

Prepared By:
Thomas M. Little, Esq.
Foley & Lardner LLP
100 North Tampa Street, Suite 2700
Tampa, Florida 33602

For Recording Purposes Only

**GRANT OF NON-EXCLUSIVE, PERPETUAL
IRRIGATION EASEMENT**

This Grant of a Non-Exclusive, Perpetual Irrigation Easement (hereinafter the "EASEMENT") is made this 7th day of February, 2006, by and between **Toll FL I, LLC**, a Florida limited liability company (the "Grantor") and **Bella Vita at Palmira Golf and Country Club Neighborhood Association, Inc.**, a Florida not-for-profit organization (the "Grantee").

WHEREAS

A. Grantor is the Declarant under that certain Neighborhood Declaration of Covenants, Conditions and Restrictions for Bella Vita at Palmira Golf and Country Club dated January 5th, 2005 and recorded in O.R. Book 4562, Page 287 of the Public Records of Lee County, Florida, as subsequently modified (the "Declaration").

B. Grantor desires to create a master irrigation system in favor of Grantee and for the benefit of the Members (as defined in the Declaration) pursuant to its rights under Section 8.3 of the Declaration.

C. Pursuant to its rights under Section 8.3 of the Declaration, Grantor, as Declarant, may create and/or grant an easement for irrigation purposes, including, but not limited to irrigation wells and pumps, for the benefit of the Members (as defined in the Declaration).

D. Grantor hereby desires to grant unto Grantee, its successors and/or assigns, for the benefit of said Members, a non-exclusive, perpetual easement on, over and through that certain portion of the Lots (as defined in the Declaration) as more particularly described on Exhibit "A" attached hereto and made a part hereof (the "Easement Parcel") for irrigation purposes including, but not limited to, the use, operation and maintenance of an irrigation system on the Easement Parcel.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor do hereby declare as follows:

GRANT OF EASEMENT

1. **Adoption of Recitals.** The foregoing Recitals are hereby acknowledged as being true and correct and the same are hereby adopted as part of this Easement.

2. **Grant of Easement.** Grantor hereby conveys and grants to Grantee, its successors or assigns, for the benefit of the Members, a perpetual, non-exclusive easement, license, and privilege for irrigation purposes, including, but not limited to, operating and maintaining an irrigation system on the Easement Parcel, for the benefit of the Members, to serve the Lots. Grantee, its successors or assigns, shall have the right to enter upon the Easement Parcel for the purpose of utilizing, operating and maintaining the irrigation system, as well as any and all rights needed to reasonably effect this Easement.

3. **Use of Easement Areas.** Grantee shall exercise all of its rights contained in this Easement in a reasonable manner so as to not interfere with Members' use of the Lots.

4. **General.** This Easement shall be binding upon the Members and Grantee, their successors and assigns, and shall constitute a covenant running with the land described herein and shall inure to the benefit and be binding upon the Members and Grantee, and their successors and assigns. The invalidity, in whole or in part, of any covenants, restrictions or any section, subsection, sentence, clause, phrase, word, or other provision of this Easement shall not affect the remaining portions thereof. This Easement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Easement may only be modified by a future writing executed by the Grantor and Grantee, or their successors and assigns. This Easement shall be recorded in the Public Records of Lee County, Florida. Should any disagreement arise under this Easement, the prevailing party in any action to enforce or defend provisions of the Easement described herein shall be entitled to recover all costs and reasonable attorney's fees incurred before trial, at trial, and appeal, and venue for said action shall lie exclusively in Lee County, Florida.

5. **Maintenance.** Grantee shall be solely responsible for maintaining the irrigation system on the Easement Parcel in a state of good condition and repair, unless said repair is necessitated by the actions of any Member, in which case said Member shall be responsible for said cost. Grantee shall perform all maintenance in accordance with all applicable laws, codes and ordinances. Grantee shall ensure that no liens are placed on any portion of the Lots, including the Easement Parcel, by any party performing work on behalf of the Grantee. In the event any party performing work on behalf of Grantee files a lien on the Lots, or any portion thereof, Grantee shall, within thirty (30) days of such filing, have such claim of lien released or bonded. As to Lots which are subject to the Declaration, in lieu of payment or bonding, a contest of claim of lien shall be filed so that such claim of lien shall be completely removed from the

Lot(s) within ninety (90) days of the filing date. Notwithstanding the foregoing, the owner of any Lot not subject to the Declaration shall be responsible for the maintenance obligations for said Lot after December 31, 2007 and until such time as said Lot is encumbered by the Declaration by recording a supplement to the Declaration in the public records.

6. **Indemnification.** Grantee shall defend and indemnify Grantor and Parklands Development Limited Partnership for any and all injury, loss, or damage in any nature whatsoever, whether actual or alleged, to any person or property in respect of this Agreement caused by or resulting from any willful misconduct or negligence of Grantee, its tenants, employees, its agents, and contractors acting within the scope of their employment.

7. **No Rights in Public Generally.** The easements created and established in this Easement do not, are not intended to, and/or shall not be construed to create any easements, rights or privileges in and for the benefit of the general public.

8. **Notices.** All notices, requests, demands and other communications which are required or may be given under this Easement shall be in writing and shall be deemed to have been duly given when received if personally delivered; the day after it is sent, if sent for next day delivery to a domestic address by recognized overnight delivery service (e.g., Federal Express); five days after being sent, if sent by certified or registered mail.

9. **Attorneys' Fees.** In the event of any dispute arising out of this Easement or any instrument given in connection herewith, or in the event it shall become necessary for any party to employ counsel to protect the party under this Easement or any instrument given in connection herewith, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs, whether incurred out of court or in litigation including fees and costs incurred for representation on appeals, expert witness fees and costs for paralegal assistance.

10. **Binding Effect.** This Easement and all the terms, conditions, covenants, representations and warranties hereunder, shall be binding upon, and inure to the benefit of, the parties, their respective personal representatives, heirs, successors and permitted assigns.

11. **Further Assurances.** The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional or further agreements, or other instruments, as may be required to evidence the agreement of the parties herein contained and the transactions contemplated hereunder.

12. **Waivers.** No action taken pursuant to this Easement, including any investigation by or on behalf of any party, shall be deemed to constitute a waiver by the party taking such action of compliance with any representation, warranty, covenant or agreement contained herein, therein or in any document delivered in connection herewith or therewith. The waiver by any party to this Easement of a breach of any provision of this Easement shall not operate or be construed as a waiver of any subsequent breach of such provision or as a waiver of any breach of any other provision of this Easement.

13. **Construction and Venue.** The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida. The parties hereto hereby agree that the venue of any action, proceeding, claim, counterclaim, crossclaim, or other litigation arising out of this Easement shall be in Lee County, Florida.

14. **Headings.** The headings of the various sections in this Easement are inserted for the convenience of the parties and shall not affect the meaning, construction or interpretation of this Easement.

15. **Pronouns.** The masculine pronoun wherever used herein shall mean or include the feminine or neuter pronoun where applicable, and whenever words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form, in all cases where they should apply.

16. **Severability.** If any clause or provision herein contained operates or would operate to invalidate this Easement in whole or in part, then such clause or provision only shall be deemed severed and not a part hereof, as though not contained herein, and the remainder of this Easement shall remain operative and in full force and effect.


17. **Entire Agreement; Amendment.** This Easement and all exhibits and schedules hereto constitute the entire agreement among the parties with respect to the subject matter hereof, and supersedes all prior agreements and understandings, oral and written, among the parties to this Easement with respect to the subject matter hereof. This Easement may not be modified or otherwise amended except by a written instrument that expressly refers to this Easement and is executed by the party to this Easement against whom such amendment is sought to be enforced.

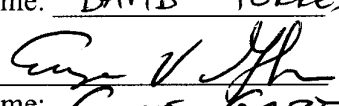
18. **Counterparts.** This Easement may be executed in any number of counterparts, each of which shall be an original but all of which together shall constitute one and the same instrument.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of February, 2006.

[SIGNATURE PAGE TO FOLLOW]


WITNESSES

By: 
 Print Name: DAVID TORRES

By: 
 Print Name: GENE GARDNER

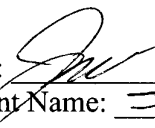
GRANTOR


TOLL FL I, LLC, a Florida limited liability company

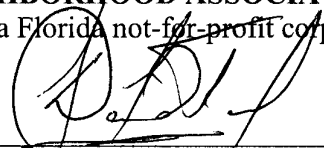
By: 
 Print Name: JIM MANNINGS
 Print Title: AVP

GRANTEE

BELLA VITA AT PALMIRA GOLF AND COUNTRY CLUB NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation

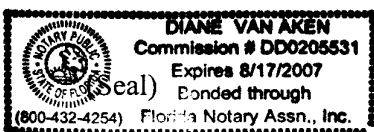
By: 
 Print Name: JIM MANNINGS

By: 
 Print Name: KEN TURNAY

By: 
 Print Name: DAVID TORRES
 Print Title: SECRETARY

STATE OF FLORIDA
COUNTY OF Lee

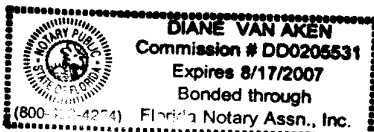
The foregoing instrument was acknowledged before me this 7th day of February, 2006, by Jim Manners as Asst. V.P. of Toll FL I, LLC, a Florida limited liability company, on behalf of the company. He She is personally known to me, or has produced _____ (type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the persons executing this instrument were personally known to me.



Diane Van Aken
Notary Public
My Commission Expires: 8/17/2007

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 7th day of February, 2006 by David Tinas, as Secretary of Bella Vita at Palmira Golf and Country Club Neighborhood Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He She is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person executing this instrument did take an oath.



Diane Van Aken
Signature
Diane Van Aken
(Type or print Name of Acknowledger)

CONSENT AND JOINDER

PARKLANDS DEVELOPMENT LIMITED PARTNERSHIP, a Florida limited partnership, by Ronto Developments Parklands, Inc., a Florida corporation, its general partner, as owner of Lots * through *, hereby joins in and consents to the terms and conditions of this Easement and shall have the right to enforce all rights granted to the Grantee hereunder.

IN WITNESS WHEREOF, this Consent is executed this 22nd day of February, 2006.

WITNESSES:

Patricia Vavrek
Print Name: PATRICIA VAVREK

Kathy Miller
Print Name: KATHY MILLER

PARKLANDS DEVELOPMENT LIMITED PARTNERSHIP, a Florida limited partnership

By: Ronto Developments Parklands, Inc., a Florida corporation, its general partner

James M. Reinders
Print Name: JAMES M. REINDERS
Its: Vice President

STATE OF FLORIDA
COUNTY OF COLLIER



The foregoing instrument was acknowledged before me this 22nd day of February, 2006, by James M. Reinders as Vice President of Ronto Developments Parklands, Inc., a Florida corporation, the general partner of PARKLANDS DEVELOPMENT LIMITED PARTNERSHIP, a Florida limited partnership, on behalf of the entities. She/He is personally known to me or has produced _____ as identification.

Kathy Miller
Notary Public
Print Name: Kathy Miller
Serial #: _____ My Commission DD118906
My Commission Expires May 19, 2006

* Lots 1, 2, 22, 26, 27, 29, 35, 36, 37, 38, 39, 45, 46, 47, 55 and 56, Block 9, PARKLANDS LEE, according to the map or plat thereof as recorded in Plat Book 79, Page 84, of the Public Records of Lee County, Florida.

EXHIBIT "A"

LEGAL DESCRIPTION OF EASEMENT PARCEL

PROPOSED IRRIGATION EASEMENT No.1

DESCRIPTION: A strip of land 5.00 feet in width along the Easterly and Southerly boundary of Lot 41, Block 9; along the Southerly boundary of Lots 24 through 40, inclusive, Block 9; along the Easterly boundary of Lots 16 through 21, inclusive, Block 9; along the Easterly and Southerly boundary of Lot 16, Block 9; along the Southerly and Westerly boundary of Lot 15, Block 9; along the Westerly boundary of Lots 2 through 14, inclusive, Block 9; and along the Westerly and Northerly boundary of Lot 1, Block 9, all PARKLANDS LEE, according to the map or plat thereof as recorded in Plat Book 79, Page 84, Lee County, Florida and being more particularly described as follows:

BEGINNING at the Northeast corner of said Lot 41, Block 9, run thence S.09°14'55"E., 145.14 feet along the Easterly boundary of said Lot 41 to the Southeast corner of said Lot 41, and a point on a curve; thence along the Southerly boundary of Lots 24 through 41, inclusive and the Easterly boundary of Lots 16 through 22, inclusive, of said Block 9, the following ten (10) courses: 1) Westerly, 122.88 feet along the arc of a curve to the right having a radius of 195.00 feet and a central angle of 36°08'22" (chord bearing N.89°06'29"W., 120.86 feet) to a point of reverse curvature; 2) Westerly, 62.20 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 35°38'21" (chord bearing N.88°52'29"W., 61.20 feet) to a point of reverse curvature; 3) Westerly, 357.05 feet along the arc of a curve to the right having a radius of 537.36 feet and a central angle of 38°04'14" (chord bearing N.87°39'33"W., 350.52 feet) to a point of reverse curvature; 4) Westerly, 521.23 feet along the arc of a curve to the right having a radius of 1346.11 feet and a central angle of 22°11'09" (chord bearing N.79°43'00"W., 517.98 feet) to a point of compound curvature; 5) Southwesterly, 53.11 feet along the arc of a curve to the left having a radius of 40.00 feet and a central angle of 76°04'37" (chord bearing S.51°09'07"W., 49.30 feet) to a point of compound curvature; 6) Southerly, 127.50 feet along the arc of a curve to the right having a radius of 882.86 feet and a central angle of 08°16'25" (chord bearing S.08°58'35"W., 127.39 feet) to a point of compound curvature; 7) Southerly, 43.57 feet along the arc of a curve to the right having a radius of 60.00 feet and a central angle of 41°36'17" (chord bearing S.15°57'48"E., 42.82 feet) to a point of compound curvature; 8) Southeastery, 40.94 feet along the arc of a curve to the right having a radius of 250.00 feet and a central angle of 09°22'58" (chord bearing S.41°27'23"E., 40.89 feet) to a point of reverse curvature; 9) Southeastery, 80.48 feet along the arc of a curve to the right having a radius of 100.00 feet and a central angle of 46°08'34" (chord bearing S.23°05'34"E., 78.32 feet) to a point of tangency; 10) S.00°02'17"E., 88.80 feet to the Southeast corner of Lot 16 of said Block 9; thence S.89°57'43"W., 384.17 feet along the South boundary of Lots 15 and 16 of said Block 9 to the Southwest corner of said Lot 15 and a point on a curve; thence along the Westerly boundary of Lots 1 through 15, inclusive, of said Block 9 the following seven (7) courses: 1) Northerly, 52.95 feet along the arc of a curve to the right having a radius of 195.00 feet and a central angle of 15°33'27" (chord bearing N.09°33'46"W., 52.79 feet) to a point of tangency; 2) N.01°47'03"W., 65.85 feet to a point of curvature; 3) Northerly, 329.17 feet along the arc of a curve to the right having a radius of 1181.09 feet and a central angle of 15°58'07" (chord bearing N.08°12'00"E., 328.11 feet) to the end of a non-tangent curve; 4) N.14°06'15"E., 330.01 feet to a point of curvature; 5) Northerly, 84.83 feet along the arc of a curve to the left having a radius of 190.00 feet and a central angle of 25°34'58" (chord bearing N.01°18'47"E., 84.13 feet) to the end of a non-tangent curve; 6) N.14°30'08"W., 20.05 feet to a point on a non-tangent curve; 7) Northerly, 15.51 feet along the arc of a curve to the right having a radius of 40.00 feet and a central angle of 22°12'51" (chord bearing N.06°25'10"W., 15.41 feet) to the Northwest corner of Lot 1 of said Block 9; thence N.87°33'36"E., 141.19 feet along the North boundary of said Lot 1 to a point on a curve on the Westerly right-of-way line of Kiranicola Court (Tract "A"); thence along said Westerly right-of-way line, Southerly, 5.09 feet along the arc of a curve to the right having a radius of 330.00 feet and a central angle of 00°53'03" (chord bearing S.13°19'38"E., 5.09 feet); thence S.87°33'36"W., 137.46 feet along a line 5.00 feet South of and parallel with the North boundary of said Lot 1 to a point on a curve; thence along a line 5.00 feet East of and parallel with the West boundary of Lots 1 through 15, inclusive, of said Block 9 the following seven (7) courses: 1) Southerly, 9.31 feet along the arc of a curve to the left having a radius of 35.00 feet and a central angle of 15°14'07" (chord bearing S.10°07'05"E., 9.28 feet) to a point on a non-tangent curve; 2) S.14°30'08"E., 20.32 feet to a point on a non-tangent curve; 3) Southerly, 87.20 feet along the arc of a curve to the right having a radius of 195.00 feet and a central angle of 25°37'18" (chord bearing S.01°17'37"W., 86.47 feet) to a point of tangency; 4) S.14°06'15"W., 330.02 feet to a point on a non-tangent curve; 5) Southerly, 327.79 feet along the arc of a curve to the left having a radius of 1176.09 feet and a central angle of 15°58'08" (chord bearing S.08°12'00"W., 326.73 feet) to a point of tangency; 6) S.01°47'03"E., 65.85 feet to a point of curvature; 7) Southerly, 47.92 feet along the arc of a curve to the left having a radius of 190.00 feet and a central angle of 14°27'04" (chord bearing S.09°00'35"E., 47.79 feet); thence N.89°57'43"E., 167.76 feet along a line 5.00 feet North of and parallel with the South boundary of Lot 15, of said Block 9 to a point on a curve on the cul-de-sac boundary of Kiranicola Court (Tract "A"); thence along the Southerly boundary of said Kiranicola Court, Easterly, 29.76 feet along the arc of said curve to the left having a radius of 55.00 feet and a central angle of 30°59'51" (chord bearing N.89°57'43"E., 29.39 feet); thence N.89°57'43"E., 178.30 feet along a line 5.00 feet North of and parallel with the South boundary of Lot 16, of said Block 9; thence along a line 5.00 feet West of and parallel with the Easterly boundary of Lots 16 through 22, inclusive, of said Block 9 the following six (6) courses: 1) N.00°02'17"W., 81.80 feet to a point of curvature; 2) Northwesterly, 76.45 feet along the arc of a curve to the left having a radius of 95.00 feet and a central angle of 46°08'34" (chord bearing N.23°05'34"W., 74.41 feet) to a point of reverse curvature; 3) Northwesterly, 41.78 feet along the arc of a curve to the right having a radius of 255.00 feet and a central angle of 09°22'58" (chord bearing N.41°27'23"W., 41.71 feet) to a point of compound curvature; 4) Northerly, 47.20 feet along the arc of a curve to the right having a radius of 65.00 feet and a central angle of 41°36'17" (chord bearing N.15°57'46"W., 46.17 feet) to a point of compound curvature; 5) Northerly, 128.22 feet along the arc of a curve to the right having a radius of 887.98 feet and a central angle of 08°16'25" (chord bearing N.08°58'35"E., 128.11 feet) to a point of compound curvature; 6) Northeastery, 59.75 feet along the arc of a curve to the right having a radius of 45.00 feet and a central angle of 76°04'37" (chord bearing N.51°09'07"E., 55.46 feet) to a point of compound curvature; thence along a line 5.00 feet North of and parallel with the South boundary of Lots 24 through 41, inclusive, of said Block 9 the following four(4) courses: 1) Easterly, 523.17 feet along the arc of a curve to the right having a radius of 1351.11 feet and a central angle of 22°11'09" (chord bearing S.79°43'00"E., 519.91 feet) to a point of reverse curvature; 2) Easterly, 353.73 feet along the arc of a curve to the left having a radius of 532.36 feet and a central angle of 38°04'14" (chord bearing S.87°39'33"E., 347.25 feet) to a point of reverse curvature; 3) Easterly, 65.31 feet along the arc of a curve to the right having a radius of 105.00 feet and a central angle of 35°38'21" (chord bearing S.88°52'29"E., 64.26 feet) to a point of reverse curvature; 4) Easterly, 115.39 feet along the arc of a curve to the left having a radius of 190.00 feet and a central angle of 34°47'44" (chord bearing S.88°27'10"E., 113.82 feet); thence N.09°14'55"W., 138.26 feet along a line 5.00 feet West of and parallel with the Easterly boundary of said Lot 41 to a point on a curve on the Southerly right-of-way line of Maravi Court (Tract "A"); thence along said Southerly right-of-way line, Northeastery, 5.58 feet along the arc of said curve to the left having a radius of 55.00 feet and a central angle of 05°48'47" (chord bearing N.54°26'38"E., 5.58 feet) to the POINT OF BEGINNING.

Containing 0.349 acres, more or less.

NOTE:
See Sheet 2 of 7 for Proposed Irrigation Easement No. 2 Legal Description, Legend, Curve and Line Tables.
See Sheet 3 of 7 for Key Sheet.
See Sheet 5 of 7 for Basis of Bearings.
See Sheets 4 through 7 for Description Sketch.

PROPOSED IRRIGATION EASEMENT

Prepared For: **TOLL BROTHERS BONITA SPRINGS**

DESCRIPTION SKETCH

(Not a Survey)

Paul A. Dolcemascolo

PREPARED BY: **HEIDT & ASSOCIATES, Inc.**
Tampa + Fort Myers

CIVIL ENGINEERING Fort Myers Office
PLANNING 3800 Colonial Blvd. Ste. 200
SURVEYING Fort Myers, Florida 33912
ENVIRONMENTAL PERMITTING Phone: 239-482-7276
LANDSCAPE ARCHITECTURE Fax: 239-482-2103

Certificate of Authorization Number LB 148

| No. | Date | Description | Dwn. |
|---------------------|------|-------------|------|
| REVISIONS | | | |
| SHEET 1 OF 7 SHEETS | | | |

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
Paul A. Dolcemascolo NO. 3881

Drawn: T.L.C. Checked: J.L.S. P.C.: Date: 04/19/08
Date: 04/19/08 Draw: PL-IRR-EASE-08 Order No.: TB2-PM-004

SECTION 4, TOWNSHIP 48 SOUTH, RANGE 26 EAST

PROPOSED IRRIGATION EASEMENT No.2

DESCRIPTION: A strip of land 5.00 feet in width along the Northerly boundary of Lots 43 through 60, inclusive, Block 9 and the Northerly and Easterly boundary of Lot 42, Block 9 of PARKLANDS LEE, according to the map or plat thereof as recorded in Plat Book 79, Page 84, Lee County, Florida and being more particularly described as follows:

BEGINNING at the Northwest corner of said Lot 60, Block 9, run thence along the Northerly boundary of Lots 42 through 60, inclusive, of said Block 9 the following six (6) courses: 1) N.86°43'59"E., 27.15 feet to a point of curvature; 2) Easterly, 667.67 feet along the arc of a curve to the right having a radius of 1651.47 feet and a central angle of 23°09'51" (chord bearing S.81°41'06"E., 853.13 feet) to a point on a non-tangent curve; 3) Easterly, 216.20 feet along the arc of a curve to the left having a radius of 461.33 feet and a central angle of 26°51'03" (chord bearing S.85°49'24"E., 214.22 feet) to a point of tangency; 4) N.80°45'05"E., 21.32 feet to a point of curvature; 5) Northeastery, 49.21 feet along the arc of a curve to the left having a radius of 100.00 feet and a central angle of 28°11'37" (chord bearing N.66°39'16"E., 48.71 feet) to a point of reverse curvature; 6) Easterly, 153.26 feet along the arc of a curve to the right having a radius of 195.00 feet and a central angle of 45°01'49" (chord bearing N.75°04'22"E., 149.34 feet) to the Northeast corner of said Lot 42, Block 9; thence along the Easterly boundary of said Lot 42 the following two (2) courses: 1) S.11°56'45"E., 136.77 feet; thence S.42°15'49"W., 25.38 feet to a point on a curve on the Northerly right-of-way line of Meravi Drive (Tract "A") of said plat of PARKLANDS LEE; thence along said Northerly right-of-way line, Northwestery, 5.01 feet along the arc of said curve to the left having a radius of 55.00 feet and a central angle of 05°12'57" (chord bearing N.50°20'40"W., 5.01 feet); thence along a line 5.00 feet Westerly of and parallel with the Easterly boundary of said Lot 42 the following two (2) courses: 1) N.42°15'49"E., 23.05 feet; 2) N.11°56'45"W., 130.64 feet to a point on a curve; thence along a line lying 5.00 feet Southerly of the Northerly boundary of Lots 42 through 60, inclusive, of said Block 9 the following six (6) courses: 1) Westerly, 145.81 feet along the arc of said curve to the left having a radius of 190.00 feet and a central angle of 43°58'08" (chord bearing S.74°32'31"W., 142.25 feet) to a point of reverse curvature; 2) Southwestery, 51.67 feet along the arc of a curve to the right having a radius of 105.00 feet and a central angle of 28°11'37" (chord bearing S.66°39'16"W., 51.15 feet) to a point of tangency; 3) S.80°45'05"W., 21.32 feet to a point of curvature; 4) Westerly, 218.64 feet along the arc of a curve to the right having a radius of 466.33 feet and a central angle of 26°51'48" (chord bearing N.85°49'02"W., 216.64 feet) to a point on a non-tangent curve; 5) Westerly, 665.75 feet along the arc of a curve to the right having a radius of 1646.47 feet and a central angle of 23°10'03" (chord bearing N.81°40'59"W., 861.22 feet) to a point of tangency; 6) S.86°43'59"W., 28.71 feet to a point on the Westerly boundary of said Lot 60, Block 9, also being the Easterly right-of-way line of Kiranicola Court (Tract "A"); thence along said Westerly boundary N.14°06'15"E., 5.24 feet to the POINT OF BEGINNING.

Containing 0.148 acres, more or less.

CURVE DATA TABLE

| NO. | RADIUS | DELTA | ARC | TANGENT | CHORD | BEARING |
|-----|---------|-----------|--------|---------|--------|---------------|
| 1 | 1651.47 | 23°09'51" | 667.67 | 338.46 | 663.13 | S.81°41'06"E. |
| 2 | 461.33 | 26°51'03" | 216.20 | 110.12 | 214.22 | S.85°49'24"E. |
| 3 | 100.00 | 28°11'37" | 48.21 | 25.11 | 48.71 | N.66°39'16"E. |
| 4 | 195.00 | 45°01'49" | 153.26 | 80.83 | 149.34 | N.75°04'22"E. |
| 5 | 100.00 | 43°58'08" | 145.81 | 76.70 | 142.25 | S.74°32'31"W. |
| 6 | 105.00 | 28°11'37" | 51.67 | 26.37 | 51.15 | S.66°39'16"W. |
| 7 | 466.33 | 26°51'48" | 216.64 | 111.37 | 216.64 | N.85°49'02"W. |
| 8 | 1646.47 | 23°10'03" | 665.75 | 337.49 | 661.22 | N.81°40'59"W. |
| 9 | 195.00 | 36°06'22" | 122.88 | 63.56 | 120.86 | N.89°06'29"W. |
| 10 | 100.00 | 39°38'21" | 62.20 | 32.14 | 61.20 | N.88°52'29"W. |
| 11 | 537.36 | 38°04'14" | 397.05 | 185.40 | 350.52 | N.87°39'33"W. |
| 12 | 1346.11 | 22°11'09" | 521.23 | 263.92 | 517.98 | N.79°43'00"W. |
| 13 | 40.00 | 76°04'37" | 53.71 | 31.29 | 49.30 | S.51°09'07"W. |
| 14 | 882.96 | 08°18'25" | 127.50 | 63.86 | 127.39 | S.09°58'35"E. |
| 15 | 60.00 | 41°36'17" | 43.57 | 22.79 | 42.62 | S.15°57'46"E. |
| 16 | 250.00 | 09°22'56" | 40.94 | 20.51 | 40.89 | S.41°27'23"E. |
| 17 | 100.00 | 46°06'34" | 80.48 | 42.56 | 76.32 | S.23°05'34"E. |
| 18 | 195.00 | 15°33'23" | 32.95 | 26.64 | 52.79 | N.09°33'46"W. |
| 19 | 1181.09 | 15°58'07" | 329.17 | 165.66 | 328.11 | N.06°12'00"E. |
| 20 | 190.00 | 25°34'56" | 84.83 | 43.14 | 84.13 | N.01°16'47"E. |
| 21 | 40.00 | 22°12'51" | 15.51 | 7.65 | 15.41 | N.06°25'10"W. |
| 22 | 35.00 | 15°14'07" | 9.31 | 4.68 | 9.28 | S.10°07'09"E. |
| 23 | 195.00 | 23°37'16" | 87.20 | 44.34 | 86.47 | S.01°17'37"W. |
| 24 | 1176.09 | 15°58'08" | 327.79 | 164.96 | 326.73 | S.06°12'00"W. |
| 25 | 190.00 | 142°7'04" | 47.92 | 24.09 | 47.79 | S.09°00'35"E. |
| 26 | 55.00 | 30°59'51" | 29.78 | 15.25 | 29.39 | N.89°37'43"E. |
| 27 | 95.00 | 46°06'34" | 76.43 | 40.43 | 74.41 | N.23°03'34"W. |
| 28 | 295.00 | 09°22'56" | 41.76 | 20.93 | 41.71 | N.41°27'23"W. |
| 29 | 65.00 | 41°36'17" | 47.20 | 24.69 | 46.17 | N.15°57'46"W. |
| 30 | 887.96 | 08°18'25" | 128.22 | 64.22 | 128.11 | N.09°58'35"E. |
| 31 | 45.00 | 76°04'37" | 59.75 | 35.21 | 55.46 | N.51°09'07"E. |
| 32 | 1357.11 | 22°11'09" | 523.17 | 264.90 | 519.91 | S.79°43'00"E. |
| 33 | 532.36 | 38°04'14" | 353.73 | 183.67 | 347.25 | S.87°39'33"E. |
| 34 | 105.00 | 39°38'21" | 63.31 | 33.75 | 64.26 | S.88°52'29"E. |
| 35 | 190.00 | 34°47'44" | 115.39 | 59.53 | 113.62 | S.86°27'10"E. |
| 36 | 55.00 | 05°12'57" | 5.01 | 2.31 | 3.01 | N.50°20'40"W. |
| 37 | 55.00 | 05°49'47" | 5.58 | 2.79 | 3.58 | N.54°26'38"E. |
| 38 | 330.00 | 00°53'03" | 5.09 | 2.55 | 3.09 | S.13°19'38"E. |

LINE DATA TABLE

| NO. | BEARING | DISTANCE |
|-----|---------------|----------|
| L1 | S.86°43'59"W. | 27.15 |
| L2 | S.80°45'05"W. | 21.32 |
| L3 | N.11°56'45"W. | 136.77 |
| L4 | N.42°15'49"W. | 25.38 |
| L6 | S.42°15'49"W. | 25.38 |
| L7 | S.11°56'45"E. | 136.77 |
| L8 | N.80°45'05"E. | 21.32 |
| L9 | N.86°43'59"E. | 28.71 |
| L10 | S.14°06'15"W. | 5.24 |
| L11 | N.09°14'55"W. | 149.34 |
| L12 | N.00°02'17"W. | 86.80 |
| L13 | N.89°57'43"E. | 384.17 |
| L14 | S.01°47'03"E. | 65.85 |
| L15 | S.14°06'15"W. | 330.01 |
| L16 | S.14°50'08"E. | 20.05 |
| L17 | S.87°33'36"W. | 141.19 |
| L18 | N.87°33'36"E. | 137.46 |
| L20 | N.14°30'08"W. | 20.32 |
| L21 | N.14°06'15"E. | 330.02 |
| L22 | N.01°47'03"E. | 65.85 |
| L23 | S.89°57'43"W. | 167.76 |
| L24 | S.89°57'43"W. | 178.30 |
| L25 | S.00°02'17"E. | 81.80 |
| L26 | S.09°14'55"E. | 136.26 |

LEGEND

- P.U.E.----- Public Utility Easement
- A.E.----- Access Easement
- D.E.----- Drainage Easement
- U.E.----- Utility Easement
- L.M.E.----- Lake Maintenance Easement
- L.D.M.A.E.----- Lake Drainage Maintenance Easement

NOTE:
See Sheet 1 of 7 for Proposed Irrigation Easement No. 1 Legal Description.
See Sheet 3 of 7 for Key Sheet.
See Sheet 5 of 7 for Basis of Bearings.
See Sheets 4 through 7 for Description Sketch.

PROPOSED IRRIGATION EASEMENT

Prepared For: TOLL BROTHERS BONITA SPRINGS

DESCRIPTION SKETCH

(Not a Survey)

Paul A. Dolcemascolo
FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
Paul A. Dolcemascolo NO. 3881

PREPARED BY: HEIDT & ASSOCIATES, Inc.
Tampa + Fort Myers



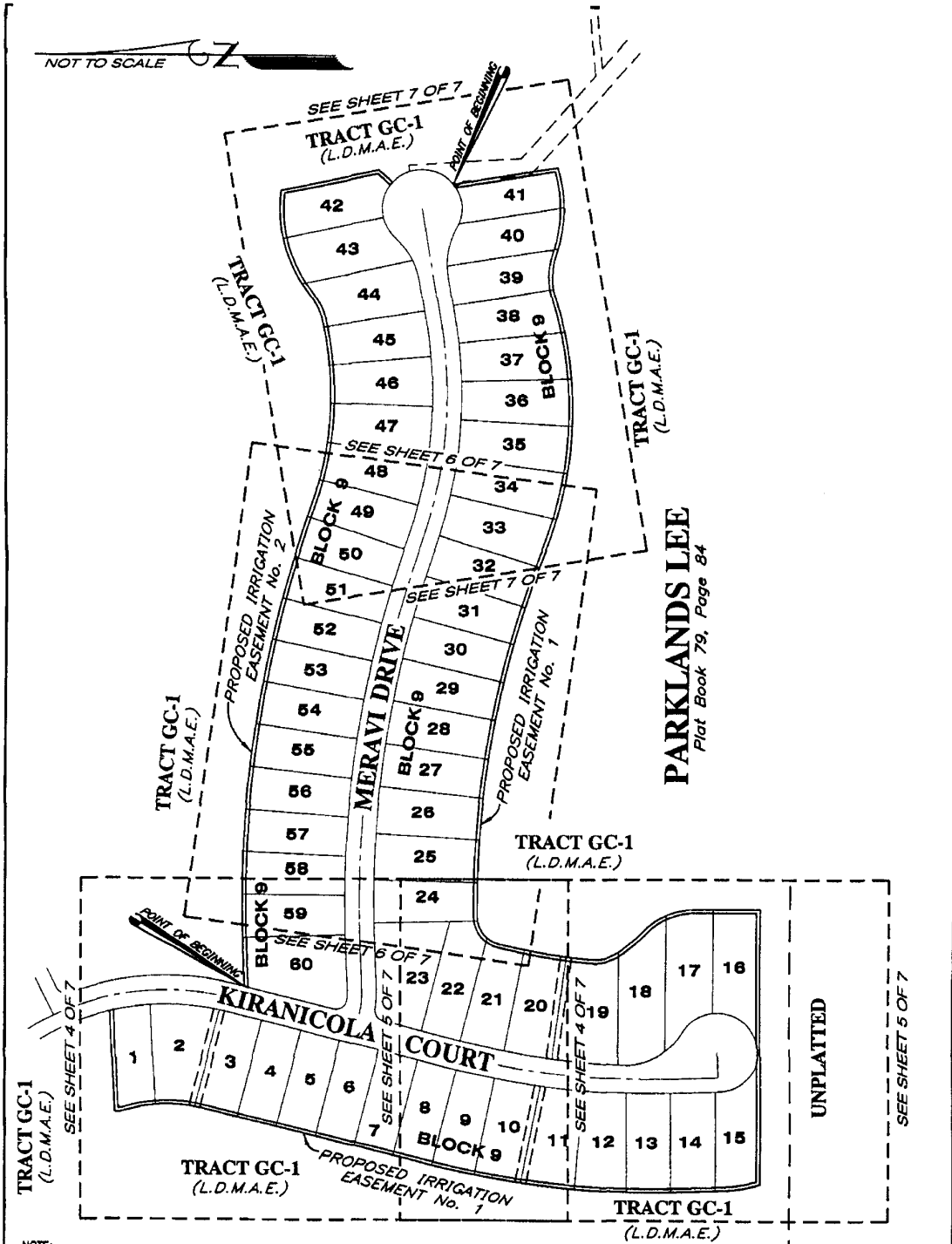
CIVIL ENGINEERING Fort Myers Office
PLANNING 3800 Colonial Blvd., Ste. 200
SURVEYING Fort Myers, Florida 33912
ENVIRONMENTAL PERMITTING Phone: 239-482-7276
LANDSCAPE ARCHITECTURE Fax: 239-482-2103

Certificate of Authorization Number LB 148

Drawn: T.L.C. Checked: J.L.S. P.C.: --- Date Filed: ---
Date: 04/18/05 Desc: PL-IRR-EASE-DS Order No.: TB2-PM-004

SECTION 4, TOWNSHIP 48 SOUTH, RANGE 26 EAST

| No. | Date | Description | Dwn. |
|---------------------|------|-------------|------|
| REVISIONS | | | |
| SHEET 2 OF 7 SHEETS | | | |



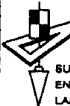
NOTE:
 See Sheet 1 of 7 for Proposed Irrigation Easement No. 1 Legal Description.
 See Sheet 2 of 7 for Proposed Irrigation Easement No. 2 Legal Description, Legend, Curve and Line Tables.
 See Sheet 5 of 7 for Basis of Bearings.
 See Sheets 4 through 7 for Description Sketch.

PROPOSED IRRIGATION EASEMENT

Prepared For: **TOLL BROTHERS BONITA SPRINGS**

DESCRIPTION SKETCH
 (Not a Survey)
Paul A. Dolcemascolo
 FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
 Paul A. Dolcemascolo NO. 3881

PREPARED BY: **HEIDT & ASSOCIATES, Inc.**
 Tampa • Fort Myers

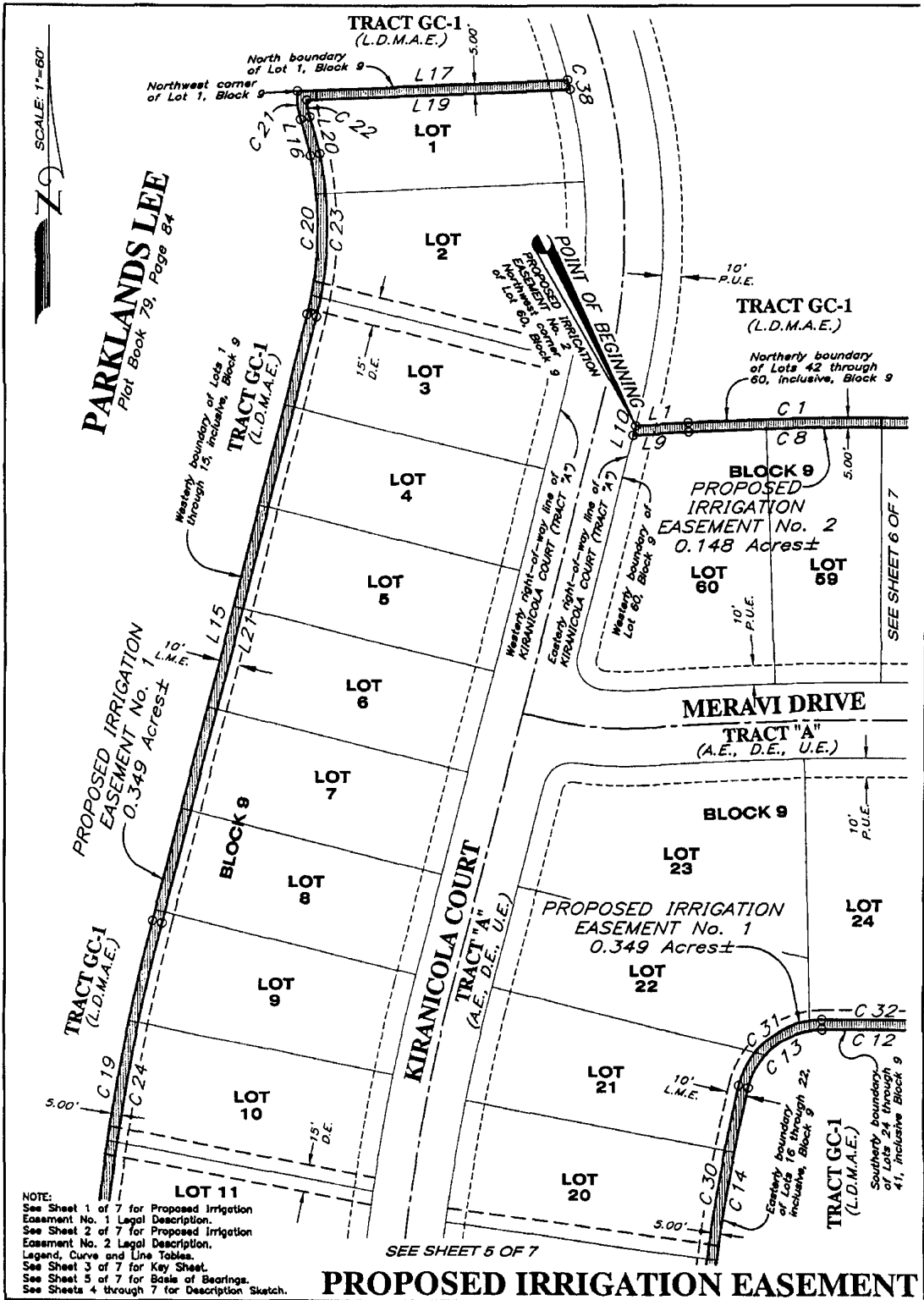
 CIVIL ENGINEERING Fort Myers Office
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 LANDSCAPE ARCHITECTURE Fax: 239-482-2103

Certificate of Authorization Number LB 148

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 Date: 04/19/08 | Dwg: PL-IRR-EASE-DS | Order No.: TB2-PM-004

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|---------------------|------|-------------|------|
| REVISIONS | | | |
| SHEET 3 OF 7 SHEETS | | | |

SECTION 4, TOWNSHIP 48 SOUTH, RANGE 26 EAST



PROPOSED IRRIGATION EASEMENT

Prepared For: **TOLL BROTHERS BONITA SPRINGS**

DESCRIPTION SKETCH
(Not a Survey)

Paul R. Dolcemascolo

FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
Paul A. Dolcemascolo NO. 3551

PREPARED BY: **HEIDT & ASSOCIATES, Inc.**
Tampa • Fort Myers

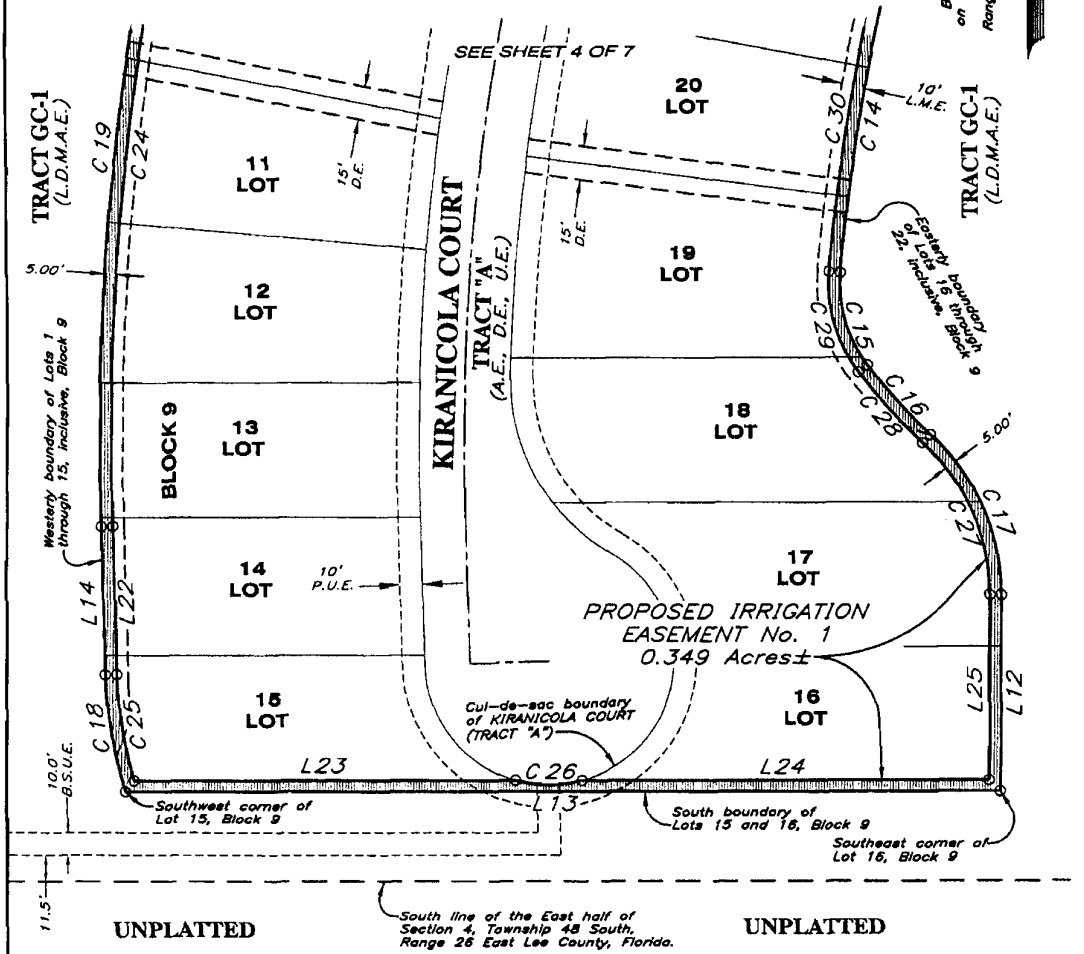
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SURVEYING Fort Myers, Florida 33912
ENVIRONMENTAL PERMITTING Phone: 239-482-7275
LANDSCAPE ARCHITECTURE Fax: 239-482-2103

Certificate of Authorization Number LB 148

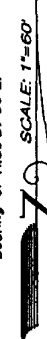
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Date: 04/19/08 Dwg: PL-IRR-EASE-DS Order No.: TB2-PH-004

| No. | Date | Description | Dwn. |
|---------------------|------|-------------|------|
| REVISIONS | | | |
| SHEET 4 OF 7 SHEETS | | | |

PARKLANDS LEE
Plat Book 79, Page 84



BASIS OF BEARINGS:
Bearings were based on the South line of the East half of Section 4, Township 48 South, Range 26 East, said line has a plotted bearing of N.89°57'35"E.



NOTE:
See Sheet 1 of 7 for Proposed Irrigation Easement No. 1 Legal Description.
See Sheet 2 of 7 for Proposed Irrigation Easement No. 2 Legal Description.
Legend, Curve and Line Tables.
See Sheet 3 of 7 for Key Sheet.
See Sheet 5 of 7 for Basis of Bearings.
See Sheets 4 through 7 for Description Sketch.

PROPOSED IRRIGATION EASEMENT

Prepared For: **TOLL BROTHERS BONITA SPRINGS**

DESCRIPTION SKETCH
(Not a Survey)
Paul A. Dolcemascio

PREPARED BY: **HEIDT & ASSOCIATES, Inc.**
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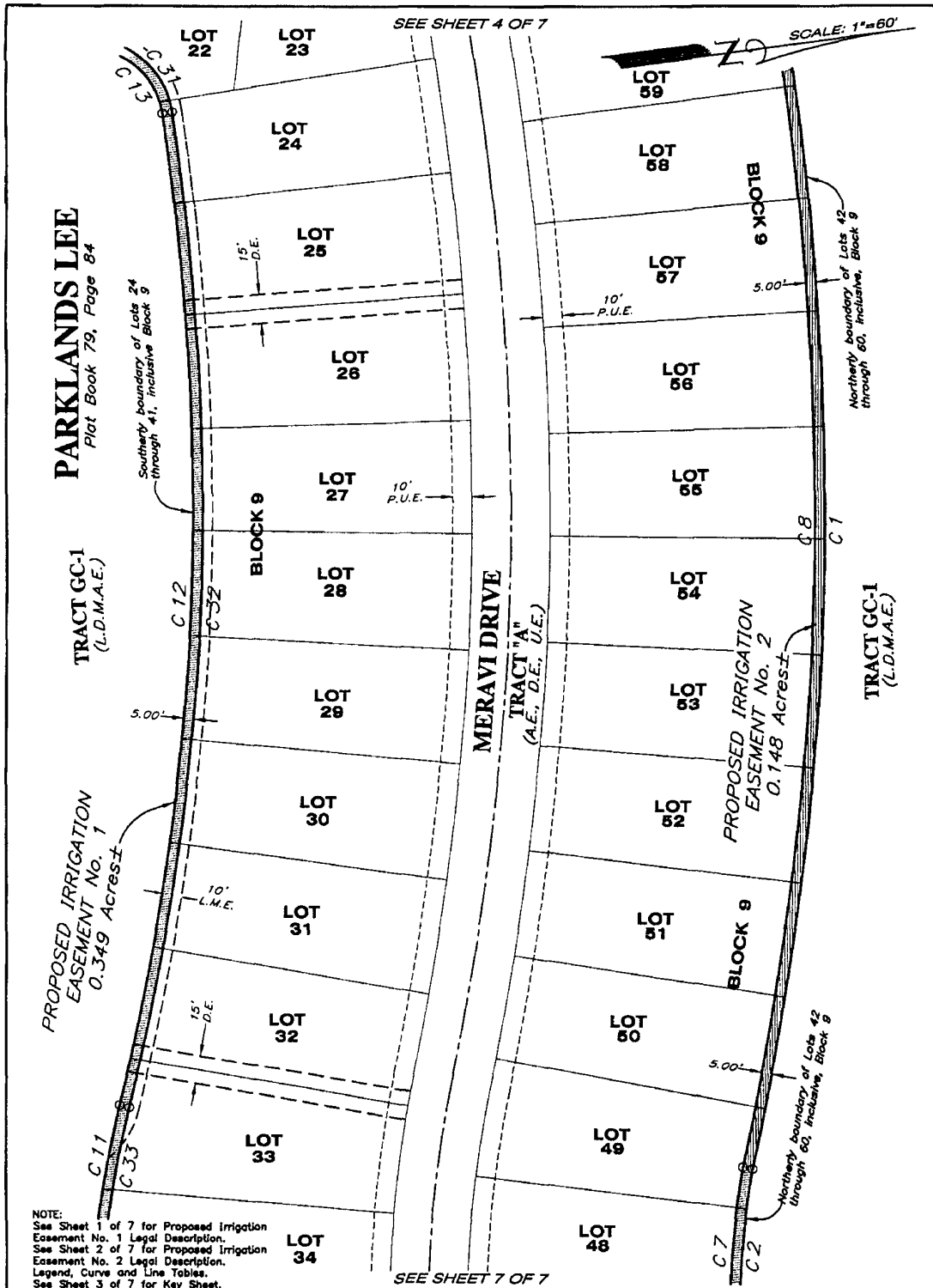
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Phone: 239-482-7278
Fax: 239-482-2103

Certificate of Authorization Number LB 148

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|---------------------|------|-------------|------|
| REVISIONS | | | |
| SHEET 5 OF 7 SHEETS | | | |


FLORIDA PROFESSIONAL SURVEYOR AND MAPPER
Paul A. Dolcemascio NO. 3881

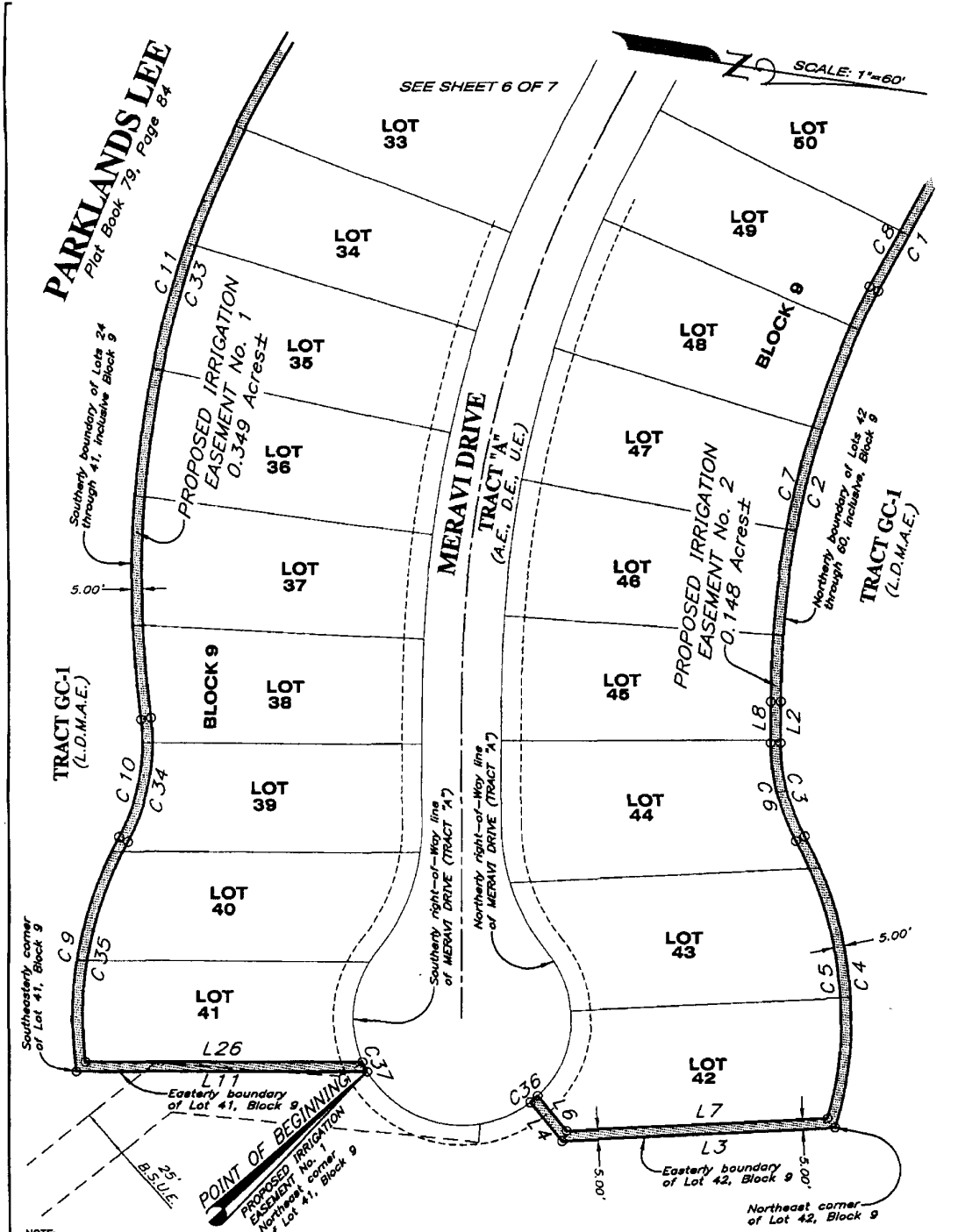
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|---|---------------------|-----------------------|-------------------|
| Drawn: T.L.C. | Checked: J.L.S. | P.C.: | Date Plotted: --- |
| Date: 04/18/06 | Dwg: PL-IRR-EASE-06 | Order No.: 782-PM-004 | |
| SECTION 4, TOWNSHIP 48 SOUTH, RANGE 26 EAST | | | |



NOTE:
 See Sheet 1 of 7 for Proposed Irrigation Easement No. 1 Legal Description.
 See Sheet 2 of 7 for Proposed Irrigation Easement No. 2 Legal Description.
 Legend, Curve and Line Tables.
 See Sheet 3 of 7 for Key Sheet.
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PROPOSED IRRIGATION EASEMENT

| | | | | | |
|---------------------|------|-------------|------|---|--|
| | | | | Prepared For: TOLL BROTHERS BONITA SPRINGS | |
| | | | | DESCRIPTION SKETCH (Not a Survey) | |
| | | | | PREPARED BY: HEIDT & ASSOCIATES, Inc. Tampa • Fort Myers  CIVIL ENGINEERING PLANNING SURVEYING ENVIRONMENTAL PERMITTING LANDSCAPE ARCHITECTURE Fort Myers Office 3800 Colonial Blvd. Ste. 200 Fort Myers, Florida 33912 Phone: 239-482-7276 Fax: 239-482-2103 | |
| | | | | Certificate of Authorization Number LB 148 | |
| No. | Date | Description | Dwn. | Drawn: T.L.C. | Checked: J.L.E. P.C.: --- Date File: --- |
| REVISIONS | | | | FLORIDA PROFESSIONAL SURVEYOR AND MAPPER Paul A. Dolcemascolo NO. 3881 | |
| SHEET 6 OF 7 SHEETS | | | | Date: 04/19/06 Dep: PL-IRR-EASE-06 Order No.: TB2-PW-004 SECTION 4, TOWNSHIP 48 SOUTH, RANGE 26 EAST | |



NOTE:
 See Sheet 1 of 7 for Proposed Irrigation Easement No. 1 Legal Description.
 See Sheet 2 of 7 for Proposed Irrigation Easement No. 2 Legal Description.
 Legend, Curve and Line Tables.
 See Sheet 3 of 7 for Key Sheet.
 See Sheet 5 of 7 for Basis of Bearings.
 See Sheets 4 through 7 for Description Sketch.

TRACT GC-1 (L.D.M.A.E.)

PROPOSED IRRIGATION EASEMENT

| | | | |
|--|------|--|------|
| Prepared For: TOLL BROTHERS BONITA SPRINGS | | | |
| <p align="center">DESCRIPTION SKETCH (Not a Survey)</p> <p align="center"><i>Paul A. Dolcemascolo</i></p> <p>FLORIDA PROFESSIONAL SURVEYOR AND MAPPER Paul A. Dolcemascolo NO. 3881</p> | | PREPARED BY: HEIDT & ASSOCIATES, Inc. Tampa • Fort Myers CIVIL ENGINEERING PLANNING SURVEYING ENVIRONMENTAL PERMITTING LANDSCAPE ARCHITECTURE Fort Myers Office 3800 Colonial Blvd. Ste. 200 Fort Myers, Florida 33912 Phone: 239-482-7276 Fax: 239-482-2103 | |
| | | Certificate of Authorization Number LB 148 Drawn: T.L.C. Checked: J.L.E. P.C.: --- Date File: --- Date: 04/18/08 Dwg: PL-IRR-EASE-DS Order No.: TB2-PM-004 | |
| No. | Date | Description | Dwn. |
| REVISIONS | | | |
| SHEET 7 OF 7 SHEETS | | | |

SECTION 4, TOWNSHIP 48 SOUTH, RANGE 26 EAST