

August 26, 2026

Mr. Lee Hughes
Mr. Todd Boyle
Southwest Florida Water Management District
7601 Highway 301 North
Tampa, FL 33637-6759

PROJECT: BROOKER CREEK MITIGATION BANK
RE: ERP APPLICATION #930235, PINELLAS COUNTY, FLORIDA

Dear Mr. Hughes and Mr. Boyle:

We are in receipt of the District's Request for Additional Information (RAI) dated December 14, 2025, and offer the following narrative for District consideration.

SITE INFORMATION:

1. Review of the District's Geographic Information System (GIS) appears to indicate the proposed activity may impact District Data Collection Site IDs 21116 and 21113. Please either revise the design to eliminate the potential impact to the District's data collection site or contact the District's Data Steward by emailing (Data.Maps@swfwmd.state.fl.us), under the subject line "PRIORITY ERP Data Evaluation" to coordinate relocation of the data collection site.

RESPONSE: The Applicant does not propose any impact to the District Data Collection Sites. Nuisance exotic species removal will be conducted around the collection sites and will not impact any monitoring wells.

ENVIRONMENTAL CONSIDERATIONS:

2. Please note that since the proposed project includes activities in, on, or over, wetlands and/or surface waters, comments have been requested from the Florida Fish and Wildlife Conservation Commission (FFWCC). Therefore, please provide the District with the results of any wildlife surveys that have been conducted within the project area or any other additional information that supports whether or not the proposed project will adversely affect the conservation of fish and wildlife, including endangered or threatened species, or their habitats. Please provide any correspondence from the FFWCC concerning the proposed project and please be advised that based on FFWCC recommendations, additional information or revisions to the project may be required. [Rules 62-330.060(2), 62-330.301(1)(d) and 62-330.302(1)(a)(2), F.A.C. and Subsection 10.2.2 A.H.V.I.]

RESPONSE: An additional comment letter from FFWCC has not been received regarding this Application No. 930235. However, a letter was received on June 12, 2025 for the previous project submittal under Application No. 907654 that has been withdrawn. Please refer to Attachment 1 for the FFWCC letter and a revised Figure 14: Security Map showing additional fenced areas adjacent to public access.

FFWCC stated "FWC staff support the restoration, protection, and management of this site as wildlife habitat and for aquatic resource function in perpetuity. Once restored, the mitigation bank should improve the wildlife habitat available for federally and state-listed species as well as non-listed species that are rare, have been identified as a Species of Greatest Conservation Need, or depend on natural hydrologic flow patterns for breeding. FWC staff attended a site visit on March 31, 2025, with the applicant and representatives from the SWFWMD. Possible changes to the upland restoration and management plan were discussed, as were the fencing options for the site.

Per the *Long Term Management Plan* submitted with the application, the perimeter of the site will be secured by a combination of smooth-wire fence and fenceless areas demarcated by signs placed every 50 feet. **FWC staff support this approach.** Excessive fencing that impedes wildlife movement across the landscape is discouraged, especially in a riparian corridor area which will serve to facilitate wildlife movement. FWC staff recommends the following design considerations, where fencing is necessary, to minimize the potential for wildlife entrapment, injury, or death:

Avoid the use of woven wire fencing or maintain 12 inches between the top and adjacent barbed wire strand,

Adjust the height of the top wire so that it is no more than 40 to 42 inches high,

Replace the top one or two strands and the bottom strand with smooth wire or a wood rail,

Leave 12 inches between the top two wires and at least 18 inches between the bottom wire and the ground, and

Increase visibility of smooth/barbwire by adding small sections of white PVC pipe or metal tags which will alert wildlife to the barrier.

Additional information on wildlife-friendly fencing can be found in the FWC Landowner Assistance Program guide to *Wildlife-Friendly Fencing* at (<https://myfwc.com/media/26928/wildlife-friendly-fencing.pdf>).”

The Applicant has received requests from adjacent property owners that the portions of the BCMB property that abut the single-family homes not be fenced. Therefore, the Applicant proposes to install the wildlife friendly fencing described above only along those portions of the BCMB boundary that abut public right-of-way, as described in revised Figure 14: Security Map.

For those portions of the BCMB that abut the single-family homes, the Applicant proposes to install additional signage and utilize trail cameras to help ensure the BCMB boundaries are protected. The Applicant will also work with the adjacent single-family property owners to explain the requirements of the proposed ERP and conservation easement and seek their cooperation in securing the BCMB site without the installation of wildlife friendly fencing.

If trespassing occurs, the Applicant will inspect the BCMB site to identify any resulting damage and address such damage as necessary. The District will also be notified of any trespassing activities. If trespassing becomes problematic, the Applicant will, upon 60 days’ notice from the District, install wildlife-friendly fencing along the entire BCMB boundary, consistent with the fencing described above.

The Construction and Implementation financial assurance will include a specific cost estimate for fencing the entire site to ensure that sufficient funds remain available to further secure the BCMB site, if necessary. The proposed site security plan provides sufficient control of access to ensure the perpetual viability of the BCMB.

The Applicant understands that this is a novel approach to the site security requirements, but believes the plan described above appropriately addresses concerns raised from the surrounding homeowners while also satisfying the applicable regulatory criteria and memorializing an alternative site security plan should additional measure become necessary.

3. Please note that since the proposed project includes activities in, on, or over, wetlands and/or surface waters, comments have been requested from the Florida Department of State, Division of Historical Resources (DHR). Therefore, please provide the District with the results of any cultural resource surveys conducted within the project area or any other additional information that supports whether or not the proposed project will adversely affect or enhance significant historical and archeological resources under the provisions of Section 267.061, Florida Statutes. Please provide any correspondence from DHR concerning the proposed project and please be advised that based on DHR’s recommendations, additional information or revisions to the project may be required. [Rules 62-330.060(2) and 62-330.302(1)(a)(6), F.A.C and Subsection 10.2.3 of the ERP Applicant’s

RESPONSE: A Cultural Resource Assessment Survey (CRAS) and an Addendum to the CRAS Report was submitted to the District in the initial ERP submittal for this Application No. A concurrence letter was received by the DHR on April 17, 2025 and provided as Attachment 2.

4. Please contact project reviewer Lee Hughes at (813) 355-0566 or at Lee.Hughes@Watermatters.org to schedule a field visit to review the proposed UMAM scores and review the proposed activities outlined in the mitigation work plan. Please note, additional clarification may be requested following the field visit. [Rule 62-330.060(2), 62-330.301(1)(d), 62-330.302(1)(a), F.A.C and Chapter 62-345, F.A.C.]

RESPONSE: A meeting was held with Lee Hughes and Lisa Bowers on January 21, 2026, to review the RAI Comments and UMAM scores. Please note, two of the open water ponds where the effluent discharges are received have been revised as non-credit generating areas. Additionally, the Community Structure scores in the Wetland Forested Mixed assessment areas have been revised to incorporate plantings being concentrated in areas that are cleared from exotics vs. planting the overall assessment areas. This was incorporated to balance the tree and shrub coverage removal and proposed plantings along Brooker Creek.

Furthermore, a subsequent meeting with the District was held where the District requested a split in the upland assessment area into two sections where the uplands adjacent to the wetlands are evaluated pursuant to the UMAM separately than the uplands that are located further away from the wetlands and would therefore, provide a reduced supportive function. Please refer to Figure 12: Assessment Area Map.

Please note, the uplands are all contiguous and border the on-site forested wetlands and herbaceous ponds. Wildlife utilization such as white-tail deer, turkey, rabbits, racoons, and coyote, have been observed onsite visually and via wildlife camera photography, Wildlife utilize the uplands as a corridor to traverse on-site and off-site upland and wetland habitats. Increased wildlife utilization is anticipated, once restoration activities are completed and a robust upland habitat is provided for cover, nesting, denning and foraging.

Please see Attachment 3: UMAM Summary Spreadsheet; Attachment 4: Success Criteria Table; Attachment 5: Credit Release Schedule Table and Narrative; and Attachment 6: Ledger.

5. Please revise Restoration Plan Sheet R-3 to include a typical cross-sectional drawing through the ponds proposed to be restored to wetland marshes. Please include in the cross-sectional drawing the proposed planting zones and the distance (in feet) from the deepest part of the pond's submerged bottom land to seasonal high. [Rule 62-342.450, F.A.C.]

RESPONSE: Please refer to the revised Restoration Plan Sheets in Attachment 7 that include updated planting plan details and an additional cross section drawing of the proposed pond plantings.

6. Please provide a detailed written cost estimate, in current dollars, of the total cost of construction and implementation and of the cost of perpetual management of the Mitigation Bank. The written cost estimate shall be certified by a licensed professional whose license authority in the State of Florida includes the ability to provide such certified written estimates. The cost estimate details are provided in Rule 62-342.700(13), F.A.C. [Rule 62-342.700(13), F.A.C.]

RESPONSE: Please refer to Attachment 8 for draft Construction and Implementation, and Long Term Management Cost Estimate tables.

7. A notation on the UMAM spreadsheet indicates that 30% of the credits generated by the upland areas in the bank will be assigned as freshwater herbaceous credits and 70% will be assigned as freshwater forested credits. Therefore, please provide an accompanying figure that labels the acreage of the uplands proposed to generate freshwater forested wetland credits and the acreage of the uplands proposed to generate freshwater herbaceous wetland credits. [Rules 62-342.450 and 62-342.470,

F.A.C.]

RESPONSE: Attachment 9 includes a revised Target Habitat figure that includes a callout with the following statement “10.92 acres (herbaceous wetlands) / 46.79 acres (all wetlands) = 0.23. Therefore, the total upland credits have been divided into 23% herbaceous and 77% forested credit types”. This is how the upland supporting habitat was split between herbaceous and forested credits.

8. Please revise Figure 14 to indicate that the proposed boundary fencing will meet FFWCC’s wildlife friendly fencing guidelines. Please also update the “Mitigation Work Plan” to include language regarding the proposed site security measures, including fencing. [Rules 62-330.060(2), 62-330.301 (1)(d) and 62-330.302(1)(a)(2), F.A.C. and Subsection 10.2.2 A.H.V.I.]

RESPONSE: Due to the site’s proximity to an established neighborhood where fencing adjacent to the existing golf course has not been installed, the Applicant is proposing conservation area signs every 50-feet (1 per lot at a minimum) and additional wildlife friendly fencing and gates adjacent to public access areas. FFWCC supported the proposed sign installation and minimal fencing/gates where necessary during the field visit on March 31, 2025, to promote wildlife movement. Additional fencing areas have been added to Figure 14: Security Map and the Mitigation Work Plan have been updated to include signage and fencing details. Please see Attachment 10: Mitigation Work Plan.

9. Please add a row to all Assessment Areas in the Success Criteria Table outlining the criteria for the post construction credit release. [Rule 62-342.450, F.A.C.]

RESPONSE: A column has been added to the Success Criteria Table that includes initial mitigation activities for the post-construction credit release. Please refer to Attachment 4: Success Criteria Table and Attachment 5: Credit Release Schedule Narrative.

10. The District currently monitors Surface Water Monitoring Station No. 21116 that is located within the proposed bank’s project area (approximately 950 feet east of Bolt Drive). Please confirm that this data collection site is not proposed to be impacted in the bank’s proposed site design and that the District will still have access to the station. [Rule 62-342.450, F.A.C.]

RESPONSE: The proposed mitigation activities will not impact Surface Water Monitoring Station No. 21116. The Applicant is amenable to continue allowing the District access to the station.

11. The linear water feature located in the northern portion of the bank (that bisects the mesic pine flatwoods assessment area) was previously identified as a 0.53-acre ditch but now appears to be identified as part of the wetland forested mixed assessment area. If this feature is a ditch, please revise the Assessment Area Map (and all other associated documents) to label it as a ditch. Please be advised that this area can be visited and a determination can be made during the future site visit with District staff. [Rule 62-342.450, F.A.C.]

RESPONSE: The ditch feature has been added back into the current condition and assessment area maps, as well as all other mitigation tables. This area will include nuisance exotic vegetation removal and maintenance.

12. Please submit a revised draft access easement that contains Exhibit A, and in which the notarial attestation is updated to comply with Section 117.05, F.S. [Rule 62-342.650, F.A.C.]

RESPONSE: Please see the draft access easement revised as requested attached hereto as Attachment 11. Additionally, please see the updated title commitment, attached hereto as Attachment 11a, that will insure the access easement to be granted to the District.

13. Please submit a revised draft Conservation Easement in which all notarial attestations comply with Section 117.05, F.S. In addition, please indicate if any mortgages or liens must be subordinated to the Conservation Easement. If so, please provide, in writing, agreement from the holder of any mortgage or lien that it agrees to have its interest be subordinate to the Conservation Easement. If not, please delete that portion of the form. [Rule 62-342.650, F.A.C.]

RESPONSE: Please see the revised draft Conservation Easement attached hereto as Attachment 12. There are no mortgages or liens that must be subordinated to the Conservation Easement as provided in the updated title commitment.

14. Please submit a revised draft performance bond with the total penal sum and liability limit filled in. [Rule 62-342.700, F.A.C.]

RESPONSE: Please see the revised draft performance bond attached hereto as Attachment 13 that includes the proposed total penal sum.

15. Please demonstrate that the applicant has sufficient legal interest in the project area to meet the requirements of Rule No. 62-342.650, F.A.C. The submitted deed has not been recorded. [Rule 62-342.400, F.A.C.]

RESPONSE: The deed providing Tarpon Woods Properties, LLC, with a sufficient property interest in the BCMB project area to serve as permittee and operation and maintenance entity is in the process of being recorded in the public records of Pinellas County and upon recording will be submitted to the District.

16. Please submit a revised Title Commitment that addresses the following comments:

- a. Please modify the proposed amount of insurance to be \$2,673,668.08

RESPONSE: Please see Attachment 14 which is the updated title commitment from Chicago Title Insurance Company dated July 14, 2026 at 5:00 PM which includes a proposed amount of insurance of \$2,673,668.08.

- b. In Schedule A, it indicates there are two fee title holders, one of which, Jan Stephenson's Crossroads Foundation, Inc., is not an applicant. Please reconcile this discrepancy and either add this entity as an applicant or remove the reference to it from the title commitment.

RESPONSE: Jan Stephenson's Crossroads Foundation, Inc., is in the process of transferring fee property to the Applicant, proposed Permittee, and proposed Operation and Maintenance Entity, Tarpon Woods Properties, LLC. Evidence of the record deed will be provided to the District shortly and prior to the issuance of the ERP.

- c. Please delete Exception Nos. 4-8, 12, 21, 26, and 31. If they cannot be deleted, please ensure that they are in a non-credit-generating area and that the Mitigation Plan provides that if any damage occurs, the District will be notified, and the applicant will immediately repair it.

RESPONSE: Please refer to Attachment 15: Exception Exhibit showing the locations of the Exceptions.

Exception 4 pertains to a 1974 agreement, and associated assignments whereby Pinellas County agreed to provide water supply services for future development. The agreement also granted easement rights to Pinellas County for the construction of four production wells. Section I(b) provides that two of the four wells were to be constructed within approximately two acres described on Exhibit B to the 1974 agreement which identifies property outside the BCMB project area. Section I(b) additionally provides that "[t]he location of the two additional production wells, if needed, shall be determined and mutually

agreed to by the Owner and the County, not later than One Hundred and Eighty (180) days from the effective date of this Agreement, which shall be amended as to Exhibit B herein for purposes of incorporating the meets and bounds descriptions of the two additional locations for the production wells together with the easements required therein, as provided in Paragraph I(d).” As provided in the updated title commitment, the 1974 agreement was assigned several times starting in 1987 but never amended to include the locations of the remaining two production wells. The County does not operate any production wells within the proposed BCMB project boundary. Since the location of the remaining two wells was never determined as required by the 1974 agreement, this exception will not adversely affect the ecological viability of BCMB.

Exception 5 pertains to a 0.324-acre easement granted to Florida Power Corporation, which is now Duke Power, as identified in the BCMB boundary survey that runs northeast from the existing club house to driving range pond. The 0.324 acres is included in a non-credit generating polygon as provided on Attachment 15. The Mitigation Plan has also been updated to state that if any damage occurs, the District will be notified, and the Applicant shall ensure the area is returned to a condition substantially similar to that which existed immediately prior to such damage. Therefore, this exception will not adversely affect the ecological viability of BCMB.

Exception 6 pertains to a 0.2-acre easement granted to Florida Power Corporation, which is now Duke Power, as identified in the BCMB boundary survey. The 0.2 acres is included in a non-credit generating polygon as provided on Attachment 15. The Mitigation Plan has also been updated to state that if any damage occurs, the District will be notified, and the Applicant shall ensure the area is returned to a condition substantially similar to that which existed immediately prior to such damage. Therefore, this exception will not adversely affect the ecological viability of BCMB.

Exception 7 identifies the Tarpon Woods Third Addition Plat that impacts a small portion of Lot 38 of Parcel 1. The associated property will be within a non-credit generating polygon as provided on Attachment 15. The Mitigation Plan has also been updated to state that if any damage occurs, the District will be notified, and the Applicant shall ensure the area is returned to a condition substantially similar to that which existed immediately prior to such damage. Therefore, this exception will not adversely affect the ecological viability of BCMB.

Exception 8 identifies covenants, restrictions, and conditions that impact a small portion of Lot 38 of Parcel 1. The associated property will be within a non-credit generating polygon as provided on Attachment 15. The Mitigation Plan has also been updated to state that if any damage occurs, the District will be notified, and the Applicant shall ensure the area is returned to a condition substantially similar to that which existed immediately prior to such damage. Therefore, this exception will not adversely affect the ecological viability of the BCMB.

Exception 12 identifies a Pinellas County sewer easement. The associated property will be within a non-credit generating polygon as provided on Attachment 15. The Mitigation Plan has also been updated to state that if any damage occurs, the District will be notified, and the Applicant shall ensure the area is returned to a condition substantially similar to that which existed immediately prior to such damage. Therefore, this exception will not adversely affect the ecological viability of BCMB.

Exception 21 identifies a Sewer Easement granted to Pinellas County and is identified on the BCMB boundary survey. The property associated with this exception is included in a non-credit generating polygon as provided on Attachment 15. The Mitigation Plan has also been updated to state that if any damage occurs, the District will be notified, and the Applicant shall ensure the area is returned to a condition substantially similar to that which existed immediately prior to such damage. Therefore, this exception will not adversely affect the ecological viability of BCMB.

Exception 26 identifies a Sidewalk and General Utility Easement by and between Tarpon Woods Golf Club, LLC, and Pinellas County. The property associated with this exception is included in a non-credit generating polygon as provided on Attachment 15. The Mitigation Plan has also been updated to state that if any damage occurs, the District will be notified, and the Applicant shall ensure the area is returned to a condition substantially similar to

that which existed immediately prior to such damage. Therefore, this exception will not adversely affect the ecological viability of BCMB.

Exception 31 identifies a 0.161-acre Drainage Easement granted to Pinellas County. The property associated with this exception is included in a non-credit generating polygon as provided on Attachment 15. The Mitigation Plan has also been updated to state that if any damage occurs, the District will be notified, and the Applicant shall ensure the area is returned to a condition substantially similar to that which existed immediately prior to such damage. Therefore, this exception will not adversely affect the ecological viability of BCMB.

- d. Regarding Exception No. 10, please explain why the modification of this agreement is not needed to maintain the long-term ecological viability of the bank. Without modifying this agreement, how does the applicant provide reasonable assurances that there will be perpetual effluent delivery to the site?

RESPONSE: Exception 10 identifies a 1979 Effluent Acceptance Agreement and subsequent amendments and assignments that grant Pinellas County the right to discharge effluent on the existing Tarpon Woods golf course property. As background, in 1979 the Tarpon Woods Golf and Tennis Club, Inc. ("TWGTC"), conveyed its sanitary sewage system to Pinellas County, and in 1986 the original Agreement was expanded in scope and use of the treatment and disposal system. Pinellas County agreed to upgrade and expand the Tarpon Woods Sewage Treatment Plant and effluent transmission facilities in phases to provide adequate sewer service to an ultimate capacity of 380,000 gallons per day ("GPD"). The TWGTC agreed to accept effluent "for irrigation, which meets [DEP] water quality standards" for use on the golf course. Pinellas County was authorized to connect its effluent transmission system to the TWGTC golf course irrigation system. TWGTC agreed to accept the treated effluent for the irrigation of the golf course from Pinellas County's plant, holding pond, and effluent transmission facilities until the golf course is not maintained or operated, or the property is converted with "government approval to some land use other than...the golf course." The average daily volume of effluent to be utilized for golf course irrigation was to ultimately be 380,000 GPD based on the design flow capacity of the plant, unless rainfall or other conditions cause the effluent to damage or interfere with the use of the golf course. During periods of excessive rainfall when effluent cannot be applied to the golf course, Pinellas County must store effluent or provide other temporary methods for its disposal. In 1987, the amount of effluent was increased to 382,000 GPD.

The continued utilization of up to 382,000 GPD of effluent from Pinellas County on the BCMB project area will be a beneficial use to the BCMB but no amount of effluent is needed to achieve the proposed success criteria. Therefore, this exception will not adversely affect the ecological viability of the BCMB nor does the agreement need to be modified to demonstrate perpetual effluent delivery.

- e. Please delete Exception Nos. 13, 27, 29, and 35-37.

RESPONSE: Exception 13 has been intentionally deleted from the updated title commitment.

Exception 27 identifies a 25-foot set-back restriction that was created in 1983 and subsequently released. The updated title commitment has been revised to include the specific restrictions identified in Exception 27 that include the number of residential homes that may be constructed and no-build area. The BCMB property will be encumbered by the conservation easement granted to the District and DEP prior to the initial credit release that will prohibit all construction efforts, except those authorized by the ERP for the construction of the BCMB. Therefore, this exception will not adversely affect the ecological viability of the mitigation bank.

Exception 29 identifies the 1988 Ridgemoor Sewer Agreement by and between Pinellas County and U.S. Home Corporation. As stated in Exception 29 and Schedule B, Part I Requirement 16 in the updated title commitment, Tarpon Woods will execute and record the proposed Notice Concerning Waiver of Rights Under June 14, 1988 Ridgemoor Sewer Agreement ("Notice") contemporaneously with the conservation easement. The Notice, attached hereto as

Attachment 16 states that Tarpon Woods will not undertake any of the development activities that are necessary to initiate Pinellas County's responsibilities to provide sewer service. As provided, the Notice will identify the recorded conservation easement and the District's right in its sole and absolute discretion to approve or reject any such future development plans. Upon recording of the Notice, which will be a condition of the initial credit release along with the recording of the conservation easement, this exception will not adversely affect the ecological viability of the mitigation bank.

The language provided in Number 35 is an informational statement and not an exception that identifies any recorded documents. Said item does not affect the ecological viability of the proposed BCMB, since the operation of the golf course will end prior to the establishment of the BCMB. However, as stated in the Note following Number 35 in the updated title commitment, upon compliance of Item 15 under Schedule B, Part I which provides for an affidavit from the president of Jan Stephenson's Crossroads Foundation, Inc. ("Affidavit"), that the company did not enter into any membership agreements and/or similar agreements to the golf course and that no such membership agreements existed and that the golf course was a "public" golf course), this exception will be deleted. The draft Affidavit is attached as Attachment 17.

The language provided in Number 36 is an informational statement and not an exception that identifies any recorded documents. Said item does not affect the ecological viability of the proposed BCMB, since the operation of the golf course will end prior to the establishment of the BCMB. As stated, Number 36 provides that the policy will insure against any claims or exceptions based on instruments recorded the Public Records of Pinellas County.

Exception 37 identifies the CE that will be granted to the District and DEP, and recorded as required by the initial credit release. As stated, the exception only excepts Section 9 of the CE which pertains to the potential future assignment of the District's rights and obligations under the CE.

- f. Regarding Exception No. 22, please indicate that the applicant will request a formal termination of said easement after the Conservation Easement is recorded and propose a timeframe to accomplish this termination.

RESPONSE: Exception 22 identifies easement rights granted to Tarpon Woods Properties solely for normal golfing activities within a small 1,800 square feet area. As stated in the Surveyor's Notes and identified on the boundary survey, the easement affects property outside the BCMB property, but currently benefits the BCMB property. As provided in Schedule B-1, Requirement 17, this exception will be deleted from the title policy upon the execution and recording of a release or termination of the easement that will be executed contemporaneously with the recording of the CE issued to the District.

- g. Regarding Exception No. 25, was this existing restrictive covenant considered in the preservation scoring for this portion of the project area? If not, please do so or explain why it is not appropriate. [Rule 62-342.650, F.A.C.]

RESPONSE: Exception 25 identifies a restrictive covenant impacting 6.30 acres near the northernmost extent of Annwood Road which is more specifically located on the survey. The restrictive covenant prohibits the construction of above-grade, manmade improvements and thus will not affect the ecological viability of the BCMB.

Activities such as the construction of stormwater ponds, drainage improvements, sidewalks and bridges are allowable under this restrictive covenant which would be highly destructive to the existing habitats. The conservation easement granted to the District and DEP prior to the initial credit release will prohibit the construction of these allowable activities, and the proposed enhancement activities will further restore the existing habitats within the property associated with the restrictive covenant that have been invaded with exotic vegetation. All the above factors were taken into consideration during the UMAM functional assessment within each assessment area.

WATER USE:

17. Please verify if there are any existing wells located within the project site and if they will be utilized or abandoned. District records show multiple Well Construction Permits (WCP) onsite. [Section E, Part 5 (d), ERP Application]

RESPONSE: There are two wells on the east side of the property that support an existing restroom that services the golf course. These wells will be abandoned as the use of the restroom will be decommissioned.

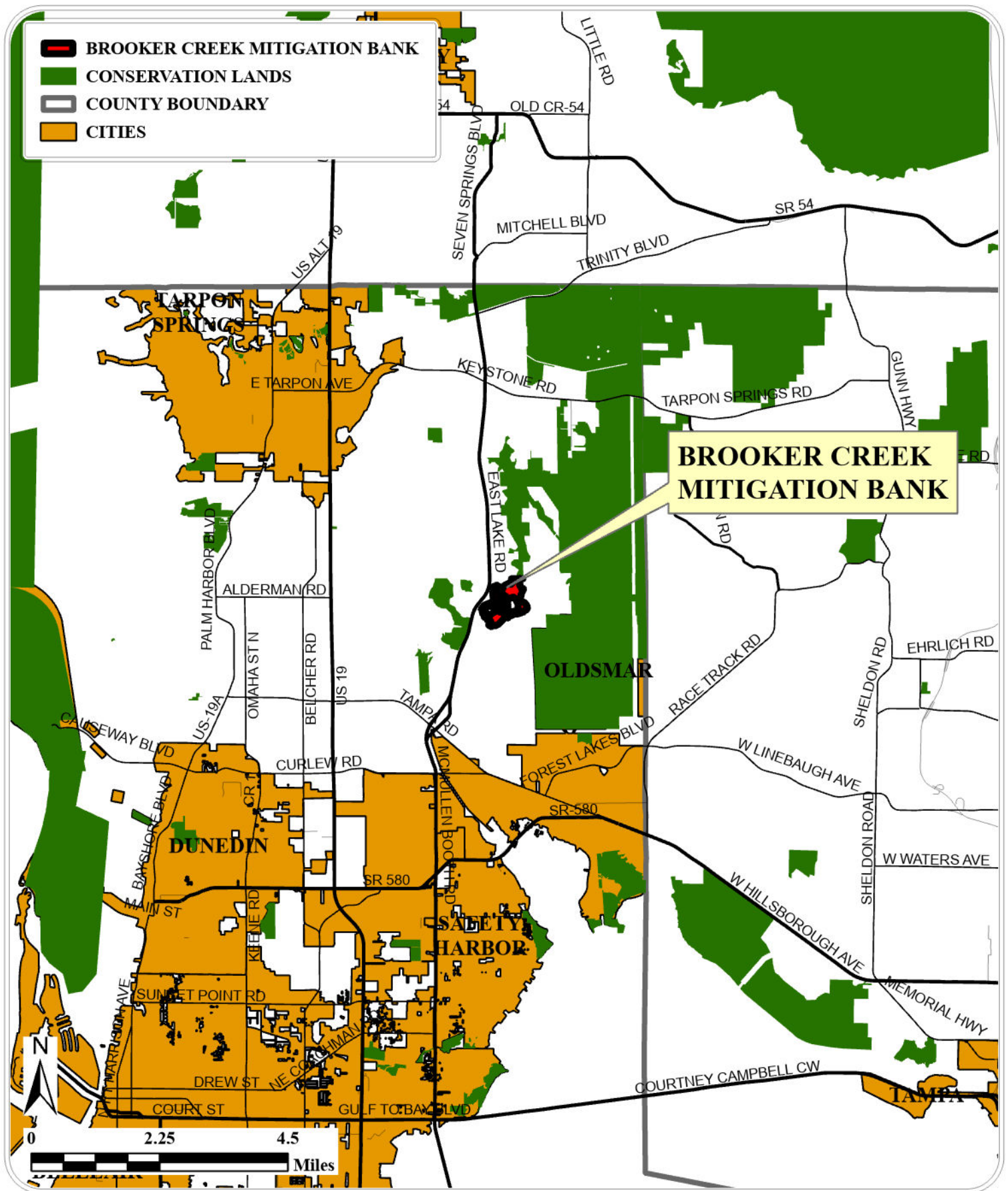
If you have any questions, please contact me at (813-892-4755) or a lcartwright@greensourceep.com.

Sincerely,

A handwritten signature in cursive script that reads "Lisa Cartwright".

Lisa Cartwright
GreenSource Environmental Professionals

Figure Map Set

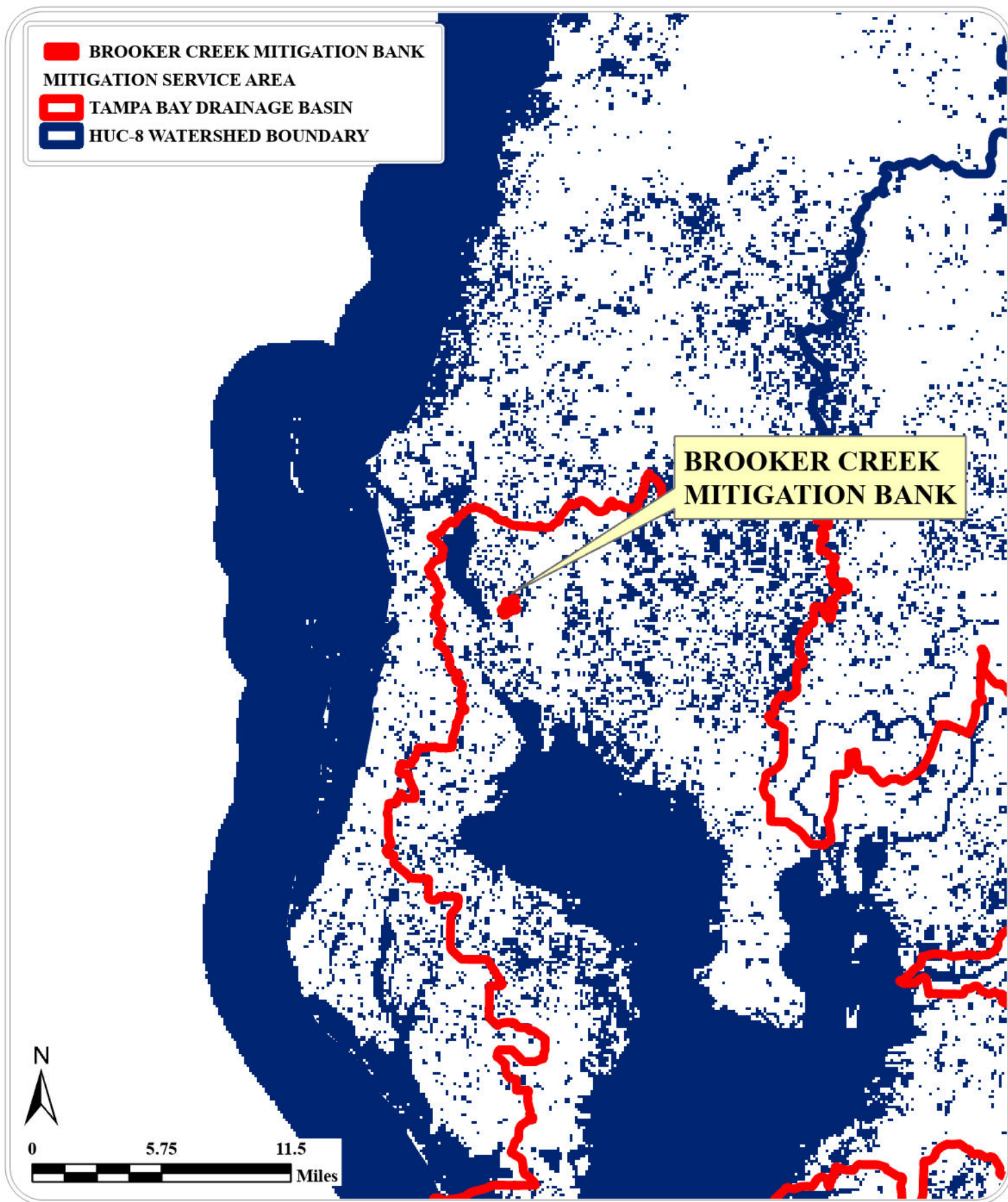


DATE: NOVEMBER 6, 2025
 PROJECT NUMBER: 357-1
 SOURCE: GREENSOURCE

**FIGURE 1:
 VICINITY MAP**

BROOKER CREEK MITIGATION BANK

15315 Indian Head Drive
 Tampa, FL 33629
 813-767-2035
www.GreenSourceEP.com



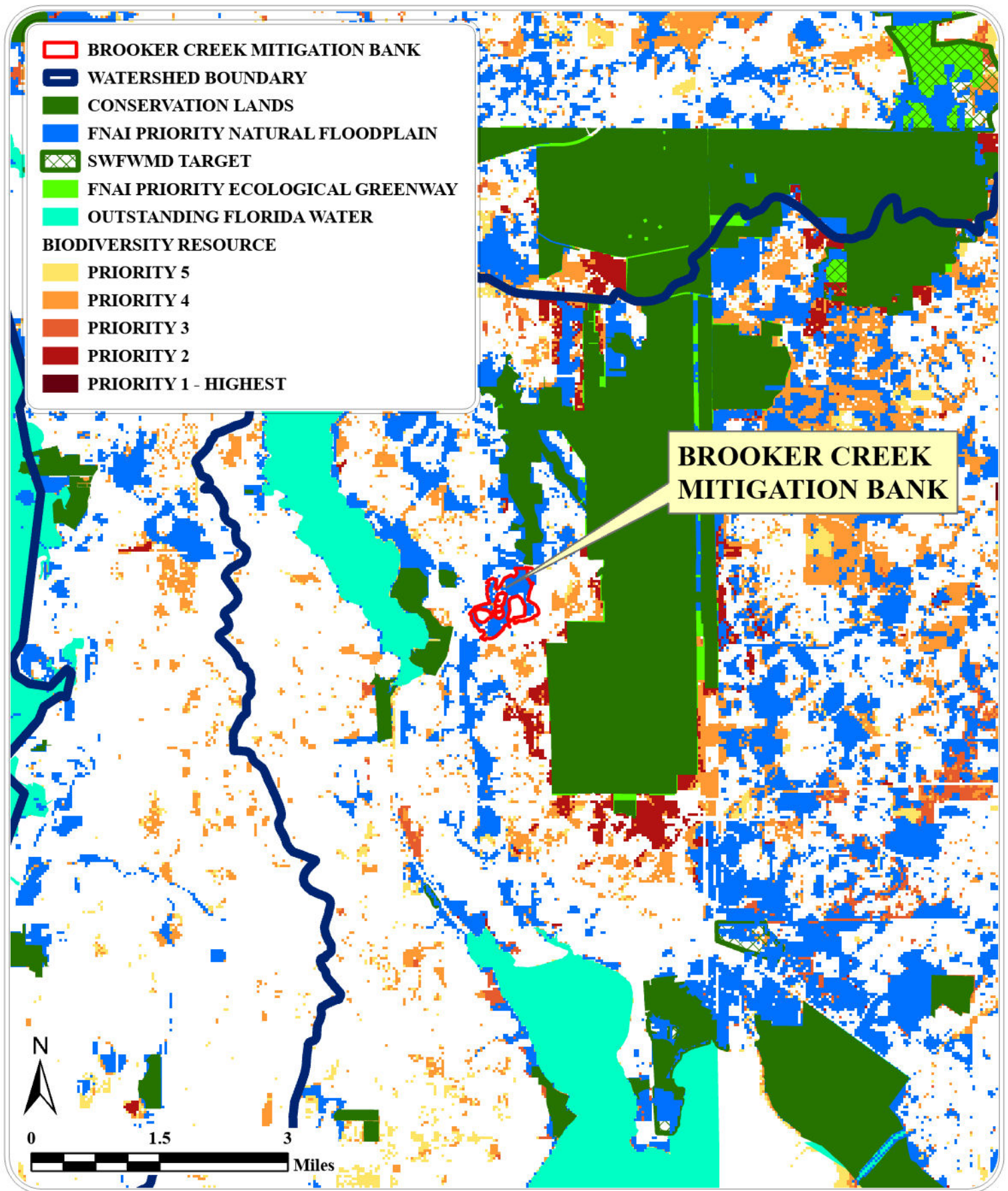
DATE: NOVEMBER 6, 2025
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

**FIGURE 2:
MITIGATION SERVICE AREA**

BROOKER CREEK MITIGATION BANK



15315 Indian Head Drive
Tampa, FL 33629
813-767-2035
www.GreenSourceEP.com



DATE: NOVEMBER 6, 2025
 PROJECT NUMBER: 357-1
 SOURCE: GREENSOURCE

FIGURE 3:
REGIONAL SIGNIFICANCE

BROOKER CREEK MITIGATION BANK



15315 Indian Head Drive
 Tampa, FL 33629
 813-767-2035
www.GreenSourceEP.com



BROOKER CREEK MITIGATION BANK - 172.46 AC

**Access Easement
from Public Road
to Bank**



0 400 800 1,600
Feet

Source: Esri, Maxar, Earthstar Geographics, IGN, and the GIS User Community

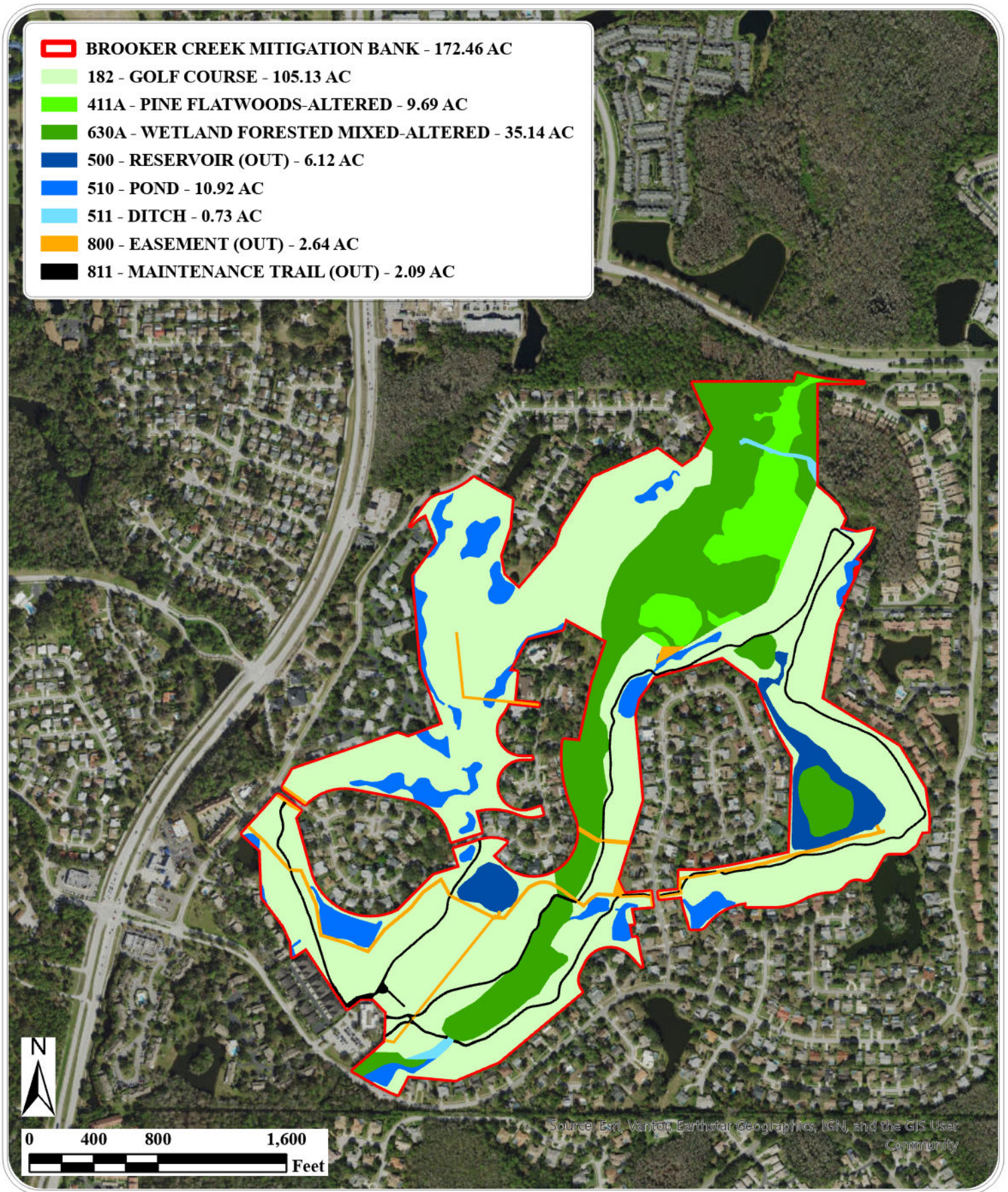
DATE: NOVEMBER 6, 2025
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

**FIGURE 4:
AERIAL PHOTOGRAPH**

BROOKER CREEK MITIGATION BANK



15315 Indian Head Drive
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www.GreenSourceEP.com



DATE: FEBRUARY 26, 2026
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

**FIGURE 5:
CURRENT HABITAT TYPES**

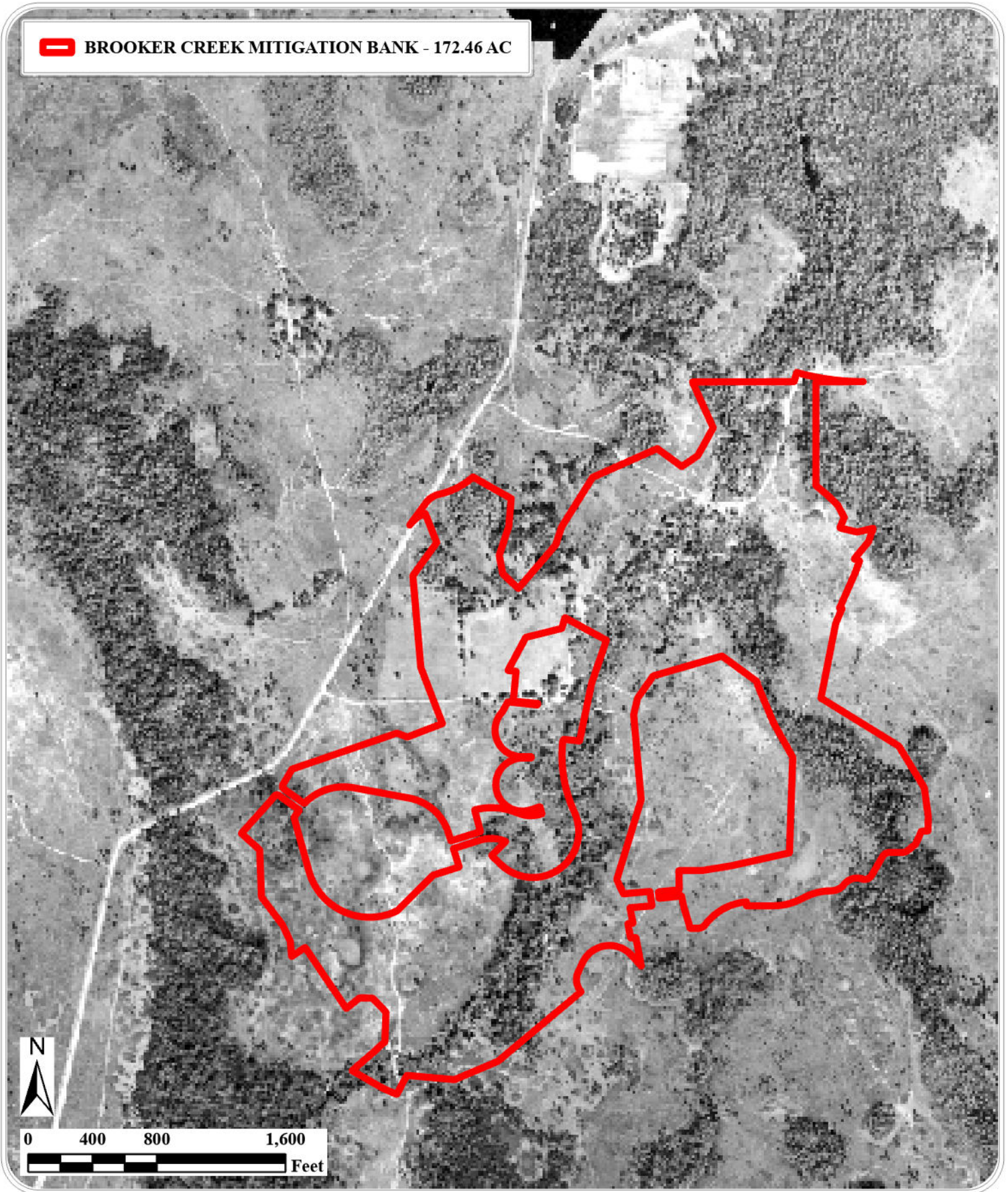
BROOKER CREEK MITIGATION BANK



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BROOKER CREEK MITIGATION BANK - 172.46 AC



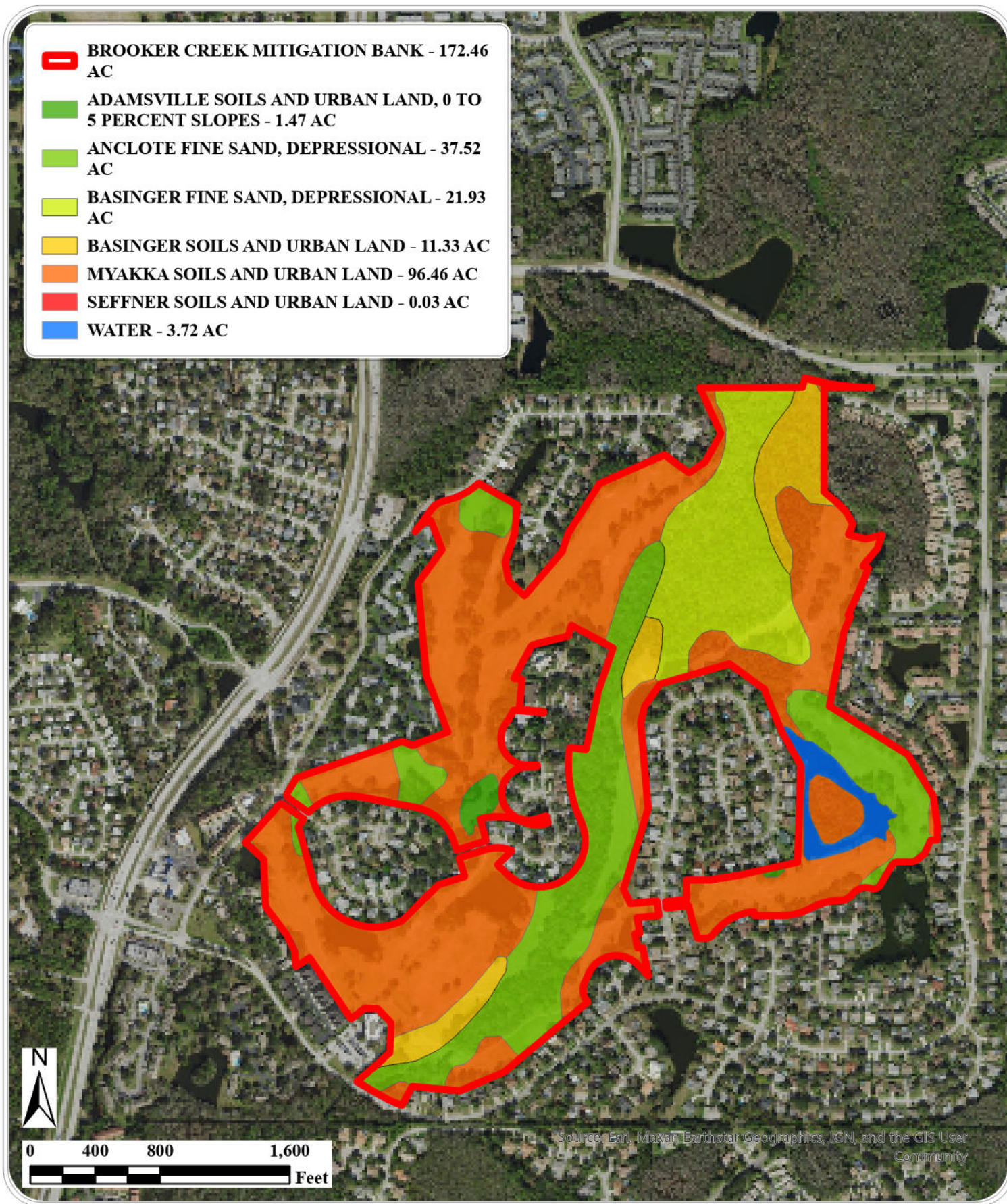
DATE: NOVEMBER 6, 2025
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

FIGURE 6:
1943 HISTORICAL AERIAL

BROOKER CREEK MITIGATION BANK



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DATE: NOVEMBER 6, 2025
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SOURCE: GREENSOURCE

FIGURE 7: NRCS SOILS

BROOKER CREEK MITIGATION BANK



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813-767-2035
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 **BROOKER CREEK MITIGATION BANK - 172.46 AC**

2-FOOT TOPOGRAPHY

ELEVATION

-  4
-  6
-  8
-  10
-  12
-  14
-  16



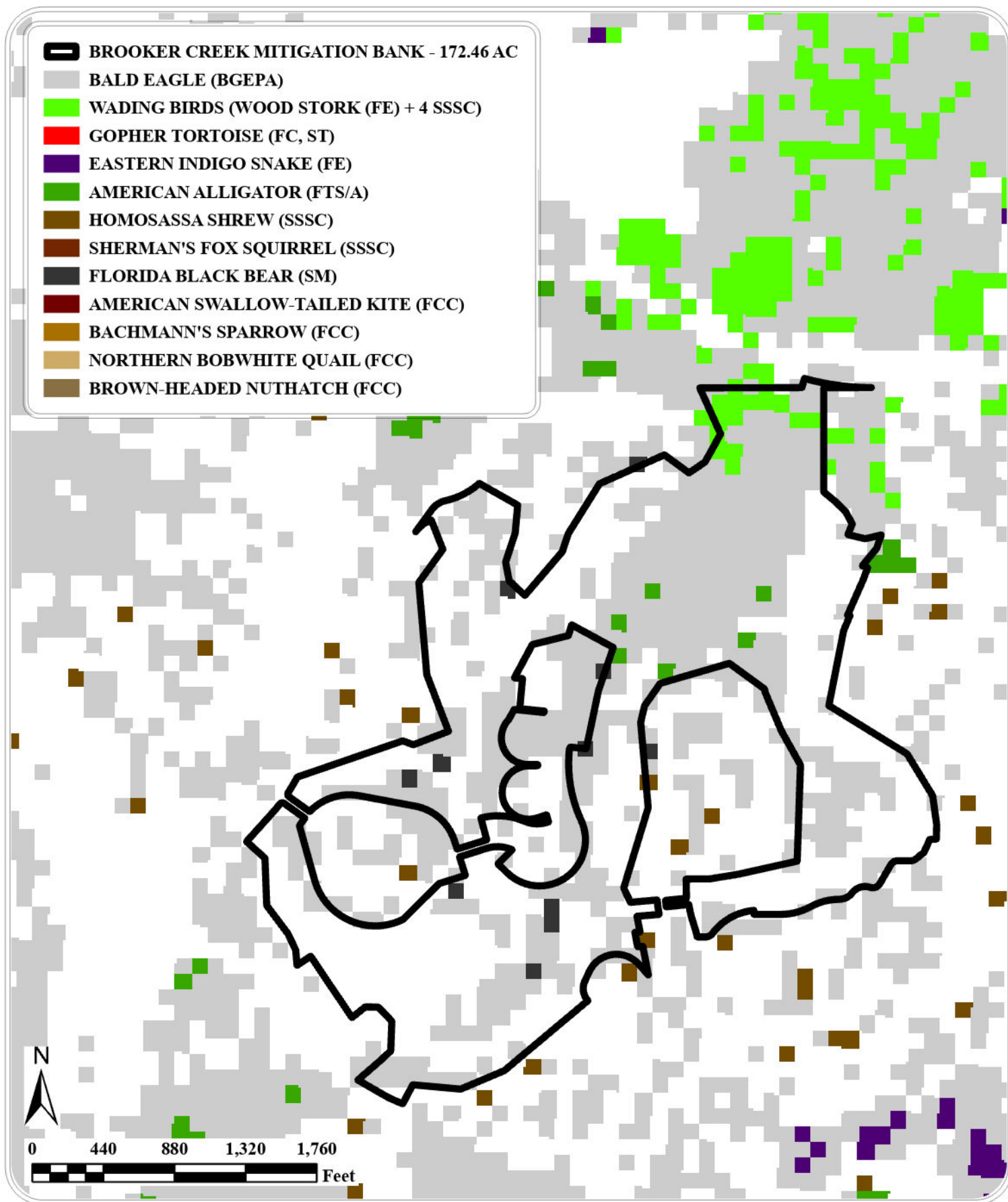
DATE: NOVEMBER 6, 2025
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

**FIGURE 8:
2-FOOT TOPOGRAPHY**

BROOKER CREEK MITIGATION BANK



15315 Indian Head Drive
Tampa, FL 33629
813-767-2035
www.GreenSourceEP.com



DATE: NOVEMBER 6, 2025
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

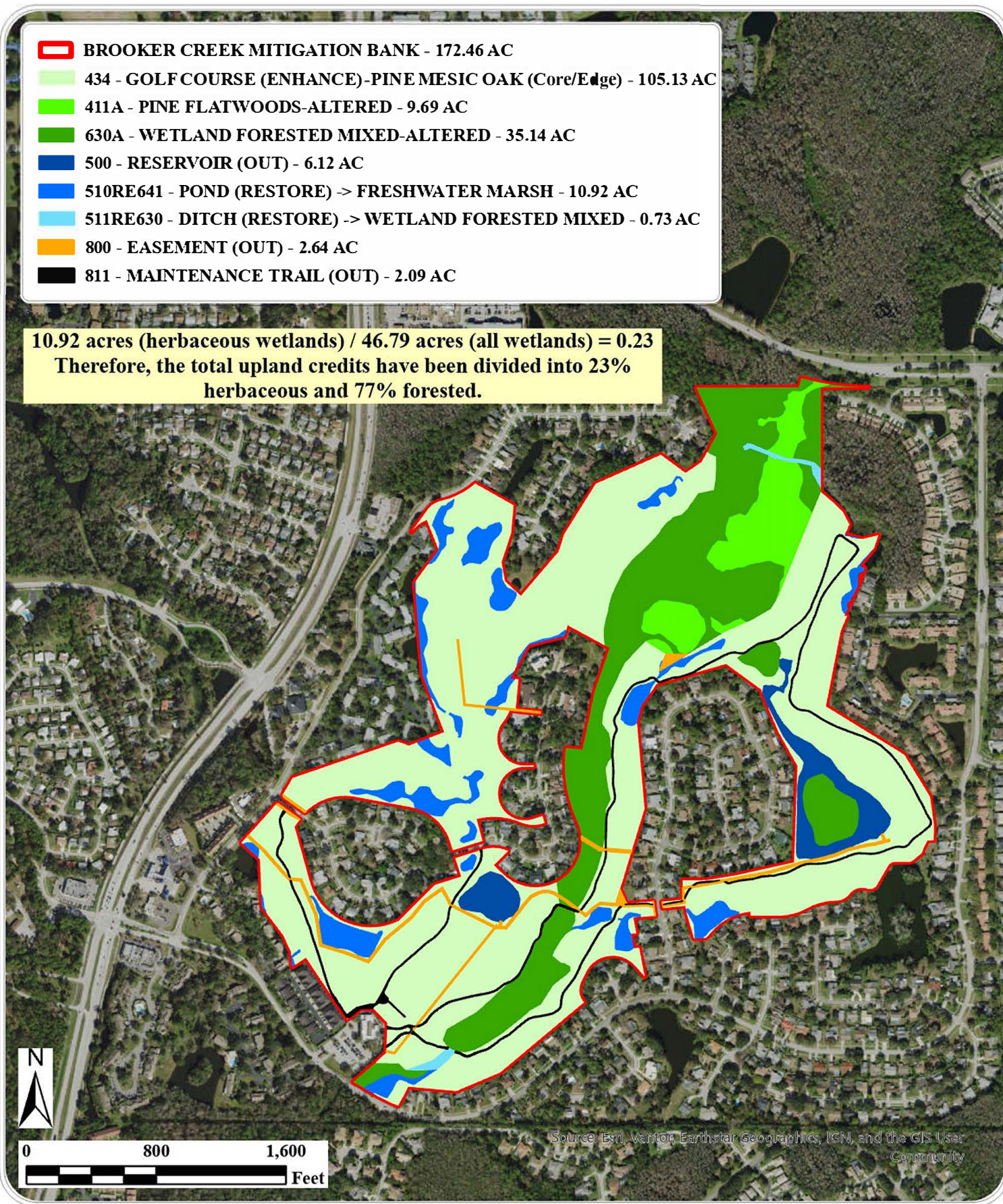
**FIGURE 9:
LISTED SPECIES
POTENTIAL HABITATS**
BROOKER CREEK MITIGATION BANK



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Tampa, FL 33629
813-767-2035
www.GreenSourceEP.com

- ▮ **BROOKER CREEK MITIGATION BANK - 172.46 AC**
- ▮ **434 - GOLF COURSE (ENHANCE)-PINE MESIC OAK (Core/Edge) - 105.13 AC**
- ▮ **411A - PINE FLATWOODS-ALTERED - 9.69 AC**
- ▮ **630A - WETLAND FORESTED MIXED-ALTERED - 35.14 AC**
- ▮ **500 - RESERVOIR (OUT) - 6.12 AC**
- ▮ **510RE641 - POND (RESTORE) -> FRESHWATER MARSH - 10.92 AC**
- ▮ **511RE630 - DITCH (RESTORE) -> WETLAND FORESTED MIXED - 0.73 AC**
- ▮ **800 - EASEMENT (OUT) - 2.64 AC**
- ▮ **811 - MAINTENANCE TRAIL (OUT) - 2.09 AC**

10.92 acres (herbaceous wetlands) / 46.79 acres (all wetlands) = 0.23
Therefore, the total upland credits have been divided into 23%
herbaceous and 77% forested.

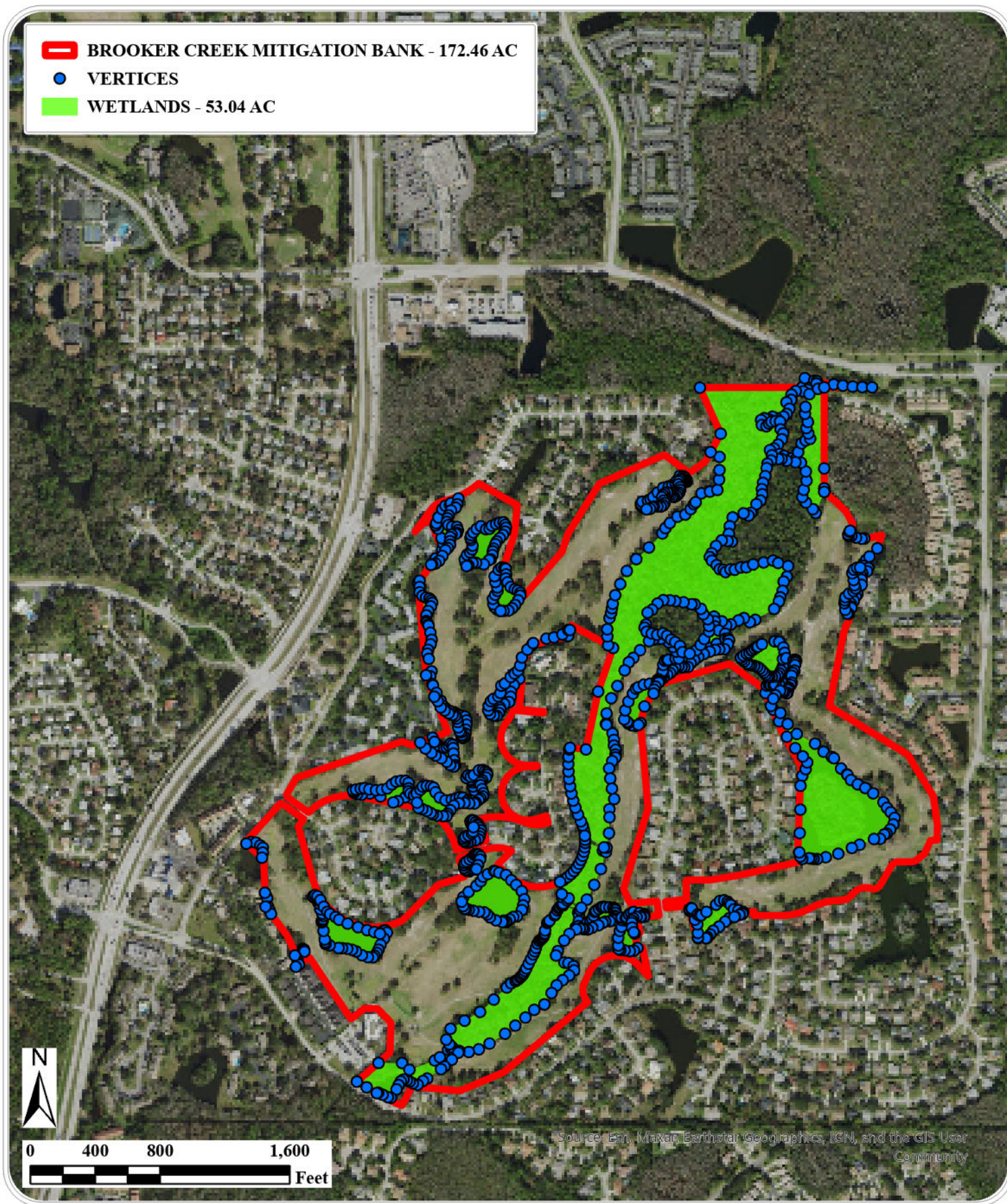


DATE: FEBRUARY 26, 2026
 PROJECT NUMBER: 357-1
 SOURCE: GREENSOURCE

FIGURE 10:
TARGET HABITAT TYPES

BROOKER CREEK MITIGATION BANK

15315 Indian Head Drive
 Tampa, FL 33629
 813-767-2035
www.GreenSourceEP.com



DATE: NOVEMBER 6, 2025
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

**FIGURE 11:
WETLAND DELINEATION MAP**

BROOKER CREEK MITIGATION BANK

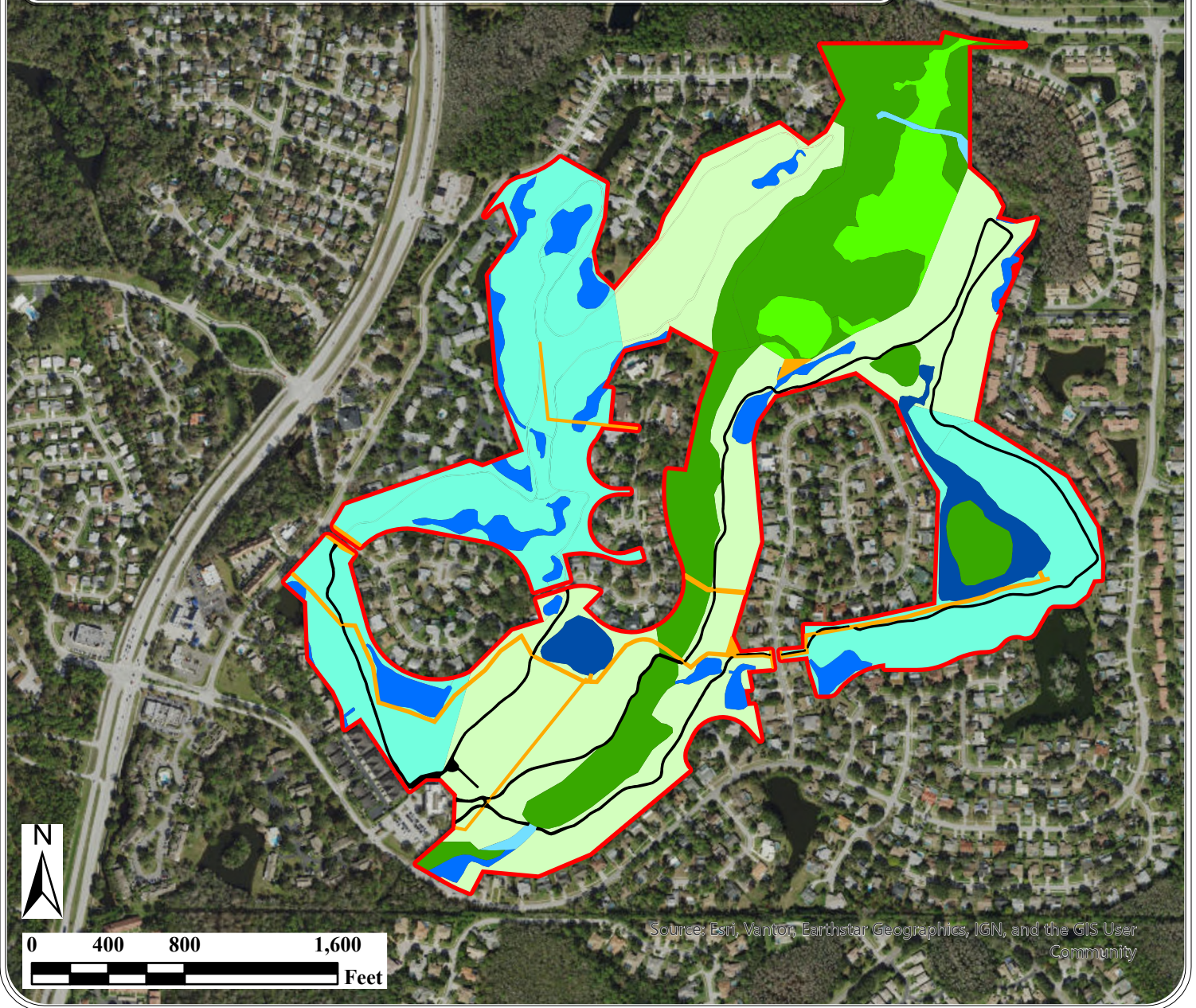


15315 Indian Head Drive
Tampa, FL 33629
813-767-2035
www.GreenSourceEP.com

 **BROOKER CREEK MITIGATION BANK - 172.46 AC**

FLUCCSCODE

-  182EN434 - GOLF COURSE (ENHANCE) -> PINE MESIC OAK (CORE) - 56.2 AC
-  182EN434 - GOLF COURSE (ENHANCE) -> PINE MESIC OAK (EDGE) - 48.93 AC
-  411A - PINE FLATWOODS-ALTERED - 9.69 AC
-  500 - RESERVOIR (OUT) - 6.12 AC
-  510RE641 - POND (RESTORE) -> FRESHWATER MARSH - 10.92 AC
-  511RE630 - DITCH (RESTORE) -> WETLAND FORESTED MIXED - 0.73 AC
-  630A - WETLAND FORESTED MIZED-ALTERED - 35.14 AC
-  800 - EASEMENT (OUT) - 2.64 AC
-  811 - MAINTENANCE TRAIL (OUT) - 2.09 AC



DATE: JULY 28, 2026
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

**FIGURE 12:
ASSESSMENT AREA MAP**

BROOKER CREEK MITIGATION BANK

 15315 Indian Head Drive
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813-767-2035
www.GreenSourceEP.com



DATE: NOVEMBER 7, 2025
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

FIGURE 13:
TRANSECT LOCATION MAP TO THE
MONITORING PLAN

BROOKER CREEK MITIGATION BANK

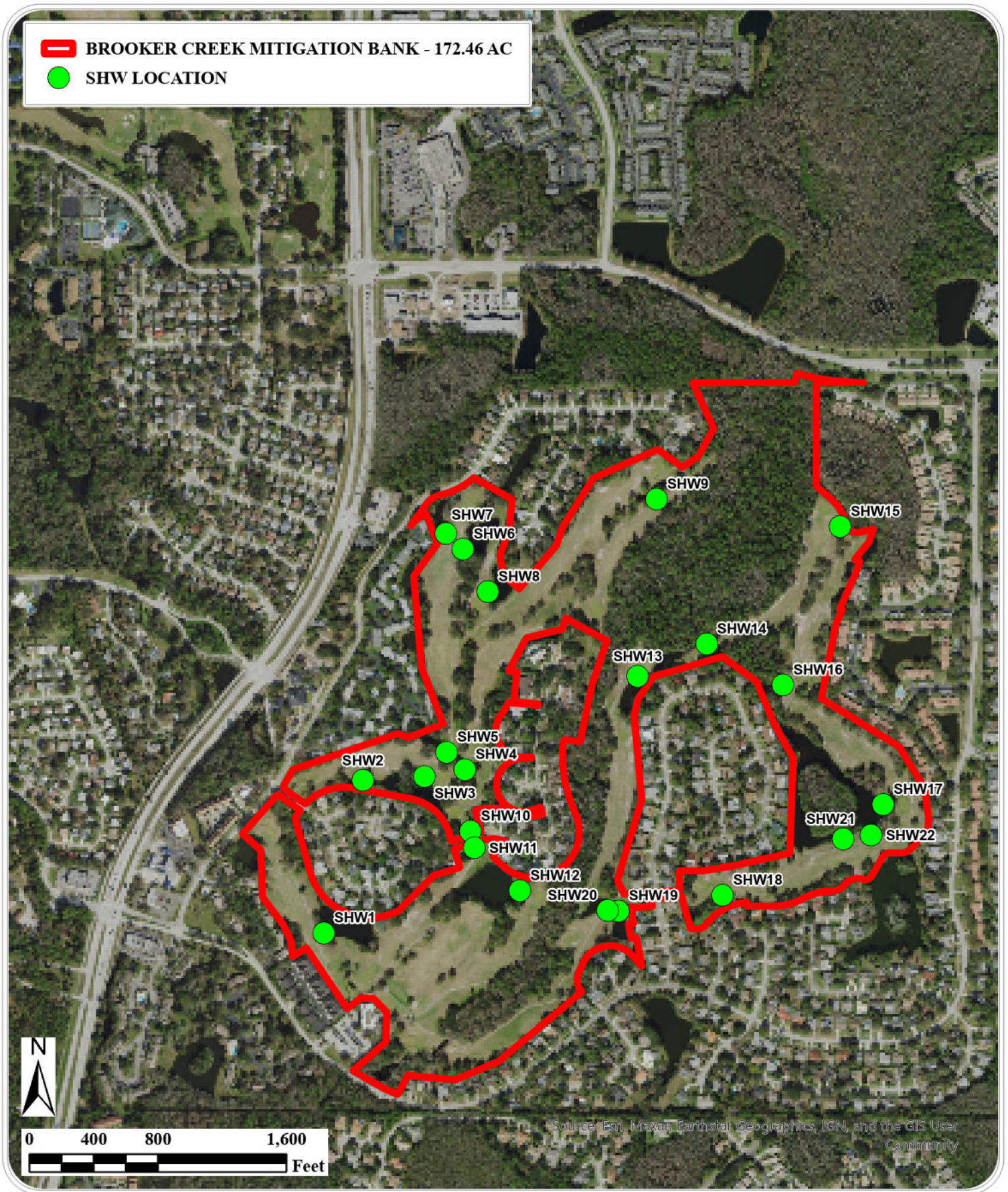
15315 Indian Head Drive
Tampa, FL 33629
813-767-2035
www.GreenSourceEP.com



DATE: FEBRUARY 26, 2026
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

**FIGURE 14:
SECURITY MEASURE
LOCATION MAP**
BROOKER CREEK MITIGATION BANK

15315 Indian Head Drive
Tampa, FL 33629
813-767-2035
www.GreenSourceEP.com



DATE: NOVEMBER 7, 2025
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

**FIGURE 15:
SHW LOCATIONS**

BROOKER CREEK MITIGATION BANK

15315 Indian Head Drive
Tampa, FL 33629
813-767-2035
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 **BROOKER CREEK MITIGATION BANK - 172.46 AC**



DATE: APRIL 28, 2026
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

**FIGURE X:
NON-CREDIT GENERATING
EXCEPTIONS**
BROOKER CREEK MITIGATION BANK

 15315 Indian Head Drive
Tampa, FL 33629
813-767-2035
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Attachment 1
Figure 14: Security Map
FWC Comments



DATE: FEBRUARY 26, 2026
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

FIGURE 14:
SECURITY MEASURE
LOCATION MAP
BROOKER CREEK MITIGATION BANK

15315 Indian Head Drive
Tampa, FL 33629
813-767-2035
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Florida Fish and Wildlife Conservation Commission

Commissioners

Rodney Barreto
Chairman
Coral Gables

Steven Hudson
Vice Chairman
Fort Lauderdale

Preston Farrior
Tampa

Gary Lester
Oxford

Albert Maury
Coral Gables

Gary Nicklaus
Jupiter

Sonya Rood
St. Augustine

Office of the
Executive Director
Roger A. Young
Executive Director

Charles "Rett" Boyd
Assistant Executive Director

George Warthen
Chief Conservation Officer

Jessica Crawford
Chief of Staff

Division of Habitat and
Species Conservation
Melissa Tucker
Director

850-488-3831

Managing fish and wildlife
resources for their long-term
well-being and the benefit
of people.

620 South Meridian Street
Tallahassee, Florida
32399-1600
Voice: 850-488-4676

Hearing/speech-impaired:
800-955-8771 (T)
800 955-8770 (V)

MyFWC.com

June 12, 2025

Lee Hughes
Southwest Florida Water Management District
7601 US Highway 301 North
Tampa, Florida 33637-6759
Lee.Hughes@swfwmd.state.fl.us

Re: Brooker Creek Mitigation Bank, Southwest Florida Water Management District
Environmental Resource Permit Application (907654), Pinellas County

Dear Mr. Hughes:

Florida Fish and Wildlife Conservation Commission (FWC) staff reviewed the above-referenced Environmental Resource Permit application and provides the following comments and recommendations as technical assistance during the review of the application under Chapter 373, Florida Statutes (FS), in accordance with FWC's authorities under Chapter 379, FS.

Project Description

The applicant, GreenSource Environmental Professionals, Inc., proposes the establishment of the Brooker Creek Mitigation Bank. The 172.6-acre project site is located on the north side of Tarpon Woods Boulevard, approximately 0.2 miles east of East Lake Road in Pinellas County. Dominant land covers on the site include approximately 108.2 acres of golf course, 36.8 acres of wetland forested mixed, 17.3 acres of ponds, and 9.8 acres of pine flatwoods.

The proposed work plan centers on hydrological restoration of a portion of the Brooker Creek floodplain currently occupied by a golf course. Specific techniques will include excavating the golf course fairways and filling in the artificial ponds to restore sheetflow conditions on either side of the creek, which discharges into Lake Tarpon. Supplemental plantings of herbaceous wetland plants and upland trees are planned, and invasive plant control will be conducted. Additionally, prescribed fire as a management technique is being considered for an area of uplands onsite.

Potentially Affected Resources

Incidental observations of wildlife are recorded in the application materials, specifically Florida sandhill crane (*Antigone canadensis pratensis*, State Threatened [ST]) and bald eagle (*Haliaeetus leucocephalus*). However, no formal wildlife survey was included. FWC staff conducted a geographic information system (GIS) analysis of the project area, which found that the project area is located near, within, or adjacent to:

- U.S Fish and Wildlife Service Consultation Area for the Florida scrub-jay (*Aphelocoma coerulescens*, Federally Threatened [FT])
- One or more Core Foraging Area(s) for the wood stork (*Mycteria americana*, FT)
- Potential habitat for the following state- and federally listed species:
 - Eastern indigo snake (*Drymarchon couperi*, FT)
 - Florida pine snake (*Pituophis melanoleucus mugitus*, ST)
 - Tricolored heron (*Egretta tricolor*, ST)

- Little blue heron (*Egretta caerulea*, ST)
- Existing conservation lands:
 - Brooker Creek Preserve, managed by the Southwest Florida Water Management District (SWFWMD)
 - East Lake Management Area, managed by Pinellas County
 - John Chesnut Sr. Park, managed by Pinellas County

Comments and Recommendations

FWC staff support the restoration, protection, and management of this site as wildlife habitat and for aquatic resource function in perpetuity. Once restored, the mitigation bank should improve the wildlife habitat available for federally and state-listed species as well as non-listed species that are rare, have been identified as a Species of Greatest Conservation Need, or depend on natural hydrologic flow patterns for breeding. FWC staff attended a site visit on March 31, 2025, with the applicant and representatives from the SWFWMD. Possible changes to the upland restoration and management plan were discussed, as were the fencing options for the site. Additionally, a little blue heron was observed. FWC staff offers the following technical assistance for project planning, preservation, enhancement, and creation activities.

Wildlife Friendly Fencing

Per the *Long Term Management Plan* submitted with the application, the perimeter of the site will be secured by a combination of smooth-wire fence and fenceless areas demarcated by signs placed every 50 feet. FWC staff supports this approach. Excessive fencing that impedes wildlife movement across the landscape is discouraged, especially in a riparian corridor area which will serve to facilitate wildlife movement. FWC staff recommends the following design considerations, where fencing is necessary, to minimize the potential for wildlife entrapment, injury, or death:

- Avoid the use of woven wire fencing or maintain 12 inches between the top and adjacent barbed wire strand,
- Adjust the height of the top wire so that it is no more than 40 to 42 inches high,
- Replace the top one or two strands and the bottom strand with smooth wire or a wood rail,
- Leave 12 inches between the top two wires and at least 18 inches between the bottom wire and the ground, and
- Increase visibility of smooth/barbwire by adding small sections of white PVC pipe or metal tags which will alert wildlife to the barrier.

Additional information on wildlife-friendly fencing can be found in the FWC Landowner Assistance Program guide to *Wildlife-Friendly Fencing* at (<https://myfwc.com/media/26928/wildlife-friendly-fencing.pdf>).

Prescribed Fire

Conversation with staff onsite indicated a willingness to utilize prescribed fire to manage the isolated upland pine flatwoods onsite, although this technique is not identified in the *Long Term Management Plan*. Prescribed fire is the ideal tool to establish and maintain the structure and diversity of vegetation in the proposed restoration communities including mesic flatwoods. Periodic fire can enhance seed and seedling production, control undesirable shrub species, and improve wildlife habitat. FWC staff supports shrub thinning and management of invasive,

nonnative plant species with herbicide application which should contribute to the establishment of a regular fire interval and assist in maintaining appropriate ecological communities. FWC staff recommends that the applicant coordinate fire management objectives with the nearby Brooker Creek Preserve to identify strategies that may benefit both parties. FWC staff also recommends that the applicant conduct early coordination with the Florida Forest Service to identify any potential limitations associated with fire and smoke management as it relates to surrounding privately managed conservation lands which may not use fire as a management tool.

Wading Birds

This project may create or maintain appropriate habitat for wading birds onsite and the following guidelines may be used to help enhance this habitat within the development:

- Maintain vegetated visual buffers around nesting colonies and feeding areas to protect birds from human disturbance.
- Include islands with suitable nesting habitat when constructing new ponds.
- Leave shrubs around the edges of ponds to provide nesting and foraging habitat and for bank stabilization.
- Minimize fertilizer, herbicide, and pesticide runoff into wetlands.

Application materials provided point to the importance of Carolina willow (*Salix caroliniana*) as rookery habitat for wading birds. FWC supports the proposed creation of Carolina willow islands to provide roosting and nesting habitat for wading birds. Additional information and guidance for conducting surveys can be found in the *Species Conservation Measures and Permitting Guidelines for Little Blue Heron, Reddish Egret, Roseate Spoonbill, Tricolored Heron* (<https://myfwc.com/media/18634/threatened-wading-birds-guidelines.pdf>).

FWC staff appreciates the opportunity to provide input on this proposed mitigation bank and is available to provide ongoing technical assistance throughout restoration plan development to ensure the long-term success of the proposed bank. For specific technical questions regarding the content of this letter, please contact James Chapin at (239) 272-9713 or by email at James.Chapin@MyFWC.com. All other inquiries may be sent to ConservationPlanningServices@MyFWC.com.

Sincerely,



Josh Cucinella
Land Use Planning Program Administrator
Office of Conservation Planning Services

jc/jc

Brooker Creek Mitigation Bank_60656_06122025

cc: Lisa Cartwright, GreenSource Environmental Professionals, Inc.,
lcartwright@greensourceep.com
Jesus Merly, 5M Civil, LLC, jesus.merly@5mcivil.com

Attachment 2
Department of State CRAS Concurrence Letter



FLORIDA DEPARTMENT of STATE

RON DESANTIS
Governor

CORD BYRD
Secretary of State

Southwest Florida Water Management District
2379 Broad St.
Brooksville, FL 34604

April 17, 2025

RE: DHR Project File No.: 2024-6780-C

Received by DHR: March 18, 2025

*ADDENDUM TO CULTURAL RESOURCE ASSESSMENT SURVEY OF THE BROOKER
CREEK MITIGATION BANK PROPERTY, PINELLAS COUNTY, FLORIDA*

To Whom It May Concern:

Our office reviewed the referenced project in accordance Chapters 267.061 and 373.414, *Florida Statutes*, and implementing state regulations for possible effects on historic properties listed, or eligible for listing, in the *National Register of Historic Places*. The project is subject to compliance with requirements for Southwest Florida Water Management District Permit Application No. 907654.

In February 2025, Archaeological Consultants, Inc. (ACI) conducted the above referenced survey as an addendum to their previous Phase I cultural resource assessment survey (CRAS) on behalf of GreenSource Environmental Professional, Inc. ACI excavated approximately 4 acres with 16 shovel tests dug throughout the project area in Pinellas County. As a result of the survey, one archaeological occurrence (AO) was identified. AOs are categorically excluded from listing on the NRHP. Based on the survey results, it is the opinion of ACI that the proposed project will not affect any known historic properties.

Based on the information provided, our office concurs with the survey results and recommendations presented and finds that, in keeping with our previous letter dated 2/12/25, the proposed project will have no adverse effect on historic properties listed, or eligible for listing, in the NRHP, or otherwise of historical, archaeological, or architectural value within the surveyed APE. Further, we find the submitted report complete and sufficient in accordance with Chapter 1A-46, *Florida Administrative Code*.

If you have any questions, please contact Ethan Putman, Historic Preservationist, by email at Ethan.Putman@dos.myflorida.com.

Sincerely,

Alissa Slade Lotane
Director, Division of Historical Resources
& State Historic Preservation Officer

Attachment 3
UMAM Summary Spreadsheet

Brooker Creek Mitigation Bank SWFWMD UMAM Summary Spreadsheet				Location and Landscape		Water Environment		Community Structure		"Without Mitigation" to "With Mitigation Bank" Credit Calculations						
FLUCCS Code	Assessment Area (Current Habitat Type)	Total Acreage	Credit Type	W/O Mit	With Mit	W/O Mit	With Mit	W/O Mit	With Mit	W/O Mit	With Mit	Mit Delta	Time Lag	Risk Factor	Mit RFG	Mit Credit
182EN434	Golf Course (Enhance) --> Pine Mesic-Oak (Core)	56.20	F/H	2	7	-	-	2	8	0.20000	0.75000	0.55000	1.46	1.25	0.30137	16.94
182EN434	Golf Course (Enhance) --> Pine Mesic-Oak (Edge)	48.93	F/H	2	5	-	-	2	8	0.20000	0.65000	0.45000	1.46	1.25	0.24658	12.07
411A	Pine Flatwoods - Altered	9.69	F/H	4	6	-	-	5	8	0.45000	0.70000	0.25000	1.07	1.25	0.18692	1.81
510RE641	Pond (Restore) --> Freshwater Marsh	10.92	H	3	6	6	8	3	8	0.40000	0.73333	0.33333	1.14	1.25	0.23392	2.55
511RE630	Ditch (Restore) --> Wetland Forested Mixed	0.73	F	3	6	6	8	4	6	0.43333	0.66667	0.23334	1.07	1.25	0.17446	0.13
630A	Wetland Forested Mixed - Altered	35.14	F	5	6	6	8	6	8	0.56667	0.73333	0.16666	1.07	1.25	0.12461	4.38
811	Maintenance Trail - OUT	2.09	N	No Credit Area												
500	Reservoir - OUT	6.12	N	No Credit Area												
800	Easement - OUT	2.64	N	No Credit Area												
	Forested Wetlands	35.87	F	Forested Wetland Credit from Wetland												4.51
	*Uplands Adjacent to Forested Wetlands	88.41	F	Forested Wetland Credit from Upland												23.73
	Herbaceous Wetlands	10.92	H	Herbaceous Wetland Credit from Wetland												2.55
	*Uplands Adjacent to Herbaceous Wetlands	26.41	H	Herbaceous Wetland Credit from Upland												7.09
	No Credit	10.85	N	No Credit												0.00
	Total Acreage	172.46		Total												37.88

*10.92 ac (herbaceous wetlands) / 46.79 (total wetlands Herb + Forested) = 0.23%. Therefore, the total upland credits have been divided into 23% Herbaceous Credits and 77% forested credits.

Attachment 4
Success Criteria Table

Brooker Creek Mitigation Bank												
Success Criteria Table				Vegetative Success Criteria								
FLUCCS	Assessment Area	Total										
Code	(Current Habitat Type)	Acreage	Post Construction Activities	Success Level	Exotic Species	Nuisance Species	Herb Cover	Shrub Cover	Tree Density (tpa)	Tree Planting (TPA)	*Tree Height (meters)	Tree Basal Area
182EN434	Golf Course (Enhance)--> Pine Mesic-Oak (Core / Edge)	105.13	Initial herbicide treatment	Baseline	10%	65%	12%	1%	38	Plant 40 TPA	na	
			Initial tree and shrub planting	Interim 1	≤7%	≤40%	≥10%	≥5%	≥75	2m/75 TPA	≥2m	
			Initial herbaceous seeding	Interim 2	≤3%	≤20%	≥20%	≥10%	≥75	3m/75 TPA	≥3m	
				Final	≤1%	≤5%	≥30%	10-20%	≥75	4m/75 TPA	≥4m	
411A	Pine Flatwoods - Altered	9.69	Initial herbicide treatment	Baseline	35%	7%	14%	40%	242		na	71
			Initial shrub and tree thinning	Interim 1	≤20%	≤5%	≥25%	≤30%	150		na	50
				Interim 2	≤10%	≤5%	≥35%	20-40%	75		na	40
				Final	≤1%	≤5%	≥40%	20-40%	40-50		na	20-40
510RE641	Pond (Restore) --> Freshwater Marsh	10.92	Initial herbicide treatment	Baseline	0%	0%	0%	0%	0		na	
			Initial herbaceous planting	Interim 1	≤10%	≤5%	≥30%	≤5%	≤1		na	
				Interim 2	≤5%	≤5%	≥60%	≤5%	≤1		na	
				Final	≤1%	≤5%	≥75%	≤5%	≤1		na	
511RE630	Ditch (Restore) --> Wetland Forested Mixed	0.73	Initial herbicide treatment	Baseline	48%	7%	18%	0%	13	Plant 100 TPA	4m	
			Initial Tree Planting	Interim 1	≤20%	≤5%	10-30%	≥10%	>100 tpa	2m/100 TPA	n/a	
				Interim 2	≤10%	≤5%	10-30%	≥20%	>100 tpa	3m/100 TPA	n/a	
				Final	≤1%	≤5%	10-30%	20-50%	>100 tpa	4m/100 TPA	n/a	
630A	Wetland Forested Mixed - Altered	35.14	Initial herbicide treatment	Baseline	36%	6%	21%	17%	172	**Plant 150 TPA	4m	
			Initial Tree Planting	Interim 1	≤20%	≤5%	10-30%	20-50%	>150 tpa	2m/150 TPA	n/a	
				Interim 2	≤10%	≤5%	10-30%	20-50%	>150 tpa	3m/150 TPA	n/a	
				Final	≤1%	≤5%	10-30%	20-50%	>150 tpa	4m/150 TPA	n/a	

*Includes planted & recruited target canopy tree species

**Planted Trees within Exotic Shrub/Tree removal areas

Attachment 5
Credit Release Schedule Narrative
Credit Release Schedule Table

Brooker Creek Mitigation Bank				Initial Release CE, Access Easement, FA, Site Security	Post Construction Credit Release Activities			Interim Credit Releases Demonstration of Success			
Credit Release Schedule											
FLUCCS	Assessment Area	Total	Credit		Exotic	Thin	Planting/ Seeding	Interim Level 1	Interim Level 2	Final	Total Credit
Code	(Current Habitat Type)	Acreage	Type	30%	30%			10%	10%	20%	
182EN434C	Golf Course (Enhance) --> Pine Mesic-Oak (Core / Edge)	105.13	F/H	8.70	4.35		4.35	2.90	2.90	5.81	29.01
411A	Pine Flatwoods - Altered	9.69	F/H	0.54	0.27	0.27		0.18	0.18	0.37	1.81
510RE641	Pond (Restore) --> Freshwater Marsh	10.92	H	0.77	0.38		0.38	0.26	0.26	0.50	2.55
511RE630	Ditch (Restore) --> Wetland Forested Mixed	0.73	F	0.04	0.02		0.02	0.01	0.01	0.03	0.13
630A	Wetland Forested Mixed - Altered	35.14	F	1.31	0.66		0.66	0.44	0.44	0.87	4.38
811	Maintenance Trail - OUT	2.09	N	No Credit Area							0.00
500	Reservoir - OUT	6.12	N	No Credit Area							0.00
800	Easement - OUT	2.64	N	No Credit Area							0.00
	Forested Wetlands	35.87	F	1.35	0.68		0.68	0.45	0.45	0.90	4.51
	*Uplands Adjacent to Forested Wetlands	88.41	F	7.11	3.56	0.21	3.35	2.37	2.37	4.76	23.73
	Herbaceous Wetlands	10.92	H	0.77	0.38		0.38	0.26	0.26	0.50	2.55
	*Uplands Adjacent to Herbaceous Wetlands	26.41	H	2.13	1.06	0.06	1.00	0.71	0.71	1.42	7.09
	No Credit	10.85	N								0.00
	Totals	172.46		11.36	5.68	0.27	5.41	3.79	3.79	7.58	37.88

*10.92 ac (herbaceous wetlands) / 46.79 (total wetlands Herb + Forested) =
 0.23%. Therefore, the total upland credits have been divided into 23%
 Herbaceous Credits and 77% forested credits.

CREDIT RELEASE SCHEDULE NARRATIVE

The credit release schedule will release credits based on the completion of initial activities, construction activities, as well as the attainment of interim and final success criteria, in each assessment area. Restoration activities for each assessment area are detailed in the Mitigation Work Plan.

Initial Release: No credits will be released until the Sponsor has provided a signed statement verifying that all the following requirements have been met and has provided copies of the following executed documents, as appropriate: Recordation of the Conservation Easement (CE); recordation of the access easement; submittal of Title Insurance Policy (TIP) issued to the appropriate state permitting agency (e.g. SWFWMD); cessation of all golf course activities; documentation establishing the financial assurances for construction and implementation (100% funded); documentation establishing the long-term financing mechanism (100% funded); and documentation of the installation of conservation area and no trespassing signage, and the installation of fencing and/or gates adjacent to public access areas.

Post-Construction Credit Release: There is no earthwork associated with this project; therefore, as-built engineering drawings are not required. Completion of initial mitigation activities will be documented, including the following information, a Post-construction Monitoring Report including photographic documentation, trash and debris removal, invasive species initial herbicide treatment and/or initial mechanical shrub removal, native shrub and tree thinning, and tree, shrub, and herbaceous planting/seeding, as appropriate for each assessment area. Note, if all construction elements of the bank are finalized by May 31st, it is feasible that a performance-based credit release may be entertained based on quantitative data collected in November/December. This would allow six months of vegetation establishment post-construction. If the May 31st deadline for construction is not achieved, then the first performance-based credit release would be based on the following monitoring year.

Success Level 1 Credit Release: A monitoring report has been submitted that demonstrates assessment areas have achieved the minimum performance standard milestones required at Level 1. A minimum of 6 months monitoring that demonstrates the assessment area has achieved the minimal standards established in Level 1 success criteria based on quantitative monitoring in November/December of that year is acceptable if all construction and planting is complete by May 31.

Success Level 2 Credit Release: A monitoring report has been submitted that demonstrates assessment areas have achieved the minimum performance standard milestones required at Level 2.

Final Credit Release: A monitoring report has been submitted that demonstrates assessment areas have achieved the minimum performance standard milestones

required at Final. Review long-term management plan and provide updates if needed. Construction and Implementation Financial assurances retired. Financial Assurance Reduction for remaining Implementation credit release activities. Documentation verifying the long-term financing mechanism fund has 100% of total required funding.

Attachment 6
Ledger

BROOKER CREEK MITIGATION BANK (ERP Permit #)
STATE LEDGER OF MITIGATION CREDITS
 Credit Type: Non-Forested
 Maximum Credits Available: 9.64

Modification Date	Project	Client	Client Permit Number	BCMB Modification Number	Wetland Impact Type	Credits Released	Credits Used	Credits Available
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[illegible][illegible]

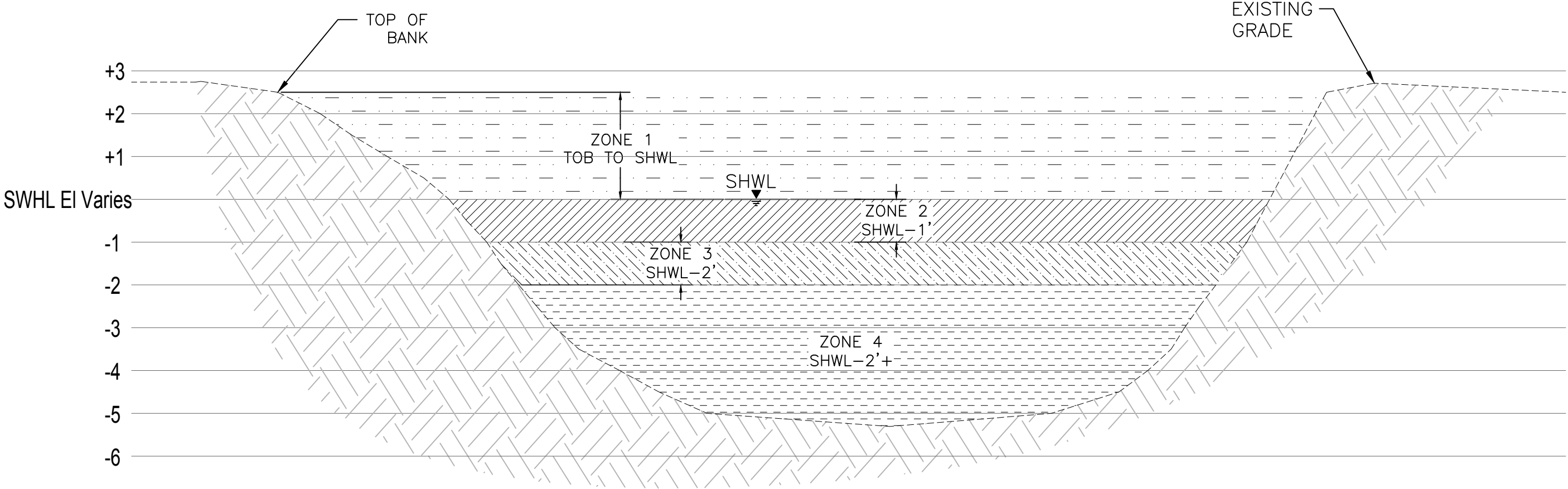
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
					TOTAL	0.00	0.00	0.00

Credit Type: Forested Maximum Credits Available: 28.24
--

[illegible]

						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
						0.00	0.00	0.00
					TOTAL	0.00	0.00	0.00

Attachment 7
Cross Sectional Drawing
Restoration Plans



A
XS-1

TYPICAL POND PLANTING SECTION

SCALE: NTS

PLANTING TABLE				
All species installed = 52,853 plantings* (4,840/ac)				
Zone 1	Scientific Name	Common Name	Size	Spacing
TOB to SHWL	<i>Spartina bakeria</i>	sand cordgrass	bare root	3' o.c.
Zone 2	Scientific Name	Common Name	Size	Spacing
SHWL to SHWL -1'	<i>Eleocharis cellulosa</i>	gulf coast spikerush	bare root	3' o.c.
SHWL to SHWL -1'	<i>Juncus effusus</i>	softrush	bare root	3' o.c.
Zone 3	Scientific Name	Common Name	Size	Spacing
SHWL -1' to SHWL -2'	<i>Pontederia cordata</i>	duck potato	bare root	3' o.c.
SHWL -1' to SHWL -2'	<i>Sagittaria lancifolia</i>	arrowhead	bare root	3' o.c.
SHWL -1' to SHWL -2'	<i>Schoenoplectus californicus</i>	giant bulrush	bare root	3' o.c.
Zone 4	Scientific Name	Common Name	Size	Spacing
SHWL -2' +	<i>Nuphar advena</i>	spatterdock	bare root	3' o.c.
SHWL -2' +	<i>Nymphaea odorata</i>	white waterlily	bare root	3' o.c.
SHWL -2' +	<i>Thalia geniculata</i>	alligatorflag	bare root	3' o.c.
*species may be substituted based on availability and approval				

A	RAI 1 RESPONSE	JAM	3/6/26
REV	DESCRIPTION	BY	DATE
Elevations shown within this plan set are based on North American Vertical Datum of 1988 (NAVD88)			
		5M CIVIL LLC 12506 Bronco Dr - Tampa, FL 33626 P:(813) 404-8872 - www.5mcivil.com	
FBPR Certificate of Authorization No.: 26929			



Jesus A. Merly, PE FL Reg No. 58113

TYPICAL PLANTING SECTION	
BROOKER CREEK CONSERVATION AREA	
TARPON WOODS PROPERTIES, LLC	XS-1

BROOKER CREEK MITIGATION BANK -172.46 AC

VEGETATIVE COMMUNITIES

182EN434 - GOLF COURSE (ENHANCE) - PINE MESIC OAK(Core/Edge) - 105.13 AC

RESTORATION ACTIVITY SEQUENCE

1 - CESSATION OF AGRICULTURE / SILVICULTURE

2 - INVASIVE / NUISANCE TREATMENT

3 - SUPPLEMENTAL PLANTING

PLANTING TABLE					
All species installed =4,205 tree plantings* (40 tpa)					
Zone	Scientific Name	Common Name	Size	Spacing	Acreage
182EN434	<i>Pinus elliottii</i>	slash pine	1 gallon	24' o.c.	105.13
*species may be substituted based on availability and approval					
All species installed = 3,154 shrub plantings* (30/ac)					
Zone	Scientific Name	Common Name	Size	Spacing	Acreage
182EN434	<i>Morella cerifera</i>	wax myrtle	1 gallon	38' o.c.	105.13
182EN434	<i>Ilex glabra</i>	gallberry	1 gallon	38' o.c.	105.13
182EN434	<i>Serenoa repens</i>	saw palmetto	1 gallon	38' o.c.	105.13
182EN434	<i>Vaccinium arboreun</i>	sparkleberry	1 gallon	38' o.c.	105.13
182EN434	<i>Viburnum rufidulum</i>	rusty blackhaw	1 gallon	38' o.c.	105.13
*species may be substituted based on availability and approval					
All species installed = 631 lbs. herbaceous seed mix* (6lbs./ac)					
Zone	Scientific Name	Common Name	Size	Spacing	Acreage
182EN434	<i>Andropogon virginicus</i>	broomsedge	seed	broadcast	105.13
182EN434	<i>Liatris spicata</i>	blazing star	seed	broadcast	105.13
182EN434	<i>Schizachyrium scoparium</i>	little bluestem	seed	broadcast	105.13
182EN434	<i>Schizachyrium tenerum</i>	slender bluestem	seed	broadcast	105.13
182EN434	<i>Solidago fistulosa</i>	goldenrod	seed	broadcast	105.13
*species may be substituted based on availability and approval					

N

02505001,0001,5002,000

Feet



BROOKER CREEK MITIGATION BANK -172.46 AC

VEGETATIVE COMMUNITIES

411A - PINE FLATWOODS-ALTERED - 9.69 AC

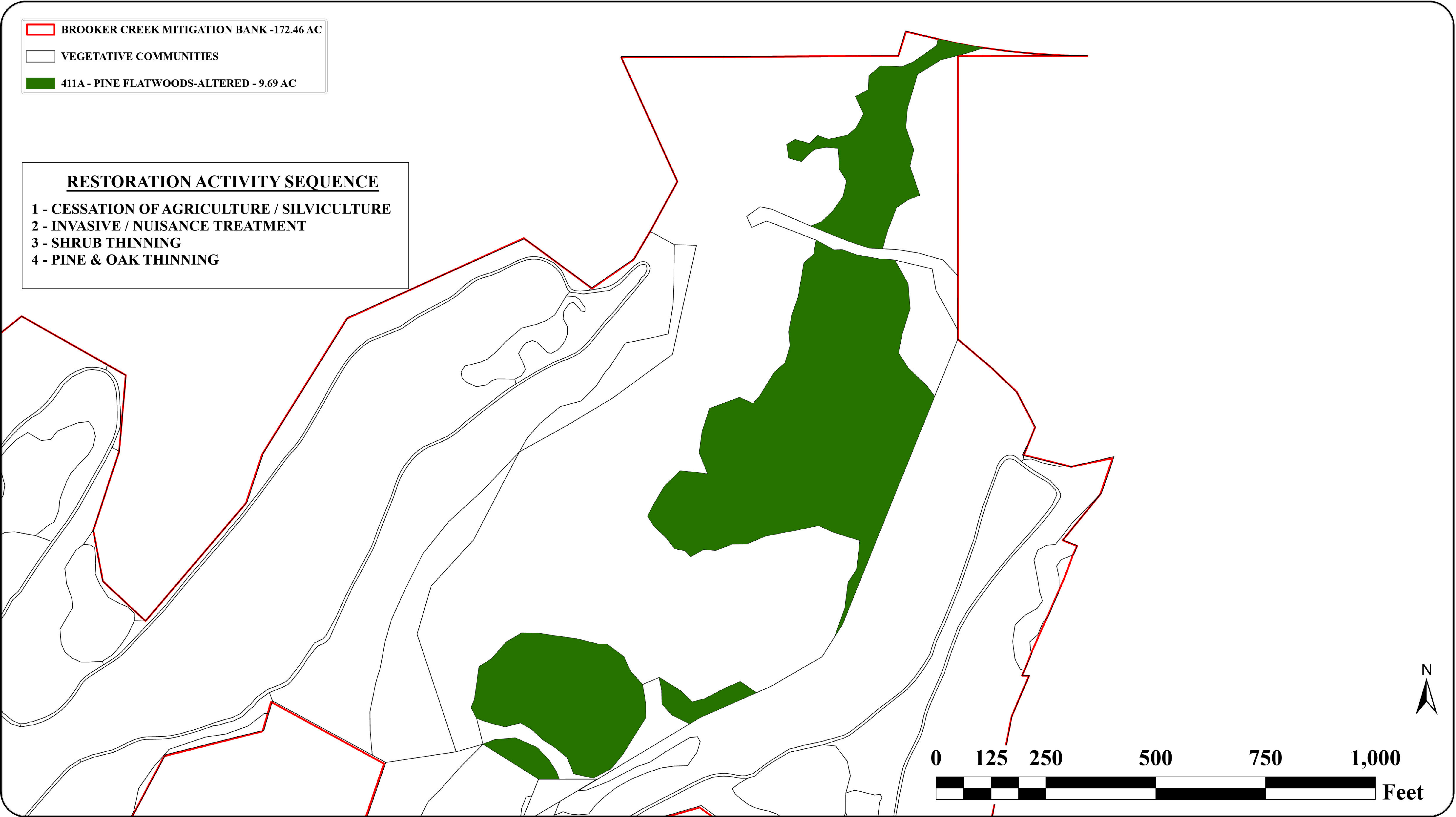
RESTORATION ACTIVITY SEQUENCE

1 - CESSATION OF AGRICULTURE / SILVICULTURE

2 - INVASIVE / NUISANCE TREATMENT

3 - SHRUB THINNING

4 - PINE & OAK THINNING



BROOKER CREEK MITIGATION BANK -172.46 AC

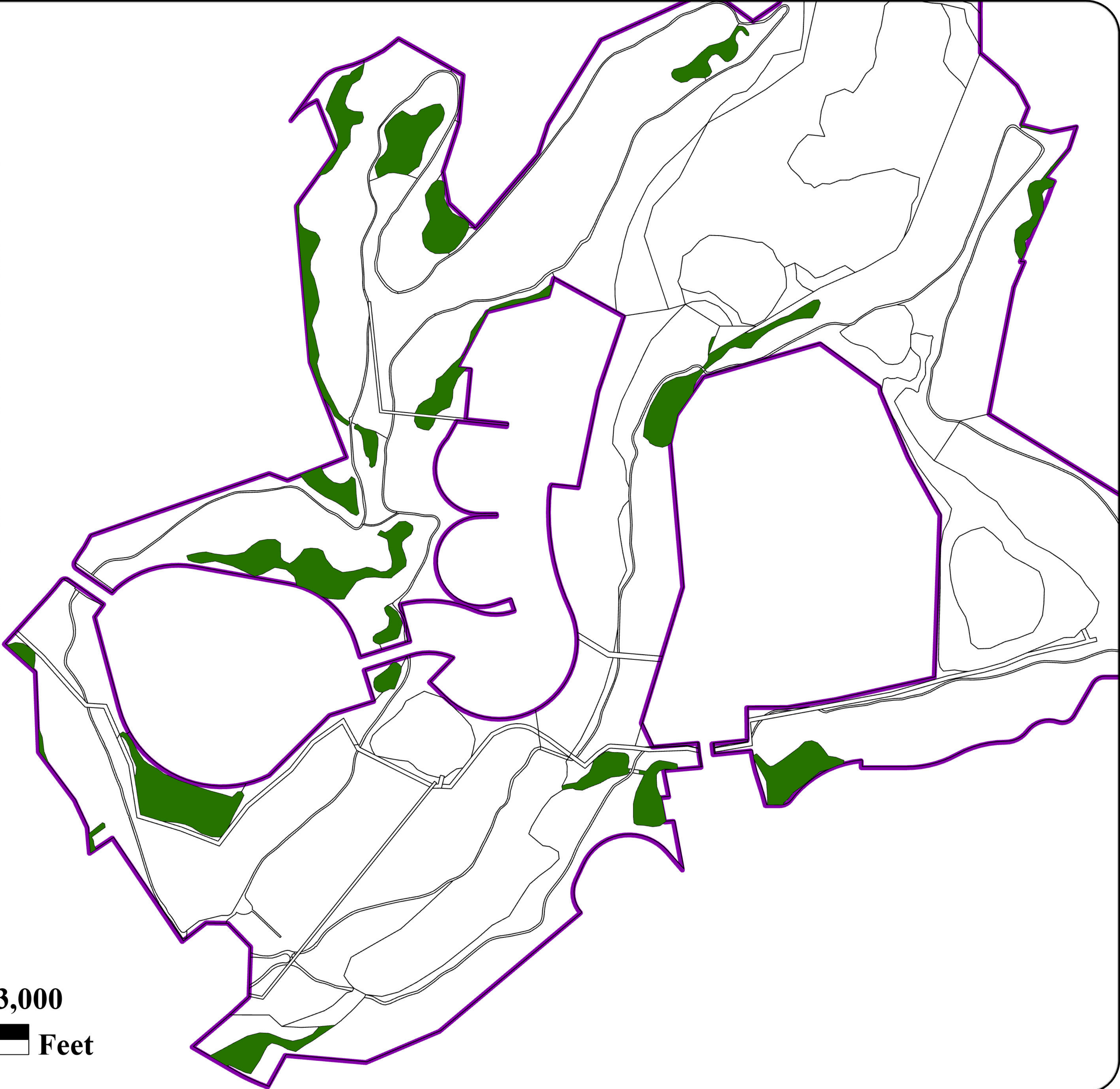
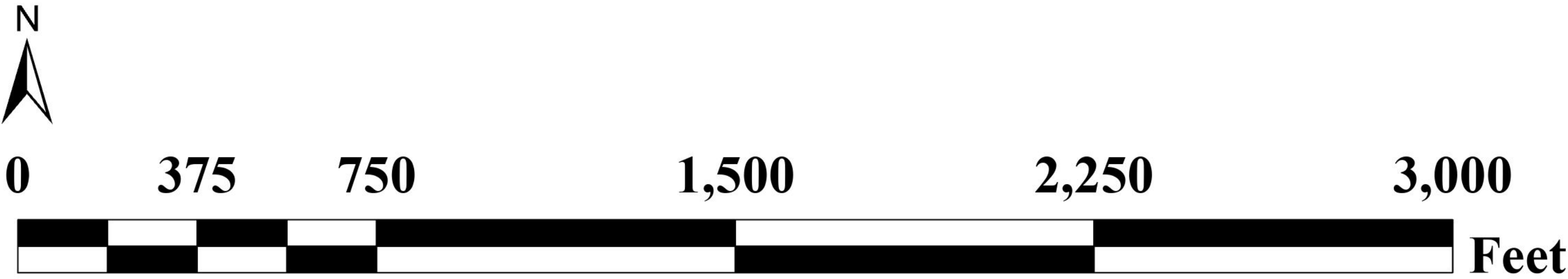
VEGETATIVE COMMUNITIES

510RE641 - POND (RESTORE)->FRESHWATER MARSH - 10.92 AC

PLANTING TABLE				
510RE641 - 10.92 AC				
All species installed = 52,853 plantings* (4,840/ac)				
Zone 1	Scientific Name	Common Name	Size	Spacing
TOB to SHWL	<i>Spartina bakeria</i>	sand cordgrass	bare root	3' o.c.
Zone 2	Scientific Name	Common Name	Size	Spacing
SHWL to SHWL -1'	<i>Eleocharis cellulosa</i>	gulf coast spikerush	bare root	3' o.c.
SHWL to SHWL -1'	<i>Juncus effusus</i>	softrush	bare root	3' o.c.
Zone 3	Scientific Name	Common Name	Size	Spacing
SHWL -1' to SHWL -2'	<i>Pontederia cordata</i>	duck potato	bare root	3' o.c.
SHWL -1' to SHWL -2'	<i>Sagittaria lancifolia</i>	arrowhead	bare root	3' o.c.
SHWL -1' to SHWL -2'	<i>Schoenoplectus californicus</i>	giant bulrush	bare root	3' o.c.
Zone 4	Scientific Name	Common Name	Size	Spacing
SHWL -2' +	<i>Nuphar advena</i>	spatterdock	bare root	3' o.c.
SHWL -2' +	<i>Nymphaea odorata</i>	white waterlily	bare root	3' o.c.
SHWL -2' +	<i>Thalia geniculata</i>	alligatorflag	bare root	3' o.c.
*species may be substituted based on availability and approval				

RESTORATION ACTIVITY SEQUENCE

- 1 - CESSATION OF COMMERCIAL ACTIVITIES
- 2 - INVASIVE / NUISANCE TREATMENT
- 3 - HERBACEOUS PLANTING



BROOKER CREEK MITIGATION BANK -172.46 AC

VEGETATIVE COMMUNITIES

511RE630 - DITCH (RESTORE)->WETLAND FORESTED MIXED - 0.73 AC

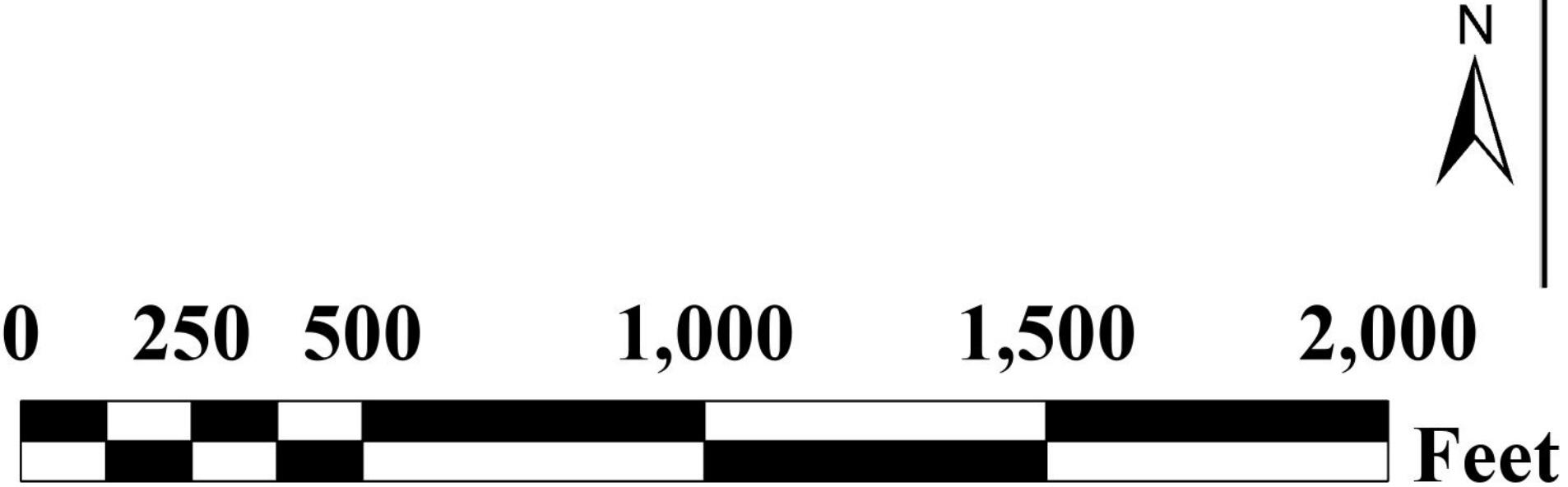
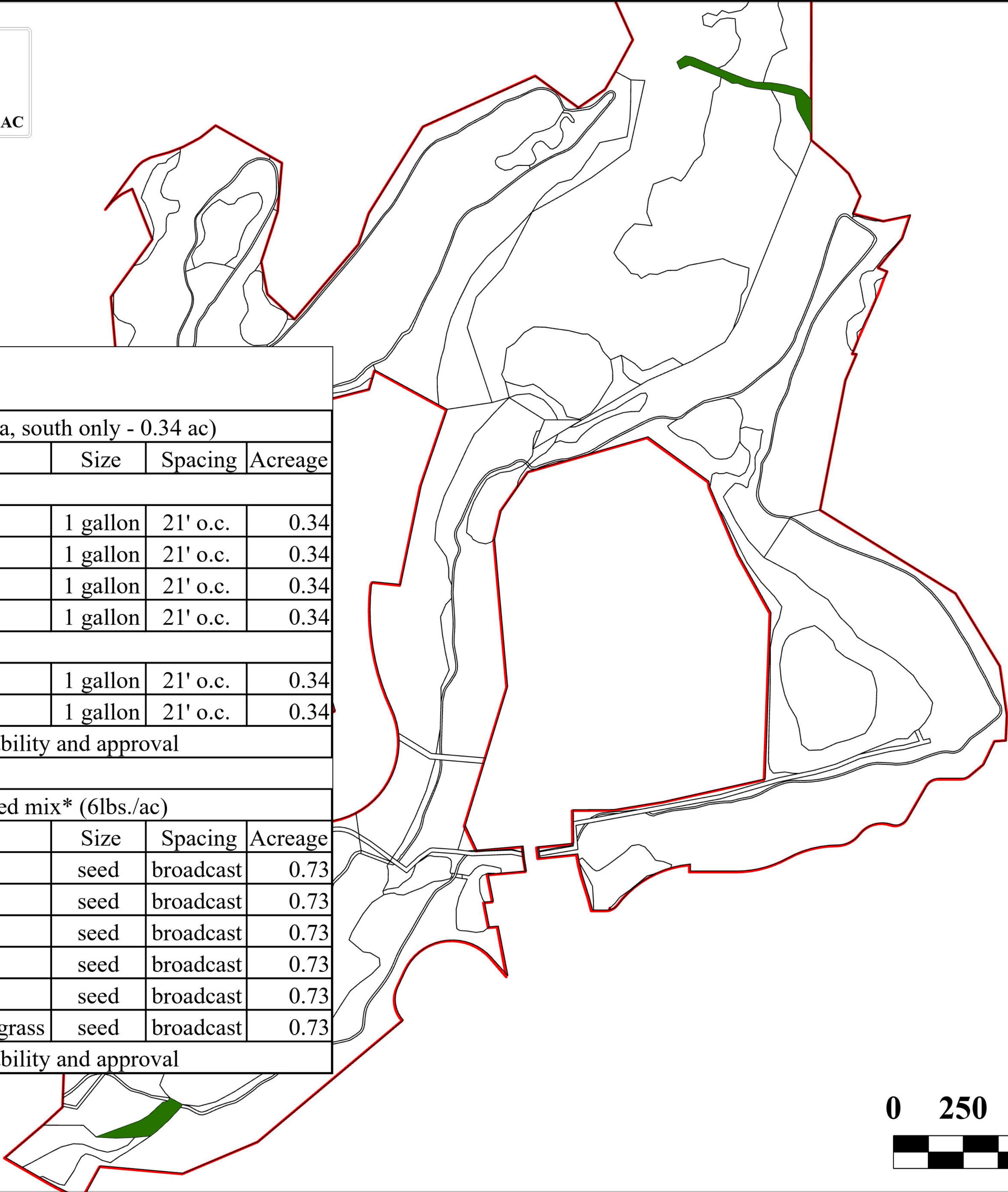
RESTORATION ACTIVITY SEQUENCE

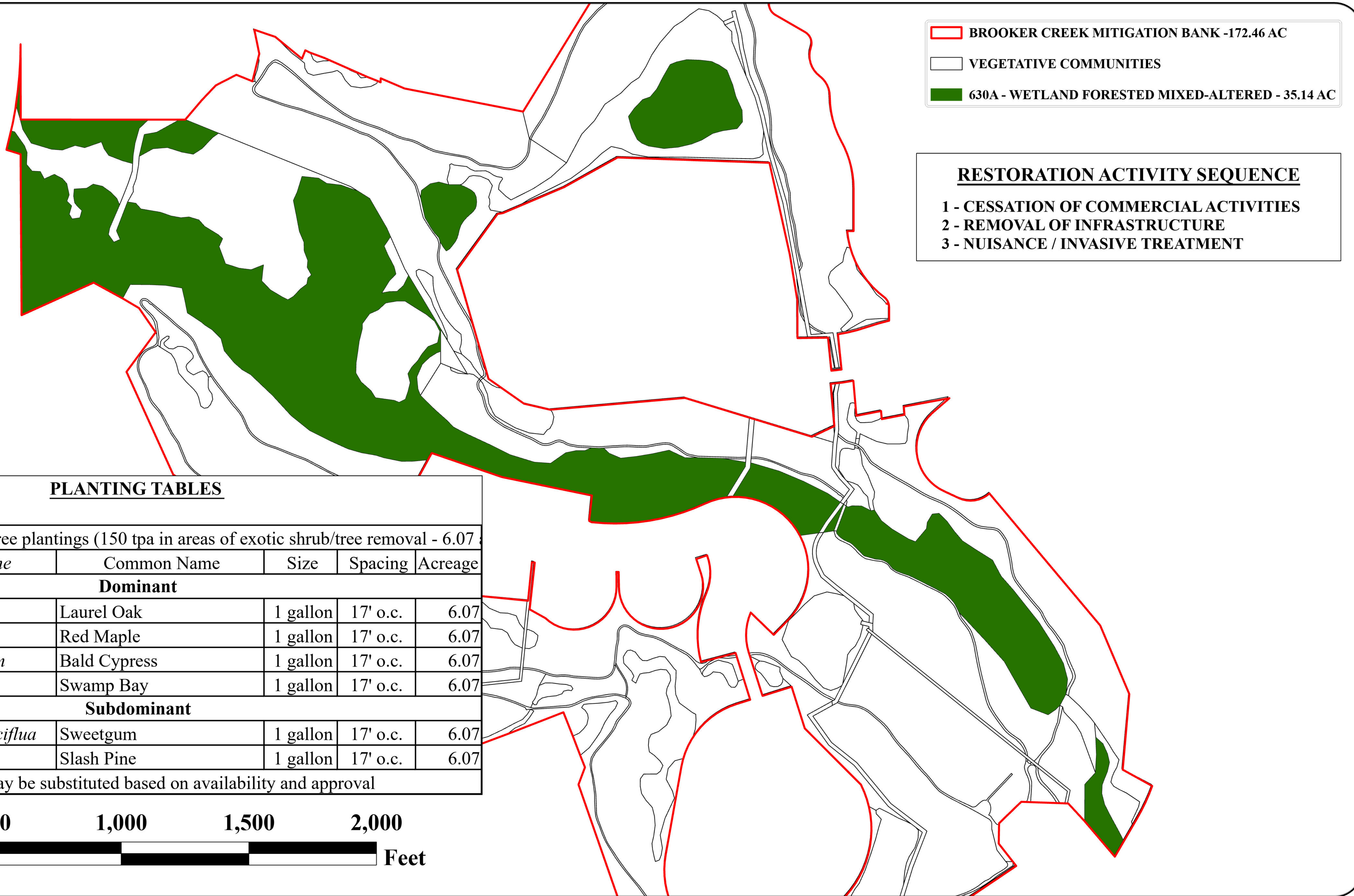
1 - CESSATION OF COMMERCIAL ACTIVITIES

2 - NUISANCE / INVASIVE TREATMENT

3 - HERBACEOUS SEEDING

PLANTING TABLES					
All species installed = 34 tree plantings (100 tpa, south only - 0.34 ac)					
Zone	Scientific Name	Common Name	Size	Spacing	Acreage
Dominant					
511RE630	<i>Quercus laurifolia</i>	Laurel Oak	1 gallon	21' o.c.	0.34
511RE630	<i>Acer rubrum</i>	Red Maple	1 gallon	21' o.c.	0.34
511RE630	<i>Taxodium distichum</i>	Bald Cypress	1 gallon	21' o.c.	0.34
511RE630	<i>Persea palustris</i>	Swamp Bay	1 gallon	21' o.c.	0.34
Subdominant					
511RE630	<i>Liquidambar styraciflua</i>	Sweetgum	1 gallon	21' o.c.	0.34
511RE630	<i>Pinus elliotii</i>	Slash Pine	1 gallon	21' o.c.	0.34
*species may be substituted based on availability and approval					
All species installed = 5 lbs. herbaceous seed mix* (6lbs./ac)					
Zone	Scientific Name	Common Name	Size	Spacing	Acreage
511RE630	<i>Aristida</i> spp.	wiregrasses	seed	broadcast	0.73
511RE630	<i>Carex</i> spp.	sedges	seed	broadcast	0.73
511RE630	<i>Dichanthelium</i> spp.	witchgrasses	seed	broadcast	0.73
511RE630	<i>Solidago fistulosa</i>	goldenrod	seed	broadcast	0.73
511RE630	<i>Rhynchospora</i> spp.	beaksedges	seed	broadcast	0.73
511RE630	<i>Xyris jupicai</i>	Richard's yelloweyed grass	seed	broadcast	0.73
*species may be substituted based on availability and approval					





Attachment 8
Opinion of Probable Costs

Attachment 9
Figure 10: Target Habitats

FLUCCS Codes	Brooker Creek Mitigation Bank Initial Construction Tasks	Unit	Unit Price	Quantity	
Fence and Sign Installation	Fence and Sign Installation	LF	\$ 4.25	3,000.00	\$ 12,
	Year 0/Post Construction Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
			Subtotal Cost - Earthwork - Year 0		\$ 22,
182EN434	Golf Course-->Pine Mesic-Oak 100% One Time Herbicide / thinning of exotic shrubs and trees	AC	\$ 300.00	105.13	\$ 31,
182EN434	Golf Course --> Pine Mesic-Oak Herbicide 50% Spot Treatment for first year	AC	\$ 150.00	105.13	\$ 7,
182EN434	Pine Mesic-Oak Pine Tree Planting @ 40 tpa		\$ 3.00	4,205.00	\$ 12,
182EN434	Pine Mesic-Oak Shrub Planting @ 30/ac		\$ 4.00	3,154.00	\$ 12,
182EN434	Pine Mesic-Oak Herbaceous Seed Mix At 6lbs/ac	AC	\$ 400.00	105.13	\$ 42,
411A	Pine Flatwoods - Altered 50% Spot Treatment for first year	AC	\$ 150.00	9.69	\$ 9,
411A	Pine Flatwoods - Altered Tree Thinning	AC	\$ 1,000.00	9.69	\$ 9,
411A	Pine Flatwoods - Altered Shrub Thinning	AC	\$ 750.00	9.69	\$ 7,
510RE641	Pond (Restore) --> Freshwater Marsh 100% One Time Herbicide	AC	\$ 500.00	10.92	\$ 5,
510RE641	Pond (Restore) --> Freshwater Marsh Herbicide 50% Spot Treatment for first year	AC	\$ 150.00	10.92	\$ 5,
510RE641	Pond (Restore) --> Freshwater Marsh Planting @ (4,840/ac)	AC	\$ 3.00	52,853.00	\$ 158,
511RE630	Ditch (Restore) --> Wetland Forested Mixed 100% One Time Herbicide	AC	\$ 150.00	0.73	\$ 0,
511RE630	Ditch (Restore) --> Wetland Forested Mixed South Herbicide 50% Spot Treatment for first year	AC	\$ 150.00	0.73	\$ 0,
511RE630	Ditch (Restore) --> Wetland Forested Mixed South Tree Plantings @ 100 tpa		\$ 3.00	100.00	\$ 0,
511RE630S	Ditch (Restore) --> Wetland Forested Mixed herbaceous seeding 6lbs/ac	AC	\$ 400.00	0.73	\$ 0,
630A	Wetland Forested Mixed - Altered 100% One Time Herbicide / thinning of exotic shrubs and trees	AC	\$ 950.00	35.14	\$ 33,
630A	Wetland Forested Mixed - Altered Herbicide 50% Spot Treatment for first year	AC	\$ 150.00	35.14	\$ 5,
630A	Wetland Forested Mixed - Altered Tree Plantings @ 150 tpa		\$ 3.00	35.14	\$ 15,
			Subtotal Cost - Thinning, Herbicide, & Planting - Year 0		\$ 312,
			Total Cost - Initial Construction		\$ 335,
	Year 1 General Maintenance	LS	\$ 1,000.00	1.00	\$ 1,
	Year 1 Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
	Year 1 Herbicide (25% of Initial Treatment)		\$ 150.00	172.46	\$ 6,
	Year 1 Supplemental Planting (10% of Initial Planting/Seeding)		\$ 3.00	60,347.14	\$ 18,
	Year 2 General Maintenance	LS	\$ 1,000.00	1.00	\$ 1,
	Year 2 Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
	Year 2 Herbicide (15% of Initial Treatment)		\$ 150.00	172.46	\$ 3,
	Year 2 Supplemental Planting (10% of Initial Planting/Seeding)		\$ 3.00	60,347.14	\$ 18,
	Year 3 General Maintenance	LS	\$ 1,000.00	1.00	\$ 1,
	Year 3 Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
	Year 3 Herbicide (10% of Initial Treatment)		\$ 150.00	172.46	\$ 2,
	Year 3 Supplemental Planting (10% of Initial Planting/Seeding)		\$ 3.00	60,347.14	\$ 18,
	Year 4 General Maintenance	LS	\$ 1,000.00	1.00	\$ 1,
	Year 4 Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
	Year 4 Herbicide (5% of Initial Treatment)		\$ 150.00	172.46	\$ 1,
	Year 5 General Maintenance	LS	\$ 1,000.00	1.00	\$ 1,
	Year 5 Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
	Year 5 Herbicide (5% of Initial Treatment)		\$ 150.00	172.46	\$ 1,
	Year 5 Shrub Mowing - Pine Flatwoods		\$ 500.00	9.69	\$ 4,
	Year 6 General Maintenance	LS	\$ 1,000.00	1.00	\$ 1,
	Year 6 Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
	Year 6 Herbicide (5% of Initial Treatment)		\$ 150.00	172.46	\$ 1,
	Year 7 General Maintenance	LS	\$ 1,000.00	1.00	\$ 1,
	Year 7 Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
	Year 7 Herbicide (5% of Initial Treatment)		\$ 150.00	172.46	\$ 1,
	Year 8 General Maintenance	LS	\$ 1,000.00	1.00	\$ 1,
	Year 8 Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
	Year 8 Herbicide (5% of Initial Treatment)		\$ 150.00	172.46	\$ 1,
	Year 9 General Maintenance	LS	\$ 1,000.00	1.00	\$ 1,
	Year 9 Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
	Year 9 Herbicide (5% of Initial Treatment)		\$ 150.00	172.46	\$ 1,
	Year 10 General Maintenance	LS	\$ 1,000.00	1.00	\$ 1,
	Year 10 Monitoring and Reporting	LS	\$ 10,000.00	1.00	\$ 10,
	Year 10 Herbicide (5% of Initial Treatment)		\$ 150.00	172.46	\$ 1,
	Year 10 Shrub Mowing - Pine Flatwoods		\$ 500.00	9.69	\$ 4,
			Total Cost - Implementation - Years 1-10		\$ 195,
			10% Contingency		\$ 53,
			Final Cost		\$ 584,

Year	Brooker Creek Mitigation Bank Long Term Tasks	Unit	Unit Price	Quantity	Total
1	Year 1 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
1	Year 1 Herbicide (5% of Initial Treatment)		\$ 150.00	172.46	\$ 1,293.45
2	Year 2 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
2	Year 2 Herbicide		\$ 150.00	172.46	\$ 1,293.45
3	Year 3 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
3	Year 3 Herbicide		\$ 150.00	172.46	\$ 1,293.45
4	Year 4 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
4	Year 4 Herbicide		\$ 150.00	172.46	\$ 1,293.45
5	Year 5 General Maintenance	LS	\$ 5,000.00	1.00	\$ 5,000.00
5	Year 5 Herbicide		\$ 150.00	172.46	\$ 1,293.45
5	Year 5 Shrub Mowing - Pine Flatwoods		\$ 500.00	9.69	\$ 4,845.00
6	Year 6 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
6	Year 6 Herbicide		\$ 150.00	172.46	\$ 1,293.45
7	Year 7 General Maintenance/Montoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
7	Year 7 Herbicide		\$ 150.00	172.46	\$ 1,293.45
8	Year 8 General Maintenance	LS	\$ 5,000.00	1.00	\$ 5,000.00
8	Year 8 Herbicide		\$ 150.00	172.46	\$ 1,293.45
9	Year 9 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
9	Year 9 Herbicide		\$ 150.00	172.46	\$ 1,293.45
10	Year 10 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
10	Year 10 Herbicide		\$ 150.00	172.46	\$ 1,293.45
10	Year 5 Shrub Mowing - Pine Flatwoods		\$ 500.00	9.69	\$ 4,845.00
11	Year 11 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
11	Year 11 Herbicide		\$ 150.00	172.46	\$ 1,293.45
12	Year 12 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
12	Year 12 Herbicide		\$ 150.00	172.46	\$ 1,293.45
13	Year 13 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
13	Year 13 Herbicide		\$ 150.00	172.46	\$ 1,293.45
14	Year 14 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
14	Year 14 Herbicide		\$ 150.00	172.46	\$ 1,293.45
15	Year 15 General Maintenance	LS	\$ 5,000.00	1.00	\$ 250.00
15	Year 15 Herbicide		\$ 150.00	172.46	\$ 1,293.45
15	Year 5 Shrub Mowing - Pine Flatwoods		\$ 500.00	9.69	\$ 4,845.00
16	Year 16 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
16	Year 16 Herbicide		\$ 150.00	172.46	\$ 1,293.45
17	Year 17 General Maintenance/Montoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
17	Year 17 Herbicide		\$ 150.00	172.46	\$ 1,293.45
18	Year 18 General Maintenance	LS	\$ 5,000.00	1.00	\$ 5,000.00
18	Year 18 Herbicide		\$ 150.00	172.46	\$ 1,293.45
19	Year 19 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
19	Year 19 Herbicide		\$ 150.00	172.46	\$ 1,293.45
20	Year 20 General Maintenance/Monitoring	LS	\$ 5,000.00	1.00	\$ 5,000.00
20	Year 20 Herbicide		\$ 150.00	172.46	\$ 1,293.45
20	Year 5 Shrub Mowing - Pine Flatwoods		\$ 500.00	9.69	\$ 4,845.00
0		Total Cost - Implementation - Years 1-20			\$ 140,499.00
			Annualized Cost Per Year		\$ 7,024.95
			10% Contingency		\$ 702.50
			Final Cost per Year		\$ 7,727.45
		Trust Fund Contribution @ 6% Return			\$ 128,790.75

Attachment 10
Mitigation Work Plan

Mitigation Work Plan

The Mitigation Work Plan for the Bank seeks to recover the lost ecological function and set a trajectory for nearly full ecological function in the future. Major components of the work plan include, nuisance, exotic and cultivar species eradication, planting of native wetland herbaceous vegetation, and the enhancement of forested upland buffer habitats species through planting of trees and shrubs. Several of the restoration activities are “bank-wide”, such as cessation of Golf Course activities, while many of the restoration activities are habitat specific, such as plantings. Each enhancement activity is described along with which habitats will be subjected to each activity. Variations in the restoration activity based on the baseline condition of the habitat, such as tree density and species coverage, will be described as well. Timeframes to complete these activities are described in Table G5: Construction Timetable.

- a. Cessation of Golf Course Activities: The entire BCMB is currently being adversely impacted by the operations of a Golf Course, including adverse effects to water quality through the continued use of fertilizers. The spread of cultivar species such as Bahia grass will occur in the future (without bank establishment) in the uplands and wetlands. Once the onsite golf course operations cease, the Conservation Easement will be executed and recorded over the property, the Title Policy will be issued, and the Financial Assurance mechanisms will be established.
- b. Exotic Species Treatment: The habitats on BCMB exhibit varying degrees of exotic plant species infestations. Exotic plant species (defined as Category I and II by the Florida Invasive Species Council) that have been observed onsite include Brazilian pepper, cogongrass, torpedograss, Caesarweed, and Senegal Date Palm (*Phoenix reclinata*). A combination of manual, mechanical, and chemical treatments will be utilized as appropriate. Subsequent treatments will be conducted quarterly or more frequently as necessary to reduce exotic species to target amounts; afterwards, semi-annual or annual treatments, as necessary, will be conducted to maintain exotic species below target levels. Likely entry points for recurring exotic species infestations, such as off-site flow through Brooker Creek will be monitored more frequently to provide early detection and treatment of onsite exotic species infestations. Qualitative monitoring for exotic species will be conducted at least annually during quantitative monitoring events, although any time exotic species are encountered during other activities onsite (such as fence repair, hydrologic monitoring download, etc.) the location and extent of the exotic species will be noted and recorded in the monitoring report. Impacts to non-target species will be minimized by conducting activities during specific periods of the year and/or climactic conditions. All applications will be conducted in accordance with manufacturer recommendations. Exotic species treatment will be conducted by a Certified Commercial Pesticide Applicator licensed in Natural Areas Weed Management.
- c. Nuisance Species Treatment: Wild grape and blackberry, native species that can interfere

with natural vegetative structure and composition, have invaded due to prolonged fire suppression. Nuisance species that will be controlled if encountered include Bahiagrass, Bermudagrass. A combination of manual, mechanical, and chemical treatments will be utilized as appropriate. Subsequent treatments will be conducted quarterly or more frequently as necessary to reduce nuisance species to target amounts; afterwards, semi-annual or annual treatments, as necessary, will be conducted to maintain nuisance species below target levels. Likely entry points for recurring nuisance species infestations, such as, off-site flow through Brooker Creek will be monitored more frequently to provide early detection and treatment of onsite nuisance species infestations. Qualitative monitoring for nuisance species will be conducted at least annually during quantitative monitoring events, although any time nuisance species are encountered during other activities onsite (such as fence repair, hydrologic monitoring download, etc.) the location and extent of the nuisance species will be noted and recorded in the monitoring report. Impacts to non-target species will be minimized by conducting activities during specific periods of the year and/or climactic conditions. All applications will be conducted in accordance with manufacturer recommendations. Nuisance species treatment will be conducted by a Certified Commercial Pesticide Applicator licensed in Natural Areas Weed Management.

- d. Earthwork: There is no earthwork associated with this project.

Pond (restore) → Freshwater Marsh

- e. Herbaceous Supplemental Planting: The Freshwater Marsh (Ponds) target habitats will have the groundcover established via native herbaceous planting. Herbaceous plant stock will be bought from commercial native seed suppliers. The herbaceous plants will be installed by a variety of mechanical planters, and/or manually, as appropriate. The list of species can be found on the Restoration Plans. Any areas that are too deep for rooted vegetation will remain open water areas.

Ditch (Restore) --> Wetland Forested Mixed

- f. Nuisance exotic vegetation will be removed and maintained from within this assessment area. Removal of perpetual fertilizers will improve water quality as all fertilizer applications will cease. Native herbaceous seed mix will be planted and mixed forested wetland trees will be planted per the restoration plan planting table.

Wetland Forested Mixed - Altered

- h. Nuisance exotic vegetation will be removed and maintained from within this assessment area. Removal of perpetual fertilizers will improve water quality as all fertilizer applications will cease. Mixed forested wetland trees will be planted within the areas cleared of exotic shrub and tree vegetation per the restoration plan planting table.

Golf Course (Enhance) --> Pine Mesic-Oak

- i. Pine Supplemental Planting: Slash pine tree supplemental planting will occur in Pine-

Mesic Oak habitat. The upland pine-mesic oak will be restored by planting slash pine trees at approximately 75 trees per acre dispersed throughout the habitat. Pine trees will be purchased from commercial nurseries and will be installed mechanically or manually, as appropriate.

Pine Flatwoods - Altered

- j. Tree Thinning: Due to 80+ years of fire suppression on the BCMB, changes in community composition and structure have occurred in the canopy of the pine flatwoods uplands. These habitats have experienced significant invasion of slash pine and oak trees due to a prolonged lack of fire. Nearly all oaks will be thinned, along with selective removal of the slash pine trees, to restore the appropriate community structure and composition to pine flatwoods.

Prescribed Burning:

Prescribed burning will not be conducted within the Pine Flatwoods habitat due to the close proximity of neighborhoods and roadways. Roller chopping and/or mowing will be utilized as an alternative to maintain shrub coverage percentages.

Signage/Fencing:

Conservation Area signs will be placed every 50 feet (at least 1 sign per lot) and all public access points will be fenced with FFWCC wildlife friendly fencing and/or gates with posted signs that state “No Trespassing”.

Restoration Plans

Restoration plans for each habitat type are included in **Attachment G4: Restoration Plans**. There is a separate sheet for each habitat type that provides all of the details about the restoration plan for that habitat type.

Attachment 11
SWFWMD – DEP Access Easement – DRAFT

Prepared by:
Chris Tanner, Esq.
Tanner Heeter, P.A.
2304 W. Cleveland Street
Tampa, Florida 33609

PERMANENT NON-EXCLUSIVE ACCESS EASEMENT

THIS PERMANENT NON-EXCLUSIVE ACCESS EASEMENT (“Easement”) is made and entered into this ____ day of _____, 20__, by Tarpon Woods Properties, LLC, a Florida limited liability company, (“Grantor”) whose mailing address is 209 Turner Street, Clearwater, Florida 33756, to the Southwest Florida Water Management District (“SWFWMD”), a governmental entity, having an address of 7601 U.S. Highway 301, Tampa, Florida 33637-6759, and the Florida Department of Environmental Protection (“DEP”), a governmental entity, having an address of 3900 Commonwealth Boulevard, Tallahassee, Florida 32399-3000 (the SWFWMD and DEP are collectively referred to herein as “Grantees”).

WITNESSETH

WHEREAS, Grantor is the fee simple owner of certain lands situated in Pinellas County, Florida, and more specifically described in Exhibit “A” attached hereto and incorporated herein (“Mitigation Bank Property”);

WHEREAS, the Mitigation Bank Property is subject to Environmental Resource Permit No. _____ (“Permit”) that was issued by the SWFWMD for the establishment of the Brooker Creek Mitigation Bank (“Mitigation Bank”);

WHEREAS, the Permit issued by the SWFWMD for the establishment of the Mitigation Bank requires that Grantor grant a conservation easement to the Grantees in perpetuity over the Mitigation Bank Property, as well as access rights to the Mitigation Bank Property;

WHEREAS, Grantor granted a conservation easement to Grantees over the Mitigation Bank Property recorded in Official Records Book ___, Page ___ of the Public Records of Pinellas County, Florida (“Conservation Easement”); and

WHEREAS, Grantor has agreed to grant and convey to Grantees, a permanent non-exclusive easement for ingress and egress, over and across the area further described in Exhibit “B” (“Easement Area”) as a condition of the Permit.

NOW, THEREFORE, in consideration of the mutual covenants, promises, terms and conditions set forth herein, together with other good and valuable consideration provided to Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily

grants, creates, conveys, and establishes a perpetual non-exclusive easement for and in favor of Grantees upon and over the Easement Area which shall run with the land.

The scope, nature, and character of this Easement shall be as follows:

1. Recitals. The recitals herein are true and correct and are hereby incorporated into and made a part of this Easement.

2. Purpose. It is the purpose of this Easement to grant a permanent non-exclusive access easement over and across the Easement Area for ingress and egress to the Mitigation Bank Property. Grantees shall not use the Easement Area for any purpose which is inconsistent with the purposes set forth in this Section 2.

3. No Dedication. No right of access by the general public to any portion of the Easement Area is created or conveyed by this Easement.

4. Liability. The Grantees' liability is limited as provided in Section 768.28, F.S. Grantees' use of the Easement Area shall be at the sole risk and expense of the Grantees.

5. Duration. This Easement shall remain in full force and effect in perpetuity.

6. Modification. This Easement may be amended, altered, released or revoked only by written agreement between the parties hereto or their heirs, assigns or successors-in-interest, which shall be filed in the public records in Pinellas County, Florida

7. Improvement and Maintenance of Easement. Neither Grantor nor Grantees shall have any obligation or duty to improve, maintain, repair or pay any cost to improve, maintain, or repair the Easement Area, and neither Grantor nor Grantees warrants to the other that the Easement is or will remain suitable for the use of motor vehicles, all-terrain vehicles, or other motorized modes of travel without improvement, repair, or maintenance.

8. Governing Law. This Easement shall be interpreted, construed, governed by, and enforced in accordance with the laws of the State of Florida. All claims, disputes and other matters in question arising out of or relating to this Easement or the breach hereof, shall be decided by proceedings initiated and litigated in the state or federal courts located in or serving Pinellas County, Florida, and the parties expressly consent to the venue and jurisdiction of such courts.

9. Entire Agreement. This Easement contains the entire understanding of the parties as it relates to Grantees' ingress to and egress over and across the Easement Area described in Exhibit "B." Any prior or inconsistent agreement between the parties to this Easement concerning the use of the Easement Area is superseded by this Easement.

IN WITNESS WHEREOF, Tarpon Woods Properties, LLC, has hereunto set their authorized hands this ____ day of _____, 20__.

WITNESS:

Tarpon Woods Properties, LLC, a Florida limited liability company

Witness

By: _____
Printed Name: _____

Print Name

Date: _____

Address: _____

Witness

Print Name

Address: _____

STATE OF FLORIDA
COUNTY OF _____

On this _____ day of _____, 20__, before me, the undersigned notary public, personally appeared _____, the person who subscribed to the foregoing instrument, as the _____ (title), of Tarpon Woods Properties, LLC, a Florida limited liability company, and acknowledged that he/she executed the same on behalf of said limited liability company and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF FLORIDA

_____(Signature)

_____(Name)

My Commission Expires: _____

EXHIBIT A

Legal Description of Mitigation Bank Property

EXHIBIT B

Legal Description of Easement Area

DESCRIPTION:

A parcel of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows: For a POINT OF BEGINNING commence at the Southernmost Corner of Lot 29, TOWNHOMES AT LOST OAKS. as per the map or plat thereof, recorded in Plat Book 122, Page 38, of the Public Records of Pinellas County, Florida; thence along the Southeasterly boundary of Lots 29 and 18 of said TOWNHOMES AT LOST OAKS, the following two courses: (1) N.50°04'10"E., 240.44 feet; (2) N.15°38'07"E., 45.21 feet; to the Easterly most corner of said Lot 18; thence N.51°50'19"E., a distance of 20.32 feet to a line being 12.00 feet Southeast of and parallel with the Southeasterly boundary of the aforementioned lots 29 and 18; thence along said parallel line the following two courses; (1) S.15°38'07"W., 65.32 feet; (2) S.50°04'10"W., 243.64 feet, to a non-tangent point of curvature, said point being on the Easterly right-of-way of Tarpon Woods Boulevard as shown on the plat of TARPON WOODS FIRST ADDITION, recorded in Plat Book 75, Page 8, of the public records of Pinellas County, Florida; thence Northwesterly 12.01 feet along the arc of a curve to the right, said curve having a radius of 960.00 feet, a central angle of 0°43'01", and a chord bearing and distance of N.42°23'00"W. 12.01 feet to the POINT OF BEGINNING
Containing 0.08 acres, more or less.

Attachment 11a
Access Easement – Title Commitment

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Bryan J. Stanley P. A.
Issuing Office: 209 Turner Street,
Clearwater, FL 33756
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 13098193
Issuing Office File Number: 11176-0001A
Property Address: FL
Revision Number: 1:7/23/2026:bw

SCHEDULE A

1. Commitment Date: 07/14/2026 at: 5:00 PM
2. Policy to be issued:
 - A. 2021 ALTA Owner's Policy with Florida Modifications
Proposed Insured: Southwest Florida Water Management District, a governmental entity and the Florida Department of Environmental Protection, a governmental entity
Proposed Amount of Insurance: \$10,000.00
The estate or interest to be insured: Easement
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

Easement
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

Jan Stephenson's Crossroads Foundation, Inc., a Florida not-for-profit corporation, by virtue of Special Warranty Deed recorded March 6, 2017 in Official Records Book 19542, Page 1389, public records of Pinellas County, Florida.

Tarpun Woods Properties, LLC, a Florida limited liability company, as their interests may appear
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By:


Authorized Officer or Agent

SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Duly executed Warranty Deed from Jan Stephenson's Crossroads Foundation, Inc., a Florida not-for-profit corporation, Grantor, to Tarpon Woods Properties, LLC, a Florida limited liability company, Grantee, conveying the land described in Official Records Book 19542, Page 1389 and Special Warranty Deed recorded in Official Records Book 19542, Page 1397, public records of Pinellas County, Florida.

The Company will require the following as to Jan Stephenson's Crossroads Foundation, Inc., a Florida not-for-profit corporation, a Florida non-profit corporation:

- i. Proof that the corporation was in existence in its state of organization at the time it acquired title and that the corporation is currently in good standing.
 - ii. Certified copies of the Articles of Incorporation and Bylaws must be furnished and show that the same do not prohibit the proposed transaction to be insured.
 - iii. Resolution of the Board of directors: (a) authorizing the conveyance of real property (or the borrowing of money and mortgaging of real property as security therefore); (b) designating appropriate officers to execute same; (c) reciting that all provisions in the articles of incorporation and bylaws pertaining to the conveyance/mortgaging of real property have been met; and (d) either reciting that the proposed conveyance is not a conveyance of all or substantially all of the assets of the corporation or reciting that approval of the members has been obtained in compliance with Florida Statutes.
 - iv. Said Deed must be duly executed in accordance with the Board of Directors' resolution, articles of incorporation and bylaws, with the resolution attached thereto.
- B. Duly executed Permanent Non-Exclusive Access Easement from Tarpon Woods Properties, LLC, a Florida limited liability company, Grantor, to Southwest Florida Water Management District and Florida Department of Environmental Protection, Grantee, over and across the land described on Exhibit A hereof.

The Company will require the following as to Tarpon Woods Properties, LLC, a Florida limited liability company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
- ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.

SCHEDULE B, PART I Requirements

iii. Record an affidavit from the person executing the proposed Conservation Easement on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the Conservation Easement; and (d) neither the LLC nor any member signing the Conservation Easement have filed bankruptcy since the LLC acquired title.

iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. Proof of payment of any outstanding assessments in favor of Pinellas County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Pinellas County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

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

7. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

8. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

9. Record in the public records a release or satisfaction of that certain Order in favor of Pinellas County and against Tarpon Woods Properties LLC, recorded in Official Records Book 23291, Page 839, together with proof, acceptable to the Company, that the source of the violation has been removed.

10. INTENTIONALLY DELETED

11. Execution of Conservation Easement from Tarpon Woods Properties, LLC, a Florida limited liability company, to Southwest Florida Water Management District and Florida Department of Environmental Protection to be recorded in the Public Records.

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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SCHEDULE B, PART I Requirements

NOTE: 2025 Real Property Taxes in the gross amount of \$29,023.54 are paid, under Tax Parcel Number 34-27-16-00000-140-0000.

NOTE: The Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolas Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid service charges for service by any water, sewer or gas system supplying the insured land.
5. Terms, covenants, conditions and other matters contained in the Agreement by and between Tarpon Woods Golf and Tennis Club, Inc., and Pinellas County, Florida, recorded March 15, 1974, in Official Records Book 4148, Page 174; as affected by Assignment recorded February 13, 1987, in Official Records Book 6427, Page 169; as affected by Quit Claim Deeds recorded February 10, 1989, in Official Records Book 6934, Pages 2391, 2394 and 2395; and as affected by Assignments recorded October 3, 1997, in Official Records Book 9860, Pages 469 and 470.
6. Terms, covenants, conditions and other matters contained in the Agreement by and between Pinellas County, and Tarpon Woods Golf and Tennis Club, Inc., recorded August 31, 1979, in Official Records Book 4906, Page 799; as assigned by Assignment recorded August 31, 1979, in Official Records Book 4906, Page 795; as affected by Supplemental Agreement recorded December 20, 1983, in Official Records Book 5665, Page 1419; as affected by Revised Supplemental Agreement recorded May 21, 1986, in Official Records Book 6231, Page 1641; as assigned by Assignment recorded in Official Records Book 6427, Page 169; as affected by Amendment to Revised Supplemental Agreement recorded February 11, 1987, in Official Records Book 6428, Page 940; and as assigned by Assignments recorded October 3, 1997, Official Records Book 9860, Pages 469 and 470.
7. Terms, covenants, conditions and other matters contained in the Bill of Sale between Tarpon Woods Golf and Tennis Club, Inc. and Pinellas County, recorded August 31, 1979, in Official Records Book 4906, Page 805.

SCHEDULE B, PART II Exceptions

8. Terms, covenants, conditions, easements and other matters contained in the Sewer Service Area and Supply Agreement by and between Pinellas County, and the City of Oldsmar, recorded July 14, 1983, in Official Records Book 5564, Page 1820 and re-recorded April 1, 1986, in Official Records Book 6197, Page 104.
9. Terms, covenants, conditions and other matters contained in the Grant of Non-Exclusive Easement for Drainage by and between U.S. Home Corporation, Grantor, and Tarpon Woods Golf and Tennis Club, Inc. and Tarpon Woods Development, Inc., Grantee, recorded October 11, 1983, in Official Records Book 5621, Page 136.
10. Restrictive Covenant by and between Cara Nobles Ferrentino, Trustee of the Cara Nobles Ferrentino (also known as Ann Ferrentino and as Cara Ann Ferrentino) Revocable Living Trust Agreement dated September 10, 1991, as modified by Restatement of Trust Agreement dated March 3, 2011 (CNF), Tarpon Woods Golf Club, LLC, a Florida limited liability company (TWGC) and Ridgemoor Acres, LLC, a Florida limited liability company (RA), recorded May 25, 2012, in Official Records Book 17594, Page 720.
11. The policy will not insure the insured over the consequences of claims and allegations that may be raised by owners of interests in lands surrounding the lands described on Schedule A (the "Subject Property") that they hold rights of any kind that would prevent the Insured herein from operating the Subject Property in any manner other than as a golf course.
12. Conservation Easement for Brooker Creek Mitigation Bank from Tarpon Woods Properties, LLC, a Florida limited liability company, Grantor, to Southwest Florida Water Management District, recorded in Official Records Book _____, Page _____.
13. Terms and conditions of the Permanent Non-Exclusive Access Easement from Tarpon Woods Properties, LLC, a Florida limited liability company, Grantor, to Southwest Florida Water Management District and the Florida Department of Environmental Protection, recorded in Official Records Book _____, Page _____.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Pinellas County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 2203 North Lois Ave, Tampa, FL 33607; Telephone 866-632-6200.

Searched By: Jim Yeakley, CLS; Jim.Yeakley@fnf.com

SCHEDULE B, PART II Exceptions

EXHIBIT "A"

An Easement Estate created by that certain Permanent Non-Exclusive Access Easement dated _____, 2026, by and between Tarpon Woods Properties, LLC, a Florida limited liability company, Grantor, and Southwest Florida Water Management District, a governmental entity and the Florida Department of Environmental Protection, a governmental entity, Grantees, recorded _____, 2026 in Official Records Book _____, Page _____, of the Public Records of Pinellas County, Florida and pertaining to the following described property, to wit:

A parcel of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Southernmost Corner of Lot 29, TOWNHOMES AT LOST OAKS, as per the map or plat thereof, recorded in Plat Book 122, Page 38, of the Public Records of Pinellas County, Florida; thence along the Southeasterly boundary of Lots 29 and 18 of said TOWNHOMES AT LOST OAKS, the following two courses: (1) N.50°04'10"E., 240.44 feet; (2) N.15°38'07"E., 45.21 feet; to the Easterly most corner of said Lot 18; thence N.51°50'19"E., a distance of 20.32 feet to a line being 12.00 feet Southeast of and parallel with the Southeasterly boundary of the aforementioned lots 29 and 18; thence along said parallel line the following two courses; (1) S.15°38'07"W., 65.32 feet; (2) S.50°04'10"W., 243.64 feet, to a non-tangent point of curvature, said point being on the Easterly right-of-way of Tarpon Woods Boulevard as shown on the plat of TARPON WOODS FIRST ADDITION, recorded in Plat Book 75, Page 8, of the public records of Pinellas County, Florida; thence Northwesterly 12.01 feet along the arc of a curve to the right, said curve having a radius of 960.00 feet, a central angle of 0°43'01", and a chord bearing and distance of N.42°23'00"W. 12.01 feet to the POINT OF BEGINNING.

Attachment 12
Draft Conservation Easement

Prepared by:
Chris Tanner, Esq.
Tanner Heeter, P.A.
2304 W. Cleveland Street
Tampa, Florida 33609

Return original or certified recorded document to:
Southwest Florida Water Management District
7601 U.S. Highway 301
Tampa, Florida 33637-6759

Deed of Conservation Easement for Brooker Creek Mitigation Bank

THIS DEED OF CONSERVATION EASEMENT ("Conservation Easement") is given this _____ day of _____, 20____, by Tarpon Woods Properties, LLC ("Grantor") whose mailing address is 209 Turner Street, Clearwater, Florida 33756 to the Florida Department of Environmental Protection and the Southwest Florida Water Management District ("Grantees"). As used herein, the term "Grantor" shall include any and all heirs, successors, or assigns of the Grantor, and all subsequent owners of the "Conservation Easement Area" (as hereinafter defined); and the term "Grantees" shall include any successor or assignee of Grantee.

WITNESSETH

WHEREAS, the Grantor is the fee simple owner of certain lands situated in Pinellas County, Florida, and more specifically depicted on the location map in Exhibit "A" attached hereto and incorporated herein (the "Property"); and

WHEREAS, Permit No. _____ ("Permit") and any modifications thereto issued by the Grantee authorizes the construction, implementation, operation, management, and maintenance of a mitigation bank in the State of Florida; and

WHEREAS, the Grantor, in consideration of the consent granted by the Permit or other good and valuable consideration provided to Grantor, is agreeable to granting and securing to the Grantee a perpetual Conservation Easement as defined in Section 704.06, Florida Statutes ("F.S."), over the area of the Property described on Exhibit "B" ("Conservation Easement Area"); and

WHEREAS, Grantor grants this Conservation Easement as a condition of the Permit, pursuant to Rule 62-342, Florida Administrative Code; and

WHEREAS, Grantor desires to preserve the Conservation Easement Area in perpetuity in its natural condition, or, in accordance with the Permit, in an enhanced, restored, or created condition; and

NOW, THEREFORE, in consideration of the issuance of the Permit to construct and operate the permitted activity, and as an inducement to Grantee in issuing the Permit, together with other good and valuable consideration provided to the Grantor, the adequacy and receipt of which are hereby acknowledged, Grantor hereby voluntarily grants, creates, conveys, and establishes a perpetual Conservation Easement for and in favor of the Grantee upon the Conservation Easement Area which shall run with the land and be binding upon the Grantor, and shall remain in full force and effect forever.

The scope, nature, and character of this Conservation Easement shall be as follows:

1. **Recitals.** The recitals hereinabove set forth are true and correct and are hereby incorporated into and made a part of this Conservation Easement.

2. **Purpose.** It is the purpose of this Conservation Easement to retain land or water areas in their existing, natural, vegetative, hydrologic, scenic, open, or wooded condition and to retain such areas as suitable habitat for fish, plants, or wildlife in accordance with Section 704.06, F.S. Those wetland and upland areas included in this Conservation Easement which are to be preserved, enhanced, restored, or created pursuant to the Permit (or any modification thereto) shall be retained and maintained in the preserved, enhanced, restored, or created condition required by the Permit (or any modification thereto).

To carry out this purpose, the following rights are conveyed to Grantee by this Conservation Easement:

a. To enter upon the Conservation Easement Area at reasonable times with any necessary equipment or vehicles to inspect, determine compliance with the covenants and prohibitions contained in this Conservation Easement, and to enforce the rights herein granted in a manner that will not unreasonably interfere with the use and quiet enjoyment of the Conservation Easement Area by Grantor at the time of such entry; and

b. To proceed at law or in equity to enforce the provision of this Conservation Easement and the covenants set forth herein, to prevent the occurrence of any of the prohibited activities set forth herein, and to require the restoration of such areas or features of the Conservation Easement Area that may be damaged by any activity or use that is inconsistent with this Conservation Easement.

3. **Prohibited Uses.** Except for activities that are permitted or required by the Permit (or any modification thereto) (which may include restoration, creation, enhancement, maintenance, monitoring activities, or surface water management improvements) or other activities described herein, any activity on or use of the Conservation Easement Area inconsistent with the purpose of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities are expressly prohibited in or on the Conservation Easement Area (except as authorized or required by the Permit (or any modification thereof)):

a. Construction or placing of buildings, roads, signs, billboards or other advertising, utilities, or other structures on or above the ground;

b. Dumping or placing of soil or other substance or material as landfill, or dumping or placing of trash, waste, or unsightly or offensive materials;

c. Removing, destroying or trimming trees, shrubs, or other vegetation, except:

i. The removal of dead trees and shrubs or leaning trees that could cause damage to property is authorized;

ii. The destruction and removal of noxious, nuisance or exotic invasive plant species as listed on the most recent Florida Exotic Pest Plant Council's List of Invasive Species is authorized;

iii. Activities authorized by the Permit or otherwise approved in writing by the Grantee are authorized; and

iv. Activities conducted in accordance with a wildfire mitigation plan developed with the Florida Forest Service that has been approved in writing by the Grantee are authorized. No later than thirty (30) days before commencing any activities to implement the approved wildfire mitigation plan, Grantor shall notify the Grantee in writing of its intent to commence such activities. All such activities may only be completed during the time period for which the Grantee approved the plan;

d. Excavation, dredging, or removal of loam, peat, gravel, soil, rock, or other material substance in such manner as to affect the surface;

e. Surface use except for purposes that permit the land or water area to remain in its natural, restored, enhanced, or created condition;

f. Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation including, but not limited to, ditching, diking, clearing, and fencing;

g. Acts or uses detrimental to such aforementioned retention of land or water areas; and

h. Acts or uses which are detrimental to the preservation of the structural integrity or physical appearance of sites or properties having historical, archaeological, or cultural significance.

4. **Grantor's Reserved Rights.** Grantor reserves all rights as owner of the Conservation Easement Area, including the right to engage or to permit or invite others to engage in all uses of the Conservation Easement Area that are not prohibited herein and which are not inconsistent with the Permit (or any modification thereto) or the intent and purposes of this Conservation Easement.

5. **No Dedication.** No right of access by the general public to any portion of the Conservation Easement Area is conveyed by this Conservation Easement.

6. **Grantee's Liability.** Grantee's liability is limited as provided in Sections 704.06(10) and 768.28, F.S. Additionally, Grantee shall not be responsible for any costs or liabilities related to the operation, upkeep, or maintenance of the Conservation Easement Area.

7. **Enforcement.** Enforcement of the terms, provisions and restrictions of this Conservation Easement shall be at the reasonable discretion of Grantee, and any forbearance on behalf of Grantee to exercise its rights hereunder in the event of any breach hereof by Grantor, shall not be deemed or construed to be a waiver of Grantee's rights hereunder. Grantee shall not be obligated to Grantor, or to any other person or entity, to enforce the provisions of this Conservation Easement.

8. **Taxes.** When perpetual maintenance is required by the Permit, Grantor shall pay before delinquency any and all taxes, assessments, fees, and charges of whatever description levied on or assessed by competent authority on the Conservation Easement Area, and shall furnish the Grantee with satisfactory evidence of payment upon request.

9. **Assignment.** Grantee will hold this Conservation Easement exclusively for conservation purposes. Grantee will not assign its rights and obligations under this Conservation Easement except to another organization or entity qualified to hold such interests under the applicable state laws.

10. **Severability.** If any provision of this Conservation Easement or the application thereof to any person or circumstances is found to be invalid, the remainder of the provisions of this Conservation Easement shall not be affected thereby, as long as the purpose of the Conservation Easement is preserved.

11. **Terms and Restrictions.** Grantor shall insert the terms and restrictions of this Conservation Easement (or incorporate the terms and restrictions by reference) in any subsequent deed or other legal instrument by which Grantor divests itself of any interest in the Conservation Easement.

12. **Written Notice.** All notices, consents, approvals, or other communications hereunder shall be in writing and shall be deemed properly given if sent by United States certified mail, return receipt requested, addressed to the appropriate party or successor-in-interest.

13. **Modifications.** This Conservation Easement may be amended, altered, released, or revoked only by written agreement between the parties hereto or their heirs, assigns, or successors-in-interest, which

shall be filed in the public records in Pinellas County, Florida.

14. **Recordation.** Grantor shall record this Conservation Easement in timely fashion in the Official Records of Pinellas County, Florida, and shall rerecord it at any time Grantee may require to preserve its rights. Grantor shall pay all recording costs and taxes necessary to record this Conservation Easement in the public records. Grantor will hold Grantee harmless from any recording costs or taxes necessary to record this Conservation Easement in the public records.

TO HAVE AND TO HOLD unto Grantee forever. The covenants, terms, conditions, restrictions, and purposes imposed with this Conservation Easement shall be binding upon Grantor, and shall continue as a servitude running in perpetuity with the Conservation Easement Area.

Grantor hereby covenants with Grantee that Grantor is lawfully seized of said Conservation Easement Area in fee simple; that the Conservation Easement is free and clear of all encumbrances that are inconsistent with the terms of this Conservation Easement; all mortgages and liens on the Conservation Easement Area, if any, have been subordinated to this Conservation Easement; that Grantor has good right and lawful authority to convey this Conservation Easement; and that it hereby fully warrants and defends record title to the Conservation Easement Area hereby conveyed against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Tarpon Woods Properties LLC ("Grantor") has hereunto set its authorized hand this _____ day of _____, 20____.

Tarpon Woods Properties LLC, a Florida limited liability company

By: _____
(Signature)

Name: _____

Title: _____

Signed, sealed and delivered in our presence as witnesses:

By: _____
(Signature)

By: _____
(Signature)

Name: _____
(Print)

Name: _____
(Print)

Address: _____

Address: _____

STATE OF FLORIDA

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ___ physical presence or ___ online notarization, this _____ day of _____, 20____, by _____ (name), as the _____ (title), for Tarpon Woods Properties LLC, a Florida limited liability company, and acknowledged that he/she executed the same on behalf of said company and that he/she was duly authorized to do so. He/She is personally known to me or has produced a _____ (state) driver's license as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

NOTARY PUBLIC, STATE OF _____

_____(Signature)

_____(Name)

My Commission Expires: _____

EXHIBIT A

[LOCATION MAP]

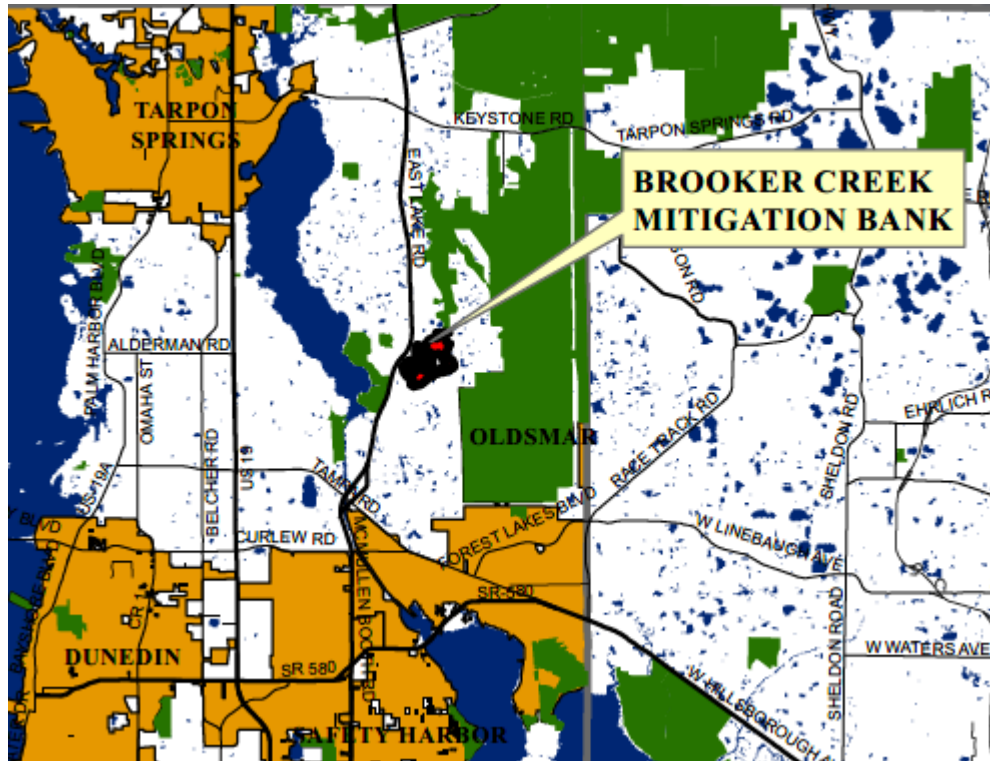


EXHIBIT B

[LEGAL DESCRIPTION OF CONSERVATION EASEMENT AREA]

PARCEL 1: (Fee Estate)

TARPON WOODS GOLF COURSE including clubhouse & clubhouse parking being in Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, described as follows:

Commence at the Southwest corner of Section 34, Township 27 South, Range 16 East, Pinellas County, Florida; thence South 89° 15'39" East, 1437.16 feet; thence North 00° 44'21" East, 179.52 feet for a POINT OF BEGINNING; thence North 60° 00'00" West, 176.17 feet; thence 301.17 feet along the arc of a curve to the right, radius 960.00 feet, chord North 51° 00'45" West, 299.94 feet; thence North 50° 04'10" East, 240.44 feet; thence North 15° 38'07" East, 45.21 feet; thence North 34° 00'00" West, 457.40 feet; thence South 56° 00'00" West, 101.43 feet; thence North 05° 00'00" West, 94.27 feet; thence North 25° 00'00" West, 111.06 feet; thence North 37° 00'00" West, 220.00 feet; thence North 02° 12'00" West, 293.11 feet; thence North 48° 00'00" West, 152.64 feet; thence North 42° 00'00" East, 238.78 feet; thence 72.31 feet along the arc of a curve to the left, radius 1040.00 feet, chord North 40° 00'30" East, 72.29 feet; thence 30.57 feet along the arc of a curve to the right, radius 20.00 feet, chord North 81° 48'00" East, 27.68 feet; thence South 54° 25'00" East 156.42 feet; thence South 35° 35'00" West, 58.26 feet; thence South 15° 30'00" East, 346.01 feet; thence 687.97 feet along the arc of a curve to the left, radius 390.00 feet, chord South 66° 02'09" East, 602.18 feet; thence North 45° 00'00" East, 311.99 feet; thence North 72° 30'00" East, 170.81 feet; thence North 17° 30'00" West, 120.00 feet; thence North 72° 30'00" East, 178.71 feet; thence 159.72 feet along the arc of a curve to the right, radius 225.00 feet, chord South 87° 09'50" East, 156.39 feet; thence South 44° 00'00" West, 125.30 feet; thence South 46° 00'00" East, 80.00 feet; thence 790.90 feet along the arc of a curve to the left, radius 285.00 feet, chord North 54° 30'00" East, 560.46 feet; thence 455.31 feet along the arc of a curve to the right, radius 835.00 feet, chord North 09° 22'44" West, 449.69 feet; thence North 28° 07'08" East, 10.78 feet; thence South 83° 45'28" East, 100.00 feet; thence North 11° 34'04" East, 360.67 feet; thence North 18° 47'52" East, 290.18 feet; thence North 61° 23'00" West, 293.00 feet; thence South 16° 20'00" West, 70.00 feet; thence South 75° 50' 00" West, 230.40 feet; thence South 28° 01'34" West, 234.00 feet; thence South 84° 20'00" East, 50.00 feet; thence South 05° 40'00" West, 183.93 feet; thence South 84° 20'00" East, 151.63 feet; thence 11.18 feet along the arc of a curve to the left, concave to the East, radius 1400.00 feet, chord South 05° 53'44" West, 11.18 feet; thence North 83° 52'33" West, 184.50 feet; thence South 29° 10'48" West, 71.04 feet; thence 384.86 feet along the arc of a curve to the left, radius 165.00 feet, chord South 23° 33'06" East, 303.36 feet; thence North 89° 37'34" East 60.33 feet; thence 8.62 feet along the arc of a curve to the left, concave to the East, radius 1025.00 feet, chord South 00° 36'53" East, 8.62 feet; thence South 89° 08'40" West, 60.33 feet; thence 568.15 feet along the arc of a curve to the left, radius 165.00 feet, chord South 09° 30'00" East, 326.25 feet; thence North 71° 51'20" East, 60.33 feet; thence 44.77 feet along the arc of a curve to the left, radius 1025.00 feet, chord South 19° 23'45" East, 44.77 feet; thence 153.10 feet along the arc of a curve to the right, concave to the North, radius 200.00 feet, chord North 88° 43'02" West, 149.39 feet; thence 275.24 feet along the arc of a curve to the left, radius 415.00 feet, chord North 85° 47'13" West, 270.22 feet; thence South 14° 47'13" East, 140.00 feet; thence 13.02 feet along the arc of a curve to the left, concave to the South, radius 275.00 feet, chord South 73° 51'24" West, 13.02 feet; thence South 72° 30'00" West, 178.71 feet; thence North 17° 30'00" West, 56.77 feet; thence 343.61 feet along the arc of a curve to the left, radius 315.00 feet, chord North 48° 45'00" West, 326.83 feet; thence North 80° 00'00" West, 350.77 feet; thence 332.55 feet along the arc of a curve to the left, radius 340.54 feet, chord South 72° 01'28" West, 319.49 feet; thence North 54° 25'00" West, 156.42 feet; thence 30.57 feet along the arc of a curve to the right, radius 20.00 feet, chord North 10° 38'00" West, 27.68 feet; thence 65.38 feet along the arc of a curve to the left, radius 1040.00 feet, chord North 31° 20'58" East, 65.37 feet; thence North 29° 32'54" East, 45.29 feet; thence North 71° 00'00" East, 689.58 feet; thence South 70° 00'00" East, 70.00 feet; thence North 69° 00'00" East, 232.75 feet; thence North 21° 00'00" West, 374.81 feet; thence North 05° 00'00" West, 572.45 feet; thence North 36° 00'00" East, 252.79 feet; thence North 21° 04'09" West, 195.50 feet; thence South 68° 55'51" West, 4.00 feet; thence 120.70 feet along the arc of a curve to the left, concave to the Southeast, radius 210.00 feet, chord South

52° 27'56" West, 119.04 feet; thence North 36° 00'00" East, 166.86 feet; thence 104.24 feet along the arc of a curve to the right, radius 143.10 feet, chord North 56° 52'08" East, 101.95 feet; thence 239.41 feet along the arc of a curve to the left, radius 470.00 feet, chord North 63° 08'43" East, 236.83 feet; thence South 60° 27'00" East, 272.78 feet; thence South 04° 56'41" West, 172.57 feet; thence South 18° 17'18" West 189.51 feet; thence South 10° 52'45" East, 118.48 feet; thence South 47° 13'49" East, 132.86 feet; thence North 40° 26'56" East, 356.49 feet; thence North 18° 13'57" East, 117.14 feet; thence North 32° 00'00" East, 365.00 feet; thence North 66° 00'00" East, 438.36 feet; thence South 53° 52'00" East, 189.44 feet; thence North 55° 37'23" East, 119.31 feet; thence North 29° 00'00" East, 70.42 feet; thence South 61° 00'00" East, 63.51 feet; thence South 87° 54'47" East, 50.18 feet; thence South 12° 23' 01" West, 254.11 feet; thence South 53° 52'31" West, 168.94 feet; thence South 59° 10'07" West, 121.00 feet; thence South 61° 07'10" West, 123.85 feet; thence South 27° 19'41" West, 225.83 feet; thence South 42° 33'32" West 142.79 feet; thence South 16° 24'56" West, 113.79 feet; thence South 18° 24'03" East, 282.22 feet; thence North 73° 51'08" East, 63.58 feet; thence South 57° 44'14" East, 149.51 feet; thence South 21° 57'42" West, 113.54 feet; thence North 59° 06'52" East, 479.25 feet; thence North 66° 13'29" East, 175.40 feet; thence North 59° 52'29" East, 133.63 feet; thence North 32° 33'47" East, 87.84 feet; thence North 21° 57'18" East, 309.76 feet; thence North 22° 06'35" East, 389.72 feet; thence South 49° 44'18" East, 100.73 feet; thence South 45° 37'29" East, 80.26 feet; thence South 28° 15'03" East, 88.70 feet; thence South 22° 14'53" West, 70.97 feet; thence South 76° 41'20" East, 110.13 feet; thence North 76° 36'40" East, 101.73 feet; thence South 18° 45'25" West, 86.57 feet; thence South 39° 13'26" West, 139.26 feet; thence South 68° 36'26" East, 35.06 feet; thence South 20° 15'48" West, 76.38 feet; thence South 23° 46'07" West, 244.07 feet; thence North 89° 44'26" East, 16.42 feet; thence South 23° 46'07" West, 101.46 feet; thence South 10° 51'48" West, 473.39 feet; thence South 58° 21'09" East, 568.29 feet; thence South 31° 22'51" East, 304.04 feet; thence South 08° 01'13" East, 180.94 feet; thence South 25° 12'00" West, 188.88 feet; thence South 50° 00'00" West, 62.71 feet; thence 34.91 feet along the arc of a curve to the right, radius 50.00 feet, chord South 70° 00'00" West, 34.20 feet; thence West 80.87 feet; thence 52.36 feet along the arc of a curve to the left, radius 50.00 feet, chord South 60° 00'00" West, 50.00 feet; thence South 30° 00'00" West, 135.00 feet; thence 68.94 feet along the arc of a curve to the right, radius 50.00 feet, chord South 69° 00'00" West, 63.61 feet; thence 125.67 feet along the arc of a curve to the left, radius 100.00 feet, chord South 73° 00'00" West, 117.56 feet; thence 92.50 feet along the arc of a curve to the right, radius 100.00 feet, chord South 63° 30'00" West, 89.24 feet; thence 184.13 feet along the arc of a curve to the left, radius 365.00 feet, chord South 75° 32'54" West, 182.18 feet; thence 194.21 feet along the arc of a curve to the right, radius 385.00 feet, chord South 75° 32'54" West, 192.16 feet; thence West 165.00 feet; thence North 00° 00'12" East, 25.00 feet; thence 307.84 feet along the arc of a curve to the left, radius 365.00 feet, chord South 60° 39'13" West, 298.80 feet; thence 43.63 feet along the arc of a curve to the right, radius 50.00 feet, chord South 65° 00'00" West, 42.26 feet; thence West 52.34 feet; thence 92.81 feet along the arc of a curve to the left, concave to the West, radius 965.00 feet, chord North 16° 14'42" West, 92.77 feet; thence 115.14 feet along the arc of a curve to the right, radius 635.00 feet chord North 13° 48'21" West, 114.98 feet; thence South 85° 00'00" West, 140.23 feet; thence 40.02 feet along the arc of a curve to the right, concave to the East, radius 775.00 feet, chord North 06° 28'45" West., 40.01 feet; thence North 85° 00'00" East, 130.00 feet; thence North 00° 12'07" West, 119.55 feet; thence North 89° 46'13" East, 147.78 feet; thence North 80° 40'47" East, 180.28 feet; thence North 77° 30'00" East, 370.00 feet; thence North 02° 00'00" East, 595.00 feet; thence North 29° 00'00" West, 240.00 feet; thence North 23° 00'00" West., 260.00 feet; thence North 08° 36'49" West, 21.35 feet; thence North 54° 03'34" West, 269.62 feet; thence South 74° 00'00" West, 445.00 feet; thence South 35° 00'00" West, 170.00 feet; thence South 13° 00'00" West, 105.00 feet; thence South 05° 00'00" East, 530.00 feet; thence South 17° 00'00" West, 618.85 feet; thence North 85° 00'00" East, 236.97 feet; thence South 05° 00'00" East, 5.00 feet; thence 84.57 feet along the arc of a curve to the left, radius 825.00 feet, chord South 07° 56'92" East, 84.54 feet; thence South 85° 00'00" West, 137.48 feet; thence South 11° 00'00" East, 98.57 feet; thence South 85° 00'00" West, 32.00 feet; thence South 11° 00'00" East, 90.50 feet; thence North 85° 00'00" East, 32.00 feet; thence South 11° 00'00" East, 180.99 feet; thence North 42° 00'00" West, 90.00 feet; thence 364.86 feet along the arc of a curve to the left, radius 185.00 feet, chord South 81° 30'00" West, 308.54 feet; thence South 25° 00'00" West, 65.00 feet; thence 128.63 feet along the arc of a curve to the left, radius 110.00 feet, chord South 08° 30'00" East, 121.43 feet; thence South 50° 00'00" West, 675.00 feet; thence South 67° 00'00" West. 292.58 feet; thence North 85° 00'00" West, 297.00 feet; thence South 29° 00'00" West, 132.02 feet; thence 138.17 feet along the

arc of a curve to the right, concave to the Northeast, radius 780.00 feet, chord North 65° 04'29" West, 137.99 feet to the POINT OF BEGINNING.

AND

A part of the South 0.70 feet of Lot 37 and a part of Lot 38 as shown on the Plat of TARPON WOODS THIRD ADDITION as recorded in Plat Book 78, pages 4 and 5, of the public records of Pinellas County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 38 as shown on said Plat of TARPON WOODS THIRD ADDITION and go North 17° 00'00" East, 99.23 feet, along the West boundary of said Lot 38 and a part of Lot 37, to a point on the North boundary of the South 0.70 feet of Lot 37; thence South 25° 11'21" East, 98.02 feet, to a point on the South boundary of Lot 38; thence South 85° 00'00" West, 71.00 feet, along said South boundary of Lot 38 to the POINT OF BEGINNING.

LESS AND EXCEPT a parcel of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

FOR A POINT OF BEGINNING commence at the Southeast corner of lot 29, TOWNHOMES AT LOST OAKS, as per the map or plat thereof recorded in Plat Book 122, Page 38 of the public records of Pinellas County, Florida; thence along the East boundary of said plat the following two (2) courses: (1) N.50°04'10"E., a distance of 240.44 feet; (2) N.15°38'07"E., a distance of 45.21 feet; thence N.51°50'19"E., a distance of 112.00 feet; thence S.88°51'15"E., a distance of 79.61 feet; thence S.44°03'50"E., a distance of 120.75 feet; thence S.01°57'16"W., a distance of 184.28 feet; thence S.48°52'05"W., a distance of 278.12 feet to a non-tangent point of curvature and the Northerly right-of-way line of Tarpon Woods Boulevard; thence along said Northerly right-of-way line, Northwesterly 300.42 feet along the arc of a curve to the right, said curve having a radius of 960.00 feet, a central angle of 17°55'48", and a chord bearing and distance of N.50°58'14"W., 299.19 feet to the POINT OF BEGINNING.

PARCEL 3: (Fee Estate)

A tract of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

COMMENCE at the East 1/4 corner of said Section 34, thence N. 00°15'02"W., along the East line of the Northeast 1/4 of said Section 34, for 1,937.90 feet to a point on the South line of the North 1/4 of the Northeast 1/4 of said Section 34; thence S.89°52'32"W., along said South line, also being the North boundary line of WESCOTT SQUARE as recorded in Plat Book 91, Pages 1 - 4, of the public records of Pinellas County, Florida for 729.17 feet to the POINT OF BEGINNING (P.O.B.); thence continue along said line S.89°52'32"W., for 295.11 feet to the Northwest corner of said WESCOTT SQUARE; thence along the West boundary of said WESCOTT SQUARE South for 644.59 feet; thence leaving said boundary, S.22°06'35"W., for 389.72 feet; thence S.21°57'18"W., for 309.76 feet; thence S.32°33'47"W., for 87.84 feet; thence S.59°52'29"W., for 133.63 feet; thence S.66°13'29"W., for 175.40 feet; thence S.59°06'52"W., for 479.25 feet; thence N.21°57'42"E., for 113.53 feet; thence N.57°44'14"W., for 149.52 feet; thence S.73°51'08"W., for 63.58 feet; thence N.18°24'03"W., for 282.22 feet; thence N.16°24'56"E., for 113.79 feet; thence N.42°33'32"E., for 142.79 feet; thence N.27°19'41"E., for 225.83 feet; thence N.61°07'10"E., for 123.85 feet; thence N.59°10'07"E., for 121.00 feet; thence N.53°52'31"E., for 168.94 feet; thence N.12°23'01"E., for 254.11 feet; thence N.87°54'47"W., for 50.18 feet; thence N.61°00'00"W., for 63.51 feet to a point on the East boundary line of TARPON WOODS SECOND ADDITION REPLAT, as recorded in Plat Book 81, Pages 2 and 3, of the public records of Pinellas County, Florida; thence along said East boundary line the following two courses: (1) thence N.29°00'00"E., for 128.72 feet; (2) thence N.24°19'25"W., for 311.79 feet to a point on the South line of the North 1/4 of the Northeast 1/4 of said Section 34; thence N.89°52'32"E., along said South line, for 631.46 feet; thence N.15°27'40"E., for 58.98 feet; thence Southeasterly along a curve to the left having a radius of 1,545.00 feet, a central angle of 15°35'08", an arc length of 420.27 feet and a chord bearing of S.82°19'54"E., for 418.97 feet; to the POINT OF BEGINNING.

Attachment 13
Draft C & I Bond

STATE OF FLORIDA

Brooker Creek Mitigation Bank Performance Bond
To Demonstrate Construction and Implementation
Financial Assurance

Bond Beneficiary/Insured: Southwest Florida Water Management District
Tampa Service Office
7601 U.S. Highway 301
Tampa, Florida 33637-6759
ERP No. _____

Date bond executed: _____

Period of coverage: This Bond shall continue to be effective until notification is received from the Agency that the Agency has released, in writing, the Principal from the financial assurance requirements in Rule 62-342.700, F.A.C.

Effective date: _____

Principal: Tarpon Woods Properties, LLC

Type of Organization: Limited Liability Company

State of Incorporation: Florida

Surety(ies): _____
Name(s) and Business Address(es) of the Bonding Companies

Scope of coverage: Construction and Implementation of the Brooker Creek Mitigation Bank pursuant to the requirements of permit number _____ (“Mitigation Bank Permit”) issued by the Southwest Florida Water Management District (“Agency”) including the plans approved by said permit.

Total penal sum of bond: \$584,819.76

Surety’s bond number: _____

Know All Persons By These Presents, that we, the Principal and Surety(ies) hereto are firmly bound to the Agency in the above penal sum for the payment of which we bind ourselves, our heirs, executors, administrators, successors, and assigns jointly and severally; provided that, where the Sureties are corporations acting as co-sureties, we, the Sureties, bind ourselves in such sum "jointly and severally" only for the purpose of allowing a joint action or actions against any or all of us, and for all other purposes each Surety binds itself, jointly and severally with the Principal, for the payment of such sum only as is set forth opposite the name of such Surety, but if no limit of liability is indicated, the limit of liability shall be full amount of the penal sum.

WHEREAS, said Principal is required, under Section 373.4136, Florida Statutes, as amended, to have a permit in order to construct, implement and manage the Mitigation Bank identified above, and

WHEREAS, said Principal is required by Section 373.4136, Florida Statutes, and the administrative rules of the Agency to provide financial assurance for Construction and Implementation of the Mitigation Bank as a condition of the permit(s) as further described in the scope of coverage above, and

WHEREAS, said Principal shall establish an account or fund as is required for the surety bond to provide such financial assurance;

NOW, THEREFORE, the conditions of the obligation are such that if the Principal shall faithfully construct and implement the Brooker Creek Mitigation Bank, for which this bond guarantees Construction and Implementation, as required by Agency permit number _____ and the plans approved by such permit, as such permit and plans may be amended, pursuant to all applicable laws, statutes, rules, and regulations, as such laws, statutes, rules, and regulations may be amended,

Or, if the Principal shall provide alternate financial assurance, as specified in the administrative rules of the Agency, and obtain the Agency's written approval of such assurance, within 90 days after the date notice of cancellation is received by both the Principal and the Agency from the Surety(ies), then this obligation shall be null and void, otherwise it is to remain in full force and effect.

Such obligation does not apply to any of the following:

- (a) Any obligation of Tarpon Woods Properties, LLC, under a workers' compensation, disability benefits, or unemployment compensation law or other similar law;
- (b) Bodily injury to an employee of Tarpon Woods Properties, LLC, arising from, and in the course of, employment by Tarpon Woods Properties, LLC;
- (c) Bodily injury or property damage arising from the ownership, maintenance, use, or entrustment to others of any aircraft, motor vehicle, or watercraft;

(d) Property damage to any property owned, rented, loaned to, in the care, custody, or control of, or occupied by Tarpon Woods Properties, LLC, that is not the direct result of a Construction and Implementation activity for the Brooker Creek Mitigation Bank required pursuant to Agency permit number _____;

(e) Bodily injury or property damage for which Tarpon Woods Properties, LLC, is obligated to pay damages by reason of the assumption of liability in a contract or agreement.

The Surety(ies) shall become liable on this bond obligation only when the Principal has failed to fulfill the conditions described above.

Upon notification by the Secretary or Executive Director of the Agency that the Principal has been found in violation of the requirements of permit number _____ by failing to perform the Construction and Implementation activities for the Brooker Creek Mitigation Bank for which this bond guarantees performance, the Surety(ies) shall, within 60 days of receiving such notice, either perform such Construction and Implementation in accordance with the permit and other permit requirements and pursuant to the written directions of the Agency, or place the bond amount guaranteed for the Brooker Creek Mitigation Bank (the total penal sum of this bond) into the standby escrow as directed by the Agency.

Upon notification by the Secretary or Executive Director of the Agency that the Principal has failed to provide alternate financial assurance and obtain written approval of such assurance from the Agency during the 90 days following receipt by both the Principal and the Agency of a notice of cancellation of the bond, the Surety(ies) shall place funds in the amount guaranteed for the Brooker Creek Mitigation Bank (the total penal sum of this bond) into the standby escrow as directed by the Agency.

The Surety(ies) hereby waive(s) notification of amendments to the Brooker Creek Mitigation Bank plans, permits, applicable laws, statutes, rules, and regulations and agree(s) that no such amendment shall in any way alleviate its (their) obligation on this bond.

The liability of the Surety(ies) shall not be discharged by any payment or succession of payments hereunder, unless and until such payment or payments shall amount in the aggregate to the penal sum shown on the face of the bond, but in no event shall the obligation of the Surety(ies) hereunder exceed the amount of said penal sum.

The Surety(ies) may cancel the bond by sending notice of cancellation by certified mail to the Principal and the Agency; provided, however that cancellation shall not occur during the 120 days beginning on the date of receipt of the notice of cancellation by both the Principal and the Agency, as evidenced by the return receipts.

The Principal may terminate this bond by sending written notice to the Surety(ies); provided, however, that no such notice shall become effective until the Surety(ies) receive(s) written authorization for termination of the bond by the Agency.

Principal and Surety(ies) hereby agree to adjust the penal sum of the bond every two years so that it guarantees increased or decreased Construction and Implementation cost provided that no decrease in the penal sum takes place without the written permission of the Agency.

IN WITNESS WHEREOF, the Principal and Surety(ies) have executed this Performance Bond and have affixed their seals on the date set forth above.

The persons whose signatures appear below hereby certify that they are authorized to execute this surety bond on behalf of the Principal and Surety(ies) and that the wording of this Performance Bond is substantially similar to Form No. 62-342.700(5) which form has been incorporated by reference as an administrative rule in Rule 62-342.700 of the Florida Administrative Code.

PRINCIPAL

CORPORATE SURETY(IES)

For each co-surety provide the following

Signature

Name and Address

Type Name and Title

State of Incorporation

Liability Limit \$584,819.76

Signature

Type Name and Title

Corporate Seal

Corporate Seal

Attachment 14
CE – Title Commitment

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:

Issuing Agent: Bryan J. Stanley P. A.
Issuing Office: 209 Turner Street,
Clearwater, FL 33756
Issuing Office's ALTA® Registry ID:
Loan ID Number:
Commitment Number: 12115542
Issuing Office File Number: 10898-0001
Property Address: FL
Revision Number: 5:8/11/2026:bw

SCHEDULE A

1. Commitment Date: 07/14/2026 at: 5:00 PM
2. Policy to be issued:
 - A. 2021 ALTA Owner's Policy with Florida Modifications
Proposed Insured: Southwest Florida Water Management District and Florida Department of Environmental Protection
Proposed Amount of Insurance: \$2,673,668.08
The estate or interest to be insured: Easement
3. The estate or interest in the Land at the Commitment Date is: *(Identify each estate or interest covered, i.e., fee, leasehold, etc.)*

Easement
4. The Title is, at the Commitment Date, vested in: *(Identify vesting for each estate or interest identified in Item 3 above)*

Jan Stephenson's Crossroads Foundation, Inc., a Florida not-for-profit corporation, by virtue of Special Warranty Deed recorded March 6, 2017 in Official Records Book 19542, Page 1389 (as to Parcel 1), and Special Warranty Deed recorded March 6, 2017 in Official Records Book 19542, Page 1397 (as to Parcel 3)

AND

Tarpon Woods Properties, LLC, a Florida limited liability company, as their interests may appear
5. The Land is described as follows in Exhibit "A" attached hereto and made part hereof.

Countersigned:

By:


Authorized Officer or Agent

C170B09

ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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SCHEDULE B, PART I Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.
2. Pay the agreed amount for the estate or interest to be insured.
3. Pay the premiums, fees, and charges for the Policy to the Company.
4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.
 - A. Duly executed Warranty Deed from Jan Stephenson's Crossroads Foundation, Inc., a Florida not-for-profit corporation, Grantor, to Tarpon Woods Properties, LLC, a Florida limited liability company, Grantee, conveying the land described on Schedule A hereof.

The Company will require the following as to Jan Stephenson's Crossroads Foundation, Inc., a Florida not-for-profit corporation, a Florida non-profit corporation:

- i. Proof that the corporation was in existence in its state of organization at the time it acquired title and that the corporation is currently in good standing.
- ii. Certified copies of the Articles of Incorporation and Bylaws must be furnished and show that the same do not prohibit the proposed transaction to be insured.
- iii. Resolution of the Board of directors: (a) authorizing the conveyance of real property (or the borrowing of money and mortgaging of real property as security therefore); (b) designating appropriate officers to execute same; (c) reciting that all provisions in the articles of incorporation and bylaws pertaining to the conveyance/mortgaging of real property have been met; and (d) either reciting that the proposed conveyance is not a conveyance of all or substantially all of the assets of the corporation or reciting that approval of the members has been obtained in compliance with Florida Statutes.
- iv. Said Deed must be duly executed in accordance with the Board of Directors' resolution, articles of incorporation and bylaws, with the resolution attached thereto.

- B. Duly executed Conservation Easement from Tarpon Woods Properties, LLC, a Florida limited liability company, Grantor, to Southwest Florida Water Management District and Florida Department of Environmental Protection, Grantee, over and across the land described on Exhibit A hereof.

The Company will require the following as to Tarpon Woods Properties, LLC, a Florida limited liability company: ("LLC"):

- i. Proof that the LLC was in existence in its state of organization at the time it acquired title and that the LLC is currently in good standing.
- ii. Present for review a true and complete copy of the articles of organization and operating agreement of the LLC and any amendments thereto.
- iii. Record an affidavit from the person executing the proposed Conservation Easement on behalf of the LLC certifying: (a) the name and state of organization of the LLC; (b) whether the LLC is member-

SCHEDULE B, PART I Requirements

managed or manager-managed; (c) the identity of the member or manager and the person authorized to execute the Conservation Easement; and (d) neither the LLC nor any member signing the Conservation Easement have filed bankruptcy since the LLC acquired title.

iv. If the member or manager of the LLC is also a business entity, present proof of the entity's good standing and the appropriate entity documents to establish signing authority.

If the proposed deed will be executed by anyone other than a member or manager, those portions of the operating agreement or other documentation evidencing the authority of the signatory must be attached as an exhibit to the affidavit.

5. Proof of payment of any outstanding assessments in favor of Pinellas County, Florida, any special taxing district and any municipality. NOTE: If this requirement is not satisfied the following exception will appear on Schedule B:

Any outstanding assessments in favor of Pinellas County, Florida, any special taxing district and any municipality.

6. Proof of payment of service charges for water, sewer, waste and gas, if any, through the date of closing. NOTE: If this requirement is not met the following exception will appear on Schedule B:

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

7. An Affidavit in form acceptable to Chicago Title Insurance Company ("Company") and executed by or on behalf of the current record owner(s) of the subject property stating that: (A) there are no parties in possession of the subject property other than said current record owner(s); (B) there are no encumbrances upon the subject property other than as may be set forth in this Commitment; (C) there are no unrecorded assessments which are due and payable and; (D) there have been no improvements made to or upon the subject property within the last ninety (90) day period for which there remain any outstanding and unpaid bills for labor, materials or supplies for which a lien or liens may be claimed must be furnished to the Company, or, in lieu thereof, an exception to those matters set forth in said Affidavit which are inconsistent with or deviate from the foregoing requirements will appear in the policy or policies to be issued pursuant to this Commitment.

8. INTENTIONALLY DELETED

9. The search did not disclose any open mortgages of record, therefore the Company reserves the right to require further evidence to confirm that the Land is unencumbered, and further reserves the right to make additional requirements or add additional items or exceptions upon receipt of the requested evidence. To delete this requirement, the title agent must confirm with the owner that the Land is free and clear of mortgages and include such a recitation in the title affidavit.

10. INTENTIONALLY DELETED

11. INTENTIONALLY DELETED

12. INTENTIONALLY DELETED

13. INTENTIONALLY DELETED

SCHEDULE B, PART I Requirements

14. Record in the public records a release or satisfaction of that certain Order in favor of Pinellas County and against Tarpon Woods Properties LLC, recorded in Official Records Book 23291, Page 839, together with proof, acceptable to the Company, that the source of the violation has been removed.
15. Affidavit in recordable form Jan Stephenson, president of Jan Stephenson's Crossroads Foundation, Inc., a Florida not-for-profit corporation the company did not enter into any Membership Agreements and/or similar agreements, etc. to the golf course and that no such Membership Agreements existed and that the golf course was a "public" golf course.
16. Execution and recordation of that certain Notice Concerning Waiver of Rights under June 14, 1988 Ridgemoor Sewer Agreement by Tarpon Woods Properties LLC, a Florida limited liability company as to the property set forth on Exhibit "A".

NOTE: 2025 Real Property Taxes in the gross amount of \$29,023.54 are paid, under Tax I.D. No. 34-27-16-00000-140-0000.

NOTE: 2025 Real Property Taxes in the gross amount of \$3,675.37 are paid, under Tax I.D. No. 34-27-16-00000-110-0400.

NOTE: Effective July 1, 2023, the Conveyances to Foreign Entities Act in sections 692.201 - 692.205, Florida Statutes (the "Act"), limits and regulates the purchase, sale and ownership of Florida real property by certain buyers who are associated with "foreign countries of concern," specifically the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro and the Syrian Arab Republic. In connection with the purchase of real property, the Act requires each buyer to provide an affidavit confirming the purchaser is in compliance with the Act. Any loss or damage resulting from a violation of the Act is excluded from coverage under the terms of the Policy.

NOTE: Starting January 1, 2024, section 695.26 (1)(c), F.S., provides that no instrument conveying, assigning, encumbering or otherwise disposing of an interest in real property which is executed or acknowledged in Florida shall be recorded by the clerk of court unless the post office address of each witness is legibly printed, typed or stamped upon the instrument. If an instrument containing one or more witnesses is recorded, the witnesses' addresses, as well as their names, should appear below their signatures. A business address may be used.

17. Execution and recordation in the public records a release or termination of that certain Easement by and between Robert G. Mickens and Jean R. Mickens, his wife, Grantors, and Tarpon Woods Properties, a Florida general partnership, Grantee, recorded January 22, 1987, in Official Records Book 6411, Page 843 (Schedule B-II, Exception 22 below).

SCHEDULE B, PART II Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this form.
2. Taxes and assessments for the year 2026 and subsequent years, which are not yet due and payable.
3. Standard Exceptions:
 - A. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land.
 - B. Rights or claims of parties in possession not shown by the public records.
 - C. Any lien, or right to a lien, for services, labor, or materials heretofore or hereafter furnished, imposed by law and not shown by the public records.
 - D. Taxes or assessments which are not shown as existing liens in the public records.
4. Terms, covenants, conditions and other matters contained in the Agreement by and between Tarpon Woods Golf and Tennis Club, Inc., and Pinellas County, Florida, recorded March 15, 1974, in Official Records Book 4148, Page 174; as affected by Assignment recorded February 13, 1987, in Official Records Book 6427, Page 169; as affected by Quit Claim Deeds recorded February 10, 1989, in Official Records Book 6934, Pages 2391, 2394 and 2395; and as affected by Assignments recorded October 3, 1997, in Official Records Book 9860, Pages 469 and 470. - (as to Parcel 1 and Parcel 3)
5. Easement granted to Florida Power Corporation recorded February 20, 1975, in Official Records Book 4261, Page 1747. - (as to Parcel 1)
6. Easement granted to Florida Power Corporation recorded February 20, 1975, in Official Records Book 4261, Page 1749. - (as to Parcel 1)
7. Restrictions, conditions, reservations, easements and other matters contained on the plat of TARPON WOODS THIRD ADDITION, as recorded in Plat Book 78, Page 4. - (as to Parcel 1)
8. Terms, covenants, conditions, restrictions, easements, assessments and possible liens created by and set forth in the Covenants, Restrictions and Conditions recorded April 28, 1978, in Official Records Book 4688, Page 2207; as amended by Amendment recorded May 26, 1978, in Official Records Book 4700, Page 2003; as amended by Second Amendment recorded June 19, 1978, in Official Records Book 4711, Page 547; and as amended by Third Amendment recorded August 21, 1996, in Official Records Book 9440, Page 754, as amended, but omitting any covenants or restrictions, if any, based upon race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income,

SCHEDULE B, PART II Exceptions

as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. - (as to Parcel 1)

9. INTENTIONALLY DELETED

10. Terms, covenants, conditions and other matters contained in the Agreement by and between Pinellas County, and Tarpon Woods Golf and Tennis Club, Inc., recorded August 31, 1979, in Official Records Book 4906, Page 799; as assigned by Assignment recorded August 31, 1979, in Official Records Book 4906, Page 795; as affected by Supplemental Agreement recorded December 20, 1983, in Official Records Book 5665, Page 1419; as affected by Revised Supplemental Agreement recorded May 21, 1986, in Official Records Book 6231, Page 1641; as assigned by Assignment recorded in Official Records Book 6427, Page 169; as affected by Amendment to Revised Supplemental Agreement recorded February 11, 1987, in Official Records Book 6428, Page 940; and as assigned by Assignments recorded October 3, 1997, Official Records Book 9860, Pages 469 and 470. - (as to Parcel 1)

11. Terms, covenants, conditions and other matters contained in the Bill of Sale between Tarpon Woods Golf and Tennis Club, Inc. and Pinellas County, recorded August 31, 1979, in Official Records Book 4906, Page 805. - (as to Parcel 1)

12. Sewer Easement granted to Pinellas County recorded August 31, 1979, in Official Records Book 4906, Page 822. - (as to Parcel 1)

13. INTENTIONALLY DELETED**14. INTENTIONALLY DELETED****15. INTENTIONALLY DELETED**

16. Terms, covenants, conditions, easements and other matters contained in the Sewer Service Area and Supply Agreement by and between Pinellas County, and the City of Oldsmar, recorded July 14, 1983, in Official Records Book 5564, Page 1820 and re-recorded April 1, 1986, in Official Records Book 6197, Page 104. - (as to Parcel 1)

17. INTENTIONALLY DELETED

18. Terms, covenants, conditions and other matters contained in the Grant of Non-Exclusive Easement for Drainage by and between U.S. Home Corporation, Grantor, and Tarpon Woods Golf and Tennis Club, Inc. and Tarpon Woods Development, Inc., Grantee, recorded October 11, 1983, in Official Records Book 5621, Page 136. - (as to Parcel 1 and Parcel 3)

19. INTENTIONALLY DELETED**20. INTENTIONALLY DELETED**

21. Sewer Easement granted to Pinellas County, recorded July 17, 1986, in Official Records Book 6272, page 1496. - (as to Parcel 1)

22. Terms, covenants, conditions and other matters contained in the Easement by and between Robert G. Mickens and Jean R. Mickens, his wife, Grantors, and Tarpon Woods Properties, a Florida general partnership, Grantee, recorded January 22, 1987, in Official Records Book 6411, Page 843. - (as to Parcel 1)
This exception shall be deleted upon the satisfaction of Schedule B-I, Requirement 17 above.

SCHEDULE B, PART II Exceptions

23. INTENTIONALLY DELETED

24. INTENTIONALLY DELETED

25. Restrictive Covenant by and between Cara Nobles Ferrentino, Trustee of the Cara Nobles Ferrentino (also known as Ann Ferrentino and as Cara Ann Ferrentino) Revocable Living Trust Agreement dated September 10, 1991, as modified by Restatement of Trust Agreement dated March 3, 2011 (CNF), Tarpon Woods Golf Club, LLC, a Florida limited liability company (TWGC) and Ridgemoor Acres, LLC, a Florida limited liability company (RA), recorded May 25, 2012, in Official Records Book 17594, Page 720. - (as to Parcel 1 and Parcel 3)
26. Sidewalk and General Utility Easement by and between Tarpon Woods Golf Club, LLC, Grantor, and Pinellas County, Grantee, recorded July 16, 2014 in Official Records Book 18464, Page 272. - (as to Parcel 1)
27. Restrictions concerning (i) the number of residential homes which may be constructed and (ii) a no-build area contained in that certain Warranty Deed from Tarpon Woods Golf and Tennis Club, Inc., a Florida corporation, Grantor, to U. S. Home Corporation, a Delaware corporation, recorded October 11, 1983, in Official Records Book 5621, Page 128; as affected by Release of Set-Back Restriction recorded October 17, 2012, in Official Records Book 17754, Page 40; and as affected by Release of Set-Back Restriction recorded October 17, 2012, in Official Records Book 17754, Page 48. - (as to Parcel 3)
28. Terms, covenants, conditions and other matters contained in the Agreement by and between Tarpon Woods Golf & Tennis Club, Inc., a Florida corporation, Tarpon Group, Inc., a Florida corporation, and U.S. Home Corporation, a Delaware corporation, recorded June 12, 1984, in Official Records Book 5780, Page 1787. - (as to Parcel 3)
29. Terms, covenants, conditions and other matters contained in the Ridgemoor Sewer Agreement by and between Pinellas County, a political subdivision of the State of Florida, and U. S. Home Corporation, a Delaware Corporation, recorded June 20, 1988, in Official Records Book 6770, Page 528; together with an Amendment to Ridgemoor Sewer Agreement, recorded November 23, 1993, in Official Records Book 8479, Page 242, as effected by Notice Concerning Waiver of Rights under June 14, 1988 Ridgemoor Sewer Agreement recorded _____, 2026 in Official Records Instrument No. _____. - (as to Parcel 3)
30. Development Order for Lake Tarpon Village, as disclosed and modified by that Notice of Adoption of a Modification to an Adopted Development Order recorded October 28, 1992, in Official Records Book 8073, Page 204; as also modified by that Notice of Adoption of a Modification to an Adopted Development Order recorded June 3, 1998, in Official Records Book 10119, Page 11; and as further modified by that Notice of Amendment Modifying the Development Order for the Tarpon Lake Village Development of Regional Impact (DRI #24) recorded March 16, 2000, in Official Records Book 10844, Page 1913. - (as to Parcel 3)
31. Drainage Easement by and between Brooker Land Company, L.L.C., and Pinellas County, recorded November 29, 2005, in Official Records Book 14766, Page 2450. - (as to Parcel 3)
32. Waiver of Right to Manage, Operate and Maintain or Acquire recorded October 21, 2019 in Official Records Book 20738, Page 2541. (as to Parcel 1)

33. INTENTIONALLY DELETED

34. INTENTIONALLY DELETED

SCHEDULE B, PART II Exceptions

35. Terms, covenants, conditions and other matters contained in any unrecorded Membership Agreements and all rights thereunder of the Members and of any person claiming by, through or under the Members. - (as to Parcel 1)

NOTE: Upon compliance of Item 15 under Schedule B, Part I, this exception will be deleted.

36. The policy will not insure the insured over the consequences of claims and allegations that may be raised by owners of interests in lands surrounding the lands described on Schedule A (the "Subject Property") that they hold rights of any kind that would prevent the Insured herein from operating the Subject Property in any manner other than as a golf course, except in the event that such claims or exceptions are based on instruments recorded in the Public Records of Pinellas County, Florida, encumbering the insured property, which are not exceptions under the policies issued pursuant to this commitment. - (as to Parcel 1)

37. Restrictions on assignment by the insured set forth in Section 9 of the Deed of Conservation Easement for Brooker Creek Mitigation Bank from Tarpon Woods Properties, LLC, a Florida limited liability company, Grantor, to Southwest Florida Water Management District, recorded in Official Records Book _____, Page _____.

NOTE: Exception 1 above shall be deemed deleted as of the time the settlement funds or proceeds of the loan to be secured by the insured mortgage, as applicable, are disbursed by the Company or its authorized agent. Neither the Company nor its agent shall, however, be under any duty to disburse any sum except upon a determination that no such adverse intervening matters have appeared of record or occurred.

NOTES ON STANDARD EXCEPTIONS:

Item 3A will be deleted from the policy(ies) upon receipt of an accurate survey of the Land acceptable to the Company. Exception will be made for any encroachment, setback line violation, overlap, boundary line dispute or other adverse matter disclosed by the survey.

Items 3B, 3C, and 3D will be deleted from the policy(ies) upon receipt of an affidavit acceptable to the Company, affirming that, except as disclosed therein (i) no parties in possession of the Land exist other than the record owner(s); (ii) no improvements have been made to the Land within 90 days prior to closing which have not have been paid for in full; and (iii) no unpaid taxes or assessments are against the Land which are not shown as existing liens in the public records. Exception will be made for matters disclosed in the affidavit.

NOTE: All recording references in this form shall refer to the public records of Pinellas County, Florida, unless otherwise noted.

NOTE: In accordance with Florida Statutes section 627.4131, please be advised that the insured hereunder may present inquiries, obtain information about coverage, or receive assistance in resolving complaints, by contacting Chicago Title Insurance Company, 2203 North Lois Ave, Tampa, FL 33607; Telephone 866-632-6200.

Searched By: Jamie Lantigua ~jamie.lantigua@fnf.com~

EXHIBIT "A"

An easement estate as created by that certain Deed of Conservation Easement for Brooker Creek Mitigation Bank from Tarpon Woods Properties, LLC, a Florida limited liability company, Grantor, to Southwest Florida Water Management District, Grantee, recorded in Official Records Book ____, Page ____, of the Public Records of Pinellas County, Florida, over and across the following described land:

PARCEL 1: (Fee Estate)

TARPON WOODS GOLF COURSE including clubhouse & clubhouse parking being in Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, described as follows:

Commence at the Southwest corner of Section 34, Township 27 South, Range 16 East, Pinellas County, Florida; thence South 89° 15'39" East, 1437.16 feet; thence North 00° 44'21" East, 179.52 feet for a POINT OF BEGINNING; thence North 60° 00'00" West, 176.17 feet; thence 301.17 feet along the arc of a curve to the right, radius 960.00 feet, chord North 51° 00'45" West, 299.94 feet; thence North 50° 04'10" East, 240.44 feet; thence North 15° 38'07" East, 45.21 feet; thence North 34° 00'00" West, 457.40 feet; thence South 56° 00'00" West, 101.43 feet; thence North 05° 00'00" West, 94.27 feet; thence North 25° 00'00" West, 111.06 feet; thence North 37° 00'00" West, 220.00 feet; thence North 02° 12'00" West, 293.11 feet; thence North 48° 00'00" West, 152.64 feet; thence North 42° 00'00" East, 238.78 feet; thence 72.31 feet along the arc of a curve to the left, radius 1040.00 feet, chord North 40° 00'30" East, 72.29 feet; thence 30.57 feet along the arc of a curve to the right, radius 20.00 feet, chord North 81° 48'00" East, 27.68 feet; thence South 54° 25'00" East 156.42 feet; thence South 35° 35'00" West, 58.26 feet; thence South 15° 30'00" East, 346.01 feet; thence 687.97 feet along the arc of a curve to the left, radius 390.00 feet, chord South 66° 02'09" East, 602.18 feet; thence North 45° 00'00" East, 311.99 feet; thence North 72° 30'00" East, 170.81 feet; thence North 17° 30'00" West, 120.00 feet; thence North 72° 30'00" East, 178.71 feet; thence 159.72 feet along the arc of a curve to the right, radius 225.00 feet, chord South 87° 09'50" East, 156.39 feet; thence South 44° 00'00" West, 125.30 feet; thence South 46° 00'00" East, 80.00 feet; thence 790.90 feet along the arc of a curve to the left, radius 285.00 feet, chord North 54° 30'00" East, 560.46 feet; thence 455.31 feet along the arc of a curve to the right, radius 835.00 feet, chord North 09° 22'44" West, 449.69 feet; thence North 28° 07'08" East, 10.78 feet; thence South 83° 45'28" East, 100.00 feet; thence North 11° 34'04" East, 360.67 feet; thence North 18° 47'52" East, 290.18 feet; thence North 61° 23'00" West, 293.00 feet; thence South 16° 20'00" West, 70.00 feet; thence South 75° 50'00" West, 230.40 feet; thence South 28° 01'34" West, 234.00 feet; thence South 84° 20'00" East, 50.00 feet; thence South 05° 40'00" West, 183.93 feet; thence South 84° 20'00" East, 151.63 feet; thence 11.18 feet along the arc of a curve to the left, concave to the East, radius 1400.00 feet, chord South 05° 53'44" West, 11.18 feet; thence North 83° 52'33" West, 184.50 feet; thence South 29° 10'48" West, 71.04 feet; thence 384.86 feet along the arc of a curve to the left, radius 165.00 feet, chord South 23° 33'06" East, 303.36 feet; thence North 89° 37'34" East 60.33 feet; thence 8.62 feet along the arc of a curve to the left, concave to the East, radius 1025.00 feet, chord South 00° 36'53" East, 8.62 feet; thence South 89° 08'40" West, 60.33 feet; thence 568.15 feet along the arc of a curve to the left, radius 165.00 feet, chord South 09° 30'00" East, 326.25 feet; thence North 71° 51'20" East, 60.33 feet; thence 44.77 feet along the arc of a curve to the left, radius 1025.00 feet, chord South 19° 23'45" East, 44.77 feet; thence 153.10 feet along the arc of a curve to the right, concave to the North, radius 200.00 feet, chord North 88° 43'02" West, 149.39 feet; thence 275.24 feet along the arc of a curve to the left, radius 415.00 feet, chord North 85° 47'13" West, 270.22 feet; thence South 14° 47'13" East, 140.00 feet; thence 13.02 feet along the arc of a curve to the left, concave to the South, radius 275.00 feet, chord South 73° 51'24" West, 13.02 feet; thence South 72° 30'00" West, 178.71 feet; thence North 17° 30'00" West, 56.77 feet; thence 343.61 feet along the arc of a curve to the left, radius 315.00 feet, chord North 48° 45'00" West, 326.83 feet; thence North 80° 00'00" West, 350.77 feet; thence 332.55 feet along the arc of a curve to the left, radius 340.54 feet, chord South 72° 01'28" West, 319.49 feet; thence North 54° 25'00" West, 156.42 feet; thence 30.57 feet along the arc of a curve to the right, radius 20.00 feet, chord North 10° 38'00" West, 27.68 feet; thence 65.38 feet along the arc of a curve to the left, radius 1040.00 feet, chord North 31° 20'58" East, 65.37 feet; thence North 29° 32'54" East, 45.29 feet; thence North 71° 00'00" East, 689.58 feet; thence South 70° 00'00" East, 70.00 feet; thence North 69° 00'00" East, 232.75 feet; thence North 21° 00'00" West, 374.81 feet; thence North 05° 00'00" West, 572.45 feet; thence North 36° 00'00"

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ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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Exhibit "A"

East, 252.79 feet; thence North 21° 04'09" West, 195.50 feet; thence South 68° 55'51" West, 4.00 feet; thence 120.70 feet along the arc of a curve to the left, concave to the Southeast, radius 210.00 feet, chord South 52° 27'56" West, 119.04 feet; thence North 36° 00'00" East, 166.86 feet; thence 104.24 feet along the arc of a curve to the right, radius 143.10 feet, chord North 56° 52'08" East, 101.95 feet; thence 239.41 feet along the arc of a curve to the left, radius 470.00 feet, chord North 63° 08'43" East, 236.83 feet; thence South 60° 27'00" East, 272.78 feet; thence South 04° 56'41" West, 172.57 feet; thence South 18° 17'18" West 189.51 feet; thence South 10° 52'45" East, 118.48 feet; thence South 47° 13'49" East, 132.86 feet; thence North 40° 26'56" East, 356.49 feet; thence North 18° 13'57" East, 117.14 feet; thence North 32° 00'00" East, 365.00 feet; thence North 66° 00'00" East, 438.36 feet; thence South 53° 52'00" East, 189.44 feet; thence North 55° 37'23" East, 119.31 feet; thence North 29° 00'00" East, 70.42 feet; thence South 61° 00'00" East, 63.51 feet; thence South 87° 54'47" East, 50.18 feet; thence South 12° 23' 01" West, 254.11 feet; thence South 53° 52'31" West, 168.94 feet; thence South 59° 10'07" West, 121.00 feet; thence South 61° 07'10" West, 123.85 feet; thence South 27° 19'41" West, 225.83 feet; thence South 42° 33'32" West 142.79 feet; thence South 16° 24'56" West, 113.79 feet; thence South 18° 24'03" East, 282.22 feet; thence North 73° 51'08" East, 63.58 feet; thence South 57° 44'14" East, 149.51 feet; thence South 21° 57'42" West, 113.54 feet; thence North 59° 06'52" East, 479.25 feet; thence North 66° 13'29" East, 175.40 feet; thence North 59° 52'29" East, 133.63 feet; thence North 32° 33'47" East, 87.84 feet; thence North 21° 57'18" East, 309.76 feet; thence North 22° 06'35" East, 389.72 feet; thence South 49° 44'18" East, 100.73 feet; thence South 45° 37'29" East, 80.26 feet; thence South 28° 15'03" East, 88.70 feet; thence South 22° 14'53" West, 70.97 feet; thence South 76° 41'20" East, 110.13 feet; thence North 76° 36'40" East, 101.73 feet; thence South 18° 45'25" West, 86.57 feet; thence South 39° 13'26" West, 139.26 feet; thence South 68° 36'26" East, 35.06 feet; thence South 20° 15'48" West, 76.38 feet; thence South 23° 46'07" West, 244.07 feet; thence North 89° 44'26" East, 16.42 feet; thence South 23° 46'07" West, 101.46 feet; thence South 10° 51'48" West, 473.39 feet; thence South 58° 21'09" East, 568.29 feet; thence South 31° 22'51" East, 304.04 feet; thence South 08° 01'13" East, 180.94 feet; thence South 25° 12'00" West, 188.88 feet; thence South 50° 00'00" West, 62.71 feet; thence 34.91 feet along the arc of a curve to the right, radius 50.00 feet, chord South 70° 00'00" West, 34.20 feet; thence West 80.87 feet; thence 52.36 feet along the arc of a curve to the left, radius 50.00 feet, chord South 60° 00'00" West, 50.00 feet; thence South 30° 00'00" West, 135.00 feet; thence 68.94 feet along the arc of a curve to the right, radius 50.00 feet, chord South 69° 00' West, 63.61 feet; thence 125.67 feet along the arc of a curve to the left, radius 100.00 feet, chord South 73° 00'00" West, 117.56 feet; thence 92.50 feet along the arc of a curve to the right, radius 100.00 feet, chord South 63° 30'00" West, 89.24 feet; thence 184.13 feet along the arc of a curve to the left, radius 365.00 feet, chord South 75° 32'54" West, 182.18 feet; thence 194.21 feet along the arc of a curve to the right, radius 385.00 feet, chord South 75° 32'54" West, 192.16 feet; thence West 165.00 feet; thence North 00° 00'12" East, 25.00 feet; thence 307.84 feet along the arc of a curve to the left, radius 365.00 feet, chord South 60° 39'13" West, 298.80 feet; thence 43.63 feet along the arc of a curve to the right, radius 50.00 feet, chord South 65° 00'00" West, 42.26 feet; thence West 52.34 feet; thence 92.81 feet along the arc of a curve to the left, concave to the West, radius 965.00 feet, chord North 16° 14'42" West, 92.77 feet; thence 115.14 feet along the arc of a curve to the right, radius 635.00 feet chord North 13° 48'21" West, 114.98 feet; thence South 85° 00'00" West, 140.23 feet; thence 40.02 feet along the arc of a curve to the right, concave to the East, radius 775.00 feet, chord North 06° 28'45" West, 40.01 feet; thence North 85° 00'00" East, 130.00 feet; thence North 00° 12'07" West, 119.55 feet; thence North 89° 46'13" East, 147.78 feet; thence North 80° 40'47" East, 180.28 feet; thence North 77° 30'00" East, 370.00 feet; thence North 02° 00'00" East, 595.00 feet; thence North 29° 00'00" West, 240.00 feet; thence North 23° 00'00" West, 260.00 feet; thence North 08° 36'49" West, 21.35 feet; thence North 54° 03'34" West, 269.62 feet; thence South 74° 00'00" West, 445.00 feet; thence South 35° 00'00" West, 170.00 feet; thence South 13° 00'00" West, 105.00 feet; thence South 05° 00'00" East, 530.00 feet; thence South 17° 00'00" West, 618.85 feet; thence North 85° 00'00" East, 236.97 feet; thence South 05° 00'00" East, 5.00 feet; thence 84.57 feet along the arc of a curve to the left, radius 825.00 feet, chord South 07° 56'92" East, 84.54 feet; thence South 85° 00'00" West, 137.48 feet; thence South 11° 00'00" East, 98.57 feet; thence South 85° 00'00" West, 32.00 feet; thence South 11° 00'00" East, 90.50 feet; thence North 85° 00'00" East, 32.00 feet; thence South 11° 00'00" East, 180.99 feet; thence North 42° 00'00" West, 90.00 feet; thence 364.86 feet along the arc of a curve to the left, radius 185.00 feet, chord South 81° 30'00" West, 308.54 feet; thence South 25° 00'00" West, 65.00 feet; thence 128.63 feet along the arc of a curve to the left, radius 110.00 feet, chord South 08° 30'00" East, 121.43 feet; thence South 50° 00'00" West, 675.00 feet; thence South 67° 00'00" West, 292.58 feet; thence North 85° 00'00" West, 297.00 feet; thence South 29° 00'00" West, 132.02 feet; thence

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ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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Exhibit "A"

138.17 feet along the arc of a curve to the right, concave to the Northeast, radius 780.00 feet, chord North 65° 04'29" West, 137.99 feet to the POINT OF BEGINNING.

AND

A part of the South 0.70 feet of Lot 37 and a part of Lot 38 as shown on the Plat of TARPON WOODS THIRD ADDITION as recorded in Plat Book 78, pages 4 and 5, of the public records of Pinellas County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 38 as shown on said Plat of TARPON WOODS THIRD ADDITION and go North 17° 00'00" East, 99.23 feet, along the West boundary of said Lot 38 and a part of Lot 37, to a point on the North boundary of the South 0.70 feet of Lot 37; thence South 25° 11'21" East, 98.02 feet, to a point on the South boundary of Lot 38; thence South 85° 00'00" West, 71.00 feet, along said South boundary of Lot 38 to the POINT OF BEGINNING.

LESS AND EXCEPT a parcel of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Southeast corner of Lot 29, TOWNHOMES AT LOST OAKS, as per the map or plat thereof recorded in Plat Book 122, Page 38 of the Public Records of Pinellas County, Florida; thence along the East boundary of said plat the following two (2) courses: (1) N.50°04'10"E., a distance of 240.44 feet; (2) N.15°38'07"E., a distance of 45.21 feet; thence N.51°50'19"E., a distance of 112.00 feet; thence S.88°51'15"E., a distance of 79.61 feet; thence S.44°03'50"E., a distance of 120.75 feet; thence S.01°57'16"W., a distance of 184.28 feet; thence S.48°52'05"W., a distance of 278.12 feet to a non-tangent point of curvature and the Northerly right-of-way line of Tarpon Woods Boulevard; thence along said Northerly right-of-way line, Northwesterly 300.42 feet along the arc of a curve to the right, said curve having a radius of 960.00 feet, a central angle of 17°55'48", and a chord bearing and distance of N.50°58'14"W., 299.19 feet to the POINT OF BEGINNING.

PARCEL 2: (Easement Estate)

INTENTIONALLY DELETED

PARCEL 3: (Fee Estate)

A TRACT OF LAND LYING WITHIN SECTION 34, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 34, THENCE N. 00°15'02" W., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, FOR 1,937.90 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE S. 89°52'32" W., ALONG SAID SOUTH LINE, ALSO BEING THE NORTH BOUNDARY LINE OF WESCOTT SQUARE AS RECORDED IN PLAT BOOK 91, PAGES 1 - 4, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR 729.17 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUE ALONG SAID LINE S. 89°52'32" W., FOR 295.11 FEET TO THE NORTHWEST CORNER OF SAID WESCOTT SQUARE; THENCE ALONG THE WEST BOUNDARY OF SAID WESCOTT SQUARE SOUTH FOR 644.59 FEET; THENCE LEAVING SAID BOUNDARY, S. 22°06'35" W., FOR 389.72 FEET; THENCE S. 21°57'18" W., FOR 309.76 FEET; THENCE S. 32°33'47" W., FOR 87.84 FEET; THENCE S. 59°52'29" W., FOR 133.63 FEET; THENCE S. 66°13'29" W., FOR 175.40 FEET; THENCE S. 59°06'52" W., FOR 479.25 FEET; THENCE N. 21°57'42" E., FOR 113.53 FEET; THENCE N. 57°44'14" W., FOR 149.52 FEET; THENCE S. 73°51'08" W., FOR 63.58 FEET; THENCE N. 18°24'03" W., FOR 282.22 FEET; THENCE N. 16°24'56" E., FOR 113.79 FEET; THENCE N. 42°33'32" E., FOR 142.79 FEET;

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ALTA Commitment for Title Insurance (7-1-21) w-FL Mod

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Exhibit "A"

THENCE N. 27°19'41" E., FOR 225.83 FEET; THENCE N. 61°07'10" E., FOR 123.85 FEET; THENCE N. 59°10'07" E., FOR 121.00 FEET; THENCE N. 53°52'31" E., FOR 168.94 FEET; THENCE N. 12°23'01" E., FOR 254.11 FEET; THENCE N. 87°54'47" W., FOR 50.18 FEET; THENCE N. 61°00'00" W., FOR 63.51 FEET TO A POINT ON THE EAST BOUNDARY LINE OF TARPON WOODS SECOND ADDITION REPLAT, AS RECORDED IN PLAT BOOK 81, PAGES 2 AND 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY LINE THE FOLLOWING TWO COURSES: (1) THENCE N. 29°00'00" E., FOR 128.72 FEET; (2) THENCE N. 24°19'25" W., FOR 311.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE N. 89°52'32" E., ALONG SAID SOUTH LINE, FOR 631.46 FEET; THENCE N. 15°27'40" E., FOR 58.98 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,545.00 FEET, A CENTRAL ANGLE OF 15°35'08", AN ARC LENGTH OF 420.27 FEET AND A CHORD BEARING OF S. 82°19'54" E., FOR 418.97 FEET; TO THE POINT OF BEGINNING.

LESS AND EXCEPT a parcel of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Southeast corner of Lot 29, TOWNHOMES AT LOST OAKS, as per the map or plat thereof recorded in Plat Book 122, Page 38 of the Public Records of Pinellas County, Florida; thence along the East boundary of said plat the following two (2) courses: (1) N.50°04'10"E., a distance of 240.44 feet; (2) N.15°38'07"E., a distance of 45.21 feet; thence N.51°50'19"E., a distance of 112.00 feet; thence S.88°51'15"E., a distance of 79.61 feet; thence S.44°03'50"E., a distance of 120.75 feet; thence S.01°57'16"W., a distance of 184.28 feet; thence S.48°52'05"W., a distance of 278.12 feet to a non-tangent point of curvature and the Northerly right-of-way line of Tarpon Woods Boulevard; thence along said Northerly right-of-way line, Northwesterly 300.42 feet along the arc of a curve to the right, said curve having a radius of 960.00 feet, a central angle of 17°55'48", and a chord bearing and distance of N.50°58'14"W., 299.19 feet to the POINT OF BEGINNING.

Attachment 15

Figure 16- Non Credit Generating Exceptions Exhibit

 **BROOKER CREEK MITIGATION BANK - 172.46 AC**



DATE: APRIL 28, 2026
PROJECT NUMBER: 357-1
SOURCE: GREENSOURCE

**FIGURE X:
NON-CREDIT GENERATING
EXCEPTIONS**
BROOKER CREEK MITIGATION BANK

 15315 Indian Head Drive
Tampa, FL 33629
813-767-2035
www.GreenSourceEP.com

Attachment 16
Notice – Ridgemoor Sewer Agreement

THIS INSTRUMENT PREPARED BY
AND RETURN TO:

Bryan J. Stanley, Esq.
Bryan J. Stanley, P.A.
209 Turner Street
Clearwater, Florida 33756

NOTICE CONCERNING WAIVER OF RIGHTS UNDER JUNE 14, 1988 RIDGEMOOR SEWER AGREEMENT

The undersigned, **TARPON WOODS PROPERTIES LLC**, a Florida limited liability company ("**TWP**"), the owner in fee simple of that certain real property situated in Pinellas County, Florida, which is described upon **Exhibit "A"** attached hereto and made a part hereof ("**TWP Property**"), executes and records this NOTICE CONCERNING WAIVER OF RIGHTS UNDER JUNE 14, 1988 RIDGEMOOR SEWER AGREEMENT for the purpose of providing record notice of certain matters related to and concerning that certain Ridgemoor Sewer Agreement, dated June 14, 1988, between U.S. Home Corporation, a Delaware corporation, and Pinellas County, a political subdivision of the State of Florida, recorded June 20, 1988 in Official Records Book 6770, Page 2528, Pinellas County, Florida Public Records as amended by Amendment to Ridgemoor Sewer Agreement, dated June 12, 1993, between U.S. Home Corporation, a Delaware corporation, and Pinellas County, a political subdivision of the State of Florida, recorded November 23, 1993 in Official Records Book 8479, Page 242, Pinellas County, Florida Public Records (collectively, "**Ridgemoor Sewer Agreement**").

For good and valuable consideration (which includes without limitation the District's acceptance of the Conservation Easement described below), the receipt and sufficiency of which is hereby acknowledged by TWP:

1. With respect to the TWP Property described herein, TWP hereby waives, releases and discharges any right or authority TWP may have pursuant to the Ridgemoor Sewer Agreement to:
 - (i) apply for or obtain governmental permits or approvals related to the expansion of the sanitary sewer collection, transmission, treatment and effluent disposal systems and facilities which serve the Property (which Property or a portion thereof constitutes a portion of the "*Development*" which is the subject of the Ridgemoor Sewer Agreement);
 - (ii) reserve, require, secure, or obtain additional flow capacity for or with respect to the Property;
 - (iii) to construct or to require the construction of additional or expanded sewage collection systems, pumping stations, force mains and similar improvements and/or facilities within and/or serving the Property.
2. This Notice is given by TWP in connection with TWP's dedication of a Conservation Easement in favor of the Southwest Florida Water Management District ("**District**"), which Conservation Easement has been executed and is recorded contemporaneously with this Notice. This Notice

may not be altered, revoked, cancelled or terminated in whole or in part without the prior written authorization of the District, which shall be effective only upon the execution by the District and the recordation in Pinellas County, Florida Public Records of an instrument which specifically authorizes and permits such alteration, revocation, cancellation or termination.

[SIGNATURE AND ACKNOWLEDGMENT APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, TWP has executed this NOTICE CONCERNING WAIVER OF RIGHTS UNDER JUNE 14, 1988 RIDGEMOOR SEWER AGREEMENT on the date set forth below.

Signed, sealed and delivered
in our presence:

TARPON WOODS PROPERTIES LLC, a Florida
limited liability company

(Witness Signature)

Print Name:_____

Address:_____

By:_____

Bryan J. Stanley, Manager

(Witness Signature)

Print Name:_____

Address:_____

STATE OF FLORIDA
COUNTY OF PINELLAS

This instrument was acknowledged before me, by means of physical presence, this ____ day of April, 2026, by **BRYAN J. STANLEY**, as Manager of **TARPON WOODS PROPERTIES LLC**, a Florida limited liability company, on behalf of said company, who is () personally known to me or () has produced _____ as identification.

Notary Public - (Signature)

Print Name:_____

My Commission Expires:_____

EXHIBIT "A"

PROPERTY

[LEGAL DESCRIPTION OF CONSERVATION EASEMENT AREA]

PARCEL 1: (Fee Estate)

TARPON WOODS GOLF COURSE including clubhouse & clubhouse parking being in Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, described as follows:

Commence at the Southwest corner of Section 34, Township 27 South, Range 16 East, Pinellas County, Florida; thence South 89° 15'39" East, 1437.16 feet; thence North 00° 44'21" East, 179.52 feet for a POINT OF BEGINNING; thence North 60° 00'00" West, 176.17 feet; thence 301.17 feet along the arc of a curve to the right, radius 960.00 feet, chord North 51° 00'45" West, 299.94 feet; thence North 50° 04'10" East, 240.44 feet; thence North 15° 38'07" East, 45.21 feet; thence North 34° 00'00" West, 457.40 feet; thence South 56° 00'00" West, 101.43 feet; thence North 05° 00'00" West, 94.27 feet; thence North 25° 00'00" West, 111.06 feet; thence North 37° 00'00" West, 220.00 feet; thence North 02° 12'00" West, 293.11 feet; thence North 48° 00'00" West, 152.64 feet; thence North 42° 00'00" East, 238.78 feet; thence 72.31 feet along the arc of a curve to the left, radius 1040.00 feet, chord North 40° 00'30" East, 72.29 feet; thence 30.57 feet along the arc of a curve to the right, radius 20.00 feet, chord North 81° 48'00" East, 27.68 feet; thence South 54° 25'00" East 156.42 feet; thence South 35° 35'00" West, 58.26 feet; thence South 15° 30'00" East, 346.01 feet; thence 687.97 feet along the arc of a curve to the left, radius 390.00 feet, chord South 66° 02'09" East, 602.18 feet; thence North 45° 00'00" East, 311.99 feet; thence North 72° 30'00" East, 170.81 feet; thence North 17° 30'00" West, 120.00 feet; thence North 72° 30'00" East, 178.71 feet; thence 159.72 feet along the arc of a curve to the right, radius 225.00 feet, chord South 87° 09'50" East, 156.39 feet; thence South 44° 00'00" West, 125.30 feet; thence South 46° 00'00" East, 80.00 feet; thence 790.90 feet along the arc of a curve to the left, radius 285.00 feet, chord North 54° 30'00" East, 560.46 feet; thence 455.31 feet along the arc of a curve to the right, radius 835.00 feet, chord North 09° 22'44" West, 449.69 feet; thence North 28° 07'08" East, 10.78 feet; thence South 83° 45'28" East, 100.00 feet; thence North 11° 34'04" East, 360.67 feet; thence North 18° 47'52" East, 290.18 feet; thence North 61° 23'00" West, 293.00 feet; thence South 16°20'00" West, 70.00 feet; thence South 75° 50' 00" West, 230.40 feet; thence South 28° 01'34" West, 234.00 feet; thence South 84° 20'00" East, 50.00 feet; thence South 05° 40'00" West, 183.93 feet; thence South 84° 20'00" East, 151.63 feet; thence 11.18 feet along the arc of a curve to the left, concave to the East, radius 1400.00 feet, chord South 05° 53'44" West, 11.18 feet; thence North 83° 52'33" West, 184.50 feet; thence South 29° 10'48" West, 71.04 feet; thence 384.86 feet along the arc of a curve to the left, radius 165.00 feet, chord South 23° 33'06" East, 303.36 feet; thence North 89° 37'34" East 60.33 feet; thence 8.62 feet along the arc of a curve to the left, concave to the East, radius 1025.00 feet, chord South 00° 36'53" East, 8.62 feet; thence South 89° 08'40" West, 60.33 feet; thence 568.15 feet along the arc of a curve to

the left, radius 165.00 feet, chord South 09° 30'00" East, 326.25 feet; thence North 71° 51'20" East, 60.33 feet; thence 44.77 feet along the arc of a curve to the left, radius 1025.00 feet, chord South 19° 23'45" East, 44.77 feet; thence 153.10 feet along the arc of a curve to the right, concave to the North, radius 200.00 feet, chord North 88° 43'02" West, 149.39 feet; thence 275.24 feet along the arc of a curve to the left, radius 415.00 feet, chord North 85° 47'13" West, 270.22 feet; thence South 14° 47'13" East, 140.00 feet; thence 13.02 feet along the arc of a curve to the left, concave to the South, radius 275.00 feet, chord South 73° 51'24" West, 13.02 feet; thence South 72° 30'00" West, 178.71 feet; thence North 17° 30'00" West, 56.77 feet; thence 343.61 feet along the arc of a curve to the left, radius 315.00 feet, chord North 48° 45'00" West, 326.83 feet; thence North 80° 00'00" West, 350.77 feet; thence 332.55 feet along the arc of a curve to the left, radius 340.54 feet, chord South 72° 01'28" West, 319.49 feet; thence North 54° 25'00" West, 156.42 feet; thence 30.57 feet along the arc of a curve to the right, radius 20.00 feet, chord North 10° 38'00" West, 27.68 feet; thence 65.38 feet along the arc of a curve to the left, radius 1040.00 feet, chord North 31° 20'58" East, 65.37 feet; thence North 29° 32'54" East, 45.29 feet; thence North 71° 00'00" East, 689.58 feet; thence South 70° 00'00" East, 70.00 feet; thence North 69° 00'00" East, 232.75 feet; thence North 21° 00'00" West, 374.81 feet; thence North 05° 00'00" West, 572.45 feet; thence North 36° 00'00" East, 252.79 feet; thence North 21° 04'09" West, 195.50 feet; thence South 68° 55'51" West, 4.00 feet; thence 120.70 feet along the arc of a curve to the left, concave to the Southeast, radius 210.00 feet, chord South 52° 27'56" West, 119.04 feet; thence North 36° 00'00" East, 166.86 feet; thence 104.24 feet along the arc of a curve to the right, radius 143.10 feet, chord North 56° 52'08" East, 101.95 feet; thence 239.41 feet along the arc of a curve to the left, radius 470.00 feet, chord North 63° 08'43" East, 236.83 feet; thence South 60° 27'00" East, 272.78 feet; thence South 04° 56'41" West, 172.57 feet; thence South 18° 17'18" West 189.51 feet; thence South 10° 52'45" East, 118.48 feet; thence South 47° 13'49" East, 132.86 feet; thence North 40° 26'56" East, 356.49 feet; thence North 18° 13'57" East, 117.14 feet; thence North 32° 00'00" East, 365.00 feet; thence North 66° 00'00" East, 438.36 feet; thence South 53° 52'00" East, 189.44 feet; thence North 55° 37'23" East, 119.31 feet; thence North 29° 00'00" East, 70.42 feet; thence South 61° 00'00" East, 63.51 feet; thence South 87° 54'47" East, 50.18 feet; thence South 12° 23' 01" West, 254.11 feet; thence South 53° 52'31" West, 168.94 feet; thence South 59° 10'07" West, 121.00 feet; thence South 61° 07'10" West, 123.85 feet; thence South 27° 19'41" West, 225.83 feet; thence South 42° 33'32" West 142.79 feet; thence South 16° 24'56" West, 113.79 feet; thence South 18° 24'03" East, 282.22 feet; thence North 73° 51'08" East, 63.58 feet; thence South 57° 44'14" East, 149.51 feet; thence South 21° 57'42" West, 113.54 feet; thence North 59° 06'52" East, 479.25 feet; thence North 66° 13'29" East, 175.40 feet; thence North 59° 52'29" East, 133.63 feet; thence North 32° 33'47" East, 87.84 feet; thence North 21° 57'18" East, 309.76 feet; thence North 22° 06'35" East, 389.72 feet; thence South 49° 44'18" East, 100.73 feet; thence South 45° 37'29" East, 80.26 feet; thence South 28° 15'03" East, 88.70 feet; thence South 22° 14'53" West, 70.97 feet; thence South 76° 41'20" East, 110.13 feet; thence North 76° 36'40" East, 101.73 feet; thence South 18° 45'25" West, 86.57 feet; thence South 39° 13'26" West, 139.26 feet; thence South 68° 36'26" East, 35.06 feet; thence South 20° 15'48" West, 76.38 feet; thence South 23° 46'07" West, 244.07 feet; thence North 89° 44'26" East, 16.42 feet; thence South 23° 46'07" West, 101.46 feet; thence South 10° 51'48" West, 473.39 feet; thence South 58° 21'09" East,

568.29 feet; thence South 31° 22'51" East, 304.04 feet; thence South 08° 01'13" East, 180.94 feet; thence South 25° 12'00" West, 188.88 feet; thence South 50° 00'00" West, 62.71 feet; thence 34.91 feet along the arc of a curve to the right, radius 50.00 feet, chord South 70° 00'00" West, 34.20 feet; thence West 80.87 feet; thence 52.36 feet along the arc of a curve to the left, radius 50.00 feet, chord South 60° 00'00" West, 50.00 feet; thence South 30° 00'00" West, 135.00 feet; thence 68.94 feet along the arc of a curve to the right, radius 50.00 feet, chord South 69° 00'00" West, 63.61 feet; thence 125.67 feet along the arc of a curve to the left, radius 100.00 feet, chord South 73° 00'00" West, 117.56 feet; thence 92.50 feet along the arc of a curve to the right, radius 100.00 feet, chord South 63° 30'00" West, 89.24 feet; thence 184.13 feet along the arc of a curve to the left, radius 365.00 feet, chord South 75° 32'54" West, 182.18 feet; thence 194.21 feet along the arc of a curve to the right, radius 385.00 feet, chord South 75° 32'54" West, 192.16 feet; thence West 165.00 feet; thence North 00° 00'12" East, 25.00 feet; thence 307.84 feet along the arc of a curve to the left, radius 365.00 feet, chord South 60° 39'13" West, 298.80 feet; thence 43.63 feet along the arc of a curve to the right, radius 50.00 feet, chord South 65° 00'00" West, 42.26 feet; thence West 52.34 feet; thence 92.81 feet along the arc of a curve to the left, concave to the West, radius 965.00 feet, chord North 16° 14'42" West, 92.77 feet; thence 115.14 feet along the arc of a curve to the right, radius 635.00 feet, chord North 13° 48'21" West, 114.98 feet; thence South 85° 00'00" West, 140.23 feet; thence 40.02 feet along the arc of a curve to the right, concave to the East, radius 775.00 feet, chord North 06° 28'45" West, 40.01 feet; thence North 85° 00'00" East, 130.00 feet; thence North 00° 12'07" West, 119.55 feet; thence North 89° 46'13" East, 147.78 feet; thence North 80° 40'47" East, 180.28 feet; thence North 77° 30'00" East, 370.00 feet; thence North 02° 00'00" East, 595.00 feet; thence North 29° 00'00" West, 240.00 feet; thence North 23° 00'00" West, 260.00 feet; thence North 08° 36'49" West, 21.35 feet; thence North 54° 03'34" West, 269.62 feet; thence South 74° 00'00" West, 445.00 feet; thence South 35° 00'00" West, 170.00 feet; thence South 13° 00'00" West, 105.00 feet; thence South 05° 00'00" East, 530.00 feet; thence South 17° 00'00" West, 618.85 feet; thence North 85° 00'00" East, 236.97 feet; thence South 05° 00'00" East, 5.00 feet; thence 84.57 feet along the arc of a curve to the left, radius 825.00 feet, chord South 07° 56'92" East, 84.54 feet; thence South 85° 00'00" West, 137.48 feet; thence South 11° 00'00" East, 98.57 feet; thence South 85° 00'00" West, 32.00 feet; thence South 11° 00'00" East, 90.50 feet; thence North 85° 00'00" East, 32.00 feet; thence South 11° 00'00" East, 180.99 feet; thence North 42° 00'00" West, 90.00 feet; thence 364.86 feet along the arc of a curve to the left, radius 185.00 feet, chord South 81° 30'00" West, 308.54 feet; thence South 25° 00'00" West, 65.00 feet; thence 128.63 feet along the arc of a curve to the left, radius 110.00 feet, chord South 08° 30'00" East, 121.43 feet; thence South 50° 00'00" West, 675.00 feet; thence South 67° 00'00" West, 292.58 feet; thence North 85° 00'00" West, 297.00 feet; thence South 29° 00'00" West, 132.02 feet; thence 138.17 feet along the arc of a curve to the right, concave to the Northeast, radius 780.00 feet, chord North 65° 04'29" West, 137.99 feet to the POINT OF BEGINNING.

AND

A part of the South 0.70 feet of Lot 37 and a part of Lot 38 as shown on the Plat of TARPON WOODS THIRD ADDITION as recorded in Plat Book 78, pages 4 and 5, of the

public records of Pinellas County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 38 as shown on said Plat of TARPON WOODS THIRD ADDITION and go North 17° 00'00" East, 99.23 feet, along the West boundary of said Lot 38 and a part of Lot 37, to a point on the North boundary of the South 0.70 feet of Lot 37; thence South 25° 11'21" East, 98.02 feet, to a point on the South boundary of Lot 38; thence South 85° 00'00" West, 71.00 feet, along said South boundary of Lot 38 to the POINT OF BEGINNING.

LESS AND EXCEPT a parcel of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:
FOR A POINT OF BEGINNING commence at the Southeast corner of lot 29, TOWNHOMES AT LOST OAKS, as per the map or plat thereof recorded in Plat Book 122, Page 38 of the public records of Pinellas County, Florida; thence along the East boundary of said plat the following two (2) courses: (1) N.50°04'10"E., a distance of 240.44 feet; (2) N.15°38'07"E., a distance of 45.21 feet; thence N.51°50'19"E., a distance of 112.00 feet; thence S.88°51'15"E., a distance of 79.61 feet; thence S.44°03'50"E., a distance of 120.75 feet; thence S.01°57'16"W., a distance of 184.28 feet; thence S.48°52'05"W., a distance of 278.12 feet to a non-tangent point of curvature and the Northerly right-of-way line of Tarpon Woods Boulevard; thence along said Northerly right-of-way line, Northwesterly 300.42 feet along the arc of a curve to the right, said curve having a radius of 960.00 feet, a central angle of 17°55'48", and a chord bearing and distance of N.50°58'14"W., 299.19 feet to the POINT OF BEGINNING.

PARCEL 3: (Fee Estate)

A tract of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, and being more particularly described as follows:

COMMENCE at the East 1/4 corner of said Section 34, thence N. 00°15'02"W., along the East line of the Northeast 1/4 of said Section 34, for 1,937.90 feet to a point on the South line of the North 1/4 of the Northeast 1/4 of said Section 34; thence S.89°52'32"W., along said South line, also being the North boundary line of WESCOTT SQUARE as recorded in Plat Book 91, Pages 1 - 4, of the public records of Pinellas County, Florida for 729.17 feet to the POINT OF BEGINNING (P.O.B.); thence continue along said line S.89°52'32"W., for 295.11 feet to the Northwest corner of said WESCOTT SQUARE; thence along the West boundary of said WESCOTT SQUARE South for 644.59 feet; thence leaving said boundary, S.22°06'35"W., for 389.72 feet; thence S.21°57'18"W., for 309.76 feet; thence S.32°33'47"W., for 87.84 feet; thence S.59°52'29"W., for 133.63 feet; thence S.66°13'29"W., for 175.40 feet; thence S.59°06'52"W., for 479.25 feet; thence N.21°57'42"E., for 113.53 feet; thence N.57°44'14"W., for 149.52 feet; thence S.73°51'08"W., for 63.58 feet; thence N.18°24'03"W., for 282.22 feet; thence N.16°24'56"E., for 113.79 feet; thence N.42°33'32"E., for 142.79 feet; thence N.27°19'41"E., for 225.83 feet; thence N.61°07'10"E., for 123.85 feet; thence N.59°10'07"E., for 121.00 feet; thence N.53°52'31"E., for 168.94 feet; thence N.12°23'01"E., for 254.11 feet; thence N.87°54'47"W., for 50.18 feet; thence

N.61°00'00"W., for 63.51 feet to a point on the East boundary line of TARPON WOODS SECOND ADDITION REPLAT, as recorded in Plat Book 81, Pages 2 and 3, of the public records of Pinellas County, Florida; thence along said East boundary line the following two courses: (1) thence N.29°00'00"E., for 128.72 feet; (2) thence N.24°19'25"W., for 311.79 feet to a point on the South line of the North 1/4 of the Northeast 1/4 of said Section 34; thence N.89°52'32"E., along said South line, for 631.46 feet; thence N.15°27'40"E., for 58.98 feet; thence Southeasterly along a curve to the left having a radius of 1,545.00 feet, a central angle of 15°35'08", an arc length of 420.27 feet and a chord bearing of S.82°19'54"E., for 418.97 feet; to the POINT OF BEGINNING.

Attachment 17
Affidavit

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Bryan Stanley, Esq.
Bryan J. Stanley, P.A.
209 Turner Street
Clearwater, Florida 33756

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF PINELLAS

BEFORE ME, the undersigned authority, this day personally appeared **JAN STEPHENSON** ("**Affiant**"), the President of **JAN STEPHENSON'S CROSSROADS FOUNDATION, INC.**, a Florida not-for-profit corporation ("**Company**"), who, being first duly sworn, says that:

1. Affiant is authorized to deliver this Affidavit on behalf of the Company.
2. Since February 27, 2017, Company has been a fee simple owner of real property situated in Pinellas County, Florida, being more particularly described on **Exhibit "A"** attached hereto and made a part hereof ("**Property**"). Company continuously owned the property from February 27, 2017, the date on which Company acquired the Property from its prior owner, Tarpon Woods Golf Club, LLC, a Florida limited liability company, through the date of this Affidavit (based on certain transactions, between Company and Tarpon Woods Properties, LLC, a Florida limited liability company, has also had an ownership interest in the Property for a portion of this period).
3. Company and its undersigned authorized representative have been made aware that, in connection with the dedication of a Deed of Conservation Easement and an Access Easement in favor of the Southwest Florida Water Management District ("**SWFWMD**") and the Florida Department of Environmental Protection ("**FDEP**"), inquiries have been made by Chicago Title Insurance Company ("**CTIC**") and others with respect to the possible existence and the possible previous existence of membership agreements and/or similar agreements or arrangements relating to memberships and/or similar rights in the golf club/course ("**Membership Agreements**") which has been situated within the Property during the period in which Company owned the Property. This Affidavit has been given by the undersigned on Company's behalf in order to confirm that there exist no such Membership Agreements to which Company was a party.
4. From and after the date on which Company acquired the Property, as previously stated in this Affidavit, through the date of this Affidavit, Company has operated

the golf club/course within the Property. During such period of time, Company did not enter into any such Membership Agreements, and none presently exist. At the time of Company's acquisition of the Property, no such Membership Agreements existed, and none were assigned to or assumed by Company, and during such ownership period, no person or entity has asserted any membership or similar rights in such golf club/course. During Company's ownership⁷ period, no person or entity paid membership dues or similar payments. During such ownership period, such golf club/course was maintained as a "public" golf course, open and available for play and use by the general public, and Membership Agreements were not entered-into.

5. This Affidavit is made for purposes of providing notice to SWFWMD, FDEP, CTIC and other third parties of the matters set forth herein and to evidence that during Company's ownership of the Property, no Membership Agreements existed.

FURTHER AFFIANT SAYETH NAUGHT.

JAN STEPHENSON

STATE OF FLORIDA
COUNTY OF PINELLAS

Sworn and subscribed before me, by means of physical presence this _____ day of _____, 2026, by **JAN STEPHENSON**, who is personally known to me or has produced _____ as identification.

Notary Public

(Print, Type or Stamp Name)

My Commission Expires: _____

EXHIBIT "A"

PROPERTY

PARCEL 1: (Fee Estate)

TARPON WOODS GOLF COURSE including clubhouse & clubhouse parking being in Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, described as follows:

Commence at the Southwest corner of Section 34, Township 27 South, Range 16 East, Pinellas County, Florida; thence South 89° 15'39" East, 1437.16 feet; thence North 00° 44'21" East, 179.52 feet for a POINT OF BEGINNING; thence North 60° 00'00" West, 176.17 feet; thence 301.17 feet along the arc of a curve to the right, radius 960.00 feet, chord North 51° 00'45" West, 299.94 feet; thence North 50° 04'10" East, 240.44 feet; thence North 15° 38'07" East, 45.21 feet; thence North 34° 00'00" West, 457.40 feet; thence South 56° 00'00" West, 101.43 feet; thence North 05° 00'00" West, 94.27 feet; thence North 25° 00'00" West, 111.06 feet; thence North 37° 00'00" West, 220.00 feet; thence North 02° 12'00" West, 293.11 feet; thence North 48° 00'00" West, 152.64 feet; thence North 42° 00'00" East, 238.78 feet; thence 72.31 feet along the arc of a curve to the left, radius 1040.00 feet, chord North 40° 00'30" East, 72.29 feet; thence 30.57 feet along the arc of a curve to the right, radius 20.00 feet, chord North 81° 48'00" East, 27.68 feet; thence South 54° 25'00" East 156.42 feet; thence South 35° 35'00" West, 58.26 feet; thence South 15° 30'00" East, 346.01 feet; thence 687.97 feet along the arc of a curve to the left, radius 390.00 feet, chord South 66° 02'09" East, 602.18 feet; thence North 45° 00'00" East, 311.99 feet; thence North 72° 30'00" East, 170.81 feet; thence North 17° 30'00" West, 120.00 feet; thence North 72° 30'00" East, 178.71 feet; thence 159.72 feet along the arc of a curve to the right, radius 225.00 feet, chord South 87° 09'50" East, 156.39 feet; thence South 44° 00'00" West, 125.30 feet; thence South 46° 00'00" East, 80.00 feet; thence 790.90 feet along the arc of a curve to the left, radius 285.00 feet, chord North 54° 30'00" East, 560.46 feet; thence 455.31 feet along the arc of a curve to the right, radius 835.00 feet, chord North 09° 22'44" West, 449.69 feet; thence North 28° 07'08" East, 10.78 feet; thence South 83° 45'28" East, 100.00 feet; thence North 11° 34'04" East, 360.67 feet; thence North 18° 47'52" East, 290.18 feet; thence North 61° 23'00" West, 293.00 feet; thence South 16° 20'00" West, 70.00 feet; thence South 75° 50' 00" West, 230.40 feet; thence South 28° 01'34" West, 234.00 feet; thence South 84° 20'00" East, 50.00 feet; thence South 05° 40'00" West, 183.93 feet; thence South 84° 20'00" East, 151.63 feet; thence 11.18 feet along the arc of a curve to the left, concave to the East, radius 1400.00 feet, chord South 05° 53'44" West, 11.18 feet; thence North 83° 52'33" West, 184.50 feet; thence South 29° 10'48" West, 71.04 feet; thence 384.86 feet along the arc of a curve to the left, radius 165.00 feet, chord South 23° 33'06" East, 303.36 feet; thence North 89° 37'34" East 60.33 feet; thence 8.62 feet along the arc of a curve to the left, concave to the East, radius 1025.00 feet, chord South 00° 36'53" East, 8.62 feet; thence South 89° 08'40" West, 60.33 feet; thence 568.15 feet along the arc of a curve to the left, radius 165.00 feet, chord South 09° 30'00" East, 326.25 feet; thence North 71° 51'20" East, 60.33

feet; thence 44.77 feet along the arc of a curve to the left, radius 1025.00 feet, chord South 19° 23'45" East, 44.77 feet; thence 153.10 feet along the arc of a curve to the right, concave to the North, radius 200.00 feet, chord North 88° 43'02" West, 149.39 feet; thence 275.24 feet along the arc of a curve to the left, radius 415.00 feet, chord North 85° 47'13" West, 270.22 feet; thence South 14° 47'13" East, 140.00 feet; thence 13.02 feet along the arc of a curve to the left, concave to the South, radius 275.00 feet, chord South 73° 51'24" West, 13.02 feet; thence South 72° 30'00" West, 178.71 feet; thence North 17° 30'00" West, 56.77 feet; thence 343.61 feet along the arc of a curve to the left, radius 315.00 feet, chord North 48° 45'00" West, 326.83 feet; thence North 80° 00'00" West, 350.77 feet; thence 332.55 feet along the arc of a curve to the left, radius 340.54 feet, chord South 72° 01'28" West, 319.49 feet; thence North 54° 25'00" West, 156.42 feet; thence 30.57 feet along the arc of a curve to the right, radius 20.00 feet, chord North 10° 38'00" West, 27.68 feet; thence 65.38 feet along the arc of a curve to the left, radius 1040.00 feet, chord North 31° 20'58" East, 65.37 feet; thence North 29° 32'54" East, 45.29 feet; thence North 71° 00'00" East, 689.58 feet; thence South 70° 00'00" East, 70.00 feet; thence North 69° 00'00" East, 232.75 feet; thence North 21° 00'00" West, 374.81 feet; thence North 05° 00'00" West, 572.45 feet; thence North 36° 00'00" East, 252.79 feet; thence North 21° 04'09" West, 195.50 feet; thence South 68° 55'51" West, 4.00 feet; thence 120.70 feet along the arc of a curve to the left, concave to the Southeast, radius 210.00 feet, chord South 52° 27'56" West, 119.04 feet; thence North 36° 00'00" East, 166.86 feet; thence 104.24 feet along the arc of a curve to the right, radius 143.10 feet, chord North 56° 52'08" East, 101.95 feet; thence 239.41 feet along the arc of a curve to the left, radius 470.00 feet, chord North 63° 08'43" East, 236.83 feet; thence South 60° 27'00" East, 272.78 feet; thence South 04° 56'41" West, 172.57 feet; thence South 18° 17'18" West 189.51 feet; thence South 10° 52'45" East, 118.48 feet; thence South 47° 13'49" East, 132.86 feet; thence North 40° 26'56" East, 356.49 feet; thence North 18° 13'57" East, 117.14 feet; thence North 32° 00'00" East, 365.00 feet; thence North 66° 00'00" East, 438.36 feet; thence South 53° 52'00" East, 189.44 feet; thence North 55° 37'23" East, 119.31 feet; thence North 29° 00'00" East, 70.42 feet; thence South 61° 00'00" East, 63.51 feet; thence South 87° 54'47" East, 50.18 feet; thence South 12° 23' 01" West, 254.11 feet; thence South 53° 52'31" West, 168.94 feet; thence South 59° 10'07" West, 121.00 feet; thence South 61° 07'10" West, 123.85 feet; thence South 27° 19'41" West, 225.83 feet; thence South 42° 33'32" West 142.79 feet; thence South 16° 24'56" West, 113.79 feet; thence South 18° 24'03" East, 282.22 feet; thence North 73° 51'08" East, 63.58 feet; thence South 57° 44'14" East, 149.51 feet; thence South 21° 57'42" West, 113.54 feet; thence North 59° 06'52" East, 479.25 feet; thence North 66° 13'29" East, 175.40 feet; thence North 59° 52'29" East, 133.63 feet; thence North 32° 33'47" East, 87.84 feet; thence North 21° 57'18" East, 309.76 feet; thence North 22° 06'35" East, 389.72 feet; thence South 49° 44'18" East, 100.73 feet; thence South 45° 37'29" East, 80.26 feet; thence South 28° 15'03" East, 88.70 feet; thence South 22° 14'53" West, 70.97 feet; thence South 76° 41'20" East, 110.13 feet; thence North 76° 36'40" East, 101.73 feet; thence South 18° 45'25" West, 86.57 feet; thence South 39° 13'26" West, 139.26 feet; thence South 68 ° 36'26" East, 35.06 feet; thence South 20° 15'48" West, 76.38 feet; thence South 23° 46'07" West, 244.07 feet; thence North 89° 44'26" East, 16.42 feet; thence South 23° 46'07" West, 101.46 feet; thence South 10° 51'48" West, 473.39 feet; thence South 58° 21'09" East, 568.29 feet; thence South 31° 22'51" East, 304.04 feet; thence South 08° 01'13" East, 180.94 feet; thence South

25° 12'00" West, 188.88 feet; thence South 50° 00'00" West, 62.71 feet; thence 34.91 feet along the arc of a curve to the right, radius 50.00 feet, chord South 70° 00'00" West, 34.20 feet; thence West 80.87 feet; thence 52.36 feet along the arc of a curve to the left, radius 50.00 feet, chord South 60° 00'00" West, 50.00 feet; thence South 30° 00'00" West, 135.00 feet; thence 68.94 feet along the arc of a curve to the right, radius 50.00 feet, chord South 69° 00'00" West, 63.61 feet; thence 125.67 feet along the arc of a curve to the left, radius 100.00 feet, chord South 73° 00'00" West, 117.56 feet; thence 92.50 feet along the arc of a curve to the right, radius 100.00 feet, chord South 63° 30'00" West, 89.24 feet; thence 184.13 feet along the arc of a curve to the left, radius 365.00 feet, chord South 75° 32'54" West, 182.18 feet; thence 194.21 feet along the arc of a curve to the right, radius 385.00 feet, chord South 75° 32'54" West, 192.16 feet; thence West 165.00 feet; thence North 00° 00'12" East, 25.00 feet; thence 307.84 feet along the arc of a curve to the left, radius 365.00 feet, chord South 60° 39'13" West, 298.80 feet; thence 43.63 feet along the arc of a curve to the right, radius 50.00 feet, chord South 65° 00'00" West, 42.26 feet; thence West 52.34 feet; thence 92.81 feet along the arc of a curve to the left, concave to the West, radius 965.00 feet, chord North 16° 14'42" West, 92.77 feet; thence 115.14 feet along the arc of a curve to the right, radius 635.00 feet, chord North 13° 48'21" West, 114.98 feet; thence South 85° 00'00" West, 140.23 feet; thence 40.02 feet along the arc of a curve to the right, concave to the East, radius 775.00 feet, chord North 06° 28'45" West, 40.01 feet; thence North 85° 00'00" East, 130.00 feet; thence North 00° 12'07" West, 119.55 feet; thence North 89° 46'13" East, 147.78 feet; thence North 80° 40'47" East, 180.28 feet; thence North 77° 30'00" East, 370.00 feet; thence North 02° 00'00" East, 595.00 feet; thence North 29° 00'00" West, 240.00 feet; thence North 23° 00'00" West, 260.00 feet; thence North 08° 36'49" West, 21.35 feet; thence North 54° 03'34" West, 269.62 feet; thence South 74° 00'00" West, 445.00 feet; thence South 35° 00'00" West, 170.00 feet; thence South 13° 00'00" West, 105.00 feet; thence South 05° 00'00" East, 530.00 feet; thence South 17° 00'00" West, 618.85 feet; thence North 85° 00'00" East, 236.97 feet; thence South 05° 00'00" East, 5.00 feet; thence 84.57 feet along the arc of a curve to the left, radius 825.00 feet, chord South 07° 56'92" East, 84.54 feet; thence South 85° 00'00" West, 137.48 feet; thence South 11° 00'00" East, 98.57 feet; thence South 85° 00'00" West, 32.00 feet; thence South 11° 00'00" East, 90.50 feet; thence North 85° 00'00" East, 32.00 feet; thence South 11° 00'00" East, 180.99 feet; thence North 42° 00'00" West, 90.00 feet; thence 364.86 feet along the arc of a curve to the left, radius 185.00 feet, chord South 81° 30'00" West, 308.54 feet; thence South 25° 00'00" West, 65.00 feet; thence 128.63 feet along the arc of a curve to the left, radius 110.00 feet, chord South 08° 30'00" East, 121.43 feet; thence South 50° 00'00" West, 675.00 feet; thence South 67° 00'00" West, 292.58 feet; thence North 85° 00'00" West, 297.00 feet; thence South 29° 00'00" West, 132.02 feet; thence 138.17 feet along the arc of a curve to the right, concave to the Northeast, radius 780.00 feet, chord North 65° 04'29" West, 137.99 feet to the POINT OF BEGINNING.

AND

A part of the South 0.70 feet of Lot 37 and a part of Lot 38 as shown on the Plat of TARPON WOODS THIRD ADDITION as recorded in Plat Book 78, pages 4 and 5, of the public records of Pinellas County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Lot 38 as shown on said Plat of TARPON WOODS THIRD ADDITION and go North 17° 00'00" East, 99.23 feet, along the West boundary of said Lot 38 and a part of Lot 37, to a point on the North boundary of the South 0.70 feet of Lot 37; thence South 25° 11'21" East, 98.02 feet, to a point on the South boundary of Lot 38; thence South 85° 00'00" West, 71.00 feet, along said South boundary of Lot 38 to the POINT OF BEGINNING.

LESS AND EXCEPT a parcel of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Southeast corner of Lot 29, TOWNHOMES AT LOST OAKS, as per the map or plat thereof recorded in Plat Book 122, Page 38 of the Public Records of Pinellas County, Florida; thence along the East boundary of said plat the following two (2) courses: (1) N.50°04'10"E., a distance of 240.44 feet; (2) N.15°38'07"E., a distance of 45.21 feet; thence N.51°50'19"E., a distance of 112.00 feet; thence S.88°51'15"E., a distance of 79.61 feet; thence S.44°03'50"E., a distance of 120.75 feet; thence S.01°57'16"W., a distance of 184.28 feet; thence S.48°52'05"W., a distance of 278.12 feet to a non-tangent point of curvature and the Northerly right-of-way line of Tarpon Woods Boulevard; thence along said Northerly right-of-way line, Northwesterly 300.42 feet along the arc of a curve to the right, said curve having a radius of 960.00 feet, a central angle of 17°55'48", and a chord bearing and distance of N.50°58'14"W., 299.19 feet to the POINT OF BEGINNING.

PARCEL 2: (Easement Estate)

Non-exclusive easement for the benefit of Parcel 1 as created by Easement recorded in Official Records Book 6411, page 843, of the public records of Pinellas County, Florida, for the purposes set forth therein, over and across a portion of Lot 50 of TARPON WOODS 4TH ADDITION as recorded in Plat Book 80, pages 49 and 50, of the public records of Pinellas County, Florida, described as follows:

Begin at the Northwest corner of said Lot 50 and run thence South 25° 12'00" West 101.35 feet along the Westerly line of said Lot 50; thence run North 87° 49'07" East, 40.00 feet along the South line of said Lot 50; thence run North 02° 01'14" East, 90.24 feet to the POINT OF BEGINNING.

PARCEL 3: (Fee Estate)

A TRACT OF LAND LYING WITHIN SECTION 34, TOWNSHIP 27 SOUTH, RANGE 16 EAST, PINELLAS COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST 1/4 CORNER OF SAID SECTION 34, THENCE N. 00°15'02" W., ALONG THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 34, FOR 1,937.90 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE S. 89°52'32" W., ALONG SAID SOUTH LINE, ALSO BEING THE NORTH BOUNDARY LINE OF WESCOTT SQUARE AS RECORDED IN PLAT BOOK 91, PAGES 1 - 4, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA FOR 729.17 FEET TO THE POINT OF BEGINNING (P.O.B.); THENCE CONTINUE ALONG SAID LINE S. 89°52'32" W., FOR 295.11 FEET TO THE NORTHWEST CORNER OF SAID WESCOTT SQUARE; THENCE ALONG THE WEST BOUNDARY OF SAID WESCOTT SQUARE SOUTH FOR 644.59 FEET; THENCE LEAVING SAID BOUNDARY, S. 22°06'35" W., FOR 389.72 FEET; THENCE S. 21°57'18" W., FOR 309.76 FEET; THENCE S. 32°33'47" W., FOR 87.84 FEET; THENCE S. 59°52'29" W., FOR 133.63 FEET; THENCE S. 66°13'29" W., FOR 175.40 FEET; THENCE S. 59°06'52" W., FOR 479.25 FEET; THENCE N. 21°57'42" E., FOR 113.53 FEET; THENCE N. 57°44'14" W., FOR 149.52 FEET; THENCE S. 73°51'08" W., FOR 63.58 FEET; THENCE N. 18°24'03" W., FOR 282.22 FEET; THENCE N. 16°24'56" E., FOR 113.79 FEET; THENCE N. 42°33'32" E., FOR 142.79 FEET; THENCE N. 27°19'41" E., FOR 225.83 FEET; THENCE N. 61°07'10" E., FOR 123.85 FEET; THENCE N. 59°10'07" E., FOR 121.00 FEET; THENCE N. 53°52'31" E., FOR 168.94 FEET; THENCE N. 12°23'01" E., FOR 254.11 FEET; THENCE N. 87°54'47" W., FOR 50.18 FEET; THENCE N. 61°00'00" W., FOR 63.51 FEET TO A POINT ON THE EAST BOUNDARY LINE OF TARPON WOODS SECOND ADDITION REPLAT, AS RECORDED IN PLAT BOOK 81, PAGES 2 AND 3, OF THE PUBLIC RECORDS OF PINELLAS COUNTY, FLORIDA; THENCE ALONG SAID EAST BOUNDARY LINE THE FOLLOWING TWO COURSES: (1) THENCE N. 29°00'00" E., FOR 128.72 FEET; (2) THENCE N. 24°19'25" W., FOR 311.79 FEET TO A POINT ON THE SOUTH LINE OF THE NORTH 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 34; THENCE N. 89°52'32" E., ALONG SAID SOUTH LINE, FOR 631.46 FEET; THENCE N. 15°27'40" E., FOR 58.98 FEET; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1,545.00 FEET, A CENTRAL ANGLE OF 15°35'08", AN ARC LENGTH OF 420.27 FEET AND A CHORD BEARING OF S. 82°19'54" E., FOR 418.97 FEET; TO THE POINT OF BEGINNING.

LESS AND EXCEPT a parcel of land lying within Section 34, Township 27 South, Range 16 East, Pinellas County, Florida, being more particularly described as follows:

For a POINT OF BEGINNING commence at the Southeast corner of Lot 29, TOWNHOMES AT LOST OAKS, as per the map or plat thereof recorded in Plat Book 122, Page 38 of the Public Records of Pinellas County, Florida; thence along the East boundary of said plat the following two (2) courses: (1) N.50°04'10"E., a distance of 240.44 feet; (2) N.15°38'07"E., a distance of 45.21 feet; thence N.51°50'19"E., a distance of 112.00 feet; thence S.88°51'15"E., a

distance of 79.61 feet; thence S.44°03'50"E., a distance of 120.75 feet; thence S.01°57'16"W., a distance of 184.28 feet; thence S.48°52'05"W., a distance of 278.12 feet to a non-tangent point of curvature and the Northerly right-of-way line of Tarpon Woods Boulevard; thence along said Northerly right-of-way line, Northwesterly 300.42 feet along the arc of a curve to the right, said curve having a radius of 960.00 feet, a central angle of 17°55'48", and a chord bearing and distance of N.50°58'14"W., 299.19 feet to the POINT OF BEGINNING.