
AGREEMENT FOR USE RIGHTS AND EASEMENTS

This Agreement is made this 30th day of November, 2016, by and between **VERANDAH DEVELOPMENT LLC**, a Florida limited liability company ("Verandah Development"), whose address is 701 South Olive Avenue, Suite 104, West Palm Beach, Florida 33401 and **VERANDAH COMMUNITY ASSOCIATION, INC.**, a not for profit Florida corporation ("Verandah Community"), whose address is 11571 Verandah Blvd., Fort Myers, Florida 33905.

Statement of Background Information

WHEREAS, Verandah Development owns certain Recreational Facilities known as the "Kayak Livery" and "Oak Park" in the development of Verandah located in Lee County, Florida;

WHEREAS, Verandah Community desires for its members to use and enjoy the Kayak Livery and Oak Park and wishes to improve and maintain the Kayak Livery and Oak Park; and

WHEREAS, Verandah Development desires to grant use rights in the Recreational Facilities known as Kayak Livery and Oak Park, together with the easements necessary for the enjoyment of said use rights and maintenance of the facilities, to Verandah Community Members and Verandah Community Members' tenants, guests and invitees as more particularly set forth herein.

NOW, THEREFORE, Verandah Development hereby declares that the property described below shall be held, conveyed, sold, used and occupied subject to this Agreement, and the restrictions, easements, charges and liens hereinafter set forth.

1. Definitions.

"Recreational Facilities" shall mean the Kayak Livery and Oak Park located at 12200-241 River Village Way, Fort Myers, Florida and situated within the property described on Exhibit "A."

"Verandah Community" shall mean Verandah Community Association, Inc., a Florida nonprofit corporation.

"Verandah Community Members" shall mean the owners of residential units within Verandah Community as governed by the Verandah Community Association, pursuant to the Declaration of Covenants, Conditions and Restrictions for Verandah as recorded at O.R. Book 3795, Page, 2515, Public Records of Lee County, Florida.

“Verandah Development” shall mean Verandah Development LLC., a Florida limited liability company.

2. Easements and Rights to Use Recreational Facilities.

Verandah Development hereby grants, during the term of this Agreement, a non-exclusive easement over and right of recreational use of the Recreational Facilities known as the Kayak Livery and Oak Park, to Verandah Community Members and within reasonable limitations as declared by Verandah Community, Verandah Community Members’ tenants, guests and invitees on the terms and conditions contained herein, together with a non-exclusive easement for pedestrian and vehicular ingress and egress across the roadways within Verandah necessary to access the Recreational Facilities. Verandah Community Members shall be entitled to use the Recreational Facilities only while they are actually residing in a residential unit in Verandah Community, and not otherwise. Verandah Development also hereby grants to the Verandah Community Members and Verandah Community Members’ tenants, guests and invitees, a non-exclusive easement for use of the parking areas serving the Recreational Facilities, for the parking of vehicles while using said Recreational Facilities.

3. Maintenance Easement

Verandah Development hereby grants, bargains, sells and conveys to Verandah Community and its successors, assigns, guests, tenants, invitees, employees and agents, during the term of this Agreement, a non-exclusive easement for the maintenance and repair of the Recreational Facilities.

4. Term.

The term of this Agreement shall commence as of the date of its recordation in the Public Records and shall continue for a period of five (5) years unless terminated in writing by agreement of both parties. Upon the expiration of said initial period, this Agreement shall be automatically renewed and extended for two (2) successive (5) year periods unless terminated in writing by agreement of both parties.

5. Covenant Running with the Land.

This Agreement shall constitute a non-exclusive easement during the term hereof with respect to the lands upon which the Recreational Facilities are located. The terms of this Agreement shall constitute a covenant running with said lands and shall be binding upon and shall inure to the benefit of the Verandah Community Members, and their successors and assigns. This Agreement shall be recorded in the Public Records in Lee County, Florida.

6. Cost of Improvements.

Verandah Community shall only pay for improvements made by Verandah Community to the Recreational Facilities. The cost of any improvements made by Verandah Development to the Recreational Facilities shall be borne solely by Verandah Development.

7. Maintenance of Recreational Facilities.

Notwithstanding Section 6 above, Verandah Community agrees to perform all necessary maintenance on the Recreational Facilities so as to keep said Recreational Facilities in a clean, good and proper working condition and state of repair during the term of this Agreement.

8. Reconstruction of Recreational Facilities After Casualty.

Verandah Development is responsible for the reconstruction of the Recreational Facilities after a casualty. If Verandah Development is unable or unwilling to promptly repair or reconstruct any portion of the Recreational Facilities upon suffering casualty damage which renders a substantial portion of the Recreational Facilities unusable by Verandah Community Members in Verandah Community's determination, either party shall have the option to terminate this Agreement.

9. Insurance.

Verandah Development shall maintain property insurance and public liability insurance covering all of the Recreational Facilities in such minimum amounts of coverage as reasonably comparable with that obtained for similar amenities in communities in Lee County, Florida.

10. Property Taxes.

Verandah Development shall pay all property taxes for the Recreational Facilities.

11. Miscellaneous.

A. Amendments. Except as set forth below, no amendment to or modification of this Agreement shall be valid unless in writing and signed by Verandah Development and the Verandah Community.

B. Binding Effect. All of the terms and provisions of this Agreement, whether so express or not, shall be binding upon, inure to the benefit of, and be enforceable by the parties subject hereto and their respective administrators, executors, legal representatives, heirs, successor and permitted assigns.

C. Notices. All notices, requests, demands, approvals, consents or other communications required or permitted to give to the other party under this Agreement shall be in writing and shall be (as elected by the person giving such notice) addressed to the other party at such address as any party may designate by such notice complying with the terms of this Section.

D. Severability. If any part of this Agreement or any other agreement entered into pursuant hereto is contrary to, prohibited by or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

E. Waivers. The failure or delay of any party at any time to require performance by another party of any provision of this Agreement, even if known, shall not affect the right of such party to require performance of that provision or to exercise any right, power or remedy hereunder, and any waiver by any party of any breach of any provision of this Agreement should not be construed as a waiver of any continuing or succeeding breach of such provision, a waiver of the provision itself, or a waiver of any right, power or remedy under this Agreement. No notice to or demand on any party in any case shall, of itself, entitle such party to any other or further notice or demand in similar or other circumstances.

F. Governing Law. This Agreement and all transactions contemplated by this Agreement shall be governed by, and construed and enforced in accordance with, the applicable laws of the State of Florida.

G. Enforcement Costs. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with the provisions of this Agreement, the successful or prevailing party or parties shall be entitled to recover reasonable attorneys' fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Witnesses:

[Signature]
Print Name: Kimberly Bill

[Signature]
Print Name: Jodie DeMeo

VERANDAH DEVELOPMENT LLC,
a Florida limited liability company

By: The Kolter Group LLC,
a Florida limited liability company,
its manager

By: [Signature]
Print Name: Paul Martin
Its: Authorized signatory

STATE OF FLORIDA)
) §:
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 6 day of December 2016, by Paul Martin, as Authorized Sig. of The Kolter Group LLC, manager of VERANDAH DEVELOPMENT LLC, a Florida limited liability company on behalf of the company, who is personally known to me OR who has produced _____ as identification.

[Signature]
Notary Public
Print Name: Kimberly Bill
EE854188 3/27/17
Commission No. Expiration Date

[NOTARY STAMP / SEAL]



Exhibit "A"

DESCRIPTION

Parcel in
Section 31, Township 43 South, Range 26 East
Lee County, Florida

A tract or parcel of land lying in Tract CC-1 of the record plat of "Verandah Unit One", recorded in Plat Book 74, Page 31, of the Public Records of Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the Southerly most corner of Tract R-8 of said record plat, run along the Northerly and Easterly line of said Tract CC-1 the following nine (9) courses: N90°00'00"E for 128.95 feet; S33°27'03"W for 40.13 feet to a point of curvature; Southerly along an arc of a curve to the left of radius 74.68 feet (delta 69°46'04") (chord bearing S01°25'59"E) (chord 85.42 feet) for 90.94 feet to a point of compound curvature; Southeasterly along an arc of a curve to the left of radius 209.97 feet (delta 15°55'03") (chord bearing S44°16'33"E) (chord 58.14 feet) for 58.33 feet to a point of reverse curvature; Southeasterly along an arc of a curve to the right of radius 425.17 feet (delta 04°54'10") (chord bearing S49°47'00"E) (chord 36.37 feet) for 36.38 feet to a point of compound curvature; Southeasterly along an arc of a curve to the right of radius 116.18 feet (delta 36°11'28") (chord bearing S29°14'10"E) (chord 72.17 feet) for 73.39 feet to a point of compound curvature; Southerly along an arc of a curve to the right of radius 66.31 feet (delta 36°54'11") (chord bearing S07°18'39"W) (chord 41.97 feet) for 42.71 feet to a point of reverse curvature; Southwesterly along an arc of a curve to the left of radius 2,080.26 feet (delta 01°27'37") (chord bearing S25°01'56"W) (chord 53.02 feet) for 53.02 feet to a point of compound curvature and Southerly along an arc of a curve to the left of radius 61.33 feet (delta 39°48'02") (chord bearing S04°24'06"W) (chord 41.75 feet) for 42.61 feet; thence run S19°31'04"W along a non-tangent line for 70.05 feet; thence run S55°40'11"W for 133.05 feet; thence run N87°22'04"W for 112.61 feet; thence run N27°41'19"W for 73.34 feet; thence run N26°28'09"E for 70.69 feet to a point of curvature; thence run Northerly along an arc of a curve to the left of radius 279.00 feet (delta 14°07'13") (chord bearing N19°24'33"E) (chord 68.58 feet) for 68.76 feet to a point of compound curvature; thence run Northerly along an arc of a curve to the left of radius 125.00 feet (delta 05°49'37") (chord bearing N09°26'08"E) (chord 12.71 feet) for 12.71 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 98.00 feet (delta 18°43'27") (chord bearing N15°53'03"E) (chord 31.88 feet) for 32.03 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the left of radius 102.00 feet (delta 63°40'59") (chord bearing N06°35'43"W) (chord 107.62 feet) for 113.37 feet to a point of reverse curvature; thence run Northerly along an arc of a curve to the right of radius 98.00 feet (delta 48°43'14") (chord bearing N14°04'36"W) (chord 80.84 feet) for 83.33 feet to a point of compound curvature; thence run Northeasterly along an arc of a curve to the right of radius 174.00 feet (delta 39°28'32") (chord bearing N30°01'17"E) (chord 117.53 feet) for 119.88 feet to an intersection with the Northeasterly line of said Tract CC-1; thence run S35°09'05"E along said Northeasterly line for 11.05 feet to the POINT OF BEGINNING.

Containing 2.45 acres, more or less.

Bearings hereinabove mentioned are based on the Northerly of said Tract CC-1 to bear N90°00'00"E.

DESCRIPTION

Parcel in
Section 31, Township 43 South, Range 26 East
Lee County, Florida

A tract or parcel of land lying in Tract CC-1 of the record plat of "Verandah Unit One", recorded in Plat Book 74, Page 31, of the Public Records of Lee County, Florida, said tract or parcel of land being more particularly described as follows:

Beginning at the Southerly most corner of Tract C-1 of said record plat, run along the Southeasterly line of said Tract C-1 the following three (3) courses: N39°04'21"E for 23.09 feet; S50°55'39"E for 8.13 feet and N77°03'11"E for 56.37 feet; thence run N48°09'33"E for 49.36 feet; thence run S31°53'52"E for 24.84 feet; thence run S30°50'59"W for 51.01 feet; thence run S84°35'55"W for 19.96 feet; thence run N37°00'04"W for 17.62 feet; thence run S52°59'56"W for 52.18 feet to an intersection with the Southwesterly line of said Tract CC-1; thence run along said Southwesterly line the following two (2) courses: N46°36'41"W for 30.40 feet and N47°34'22"W for 7.17 feet to the POINT OF BEGINNING.
Containing 0.09 acres, more or less.

Bearings hereinabove mentioned are based on the Southeasterly of said Tract C-1 to bear N39°04'21"E