

REAL ESTATE EXCHANGE CONTRACT

1. **PARTIES/EFFECTIVE DATE:** Lehigh Acres Fire Control and Rescue District, an independent special fire control district ("District") agrees to exchange real property located in Lee County, Florida with Cookies & Crackers Corp., a Florida corporation ("Corporation") on the terms and conditions set forth below.

The "Effective Date" of this Contract is the date on which the last of the parties signs this Contract. Time is of the essence in this Contract. Time periods of five (5) days or less will be computed without including Saturday, Sunday, or national legal holidays and any time period ending on a Saturday, Sunday or national legal holiday will be extended until 5:00 P.M. of the next business day.

2. **CONSIDERATION/EXCHANGE OF PROPERTY:**

A. In consideration of the conveyance by the Corporation herein agreed to be made, and for other good and valuable consideration described herein, the District agrees to sell and convey to the Corporation the real property described in Exhibit A attached hereto and made a part hereof, located in Lehigh Acres, Lee County, Florida, free and clear from all encumbrances.

B. In consideration of the conveyance by the District herein agreed to be made, and for other good and valuable consideration described herein, the Corporation agrees to sell and convey to the District the real property described in Exhibit B attached hereto and made a part hereof located in Lehigh Acres, Lee County, Florida, free and clear from all encumbrances.

C. In consideration of the conveyance by the Corporation herein agreed to be made, the District agrees to sell and convey to the Corporation the real property described in Exhibit C attached hereto located in Lehigh Acres, Lee County, Florida, free and clear from all encumbrances.

D. In consideration of the conveyance by the Corporation herein agreed to be made, and for other good and valuable consideration described herein, the District agrees to pay Five Thousand and 00/100 Dollars (\$5,000.00) to the Corporation, in cash, at the same time that the District conveys the real property described in Exhibit B attached hereto to the Corporation.

E. As additional consideration given by each party to the other party, each party agrees that they will negotiate in good faith with the other party on commercially reasonable terms of an Access Easement Agreement for the benefit of Corporation's real property described in Exhibit D attached hereto located in Lehigh Acres, Lee County, Florida. Corporation and District intend that the access easement will be located in the access driveway to be constructed by the District over a portion of the property described in Exhibit "B" and specifically over the property described in Exhibit "E." The approximate location of the access easement is as described in Exhibit E. The final exact location of the access easement will be described in the Access Easement Agreement. The terms of the Access Easement Agreement will provide for the Corporation to construct, at its sole cost, the access improvements that are necessary for the Corporation to access the driveway

that provides access to the District's real property described in Exhibit E attached hereto located in Lehigh Acres, Lee County, Florida, for the sole purpose of providing ingress and egress to the Corporation's real property described in Exhibit D to Homestead Road. The parties agree that a provision of the Access Easement Agreement will provide that the access from the Corporation's property will be constructed with an automatic gate at the Corporation's property line that will be controlled by the District which will stop and block all traffic from the Corporation's property during the time the District's emergency response vehicles are entering or exiting the District's real property described in Exhibit F attached hereto from Homestead Road. The parties agree that a provision of the Access Easement Agreement will provide that the effectiveness and enforceability of the Access Easement Agreement and the Corporation's rights thereunder will be conditioned upon, and shall not begin until, Lee County legally changes the land use designation for the Corporation's real property described in Exhibit D from its current land use designation of "Existing Preserve" to a new land use designation approved by Lee County that allows either residential development or commercial development of the Corporation's real property described in Exhibit D.

3. **TITLE:** Each party has the legal capacity to and will convey marketable title to the real property they are exchanging with the other party described in Exhibit A, Exhibit B, and Exhibit C by statutory Warranty Deed free of liens, easements and encumbrances of record or known to the conveying party, but subject to real property taxes for the year of closing, and covenants, restrictions and public utility easements of record, provided there exists at closing no violation of the foregoing and none of them prevents the party acquiring the real property in the exchange from using the real property they are acquiring for the intended use of a fire district use by the District on the real property described in Exhibit A or as an accessway by the Corporation on the real property described in Exhibit B.

(a) **Evidence of Title:** Within twenty (20) days of the Effective Date, a title insurance commitment will be issued by Strayhorn & Strayhorn, PL, a Florida licensed title insurer on the real property each party is receiving in exchange of real property described in this Contract at the expense of District and, upon the recording of the deeds exchanging the real property between the parties as described herein, an owner's policy in the amount of the purchase price of \$100.00 per real property described in each Exhibit, or, at the option of the District, for the value of said real property declared by the Lee County Property Appraiser, if available, for fee simple title subject only to the exceptions stated above.

(b) **Title Examination:** The party acquiring a parcel in the exchange will, within ten (10) days from receipt of the evidence of title deliver written notice to the party conveying real property in the exchange of any title defects to which they object. Title will be deemed acceptable to the party acquiring real property in the exchange if: (1) the party fails to deliver proper notice of defects; or, (2) the party delivers proper written notice and the party conveying the real property in the exchange cures the defects within ten (10) days from receipt of the notice ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within ten (10) days from receipt by the party acquiring the real property in the exchange of notice of such curing. The party conveying real property in the exchange may elect not to cure defects if the party conveying real property in the exchange reasonably believes any defect cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, the party acquiring real property in the exchange will have ten (10) days from receipt of notice of the other party's inability to cure the defects to elect whether to terminate this

Contract or accept title subject to existing defects and close the transaction. The party who pays for the evidence of title will also pay related title service fees including title and abstract charges and title examination.

- (c) **Survey:** The party acquiring real property in the exchange may, at the said party's expense and within the time period allowed to deliver and examine title evidence, obtain a current certified survey of the real property they are receiving in the exchange from a registered surveyor. If the survey reveals encroachments on the real property they are receiving in the exchange or that the improvements encroach on the lands of another, such encroachments will constitute a title defect to be cured within the Curative Period.
- (d) **Possession:** Each party is currently in exclusive possession of the real property they are conveying to the other party in the exchange.

4. CLOSING DATE AND PROCEDURE: This transaction will be closed in Lee County, Florida, in two (2) parts with the first part being the exchange of the real property described in Exhibit A and Exhibit B between the parties which shall occur on or before October 31, 2019, and with the second part being the closing on the conveyance of the real property described in Exhibit C from the District to the Corporation which will occur on or before December 31, 2019. The first closing on the exchange of the real property described in Exhibit A and Exhibit B shall occur as soon as Lee County verifies that the District can proceed with the development of the District's fire district improvements on the District's adjacent parcel of real property in combination with the real property being exchanged to the District that is described in Exhibit A. The second closing will occur simultaneously with the execution of the Access Easement Agreement. The District will designate the Closing Agent who shall be Richard W. Pringle, P.A. The closing may be accomplished by mail.

- (a) **Costs:** District will pay the documentary taxes and recording fees on the real property being conveyed. Each party will pay recording fees for documents needed to cure title defects on the real property they are conveying to the other party. If either party is obligated to discharge any encumbrance at or prior to closing and fails to do so, the party receiving real property which is encumbered may satisfy the encumbrance and collect proceeds from the other party at closing to satisfy the encumbrance(s). Except as otherwise provided for herein, District will pay for the document preparation fees and closing fees of the Closing Agent.
- (b) **Documents:** Each party, through the Closing Agent designated by the District, will prepare the deed, bill of sale, mechanic's lien affidavit, assignments of leases, updated rent roll, tenant and lender estoppel letters, if any, assignments of permits and licenses, corrective instruments and letters notifying tenants of the change in ownership/rental agent, if any, for each party's signature in the exchange of the subject real property.
- (c) **Taxes, Assessments and Prorations:** Real estate taxes for 2018 and prior years on each parcel being exchanged will be paid by the party who is conveying the real property in the exchange. Except for real estate taxes for 2019, each party who is conveying real property in the exchange will be responsible for the payment of items that are due and payable, if any, on the real property they are conveying in the exchange prior to the closing date. Real Estate taxes for 2019 shall be prorated as of the date before the date of closing using the current year's taxes for tax proration purposes. If the current year's taxes are not available at the date of closing, the prior year's taxes will be used for tax proration purposes. Each party who receives real

property in the exchange will be responsible for all taxes and assessments of any kind, which become due and owing on the real property they are receiving in the exchange on or after the Closing Date.

6. **ESCROW:** A deposit in the amount of \$5,000.00 shall be paid by the District to be held in escrow by the Escrow Agent pending the second closing referenced above. Both parties authorize Richard W. Pringle, P.A., 2125 First Street, Suite 200, Fort Myers, Florida 33901, Telephone: (239) 332-4717, Facsimile: (239) 332-4718, Email address: Richard@strayhornandstrayhornlaw.com, to act as Closing Agent as described above and to also act as Escrow Agent to receive funds and other items and, subject to clearance, disburse them in accordance with the terms of this Contract. Escrow Agent will deposit all funds received in a non-interest bearing escrow account. If Escrow Agent receives conflicting demands or has a good faith doubt as to Escrow Agent's duties or liabilities under this Contract, he may: (a) hold the subject matter of the escrow until the parties mutually agree to its disbursement or until issuance of a court order or decision of arbitrator determining the parties' rights regarding the escrow; or, (b) deposit the subject matter of the escrow with the Clerk of the Circuit Court having jurisdiction over the dispute. Upon notifying the parties of such action, Escrow Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If the Escrow Agent becomes a party to litigation because of acting as agent hereunder or interpleads the subject matter of the escrow, Escrow Agent will recover reasonable attorneys' fees and costs at all levels, with such fees and costs to be paid from the escrowed funds or equivalent and charged and awarded as court or other costs in favor of the prevailing party. The parties agree that the Escrow Agent will not be liable to any person for misdelivery to either party of escrowed items, unless the misdelivery is due to Escrow Agent's willful breach of this Contract or gross negligence.

The parties acknowledge and agree that Richard W. Pringle, P.A. is legal counsel for the District and the parties hereby waive any actual or apparent conflicts that may arise as a result of Richard W. Pringle, P.A. acting as Escrow Agent in addition to Richard W. Pringle, P.A. acting as legal counsel of the District.

7. **PROPERTY CONDITION:** Each party will deliver the real property they are conveying in the exchange to the other party at the time agreed in its present "as is" condition, ordinary wear and tear excepted. Neither party makes any warranties as to the real property they are conveying in the exchange other than marketability of title. By accepting the real property they are receiving "as is" under this Contract, each party receiving real property in the exchange waives all claims against the other party for any defects in the real property they are receiving in the exchange.

8. **DISCLOSURES:**

- (a) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.
- (b) **Energy Efficiency:** Each party may have determined the energy efficiency rating of the building, if any, located on the real property.

9. **OPERATION OF PROPERTY DURING CONTRACT PERIOD:** The parties agree that the real property subject to this Exchange Contract is unimproved at this time and that neither party is operating a business on the real property they are exchanging with the other party. Further, each party acknowledges and affirms that they are in sole possession and control of the real property they are conveying in the exchange.

10. **RETURN OF DEPOSIT:** Unless otherwise specified in this Contract, in the event any condition of this Contract is not met by the Corporation and the District has timely given any required notice regarding the condition having not been met, the District's deposit of Five Thousand and 00/100 Dollars (\$5,000.00) will be returned in accordance with applicable Florida laws and regulations.

11. **DEFAULT:**

(a) In the event the exchange of the real property described in Exhibit A is not closed due to any default or failure on the part of the Corporation other than after diligent failure to make the title marketable of the real property described in Exhibit A, the District may either: (1) receive a refund of the District's deposit(s); or, (2) seek specific performance. In addition, in the event of a default or failure on the part of the Corporation under this Contract so that the exchange of the real property described in Exhibit A is not closed, the second closing on the exchange of the real property described in Exhibit C shall be cancelled and the District shall not enter into an Access Easement Agreement with the Corporation.

(b) In the event the exchange of real property described in Exhibit A and Exhibit B is not closed due to any default or failure on the part of the District, the Corporation shall, as the Corporation's sole remedy, be paid the deposit paid or agreed to be paid by the District as agreed upon liquidated damages, consideration for the execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate.

12. **ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the prevailing party, which for purposes of this provision includes the District and the Corporation, will be awarded reasonable attorney's fees, costs and expenses.

13. **BROKERS:** Neither the District nor the Corporation has utilized the services of, or for any other reason owes compensation to, a licensed real estate broker.

14. **ASSIGNABILITY; PERSONS BOUND:** This Contract may not be assigned by either party. This Contract is binding upon the District, the Corporation, and their heirs, personal representatives, successors and assigns.

15. **MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between the District and the Corporation. Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound. Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be construed under Florida law and will not be recorded in any public records. Venue of any litigation between the party's shall be located in Lee

County, Florida. Delivery of any written notice to any party's agent will be deemed delivery to that party.

**LEHIGH ACRES FIRE CONTROL
AND RESCUE DISTRICT, an independent special
fire control district**

By: Catherine Kruse
Catherine (Cathy) Kruse, Chair

Date: 10-29-19

**COOKIES & CRACKERS CORP., a Florida
corporation**

By: JUAN GOMEZ
Juan Gomez, President

Date: Oct 21, 2019

EXHIBIT A

LEGAL DESCRIPTION & SKETCH

DONATION PARCEL

SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST
LEHIGH ACRES, LEE COUNTY, FLORIDA

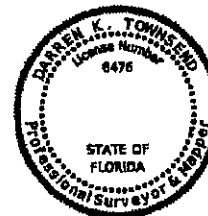
DESCRIPTION:

THE SOUTHWEST 24.00 FEET OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2017000154362, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID LANDS LYING IN THE EAST HALF OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE NORTH 02°13'08" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, FOR 833.14 FEET; THENCE LEAVING SAID WEST LINE, NORTH 87°46'52" EAST, FOR 144.31 FEET TO THE NORTHWESTERLY CORNER OF SAID LANDS DESCRIBED IN INSTRUMENT NUMBER 2017000154362; THENCE ALONG THE BOUNDARY OF SAID LANDS FOR THE FOLLOWING THREE (3) COURSES: 1) SOUTH 45°12'26" EAST, FOR 185.85 FEET; 2) SOUTH 44°47'34" WEST, FOR 58.84 FEET; 3) SOUTH 00°12'26" EAST, FOR 242.06 FEET TO A LINE PARALLEL WITH AND 24.00 FEET NORTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES FROM, THE SOUTHWEST LINE OF SAID LANDS, AND THE POINT OF BEGINNING; THENCE ALONG SAID PARALLEL LINE, SOUTH 45°12'26" EAST, FOR 835.26 FEET TO THE SOUTHEASTERLY LINE OF SAID LANDS, SAID LINE ALSO BEING THE NORTHERLY RIGHT-OF-WAY LINE OF MARBLE BROOK BOULEVARD AS SHOWN ON THE PLAT OF CALOOSA LAKES PHASE I, INSTRUMENT NUMBER 2006000358513, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH 72°24'22" WEST, ALONG SAID LINE, FOR 10.87 FEET TO THE POINT OF CURVATURE OF A TANGENTIAL CURVE TO THE LEFT, RADIUS 112.50 FEET, DELTA ANGLE 07°59'39", CHORD BEARING AND DISTANCE SOUTH 68°24'32" WEST, 15.68 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, AND CONTINUING ALONG SAID LINE, FOR 15.70 FEET TO THE SOUTHWEST LINE OF SAID LANDS; THENCE ALONG SAID SOUTHWEST LINE, NORTH 45°12'26" WEST, FOR 799.94 FEET; THENCE CONTINUE ALONG THE BOUNDARY OF SAID LANDS, NORTH 00°12'26" WEST, FOR 33.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 19,614 SQUARE FEET, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA AS BEING NORTH 02°13'08" WEST.



Digitally signed
by Darren
Townsend
Date: 2019.09.23
09:28:43 -04'00'

DARREN TOWNSEND
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6476

NOT VALID WITHOUT THE ATTACHED SKETCH OF DESCRIPTION.

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.



AIM Engineering & Surveying, Inc.
2161 FOWLER STREET, SUITE 100
FORT MYERS, FLORIDA 33901
www.aimengr.com
PHONE (239) 332-4569
TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH DONATION PARCEL

DRAWN: JS 9-15-2019		CHECKED: DT 9-16-2019		CLIENT: LEHIGH ACRES FIRE DISTRICT	
PROJECT NO.: 18-0814	SECTION: 5	TOWNSHIP: 45 S	RANGE: 27 E	COUNTY: LEE	SHEET 1 OF 3

Exhibit A - Pg 1 of 3

J:\Active\18-0814 Lehigh Fire\Working\1909 dt-legal\18-0814_44LGL.dwg 9/19/2019 10:49:32 AM

LEGAL DESCRIPTION & SKETCH

DONATION PARCEL
SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST
LEHIGH ACRES, LEE COUNTY, FLORIDA



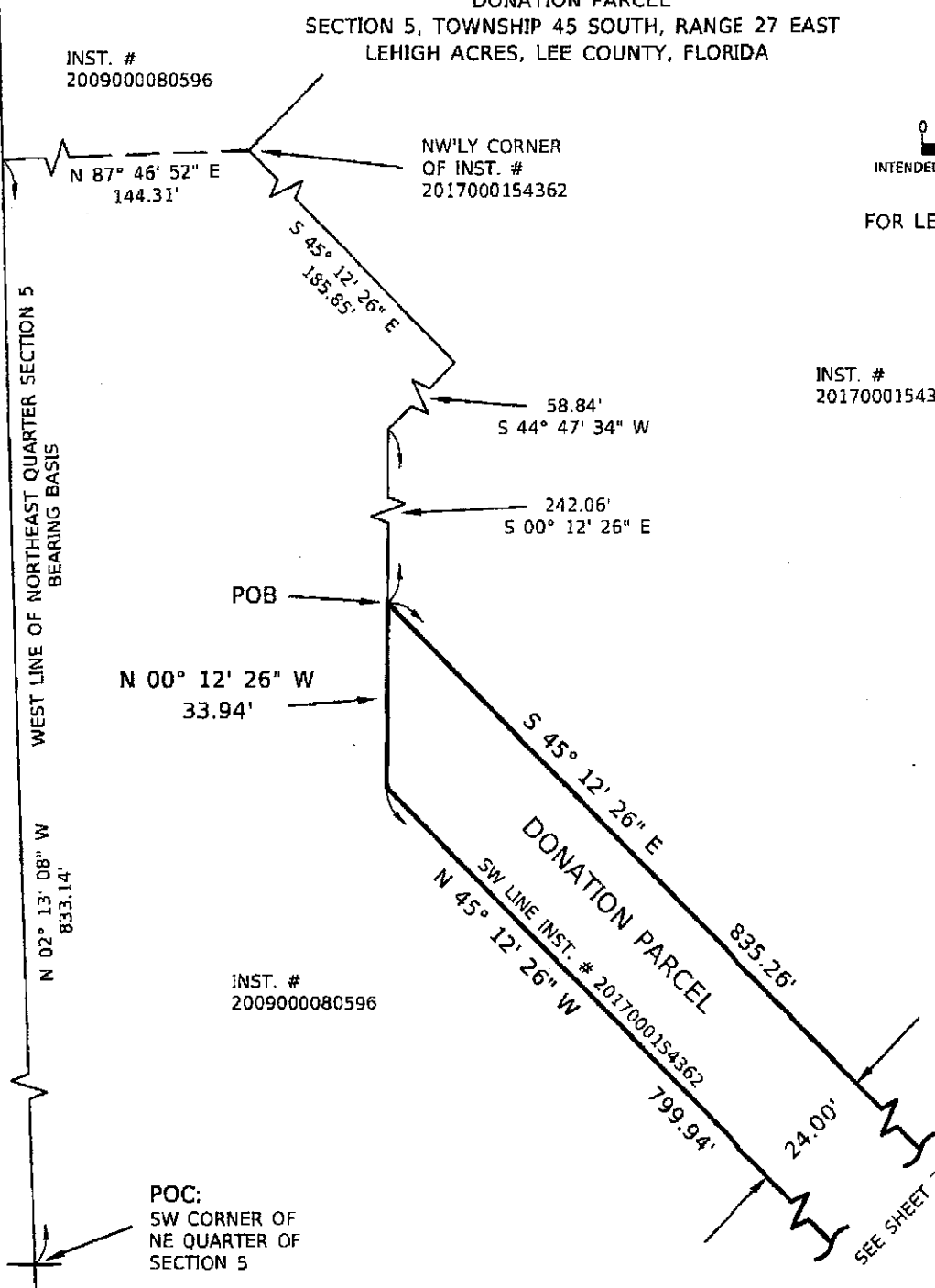
0 15 30
INTENDED DISPLAY SCALE: 1" = 30'

FOR LEGEND SEE SHEET 3

INST. #
2009000080596

NW'LY CORNER
OF INST. #
2017000154362

INST. #
2017000154362



NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.

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PROJECT NO.: 18-0814	SECTION: 5	TOWNSHIP: 45 S	RANGE: 27 E	COUNTY: LEE	SHEET 2 OF 3

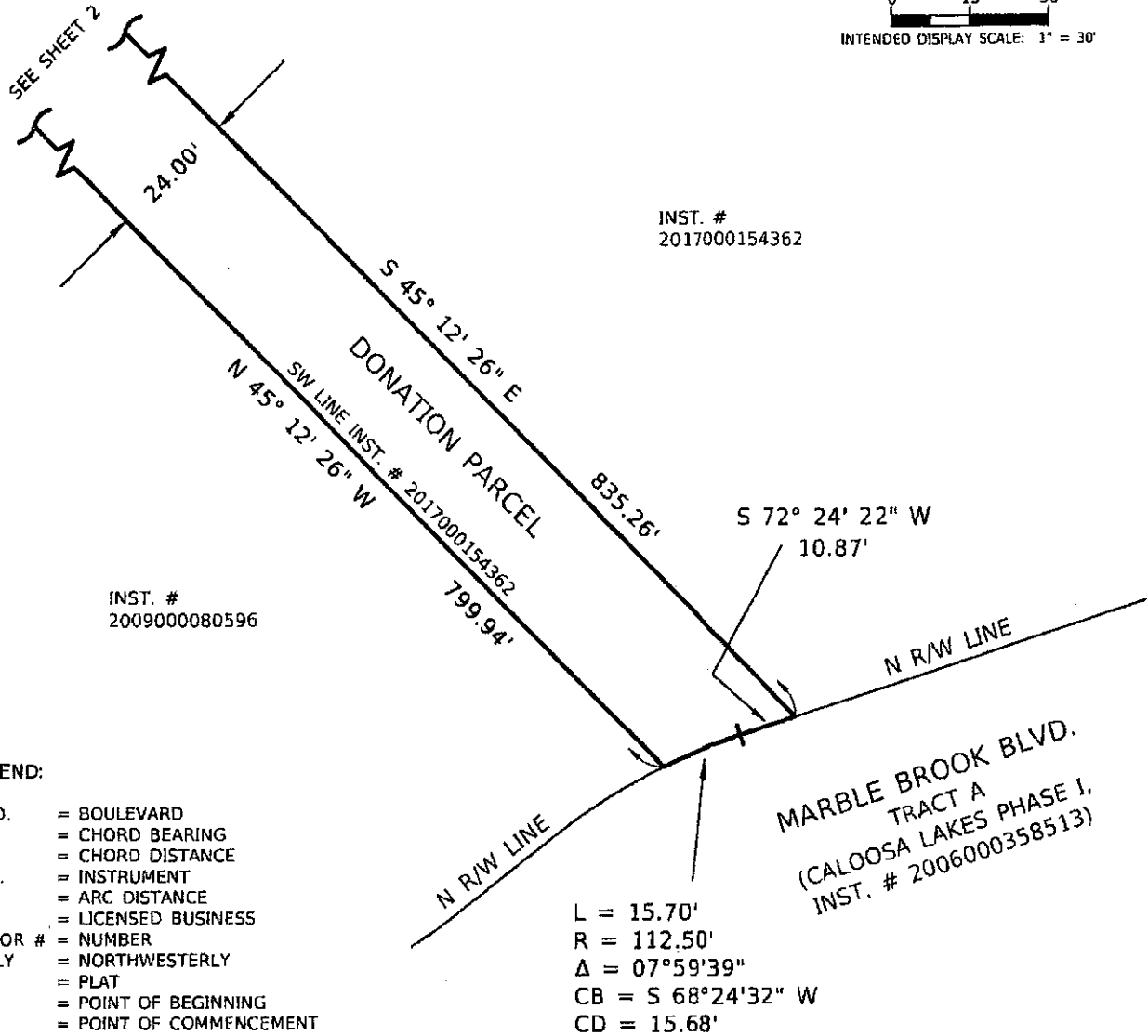
Exhibit A - Pg 2 of 3

LEGAL DESCRIPTION & SKETCH

DONATION PARCEL
SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST
LEHIGH ACRES, LEE COUNTY, FLORIDA



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INTENDED DISPLAY SCALE: 1" = 30'



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LEGAL DESCRIPTION & SKETCH DONATION PARCEL

DRAWN: JS 9-15-2019		CHECKED: DT 9-16-2019		CLIENT: LEHIGH ACRES FIRE DISTRICT	
PROJECT NO.: 18-0814	SECTION: 5	TOWNSHIP: 45 S	RANGE: 27 E	COUNTY: LEE	SHEET 3 OF 3

Exhibit A - Pa 3 of 3

EXHIBIT B

LEGAL DESCRIPTION & SKETCH

ACQUISITION PARCEL

SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST
LEHIGH ACRES, LEE COUNTY, FLORIDA

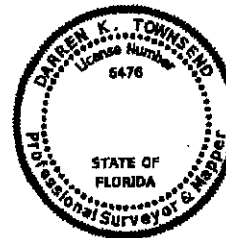
DESCRIPTION:

THAT PORTION OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2009000080596, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID LANDS LYING IN THE EAST HALF OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE NORTH 02°13'08" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, FOR 833.14 FEET; THENCE LEAVING SAID WEST LINE, NORTH 87°46'52" EAST, FOR 144.31 FEET TO THE NORTHWESTERLY CORNER OF THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2017000154362, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE NORTH 45°12'26" WEST, FOR 69.00 FEET; THENCE NORTH 44°47'34" EAST, FOR 285.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HOMESTEAD ROAD (80 FOOT RIGHT-OF-WAY); THENCE SOUTH 45°12'26" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, FOR 69.00 FEET TO THE NORTH CORNER OF SAID LANDS DESCRIBED IN INSTRUMENT NUMBER 2017000154362; THENCE SOUTH 44°47'34" WEST, ALONG THE NORTHWEST LINE OF SAID LANDS DESCRIBED IN INSTRUMENT NUMBER 2017000154362, SAID LINE BEING A COMMON LINE WITH THE LANDS DESCRIBED IN INSTRUMENT NUMBER 2009000080596, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, FOR 285.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 19,665 SQUARE FEET, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA AS BEING NORTH 02°13'08" WEST.



Digitally signed
by Darren
Townsend
Date:
2019.09.23
09:23:41 -04'00'

DARREN TOWNSEND
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6476

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LICENSED BUSINESS NO. 3114

LEGAL DESCRIPTION & SKETCH ACQUISITION PARCEL

DRAWN: JS 9-14-2019		CHECKED: DT 9-16-2019		CLIENT: LEHIGH ACRES FIRE DISTRICT	
PROJECT NO.: 18-0814	SECTION: 5	TOWNSHIP: 45 S	RANGE: 27 E	COUNTY: LEE	SHEET 1 OF 2

Exhibit B - Pg 1 of 2

LEGAL DESCRIPTION & SKETCH

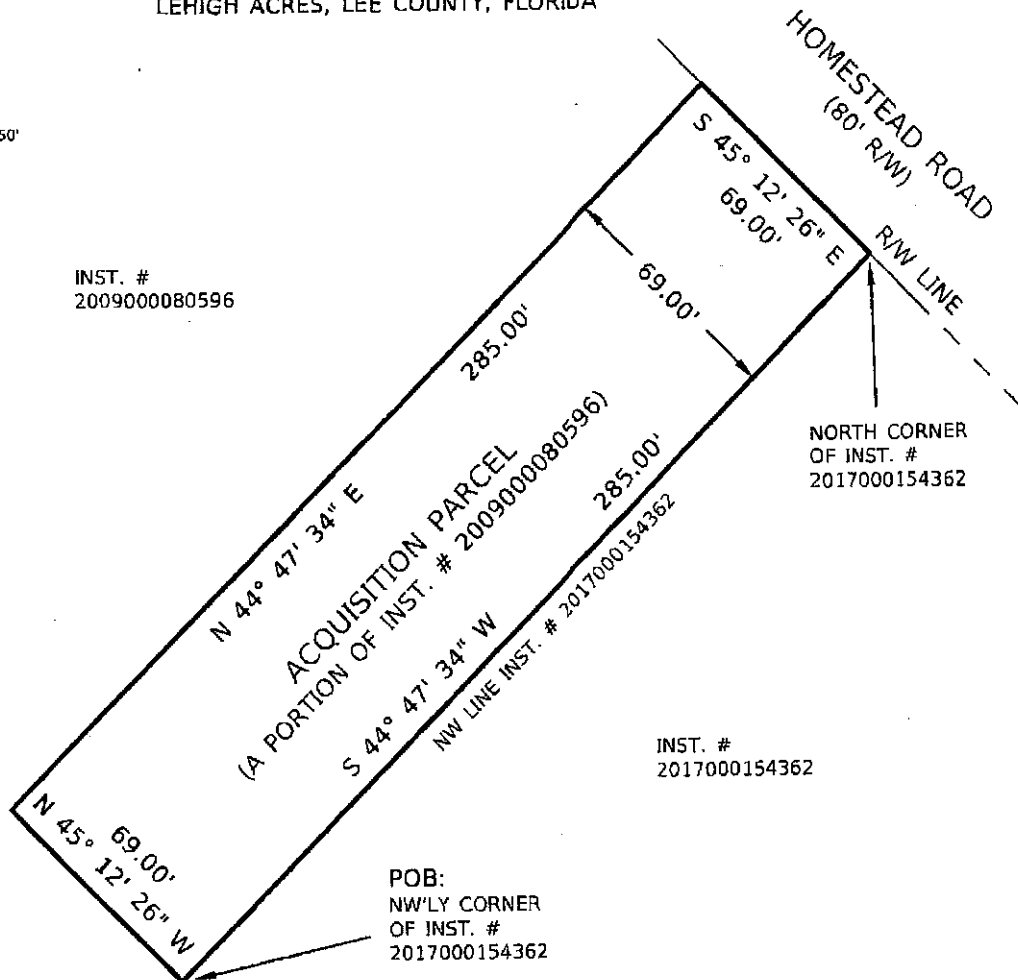
ACQUISITION PARCEL
SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST
LEHIGH ACRES, LEE COUNTY, FLORIDA



0 25 50
INTENDED DISPLAY SCALE: 1" = 50'

INST. #
2009000080596

WEST LINE OF NORTHEAST QUARTER SECTION 5
BEARING BASIS



NORTH CORNER
OF INST. #
2017000154362

INST. #
2017000154362

POB:
NW'LY CORNER
OF INST. #
2017000154362

INST. #
2009000080596

POC:
SW CORNER OF
NE QUARTER OF
SECTION 5

LEGEND:

INST. = INSTRUMENT
LB = LICENSED BUSINESS
NO. OR # = NUMBER
NW'LY = NORTHWESTERLY
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PSM = PROFESSIONAL SURVEYOR & MAPPER
R/W = RIGHT OF WAY

NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.

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LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH ACQUISITION PARCEL

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PROJECT NO.: 18-0814	SECTION: 5	TOWNSHIP: 45 S	RANGE: 27 E	COUNTY: LEE	SHEET 2 OF 2

Exhibit - Pa 2 of 2

EXHIBIT C

LEGAL DESCRIPTION

A TRACT OF LAND LYING IN THE WESTERLY PORTION OF BLOCK 35,
UNIT 6, SECTION 2, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE
COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS;

BEGINNING AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY
LINE OF ANDERSON STREET SOUTH, AND THE EASTERLY RIGHT-OF-WAY
LINE OF CANARY AVENUE SOUTH, AS SHOWN ON THE PLAT OF UNIT 6,
OF SAID SECTION 2, RECORDED IN PLAT BOOK 15, AT PAGE 195, OF
THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH
00°-46'-45" EAST, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF
CANARY AVENUE SOUTH, A DISTANCE OF 181.56 FEET, TO THE
INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF CANARY
AVENUE SOUTH, AND THE NORTHERLY RIGHT-OF-WAY LINE OF BABE
STREET EAST; THENCE NORTH 89°-13'-15" EAST, ALONG THE
NORTHERLY RIGHT-OF-WAY LINE OF BABE STREET EAST, A DISTANCE
OF 210.00 FEET; THENCE NORTH 00°-46'-45" WEST, ALONG A LINE
PARALLEL TO THE WEST LOT LINE OF SAID BLOCK 35, A DISTANCE OF
241.25 FEET, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF ANDERSON
STREET EAST; THENCE SOUTH 73°-21'-50" WEST, ALONG THE
SOUTHERLY RIGHT-OF-WAY LINE OF ANDERSON STREET EAST, A
DISTANCE OF 218.31 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINING 1.02 ACRES, MORE OR LESS.

Exhibit C - Pg 1 of 2

LEGAL DESCRIPTION

EXHIBIT C

Block 35, Unit 6, Section 2, Township 45 South, Range 27 East, Lehigh Acres, according to the plat thereof, as recorded in Plat Book 15, Page(s) 195, of the Public Records of Lee County, Florida, LESS AND EXCEPT the following described parcel:

Beginning at the intersection of the Southerly right-of-way line of Anderson Street South, and the Easterly right-of-way line of Canary Avenue South, as shown on the plat of Unit 6 of said Section 2, recorded in Plat Book 15, Page 195, of the Public Records of Lee County, Florida; thence South $00^{\circ}46'45''$ East, along the Easterly right-of-way line of Canary Avenue South, a distance of 181.56 feet, to the intersection of the Easterly right-of-way line of Canary Avenue South, and the Northerly right-of-way line of Babe Street East; thence North $89^{\circ}13'15''$ East, along the Northerly right-of-way line of Babe Street East, a distance of 210.00 feet; thence North $00^{\circ}46'45''$ West, along a line parallel to the West lot line of said Block 35, a distance of 241.25 feet, to the Southerly right-of-way line of Anderson Street East; thence South $73^{\circ}21'50''$ West, along the southerly right-of-way line of Anderson Street East, a distance of 218.31 feet to the Point of Beginning.

Exhibit C - Pg 2 of 2

EXHIBIT D

**BBL'S
SURVEYORS & MAPPERS INC.
1502-A RAILHEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: (239) 597-1315
FAX: (239) 597-5207**

**LEGAL DESCRIPTION
PHASE TWO NORTH
CALOOSA LAKES**

A PORTION OF THE EAST HALF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.02°13'08"W., ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 5, FOR A DISTANCE OF 1,405.94 FEET TO A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HOMESTEAD ROAD (80 FEET WIDE); THENCE RUN S.45°12'26"E., ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 517.40 FEET; THENCE RUN S.44°47'34"W. FOR A DISTANCE OF 285.00 FEET; THENCE RUN S.45°12'26"E. FOR A DISTANCE OF 185.85 FEET; THENCE RUN S.44°47'34"W. FOR A DISTANCE OF 58.84 FEET; THENCE RUN S.00°12'26"E. FOR A DISTANCE OF 276.00 FEET; THENCE RUN S.45°12'26"E. FOR A DISTANCE OF 799.94 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST, FROM WHICH THE RADIUS POINT BEARS S.25°35'18"E., A DISTANCE OF 112.50 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 112.50 FEET, THROUGH A CENTRAL ANGLE OF 12°18'37", SUBTENDED BY A CHORD OF 24.12 FEET AT A BEARING OF S.58°15'24"W., FOR A DISTANCE OF 24.17 FEET TO THE END OF SAID CURVE; THENCE RUN S.52°06'06"W. FOR A DISTANCE OF 23.26 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE TO THE NORTHWEST; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 87.50 FEET, THROUGH A CENTRAL ANGLE OF 20°18'16", SUBTENDED BY A CHORD OF 30.85 FEET AT A BEARING OF S.62°15'14"W., FOR A DISTANCE OF 31.01 FEET TO THE END OF SAID CURVE; THENCE RUN S.72°24'22"W. FOR A DISTANCE OF 4.64 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE TO THE SOUTHEAST; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 237.50 FEET, THROUGH A CENTRAL ANGLE OF 20°09'44", SUBTENDED BY A CHORD OF 83.15 FEET AT A BEARING OF S.62°19'30"W., FOR A DISTANCE OF

Exhibit D - Pg 1 of 2

83.58 FEET TO A POINT OF REVERSE CURVE; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, THROUGH A CENTRAL ANGLE OF $78^{\circ}01'02''$, SUBTENDED BY A CHORD OF 31.47 FEET AT A BEARING OF $N.88^{\circ}44'51''W.$, FOR A DISTANCE OF 34.04 FEET TO THE END OF SAID CURVE; THENCE RUN $N.49^{\circ}44'21''W.$ FOR A DISTANCE OF 8.62 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE TO THE SOUTHWEST; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 87.50 FEET, THROUGH A CENTRAL ANGLE OF $13^{\circ}08'02''$, SUBTENDED BY A CHORD OF 20.01 FEET AT A BEARING OF $N.56^{\circ}18'22''W.$, FOR A DISTANCE OF 20.06 FEET TO THE END OF SAID CURVE; THENCE RUN $N.62^{\circ}52'23''W.$ FOR A DISTANCE OF 13.58 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE TO THE NORTHEAST, FROM WHICH THE RADIUS POINT BEARS $N.27^{\circ}08'13''E.$, A DISTANCE OF 62.50 FEET THEREFROM; THENCE RUN NORTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 62.50 FEET, THROUGH A CENTRAL ANGLE OF $13^{\circ}33'13''$, SUBTENDED BY A CHORD OF 14.75 FEET AT A BEARING OF $N.56^{\circ}05'10''W.$, FOR A DISTANCE OF 14.78 FEET TO A POINT OF REVERSE CURVE; THENCE RUN WESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 172.50 FEET, THROUGH A CENTRAL ANGLE OF $37^{\circ}06'31''$, SUBTENDED BY A CHORD OF 109.78 FEET AT A BEARING OF $N.67^{\circ}51'49''W.$, FOR A DISTANCE OF 111.72 FEET TO THE END OF SAID CURVE; THENCE RUN $N.86^{\circ}25'05''W.$ FOR A DISTANCE OF 134.42 FEET; THENCE RUN $N.02^{\circ}13'08''W.$ FOR A DISTANCE OF 48.22 FEET; THENCE RUN $S.89^{\circ}07'56''W.$ FOR A DISTANCE OF 105.62 FEET; THENCE RUN $S.85^{\circ}56'38''W.$ FOR A DISTANCE OF 69.45 FEET; THENCE RUN $S.87^{\circ}46'52''W.$ FOR A DISTANCE OF 130.00 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF SAID SECTION 5; THENCE RUN $N.02^{\circ}13'08''W.$, ALONG THE WEST LINE OF THE EAST HALF OF SAID SECTION 5, FOR A DISTANCE OF 137.47 FEET TO THE POINT OF BEGINNING. PARCEL CONTAINS 11.299 ACRES, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF THE EAST HALF OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, AS BEING $N.02^{\circ}13'08''W.$

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

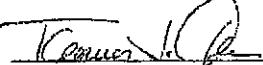
 04/12/06
THOMAS J. GARRIS, STATE OF FLORIDA, (PLS #3741)
BBL SURVEYORS & MAPPERS INC., (LB #6753)

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EXHIBIT E

LEGAL DESCRIPTION & SKETCH

CROSS-ACCESS EASEMENT

SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST
LEHIGH ACRES, LEE COUNTY, FLORIDA

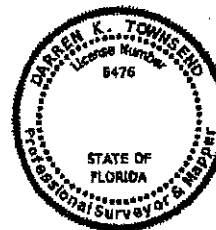
DESCRIPTION:

THAT PORTION OF THE LANDS DESCRIBED IN INSTRUMENT NUMBERS 2009000080596 AND 2017000154362, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; SAID LANDS LYING IN THE EAST HALF OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHEAST QUARTER OF SAID SECTION 5; THENCE NORTH 02°13'08" WEST, ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 5, FOR 833.14 FEET; THENCE LEAVING SAID WEST LINE, NORTH 87°46'52" EAST, FOR 144.31 FEET TO THE NORTHWESTERLY CORNER OF SAID LANDS DESCRIBED IN INSTRUMENT NUMBER 2017000154362; THENCE NORTH 44°47'34" EAST, ALONG THE NORTHWEST LINE OF SAID LANDS DESCRIBED IN INSTRUMENT NUMBER 2017000154362, FOR 230.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 45°12'26" WEST, FOR 69.00 FEET; THENCE NORTH 44°47'34" EAST, FOR 55.00 FEET TO THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF HOMESTEAD ROAD (80 FOOT RIGHT-OF-WAY); THENCE SOUTH 45°12'26" EAST, ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, FOR 69.00 FEET TO THE NORTH CORNER OF SAID LANDS DESCRIBED IN INSTRUMENT NUMBER 2017000154362; THENCE CONTINUE ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE, SOUTH 45°12'26" EAST, FOR 22.70 FEET; THENCE SOUTH 44°47'34" WEST, FOR 55.00 FEET; THENCE NORTH 45°12'26" WEST, FOR 22.70 FEET TO SAID NORTHWEST LINE AND THE POINT OF BEGINNING.

SAID LANDS CONTAINING 5,044 SQUARE FEET, MORE OR LESS.

BEARINGS REFER TO THE WEST LINE OF THE NORTHEAST QUARTER OF SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA AS BEING NORTH 02°13'08" WEST.



Digitally signed
by Darren
Townsend
Date: 2019.09.23
09:26:16 -04'00'

DARREN TOWNSEND
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6476

NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND
SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOT VALID WITHOUT THE ATTACHED SKETCH OF DESCRIPTION.



AIM Engineering & Surveying, Inc.
2161 FOWLER STREET, SUITE 100
FORT MYERS, FLORIDA 33901
www.aimengr.com
PHONE (239) 332-4569
TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH CROSS-ACCESS EASEMENT

DRAWN: IS 9-14-2019		CHECKED: DT 9-16-2019		CLIENT: LEHIGH ACRES FIRE DISTRICT	
PROJECT NO.: 18-0814	SECTION: 5	TOWNSHIP: 45 S	RANGE: 27 E	COUNTY: LEE	SHEET 1 OF 2

Exhibit E - Pa 1 of 2

J:\Active\18-0814 Lehigh FireWorking\1909_dt-legal\18-0814_44GL.dwg 9/23/2019 9:09:43 AM



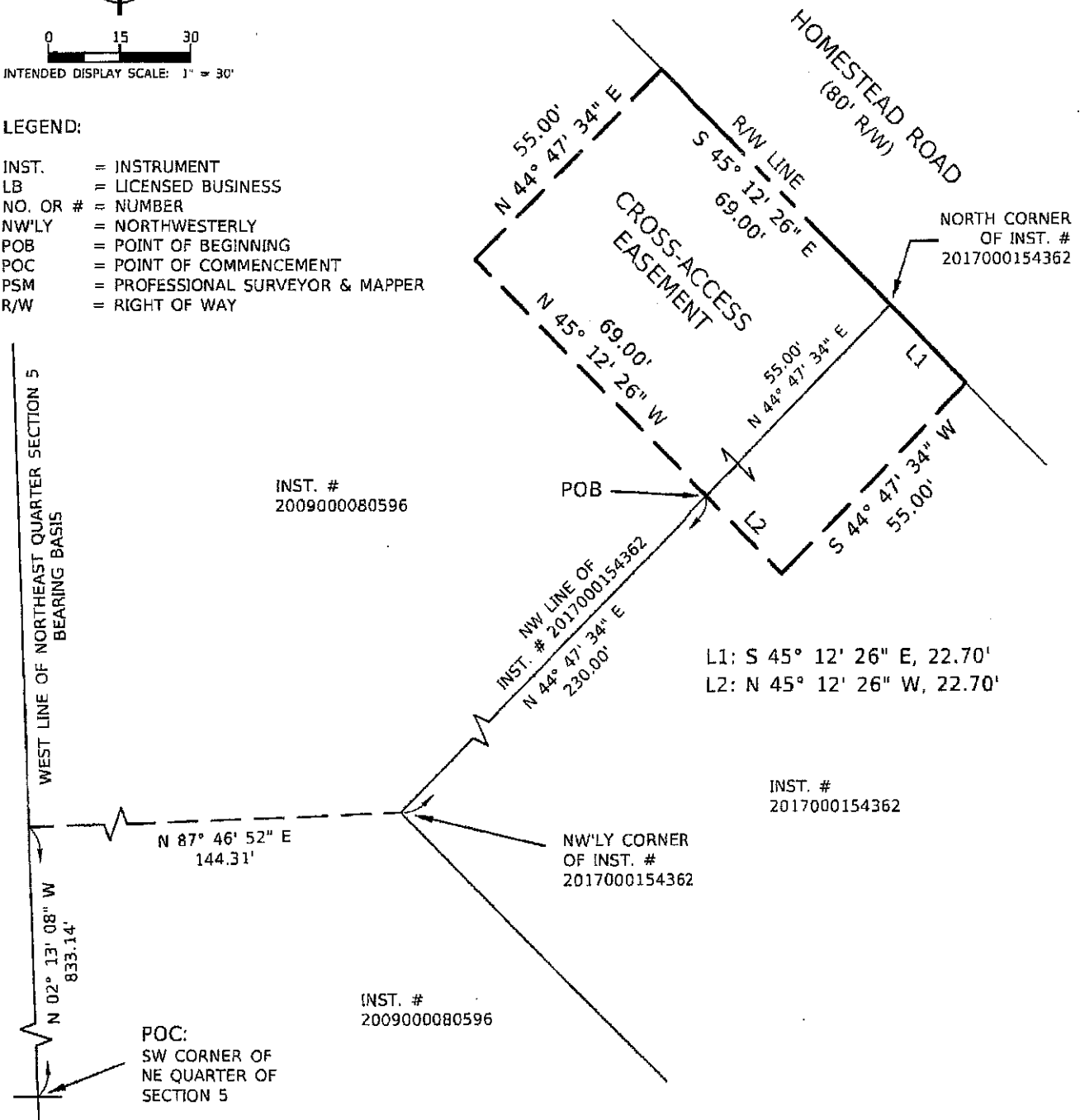
0 15 30
INTENDED DISPLAY SCALE: 1" = 30'

LEGAL DESCRIPTION & SKETCH

CROSS-ACCESS EASEMENT
SECTION 5, TOWNSHIP 45 SOUTH, RANGE 27 EAST
LEHIGH ACRES, LEE COUNTY, FLORIDA

LEGEND:

INST. = INSTRUMENT
LB = LICENSED BUSINESS
NO. OR # = NUMBER
NW'LY = NORTHWESTERLY
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PSM = PROFESSIONAL SURVEYOR & MAPPER
R/W = RIGHT OF WAY



NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.

NOT VALID WITHOUT THE ATTACHED LEGAL DESCRIPTION.



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PHONE (239) 332-4569
TOLL FREE (800) 225-4569
LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH CROSS-ACCESS EASEMENT

DRAWN: JS 9-14-2019		CHECKED: DT 9-16-2019		CLIENT: LEHIGH ACRES FIRE DISTRICT	
PROJECT NO.: 18-0814	SECTION: 5	TOWNSHIP: 45 S	RANGE: 27 E	COUNTY: LEE	SHEET 2 OF 2

Exhibit E - Pa 2 of 2

Signature: JUAN GOMEZ
JUAN GOMEZ (Oct 21, 2019)

Email: gcuetara@gmail.com