

RESOLUTION NO. 19-05-12
APPROVING EXCHANGE OF PROPERTY

WHEREAS, Bristol Salamanca, LLC, a Delaware limited liability company ("*Bristol*"), is the owner of real property situate in Section 22, Township 45 South, Range 24 East, Lee County, Florida; and

WHEREAS, Lee County, Florida, is a political subdivision of the State of Florida ("*County*"), and the holder of rights in a drainage easement located on the real property owned by Bristol at 6308 Panther Lane, Fort Myers, Florida 33919, Lee County, which drainage easement is more particularly described in the Order of Taking to Lee County, recorded January 30, 1990, recorded in Official Records (O.R.) Book 2124, Page 4108, and Stipulated Final Judgment recorded in O.R. Book 2502, Page 122, all in the Public Records of Lee County, Florida ("*Drainage Easement*"), the description of which is incorporated herein by reference; and

WHEREAS, Bristol seeks to exchange a portion of the Drainage Easement for a replacement easement in accordance with the terms and conditions as set forth in the Agreement for Exchange of Real Property, ("*Agreement*"), dated the 21st day of May, 2019, a copy of which is attached hereto as Attachment "A" and incorporated herein by reference; and

WHEREAS, Bristol seeks to obtain a portion of the Drainage Easement, which portion is more particularly described in Exhibits "D" of the attached Agreement ("*Released Easement*"); and

WHEREAS, Bristol will provide a replacement easement to the County in the format set out and attached as Exhibit "A", for the property legally described in Exhibit "B" of the attached Agreement ("*Replacement Easement*"); and

WHEREAS, an exchange pursuant to §125.37, Florida Statutes, has been proposed that would result in the relocation of the above-referenced Released Easements; and

WHEREAS, pursuant to §125.37, Florida Statutes, and in the opinion of the Board of County Commissioners of Lee County, Florida, the Released Easement described in Exhibit "D" is not needed for other County purposes, and it is in the best interest of the County to exchange the real property interests described herein.

NOW THEREFORE, BE IT RESOLVED, by the Board of County Commissioners of Lee County, Florida, that, in consideration of the mutual covenants and commitments contained herein, the parties hereby agree to the following as the operative provisions to effect a property exchange pursuant to the cited statute:

SECTION 1. After approval by the Board of County Commissioners of Lee County, and in accordance with the terms and conditions adopted in this Resolution, the Chair or Vice-Chair is authorized to do the following:

1. Execute the attached Agreement for the proposed exchange with Bristol.
2. Execute a County Deed for the Released Easement in favor of Bristol pursuant to Section 125.37, Florida Statutes, and the terms of the Agreement, in the format contained in Exhibit "C," for the property legally described in attached Exhibit "D" of the attached Agreement.
3. Accept the Replacement Easement in the format set out and contained in Exhibit "A", for the property legally described in Exhibit "B" of the attached Agreement.

SECTION 2. To the extent that there are typographical and/or administrative errors that do not change the tone, tenor or context of this Resolution, then this Resolution may be revised without subsequent approval by the Board of County Commissioners.

SECTION 3. This exchange has been duly noticed and complies with §125.37, Florida Statutes (2016).

Commissioner Manning made a motion to adopt the foregoing resolution, seconded by Commissioner Pendergrass. The vote was as follows:

John E. Manning	<u>Aye</u>
Cecil L Pendergrass	<u>Aye</u>
Vacant - DISTRICT 3	<u> </u>
Brian Hamman	<u>Aye</u>
Frank Mann	<u>Aye</u>

DULY PASSED AND ADOPTED this 21st day of May, 2019.

Approved and accepted for and on behalf of Lee County, Florida, this 21st day of May, 2019.

ATTEST:
LINDA DOGGETT, CLERK

BY: Melvin Butler
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Brian Hamman
Signature

Brian Hamman, Vice

Type or print name

~~Chair~~ / Vice-Chair



Approved as to form for the
reliance of Lee County only:

John Johnson
Lee County Attorney's Office

Attachments:

- Attachment "A" - Agreement for Exchange of Real Property, including the following:
- Exhibit "A" - Replacement Easement (instrument format)
 - Exhibit "B" - Replacement Easement - Legal description and sketch
 - Exhibit "C" - County Deed (instrument format)
 - Exhibit "D" - Released Drainage Easement - Legal description and sketch

(022519/0900)

Attachment A

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

AGREEMENT FOR EXCHANGE OF REAL PROPERTY

THIS Agreement for Exchange of Real Property ("*Agreement*") is made this ____ day of _____, 2019, for the exchange of real property pursuant to §125.37, Florida Statutes, by and between **Bristol Salamanca, LLC**, a Delaware limited liability company, whose address is c/o Bristol Group, Inc. 400 Montgomery Street, Suite 400, San Francisco, CA 94104 ("*Bristol*") and **Lee County**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398 ("*County*"), collectively known as the "*Parties*," as follows:

1. **PURPOSE:** The purpose of this Agreement is to facilitate the exchange of real property in accordance with §125.37, Florida Statutes.
2. **AGREEMENT TO EXCHANGE:** In consideration of this Agreement and subject to the terms and conditions set forth below, the Parties agree to exchange the following real property interests in Lee County, Florida:
 - a. Bristol to County: Bristol will execute, deliver and convey to the County the Perpetual Stormwater Drainage Easement in the format set out and attached hereto as Exhibit "A" ("*New Easement*"), for the property legally described in attached Exhibit "B".
 - b. County to Bristol: County will convey to Bristol, by County Deed attached hereto as Exhibit "C", a portion of its interest in the Order of Taking to Lee County, recorded January 30, 1990, recorded in Official Records (O.R.) Book 2124, Page 4108, and Stipulated Final Judgment recorded in Official Records (O.R.) Book 2502, Page 122, all in the Public Records of Lee County, Florida, which portion is legally described in attached in Exhibit "D" ("*Drainage Easement*").

3. EVIDENCE OF TITLE: Bristol will provide, at its expense, a Certificate of Title for the subject property described in attached Exhibit "B," in a form satisfactory to the County. The Certificate of Title must show title to the New Easement to be good and marketable, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area, including utility easements of record.

The COUNTY will have thirty (30) days after the date of this Agreement to examine the title and documents establishing Bristol's legal ownership of the New Easement. If the County discovers a defect(s) in the title, the County will notify Bristol in writing of the defects. Bristol may, at its option, make a prompt and diligent effort to correct the defects. If Bristol fails or declines to correct the defects within sixty (60) days after notice, then the County may, as its sole and exclusive remedy, terminate this Agreement without any further obligation to either party.

4. CONDITION OF PROPERTY - RISK OF LOSS: The Parties have inspected the property to be conveyed and agree to accept it as is, or as otherwise provided in this Agreement. Any loss or damage to the property to be conveyed occurring between the date this Agreement is executed and the closing date will be at the current property owner's sole risk and expense. In the event the property to be conveyed is damaged, either or both parties may agree to accept the damaged property or, as the sole and exclusive remedy, terminate this Agreement without further obligation to either party.

5. MAINTENANCE OF THE PROPERTY: Bristol will be responsible for the routine maintenance of the New Easement, including, but not limited to, mowing. Bristol will be solely responsible for repairing and replacing the existing underground 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 New Easement by Bristol as of the date of the New Easement or made by Bristol 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 the New Easement or made at a later date by the County within the New Easement, other than those facilities and improvements referred to in the immediately preceding sentence.

6. DOCUMENTS AND EXPENSES:

a. It is Bristol's responsibility to pay for and provide the following:

- (1) All taxes or special assessments attributable to the New Easement due and payable on or before the closing date;

- (2) Recording fees for the New Easement and the County Deed to release the Drainage Easements;
- (3) All costs associated with any legal notice requirements pursuant to §125.37, Florida Statutes;
- (4) All costs associated with the routine maintenance of any improvements, including, without limitation, the drainage slope, drainage structures and plantings, located on or within the area of the New Easement.

7. BINDING EFFECT: Execution of this Agreement constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns.

8. EXECUTION AND CLOSING: Bristol agrees to execute and provide the Department of County Lands with the executed original of this Agreement before the matter may be scheduled to be presented for review and approval by the Lee County Board of County Commissioners

The closing for this transaction will take place at the Department of County Lands Office on or before 30 days from the date this Agreement is executed, or as otherwise mutually agreed by the parties, but in no event before the statutory public notice for Resolution of Exchange has been published and the Board adopts such Resolution authorizing the exchange.

9. AUTHORITY OF THE CHAIR: The County hereby authorizes its Chair, or his designee, to accept and execute all documents on behalf of the County and to do all other things prudent and necessary to effectuate the terms of this Agreement and the exchange of real property interests contemplated herein.

10. ATTORNEY'S FEES: The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.

11. AMENDMENT AND/OR OTHER AGREEMENTS: Any amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties relating to its subject matter.

(End of provisions. Signature pages follow.)

The Parties herein execute the foregoing Agreement for Exchange of Real Property 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

Type or print name

Jeffrey S. Kott
Managing Member

2nd Witness signature – at to both

Type or print name

Todd J. McLay
Chief Financial Officer

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" – Easement from Bristol to the County
Exhibit "B" – New Easement Legal and Sketch
Exhibit "C" – County Deed from the County to Bristol
Exhibit "D" – Drainage Easement Legal and sketch

EXHIBIT A

Page 1 of 7

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.

EXHIBIT A

Page 2 of 7

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.)

EXHIBIT A

Page 3 of 7

The foregoing 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

Type or print name

Jeffrey S. Kott

Managing Member

2nd Witness signature – at to both

Type or print name

Todd J. McLay

Chief Financial Officer

STATE OF _____
COUNTY OF _____

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]

EXHIBIT A

Page 4 of 7

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]

EXHIBIT A

Page 5 of 7

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)

EXHIBIT A

Page 6 of 7

Exhibit "A"

Legal Description of Easement Area

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

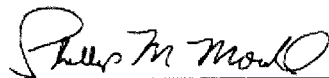
DESCRIPTION:

(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 S89°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 A

Page 7 of 7

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.

SKETCH TO ACCOMPANY DESCRIPTION (PROPOSED) DRAINAGE EASEMENT

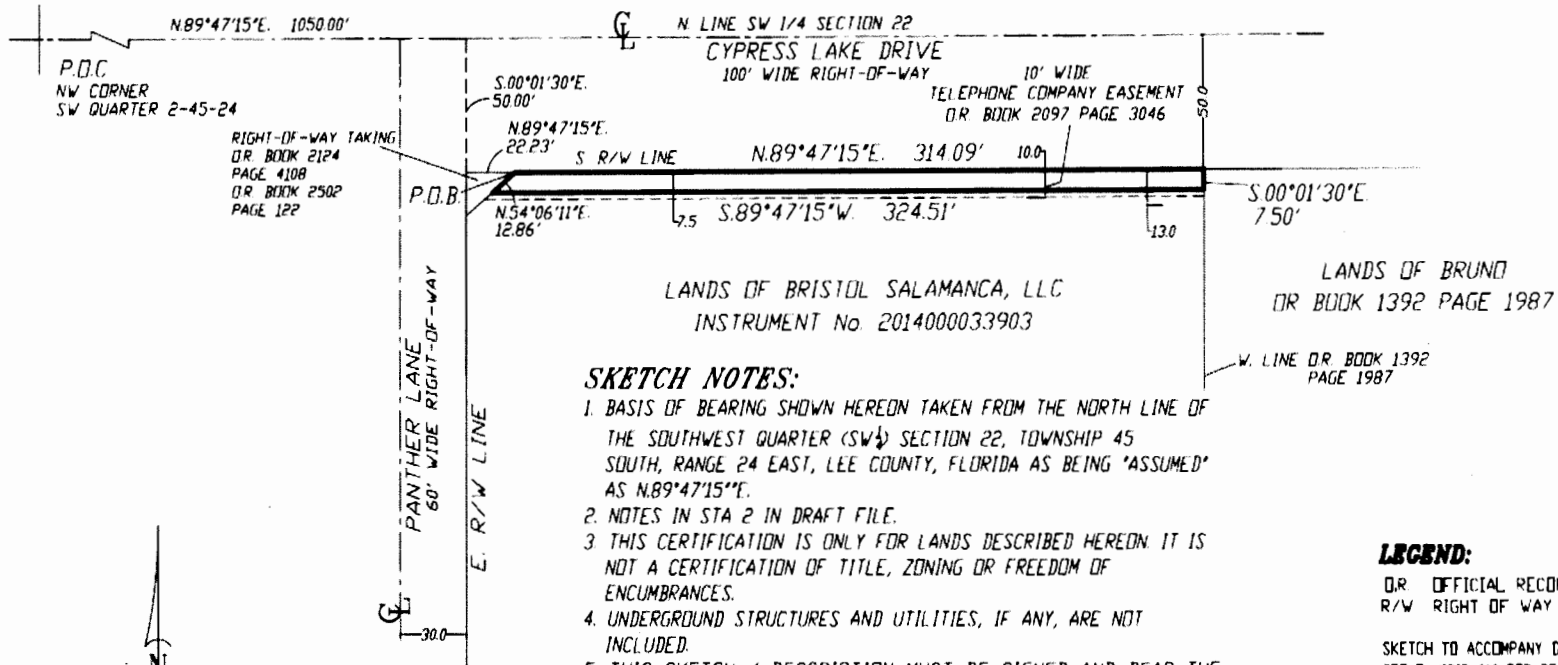
LYING IN A PORTION OF THE SOUTHWEST
QUARTER (SW $\frac{1}{4}$) OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA,

(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
(I) 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 HEREON 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 HEREON. 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 B

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)
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SEE SHEET 1 OF 2 FOR SKETCH TO ACCOMPANY THIS DESCRIPTION (EXHIBIT "A")
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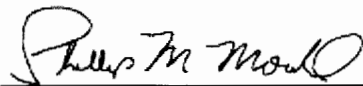
DESCRIPTION:

(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
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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 C

Page 1 of 2

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

THIS SPACE FOR RECORDING

COUNTY DEED

(Statutory)

THIS DEED is given this day of _____, 2019, by **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 ("*County*" or *Grantor*"), to **BRISTOL SALAMANCA, LLC**, a Delaware limited liability company, whose address is c/o Bristol Group, Inc. 400 Montgomery Street, Suite 400, San Francisco, CA 94104 ("*Grantee*").

For and in consideration of the sum of Ten and xx/100 Dollars (\$10.00) to it in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, the County grants and conveys to the Grantee, its heirs and assigns forever, all right, title and interest in a portion of the drainage easement given to Lee County, as described in the Order of Taking to Lee County, recorded January 30, 1990, recorded in Official Records (O.R.) Book 2124, Page 4108, and Stipulated Final Judgment recorded in O.R. Book 2502, Page 122, all in the Public Records of Lee County, Florida, and which portion of the aforesaid drainage easement is more particularly described in attached Exhibit "X".

This deed conveys only the interest of the County and its Board of County Commissioners in that certain portion of the Drainage Easement Grant described in attached Exhibit "X," and does not warrant the title or represent any state of facts concerning the title.

Grantee assumes all routine maintenance for the land and all of the drainage infrastructure therein, including but not limited to mowing and keeping the entire area free of debris and refuse.

EXHIBIT C

Page 2 of 2

IN WITNESS WHEREOF, the County has caused this County Deed to be executed in its name by its Board of County Commissioners, acting by the Chair or Vice-Chair of said Board, the day and year first written above.

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: _____

BY: _____
[Signature]

[Type or Print Name]
Deputy Clerk

[Type or print name]
Chair / Vice-Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY:

By: _____
Lee County Attorney's Office

Attachment: Exhibit "X" – Legal description and sketch of
County interest being exchanged/released

SKETCH TO ACCOMPANY DESCRIPTION (PROPOSED) DRAINAGE EASEMENT VACATION

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)

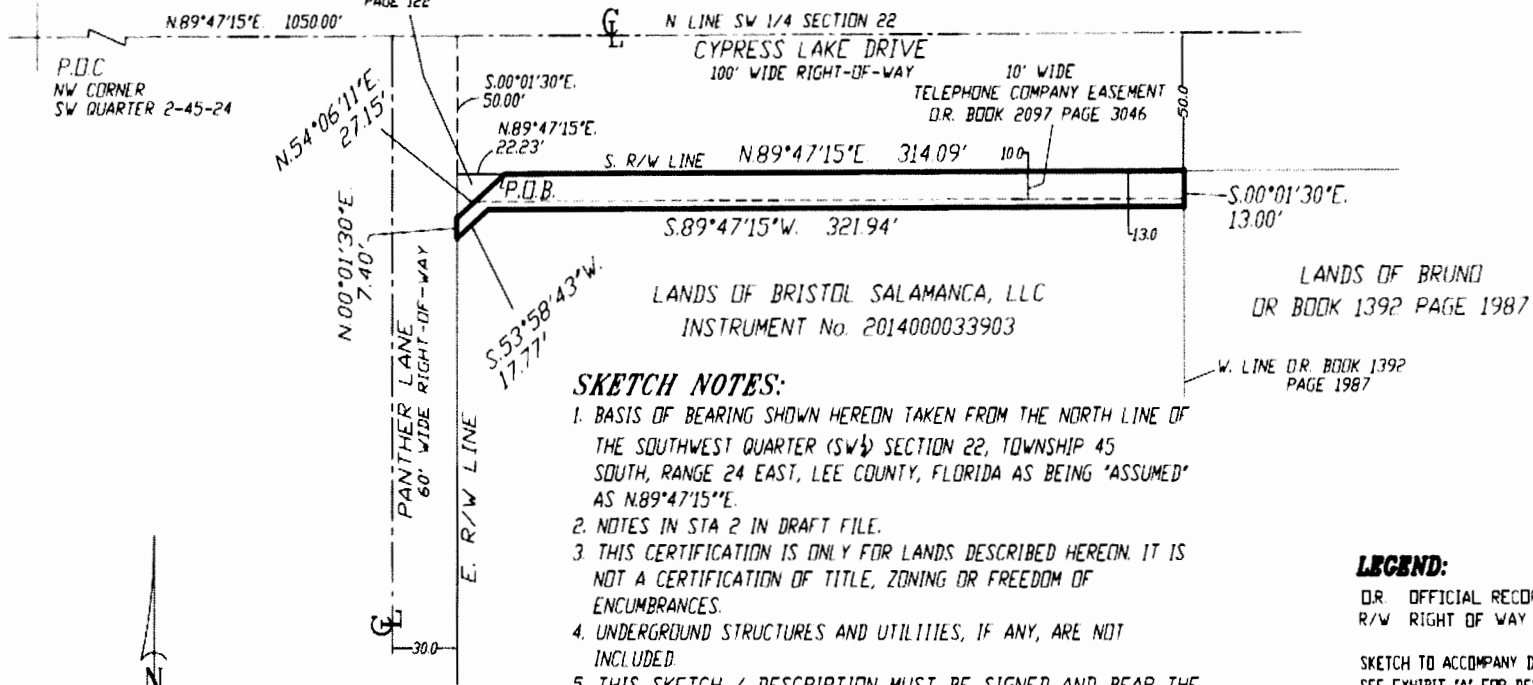
AS RECORDED IN INSTRUMENT No. 2006000065207 AND 2014000033903, PUBLIC RECORDS,
CLERK OF THE CIRCUIT COURT, LEE COUNTY, FLORIDA

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

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

RIGHT-OF-WAY TAKING
O.R. BOOK 2124
PAGE 4108
O.R. BOOK 2502
PAGE 122



SKETCH NOTES:

1. BASIS OF BEARING SHOWN HEREON 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 N89°47'15"E.
2. NOTES IN STA 2 IN DRAFT FILE.
3. THIS CERTIFICATION IS ONLY FOR LANDS DESCRIBED HEREON. 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 D

Page 2 of 2

DESCRIPTION TO ACCOMPANY SKETCH
(PROPOSED) DRAINAGE EASEMENT VACATION

**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)

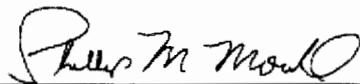
AS RECORDED IN INSTRUMENT No. 2006000065207 AND 2014000033903, PUBLIC RECORDS,
CLERK OF THE CIRCUIT COURT, LEE COUNTY, FLORIDA

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

DESCRIPTION:

(PROPOSED) VACATION OF A 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 13.00 FEET; THENCE RUN S.89°47'15"W
ALONG A LINE PARALLEL WITH AND 13.00 FEET SOUTH AS MEASURED ON A
PERPENDICULAR FROM SAID SOUTH RIGHT-OF-WAY LINE CYPRESS LAKE
DRIVE (100 FEET WIDE) FOR 321.94 FEET; THENCE RUN S.53°58'43"W TO A
POINT ALONG THE EAST RIGHT-OF-WAY LINE OF PANTHER LANE (60 FEET
WIDE) FOR 17.77 FEET; THENCE RUN N.00°01'30"E ALONG SAID EAST
RIGHT-OF-WAY LINE FOR 7.40 FEET; THENCE RUN N.54°06'11"E TO A POINT
ALONG THE SAID SOUTH RIGHT-OF-WAY LINE CYPRESS LAKE DRIVE (100
FEET WIDE) FOR 27.15 FEET TO THE POINT OF BEGINNING.

CONTAINING: 4,269.12 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