

ORIGINAL

This Instrument Prepared by:

Lee County
Department of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Part of STRAP No.: 22-45-24-00-00001.0220

PERPETUAL STORMWATER DRAINAGE EASEMENT

This Perpetual Stormwater Drainage Easement ("*Easement*"), is given this _____ day of _____, 2019, by **Bristol Salamanca, LLC**, a Delaware Limited Liability Company, whose mailing address is c/o Bristol Group, Inc. 400 Montgomery Street, Suite 400, San Francisco, CA 94104 ("*Grantor*"), to **Lee County**, a political subdivision of the State of Florida, whose mailing address is P.O. Box 398, Fort Myers, Florida 33902-0398 ("*County*") as follows:

1. In consideration of the sum of one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor grants to County, its successors and assigns, a drainage easement in, over and across that portion of Grantor's property legally described in Exhibit "A" ("*Easement Area*").
2. The County has the right and authority to construct and maintain stormwater drainage facilities, including the installation of pipe, within the Easement Area in accordance with appropriate permits issued for construction and maintenance.
3. The County also has the right and authority to remove or trim any roots, trees or other vegetation or structures, including fencing, within the Easement Area in order to properly install the stormwater drainage facilities.
4. The Grantor may use the easement area for landscaping (except trees), walkway, drainage or similar uses, provided no structures, such as sheds, carports, garages or other buildings, are constructed within the Easement Area.
5. The Grantor will be responsible for the routine maintenance of the Easement Area, including, but not limited to, mowing. The Grantor will be solely responsible for repairing and replacing the existing underground drainage pipe that runs parallel and adjacent to the Cypress Lake Drive right-of-way that connects the three inlets and any other improvements placed in or to the Easement Area by the Grantor as of the date of this Easement or made by Grantor at a later date. The County will be responsible for designing, permitting, constructing, repairing, and replacing all other facilities or other improvements existing as of the date of this Easement or made at a later date by the County within the Easement Area, other than those facilities and improvements referred to in the immediately preceding sentence.

6. Title to any drainage facilities constructed in the Easement Area will remain in the County, its successors or assigns.

7. The Grantor warrants that, subject to any existing public roadway or utility easements, Grantor is in lawful possession of the Easement Area, free and clear of all liens and encumbrances, except as described on Exhibit "B", and has the right and power to convey this Easement.

8. This Easement runs with the land and is binding on Grantor and Grantor's successors and assigns.

(End of provisions – Signature pages follow.)

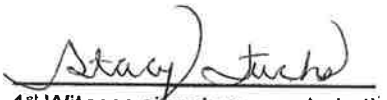
The foregoing Perpetual Stormwater Drainage Easement has been executed by the Grantor intending to be bound as of the date first written above.

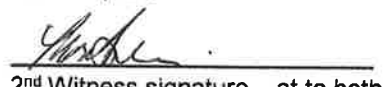
Bristol Salamanca, LLC

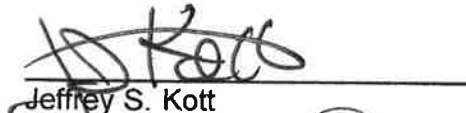
A Delaware Limited Liability Company

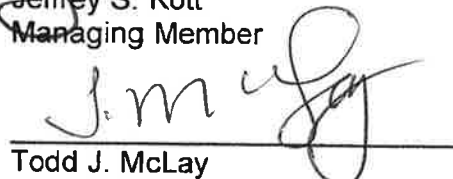
By: Bristol Value II, L.P.
A Delaware Limited Partnership
Its Sole Member

By: Bristol Investment Company III, LLC
A Delaware Limited Liability Company
Its General Partner


1st Witness signature – as to both
Stacy Fuchs
Type or print name


2nd Witness signature – at to both
Monica Fse
Type or print name


Jeffrey S. Kott
Managing Member


Todd J. McLay
Chief Financial Officer

STATE OF _____
COUNTY OF _____

See attached

The foregoing was acknowledged before me this _____ day of _____, 2019, by Jeffrey S. Kott, as Managing Member of Bristol Investment Company III, LLC, a Delaware Limited Liability Company, the General Partner of Bristol Value II, L.P. a Delaware Limited Partnership, the sole Member and Manager of Bristol Salamanca, LLC, a Delaware Limited Liability company, on behalf of the Company. He is personally known to me or he provided _____ as identification.

Notary Public
[Stamp/seal required]

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of San Francisco

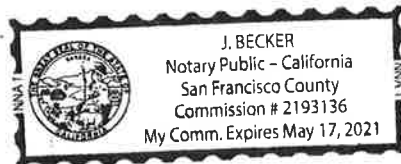
On April 19, 2019 before me, J. Becker, Notary Public
(insert name and title of the officer)

personally appeared Jeffrey Kott and Todd McLay
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature J. Becker (Seal)



STATE OF _____
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2019, by Todd J. McLay, the Chief Financial Officer of Bristol Investment Company III, LLC, a Delaware Limited Liability Company, the General Partner of Bristol Value II, L.P. a Delaware Limited Partnership, the sole Member and Manager of Bristol Salamanca, LLC, a Delaware Limited Liability company. He is personally known to me or he provided _____ as identification.

Notary Public
[Stamp/seal required]

Approved and accepted for and on behalf of Lee County, Florida, this ____ day
of _____, 2019.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
[Signature]

[Type or Print Name]
Deputy Clerk

BY: _____
[Signature]

[Type or print name]
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
Office of County Attorney

Attachments: Exhibit "A" – Legal Description of Easement Area
Exhibit "B" – Liens and Encumbrances Conveyed Subject To

(041619/1150)

SKETCH TO ACCOMPANY DESCRIPTION (PROPOSED) DRAINAGE EASEMENT

LYING IN A PORTION OF THE SOUTHWEST
QUARTER (SW $\frac{1}{4}$) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA,

(SALAMANCA APARTMENTS)

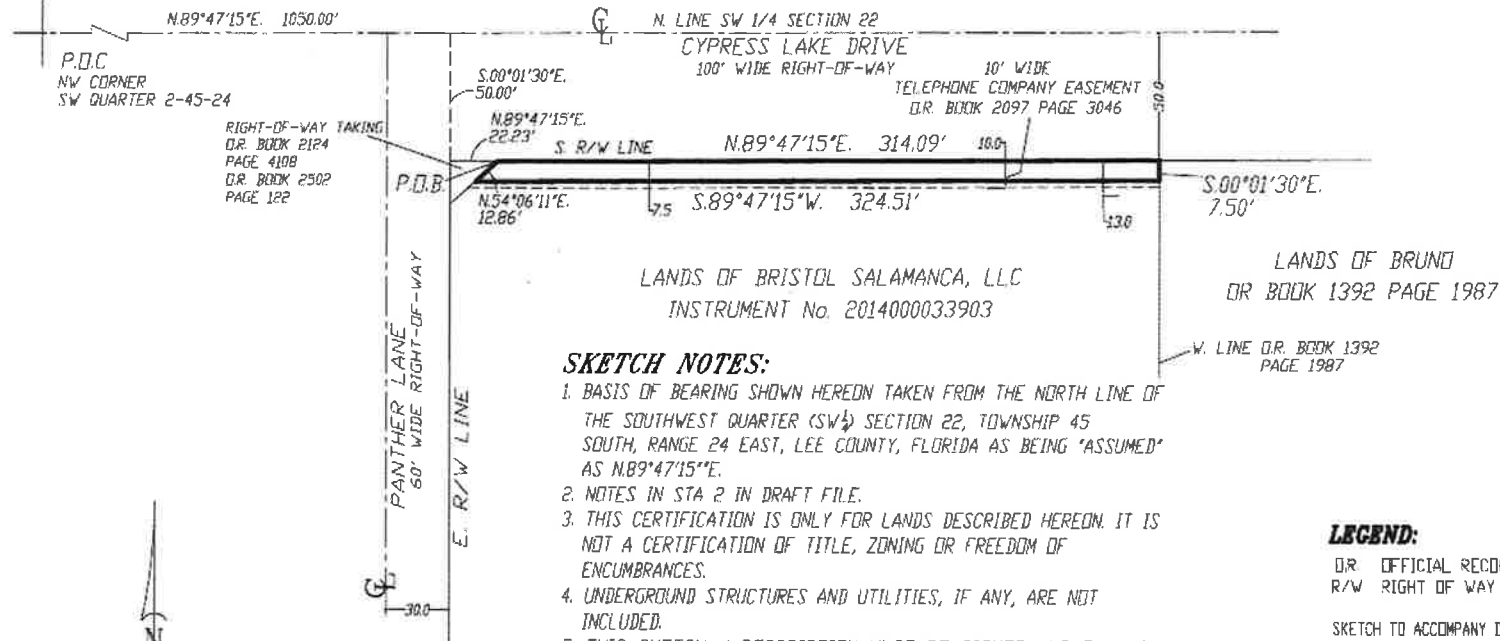
AS RECORDED IN INSTRUMENT No. 2006000065207 AND 2014000033903, PUBLIC RECORDS,
CLERK OF THE CIRCUIT COURT, LEE COUNTY, FLORIDA

SEE SHEET 1 OF 2 FOR SKETCH TO ACCOMPANY THIS DESCRIPTION (EXHIBIT 'B')

NOT A BOUNDARY SURVEY

LEGEND:

P.U.E. PUBLIC UTILITY EASEMENT
D.E. DRAINAGE EASEMENT
O.R. OFFICIAL RECORDS BOOK
(S) AS PER SURVEY
(P) AS PER PLAT
(C) CURVE NUMBER
L1 LINE NUMBER
R/W RIGHT-OF-WAY
CL CENTERLINE
P.O.C. POINT OF COMMENCEMENT
P.O.B. POINT OF BEGINNING



SKETCH NOTES:

1. BASIS OF BEARING SHOWN HEREDON TAKEN FROM THE NORTH LINE OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$) SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING 'ASSUMED' AS N.89°47'15\"E.
2. NOTES IN STA 2 IN DRAFT FILE.
3. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREDON. IT IS NOT A CERTIFICATION OF TITLE, ZONING OR FREEDOM OF ENCUMBRANCES.
4. UNDERGROUND STRUCTURES AND UTILITIES, IF ANY, ARE NOT INCLUDED.
5. THIS SKETCH / DESCRIPTION MUST BE SIGNED AND BEAR THE RAISED SEAL OF A LICENSED PROFESSIONAL SURVEYOR AND MAPPER.
6. ALL BEARINGS AND DISTANCES ARE PLAT AND MEASURED, UNLESS OTHERWISE SHOWN.
7. THIS SKETCH IS INTENDED TO BE VIEWED AS AN 8 1/2\" x 14\" 60\" SCALE DRAWING.

LEGEND:

O.R. OFFICIAL RECORDS BOOK
R/W RIGHT OF WAY

SKETCH TO ACCOMPANY DESCRIPTION
SEE EXHIBIT 'A' FOR DESCRIPTION
TO ACCOMPANY THIS SKETCH
'NOT A BOUNDARY SURVEY'

HARRIS-JORGENSEN, INC.
3046 DEL PRADO BLVD. S. 3A
CAPE CORAL, FLORIDA 33904
PHONE: (239) 257-2624
FAX: (239) 257-2921

FILE: PANTHER
EASEMENT

EXHIBIT A

Page 2 of 2

DESCRIPTION TO ACCOMPANY SKETCH
(PROPOSED) DRAINAGE EASEMENT

**LYING IN A PORTION OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$)
OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA,**

(SALAMANCA APARTMENTS)
AS RECORDED IN INSTRUMENT No. 2006000065207 AND 2014000033903, PUBLIC RECORDS,
CLERK OF THE CIRCUIT COURT, LEE COUNTY, FLORIDA

SEE SHEET 1 OF 2 FOR SKETCH TO ACCOMPANY THIS DESCRIPTION (EXHIBIT 'A')
NOT A BOUNDARY SURVEY

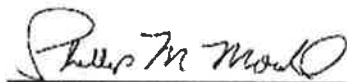
DESCRIPTION:

(PROPOSED) DRAINAGE EASEMENT

LYING IN A PLOT OR PARCEL OF LAND IN A PORTION OF THE SOUTHWEST
QUARTER (SW $\frac{1}{4}$) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE
COUNTY FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER (SW $\frac{1}{4}$)
OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY
FLORIDA; THENCE RUN N.89°47'15"E. ALONG THE NORTH LINE OF SAID
SOUTHWEST QUARTER (SW $\frac{1}{4}$) SAID NORTH LINE ALSO BEING THE CENTERLINE
OF CYPRESS LAKE DRIVE (100 FEET WIDE) FOR 1050.00 FEET; THENCE RUN
S.00°01'30"E. TO A POINT ALONG THE SOUTH RIGHT-OF-WAY LINE SAID
CYPRESS LAKE DRIVE (100 FEET WIDE) FOR 50.00 FEET; THENCE RUN
N.89°47'15"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE CYPRESS LAKE DRIVE
(100 FEET WIDE) FOR 22.23 FEET TO THE POINT OF BEGINNING; THENCE RUN
N.89°47'15"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE CYPRESS LAKE DRIVE
(100 FEET WIDE) TO THE WEST LINE OF THAT CERTAIN PARCEL AS
RECORDED IN OFFICIAL RECORDS BOOK 1392, PAGE 1987, PUBLIC RECORDS
OF LEE COUNTY FLORIDA FOR 314.09 FEET; THENCE RUN S.00°01'30"E. ALONG
THE AFORESAID WEST LINE FOR 7.50 FEET; THENCE RUN S.89°47'15"W. ALONG
A LINE PARALLEL WITH AND 7.50 FEET SOUTH AS MEASURED ON A
PERPENDICULAR FROM SAID SOUTH RIGHT-OF-WAY LINE CYPRESS LAKE
DRIVE (100 FEET WIDE) FOR 324.51 FEET; THENCE RUN N.54°06'11"E. TO A
POINT ALONG THE AFORESAID SOUTH RIGHT-OF-WAY LINE OF CYPRESS LAKE
DRIVE (100 FEET WIDE) FOR 12.86 FEET TO THE POINT OF BEGINNING.

CONTAINING: 2,394.77 SQ. FT. MORE OR LESS.



PHILLIP M. MOULD
PROFESSIONAL SURVEYOR AND MAPPER
#6515 - STATE OF FLORIDA
2/12/2019

SHEET 2 OF 2

NOT A BOUNDARY SURVEY

HARRIS-JORGENSEN, LLC.
3048 DEL PRADO BLVD S.
SUITE 100
CAPE CORAL, FLORIDA 33904
PHONE: (239) 257-2624

Exhibit "B"

Recording references are to instrument recorded in the Official Records (O.R.) of the Public Records of Lee County, Florida.

Grant of Easement of Blue Eagle Construction Co., Inc., to Florida Power & Light Company by instrument recorded in O.R. Book 1060, Page 461.

Matters described in Order of Taking recorded in O.R. Book 2124, Page 4108 and Stipulated Final Judgment recorded in O.R. Book 2502, Page 0122.

Grant of Easement of Malibu Associates, Ltd., in favor of United Telephone Company recorded in O.R. Book 2097, Page 3046.

Grant of Easement of RR Panther, LLC, in favor of Comcast of California, XIV, LLC, recorded as Instrument No. 2010000312079.