

**Lee County Board of County Commissioners
Agenda Item Summary**

Blue Sheet No. 2004 0176

1. REQUESTED MOTION:

ACTION REQUESTED: Accept a Petition to vacate and convey a series of platted roads and road rights-of-way to the homeowners' association, all located within the residential subdivision known as Kelly Greens, and adopt a resolution setting a public hearing for 5:00 PM on the 13th day of April, 2004. (Case No. VAC2003-00041)

WHY ACTION IS NECESSARY: To vacate and convey the roads to the homeowners' association to allow the subdivision to be gated and maintained by the homeowners' association. **The vacation and conveyance of the roads will not alter traffic conditions, and the roads are not necessary to accommodate any future traffic requirement.**

WHAT ACTION ACCOMPLISHES: Sets the time and date of the public hearing.

2. DEPARTMENTAL CATEGORY: 04
COMMISSION DISTRICT # 1

C4C

3. MEETING DATE:

03-09-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- Time Required: 10Min.

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE F.S. Ch. 336
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Community Development
- C. DIVISION Development Services
- BY: [Signature] **2-16-04**
Peter J. Eckenrode, Director

7. BACKGROUND: Kelly Greens Homeowners Association, Inc., a Florida not for profit corporation under F.S. Chapter 617, has submitted a Petition to vacate the public's interest in the roads, rights-of-ways and drainage facilities of thirteen road segments and four related tracts of unnamed road right-of-way, all located in the residential subdivision known as Kelly Greens. The vacation request is submitted pursuant to §316.00825, F.S., (adopted in 2002) in conjunction with the existing vacation procedure found in F.S. Chapter 336 (and Lee County Administrative Code Section 13-8).

The vacation, if granted, will result in the simultaneous conveyance of the roads to the homeowners association (HOA) and a shifting of the maintenance responsibility from the County to the HOA. The HOA seeks to gate the community, but can only do so if the County grants the requested vacation.

(Continued on next page.)

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<u>[Signature]</u> N/A	N/A	N/A	N/A	<u>[Signature]</u> 2-23-04	OA <u>[Signature]</u> 2/24/04	OM <u>[Signature]</u> 2/24/04	RISK <u>[Signature]</u> 2/24/04	GC <u>[Signature]</u> 2/24/04	<u>[Signature]</u>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
 COUNTY ATTY.
 2/17/04
 2:04
 COUNTY ATTY.
 2/24/04 9:11

RECEIVED BY
 COUNTY ADMIN: [Signature]
 2/24/04
 9:50 am
 COUNTY ADMIN
 FORWARDED TO: [Signature]
 2/26/04
 9:00 am

Subject: Vacation of Roads in Kelly Greens Subdivision

The following is the list of plats that comprise the residential subdivision known as Kelly Greens (located in Sections 1 and 6, Township 46 South, Ranges 23 East, Lee County, Florida):

- Kelly Greens Unit One-A, recorded in Plat Book 38, Pages 61-64;
- Kelly Greens Unit Two, recorded in Plat Book 40, Pages 24-30;
- Kelly Greens Unit Three, recorded in Plat Book 42, Pages 71-72;
- Kelly Greens Unit Four, recorded in Plat Book 42, Pages 73-74; and
- Kelly Greens Unit Five, recorded in Plat Book 43, Pages 90-93; all in the Public Records of Lee County, Florida:

The following is the list of the road segments and road rights-of-way within the plats of Kelly Greens requested to be vacated and turned over to the Kelly Greens Homeowners Association, Inc.:

- | | | |
|--------------------------------------|--|--|
| 1) Kelly Palm Drive (Unit One-A) | 2) Kelly Greens Boulevard (Unit One-A) | 3) Kelly Sands Way (Unit One-A) |
| 4) Kelly Greens Boulevard (Unit Two) | 5) Kelly Bay Court (Unit Two) | 6) Kelly Sands Way (Unit Two) |
| 7) Kelly Cove Drive (Unit Three) | 8) Kelly Woods Drive (Unit Two) | 9) Cul-de-sac on Kelly Sands Way at Tract 14 (a/k/a Kelly Pine Court) - (Unit Two) |
| 10) Kelly Woods Drive (Unit Three) | 11) Kelly Woods Drive (Unit Four) | 12) Kelly Cove Drive (Unit Four - unnamed but depicted) |
| 13) Kelly Cove Drive (Unit Five) | 14) All of Tracts 29, 33, 34, and 35 (inclusive) (Unit Five) | |

The petitioner has fulfilled all of the statutory requirements of §316.00825, F.S., created and adopted by the Legislature in 2002, as follows:

1. The petitioning homeowners' association has requested the abandonment and conveyance for the purpose of converting the subdivision to a gated neighborhood with restricted public access; and
2. No fewer than four-fifths of the owners of record of property located in the subdivision have consented in writing to the abandonment and simultaneous conveyance to the petitioning homeowners' association; and
3. The petitioning homeowners' association is a "homeowners' association" as defined under Section 720.301(7), F.S., with the power to levy and collect assessments for routine and periodic major maintenance and operation of street lighting, drainage, sidewalks and pavement in the subdivision; and
4. The petitioning homeowners' association has adequate funds, reserve funds and funding sources for the ongoing operation, maintenance and repair and the periodic reconstruction or replacement of the roads, drainage, street lighting and sidewalks in the subdivision after the abandonment by the County. (See attached documentation from the HOA's account's McGladrey & Pullen, LLP.)

Additionally, the petitioning HOA must represent that it will:

1. Install, operate, maintain, repair and replace all signs, signals, markings, striping, guardrails and other traffic control devices necessary or useful for the roads conveyed herein; and

Blue Sheet #: 20040176

Page No.: 3

Subject: Vacation of Roads in Kelly Greens Subdivision

2. Hold the roads and rights-of-way in trust for the benefit of the owners of the property in the subdivision, and will operate, maintain, repair and, from time to time, replace and reconstruct the roads, street lighting, sidewalks and drainage facilities as necessary to ensure their use and enjoyment by the property owners, tenants and residents of the subdivision and their guests and invitees.

A series of replacement easements have been prepared and executed in favor of the servicing utility companies, such as FP&L, TECO-Peoples Gas, SPRINT and Comcast Cablevision to guarantee continued access to the provider's respective facilities. Easements have also been prepared and executed in favor of Lee County to guarantee continued access to the County's utility facilities (including the County's IDD canals) located within the bounds of the platted subdivision. These easements are being held in trust by the County pending the outcome of the public hearing on the request to vacate and privatize the roads. (Copies of replacement easements are included in the attached documentation.)

Finally, as a precondition to the County's approval of the requested vacation, the HOA has agreed to repay \$80,293.50 in Road Impact Fee Credits previously issued by the County for additional road right-of-way width anticipated to be utilized if certain segments of the road system within the subdivision were to be widened for additional future capacity. The funds have forwarded to the Office of the County Attorney and are being held in trust pending the outcome of the public hearing on the request to vacate and privatize the roads. (Copy of check included in attached documentation.)

Documentation pertaining to this Petition to Vacate is available for viewing at the Office of Lee Cares.

There are no objections to this Petition to Vacate. Staff recommends the scheduling of the Public Hearing.

Also attached to this Blue Sheet is the Petition to Vacate, Resolution to Set Public Hearing, Notice of Public Hearing and exhibits.

PETITION TO VACATE

Case Number: VAC2003-00041

Petitioner(s), Kelly Greens Master Association, Inc., a Florida not for profit corporation organized and in good standing under Florida Statutes (F.S.) Chapter 617, requests the Board of County Commissioners of Lee County, Florida, to grant this Petition to Vacate and states as follows:

1. Petitioner(s) mailing address, 12300 Kelly Greens Blvd., Ft. Myers, FL 33908.
2. In accordance with F.S. Chapter 336 and Lee County Administrative Code (LCAC) 13-8, Petitioner desires the abandonment and simultaneous conveyance of the public's interest in the roads, rights-of-way and appurtenant drainage facilities legally described in the attached Exhibit "A" to the above-named homeowners' association
3. The Petitioner represents its petitioned request is consistent with the provisions of Section 316.00825, F.S., as set forth therein, including the following:
 - a. The petitioning homeowners' association has requested the abandonment and conveyance for the purpose of converting the subdivision to a gated neighborhood with restricted public access; and
 - b. No fewer than four-fifths of the owners of record of property located in the subdivision have consented in writing to the abandonment and simultaneous conveyance to the petitioning homeowners' association; and
 - c. The petitioning homeowners' association is a "homeowners' association" as defined under Section 720.301(7), F.S., with the power to levy and collect assessments for routine and periodic major maintenance and operation of street lighting, drainage, sidewalks and pavement in the subdivision; and
 - d. The petitioning homeowners' association has adequate funds, reserve funds and funding sources for the ongoing operation, maintenance and repair and the periodic reconstruction or replacement of the roads, drainage, street lighting and sidewalks in the subdivision after the abandonment by the County.
4. The Petitioner also represents, consistent with the additional provisions of Section 316.00825, F.S., that it will:
 - a. Install, operate, maintain, repair and replace all signs, signals, markings, striping, guardrails and other traffic control devices necessary or useful for the roads conveyed herein; and

- b. Hold the roads and rights-of-way in trust for the benefit of the owners of the property in the subdivision, and will operate, maintain, repair and, from time to time, replace and reconstruct the roads, street lighting, sidewalks and drainage facilities as necessary to ensure their use and enjoyment by the property owners, tenants and residents of the subdivision and their guests and invitees.
- 5. A sketch showing the roads, rights-of-way and drainage facilities the Petitioner desires to vacate is attached as Exhibit "B".
- 6. Notice concerning the intent of this Petition will be provided in accordance with LCAC 13-8.
- 7. In accordance with letters of review and recommendation provided by the various governmental and utility entities, there is no apparent impediment to granting Petitioner's request.

Wherefore, Petitioner respectfully requests that the Board of County Commissioners adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted



LEE COUNTY
SOUTH WEST FLORIDA

Kelly Greens Master Association, Inc.

Printed Name of Homeowners' Association

By: [Handwritten Signature]
Petitioner Signature

[Handwritten Name]
Printed Name

[Handwritten Title]
Title of Corporate Officer

LEGAL DESCRIPTION

All of the road rights-of-way designated or depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64
KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30
KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive
- Cul-de-sac on Kelly Sands Way at Tract 14 (a/k/a Kelly Pine Court)

Plat Book 42, Page 71-72
KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74
KELLY GREENS UNIT FOUR -

- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

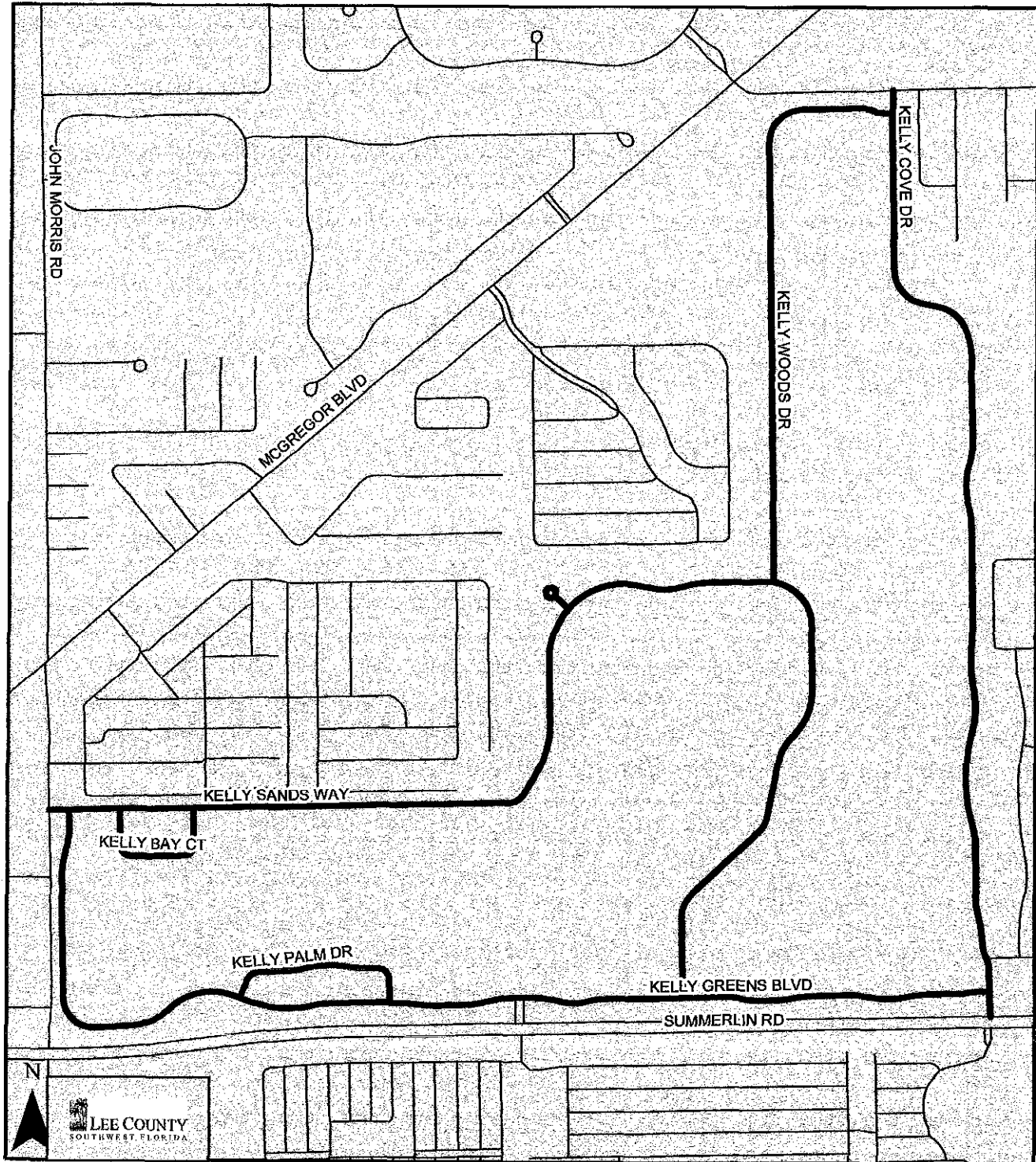
Plat Book 43, Pages 90-93
KELLY GREENS UNIT FIVE -

- Kelly Cove Drive
- All of Tracts 29, 33, 34 and 35 (inclusive)

The herein described road rights-of-way do not include or intend to vacate any of Lee County's rights in the IDD canals depicted on the referenced plats. The herein described road rights-of-way remain subordinate and inferior to those rights held by Lee County in the IDD canals where the two may overlap.



Kelly Greens Petition to Vacate Exhibit 'B' VAC2003-00041





LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 479-8440

Bob Janes
District One

Douglas R. St. Cemy
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

January 10, 2004

Christian T. Van Hise, Esq
Abel, Band, Russell, Collier, Pitchford & Gordon, Chartered
P.O. Box 49948,
Sarasota, FL 34230-6498

Re: VAC2003-00041 - Petition to Vacate the public's interest in the roads, rights-of-ways and drainage facilities of thirteen road segments and four related tracts of unnamed road right-of-way, all located in the residential subdivision known as Kelly Greens

Dear Mr. Van Hise:

You have indicated that in order to allow the subdivision to be gated and maintained by the homeowners' association, your client, Kelly Greens Homeowners Association, Inc., a Florida not for profit corporation under F.S. Chapter 617, has submitted a Petition to vacate the public's interest in the roads, rights-of-ways and drainage facilities of thirteen road segments and four related tracts of unnamed road right-of-way, all located in the residential subdivision known as Kelly Greens. The vacation request is submitted pursuant to §316.00825, F.S., (adopted in 2002) in conjunction with the existing vacation procedure found in F.S. Chapter 336 (and Lee County Administrative Code Section 13-8).

The vacation, if granted, will result in the simultaneous conveyance of the roads to the homeowners association (HOA) and a shifting of the maintenance responsibility from the County to the HOA. The HOA seeks to gate the community, but can only do so if the County grants the requested vacation.

A summary of the requirements of §316.00825, F.S., created and adopted by the Legislature in 2002, is as follows:

1. The petitioning homeowners' association has requested the abandonment and conveyance for the purpose of converting the subdivision to a gated neighborhood with restricted public access; and
2. No fewer than four-fifths of the owners of record of property located in the subdivision have consented in writing to the abandonment and simultaneous conveyance to the petitioning homeowners' association; and
3. The petitioning homeowners' association is a "homeowners' association" as defined under Section 720.301(7), F.S., with the power to levy and collect assessments for routine and periodic major maintenance and operation of street lighting, drainage, sidewalks and pavement in the subdivision; and
4. The petitioning homeowners' association has adequate funds, reserve funds and funding sources for the ongoing operation, maintenance and repair and the periodic reconstruction or replacement of the roads, drainage, street lighting and sidewalks in the subdivision after the abandonment by the County. (See attached documentation from the HOA's account's McGladrey & Pullen, LLP.)



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

Additionally, the petitioning HOA must represent that it will:

1. Install, operate, maintain, repair and replace all signs, signals, markings, striping, guardrails and other traffic control devices necessary or useful for the roads conveyed herein; and
2. Hold the roads and rights-of-way in trust for the benefit of the owners of the property in the subdivision, and will operate, maintain, repair and, from time to time, replace and reconstruct the roads, street lighting, sidewalks and drainage facilities as necessary to ensure their use and enjoyment by the property owners, tenants and residents of the subdivision and their guests and invitees.

Based on a review of the information provided and our subsequent research, this office has no objection to the proposed vacation.

Should you have any questions, please call me at the above telephone number.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division

Peter J. Eckenrode
Director

PJE/RSK

U:\200402\20030630.104\3449160\DEVELOPMENT REVIEW RECOMMENDS.WPD

ABEL | BAND

ATTORNEYS AND COUNSELORS AT LAW

Mailing Address: P.O. Box 49948, Sarasota, FL 34230-6498

240 S. PINEAPPLE AVENUE
SARASOTA, FL 34236
TEL 941-366-6660
FAX 941-366-3999
WWW.ABELBAND.COM

Christian T. Van Hise
Writer's Direct Line: (941) 364-2711
Direct E-mail: cvanhise@Abelband.com
Please refer to our file number: 12402-1

June 30, 2003

BY HAND DELIVERY

Mr. Sal Elrubaie
Lee County Development Review
1500 Monroe Street
Fort Myers, Florida 33920

**Re: Kelly Greens Master Association, Inc.,
Petition to Vacate Road Rights-of-Way within Kelly Greens Subdivision**

Dear Mr. Elrubaie:

The undersigned represents the Master Association for Kelly Greens Golf & Country Club community (hereinafter "Kelly Greens"). In an effort to enhance the safety and security within the community, Kelly Greens herewith submits its application to vacate the public interest in all of the road rights-of-way located within the subdivision and more particularly described in the legal description attached as Exhibit "A", and generally depicted in the sketch attached as Exhibit "B".

This petition to vacate application is submitted in accordance with the statutory requirements enumerated in Chapter 316.00825, Florida Statutes, and in accordance with Section 13-8 of the Lee County Administrative Code. In accordance with the respective statutory and administrative code requirements, I am submitting for your review letters of no objection to the proposed application, together with copies of the recorded plat maps for Kelly Greens, copies of the most recent aerial maps of the subdivision, and a check in the amount of \$900.00 for the County's application fee. Additionally, in accordance with the new statutory protocol, I am prepared to provide you with copies of the executed written consent forms provided by the individual property owners within Kelly Greens evidencing that more than 80% of the unit owners support this project.

SARASOTA, FLORIDA

VENICE, FLORIDA

DENVER, COLORADO

ABEL, BAND, RUSSELL, COLLIER, PITCHFORD & GORDON, CHARTERED

Mr. Sal Elrubaie

June 30, 2003

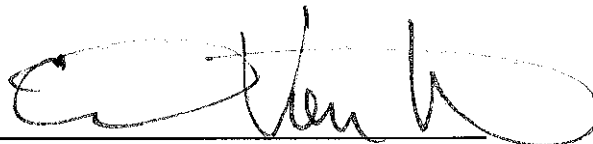
Page 2

I am happy to provide you with whatever additional supporting or supplemental materials you may require as your review of this application proceeds. If you have any questions you may contact me directly at 941-364-2711.

Thank you for your assistance with this matter.

Very truly yours,

ABEL, BAND, RUSSELL, COLLIER,
PITCHFORD & GORDON, CHARTERED

A handwritten signature in black ink, appearing to read "Christian T. Van Hise", written over a horizontal line.

Christian T. Van Hise
For The Firm

CTV:dal

Enclosures

cc: Kelly Greens Master Association



Florida Department of Transportation

JEB BUSH
GOVERNOR

JOSÉ ABREU
SECRETARY

April 28, 2003

Christian T. Van Hise
Abel/Band
240 S. Pineapple Avenue
Sarasota, FL 34236

RE: Vacation of Road Rights of Way at the Kelly Green Golf and Country Club

Dear Mr. Van Hise:

Our staff has conducted a review of your request to vacate Road Rights of Way at the Kelly Greens Golf and Country Club. These rights of way are further described on attached Exhibits "A" and "B". These exhibits were part of your letter of April 21, 2003.

Based on this review, we offer "No Objections" to this vacation request.

Sincerely,

James W. Dunsford,
District R/W Administrator,
Property Management

JWD/jwd

cc: Scott Gilbertson, P.E. - Lee County
Peter J. Eckenrode - Lee County
Mike Rippe - FDOT
Tom Garcia - FDOT

APR 30 2003

LEGAL DESCRIPTION

All of the road rights-of-way designated and depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64

KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30

KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive

Plat Book 42, Page 71-72

KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74

KELLY GREENS UNIT FOUR -

- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93

KELLY GREENS UNIT FIVE -

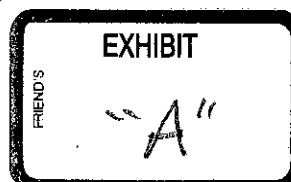
- Kelly Cove Drive

Plat Book 42, Page 97-98

Resubdivision of Lots 1 thru 18, Block C,

KELLY GREENS UNIT TWO

- Kelly Sands Way
- Kelly Woods Drive





LEE COUNTY

SOUTHWEST FLORIDA

479-8580

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: _____

June 24, 2003

Bob Janes
District One

Mr. Christian T. Van Hise

Douglas R. St. Cyr
District Two

Abel Band
Attorneys and Counselors at Law

Ray Judah
District Three

240 S. Pineapple Avenue
Sarasota, FL 34236

Andrew W. Coy
District Four

**RE: Request for Letter of Review and Recommendation
On a proposed vacation of the road rights-of-way at
The Kelly Greens Golf and Country Club, recorded in
Kelly Greens Unit One A – Plat Book 38, pages 61-64,
Kelly Greens Unit Two – Plat Book 40, Pages 24-30,
Kelly Greens Unit Three – Plat Book 42, pages 71-72,
Kelly Greens Unit Four – Plat Book 42, pages 73-74,
Kelly Greens Unit Five – Plat Book 43, pages 90-93,
Replat of Lots 1 through 8, Block C, Kelly Greens
Unit Two – Plat Book 42, pages 97-98**

John E. Albion
District Five

Donald D. Stillwell
County Manager

James G. Yeager
County Attorney

Diana M. Parker
County Hearing
Examiner

Dear Mr. Van Hise: *Chris*

In accordance with the new Florida Statute 316.00825, Lee County Department of Transportation has reviewed the above request to vacate roads within the platted subdivisions of Kelly Greens. In the course of the review, DOT conducted a study of traffic conditions and license plate survey resulting in a conclusion that should through traffic be eliminated on Kelly Cove Drive it would not create a negative impact on local traffic. The southern extension of Kelly Cove Drive originally on the Lee County Trafficways Map is not included in the long range plan and does not appear to be feasible. Therefore, Kelly Cove Drive can now be considered a minor collector. Letters from adjacent community properties endorsing the petitioner's support for the vacation have been received from Cinnamon Cove Homeowners Association and Southern Land Development (Kelly Development Company). Kelly Greens Homeowners Association has agreed to enter into an agreement with Lee County for the pro rata reimbursement of impact fee credits issued approximately 14 years ago.

The Department of Transportation recommends that if the criteria of agreements and easements is completed, DOT will offer no objection to the vacation.

Yours very truly,

DEPARTMENT OF TRANSPORTATION

Scott M. Gilbertson, P.E.
Director

MAL/SMG/mlb

Co: Commissioner Ray Judah, District 1
Peter Eckenrode, Development Services Director
DOT PTV File Kelly Greens HMA

S:\DOCUMENT\Petition To Vacate\2003\Kelly Greens Subdivisions - Van Hise.doc



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941)479-8181

Bob Janes
District One

November 25, 2003

Douglas R. St. Cerny
District Two

Christian T. Van Hise
Abel, Band Attorneys and Counselors at Law
P. O. Box 49948
Sarasota, FL 34230-6498

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

**SUBJECT: PROPOSED RIGHT-OF-WAY VACATION
SECTION 01, TOWNSHIP 46, RANGE 23
KELLY GREENS GOLF AND COUNTRY CLUB - FILE #12402-1**

Donald D. Stilwell
County Manager

Dear Mr. Van Hise:

James G. Yaeger
County Attorney

Lee County Utilities is in receipt of your request for review and recommendation concerning the proposed petition to vacate the road right-of-ways within Kelly Greens Golf and Country Club. It is our understanding that the intended purpose of the proposed vacation is to enhance safety and security within the community. Your correspondence indicates that the road right-of-ways to be vacated include Kelly Greens Boulevard, Kelly Palm Drive, Kelly Sands Way, Kelly Bay Court, Kelly Cove Drive and Kelly Woods Drive.

Diana M. Parker
County Hearing Examiner

We have carefully reviewed your request and the associated attachments and legal description provided. Please be advised that Lee County Utilities currently has **NO OBJECTION** to the proposed vacation.

Please be advised that record drawings indicate Lee County Utilities owns and maintains potable water and sanitary sewer facilities within Kelly Greens Golf and Country Club. Lee County Utilities' position of **'NO OBJECTION'** is based in part, on the executed Perpetual Public Utility Easement Grant recently submitted by your firm in relation to these existing facilities.

Lee County Utilities has taken the position of **'NO OBJECTION'** in good faith with the understanding that this executed Perpetual Public Utility Easement Grant will be recorded concurrently with the right-of-way vacation.

If you should have any questions, or require further assistance, please do not hesitate to contact our office at 479-8531.

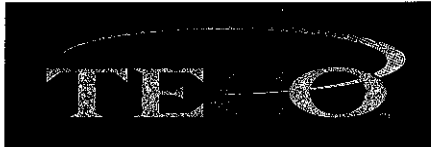
Sincerely,

LEE COUNTY UTILITIES

Terry A. Kelley
Senior Engineering Technician
Utilities Engineering Division

Via Facsimile #(941)366-3999
Original Mailed 11/25/03

cc: Scott Coovert, Assistant County Attorney (via Fax #335-2606)
Margaret Lawson, Lee County DOT
Thom Osterhout, Lee County Utilities
Correspondence File



PEOPLES GAS

April 16, 2003

Abel, Band, Russell, Collier, Pitchford & Gordon, Chartered
Attn: Christian T. Van Hise
PO Box 49949
Sarasota, FL 34230-6498

**Re: Request for Letter of Review and Recommendation on a Proposed Vacation
of the Road Rights-of-Way at the Kelly Greens Golf and Country Club**

Dear Mr. Van Hise:

Per your request, I have reviewed the proposed Rights-of-Way vacation. TECO Peoples Gas has natural gas lines serving various locations within Kelly Greens Country Club. In the request you insure TECO Peoples Gas will have uninterrupted rights to maintain, repair, improve, replace and/or otherwise access the existing facilities, lines, pipes, connections and infrastructure operated within the subdivision. TECO Peoples Gas has no objection to the proposed vacation.

If I can be of any more assistance, please call me at 239.690.5513 or on my cell at 239.707.8670.

Sincerely,

A handwritten signature in black ink, appearing to read 'Patricia A. Mayes', with a long horizontal line extending to the right.

Patricia A. Mayes
TECO Peoples Gas – Engineering
Fort Myers Division



April 22, 2003

Mr. Christian T. Van Hise
Abel-Band Attorneys and Counselors at Law
240 S. Pineapple Ave
Sarasota, FL 34236

Re: Request for Letter of Review and Recommendation for proposed vacation of the road Rights-of-way at the Kelly Greens Golf and Country Club.

Dear Mr. Van Hise:

Florida Power and Light Company has underground facilities in the referenced area to be vacated. However, FPL has no objection to this vacation provided that an easement is executed for our facilities simultaneously with the right of way vacation approval.

The areas requiring easements are as follows:

- 1) the existing road rights-of-way for existing facilities crossing the roads
- 2) Tract 29 for new facilities currently pending permitting from Lee County DOT

Sincerely,

A handwritten signature in black ink that reads 'Mark Hoogwerf'. The signature is written in a cursive, flowing style.

Mark Hoogwerf
FPL Customer Project Manager

2931 Michigan Avenue
Fort Myers, Florida 33916
Phone 941-334-8828
Fax 941-334-8575



May 21, 2003

Abel Band
C/O Christian Van Hise
PO BOX 49948
Sarasota, Fl 34230-6498

Re: Request for a letter of Review and Recommendation on a Proposed
Easement Vacation of the Following Location: Kelly Greens Golf and
Country Club.

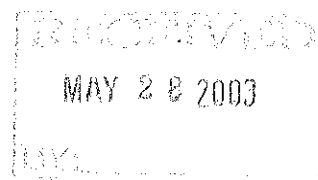
Dear Christian Van Hise,

Comcast has no objection on the proposed vacation of the road rights of way at
the Kelly Greens Golf and Country Club.

If I can be of further assistance to you please do not hesitate to contact me at
(941) 415-4750

Sincerely,
Mike Evanek

Mike Evanek
Design Coordinator



APR 25 2003



Box 370
Fort Myers, Florida 33902-0370

April 23, 2003

Mr. Christian T. Van Hise
Abel/Band Attorney's AT Law
P.O. Box 49948
Sarasota, Florida 34230-6948

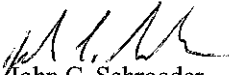
RE: PROPOSED VACATION OF THE RIGHT-OF-WAYS AT THE KELLY GREENS GOLF AND
COUNTRY CLUB

Dear Mr. Van Hise:

Sprint Florida Inc. does have existing telephone facilities along all roads within the Kelly Greens Golf and Country Club Subdivision. Sprint Florida has no objection to the proposed vacation of the existing road right-of-ways as shown on the attached documents, provided easements are granted prior to the vacation to include all existing below and above ground Sprint Utilities.

If further information is required, please do not hesitate to contact me at (239) 277-9126.

Sincerely,


John C. Schroeder
Engineer I

Cc: File

LEGAL DESCRIPTION

All of the road rights-of-way designated and depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64
KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30
KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive

Plat Book 42, Page 71-72
KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74
KELLY GREENS UNIT FOUR -

- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93
KELLY GREENS UNIT FIVE -

- Kelly Cove Drive

Plat Book 42, Page 97-98
Resubdivision of Lots 1 thru 18, Block C,
KELLY GREENS UNIT TWO

- Kelly Sands Way
- Kelly Woods Drive



**RESOLUTION NO. _____ TO SET PUBLIC HEARING
FOR PETITION TO VACATE**

Case Number: VAC2003-00041

WHEREAS, a Petition was filed with the Board of County Commissioners; and

WHEREAS, the Petitioner seeks have the County to vacate, abandon and simultaneously convey the public's interest in the roads, rights-of-way and appurtenant drainage facilities legally described in the attached Exhibit "A" to the petitioning homeowners association for the subdivision where those improvements are located.

WHEREAS, under Florida Statutes and the Lee County Administrative Code, the Board must hold a public hearing in order to grant a vacation and simultaneously convey the public's interest in a road, right-of-way and drainage facility, and simultaneously convey the same to the petitioning homeowners' association for the subdivision where those improvements are located

BE IT THEREFORE RESOLVED by the Board of County Commissioners of Lee County, Florida, as follows:

1. A public hearing on above-referenced Petition to Vacate is set for _____
_____ in the Lee County Commission Chambers.
2. A Notice of Public Hearing on this Petition to Vacate will be published in accordance with the Lee County Administrative Code.

THIS RESOLUTION passed by voice and entered into the minutes of the Board of County Commissioners of Lee County, Florida this _____

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

Deputy Clerk Signature

Chairman Signature

Please Print Name

APPROVED AS TO FORM

Office of County Attorney

Printed Name

LEGAL DESCRIPTION

All of the road rights-of-way designated or depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64

KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30

KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive
- Cul-de-sac on Kelly Sands Way at Tract 14 (a/k/a Kelly Pine Court)

Plat Book 42, Page 71-72

KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74

KELLY GREENS UNIT FOUR -

- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93

KELLY GREENS UNIT FIVE -

- Kelly Cove Drive
- All of Tracts 29, 33, 34 and 35 (inclusive)

The herein described road rights-of-way do not include or intend to vacate any of Lee County's rights in the IDD canals depicted on the referenced plats. The herein described road rights-of-way remain subordinate and inferior to those rights held by Lee County in the IDD canals where the two may overlap.



NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2003-00041

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that on the 13th day of April 2004 @5:00 PM in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider and take action on a Petition vacating, abandoning and simultaneously conveying the public's interest in the roads, rights-of-way and appurtenant drainage facilities, legally described in the attached Exhibit "A," to the petitioning homeowners association for the subdivision where those improvements are located.

Interested parties may appear in person or through a representative and be heard with respect to the Petition to Vacate.

Anyone wishing to appeal the decision made by the Board with respect to any matter considered at this meeting will need a record of the proceeding for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

A copy of the Petition to Vacate is on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, Minutes Department, Room 200, 2115 Second Street, Fort Myers, Florida, 33902-0398.

CHARLIE GREEN, CLERK

Deputy Clerk Signature

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name

LEGAL DESCRIPTION

All of the road rights-of-way designated or depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64

KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30

KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive
- Cul-de-sac on Kelly Sands Way at Tract 14 (a/k/a Kelly Pine Court)

Plat Book 42, Page 71-72

KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74

KELLY GREENS UNIT FOUR -

- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93

KELLY GREENS UNIT FIVE -

- Kelly Cove Drive
- All of Tracts 29, 33, 34 and 35 (inclusive)

The herein described road rights-of-way do not include or intend to vacate any of Lee County's rights in the IDD canals depicted on the referenced plats. The herein described road rights-of-way remain subordinate and inferior to those rights held by Lee County in the IDD canals where the two may overlap.



AFFIDAVIT

STATE OF FLORIDA
COUNTY OF SARASOTA

PERSONALLY APPEARED before me the undersigned officer duly authorized to administer oaths and take acknowledgements, Christian T. Van Hise, who after being first cautioned and sworn upon his oath, deposes and says:

1. I am the attorney for the Kelly Greens Master Association, Inc. ("Kelly Greens"), the homeowners association responsible for the operation and management of that certain residential community located in Lee County, Florida, known as the Kelly Greens Golf & Country Club. I am authorized to make this affidavit and I have personal knowledge of the facts set forth herein.

2. On June 30, 2003, I personally submitted an application to the Lee County Community Development/Development Review Department on behalf of Kelly Greens seeking to vacate the public interest in all of the road rights-of-way located within the Kelly Greens community. This petition to vacate was submitted in accordance with the statutory requirements enumerated in Chapter 316.00825, Florida Statutes, and in accordance with Section 13-8 of the Lee County Administrative Code. Kelly Greens' petition to vacate application is referenced by Lee County as Case No. : **VAC2003-00041**.

3. On July 9, 2003, I received a letter from Assistant Lee County Attorney, John J. Fredyma, identifying three issues which would need to be addressed as a component of Lee

County's review of Kelly Greens' petition to vacate application. A copy of Attorney Fredyma's July 9, 2003, letter is attached hereto as **Exhibit "A."**

4. To address the issues raised in Attorney Fredyma's July 9, 2003, letter, the following steps have been undertaken:

- 4.1 On August 7, 2003, written notification and information regarding Kelly Greens' petition to vacate application was sent by regular U.S. mail to all unit owners within the Cinnamon Cove Master Association, Inc. ("Cinnamon Cove"), and to its Master Association Board of Directors. To accomplish this "mass mailing," a set of postal mailing labels for all unit owners within Cinnamon Cove was obtained from its management company, Top Management of SW Florida, Inc. A copy of this August 7, 2003, notice is attached hereto as **Exhibit "B."**
- 4.2 On August 29, 2003, a letter was obtained from certified public accountants, McGladrey & Pullen, LLC, verifying Kelly Greens' ability to fund the ongoing maintenance of the roads, drainage, street lighting, and sidewalks within the subdivision after abandonment of the rights-of-way by Lee County. A copy of this verification letter from McGladrey & Pullen, LLP, is attached hereto as **Exhibit "C."**
- 4.3 To further substantiate Kelly Greens' ability to fund the maintenance of the roads, drainage, street lighting, and sidewalks within the subdivision after abandonment by Lee County, a copy of the audited accounts for Kelly Greens for the fiscal year ending August 31, 2003, is attached hereto as **Exhibit "D."**
- 4.4 On December 30, 2003, Cinnamon Cove, by action of its Master Association, provided a letter to Kelly Greens confirming that the Cinnamon Cove Master Association does not object to Kelly Greens' petition to vacate application. A copy of Cinnamon Cove's letter of no objection is attached hereto as **Exhibit "E."**
- 4.5 Kelly Greens and Cinnamon Cove have executed an agreement which specifically incorporates the recording a

perpetual access easement over and across the roadways within the Kelly Greens subdivision for the benefit of all unit owners within Cinnamon Cove, together with their respective tenants, guests, invitees and licensees, contingent upon the approval of Kelly Greens' petition to vacate application. A copy of the agreement entered between Kelly Greens and Cinnamon Cove together with the proposed access easement is attached hereto as **Exhibit "F."**

4.6 In accordance with the requirements enumerated in Chapter 316.00825, Florida Statutes, evidence of the consent to Kelly Greens' petition to vacate application by the property owners within the subdivision has been filed with the Lee County Community Development/Development Review Department.

5. Villages at Kelly Greens Condominium Association, Inc. ("The Villages"), is a condominium development operating in accordance with the provisions of Chapter 718, Florida Statutes, located entirely within the platted subdivision boundary for Kelly Greens.

6. On August 8, 2003, written notification and information regarding Kelly Greens' petition to vacate application was sent by regular U.S. mail to all unit owners within The Villages and to The Villages Condominium Association Board of Directors. This mailing was accomplished by obtaining postal address mailing labels for all unit owners within The Villages from The Villages' management company, the Management Connection. A copy of this notice is attached hereto as **Exhibit "G."**

7. Kelly Greens and The Villages have negotiated an agreement for perpetual access and use rights over and across the roadways within the Kelly Greens subdivision for the benefit of all unit owners within The Villages, together with their respective tenants, guests, invitees and

licensees, contingent upon the approval of Kelly Greens' petition to vacate application. A copy of the agreement reached between Kelly Greens and The Villages is attached hereto as **Exhibit "H."**


8. On December 29, 2003, a letter of no objection to Kelly Greens' petition to vacate application was provided from The Villages to Kelly Greens. A copy of The Villages' letter of no objection is attached Exhibit "I."

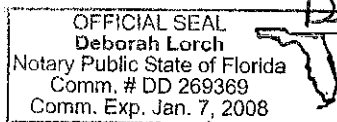
FURTHER YOUR AFFIANT SAYETH NOT


CHRISTIAN T. VAN HISE

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 9 day of January, 2004 by CHRISTIAN T. VAN HISE. He is personally known to me or has produced (type of identification) _____ as identification and did take an oath.


Notary Public



Deborah Lorch
Printed Name

My Commission Expires: _____

A 1

LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: **(239) 385-2238**

Facsimile: **(239) 335-2808**

Bob Jones
District One

Douglas Fl. St. Centy
District Two

July 9, 2003

Ray Judah
District Three

VIA FACSIMILE & U.S. MAIL

Andrew W. Coy
District Four

Christian T. Van Hise, Esq.
Abel, Band, Russell, Collier, Pitchford & Gordon
P.O. Box 48948
Sarasota, FL 34230-6948

John E. Abdon
District Five

Donald D. Edlwell
County Manager

Re: Section 316.00825, Closing and Abandonment of Roads
(Kelly Greens)

James G. Younger
County Attorney

Diana M. Parker
County Hearing Examiner

Dear Chris:

As a follow-up to our meeting on June 23, 2003, I met with Pete Eckenrode, Director of Development Services and Sal Elrubale, Development Review Representative, with respect to the request to close the roads in Kelly Greens pursuant to Section 316.00825 of the Florida Statutes. We discussed a number of issues and I have the following for your consideration:

1. We believe it is appropriate for you to provide notice of the request to the property owners in Cinnamon Cove. The notice should go via regular mail and should be sent to each property owner along with a notice to the Association. In conjunction with this notice, it would be sufficient for you to produce a statement, signed either by the President of the Kelly Greens Master Association or you, in your capacity as legal representative to the Master Association, indicating notice of the requested vacation was provided via regular mail to all property owners within the Cinnamon Cove Subdivision as of a stated date and to the Cinnamon Cove Master Association or Homeowners' Association. This will obviate the need to collect and provide copies of return receipts from letters sent via Certified Mail.
2. It will be necessary for the Kelly Greens Master Association to provide the County with assurance of its ability to fund the maintenance of the roads, drainage, street lighting and sidewalks in the subdivision after abandonment by the County. This information should be submitted in conjunction with the filed Petition to Vacate.

S:\LAW\FW\FTR\Closing and Abandonment of Roads (Kelly Greens) - Christian T. Van Hise.wpd

P.O. Box 906, Fort Myers, Florida 33902-0906 (239) 338-2111
Internet address <http://www.lee-county.com>
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

Recycled paper

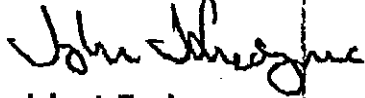
A2

Christian T. Van Hise, Esq.
July 9, 2003
Page 2

Re: Section 316.00825, Closing and Abandonment of Roads
(Kelly Greens)

- 3. In anticipation of the request for entrance gates, and consistent with the provisions of Lee County Land Development Code (LDC) Section 34-1748, it will be necessary to provide evidence of the consent of the property owners in the Kelly Greens Master Association and Cinnamon Cove with respect to the ability to bind its owners for the purposes of erecting gates. Since the Cinnamon Cove residents will be affected by the gates, it is necessary to show their consent to this planned limitation on access.

I believe these were some of the questions we had previously discussed. Please do not hesitate to call if you have any additional questions or if you wish to discuss any of the above in greater detail.

Very truly yours,

John J. Fredyma
Assistant County Attorney

JJF/mma

cc: Peter J. Eckenrode, Director, Development Services Division
Sal Elrubale, Development Review Representative, Development Services Div.
Margaret Lawson, R-O-W & Mapping Supervisor, DOT



August 7, 2003

Dear Cinnamon Cove Residents, Master Association and Master Association Manager:

This letter serves as formal notice of the fact that we have filed with the County a petition to vacate the roads within the boundaries of the Kelly Greens subdivision.

Upon the petition being approved, we will proceed with gating all four of our entrances / exits, together with installing an electronic monitoring service at the main entrance.

Rest assured that we are fully aware and sensitive to the rights of all Cinnamon Cove residents.

To ensure that such rights are fully protected, we are liaising closely with Cinnamon Cove's attorney, your Board of Directors and your management company.

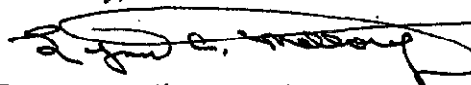
Our attorney is presently working with yours to agree upon an Easement Agreement which, when recorded in the County records, will protect your rights of access to Kelly Cove Drive in perpetuity. Kelly Greens will pay Cinnamon Cove's legal expenses incidental to the drafting, finalization and recording of this Easement Agreement and this process in general. Our attorney has provided yours with a written agreement signed by our President to record and confirm that commitment.

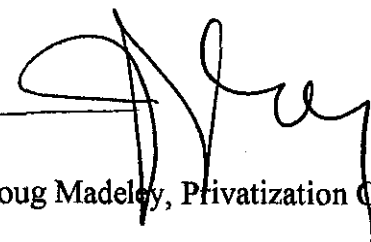
We are convinced that gating each end of Kelly Cove Drive will considerably enhance the back entrance safety and security for Cinnamon Cove.

In due course, the Lee County Board of County Commissioners will conduct a public hearing on our petition. Notice of the venue, time and date will be posted in the local press and, probably, on Kelly Cove Drive. Furthermore, we have undertaken to advise your management company immediately we are aware of the details for the hearing.

Should you have any questions or concerns, please feel free to call our general manager, Tony Dumas. He will be more than happy to assist you.

Sincerely,


Lynn C. Mallory, President


Doug Madeley, Privatization Committee Chair

McGladrey & Pullen

Certified Public Accountants

August 29, 2003

Mr. John J. Fredyma
Assistant County Attorney
Lee County Southwest Florida
PO Box 398
Fort Myers, FL. 33909-0398

McGladrey & Pullen, LLP
5801 Pelican Bay Blvd., Ste. 500, Naples, FL 34108-2734
O 239.596.0105 F 239.596.0487
Ft. Myers O 239.337.0110
www.mcgladrey.com

Mr. Fredyma:

I am writing this letter at the request of Tony Dumas, general manager and chief operating officer of Kelly Greens Golf & Country Club ("Kelly Greens") in Fort Myers. I understand that this letter is to support their efforts to privatize their roads and become a completely gated community.

I am the partner in charge of the west coast of Florida practice of McGladrey & Pullen, Certified Public Accountants. We are the auditors for Kelly Greens as well as for over 150 other private clubs in south Florida.

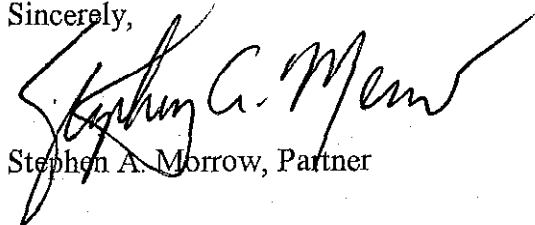
I can attest that the financial condition of Kelly Greens is very sound. They have a strong cash and working capital position compared to industry averages, and their balance sheet has no debt.

I have been impressed by the management of the club, and the quality of the members of the board of directors. They have a very sound budgeting process.

I am confident that Kelly Greens would have no difficulty in budgeting, monitoring and funding the maintenance requirement from the privatization of their roads.

Please feel free to contact me if I can be of any further assistance.

Sincerely,



Stephen A. Morrow, Partner

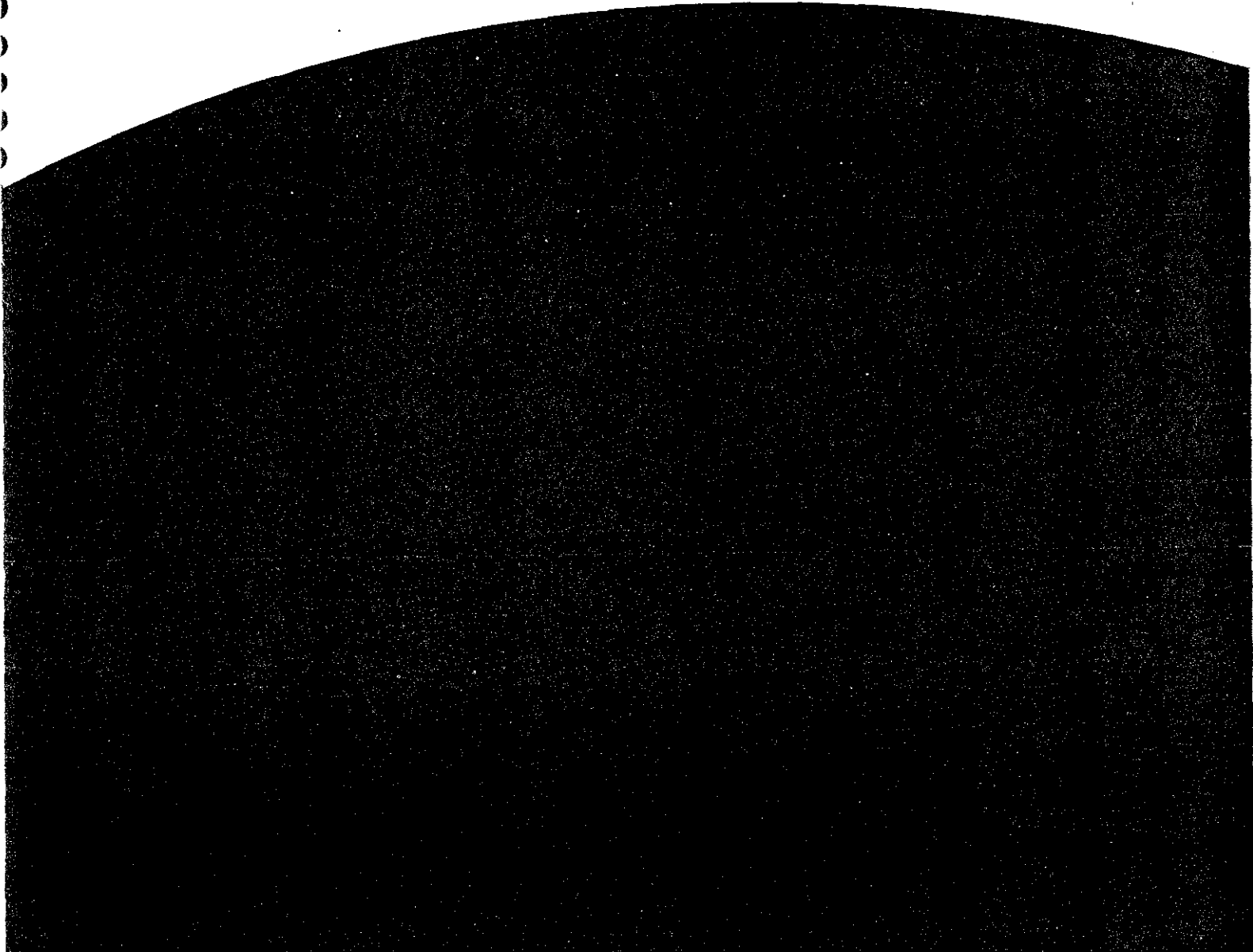
DI

McGladrey & Pullen

Certified Public Accountants

Kelly Greens Master Association, Inc. d/b/a Kelly Greens Golf & Country Club

Financial Report
08.31.2003



Contents

Independent Auditor's Report on the Financial Statements	1
---	---

Financial Statements	
Balance sheets	2
Statements of revenues, expenses and members' equity	3 – 4
Statements of cash flows	5
Notes to financial statements	6 – 11

Independent Auditor's Report on the Supplementary Information	12
--	----

Supplementary Information	
Statements of revenues, expenses and members' equity information:	
Departmental schedules of revenues and expenses	13 – 14
Comparative statement of budgeted revenues and expenses	15

D3

McGladrey & Pullen

Certified Public Accountants

Independent Auditor's Report

To the Board of Directors and Members
Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club
Fort Myers, Florida

We have audited the accompanying balance sheets of Kelly Greens Master Association, Inc. d/b/a Kelly Greens Golf & Country Club as of August 31, 2003 and 2002, and the related statements of revenues, expenses and members' equity and cash flows for the years then ended. These financial statements are the responsibility of the Association's management. Our responsibility is to express an opinion on these financial statements based on our audits.

We conducted our audits in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Kelly Greens Master Association, Inc. d/b/a Kelly Greens Golf & Country Club as of August 31, 2003 and 2002, and the changes in its members' equity and its cash flows for the years then ended in conformity with accounting principles generally accepted in the United States of America.

As discussed in Note 6 to the financial statements, the Association has not estimated the remaining lives and replacement costs of the common property and, therefore, has not presented information about the estimates of future required costs of major repairs and replacements that will be required in the future that the American Institute of Certified Public Accountants has determined is required to supplement, although not required to be a part of, the basic financial statements.

McGladrey & Pullen, LLP

Naples, Florida
September 25, 2003

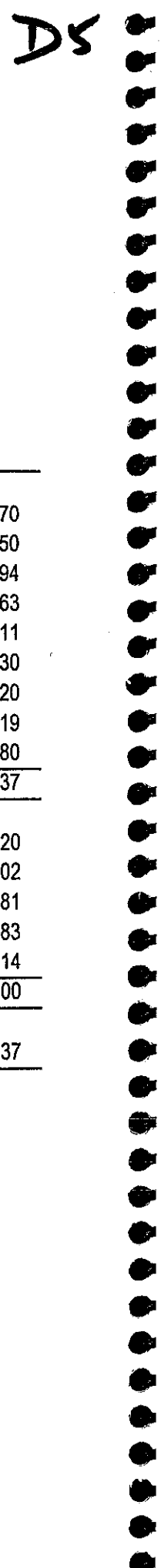
D4

Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Balance Sheets
August 31, 2003 and 2002

Assets	2003	2002
Current Assets		
Cash and cash equivalents	\$ 1,614,821	\$ 928,193
Less Board designated funds (Note 2)	152,232	42,719
	<u>1,462,589</u>	<u>885,474</u>
Accounts receivable	47,338	49,073
Inventories	66,468	87,230
Prepaid expenses	31,461	118,261
Total current assets	<u>1,607,856</u>	<u>1,140,038</u>
Board Designated Funds (Note 2)	152,232	42,719
Property and Equipment, less accumulated depreciation (Note 3)	4,048,039	4,197,950
Deposits	5,825	4,300
	<u>\$ 5,813,952</u>	<u>\$ 5,385,007</u>
Liabilities and Members' Equity		
Current Liabilities		
Accounts payable	\$ 68,879	\$ 58,946
Accrued expenses	176,463	109,182
Prepaid membership assessments (Note 4)	1,345,320	1,176,956
Prepaid gate assessment (Note 4)	240,455	-
Total current liabilities	<u>1,831,117</u>	<u>1,345,084</u>
Commitments (Note 7)		
Members' Equity	3,982,835	4,039,923
	<u>\$ 5,813,952</u>	<u>\$ 5,385,007</u>

See Notes to Financial Statements.



Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Statements of Revenues, Expenses and Members' Equity
Years Ended August 31, 2003 and 2002

	2003	2002
Revenues:		
Membership assessments	\$ 1,899,597	\$ 1,705,770
Transfer fees	38,550	47,650
Food sales	513,001	479,294
Beverage sales	173,770	168,763
Merchandise sales	167,568	179,211
Cart fees	623,213	608,830
Greens fees and other golf revenue	234,043	263,020
Interest income, operating funds	2,119	3,719
Other	61,365	50,580
	<u>3,713,226</u>	<u>3,506,837</u>
Expenses:		
Food and beverage	937,625	883,920
Golf course maintenance	1,219,453	1,062,002
Golf operations	610,617	610,981
Clubhouse, administrative and activities	938,185	864,683
Insurance	101,631	83,314
	<u>3,807,511</u>	<u>3,504,900</u>
Excess (deficiency) of revenues over expenses before other revenues (expenses), forward	<u>(94,285)</u>	<u>1,937</u>

(Continued)

Db

Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Statements of Revenues, Expenses and Members' Equity (Continued)
Years Ended August 31, 2003 and 2002

	2003	2002
Excess (deficiency) of revenues over expenses before other revenues (expenses), forwarded	\$ (94,285)	\$ 1,937
Other revenues:		
Major repair and replacement fund assessment	502,984	392,502
Operating assessment for prior year deficit	-	140,305
Interest income, Board designated funds	1,931	6,278
Gain on disposition of property and equipment	2,000	10,000
Miscellaneous	-	11,158
	<u>506,915</u>	<u>560,243</u>
Other expenses:		
Major repairs and replacements, reserve funds	125,392	82,721
Interest	260	8,891
Depreciation	356,016	357,619
Insurance audit for prior year	17,647	9,062
	<u>499,315</u>	<u>458,293</u>
Excess (deficiency) of revenues over expenses	(86,685)	103,887
Members' equity, beginning of year	4,039,923	3,863,296
Renovation capital assessment, net of receivable (Note 10)	25,597	72,740
Resale capital contributions	4,000	-
Members' equity, end of year	<u>\$ 3,982,835</u>	<u>\$ 4,039,923</u>

See Notes to Financial Statements.

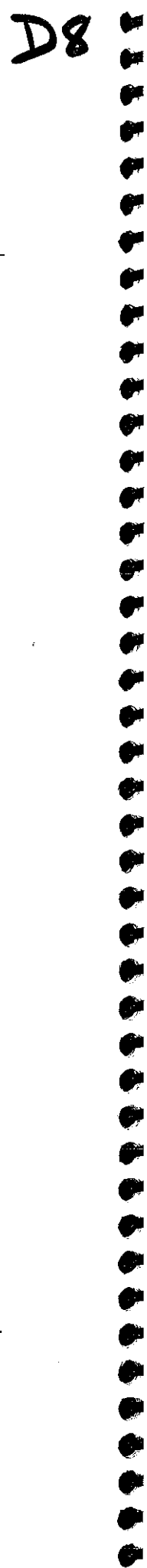
D7

Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Statements of Cash Flows
Years Ended August 31, 2003 and 2002

	2003	2002
Cash Flows From Operating Activities		
Excess (deficiency) of revenues over expenses	\$ (86,685)	\$ 103,887
Adjustments to reconcile excess (deficiency) of revenues over expenses to net cash provided by operating activities:		
Gain on disposition of property and equipment	(2,000)	(10,000)
Depreciation	356,016	357,619
Changes in assets and liabilities:		
(Increase) decrease in:		
Accounts receivable	1,735	(14,980)
Inventories	20,762	(13,591)
Prepaid expenses	86,800	(73,602)
Increase in:		
Accounts payable	9,933	22,117
Accrued expenses	67,281	10,576
Prepaid membership assessments	168,364	158,515
Prepaid gate assessment	240,455	-
Net cash provided by operating activities	862,661	540,541
Cash Flows From Investing Activities		
Proceeds from disposition of property and equipment	2,000	10,000
Increase in deposits	(1,525)	(700)
Disbursements for property and equipment	(206,105)	(236,981)
Net cash used in investing activities	(205,630)	(227,681)
Cash Flows From Financing Activities		
Proceeds from renovation assessment installment payments	25,597	72,740
Proceeds from resale capital contributions	4,000	-
Advances on credit line	-	550,000
Payments on credit line	-	(550,000)
Principal payments on long-term debt	-	(550,000)
Net cash provided by (used in) financing activities	29,597	(477,260)
Net increase (decrease) in cash and cash equivalents	686,628	(164,400)
Cash and cash equivalents:		
Beginning	928,193	1,092,593
Ending	\$ 1,614,821	\$ 928,193
Supplemental Disclosures of Cash Flow Information		
Cash payments for interest	\$ 260	\$ 11,065

See Notes to Financial Statements.



Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Notes to Financial Statements

Note 1. Nature of Organization and Significant Accounting Policies

Nature of organization: Kelly Greens Master Association, Inc. d/b/a Kelly Greens Golf & Country Club (the "Association"), a member-owned private club and property owners association was incorporated as "a corporation not-for-profit" under the laws of the State of Florida on September 16, 1987. The purpose of the Association is to operate and maintain the Kelly Greens Golf & Country Club common areas and recreational amenities for the benefit of its members. All owners of lots or units subject to assessment must be members.

A summary of the Association's significant accounting policies follows:

Accounting estimates: The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Revenue recognition: Membership and replacement fund assessments are recognized as revenue on a pro rata basis over the period covered by the billing. Capital assessments are recognized in the period received.

Cash and cash equivalents: For purposes of reporting cash flows, the Association considers all money market accounts, overnight investments and Board designated funds to be cash equivalents. The Association maintains its cash in bank deposit accounts which, at times, may exceed federally-insured limits. The Association has not experienced any losses on such accounts. The Association believes it is not exposed to any significant risk on cash and cash equivalents.

Accounts receivable: Accounts receivables are carried at the original charge amount less an estimate made for doubtful receivables, if any, on a review of all outstanding amounts on a monthly basis. Management determines the allowance for doubtful accounts by identifying troubled accounts and by using historical experience applied to aging of accounts. Accounts receivable are written off when deemed uncollectible. Recoveries of accounts receivable previously written off are recorded when received.

Inventories: Inventories are stated at the lower of cost (first-in, first-out method) or market.

Commonly-owned assets: The commonly-owned assets contributed by the developer to the Association are not severable assets and have not been capitalized by the Association. These assets include the golf course, clubhouse, tennis courts, swimming pool and other common areas.

Nonseverable major repairs and replacements and the purchase of commonly owned severable assets are capitalized as property and equipment.

Property and equipment: Property and equipment is stated at cost. Depreciation is computed using the straight-line method over the estimated useful lives as follows:

	Years
Buildings and improvements	5 - 39
Furniture, fixtures and equipment	5 - 10
Golf course equipment	3 - 15

D9

Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Notes to Financial Statements

Note 1. Nature of Organization and Significant Accounting Policies (Continued)

Income taxes: The Association is incorporated as a not-for-profit corporation under the laws of the State of Florida, as contained in chapter 720 of the Florida Statutes. However, the Association is not exempt from income taxes. For income tax purposes, the Association is required to segregate the results of its member activities from its nonmember activities and is separately taxed on each element. Nonmember activity losses may be used to offset member activity profits in current or future periods. Member activity losses are referred to as deferred expense carryforwards and cannot be used to offset nonmember activity profits. Due to the nature of the Association's operations, the Association believes it is remote that it would utilize either type of loss carryforward. As a result, it is the Association's policy not to disclose the deferred tax asset and related valuation allowances associated with the carryforwards.

Note 2. Board Designated Funds

The Board of Directors has designated funds set aside for future major repairs and replacements (Note 6) and the renovation project. The following is a summary of the changes in Board designated funds for the years ended August 31, 2003 and 2002:

	Repair and Replacement Fund
Balance, August 31, 2001	\$ 98,660
Additions:	
Assessments for capital projects	392,502
Proceeds from disposition of property and equipment	10,000
Utilization of prior period excess funds	133,050
Transfer from operating fund	400,000
Interest Income	11,158
	<u>946,710</u>
Deductions:	
Capital additions	235,102
Major expenses	82,721
Principal payments on bank note	512,330
Interest payments and other bank charges	10,260
Reimbursement to operating fund	170,780
Miscellaneous expenses	6,778
	<u>1,017,971</u>
Balance, August 31, 2002	<u>27,399</u>
Additions:	
Assessments for capital projects	392,502
Proceeds from disposition of property and equipment	2,000
Funds from fence settlement (less legal fees)	110,482
Resale capital contributions	4,000
	<u>508,984</u>
Deductions:	
Capital additions	162,670
Major expenses	125,392
Repayments to operating account	115,000
Interest payments and other bank charges	3,307
	<u>406,369</u>
Balance, August 31, 2003	<u>\$ 130,014</u>

D10

Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Notes to Financial Statements

Note 2. Board Designated Funds (Continued)

The renovation fund is used to account for the revenues and expenditures of the clubhouse, golf course and tennis facilities renovation projects. The following is a cumulative schedule of all renovation fund activity through August 31, 2003:

	1999	2000	2001	2002	2003	Cumulative
Additions:						
Assessments for capital projects	\$ 2,513,266	\$ 356,754	\$ 234,152	\$ 79,592	\$ 25,608	\$ 3,209,372
Golf bag storage fees	-	-	11,096	-	-	11,096
Proceeds from bank note	-	581,500	-	-	-	581,500
Interest income	55,360	52,229	25,214	5,027	1,561	139,391
	<u>2,568,626</u>	<u>990,483</u>	<u>270,462</u>	<u>84,619</u>	<u>27,169</u>	<u>3,941,359</u>
Deductions:						
Golf bag storage fees	-	11,096	-	-	-	11,096
Capital additions	1,446,906	1,698,301	-	-	-	3,145,207
Major expenses	-	21,998	-	-	-	21,998
Principal payments on bank note	-	264,610	279,220	37,670	-	581,500
Interest payments and other bank charges	-	34,564	16,850	805	271	52,490
Reimbursements to operating fund	-	-	-	80,000	20,000	100,000
Miscellaneous expenses	-	-	-	6,850	-	6,850
	<u>1,446,906</u>	<u>2,030,569</u>	<u>296,070</u>	<u>125,325</u>	<u>20,271</u>	<u>3,919,141</u>
Excess (deficiency) of additions over deductions	\$ 1,121,720	\$ (1,040,086)	\$ (25,608)	\$ (40,706)	\$ 6,898	\$ 22,218

As of August 31, 2003 and 2002, the Association was due to receive \$6,595 and \$32,314, respectively, (Note 10) in future renovation assessment installments and must repay \$50,000 and \$70,000, respectively, borrowed from operating funds during the initial phase of the projects.

The Repair and Replacement Fund borrowed \$400,000 from the Operating Fund during 2002 to pay off the bank note and still owed the Operating Fund \$114,220 and \$229,220 as of August 31, 2003 and 2002, respectively.

Generally, Board designated funds are not available to fund routine operating expenses without the approval of the Board of Directors.

D 11

Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Notes to Financial Statements

Note 3. Property and Equipment

The major classifications of property and equipment as of August 31, 2003 and 2002 are summarized as follows:

	2003	2002
Buildings and improvements	\$ 3,745,311	\$ 3,743,201
Golf course equipment	977,823	968,861
Furniture, fixtures and equipment	801,337	707,717
Construction in progress	32,525	-
	<u>5,556,996</u>	<u>5,419,779</u>
Less accumulated depreciation	1,508,957	1,221,829
	<u>\$ 4,048,039</u>	<u>\$ 4,197,950</u>

Note 4. Prepaid Membership Assessments

All Association members are charged semiannual membership and replacement fund assessments billed each year in July and January.

Maintenance fees: Maintenance fees are assessed of all members for the operating expenses associated with maintaining the Club Common Areas of the Association. The fees billed were \$2,023 for the years ended August 31, 2003 and 2002.

Reserve fees: Reserve fees are assessed of all members for the major repairs and replacements of the Association's commonly-owned property. The fees billed were \$418 for the years ended August 31, 2003 and 2002 and the fee for the year ending August 31, 2004, has decreased to \$369.

Cable fees: Cable fees are assessed of all members for the cable television expenses of the Association. The fees billed were \$220 for the years ended August 31, 2003 and 2002 and the fee has not changed for the year ending August 31, 2004.

Gate assessment: During the year ended August 31, 2003, the Association assessed each member \$268 for the purpose of gating four entrances at Kelly Greens, including the installation of electronic monitoring equipment at the main community entrance on Summerlin Road.

Note 5. Income Taxes

During the year ended August 31, 2003, the Association generated losses from both member-related and nonmember-related activities. During the year ended August 31, 2002, the Association generated member-related income but a nonmember-related loss. As of August 31, 2003, the Association has member-related deferred expense carryforwards of approximately \$2,300,000 (no expiration date), and nonmember-related operating loss carryforwards of approximately \$150,000, which expire in varying amounts through 2023.

D12

Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Notes to Financial Statements

Note 6. Future Major Repairs and Replacements

The Association has not conducted a study to determine the remaining useful lives of the components of common property and current estimates of costs of major repairs and replacements that may be required in the future. The Board has also not developed a plan to fund those needs. When funds are needed for those purposes, the Association has the right, subject to membership approvals, to increase general assessments, pass special assessments, or delay major repairs and replacements until funds are available. The effect on future assessments has not been determined at this time.

Note 7. Commitments

Line of credit: The Association has an unsecured line of credit agreement with a financial institution that provides for borrowings up to \$550,000 with interest at the bank's prime rate plus one percent (5% as of August 31, 2003) which expires January 15, 2004. There were no outstanding borrowings under this agreement as of August 31, 2003 and 2002.

Operating leases: The Association has entered into operating leases for various restaurant equipment, office equipment and golf carts that expire through December 2007. The following is a schedule of minimum required lease payments under the operating lease agreements:

Year Ending August 31,	Amount
2004	\$ 90,423
2005	81,262
2006	81,262
2007	77,531
2008	18,450
	<u>\$ 348,928</u>

Total rent expense for the years ended August 31, 2003 and 2002 amounted to \$105,810 and \$103,745, respectively.

Note 8. Cable Services

The Association has contracted with Comcast Cable, formerly Adelphia Cable, to provide the billing function for cable service to residents in the Kelly Greens Community. For the years ended August 31, 2003 and 2002, the Association paid \$261,381 and \$230,049, respectively to Comcast Cable and collected \$206,580 in cable fees, each year.

D13

Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Notes to Financial Statements

Note 9. Retirement Plan

The Association has a 401(k) employee savings and retirement plan for the benefit of its employees. All full-time employees 18 years of age or older, having six-months of service, with at least 1,000 continuous hours of service are eligible to participate in the plan. During the plan years ended August 31, 2003 and 2002, the Association contributed a 50% match up to 3% of participating employees' annual salaries. Plan expenses recognized in the statement of revenues, expenses and members' equity were \$32,004 and \$26,642 for the years ended August 31, 2003 and 2002, respectively.

Note 10. Renovation Assessment Receivable

The Association assessed each member \$3,425 to pay for the clubhouse, golf course and tennis facilities renovation projects. The members could choose from several payment options. As of August 31, 2003 and 2002, renovation assessments receivable for capital contributions that are not recorded until collected, in accordance with accounting principles generally accepted in the United States of America, consisted of the following:

	2003		2002	
	Members in the Plan	Balance Remaining	Members in the Plan	Balance Remaining
Paid in full	925	\$ -	906	\$ -
Over three years with quarterly payments	-	-	-	-
Three years with monthly payments	-	-	-	-
Over five years with annual payments	-	-	7	4,795
Over five years with semiannual payments	-	-	5	3,425
Over five years with quarterly payments	4	685	9	7,706
Five years with monthly payments	10	2,856	12	11,647
Billed and uncollected	-	3,054	-	4,741
	939	\$ 6,595	939	\$ 32,314

D 14

McGladrey & Pullen

Certified Public Accountants

Independent Auditor's Report on the Supplementary Information

To the Board of Directors and Members
Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club
Fort Myers, Florida

Our audits were made for the purpose of forming an opinion on the basic financial statements taken as a whole. The supplementary information is presented for purposes of additional analysis and is not a required part of the basic financial statements. Such information, except for that portion marked "Budgeted", which is unaudited, on which we express no opinion, has been subjected to the auditing procedures applied in the audits of the basic financial statements and, in our opinion, is fairly stated in all material respects in relation to the basic financial statements taken as a whole.

McGladrey & Pullen, LLP

Naples, Florida
September 25, 2003

DIS

Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Statements of Revenues, Expenses and Members' Equity Information
Years Ended August 31, 2003 and 2002

Departmental Schedules of Revenues and Expenses	2003				
	Revenues	Cost of Sales	Payroll and Related Expenses	Other Expenses	Excess (Deficiency)
General revenues:					
Membership assessments	\$ 1,899,597	\$ -	\$ -	\$ -	\$ 1,899,597
Transfer fees	38,550	-	-	-	38,550
Interest income	2,119	-	-	-	2,119
Rental income	45,026	-	-	-	45,026
Other	16,339	-	-	-	16,339
	<u>2,001,631</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>2,001,631</u>
Departments:					
Food and beverage	686,771	269,594	564,555	103,476	(250,854)
Golf course maintenance	-	-	763,418	456,035	(1,219,453)
Golf activities	1,024,824	141,451	357,095	112,071	414,207
Clubhouse, administrative, and activities	-	-	472,027	466,158	(938,185)
Insurance	-	-	-	101,631	(101,631)
	<u>1,711,595</u>	<u>411,045</u>	<u>2,157,095</u>	<u>1,239,371</u>	<u>(2,095,916)</u>
Excess (deficiency) of revenues over expenses before other revenues (expenses)	\$ 3,713,226	\$ 411,045	\$ 2,157,095	\$ 1,239,371	(94,285)
Other revenues:					
Major repair and replacement fund assessments					502,984
Operating assessment for prior year deficit					-
Interest income board designated funds					1,931
Gain on disposition of property and equipment					2,000
Miscellaneous					-
					<u>506,915</u>
Other expenses:					
Major repairs and replacements, reserve funds					125,392
Interest					260
Depreciation					356,016
Insurance audit for prior year					17,647
					<u>499,315</u>
Excess (deficiency) of revenues over expenses					\$ (86,685)

D16

2002					
Revenues	Cost of Sales	Payroll and Related Expenses	Other Expenses	Excess (Deficiency)	
\$ 1,705,770	\$ -	\$ -	\$ -	\$ 1,705,770	
47,650	-	-	-	47,650	
3,719	-	-	-	3,719	
36,144	-	-	-	36,144	
14,436	-	-	-	14,436	
<u>1,807,719</u>	<u>-</u>	<u>-</u>	<u>-</u>	<u>1,807,719</u>	
648,057	245,795	540,587	97,538	(235,863)	
-	-	681,930	380,072	(1,062,002)	
1,051,061	147,092	356,061	107,828	440,080	
-	-	428,527	436,156	(864,683)	
-	-	-	83,314	(83,314)	
<u>1,899,118</u>	<u>392,887</u>	<u>2,007,105</u>	<u>1,104,908</u>	<u>(1,805,782)</u>	
\$ 3,506,837	\$ 392,887	\$ 2,007,105	\$ 1,104,908	1,937	

392,502
140,305
6,278
10,000
11,158
<u>560,243</u>
82,721
8,891
357,619
9,062
<u>458,293</u>
\$ 103,887

D17

Kelly Greens Master Association, Inc.
d/b/a Kelly Greens Golf & Country Club

Statement of Revenues, Expenses and Members' Equity Information
Year Ended August 31, 2003

Comparative Statement of Budgeted
Revenues and Expenses

		Budgeted (Unaudited)
Revenues:		
Membership assessments	\$ 1,899,597	\$ 2,108,880
Transfer fees	38,550	53,000
Food sales	513,001	451,000
Beverage sales	173,770	164,000
Merchandise sales	167,568	175,000
Cart fees	623,213	654,000
Green fees and other golf revenue	234,043	267,465
Interest income, operating funds	2,119	4,500
Other	61,365	55,736
	<u>3,713,226</u>	<u>3,933,581</u>
Expenses:		
Food and beverage	937,625	883,620
Golf course maintenance	1,219,453	1,197,974
Golf operations	610,617	638,753
Clubhouse, administrative, and activities	938,185	1,116,234
Insurance	101,631	97,000
	<u>3,807,511</u>	<u>3,933,581</u>
Excess (deficiency) of revenues over expenses before other revenues (expenses)	\$ (94,285)	\$ -

E

**CINNAMON COVE MASTER
CONDOMINIUM ASSOCIATION, INC**

11650 Caravel Circle, Fort Myers, Florida 33908

December 30, 2003

Mr. Lynn Mallory, President
Kelly Greens Master Association, Inc.
12300 Kelly Greens Blvd.
Fort Myers, Florida 33908

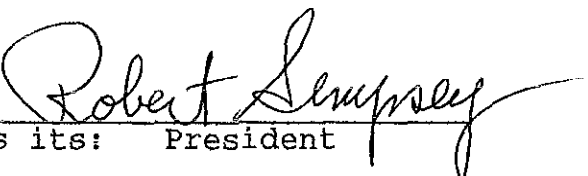
**Re: Cinnamon Cove Master Association, Inc.
Non-Objection to Kelly Greens Road Privatization Project**

Dear Mr. Mallory:

This correspondence shall serve to follow up on the recent joint meeting of the Board of Directors for the Cinnamon Cove Master Association, Inc., and the Board of Directors for Kelly Greens Master Association, Inc. Specifically, and in accordance with a duly adopted resolution of the Board of Directors of Cinnamon Cove, this correspondence shall confirm that the Cinnamon Cove Maser Association does not object to Kelly Greens' petition to vacate application currently filed with Lee County seeking to "privatize" the road rights-of-way within the Kelly Greens subdivision together with the installation of security access gates. This letter of no objection is contingent upon Kelly Greens' execution and recording of that certain Roadways Access Easement Agreement which has been negotiated and agreed to by both the Kelly Greens Maser Association and the Cinnamon Cove Master Association.

Sincerely,

CINNAMON COVE MASTER ASSOCIATION


As its: President

cc: Christian T. Van Hise, Esquire, Counsel for Kelly Greens
Joseph Adams, Esquire, Counsel for Cinnamon Cove

FI

AGREEMENT

CINNAMON COVE MASTER ASSOCIATION, INC.

KELLY GREENS MASTER ASSOCIATION, INC.

WHEREAS, Kelly Greens Master Association, Inc. ("Kelly Greens") wishes to "privatize" various public roadways within the various subdivisions commonly known as "Kelly Greens;" and,

WHEREAS, Cinnamon Cove Master Association, Inc. ("Cinnamon Cove") administers access to the community commonly known as "Cinnamon Cove;" and,

WHEREAS, Kelly Greens has requested Cinnamon Cove to issue a letter of non-objection to Lee County in connection with Kelly Greens desire to privatize the roadways within or servicing Kelly Greens; and,

WHEREAS, Cinnamon Cove is agreeable to issuing a letter of non-objection in consideration for the undertakings expressed herein.

NOW THEREFORE, it is agreed as follows:

1. The above recitations are true and correct.
2. This agreement does not terminate the agreement between the parties relative to Kelly Greens' reimbursement of Cinnamon Cove's attorneys fees, which remains in full force and effect.
3. Each party represents that it has the authority to enter into this Agreement and the Kelly Greens Roadways Access Easement Agreement attached hereto as **Exhibit "1."**
4. The date of this Agreement shall be the date latest executed by Cinnamon Cove or Kelly Greens.
5. Upon obtaining title to the roadways within Kelly Greens, Kelly Greens shall, within ten (10) days, record the Kelly Greens Roadways Access Easement Agreement attached as **Exhibit "1"** hereto which is incorporated into this Agreement.
6. Any action to enforce or defend the provisions of this Agreement, including implementation of the Kelly Greens Roadways Access Easement Agreement appended hereto, shall entitle the prevailing party to recover all costs and attorneys fees (whether incurred before the filing of suit, before trial, at trial, on appeal, or in any ancillary proceedings) from the non-prevailing party.
7. This Agreement may only be modified by a writing signed by both parties.

F3

KELLY GREENS MASTER ASSOCIATION, INC.

BY: _____
_____, President

Date: _____

CORPORATE SEAL:

ATTEST: _____
_____, Secretary

WITNESSES:

Signature

Signature

Printed Name

Printed Name

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____, as President of Kelly Greens Master Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public

Printed Name

My commission expires: _____

F4

Instrument Prepared by
and Return to: Joseph E. Adams, Esq.
Becker & Poliakoff, P.A.
14241 Metropolis Avenue, Suite 100
Fort Myers, Florida 33912

KELLY GREENS ROADWAYS ACCESS EASEMENT AGREEMENT

THIS AGREEMENT, made this ___ day of _____, _____, by and between the **Kelly Greens Master Association, Inc.**, a Florida corporation, whose address is 12300 Kelly Greens Boulevard, Fort Myers, Florida 33908, its successors and assigns (hereinafter collectively referred to as the "Grantor") and the **Cinnamon Cove Master Association, Inc.**, a Florida corporation, whose address is 11650 Caravel Circle, Fort Myers, Florida 33908, its successors and assigns (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, to enhance the safety and security within the Kelly Greens Golf and Country Club community (hereinafter "Kelly Greens"), Grantor, in accordance with applicable statutory and regulatory authority, petitioned the Lee County Board of County Commissioners to vacate and abandon the County's interest in the road rights-of-way identified in those certain recorded plats for Kelly Greens on file in the public records for Lee County, Florida; and

WHEREAS, Grantee has been duly apprised of Grantor's action to secure approval from the Lee County Board of County Commissioners regarding the vacation of the platted road rights-of-way within Kelly Greens and Grantee has no objection to Grantor's action and acknowledges same by its execution of this Agreement; and

WHEREAS, pursuant to Lee County Resolution No. _____ ("the Resolution"), Grantor owns those certain road rights-of-way collectively known as the Kelly Greens roadways within the Kelly Greens subdivision, as more particularly described in Exhibit "A" attached hereto and made apart hereof. The Kelly Greens road rights-of-way described in

F5

Exhibit "A" shall hereinafter be referred to as either the "Kelly Greens Roadways" or the "Easement Property"; and

WHEREAS, Grantee is a Florida corporation operating in accordance with the provisions of Chapter 718, Florida Statutes, with authority to act on behalf of and for the benefit of the individual unit owners of that certain condominium development located in Lee County, Florida, known as Cinnamon Cove (hereinafter "Cinnamon Cove"); and

WHEREAS, it is advantageous to both Grantor and Grantee to establish a perpetual non-exclusive roadway and access easement over and across the Kelly Greens Roadways in accordance with the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, intending to be legally bound hereby, consent to the following:

1. Grant of Roadway Access Easement. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement for access, use, passage, and/or common transportation purposes, over, upon, and across the Easement Property described in Exhibit "A" attached hereto and incorporated herein which property encompasses all of the road rights-of-way in the Kelly Greens subdivisions, ownership of which has passed to Grantor by virtue of the Resolution. This road access easement is granted for the express purpose of providing all individual unit owners within the Cinnamon Cove condominium, together with their respective tenants, guests, invitees and licensees, a continuous and binding right to utilize all Kelly Greens Roadways.

2. Maintenance of Kelly Greens Roadways. Grantor agrees and covenants to maintain and repair the Easement Property as may be required from time to time and in

F6

accordance with all conditions and stipulations enumerated in the Resolution, if any, and in any event in a condition at least comparable to the condition of the roadways on the date of the Resolution. Grantor agrees and covenants to maintain and/or repair all appurtenant improvements and/or facilities located within or upon the Easement Property, including street signs, pavement markings, street lights, and access control gates and security equipment.

3. Access Control and Extent of Easement Granted. It is specifically understood that this easement shall require Grantor to permit Cinnamon Cove unit owners (which shall include their respective tenants, guests, invitees, and licensees) to utilize all of the Kelly Greens Roadways administered by Grantor. It is further understood that Grantor intends to install access control installations, such as electronically operated gates, at various points within the roadway system, so as to preclude entry by non-authorized parties into Kelly Greens. Grantor shall be obligated, at its sole cost and expense, to ensure that the access control installations are electronically programmed in such a manner so as to be accessible by Cinnamon Cove unit owners by operation of the existing remote control transmitters (“clickers”) that are presently utilized by them to access the back entrance gate to Cinnamon Cove located at the intersection of Caravel Circle and Kelly Cove Drive. Without limitation, this includes access through any gate placed on the Kelly Greens Roadways. Further, Grantor shall be responsible, at its sole cost and expense, to ensure that the remote control transmitters utilized by Kelly Greens unit owners will not activate any gate accessing Cinnamon Cove, specifically including the aforesaid back entrance gate located at Caravel Circle and Kelly Cove Drive. In the event Cinnamon Cove, or its successors or assigns, proposes to modify, improve, replace, reconfigure or otherwise upgrade or change its existing access gate system, Grantor shall provide its reasonable cooperation and technical operating information to assist Cinnamon Cove with any such proposal. Grantor shall be responsible to promptly address any malfunction in Grantor’s access control system, it being

F7

the intent that Cinnamon Cove unit owners shall, without cost to them, be entitled access through all gates within Kelly Greens but Kelly Greens unit owners are not conferred rights of access through Cinnamon Cove. It is further understood that the easement granted to Cinnamon Cove unit owners herein includes not only vehicular access, but also rights to use the Easement Property for walking and bicycling.

4. Pedestrian Access Gates. In addition to the electronically operated access control installations identified in Paragraph 3 above, Grantor shall also install manually operated pedestrian access gates at locations as required under the governing provisions of the Lee County Land Development Code. Consistent with Grantor's intent to enhance the safety and security within the subdivision, the pedestrian access gates will require the use of a key for operation thereof. At no cost to the Grantee or to the individual unit owners within Cinnamon Cove, Grantor shall provide one key for each Cinnamon Cove unit to permit use and/or operation of the herein described pedestrian access gates. Any Cinnamon Cove unit owner may obtain a pedestrian access gate key from the Grantor by personally applying to Grantor's manager or other authorized representative of the Grantor in the Executive Office of Kelly Greens. Grantor shall maintain a written record of pedestrian access gate keys issued to Cinnamon Cove unit owners. In the event a Cinnamon Cove unit owner requests more than one pedestrian access gate key, the unit owner shall be required to reimburse Grantor the cost to duplicate and/or procure each additional key requested. Additionally, in the event a Cinnamon Cove unit owner sells or otherwise transfers or conveys its unit, said unit owner shall, prior to the sale, transfer of conveyance, either return any pedestrian access gate key(s) issued or provide written notice to the Grantor that such key(s) will be transferred to the successor owner of the unit, such notice to include the name, address, and telephone number of the successor owner. Notwithstanding the terms and conditions enumerated herein, this paragraph shall not be construed to limit or restrict

the use of the pedestrian access gates by any tenants(s), guest(s), invitee(s), or licensee(s) of any Cinnamon Cove unit owner. Any Cinnamon Cove unit owner may provide any tenant(s), guest(s), invitee(s), or licensee(s) with the pedestrian access gate key issued hereunder to facilitate the intent and purpose of this Access Easement Agreement.

5. Binding Effect. All references to the Grantor and/or the Grantee within this Agreement shall include their respective successors and/or assigns. The easement granted herein, together with the covenants, conditions, and terms of this Agreement shall run with the land and shall be binding on all successors and assigns of the parties hereto. It is the expressed intent of both the Grantor and the Grantee that the individual unit owners within Cinnamon Cove, together with their respective tenants, guests, invitees, and licensees, are intended beneficiaries of this Agreement and these beneficiaries shall be entitled to all rights and remedies under this Agreement as long as the Agreement remains in effect.

6. Indemnity. Grantor shall defend, indemnify, and hold the Grantee harmless against any and all claims, obligations, liabilities, expenses or fees, including reasonable attorneys fees and costs incurred by the Grantee (before trial, at trial, or on appeal) arising out of or resulting from any negligent act, action, inadvertence or omission of the Grantor, its agents, contractors, or employees, with respect to Grantor's obligation to operate, repair, and maintain the roads, street signs, pavement markings, street lights, access control gates, and any related and appurtenant equipment or facilities within or upon the Easement Property.

7. Recordation. This Agreement shall be recorded by the Grantor in the public records of Lee County, Florida. The real property subject to the terms of this Agreement is described in Exhibit "A" attached hereto which Exhibit is specifically made a part of this Agreement.

8. Modifications. This Agreement may be modified only by a written document signed by both the Grantor and the Grantee or their respective successors or assigns. Any purported oral modification of this Agreement shall not be valid or have any effect whatsoever.

9. Default. In the event either Grantor or Grantee fails to abide by any of the terms or provisions of this Agreement, such failure shall constitute a default and the non-defaulting party may thereafter institute legal action against the defaulting party through specific performance, declaratory or injunctive relief, monetary damages, or any other remedy provided in law or equity. In the event that Grantor or Grantee initiates or defends a legal action to enforce or interpret this Agreement, the prevailing party of any such action shall be entitled to recover from the losing party the reasonable costs and attorneys fees incurred to prosecute such action.

10. Severability. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not effect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or a failure of consideration provided hereunder.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Kelly Greens Roadways Easement Agreement effective the day and year first above written.

F11

KELLY GREENS MASTER ASSOCIATION, INC.

BY: _____ Dated: _____
_____, President

Corporate Seal

WITNESSES:

Signature

Signature

Printed Name

Printed Name

STATE OF FLORIDA)
) SS:
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this _____ day of _____, 200__ by _____ as President of Kelly Greens Master Association, Inc., a Florida Corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public

Printed Name

My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION

All of the road rights-of-way designated and depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64
KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30
KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive

Plat Book 42, Page 71-72
KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74
KELLY GREENS UNIT FOUR -

- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93
KELLY GREENS UNIT FIVE -

- Kelly Cove Drive

Plat Book 42, Page 97-98
Resubdivision of Lots 1 thru 18, Block C,
KELLY GREENS UNIT TWO

- Kelly Sands Way
- Kelly Woods Drive



KELLY GREENS GOLF & COUNTRY CLUB

12300 KELLY GREENS BOULEVARD
FORT MYERS, FL 33908

August 8, 2003

Dear Residents of The Villages at Kelly Greens:

This letter serves as formal notice of the fact that we have filed with the County a petition to vacate the roads within the boundaries of the Kelly Greens subdivision.

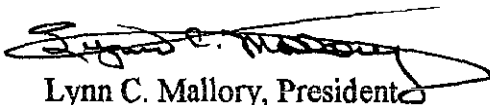
Upon the petition being approved, we will proceed with gating all four of our entrances / exits, together with installing an electronic monitoring service at the main entrance.

Rest assured that we are fully aware and sensitive to the rights of all residents of The Villages. You're access to your property will be by way of a specially programmed 'smart' transmitter.

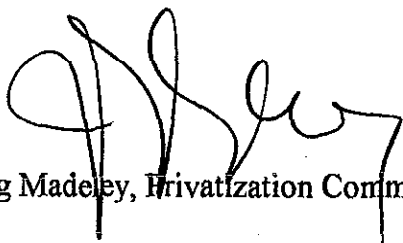
In due course, the Lee County Board of County Commissioners will conduct a public hearing on our petition. Notice of the venue, time and date will be posted in the local press.

Should you have any questions or concerns, please feel free to call our general manager, Tony Dumas. He will be more than happy to assist you.

Sincerely,



Lynn C. Mallory, President



Doug Madeley, Privatization Committee Chair

H 1

Instrument Prepared by
and Return to: Christian T. Van Hise, Esq.
Abel, Band, Russell, Collier, Pitchford
& Gordon, Chartered
240 S. Pineapple Avenue
Sarasota, Florida 34230

VILLAGES AT KELLY GREENS ACCESS EASEMENT AGREEMENT

THIS AGREEMENT, made this ___ day of _____, 2003, by and between the Kelly Greens Master Association, Inc., a Florida corporation, whose address is 12300 Kelly Greens Boulevard, Fort Myers, Florida 33908, its successors and assigns (hereinafter collectively referred to as the "Grantor") and Villages at Kelly Greens Condominium Association, Inc., a Florida corporation, whose address is 8270 College Parkway, No. 103, Fort Myers, Florida 33919, its successors and assigns (hereinafter referred to as the "Grantee").

WITNESSETH:

WHEREAS, to enhance the safety and security within the Kelly Greens Golf and Country Club community (hereinafter "Kelly Greens"), Grantor, in accordance with applicable statutory and regulatory authority, petitioned the Lee County Board of County Commissioners to vacate and abandon the County's interest in the road rights-of-way identified in those certain recorded plats for Kelly Greens on file in the public records for Lee County, Florida; and

WHEREAS, Grantee has been duly apprised of Grantor's action to secure approval from the Lee County Board of County Commissioners regarding the vacation of the platted road rights-of-way within Kelly Greens, together with the installation of access control gates at various locations within the subdivision, and Grantee has no objection to Grantor's action and acknowledges same by its execution of this Agreement; and

WHEREAS, pursuant to Lee County Resolution No. _____ (hereinafter the "Resolution"), Grantor owns those certain road rights-of-way collectively known herein as the "Kelly Greens Roadways," as more particularly described in Exhibit "A" attached

H2

hereto and made apart hereof. The rights-of-way described in Exhibit "A" shall be referred to hereinafter as either the "Kelly Greens Roadways" or the "Easement Property"; and

WHEREAS, Grantee is a Florida corporation operating in accordance with the provisions of Chapter 718, Florida Statutes, with authority to act on behalf of and for the benefit of the individual unit owners of that certain condominium development located in Lee County, Florida, known as Villages at Kelly Greens Condominium Association, Inc. (hereinafter "The Villages"); and

WHEREAS, prior to the Lee County Board of County Commissioner's adoption of the Resolution, the individual unit owners within The Villages, together with their respective tenants, guests, invitees and licensees, utilized the Kelly Greens Roadways as a means of ingress and egress; and

WHEREAS, in order to preserve and continue the access and use rights of the Kelly Greens Roadways for the benefit of the individual units owners within The Villages and their respective tenants, guests, invitees and licensees, Grantor desires to create and establish this perpetual non-exclusive easement over, upon, and across the Kelly Greens Roadways.

NOW, THEREFORE, in consideration of the foregoing recitals, the terms and conditions set forth herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, intending to be legally bound hereby, consent to the following:

1. Grant of Roadway Access Easement. Grantor hereby grants and conveys to Grantee a perpetual non-exclusive easement for access, use, passage, and/or common transportation purposes, over, upon, and across the Easement Property described in Exhibit "A," attached hereto and incorporated herein, which property encompasses all of the road rights-of-

way within the Kelly Greens subdivision. This access easement is granted for the express purpose of providing all individual unit owners within The Villages, together with their respective tenants, guests, invitees and licensees, a continuous and binding right to utilize the Easement Property as a means of ingress and egress to The Villages and for other common transportation purposes.

2. Extinguishment of Easement. If Grantee or its successors or assigns, conveys, transfers, converts, modifies, rezones, and/or otherwise seeks approval to utilize any or all of the property within The Villages for any nonresidential use, Grantor may, at its option, extinguish and/or revoke the grant of easement conveyed pursuant to this Agreement. If Grantee or its successors or assigns transfers, conveys, converts, modifies, and/or rezones any portion of the property within The Villages for any nonresidential use, Grantor may exercise its right to extinguish and revoke the grant of easement enumerated in Paragraph 1 above by providing written notice thereof to the Grantee, its successors and/or assigns, and recording an appropriate instrument in the public records of Lee County, Florida, abrogating this Agreement.

3. Maintenance and Repairs of Easement Property. Grantor agrees and covenants to maintain and repair the Easement Property as may be required from time to time and in accordance with all conditions and stipulations for maintenance enumerated in the Resolution, if any. Grantor further agrees and covenants to pay all costs associated with any maintenance and/or repairs to all appurtenant improvements and/or facilities located within or upon the Easement Property, including but not limited to, asphalt, sidewalks, street signs, pavement markings, street lights, landscaping, and access control gates and security equipment. Grantee shall have no obligation to pay any costs associated with the maintenance and/or repair of the Easement Property or any appurtenant improvements or facilities located thereon.

H4

4. Security/Access Gate System. Grantor shall be responsible for the costs associated with the operation and maintenance of the access control gates and appurtenant security equipment installed on the Kelly Greens Roadways. Notwithstanding the foregoing, Grantee and/or the individual unit owners within The Villages shall be responsible to pay for the purchase and/or replacement costs of each electronic transmitter device utilized by said unit owners, or their tenants, necessary to activate the aforementioned access control gates. Grantee and/or the individual unit owners within The Villages shall further be responsible to pay all fees or charges assessed by the access gate/security monitoring service provider related to the data input for establishing, modifying, or eliminating access authorization to third parties, fees associated with other data or information retention for the Grantee and/or the individual unit owners of The Villages, and other customary user fees or charges assessed directly by the access gate/security monitoring service provider.

5. Binding Effect. All references to the Grantor and/or the Grantee within this Agreement shall include their respective successors and/or assigns. The easement granted herein, together with the covenants, conditions, and terms of this Agreement shall run with the land and shall be binding on all successors and assigns of the parties hereto. It is the expressed intent of both the Grantor and the Grantee that the individual unit owners within The Villages, together with their respective tenants, guests, invitees, and licensees, are intended beneficiaries of this Agreement and these beneficiaries shall be entitled to all rights and remedies under this Agreement as long as the Agreement remains in effect.

6. Recordation. This Agreement shall be recorded by the Grantor in the public records of Lee County, Florida. The real property subject to the terms of this Agreement is described in Exhibit "A" attached hereto and specifically made a part of this Agreement.

HS

7. Modifications. This Agreement may be modified only by a written document signed by both the Grantor and the Grantee or their respective successors or assigns. Any purported oral modification of this Agreement shall not be valid or have any effect whatsoever.

8. Default. In the event either Grantor or Grantee fails to abide by any of the terms or provisions of this Agreement, such failure shall constitute a default and the non-defaulting party may thereafter institute legal action against the defaulting party through specific performance, declaratory or injunctive relief, monetary damages, or any other remedy provided in law or equity. In the event that Grantor or Grantee initiates or defends a legal action to enforce or interpret this Agreement, the prevailing party of any such action shall be entitled to recover from the losing party the reasonable costs and attorneys fees incurred to prosecute such action.

9. Severability. In case any one or more of the provisions contained in this Agreement shall be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein unless such unenforceable provision results in a frustration of the purpose of this Agreement or a failure of consideration provided hereunder.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement effective the day and year first above written.

H6

KELLY GREENS MASTER ASSOCIATION, INC.
a Florida Corporation

By: _____

Print Name: _____

Its: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by _____
on behalf of KELLY GREENS MASTER ASSOCIATION, INC. WITNESS my hand and
official seal in the County and State named above this ____ day of _____, 2003.

____ Personally Known
____ Identification Provided

Notary Public, State of Florida

Printed Name of Notary Public

(Seal)

47

VILLAGES AT KELLY GREENS
CONDOMINIUM ASSOCIATION, INC.
A Florida Corporation

By: *Frank J. Tyska*

Print Name: FRANK J. TYSKA

Its: RES.

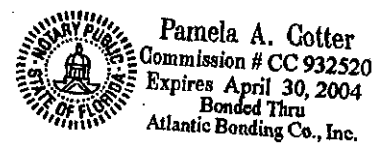
STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me by Frank J Tyska
on behalf of the VILLAGES AT KELLY GREENS CONDOMINIUM. WITNESS my hand and
official seal in the County and State named above this 29th day of December, 2003.

Personally Known
 Identification Provided

Pamela A. Cotter
Notary Public, State of Florida
Pamela A. Cotter
Printed Name of Notary Public

(Seal)



LEGAL DESCRIPTION

All of the road rights-of-way designated and depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64
KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30
KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive

Plat Book 42, Page 71-72
KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74
KELLY GREENS UNIT FOUR -

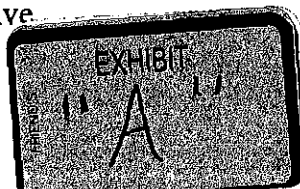
- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93
KELLY GREENS UNIT FIVE -

- Kelly Cove Drive

Plat Book 42, Page 97-98
Resubdivision of Lots 1 thru 18, Block C,
KELLY GREENS UNIT TWO

- Kelly Sands Way
- Kelly Woods Drive



THE VILLAGES

at

KELLY GREENS

December 29, 2003

Mr. Lynn Mallory, President
Kelly Greens Master Association, Inc.
12300 Kelly Greens Blvd.
Fort Myers, FL 33908

re: Kelly Greens privatization of roadways

Dear Mr. Mallory:

This letter serves to formally confirm that there is no objection by the Villages at Kelly Greens to the privatization by Kelly Greens Master Association, Inc. of the roadways within its community.

In fact, your petition to Lee County to vacate such roadways is supported by our community.

Sincerely,

The Villages at Kelly Greens

by. 

Frank Tyska, President



KELLY GREENS GOLF & COUNTRY CLUB
12300 KELLY GREENS BOULEVARD
FORT MYERS, FL 33918

January 12, 2004

Mr. Thomas J. Wegwert
Land Development Manager
Centex Homes
5801 Pelican Bay Blvd., Suite 600
Naples, FL 34108

Certified mail, return receipt requested, and
First class US mail

Dear Mr. Wegwert:

This letter serves as notification to Centex Homes of the fact that we have filed with Lee County a petition to vacate the roadways within the Kelly Greens subdivision.

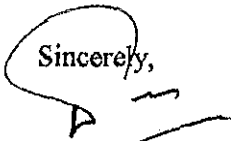
Upon the petition being approved, we will proceed with gating all four of our entrances / exits, together with installing an electronic monitoring service at the main entrance.

Rest assured that we are fully aware of, and sensitive to, the rights of Centex Homes in this regard.

As you know, our attorney is presently working with yours on the preparation of two agreements between Kelly Greens and Centex Homes. One of these will be an Access Easement Agreement which, when recorded in the County records, will protect in perpetuity the access rights of those to whom homes are sold.

Should you have any questions or concerns, please feel free to call me. I will be more than happy to assist you.

Sincerely,


Anthony A. Dumas
General Manager / COO

c: Sal Elrubaie, Lee County Development Review Representative
Christian T. Van Hise, Esq.

KELLY GREENS MASTER ASSOCIATION PHONE: (239) 466-9570 FAX: (239) 466-1016

This fax was received by GFI FAXmaker fax server. For more information, visit: <http://www.gfi.com>

L 1247 - LEE COUNTY BOARD OF
Invoice # Invoice Description

Check Date: 01/14/04

Check #: 51620

Invoice #	Invoice Description	Invoice Date	Amount	Adjustments	Net Amount
011404	PRIVATIZATION	1/14/2004	\$80,293.50	\$0.00	\$80,293.50

Kelly Greens Golf & Country Club

Detach Before Depositing

THIS CHECK IS VOID IF MICRO PRINT SIGNATURE LINE IS UNREADABLE UNDER MAGNIFICATION



Kelly Greens Golf & Country Club

12300 Kelly Greens Boulevard S.W.
Ft. Myers, FL 33908
(239) 466-9570

WACHOVIA BANK, N.A.
FORT MYERS, FLORIDA 33907
63-643/670
BRANCH 870

No. 051620

DATE	CHECK NO.	AMOUNT
01/14/04	51620	\$ 80,293.50

PAY
EXACTLY

EIGHTY THOUSAND TWO HUNDRED NINETY THREE AND 50/100 DOLLARS

PAY TO THE
ORDER OF:

LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

⑈051620⑈ ⑆067006432⑆ 2090001421997⑈

ABEL | BAND

ATTORNEYS AND COUNSELORS AT LAW

Mailing Address: P.O. Box 49948, Sarasota, FL 34230-6948

240 South Pineapple Avenue
Sarasota, FL 34236
TEL 941-366-6660
FAX 941-366-3999

WWW.ABELBAND.COM

Christian T. VanHise

Writer's Direct Line: (941) 364-2711

Direct E-mail: cvanhise@abelband.com

Please refer to our file number: 12402-1

January 16, 2003

VIA HAND DELIVERY

John Fredyma, Esquire
Assistant County Attorney
2115 Second Street, 6th Floor
Fort Myers, Florida 33902

2004 JAN 16 PM 1:25
RECEIVED BY
LEE CO. ATTORNEY

**Re: Kelly Greens Petition to Vacate
Impact Fee Credit Reimbursement and Original Utility Easements**

Dear John:

Following up on our January 12, 2004, meeting, enclosed herewith, please find the following:

- Impact Fee Credit reimbursement check for \$80,293.50
- Executed original Utility Easements
- Executed original Petition to Vacate application (new form) with revised legal description and highlighted sketch
- Copy of notification letter to Centex Homes, together with postal return receipt green card evidencing delivery of same

As we agreed at the meeting this week, Lee County will hold the enclosed check for \$80,293.50 in escrow pending the outcome of the public hearing on Kelly Greens' Petition to Vacate application. In the event the Board of County Commissioners does not approve Kelly Greens' petition, it was agreed that the impact fee credit reimbursement tendered by Kelly Greens would be returned. Alternatively, if the Board of County Commissioners approves Kelly Greens petition, the County will retain the enclosed check and all of the Kelly Cove Drive right-of-way (as designated by Lee County DOT) shall, in accordance with Kelly Greens' petition, be vacated with ownership reverting back to the Kelly Greens Master Association.

SARASOTA, FLORIDA

VENICE, FLORIDA

DENVER, COLORADO

ABEL, BAND, RUSSELL, COLLIER, PITCHFORD & GORDON, CHARTERED

John Fredyma, Esquire
January 16, 2003
Page 2

Additionally, it was agreed that the original Utility Easement instruments enclosed herewith shall be held in escrow by the County until the Board of County Commissioners has rendered its decision on Kelly Greens' Petition to Vacate application. If the petition is granted, the original Utility Easements will be recorded, with Kelly Greens assuming responsibility for all recording costs. If it is preferable to the County, a representative of Kelly Greens can be responsible for recording the Utility Easements on the public record. Otherwise, we will assume that the County will carry-out the recording with Kelly Greens having responsibility to pay the recording costs.

With regard to the requested access/maintenance easement to provide the County with continuing access to the IDD canal adjacent to Kelly Cove Drive, I will prepare a final version of this document once you have had an opportunity to review/comment on same. After I receive your comments regarding the access/maintenance easement, I will finalize the instrument and coordinate its execution by my client. Thereupon, I will direct my client to deliver the original easement to your office to be held in escrow and recorded in the same manner as the Utility Easements.

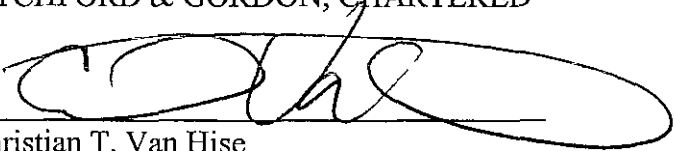
At your earliest convenience, please confirm in writing that the terms agreed to at the January 12th meeting (as outlined above) are accurate. If my understanding of the agreement reached at the meeting is incorrect, please let me know.

Should you have any questions regarding the documents enclosed herewith, please feel free to call me. Otherwise, I believe that all of the issues we discussed at the meeting and all requested documents have been submitted to the County. As such, your assistance with moving Kelly Greens' petition to "Blue Sheet" status is appreciated. It is our hope that Kelly Greens' petition can be placed on the County Commissioners Consent Agenda in February.

Thank you for your continuing assistance with this matter.

Yours truly,

ABEL, BAND, RUSSELL, COLLIER,
PITCHFORD & GORDON, CHARTERED


Christian T. Van Hise

CTV:dal

Enclosure

cc: Margaret Lawson (Lee County DOT) w/o enc.(via fax)
Ruth Keith (Lee County Development Review) w/o enc.(via fax)

Instrument Prepared by
and Return to: Christian T. Van Hise, Esq.
Abel, Band, Russell, Collier, Pitchford
& Gordon, Chartered
240 S. Pineapple Avenue
Sarasota, Florida 34230

PERPETUAL ACCESS AND MAINTENANCE EASEMENT GRANT

THIS INDENTURE is made and entered into on this ____ day of _____, 2004, by and between the **Kelly Greens Master Association, Inc.**, a Florida corporation, whose address is 12300 Kelly Greens Boulevard, Fort Myers, Florida, 33908, its successors and assigns (hereinafter collectively referred to as the "GRANTOR") and **LEE COUNTY, a political subdivision of the State of Florida** (hereinafter referred to as the "GRANTEE").

WITNESSETH:

WHEREAS, pursuant to Lee County Resolution No. _____, the Lee County Board of County Commissioners vacated and abandoned the County's interest in the road rights-of-way identified in those certain recorded subdivision plats of Kelly Greens, a subdivision lying in Section 1, Township 46 South, Range 23 East, Lee County, Florida, which plats are filed of record in the public records of Lee County; and

WHEREAS, prior to the Lee County Board of County Commissioner's adoption of Lee County Resolution No. _____, GRANTEE had access to and utilized certain road rights-of-way and contiguous and adjacent tracts within the Kelly Greens subdivision to operate, maintain, inspect, improve and repair a stormwater drainage canal generally described as Iona Drainage District Canal D2b (hereinafter the "IDD Canal"); and

WHEREAS, GRANTOR desires to create and establish this easement to preserve and permit GRANTEE continuous and uninterrupted right of access and maintenance to the IDD Canal.

NOW, THEREFORE, in consideration of the sum of ten dollars (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted:

1. GRANTOR does hereby grant to the GRANTEE, its successors and assigns, a perpetual access and maintenance easement situated in Lee County, Florida, and located and more particularly described as follows:

All of the road right-of-way for KELLY COVE DRIVE and TRACT 30 as designated or depicted in that certain plat of KELLY GREENS UNIT FIVE, Plat book 43, Pages 90 through 93, of the public records of Lee County, Florida.

2. GRANTEE, its successors, appointees, and assigns, are granted the right, privilege, and authority to access, operate, inspect, maintain and improve the IDD Canal and any and all related and necessary appurtenances, with the additional right, privilege and authority to remove, replace, repair and enlarge the stormwater drainage system, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or other obstructions when reasonably necessary for the proper maintenance and operation of the stormwater drainage system.

3. The access and maintenance easement granted herein will not be limited to any one diameter size or type and/or number of connections to other stormwater drainage systems. The area of this access and maintenance easement is reserved for continuing and uninterrupted operations and maintenance, except it may be used for walkways, roadways, or other similar uses; however, houses, buildings, carports, garages, storage sheds, and other similar type structures may never be built on this easement.

4. GRANTOR warrants that, subject to existing dedications or easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines, and telephone and cable television lines covering the land herein described, GRANTOR is lawfully seized

and possessed of said lands, having good and lawful right and power to convey,
and that the property is free and clear of all liens and encumbrances except as
recorded in the public records in and for Lee County, Florida.

5. This access and maintenance easement shall be binding upon the
parties hereto, their successors, and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the
date and year first above written.

KELLY GREENS MASTER ASSOCIATION, INC.

Keri J. Herzog
Signature of Witness

By: Lynn C. Mallory

Keri J. Herzog
Printed Name of Witness

As its: President

[Signature]
Signature of Witness

ANTHONY A. DUMAS
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 9th day of
February, 2004, by Lynn C. Mallory* who has produced the
following as identification personally known and who did take
an oath.

(Notary Seal & Commission Number)

Pamela A. Cotter
Notary Public

Pamela A. Cotter
Printed Name of Notary



Pamela A. Cotter
Commission # CC 932520
Expires April 30, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

*President of the Kelly Greens
Master Association, Inc.

LEGAL DESCRIPTION

All of the road rights-of-way designated or depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64

KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30

KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive
- Cul-de-sac on Kelly Sands Way at Tract 14 (a/k/a Kelly Pine Court)

Plat Book 42, Page 71-72

KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74

KELLY GREENS UNIT FOUR -

- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93

KELLY GREENS UNIT FIVE -

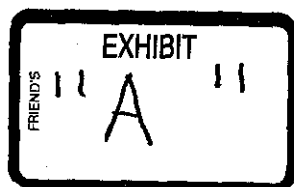
- Kelly Cove Drive
- All of Tracts 29, 33, 34 and 35 (inclusive)

Plat Book 42, Page 97-98

Resubdivision of Lots 1 thru 18, Block C,

KELLY GREENS UNIT TWO

- Kelly Sands Way
- Kelly Woods Drive



Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairman

[Type or Print Name]
Deputy Clerk

Approved as to form by: _____

County Attorney's Office

Instrument Prepared by
and Return to: Christian T. Van Hise, Esq.
Abel, Band, Russell, Collier, Pitchford
& Gordon, Chartered
240 S. Pineapple Avenue
Sarasota, Florida 34230

PERPETUAL PUBLIC UTILITY EASEMENT GRANT

THIS INDENTURE is made and entered into on this 18th day of NOVEMBER,
2003, by and between the **Kelly Greens Master Association, Inc.**, a Florida corporation,
whose address is 12300 Kelly Greens Boulevard, Fort Myers, Florida, 33908, its successors and
assigns (hereinafter collectively referred to as the "GRANTOR") and **LEE COUNTY, a**
political subdivision of the State of Florida (hereinafter referred to as the "GRANTEE").

WITNESSETH:

WHEREAS, in accordance with the provisions and authority of Chapter 316.00825,
Florida Statutes, and pursuant to the applicable provisions of the Lee County Administrative
Code, GRANTOR petitioned the Lee County Board of County Commissioners to vacate and
abandon the County's interest in the road rights-of-way identified in those certain recorded
subdivision plats of Kelly Greens, a subdivision lying in Section 1, Township 46 South, Range
23 East, Lee County, Florida, which plats are filed of record in the public records for Lee
County, Florida; and

WHEREAS, GRANTEE owns and operates utility lines, systems, equipment, pipes, and
appurtenant facilities to provide potable water, sanitary wastewater, and effluent re-use water
services to customers within the Kelly Greens subdivision; and

WHEREAS, the potable water, sanitary wastewater and effluent re-use water utility lines
and appurtenant equipment owned by GRANTEE are located in, under, and upon both the road
rights-of-way identified in the recorded subdivision plats for Kelly Greens and in, under, and
upon real property adjacent to and adjoining the aforementioned road rights-of-way; and

WHEREAS, pursuant to Lee County Resolution No. _____, the Lee County Board of County Commissioners vacated and abandoned the County's interest in all of the road rights-of-way located within the Kelly Greens subdivision which rights-of-way are more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, under the authority of Chapter 316.00825, Florida Statutes, GRANTOR is vested with ownership of the road rights-of-way described in Exhibit "A"; and

WHEREAS, prior to the Lee County Board of County Commissioner's adoption of Lee County Resolution No. _____, GRANTEE had access to and utilized the road rights-of-way described in Exhibit "A" to operate, maintain, inspect, improve, construct, replace and repair the above-described utility lines located within the Kelly Greens subdivision; and

WHEREAS, in order to preserve GRANTEE's right of access and use to the road rights-of-way described in Exhibit "A", together with all property connecting to, and adjoining any potable water, sanitary wastewater, and/or effluent re-use water utility lines or equipment located within the property described in Exhibit "A", GRANTOR desires to create and establish this perpetual public utility easement, over, upon, and across all property located within the Kelly Greens subdivision necessary to continue, without interruption, GRANTEE's herein described right of access and use.

NOW, THEREFORE, in consideration of the sum of TEN DOLLARS (\$10.00), and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted:

1. GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection system, potable water distribution system, and an effluent re-use water system, together with, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across, and through the easement which is located on the property described in Exhibit "A", with the additional right, privilege, and authority to remove, replace, repair, maintain and enlarge said systems and access, utilize, or extend any existing utility lines connecting, adjoining, or adjacent to the lines, systems, facilities, or equipment located in any portion of the property described in Exhibit "A". GRANTEE has further authority to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of any lines, mains and/or utility facilities.

3. The public utility easement granted herein shall not be limited to any particular diameter size or type and/or number of connections to other water, sewer, or effluent re-use mains for providing such services to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures shall not be constructed on or placed within this easement at any time, present or future, by GRANTOR, or its affiliated entities, heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents shall remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR covenants that it is

lawfully seized and possessed of the described real property (Exhibit "A"), having good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR will forever defend the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR, its heirs, successors, or assigns, shall assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR in violation of paragraph 3 within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under the circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.


8. GRANTEE shall have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement area described in paragraph 2 above, on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE

agrees to coordinate each activity within the easement premises in advance with the manager of the U.S. Postal Service, so as not to interfere with Postal Service operations.

9. By acceptance of this easement, GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes. If GRANTEE fails to utilize the granted easement for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement shall be extinguished pursuant to law.

10. This easement shall be binding upon the parties hereto, their successors in interest and any assigns.

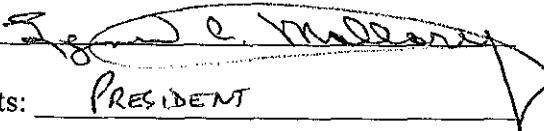
IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

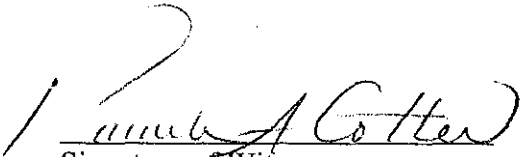


Signature of Witness

ANTHONY A. DUMAS
Printed Name of Witness

KELLY GREENS MASTER ASSOCIATION, INC.

By: 
As its: PRESIDENT


Signature of Witness

Pamela A Cotter
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 18th day of NOVEMBER, 2003, by LYNN MALLORY* who has ¹⁵ produced the following as identification personally known to me and who did take an oath.

Linda E. Rose
Notary Public

(Notary Seal & Commission Number)

LINDA E. ROSE
Printed Name of Notary



Linda E. Rose
Commission # DD104408
Expires March 28, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

*President of the Kelly Greens
Master Association, Inc.

LEGAL DESCRIPTION

All of the road rights-of-way designated and depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64

KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30

KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive

Plat Book 42, Page 71-72

KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74

KELLY GREENS UNIT FOUR -

- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93

KELLY GREENS UNIT FIVE -

- Kelly Cove Drive

Plat Book 42, Page 97-98

Resubdivision of Lots 1 thru 18, Block C,

KELLY GREENS UNIT TWO

- Kelly Sands Way
- Kelly Woods Drive



Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

[Type or Print Name]
Deputy Clerk

BY: _____
Chairman

Approved as to form by:

County Attorney's Office

LEGAL DESCRIPTION

All of the road rights-of-way designated or depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64
KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30
KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive
- Cul-de-sac on Kelly Sands Way at Tract 14 (a/k/a Kelly Pine Court)

Plat Book 42, Page 71-72
KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74
KELLY GREENS UNIT FOUR -

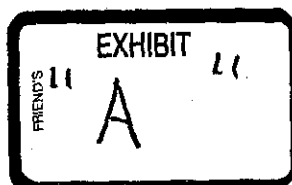
- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93
KELLY GREENS UNIT FIVE -

- Kelly Cove Drive
- All of Tracts 29, 33, 34 and 35 (inclusive)

Plat Book 42, Page 97-98
Resubdivision of Lots 1 thru 18, Block C,
KELLY GREENS UNIT TWO

- Kelly Sands Way
- Kelly Woods Drive



Instrument Prepared by
and Return to: Christian T. Van Hise, Esq.
Abel, Band, Russell, Collier, Pitchford
& Gordon, Chartered
240 S. Pineapple Avenue
Sarasota, Florida 34230

NON-EXCLUSIVE EASEMENT

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, grants and gives to **TECO-Peoples Gas**, its licensees, agents, successors, and assigns, a non-exclusive easement forever for the construction, operation and maintenance of underground utilities facilities to be maintained and installed from time to time; with the right to reconstruct, improve, add to, enlarge, and remove such facilities or any of them within an easement 10' feet in width in the easement area described as follows:

SEE ATTACHED EXHIBIT "A"

Together with the right to permit any person, firm or corporation to lay cable and conduit within the easement and to operate the same for power transmission and 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; 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 grant, to the fullest extent, the undersigned as 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, encompassing or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on

January, 16, 2004.

GRANTOR

KELLY GREENS MASTER ASSOCIATION, INC.

Linda Macenas
Signature of Witness

By: [Signature]
As its: President

Linda Macenas
Printed Name of Witness

[Signature]
Signature of Witness

LINDA E. ROSE
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 16th day of January, 2004, by Lynn C Mallory* who has produced the following as identification Personally known and who did take an oath.

(Notary Seal & Commission Number)

[Signature]
Notary Public
Pamela A Cotter
Printed Name of Notary



Pamela A. Cotter
Commission # CC 932520
Expires April 30, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

*President of the Kelly Greens
Master Association, Inc.

LEGAL DESCRIPTION

All of the road rights-of-way designated or depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64
KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30
KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive
- Cul-de-sac on Kelly Sands Way at Tract 14 (a/k/a Kelly Pine Court)

Plat Book 42, Page 71-72
KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74
KELLY GREENS UNIT FOUR -

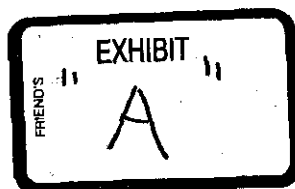
- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93
KELLY GREENS UNIT FIVE -

- Kelly Cove Drive
- All of Tracts 29, 33, 34 and 35 (inclusive)

Plat Book 42, Page 97-98
Resubdivision of Lots 1 thru 18, Block C,
KELLY GREENS UNIT TWO

- Kelly Sands Way
- Kelly Woods Drive



Instrument Prepared by
and Return to: Christian T. Van Hise, Esq.
Abel, Band, Russell, Collier, Pitchford
& Gordon, Chartered
240 S. Pineapple Avenue
Sarasota, Florida 34230

EASEMENT

In consideration of ten dollars (\$10.00) in hand paid, the receipt whereof is hereby acknowledged, the **Kelly Greens Master Association, Inc., a Florida corporation** (“Grantor”) does hereby grant unto **SPRINT FLORIDA INCORPORATED**, their associated and allied companies, their respective successors, assignees, lessees and agents, the joint right and easement to lay, install, construct, re-construct, erect, repair, perpetually maintain, operate and remove their telephone systems, with all necessary conduits, wires, cables, fixtures, surface movements, manholes and appurtenances upon, across and under the property owned by the **Grantor** situated in Section 1, Township 46 South, Range 23 East, County of Lee.

This easement shall specifically cover the real property described as:

SEE EXHIBIT “A”

Said easement includes the right, at any time and for any purpose herein specified, of ingress - egress from the site occupied or to be occupied by said systems. It is especially provided, however, that all damage to property including sod, asphalt, and the like caused by laying, constructing, installing, re-constructing, operating, maintaining, or removing said systems shall be paid by said company performing the work.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 16th
day of January, 2004.

KELLY GREENS MASTER ASSOCIATION, INC.

Linda Macenas
Signature of Witness

Linda Macenas
Printed Name of Witness

By: [Signature]
As its: President

Linda E. Rose
Signature of Witness

LINDA E. ROSE
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 16th day of
January, 2004, by Lynn C Mallory* who has produced the
following as identification Personally known and who did take
an oath.

(Notary Seal & Commission Number)

[Signature]
Notary Public

Pamela A Cotter
Printed Name of Notary



Pamela A. Cotter
Commission # CC 932520
Expires April 30, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

*President of the Kelly Greens
Master Association, Inc.

LEGAL DESCRIPTION

All of the road rights-of-way designated or depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64
KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30
KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive
- Cul-de-sac on Kelly Sands Way at Tract 14 (a/k/a Kelly Pine Court)

Plat Book 42, Page 71-72
KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74
KELLY GREENS UNIT FOUR -

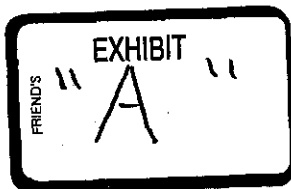
- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93
KELLY GREENS UNIT FIVE -

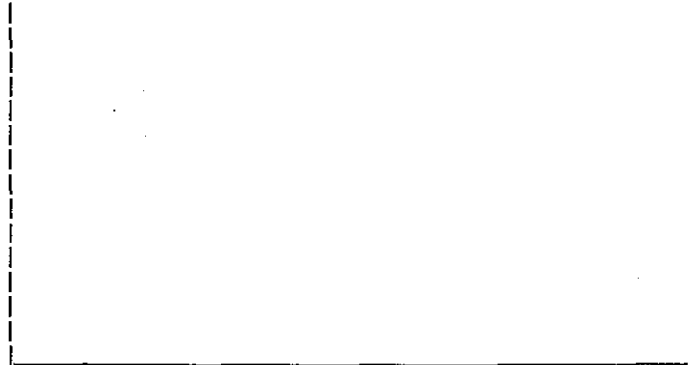
- Kelly Cove Drive
- All of Tracts 29, 33, 34 and 35 (inclusive)

Plat Book 42, Page 97-98
Resubdivision of Lots 1 thru 18, Block C,
KELLY GREENS UNIT TWO

- Kelly Sands Way
- Kelly Woods Drive



Instrument Prepared by
and Return to: Christian T. Van Hise, Esq.
Abel, Band, Russell, Collier, Pitchford
& Gordon, Chartered
240 S. Pineapple Avenue
Sarasota, Florida 34230



EASEMENT
(Cable Television and Communications Service)

THIS EASEMENT FOR CABLE TELEVISION AND COMMUNICATIONS

SERVICE (this "Easement Agreement") is made effective the 16th day of January, 2004, by the **Kelly Greens Master Association, Inc., a Florida corporation** (hereinafter referred to as "**Grantor**"), whose address is 12300 Kelly Greens Boulevard, Fort Myers, Florida 33908, and **Comcast Cablevision of West Florida, Inc., a Delaware corporation** (hereinafter referred to as "**Grantee**"), whose post office address is 5205 Fruitville Road, Sarasota, Florida 34232.

WITNESSETH:

WHEREAS, Grantor is vested with certain rights and obligations relating to the management and operation of the Kelly Greens Golf and Country Club (hereinafter the "Subdivision") pursuant to the provisions of Chapter 617, Florida Statutes, and under the authority of the Amended and Restated Articles of Incorporation, Declaration and By-Laws of the Kelly Greens Master Association, Inc., recorded in Official Record Book 3395, page 4880 of the public records of Lee County, Florida (the "Declaration"); and

WHEREAS, Grantee desires to obtain an easement for cable vision and communication to service the Subdivision; and

WHEREAS, Grantor has determined that it is in the best interest of the Subdivision to grant to Grantee upon the terms and conditions set forth below, such easement upon, under, and across the common area property within the Subdivision as said property is described in the Declaration, together with the real property described in **Exhibit "A,"** attached hereto and incorporated herein (collectively, the "Easement Area").

NOW, THEREFORE, in consideration of the sum of (\$10.00) ten dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors, and assigns, a non-exclusive easement upon, under and across the Easement Area for ingress and egress for the purpose of constructing, - installing, maintaining, operating, repairing, replacing, relocating and upgrading Grantee's cable television and other underground communications facilities (including, without limitation, underground: wires, conduits, connectors and related equipment) and services installed or to be installed from time to time, together with the right to reconstruct, improve, add to and remove any such facilities; provided, however, that in making any excavation upon or within the Easement Area, Grantee shall make same in such manner as will cause the least disturbance to the Easement Area around such excavation area and shall replace the earth so removed/disturbed and restore such area to as near to the same condition that existed immediately prior to such excavation as is practicable. Grantee acknowledges that, except for facilities that are generally required to be above ground such as pedestals, and have been approved by Grantor, any and all cable and communication facilities shall be installed underground and in such fashion to ensure there will be no visual intrusion with any improvements installed (or to be installed) by Grantor, its successors or assigns on the Easement Area. This easement shall be for the benefit of Grantee and its lawful successors and assigns and shall be binding upon Grantor and its lawful successors and assigns.

Initially, the Easement Area shall be a blanket easement, but as the locations of the improvements are ascertained, the Easement Area shall be reduced to specific easement areas that do not interfere with the construction, use and occupancy of any residential buildings and improvements constructed or to be constructed thereon and no greater than those reasonably necessary to enable Grantee to provide the cable television and video programming services related thereto to all units and/or properties within the Subdivision. Notwithstanding anything to the contrary herein contained, the area within any individual parcel, property or units within the Subdivision shall not be part of the Easement Area. Grantor shall have the unilateral right to reduce the Easement Area as originally provided for herein to such specific easements as are reasonably necessary and sufficient to enable Grantee to provide cable vision and communications service to the Subdivision.

Grantor hereby covenants with Grantee that Grantor has good right and legal authority to grant the easement created hereby.

Except to the extent that the Easement Area has been granted to, or is shared with, or subsequent to the date hereof, is granted to or shared with Lee County, other governmental bodies, utility providers, or other service providers, this is a private easement between Grantor and Grantee and neither the general public nor any purchaser of property encumbered by this easement shall acquire any right, title or interest in or to the easement created hereby further, the Easement Agreement and this easement created hereby may be modified or vacated by mutual written agreement of the parties hereto and their respective successors and/or assigns without written notice to the general public or any purchaser of property unencumbered by the Easement Agreement or the easement created hereby.

Grantee, by acceptance of the easement created hereby, agrees for itself, its successors and assigns, not to interfere at any time with the right of ingress or egress of Grantor, its

successors or assigns, or any other party requiring access to any of the Easement Area or to any properties abutting the Easement Area. Grantee shall comply with all laws, rules, regulations and requirements of all governmental authorities pertaining to the installation and maintenance of the cable vision and communications services. Grantee shall not permit any liens, assessments, charges or other encumbrances to be filed against the Easement Area and Grantee agrees to defend and hold Grantor harmless against any such liens, assessments, charges or encumbrances.

This easement and the rights granted hereby shall run with the land for so long as Grantee, its successors, or assigns, provides cable television service to the Subdivision.

At such time as this easement and the rights granted hereby are terminated in accordance with the immediately preceding paragraph, or at such earlier time as Grantee, in its sole determination, no longer requires the use of the easement created hereby or, at such time Grantee's rights to use the easement granted herein is properly terminated, Grantee shall execute an instrument for recordation in the public records of Lee County, Florida, forever terminating and vacating its rights to the easement created hereby and all relevant parts hereof.

Grantor hereby expressly reserves the right to specify which portions of the Easement Area shall be used by Grantee for all or any portion of the communication facilities.

Grantor hereby expressly reserves for itself and its successors and assigns the unilateral right to change and amend the real property comprising the Easement Area, as the same currently exists and as the same may hereafter be amended, so long as the real properties comprising the Easement Area, as may be amended in accordance with this paragraph, will continue to permit the properties benefited by this easement to receive the cable television and video programming services related thereto as contemplated.

IN WITNESS WHEREOF, Grantor has executed and delivered this easement in its name and, by its proper officers, before the undersigned witnesses, has executed this easement on this 16th day of January, 2004.

GRANTOR

KELLY GREENS MASTER ASSOCIATION, INC.

Linda Macenas
Signature of Witness

By: Lynn C. Mallory
As its: President

Linda Macenas
Printed Name of Witness

Linda E. Rose
Signature of Witness

LINDA E. ROSE
Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was signed and acknowledged before me this 16th day of January, 2004, by Lynn C. Mallory* who has produced the following as identification Personally known and who did take an oath.

(Notary Seal & Commission Number)

Pamela A. Cotter
Notary Public
Pamela A. Cotter
Printed Name of Notary



Pamela A. Cotter
Commission # CC 932520
Expires April 30, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

*President of the Kelly Greens
Master Association, Inc.

LEGAL DESCRIPTION

All of the road rights-of-way designated or depicted on the plats for KELLY GREENS, a subdivision located in Section 1, Township 46 South, Range 23 East, Lee County, Florida, recorded in the public records of Lee County, Florida, in the following Plat Books:

Plat Book 38, Pages 61-64

KELLY GREENS UNIT ONE - A

- Kelly Palm Drive
- Kelly Greens Boulevard
- Kelly Sands Way

Plat Book 40, Pages 24-30

KELLY GREENS UNIT TWO -

- Kelly Greens Boulevard
- Kelly Bay Court
- Kelly Sands Way
- Kelly Cove Drive
- Kelly Woods Drive
- Cul-de-sac on Kelly Sands Way at Tract 14 (a/k/a Kelly Pine Court)

Plat Book 42, Page 71-72

KELLY GREENS UNIT THREE -

- Kelly Woods Drive

Plat Book 42, Pages 73-74

KELLY GREENS UNIT FOUR -

- Kelly Woods Drive
- Kelly Cove Drive (unnamed but depicted)

Plat Book 43, Pages 90-93

KELLY GREENS UNIT FIVE -

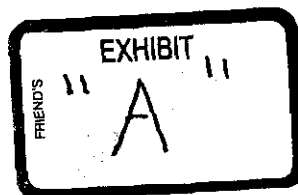
- Kelly Cove Drive
- All of Tracts 29, 33, 34 and 35 (inclusive)

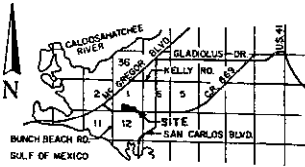
Plat Book 42, Page 97-98

Resubdivision of Lots 1 thru 18, Block C,

KELLY GREENS UNIT TWO

- Kelly Sands Way
- Kelly Woods Drive





LOCATION MAP

KELLY GREENS UNIT ONE - A

A SUBDIVISION LYING IN
SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
OCTOBER 1986

PLAT BOOK 38 PG. 61

DESCRIPTION

PART OF THE SOUTH HALF (S. 1/2) OF SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 1; THENCE RUN N.00°51'46"W ALONG THE WEST LINE OF SAID SOUTHEAST QUARTER (S.E. 1/4) FOR 180.00 FEET TO A POINT IN THE NORTHERLY RIGHT OF WAY LINE OF SUMMERLIN ROAD, C.R. # 868 SAID POINT BEING THE POINT OF BEGINNING; THENCE RUN S.89°24'59"W ALONG SAID NORTHERLY LINE FOR 355.50 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY ALONG SAID NORTHERLY LINE FOR 645.72 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 5949.50 FEET (CHORD BEARING S. 83°44'54"W, CHORD DISTANCE OF 649.39 FEET); THENCE RUN S.82°55'10"W ALONG SAID NORTHERLY LINE FOR 320.00 FEET; THENCE RUN SOUTHWESTERLY ALONG SAID NORTHERLY LINE FOR 94.41 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5608.58 FEET (CHORD BEARING N. 83°10'15"W, CHORD DISTANCE OF 114.41 FEET); THENCE RUN N.07°24'30"W FOR 30.88 FEET; THENCE RUN NORTHEASTERLY FOR 35.28 FEET ON THE ARC OF A CURVE CONCAVE NORTHWESTERLY HAVING A RADIUS OF 35000 FEET (CHORD BEARING N. 52°29'10"E, CHORD DISTANCE OF 85.00 FEET) TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY FOR 250.43 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 220.00 FEET (CHORD BEARING N. 87°06'19"E, CHORD DISTANCE OF 344.08 FEET); THENCE RUN N.80°58'58"W FOR 30.00 FEET; THENCE RUN EASTERLY FOR 55.16 FEET ON THE ARC OF CURVE CONCAVE SOUTHERLY HAVING A RADIUS OF 310.00 FEET (CHORD BEARING S. 86°12'18"E, CHORD DISTANCE OF 55.11 FEET); THENCE RUN N.01°05'21"W FOR 140.00 FEET; THENCE RUN N. 89°54'39"E, FOR 25.00 FEET; THENCE RUN N. 31°05'05"E, FOR 81.00 FEET; THENCE RUN N. 83°11'20"E, FOR 539.80 FEET; THENCE RUN S. 83°34'42"E, FOR 242.00 FEET; THENCE RUN N. 88°54'39"E, FOR 872.63 FEET TO A POINT ON THE WEST LINE OF THE SOUTHEAST QUARTER (S.E. 1/4) OF SAID SECTION 1; THENCE RUN S.00°51'46"E, ALONG SAID WEST LINE, FOR 292.00 FEET; THENCE RUN N. 88°54'39"E, FOR 22.74 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY FOR 241.05 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 552.91 FEET (CHORD BEARING S. 83°50'31"E, CHORD DISTANCE OF 240.40 FEET) TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY FOR 121.47 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET (CHORD BEARING N. 89°54'16"E, CHORD DISTANCE OF 120.18 FEET) TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY FOR 102.81 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 406.82 FEET (CHORD BEARING N. 81°36'15"E, CHORD DISTANCE OF 102.89 FEET); THENCE RUN N. 89°54'16"E, FOR 323.10 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHEASTERLY FOR 47.12 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET (CHORD BEARING N. 43°54'18"E, CHORD DISTANCE OF 42.43 FEET); THENCE RUN N. 01°05'45"W FOR 385.81 FEET; THENCE RUN N. 89°54'16"E, FOR 30.00 FEET; THENCE RUN S. 01°05'45"E, FOR 385.81 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY FOR 47.12 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET (CHORD BEARING S. 46°05'43"E, CHORD DISTANCE OF 42.43 FEET); THENCE RUN S. 01°05'45"E, FOR 70.60 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF SUMMERLIN ROAD, C.R. # 868; THENCE RUN S. 89°54'15"W ALONG SAID NORTHERLY LINE FOR 586.67 FEET TO THE POINT OF BEGINNING.

TRACT HEREIN DESCRIBED CONTAINS 18.00 ACRES.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT JAMES A. BERNET, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED THIS PLAT OF KELLY GREENS UNIT ONE - A TO BE MADE AND DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC, ALL PUBLIC UTILITY EASEMENTS, EASEMENTS, ROAD RIGHTS-OF-WAY SHOWN HEREON, HEREBY REVOKING AND ABROGATING ANY PLAT OR PLATS OF ANY PART OF SAID LANDS HERETOFORE MADE.

IN WITNESS WHEREOF, JAMES A. BERNET, THE OWNER OF THE LANDS DESCRIBED HEREON, HAS CAUSED THIS DEDICATION TO BE MADE AND WITNESSED THIS 7TH DAY OF December, A.D. 1986.

Wayne J. Woodard WITNESS
Robert H. Brown WITNESS

James A. Bernet
JAMES A. BERNET

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME, JAMES A. BERNET, THE OWNER OF THE LANDS DESCRIBED HEREON, TO ME KNOWN TO BE THE PERSON DESCRIBED IN AND WHO EXECUTED THE FOREGOING DEDICATION AND HE ACKNOWLEDGED THE EXECUTION THEREOF TO BE HIS FREE ACT AND DEED FOR THE USES AND PURPOSES THEREIN MENTIONED AND HAS AFFIXED THERE TO HIS HAND, WITNESS MY HAND AND OFFICIAL SEAL IN SAID COUNTY AND STATE THIS 7TH DAY OF December, A.D. 1986.

Wayne J. Woodard
NOTARY PUBLIC, STATE OF FL, AT LARGE
MY COMMISSION EXPIRES 12-30-87, A.D. 1987

APPROVALS

THIS PLAT, APPROVED THIS 2ND DAY OF January, A.D. 1986, IN AN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA.

Bill Russell CHAIRMAN
James H. Hall COUNTY ATTORNEY
Robert H. Brown DIR. COMM. DEVELOPMENT

Charlie Green CLERK
Robert H. Brown CO. ENGINEER
C. GREEN

I HEREBY CERTIFY THAT THIS PLAT OF KELLY GREENS UNIT ONE - A HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES.

I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD THIS 12TH DAY OF February, A.D. 1986, AND DULY RECORDED IN PLAT BOOK 38 AT PAGE 61 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Charlie Green
CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA.

SURVEYORS CERTIFICATE

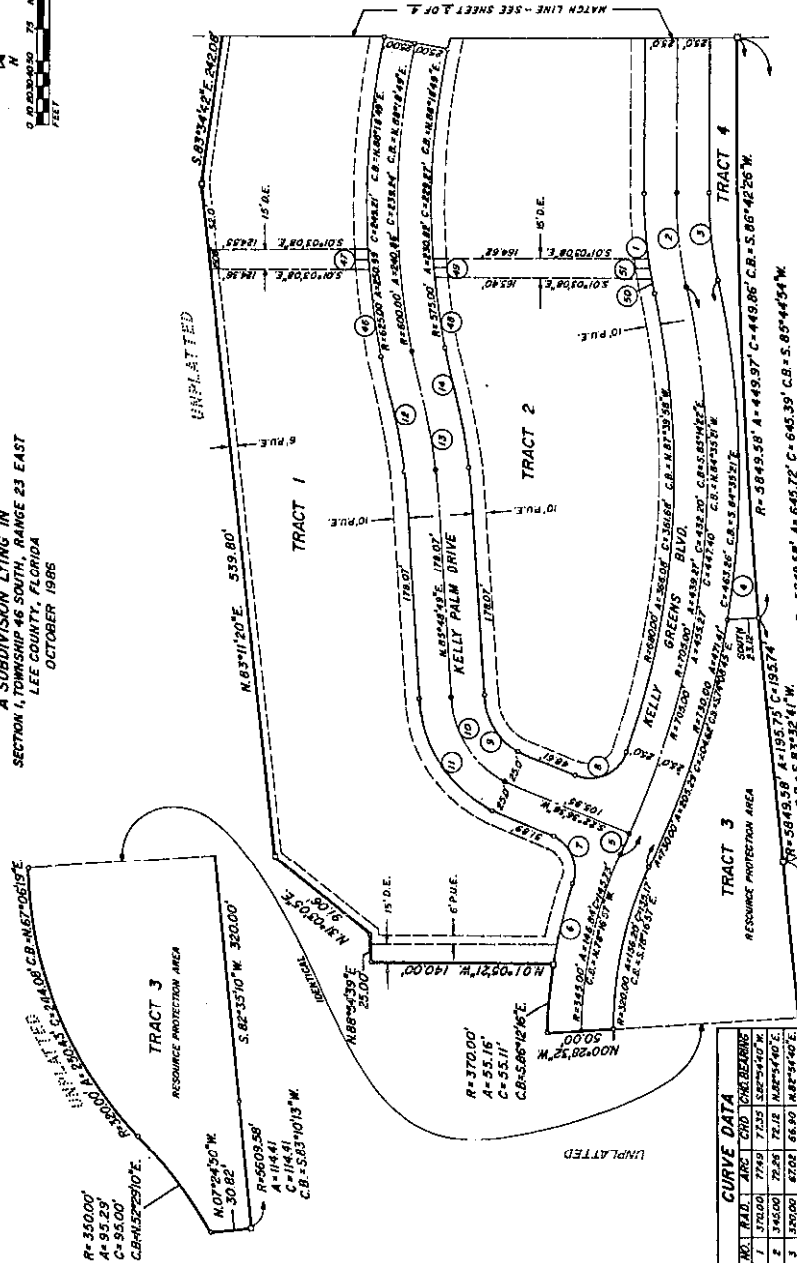
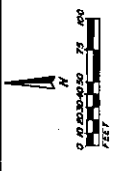
I HEREBY CERTIFY THAT THE ATTACHED PLAT OF KELLY GREENS UNIT ONE - A, A SUBDIVISION, IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LAND ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES.

Wayne J. Woodard
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 2469
DATE Nov 18, 1986

SHEET 1 OF 4
JORGENSEN SURVEYING INC.
1334 LAFAYETTE STREET
CAPE CORAL, FLA. 33904

KELLY GREENS UNIT ONE - A

A SUBDIVISION LYING IN
SECTION 4, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
OCTOBER 1986



NO.	RAID	ARC	CHD	CHG	BEARING
1	370.00	79.90	71.55	32°54'40\"/>	
2	370.00	79.25	72.12	148°54'40\"/>	
3	320.00	67.02	66.80	148°54'40\"/>	
4	170.00	266.12	266.65	148°54'40\"/>	
5	170.00	16.00	16.00	369°44'00\"/>	
6	370.00	65.05	64.97	57°03'34\"/>	
7	30.00	44.78	40.74	123°22'32\"/>	
8	30.00	49.87	45.18	112°44'05\"/>	
9	30.00	55.58	52.40	112°44'05\"/>	
10	74.00	82.73	78.60	112°44'05\"/>	
11	140.00	110.31	104.80	112°44'05\"/>	
12	170.00	140.32	130.23	112°44'05\"/>	
13	170.00	142.29	134.03	112°44'05\"/>	
14	125.00	96.17	96.07	112°44'05\"/>	
15	125.00	70.01	69.97	112°44'05\"/>	
16	125.00	15.06	15.06	112°44'05\"/>	
17	170.00	15.06	15.00	112°44'05\"/>	
18	170.00	15.06	15.00	112°44'05\"/>	
19	170.00	15.18	15.23	112°44'05\"/>	
20	170.00	15.18	15.18	112°44'05\"/>	

CURVE DATA

BEARING REFERENCE
BEARINGS SHOWN WERE TAKEN FROM PLANS OF
STREET ROAD AND REFLECTING THE SOUTH LINE OF
THE EAST HALF OF SECTION 1 AND THE CENTERLINE
OF SR 409 AS S 89° 54' 10\"/>

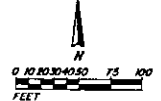
LEGEND

- CURVE NUMBER
- PERMANENT REFERENCE MONUMENT
- PERMANENT CONTROL POINT
- IRON PIN
- D.E. DRAINAGE EASEMENT
- P.U.E. PUBLIC UTILITY EASEMENT

SHEET 2 OF 4
JORGENSEN SURVEYING, INC.
1334 LAURETTE STREET
CAPE CORAL, FLA. 33904

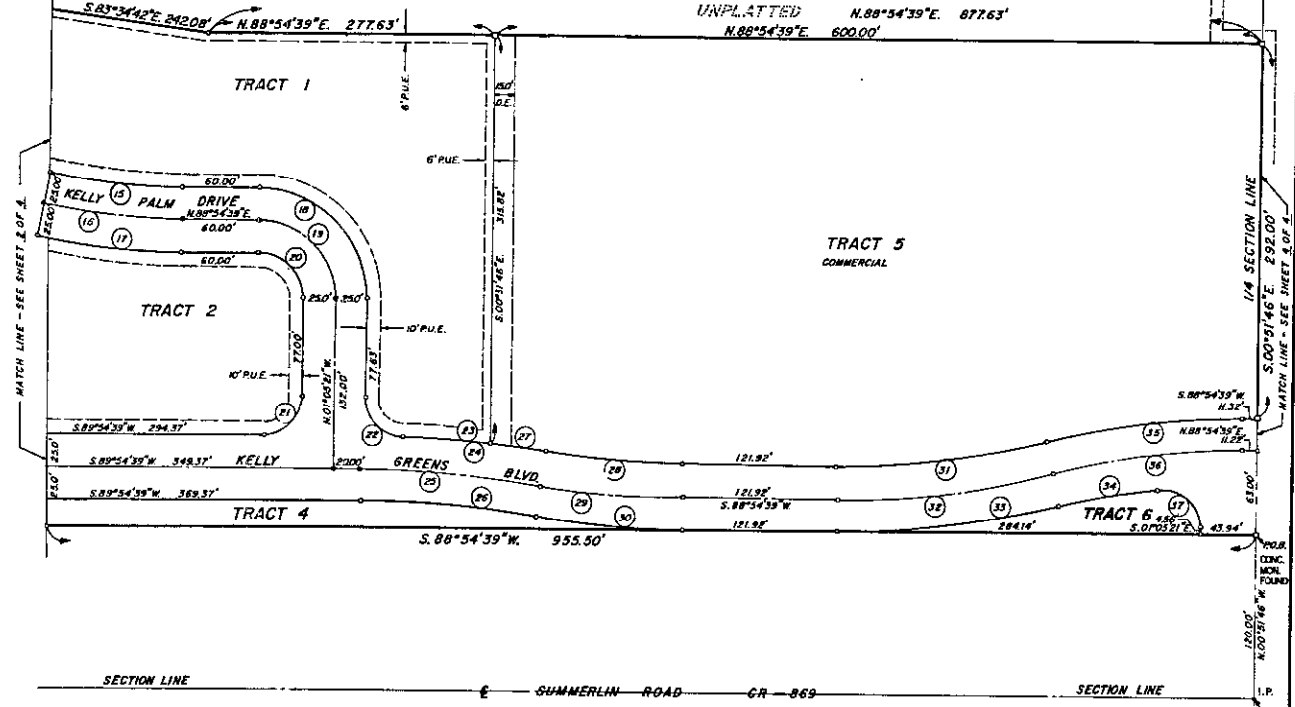
KELLY GREENS UNIT ONE-A

A SUBDIVISION LYING IN
SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
OCTOBER 1986



CURVE DATA				
NO.	RAD.	ARC	CHD	CHD BEARING
15	575.00	108.42	109.25	N.85°38'16"W
16	600.00	114.17	114.00	N.83°38'16"W
17	625.00	118.93	118.73	N.81°38'16"W
18	65.00	133.53	120.21	N.46°05'27"W
19	60.00	94.25	84.85	N.46°05'27"W
20	35.00	54.88	49.50	N.46°05'27"W
21	30.00	47.12	42.43	S.43°54'39"W
22	30.00	46.04	41.63	N.43°01'77"W
23	939.31	70.67	70.68	N.86°51'54"W
24	838.31	113.83	113.58	N.88°13'17"W
25	914.31	143.65	143.60	N.89°33'28"W
26	829.31	139.72	139.58	S.86°35'22"W
27	939.31	42.98	42.98	S.83°24'01"E
28	685.00	107.60	107.49	S.86°33'21"E

29	710.00	111.53	111.41	N.86°13'21"W
30	735.00	115.43	115.33	N.86°13'51"W
31	685.00	163.39	163.00	S.82°04'38"W
32	710.00	168.33	168.83	S.82°04'38"W
33	735.00	175.32	174.90	S.82°04'38"W
34	607.12	78.44	78.38	S.78°56'46"W
35	687.12	156.74	156.37	S.82°04'40"W
36	632.12	150.79	150.42	S.82°04'40"W
37	30.00	30.40	44.68	N.49°13'17"W



BEARING REFERENCE
BEARINGS SHOWN WERE TAKEN FROM PLANS OF STATE ROAD 869 REFLECTING THE SOUTH LINE OF THE EAST HALF OF SECTION 1 AND THE CENTERLINE OF SR 869 AS S. 88° 54' 15" W.

- LEGEND**
- CURVE NUMBER
 - PERMANENT REFERENCE MONUMENT
 - PERMANENT CONTROL POINT
 - ◇ IRON P.M.
 - D.E. DRAINAGE EASEMENT
 - P.U.E. PUBLIC UTILITY EASEMENT

S.W. COR., S.E. 1/4
SEC. 1, T. 46S, R. 23E

SHEET 3 OF 4
JORGENSEN SURVEYING INC.
1334 LAFAYETTE STREET
CAPE CORAL, FLA. 33904

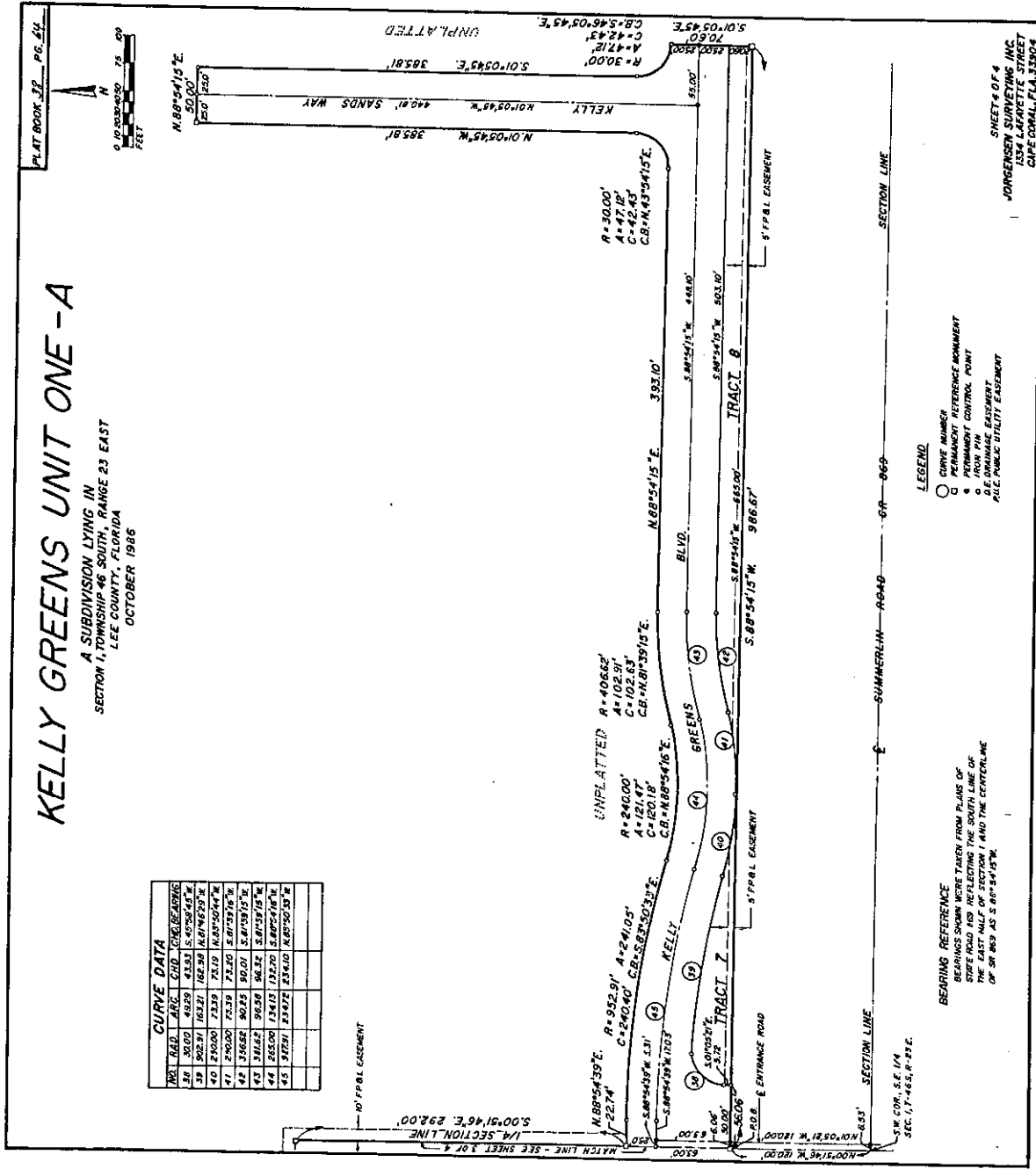
KELLY GREENS UNIT ONE - A

A SUBDIVISION LYING IN
SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA
OCTOBER 1986

PLAT BOOK JP PG. 54



NO.	RAD.	ARC.	CHD.	BEARING
38	30.00	49.59	43.53	S. 6° 58' 45" E.
39	302.37	163.21	162.38	N. 61° 04' 27" W.
40	290.00	73.39	73.19	N. 89° 50' 44" W.
41	290.00	73.39	73.19	S. 0° 09' 16" N.
42	316.62	302.35	302.01	S. 81° 59' 15" W.
43	316.62	302.35	302.01	S. 81° 59' 15" W.
44	255.00	134.13	132.70	S. 80° 54' 15" W.
45	312.51	234.72	234.10	N. 88° 54' 15" E.



- LEGEND**
- CURVE NUMBER
 - REFERENCE MONUMENT
 - PERMANENT CONTROL POINT
 - IRON PIN
 - E. DRAINAGE EASEMENT
 - P.U. PUBLIC UTILITY EASEMENT

BEARING REFERENCE
BEARINGS SHOWN WERE TAKEN FROM PLANS OF THE EAST HALF OF THE SOUTH LINE OF THE EAST HALF OF THE CENTERLINE OF SW 1/4 AS S. 80° 54' 15" W.

SHEETS OF 4
JORGENSEN SURVEYING INC
1534 LAFALETTE STREET
CAPE CORAL, FLA. 33904

JOHNSON SURVEYING, INC.
 1329 LAVANETTE STREET
 CAPE CORAL, FLORIDA 33904
 NOVEMBER, 1987

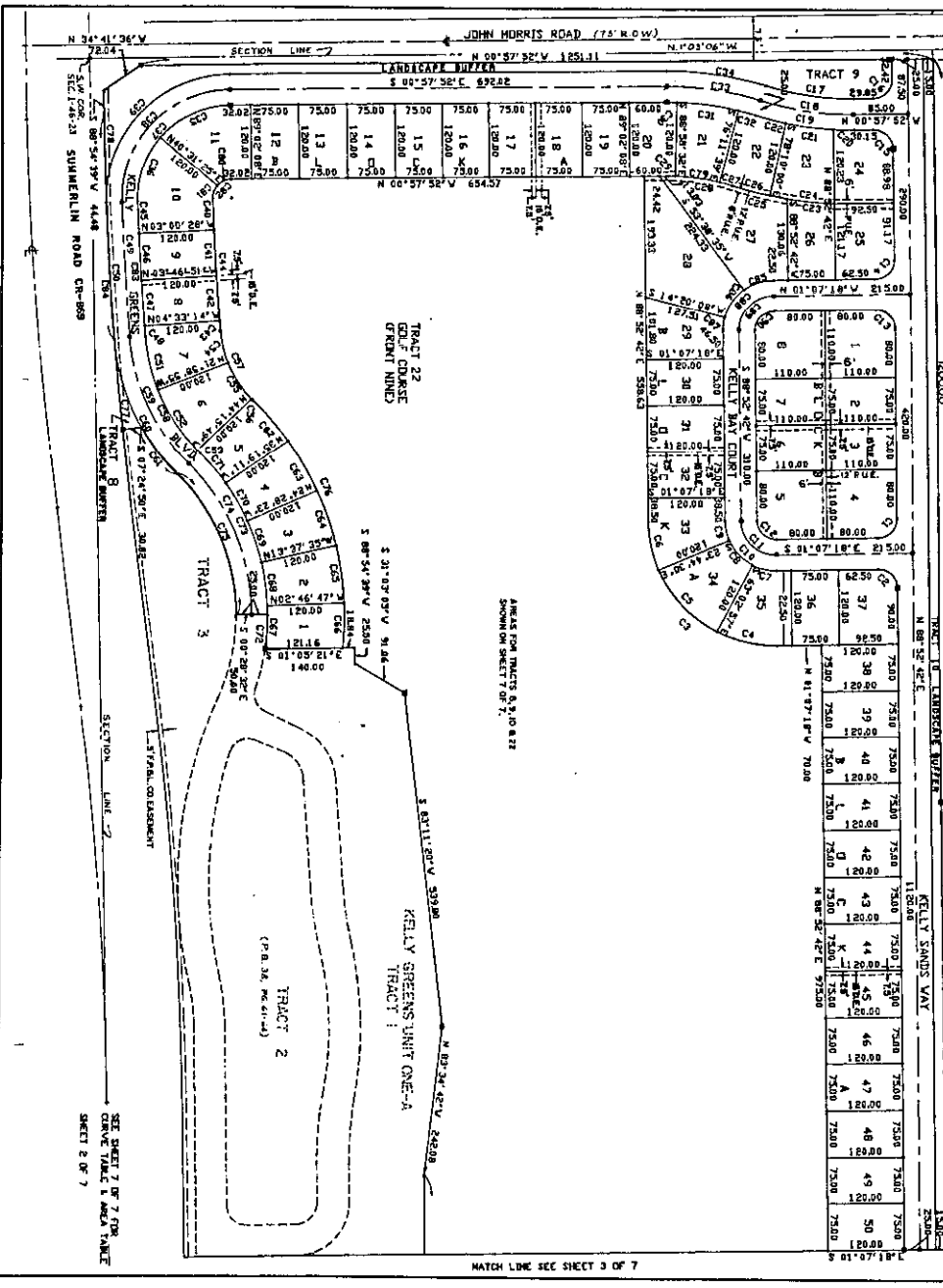
KELLY GREENS UNIT TWO

PLAT BOOK 110 PG. 25

NOTES: 1. MEASUREMENTS SHOWN ARE TAKEN FROM RECORD PLAT OF KELLY GREENS UNIT ONE, AS RECORDED IN PLAT BOOK 98 PAGES 41 THROUGH 44.
 2. A 10 FOOT UTILITY EASEMENT (G.U.E.) IS RESERVED ALONG THE WESTERLY BOUNDARY OF THE SITE LINE OF EACH HOUSEHOLD UNIT TRACT. OTHER EASEMENTS ARE AS SHOWN.
 3. THE SURVEYING ENGINEER HAS CONDUCTED VISUAL INSPECTIONS ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
 LEE COUNTY, FLORIDA
 UNPLATTED
 NBR 5242E 262233

LEGEND:
 C2 - DRIVE NUMBER
 O - PERMANENT REFERENCE MONUMENT (GRAB)
 X - PERMANENT REFERENCE POINT (GRAB)
 PL - PUBLIC UTILITY EASEMENT



MATCH LINE SEE SHEET 3 OF 7

KELLY GREENS UNIT TWO

JORGENSEN SURVEYING, INC.
1000 WEST 10TH STREET
CAPE CORRAL, FLORIDA 33904
NOVEMBER, 1987

PLAT BOOK 490 PG. 26

SECTION I, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA

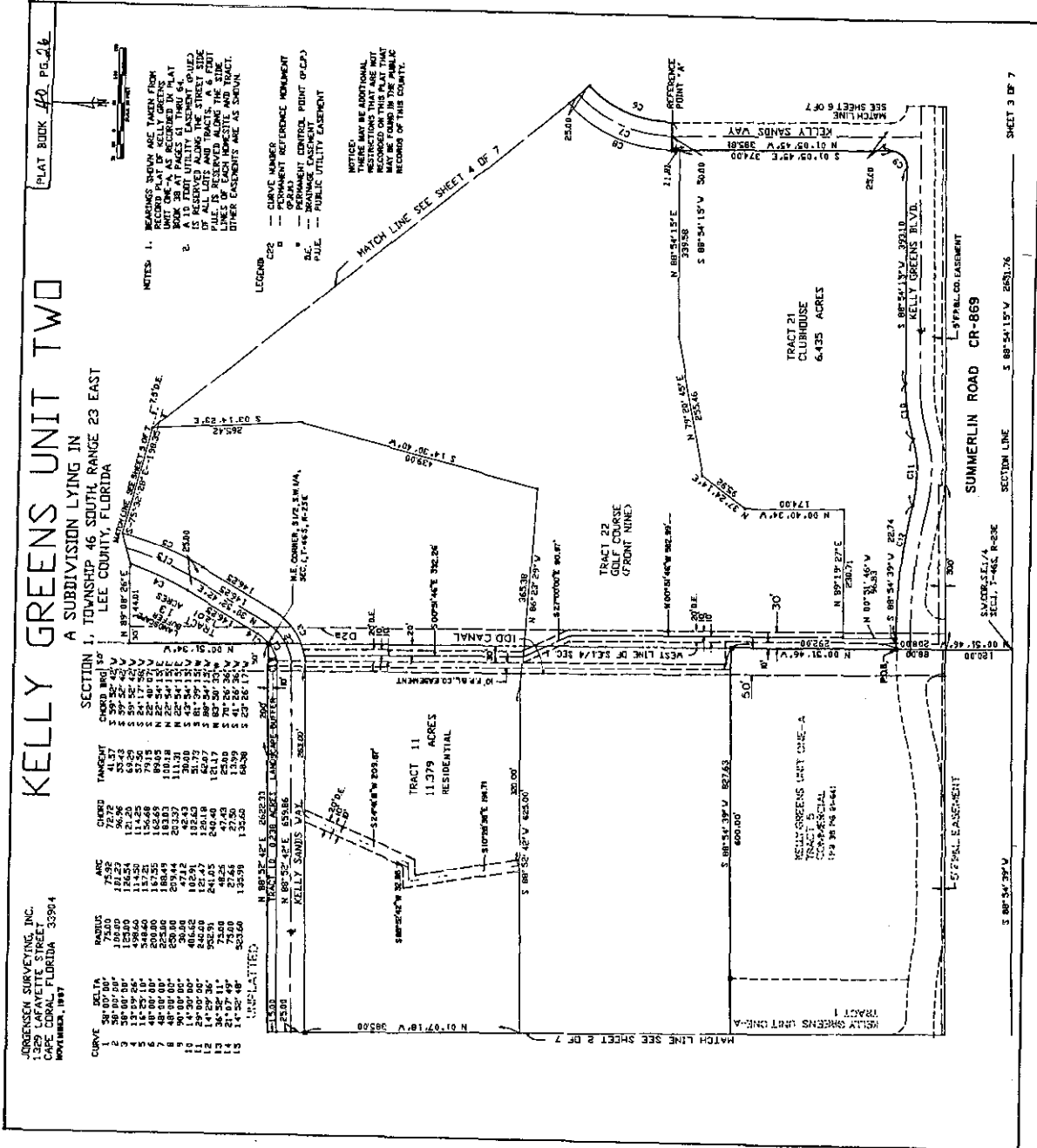
CURVE	DELTA	RADIUS	ARC	CHORD	TANGENT	CHORD BEARING
1	50°00'00"	100.00	157.08	56.25	41.27	S 89°28'25" V
2	58°30'00"	100.00	124.54	56.25	41.27	S 89°28'25" V
3	13°09'24"	548.60	157.20	121.20	68.89	S 89°28'25" V
4	14°55'10"	548.60	157.20	121.20	68.89	S 89°28'25" V
5	14°55'10"	548.60	157.20	121.20	68.89	S 89°28'25" V
6	48°30'00"	250.00	162.55	100.00	70.71	S 89°28'25" V
7	48°30'00"	250.00	162.55	100.00	70.71	S 89°28'25" V
8	48°30'00"	250.00	162.55	100.00	70.71	S 89°28'25" V
9	14°55'10"	548.60	157.20	121.20	68.89	S 89°28'25" V
10	14°55'10"	548.60	157.20	121.20	68.89	S 89°28'25" V
11	29°59'00"	95.59	42.47	28.40	20.00	S 89°28'25" V
12	29°59'00"	95.59	42.47	28.40	20.00	S 89°28'25" V
13	34°52'01"	75.00	27.65	18.17	12.17	S 89°28'25" V
14	21°57'49"	75.00	27.65	18.17	12.17	S 89°28'25" V
15	14°55'10"	548.60	157.20	121.20	68.89	S 89°28'25" V

UNPLATTED

- NOTES:
1. BEARINGS TOWNSHIP ARE TAKEN FROM RECORDED PLAT OF KELLY GREENS TRACT NO. 1 AS RECORDED IN PLAT BOOK 490, PAGE 26.
 2. A 10 FOOT UTILITY EASEMENT (10' U.E.) IS ALLOCATED ALONG THE STREET SIDE OF EACH HOME SITE AND TRACT. OTHER EASEMENTS ARE AS SHOWN.

- LEGEND:
- CURVE NUMBER
 - PERMANENT REFERENCE MONUMENT
 - PERMANENT CONTROL POINT (C.P.)
 - EASEMENT
 - PUBLIC UTILITY EASEMENT

NOTICE: ANY ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY AFFECT THE PUBLIC RECORDS OF THIS COUNTY.

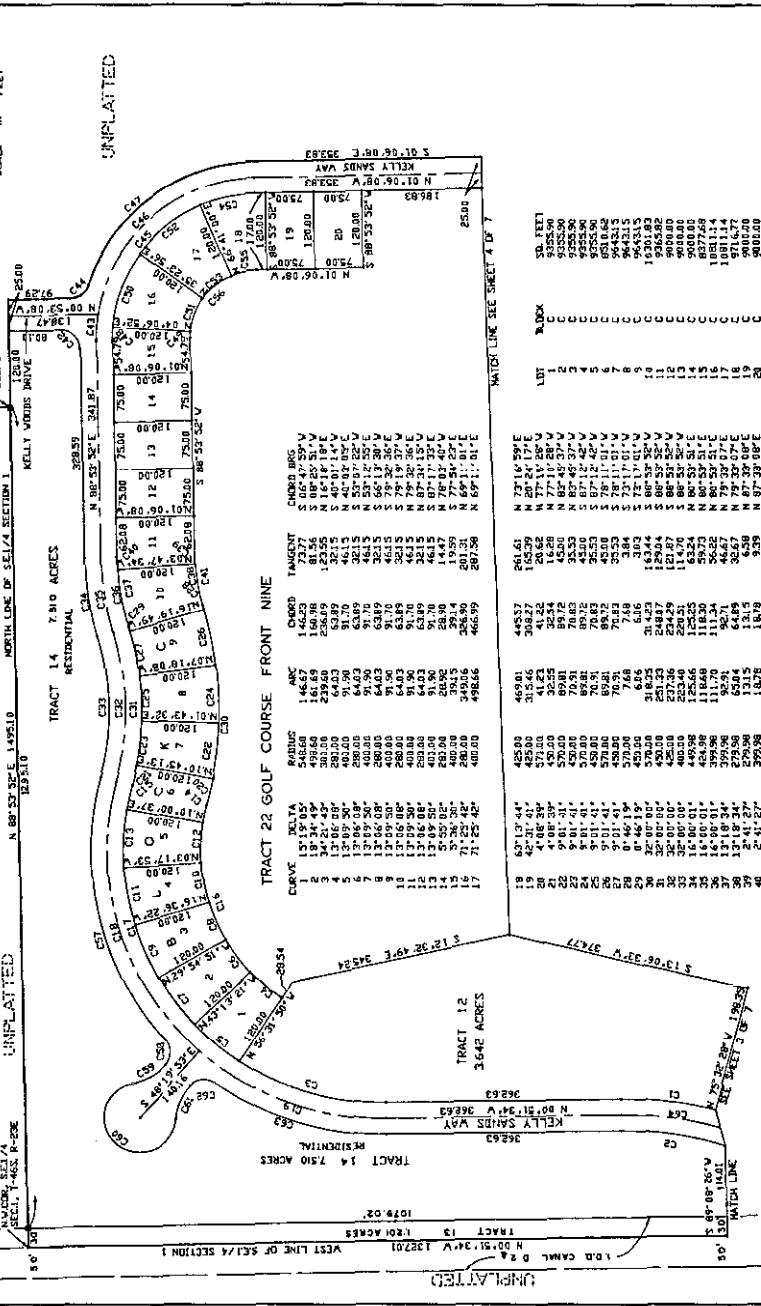
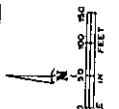


SHEET 3 OF 7

JORGENSEN SURVEYING, INC.
1373 LAFFLETTE STREET
CAPE CORRAL, FLORIDA 33904

KELLY GREENS UNIT TWO

A SUBDIVISION LYING IN
SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA



NOTES:

1. BEARINGS SHOWN ARE TAKEN FROM RECORD PLAT OF KELLY GREENS UNIT ONE, PLAT BOOK 38 AT PAGES 61 THRU 64. A 10 FOOT UTILITY EASEMENT (P.U.E.) IS RESERVED ALONG THE SIDE OF ALL LOTS AND TRACTS. IN A FEW OTHER EASEMENTS ARE AS SHOWN.
2. TRACTS MAY BE ADDITIONAL RESTRICTIONS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND:

- CURVE NUMBER
- PERMANENT REFERENCE POINT (P.R.P.)
- UTILITY EASEMENT
- PUBLIC UTILITY EASEMENT

TRACT 22 GOLF COURSE FRONT NINE

CURVE	DATA	BEARING	ANGLE	1/4	1/2	3/4	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
1	S 89° 08' 58" W	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02	1078.02

LOT	BOOK	30 FEET
1	C	9355.90
2	C	9355.90
3	C	9355.90
4	C	9355.90
5	C	9355.90
6	C	9355.90
7	C	9355.90
8	C	9355.90
9	C	9355.90
10	C	9355.90
11	C	9355.90
12	C	9355.90
13	C	9355.90
14	C	9355.90
15	C	9355.90
16	C	9355.90
17	C	9355.90
18	C	9355.90
19	C	9355.90

KELLY GREENS UNIT TWO

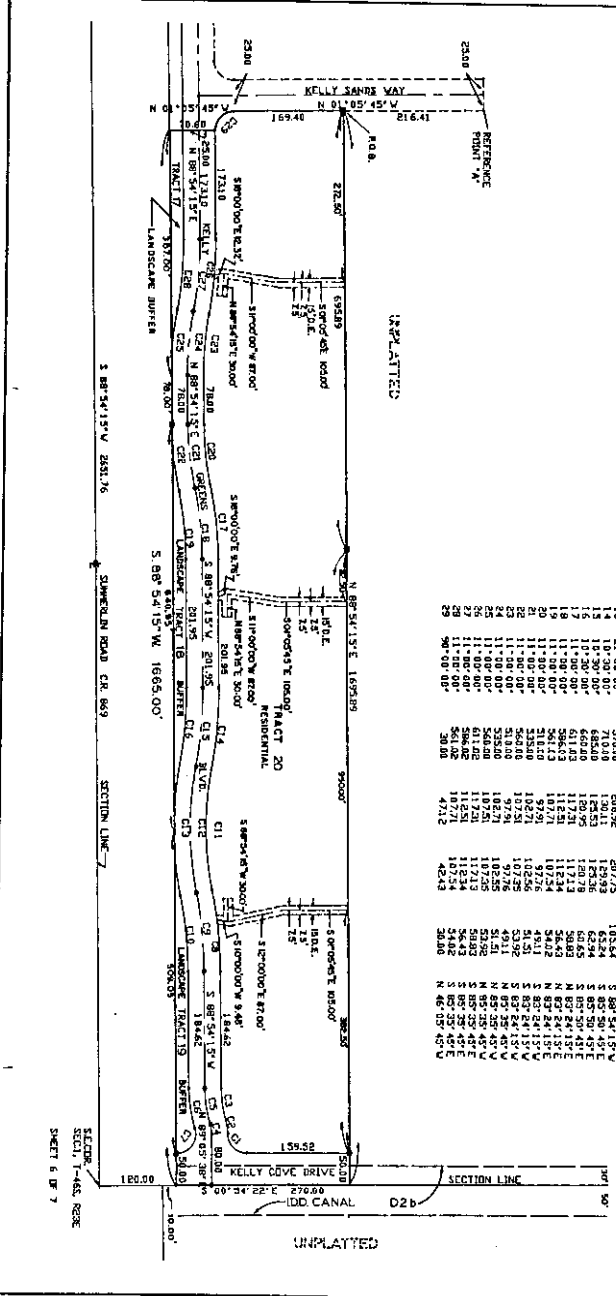
SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
 LEE COUNTY, FLORIDA

PLAT BOOK 140 PG. 29

- NOTES:
1. RECORDS SECTION ARE TAKEN FROM RECORD PLAT BY KELLY GREENS UNIT TWO AS RECORDED IN PLAT BOOK 30 AT PAGE 65, TRACT 20.
 2. THE PUBLIC UTILITY EASEMENT GRANT IS RESERVED ALONG THE CENTER LINE OF THE TRACTS AND THE CENTER LINE OF EACH HOME SITE AND OTHER EASEMENTS ARE AS SHOWN.

LEGEND:
 C2 - CURVE NUMBER
 G - PERMANENT REFERENCE MONUMENT (P.R.M.)
 B - PERMANENT CONTROL POINT (C.P.)
 P.U. - PUBLIC UTILITY EASEMENT

AREA	TRACT	ACRES	CURVE NO.	DELTA	PERMITS	AGE	ORDER	RANGE	COORD. BPTS.
TRACT 20	01.98	77.48	2	16.20.00	38.76	49.12	42.43	28.00	S 44° 15' 38" W
TRACT 19	01.98	77.48	3	16.17.18	175.18	49.55	48.28	54.24	S 80° 52' 18" E
TRACT 18	02.80	82.80	4	16.24.41	352.20	18.75	13.70	7.93	S 80° 52' 18" E
			5	16.13.18	283.00	63.78	43.49	38.00	S 80° 47' 38" W
			6	16.13.18	283.00	63.78	43.49	38.00	S 80° 47' 38" W
			7	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			8	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			9	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			10	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			11	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			12	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			13	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			14	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			15	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			16	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			17	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			18	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			19	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			20	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			21	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			22	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			23	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			24	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			25	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			26	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			27	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			28	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			29	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E
			30	107.39.00	7.041	56.78	48.44	41.04	S 33° 39' 31" E



NOTICE:
 THERE MAY BE ADDITIONAL
 REFERENCE POINTS THAT ARE NOT
 SHOWN ON THIS PLAT. ANY SUCH
 POINTS SHOULD BE FOUND IN THE PUBLIC
 RECORDS OF THIS COUNTY.

LEGEND:
 SECTION 1-46S, RANGE 23E
 SHEET 6 OF 7

KELLY GREENS UNIT TWO

A SUBDIVISION LYING IN SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST LEE COUNTY, FLORIDA

JORGENSEN SURVEYING, INC.
1389 LAFAYETTE STREET
CAPE CORAL, FLORIDA 33904
NOVEMBER, 1987

*NOTICE: THESE ARE THE ORIGINAL SURVEYING INSTRUMENTS THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

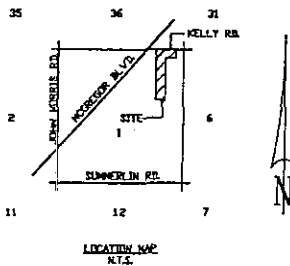
CURVE	ANGLE	CHORD	TANGENT	CHORD BEG	AREA TABLE FOR SHEET 2 OF 7
1	90°00'00"	30.00	30.00	N 43°52'42"E	1.0000
2	90°00'00"	30.00	30.00	S 43°52'42"E	1.0000
3	90°00'00"	30.00	30.00	E 43°52'42"W	1.0000
4	90°00'00"	30.00	30.00	N 46°36'16"W	1.0000
5	90°00'00"	30.00	30.00	S 46°36'16"W	1.0000
6	90°00'00"	30.00	30.00	E 46°36'16"W	1.0000
7	90°00'00"	30.00	30.00	N 49°19'50"W	1.0000
8	90°00'00"	30.00	30.00	S 49°19'50"W	1.0000
9	90°00'00"	30.00	30.00	E 49°19'50"W	1.0000
10	90°00'00"	30.00	30.00	N 52°03'24"W	1.0000
11	90°00'00"	30.00	30.00	S 52°03'24"W	1.0000
12	90°00'00"	30.00	30.00	E 52°03'24"W	1.0000
13	90°00'00"	30.00	30.00	N 54°47'08"W	1.0000
14	90°00'00"	30.00	30.00	S 54°47'08"W	1.0000
15	90°00'00"	30.00	30.00	E 54°47'08"W	1.0000
16	90°00'00"	30.00	30.00	N 57°30'42"W	1.0000
17	90°00'00"	30.00	30.00	S 57°30'42"W	1.0000
18	90°00'00"	30.00	30.00	E 57°30'42"W	1.0000
19	90°00'00"	30.00	30.00	N 60°14'26"W	1.0000
20	90°00'00"	30.00	30.00	S 60°14'26"W	1.0000
21	90°00'00"	30.00	30.00	E 60°14'26"W	1.0000
22	90°00'00"	30.00	30.00	N 62°58'10"W	1.0000
23	90°00'00"	30.00	30.00	S 62°58'10"W	1.0000
24	90°00'00"	30.00	30.00	E 62°58'10"W	1.0000
25	90°00'00"	30.00	30.00	N 65°41'54"W	1.0000
26	90°00'00"	30.00	30.00	S 65°41'54"W	1.0000
27	90°00'00"	30.00	30.00	E 65°41'54"W	1.0000
28	90°00'00"	30.00	30.00	N 68°25'38"W	1.0000
29	90°00'00"	30.00	30.00	S 68°25'38"W	1.0000
30	90°00'00"	30.00	30.00	E 68°25'38"W	1.0000
31	90°00'00"	30.00	30.00	N 71°09'22"W	1.0000
32	90°00'00"	30.00	30.00	S 71°09'22"W	1.0000
33	90°00'00"	30.00	30.00	E 71°09'22"W	1.0000
34	90°00'00"	30.00	30.00	N 73°53'06"W	1.0000
35	90°00'00"	30.00	30.00	S 73°53'06"W	1.0000
36	90°00'00"	30.00	30.00	E 73°53'06"W	1.0000
37	90°00'00"	30.00	30.00	N 76°36'50"W	1.0000
38	90°00'00"	30.00	30.00	S 76°36'50"W	1.0000
39	90°00'00"	30.00	30.00	E 76°36'50"W	1.0000
40	90°00'00"	30.00	30.00	N 79°20'34"W	1.0000
41	90°00'00"	30.00	30.00	S 79°20'34"W	1.0000
42	90°00'00"	30.00	30.00	E 79°20'34"W	1.0000
43	90°00'00"	30.00	30.00	N 82°04'18"W	1.0000
44	90°00'00"	30.00	30.00	S 82°04'18"W	1.0000
45	90°00'00"	30.00	30.00	E 82°04'18"W	1.0000
46	90°00'00"	30.00	30.00	N 84°48'02"W	1.0000
47	90°00'00"	30.00	30.00	S 84°48'02"W	1.0000
48	90°00'00"	30.00	30.00	E 84°48'02"W	1.0000
49	90°00'00"	30.00	30.00	N 87°31'46"W	1.0000
50	90°00'00"	30.00	30.00	S 87°31'46"W	1.0000
51	90°00'00"	30.00	30.00	E 87°31'46"W	1.0000
52	90°00'00"	30.00	30.00	N 90°15'30"W	1.0000
53	90°00'00"	30.00	30.00	S 90°15'30"W	1.0000
54	90°00'00"	30.00	30.00	E 90°15'30"W	1.0000
55	90°00'00"	30.00	30.00	N 92°59'14"W	1.0000
56	90°00'00"	30.00	30.00	S 92°59'14"W	1.0000
57	90°00'00"	30.00	30.00	E 92°59'14"W	1.0000
58	90°00'00"	30.00	30.00	N 95°42'58"W	1.0000
59	90°00'00"	30.00	30.00	S 95°42'58"W	1.0000
60	90°00'00"	30.00	30.00	E 95°42'58"W	1.0000
61	90°00'00"	30.00	30.00	N 98°26'42"W	1.0000
62	90°00'00"	30.00	30.00	S 98°26'42"W	1.0000
63	90°00'00"	30.00	30.00	E 98°26'42"W	1.0000
64	90°00'00"	30.00	30.00	N 101°10'26"W	1.0000
65	90°00'00"	30.00	30.00	S 101°10'26"W	1.0000
66	90°00'00"	30.00	30.00	E 101°10'26"W	1.0000
67	90°00'00"	30.00	30.00	N 103°54'10"W	1.0000
68	90°00'00"	30.00	30.00	S 103°54'10"W	1.0000
69	90°00'00"	30.00	30.00	E 103°54'10"W	1.0000
70	90°00'00"	30.00	30.00	N 106°37'54"W	1.0000
71	90°00'00"	30.00	30.00	S 106°37'54"W	1.0000
72	90°00'00"	30.00	30.00	E 106°37'54"W	1.0000
73	90°00'00"	30.00	30.00	N 109°21'38"W	1.0000
74	90°00'00"	30.00	30.00	S 109°21'38"W	1.0000
75	90°00'00"	30.00	30.00	E 109°21'38"W	1.0000
76	90°00'00"	30.00	30.00	N 112°05'22"W	1.0000
77	90°00'00"	30.00	30.00	S 112°05'22"W	1.0000
78	90°00'00"	30.00	30.00	E 112°05'22"W	1.0000
79	90°00'00"	30.00	30.00	N 114°49'06"W	1.0000
80	90°00'00"	30.00	30.00	S 114°49'06"W	1.0000
81	90°00'00"	30.00	30.00	E 114°49'06"W	1.0000
82	90°00'00"	30.00	30.00	N 117°32'50"W	1.0000
83	90°00'00"	30.00	30.00	S 117°32'50"W	1.0000
84	90°00'00"	30.00	30.00	E 117°32'50"W	1.0000
85	90°00'00"	30.00	30.00	N 120°16'34"W	1.0000
86	90°00'00"	30.00	30.00	S 120°16'34"W	1.0000
87	90°00'00"	30.00	30.00	E 120°16'34"W	1.0000
88	90°00'00"	30.00	30.00	N 123°00'18"W	1.0000
89	90°00'00"	30.00	30.00	S 123°00'18"W	1.0000
90	90°00'00"	30.00	30.00	E 123°00'18"W	1.0000

JORGENSEN SURVEYING INC.
2706 SE SANTA BARBARA PLACE
CAPE CORAL, FLORIDA 33904
JANUARY, 1989

KELLY GREENS UNIT FOUR

PLAT BOOK 42 PAGE 23

A SUBDIVISION LYING IN
SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA



DESCRIPTION

A TRACT OF LAND LYING IN THE NORTHEAST QUARTER ONE(1/4) OF SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER ONE(1/4) OF THE SOUTHEAST QUARTER ONE(1/4) OF SECTION 1; THENCE RUN N 00°53'00"W ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER ONE(1/4) OF SAID SECTION 1 FOR 1040.44 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°53'00"W ALONG SAID WEST LINE FOR 1506.28 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF KELLY ROAD; THENCE RUN N 08°52'46"E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 586.45 FEET; THENCE RUN S 00°53'00"E FOR 245.00 FEET; THENCE RUN S 08°52'46"W FOR 175.00 FEET; THENCE RUN N 00°53'00"W FOR 25.00 FEET; THENCE RUN S 08°52'46"W FOR 373.78 FEET; THENCE RUN SOUTHWESTERLY FOR 78.29 FEET ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 50.00 FEET (CHORD BEARING S 43°59'49"W, CHORD DISTANCE OF 70.57 FEET); THENCE RUN S 00°53'00"E FOR 1327.56 FEET; THENCE RUN S 89°06'52"W FOR 170.00 FEET TO THE POINT OF BEGINNING.

TRACT HEREIN DESCRIBED CONTAINS 13.738 ACRES.

- NOTES 1. BEARINGS SHOWN ARE TAKEN FROM RECORD PLAT OF KELLY GREENS UNIT ONE-A AS RECORDED IN PLAT BOOK 36 AT PAGES 61 THRU 64
2. A 10 FOOT UTILITY EASEMENT (PAVED) IS RESERVED ALONG THE STREET SIDE OF ALL LOTS AND TRACTS. A 5 FOOT PAVE. IS RESERVED ALONG THE SIDE LINES OF EACH HOMESITE AND TRACT. OTHER EASEMENTS ARE AS SHOWN.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

D.D. #
12-01-86

DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT KELLY GREEN DEVELOPMENT CORPORATION, A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, THE OWNERS OF THE LANDS DESCRIBED HEREIN HAS CAUSED THIS PLAT OF KELLY GREENS UNIT FOUR TO BE MADE AND DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL PUBLIC UTILITY EASEMENTS, ROAD RIGHT OF WAYS AND DRAINAGE EASEMENTS.

IN WITNESS WHEREOF, THE SAID OWNER OF THE LANDS DESCRIBED HEREIN HAS CAUSED THIS DEDICATION TO BE MADE AND SIGNED IN ITS NAME AND IT'S CORPORATE SEAL AFFIXED THIS 27th DAY OF February, A.D. 1989.

KELLY GREEN DEVELOPMENT CORPORATION

BY James E. Curry SECRETARY
BY Maurice J. Hillmyer VICE PRESIDENT

ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME MAURICE J. HILLMYER AND JAMES E. CURRY, VICE PRESIDENT AND SECRETARY RESPECTIVELY, OF KELLY GREEN DEVELOPMENT CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED HEREIN AND WERE EXCITED THE FOREGOING DEDICATION AND THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS FOR THE USES AND PURPOSES THEREIN EXPRESSED AND THEY AFFIXED THERE TO THE OFFICIAL SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 27th DAY OF February, A.D. 1989.

BY John D. Williams NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES Aug. 17, A.D. 1990.

APPROVALS

THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA

APPROVED THIS 5th DAY OF APRIL, A.D. 1989 IN AN OPEN MEETING

Charles J. Green CHAIRMAN
Ronald R. ... COUNTY ATTORNEY
John A. Williams DIRECTOR, DEPARTMENT OF COMMUNITY DEVELOPMENT

Charles J. Green CLERK OF COURT
Ronald R. ... COUNTY ENGINEER

I HEREBY CERTIFY THAT THIS PLAT OF KELLY GREENS UNIT FOUR HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES IN FORM WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES.

I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD THIS 13th DAY OF APRIL, A.D. 1989 AND DULY RECORDED IN PLAT BOOK 42 AT PAGE 23 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

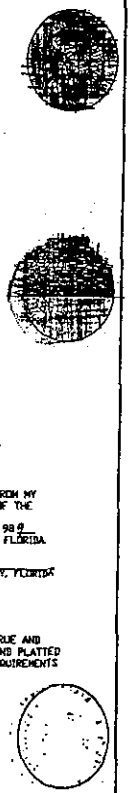
2882454

CLERK OF THE CIRCUIT COURT OF LEE COUNTY, FLORIDA

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF KELLY GREENS UNIT FOUR SUBDIVISION IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LAND ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES.

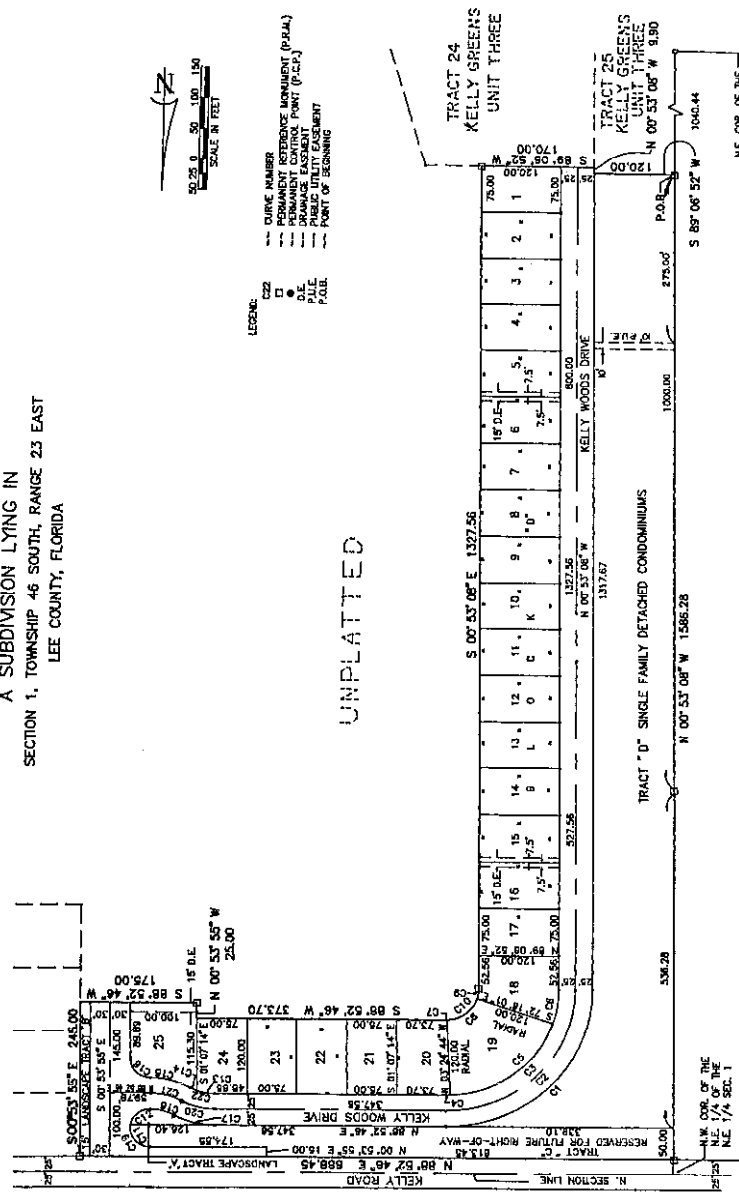
BY John D. Williams PROFESSIONAL SURVEYOR
FLORIDA REGISTRATION NO. 2469
DATE Apr. 18, 1989



KELLY GREENS UNIT FOUR

A SUBDIVISION LYING IN
SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA

KORGENSEN SURVEYING, INC.
7010 W. BARBARA PLACE
CAPE CORAL, FLORIDA 33904
JANUARY, 1986

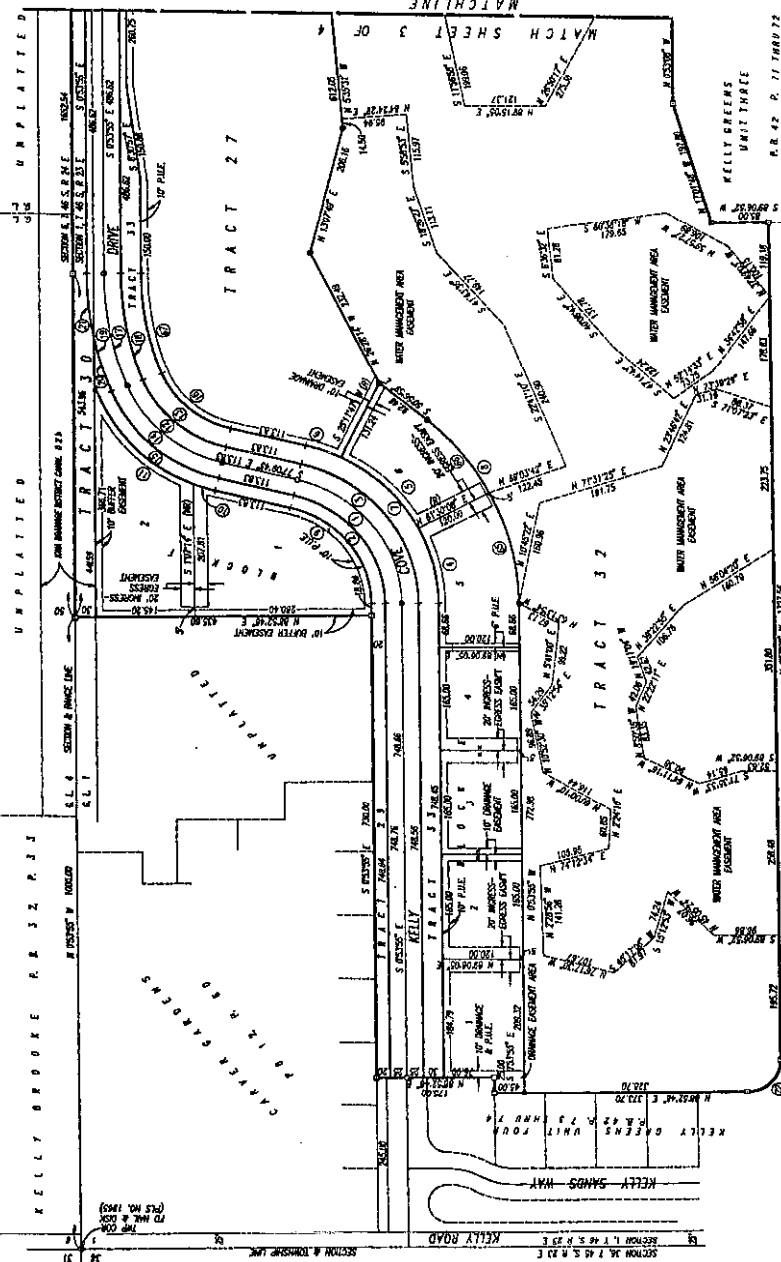
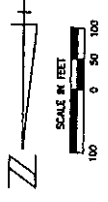


LEGEND:
 □ CURVE NUMBER
 ○ PERMANENT REFERENCE MONUMENT (P.R.M.)
 ● PERMANENT CONTROL POINT (P.C.P.)
 --- PUBLIC EASEMENT
 --- PUBLIC EASEMENT
 --- POINT OF BEGINNING

CURVE	DELTA	BEARINGS	ARC	CURVED	TANGENT	CURVED BEARING
1	89° 45' 54"	270.00	344.87	310.49	218.70	N 42° 58' 07" E
2	89° 45' 54"	156.00	305.31	276.21	194.30	N 42° 58' 07" E
3	89° 45' 54"	170.00	288.82	259.82	169.30	N 42° 58' 07" E
4	89° 45' 54"	170.00	288.82	259.82	169.30	S 52° 06' 07" W
5	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
6	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
7	89° 45' 54"	170.00	288.82	259.82	169.30	S 42° 42' 15" E
8	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
9	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
10	89° 45' 54"	170.00	288.82	259.82	169.30	S 42° 42' 15" E
11	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
12	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
13	89° 45' 54"	170.00	288.82	259.82	169.30	S 42° 42' 15" E
14	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
15	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
16	89° 45' 54"	170.00	288.82	259.82	169.30	S 42° 42' 15" E
17	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
18	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
19	89° 45' 54"	170.00	288.82	259.82	169.30	S 42° 42' 15" E
20	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E
21	89° 45' 54"	170.00	288.82	259.82	169.30	N 08° 23' 25" E

NOTE:
 1. BEARINGS SHOWN ARE TAKEN FROM RECORD PLAT OF KELLY GREENS UNIT ONE-A, AS RECORDED IN PLAT BOOK 26 PAGES 81 THRU 84.
 2. A 10 FOOT (3.05 METERS) EASEMENT (P.L.E.) IS RESERVED ALONG THE STRIKE SIDE OF ALL LOTS 1 THROUGH 21. THE STRIKE SIDE IS RESERVED ALONG THE SIDE LINE OF EACH HOME SITE AND TRACT. OTHER EASEMENTS ARE AS SHOWN.
 NOTICE:
 THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF LEE COUNTY.

KELLY GREENS UNIT FIVE
A SUBDIVISION LYING IN A PORTION OF
SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA



KELLY GREENS UNIT FOUR
P.B. 42 P. 71 THRU 74

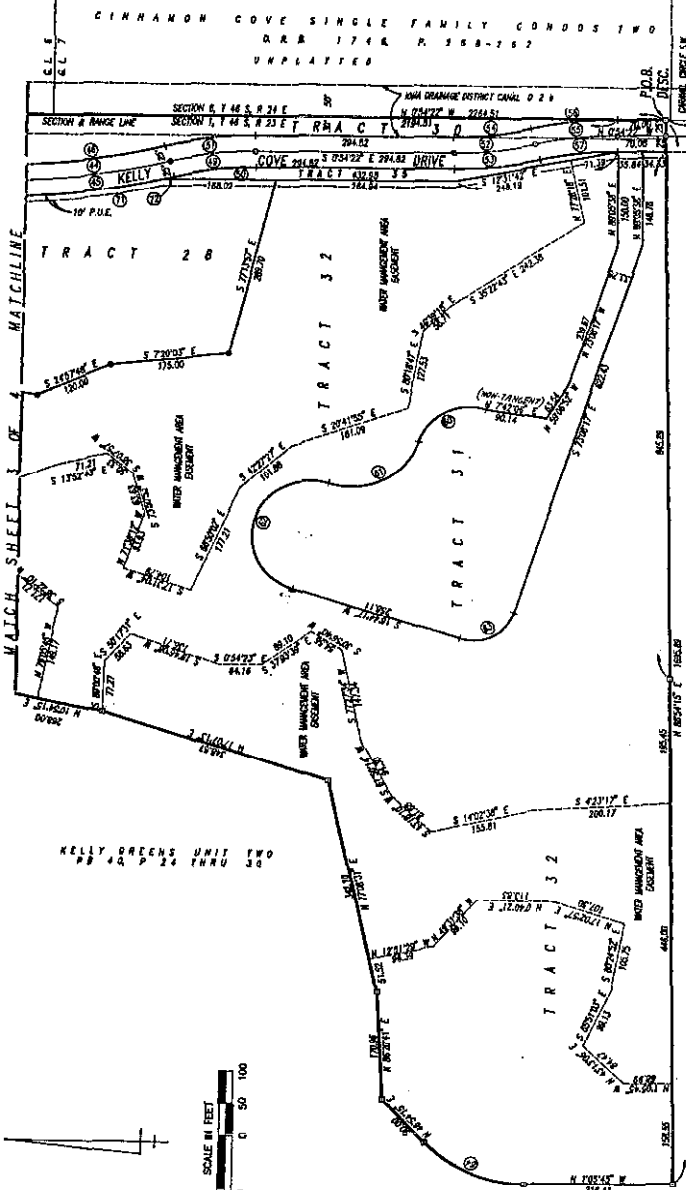
CURVE TABLE

CHORD	AREA	DELTA	CHORD	AREA	DELTA
1.00	0.0000	0.0000	1.00	0.0000	0.0000
2.00	0.0000	0.0000	2.00	0.0000	0.0000
3.00	0.0000	0.0000	3.00	0.0000	0.0000
4.00	0.0000	0.0000	4.00	0.0000	0.0000
5.00	0.0000	0.0000	5.00	0.0000	0.0000
6.00	0.0000	0.0000	6.00	0.0000	0.0000
7.00	0.0000	0.0000	7.00	0.0000	0.0000
8.00	0.0000	0.0000	8.00	0.0000	0.0000
9.00	0.0000	0.0000	9.00	0.0000	0.0000
10.00	0.0000	0.0000	10.00	0.0000	0.0000
11.00	0.0000	0.0000	11.00	0.0000	0.0000
12.00	0.0000	0.0000	12.00	0.0000	0.0000
13.00	0.0000	0.0000	13.00	0.0000	0.0000
14.00	0.0000	0.0000	14.00	0.0000	0.0000
15.00	0.0000	0.0000	15.00	0.0000	0.0000
16.00	0.0000	0.0000	16.00	0.0000	0.0000
17.00	0.0000	0.0000	17.00	0.0000	0.0000
18.00	0.0000	0.0000	18.00	0.0000	0.0000
19.00	0.0000	0.0000	19.00	0.0000	0.0000
20.00	0.0000	0.0000	20.00	0.0000	0.0000
21.00	0.0000	0.0000	21.00	0.0000	0.0000
22.00	0.0000	0.0000	22.00	0.0000	0.0000
23.00	0.0000	0.0000	23.00	0.0000	0.0000
24.00	0.0000	0.0000	24.00	0.0000	0.0000
25.00	0.0000	0.0000	25.00	0.0000	0.0000
26.00	0.0000	0.0000	26.00	0.0000	0.0000
27.00	0.0000	0.0000	27.00	0.0000	0.0000
28.00	0.0000	0.0000	28.00	0.0000	0.0000
29.00	0.0000	0.0000	29.00	0.0000	0.0000
30.00	0.0000	0.0000	30.00	0.0000	0.0000
31.00	0.0000	0.0000	31.00	0.0000	0.0000
32.00	0.0000	0.0000	32.00	0.0000	0.0000
33.00	0.0000	0.0000	33.00	0.0000	0.0000
34.00	0.0000	0.0000	34.00	0.0000	0.0000
35.00	0.0000	0.0000	35.00	0.0000	0.0000
36.00	0.0000	0.0000	36.00	0.0000	0.0000
37.00	0.0000	0.0000	37.00	0.0000	0.0000
38.00	0.0000	0.0000	38.00	0.0000	0.0000
39.00	0.0000	0.0000	39.00	0.0000	0.0000
40.00	0.0000	0.0000	40.00	0.0000	0.0000
41.00	0.0000	0.0000	41.00	0.0000	0.0000
42.00	0.0000	0.0000	42.00	0.0000	0.0000
43.00	0.0000	0.0000	43.00	0.0000	0.0000
44.00	0.0000	0.0000	44.00	0.0000	0.0000
45.00	0.0000	0.0000	45.00	0.0000	0.0000
46.00	0.0000	0.0000	46.00	0.0000	0.0000
47.00	0.0000	0.0000	47.00	0.0000	0.0000
48.00	0.0000	0.0000	48.00	0.0000	0.0000
49.00	0.0000	0.0000	49.00	0.0000	0.0000
50.00	0.0000	0.0000	50.00	0.0000	0.0000
51.00	0.0000	0.0000	51.00	0.0000	0.0000
52.00	0.0000	0.0000	52.00	0.0000	0.0000
53.00	0.0000	0.0000	53.00	0.0000	0.0000
54.00	0.0000	0.0000	54.00	0.0000	0.0000
55.00	0.0000	0.0000	55.00	0.0000	0.0000
56.00	0.0000	0.0000	56.00	0.0000	0.0000
57.00	0.0000	0.0000	57.00	0.0000	0.0000
58.00	0.0000	0.0000	58.00	0.0000	0.0000
59.00	0.0000	0.0000	59.00	0.0000	0.0000
60.00	0.0000	0.0000	60.00	0.0000	0.0000
61.00	0.0000	0.0000	61.00	0.0000	0.0000
62.00	0.0000	0.0000	62.00	0.0000	0.0000
63.00	0.0000	0.0000	63.00	0.0000	0.0000
64.00	0.0000	0.0000	64.00	0.0000	0.0000
65.00	0.0000	0.0000	65.00	0.0000	0.0000
66.00	0.0000	0.0000	66.00	0.0000	0.0000
67.00	0.0000	0.0000	67.00	0.0000	0.0000
68.00	0.0000	0.0000	68.00	0.0000	0.0000
69.00	0.0000	0.0000	69.00	0.0000	0.0000
70.00	0.0000	0.0000	70.00	0.0000	0.0000
71.00	0.0000	0.0000	71.00	0.0000	0.0000
72.00	0.0000	0.0000	72.00	0.0000	0.0000
73.00	0.0000	0.0000	73.00	0.0000	0.0000
74.00	0.0000	0.0000	74.00	0.0000	0.0000
75.00	0.0000	0.0000	75.00	0.0000	0.0000
76.00	0.0000	0.0000	76.00	0.0000	0.0000
77.00	0.0000	0.0000	77.00	0.0000	0.0000
78.00	0.0000	0.0000	78.00	0.0000	0.0000
79.00	0.0000	0.0000	79.00	0.0000	0.0000
80.00	0.0000	0.0000	80.00	0.0000	0.0000
81.00	0.0000	0.0000	81.00	0.0000	0.0000
82.00	0.0000	0.0000	82.00	0.0000	0.0000
83.00	0.0000	0.0000	83.00	0.0000	0.0000
84.00	0.0000	0.0000	84.00	0.0000	0.0000
85.00	0.0000	0.0000	85.00	0.0000	0.0000
86.00	0.0000	0.0000	86.00	0.0000	0.0000
87.00	0.0000	0.0000	87.00	0.0000	0.0000
88.00	0.0000	0.0000	88.00	0.0000	0.0000
89.00	0.0000	0.0000	89.00	0.0000	0.0000
90.00	0.0000	0.0000	90.00	0.0000	0.0000
91.00	0.0000	0.0000	91.00	0.0000	0.0000
92.00	0.0000	0.0000	92.00	0.0000	0.0000
93.00	0.0000	0.0000	93.00	0.0000	0.0000
94.00	0.0000	0.0000	94.00	0.0000	0.0000
95.00	0.0000	0.0000	95.00	0.0000	0.0000
96.00	0.0000	0.0000	96.00	0.0000	0.0000
97.00	0.0000	0.0000	97.00	0.0000	0.0000
98.00	0.0000	0.0000	98.00	0.0000	0.0000
99.00	0.0000	0.0000	99.00	0.0000	0.0000
100.00	0.0000	0.0000	100.00	0.0000	0.0000

WILSON MILLER, BARTON, SOLL & PECK, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
FORT WORTH, TEXAS



KELLY GREENS UNIT FIVE
A SUBDIVISION LYING IN A PORTION OF
SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA



CURVE TABLE

STATION	BEAR	ARC	CHORD	CHORD BEAR
44	285°27'	334.25	537.26	S 87°11' E
45	285°27'	334.25	537.26	S 87°11' E
46	285°27'	334.25	537.26	S 87°11' E
47	285°27'	334.25	537.26	S 87°11' E
48	285°27'	334.25	537.26	S 87°11' E
49	285°27'	334.25	537.26	S 87°11' E
50	285°27'	334.25	537.26	S 87°11' E
51	285°27'	334.25	537.26	S 87°11' E
52	285°27'	334.25	537.26	S 87°11' E
53	285°27'	334.25	537.26	S 87°11' E
54	285°27'	334.25	537.26	S 87°11' E
55	285°27'	334.25	537.26	S 87°11' E
56	285°27'	334.25	537.26	S 87°11' E
57	285°27'	334.25	537.26	S 87°11' E
58	285°27'	334.25	537.26	S 87°11' E
59	285°27'	334.25	537.26	S 87°11' E
60	285°27'	334.25	537.26	S 87°11' E
61	285°27'	334.25	537.26	S 87°11' E
62	285°27'	334.25	537.26	S 87°11' E
63	285°27'	334.25	537.26	S 87°11' E
64	285°27'	334.25	537.26	S 87°11' E
65	285°27'	334.25	537.26	S 87°11' E
66	285°27'	334.25	537.26	S 87°11' E
67	285°27'	334.25	537.26	S 87°11' E
68	285°27'	334.25	537.26	S 87°11' E
69	285°27'	334.25	537.26	S 87°11' E
70	285°27'	334.25	537.26	S 87°11' E
71	285°27'	334.25	537.26	S 87°11' E
72	285°27'	334.25	537.26	S 87°11' E

WILSON, MILLER, BARTON, SOILL & PEEK, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS
FORT WALTER, FLORIDA



SUMMERLIN ROAD

KELLY GREENS UNIT TWO
P.O. 48, P. 24 THRU 30

CINNAMON COVE SINGLE FAMILY CONDOS TWO
D.R. 1748, R. 168-167
UNPLATTED

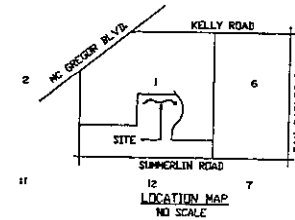
CINNAMON COVE
SINGLE FAMILY
CONDOS
D.R. 1748, R. 168-167
UNPLATTED

JORGENSEN SURVEYING, INC.
2705 SE SANTA BARBARA PLACE
CAPE CORAL, FLORIDA 33904
JANUARY, 1969

PLAT BOOK 42 PG. 97

RESUBDIVISION OF LOTS 1 THRU 18, BLOCK C KELLY GREENS UNIT TWO

(PLAT BOOK 40, PAGES 24-30)
A SUBDIVISION LYING IN
SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
LEE COUNTY, FLORIDA



DESCRIPTION

LOTS 1 THRU 18, BLOCK C, KELLY GREENS UNIT TWO, AS SHOWN IN THE RECORD PLATS RECORDED IN PLAT BOOK 40 AT PAGES 24 THROUGH 30 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE WESTERLY MOST CORNER OF SAID LOT 1; THENCE RUN NORTHEASTERLY ALONG THE BOUNDARY OF SAID BLOCK "C" FOR 498.66 FEET ON THE ARC OF A CURVE CONCAVE SOUTHEASTERLY HAVING A RADIUS OF 400.00 FEET (CHORD BEARING N69°11'01"E, CHORD DISTANCE OF 466.99 FEET) TO A POINT OF REVERSE CURVATURE; THENCE RUN EASTERLY ALONG SAID BOUNDARY LINE FOR 251.33 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET (CHORD BEARING N89°53'52"E, CHORD DISTANCE OF 246.07 FEET) TO A POINT OF REVERSE CURVATURE; THENCE RUN NORTHEASTERLY ALONG SAID BOUNDARY LINE FOR 111.70 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 393.98 FEET (CHORD BEARING N80°52'51"E, CHORD DISTANCE OF 111.24 FEET); THENCE RUN N88°53'52"E ALONG SAID BOUNDARY FOR 341.87 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHEASTERLY ALONG SAID BOUNDARY FOR 353.43 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 255.94 FEET (CHORD BEARING S46°06'08"E, CHORD DISTANCE OF 318.20 FEET); THENCE RUN S01°06'08"E ALONG SAID BOUNDARY FOR 17.00 FEET TO THE NORTHEAST CORNER OF LOT 19 OF SAID BLOCK "C"; THENCE RUN S88°53'52"W ALONG THE NORTH LINE OF SAID LOT 19 FOR 180.00 FEET; THENCE RUN N01°06'08"W ALONG THE BOUNDARY OF SAID BLOCK "C" FOR 17.00 FEET TO A POINT OF CURVATURE; THENCE RUN NORTHWESTERLY ALONG SAID BOUNDARY FOR 164.93 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 105.00 FEET (CHORD BEARING N46°06'08"W, CHORD DISTANCE OF 148.49 FEET); THENCE RUN S88°53'52"W ALONG SAID BOUNDARY FOR 341.87 FEET TO A POINT OF CURVATURE; THENCE RUN SOUTHWESTERLY ALONG SAID BOUNDARY FOR 781.9 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 279.98 FEET (CHORD BEARING S80°53'51"W, CHORD DISTANCE OF 77.93 FEET) TO A POINT OF REVERSE CURVATURE; THENCE RUN WESTERLY ALONG SAID BOUNDARY LINE FOR 318.20 FEET ON THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 376.00 FEET (CHORD BEARING S88°53'52"W, CHORD DISTANCE OF 314.23 FEET) TO A POINT OF REVERSE CURVATURE; THENCE RUN SOUTHWESTERLY ALONG SAID BOUNDARY FOR 349.06 FEET ON THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET (CHORD BEARING S69°11'01"W, CHORD DISTANCE OF 326.90 FEET); THENCE RUN N56°31'50"W ALONG SAID BOUNDARY FOR 120.00 FEET TO THE POINT OF BEGINNING.

TRACT HEREIN CONTAINS 3.9165 ± ACRES

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

SURVEYOR'S CERTIFICATE

I HEREBY CERTIFY THAT THE ATTACHED PLAT OF "RESUBDIVISION OF LOTS 1 THRU 18, BLOCK C KELLY GREENS UNIT TWO" IS A TRUE AND CORRECT REPRESENTATION OF THE HEREIN DESCRIBED LAND ACCORDING TO A RECENT SURVEY MADE AND PLATTED UNDER MY DIRECTION AND SUPERVISION AND THAT THE SURVEY DATA COMPLIES WITH ALL OF THE REQUIREMENTS OF CHAPTER 177 FLORIDA STATUTES. PERMANENT REFERENCE MONUMENTS HAVE BEEN SET.

Michael J. Jorgensen
PROFESSIONAL LAND SURVEYOR
FLORIDA REGISTRATION NO. 2469
DATE *2/12/1969*



DEDICATION

KNOW ALL MEN BY THESE PRESENTS THAT KELLY GREEN DEVELOPMENT CORPORATION, A CORPORATION EXISTING UNDER THE LAWS OF THE STATE OF FLORIDA, THE OWNERS OF THE LANDS DESCRIBED HEREIN HAS CAUSED THIS PLAT OF "RESUBDIVISION OF LOTS 1 THRU 18, BLOCK C KELLY GREENS UNIT TWO" TO BE MADE AND DOES HEREBY DEDICATE TO THE PERPETUAL USE OF THE PUBLIC ALL PUBLIC UTILITY AND DRAINAGE EASEMENTS SHOWN HEREIN FOR THEIR PROPER PURPOSES; HEREBY REVOKING, VACATING AND ABROGATING ANY PLAT OR PLATS OF ANY PART OF SAID LANDS HERETOFORE MADE IN WITNESS WHEREOF, THE SAID OWNER OF THE LANDS DESCRIBED HEREIN HAS CAUSED THIS DEDICATION TO BE MADE AND SIGNED IN ITS NAME AND ITS CORPORATE SEAL AFFIXED THIS 27th DAY OF February, A.D. 1969.

KELLY GREEN DEVELOPMENT CORPORATION

James E. Curry
JAMES E. CURRY
SECRETARY

Maurice J. Hillmyer
MAURICE J. HILLMYER
VICE PRESIDENT



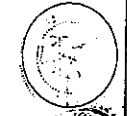
ACKNOWLEDGEMENT

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY THAT ON THIS DAY PERSONALLY APPEARED BEFORE ME MAURICE J. HILLMYER AND JAMES E. CURRY, VICE PRESIDENT AND SECRETARY RESPECTIVELY, OF KELLY GREEN DEVELOPMENT CORPORATION, TO ME WELL KNOWN TO BE THE PERSONS DESCRIBED HEREIN AND WHO EXECUTED THE FOREGOING DEDICATION AND THEY ACKNOWLEDGED THE EXECUTION THEREOF TO BE THEIR FREE ACT AND DEED AS SUCH OFFICERS FOR THE USES AND PURPOSES THEREIN EXPRESSED AND THEY AFFIXED THERETO THE OFFICIAL SEAL OF SAID CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL THIS 27th DAY OF February, A.D. 1969

Samuel D. Manson
NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES 2/17/71 A.D. 1970



APPROVALS

THIS PLAT APPROVED THIS 26th DAY OF April, A.D. 1969 IN AN OPEN MEETING OF THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY, FLORIDA.

Raymond A. Pappas *vice-*
CHAIRMAN

Charles Green CLERK OF COURT

Raymond A. Pappas ATTORNEY

Raymond A. Pappas CO. ENGINEER

John L. Williams DIRECTOR, DIVISION OF COMMUNITY DEVELOPMENT

2644402

I HEREBY CERTIFY THAT THIS PLAT OF "RESUBDIVISION OF LOTS 1 THRU 18, BLOCK C KELLY GREENS UNIT TWO" HAS BEEN EXAMINED BY ME AND FROM MY EXAMINATION I FIND THAT SAID PLAT COMPLIES WITH THE REQUIREMENTS OF CHAPTER 177 OF THE FLORIDA STATUTES.

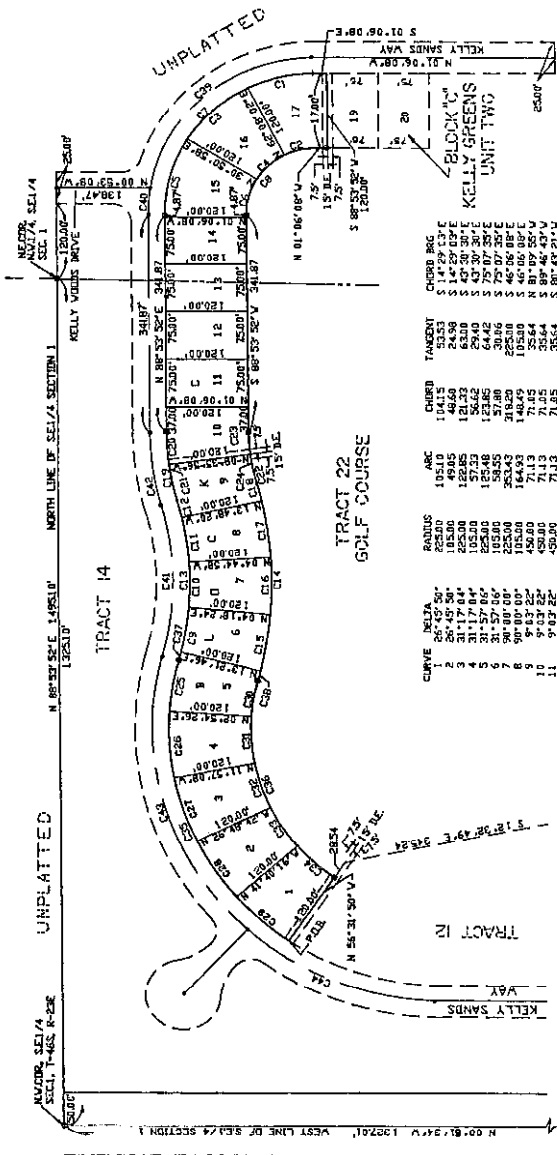
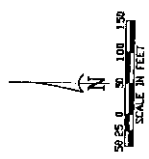
I FURTHER CERTIFY THAT SAID PLAT WAS FILED FOR RECORD THIS 4th DAY OF MAY, A.D. 1969, AND DULY RECORDED IN PLAT BOOK 42, AT PAGE 97 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Charles Green
CLERK OF THE CIRCUIT COURT IN AND FOR LEE COUNTY, FLORIDA



RESUBDIVISION OF
 LOTS 1 THRU 18, BLOCK C
 KELLY GREENS UNIT TWO
 (PLAT BOOK 40, PAGES 24-30)
 A SUBDIVISION LYING IN
 SECTION 1, TOWNSHIP 46 SOUTH, RANGE 23 EAST
 LEE COUNTY, FLORIDA

JORGENSEN SURVEYING, INC.
 2706 S.E. SANTA BARBARA BL.
 CAPE CORRAL, FLORIDA 33904
 JANUARY, 1989



CURVE NO.	BEARING	DISTANCE	RADIUS	CHORD	TANGENT	CHORD BEG.	CHORD END.
1	S 64° 31' 30" W	100.00	100.00	100.00	0.00	S 64° 31' 30" W	S 64° 31' 30" W
2	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
3	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
4	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
5	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
6	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
7	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
8	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
9	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
10	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
11	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
12	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
13	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
14	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
15	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
16	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
17	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
18	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
19	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
20	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
21	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
22	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
23	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
24	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
25	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
26	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
27	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
28	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
29	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
30	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
31	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
32	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
33	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
34	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
35	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
36	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
37	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
38	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
39	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
40	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
41	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
42	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W
43	S 88° 53' 52" E	17.00	17.00	17.00	0.00	S 88° 53' 52" E	S 88° 53' 52" E
44	N 01° 06' 08" W	17.00	17.00	17.00	0.00	N 01° 06' 08" W	N 01° 06' 08" W

- NOTES:
- BEARINGS SHOWN ARE TAKEN FROM RECORD PLAT OF KELLY GREENS UNIT TWO, PLAT BOOK 40, PAGES 24 THRU 30.
 - A 10 FOOT UTILITY EASEMENT (LINED) IS RESERVED ALONG THE STREET SIDE LINES OF EACH HOME SITE AND TRACT. ALL UTILITY LINES (IN CURVES) ARE RADIAL.
 - ALL DISTANCES SHOWN ARE IN FEET.
 - THOSE MAY BE ADDITIONAL DISTURBANCES THAT ARE NOT RECORDED ON THIS PLAT RECORDS OF THIS COUNTY.
- LEGEND:
- CURVE NUMBER
 - PERMANENT REFERENCE MONUMENT
 - PUBLIC UTILITY EASEMENT

SW COR
 NW 1/4
 SW 1/4
 SE 1/4
 PAGE 403

