor, W. Harmon Turner Building, 3299 East Tamiami Trail, Naples, Florida, commencing at 9:00 a.m. on September 11, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

SECTION ONE: The Board, having met to receive and consider the written objections of the property owners and other interested persons appearing before the Board as to the propriety and advisability of confirming and adopting the Solid Waste Municipal Service Benefit Unit, Service District No. I Preliminary Assessment Roll, as to the amounts shown thereon to be assessed against the lots and parcels of land to be benefited and as to the equalization of such assessments on a basis of justice and right, does hereby confirm such preliminary assessment roll which excludes certain residential units that are included in a homeowner's association or property owner's association that pays the commercial fee for solid waste collection and disposal services for all such units. Further, the Board adopts the preliminary assessment roll and makes it final as

CAO

the Solid Waste Municipal Service Benefit Unit, Service District No. I final assessment roll (non-ad valorem assessment roll) for the purpose of using the uniform method of collection.

The total special assessments for the solid waste collection and disposal services for Solid Waste Municipal Service Benefit Unit, Service District No. I for FY 2019 is $213.24 per Residential Unit. The total assessments against the benefited properties are described and set forth in the preliminary assessment roll (non-ad valorem assessment roll) on file with Clerk to the Board, Minutes and Records. The Board hereby confirms the special assessments (non-ad valorem assessments) and the final assessment roll (non-ad valorem assessment roll), which is on file with Clerk to the Board Minutes and Records.

SECTION TWO: Such assessments are hereby found and determined to be levied in direct proportion to the special and positive benefits to be received by the properties listed in the preliminary assessment roll (non-ad valorem assessment roll) on file with Clerk to the Board, Minutes and Records and are located within the Solid Waste Municipal Service Benefit Unit, Service District No. I which is more particularly described as follows:

> Beginning at the intersection of the North line of Section 6, Township 48 South, Range 25 East also known as the Lee-Collier County line and the eastern shoreline of the Gulf of Mexico; thence easterly along said Lee-Collier County line to the northeast corner of Section 12, Township 48 South, Range 26 East; thence north along the east line of Range 26 East, Township 48 South to the northwest corner of Section 6, Township 48 South, Range 27 East, thence east along the north line of Sections 6, 5, 4, 3, 2 and 1 of Township 47 South, Range 27 East to the northwest corner of Section 1, Township 48 South, Range 27 East; thence north along the range line of Ranges 27 and 28 East to the northwest corner of Section 30, Township 47 South, Range 28 East, also known as the center line of Immokalee Road (CR 846); thence east along the north section lines of Sections 30, 29, 28, 27, 26 and 25 of Township 47 South, Range 28 East to the northeast corner of Section 25, Township 47 South, Range 28 East; thence south along the range line for Ranges 28 and 29 East to the northeast corner of Township 49 South and Range 28 East; thence east along the township line for Townships 48 and 49 South to the northeast corner of Township 49 South and Range 30 East; thence south along the range line for Ranges 30 and 31 East to the northeast corner of Township 52 South and Range 30 East; thence east along the township line for Townships 51 and 52 South to the northeast corner of Township 52 South and Range 31 East; thence south along the range line for Ranges 31 and 32 East to the northeast corner of Township 53 South and Range 31 East; thence east along the township line of Townships 52 and 53 South to the northeast corner of Township 53 South and Range 34 East, also being known as the Collier-Miami-Dade County line; thence south along said county line to the southeast corner of Section 36, Township 53 South, Range 34 East, also being known as the Collier-Monroe County line; thence west along said

CAO

county line to the eastern shoreline of the Gulf of Mexico; thence westerly and northerly along the waters of the Gulf of Mexico to the Lee-Collier county line being the north line of Section 6, Township 48 South, Range 25 East and being the Point of Beginning. Less and except all the lands located within the corporate limits of the City of Naples. Also, less and except all coastal barrier islands, as defined by Section 161.54(2), Florida Statutes, that are not accessible by bridges or causeways.

On October 11, 2005 the Board of Collier County Commissioners entered into an Interlocal Agreement with the City of Everglades City to provide trash collection services as provided in Service District No. I.

SECTION THREE: Upon adoption of this Resolution all the special assessments (non-ad valorem assessments) and all special assessments in subsequent years for Solid Waste Collection and Disposal Services within Solid Waste Municipal Service Benefit Unit, Service District No. I shall be collected pursuant to Section 197.3632, Florida Statutes, or any successor statutes authorizing the collection of such non-ad valorem assessments on the same bill as ad valorem taxes shall be billed.

SECTION FOUR: The assessments shall be final and conclusive as to each lot or parcel assessed and any objections against the making of any assessable improvements not so made shall be considered as waived, and if any objection shall be made and overruled or shall not be sustained, the adoption of this Resolution approving the final assessments shall be at the final adjudication of the issues presented unless proper steps shall be taken in a court of competent jurisdiction to secure relief within twenty (20) days from the adoption of this Resolution.

SECTION FIVE: All assessments shall constitute a lien upon the property so assessed from the date of confirmation of this Resolution of the same nature and to the same extent as the lien for general county taxes falling due in the same year or years in which such assessments fall due, and any assessment not paid when due shall be collected pursuant to Chapter 197, Florida Statutes, in the same manner as property taxes are collected.

SECTION SIX: The Clerk is hereby directed to record this Resolution, not including the referenced roll, in the Official Records of Collier County. A recorded copy of this Resolution and the referenced roll shall be maintained on file in the Office of the Clerk to the Board, Minutes and Records.

SECTION SEVEN: This Resolution shall become effective immediately upon its passage.

CAO

This Resolution adopted this 11th day of September, 2018, after motion, second and majority vote.

ATTEST:
CRYSTAL K. KINZEL, Clerk

By: _____ Deputy Clerk
Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jeffrey A. Klatzkow
County Attorney

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
ANDY SOLIS, CHAIRMAN

CAO

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

File Number - 29189-3
PO Number - 4500194020
Project - Golden Gate Golf Course

Effective Date: February 12, 2018 at 8:00 a.m.

1. Policy or policies to be issued:

A. ALTA Owners 2006 with Florida Modifications

OWNER'S: $1,000.00

PROPOSED INSURED: The Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as ex-officio of the governing board of the Collier County Water-Sewer District

2. The estate or interest in the land described in this Commitment and covered herein is Fee Simple, and the title thereto is at the effective date hereof vested in:

Robert Vocisano and Mario Vocisano, a Florida general partnership
known as Golden Gate Inn
By virtue of deed recorded in Official Records Book 1241, Page 2343.

3. The land referred to in this Commitment is described as follows:

See Exhibit "A", attached hereto.

AMERICAN GOVERNMENT SERVICES CORPORATION

COUNTERSIGNED: WMCA

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1

File Number - 29189-3

All the following requirements must be met:

1. The proposed insured must notify the Company in writing of the name of any party not referred to in this commitment who will obtain an interest in the land or who will make a loan on the land. The Company will then make additional requirements or exceptions.

2. Documents satisfactory to the Company that convey the title or create the mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records:

   A) Warranty Deed from the Robert Vocisano and Mario Vocisano, a Florida general partnership known as Golden Gate Inn, to The Board of County Commissioners of Collier County, Florida, as the governing body of Collier County and as ex-officio of the governing board of the Collier County Water-Sewer District, conveying the lands described in Exhibit "A".

3. Pay the agreed amount for the estate or interest to be insured.

4. Pay the premiums, fees and charges for the Policy to the Company.

5. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable or which may be escrowed under the provisions of F.S. 196.295.

6. Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, sub-contractors, labor and materialmen are paid.

7. Evidence must be furnished from any taxing authorities having jurisdiction of the property that there do not exist pending assessments or liens against the property not shown by the Public Records.

8. Proof of payment, satisfactory to the Company, of all special assessments, recorded or unrecorded, including but not limited to special assessments arising under Chapter 159 of the Florida Statutes.

9. Payment of all County and/or municipal taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.

10. Payment of taxes for the year 2018.

11. Subject to receipt of a copy of the Partnership Agreement of Robert Vocisano and Mario Vocisano, a Florida general partnership, showing all partners and any amendments thereto.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 1 (con't.)

File Number - 29189-3

12. Subject to receipt of an affidavit by the partners stating that the partnership is in existence, is not dissolved, that all partners are alive, list of all existing partners, and certification that the partnership has not been altered, amended or otherwise changed. If a change has occurred, copies are to be forwarded for review and this commitment is subject to further requirements.

13. A survey, with a more precise legal description satisfactory to the Company, must be furnished. If said survey should disclose building setback lines, easements, encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in Schedule B of the Owner's Policy.

14. Termination of Notice of Commencement executed by Robert Vocisano and Mario Vocisano, owner, to Tri-Town Construction, contractor, dated May 3, 2018 and recorded June 14, 2018 in Official Records Book 5521, Page 3237, of the Public Records of Collier County, Florida.

15. Termination of Notice of Commencement executed by Robert Vocisano and Mario Vocisano, owner, to Naples Fire Protection, Inc., contractor, dated August 22, 2018 and recorded August 29, 2018 in Official Records Book 5547, Page 3927, of the Public Records of Collier County, Florida.

FIVE-YEAR SALES HISTORY: This property has not been sold in the last five years.

Note: Folio No. 35640120001. Taxes for 2018 are due in the amount of $99,674.35 if paid by February 28, 2018. Current assessment is $8,244,243.00. Homestead was not filed for the year 2018.

NOTE: All items under Schedule B-1 to be deleted at closing upon satisfaction of all requirements set forth herein.

The company reserves the right to make additional requirements when additional facts are disclosed by the compliance of the requirements shown on Schedule B, Section 1 herein.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2

File Number - 29189-3

THIS COMMITMENT DOES NOT REPUBLISH ANY COVENANT, CONDITION, RESTRICTION, OR LIMITATION CONTAINED IN ANY DOCUMENT REFERRED TO IN THIS COMMITMENT TO THE EXTENT THAT THE SPECIFIC COVENANT, CONDITION, RESTRICTION, OR LIMITATION VIOLATES STATE OR FEDERAL LAW BASED ON RACE, COLOR, RELIGION, SEX, SEXUAL ORIENTATION, GENDER IDENTITY, HANDICAP, FAMILIAL STATUS, OR NATIONAL ORIGIN.

The policy will not insure against loss or damage resulting from the terms and provisions of any lease or easement identified in Schedule A, and will include the following exceptions unless cleared to the satisfaction of the Company:

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the commitment date and the date on which all of the Schedule B – Section 1 requirements are met.

2. Rights or claims of parties in possession not shown by the public records.

3. Easements or claims of easements not shown by the public records.

4. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.

5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.

6. Any claim that any part of said land is owned by the State of Florida by right of sovereignty, and riparian rights, if any.

7. Taxes for the year 2019 and subsequent years, which are not yet due and payable.

8. Any county and/or municipal resolutions for public improvements or special assessments which are not recorded or are not properly recorded in the public records and which do not provide notice to the owner of record in the public records.

9. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2 (con't.)

File Number - 29189-3

10. Oil, gas and mineral rights as originally conveyed in that certain deed from Barron Collier, Jr. and Miles Collier joined by Barbara M. Collier, wife of Barron Collier, Jr. and Isabel U. Collier, wife of Miles Collier to Anchor Investment Corporation, a Florida corporation dated September 29, 1953 and recorded October 5, 1953 in Deed Book 30, Page 86, and as thereafter restated, of the Public Records of Collier County, Florida.

11. Restrictive Covenants by and between the Gulf American Land Corporation, a Florida corporation, and all future owners of Golden Gate Estates, dated November 29, 1961 and recorded December 1, 1961 in Official Records Book 97, Page 492, of the Public Records of Collier County, Florida.

12. Deed of Restrictions from Gulf American Land Corporation to All Future Owners of Lots in Golden Gate Subdivision, dated November 13, 1963 and recorded November 14, 1963 in Official Records Book 154, Page 554; Amendments recorded in Official Records Book 160, Page 503, Official Records Book 163, Page 88, Official Records Book 182, Page 762, Official Records Book 192, Page 366, Official Records Book 499, Page 370, Official Records Book 847, Page 621, Official Records Book 979, Page 1512, Official Records Book 1057, Page 1116, Official Records Book 1072, Page 392, Official Records Book 1102, Page 830, Official Records Book 1159, Page 2155, and in Official Records Book 1462, Page 2223, all of the Public Records of Collier County, Florida.

13. Deed of Restrictions from Gulf American Corporation to all future owners of Lots in Golden Gate Subdivision Unit 1, dated April 21, 1964 and recorded April 30, 1964 in Official Records Book 166, Page 721, of the Public Records of Collier County, Florida.

14. Deed of Restrictions from Gulf American Corporation to all future owners of Lots in Golden Gate Subdivision Unit 8-Part 2, dated June 13, 1969 and recorded July 1, 1969 in Official Records Book 316, Page 593, of the Public Records of Collier County, Florida.

15. Easements as set forth in Warranty Deed from GAC Properties, Inc, a Florida corporation and Golden Gate Golf & Country Club, a Florida corporation to GAC Utilities, Inc., a Florida corporation dated January 8, 1973 and recorded May 30, 1973 in Official Records Book 530, Page 916; as corrected in Official Records Book 589, Page 760; as corrected in Official Records Book 622, Page 787; all of the Public Records of Collier County, Florida.

16. Easements as set forth in Quit-Claim Deed from Golden Gate Golf & Country Club, a Florida corporation to Gulf Communicators, Inc., a Florida corporation dated June 18, 1973 and recorded July 5, 1973 in Official Records Book 538, Page 353; current assignment recorded in Official Records Book 4098, Page 3967; both of the Public Records of Collier County, Florida.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2 (con't.)

File Number - 29189-3

17. Ordinance No. 75-20 as to regulating the installation of any water distribution and wastewater collection system, dated May 5, 1975 and recorded May 19, 1975 in Official Records Book 619, Page 1177, of the Public Records of Collier County, Florida.

18. Resolution from the Board of County Commissioners of Collier County, Florida as recorded April 12, 1976 in Official Records Book 646, Page 1838, of the Public Records of Collier County, Florida.

19. Resolution establishing the Immokalee Planning Area and the Coastal Planning Area dated May 4, 1976 and recorded May 6, 1976 in Official Records Book 649, Page 1239, of the Public Records of Collier County, Florida.

20. Ordinance No. 76-45 as to zoning regulations dated September 28, 1976 and recorded October 6, 1976 in Official Records Book 664, Page 920, of the Public Records of Collier County, Florida.

21. Utility Easement as set forth in Quit-Claim Deed from Domenic D'Agostino, Mario Vocisano, Salvatore Forlani, and Robert Vocisano, a Florida general partnership, to Avatar Utilities, Inc. of Florida, a Delaware corporation, dated February 25, 1985 and recorded April 19, 1985 in Official Records Book 1131, Page 1230, of the Public Records of Collier County, Florida.

22. Easement in favor of Florida Power & Light Company, dated August 29, 1988 and recorded November 28, 1988 in Official Records Book 1397, Page 43, of the Public Records of Collier County, Florida.

23. Restrictions from Robert Vocisano and Mario Vocisano, a Florida general partnership known as Golden Gate Inn, as to the Parking Parcel to parking for owners, dated March 23, 1989 and recorded June 1, 1989 in Official Records Book 1445, Page 573, of the Public Records of Collier County, Florida.

24. Agreement by and between Golden Gate Fire and Rescue District and Collier County, a political subdivision of the State of Florida, dated April 30, 1990 and recorded May 30, 1990 in Official Records Book 1532, Page 1128, of the Public Records of Collier County, Florida.

25. Reservation of Off-Street Parking Agreement by and between the Board of County Commissioners of Collier County, Florida, and Robert and Mario Vocisano d/b/a Quality Inn Golf & Country Club, a Florida general partnership, dated August 8, 1995 and recorded August 17, 1995 in Official Records Book 2090, Page 1194, of the Public Records of Collier County, Florida.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B - SECTION 2 (con't.)

File Number - 29189-3

26. Grant of Easement in favor of Comcast of Arkansas / Florida / Louisiana / Minnesota / Mississippi / Tennessee, LLC, dated February 1, 2017 and recorded June 5, 2017 in Official Records Book 5401, Page 2874, of the Public Records of Collier County, Florida.

27. Resolution No. 2018-149 as to the final assessment roll for the Solid Waste Collection and Disposal Services, dated September 11, 2018 and recorded September 14, 2018 in Official Records Book 5552, Page 3781, of the Public Records of Collier County, Florida.

28. Matters at set forth on the Plat of Golden Gate - Unit 1 as recorded in Plat Book 5, Page 60, of the Public Records of Collier County, Florida.

NOTE: Items 1, 2, 5, 8 and 9 will be deleted upon receipt of fully executed affidavits regarding the issues raised in said items.

NOTE: Items 3 and 4 will be deleted upon receipt of a satisfactory survey.

NOTE: Legal access is neither guaranteed nor insured pending receipt and review of a survey of the property to be insured.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting the Commonwealth Land Title Insurance Company Regional Office, 2400 Maitland Center Parkway, Maitland, Florida 32751. Telephone 877-947-5483.

File Number - 29189-3
PO Number - 4500194020
Project - Golden Gate Golf Course

EXHIBIT "A"

Note: The following legal description was provided by the Collier County Property Appraiser's Office, pursuant to the tax identification number provided to American Government Services Corporation. American Government Services Corporation reserves the right to amend or modify the legal description upon being provided with an accurate legal description and/or survey.

That portion of Block 1 of Golden Gate - Unit 1, according to the map or plat thereof as recorded in Plat Book 5, Pages 60 to 64, of the Public Records of Collier County, Florida, being further described as follows:

Commence at the Northwest corner of Lot 1, Block 1 of Golden Gate - Unit 1, Plat Book 5, Pages 60 to 64, of the Public Records of Collier County, Florida, to point of beginning, thence East 15 feet, South 104.9 feet, East 32 feet, North 7.35 feet, East 3.58 feet, South 1.4 feet, East 8.57 feet, North 1.4 feet, East 6.83 feet, South 1.4 feet, East 12.69 feet, North 1.4 feet, East 95.65, North 49° East 34.82 feet, North 74.98 feet, East 230 feet, South 32° East 101.54 feet, South 7° West 242.09 feet, South 67° East 49.29 feet, East 138.41 feet, North 190.41 feet, North 13° East 60 feet, South 365 feet, West 180 feet, North 75 feet, West 330 feet, South 75 feet, West 140 feet, North 460 feet to point of beginning.

3

2018 Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	96,653.91	97,660.73	98,667.54	99,674.35	100,681.16

Parcel Number	Legal Description	Mill Code	Escrow Code
35640120001	GOLDEN GATE UNIT 1 BLK 1 COMM NW CNR LT 1 BLK 1 TO POB, E15FT, S104.9FT, E32 FT, N7.35FT, E3.58FT, S Continued (See Tax Roll)	20	

VOCISANO, ROBERT
MARIO VOCISANO
4100 GOLDEN GATE PKWY
NAPLES, FL 33999

Pay in U.S. Funds Drawn on a U.S. Bank To:
Collier County Tax Collector
3291 E. Tamiami Trail
Naples, FL 34112-5758
POST DATED CHECKS ARE NOT ACCEPTED AND WILL BE RETURNED
Visit our website: www.colliertax.com

Assessed Value: 8,244,243

Exemptions

District	Mill Rate	Assessed Value	Exempt Amt	Taxable Value	Tax Amount
GENERAL FUND	3.5645	8,244,243	0	8,244,243	29,386.60
C.C. WATER POLLUTION CTRL PGM	0.0293	8,244,243	0	8,244,243	241.56
SCHOOL BOARD - STATE LAW	2.8210	8,244,243	0	8,244,243	23,257.01
SCHOOL BOARD - LOCAL BOARD	2.2280	8,244,243	0	8,244,243	18,368.17
COLLIER COUNTY LIGHTING	0.1549	8,244,243	0	8,244,243	1,277.03
GOLDEN GATE COM CTR MSTD	0.1862	8,244,243	0	8,244,243	1,535.08
UNINCORP GEN - MSTD	0.8069	8,244,243	0	8,244,243	6,652.28
G G BEAUTIFICATION MSTU	0.5000	8,244,243	0	8,244,243	4,122.12
WATER MANAGEMENT FUND-SOUTH	0.1209	8,244,243	0	8,244,243	996.73
BIG CYPRESS BASIN	0.1231	8,244,243	0	8,244,243	1,014.87
COLLIER MOSQUITO CONTROL	0.1775	8,244,243	0	8,244,243	1,463.35
GREATER NAPLES FIRE RESCUE DIS	1.5000	8,244,243	0	8,244,243	12,366.36
Millage Total	12.2123	**Total Ad Valorem**			$100,681.16

Please Retain this portion for your records

Pay your current taxes online at:
http://www.colliertax.com/

Non-Ad Valorem District	Type of Assessment	Amount
Non-Ad Valorem Total		$0.00

See reverse side for important information

Combined Ad Valorem and Non-Ad Valorem Total $100,681.16

(Detach and Return with your Payment)

2018 Collier County Notice of Ad Valorem Taxes and Non-Ad Valorem Assessments

If Paid By	Nov 30, 2018	Dec 31, 2018	Jan 31, 2019	Feb 28, 2019	Mar 31, 2019
Please Pay	96,653.91	97,660.73	98,667.54	99,674.35	100,681.16

Parcel Number	Mill Code	Escrow Code
35640120001	20	

Legal Description

GOLDEN GATE UNIT 1 BLK 1 COMM
NW CNR LT 1 BLK 1 TO POB,
E15FT, S104.9FT, E32 FT,
N7.35FT, E3.58FT, S
Continued (See Tax Roll)

VOCISANO, ROBERT
MARIO VOCISANO
4100 GOLDEN GATE PKWY
NAPLES, FL 33999

Larry H. Ray

1 35640120001 2018 4

Collier County Property Appraiser
Property Summary

Parcel No	35640120001	Site Address	4100 GOLDEN GATE PKWY	Site City	NAPLES	Site Zone *Note	34116

Name / Address	R AND M REAL ESTATE
	COMPANY INC
	4100 GOLDEN GATE PKWY
City	NAPLES
State	FL
Zip	33999

Map No.	Strap No.	Section	Township	Range	Acres *Estimated
4B27	320800 1 14B27	27	49	26	4.39

Legal	GOLDEN GATE UNIT 1 BLK 1 [COMM NW CNR LT 1 BLK 1 TO POB, E15FT, S104.9FT, E32 FT, N7.35FT, E3.58FT, S1.4FT, E 8.57FT, N1.4FT, E6.83FT, S1.4F T, E12.69FT, N1.4FT, E95.65FT, N49 DEG E34.82FT, N74.98FT, E 230FT, S32 DEG E101.54FT, S7 DEG W242.09FT, S67 DEG E49.29F T, E138.41FT, N190.41FT, N13 DEG E60FT, S365FT, W180FT, N75 FT, W330FT, S75FT, W140FT, N 460FT TO POB]

		Millage Rates *Calculations		
Millage Area	20			
Sub./Condo	320800 - GOLDEN GATE CITY UNIT 1	School	Other	Total
Use Code	39 - HOTELS, MOTELS	5.049	7.1633	12.2123

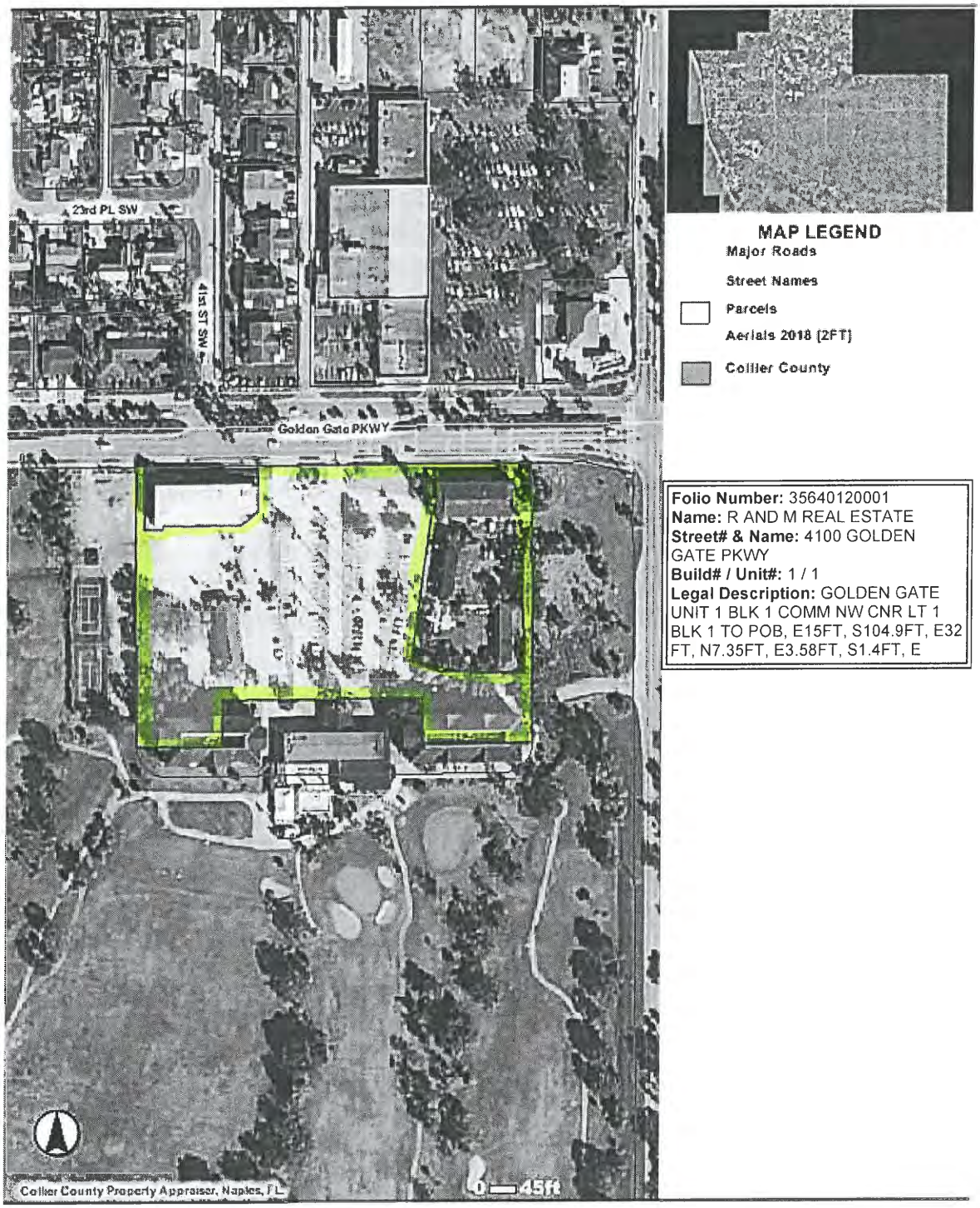
Latest Sales History
(Not all Sales are listed due to Confidentiality)

Date	Book-Page	Amount
01/08/19	5588-3564	$ 0
12/31/86	1241-2343	$ 259,000
04/12/83	1086-182	$ 0
06/01/84	1086-181	$ 0
10/01/74	603-625	$ 0

2018 Certified Tax Roll
(Subject to Change)

	Land Value	$ 1,290,600
(+)	Improved Value	$ 6,953,643
(=)	Market Value	$ 8,244,243
(=)	Assessed Value	$ 8,244,243
(=)	School Taxable Value	$ 8,244,243
(=)	Taxable Value	$ 8,244,243

If all Values shown above equal 0 this parcel was created after the Final Tax Roll



01056662
COLLIER COUNTY

1986 DEC 31 PM 10:49 001241
RECORDED OR BOOK

002343
PAGE

QUIT CLAIM DEED

REC 13.00
DOC 1295.00
INDEX 1.00
259,000.00

THIS DEED, is made this 31 day of DECEMBER, 1986, between DOMINIC D'AGOSTINO and SALVATORE FORLANI, individually and as general partners of Golden Gate Inn, a Florida general partnership (sometimes also known as Golden Gate Inn and County Club), collectively referred to as "grantors", and ROBERT VOCISANO and MARIO VOCISANO, a Florida general partnership known as Golden Gate Inn, the grantees. 4100 GOLDEN GATE PARKWAY, NAPLES, FL. 33999

The grantors, in consideration of the sum of Ten Dollars ($10.00), and other good and valuable considerations paid by the grantees to the grantors, the receipt of which is hereby acknowledged, hereby convey to grantees, the real property in Collier County, Florida described on Exhibit "A".

To have and to hold the same, together with all of the hereditaments and appurtenances thereunto belonging or in anywise appertaining, to the grantees, and grantees' heirs, successors and assigns.

This property is not the ~~residence or homestead~~ of the grantors or of any of the partners.

WITNESSES:

Timothy G Hains
Lee Russell

SALVATORE FORLANI

Timothy G Hains
Lee Russell

DOMINIC D'AGOSTINO

Received $ 1295.00 Documentary Stamp Tax
Received $ N/A Class "C" Intangible Personal Property Tax
COLLIER COUNTY CLERK OF COURTS
BY Evelyn D. Byall D.C.

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, ~~before me, a Notary Public~~ duly authorized in the State and County named above to take acknowledgments, personally appeared Dominic D'Agostino as General Partner to me known to be the person described as grantor in and who executed the foregoing Quit Claim Deed and acknowledged before me that said person executed that Quit Claim Deed.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of DECEMBER, 1986.

Lee Russell
NOTARY PUBLIC

(SEAL)

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 3,1990
BONDED THRU GENERAL INS. UND.

RETURN TO
TIMOTHY G. HAINS, ESQ
[illegible] TAMIAMI TRAIL
NAPLES, FL 33963

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the State and County named above to take acknowledgments, personally appeared Salvatore Forlani as General Partner, to me known to be the person described as grantor in and who executed the foregoing Quit Claim Deed and acknowledged before me that said person executed that Quit Claim Deed.

WITNESS my hand and official seal in the County and State last aforesaid this 31 day of DECEMBER, 1986.

(SEAL)

NOTARY PUBLIC

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 3,1990
BONDED THRU GENERAL INS. UND.

TGH/vab1436

EXHIBIT "A"

Block 1, GOLDEN GATE, Unit No. 1, as recorded in Plat Book 5, Page 62, Public Records of Collier County, Florida; and Tracts A and B, GOLDEN GATE, Unit No. 1, as recorded in Plat Book 5, Page 62, Public Records of Collier County, Florida; and Tract A, GOLDEN GATE, Unit 8, Part 1, as recorded in Plat Book 5, Pages 147-151, Public Records of Collier County, Florida; and Tract A, GOLDEN GATE, Unit 8, Part 2, as recorded in Plat Book 9, Page 107-A through 112, Public Records of Collier County, Florida; LESS that certain parcel previously conveyed to Gulf Communicators, Inc., by warranty deed dated June 18, 1973, and recorded at O.R. Book 538, Pages 353-355, Public Records of Collier County, Florida; AND ALSO LESS that certain parcel previously conveyed to GAC Utilities, Inc., by warranty deeds dated January 8, 1973, and May 8, 1974, and recorded at O.R. Book 530, Pages 916-918, and at O.R. Book 589, Page 760, respectively, Public Records of Collier County, Florida; AND ALSO LESS that certain parcel previously conveyed to Avatar Utilities, Inc. of Florida by quit claim deed dated February 25, 1985 and recorded at O.R. Book 1131, Page 1230 Public Records of Collier County, Florida.

TGH/vab1437

*** INSTR 5571452 OR 5521 PG 3239 RECORDED 6/14/2018 2:29 PM PAGES 1 ***
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $10.00

Collier County
Growth Management Department
2800 N. Horseshoe Dr., Naples FL 34104 | 239-252-2400

Seal

NOTICE OF COMMENCEMENT

State of FLORIDA
County of COLLIER

A. Permit No. _____ **B. Parcel/Tax Folio No.** 35640120001

1. Description of Property (legal description of the property, and street address if available): GOLDEN GATE UNIT 1 BLK 1 / 4100 GOLDEN GATE PKWY NAPLES FL 34116
2. General description of improvement (must be work scope specific and match the Permit): ROOF REPLACEMENT DUE TO HURRICANE STORM DAMAGE
3. Owner information or Lessee information if Lessee contracted for the improvement: a. Name: ROBERT VOCISANO MARIO VOCISANO
   b. Address: 4100 GOLDEN GATE PKWY NAPLES
   c. Interest in property: OWNER
   d. Name and address of fee simple titleholder (if different from Owner listed above): _____
4. Contractor information a. Name: TRI-TOWN CONSTRUCTION
   b. Contractor's Address: 17001 ALICO COMMERCE CT SUITE 401 FORT MYERS FL 33967
   c. Contractor's Phone Number: 239-895-2058
5. Surety ( ) Yes (●) No (if applicable, a copy of the payment bond is attached): a. Name: _____ ☐ N/A
   b. Address: _____ ☐ N/A
   c. Phone Number: _____ ☐ N/A
   d. Amount of Bond: $ _____ ☐ N/A
6. Lender information a. Name: _____ ☐ N/A b. Phone: _____ ☐ N/A
   c. Lender's Address: _____ ☐ N/A
7. Persons within the State of Florida designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7. a. Name(s): SHARON ROMER ☐ N/A
   b. Address: 1224 COMMONWEALTH CIRCLE UNIT 205 NAPLES, FL 34116 ☐ N/A
   c. Phone Numbers of designated persons: 239-304-0883 ☐ N/A
8. a. In addition to himself or herself, Owner designates _____ ☐ N/A of _____ ☐ N/A to receive a copy of Lienor's Notice as provided in Section 713.13(1)(b), Florida Statutes.
   b. Phone Number of person or entity designated by owner: _____ ☐ N/A
9. Expiration date of notice of commencement (the expiration date will be 1 year from the date of recording unless a different date is specified): _____

WARNING TO OWNER

ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Sharon K Romer
Signature of Owner or Lessee, or Lessee's Authorized Officer/Director/Partner/Manager

SHARON K. ROMER GM/Controller
Signatory's Printed Name and Title/Office

The foregoing instrument was acknowledged before me this 3rd day of May, 2018 by SHARON K. ROMER (name of person) as GM/Controller (type of authority, e.g. officer, trustee, attorney in fact) for QUALITY INNSuites (name of party on behalf of whom instrument was executed).

DWIGHT E. BROCK, CLERK OF CIRCUIT COURT

_____
(Signature of Deputy Clerk)

_____
(Signature of Notary Public - State of Florida)

_____
(Print, Type, or Stamp Commissioned Name of Notary)

_____
(Printed Name of Deputy Clerk)

Personally Known ✓ **OR Produced Identification** _____
Type of Identification Produced _____

FELICIA GONZALEZ
MY COMMISSION # FF928172
EXPIRES October 18, 2019
FloridaNotaryService.com

*** INSTR 5606393 OR 5547 PG 3927 RECORDED 8/29/2018 4:15 PM PAGES 1 ***
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $10.00

M
B

Permit No. _____ **Tax Folio No.** 35640120001

NOTICE OF COMMENCEMENT

State of FLORIDA
County of Collier

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in this Notice of Commencement.

1. Description of Property: (legal description of the property, and street address if available)
Quality Inn & Suites Golf Resort - 4100 Golden Gate Pkwy, Naples, FL 34116; Strap #: 320800 1 14B27.

2. General description of improvement: Upgrade existing fire alarm system.

3. Owner Information:
a. Name and address: Robert & Mario Vocisano 4100 Golden Gate Parkway, Naples, FL 34116-6522.
b. Interest in property: _____.
c. Name and address of fee simple titleholder (if other than Owner): _____.

4.a. Contractor: (name and address)
Naples Fire Protection Inc., 28741 South Diesel Drive Bonita Springs, FL 34135.
b. Contractor's phone number: (239) 514-7155
5. Surety
a. Name and Address: _____.
b. Phone number: _____. **c. Amount of bond:** _____.

6a. Lender: (name and address) _____.
b. Lender's phone number: _____

7a. Persons within the State of Florida Designated by Owner upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statutes: (name and address) _____.
b. Phone numbers of designated persons: _____.

8a. In addition to himself or herself, Owner designates _____ **of** _____ **to receive a copy of Lienor's Notice as provided in Section 713.13 (1)(b) Florida Statutes.**
b. Phone number of person or entity designated by owner: _____.

9. Expiration date of notice of commencement (the expiration date is 1 year from the date of recording unless a different date is specified) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

X _____ (Signature of Owner or Owner's Authorized Officer/Director/Partner/Manager) GM / Controller (Signatory's Title/Office)

The foregoing instrument was acknowledged before me this 22 **day of** August, 2018 (year), **by** Felicia Gonzalez (name of person) **as** _____ (type of authority,...e.g. officer, trustee, attorney in fact) **for** Acct Manager (name of party on behalf of whom instrument was executed).

FELICIA GONZALEZ
MY COMMISSION # FF928172
EXPIRES October 18, 2019
FloridaNotaryService.com

_____ (Signature of Notary Public – State of Florida)
Felicia Gonzalez
(Print, Type, or Stamp Commissioned Name of Notary Public)

Personally Known X **OR Produced Identification** _____
Type of Identification Produced _____

Verification pursuant to Section 92.525, Florida Statutes, Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

X _____ (Signature of Natural Person Signing Above)

Rev.7/2007

18379

DEED

DEED, made this September 29, 1953, by BARRON COLLIER, JR. and MILES COLLIER, of the City of Everglades, Collier County, State of Florida (hereinafter called the Grantors), joined by BARBARA M. COLLIER, wife of Barron Collier, Jr. and ISABEL U. COLLIER, wife of Miles Collier (hereinafter called the wives of the Grantors), to ANCHOR INVESTMENT CORPORATION, a Florida corporation, of Naples, Florida (hereinafter called the Grantee).

WITNESSETH:

The Grantors and the wives of the Grantors, in consideration of the sum of One Hundred Dollars and other good and valuable consideration, the receipt whereof is hereby acknowledged, hereby grant, bargain, sell, release and convey to the Grantee, its successors and assigns forever, the following described lands (hereinafter called said lands), situate, lying and being in Collier County, State of Florida, containing, in the aggregate, twenty six thousand two hundred forty eight and seven-tenths (26,248.7) acres, more or less:

TOWNSHIP 48 SOUTH, RANGE 27 EAST:

SECTION	DESCRIPTION	SECTION	DESCRIPTION
11	All	25	All
12	All	26	All
13	All	27	All
14	All	28	All
21	All	33	All
22	All	34	All
23	All	35	All
24	All	36	All

TOWNSHIP 49 SOUTH, RANGE 26 EAST:

SECTION	DESCRIPTION	SECTION	DESCRIPTION
1	All	20	All
2	All	21	All
3	All	22	All
10	All	23	All
11	All	26	All
12	All	27	All
13	All	28	All
14	All	29	All
15	All		

STATE OF FLORIDA, COUNTY OF COLLIER
Filed for Record this 5 day of
Oct. 19 53 in Deed Book 30
Page 87 and Record Verified.
Ed Scott By Peg Magill
Clerk Circuit Court Deputy Clerk

18379

TOWNSHIP 49 SOUTH, RANGE 27 EAST:

SECTION	DESCRIPTION	SECTION	DESCRIPTION
3	All	7	All
4	All	8	All
5	All	9	All
6	All	10	All

TOGETHER with any and all right, title and interest of the Grantors in and to any and all buildings and improvements on or to said lands, and any and all fixtures and personal property on and used in connection with said lands;

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in any wise appertaining, and also all the estate, right, title, interest, dower and right of dower, separate estate, property, possession, claim and demand whatsoever, as well in law as in equity, of the Grantors and the wives of the Grantors, of, in and to the same and every part and parcel thereof, with the appurtenances.

TO HAVE AND TO HOLD the above granted, bargained and described premises, with the appurtenances, unto the Grantee, its successors and assigns, to its own proper use, benefit and behoof forever.

SUBJECT, however, to the following with respect to the oil, gas and minerals in, under and that may be produced from said lands:

(a) The Grantors hereby except from this deed and conveyance, and hereby reserve and retain to themselves, their heirs and assigns, absolutely and forever, an undivided one-half (constituting an undivided ownership and estate) of all the interest and ownership of the Grantors, at the time of their execution of this deed, in the oil, gas and minerals in, under and that may be produced from said lands. The Grantors, their heirs and assigns, as owners of such undivided one-half interest shall not, without the written consent of the Grantee, its successors or assigns, as owners of the surface of said lands, have or exercise any rights, powers or privileges to mine, produce or extract any oil, gas or minerals lying less than one hundred twenty five feet below the present surface of said lands; the Grantee, its successors, and assigns, as such surface owners, in connection with and incident to any use, construction or improvement by them of or on the surface of said lands may, without the consent of the Grantors, their heirs or assigns (and subject only to any rights of others than the Grantors, their heirs or assigns), displace, consume, use or destroy any oil, gas or minerals lying less than one hundred twenty five feet below the present surface of said lands; but nothing contained in the preceding clauses of this sentence shall be construed to limit or impair any rights, powers or

privileges of the Grantors, their heirs and assigns, as owners of such undivided one-half interest, to mine, produce or extract any oil, gas or minerals lying one hundred twenty five feet or more below the present surface of said lands.

(b) Said lands are, and this deed and conveyance shall be, subject to an oil, gas and mineral lease dated July 1, 1952 executed by the Grantors as Lessor and Humble Oil & Refining Company as Lessee, and recorded in the Public Records of Collier County, Deed Book 24, page 385, as amended by amendment dated December 31, 1952, executed by the Grantors and Humble Oil & Refining Company and recorded in the Public Records of Collier County, Deed Book 26, page 209. The Grantors hereby convey to the Grantee, its successors and assigns an undivided one-half interest, and the Grantors hereby except from this deed and conveyance and hereby reserve and retain to themselves, their heirs and assigns absolutely and forever an undivided one-half interest, in and to all the rights, titles, interests, rents, royalties, powers and privileges of the Grantors under said lease with Humble Oil & Refining Company with respect only to said lands; this deed does not, and shall not be construed to, convey to the Grantee, its successors or assigns, any interest in the rights, titles, interests, rents, royalties, powers or privileges of the Grantors under said lease with Humble Oil & Refining Company with respect to any lands other than said lands. Excluded from this deed and conveyance, and specifically excepted therefrom, are any and all interests of the Grantors or either of them under an assignment of a one-forty eighth overriding royalty from Humble Oil & Refining Company to the Grantors dated July 21, 1952 and recorded in the Public Records of Collier County, Deed Book 29, page 341.

SUBJECT also to any covenants, restrictions, reservations and easements of record and in force, and any rights-of-way and easements for roads, railroads and telephone and power lines.

SUBJECT also to any leases (including, without limitation, oil, gas and mineral, grazing, farming and dwelling leases), licenses, tenancies, occupancies and agreements (including, without limitation, agreements for the purchase of dead pine and distillate wood) of record or which an accurate survey or inspection of said lands would disclose.

SUBJECT also to any laws, ordinances, regulations, reservations, restrictions or orders of the United States of America, any State, County or Municipality within the United States of America, or of any public authority.

The Grantors covenant that they have not done or suffered anything whereby said lands have been encumbered in any way whatsoever, except as aforesaid.

18379

The wives of the Grantors have executed this deed solely for the purpose of conveying and relinquishing their dower and rights of dower, homestead and separate estates in and to the above granted, bargained and described premises, with the appurtenances.

IN WITNESS WHEREOF, the Grantors and the wives of the Grantors have hereunto set their hands and seals the day and year first above written.

(Seal)
Barron Collier, Jr.

(Seal)
Miles Collier

(Seal)
Barbara M. Collier

(Seal)
Isabel U. Collier

Signed, sealed and delivered
in the presence of us:

STATE OF FLORIDA,
COUNTY OF COLLIER, SS.:

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Barron Collier, Jr., Miles Collier and Isabel U. Collier, wife of Miles Collier, to me known to be the persons described in and who executed the foregoing deed and severally acknowledged to me that they executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 29th day of September, 1953.

NOTARY PUBLIC STATE OF FLORIDA AT LARGE

BOOK 30 PAGE 50

18379

STATE OF NEW YORK,
COUNTY OF NEW YORK, *ss.*:

I hereby certify that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Barbara M. Collier, wife of Barron Collier, Jr., to me known to be the person described in and who executed the foregoing deed, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this 30th day of September, 1953.

Notary Public

BOOK 97 PAGE 492 68540

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA
DEC 1 1 04 PM '61
MARGARET T. SCOTT
CLERK OF CIRCUIT COURT

RESTRICTIVE COVENANTS

THIS INDENTURE made and entered into this 29 day of November, 1961, by and between the GULF AMERICAN LAND CORPORATION, a Florida Corporation, and ALL FUTURE OWNERS OF GOLDEN GATE ESTATES, located in Collier County, Florida.

WHEREAS, GULF AMERICAN LAND CORPORATION intends to develop and improve, with certain covenants, agreements, easements, restrictions and conditions which will run with the land, as hereinafter stipulated, the following described real property, situate, lying and being in COLLIER COUNTY, FLORIDA, and more particularly described as:

TOWNSHIP 48 SOUTH, RANGE 27 EAST:

All of the following Sections, except that portion of Section 22, lying East of State Road #846:

21	28
22	33
25	34
26	35
27	36

TOWNSHIP 49 SOUTH, RANGE 26 EAST:

All of the following Sections:

1	12	23
2	13	26
3	14	29
10	15	
11	20	

TOWNSHIP 49 SOUTH, RANGE 27 EAST:

All of the following Sections:

3	7
4	8
5	9
6	10

NOW, THEREFORE, GULF AMERICAN LAND CORPORATION hereby makes the following declarations as to limitations, restrictions and use to which GOLDEN GATE ESTATES may be put; hereby specifying that said declarations shall constitute covenants to run with all of the

land as provided by law, and shall be binding upon all parties, persons claiming under them and for the benefit of, and the limitation upon all FUTURE OWNERS of said GOLDEN GATE ESTATES; this Declaration of Restriction being designed for the purposes of keeping said GOLDEN GATE ESTATES uniform and suitable in occupancy for use as herein specified.

A - The following uniform general restrictions shall apply to all of the lands hereinabove described:

1 - If and in the event the above described property is subdivided, all lots must have a minimum of 75 feet fronting on the road Right-of-Way and minimum depth of 135 feet; provided that this restriction may be amended hereafter by GULF AMERICAN LAND CORPORATION for areas designated other than residential.

2 - If and in the event any of the lands herein described are subdivided, a utility and drainage easement is hereby reserved over the rear six (6) feet of any parcel so subdivided; it is contemplated that the above and foregoing land shall be platted and all reservations, easements, restrictions and dedications contained on said plat are incorporated herein by this reference.

3 - No noxious or offensive activity shall be carried on upon any lot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood or other property owners.

4 - No lot or tract shall be used or maintained as a dumping ground for rubbish, trash, garbage or other waste and all such rubbish, trash, garbage or waste shall be kept in sanitary containers or covered pits.

5 - All sewage disposal systems must be constructed in accordance with the standards and recommendations of the Florida State Board of Health and Collier County Health Officials.

6 - No lot, tract or parcel shall be used or permitted to be used as a junk yard or for the storage of items normally relating to said business.

7 - These covenants and restrictions shall run with the land and be binding upon all parties or persons claiming under or through GULF AMERICAN LAND CORPORATION for a period of twenty-five (25) years from the date hereof.

8 - These covenants and restrictions are severable and the invalidation of one by amendment, court order, or changed by GULF AMERICAN LAND CORPORATION shall not invalidate any other provision hereof and each covenant shall be independent to this extent.

9 - GULF AMERICAN LAND CORPORATION, its successors, assigns, or duly authorized, by recorded instrument, Agent or Agents, specifically reserve the right to amend, alter or change these covenants and restrictions from time to time by filing an Amendment thereto upon the Public Records of Collier County, Florida.

10 - All plans and specifications for any and all structures must be submitted to GULF AMERICAN LAND CORPORATION, its successors, assigns, or its duly authorized Agent, for written approval of the materials, size, location, elevation or grade, and exterior design prior to the commencement of any construction on the herein described land. No structure shall be permitted or suffered to be permitted without compliance with this covenant. The submission shall be to GULF AMERICAN LAND CORPORATION, PLANS APPROVAL DIVISION, 557 Northeast 61st Street, Miami 38, Florida, or such other address or division as

may be set forth hereafter by the said GULF AMERICAN LAND CORPORATION, its successors or assigns by instrument in writing, filed with the Clerk of the Circuit Court in and for Collier County, Florida.

11 - It is the intent of this instrument to establish uniform restrictions applying to the overall development of the areas known as GOLDEN GATE ESTATES for the benefit and betterment of the property and to allow subsequent and more detailed restrictions to be applied in accordance with sound planning and growth of the area.

B - All of the herein described real property may be used for single-family residential purposes; provided, that all single-family residential construction shall meet the following additional uniform general restrictions:

1 - All residential structures erected or permitted to be erected upon the lot or tract shall contain a minimum of 800 square feet of livable interior floor space and shall be constructed with permanent building material; specifically excluding, inter alias, construction by tin, related corrogated materials or tar paper.

2 - The area and set-back regulations for residential use shall be as follows:

(a) Front yard set-back 30 feet minimum, 37-1/2 feet maximum
(b) Rear yard set-back 20 feet
(c) Side yard set-back 7-1/2 feet
(1) - Where the side or rear yard line abutts upon an easement, the required set-back shall be increased (six) feet.

3 - All residential buildings shall face the front yard line which is defined as that portion of the lot which is parallel to the street upon which the lot has its least dimension.

4 - All residential structures erected or permitted to be erected upon any lot or tract shall be constructed with a concrete slab on footings or with hardwood floors on footings with air vents; both according to Federal Housing Authority Specifications as they now exist or may from time to time be revised.

C - GULF AMERICAN LAND CORPORATION, its successors or assigns, hereby reserve the right and privilege to establish certain zones and/or areas within the herein described property for the following permitted uses:

MULTI-FAMILY DISTRICT
COMMERCIAL DISTRICT
SURBURBAN DISTRICT

1 - The zones and/or areas when designated by an instrument in writing shall be subject to uses and restrictions as may, from time to time, be set forth by GULF AMERICAN LAND CORPORATION and recorded with the Clerk of the Circuit Court, in and for Collier County, Florida.

2 - It is the intent of this reservation to allow subsequent and more detailed restrictions to be applied in accordance with sound planning for the above and foregoing identified zones and/or areas which may be hereafter established by GULF AMERICAN LAND CORPORATION.

IN WITNESS WHEREOF GULF AMERICAN LAND CORPORATION has caused these presents to be signed by its duly authorized corporate officers and has caused the corporate seal to be affixed hereunto this the 29 day of November, 1961, at Naples, Collier County, Florida.

(CORPORATE SEAL)

Witnessed in the Presence Of:

GULF AMERICAN LAND CORPORATION

By [illegible]
[illegible], President

BEST COPY

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, LEONARD ROSEN, President of GULF AMERICAN LAND CORPORATION, a Florida Corporation, to me well known to be the person described in and who executed the foregoing Restrictive Covenants, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed as such officer duly authorized, affixed the corporate seal, and same is the act and deed of said corporation.

WITNESS my hand and seal this the 24 day of November 1971.

(NOTARY SEAL)

NOTARY PUBLIC

My Commission Expires.

LAW OFFICES
SMITH CARROLL & VEGA
BACH BUILDING
NAPLES, FLORIDA

Recorded in Official Records Book
of Collier County, Florida
MARGARET T. SCOTT
Clerk of Circuit Court

DEED OF RESTRICTIONS

GULF AMERICAN LAND CORPORATION

To

ALL FUTURE OWNERS OF LOTS IN GOLDEN GATE SUBDIVISION, COLLIER COUNTY, FLORIDA.

WHEREAS, GULF AMERICAN LAND CORPORATION, a Florida corporation, is the owner and developer of certain lands situated in Collier County, Florida, and more particularly described as Sections 21, 22, 27 and 28, Township 49 South, Range 26 East, and known and designated as GOLDEN GATE SUBDIVISION; and

WHEREAS, GULF AMERICAN LAND CORPORATION desires to establish and secure the enforcement of uniform restrictive covenants upon the usage and development of lots within the said GOLDEN GATE SUBDIVISION;

NOW, THEREFORE, the said grantor does establish the following restrictions for GOLDEN GATE SUBDIVISION, as filed and recorded in the public records of Collier County, Florida as above described, and said subdivision shall be subject to the following conditions and restrictions:

GENERAL CONDITIONS

1. All restrictive covenants, listed and/or contained herein are subject, in all instances, to compliance with State of Florida and County of Collier health ordinances, restrictions and regulations, zoning regulations or other established pertinent restrictions, and in particular when the said state and county requirements exceed the requirements of the Restrictions contained herein.

2. These restrictive covenants, easements, reservations and requirements upon the lands within said subdivision and any amendments thereto shall run with the land and remain in full force and effect for a period of twenty (20) years from the date hereof, or until GOLDEN GATE SUBDIVISION shall become part of an incorporated municipality, whichever event shall first occur.

3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violation or to recover damages.

4. These covenants and restrictions are severable and the [illegible] each covenant hereof and each covenant shall be independent to such extent.

5. Grantor reserves the right to file a subsequent Deed of Restrictions regulating the use to which the various lots in said subdivision can be put and establishing zones and designating lots as to zones for the purpose of establishing minimum size buildings to be located thereon.

6. The Grantor, its successors, assignees, or duly authorized agent or agents, by recorded instrument, reserves the right to subsequently amend, alter, or change these covenants and restrictions, and use restrictions subsequently filed, from time to time by filing an amendment thereto upon the Public Records of Collier County, Florida.

RESTRICTION A
UNIFORM GENERAL REQUIREMENTS

1. Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, sewers, storm drains, public, quasi-public and private, as for any public, private or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Such easements and rights-of-way shall be confined to the rear six (6) feet of every lot and six (6) feet along the side of every building plot, and along every street of the subdivision.

2. Plans and specifications for all structures must be submitted to Grantor, or its duly authorized agent, for written approval as to quality of workmanship and materials, harmony of external design, aesthetic effect, size and existing structures, and as to location with respect to topography and finish grade elevation prior to the commencement of construction in said subdivision.

3. No signs of any kind shall be exhibited in any way on or above the property of said subdivision, including any and all signs to be painted on any side or face of structure, without written approval and obtaining a permit from Grantor or its duly authorized agent. Grantor reserves the right to issue permits for the erection of certain

signs on a temporary basis which would vary from the usual norm of other signs. All signs will be issued to owners only.

4. No husbandry of either animals or fowls shall be conducted or maintained in said subdivision; provided, however, that house pets only shall be excluded from this restriction.

5. No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the general landscaping plan of the subdivision. For this purpose, a hedge or fence shall be maintained at no greater height than five (5) feet, and no wall or fence shall be erected or placed within the front setback lines of any lot, unless said wall or fence shall be ornamental and a desirable feature and shall not in any manner impair the general scheme of the subdivision area. The Grantor may, in its discretion, approve minor projections above the restricted heights for architectural features. No wall or fence of any kind whatsoever shall be constructed on any lot until after the height, type, design and location thereof shall have been approved in writing by Grantor, or its duly authorized agent.

6. The laws of the State of Florida and County of Collier as well as the rules and regulations of their administrative agencies now or hereafter in effect with regard to sewage disposal, water supply and sanitation are hereby incorporated herein and made a part hereof.

7. No trailers shall be allowed on any of the said lots. No lot shall be used as a junk yard or auto graveyard. No trucks or house trailers of any kind shall be permitted to be parked in this subdivision for a period of more than four (4) hours, unless the same is present in the actual construction or repair of buildings located on the land. In such cases, trailers shall not be used for living purposes. No trucks shall be parked overnight in areas zoned Residential.

8. The owners and occupants of land in the subdivision shall have an easement in common for the use of canal waterways. No boathouse, seawalls, dock or boatslip shall be constructed, dug, or excavated into any of the canals until plans for same have been approved by Grantor, or its duly authorized agent. Likewise, no boat shall be anchored or

structure placed in the waterways adjacent to or within the subdivision which will restrict flow of water or freedom of movement.

9. All buildings shall be connected, at the owner's expense, with central water and sewer utilities within ninety (90) days when made available. However, wells may be maintained for outside use - including watering of lawns, swimming pools, etc., subject to approval of duly constituted public health authorities.

10. No homesite property shall be used for a real estate office excepting only by approval of Grantor.

RESTRICTION B

SINGLE AND MULTIPLE DWELLINGS

In addition and supplemental to the Uniform General Restrictions, the following restrictions, reservations and easements shall apply to and govern the erection and maintenance of Single and Multiple Dwellings:

1. There shall not be erected or maintained on the property of that part of this subdivision which is zoned exclusively for residential purposes, any structure of any kind other than a one-family dwelling and suitable accessory building, such as garage or carport for not more than two cars. No garage or accessory buildings shall be used as living quarters, except for employees and bona fide guests, and such garage or accessory building shall not be used or occupied as living quarters prior to the erection of the dwelling. All garages must be built on rear half of lot or attached to the house.

2. No single family dwelling shall be constructed on less than one (1) lot, or its equivalent of at least 10,000 square feet, and no building shall be located on any lot closer than thirty (30) feet, or further than thirty-seven (37) feet to the front lot line (except for pie-shaped lots of less than eighty (80) feet of street frontage which permit setbacks to a depth of the point where lot becomes eighty (80) feet wide); twenty-five (25) feet to the rear lot line, and ten (10) feet to an interior side lot line, or twenty-five (25) feet to a street side lot line.

3. All single-family dwellings (exclusive of carport, breezeways,

garages, utility rooms, open patios and porches) shall contain a minimum of 1200 square feet in all interior floor space in lots designated R-1A; 1000 square feet in lots designated as R-1B; and 900 square feet in lots designated as R-1.

4. All multiple dwellings (exclusive of carport, breezeways, patios and porches) shall contain a minimum of 600 square feet per family unit for each duplex dwelling and a minimum of 450 square feet for each family unit (in excess of duplexes). Multi-storied multiple dwellings may be erected in areas wherein complete blocks are zoned for multiple dwellings, but only a single-story or split level multiple dwelling may be erected in a block wherein the remainder of its sites are zoned exclusively Residential. All multiple family dwellings shall provide parking space for a minimum of one car per dwelling or family unit. Any building in excess of a duplex must have a minimum of 15,000 square feet land area. All multiple dwelling lots shall be designated as R-2 for duplexes and R-3 for units in excess of duplexes.

RESTRICTION C
COMMERCIAL AND MIXED COMMERCIAL

In addition and supplemental to the Uniform General Restrictions, the following restrictions, reservations and easements shall apply to and govern the erection and maintenance of Commercial and Mixed Commercial Buildings, all of which are limited and restricted to those sections and areas of Golden Gate Subdivision, as are zoned for that purpose:

1. No building shall be constructed closer than twenty (20) feet from any front or rear lot line. Each building shall provide parking space in the ratio of not less than one parking space of a minimum of two hundred (200) square feet for each 400 square feet of floor space in the building. The front and rear setback areas may be utilized for parking.

2. As part of the construction of each building erected in a Commercial area of Golden Gate, there shall be included a sidewalk in front of such buildings of eight (8) foot minimum width, which sidewalk, or such part thereof as shall be required for such purpose, may extend into the platted street in front of such building. Likewise, as part of the construction of each building, there shall be constructed concrete curbing and gutters, and storm sewers, plus that portion of the unpaved

street fronting on each such building lying between the said curb and gutter [illegible] street, as paved by Grantor, shall be paved. All of the construction required by this paragraph shall be at the expense of the lot owner and shall be paid for by the lot owner at the hereby fixed rate of Ten ($10.00) Dollars per lineal foot frontage, concurrently with the erection of a building or buildings. It is further understood that lot owners who erect buildings on only a fractional portion of a lot must provide the herein above detailed curbs, sidewalks, gutters and paving for the entire lot.

3. Restrictions for areas zoned 100% Commercial:

(a) Buildings erected on lots designated as C-1 shall be limited to stores, offices, business buildings, commercial enterprises, hotels, restaurants, bars and theaters.

(b) All structures erected must be of a permanent building material and must include adequate toilet facilities for owners and/or occupants and their employees. No building shall be used or occupied as living quarters except bona fide hotels.

(c) All buildings erected by the owner of only one (1) lot must be built flush to both of its side lot lines. All buildings erected by owners of two (2) or more contiguous lots must be built with at least one of its sides flush with a side lot line, and if it is not built flush to the side lot lines of both end lots, the minimum width that can be left vacant must be at least eighteen (18) feet to permit the erection of another acceptable building at a later date.

(d) When and where the use of a party wall is not in conflict with the laws and regulations governing fire protection, party walls are permissible by the mutual consent of all parties concerned.

4. Restrictions for areas zoned Mixed Commercial and designated as C-2 are identical to those covering the areas zoned 100% Commercial except that motels are permissible, and business enterprises herein permit living quarters on the premises, provided said living quarters are located either in the rear or above the street level.

5. Grantor reserves the right to subsequently file a restriction of record designating the zone of each lot or tract of land in

said subdivision and the use to which it may be put.

IN WITNESS WHEREOF, GULF AMERICAN LAND CORPORATION has caused these presents to be signed by its duly authorized corporate officers and its corporate seal to be affixed at Naples, in the County of Collier and State of Florida, this 13th day of November, A.D. 1963.

GULF AMERICAN LAND CORPORATION

(SEAL)

By: Edward V. Pacelli

Edward V. Pacelli, Vice President

ATTEST:

Joseph S. Maddlone, Secretary

STATE OF FLORIDA)
) SS.:
COUNTY OF COLLIER)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Edward V. Pacelli and Joseph S. Maddlone, Vice President and Secretary respectively, of Gulf American Land Corporation, a Florida corporation, to me well known to be the persons described in and who executed the foregoing Restrictive Covenants, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed as such officer duly authorized, affixed the corporate seal, and same is the act and deed of said corporation.

WITNESS my hand and seal this the 13th day of November, 1963.

(NOTARY SEAL)

NOTARY PUBLIC

Mary Louise Montcalm

Notary Public

My Commission Expires:

NOTARY PUBLIC STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JAN. 13, 1967

OFF REC 160 PAGE 503

91377

RECORDED
OFFICIAL RECORDS BOOK
COLLIER COUNTY, FLORIDA

JAN 3 2 45 PM '64

MARY L. SCOTT
CLERK CIRCUIT COURT

AMENDED DEED OF RESTRICTIONS

GULF AMERICAN LAND CORPORATION

To

ALL FUTURE OWNERS OF LOTS IN GOLDEN GATE SUBDIVISION, COLLIER COUNTY, FLORIDA

WHEREAS, GULF AMERICAN LAND CORPORATION, a Florida corporation, has heretofore caused to be recorded of record in Official Record Book 154, page 554, Public Records of Collier County, Florida, a Deed of Restrictions restricting the use to which the properties therein described may be put, and reserve in said Deed of Restrictions the right to subsequently amend same; and

WHEREAS, GULF AMERICAN LAND CORPORATION desires to amend certain portions of said Deed of Restrictions;

NOW, THEREFORE, GULF AMERICAN LAND CORPORATION hereby amends the above referred to Deed of Restrictions as follows:

1. Paragraph "1" of RESTRICTION A, UNIFORM GENERAL REQUIREMENTS, is amended by adding the following words and figures to the end of said paragraph, to-wit:

> "Along curved blocks, overhead utility lines are permitted beyond the front and rear six foot easement, not to exceed fifteen (15) feet beyond said six (6) foot easement, to the extent necessary to service all lots in a particular block. Overhead services wires are permitted across corners of rear yards where side lot lines do not join in the rear at a common corner."

All parts of the Deed of Restriction hereinabove mentioned not herein specifically amended are to remain in full force and effect.

GULF AMERICAN LAND CORPORATION

By: J. R. Layden
Vice President

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. R. Layden, Vice President, of Gulf American Land Corporation, a Florida corporation, to me well known to be the person described in and who executed the foregoing Amended Deed of Restrictions, and acknowledged before me that he executed the foregoing Amended Deed of Restrictions freely and voluntarily for the purpose therein expressed as such officer duly authorized, affixed the corporate seal, and same is the act and deed of said corporation.

WITNESS my hand and seal this the 23rd day of January, 1964.

(NOTARY SEAL)

Mary Louise Montalbano
Notary Public

My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA AT LARGE MY COMMISSION EXPIRES JAN. 19, 1966

Recorded in Official Records Book of Collier County, Florida
MARGARET F. SCOTT
Clerk Circuit Court

OFF REC 160 PAGE 503

91377

RECORDED
OFFICIAL RECORDS BOOK
COLLIER COUNTY, FLORIDA

JAN 30 2 45 PM '84

MARY L. ... CLERK
CIRCUIT COURT

AMENDED DEED OF RESTRICTIONS

GULF AMERICAN LAND CORPORATION

To

ALL FUTURE OWNERS OF LOTS IN GOLDEN GATE SUBDIVISION, COLLIER COUNTY, FLORIDA

WHEREAS, GULF AMERICAN LAND CORPORATION, a Florida corporation, has heretofore caused to be recorded of record in Official Record Book 154, page 554, Public Records of Collier County, Florida, a Deed of Restrictions restricting the use to which the properties therein described may be put, and reserve in said Deed of Restrictions the right to subsequently amend same; and

WHEREAS, GULF AMERICAN LAND CORPORATION desires to amend certain portions of said Deed of Restrictions;

NOW, THEREFORE, GULF AMERICAN LAND CORPORATION hereby amends the above referred to Deed of Restrictions as follows:

1. Paragraph "1" of RESTRICTION A, UNIFORM GENERAL REQUIREMENTS, is amended by adding the following words and figures to the end of said paragraph, to-wit:

> "Along curved blocks, overhead utility lines are permitted beyond the front and rear six foot easement, not to exceed fifteen (15) feet beyond said six (6) foot easement, to the extent necessary to service all lots in a particular block. Overhead services wires are permitted across corners of rear yards where side lot lines do not join in the rear at a common corner."

All parts of the Deed of Restriction hereinabove mentioned not herein specifically amended are to remain in full force and effect.

GULF AMERICAN LAND CORPORATION

By: J. R. Layden
Vice President

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. R. Layden, Vice President, of Gulf American Land Corporation, a Florida corporation, to me well known to be the person described in and who executed the foregoing Amended Deed of Restrictions, and acknowledged before me that he executed the foregoing Amended Deed of Restrictions freely and voluntarily for the purpose therein expressed as such officer duly authorized, affixed the corporate seal, and same is the act and deed of said corporation.

WITNESS my hand and seal this the 23rd day of January, 1984.

(NOTARY SEAL)

Mary Louise Montsalvo
Notary Public
My Commission Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES ...

92375

AMENDMENT TO DEED OF RESTRICTIONS

GULF AMERICAN LAND CORPORATION

to

ALL FUTURE OWNERS OF LOTS IN GOLDEN GATE SUBDIVISION,
COLLIER COUNTY, FLORIDA

WHEREAS, GULF AMERICAN LAND CORPORATION, a Florida corporation, is the owner and developer of certain lands situated in Collier County, Florida, and more particularly described as Sections 21, 22, 27 and 28, Township 49 South, Range 26 East, and known and designated as GOLDEN GATE SUBDIVISION; and

WHEREAS, GULF AMERICAN LAND CORPORATION did on the 13th day of November 1963, file a Deed of Restrictions as more fully shown in O. R. Book 154, Page 554, Public Records of Collier County; and

WHEREAS, GULF AMERICAN LAND CORPORATION did reserve the right to amend said Deed of Restrictions therein;

NOW, THEREFORE, GULF AMERICAN LAND CORPORATION does hereby amend "RESTRICTION B - SINGLE AND MULTIPLE DWELLINGS, Paragraph 2" thereof by striking the following:

"or twenty-five (25) feet to a street side lot line"

and inserting in lieu thereof the following:

"or thirty (30) feet to a street side lot line".

IN WITNESS WHEREOF, GULF AMERICAN LAND CORPORATION has caused these presents to be signed by its duly authorized corporate officers and its corporate seal to be affixed at Naples, in the County of Collier and State of Florida, on this the 24th day of February, A.D. 1964.

GULF AMERICAN LAND CORPORATION

(SEAL)

By J. R. Fowler
Vice President

ATTEST:

Secretary

LAW OFFICES
TH, CARROLL & VEGA
BALCH BUILDING
NAPLES, FLORIDA

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. R. LAYDEN and J. S. MADDLONE Vice President and Secretary respectively, of GULF AMERICAN LAND CORPORATION, a Florida corporation, to me well known to be the persons described in and who executed the foregoing Amendment to Deed of Restrictions, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed as such officer duly authorized, affixed the corporate seal, and same is the act and deed of said corporation.

WITNESS my hand and seal this the 20th day of February, 1964.

(NOTARY SEAL)

Mary Louise Montalbano
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JAN. 13, 1967

Recorded in Official Records Book
of COLLIER COUNTY, FLORIDA
MARGARET J. SCOTT
Clerk of Circuit Court

LAW OFFICES
SMITH, CARROLL & VEGA
BALCH BUILDING
NAPLES, FLORIDA

OFF REC 182 PAGE 762 103617

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA
JAN 25 10 40 AM '65
MARGARET T. SCOTT
CLERK OF CIRCUIT COURT

AMENDMENT TO DEED OF RESTRICTIONS

GULF AMERICAN LAND CORPORATION

to

ALL FUTURE OWNERS OF LOTS IN GOLDEN GATE SUBDIVISION, COLLIER COUNTY, FLORIDA

WHEREAS, GULF AMERICAN LAND CORPORATION, a Florida corporation, is the owner and developer of certain lands situated in Collier County, Florida, and more particularly described as Sections 21, 22, 27 and 28, Township 49 South, Range 26 East, and known and designated as GOLDEN GATE SUBDIVISION; and

WHEREAS, GULF AMERICAN LAND CORPORATION did on the 13th day of November 1963, file a Deed of Restrictions as more fully shown in O.R. Book 154, at Page 554, Public Records of Collier County; and

WHEREAS on February 22, 1964 GULF AMERICAN LAND CORPORATION did file an Amendment to Deed of Restrictions as more fully shown in O.R. Book 163, at Page 88, Public Records of Collier County; and

WHEREAS, GULF AMERICAN LAND CORPORATION did reserve the right to amend said Deed of Restrictions therein;

NOW, THEREFORE, GULF AMERICAN LAND CORPORATION does hereby amend "RESTRICTION B - SINGLE AND MULTIPLE DWELLINGS, Paragraph 2" thereof by striking the following:

"or 30 feet to a street side lot line"

and inserting in lieu thereof the following:

"or 25 feet to a street side lot line in all properties other than those zoned by the County of Collier as R-1A."

IN WITNESS WHEREOF, GULF AMERICAN LAND CORPORATION has caused these presents to be signed by its duly authorized corporate officers and its corporate seal to be affixed at Naples, in the County of Collier and State of Florida, on this the 19th day of January, A.D. 1965.

(SEAL)

GULF AMERICAN LAND CORPORATION

By _____
Vice President

ATTESTED BY:

_____
Secretary

LAW OFFICES
SMITH, CARROLL, VEGA, BROWN AND NICHOLS
PLANTATION
NAPLES, FLORIDA

STATE OF FLORIDA

COUNTY OF

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, J. R. Layden and J. S. Maddlone Vice President and Secretary respectively of GULF AMERICAN LAND CORPORATION, a Florida corporation, to me well known to be the persons described in and who executed the foregoing Amendment to Deed of Restrictions, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed as such officer duly authorized, affixed the corporate seal, and same is the act and deed of said corporation.

WITNESS my hand and seal on this the 19th day of January, A.D. 1965.

(NOTARY SEAL)

Caroline E. Humphrey
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES APR. 17, 1968
BONDED THROUGH FRED W. DIESTELHORST

LAW OFFICES
KEECH, CARROLL, VEGA,
BROWN AND NICHOLS
P. O. BOX 798
NAPLES, FLORIDA

Recorded in Official Records Book
of COLLIER COUNTY, FLORIDA
MARGARET T. SCOTT
Clerk of Circuit Court

AMENDMENT TO DEED OF RESTRICTIONS

GULF AMERICAN LAND CORPORATION

to

ALL FUTURE OWNERS OF LOTS IN GOLDEN GATE SUBDIVISION, COLLIER COUNTY, FLORIDA

WHEREAS, GULF AMERICAN LAND CORPORATION, a Florida corporation, is the owner and developer of certain lands situated in Collier County, Florida, and more particularly described as Sections 21, 22, 27 and 28, Township 49 South, Range 26 East, and known and designated as GOLDEN GATE SUBDIVISION; and

WHEREAS, GULF AMERICAN LAND CORPORATION did on the 13th day of November, 1963, file a Deed of Restrictions as more fully shown in O.R. Book 154, at Page 554, Public Records of Collier County; and

WHEREAS, on February 22, 1964, GULF AMERICAN LAND CORPORATION did file an Amendment to Deed of Restrictions as more fully shown in O.R. Book 163, at Page 88, Public Records of Collier County; and

WHEREAS, GULF AMERICAN LAND CORPORATION did reserve the right to amend said Deed of Restrictions therein;

NOW, THEREFORE, GULF AMERICAN LAND CORPORATION does hereby amend the street side lot line from 25 feet and 35 feet where applicable to 15 feet, for the following described property, situate, lying and being in Collier County, Unit 1 and Unit 2, GOLDEN GATE SUBDIVISION, as per map or plat thereof recorded in Plat Book 5, Page 64, and Plat Book 5, Page 69, Public Records of Collier County, Florida:

BLOCK 12 -	Lots 1 and 11
BLOCK 22 -	Lots 1 and 30
BLOCK 20 -	Lots 16 and 17
BLOCK 26 -	Lot 13
BLOCK 41 -	Lots 1 and 21

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA
JUN 7 1 29 PM '65
MARGARET T. SCOTT
CLERK OF CIRCUIT COURT

IN WITNESS WHEREOF, GULF AMERICAN LAND CORPORATION has caused these presents to be signed by its duly authorized corporate officers

LAW OFFICES
MANN CARROLL, VEGA,
BIGGS AND NICHOLS
P. O. BOX 390
NAPLES, FLORIDA

and its corporate seal to be affixed at Naples, in the County of Collier and State of Florida, on this the 3rd day of June, A.D. 1965.

(CORPORATE SEAL)

GULF AMERICAN LAND CORPORATION

By _____
Vice President

ATTESTED BY:

_____
Secretary

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Edward V. Pacelli and J. S. Maddione Vice President and Secretary respectively of GULF AMERICAN LAND CORPORATION, a Florida corporation, to me well known to be the persons described in and who executed the foregoing Amendment to Deed of Restrictions, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed as such officer duly authorized, affixed the corporate seal and same is the act and deed of said corporation.

WITNESS my hand and seal on this the 3rd day of June, A. D. 1965.

(NOTARY SEAL)

_____
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES APR. 17, 1968
BONDED THROUGH FRED W. DIESTELHORST

RECORDED IN OFFICIAL RECORDS BOOK
of COLLIER COUNTY, FLORIDA
MARGARET T. SCOTT
Clerk of Circuit Court

LAW OFFICES
SMITH CARROLL VEGA
BROWN AND NICHOLS
P. O. Box 784
NAPLES FLORIDA

294180

AMENDMENT TO DEED OF RESTRICTIONS

GAC PROPERTIES INC

TO
ALL FUTURE OWNERS OF LOTS IN UNIT 8, PART 2, GOLDEN GATE SUBDIVISION, per plat recorded in Plat Book of the Public Records of Collier County, Florida

WHEREAS, GAC PROPERTIES INC, a Florida corporation, is the successor in interest to the former owner and developer of certain lands situated in Collier County, Florida, and known and designated as GOLDEN GATE SUBDIVISION; and

WHEREAS, GULF AMERICAN CORPORATION, as former owner and developer, has heretofore caused to be recorded a Deed of Restrictions, setting forth general development requirements in said subdivision; and

WHEREAS, it is the desire of GAC PROPERTIES INC, the present owner and developer, to amend the prior Deed of Restrictions heretofore recorded in Official Record 316 Page 593 of the Public Records of Collier County, Florida, and to establish the use of certain lots located in Unit 8 of Part 2 of said subdivision.

NOW, THEREFORE, there is hereby created, declared and established in Unit 8 Part 2, GOLDEN GATE SUBDIVISION, per plat recorded in Plat Book 9 Page 107-112 of the Public Records of Collier County, Florida, a restriction that all lots located in Block 280 and 281 are hereby restricted to use for residential purposes consisting of multi-family dwelling only in the zone designated MF-2 and that all lots located in Blocks 282, 283, 284, 285 and 286 are restricted to be used for residential purposes consisting of multi-family dwelling only in the zone designated MF-3.

IN WITNESS WHEREOF, GAC PROPERTIES INC has caused these presents to be signed and its corporate seal to be affixed at Miami, in the County of Dade and State of Florida, this 16th day of January, A.D., 1973.

GAC PROPERTIES INC

By: _____
Vice President

Attest:
_____
Assistant Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Robert L. Weintraub and Gretchen Mielke Vice President and Assistant Secretary respectively, of GAC PROPERTIES INC, a Florida corporation, to me well known to be the persons described in and who executed the foregoing Amendment To Deed Of Restrictions, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed as such officers duly authorized, affixed the corporate seal, and same is the act and deed of said corporation.

WITNESS my hand and seal this 16th day of January, 1963.

Patricia R. [illegible] (Seal)
Notary Public

This Instrument Was Prepared By:

Robert L. Weintraub
Attorney At Law
7880 Biscayne Boulevard
Miami, Florida 33138

13

625619

GAC Properties Inc

To

All Future Owners of Land in Golden Gate Subdivision, Collier County, Florida

AMENDMENT TO DEED OF RESTRICTIONS

Whereas, GAC Properties Inc is the owner and developer of certain lands situated in Collier County, Florida consisting of several plats heretofore filed in the Public Records of Collier County, Florida in the aggregate known as Golden Gate Subdivision; and

Whereas, heretofore Gulf American Land Corporation and Gulf American Corporation, GAC Properties Inc's predecessors in title (Grantor) caused to be filed a Deed of Restrictions dated November 13, 1963 and filed November 14, 1963 in Official Records Book 154 at Page 554 of the Public Records of Collier County, Florida, as amended by that certain Amended Deed of Restrictions, dated January 22, 1964, filed January 30, 1964 in Official Records Book 160 at Page 503 of the Public Records of Collier County, Florida, as further amended by that certain Amendment to Deed of Restrictions, dated February 20, 1964, filed February 27, 1964 in Official Records Book 163 at Page 88 of the Public Records of Collier County, as further amended by that certain Amendment to Deed of Restrictions, dated January 19, 1965 and filed January 25, 1965 in Official Records Book 182 at Page 762 of the Collier County Records, as further amended, specifically with respect to subject property, by that certain Deed of Restrictions, dated June 13, 1969, filed July 1, 1969 in Official Records Book 316 at Page 593 of the Public Records of Collier County, Florida, as further amended by that certain Amendment to Deed of Restrictions,

dated January 16, 1973, filed January 18, 1973 in Official Records Book 499 at Page 370 of the Public Records of Collier County, Florida; and

Whereas, said Deed of Restrictions provides for and specifically reserves the right, from time to time, to subsequently amend, alter or change such covenants and restrictions by filing an amendment thereto in the Public Records of Collier County, Florida; and

Whereas, the Grantor has petitioned the Board of County Commissioners of Collier County, Florida to vacate a portion of a plat of Golden Gate, Unit 8, Part 2, as recorded in Plat Book 9 at Page 107 A through 112 inclusive of the Public Records of Collier County, Florida; and

Whereas, the Board of County Commissioners of Collier County, Florida did on November 13, 1979 approve the above mentioned petition to vacate;

Now, Therefore, Grantor does hereby remove and release the following described lands, to wit;

> All of Blocks 282 through 286 inclusive, Golden Gate Subdivision, Unit 8, Part 2 according to the Plat thereof as recorded in Plat Book 9 at Pages 107 through 112 of the Public Records of Collier County, Florida including all contiguous dedicated streets, which property is more particularly described in Exhibit "A" attached hereto and made a part hereof

from the effect of the above-listed deed restrictions as amended and does declare that they shall be null and void as they apply to said lands.

Except as herein provided, the aforementioned deed restrictions and amendments thereto are ratified, affirmed and re-imposed on other lands heretofore platted and shall be applicable on said lands in Golden Gate Subdivision, Collier County, Florida and shall continue in full force and effect.

In Witness Whereof, GAC Properties Inc has caused these presents to be signed by its duly authorized corporate officers and its corporate seal to be affixed thereto at Coral Gables, in the County of Dade, State of Florida, this 4th day of December, 1979.

GAC PROPERTIES INC

(CORPORATE SEAL)

By _____ Vice President

Attest:

Juanita I. Rivera
Secretary

Witnesses:

Gloria P Henry
Sandra Lee Jones

State of Florida

County of Dade

I hereby certify that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Robert L. Weintraub and Juanita I. Rivera, well known to me to be the Vice President and Secretary respectively of the corporation named as first party in the foregoing Amendment to Deed of Restrictions, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

Witness my hand and official seal in the County and State last aforesaid this 4th day of December, 1979.

Gloria P Henry

Notary Public, State of Florida at Large
My Commission Expires May 31, 1980
Bonded by Fireman's Fire & Casualty Company

Instrument Was Prepared by
[illegible]
[illegible] 523000, [illegible]

EXHIBIT "A"

A parcel of land lying in the NE 1/4 and the SE 1/4 of Section 27, Township 49 South, Range 26 East in Collier County, Florida and being more particularly described as follows:

Commencing at the centerline intersection of 44th Street SW and 27th Court SW as recorded in the Plat of Golden Gate Unit 8 Part 2 of the Public Records of Collier County, Florida. Thence, run N67°00'00" E a distance of 755.00 feet; thence N23°00'00" W a distance of 130.00 feet to a concrete monument and the Point of Beginning of the said described parcel of land; thence run along the arc of a curve being concave to the Southeast, thru a central angle of 90°00'00" and having a radius of 210.00 feet for a distance of 329.86 feet; thence leaving said curve run N67°00'00" E a distance 600.52 feet to the beginning of a curve to the right, having a central angle of 53°00'00" and a radius of 210.00 feet; thence run along the arc of said curve a distance 194.26 feet; thence S60°00'00" E a distance of 715.08 feet to the beginning of a curve to the right having a central angle of 60°00'00" and a radius of 210.00 feet. Thence run along the arc of said curve a distance of 219.91 feet; thence S00°00'00" W a distance of 661.52 feet to the beginning of a curve to the right having a central angle of 88°24'16" and a radius of 210.00 feet; thence run along the arc of said curve a distance of 324.02 feet; thence S88°24'16" W a distance of 655.68 feet to the beginning of a curve to the right, having a central angle of 68°35'44" and a radius of 465.00 feet, thence run along the arc of said curve a distance of 556.70 feet; thence N23°00'00" W a distance of 703.32 feet to the Point of Beginning.

Said parcel containing 41.203 acres more or less.

RECORDED

AMENDMENT TO GOLDEN GATE CITY
SUBDIVISION DEEDS OF RESTRICTIONS
AND AMENDMENTS THERETO

THIS AMENDMENT is made this 12th day of July, 1982, by AVATAR PROPERTIES INC.; f/k/a GAC Properties Inc.; f/k/a Gulf American Corporation, a/k/a Gulf American Land Corporation; f/k/a GAC Land Development Corp., a Florida corporation, having its offices at 201 Alhambra Circle, Coral Gables, Florida, 33134, hereinafter called "Declarant."

WHEREAS, the Declarant originally caused to be filed and recorded a series of Restrictive Covenants and amendments thereto, listed on Exhibit "A", attached hereto and by reference made a part hereof, for the property known as the Golden Gate City Subdivision, described in the documents referenced in Exhibit "A", which set forth uniform covenants and general requirements affecting the lands described therein; and

WHEREAS, the Declarant desires to amend the said Declarations and amendments thereto; and

WHEREAS, the Declarant has the right and authority to amend the said Declarations and amendments thereto.

NOW, THEREFORE,

The Declarant hereby amends the said Declarations and amendments as follows:

1. The following shall be added to all documents listed on Exhibit "A", attached hereto, as the final numbered paragraph of each document:

> "Notwithstanding anything to the contrary contained herein, one day prior to the expiration date hereof, this instrument shall be automatically extended for successive periods of ten (10) years each, unless an instrument agreeing to change said covenants and restrictions in whole or in part, signed by two-thirds (2/3) of the then applicable property owners of record is placed in the Public Records, or until Golden Gate Subdivision shall become part of an incorporated municipality, whichever event shall first occur."

2. All other terms and conditions of the Declarations and amendments on Exhibit "A", attached hereto, shall remain in full force and effect.

IN WITNESS WHEREOF, the said Avatar Properties Inc. has caused these presents to be signed by its duly authorized corporate officers and has caused the corporate seal to be affixed hereunto this 12th day of July, 1982, at Coral Gables, Florida.

AVATAR PROPERTIES INC.
(CORPORATE SEAL)

By: Dennis J. Getman
Dennis J. Getman, Sr. V.P.

Attest: Juanita I. Rivera
Juanita I. Rivera - Secy

Teri Carlise and Lon
Carole A Bryden

STATE OF FLORIDA:
COUNTY OF DADE: ss:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, Dennis J. Getman and Juanita I. Rivera, as Sr. V.President and _____ Secretary, respectively, of Avatar Properties Inc., a

THIS INSTRUMENT PREPARED BY: DENNIS J. GETMAN, ESQUIRE
14th FLOOR, 201 ALHAMBRA CIRCLE
CORAL GABLES, FLORIDA 33134

AVATAR

Florida corporation, to me well-known to be the persons described in and who executed the foregoing Amendment to Golden Gate City Subdivision Deeds of Restrictions and Amendments Thereto, and they acknowledged before me that they executed the same freely and voluntarily for the prupose therein expressed as such officers, affixed the corporate seal, and same is the act and deed of the corporation.

IN WITNESS WHEREOF, my hand and seal this 12th day of July, 1982.

Ellen J. Hirsch
NOTARY PUBLIC STATE OF FLORIDA
AT LARGE

SEAL

My Commission expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 11 1984
BONDED THRU GENERAL INS. UNDERWRITERS

EXHIBIT A

1. General Development Restrictions contained in instrument recorded November 14, 1963, in Official Records Book 154, at Page 554; as amended by instrument recorded January 30, 1964, in Official Records Book 160, Page 503; as amended by instrument recorded February 27, 1964, in Official Records Book 163, Page 88; and instrument recorded January 25, 1965, in Official Records Book 182, Page 762; of the Public Records of Collier County, Florida.

2. Restrictions as set out in instrument dated April 21, 1964 and recorded April 30, 1964 in Official Records Book 166, at Page 721 of the Public Records of Collier County, Florida.

3. Restrictions as set out in instrument dated April 26, 1976 and recorded April 27, 1976 in Official Records Book 648, at Page 1041 of the Public Records of Collier County, Florida.

4. Restrictions as set out in instrument dated April 21, 1964 and recorded April 30, 1964 in Official Records Book 166, at Page 723 of the Public Records of Collier County, Florida.

5. Restrictions as set out in instrument dated November 17, 1969 and recorded December 2, 1969, in Official Records Book 335, at Page 97 of the Public Records of Collier County, Florida.

6. Restrictions as set out in instrument dated June 23, 1964 and recorded July 2, 1964, in Official Records Book 170, at Page 923 of the Public Records of Collier County, Florida.

7. Restrictions as set out in instrument dated December 26, 1969 and recorded January 13, 1970, in Official Records Book 338, at Page 675 of the Public Records of Collier County, Florida.

8. Restrictions as set out in instrument dated December 26, 1969 and recorded January 13, 1970 in Official Records Book 338, at Page 688 of the Public Records of Collier County, Florida.

9. Restrictions as set out in instrument dated December 26, 1969 and recorded January 13, 1970 in Official Records Book 338, at Page 685 of the Public Records of Collier County, Florida.

10. Restrictions as set out in instrument dated December 26, 1969 and recorded January 13, 1970 in Official Records Book 338, at Page 683 of the Public Records of Collier County, Florida.

11. Restrictions as set out in instrument dated December 26, 1969 and recorded January 13, 1970 in Official Records Book 338, at Page 680 of the Public Records of Collier County, Florida.

12. Restrictions as set out in instrument dated December 26, 1969 and recorded January 13, 1970 in Official Records Book 338, at Page 678 of the Public Records of Collier County, Florida.

13. Restrictions as set out in instrument dated June 13, 1969 and recorded July 1, 1969, in Official Records Book 316, at Page 593 of the Public Records of Collier County, Florida.

AMENDMENT TO DEED OF RESTRICTIONS

AVATAR PROPERTIES INC., f/k/a GAC PROPERTIES INC., f/k/a GULF AMERICAN CORPORATION, f/k/a GULF AMERICAN LAND CORPORATION,
TO
ALL PRESENT AND FUTURE OWNERS OF LOTS IN GOLDEN GATE SUBDIVISIONS, COLLIER COUNTY, FLORIDA

WHEREAS AVATAR PROPERTIES INC., a Florida Corporation, hereinafter called "Declarant", is the owner and developer of certain lands situated in Collier County, Florida, known and designated as Golden Gate Subdivision; and

WHEREAS, Declarant caused to be filed and recorded an original Deed of Restrictions dated November 13, 1963 and filed November 14, 1963 in Official Records Book 154, at Page 554 of the Public Records of Collier County, Florida, which was amended by Amendment to Golden Gate City Subdivision Deeds of Restrictions and Amendments thereto dated July 12, 1982 and recorded in Official Records Book 000979, at Pages 001512 through 001514 of the Public Records of Collier County; and

WHEREAS, Declarant desires to further amend the said Deeds of Restrictions and Amendments thereto; and

WHEREAS, the said original Deed of Restrictions provides for and specifically reserves the right of Declarant to subsequently amend, alter or change the covenants and restrictions and use restrictions from time to time by filing an amendment thereto upon the Public Records of Collier County, Florida;

NOW, THEREFORE, Declarant does hereby amend the aforesaid original Deed of Restrictions heretofore filed among the Public Records of Collier County in the following particulars only:

1. Under Restriction A (Uniform General Requirements), delete Paragraph 3 in its entirety.

2. Under Restriction A, in Paragraph 5, line six, change "five (5) feet" to read "six (6) feet."

3. Under Restriction A, delete Paragraph 7 in its entirety.

4. Under Restriction B, (Single and Multiple Dwellings), in Paragraph 2, line one, insert the words "or duplex" after the words "single family". Also, add "Any building in excess of a duplex must have a minimum of 15,000 square feet of land area." as the final sentence of Paragraph 2. Paragraph 2. shall read as follows:

> "2. No single family or duplex dwelling shall be constructed on less than one (1) lot, or its equivalent of at least 10,000 square feet, and no building shall be located on any lot closer than thirty (30) feet, or further than thirty-seven (37) feet to the front lot line, (except for pie-shaped lots of less than eighty (80) feet of street frontage which permits

Review & Compliance Committee
90 Golden Gate Fire Station
4741 Golden Gate Pkwy 33999
Naples

This instrument prepared by:
DENNIS J. GETMAN, Esquire
14th Floor, 201 Alhambra Circle
Coral Gables, Florida 33134

setbacks to a depth of the point where lot becomes eighty (80) feet wide); twenty-five (25) feet to the rear lot line, and ten (10) feet to an interior side lot line, or twenty-five (25) feet to a street side lot line. Any building in excess of a duplex must have a minimum of 15,000 square feet of land area."

5. Under Restriction B, (Single and Multiple Dwellings), in Paragraph 3, line four, delete all words after the word, "lots", and after said word, "lots", add the following: "contiguous to golf courses or canals; 1000 square feet in all other lots." so that Paragraph 3 shall read as follows:

"3. All single-family dwellings, (exclusive of carport, breezeways, garages, utility rooms, open patios and porches), shall contain a minimum of 1200 square feet livable interior floor space in lots contiguous to golf courses or canals; 1000 square feet in all other lots."

6. Under Restriction B, delete Paragraph 4 in its entirety. The new Paragraph 4 shall read as follows:

"4. All Multiple Dwellings (exclusive of carports, breezeways, patios and porches) shall contain a minimum of 750 square feet living area per family unit. Minimum lot area of 7,260 square feet for each dwelling unit is required. Front setback of 37 feet, side setback of 15 feet, and rear setback of 25 feet must be maintained."

IN WITNESS WHEREOF, AVATAR PROPERTIES INC. has caused these presents to be signed by its duly authorized corporate officers and has caused its corporate seal to be affixed hereunto this 29th day of November, 1983 at Coral Gables, Florida.

WITNESS:

AVATAR PROPERTIES INC.
(Corporate Seal)

By: Dennis J. Delman
Sr. Vice President

Attest: Juanita V. Rivera
Secretary

STATE OF FLORIDA)
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Dennis J. Getman and Juanita I. Rivera, Senior Vice President and Secretary, respectively, of AVATAR PROPERTIES INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing AMENDMENT TO DEED OF RESTRICTIONS, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed, as such officers duly authorized, affixed the corporate seal thereto, and same is the act and deed of said Corporation.

WITNESS MY HAND AND SEAL at Coral Gables, in the County of Dade and State of Florida, this 29 day of November, 1983.

Ellen J. Beck
NOTARY PUBLIC

My Commission Expires:
8-11-85

162275 1984 MAR 20 PM 1:24 001072 OR BOOK 000592 PAGE

RECORDED

AMENDMENT TO DEED OF RESTRICTIONS

AVATAR PROPERTIES, INC., f/k/a GAC PROPERTIES, INC., f/k/a GULF AMERICAN CORPORATION, f/k/a GULF AMERICAN LAND CORPORATION,

TO

ALL PRESENT AND FUTURE OWNERS OF LOTS IN GOLDEN GATE SUBDIVISIONS, COLLIER COUNTY, FLORIDA:

WHEREAS AVATAR PROPERTIES, INC., a Florida corporation, hereinafter called "Declarant", is the owner and developer of certain lands situated in Collier County, Florida, known and designated as Golden Gate Subdivision; and

WHEREAS Declarant caused to be filed and recorded an original Deed of Restrictions dated November 13, 1963, and filed November 14, 1963 in O. R. Book 154, Page 554 of the Public Records of Collier County, Florida, which Deed of Restrictions was amended on January 22, 1964 and recorded in O.R. Book 160, Page 503, and further amended on February 20, 1964 and recorded in O.R. Book 163, Page 88; and further amended on January 19, 1965 and recorded in O.R. Book 182, Page 762; and further amended on July 12, 1982 and recorded in O.R. Book 979, Pages 1512 through 1514; and further amended on November 29, 1983 and recorded in O.R. Book 1057, pages 1116 through 1118, all of the Public Records of Collier County, Florida, and

WHEREAS Declarant desires to further amend the said Deed of Restrictions and amendments thereto; and

WHEREAS the said original Deed of Restrictions provides for and specifically reserves the right of Declarant to subsequently amend, alter or change the covenants and restrictions and use restrictions from time to time by filing an amendment thereto in the Public Records of Collier County, Florida;

NOW, THEREFORE, Declarant does hereby amend the aforesaid original Deed of Restrictions heretofore filed in the Public Records of Collier County, Florida in the following particulars only:

1. Under Restriction B, (Single and multiple dwellings) paragraph 2 shall be amended to read as follows:

> "2. No single family, duplex dwelling or triplex dwelling shall be constructed on less than one (1) lot, or its equivalent of at least 10,000 square feet, and no building shall be located on any lot closer than thirty (30) feet, or further than thirty-seven (37) feet to the front lot line, (except for pie-shaped lots of less than eighty (80) feet of street frontage which permits setbacks to a depth of the point where the lot becomes eighty (80) feet wide); twenty-five (25) feet to the rear lot line, and ten (10) feet to an interior side lot line, or twenty-five (25) feet to a street side lot line."

IN WITNESS WHEREOF, AVATAR PROPERTIES, INC. has caused these presents to be signed by its duly authorized corporate officers, and has caused its corporate seal to be affixed hereunto this 9th day of March, 1984, at Coral Gables, Florida.

AVATAR PROPERTIES, INC.
a Florida corporation

By: Dennis J. Gelman
Dennis J. Gelman
Senior Vice President

Gloria Anderson

Gloria Bell

ATTEST: Juanita I. Rivera
Juanita I. Rivera
Secretary

KATHLEEN C. PASSIDOMO
ATTORNEY AT LAW
900 SIXTH AVENUE, SO.
NAPLES, FL. 33940

BARKER, SHUGART & HENRY
Suite 204, Commerce Building
1000 Sth Avenue South
Naples, Florida 33940

001072 [redacted]

STATE OF FLORIDA
COUNTY OF DADE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DENNIS J. GETMAN and JUANITA I. RIVERA, well known to me to be the Senior Vice President and Secretary, respectively, of Avatar Properties, Inc., and that they severally acknowledged executing the above Amendment To Deed Of Restrictions in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed is the true corporate seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 9th day of March, 1984.

(SEAL)

Ellen J. Hirsch
Notary Public

My Commission Expires: 8-11-85

KATHLEEN C. PASSIDOMO
ATTORNEY AT LAW
900 SIXTH AVENUE, SO.
NAPLES, FL. 33940

Recorded and Verified
In Official Records of
COLLIER COUNTY, FLORIDA
WILLIAM J. REAGAN, CLERK
by LAURA PROCTOR, D.C.

-9 no Recd
/ 1 INDEX

AMENDMENT TO DEED OF RESTRICTIONS

AVATAR PROPERTIES INC., f/k/a GAC PROPERTIES INC., f/k/a GULF AMERICAN CORPORATION, f/k/a GULF AMERICAN LAND CORPORATION,

TO

ALL PRESENT AND FUTURE OWNERS OF LOTS IN GOLDEN GATE SUBDIVISIONS, COLLIER COUNTY, FLORIDA.

WHEREAS AVATAR PROPERTIES INC., a Florida corporation, hereinafter called "Declarant", is the owner and developer of certain lands situated in Collier County, Florida, known and designated as Golden Gate Subdivision; and

WHEREAS Declarant caused to be filed and recorded an original Deed of Restrictions dated November 13, 1963, and filed November 14, 1963 in O. R. Book 154, Page 554 of the Public Records of Collier County, Florida, which Deed of Restrictions was amended on January 22, 1964 and recorded in O. R. Book 160, Page 503, and further amended on February 20, 1964 and recorded in O. R. Book 163, Page 88; and further amended on January 19, 1965 and recorded in O. R. Book 182, Page 762; and further amended on July 12, 1982 and recorded in O. R. Book 979, Pages 1512 through 1514; and further amended on November 29, 1983 and recorded in O. R. Book 1057; Pages 1116 through 1118, and further amended on March 9, 1984 and recorded in O. R. Book 1072 at Pages 992 and 993, all of the Public Records of Collier County, Florida; and

WHEREAS Declarant desires to further amend the said Deed of Restrictions and amendments thereto; and

WHEREAS the said original Deed of Restrictions provides for and specifically reserves the right of Declarant to subsequently amend, alter or change the covenants and restrictions and use restrictions from time to time by filing an amendment thereto in the Public Records of Collier County, Florida;

NOW, THEREFORE, Declarant does hereby amend the aforesaid original Deed of Restrictions heretofore filed in the Public Records of Collier County, Florida in the following particulars only:

1. Under Restriction B, (single family dwellings), paragraph 2 shall be amended to read as follows:

   "2. In Collier County Zones RSF, no single-family dwelling shall be constructed on less than one (1) lot, or its equivalent of at least 10,000 square feet, and no building shall be located on any lot closer than thirty (30) feet, or further than thirty-seven (37) feet to the front lot line, (except for pie shaped lots of less than eighty (80) feet of street frontage which permits setbacks to a depth of the point where the lot becomes eighty (80) feet wide); twenty-five (25) feet to the rear of lot line, and ten (10) feet to an interior side lot line, or twenty-five (25) feet to a street side lot line.

   For requirements for single-family dwellings on non-conforming lots of record, see Collier County Zoning Ordinance Section 7.12 C7 (a) on Page 37, further on Page 116."

2. Under Restriction B, (multiple family dwellings), paragraph 4 shall be amended to read as follows:

   "4. In Collier County Zones RMF6, no multiple family dwelling shall be constructed on a lot less than 100 feet wide and with 7,260 square feet in area for each dwelling unit. All multiple dwellings, (exclusive of carport, breezeways, garages, utility rooms, open patios and porches) must contain a minimum of 750 square feet of living area per family unit. Front set back of 37 feet, side set back of 15 feet, and rear set back of 25 feet must be maintained.

Review and Compliance Committee
4741 Golden Gate Parkway
Golden Gate, FL 33999

This instrument prepared by:
D. [illegible] Esquire
14th Floor, 201 Alhambra Circle
Coral Gables, Florida 33134

For requirements for multifamily dwellings in Zones RMF6 on non-conforming lots of record, see Collier County Zoning Ordinance Section 7.12 C7 (b) on Page 37, and further on Page 116.

In Collier County Zones RMF12, all of the above applies except: Lot size 150 feet and one acre in area; and for dwellings on non-conforming lots of record, Collier County Regulations in Section 7.13 b (3) Page 39 must be followed."

IN WITNESS WHEREOF, AVATAR PROPERTIES INC. has caused these presents to be signed by its duly authorized corporate officers, and has caused its corporate seal to be affixed hereto this 11th day of September, 1984, at Coral Gables, Florida.

AVATAR PROPERTIES INC.,
a Florida corporation

Ellen J. Hirsch

Gloria Anderson

By: Dennis J. Getman
Dennis J. Getman
Senior Vice President

ATTEST: Juanita I. Rivera
Juanita I. Rivera
Secretary

STATE OF FLORIDA)
COUNTY OF DADE) SS.

I HEREBY CERTIFY, that on this day before me an officer duly authorized to take acknowledgements of deeds, personally appeared Dennis J. Getman and Juanita I. Rivera, as the Senior Vice President and Secretary, respectively, of Avatar Properties Inc., a corporation under the laws of the State of Florida, executed the foregoing instrument on behalf of said corporation, and that the seal affixed to the said instrument was so affixed by authority of said corporation, and is in fact the corporate seal of the said corporation.

I FURTHER CERTIFY, that the persons making this acknowledgement are to me well-known to be the persons described in and who as the President and Secretary of the said corporation executed the said instrument as aforesaid.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal at the City of Coral Gables, in the County and State aforesaid, this the 11th day of September, A.D., 1984.

Carol A. Bryden
Notary Public for State of Florida at Large

My commission expires: _____

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 12 1988
BONDED THRU GENERAL INS. UNDERWRITERS

00962460

1985 OCT 14 AM 10:57

RECORDED

AVATAR COLLIER COUNTY

AVATAR PROPERTIES INC.

4.00

October 10, 1985

OR BOOK 0011159

PAGE 002155

Don Lusk, County Manager
Board of Commissioners
3301 Tamiami Trail East
Naples, Florida 33962

Re: Golden Gate City - Compliance with Deed of Restrictions, as amended

Dear Mr. Lusk:

I would hereby on behalf of Avatar Properties Inc. f/k/a GAC Properties Inc. f/k/a Gulf American Corporation f/k/a Gulf American Land Corporation f/k/a GAC Land Development Corporation, again reconfirm to Collier County and its subdivisions that we have assigned the review and compliance aspects of the Deed of Restrictions for Golden Gate City to the Review and Compliance Committee supported by the Golden Gate Civic Association, Inc. This Committee will be undertaking the review and monitoring aspects applicable to the Deed of Restrictions as designated agent for Avatar Properties Inc. We would appreciate it if you would notify the appropriate subdivisions of Collier County government of the aforesaid so that full and complete cooperation will take place in this matter. In particular, we feel that it is important that the Collier County Planning Department and Collier County Building Department be advised so that they can notify prospective homebuilders of the need to process home construction plans for review and comment to the Committee as mandated by the recorded Deed of Restrictions.

The mailing address of the said Committee is 4741 Golden Gate Parkway, Golden Gate, Florida 33999 and their telephone number is 813-455-2457. The cooperation of Collier County and its subdivisions in this matter will help alleviate problems and negative ramifications from occurring with regard to future home construction in Golden Gate City. Collier County will be doing a service to potential homebuilders and their contractors by notifying them of the above.

Due to the importance of this matter, we have taken the liberty of forwarding a duplicate letter to the Clerk of Collier County for recordation in the Public Records. We hope that by placing this letter of public record that it will also help in avoiding future difficulties.

Your cooperation and assistance in the above is greatly

AVATAR HOLDINGS INC.
201 Alhambra Circle
Coral Gables, Florida 33134
305 442-7000 Telex 441147

appreciated by both Avatar Properties Inc. and the Committee. Please feel free to contact me or any member of the Committee if we can be of any service.

Very truly yours,

AVATAR PROPERTIES INC.

Dennis J. Getman

Dennis J. Getman
Senior Vice President-
General Counse

Witness

Witness

STATE OF FLORIDA:

COUNTY OF DADE:

The foregoing instrument was acknowledged before me this 9th day of October, 1985 by Dennis J. Getman, Senior Vice President of Avatar Properties Inc., a Florida corporation, on behalf of the corporation.

Notary Public
State of Florida at Large
6-17-89

cc: Herbert Kieckhefer-
Review and Compliance Committee

Commissioner Max Hasse, Jr.

DJG:mg

AVATAR

1989 AUG 16 PM 1:25
RECORDED

REC 13
PRM 2.9
DOC
INT
IND

CERTIFIED MAIL
RETURN RECEIPT REQUESTED

August 14, 1989

OR BOOK 01462
PAGE 0022 23

01305737
COLLIER COUNTY

Neil Dorrill, County Manager
Collier County
3301 Tamiami Trail East
Naples, Florida 33962

Re: Golden Gate City Subdivision - Compliance with Deed of Restrictions

Dear Mr. Dorrill:

I would hereby, on behalf of Avatar Properties Inc. f/k/a GAC Properties Inc. f/k/a Gulf American Corporation f/k/a Gulf American Land Corporation f/k/a GAC Land Development Corporation, again reconfirm to Collier County and its subdivisions that we have assigned the review and compliance aspects of the Deed of Restrictions for Golden Gate City to the Review and Compliance Committee of the Golden Gate Civic Association, Inc. This Committee will be undertaking the review and monitoring aspects applicable to the Deed of Restrictions as designated agent for Avatar Properties Inc. We would appreciate it if you would notify the appropriate subdivisons of Collier County government of the aforesaid so that full and complete cooperation will take place in this matter. By copy hereof, we are hereby advising the Collier County Planning Department, Zoning Department and Building Department of the aforesaid so that they can notify prospective homebuilders of the need to process home construction plans for review and comment to the Committee as mandated by the recorded Deed of Restrictions.

I have listed, for your future reference, the names, addresses, and telephone numbers for the members of the Committee (Exhibit A). Please direct all correspondence to the Committee Chairman, Mr. Steve Marabel, to the address listed on Exhibit A. The cooperation of Collier County and its subdivisions in this matter will help alleviate problems and negative ramifications from occurring with regard to future home construction in Golden Gate City. Collier County will be doing a service to potential homebuilders and their contractors by notifying them of the aforesaid.

This instrument prepared by:
DENNIS J. GETMAN, Esquire
14th Floor, 201 Alhambra Circle
Coral Gables, Florida 33134

AVATAR HOLDINGS INC.
201 Alhambra Circle
Coral Gables, Florida 33134
305 442-7000

**

Due to the importance of this matter, I have taken the liberty of forwarding a duplicate original of this letter to the Clerk of Collier County for recordation in the Public Records. It is my intent that by placing this letter of public record it will help in avoiding future difficulties.

Your cooperation and assistance in the aforesaid is greatly appreciated by both Avatar Properties Inc. and the Golden Gate Review and Compliance Committee. Please feel free to contact me, or any member of the Committee, if we may be of any service.

Very truly yours,

AVATAR PROPERTIES INC.

Dennis J. Getman

Dennis J. Getman
Executive Vice President -
General Counsel

STATE OF FLORIDA:
COUNTY OF DADE:

The foregoing instrument was acknowledged before me this 14th day of August, 1989, by Dennis J. Getman, Executive Vice President of Avatar Properties Inc., a Florida corporation, on behalf of the corporation.

Lynn E. Lyons
NOTARY PUBLIC STATE OF FLORIDA
AT LARGE

Notary Public, State of Florida at Large
My Commission Expires March 4, 1991
Bonded thru Agent's Notary Brokerage

DJG:11

cc: Collier County Building Department
Collier County Planning Department
Collier County Zoning Department
Steve Marabel, Chairman, Review and Compliance Committee

EXHIBIT A

GOLDEN GATE REVIEW AND COMPLIANCE COMMITTEE MEMBERS

Steve Marabel, Chairman
4583 32nd Avenue, S.W.
Naples, Florida 33999
813-455-8354

Sergio De Cesare
777 103rd Avenue, N.
Naples, Florida 33963
813-566-2317

Arthur Belgrave
4141 30th Avenue, S.W.
Naples, Florida 33999
813-455-4305

Arthur Krause
4401 22nd Place, S.W.
Naples, Florida 33999
813-455-4081

Miguel Sineriz
2557 55th Terrace, S.W.
Apartment B
Naples, Florida 33999
813-455-6522

94554

DEED OF RESTRICTIONS

GULF AMERICAN LAND CORPORATION

To

ALL FUTURE OWNERS OF LOTS IN GOLDEN GATE SUBDIVISION, UNIT 1, per plat recorded in Plat Book 5, Pages 60 through 64, of the Public Records of Collier County, Florida.

WHEREAS, GULF AMERICAN LAND CORPORATION, a Florida corporation, is the owner and developer of certain lands situated in Collier County, Florida, and known and designated as GOLDEN GATE SUBDIVISION; and

WHEREAS, GULF AMERICAN LAND CORPORATION has heretofore caused to be recorded a Deed of Restrictions, setting forth general development requirements in said subdivision; and

WHEREAS, it is desired to establish the use to which the lots located in Unit 1 of said subdivision may be put,

NOW, THEREFORE, there are hereby created, declared and established in Unit 1, GOLDEN GATE SUBDIVISION, per plat recorded in Plat Book 5, Pages 60 through 64, of the Public Records of Collier County, Florida, a restriction that all lots located in the following Blocks are restricted to be used for residential purposes consisting of single family dwellings only, in the zone designated R-1A:

Block No.	Lots No.
8	1 through 11
8	38 through 48

That all lots located in the following Blocks are restricted to be used for residential purposes consisting of single family dwellings only, in the zone designated R-1B:

Block No.	Lots No.
9	All
7	1 through 10
10	All
11	All
14	All

That all lots located in the following Blocks may be used for residential purposes consisting of duplexes, in the zone designated R-2:

Block No.	Lots No.
6	1 through 12
7	11 through 20
12	1 through 11
13	1 through 11

That all lots located in the following Blocks may be used for residential purposes consisting of multiple family dwellings, in the zone designated R-3:

Block No.	Lots No.
2	All
3	All
4	All
5	1 through 7
6	13 through 24
12	12 through 22
13	12 through 22

That all lots located in the following Blocks are restricted to be used for business purposes only:

Block No.	Lots No.
1	All
5A	All
15	All

That the size of the buildings to be constructed on these various lots shall conform to the requirements as set forth in the uniform general Deed of Restrictions above referred to.

IN WITNESS WHEREOF, GULF AMERICAN LAND CORPORATION has caused these presents to be signed and its corporate seal to be affixed at Miami, in the County of Dade and State of Florida, this 21st day of April, A.D. 1964.

GULF AMERICAN LAND CORPORATION

By _____
President

(Seal)
ATTEST:

_____
Secretary

STATE OF FLORIDA)
) SS.:
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly [illegible] administer oaths and take acknowledgments, LEONARD ROSEN and JOSEPH S. MADDLONE, President and Secretary, respectively, of GULF AMERICAN LAND CORPORATION, a Florida corporation, to me well known to be the persons described in and who executed the foregoing Deed of Restrictions, and acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed as such officers duly authorized, affixed the corporate seal, and same is the act and deed of said corporation.

WITNESS my hand and seal this the 21st day of April, 1964.

Mary Louise Montalvo
Notary Public, State of Florida
at Large

My Commission expires:
NOTARY PUBLIC STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES JAN. 13, 1967

186298

OFF REC 316 PAGE 593

DEED OF RESTRICTIONS

GULF AMERICAN CORPORATION

To

ALL FUTURE OWNERS OF LOTS IN UNIT 8, PART 2, GOLDEN GATE SUBDIVISION, per plat recorded in Plat Book of the Public Records of Collier County, Florida

WHEREAS, GULF AMERICAN CORPORATION, a Florida corporation, is the owner and developer of certain lands situated in Collier County, Florida, and known and designated as GOLDEN GATE SUBDIVISION; and

WHEREAS, GULF AMERICAN CORPORATION has heretofore caused to be recorded a Deed of Restrictions, setting forth general development requirements in said subdivision; and

WHEREAS, it is desired to establish the use to which the lots located in Unit 8 Part 2 of said subdivision may be put,

NOW, THEREFORE, there are hereby created, declared and established in Unit 8 Part 2, GOLDEN GATE SUBDIVISION, per plat recorded in Plat Book 9 Page 107-112 of the Public Records of Collier County, Florida, a restriction that all lots located in Blocks 280 through and including 286 are restricted to be used for residential purposes consisting of single family dwellings only in the zone designated SF-4.

That the size of the buildings to be constructed on these various lots shall conform to the requirements as set forth in the uniform general Deed of Restrictions above referred to.

IN WITNESS WHEREOF, GULF AMERICAN CORPORATION has caused these presents to be signed and its corporate seal to be affixed at Miami, in the County of Dade and State of Florida, this 13th day of June, A. D., 1969.

GULF AMERICAN CORPORATION

(SEAL)

By: _____
Vice President

ATTEST:

_____
Assistant Secretary

RECORDED
OFFICIAL RECORDS
COLLIER COUNTY, FLORIDA

JUL 1 3 22 PM '69

MARY
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

This instrument was prepared by:
L. M. WOLF, Attorney at Law
7880 Biscayne Blvd., Miami, Fla.

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Gene Tannen and Joseph Braunstein, Vice President and Assistant Secretary respectively, of GULF AMERICAN CORPORATION, a Florida corporation, to me well known to be the persons described in and who executed the foregoing Deed of Restrictions, and acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed as such officers duly authorized, affixed the corporate seal, and same is the act and deed of said corporation.

WITNESS my hand and seal this 13th day of June, 1969.

Charles E. Lewis
Notary Public
State of Florida

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES [illegible] 22, 1971
BONDED THROUGH FRED W. DICKSTEIN AGENCY

Recorded in Official Records Book
of COLLIER COUNTY, FLORIDA
MARGARET T. SCOTT
Clerk of Circuit Court

312102 REC 530 PAGE 916

WARRANTY DEED

THIS INDENTURE, Made, this 8th day of January, A.D. 1973 BETWEEN GAC PROPERTIES INC, a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Dade and State of Florida and GOLDEN GATE GOLF AND COUNTRY CLUB, INC, a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Collier and State of Florida, and lawfully authorized to transact business in the State of Florida, parties of the first part, and GAC UTILITIES INC., Post Office Box 848, Cape Coral, Florida 33904 a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Lee and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of SIXTY FIVE HUNDRED ($6,500) DOLLARS to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Collier and State of Florida, to-wit:

FEE SIMPLE TITLE TO THE FOLLOWING REAL ESTATE

A parcel of land in Collier County, Florida, more particularly described as follows and being a part of the Plat of Tract A of Golden Gate Unit 8, Part 2, as recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Tract A, thence running South a distance of 649.27 feet along the West boundary of said Tract A; thence running East 336.31 feet to a point, said point being also described as the Point of Beginning; thence run North 89° 54' 21" East, a distance of 333.15 feet to a point; thence run North 0° 09' 03" East, a distance of 75.04 feet to a point; thence run North 47° 07' 42" West, a distance of 196.55 feet to a point; thence run South 89° 44' 56" West, a distance of 184.50 feet to a point; thence run South 50° 09' 46" West, a distance of 14.20 feet to a point; thence run South 11° 04' 09" West, a distance of 113.36 feet to a point; thence run South 1° 45' 30" West, a distance of 103.92 feet to the Point of Beginning.

UTILITY EASEMENT

An easement for utility lines 30 feet in width, being 15 feet equally on each side of the center line thereof, more particularly described as follows:

> Said line commencing at the Northeast corner of Tract B of Unit 1 of Golden Gate Subdivision, recorded in Plat Book 5 at Page 61 of the Public Records of Collier County, Florida, and thence running West 88.15 feet to the Point of Beginning and the center line of the easement herein described; thence run South 0° 02' 44" East for a distance of 1029.80 feet to a point; said point being the Southerly termination of the easement herein described.

UTILITY EASEMENT

An easement for utility lines located in Tract A of Golden Gate Unit 8, Part 2, according to the Plat thereof, recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

> A strip of land 30 feet in width, being 15 feet equally on each side of the center line thereof, and such easement commencing at the Southeast corner of Lot 14, Block 281 of said Unit 8, Part 2 of Golden Gate Subdivision; and thence running South 84° 19' 21" East along said easement center line for a distance of 348.51 feet to the point of Easterly termination of said 30 foot easement heretofore described.

IN WITNESS WHEREOF, the said parties of the first part have caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

GAC PROPERTIES INC.

Attest: _____ Secretary

By _____ Vice President

Signed, sealed and delivered in the presence of us:

_____

_____

GOLDEN GATE GOLF & COUNTRY CLUB, INC.

Attest: _____ Secretary

By _____ Vice President

Signed, sealed and delivered in the presence of us:

_____

_____

RECORDED
OFFICIAL RECORDS BOOK
COLLIER COUNTY, FLORIDA

MAY 30 6 13 AM '73

MARGARET T. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

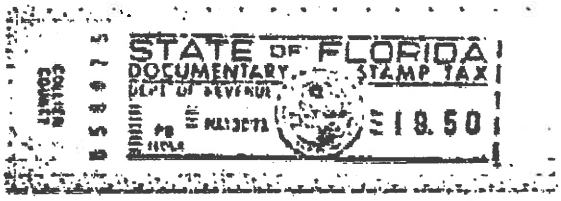
STATE OF FLORIDA,)
)
COUNTY OF)

I HEREBY CERTIFY, that on this 8th day of January, A.D. 1973, before me personally appeared Robert L. Weintraub and Gretchen Mielke, Vice President and Secretary of GAC PROPERTIES INC. and Robert L. Weintraub and Gretchen Mielke Vice President and Secretary of GOLDEN GATE GOLF AND COUNTRY CLUB, INC., corporations under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami in the County of Dade and State of Florida the day and year last aforesaid.

(Seal)
Notary Public

This Instrument Was Prepared By:
Robert L. Weintraub
Attorney At Law
7880 Biscayne Boulevard
Miami, Florida 33138



349389

CORRECTIVE
WARRANTY DEED

OFF REC 589 PAGE 760

THIS INDENTURE Made this 8th day of May , A.D 1974 -

BETWEEN GAC PROPERTIES INC, a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Dade and State of Florida and GOLDEN GATE GOLF AND COUNTRY CLUB, INC, a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Collier and State of Florida, and lawfully authorized to transact business in the State of Florida, parties of the first part, and GAC UTILITIES INC., Post Office Box 848, Cape Coral, Florida 33904, a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Lee and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of SIXTY FIVE HUNDRED ($6,500) DOLLARS to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Collier and State of Florida, to-wit:

FEE SIMPLE TITLE TO THE FOLLOWING REAL ESTATE

A parcel of land in Collier County, Florida, more particularly described as follows and being a part of the Plat of Tract A of Golden Gate Unit 8, Part 2, as recorded in Plat Book 5 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Tract A, thence running South a distance of 649.27 feet along the West boundary of said Tract A; thence running East 336.31 feet to a point, said point being also described as the Point of Beginning; thence run North 89° 54' 21" East, a distance of 333.15 feet to a point; thence run North 0° 09' 03" East, a distance of 75.04 feet to a point; thence run North 47° 07' 42" West, thence run North 29° 43' 49" East, a distance of 104.18 feet to a point; a distance of 196.55 feet to a point; thence run South 89° 44' 56" West, a distance of 184.50 feet to a point; thence run South 50° 09' 46" West, a distance of 14.20 feet to a point; thence run South 11° 04" 09" West, a distance of 113.36 feet to a point; thence run South 3° 49' 30" West, a distance of 183.92 feet to the Point of Beginning.

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA

MAY 15 2 54 PM '74

MARGARET T. SCOTT
CLERK OF CIRCUIT COURT

UTILITY EASEMENT

An easement for utility lines 30 feet in width, being 15 feet equally on each side of the center line thereof, more particularly described as follows:

> Said line commencing at the Northeast corner of Tract B of Unit 1 of Golden Gate Subdivision, recorded in Plat Book 5 at Page 61 of the Public Records of Collier County, Florida, and thence running West 88.15 feet to the Point of Beginning and the center line of the easement herein described; thence run South 0° 02' 44" East for a distance of 1029.80 feet to a point; said point being the Southerly termination of the easement herein described.

UTILITY EASEMENT

An easement for utility lines located in Tract A of Golden Gate Unit 8, Part 2, according to the Plat thereof, recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

> A strip of land 30 feet in width, being 15 feet equally on each side of the center line thereof, and such easement commencing at the Southeast corner of Lot 14, Block 281 of said Unit 8, Part 2 of Golden Gate Subdivision; and thence running South 84° 19' 21" East along said easement center line for a distance of 348.51 feet to the point of Easterly termination of said 30 foot easement heretofore described.

This deed is given to correct the description of fee simple title to certain real estate as shown in a warranty deed dated the 8th day of January 1973 and recorded in OR Book 530, Page 916-918.

IN WITNESS WHEREOF, the said parties of the first part have caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

GAC PROPERTIES INC.

Attest: _____ Secretary

By _____ Vice President

Signed, sealed and delivered in the presence of us:

_____

_____

GOLDEN GATE GOLF & COUNTRY CLUB, INC.

Attest: _____ Secretary

By _____ Vice President

Signed, sealed and delivered in the presence of us:

_____

_____

STATE OF FLORIDA }
COUNTY OF }

I HEREBY CERTIFY, that on this 8th day of May A. D. 1974, before me personally appeared Robert L. Weintraub and Juanita Rivera, Vice President and Secretary of GAC PROPERTIES INC. and Sidney A. Sorel and Milton M. Shapiro, Vice President and Assistant Secretary of GOLDEN GATE GOLF AND COUNTRY CLUB, INC., corporations under the laws of the State of Florida, to me known to be the persons who who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami in the County of Dade and State of Florida the day and year last aforesaid.

Notary Public

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES APRIL 19 1976
BONDED THRU GENERAL INSURANCE UNDERWRITERS

NOTARY PUBLIC STATE OF FLORIDA

This Instrument was Prepared By:
Robert L. Weintraub
Attorney At Law
7880 Biscayne Boulevard
Miami, Florida 33138

DOCUMENTARY SURTAX FLORIDA MAY 1974 $0.55

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE MAY 1974 $0.30

Recorded in Official Records Book of COLLIER COUNTY, FLORIDA
MARGARET T. SCOTT
Clerk of Circuit Court

CORRECTIVE-CORRECTIVE
WARRANTY DEED

386021 REC 622 PAGE 787

THIS INDENTURE, Made this 10th day of June, A. D. 1975 between GAC PROPERTIES INC, a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Dade and State of Florida and GOLDEN GATE GOLF AND COUNTRY CLUB, INC., a Florida corporation existing under the laws of the State of Florida, having its principal place of business in the County of Collier and State of Florida, and lawfully authorized to transact business in the State of Florida, parties of the first part, and GAC UTILITIES INC., Post Office Box 848, Cape Coral, Florida 33904, a corporation existing under the laws of the State of Delaware, having its principal place of business in the County of Lee and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of SIXTY FIVE HUNDRED ($6,500) DOLLARS to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Collier and State of Florida, to-wit:

FEE SIMPLE TITLE TO THE FOLLOWING REAL ESTATE

A parcel of land in Collier County, Florida, more particularly described as follows and being a part of the Plat of Tract A of Golden Gate Unit 8, Part 2 as recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

Commencing at the Northwest corner of Tract A, thence running South a distance of 649.27 feet along the West boundary of said Tract A; thence running East 336.31 feet to a point, said point being also described as the Point of Beginning; thence run North 89° 54' 21" East, a distance of 333.15 feet to a point; thence run North 0° 09' 03" East, a distance of 75.04 feet to a point; thence run North 23° 43' 43" East, a distance of 104.18 feet to a point; thence run North 47° 07' 42" West, a distance of 196.55 feet to a point; thence run South 89° 44' 56" West, a distance of 184.50 feet to a point; thence run South 50° 09' 46" West, a distance of 14.20 feet to a point; thence run South 11° 04" 09" West, a distance of 113.36 feet to a point; thence run South 3° 45' 30" West, a distance of 183.92 feet to the Point of Beginning.

UTILITY EASEMENT

An easement for utility lines 30 feet in width, being 15 feet equally on each side of the center line thereof, more particularly described as follows:

> Said line commencing at the Northeast corner of Tract B of Unit 1 of Golden Gate Subdivision, recorded in Plat Book 5 at Page 61 of the Public Records of Collier County, Florida, and thence running West 88.15 feet to the Point of Beginning and the center line of the easement herein described; thence run South 0° 02' 44" East for a distance of 1029.80 feet to a point; said point being the Southerly termination of the easement herein described.

UTILITY EASEMENT

An easement for utility lines located in Tract A of Golden Gate Unit 8, Part 2, according to the Plat thereof, recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida, more particularly described as follows:

> A strip of land 30 feet in width, being 15 feet equally on each side of the center line thereof, and such easement commencing at the Southeast corner of Lot 14, Block 281 of said Unit 8, Part 2 of Golden Gate Subdivision; and thence running South 84° 19' 21" East along said easement center line for a distance of 348.51 feet to the point of Easterly termination of said 30 foot easement heretofore described.

This deed is given to correct the description of fee simple title to certain real estate as shown in a warranty deed dated the 8th day of January 1973 and recorded in OR Book 530, Page 916-918, and in a corrective warranty deed dated the 8th day of May 1974 and recorded in OR Book 589, Page 760-762

IN WITNESS WHEREOF, the said parties of the first part have caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

GAC PROPERTIES INC.

Attest: _____
Secretary

By _____
Vice President

Signed, Sealed and delivered in the presence of us:

_____

_____

GOLDEN GATE GOLF & COUNTRY CLUB, INC.

Attest: _____
Assistant Secretary

By _____
Vice President

Signed, Sealed and delivered in the presence of us:

_____

_____

STATE OF FLORIDA

COUNTY OF DADE

I HEREBY CERTIFY, that on this 10th day of June, A.D. 1975, before me personally appeared Robert L. Weintraub and Juanita Rivera, Vice President and Secretary of GAC PROPERTIES INC and Sidney A. Sorel and Milton M. Shapir Vice President and Assistant Secretary of GOLDEN GATE GOLF AND COUNTRY CLUB, INC., corporations under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal at Miami in the County of Dade and State of Florida the day and year last aforesaid.

Patricia R. Rand

Notary Public

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES APRIL 13, 1979
BONDED THRU GENERAL INSURANCE UNDERWRITERS

This Instrument was Prepared By:

Samuel R. Danziger
Attorney At Law
P. O. Box 523000
Miami, Florida 33152

COLLIER COUNTY — DOCUMENTARY SUR TAX — FLORIDA — DEPT. OF REVENUE — JUN 17 '75 — FEB. 1083 — 00.55

COLLIER COUNTY — 1 0 2 8 5 2 — STATE OF FLORIDA DOCUMENTARY STAMP TAX — DEPT. OF REVENUE — JUN 17 '75 — FEB. 11054 — 00.30

Recorded in Official Records Book of COLLIER COUNTY, FLORIDA
MARGARET T. SCOTT
Clerk of Circuit Court

OR 538 353

WARRANTY DEED
FROM CORPORATION TO CORPORATION

316446

BANKERS FORM 35%

Warranty Deed

OR 538 353

This Indenture, Made this 15th day of June, A.D. 19 77,

BETWEEN GOLDEN GATE GOLF & COUNTRY CLUB,

a corporation

existing under the laws of the State of Florida, having its principal place of business in the County of Collier and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the first part, and GULF COMMUNICATORS, INC., 1320 LaFayette Street, Cape Coral, Florida 33990 a corporation existing under the laws of the State of Florida, having its principal place of business in the County of Lee and State of Florida, and lawfully authorized to transact business in the State of Florida, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the sum of TEN AND NO/100 ($10.00) Dollars to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part, its successors and assigns forever, the following described land situate, lying and being in the County of Collier and State of Florida, to-wit:

See Exhibit "A", attached hereto and made a part hereof.

JUL 5 10 15 AM '77
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
00.30

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

This Instrument Was Prepared By:
Bernard L. Feiner
DMC Properties Inc., 7880 Biscayne Blvd., Miami, Fla.

1805 MV

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, attested by its Secretary, the day and year above written.

GOLDEN GATE GOLF & COUNTRY CLUB

Attest By

Secretary Vice President

Signed, sealed and delivered in the presence of us:

State of Florida,

County of Dade

I Hereby Certify, that on this 15th day of June A. D. 1973, before me personally appeared Robert L. Weinraub and Vice President and Secretary respectively of GOLDEN GATE GOLF & COUNTRY CLUB, a corporation under the laws of the State of Florida, to me known to be the persons who signed the foregoing instrument as such officers and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

Witness my hand and official seal at Miami in the County of Dade and State of Florida the day and year last aforesaid.

(Seal)

RAMCO'S FORM 38'

Warranty Deed

(FROM CORPORATION TO CORPORATION)

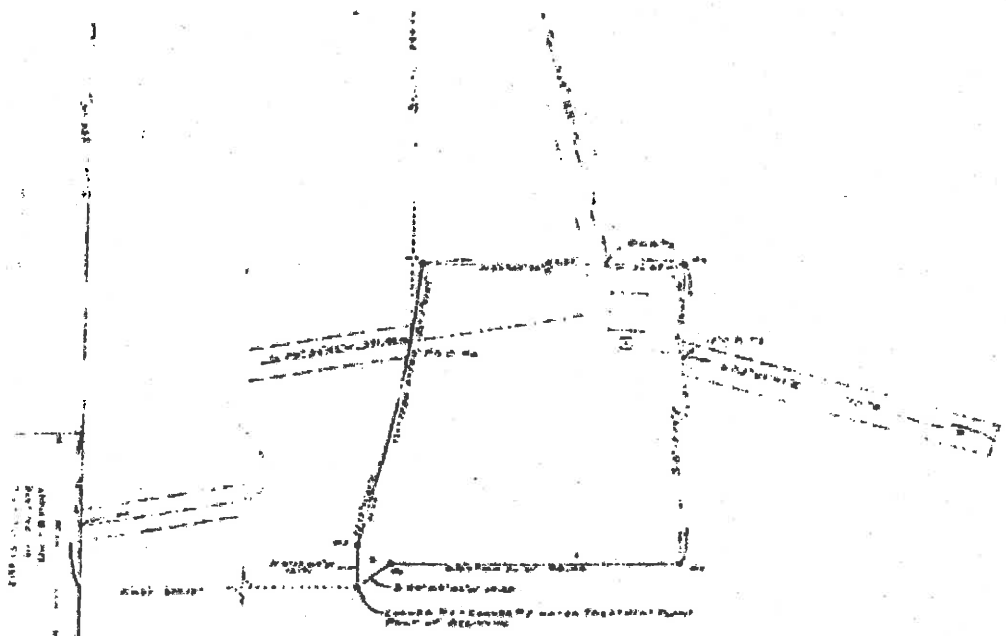
FROM

TO

Dated

ABSTRACT OF DESCRIPTION

1805 M



Gulf Communications, Inc., Tower Property Description

Begin at a point, Corner number 1, 354.55 feet South and 390.11 feet East of the Northwest corner of Tract "A" of Golden Gate Subdivision, Unit 3, Part 2, as shown on a plat thereof recorded in Plat Book 9, Pages 107-112, of the Public Records of Collier County, Florida; Thence run N. 0° 15' 01" W. 14.91 feet to corner number 2 on the East line of an access easement; thence run S. 12° 51' 53" E. 31.94 feet along said easement to a point of curvature, thence run Southerly along the arc of a curve to the left whose radius is 577.63 feet and whose central angle is 3° 42' 03", for an arc distance of 38.54 feet to corner number 3; thence S. 89° 44' 58" E. 24.59 feet to corner number 4; thence S. 0° 15' 00" E. 316.69 feet to corner number 5; thence S. 89° 44'58" W. 40.46 feet to corner number 6; thence N. 50° 09' 46" W. 14.20 feet to corner number 1 and the Point of Beginning.

Guy Easements:

A strip of land 12 feet wide, 6 feet on each side of its centerline described as follows:

1. Begin at a point on line 3-4 of the above described tower tract, [illegible] feet from corner number 4, which point is 279.69 feet South and 452.35 feet East of the Northwest corner of Tract "A", Unit 3, Part 2, of Golden Gate Subdivision, as recorded in Plat Book 9, Pages 107-112, Public Records of Collier County, Florida; thence run N. 12° 10' 00" W. 100.78 feet.

2. Begin at a point on line 4-5 of the above described tower tract, 34.27 feet from corner number 4, which point is 264.40 feet South and 479.14 feet East of the Northwest corner of Tract "A", Unit 3, Part 2, of Golden Gate Subdivision, as recorded in Plat Book 9, Pages 107-112, Public Records of Collier County, Florida; Thence run S. 73° 05' 41" E. 133.35 feet.

Cable Easement:

A strip of land 12 feet wide, 6 feet on each side of its centerline described as follows: Begin at a point on a curve on the East line of an access easement and the East line of said [illegible] tower property, said point being 255.55 feet South and [illegible] feet East of the Northwest corner of Tract "A", Golden Gate Subdivision, Unit 3, Part 2, as shown on a plat thereof recorded in Plat Book 9, Pages 107-112, of the Public Records of Collier County, Florida, and [illegible] S. 73° 05' 41" W. 392.40 feet to the West line of said Tract "A" [illegible] Unit 3, Part 2, Golden Gate Subdivision.

L3

3895846 OR: 4098 PG: 3967

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/01/2006 at 02:08PM DWIGHT E. BROCK, CLERK

CONS	39900.00
REC FEE	27.00
DOC-.70	279.30

Retn:
FIRST AMERICAN TITLE INS CO
7370 COLLEGE PKWY #104
FT MYERS FL 33907 5557

PREPARED BY:
Paul, Weiss, Rifkind, Wharton & Garrison LLP
1285 Avenue of the Americas
New York, New York 10019
(212) 373-3000

RETURN TO: NCS 180000 T57

First American Title
Insurance Company
National Accounts / High Volume Commercial Unit
7370 College Parkway, Suite 104
Fort Myers, Florida 33907
Ph: **800 585-2906** • Fax: **941 938-8885**

SPECIAL WARRANTY DEED

The name of each person who executed, witnessed or notarized this document must be legibly printed, typewritten or stamped immediately beneath the signature of each person.

THIS INDENTURE, made this 16 day of July, 2006, with an effective date of July 31, 2006, by and between Time Warner Cable Inc., a Delaware corporation, whose mailing address is 7910 Crescent Executive Drive, Charlotte, North Carolina 28217 (hereinafter referred to as **GRANTOR**), and Cable Holdco II Inc., a Delaware corporation, whose mailing address is P. O. Box 173838, Denver, CO 80217-3838, Attn: Tax Department (hereinafter referred to as **GRANTEE**),

WITNESSETH, that GRANTOR, for and in consideration of the sum of $10.00 and other good and valuable consideration, to it in hand paid by GRANTEE, receipt whereof is hereby acknowledged, has granted, bargained and sold to GRANTEE forever, the following described land situate, lying and being at 4294 Golden Gate Parkway, Naples, Florida, in the County of Collier, State of Florida, to wit:

See Exhibit "A" attached hereto and by this reference made a part hereof.

SUBJECT TO all recorded easements, recorded encumbrances, recorded rights of way, recorded conditions and restrictions, mineral conveyances and other matters of record, to the extent still valid and enforceable.

Tax Parcel Identification Number: 36560080000

TOGETHER WITH all the tenements, hereditaments and appurtenances belonging or in any way appertaining to the Property.

TO HAVE AND TO HOLD the same in fee simple forever.

And Grantor hereby covenants with Grantee that Grantor is lawfully seized of the Property in fee simple; that Grantor has good right and lawful authority to sell and convey the Property; and that Grantor, subject to the exceptions set forth above, does hereby fully warrant the title to the Property to Grantee and its affiliates only and will defend the same for the benefit of Grantee and its affiliates only against lawful claims of all persons claiming by, through or under Grantor, but against none other.

IN WITNESS WHEREOF, GRANTOR has executed this Deed as of the day and year first written above.

Signed and Delivered in Our Presence:

WITNESS SIGNATURE

Evelyn A Carlsen
PRINT NAME

Robert Hajdu
WITNESS SIGNATURE

ROBERT HAJDU
PRINT NAME

Time Warner Cable Inc.,
a Delaware corporation

By: _____
Name: David E. O'Hayre
Title: Executive Vice President-Investments

STATE OF New York

COUNTY OF New York

The foregoing instrument was acknowledged before me this 16 day of July, 2006, by David E. O'Hayre Exec VP-Inv, of Time Warner Cable Inc. as a duly authorized act for and on behalf of said corporation. He/she is personally known to me or has produced Drivers License as identification and did not take an oath.

Brooke Spiegel
Notary Public

Brooke Spiegel
TYPE OR PRINT NAME OF NOTARY

Notary expiration date:

BROOKE SPIEGEL
Notary Public, State of New York
No. 01SP4954267
Qualified in New York County
Commission Expires Aug. 7, 2009

Exhibit A

Begin at a point, Corner number 1, 354.50 feet South and 370.13 feet East of the Northwest corner of Tract "A" of Golden Gate Subdivision, Unit 8, Part 2, as shown on a plat thereof recorded in Plat Book 9, Pages 107-112, of the Public Records of Collier County, Florida; thence run N. 0 degrees 15' 04" W. 16.91 feet to corner number 2 on the East line of an access easement; thence run N. 12 degrees 51' 43" E. 31.94 feet along said easement to a Point of Curvature, thence run northerly along the arc of a curve to the left whose radius is 577.88 feet and whose central angle is 7 degrees 47' 03", for an arc distance of 78.51 feet to corner number 3; thence N. 89 degrees 44' 56" E. 89.59 feet to corner number 4; thence S. 0 degrees 15' 04" E. 116.40 feet to corner number 5; thence S. 89 degrees 44' 56" W. 98.46 feet to corner number 6; thence S. 50 degrees 09' 46" W. 14.20 feet to corner number 1 and the Point of Beginning.

Guy Easements;

A strip of land 12 feet wide, 6 feet on each side of its centerline described as follows:

1. Begin at a point on line 3-4 of the above described tower tract, 26.83 feet from corner number 4, which point is 228.69 feet South and 452.15 feet East of the Northwest corner of Tract "A", Unit 8, Part 2, of Golden Gate Subdivision, as recorded in Plat Book 9, Pages 107-112, Public Records of Collier County, Florida; thence run N. 14 degrees 10' 06" W. 100.78 feet.

2. Begin at a point on line 4-5 of the above described tower tract, 36.27 feet from corner number 4, which point is 264.86 feet South and 479.14 feet East of the Northwest corner of Tract "A", Unit 8, Part 2, of Golden Gate Subdivision, as recorded in Plat Book 9, Pages 107-112, Public Records of Collier County, Florida; thence run S. 73 degrees 05' 41" E. 111.75 feet.

Cable Easement:

A strip of land 12 feet wide, 6 feet on each side of its centerline described as follows: Begin at a point on a curve on the East line of an access easement and the West line of Gulf Communicators tower property, said point being 259.57 feet South and 595.85 feet East of the Northwest corner of Tract "A", Golden Gate Subdivision, Unit 8, Part 2, as shown on a plat thereof recorded in Plat Book 9, Pages 107-112, of the Public Records of Collier County, Florida, and an arc distance of 10.52 feet southerly from corner number 3; thence run S. 79 degrees 30' 43" W. 392.40 feet to the West line of said Tract "A" and the East line of Lot 15, Block 281, Unit 8, Part 2, Golden Gate Subdivision.

ORDINANCE NO. 75-20

AN ORDINANCE REGULATING THE INSTALLATION OF ANY WATER DISTRIBUTION AND WASTEWATER COLLECTION SYSTEM OR PART THEREOF WITHIN ANY PUBLIC RIGHT-OF-WAY OR EASEMENT BY REQUIRING THE INSTALLER THEREOF TO FIRST REQUEST INSTALLATION BY COLLIER COUNTY WITH THE OWNERSHIP THERETO VESTING IN THE PUBLIC TO BE SERVED THEREWITH, AND REQUIRING ISSUE OF A PERMIT; PROVIDING EXCEPTIONS; PROVIDING A PENALTY; PROVIDING SEVERANCE AND CONSTRUCTION CLAUSES AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, high quality water and sewer facilities and services are essential to the public health, safety, welfare and convenience, and

WHEREAS, due to the expense of financing, prior to furnishing water or sewer service it is a common commercial practice for public utilities to require a home owner to pay the public utility a connection charge or other advancement for the purchase of water and sewer lines, and

WHEREAS, these lines paid for by the home owner then become property of the public utility, and

WHEREAS, Florida Law authorizes the public utility to capitalize the value of these lines as the utility's investment, and

WHEREAS, Florida Law also authorizes public utilities to charge the home owner a fair return of approximately twelve percent (12%) on capitalized investment, including these lines paid for by the home owner, and

WHEREAS, if the public purchased the public utility the home owner may be required to pay the public utility the replacement cost of the lines he donated, less depreciation and

WHEREAS, an alternative method to finance and vest ownership of water and sewer lines in the Board of County Commissioners of Collier County, Florida as the Ex Officio governing board of the particular district to be held in the public trust

is in the best interest of the public health, safety, welfare and convenience.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA:

SECTION ONE:

1. Legislative Intent for Public Financing of and Title to Water and Sewer Lines.

It is the purpose of this Ordinance to provide an alternative method of financing essential public water and sewer lines and to vest title and ownership of these water and sewer lines in the Board of County Commissioners as the Ex Officio governing board of the particular district to be held in trust for the benefit of the citizens and residents served by such lines.

2. Definition of Words used in this Ordinance.

a. Person shall mean an individual, firm, association, corporation or municipal corporation.

b. Water distribution system. All facilities necessary, useful or connected with the distribution of potable water for domestic or industrial use for twenty-five (25) or more persons. It shall include, without limiting the foregoing, all mains, lines, storage tanks, valves, fire hydrants, booster pumps, water services, main line meters, attendant facilities and pipes for the purpose of carrying water to the premises connected with such system and shall include all real and personal property and all interests therein, rights and easements of any nature whatever relating to the subject distribution system and necessary or convenient for the operation of maintenance thereof.

c. Sewage collection system. All facilities necessary or having the present capacity for future use in connection with the collection of sewage from twenty-five (25) or more persons and/or conveyance of same to the wastewater treatment plant for treatment and subsequent disposal. Sewage collection system shall include, without limiting the generality of the foregoing, all

pumping stations, lift stations, valves, force mains, intercepting sewers, pressure lines, mains and all necessary appurtenances, attendant facilities and equipment, all sewer mains, manholes and services for the reception and collection of sewage from premises connected therewith and shall include all real and personal property and any interests therein, and easements of any kind whatsoever relating to any such system and necessary or convenient for the operation thereof.

3. Unlawful to install water or sewer systems in public right-of-way without a permit.

a. It is and shall be unlawful for any person to install or cause to be installed any water distribution or sewage collection system lines within the public rights-of-way of the unincorporated area of Collier County, Florida without first obtaining a permit as required by, and complying with the provisions of this Ordinance.

b. The Board of County Commissioners of Collier County and the Board of County Commissioners acting as the Ex-Officio governing board of a water-sewer or other district shall have the exclusive right to construct and install water distribution and sewer collection systems, portions thereof or extensions thereto, within the public rights-of-way, areas dedicated to the public, and public easements within the unincorporated area of Collier County except as expressly authorized by a valid provision of an enforceable franchise or agreement with the Board of County Commissioners of Collier County, Florida or such Board acting as Ex-Officio governing Board of a particular water-sewer or other district.

c. Any person prior to installing or having installed any portion of a water distribution or sewer collection system as described in Paragraph 3.a. hereinabove shall first petition the Board of County Commissioners, as Ex-Officio governing Board of the district, during a regularly scheduled public meeting describing the proposed service area and the type of service requested.

4. The County Manager shall, after approval of the request by the Board of County Commissioners, cause such water distribution or sewer collection system to be installed by the assessment method in accordance with law and cause title and ownership of the systems so installed to be vested in the Board of County Commissioners of Collier County and the Board of County Commissioners acting as the Ex-Officio governing board of a water sewer or other district. Failure of such Board to take action within (60) days to cause installation of water or sewer lines by the assessment method shall be considered a refusal by the Board to invoke the provisions of this Ordinance.

SECTION TWO:

1. Penalties. If any public utility, or any officer, agent, representative or employee thereof, shall knowingly fail to refuse to obey or comply with, or wilfully violate, any provisions of this Ordinance or any lawful rule or regulation promulgated hereunder, or any lawful order of the County issued or rendered under and pursuant to the provisions of this Ordinance, such public utility, or its officers, agents, representatives or employees, upon conviction of such offense, shall be punished by a fine not to exceed five hundred dollars ($500.00), or by imprisonment not to exceed sixty (60) days in the county jail, or both.

2. Construction and Severance.

a. Nothing contained in this Ordinance shall be construed as authorizing the impairment or breach of any bona fide contractual arrangements entered into in good faith by a public utility prior to the effective date of these regulations. Nor shall the provisions of these regulations be construed to impair or defeat the rights of any holders of revenue bonds, trust identures, mortgages, or other instruments evidencing indebtedness of a public utility issued or given in good faith prior to the effective date hereof to receive payment of such financial obligations in accordance with the terms thereof. The

County Commission in the exercise of its regulatory powers in respect to the rates and charges and other contractual agreements of public utilities as herein defined shall take into consideration and give full force and effect to such lawful instruments created and existing prior to the effective date of these regulations.

b. The provisions of this Ordinance shall be liberally construed to effectively carry out its purposes in the interest of the public health, safety, welfare and convenience.

c. If any phrase or portion of this Ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portion.

3. Effective Date. This Ordinance shall take effect upon receipt of notice that it has been filed with the Secretary of State.

Dated: MAY 5, 1975

ATTEST:

MARGARET T. SCOTT
Clerk of Circuit Court

Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By Thomas P. Archer
Thomas P. Archer
Chairman

Approved as to form and legality:

D. E. Bruner
David Emerson Bruner
Collier County Attorney

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA
MAY 19 2 23 PM '75
MARGARET T. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

Recorded in Official Records Book
of COLLIER COUNTY, FLORIDA
MARGARET T. SCOTT
Clerk of Circuit Court

A RESOLUTION CREATING THE GOLDEN GATE WATER/SEWER MST DISTRICT AND ORDERING AND CALLING A REFERENDUM ELECTION TO BE HELD ON MARCH 9, 1976 TO SUBMIT TO THE QUALIFIED ELECTORS RESIDING WITHIN CERTAIN DESCRIBED AREAS GENERALLY KNOWN AS "GOLDEN GATE" THE QUESTION: "SHALL THE GOLDEN GATE WATER/SEWER MST DISTRICT BE AUTHORIZED TO ISSUE DISTRICT GENERAL OBLIGATION AND REVENUE BONDS OR OTHER EVIDENCE OF INDEBTEDNESS IN THE MAXIMUM AMOUNT OF $2,000,000 FOR THIRTY (30) YEARS AT A MAXIMUM INTEREST RATE OF SEVEN AND ONE-HALF (7.5) PERCENT?"

WHEREAS, the citizens of Golden Gate through the Golden Gate Civic Association presented a petition to the Board of County Commissioners requesting that a referendum election be held on March 9, 1976 regarding a proposal to acquire the GAC Golden Gate Water and Sewer System; and

WHEREAS, the Board of County Commissioners finds that it is in the best interest of the citizens of Golden Gate that the water and sewer system of GAC Utilities, Inc. of Florida, Golden Gate Division, be acquired;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA:

1. That the Golden Gate Water/Sewer MST District be created in accordance with and pursuant to Chapter 125.01(q), Florida Statutes for the area generally known as "Golden Gate" and more particularly described as:

GOLDEN GATE ESTATES

Unit	Plat Book	Page
1	4	73-74
26	7	15-16
27	7	17-18
28	7	19-20
32	7	21-22
34	7	23

and

GOLDEN GATE

Unit	Part	Plat Book	Page
1	1	9	100-101
1	2	11	11-12
1	-	5	60-64
2	1	9	116-120
2	2	7	66-67
2	3	7	69-70
2	-	5	65-77

Unit	Part	Plat Book	Page
3	1	11	9-10
3	-	5	97-105
4	1	9	121-124
4	-	5	107-116
5	-	5	117-123
6	1	9	1-7
6	-	5	124-134
7	-	5	135-146
8	1	5	147-151
8	2	9	107A-112
		and	
Gator Gate Unit 2		7	54

(All plat books and pages named above being recorded in the Public Records of Collier County, Florida)

Sections 33, 34 and West 1/2 of Section 35, Township 49 South, Range 26 East;

Section 4 and that part of Section 3 lying North and West of State Road 84 in Township 50 South, Range 26 East.

2. That a Referendum Election is hereby ordered and called to be held March 9, 1976, within the Golden Gate Water/Sewer MST District for the purpose of submitting to the qualified electors the following question:

> Shall the Board of County Commissioners as the Governing Board of the Golden Gate Water/Sewer MST District be authorized to issue district general obligation and revenue bonds, or other evidence of indebtedness in the maximum amount of $2,000,000 serially maturing for a maximum of thirty (30) years at an interest rate not to exceed 7.5% with proceeds from the sale of said bonds to be used to purchase the Golden Gate Water and Sewer Utility Plant, and shall the Board of County Commissioners be authorized each year to levy a district ad valorem tax to pay the principal, interest and sinking fund requirements on said bonds as same become due?
>
> FOR ☐
>
> AGAINST ☐

3. The Clerk to the Board shall publish a Notice of Election once a week for four (4) consecutive weeks prior to the Election, the first publication to be at least thirty (30) days prior to the

date of the election. The Notice shall be substantially in the following form:

NOTICE OF REFERENDUM ELECTION
GOLDEN GATE WATER/SEWER MST
DISTRICT BOND ISSUE

Notice is hereby given that a Referendum Election shall be held within the area comprising the Golden Gate Water/Sewer MST District on March 9, 1976 to determine if the Board of County Commissioners of Collier County, Florida, shall be authorized to issue district general obligation and revenue bonds or other evidence of indebtedness in the maximum amount of $2,000,000 serially maturing for a maximum of thirty (30) years at an interest rate not to exceed 7.5% with proceeds from the sale of said bonds to be used to purchase the Golden Gate Water and Sewer Utility Plant, and if the Board of County Commissioners shall be authorized each year to levy a district ad valorem tax to pay the principal, interest and sinking fund requirements on said bonds as the same become due.

Commissioner Archer offered the foregoing resolution and moved its adoption, which was seconded by Commissioner Brown, and upon roll call the vote was:

Ayes: Archer, Brown, Wenzel, Mitchell

Nays: Wimer

Absent and not voting: None

Done and ordered this 3rd day of February, 1976

Attest:
MARGARET T. SCOTT, Clerk

Margaret T. Scott

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By Russ Wimer
Chairman

COUNTY COMMISSIONERS
COLLIER COUNTY

RECORDED
OFFICIAL RECORDS BOOK
COLLIER CO., FLORIDA
Apr 12 10 56 AM '76
MARGARET T. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

CERTIFIED TO BOARD OF COUNTY COMMISSIONERS
OF COLLIER COUNTY, FLORIDA
MARGARET T. SCOTT
Clerk of Circuit Court

417337

OFF. REC. 649 PAGE 1239

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA
MAY 6 2 57 PM '76
MARGARET E. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

A RESOLUTION PURSUANT TO CHAPTER 67-1246, LAWS OF FLORIDA, SPECIAL ACTS 1967, ESTABLISHING THE IMMOKALEE AREA PLANNING DISTRICT AND THE COASTAL AREA PLANNING DISTRICT, AND DECLARING THE INTENT OF THE BOARD OF COUNTY COMMISSIONERS TO ENACT A COMPREHENSIVE ZONING ORDINANCE FOR THE COASTAL AREA PLANNING DISTRICT OF COLLIER COUNTY PURSUANT TO THE PROVISIONS OF CHAPTER 67-1246, SPECIAL ACTS, LAWS OF FLORIDA 1967; REPEALING ALL PREVIOUS RESOLUTIONS IN CONFLICT THEREWITH.

WHEREAS, Chapter 67-1246, Special Acts, Laws of Florida 1967, authorizes the Board of County Commissioners to establish planning commissions and districts and to enact zoning regulations for said districts, and

WHEREAS, by Resolution dated August 13, 1968 the Board of County Commissioners has established the Immokalee Planning Area and the Coastal Planning Area, which areas comprise certain lands more particularly described in said Resolution, and

WHEREAS, the Board of County Commissioners now desires to reaffirm said Resolution creating said planning areas and to establish the boundaries of said planning areas.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA as follows:

1. That two planning areas or districts be and the same hereby are established as follows:

A. The Immokalee Area Planning District comprised of all unincorporated areas within the following boundaries:

All of Township 46 South lying within Ranges 28 East, 29 East, and 30 East; all of Townships 47 South and 48 South lying within Ranges 27 East, 28 East, 29 East and 30 East; and all of Township 49 South lying within Ranges 28 East, 29 East, 30 East, 31 East, 32 East, 33 East and 34 East of Collier County, Florida.

B. The Coastal Area Planning District, comprised of all the unincorporated areas of Collier County except those areas in the above-outlined Immokalee Area Planning District.

2. The Board hereby declares its intent to enact a Comprehensive Zoning Ordinance for the Coastal Area Planning District of Collier County pursuant to the provisions of Chapter 67-1246, Special Acts, Laws of Florida, 1967, or any other special act or general law which authorizes the adoption of a Comprehensive Zoning Ordinance.

3. All ordinances and resolutions declaring the Board's intent to utilize the provisions of any other law or act, authorizing the adoption of zoning ordinances, subdivision regulations or comprehensive plans, to the extent that such ordinances or resolutions are ineffective or insufficient as authorizing the adoption of the aforesaid plans, ordinances or regulations, are hereby repealed, otherwise to remain in full force and effect.

This Resolution adopted after motion, second and roll

call vote as follows:

Commissioner	Archer	motioned and aye
Commissioner	Brown	seconded and aye
Commissioner	Mitchell	aye
Commissioner	Wenzel	aye
Commissioner	Wimer	aye

DATED: May 4, 1976

ATTEST:
MARGARET T. SCOTT, Clerk

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: O. R. "Russ" Wimer
Chairman

Approved as to form and legal sufficiency:

Donald A. Pickworth
Collier County Attorney

800
Acc

ORDINANCE [redacted]76-45

434163

REC. 664 PAGE [redacted]

AN ORDINANCE AMENDING COLLIER COUNTY ORDINANCE NO. 76-30 THE COMPREHENSIVE ZONING REGULATIONS FOR THE UNINCORPORATED AREA OF THE COASTAL AREA PLANNING DISTRICT BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF CERTAIN PROPERTIES IN THE COASTAL AREA PLANNING DISTRICT TO VARIOUS ZONING CLASSIFICATIONS AS HEREINAFTER SHOWN AND PROVIDING AN EFFECTIVE DATE.

RECEIVED OCT 6 - 1976 MQ

WHEREAS, the Coastal Area Planning Commission petitioned the Board of County Commissioners of Collier County, Florida to change the Zoning Classification of the real property hereinafter described.

NOW, THEREFORE BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA:

SECTION ONE:

1. The Zoning Classification of the hereinbelow described real property is changed to various classifications and the Official Zoning Atlas as described in Ordinance No. 76-30 is hereby amended accordingly:

RECORDED
OFFICIAL RECORD BOOK
COLLIER COUNTY, FLORIDA
OCT 6 3 17 PM '76
MARGARET T. SCOTT
CLERK OF CIRCUIT COURT
COLLIER COUNTY, FLORIDA

To Rezone RM-1 to RM-1A

Lots 1-21, Block A, Palm River Estates Unit 4, Plat Book 8, Page 69 and 70

Lots 1-7, Block C, Poinciana Village Plat Book 8, Page 61

Lots 3-13, Block 15; Lots 5-14, Block 16, Naples South Subdivision

A portion of the SW ¼ of Section 16, Township 48 South, Range 25 East, Collier County, Florida, described as follows: From the center of said Section 16, run S 00°16'15" E, along the North-South quarter Section line of said Section 16 for 365.09 feet to the Point of Beginning; thence continue S 00°16'15" E, for 953.81 feet to the Northwest corner of the SW ¼ of the SW ¼ of said Section 16, thence S 88°27'20" W, for 120.00 feet, thence N 0°16'15" W, for 953.81 feet; thence N 88° 27'20" E, for 120.00 feet to the Point of Beginning. Containing 2.628 acres.

FILED OCT 4 2 [illegible] PM '76

To Rezone RS-4 to GRC

Lots 5, 6 & 7 of Block A; and Lots 5 & 6 of Block B, Myrtle Terrace Subdivision, Plat Book 4, Page 8.

To Rezone GRC to CI

West 340' of lot 29, Naples Grove and Truck Company Little Farms #2, Plat Book 2, Page 2

Lots 22-29, Rock Creek Pines, Unit #2, Plat Book 2, Page 86

To Rezone A to MHSD

Commencing at NE corner of Section 10, Township 51 South, Range 26 East, run West 1850', South 100' to Point of Beginning, South 415', East 460', North to South Bank of Henderson Creek, Westerly along Henderson Creek to P.O.B.

To Rezone I and I-ST to A and A-ST

All of Section 34, Township 48 South, Range 25 East, lying East of the Florida Power and Light Transmission Lines right-of-way. As recorded in Deed Book 30, Pages 30 and 31.

To Rezone MHSD to FVR

Lots 2A through 6A, Block B, Goodland Isles First Addition, and Lots 7 through 33, Block B, Goodland Isles.

To Rezone MHRP to MHSD

A parcel of land lying in Section 10, Township 51 South, Range 26 East, described as: Commending at the point of intersection of the East right-of-way line of SR 951 (Isles of Capri Road) and the North Section line of Section 10, Township 51 South, Range 26 East, run East 200 feet to P.O.B. Thence South to Henderson Creek, then Northeasterly along Henderson Creek to North section line, thence Westerly along North section line to P.O.B.

And a parcel of land lying in Section 3, Township 51 South, Range 26 East described as: Commencing at the intersection of East right-of-way line of SR 951 (Isles of Capri Road) and the South section line of Section 3, run Easterly 200' to P.O.B. thence North 920', thence East 650', thence South to Henderson Creek, thence Southwesterly along Henderson Creek to South section line, thence West along South section line to P.O.B.

To Rezone A-P.U. 8 to R.O.-P.U. 12

Lots 3,4,5 & 6 of Naples Improvement Company Little Farms as recorded in Plat Book 2, Page 1, excepting therefrom the Northerly 7.6 acres more or less as described in Deed Book 54, Page 464 and excepting the West 400 feet of said lots.

To Rezone RM-1 to RS-3, Golden Gate City

Lots 1-15, Block 280, Unit 3

Lots 1-27, Block 281, Unit 3

To Rezone RM-1 to RM-1A, North Naples Estates

Lots 17, 18, 19, 24, 25, 26 & 27, North Naples Estates

To Rezone RM-1 to RS-4

The North 715 feet of Lot 1, Naples Grove & Truck Company Little Farms #2, as recorded in Plat Book 1, Page 27

To Rezone A to RS-3

Lots 46 through 56, Block 591, All of Blocks 593 and 594, Unit 23, Marco Island Subdivision

To Rezone A to RS-4

All of Block 592 and Lots 1-45, Block 591, Unit 23, Marco Island Subdivision

To Remove ST From the Following Lands:

Commencing at the SE corner of Section 27, Township 48 South, Range 26 East, run Westerly 1070', along South Section line to P.O.B. North 450', West 250', North 580', East 120', North 110', East 1060', North 360', West 380', North 110', West 340', North 140', West 180', South 140', West 170', South 160', West 100', South 280', West 300', South 1170', East 570' to P.O.B.

And Commencing at SW corner of Section 27, Township 48 South, Range 26 East, run Easterly 1420' along South section to P.O.B., North 80', East 250', North 170', East 910', North 360', East 700', South 610', West along South section line to P.O.B.

And Commencing at NE corner of Section 34, Township 48 South, Range 26 East run Westerly 1440' along North section line to P.O.B., South 840', West 60', South 170', West 220', South 220', West 320', South 230', West 610', North 1060', West 550', South 630', West 370', South 180', West 580', North 1250', to section line then East on North section line to P.O.B.

And Commencing at NE corner of Section 8, Township 48 South, Range 25 East, run South 750', West 50' to P.O.B. South 460', West 620' , South 130', West 420', South 260', East 370', South 470', West 760', North 1010', East 960', North 300', East 500', to P.O.B.

And Commencing at SW corner of Section 8, Township 48 South, Range 26 East, run Northerly 960', along West section line to P.O.B. East 340', North 1240', West 340', South 1240', along West section line to P.O.B.

And Commencing at SE corner of Section 13, Township 48 South, Range 26 East, run Westerly 750' along South section line to P.O.B. Run North 520', West 80', North 200', West 100', North 260', West 100', North 400', West 100', North 300', West 400', South 500', West 240', South 640', East 340', South 500', East 720', along South section line to P.O.B.

And Commencing at NE corner of Section 25, Township 48 South, Range 26 East, run Southerly 50' along East section line to P.O.B. South 2400', along East section line, West 140', South 730', West 200', South 240', West 660', North 460', West 140', North 440', West 110', North 140', West 180', South 590', West 360', North 460', West 290', North 160', West 170', North 740', West 220', North 380', West 640', South 120', West 170', South 140', West 560', North 1320', East 1850', South 720', East 400', North 720', East 1560' to P.O.B.

And Commencing at SE Corner of Section 12, Township 49 South, Range 25 East, run West 630' to P.O.B. North 1030', West 390', South 870', West 310', South 150', East 690', to P.O.B.

To Be Placed in ST

Commencing at SE corner of Section 12, Township 49 South, Range 25 East, run West 850', North 100' to P.O.B. Thence North 30°East 140', North 650', West 200', South 400', South 30°West 120', South 290', East to P.O.B.

SECTION TWO:

This Ordinance shall become effective upon receipt of notice that it has been filed with the Secretary of State.

DATE: September 28, 1976

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

BY: DAVID C. BROWN, CHAIRMAN

ATTEST:
MARGARET T. SCOTT, CLERK

APPROVED AS TO FORM AND LEGALITY

Donald A. Fickenscher, County Attorney

This ordinance filed with the Secretary of State's office the 4th of October, 1976 and acknowledgment of that filing received this 6th day of October, 1976.

By [illegible] Deputy Clerk

QUIT-CLAIM DEED

THIS QUIT-CLAIM DEED, executed this 25th day of February, 1985, by and between DOMENIC D'AGOSTINO, MARIO VOCISANO, SALVATORE FORLANI, AND ROBERT VOCISANO, A FLORIDA GENERAL PARTNERSHIP (First Party), to AVATAR UTILITIES, INC. OF FLORIDA, A DELAWARE CORPORATION (Second Party), whose address is

C 17.00
R
F

(Wherever used herein, the terms "First Party" and "Second Party" shall include singular and plural, heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires.)

WITNESSETH: That the said First Party, for and in consideration of the sum of $10.00 in hand paid by the said Second Party, the receipt whereof is hereby acknowledged, does hereby remise, release and quit-claim unto the said Second Party forever, all the right, title, interest, claim and demand which the said First Party has in and to the following described lot, piece or parcel or land, situate, lying and being in the County of Collier, State of Florida, to-wit:

See attached Exhibit A for legal description

TOGETHER with easements set forth in Exhibit B.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said First Party, either in law or equity, to the only proper use, benefit and behalf of the said Second Party forever.

IN WITNESS WHEREOF, the said First Party has signed and sealed these presents, the day and year first above written.

DOMENIC D'AGOSTINO, MARIO VOCISANO, SALVATORE FORLANI, AND ROBERT VOCISANO, A FLORIDA GENERAL PARTNERSHIP

By _____
Domenic D'Agostino, General Partner, with full authority to bind the partnership

_____
Witness

_____
Witness

Received $ 45
Documentary Stamp Tax
Collier County, Florida
William J. Reagan, Clerk
by _____ D.C.

AVATAR
AVATAR UTILITIES INC.
[illegible]
Coral Springs, Florida [illegible]

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared DOMENIC D'AGOSTINO, General Partner of Domenic D'Agostino, Mario Vocisano, Salvatore Forleni, and Robert Vocisano, a Florida General Partnership, with full authority to bind the partnership, to me known to be the person described in and who executed the foregoing instrument, and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the State and County aforesaid, this 25 day of February, 1985.

Notary Public, State of Florida

My Commission Expires:
November 21, 1988

This instrument was prepared from information furnished by the parties without benefit of legal opinion or title examination by:

MICHAEL J. VOLPE, ESQUIRE
Monaco, Cardillo, Keith & Volpe
3550 South Tamiami Trail
Naples, Florida 33962

Revised
2/12/85

OR BOOK 0011 81

PAGE 001232

EXHIBIT "A"

A parcel of land in Collier County, Florida, being a part of the plat of Tract A of Golden Gate Unit 8, Part II, as recorded in Plat Book 9 at page 111 of the Public Records of Collier County, Florida being more particularly described as follows:

Commencing at the northwest corner of Tract A, run South along the west line of said Trac A a distance of 1334.27 Feet; th nce run East 336.31 feet to the Poin. of Beginning of the herein described parcel.

From said Point of Beginning run N 89°54'21" E a distance of 131.15 Feet; thence run N 00°09'03" E a distance of 75.04 feet; thence run N 23°43'43" E a distance of 104.18 feet; thence run N 47°07'42" W a distance of 196.55 feet; thence run S 89°44'56" W a distance of 184.50 feet; thence run S 50°09'46" W a distance of 14.20 feet; thence run S 11°04'09" W a distance of 113.36 feet; thence run S 03°45'30" W a distance of 183.92 feet to the Point of Beginning.

EXHIBIT B

UTILTIY EASEMENT

An easement for utility lines 30 feet in width, being 15 feet equally on each side of the center line thereof, more particularly described as follows:

> Said line commencing at the Northeast corner of Tract B of Unit 1 of Golden Gate Subdivision, recorded in Plat Book 5, at Page 61 of the Public Records of Collier County, Florida, and thence running West 88.15 feet to the Point of Beginning and the center line of the easement herein described; thence run South 0° 02' 44" East for a distance of 1029.80 feet to a point; said point being the Southerly termination of the easement herein described.

UTILITY EASEMENT

An easement for utility lines located in Tract A of Golden Gate Unit 8, Part 2, according to the Plat thereof, recorded in Plat Book 9 at Page 111 of the Public Records of Collier County, Florida more particularly described as follows:

> A strip of land 30 feet in width, being 15 feet equally on each side of the center line thereof, and such easement commencing at the Southeast corner of Lot 14, Block 281 of said Unit 8, Part 2 of Golden Gate Subdivision; and thence running South 84° 19' 21" East along said easement center line for a distance of 348.51 feet to the point of Easterly termination of said 30 foot easement heretofore described.

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COLLIER COUNTY RECORDED OR BOOK PAGE

RWO/SIO/TWO/ER TWO 4758-ER7-540

Sec. 27, Twp. 49 S, Rge. 26 E

REC 30
PRM
DOC 55
INT
IND

Prepared by: Joseph S. Boggs
for FPL
Naples, Fl. 33940

EASEMENT
Form 3722A (Stocked) Rev. 2/86

PAGE 1 of 3

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

As described on the attached Exhibit A and located on the sketch attached as Exhibit B.

In the event Florida Power and Light Company abandons or discontinues the use of this easement, then the easement shall terminate and any interests in the property shall become vested in the underlying fee simple title owner of the property.

Received $ .55 Documentary Stamp Tax
Received $ Class "C" Intangible
NA Personal Property Tax
COLLIER COUNTY CLERK OF COURTS
BY Dale Crary D.C

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 29 AUGUST, 1988.

ROBERT VOCISANO AND MARIO VOCISANO, A FLORIDA GENERAL PARTNERSHIP KNOWN AS GOLDEN GATE INN

Signed, sealed and delivered in the presence of:

Susan Whitten By: [signature] (Seal)
ROBERT VOCISANO, GENERAL PARTNER

J. E. Lousano By: [signature] (Seal)
MARIO VOCISANO, GENERAL PARTNER

STATE OF Florida AND COUNTY OF Collier

The foregoing instrument was acknowledged before me this 29 August day of August, 1988, by Robert Vocisano and Mario Vocisano

My Commission Expires:

Kathleen M. Laughlin
Notary Public, State of Florida

BGA
ENGINEERS • LAND SURVEYORS

DESCRIPTION OF A 10 FOOT WIDE FPL EASEMENT

A 10 foot wide easement lying 5 feet on each side of the following described centerline:

Commencing at the northeast corner of Tract "A", Golden Gate Unit No. 1, as recorded in Plat Book 5, Pages 60 through 64 inclusive, of the Public Records of Collier County, Florida; thence along the east line of said Tract "A" and the westerly right-of-way line of County Road 951, S 0°03'32"W 392.62 feet for a Place of Beginning:

Thence S 87°43'34"W 166.72 feet to the east line of Block 1 of said Golden Gate Unit 1; thence continuing S 87°43'34"W 20.00 feet for a Place of Termination.

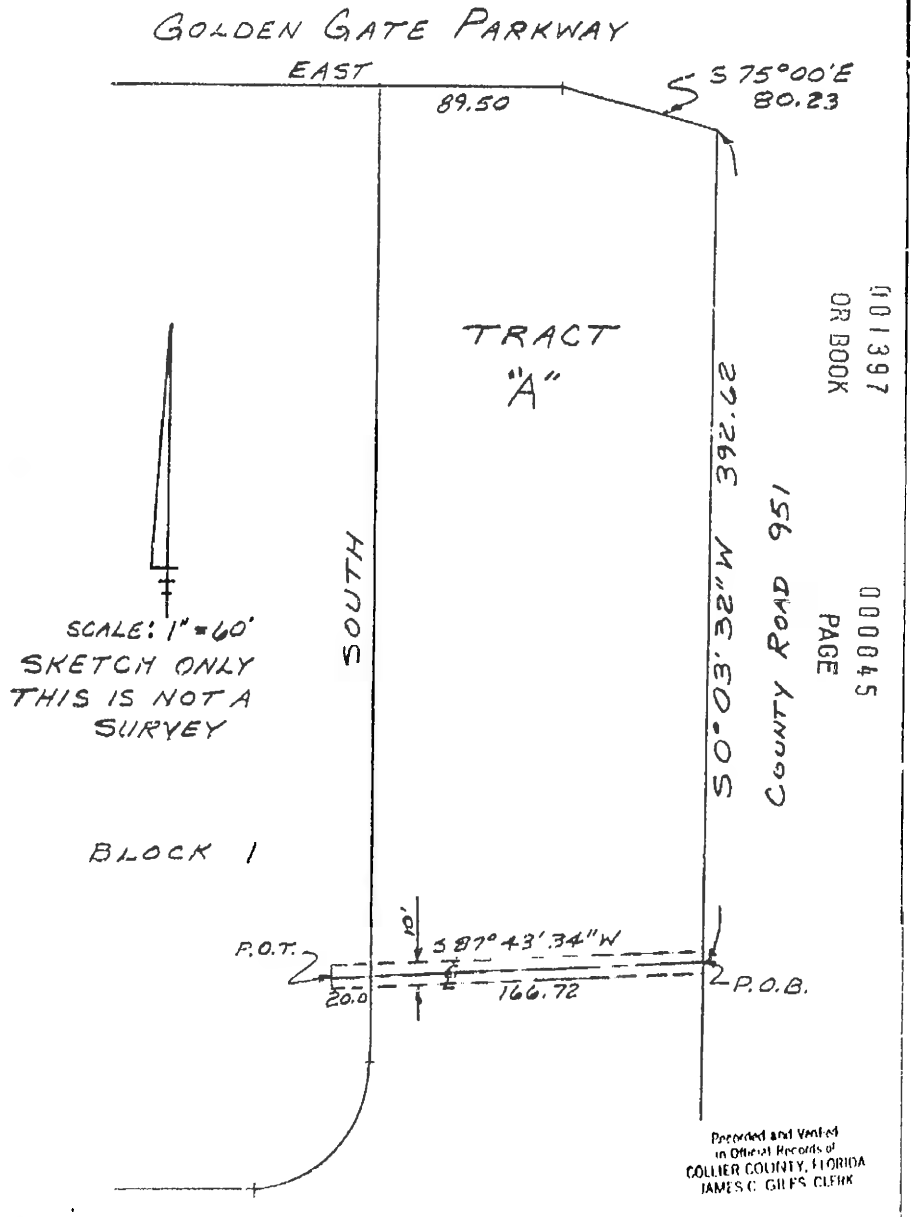
Sidelines of said easement to be extended or shortened to meet at angle points.

Bearings are based on those shown in said Plat Book 5, Pages 60 through 64, inclusive.

BRUCE GREEN & ASSOCIATES, INC.

Joseph S. Boggs, P.L.S. #3516

EXHIBIT B



REC 12.00
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1989 JUN -1 AM 11:59
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COLLIER COUNTY

OR BOOK 01445
PAGE 00573

DECLARATION OF RESTRICTIONS

This Declaration is made this 23rd day of March 1989, 1989 by ROBERT VOCISANO and MARIO VOCISANO, A FLORIDA GENERAL PARTNERSHIP KNOWN AS GOLDEN GATE INN (the "Owners").

BACKGROUND

A. The Owners own fee simple title to the real property in Collier County, Florida, sometimes referred to as Golden Gate Inn, a portion of which is described on the attached Exhibit "A" (the "Parking Parcel").

B. The Owners desire to limit the use of the Parking Parcel to parking for Owners, its assigns, guests, employees, tenants, invitees and any person using the real property owned by Owners, known as the Golden Gate Inn.

AGREEMENT

NOW, THEREFORE, the Owners, by this document declare the Parking Parcel shall be held, sold, and conveyed subject to the following restrictions. These covenants shall run with the land and the benefit and burden of them shall be binding on all parties, whether grantees, mortgagees, designees, heirs, personal representatives, successors or assigns, or any other person, right, title or interest, present or future in the described property or any part or portion of it.

1. The Parking Parcel shall be perpetually restricted and reserved for use as a parking area.

2. The parking for the Parking Parcel shall be for the then existing uses of the adjacent parcel of property currently owned by Owners and commonly known as the Golden Gate Inn, or its successors, assigns, grantees, or invitees.

3. The restrictions set out above may be terminated by an instrument executed by the fee simple title holder of the Parking Parcel and consented to by the Board of County Commissioners of Collier County, Florida.

IN WITNESS WHEREOF, ROBERT VOCISANO and MARIO VOCISANO, A FLORIDA GENERAL PARTNERSHIP KNOWN AS GOLDEN GATE INN caused these declarations to be signed the day and year first above written.

Witnesses:

ROBERT VOCISANO and MARIO VOCISANO, A FLORIDA GENERAL PARTNERSHIP KNOWN AS GOLDEN GATE INN

Bonnie Chittim

By: ROBERT VOCISANO, General Partner

Michelle Lalonde

By: Mario Vocisano
MARIO VOCISANO, General Partner

→ County Attorney's Office
#8400

STATE OF Florida
COUNTY OF Collier

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the state and county above-named to take acknowledgments, personally appeared ROBERT VOCISANO and MARIO VOCISANO, to me known to be the person(s) described in and who executed the foregoing Declaration and acknowledged before me that said person(s) executed that Declaration.

WITNESS my hand and official seal in the county and state last aforesaid this 23rd day of March, 1989.

Kerri M. Duskin
Notary Public

(SEAL)

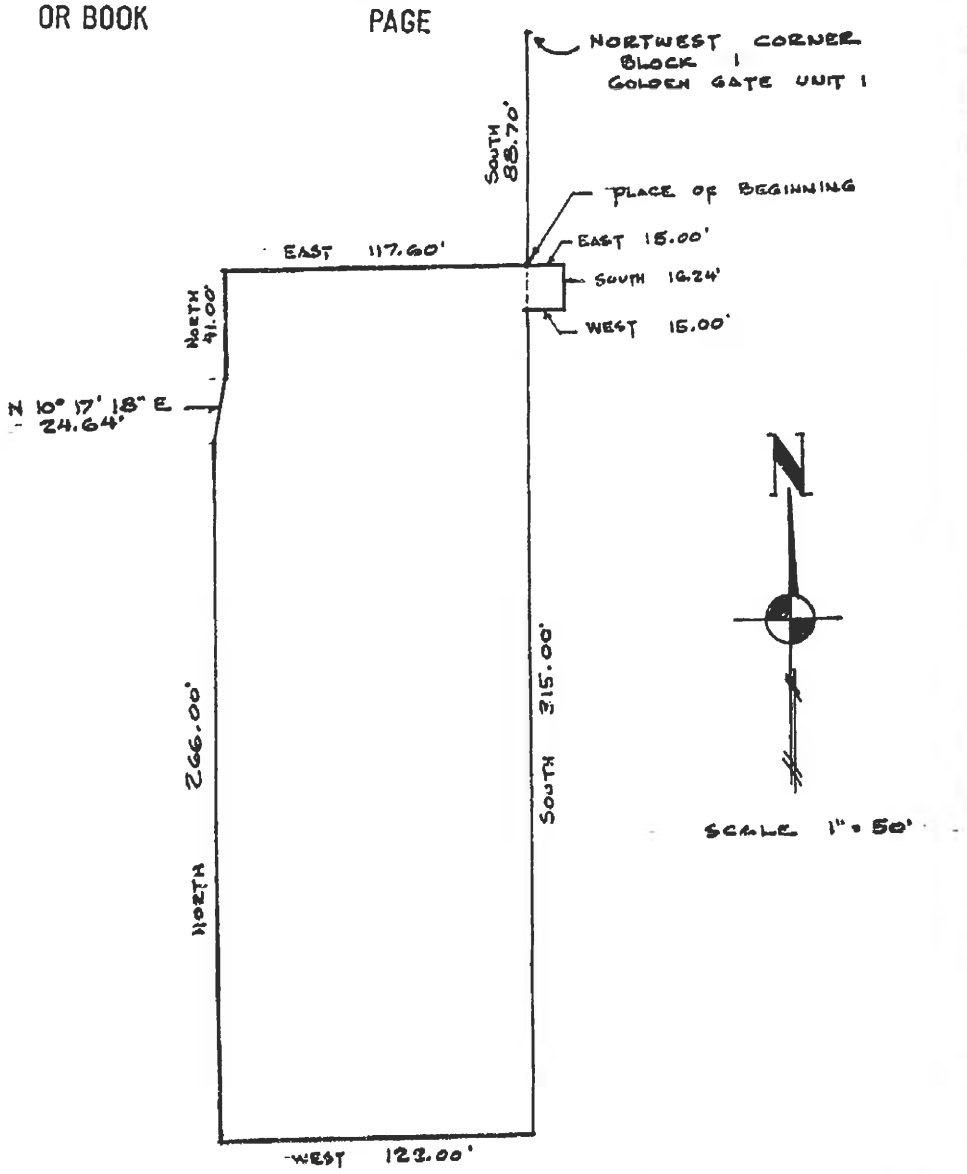
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT 27,1989
BONDED THRU GENERAL INS. UND.

JTC/vab7810

001445
OR BOOK

000575
PAGE



SKETCH ONLY
THIS IS NOT A SURVEY

BRUCE GREEN & ASSOCIATES, INC.
3-13-80

BGA
ENGINEERS • LAND SURVEYORS

DESCRIPTION OF A PORTION

OF BLOCK 1 AND TRACT "A"

GOLDEN GATE UNIT NO. 1

Commencing at the Northwest corner of Block 1, Golden Gate Unit No. 1 as recorded in Plat Book 5, Pages 60 through 64 inclusive, of the Public Records of Collier County, Florida; Thence along the West line of said Block 1, South 88.70 feet for a Place of Beginning:

Thence East 15.00 feet; thence South 16.24 feet; thence West 15.00 feet to the West line of said Block 1; thence along the West line of said Block 1, South 315.00 feet; thence West 122.00 feet; thence North 266.00 feet; thence North 10°17'18" East 24.64 feet; thence North 41.00 feet; thence East 117.60 feet to the Place of Beginning.

Parcel contains 0.93 acres more or less. Bearings are based on those shown in said Plat Book 5, Pages 60-64.

BRUCE GREEN & ASSOCIATES, INC.

FL. REG. 3516 P.L.S.

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK

BRUCE GREEN AND ASSOCIATES, INC.
SUITE 203 • 600 FIFTH AVENUE SOUTH • NAPLES, FLORIDA 33940-6673 • (813) 262-7525

01385114
COLLIER COUNTY

1990 MAY 30 AM 10:13
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OR BOOK 001532
PAGE 001128

AGREEMENT

THIS AGREEMENT made this 3rd day of April, 1990 between the Golden Gate Fire and Rescue District (hereinafter referred to as the "District") and Collier County, a political subdivision of the State of Florida (hereinafter referred to as the "County").

WHEREAS, County has acquired 1,061.5 acres, (hereinafter referred to as "Property"), from Avatar Properties Inc. f/k/a/ GAC Properties, Inc. in accordance with the November 15, 1983 Agreement, (hereinafter referred to as the "1983 Agreement"); and

WHEREAS, the Property deeded to the County and/or the monetary proceeds acquired from the subsequent sale of said Property are to be used to provide governmental facilities within and for the geographical area known as Golden Gate Estates; and

WHEREAS, the County currently has funds derived from the use and/or sale of a portion of the above-described Property; and

WHEREAS, the County has determined that a disbursement of a portion of said funds to the District is in accordance with the provisions and the intent of the 1983 Agreement and accomplishes the purposes of said Agreement by providing equipment for fire protection to the residents of the Golden Gate Estates area ("Primary Purpose");

NOW THEREFORE, in consideration of the above premises which are incorporated within and made part of this Agreement and in further consideration of the mutual covenants set forth below, and other good and valuable consideration, acknowledged by the parties to be sufficient, just and adequate, the parties hereto do agree as follows:

1. The County hereby agrees to provide 50% or a maximum of One Hundred Thousand Dollars ($100,000.00) of the total Funds

Return to Chief Board Mgr. Office 8406

to be expended by the District for purposes hereinafter stated, (hereinafter referred to as the "Funds") to the District, in accordance with the terms and conditions of this Agreement, said Funds to be used solely for the purchase of a fire (pumper) truck (hereinafter referred to as the "Firetruck") currently identified by the District to be one (1) Pierce Custom Triple Combination Pumper Truck, 1000 GPM with a 1000 gallon tank, (more particularly described in Exhibit "A", attached hereto and a made a part hereof), at a proposed total cost of $200,000.00.

2. The District agrees and warrants that the Firetruck purchased with the Funds shall be in accordance with the Primary Purpose and shall be based and stationed at a fire station located at 100 13th Street, S.W., (near the corner of Golden Gate Boulevard and 13th Street S.W.), said Fire Station being located within Golden Gate Estates.

3. The District hereby agrees that the purchase of the Firetruck has been or shall be in accordance with all applicable bidding or other requirements for the procurement of property and services as set forth in Chapter 287, Florida Statutes, and such other statutory provisions as may apply.

4. Payment of the Funds to the District for the Firetruck shall be in accordance with the following procedure:

(1) After delivery of the Firetruck to the District, the District shall deliver to the Real Property Management Director, with copy to the County Manager:

(a) The final invoice for the Firetruck; and

(b) A letter from the District, signed by the Chairperson, stating that the Firetruck has been received and accepted in good order and directing the County to pay directly to the vendor, on behalf of the District, the invoice up to 50% or a maximum amount of $100,000 of those Funds needed for purposes specified in paragraph 1.

(2) Within ten (10) days after receipt and approval of the above-described documents, a County warrant for final payment shall be prepared and made payable to the vendor and shall be forwarded directly to the vendor.

5. The District covenants and agrees that upon the payment of all or any portion from the Funds in accordance with the obligation contained in this Agreement it shall be the obligation of the District to pay the remaining balance and complete the purchase of a Firetruck of the type provided in paragraph 1 of this Agreement. In the event that the Funds committed by the County in this Agreement are insufficient to pay all costs associated with the purchase and delivery of the Firetruck, the District agrees to take all possible or necessary actions to obtain any and all moneys necessary to assure that the Firetruck is purchased and delivered. Further, the District agrees to take all possible or necessary actions and expend any and all moneys necessary to assure that the Firetruck is properly equipped, housed and maintained at the permanent fire station described in paragraph 2 of this Agreement. In the event that the Firetruck is not purchased by the District, it is understood and agreed by the parties that the District shall refund or repay to the County, within ten (10) days, any portion of the Funds which have been provided to the District pursuant to the provisions of the 1983 Agreement if such Funds are not used for the purpose as set forth in this Agreement.

6. The District agrees to obtain and maintain insurance coverage in an amount sufficient to provide for full repair and/or replacement of the Firetruck in the event the Firetruck is damaged or destroyed.

7. The District covenants and agrees that this Agreement is solely between the County and the District and, although the County may pay directly to the vendor all or a portion of the Funds on behalf of the District, the County shall have no direct or indirect liability to the vendor of the Firetruck or any other third party resulting from this Agreement.

8. District agrees to protect, defend, indemnify and hold the County harmless from any and all claims, actions, causes of action or liabilities arising from or in any way connected with the use of the Funds or the selection, purchase, delivery or use of the Firetruck by the District, its agents, employees, or any way related to the Firetruck by the District, its agents, employees or any third party.

9. The District understands and agrees that the Funds to be provided to the District in accordance with the terms of this Agreement have been derived from and are being provided solely from the sale and/or use of a portion of the Property conveyed to the County pursuant to the 1983 Agreement and that such Funds are currently in County Fund 605-122390 (The GAC Trust Land Sales Fund). The District further understands and agrees that no ad valorem taxes or revenues or moneys from other sources have been committed or will be committed by the Board for the purposes set forth in this Agreement.

10. The District agrees that following purchase, and at all times thereafter, the Firetruck shall be used primarily for fire protection within the geographical area commonly known as "Golden Gate Estates". This Agreement is not intended, however, to preclude the use of the Firetruck within non-estates areas of the District so long as the primary use is for fire protection for Golden Gate Estates.

In the event that the Firetruck ceases to be based at the fire station as described in paragraph 2, or if the Firetruck ceases to be used in accordance with the Primary Purpose as defined in the recitals, the District agrees that the District shall pay to the County, within thirty (30) days, an amount equal to the fair market value of the Firetruck.

IN WITNESS WHEREOF, District and County have caused this Agreement to be duly executed on the day and year first above written.

ATTEST:
JAMES C. GILES, Clerk

By: _____, D.C.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
MAX A. HASSE, JR., Chairman

ATTEST:

_____, Secretary

GOLDEN GATE FIRE AND RESCUE DISTRICT

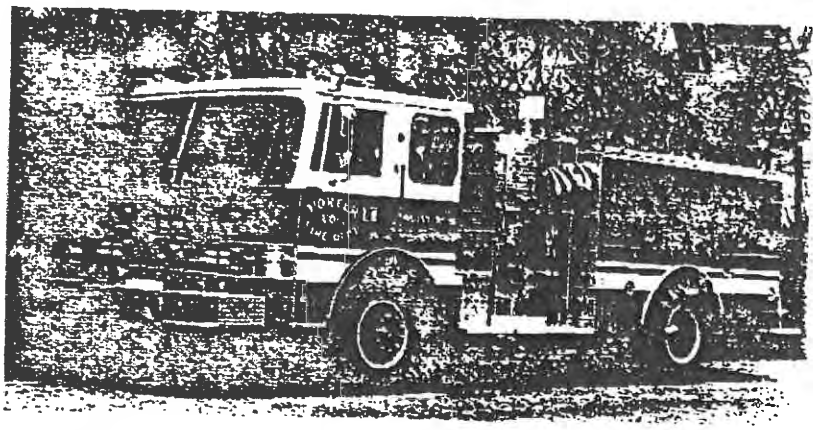
By: _____
, Chairperson

Approved as to form and legal sufficiency:

_____
Dennis P. Cronin 5-21-90
Assistant County Attorney

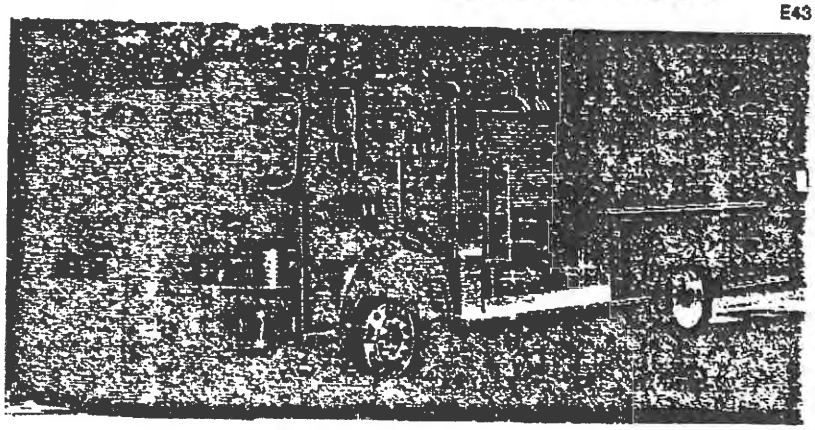
EXHIBIT "A" (page 1 of 3)

- All aluminum cab construction
- Extended bumper with front suction
- Short wheelbase for greater maneuverability
- Side or top mount pump panel
- Color coded outlet nameplates
- Stainless steel fender crowns



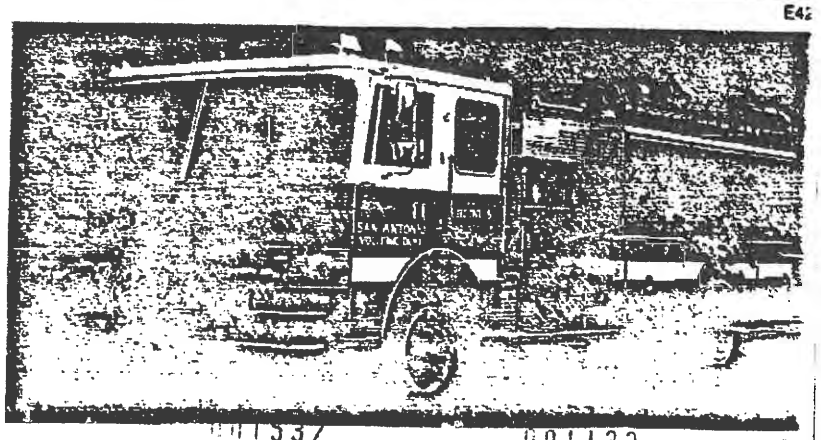
E43

- Cab access step inside — out of weather
- 48,000 BTU heater
- Mud and snow rear tires
- Gold leaf or gold star lettering and striping
- Flush fitting cab doors with full length stainless steel piano hinges
- Speedlay or crosslay hosebeds



E42

- Cab and full height canopy entrance handrails made of stainless steel
- Full front and rear circular fender inner liners
- Polyurethane paint finish
- Waterous single or two stage midship pump



E4

*Specifications, descriptions and illustrative material in this literature are as accurate as known at the time of publication, but are subject to change without notice. Illustrations may

— SPECIFICATIONS —

EXHIBIT "A" (page 2 of 3)

D-8000 CHASSIS — Std. Specifications

AXLES

Front — 14,600# Rockwell FG-941
Rear — 24,000# Rockwell RS-24-160
GVW — 38,400 Wheelbase — 156"

BRAKES

Full air meeting current FMVSS-121
18.1 CFM air compressor — Midland E1-1600 Three air reservoirs — one 830 cu. in. & two 1464 cu. in. 16½" x 5" cam type front and 16½" x 7" cam type rear. Spring set parking brake. Heated auto. moisture ejector. B-W AD-4 dryer.

CAB

Curved style five man cab/canopy with hydraulic lift. All aluminum construction — 1/8" sheet with fabricated or extrusion framing. Front fender liners. Stainless steel front fenders, stainless steel grill and bumper. Cab entrance handrails & full height canopy entrance handrails. Deluxe Ramco mirrors. Black interior with cab and canopy headliner. Bostrum air ride drivers seat & bench type passenger seat for two. Five sets of seat belts, 3 point for driver and officer. Electric wipers, 48,000 BTU heater. Automatic cab dome light (1), courtesy lights (2), map lights (2), canopy dome lights (2), step lights (2). Electrical componentry compartment. Hinged dash panel with engine oil, temperature, tachometer, voltmeter, duo air pressure gauge, transmission temperature gauge & speedometer. Warning lights and buzzer for engine, transmission and air pressure gauge. Halogen headlights & arrow type front directional lights, I.C.C. identification lights.

COOLING SYSTEM

714 frontal area. 49.5 quart capacity minimum.
Low fluid indicator light.

DRIVE LINES

Spicer #1700 series

ELECTRICAL

Leece Neville-145 amp alternator. Dual starting system with two 12 volt 225 amp batteries. Cole-Hersee M-705 switch.

ENGINE

Caterpillar 3208T Turbocharged, 250 HP @ 2600 RPM. 10.4 L displacement, 640 lb./ft. torque @ 1400 RPM. 5 year engine warranty.

FRAME

10.12 x 3.5 x .375 heat treated bowed channel — 110,000 PSI yield — S.M. 1141 — RBM 1,915,540 per rail. Front chromed tow hooks.

SUSPENSION

Semi-elliptical front and rear springs. 3.5" x 51" 10 leaf front & 3" x 50" 15 leaf rear with 6 leaf auxiliary. 14,400# capacity front & 27,000# rear.

FUEL

65 gal. fuel tank, rear mounted.

STEERING

Ross HFB integral H.D. power steering 20" diameter steering wheel.

TIRES & WHEELS

12R22.5 16-ply front & rear. Highway tread front, mud & snow rear. Michelin make. Disc wheels

TRANSMISSION

Allison MT-643 4 speed automatic. 4th gear lockup.

BODY, PUMP & EQUIPMENT

PUMP

Type — Waterous dependable CM series two stage centrifugal. Single stage optional. Midship mounted. Automatic adjustable pressure relief valve.

Capacity — Class A rating @ 10 foot lift — 2000 ft. altitude 100% cap. 150 PSI 100% cap. 155 PSI 70% cap. 200 PSI 50% cap. 250 PSI.

Construction — Two piece, bronze fitted, high tensile, close grained gray iron. Stainless steel impeller shaft fully supported by ball bearings. Easily adjustable Graloil packing.

Transmission — Gray iron housing. Chain drive. Drive shafts fully ball bearing supported. Electric pump shift with indicator light on pump panel and dash.

Primer — Waterous electric rotary type; automatically lubricated, large oil reservoir.

Piping — All 2½" and larger of heavy duty galvanized. Flexible couplings provided.

PUMP PLUMBING

Discharge — 2½" NST male with push-pull locking ball valve, cap and chain — one 2½" discharge for each 250 GPM capacity of pump.

One 1" pump to tank refill line and pump cooling line. Discharge easily cooled line. All discharges controlled from operators panel.

Suction — NST large (5" 1000) GPM, 6" (1250-2000 GPM) inlet each side with strainer and ring handle cap. One — 2½" NST female swivel with locking ball valve, strainer, plug, — operators panel. One — 3" gated tank to pump line, operators panel controlled

OPERATORS PANEL

Panel on drivers side, removable scratch and glare resistant black vinyl panels each side. Panel includes
Gauges — 6" dia. main pump pressure and vacuum. 3½" dia. individual gauge for each 2½" discharge. All gauges are compound type
Engine tachometer, temperature, and oil pressure gauges
Controls — Relief valve, transfer valve, primer, vernier engine throttle
Accessories — UL speed counter and test outlets. Manifold drain

BODY

Construction — Welded heavy gauge GALVANNEALL steel (aluminum available) Aluminum treadplate: spaced out running boards; rear step, top of side compartments. Side compartment assemblies removable. Folding step with scuffplate at front of each side compartment. Two aluminum treadplate corner steps at rear. Full body with "hail step" across top of rear compartment. All vertical faces of rear body covered with aluminum treadplate. Full circular rear wheel innerliners

Compartments — Enclosed equipment compartments are automatically lighted and weather proofed by rubber seals. Doors are double panel with polished stainless steel piano hinges and stainless steel recessed D-ring handle E200 latches. Drip protection over all compartment openings. Smooth steel, flush bottom, sweep-out compartment floors. Five enclosed equipment compartments — two each side, one rear with positive door holders.

Hose Bed — Removable ALUMINUM grating. Capacity 1500 ft. of 2½" and 400 feet of 1½" hose. One partition — adjustable.

Handrails — Two stainless steel vertical and one horizontal at rear of body

BOOSTER EQUIPMENT

Hose Reel — One electric rewind hose reel with capacity for 225 ft. of 1" hose. Located over pump in recessed open compartment. Preconnected to pump.

Hose Rollers — Stainless steel roller with aluminum guides each side of reel.

Booster Hose — Two 100 ft. lengths of 1" 800# working pressure.

Booster Nozzle — Elkhart 1" B-200 mounted

Tank
Capacity — 500, 750 U.S. gallons (1000 gal. w/178" wheelbase)
Construction — 10 gauge welded steel. Interior of tank shot blasted, then coated with Pierce GUARDIAN II epoxy. Anode protected. Fully baffled and equipped with removable cover. Tank sump. 10 YEAR WARRANTY.
Fill — Large fill tower at forward end of hose bed equipped with hinged cover, 4" combination overflow vent; screen.

BODY ELECTRICAL SYSTEM

Combination stop, turn and tail — Arrow type
Two inside cab controlled spotlights
Two rear hose bed pickup lights
Three (3) pump panel lights with shield
Automatic compartment lights with indicator light in cab
Running board & rear step worklights
Automatic backup lights with audible alarm
Switch panel in cab with master and individual switches — circuit breaker protected. Indicator light integral with switches.

Warnings Devices
One electronic siren w/100 watt speaker
One lightbar on cab roof

FIRE FIGHTING EQUIPMENT

Ground Ladders — Duo Safety aluminum — One 14 ft. roof with folding hooks — 775A. One 24 ft. two section extension — 900A. Ladders mounted on right side with adjustable brackets.

Pike Pole — One 10 ft. with wood handle in chrome plated tulip clips

Suction Hose — Two 10 ft. lengths of hard suction with pin-lug male and long handle female swivel couplings. Mounted left side with adjustable brackets

Suction Adapters — Two-one large pump inlet x large hydrant and one large pump inlet x 2½". Both double female swivel. NST. Mounting bases provided loose.

Other Equipment — (shipped loose with mounting brackets)
Two 6" fire dept. axes. Two 6 volt electric hand lights. One 2½ gal. pressurized water extinguisher. One 20# ABC dry chemical extinguisher. One chrome plated barrel strainer. Touch-up paint.

FINISH

Body and chassis finished with polyurethane paint. Painting process includes washing and phosphatizing under pressure, primer coats, and finish coat. Wheels, lights, trim, doors and other demountable items removed and painted separately. Interior of double panel compartment doors are undercoated. Gold leaf lettering provided

	Dash D-8000	Ford C-8000
1. Gross Vehicle Weight	38,400 lb.	35,000 lb.
2. Front axle rating	14,600 lb.	12,000 lb.
3. Rear axle rating	24,000 lb.	23,000 lb.
4. Front brake size	16½" x 5"	15½" x 4"
5. Air compressor	16.1 CFM	12 CFM
6. Front brake chambers	30 sq. in.	16 sq. in.
7. Rear brake chambers	36 sq. in.	30 sq. in.
8. Driver seat	Air ride (6-way adj.)	Bench (2-way adj.)
9. Heater/defroster	48,000 BTU	22,000 BTU
10. Interior padding	All-headliner, doors, dash	None
11. Cab metal	1/8" aluminum	18-21 gauge steel
12. Instrument panel	Hinged	Fixed
13. Alternator	145 amp	130 amp
14. Electrical components	In-dash (diagram/coding plate)	Under dash (no dia. code)
15. Bumper	Stainless steel	Extra-Chrome
16. Frame-size	10-1/8" x 3½" x 3/8" thick	9¾" x 3½" x ¼" thick
17. Frame - PSI	110,000	38,000
18. Frame - RBM	1,915,678	783,000
19. Frame - Warranty	LIFETIME	1 year
20. Steering	Ross HFB-70 (heavy duty)	Ross 504 (med. duty)
21. Suspension - front	14,400 lb.	12,000 lb.
22. Suspension - rear	27,000 lb.	23,000 lb.
23. Dual battery system	Std.	Extra
24. Stainless steel fenders	Std.	Extra
25. Bright finish grille	Std.-Stainless	Extra-Chrome
26. Hydraulic cab tilt	Std.	Extra
27. 65 gal. fuel tank	Std.	Extra
28. Auto. trans. lock-up	Std.	Extra
29. B-W AD4 air dryer	Std.	Extra
30. Two (2) cab courtesy lites	Std.	Extra
31. Two (2) eng. compt. lts.	Std.	Extra
32. Alum. treadplate cab floor	Std.	N/A
33. Frt. fender innerliners	Std.	N/A
34. Halogen headlights	Std.	N/A
35. Transmission temp gauge	Std.	N/A
36. Ramco mirrors	Std.	N/A
37. Wheelbase	Variable	6" Inclements
38. Engine warning lights	Std.	Optional
39. Engine warning buzzer	Std.	N/A
40. Map lights	Std.	N/A
41. Crew cab	Std.	Additional
42. Stainless steel cab entrance handrails	Std.	Additional
43. Automoisture ejector	Heated	Non Heated

A custom built chassis designed specifically for the fire service.
Designed as one unit.
Single source warranty.

1966796 OR: 2090 PG: 1194

Doc:
CLERK TO THE BOARD
INTERPRETER 5TH FLOOR
ENT 7240

RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
08/17/95 at 08:26AM DWIGHT E. BROCK, CLERK

REC FEE 37.50
COPIES 8.00

RESERVATION OF OFF-STREET PARKING AGREEMENT

THIS Agreement made this 8th day of August, 1995, by and between the Board of County Commissioners of Collier County (hereinafter referred to as County), a political subdivision of the State of Florida, and Robert and Mario Vocisano d/b/a/ Quality Inn Golf & Country Club, a Florida general partnership the owner of the property subject to this Agreement (hereinafter referred to as Developer).

W I T N E S S E T H:

WHEREAS, Developer is the fee simple owner of the Quality Inn Golf & Country Club located in Collier County, Florida; and

WHEREAS, the County has determined that Quality Inn Golf & Country Club must have exclusive use of 294 parking spaces in addition to shared use of additional spaces on the site, all as set forth in a certain agreement between the Developer and County dated February 17, 1989 (the 1989 Agreement); and

WHEREAS, Sec. 2.3.12, Collier County Land Development Code (the Code), provides that a developer may request a reservation of parking spaces that are excessive but that such reservation does not reduce the required number of parking spaces on the site; and

WHEREAS, the Developer has requested a reservation of parking spaces pursuant to Sec. 2.3.12, of the Code, in order to place some of the required parking spaces in reserve; and

WHEREAS, the Planning Services Director has determined that the existing impervious parking area is adequate to provide for the current parking needs of the Project and that the reservation of 88 parking spaces will provide adequate assurance to the County that sufficient land is and will remain available for the construction of additional impervious parking should conditions change such that such additional impervious parking is necessary; and

WHEREAS, the County has the authority to enter into reserved parking agreements on pursuant to Sec. 2.3.12 of the Code; and

WHEREAS, Developer, as fee simple owner, has the authority to enter into this Agreement and to bind itself, its heirs, successors and assigns to the terms and conditions of this Agreement set forth below;

NOW, THEREFORE, in consideration of the findings set forth above which are incorporated herein, the mutual premises set forth hereinafter and other good and valuable consideration, the Board and Developer hereby covenant and agree as follows:

1. Developer agrees to reserve and set aside for use solely as a site for future construction of impervious parking that land designated as "reserved parking" on the drawing attached hereto and made a part hereof.

2. Developer agrees to maintain the reserved parking area as a landscaped open space area in lieu of paving until such time as it may be reasonably determined by the Planning Services Director that an impervious parking area is needed, at which time Developer will forthwith construct such impervious parking area as directed by the Planning Services Director. Developer further agrees that it will not use the open space created by the reserved parking area to meet the open space requirements, pursuant to the Code, for the development subject to this Agreement.

3. Developer agrees that the reserved parking shall never be encroached upon unless Developer provides equivalent reserve parking, subject to prior approval of the Planning Services Director. Additionally, Developer agrees that the reserved parking area will not be leased, sold or otherwise conveyed except in conjunction with the building(s) or use served by said area.

4. Nothing in this Agreement shall be construed to prevent the Developer from constructing impervious parking on the land herein reserved; however in the event that the reserved parking area is converted to pervious parking, Developer shall submit engineered construction plans for the additional parking area to the Planning Services Department for review and approval prior to the commencement of construction, unless those plans have previously been approved under criteria of Div. 3.3, Collier County Land Development Code, as amended.

5. The County shall terminate this Agreement when the reserved parking area is converted to impervious parking spaces pursuant to the Code or when the reserved parking area is no longer required, as may be determined by the Planning Services Director and approved by the County. Said release or termination shall be recorded in the official records of Collier County, Florida.

6. This Agreement shall remain in full force and effect unless and until terminated by the County.

7. This Agreement modifies the 1989 Agreement only to the extent expressly provided herein.

8. This Agreement shall be binding upon Developer, its heirs, successors or assigns and constitutes a restrictive covenant which shall run with the land.

9. Developer agrees to record this Agreement in the official records of Collier County and to bear the expense thereof. Developer shall provide a copy of the recording agreement to Collier County Development Services Department and to the County Attorney's office. Recordation of this Agreement shall take place within thirty (30) days from the date of execution of this Agreement by the Board of County Commissioners.

IN WITNESS WHEREOF the parties hereto have set their hands and seals the day and year first above written

ATTEST:
DWIGHT E. BROCK, Clerk

By: _____, D.C.

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
Bettye J. Matthews
Chairman

Robert and Mario Vocisano d/b/a/
QUALITY INN GOLF & COUNTRY CLUB, a
Florida general partnership

By: _____
Robert Vocisano, General Partner

Witnesses:

Gail Hambright
Gail Hambright
Printed name of witness

Christie L. Brighton
CHRISTIE L. BRIGHTON
Printed name of witness

STATE OF FLORIDA
COUNTY OF

The foregoing instrument was acknowledged before me this 10TH day of ~~April~~ MARCH 1995 by, ROBERT VOCISANO who (___) is personally known to me or (____) has produced drivers license V225 720-30-448 as identification.

Carolyn Sue Filson
Notary Public
Carolyn Sue Filson
Printed Name of Notary

My Commission Expires:

OFFICIAL NOTARY SEAL
CAROLYN SUE FILSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC369108
MY COMMISSION EXP. AUG. 4, 1998

Approved as to form and
legal sufficiency:

Marsia M. Student, Assistant Co. Atty.
FOR Kenneth B. Cuyler
County Attorney

AGREEMENT

THIS AGREEMENT entered into this 17th day of February, 1989, by and between ROBERT VOCISANO, individually and as general partner of GOLDEN GATE INN, a Florida general partnership, and MARIO VOCISANO, individually and as general partner in the GOLDEN GATE INN, a Florida general partnership, (hereinafter referred to as "DEVELOPERS") and COLLIER COUNTY, a political subdivision of the State of Florida, (hereinafter referred to as "COUNTY").

WHEREAS, DEVELOPERS have constructed a motel facility on the GOLDEN GATE INN property (hereinafter referred to as "Property"); and

WHEREAS, DEVELOPERS are required to provide adequate parking in accordance with the Collier County Zoning Ordinance for all existing and newly-constructed uses on the Property; and

WHEREAS, DEVELOPERS and a third party have entered into a "joint use" or "shared parking" arrangement for the sharing of certain parking spaces located on DEVELOPERS' Property; and

WHEREAS, the COUNTY has determined that the parking requirements for DEVELOPERS' existing and newly-constructed uses on the Property must be calculated exclusive of such shared parking spaces; and

WHEREAS, DEVELOPERS have fully constructed two motel buildings and have received a Certificate of Occupancy for one motel building based on prior calculation of parking requirements which did not account for such shared parking spaces; and

WHEREAS, DEVELOPERS seek a Certificate of Occupancy for the second constructed motel building; and

WHEREAS, the COUNTY will issue such Certificate of Occupancy under the terms of this Agreement wherein DEVELOPERS will be required to immediately construct additional parking to meet County parking requirements exclusive of all shared parking spaces on the Property;

EXHIBIT 2
PAGE 1
OF 7

EXHIBIT "B"

EX-14

MAR 1 1989

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the security provided by DEVELOPERS for this Agreement and other good and valuable consideration, acknowledged by the parties to be sufficient, the parties do hereby agree as follows:

1. DEVELOPERS shall construct, at no expense to the COUNTY, an additional 117 parking spaces for DEVELOPERS' exclusive use which have been designated by black-lining on the attached site plan (hereinafter referred to as "site plan") dated May, 1987, prepared by Wilson, Miller, Barton, Soll and Peek, Inc., and revised by DEVELOPERS on February 8, 1989 and February 13, 1989, a copy attached hereto and incorporated herein. DEVELOPERS represent that 177 parking spaces exist or have previously been constructed exclusively for DEVELOPERS uses on the Property. After completion of the parking construction required herein, DEVELOPERS represents that they will have the exclusive use of at least 294 parking spaces.

2. DEVELOPERS agree that the construction of all parking spaces required pursuant to this Agreement shall be in accordance with all applicable County regulations and ordinances. The attached site plan is intended to depict the anticipated final location of the parking spaces but is not intended to evidence compliance with all applicable County regulations and ordinances, including, but not limited to, zoning and subdivision regulations.

3. DEVELOPERS shall commence construction of the required parking spaces designated on the site plan at the earliest possible date but not later than twenty (20) days after execution of this Agreement. DEVELOPERS shall complete all construction and other improvements necessary for the COUNTY'S approval of the required parking spaces at the earliest possible date but no later than ~~one hundred (100)~~ January (90) days after the execution of this

EXHIBIT 2
PAGE 2
OF 7

Agreement. DEVELOPERS acknowledge and agree that if all parking spaces required pursuant to this Agreement have not been completed in accordance with all applicable County regulations and ordinances within ~~100~~ 90 days after execution of this Agreement, DEVELOPERS shall be in default of this Agreement and the COUNTY shall have the right and authority to proceed against and collect any and all funds provided by DEVELOPERS as security to assure construction and code compliance pursuant to this Agreement.

4. As security for the parking construction, landscaping and other requirements necessary for the placement and construction of the parking spaces required pursuant to this Agreement, DEVELOPERS shall provide to the COUNTY a certified check drawn on a local banking institution and made payable to Collier County in the total amount of Seventy-Five Thousand Dollars ($75,000.00). Said certified check shall be held in escrow by the County and may be cashed by the COUNTY upon DEVELOPERS failure to complete the construction of the required parking spaces as shown on the site plan in accordance with this Agreement.

5. In the event that DEVELOPERS default under the terms of this Agreement and Collier County cashes the certified check provided as security for this Agreement, said funds shall be used for any and all costs necessary to complete the required parking construction and landscaping including, but not limited to, construction costs, administrative costs, legal fees, and other costs related to such construction. If funds remain after all such costs and expenses, in the sole opinion of Collier County, then such remaining funds shall be returned to DEVELOPERS.

6. DEVELOPERS shall have the right to substitute a Letter of Credit from a local banking institution in a form and amount acceptable to the COUNTY as replacement for the certified check provided hereunder.

EXHIBIT 12
PAGE 3
OF 7

7. The COUNTY agrees that, upon execution of this Agreement and receipt of the security provided herein, the COUNTY shall issue a Certificate of Occupancy for the proposed "East" motel building as generally depicted on the site plan. Such Certificate of Occupancy shall include the following wording:

> This Certificate of Occupancy is conditioned upon DEVELOPERS compliance with that certain Agreement between DEVELOPERS and COLLIER COUNTY dated February 17, 1989.

8. DEVELOPERS hereby represent that the person or persons executing this Agreement on behalf of DEVELOPERS have full authority to do so.

9. DEVELOPERS represent that they own or control all Property as depicted on the site plan which is necessary for construction and placement of the required parking spaces as depicted on the site plan. DEVELOPERS further agree that in the event that DEVELOPERS default under the terms of this Agreement, DEVELOPERS shall be immediately obligated to provide sufficient property rights to COLLIER COUNTY for construction of the required parking as depicted on the site plan. It is not the intent of COLLIER COUNTY to own such proposed parking but rather to acquire sufficient property rights to construct the required parking.

10. Developers hereby agree to provide documentation to the County within thirty (30) days of the execution of this Agreement which documentation will evidence that the property upon which the proposed parking is to be located is and shall be perpetually restricted and reserved as a parking area for the currently existing uses on the property. Such evidence shall be in the form of covenants running with the land or other appropriate property limitations or restrictions and shall be in a form approved by the County Attorney's office and thereafter recorded at Developers expense in the public records of Collier County, Florida.

EXHIBIT 2
PAGE 4
OF 7

11. The parties agree that time is of the essence with respect to this Agreement.

IN WITNESSES WHEREOF the parties hereto have executed this Agreement on the date first written above.

Witnesses:

DEVELOPERS:

By: MARIO VOCISANO, Individually and as General Partner of GOLDEN GATE INN

STATE OF FLORIDA)
COUNTY OF COLLIER)

I HEREBY CERTIFY that MARIO VOCISANO executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of February, 1989.

Notary Public

My Commission Expires:

Witnesses:

By: ROBERT VOCISANO, Individually and as General Partner of GOLDEN GATE INN BY JOHN FLEMING under Special Power of Attorney dated 2/8/89 (copy attached)

STATE OF FLORIDA)
COUNTY OF COLLIER)

I HEREBY CERTIFY that JOHN FLEMING executed the foregoing instrument for the purposes therein contained.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of February, 1989.

Notary Public

My Commission Expires:

COLLIER COUNTY

Witnesses:

By: THOMAS W. OLLIFF, Community Development Administrator

Approved as to form and legal sufficiency

Kenneth B. Cuyler

EXHIBIT 2
P. 5
OF 7

INSTR 5413619 OR 5401 PG 2874 RECORDED 6/5/2017 11:29 AM PAGES 5
DWIGHT E. BROCK, CLERK OF THE CIRCUIT COURT, COLLIER COUNTY FLORIDA
DOC@.70 $0.70 REC $44.00

GRANT OF EASEMENT

This Grant of Easement (this "Easement") dated February 1, 2017, is made by and between Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/Tennessee, LLC, with an address of 12641 Corporate Lakes Drive, Fort Myers FL 33913 its successors and assigns, hereinafter referred to as "Grantee" and Golf Crest of Naples Condominium Association, Inc., with an address of 4050 Golden Gate Parkway , Naples FL 34116 hereinafter referred to as "Grantor."

The Grantor and the Grantee are parties to a(n) Services Agreement dated February 1, 2017, pursuant to which the Grantee provides certain broadband communications services to the Premises described below.

In consideration of One Dollar ($1.00), the Grantor(s), owner(s) of the Premises described below, hereby grant(s) to the Grantee, its successors and assigns, a non-exclusive easement in gross and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time a broadband communications system (hereinafter referred to as the "Company Wiring") consisting of wires, underground conduits, cables, pedestals, vaults, and including but not limited to above ground enclosures, markers and concrete pads or other appurtenant fixtures and equipment necessary or useful for distributing broadband services and other like communications, in, on, over, under, across and along that certain real property (the "Premises") located at 4050 Golden Gate Parkway , Naples, FL 34116 in Collier County , Florida described as follows:

LEGAL DESCRIPTION:
(See Attached)

The Grantor(s) agree(s) for itself and its heirs and assigns that the Company Wiring on the Premises shall be and remain the personal property of the Grantee and may not be altered, obstructed or removed without the express written consent of the Grantee. The Grantee, and its contractors, agents and employees, shall have the right to trim or cut trees and/or roots which may endanger or interfere with said Company Wiring and shall have free access to said Company Wiring and every part thereof, at all times for the purpose of exercising the rights herein granted; provided, however, that in making any excavation on said Premises of the Grantor, the Grantee shall make the same in such manner as will cause the least injury to the surface of the ground around such excavation, and shall replace the earth so removed by it and restore the area to as near the same condition as it was prior to such excavation as is practical. This Easement shall run with the land for so long as the Grantee, its successors or assigns provides broadband service to the Premises.

IN WITNESS WHEREOF, the parties hereto have caused this Easement to be executed by their duly authorized representatives as of the date first written above.

GRANTOR

WITNESS/ATTEST: Golf Crest of Naples Condominium Association, Inc.

Name: Joe Winslow

By: Sherman D LaCost
Name: SD Lacost
Title: President

WITNESS/ATTEST:

Name: Patrick Fitzgerald

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

GRANTEE

WITNESS/ATTEST: Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/Tennessee, LLC

Name:

By:
Name: Amy Smith 3-24-17
Title: Regional Senior Vice President, Florida Region

WITNESS/ATTEST:

Name: Cindy Fenelus

STATE OF FL)
) ss.
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 17 day of JAN, 2017 by Sherman Lacost, the President of Golf Crest of Naples Condominium Association, Inc., on behalf of said entity. He/she is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

PATRICK FITZMORRIS
MY COMMISSION # FF241283
EXPIRES June 17, 2019
(407) 398-0153 FloridaNotaryService.com

_____ Notary Public
(Print Name)

My commission expires: _____

STATE OF Florida)
) ss.
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 24th day of March, 2017 by Amy Smith, the Regional Senior Vice President, Florida Region of Comcast of Arkansas/Florida/Louisiana/Minnesota/Mississippi/Tennessee, LLC, on behalf of said entity. He/She is personally known to me or has presented _____ (type of identification) as identification and did/did not take an oath.

Witness my hand and official seal.

KIM M. MEOLA
MY COMMISSION # FF 169222
EXPIRES: February 9, 2019
Bonded Thru Notary Public Underwriters

Kim M. Meola Notary Public
(Print Name)

My Commission expires: 2/9/2019

LEGAL DESCRIPTION

Beginning at the Northeast corner of Block 1, Golden Gate Unit 1, as recorded in Plat Book 5, Pages 60-64 inclusive of the Public Records of Collier County, Florida; thence along the East line of said Block 1 due South 95.00 feet; thence S 13°-15'-20" W 60.00 feet; thence due South 190.41 feet; thence S 89°-33'-20" W 138.41 feet; thence N 67°-27'-40" W 49.29 feet; thence N 7°-59'-50" E 242.09 feet; thence N 32°-56'-50" W 101.54 feet to the North line of said Block 1; thence along said North line due East 219.24 feet to the place of beginning:

Together with a non-exclusive easement for ingress and egress over

A strip of land 24 feet wide lying 12 feet on each side of the following described centerline: Commencing at the Northeast corner of Block 1, Golden Gate Unit 1, as recorded in Plat Book 5, Pages 60-64 inclusive of the Public Records of Collier County, Florida; thence along the North line of said Block 1 due West 219.24 feet, thence continuing due WEST 105.76 feet for a PLACE OF BEGINNING; thence due SOUTH 73.00 feet; thence due EAST 125.99 feet; thence S 37°-00'-10" E 34.45 feet; thence S 7°-59'-50" W 224.95 feet for a place of ending.

Together with a non-exclusive sanitary sewer line easement over

A strip of land 10 feet wide lying 5 feet on each side of the following described centerline: Commencing at the Northeast corner of Block 1, Golden Gate Unit 1, as recorded in Plat Book 5, Pages 60-64 inclusive of the Public Records of Collier County, Florida; thence along the North line of said Block 1, due WEST 219.24 feet; thence continuing due WEST 130.55 feet for a PLACE OF BEGINNING: Thence S 21°-12' E 66.07 feet; thence S 66°-55' E 160.63 feet for a place of ending of the 10 foot wide strip of land; also a strip of land 17 feet wide lying 8.5 feet on each side of the following described centerline: Commencing at the place of ending of the 10 foot wide easement thence N 7°-59'-50" E 47.83 feet; thence S 7°-59'-50" W 248.97 feet for a place of ending.

Together with a non-exclusive water line easement over

A strip of land 10 feet wide lying 5 feet on each side of the following described centerline: Commencing at the Northeast corner of Block 1, Golden Gate Unit 1, as recorded in Plat Book 5, Pages 60-64 inclusive of the Public Records of Collier County, Florida; thence along the North line of said Block 1, due WEST 219.24 feet; thence continuing due WEST 104.76 feet for a PLACE OF BEGINNING: Thence due SOUTH 46.0 feet; thence S 89°-12' E 91.6 feet; thence S 59°-01' E 79.30 feet; thence S 7°-59'-50" W 239.17 feet for a place of ending, subject to grantors right of non-exlusive easement over this same parcel.

With all bearings derived from Plat of Golden Gate Unit 1.

INSTR 5612385 OR 5552 PG 3781 RECORDED 9/14/2018 1:32 PM PAGES 4
CLERK OF THE CIRCUIT COURT AND COMPTROLLER, COLLIER COUNTY FLORIDA
REC $35.50

RESOLUTION NO. 2018 - 149

A RESOLUTION APPROVING THE PRELIMINARY ASSESSMENT ROLL AS THE FINAL ASSESSMENT ROLL AND ADOPTING SAME AS THE NON-AD VALOREM ASSESSMENT ROLL FOR PURPOSES OF UTILIZING THE UNIFORM METHOD OF COLLECTION PURSUANT TO SECTION 197.3632, FLORIDA STATUTES, FOR SOLID WASTE MUNICIPAL SERVICE BENEFIT UNIT, SERVICE DISTRICT NO. I SPECIAL ASSESSMENT LEVIED AGAINST CERTAIN RESIDENTIAL PROPERTIES WITHIN THE UNINCORPORATED AREA OF COLLIER COUNTY PURSUANT TO COLLIER COUNTY ORDINANCE NO. 2005-54, AS AMENDED.

WHEREAS, the Board of County Commissioners of Collier County, Florida, (hereinafter referred to as County), adopted Collier County Ordinance No. 2005-54 creating two (2) Municipal Service Benefit Units in the unincorporated area of Collier County for the purpose of providing and regulating Solid Waste Collection and Disposal Services; and

WHEREAS, the County intends to finance the Solid Waste Collection and Disposal Services through the levy of special assessments (non-ad valorem assessments) against residential units as defined in Collier County Ordinance No. 2005-54, as amended, that are benefited by the solid waste collection and disposal services. Said properties are located within the boundaries of Solid Waste Municipal Service Benefit Unit, Service District No. I as described herein and in Collier County Ordinance No. 2005-54, as amended; and

WHEREAS, Section 197.3632, Florida Statutes, requires that a public hearing be held to adopt a non-ad-valorem assessment roll for purposes of utilizing the uniform method of collection; and

WHEREAS, said public hearing was duly advertised and regularly held at the Board of County Commissioners' Boardroom, Third Floor, W. Harmon Turner Building, 3299 East Tamiami Trail, Naples, Florida, commencing at 9:00 a.m. on September 11, 2018.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, that:

SECTION ONE: The Board, having met to receive and consider the written objections of the property owners and other interested persons appearing before the Board as to the propriety and advisability of confirming and adopting the Solid Waste Municipal Service Benefit Unit, Service District No. I Preliminary Assessment Roll, as to the amounts shown thereon to be assessed against the lots and parcels of land to be benefited and as to the equalization of such assessments on a basis of justice and right, does hereby confirm such preliminary assessment roll which excludes certain residential units that are included in a homeowner's association or property owner's association that pays the commercial fee for solid waste collection and disposal services for all such units. Further, the Board adopts the preliminary assessment roll and makes it final as

CAO

the Solid Waste Municipal Service Benefit Unit, Service District No. I final assessment roll (non-ad valorem assessment roll) for the purpose of using the uniform method of collection.

The total special assessments for the solid waste collection and disposal services for Solid Waste Municipal Service Benefit Unit, Service District No. I for FY 2019 is $213.24 per Residential Unit. The total assessments against the benefited properties are described and set forth in the preliminary assessment roll (non-ad valorem assessment roll) on file with Clerk to the Board, Minutes and Records. The Board hereby confirms the special assessments (non-ad valorem assessments) and the final assessment roll (non-ad valorem assessment roll), which is on file with Clerk to the Board Minutes and Records.

SECTION TWO: Such assessments are hereby found and determined to be levied in direct proportion to the special and positive benefits to be received by the properties listed in the preliminary assessment roll (non-ad valorem assessment roll) on file with Clerk to the Board, Minutes and Records and are located within the Solid Waste Municipal Service Benefit Unit, Service District No. I which is more particularly described as follows:

> Beginning at the intersection of the North line of Section 6, Township 48 South, Range 25 East also known as the Lee-Collier County line and the eastern shoreline of the Gulf of Mexico; thence easterly along said Lee-Collier County line to the northeast corner of Section 12, Township 48 South, Range 26 East; thence north along the east line of Range 26 East, Township 48 South to the northwest corner of Section 6, Township 48 South, Range 27 East, thence east along the north line of Sections 6, 5, 4, 3, 2 and 1 of Township 47 South, Range 27 East to the northwest corner of Section 1, Township 48 South, Range 27 East; thence north along the range line of Ranges 27 and 28 East to the northwest corner of Section 30, Township 47 South, Range 28 East, also known as the center line of Immokalee Road (CR 846); thence east along the north section lines of Sections 30, 29, 28, 27, 26 and 25 of Township 47 South, Range 28 East to the northeast corner of Section 25, Township 47 South, Range 28 East; thence south along the range line for Ranges 28 and 29 East to the northeast corner of Township 49 South and Range 28 East; thence east along the township line for Townships 48 and 49 South to the northeast corner of Township 49 South and Range 30 East; thence south along the range line for Ranges 30 and 31 East to the northeast corner of Township 52 South and Range 30 East; thence east along the township line for Townships 51 and 52 South to the northeast corner of Township 52 South and Range 31 East; thence south along the range line for Ranges 31 and 32 East to the northeast corner of Township 53 South and Range 31 East; thence east along the township line of Townships 52 and 53 South to the northeast corner of Township 53 South and Range 34 East, also being known as the Collier-Miami-Dade County line; thence south along said county line to the southeast corner of Section 36, Township 53 South, Range 34 East, also being known as the Collier-Monroe County line; thence west along said

CAO

county line to the eastern shoreline of the Gulf of Mexico; thence westerly and northerly along the waters of the Gulf of Mexico to the Lee-Collier county line being the north line of Section 6, Township 48 South, Range 25 East and being the Point of Beginning. Less and except all the lands located within the corporate limits of the City of Naples. Also, less and except all coastal barrier islands, as defined by Section 161.54(2), Florida Statutes, that are not accessible by bridges or causeways.

On October 11, 2005 the Board of Collier County Commissioners entered into an Interlocal Agreement with the City of Everglades City to provide trash collection services as provided in Service District No. I.

SECTION THREE: Upon adoption of this Resolution all the special assessments (non-ad valorem assessments) and all special assessments in subsequent years for Solid Waste Collection and Disposal Services within Solid Waste Municipal Service Benefit Unit, Service District No. I shall be collected pursuant to Section 197.3632, Florida Statutes, or any successor statutes authorizing the collection of such non-ad valorem assessments on the same bill as ad valorem taxes shall be billed.

SECTION FOUR: The assessments shall be final and conclusive as to each lot or parcel assessed and any objections against the making of any assessable improvements not so made shall be considered as waived, and if any objection shall be made and overruled or shall not be sustained, the adoption of this Resolution approving the final assessments shall be at the final adjudication of the issues presented unless proper steps shall be taken in a court of competent jurisdiction to secure relief within twenty (20) days from the adoption of this Resolution.

SECTION FIVE: All assessments shall constitute a lien upon the property so assessed from the date of confirmation of this Resolution of the same nature and to the same extent as the lien for general county taxes falling due in the same year or years in which such assessments fall due, and any assessment not paid when due shall be collected pursuant to Chapter 197, Florida Statutes, in the same manner as property taxes are collected.

SECTION SIX: The Clerk is hereby directed to record this Resolution, not including the referenced roll, in the Official Records of Collier County. A recorded copy of this Resolution and the referenced roll shall be maintained on file in the Office of the Clerk to the Board, Minutes and Records.

SECTION SEVEN: This Resolution shall become effective immediately upon its passage.

CAO

This Resolution adopted this 11th day of September, 2018, after motion, second and majority vote.

ATTEST:
CRYSTAL K. KINZEL, Clerk

By: _____
Deputy Clerk

Attest as to Chairman's signature only.

Approved as to form and legality:

_____
Jeffrey A. Klatzkow
County Attorney

BOARD OF COUNTY COMMISSIONERS
COLLIER COUNTY, FLORIDA

By: _____
ANDY SOLIS, CHAIRMAN

CAO

Rader and Associates
Miami, Florida

GOLDEN GATE
Unit 1

JOB № 5020

AUGUST 1963

PLAT BOOK 5 PAGE 60

A SUBDIVISION OF PORTIONS OF SECTIONS 22 & 27 TWP. 49S. RGE. 26E. COLLIER COUNTY, FLORIDA.

DESCRIPTION:—

A subdivision of a portion of the S½ of Section 22 and a portion of the N½ of Section 27, Township 49 South, Range 26 East in Collier County, Florida, and more particularly described as follows:

COMMENCE at the S.E. corner of said Section 22; thence run S 87°38'13"W along the south line of said Sec. 22, for 100.08 feet to the POINT OF BEGINNING; thence S0°08'W along a line which is 100 feet west of, as measured at right angles and parallel to the east line of said Sec. 21 for a distance of 145.87 feet; thence run Due West, 2814.96 feet; thence Due North for 629.71 feet to a point on the south line of said Sec. 22, said point bearing S 87°38'13"W and distant 289.63 feet from the S¼ corner of said Sec. 22; thence continue Due North for 55.29 feet; thence run Due West for 910.90 feet; thence run Due North for 770 feet; thence run Due East for 380 feet; thence run Due North for 310 feet; thence run Due East for 620 feet; thence run Due North for 510 feet; thence run Due East for 194.94 feet to a point on the east line of the S.W. ¼ of said Sec. 22, said point bearing N 0°12'48"W and distant 1433.36 feet from the S¼ corner of said Sec. 22; thence continue Due East for 1855.96 feet; thence run Due South for 510 feet; thence run Due East for 675 feet; thence run Due South along a line which is 100 feet west of, as measured at right angles and parallel to the east line of said Sec. 22, for a distance of 759.13 feet to the POINT OF BEGINNING.

DEDICATION:—

Know all men by these Presents that "GULF AMERICAN LAND CORPORATION", a corporation under the Laws of Florida, the owner of the hereon described Lands have caused the plat of "GOLDEN GATE UNIT 1" to be made, and hereby dedicate all STREETS, AVENUES, PLACES, TERRACES, PARKWAY, LANE, ALLEYS and CANALS, shown hereon to the perpetual use of the Public.

IN WITNESS WHEREOF We have hereunto set our hands and seals this 8th day of August A.D. 1963.

GULF AMERICAN LAND CORPORATION

WITNESSES:

Margaret J. Carlson

Edward R. Bryan

Edward V. Pacelli, Vice President

Joseph S. Maddione, Assistant Secretary

ACKNOWLEDGMENT:—

I HEREBY CERTIFY that on this day personally appeared before me the undersigned authority Edward V. Pacelli, Vice President and Joseph S. Maddione, Assistant Secretary, to me well known to be the persons who signed the foregoing execution thereof, to be their act and deed as such officers for the uses and purposes therein mentioned.

WITNESSED my hand and notarial seal this 8th day of August A.D. 1963.

MY COMMISSION EXPIRES January 19, 1966

Edith T. Everton
NOTARY PUBLIC, STATE OF FLORIDA, AT LARGE

SURVEYORS CERTIFICATE:—

WE HEREBY CERTIFY that the attached plat entitled "GOLDEN GATE UNIT 1" is a true and correct representation of the land as recently surveyed and platted by us, to the best of our knowledge and belief, and also that the Permanent Reference Monuments have been placed in accordance with Section 7 Chapter 10275 (25S) Laws of the State of Florida.

RADER AND ASSOCIATES

BY Earle M. Rader
EARLE M. RADER
Registered Engineer № 717
Registered Surveyor № 106
State of Florida.

EASEMENT DEDICATION:—

The OWNERS of this property do hereby dedicate EASEMENTS along each boundary of each homesite for drainage purposes, and for Public Utilities; said easements not to exceed six feet each side of said boundaries, unless otherwise shown.

CORPORATION SEAL

NOTARY SEAL

SURVEYOR'S SEAL

APPROVALS:—

This plat approved this 17th day of September A.D. 1963.

W.H. Turner, Zoning Administrator

This plat was accepted this 17th day of September A.D. 1963, in open meeting of the Board of County Commissioners of Collier County, Florida.

James D. Adams
County Attorney

Margaret J. Scott
Clerk

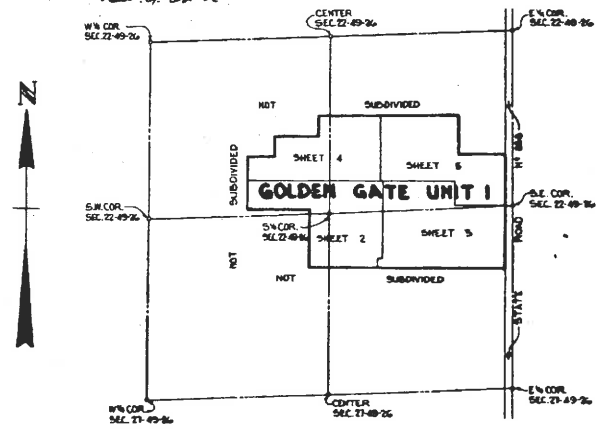
W.H. Turner
County Engineer

A.C. Bonds
Chairman

I HEREBY CERTIFY that this plat of "GOLDEN GATE UNIT 1" has been examined by me, and from my examination I find that said plat complies in form with the requirements of Chapter 10275, Laws of Florida, Acts of 1925.

I FURTHER CERTIFY that said plat was filed for record at 12:45 P.M. this 22 day of Sept A.D. 1963, and duly recorded in Plat Book 5 at Page 60, Public Records of COLLIER COUNTY, FLORIDA.

Margaret J. Scott By
Clerk Ruth A. Ott Jr.



LOCATION MAP & KEY PLAN

SCALE: 1" = 1000'

SURVEYOR'S NOTES:—

● Denotes Permanent Reference Monument.
Bearings shown are based on an assumed meridian.
All corner radii are 25 feet unless otherwise shown.
Distances on corner lots are to the intersection of Block lines produced unless otherwise shown.

CALCULATIONS	P.F.R.
DRAWN	T.G.D.
CHECKED	J.R.C.
APPROVED	W.H.

586

SHEET 1 OF 5

Rader and Associates
Miami, Florida

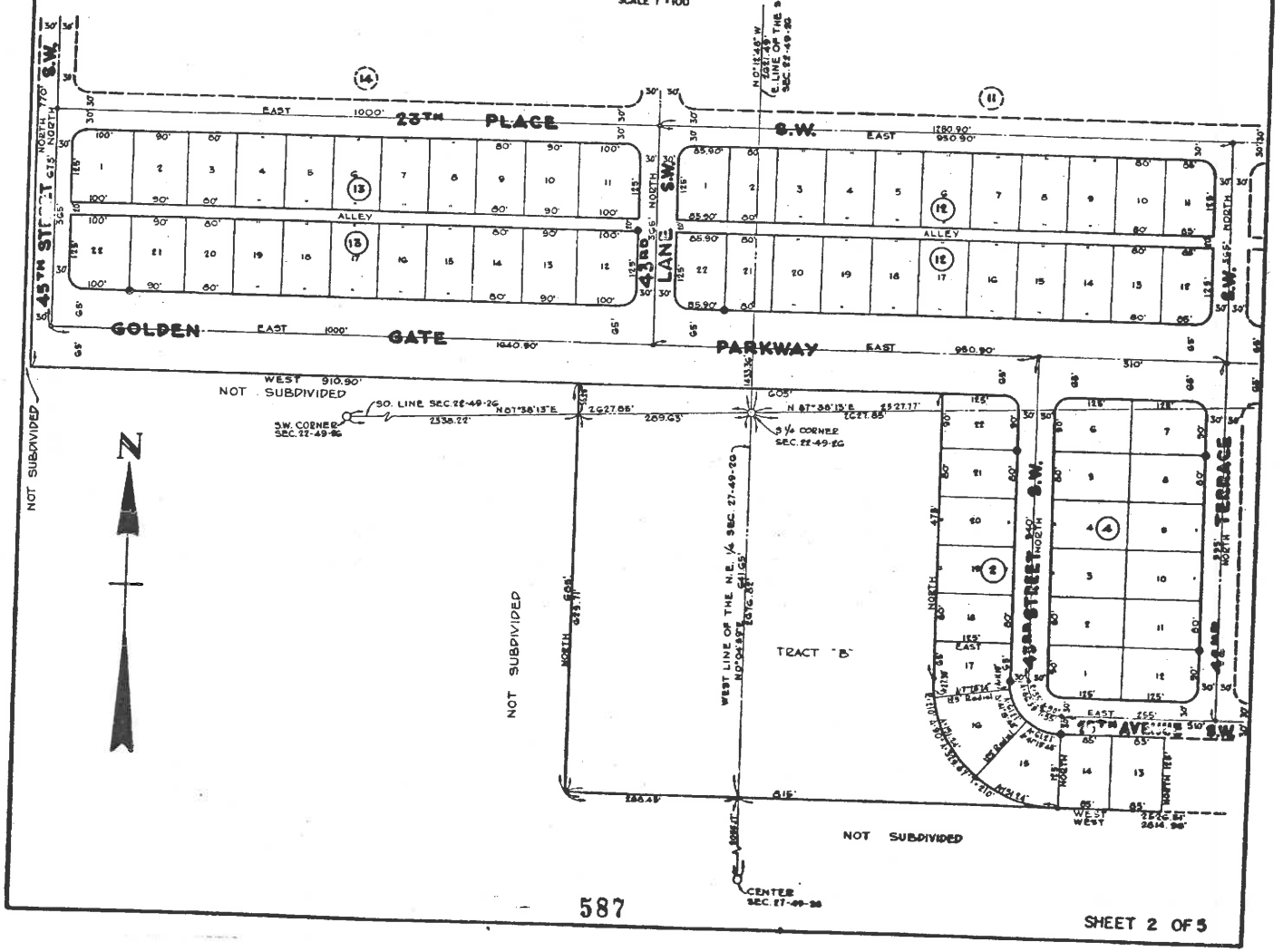
GOLDEN GATE
Unit 1

PLAT BOOK 5 PAGE 61

JOB № 5020

AUGUST 1943

SCALE 1" = 100'



SHEET 2 OF 5

Rader and Associates
Miami, Florida

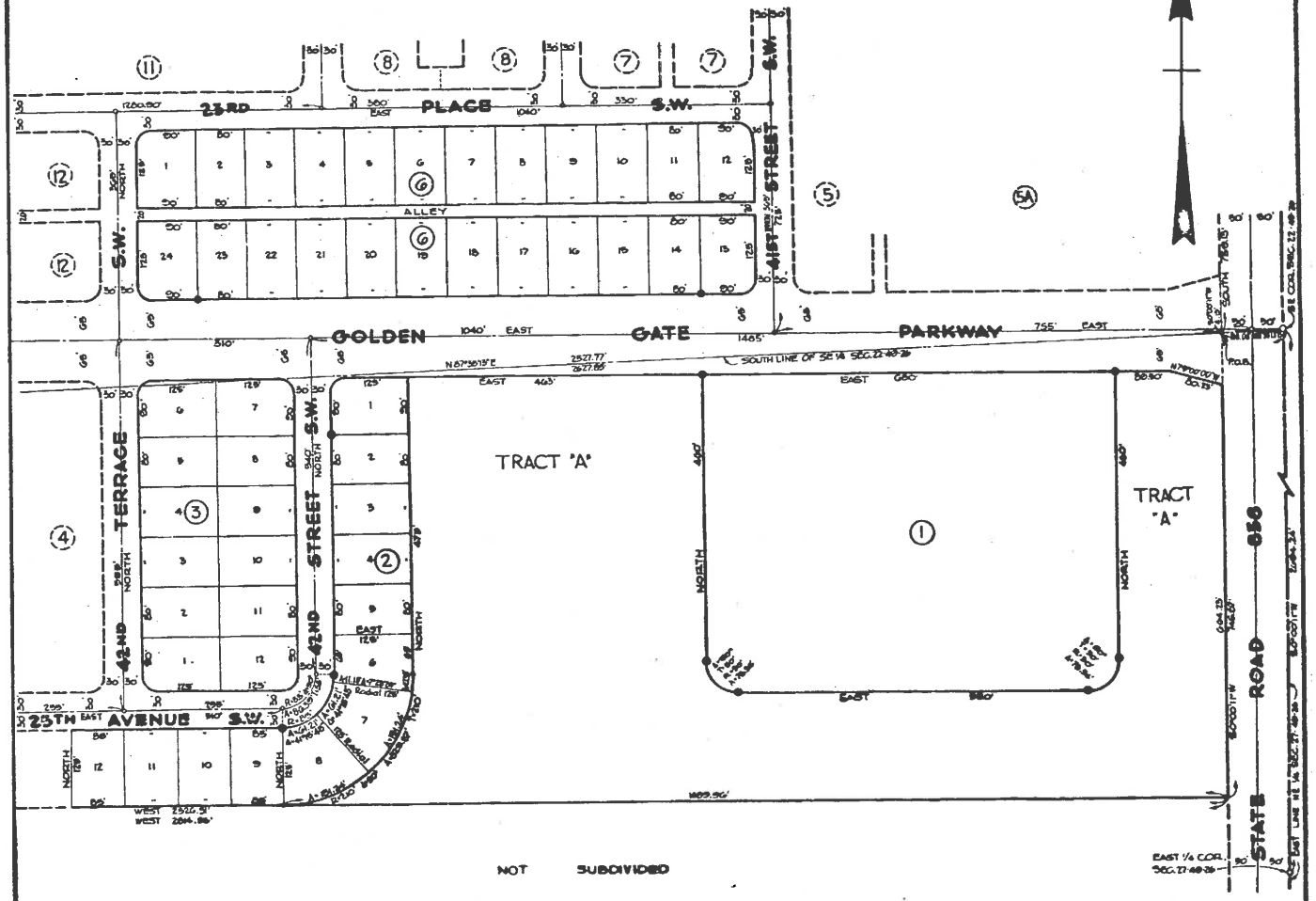
GOLDEN GATE
Unit 1

JOB № 5020

AUGUST 1963

SCALE 1" = 100'

PLAT BOOK 5 PAGE 62



CALCULATIONS PFR
DRAWN TCO & TT
CHECKED L.R.C.
APPROVED

588

SHEET 3 OF 5

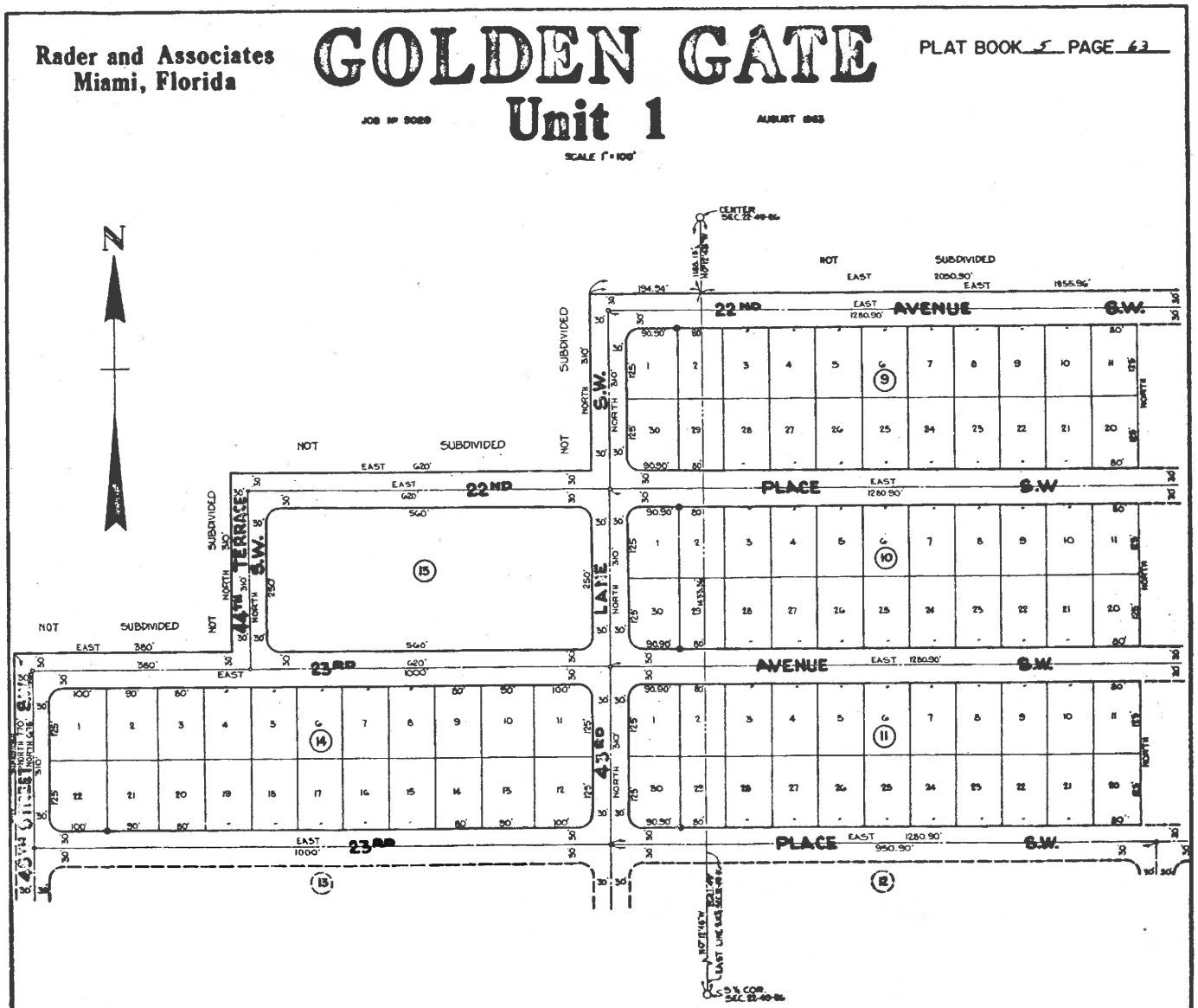
Rader and Associates
Miami, Florida

GOLDEN GATE
Unit 1

JOB № 2029 AUGUST 1963

SCALE 1" = 100'

PLAT BOOK 5 PAGE 63



CALCULATIONS	P.F.R.
DRAWN	T.C.D.
CHECKED	J.R.C.
APPROVED	

589

SHEET 4 OF 5

Rader and Associates
Miami, Florida

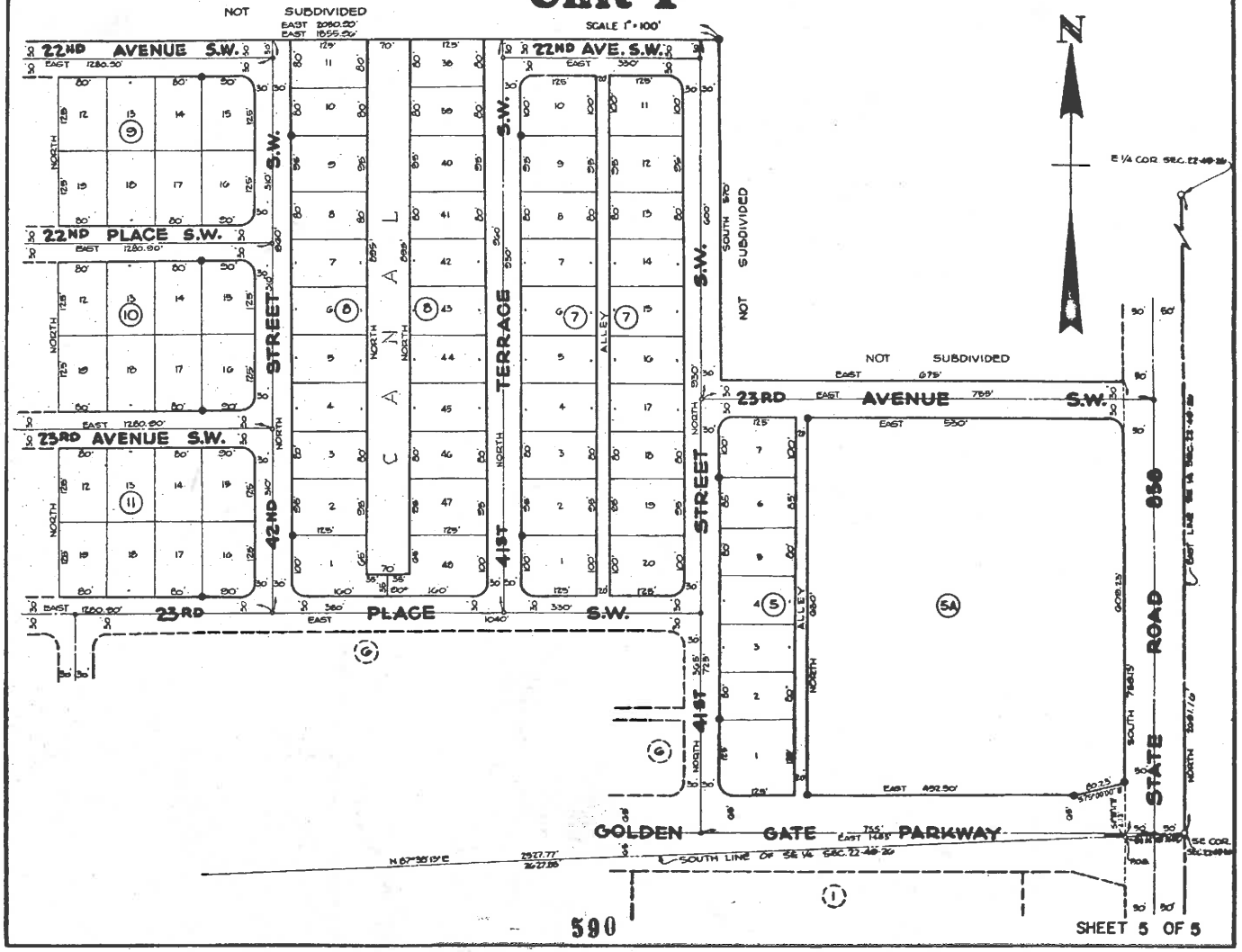
GOLDEN GATE
Unit 1

PLAT BOOK 5 PAGE 64

JOB № 5020

AUGUST 1963

SCALE 1" = 100'



CALCULATIONS PPR
DRAWN TCB & TT
CHECKED I.E.C.
APPROVED

SHEET 5 OF 5