

Settlement and Partial Release Agreement

As set forth and entered into as of the Effective Date set forth below, Concert Renaissance LLC, a limited liability company, doing business in Florida as The Club at Renaissance (“Concert Renaissance”); and the Renaissance Community Development District, a unit of local purpose government existing pursuant to Chapter 190 (“District”) (individually, Concert Renaissance and the District referred to as “Party” and collectively as the “Parties”) are entering into this Settlement and Partial Release Agreement (the “Agreement”), setting forth the full and complete agreement between the Parties, as follows:

Whereas, Concert Renaissance is a limited liability company doing business in Florida as The Club at Renaissance. Concert Renaissance owns and maintains an interest in real property within the boundaries of the District in Lee County, Florida, which interest was acquired on September 22, 2022.

Whereas, the District is a unit of local special-purpose government established pursuant to the Uniform Community Development District Act of 1980, as codified in Chapter 190, Florida Statutes, as amended, and established August 20, 2001, by Lee County Ordinance No. 01-10.

Whereas, for the 2023/2024 fiscal year, the District levied upon Concert Renaissance Operations & Maintenance (“O&M”) assessments totaling \$124,212.89, which were timely paid by Concert Renaissance via tax bill in October of 2023 (“2023 O&M Assessments”).

Whereas, for the 2024/2025 fiscal year, the District levied upon Concert Renaissance O&M assessments totaling \$124,212.89, which were timely paid by Concert Renaissance via tax bill in October of 2024 (“2024 O&M Assessments”).

Whereas, the 2023 O&M Assessments and 2024 O&M Assessments were levied based upon the methodology set forth in the *2023 Operations and Maintenance Assessment Methodology Report, Renaissance Community Development District* (dated June 19, 2023), prepared by Real Estate Econometrics, Inc., attached hereto as “Exhibit 11” (“O&M Assessment Methodology”).¹

Whereas, on October 6, 2023, Concert Renaissance filed against the District a Complaint Seeking Declaratory and Injunctive Relief and Damages (“Complaint”) in the Circuit Court of the Twentieth Judicial Circuit of Florida, in and for Lee County, Florida, Case No. 23-CA-11452 (“Lawsuit”). The Complaint alleged seven Counts against the District related to the 2023 O&M Assessments. Counts I through IV alleged that the 2023 O&M Assessments are arbitrary and capricious, the property assessed does not derive a special benefit from the service provided, and the 2023 O&M Assessments are not fairly and reasonably apportioned according to the benefits received. Counts V and VI alleged public records violations pursuant to Chapter 119, Florida Statutes. Count VII alleged a violation of the Sunshine Law, pursuant to Section 286.011, Florida Statutes.

¹ Exhibit numbers appear out of sequential order because the exhibits were pre-marked and used in connection with other documents or proceedings. They are referenced herein as previously identified to maintain consistency and avoid duplication.

Whereas, on February 10, 2025, Concert Renaissance filed an Amended Complaint in the Lawsuit, alleging additional claims related to the 2024 O&M Assessments, and naming District Supervisors Sam Martin and Linda Stuart as Defendants based upon alleged violations of the Sunshine Law.

Whereas, the Parties are desirous of compromising and resolving the disputes between the Parties expressly set forth below, and for the fair and reasonable consideration set forth below, which is acknowledged and received, the Parties have agreed to the terms of this Agreement, as follows:

1. **District Board Approval.** This Agreement is subject to approval by a majority vote of the District supervisors, with a quorum present. The District shall hold such a meeting and vote no later than June 9, 2025. Furthermore, the District shall ensure that all such required public notices are properly published so as to not delay the meeting any later than June 9, 2025. If approved on June 9, 2025, the “Effective Date” becomes June 9, 2025.

2. **O&M Assessments Refund.** No later June 19, 2025, District shall pay to Concert Renaissance two hundred and seventy thousand three hundred fifty-eight U.S. dollars and seventy-eight cents (\$270,358.78) as a refund for the O&M Assessments paid by Concert Renaissance, which includes a full refund of the 2023 O&M Assessments and 2024 O&M Assessments, and interest accrued since payment of both (“O&M Assessments Refund”). The District shall pay via wire, check, or similar instrument.

3. **Attorneys’ Fees and Costs.** No later than July 24, 2025, the District shall pay to Concert Renaissance one hundred thousand U.S. dollars (\$100,000) in attorneys’ fees (“Attorneys’ Fees Payment”). Except as expressly specified herein, each Party shall otherwise bear its own outstanding or unpaid attorneys’ fees, costs, expenses, and mediation fees incurred related to any stage of the Lawsuit.

4. **Easements.** As soon as possible and no later than July 9, 2025, the District shall execute the Access Easement and Water Easement in the form attached hereto in “Exhibit 1” (“Easements”). This provision is subject to the District performing a due diligence title search to ensure that it has sufficient property interest to grant the Easements. If, at the conclusion of thirty (30) days, the District has not completed its title due diligence, the District shall execute the Easements without further request by Concert Renaissance.

5. **Further Assurances.** Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the Parties and Third Parties in doing, all things necessary, proper, or advisable to carry out the intent and purposes of this Agreement.

6. **Lawsuit Dismissal.** Within seven (7) days after the later of payment of the O&M Assessments Refund, the Attorneys’ Fees Payment, or the execution of the Easements, Concert Renaissance shall file or cause to be filed a Voluntary Dismissal with Prejudice of the Lawsuit.

7. **Mutual Waiver and Release.** The Parties, each on behalf of themselves, their supervisors, owners, shareholders, agents, employees, officers, managers, directors, insurers and assigns, hereby waives, releases, and covenants not to sue any other Party, their supervisors, owners, shareholders, agents, employees, officers, managers, directors, insurers and assigns, as to the specific claims expressly set forth in the Amended Complaint of the Lawsuit in Counts 1-10.

- a. **Express Exceptions to Waiver and Release.** Any and all claims not contained in the Amended Complaint are hereby expressly reserved and not waived. Such claims include, but are not limited to, those claims which are known and unknown; past, current, or future; and may be related to or intertwined with those claims set forth in the Amended Complaint.

8. **Agreement Regarding Assessment Methodology.** The District agrees that, at the next duly noticed public meeting of its Board of Supervisors held following the execution of this Agreement, the Board will take official action to discontinue and invalidate the use of the O&M Assessment Methodology. The District further agrees that it will not employ or rely upon the O&M Assessment Methodology in the levy of future operations and maintenance assessments. The Parties agree that this provision is entered into solely for the purpose of compromise and settlement.

9. **Authority to Enter Agreement.** Each person signing this Agreement represents that he/she has the full authority of the Party for whom he/she is signing to enter into and bind the Party to the terms and conditions of this Agreement. The Parties further acknowledge that they participated in the drafting of this Agreement, understand all terms contained herein, and are freely and voluntarily entering into this Agreement with the full participation of their respective counsel.

10. **Supremacy, Integration & Interpretation.** This Agreement constitutes the full and entire agreement between the Parties with respect to the Lawsuit, and no other material terms exist outside the Agreement. This Agreement supersedes and integrates all previous and contemporaneous terms, agreements, communications, representations, and understandings of any sort whatsoever.

11. **Florida Law.** This Agreement shall be governed by the laws of the State of Florida. The Parties further agree that any lawsuit, dispute, or action in equity arising from this Agreement, or enforcement of any terms of the Agreement, shall be brought in the federal or state courts situated in or having jurisdiction over Lee County, Florida.

12. **Severability.** If any term, condition, or clause of this Agreement is deemed by a Court of valid jurisdiction to be illegal or unenforceable, the Parties agree to sever the offending term, condition, or clause, and enforce the rest of the Agreement to the fullest extent possible.

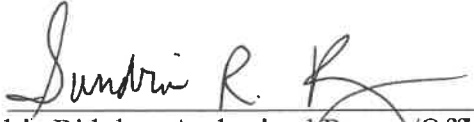
13. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.

14. **Fees and Costs for Breach of this Agreement.** In the event that any suit or action is instituted to enforce any provision of this Agreement, the prevailing Party in such dispute shall be entitled to recover from the losing Party all fees, costs, and expenses incurred in enforcing any right of such prevailing Party under or with respect to this Agreement, including without limitation, all fees and expenses of attorneys and experts. Such fees and expenses shall include the fees, costs, and expenses of any appeal.

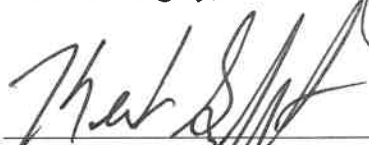
Now, wherefore, having received full and adequate consideration for the aforementioned promises and obligations, and having reviewed the terms and conditions with the counsel of their choosing, the Parties hereby agree to be bound by the terms and conditions of this Settlement and Partial Release Agreement:

Concert Renaissance LLC

Date

BY: 
Sundria Ridgley, Authorized Person/Officer

5/21/2025


Kent Safriet, Esq.,
Attorney for Concert Renaissance, LLC

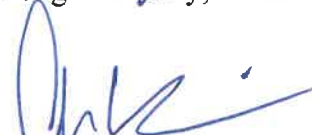
5/21/2025

**Renaissance Community
Development District**

Date

BY: 
Douglas Dickey, District Supervisor

5/21/2025


Asher Knipe, Esq.,
Attorney for
Renaissance Community Development District

5/21/2025

2023 OPERATIONS AND MAINTENANCE ASSESSMENT METHODOLOGY REPORT

RENAISSANCE COMMUNITY DEVELOPMENT DISTRICT

June 19, 2023

Prepared for

**Board of Supervisors
Renaissance Community Development District**

Prepared by

**Real Estate Econometrics, Inc.
707 Orchid Drive, Suite 100
Naples, FL 34102
REE-I.com**



Exhibit 11

1.0 Introduction

1.1 Purpose

This 2023 Operations and Maintenance Assessment Methodology Report (the "2023 Report") is being presented as an alternative operations & maintenance assessment methodology to the current methodology at the Renaissance Community Development District ("District").

The 2023 Report allocates the proposed Fiscal Year 2023 Operations and Maintenance Budget ("2023 Budget") into benefit measurement categories to allow for the determination of special and peculiar benefits to each property within District boundaries. The 2023 Report allocates the 2023 Budget and future budgets as prescribed unless changes are made to the various product types or budget line items by the District.

The Methodology described herein has two goals: (1) determining the special and peculiar benefits that flow to the properties in the District as a logical connection from the operations and maintenance of the infrastructure systems and facilities constituting enhanced use and increased enjoyment of the property; and (2) apportion the special benefits on a basis that is fair and reasonable.

The Methodology herein sets forth a framework to allocate the budget and apportion the special and peculiar benefits from the 2023 Budget and future budgets funded from and secured by non-ad valorem special assessments (the "Assessments") imposed and levied on the properties within the District. Any non-ad valorem special assessments imposed on the properties within the District will constitute liens, co-equal with the liens of State, County, municipal and school board taxes, against properties within the boundary of the District that receive special benefits from the District's budget.

Real Estate Econometrics, Inc. ("Methodology Consultant"), was selected to develop this methodology and has prepared this report, which is designed to conform to the requirements of the Florida Constitution, Chapters 170, 190 and 197, F.S. with respect to the Assessments and is consistent with our understanding of the case law on this subject.

1.2 Background

The District encompasses +/- 507 acres with access off of Daniels Road and frontage to its east along Interstate 75 in Lee County, Florida. The District has 388 residential units and an 18-hole golf course with clubhouse facilities within its boundary and is responsible for the operations and maintenance of the District's infrastructure including but not limited the storm water management system, lake maintenance, a portion of the irrigation distribution system, landscaping, wetlands maintenance, administrative/community costs and reserves.

Table 1 below outlines the Renaissance development program ("Development Program") within the District.

Table 1. Renaissance Land Development Program

Neighborhood	Product Type	Units
Triana	Coach 4-Plex	130
Villagio	Villa 60'	59
Monteverdi	Executive 75'	52
Vittoria	SF 90'	50
Via Lago	Estate 120'	55
Terabella	SF 140'	40
Golf Course	Golf Course Clubhouse	1
Golf Course 2	Golf Course Playing Area	1
Totals:		388

1.3 Use of Specific Numbers within the Tables of the Supplemental Methodology

Great diligence has been used to define the components of the Land Development Program defined in Table 1, the 2023 Budget shown in Appendix A, the budget allocation shown in Table 2, the assessment apportionment in Tables 3 through 5 and the cumulative assessments by product type shown in Table 6. The Land Development Program, the 2023 Budget and the resulting assessment calculation methods are finalized in this report.

2.0 Operations and Maintenance Assessment Requirements

2.1 Requirements of a Valid Assessment Methodology

Valid special assessments under Florida law have two requirements. First, the properties assessed must receive a special and peculiar benefit as a logical connection from the systems and services constituting maintenance and operations of the District's capital improvements. The courts recognize the special benefits which flow as a logical connection peculiar to the property as enhanced enjoyment and increased use of the property which in turn may result in decreased insurance premiums, increased value and marketability. Second, the assessments must be fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed.

If these two tests for lienability are determined in a manner that is informed and non-arbitrary by the Board of Supervisors of the District, as a legislative determination, then the special assessments may be levied, imposed and collected as co-equal first liens on the property. Florida courts have found that it is not necessary to calculate benefit with mathematical precision at the time of imposition and levy so long as the levying and imposition process is not arbitrary, capricious, or unfair.

2.2 Special and Peculiar Benefit to the Property

The operations and maintenance of District improvements undertaken by the District create both special benefits and general benefits. However, the general benefits to the public at large are incidental in nature and are readily distinguishable from the special and peculiar benefits which flow as a logical connection from the systems, facilities and services to property within the District in order to develop such property and use it for residential and other purposes. Absent the construction or provision of the District's infrastructure, there would be no infrastructure to support development of land within the District and such development would be prohibited by law.

While the general public and property owners outside the District will benefit from the operations and maintenance and provision of District infrastructure, these benefits are incidental to the benefits derived from property within the District which is dependent upon the District's infrastructure to develop the property within such boundaries. This fact alone clearly distinguishes the special and peculiar benefits which District properties receive compared to those properties lying outside of the District's boundaries and establishes that the infrastructure has a nexus to the value and the use and enjoyment of the lands within the District along with the need to operate and maintain the District's infrastructure.

2.3 Reasonable and Fair Apportionment of the Duty to Pay

The special and peculiar benefits from the operations and maintenance of the District's infrastructure have been determined and apportioned to each developable unit as provided in this 2023 Report.

The duty to pay the non-ad valorem special assessments is fairly and reasonably allocated because the special and peculiar benefits to the property flowing from the operations and maintenance of the District's infrastructure (and the concomitant responsibility for the funding of the resultant and apportioned District budget) have been allocated to the property according to the reasonable estimates.

Those special and peculiar benefits include enhanced enjoyment and increased use, which may result in such positive consequences as increased value and marketability and decreased insurance premiums and conferred on the land as provided by the operations and maintenance of the District's infrastructure for the reasons set forth above.

Accordingly, no property within the District will be assessed for the payment of any non-ad valorem special assessment pursuant to this 2023 Report in an amount greater than the determined special benefit peculiar to that property and having a nexus to the value of the property or the use and enjoyment thereof.

3.0 District Assessment Determination

3.1 The Assessment Determination Process

Determining the assessments per product type begins by identifying all of the properties within the District Boundaries that are receiving benefit from the operations and maintenance of the District's capital improvements. The properties receiving benefit were previously identified in Table 1.

The second element in the assessment determination process is allocating the 2023 Budget into benefit determination categories and that will be assessed to the benefitting properties.

The Consultant reviewed the 2023 Budget to ascertain the benefit determination categories. The budget was reviewed line item by line item. There are three (3) categories of benefit measurement used to determine the amount of the line-item expense to be used in the assessment calculations. About 30% of the budget was determined to be shared equally among all product types as administrative costs, 24% allocated to landscaping costs and 46% allocated to water management costs.

The detailed line-item expense determination can be found in Appendix A on page 9.

With the product types identified and the budget allocation defined, the Methodology Consultant next determined the measurement figure by product type for each benefit measurement category.

For budget line items related to the water management system, the Consultant used Lee County Property Appraiser ("Property Appraiser") data to determine the impervious surface of each product type by first taking out all water management items from properties that had those items (lakes/wetlands) as a part of their acreage (like the golf course) to determine the actual number of "uplands" that was contributing run off to the water management system.

Once the water management system acreage was eliminated from the total acreage of a parcel, the Methodology Consultant then used data from the Property Appraiser to determine the amount of impervious and pervious acreage for each property. The total built area as determined by the Property Appraiser was used as the impervious surface area for each property. The second-story square footage as calculated by the Property Appraiser was subtracted from the total built area to determine the total built area impervious footprint. Finally, that net impervious square footage is subtracted from the Property Appraiser's GIS square footage measurement to determine the pervious surface for each property. Engineers have determined that there also is a 20% impervious flow off of pervious lands so that calculation was also included in the total impervious acreage total. For example, the golf course pervious playing area acreage generated a 20% flow into the water management system.

An Equivalent Assessment Unit (“EAU”) measurement was used to determine the benefit received for each parcel within the District for the landscaping and administrative costs.

Each of the residential properties in the District received an EAU of one (1). The golf course clubhouse parcel’s EAUs were calculated by dividing the total square footage of the clubhouse heated area (35,936 Sq. Ft.) by the heated area weighted average of all residential units in the District (3,192 Sq. Ft.). The total EAUs for the clubhouse area is 11.26. The Methodology Consultant also performed the same calculation for the maintenance facility (1,448 Sq. Ft.) divided by the weighted average of all residential units in the District (3,192 Sq. Ft.). The total EAUs for the maintenance facility is 0.45.

The total number of EAUs in the District divided into the landscaping and administrative benefit category was used to determine that benefit. Landscaping budget line items include berm mowing and maintenance, general community landscaping, plant renewal and replacement, grounds and outside maintenance.

Administrative budget line items included in this category were legislative, financial & administrative, legal counsel, security operations, and the Board of Supervisors salaries among other administrative/community services categories.

The field management costs were allocated on a percentage basis among the three benefitting categories based on each benefitting category cost as a percentage of the total O&M budget.

The Methodology Consultant’s experience with many CDD budgets has shown that the landscaping and administrative categories are available for the enjoyment and use for all property owners on an equal basis.

To measure each property’s benefit derived from the Proposed 2023 Budget, the Methodology Consultant has consolidated the budget into the three (3) benefit measurement categories in Table 2 below.

Table 2. District Total O&M Budget Allocation by Benefit Measurement

MEASUREMENT	BUDGET
Impervious Acreage (Water Management)	\$339,366
Equal Assessment Unit (Landscaping)	89,997
Equal Assessment Unit (Administration)	142,004
O&M General Total	\$571,367

With the property type benefit measure figures calculated and the budget allocated by benefit measure categories, the next step is to determine the assessment apportionment for each property by the budget’s allocated benefit measurement category.

The first benefit category to be apportioned is the water management benefit assessment. The water management assessment is calculated by taking the percentage of impervious surface from a property appraiser data at 100% and removing that from the gross acreage for each property as edited to remove the lakes/wetlands to obtain the pervious surface which has a 20% flow rate into the water management system according to many engineering studies.

The Methodology Consultant utilized the Property Appraiser data for the golf course to determine the total number of acres that impact the water management system. There are two golf course areas that require the impervious calculations. The first and largest area is the playing surface, which included the maintenance facility. The second area is the clubhouse parcel. The Property Appraiser data includes the total developed area for the maintenance facility and clubhouse area that is impervious. The second story square footage was subtracted from the total developed area to calculate the true impervious footprint for the clubhouse area. The resulting golf course impervious calculation includes 20% of the pervious acreage and 100% of the impervious acreage.

The Methodology Consultant then summed all the properties' pervious and impervious acreage and again divided the individual property's acreage to determine each neighborhood's percentage of the total acreage. The Methodology Consultant summed up the residential percent of the water management budget and recalibrated those percentages to equalize the assessments for the residential properties. The total water management budget category amount was multiplied by each neighborhood's and golf course percentages to determine the apportioned water management assessment for each property. Table 3 below shows those calculations.

Table 3. District Water Management Budget Assessment Calculation

Neighborhood	Product Type	Units	Average Unit Size (Sq. Ft.)	Average Lot Size (Sq. Ft.)	ACRES	Water Management Sq. Ft. Per Unit	Total W/M Acres	Adjusted %		
								% W/M BUDGET	W/M BUDGET	W/M BUDGET ALLOCATION
Triana	Coach 4-Plex	130	2,270	5,123	15.29	2,841	8.48	9.30%	22.03%	\$74,762
Villagio	Villa 60'	59	2,590	10,124	13.71	5,715	7.74	8.49%	10.00%	\$33,930
Monteverdi	Executive 75'	52	3,421	13,834	16.51	7,680	9.17	10.06%	8.81%	\$29,905
Vittoria	SF 90'	50	3,877	17,032	19.55	9,312	10.69	11.72%	8.47%	\$28,754
Via Lago	Estate 120'	55	3,720	17,307	21.85	9,279	11.72	12.85%	9.32%	\$31,630
Terabella	SF 140'	40	5,200	25,927	23.81	12,894	11.84	12.99%	6.78%	\$23,004
Golf Course	Golf Course Clubhouse	1	35,936	419,309	9.63	115,461	2.65	2.91%	2.91%	\$9,867
Golf Course 2	Golf Course Playing Area	1	1,448	6,283,748	144.26	1,258,052	28.88	31.68%	31.68%	\$107,514
Totals:		388			264.61		91.16	100.00%	100.00%	\$339,366

The next category to be apportioned to product type is landscaping. The total number of residential properties (386) in the District were each given one (1) EAU and the clubhouse was given 11.26 EAUs and maintenance facility 0.45 EAUs per the calculation explained in paragraph 2 on page 5. The total landscape benefit measurement was multiplied by the percentage of each property EAU to calculate each property's landscape assessment as shown in Table 4 on the next page.

Table 4. District Landscape Budget Assessment Calculation

Neighborhood	Product Type	Landscaping		Total EAUs	% EAUs	LANDSCAPE BUDGET
		Units	EAUs Per Unit			ALLOCATION
Triana	Coach 4-Plex	130	1	130.00	32.69%	\$29,417
Villagio	Villa 60'	59	1	59.00	14.83%	\$13,351
Monteverdi	Executive 75'	52	1	52.00	13.07%	\$11,767
Vittoria	SF 90'	50	1	50.00	12.57%	\$11,314
Via Lago	Estate 120'	55	1	55.00	13.83%	\$12,446
Terabella	SF 140'	40	1	40.00	10.06%	\$9,052
Golf Course	Golf Course Clubhouse	1	11.26	11.26	2.83%	\$2,547
Golf Course 2	Golf Course Playing Area	1	0.45	0.45	0.11%	\$103
Totals:		388		397.71	100.00%	\$89,997

As indicated earlier, the total number of residential properties (386) in the District plus 11.26 EAUs for the golf clubhouse and 0.45 EAUs for the golf maintenance facility divided into the administrative benefit budget category was used to determine the administrative assessment apportionment for each property. The Methodology Consultant totaled the EAUs and divided each property by the total to calculate the percentage of each property's ERU to the total number of District EAUs. The total budget for the benefit measurement was multiplied by the percentage of each property EAU to calculated each property's administrative assessment as shown in Table 5 below.

Table 5. District Overall Administration Budget Assessment Calculation

Neighborhood	Product Type	Administration		Total EAUs	% EAUs	ADMINISTRATION
		Units	EAUs Per Unit			BUDGET ALLOCATION
Triana	Coach 4-Plex	130	1	130.00	32.69%	\$46,417
Villagio	Villa 60'	59	1	59.00	14.83%	\$21,066
Monteverdi	Executive 75'	52	1	52.00	13.07%	\$18,567
Vittoria	SF 90'	50	1	50.00	12.57%	\$17,853
Via Lago	Estate 120'	55	1	55.00	13.83%	\$19,638
Terabella	SF 140'	40	1	40.00	10.06%	\$14,282
Golf Course	Golf Course Clubhouse	1	11.26	11.26	2.83%	\$4,020
Golf Course 2	Golf Course Playing Area	1	0.45	0.45	0.11%	\$162
Totals:		388		397.71	100.00%	\$142,004

The Methodology Consultant summed up each property's water management, landscaping and administrative assessments to determine the total operations & maintenance assessment apportionment. Each property within the District has a unique assessment that is indicative of the benefit each property receives from the operations & maintenance budget. Each property's assessment by category and in total is shown in Table 6 on the next page.

Table 6. Total District Assessment Calculation by Product Type

Neighborhood	Product Type	Units	W/M BUDGET	LANDSCAPE	ADMINISTRATION	TOTAL O&M	TOTAL O&M	CURRENT O&M
			ALLOCATION	BUDGET	BUDGET	ASSESSMENT BY	ASSESSMENT	ASSESSMENT
				ALLOCATION	ALLOCATION	PRODUCT TYPE	PER UNIT	PER UNIT
Triana	Coach 4-Plex	130	\$74,762	\$29,417	\$46,417	\$150,596	\$1,158.43	\$1,158.43
Villagio	Villa 60'	59	\$33,930	\$13,351	\$21,066	\$68,347	\$1,158.43	\$1,158.43
Monteverdi	Executive 75'	52	\$29,905	\$11,767	\$18,567	\$60,238	\$1,158.43	\$1,158.43
Vittoria	SF 90'	50	\$28,754	\$11,314	\$17,853	\$57,922	\$1,158.43	\$1,158.43
Via Lago	Estate 120'	55	\$31,630	\$12,446	\$19,638	\$63,714	\$1,158.43	\$1,158.43
Terabella	SF 140'	40	\$23,004	\$9,052	\$14,282	\$46,337	\$1,158.43	\$1,158.43
Golf Course	Golf Course Clubhouse	1	\$9,867	\$2,547	\$4,020	\$16,434	\$16,434.34	\$0.00
Golf Course 2	Golf Course Playing Area	1	\$107,514	\$103	\$162	\$107,779	\$107,778.55	\$0.00
Totals:		388	\$339,366	\$89,997	\$142,004	\$571,367		

The assessments represent the special and peculiar benefit each property receives as a logical connection from the systems and services constituting maintenance and operations of the District's capital improvements. The assessments are also fairly and reasonably apportioned in relation to the benefit received by the various properties being assessed as they are measured with mathematical certainty by using professionally acceptable measuring guidelines.

4.0 Covenant to Pay

All assessments levied run with the land. The owner of record at the time the annual assessment roll is developed will have the responsibility to make the annual operations and maintenance assessment payments.

5.0 Methodology Use

This Methodology Report provides the mathematical calculation to determine the assessment allocation by product type in order to fund the District's Operations and Maintenance budget each fiscal year. The District's 2023 Budget was used as an example to show how the budget is apportioned and the assessments allocated for each property. The assessments will change from fiscal year to fiscal year depending on changes to the budget line items and the addition of homes that have yet to be built.

6.0 Assessment Roll

The Methodology will provide an assessment roll that lists each property's assessment within the District once the Renaissance Community Development District adopts the final methodology and determines its final FY 2023-2024 Budget.

APPENDIX A

RENAISSANCE COMMUNITY DEVELOPMENT DISTRICT PROPOSED FY 2024 OPERATIONS & MAINTENANCE BUDGET

Expenditures	FY 2024	WATER		ADMINISTRATION	TOTAL
	BUDGET	MANAGEMENT	LANDSCAPING		
Administrative					
001.531002.0000 Arbitrage Reporting	540			540	
001.531012.0000 Dissemination Agent					
001.531013.0000 Engineering	20,000			20,000	
001.531023.0000 Legal Services	25,000			25,000	
001.531027.0000 District Management Services	59,342			59,342	
001.531035.0000 Assessment Roll Processing	420			420	
001.531038.0000 Assessment Administration	8,783			8,783	
001.531042.0000 Tax Collector Fees				0	
001.531045.0000 Trustee Fees	4,148			4,148	
001.531049.0000 Regulatory & Compliance Fees				0	
001.532001.0000 Trust Accounting Services	3,007			3,007	
001.532002.0000 Auditing	4,900			4,900	
001.541006.0000 Postage And Freight	100			100	
001.545002.0000 Insurance -General Liability	10,964			10,964	
001.545007.0000 Insurance -Worker's Compensation	850			850	
001.548002.0000 Legal Advertising	1,650			1,650	
001.549001.0000 Miscellaneous Services	665			665	
001.549009.0000 Bank Charge				0	
001.549070.0000 Assessments -Collection Fees	200			200	
001.549915.0000 Website Hosting & Maintenance	1,260			1,260	
001.554007.0000 Annual District Fee	175			175	
Total Administrative	142,004				
Conservation & Resource Mgmt					
001.534075.0000 Wetland Monitoring					
001.534076.0000 Contracts -Preserves	56,100	56,100			
001.546123.0000 R&M -Preserves	3,240	3,240			
Total Conservation & Resource Mgmt	59,340				
Operations & Maintenance					
001.531016.0000 Field Management	18,900	14,784	4,116		
001.534050.0000 Contracts -Berm Mowing	53,741		53,741		
001.546036.0000 R&M -Landscape	2,000		2,000		
001.546038.0000 R&M -Berm	2,000		2,000		
001.546070.0000 R&M -Renewal & Replacement	2,000		2,000		
001.546070.0000 R&M -Pest Control	10,000		10,000		
001.546074.0000 R&M -Grounds	5,000		5,000		
001.546150.0000 R&M -Outside Maintenance	2,000		2,000		
001.549069.0000 Misc -Hurricane	500		500		
001.549900.0000 Misc -Contingency			0		
Total Operations & Maintenance	96,141				
Irrigation Services					
001.543050.0000 Electricity -Irrigation	6,480		6,480		
001.546052.0000 R&M -Irrigation	2,160		2,160		
Total Irrigation Services	8,640				
Lakes & Ponds					
001.534032.0000 Contracts -Fountains	1,700	1,700			
001.534084.0000 Contracts -Lakes	39,060	39,060			
001.534129.0000 Contracts -Aerators	3,500	3,500			
001.543020.0000 Electricity -Aerators	4,320	4,320			
001.543043.0000 Electricity -Fountains	6,480	6,480			
001.546003.0000 R&M -Aeration	5,400	5,400			
001.546032.0000 R&M -Fountains	7,067	7,067			
001.546042.0000 R&M -Lake	17,560	17,560			
001.546132.0000 R&M -Lake Erosion Repair	174,627	174,627			
001.546019.0000 - Drainage	5,528	5,528			
Total Lakes & Ponds	265,242				
Capital Expenditures & Projects					
001.564043.0000 Capital Outlay -Lakes	0	0			
Total Capital Expenditures & Projects	0				
TOTAL EXPENSES	571,367	339,366	89,997	142,004	\$571,367

Exhibit 11

**This instrument prepared by
and return to:**
Nathan P. Gruman, Esq.
Foley & Lardner, LLP
100 North Tampa Street, Suite 2700
Tampa, Florida 33602

ACCESS EASEMENT

This Access Easement (this "Easement") is made this ____ day of _____, 2025, between **RENAISSANCE COMMUNITY DEVELOPMENT DISTRICT**, whose address is c/o Cal Teague, District Manager, 10300 N.W. 11th Manor, Coral Springs, FL 33071 (the "Grantor"), and **CONCERT RENAISSANCE LLC**, a Delaware limited liability company, whose address is 300 International Parkway, Suite 150, Lake Mary, Florida 32746 (the "Grantee").

RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Lee County, Florida, as more particularly described in Exhibit "A," attached hereto and made a part hereof (hereinafter, "Grantor's Property"); and

WHEREAS, Grantor agrees to grant an access easement over a portion of Grantor's Property, as more particularly described on Exhibit "B" (hereinafter, "Easement Property") for the benefit of Grantee and as an appurtenant easement for that certain real property located in Lee County, Florida, as more particularly described in Exhibit "C" attached hereto and made a part hereof (hereinafter, "Grantee's Property"); and

WHEREAS, Grantee is the owner of The Club at Renaissance (the "Club"), which is an eighteen (18) hole golf course located on Grantee's Property.

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

GRANT OF EASEMENT

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

2. **Grant of Easement.** Grantor hereby conveys and grants to Grantee, its successors and assigns and the members of the Club, guests, invitees, employees, agents, contractors, and designees, a right and perpetual nonexclusive easement of access and use over the Easement Property, for the purpose of pedestrian and golf cart access and for the installation, use and maintenance of the cart path located thereon.

3. **Use of Easement Property.** Grantor reserves the right to use all of Grantor's Property, including the Easement Property, in any manner not inconsistent with this Easement.

4. **General.** This Easement shall be binding upon both Grantor and Grantee, as well as all of their successors and assigns, and shall constitute covenants running with the land described herein, and shall inure to the benefit and be binding upon the heirs, successors, assigns, tenants, agents, employees, guests and invitees of Grantor and Grantee, and their successors and assigns.

5. **No Rights in Public Generally.** The easement created and established in this Easement does not, is not intended to and shall not be construed to create any easement, rights or privileges in and for the benefit of the general public, except where specifically and expressly stated hereinabove.

6. **Further Assurances.** The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional or further agreements, or other instruments, as may be required to evidence the agreement of the parties herein contained and the transactions contemplated hereunder. Additionally, Grantor hereby acknowledges that the Club has been in operation at the Grantee's Property as a golf club for many years. As such, to the extent Grantee or Grantor becomes aware in the future that any Club improvements in place as of the date hereof are encroaching on or over any property owned by the Grantor (including, without limitation, the Grantor's Property), Grantor agrees to, upon request from Grantee and at no out-of-pocket cost to Grantor, grant to Grantee any easements to address same, including, without limitation, any irrigation, cart path, flight, access or other related golf course easements pursuant to a commercially reasonable easement agreement, at nominal consideration to Buyer and/or the Club.

7. **Construction and Venue.** The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida.

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

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

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

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

(Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 2025.

GRANTOR:

**RENAISSANCE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2025, by _____, as _____ of **RENAISSANCE COMMUNITY DEVELOPMENT DISTRICT**. He/she is personally known to me or has produced a _____ as identification.

(Seal)

Printed Name: _____
NOTARY PUBLIC
State of _____ at Large
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 2025.

GRANTEE

CONCERT RENAISSANCE LLC, a
Delaware limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: Sundria Ridgley
Title: Authorized Person

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Sundria Ridgley, as Authorized Person of **CONCERT RENAISSANCE LLC**, a Delaware limited liability company. She is personally known to me or has produced a _____ as identification.

(Seal)

Printed Name: _____
NOTARY PUBLIC
State of _____ at Large
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Tracts C-2, N-1, N-3, Q-4 (North) and Q-4 (South) of Renaissance, according to the map or plat thereof as recorded in Plat Book 72, Pages 18-30, Public Records of Lee County, Florida.

EXHIBIT “B”

LEGAL DESCRIPTIONS AND SKETCHES OF EASEMENT PROPERTY

[See attached]

EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

TRACTS GC-1 THROUGH GC-6 OF RENAISSANCE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 18, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION LYING WITHIN RENAISSANCE PHASE 2A, AS RECORDED IN PLAT BOOK 81, PAGE 85, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

TRACT H OF RENAISSANCE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 18, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

TRACT I OF RENAISSANCE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 18, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Description

Golf Cart Path EasementDescription:

A parcel of land lying in Tract "C-2", of Renaissance, a subdivision located in Section 15 & 22, Township 45 South, Range 25 East. Lee County, Florida, as recorded in Plat Book 72, Pages 18 through 30, being more particularly described as follows:

Commencing at the most Northwesterly corner of Tract "GC-4" of said Renaissance, run S 89°42'23" E, along a line common to Tract "C-2" and Tract "GC-4" for a distance of 3.51 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING run the following 8 courses:

N 37°19'12" E, for a distance of 32.93 feet to a point of curvature; thence run 95.67 feet along the arc of a curve to the left, concave to the northwesterly, having a radius of 186.17 feet and a delta angle of 29°26'35", the chord of which bears N 22°35'55" E for a chord length of 94.62 feet, to a point of reverse curvature; thence run 62.21 feet along the arc of said curve to the right, concave to the easterly, having a radius of 182.78 feet and a delta angle of 19°29'59", the chord of which bears N 17°37'37" E for a chord length of 61.91 feet, to a point of reverse curvature; thence run 38.65 feet along the arc of a curve to the left, concave to the westerly, having a radius of 40.26 feet and a delta angle of 54°59'57", the chord of which bears N 02°29'15" W for a chord length of 37.18 feet, to a point of non-tangency; thence run N 29°59'13" W for a distance of 44.25 feet; thence run N 15°42'18" W for a distance of 44.35 feet to a point of curvature; thence run 104.07 feet along the arc of a curve to the right, concave to the easterly, having a radius of 237.78 feet and a delta angle of 25°04'35", the chord of which bears N 03°10'00" W for a chord length of 103.24 feet, to a point of reverse curvature; thence run 28.63 feet along the arc of said curve to the left, concave to the westerly, having a radius of 52.58 feet and a delta angle of 31°11'33", the chord of which bears N 06°13'29" W for a chord length of 28.28 feet, to a intersection with the a line common line to Tract "C-2" and Tract "GC-5"; thence run N 88°56'45" E, along said common line for a distance of 18.91 feet to an intersection with a non-tangent curve;

thence run the following 8 courses:

run 31.71 feet along the arc of a curve to the right, concave to the westerly, having a radius of 70.58 feet and a delta angle of 25°44'31", the chord of which bears S 03°29'58" E for a chord length of 31.45 feet, to a point of non-tangential reverse curve; thence run 96.19 feet along the arc of said curve to the left, concave to the easterly, having a radius of 219.78 feet and a delta angle of 25°04'35", the chord of which bears S 03°10'00" E for a chord length of 95.42 feet, to a point of tangency; thence run S 15°42'18" E for a distance of 42.10 feet; thence run S 29°59'13" E for a distance of 41.99 feet to a point of curvature; thence run 56.34 feet along the arc of said curve to the right, concave to the westerly, having a radius of 58.26 feet and a delta angle of 55°24'27", the chord of which bears S 02°17'00" E for a chord length of 54.17 feet, to a point of reverse curvature; thence run 56.41 feet along the arc of said curve to the left, concave to the easterly, having a radius of 164.78 feet and a delta angle of 19°36'49", the chord of which bears S 17°41'02" W for a chord length of 56.13 feet, to a point of non-tangential reverse curvature; thence run 104.92 feet along the arc of said curve to the right, concave to the northwesterly, having a radius of 204.17 feet and a delta angle of 29°26'35", the chord of which bears S 22°35'55" W for a chord length of 103.77 feet, to a point of tangency; thence run S 37°19'12" W for a distance of 19.35 feet to an intersection with a line common to said Tract "C-2" AND Tract "GC-4"; thence run along said common line N 89°42'23" W for a distance of 22.55 feet to the POINT OF BEGINNING.

Bearings are based on the east right of way line of Palamino Lane, as monumented in the field, being N01°02'35"W. Said parcel contains 8,096 sq. ft. (more or less).


THIS IS NOT A SURVEY	Description to Accompany Sketch Golf Cart Path Easement - Tract C-2 <i>A tract of land lying in "Renaissance", being in Section 15 and 22, Township 45 South, Range 25 East, Lee County, Florida</i>	<i>Not Valid without Sheet 1 of 2</i>
<i>Sheet 2 of 2</i>	 ARDURRA COLLABORATE. INNOVATE. CREATE. 324 Nicholas Parkway W, Unit A Cape Coral, Florida 33991 Phone: (239) 673-9541 www.Ardurra.com License #LB-2610	I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on August 14, 2023 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. <i>See Sheet 1 of 2 for Signature and Seal</i> JOHN M. HARRIS (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 7424 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Exhibit 1

Sketch

Cart Path Easement
2,950 Sq Ft

Tract "GC-6"
Renaissance, P.B. 72, Pg. 18-30
(Golf Course / S.D.E.)

Tract "N-1"
R=117.73'
D.=29°37'35" A.L.=60.88'
CH.=S55°10'37"W 60.20'

Tract "C-5"
R=64.70'
D.=30°56'27" A.L.=34.94'
CH.=S20°38'30"W 34.52'

Lot 27 Block C
S 07°08'10" E 26.12'
S 71°35'32" E 30.78'
N 90°00'00" E 35.69'
N 60°17'39" E 12.92'

Lot 28 Block C
S 31°38'53" W 148.42'
S 09°12'52" W 75.64'

Lot 29 Block C
N 44°18'15" E 41.07'

Lot 30 Block C
R257.38' D3°45'30" A16.88'
BN 83°33'53" E C16.88'

P.O.C.
Northerly most
Corner of Tract
"N-1"

P.O.B.
N46°22'11"E 50.90'
N54°00'57"E 4.11'
N40°38'56"E 50.96'
S 54°00'57" W 84.10'
S40°38'56"W 73.14'

Cart Path

LEGEND:
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING

SCALE
1" = 60'

Sheet 1 of 2

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 7424
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR
DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SECTIONS 15 & 22, TOWNSHIP 45 S, RANGE 25 E

Description

Cart Path Easement - Tract N-1 Description:

A parcel of land lying within Tract "N-1", of Renaissance, a subdivision located in Sections 15 & 22, Township 45 South, Range 25 East, Lee County, Florida, as recorded in Plat Book 72, Pages 18 through 30, being more particularly described as follows:

Commencing at the Northerly most corner of Tract "N-1", run S46°22'11"W, along a line common to Tract "N-1" and Tract "GC-6" for a distance of 36.97 feet to the POINT OF BEGINNING.
Thence run 34.94 feet along the arc of a curve to the right, concave to the westerly, having a radius of 64.70 feet and a delta angle of 30°56'27", the chord of which bears S 20°38'30" W for a chord length of 34.52 feet, to a point of non-tangency;
thence run S 40°38'56" W for a distance of 73.14 feet to a point of curvature;
thence run 70.61 feet along the arc of said curve to the right, concave to the northwesterly, having a radius of 135.56 feet and a delta angle of 29°50'41", the chord of which bears S 55°18'20" W for a chord length of 69.82 feet, to a point of a non-tangent curve;
thence run 26.64 feet along the arc of a curve to the left, concave to the southeasterly, having a radius of 69.36 feet and a delta angle of 22°00'12", the chord of which bears S 62°39'17" W for a chord length of 26.47 feet, to a point of non-tangency, said point being in the westerly line of said Tract "N-1";
thence run with said westerly line of Tract "N-1" N 31°38'53" E for a distance of 34.19 feet to a point of curvature;
thence leaving the line of said Tract "N-1", run 60.88 feet along the arc of said curve to the left, concave to the northwesterly, having a radius of 117.73 feet and a delta angle of 29°37'35", the chord of which bears of N 55°10'37" E for a chord length of 60.20 feet to a point of non-tangency;
thence run N 40°38'56" E for a distance of 50.96 feet;
thence run N 54°00'57" E for a distance of 4.11 feet;
thence run N 46°22'11" E for a distance of 50.90 feet to the POINT OF BEGINNING.

Bearings are based on east right of way line of Palomino Lane, as being N01°02'35"W.

Said parcel contains 2,950 square feet (more or less).


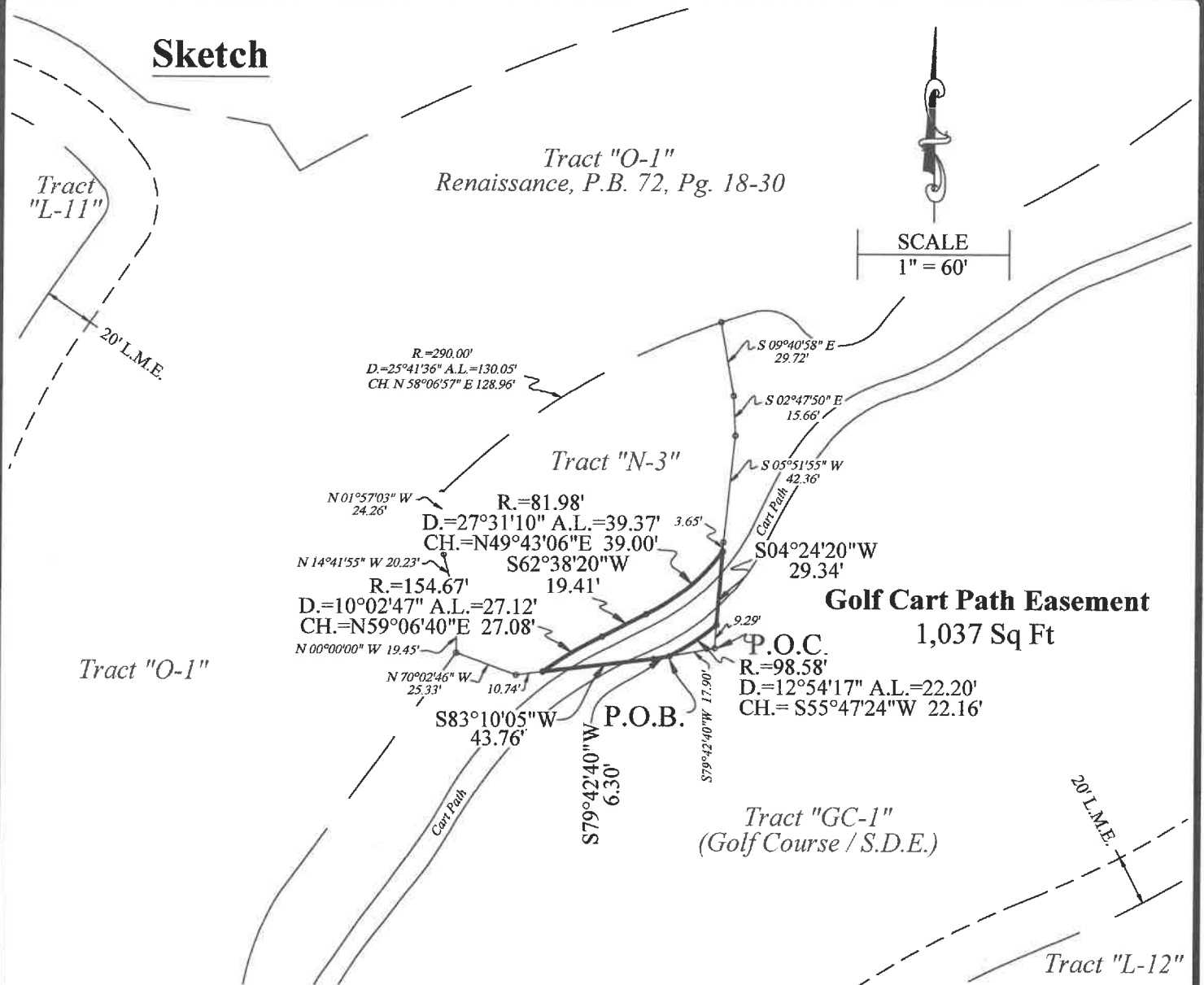
THIS IS NOT A SURVEY	Sketch to Accompany Description Cart Path Easement - Tract N-1 <i>A tract of land lying in 'Renaissance', lying in Section 15 & 22, Township 45 South, Range 25 East, Lee County, Florida</i>	<i>Not Valid without Sheet 1 of 2</i>
<i>Sheet 2 of 2</i> JOB # 2023-0159 PREPARED FOR: Renaissance SECTION 15 and 22, TOWNSHIP 45 S, RANGE 25 E	 ARDURRA COLLABORATE. INNOVATE. CREATE. 324 Nicholas Parkway W, Unit A Cape Coral, Florida 33991 Phone: (239) 673-9541 www.Ardurra.com License #LB-2610	I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on August 14, 2023 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. <i>See Sheet 1 of 2 for Signature and Seal</i> JOHN M. HARRIS (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.7424 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Exhibit 1

Sketch



SURVEY NOTES:

1. BEARINGS ARE BASED ON EAST RIGHT OF WAY LINE OF PALAMINO LANE, AS MONUMENTED IN THE FIELD, BEING N01°02'35"W.
2. MEASUREMENTS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. **THIS IS NOT A SURVEY**
4. ADDITIONS TO OR DELETIONS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED BY LAW WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR AND MAPPER. COPYRIGHT 2023, ARDURRA GROUP, INC., ALL RIGHTS RESERVED.
5. DO NOT COPY WITHOUT THE WRITTEN CONSENT OF ARDURRA GROUP, INC.
6. NOT VALID WITHOUT SHEET 2 OF 2.

LEGEND:

- P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.B. = PLAT BOOK
O.R. = OFFICIAL RECORDS BOOK
PG. = PAGE
INST. = INSTRUMENT
R/W = RIGHT-OF-WAY
R. = RADIUS
D. = DELTA ANGLE
A.L. = ARC LENGTH
CH. = CHORD

Sheet 1 of 2

Sketch to Accompany Description

Golf Cart Easement - Tract N-3

A tract of land lying in "Renaissance",
lying in Section 15 & 22, Township 45
South, Range 25 East, Lee County,
Florida

THIS IS NOT A SURVEY



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324 Nicholas Parkway W, Unit A
Cape Coral, Florida 33991
Phone: (239) 673-9541
www.Ardurra.com
License #LB-2610

I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on August 14, 2023 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

JOHN M. HARRIS (FOR THE FIRM)

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.7424
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR
DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

JOB # 2023-0159 PREPARED FOR: Renaissance

SECTIONS 15 & 22, TOWNSHIP 45 S, RANGE 25 E

Exhibit 1

Description

Golf Cart Easement Description:

A tract or parcel of land lying in Tract "N-3", of Renaissance, a subdivision located in Section 15 & 22, Township 45 South, Range 25 East, Lee County, Florida, as recorded in Plat Book 72, Pages 18 through 30, being more particularly described as follows:

Commencing at the Southeasterly corner of said Tract "N-3", run S79°42'40"W along the common line of Tract "N-3" and Tract "GC-1" for a distance of 17.90 feet to the POINT OF BEGINNING.

Thence run with the line of said Tract N-3, S 79°42'40" W for a distance of 6.30 feet;

thence run S 83°10'05" W for a distance of 43.76 feet;

thence leaving the said south line of Tract N-3, run 27.12 feet along the arc of a curve to the right, concave to the southeasterly, having a radius of 154.67 feet and a delta angle of 10°02'47", the chord of which bears N 59°06'40" E for a chord length of 27.08 feet, to a point of non-tangency;

thence run N 62°38'20" E for a distance of 19.41 feet;

thence run 39.37 feet along the arc of a nontangent curve to the left, concave to the northwesterly, having a radius of 81.98 feet and a delta angle of 27°31'10", the chord of which bears N 49°43'06" E for a chord length of 39.00 feet, to a point of non-tangency, said point being in the easterly line of said Tract N-3;

thence run with said Tract N-3, S 04°24'20" W for a distance of 29.34 feet;

thence leaving the line of said Tract N-3, run 22.20 feet along the arc of a curve to the right, concave to the northwesterly, having a radius of 98.58 feet and a delta angle of 12°54'17", the chord of which bears S 55°47'24" W for a chord length of 22.16 feet, to the POINT OF BEGINNING.

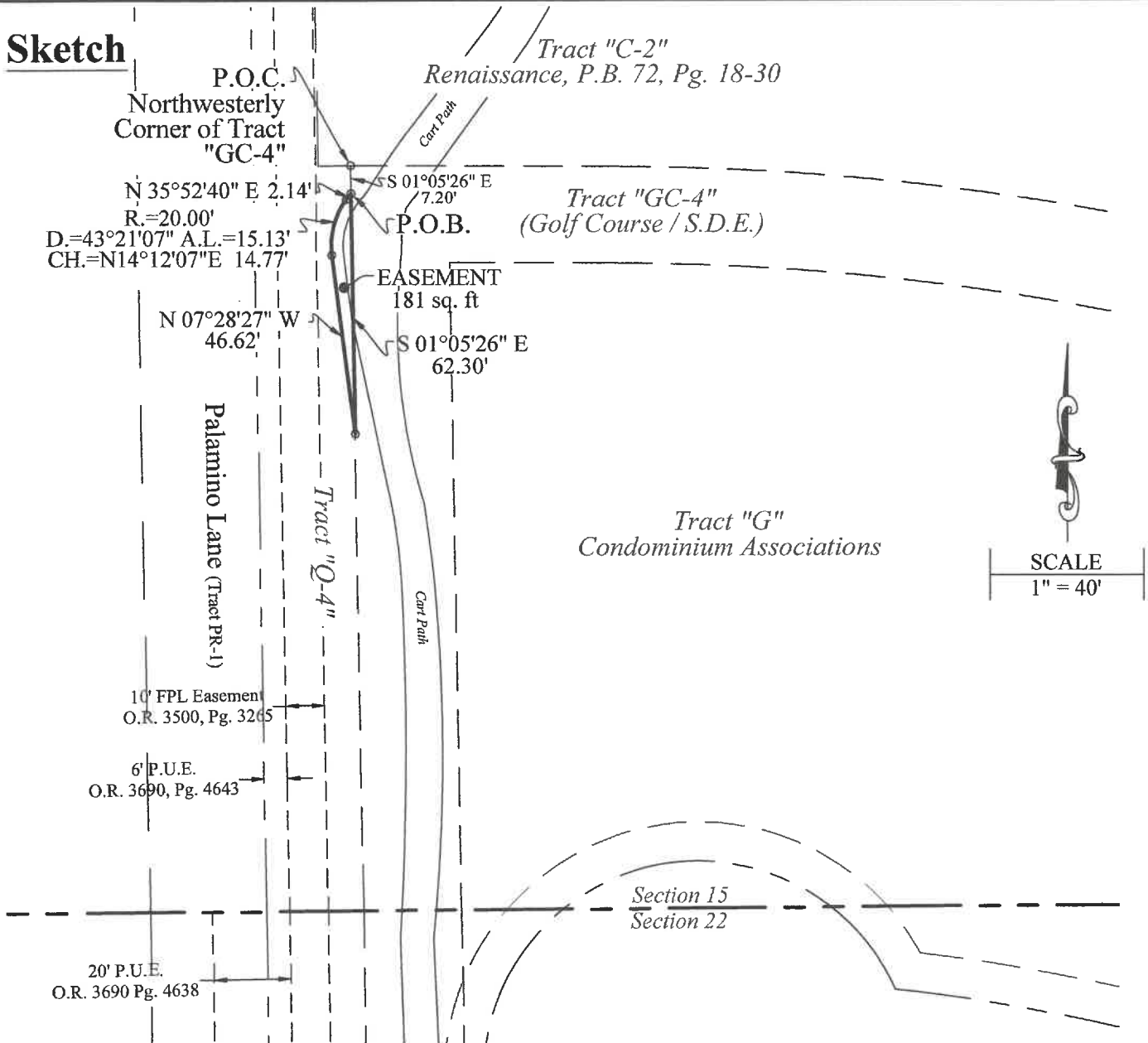
Bearings are based on the east right of way line of Palamino Lane, as monumented in the field, being N01°02'35"W.

Said parcel contains 1,037 square feet (more or less).

THIS IS NOT A SURVEY	Description to Accompany Sketch Golf Cart Easement - Tract N-3 <i>A tract of land lying in "Renaissance", lying in Section 15 and 22, Township 45 South, Range 25 East, Lee County, Florida</i>	<i>Not Valid without Sheet 1 of 2</i>
<i>Sheet 2 of 2</i>	 ARDURRA COLLABORATE. INNOVATE. CREATE. 324 Nicholas Parkway W, Unit A Cape Coral, Florida 33991 Phone: (239) 673-9541 www.Ardurra.com License #LB-2610	I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on August 14, 2023 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. <i>See Sheet 1 of 2 for Signature and Seal</i> <small>JEFFREY D. STOUTEN (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.6584 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER</small>
JOB # 2023-0159 PREPARED FOR: Renaissance SECTION 15 and 22, TOWNSHIP 45 S, RANGE 25 E		

Exhibit 1

Sketch



SURVEY NOTES:

1. BEARINGS ARE BASED ON THE EAST RIGHT OF WAY LINE OF PALAMINO LANE, AS MONUMENTED IN THE FIELD, BEING N01°02'35"W.
2. MEASUREMENTS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. **THIS IS NOT A SURVEY**
4. ADDITIONS TO OR DELETIONS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED BY LAW WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR AND MAPPER. COPYRIGHT 2023, ARDURRA GROUP, INC., ALL RIGHTS RESERVED.
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6. NOT VALID WITHOUT SHEET 2 OF 2.

LEGEND:

P.O.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING
P.B.	= PLAT BOOK
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INST.	= INSTRUMENT
R/W	= RIGHT-OF-WAY
R.	=RADIUS
D.	=DELTA ANGLE
A.L.	=ARC LENGTH
CH.	=CHORD

Sheet 1 of 2

Sketch to Accompany Description Golf Cart Path Easement - Tract Q-4 (North)

A tract of land lying in "Renaissance",
being in Section 15 & 22, Township 45
South, Range 25 East, Lee County,
Florida

THIS IS NOT A SURVEY



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I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on August 14, 2023 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.

JOHN M. HARRIS (FOR THE FIRM)

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.7424
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR
DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SHEET 1 OF 2

JOB # 2023-0159 PREPARED FOR: Renaissance

SECTIONS 15 & 22, TOWNSHIP 45 S, RANGE 25 E

Exhibit 1

Description

Golf Cart Path Easement Description:

A parcel of land lying in Tract "Q-4", of Renaissance, a subdivision located in Sections 15 & 22, Township 45 South, Range 25 East, Lee County, Florida, as recorded in Plat Book 72, Pages 18 through 30, being more particularly described as follows:

Commencing at a point on the southerly line of Tract "C-2" of said Renaissance, said point being the Northwestern corner of Tract "GC-4", thence, with the common line of Tract "GC-5" and Tract "Q-4", run S01°05'26"E for a distance of 7.20 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING continue S01°05'26"E, along said Easterly line for a distance of 62.30 feet; thence leaving said Easterly line run N07°28'27"W for a distance of 46.62 feet to a point of curvature; thence run 15.13 feet along the arc of said curve to the right, concave to the northeast, having a radius of 20.00 feet and a delta angle of 43°31'07", the chord of which chord bears N14°12'07"E for a chord length of 14.77 feet, to a point of tangency; thence run N35°52'40"E. for a distance of 2.14 feet to the POINT OF BEGINNING.

Bearings are based on the east right of way line of Palamino Lane, as monumented in the field, being N01°02'35"W.

Said parcel contains 181 square feet (more or less).


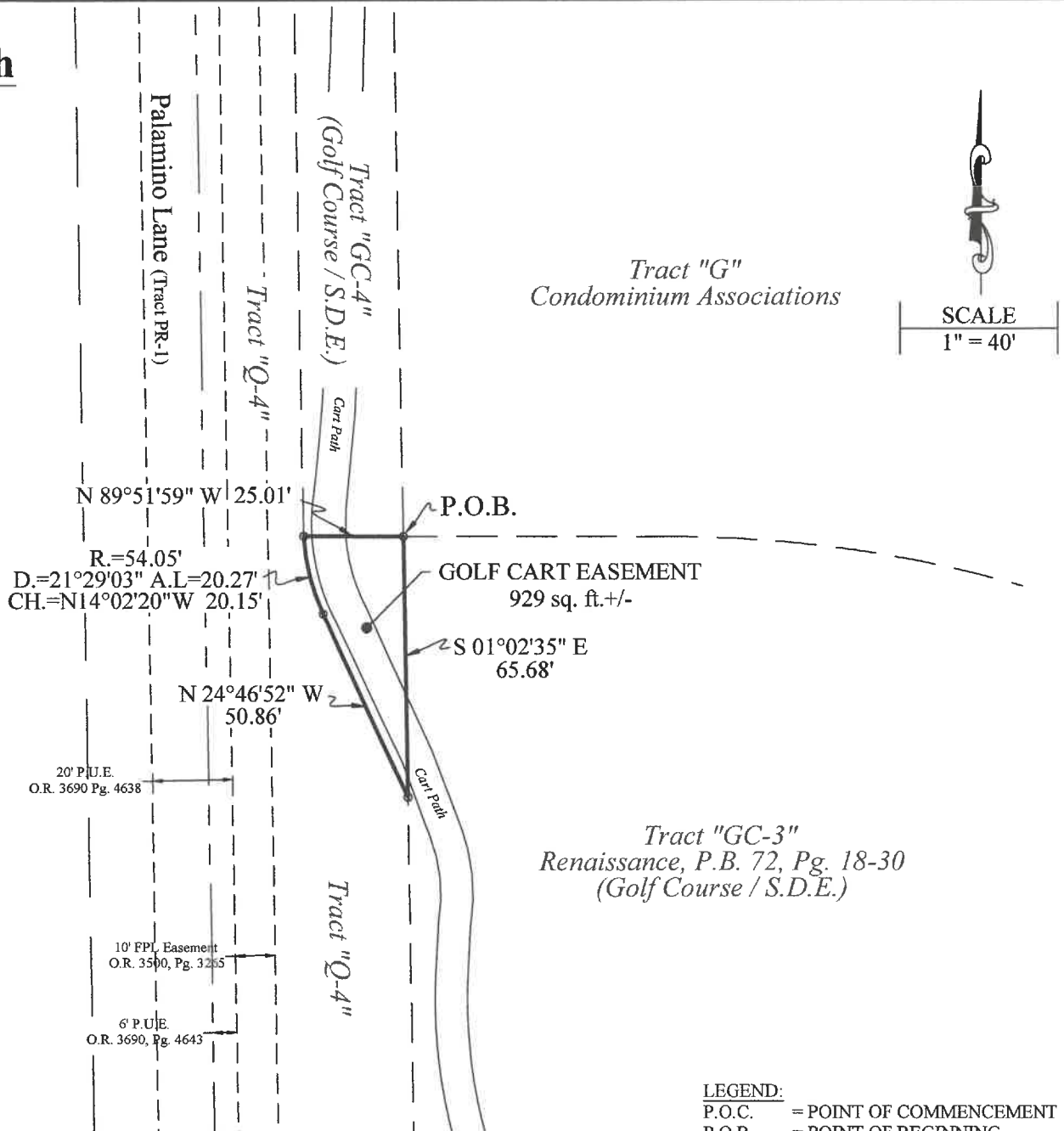
THIS IS NOT A SURVEY	Description to Accompany Sketch Golf Cart Path Easement - Tract Q-4 (North) <i>A tract of land lying in "Renaissance" being in Section 15 and 22, Township 45 South, Range 25 East, Lee County, Florida</i>	<i>Not Valid without Sheet 1 of 2</i>
<i>Sheet 2 of 2</i> JOB # 2023-0159 PREPARED FOR: RENAISSANCE SECTION 15 and 22, TOWNSHIP 45 S, RANGE 25 E	 324 Nicholas Parkway W, Unit A Cape Coral, Florida 33991 Phone: (239) 673-9541 www.Ardurra.com License #LB-2610	I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on August 14, 2023 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. <i>See Sheet 1 of 2 for Signature and Seal</i> JOHN M. HARRIS (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 7424 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER

Exhibit 1

Sketch



SURVEY NOTES:

1. BEARINGS ARE BASED ON EAST RIGHT OF WAY LINE OF PALAMINO LANE, AS MONUMENTED IN THE FIELD, BEING N01°02'35"W.
2. MEASUREMENTS SHOWN ARE IN FEET AND DECIMALS THEREOF.
3. **THIS IS NOT A SURVEY**
4. ADDITIONS TO OR DELETIONS OTHER THAN THE SIGNING SURVEYOR AND MAPPER ARE PROHIBITED BY LAW WITHOUT THE EXPRESS WRITTEN CONSENT OF THE SIGNING SURVEYOR AND MAPPER. COPYRIGHT 2023, ARDURRA GROUP, INC., ALL RIGHTS RESERVED.
5. DO NOT COPY WITHOUT THE WRITTEN CONSENT OF ARDURRA GROUP, INC.
6. NOT VALID WITHOUT SHEET 2 OF 2.

LEGEND:

P.O.C.	= POINT OF COMMENCEMENT
P.O.B.	= POINT OF BEGINNING
P.B.	= PLAT BOOK
O.R.	= OFFICIAL RECORDS BOOK
PG.	= PAGE
INST.	= INSTRUMENT
R/W	= RIGHT-OF-WAY
R.	= RADIUS
D.	= DELTA ANGLE
A.L.	= ARC LENGTH
CH.	= CHORD

Sheet 1 of 2

Sketch to Accompany Description
Golf Cart Easement - Tract Q-4 (South)
*A tract of land lying in "Renaissance",
being in Section 15 & 22, Township 45
South, Range 25 East, Lee County,
Florida*

THIS IS NOT A SURVEY



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JOHN M. HARRIS (FOR THE FIRM)

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 7424
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SHEET 1 OF 2

JOB # 2023-0159 PREPARED FOR: Renaissance

SECTIONS 15 & 22, TOWNSHIP 45 S, RANGE 25 E

Exhibit 1

Description

Golf Cart Easement Description:

A parcel of land lying in Tract "Q-4", of Renaissance, a subdivision located in Sections 15 & 22, Township 45 South, Range 25 East, Lee County, Florida, as recorded in Plat Book 72, Pages 18 through 30, being more particularly described as follows:

BEGINNING at the most Southwesterly corner of Tract "G", also being the common corner to Tract "GC-3" and Tract "Q-4", all lying in the plat of Renaissance, as recorded in Plat Book 72, Pages 18 through 30 of the public records of Lee County, Florida, thence run S01°02'35"E for a distance of 65.68 feet along the Easterly line of Tract "Q-4"; thence leaving said Easterly line, run N24°46'52"W, for a distance of 50.86 feet to a point of curvature; thence run 20.27 feet along the arc of said curve to the right, concave to the Northeast, having a radius of 54.05 feet and a delta angle of 21°29'03", the chord of which bears N14°02'20"W for a chord length of 20.15 feet, to the Southwesterly most corner of Tract "GC-4"; thence run S89°51'59"E, along the common line of Tract "GC-4" and Tract "Q-4" for a distance of 25.01 feet to the POINT OF BEGINNING.

Bearings are based on the east right of way line of Palamino Lane, as monumented in the field, being N01°02'35"W.

Said parcel contains 929 square feet (more or less).


THIS IS NOT A SURVEY	Description to Accompany Sketch Golf Cart Easement - Tract Q-4 (South) <i>A tract of land lying in "Renaissance", being in Section 15 and 22, Township 45 South, Range 25 East, Lee County, Florida</i>	<i>Not Valid without Sheet 1 of 2</i>
<i>Sheet 2 of 2</i>	 ARDURRA COLLABORATE. INNOVATE. CREATE. 324 Nicholas Parkway W, Unit A Cape Coral, Florida 33991 Phone: (239) 673-9541 www.Ardurra.com License #LB-2610	I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on August 14, 2023 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 5J-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes. <i>See Sheet 1 of 2 for Signature and Seal</i> <small>JOHN M. HARRIS (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO.7424 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER</small>

Exhibit 1

EXHIBIT "C"

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

TRACTS GC-1 THROUGH GC-6 OF RENAISSANCE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 18, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION LYING WITHIN RENAISSANCE PHASE 2A, AS RECORDED IN PLAT BOOK 81, PAGE 85, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

TRACT H OF RENAISSANCE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 18, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

TRACT I OF RENAISSANCE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 18, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

**This instrument prepared by
and return to:**
Nathan P. Gruman, Esq.
Foley & Lardner, LLP
100 North Tampa Street, Suite 2700
Tampa, Florida 33602

WATER EASEMENT

This Water Easement (this “Easement”) is made this ____ day of _____, 2025, between **RENAISSANCE COMMUNITY DEVELOPMENT DISTRICT**, whose address is c/o Cal Teague, District Manager, 10300 N.W. 11th Manor, Coral Springs, FL 33071 (the “Grantor”), and **CONCERT RENAISSANCE LLC**, a Delaware limited liability company, whose address is 300 International Parkway, Suite 150, Lake Mary, Florida 32746 (the “Grantee”).

RECITALS:

WHEREAS, Grantor is the owner of certain real property located in Lee County, Florida, including twenty-one (21) lakes as more particularly described in Exhibit “A,” attached hereto and made a part hereof (hereinafter, “Grantor’s Property”); and

WHEREAS, Grantor agrees to grant an easement over Grantor’s Property for the benefit of Grantee and as an appurtenant easement for that certain real property located in Lee County, Florida, as more particularly described in Exhibit “B” attached hereto and made a part hereof (hereinafter, “Grantee’s Property”); and

WHEREAS, Grantee is the owner of The Club at Renaissance (the “Club”), which is an eighteen (18) hole golf course located on Grantee’s Property.

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

GRANT OF EASEMENT

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

2. **Grant of Easement.** Grantor hereby conveys and grants to Grantee, its successors, assigns, and designees, the perpetual non-exclusive right and easement to enter upon the bodies of water and surrounding adjacent areas located on Grantor’s Property to supply water irrigation to the Club, including the right to install, operate, maintain, and replace pumps, equipment, water lines, outfall structures and other structures for and with the right to extract, pump, withdraw and/

or transport water from, upon, over, in, under and across the Grantor's Property, each in connection with the Club's irrigation of the Grantee's Property.

3. **Use of Easement Property.** Grantor reserves the right to use all of Grantor's Property, including the Easement Property, in any manner not inconsistent with this Easement.

4. **General.** This Easement shall be binding upon both Grantor and Grantee, as well as all of their successors and assigns, and shall constitute covenants running with the land described herein, and shall inure to the benefit and be binding upon the heirs, successors, assigns, tenants, agents, employees, guests and invitees of Grantor and Grantee, and their successors and assigns.

5. **No Rights in Public Generally.** The easement created and established in this Easement does not, is not intended to and shall not be construed to create any easement, rights or privileges in and for the benefit of the general public, except where specifically and expressly stated hereinabove.

6. **Further Assurances.** The parties hereto shall execute and deliver, or cause to be executed and delivered, such additional or further agreements, or other instruments, as may be required to evidence the agreement of the parties herein contained and the transactions contemplated hereunder. Additionally, Grantor hereby acknowledges that the Club has been in operation at the Grantee's Property as a golf club for many years. As such, to the extent Grantee or Grantor becomes aware in the future that any Club improvements in place as of the date hereof are encroaching on or over any property owned by the Grantor (including, without limitation, the Grantor's Property), Grantor agrees to, upon request from Grantee and at no out-of-pocket cost to Grantor, grant to Grantee any easements to address same, including, without limitation, any irrigation, cart path, flight, access or other related golf course easements pursuant to a commercially reasonable easement agreement, at nominal consideration to Buyer and/or the Club.

7. **Construction and Venue.** The formation, interpretation and performance of this Easement shall be construed pursuant to and governed by the laws of the State of Florida.

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

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

10. **Entire Agreement; Amendment.** This Easement and all exhibits attached hereto together constitute the entire agreement between and among the parties with respect to the subject matter hereof, which agreement supersedes all prior agreements and understandings, oral or written, between and among the parties to this Easement with respect to the subject matter hereof. This Easement may not be modified or otherwise amended except by a written instrument

expressly referring to this Easement and executed by the party to this Easement against whom such amendment is sought to be enforced.

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

(Signature Pages Follow)

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 2025.

GRANTOR:

**RENAISSANCE COMMUNITY
DEVELOPMENT DISTRICT**

Print Name: _____
Address: _____

By: _____
Name: _____
Title: _____

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by _____, as _____ of **RENAISSANCE COMMUNITY DEVELOPMENT DISTRICT**. He/she is personally known to me or has produced a _____ as identification.

(Seal)

Printed Name: _____
NOTARY PUBLIC
State of _____ at Large
My Commission Expires: _____

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals this _____ day of _____, 2025.

GRANTEE

CONCERT RENAISSANCE LLC, a
Florida limited liability company

Print Name: _____
Address: _____

By: _____
Print Name: Sundria Ridgley
Title: Authorized Person

Print Name: _____
Address: _____

STATE OF FLORIDA
COUNTY OF _____

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this ____ day of _____, 2025, by Sundria Ridgley, as Authorized Person of **CONCERT RENAISSANCE LLC**, a Delaware limited liability company. She is personally known to me or has produced a _____ as identification.

(Seal)

Printed Name: _____
NOTARY PUBLIC
State of _____ at Large
My Commission Expires: _____

EXHIBIT "A"

LEGAL DESCRIPTION OF GRANTOR'S PROPERTY

Tracts L-1 through L-21 of Renaissance, according to the map or plat thereof as recorded in Plat Book 72, Pages 18-30, Public Records of Lee County, Florida.

EXHIBIT "B"

LEGAL DESCRIPTION OF GRANTEE'S PROPERTY

TRACTS GC-1 THROUGH GC-6 OF RENAISSANCE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 18, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LESS AND EXCEPT THAT PORTION LYING WITHIN RENAISSANCE PHASE 2A, AS RECORDED IN PLAT BOOK 81, PAGE 85, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

TRACT H OF RENAISSANCE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 18, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

AND

TRACT I OF RENAISSANCE ACCORDING TO THE MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 72, PAGE 18, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.