

This document prepared by:
Department of County Lands
Project: **Daniels MP/Three Oaks Ext North 4053**
Parcel: 514/515
STRAP Nos.: 22-45-25-00-00007.0000; ~00001.0140
STRAP No.: 22-45-25-00-00002.112A (County Parcel)

LAND EXCHANGE AND IMPACT FEE CREDIT AGREEMENT

This Land Exchange and Impact Fee Credit Agreement ("Agreement"), entered into this 21st day of April, 2021, by and between:

LEE COUNTY, a political subdivision of the State of Florida (hereinafter, "County"), whose address for purposes of this Agreement is c/o Department of Transportation Director, P.O. Box 398, Fort Myers, FL 33902-0398; and DANIELS PARKWAY JV DEVELOPMENT, LLC, a Florida limited liability company (hereinafter, "Daniels JV"), whose address for purposes of this Agreement is 12731 New Brittany Boulevard, Fort Myers, FL 33907; County and Daniels JV being collectively referred to herein as "the Parties."

WHEREAS, the County is authorized to enter into an agreement for the exchange of real property pursuant to Section 125.37, Florida Statutes; and

WHEREAS, in accordance with the authority delegated under Lee County Administrative Code AC-11-15 and Lee County Land Development Code Chapter 2, Article VI, Division 2, the County may enter into such agreements as necessary for the acquisition of real property in exchange for road impact fee credits; and

WHEREAS, Daniels JV is the owner of that certain property located in the southwest quadrant of I-75 and Daniels Parkway in Lee County, said property being legally described in Exhibit "A", attached hereto and incorporated herein by reference (hereinafter, the "JV Parent Tract"); and

WHEREAS, the JV Parent Tract was rezoned to Commercial Planned Development pursuant to Lee County Zoning Resolution No. Z-08-043 (hereinafter, the "Resolution"); and

WHEREAS, pursuant to the Resolution, the JV Parent Tract was approved for a mix of medical office, general office, retail, and hotel uses; and

WHEREAS, the County has identified the need for a future roadway improvement, known generally and referred to herein as "Three Oaks Parkway Extension North," which

is proposed to extend Three Oaks Parkway from its present terminus just south of the Fiddlesticks Canal, northward and westward through the JV Parent Tract to an intersection with Fiddlesticks Boulevard; Phase 1 for this project will extend from the Fiddlesticks Canal to the western boundary of the JV Parent Tract as shown on Exhibit "B," attached hereto and incorporated herein by reference; and

WHEREAS, the County needs property for right-of-way, utilities and surface water management purposes, with said property being described in Exhibit "C," attached hereto and incorporated herein by reference (hereinafter, "Parcels 514/515") in order to construct the Three Oaks Parkway Extension North through the JV Parent Tract; and

WHEREAS, the Three Oaks Parkway Extension North is needed by Daniels JV to facilitate development of the remaining portion of the JV Parent Tract (hereinafter "JV Remainder") in accordance with the Resolution; and

WHEREAS, THE County has determined that a parcel of land it owns that is identified herein and referred to as the "Fire Station Parcel" is not needed for other County purposes and it is in the best interests of the County to exchange the Fire Station Parcel for Parcels 514/515 upon the terms and conditions provided herein; and

WHEREAS, Daniels JV is willing to exchange Parcels 514/515 for the Fire Station Parcel upon the terms and conditions provided herein, in order to facilitate construction of Three Oaks Parkway Extension North and expedite the improved access to the JV Remainder;

NOW, THEREFORE, in consideration of the mutual promises, covenants, and benefits contained in this Agreement, the sufficiency of which is acknowledged by the Parties, the Parties do hereby agree as follows:

1. **Recitals and Purpose:** The Parties acknowledge that the above recitals are true and correct, and do hereby incorporate those recitals into this Agreement by reference. The purpose of this Agreement is to provide for the exchange of real property in order to facilitate the construction of the Three Oaks Parkway Extension North for the mutual benefit of both Parties hereto. Through this exchange, Daniels JV will convey Parcels 514/515 to the County and the County will convey the Fire Station Parcel to Daniels JV in accordance with the terms and conditions set forth below, it being recognized by both Parties that such terms and conditions are an integral part of the exchange contemplated by this Agreement.

2. **Terms and Conditions of Exchange:** Daniels JV agrees to convey Parcels 514/515 to the County, and the County agrees to convey the Fire Station Parcel to Daniels JV, in accordance with the following terms and conditions:

- (A) Parcels 514/515 will be conveyed by statutory warranty deed (the "Deed"), free and clear of all liens and encumbrances, and only subject to the exceptions identified in Exhibit "D" attached hereto and incorporated herein by reference (the "Permitted Exceptions").

- (B) The conveyance will occur not later than one hundred fifty (150) days from the effective date of this Agreement (the "Closing"), unless extended in writing by the Parties or their duly authorized representatives.
- (C) As consideration for the transfer of Parcels 514/515 to the County, Daniels JV will receive the following:
 - 1. Road impact fee credits (hereinafter, "Credits") in accordance with Lee County Land Development Code (LDC) Section 2-275 in the amount of one million, seventy-three thousand, six hundred thirty-eight and 10/100 (\$1,073,638.10) dollars. The amount of Credits will be adjusted, if necessary, pursuant to paragraphs 2(C)3 and 3(A) below. Credits may be used in the Southwest, Southeast, and Central Road Impact Fee Benefit Districts as established in Appendix K of the LDC.
 - 2. The design and construction of Phase 1 of the Three Oaks Parkway Extension North will extend to the westerly boundary of the JV Parent Tract, and include an intersection in accordance with the plan sheet in Exhibit "E," attached hereto and incorporated herein by reference.
 - 3. The County will convey to Daniels JV that certain parcel of land approximately 22,044 sq.ft. in size described in Exhibit "F" attached hereto and referred to herein as the "Fire Station Parcel." Conveyance of the Fire Station Parcel will occur contemporaneously with the transfer of Parcels 514/515 to the County and will occur in accordance with the terms and conditions provided below. At Daniels JV's option, Daniels JV may perform a due diligence investigation on the Fire Station Parcel including, but not limited to, a phase 1 and phase 2 environmental audit. Daniels JV may decline to accept title to this parcel in its sole discretion if notice is provided to the County not less than fifteen (15) days prior to closing. If Daniels JV declines title to the Fire Station Parcel, Daniels JV will remain obligated hereunder to convey Parcels 514/515 to the County as if the conveyance of the Fire Station Parcel was not a part of the consideration for transfer of Parcels 514/515; provided, however, that in the event Daniels JV declines to take title to the Fire Station Parcel, the amount of Credits to be provided by the County pursuant to paragraph 2(C)1 above shall be increased by \$82,650.00 (calculated as 22,040 sq.ft. x \$3.75) to a total of one million, one hundred fifty-six thousand, two hundred eighty-eight and 10/100 (\$1,156,288.10) dollars.
 - 4. The JV Parent Tract and Fire Station Parcel will each have vehicular access to the existing frontage road along Daniels Parkway that terminates at the northwest corner of the JV Parent Tract for

present uses and all future development of both the JV Parent Tract and the Fire Station Parcel. This right of access will continue after construction of the planned eight-laning of Daniels Parkway and any other improvements associated therewith. Daniels JV acknowledges and agrees that development of the JV Parent Tract cannot access the existing frontage road through the Fire Station Parcel unless the Fire Station Parcel is included in a revised Master Concept Plan adopted as an amendment to the Resolution for the JV Parent Tract.

(D) Not later than 45 days from the effective date of this Agreement:

1. Daniels JV will obtain a signed and sealed ALTA survey for Parcels 514/515, prepared by a Florida licensed surveyor and certified to the County, Daniels JV, the title agent closing the transaction and the underwriter insuring title to the County. The survey will identify any encroachments or encumbrances on Parcels 514/515 based upon inspection and the ALTA Form B title insurance commitment provided by Daniels JV, at its expense, prior to the execution of this Agreement, having an effective date of February 8, 2021.
2. The County will provide the form of the County Deed by which the County will convey the Fire Station Parcel to Daniels JV.
3. The County will provide an ALTA Form B title insurance commitment in the amount of \$82,650.00, proposing to insure title to the Fire Station Parcel upon conveyance to Daniels JV.

(E) At closing, Daniels JV will:

1. pay for and provide the deed and affidavit regarding liens, to effectuate the issuance of the title insurance policy for Parcels 514/515 to County;
2. pay for documentary stamps on the deed to Parcels 514/515;
3. pay taxes prorated through the date of closing on Parcel 514/515;
4. pay the partial release of mortgage fees, if any, for Parcels 514/515;
5. pay the Daniels JV's attorney's fees, if any;
6. pay for the County's title insurance on Parcels 514/515, in the amount of \$1,073,638.10 at promulgated rates;
7. pay for the cost of one appraisal for Parcels 514/515 obtained by the County.

8. pay for the recording fee for the County Deed to the Fire Station Parcel;

9. pay for a boundary survey for the Fire Station Parcel, if desired by Daniels JV; and

10. pay for the environmental assessment of the Fire Station Parcel, if desired by Daniels JV.

(F) At closing, the County will:

1. pay for the recording fee for the deed for Parcels 514/515;

2. pay for boundary survey for Parcels 514/515 required herein;

3. pay for the environmental assessment, if any, for Parcels 514/515;

4. pay for and provide the County Deed and any other conveyance documents reasonably necessary to effectuate the issuance of the title insurance policy for the Fire Station Parcel;

5. pay for documentary stamps on the County Deed to the Fire Station Parcel;

6. pay for Daniels JV's title insurance in the amount of \$82,650.00 on the Fire Station Parcel at promulgated rates; and

7. issue road impact fee credits to Daniels JV as set forth in paragraph 2(C)1 above, as may be adjusted pursuant to paragraphs 2(C)3 and 3(A).

3. **Additional Improvement Opportunities and Responsibilities.**

(A) Daniels JV may elect to convey to the County additional fee-simple property as needed for turn lanes at the intersection within the JV Parent Tract, as illustrated in attached Exhibit "E." It is the responsibility of Daniels JV's consultant to determine the length of the turn lanes based upon the anticipated development of the JV Remainder. If the future development order process for the site requires additional turn lane length(s), Daniels JV, its successors or assigns will be responsible for donating additional right-of-way and re-constructing any respective infrastructure required. Lee County's Department of Transportation retains the authority, as the permitting entity, pertaining to the review and approval of transportation improvements, in the interest of the health, safety and welfare of the public.

1. Within thirty (30) days of the Effective Date of this Agreement, Daniels JV will notify the County of its intent to provide the additional property for the turn lanes. If such notice is provided, Daniels JV's surveyor will provide to the

Lee County Department of Transportation a boundary survey and legal descriptions and sketches of the property it elects to convey to the County for turn lanes from Three Oaks Parkway Extension North into the JV Remainder within ninety (90) days from the effective date of this Agreement.

2. If the survey and legal descriptions/sketches are received as provided in Paragraph 3(A)1, above, the County will include in its construction plans for the Three Oaks Parkway Extension North the turn lane improvements shown on Exhibit "E" (hereinafter, "Turn Lane Improvements") for access to the future development that will occur on the JV Remainder, located both northerly and southerly of the Three Oaks Parkway Extension North. The Turn Lane Improvements will be included in the County's construction bid documents for the Three Oaks Parkway Extension North. The specifications for construction of the Turn Lane Improvements will be shown and bid separately as an alternate in the construction bid documents. The amount of the Credits to be issued by the County to Daniels JV at Closing will be adjusted as follows:

a. If the bids for construction of Three Oaks Parkway Extension North are received prior to Closing, the amount of the Credits will be reduced by the amount in the bid for the Turn Lane Improvements that is provided by the bid selected by the County.

b. If the bids for construction of Three Oaks Parkway Extension North are not received prior to Closing, the amount of the Credits will be reduced by one hundred fifty thousand (\$150,000.00) dollars, which represents Daniels JV's good faith estimate of the anticipated cost of the Turn Lane Improvements. Upon receipt and selection of a bid by the County, the County and Daniels JV will "true up" the amount of Credits as follows: (i) if the bid amount for the Turn Lane Improvements exceeds \$150,000.00, Daniels JV will return to the County Credits in the amount of the difference between the bid amount and \$150,000.00; alternatively (ii) if the bid amount for the Turn Lane Improvements is less than \$150,000.00, the County will issue additional Credits in the amount of the difference between \$150,000.00 and the bid amount.

c. If both Parties agree, Closing may be delayed until actual bid amounts for the Turn Lane Improvements are received and selected by the County.

(B) The County will install one 36" RCP culvert ("Culvert") approximately 250' in length under Three Oaks Parkway Extension North as part of the roadway's construction in order to facilitate drainage for the JV Remainder. The location of the Culvert will be as shown in Exhibit "G" attached hereto and the elevation of the Culvert will be provided by Daniels JV's engineer. The Culvert will be incorporated by the County into the design and permitting for the Three Oaks Parkway Extension North, and the County will install the Culvert at County's expense during

construction of the Three Oaks Parkway Extension North. The County is not responsible and makes no representation that the Culvert will be adequate for drainage of the JV Remainder and is relying solely on Daniels JV for the size and specifications for the Culvert. Further, the County is not responsible and undertakes no obligation for the drainage of the JV Remainder off-site. Daniels JV will be responsible for all permitting, design and construction of drainage improvements for development of the JV Remainder, subject to the approvals of the appropriate permitting departments and/or agencies.

(C) Daniels JV, or its successors and assigns, will be responsible for the costs of design and installation of a traffic signal at the intersection of Three Oaks Parkway Extension North within the JV Remainder, at such time as the Lee County Department of Transportation determines in its sole discretion that, due to applicable safety regulations and/or guidelines, a signal is warranted. This expense will be paid by Daniels JV to the County in cash or by return of Credits issued pursuant to this Agreement, and paid within fifteen (15) days of the full execution of a construction contract for the signalization improvements. Notwithstanding the foregoing, the County, at County's expense and in consultation with Daniels JV's engineer, will design, permit, and install all conduit reasonably necessary for this signal concurrent with the Three Oaks Parkway Extension North improvements.

4. **Impact Fee Credits; Retained Value.** In the event that road impact fees are repealed, rescinded, invalidated, or replaced with an alternative form of transportation mitigation fee or otherwise, the obligation of the County to compensate Daniels JV for the value of Parcels 514/515 shall continue in the form of alternative transportation credits or in the absence of such credits, in the form of a cash payment within 90 days of the repeal, rescission, invalidation, or replacement of road impact fees; it being the intent of this subparagraph that Daniels JV be compensated in an amount equivalent to the Credits on a dollar-for-dollar basis for a period of twenty (20) years after issuance of the Credits pursuant to paragraph 2(F).

5. **Three Oaks Parkway Extension North Costs.** The County will be responsible for all costs and expenses associated with the design, permitting, mitigation and construction of Three Oaks Parkway Extension North, including the Turn Lane Improvements and the Culvert as provided in paragraphs 3(A) and 3(B) above.

6. **Notices.** All notices required or permitted under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested to the following addresses, or to such other person or address as any Party may designate from time to time in writing:

If to Daniels JV: Daniels Parkway JV Development, LLC
12731 New Brittany Boulevard

Fort Myers, FL 33907
Attn: Dr. Jonathan Frantz

with a copy to: Henderson, Franklin, Starnes & Holt, P.A.
1715 Monroe St.
Fort Myers, Florida 33901
Attn: Russell P. Schropp

If to Lee County: Lee County DOT
1500 Monroe Street, 3rd Floor
Fort Myers, FL 33901
Attn: DOT Director

with a copy to: Lee County Attorney's Office
2115 Second Street, 6th Floor
Fort Myers, FL 33901

7. **Remedies.** Any material breach of this Agreement may be enforced by either Party as against the other by appropriate action in law or equity filed in a court of competent jurisdiction; provided, however, no such action may be brought until the defaulting Party has been given notice and ninety (90) days in which to cure the default. If the default cannot reasonably be cured within the ninety (90) day period, such period shall be extended if the cure is commenced within such ninety (90) days and the defaulting Party is proceeding with due diligence for such period of time reasonably required to complete such cure.

8. **Governing Law.** This Agreement shall be construed and interpreted according to the laws of the State of Florida, and venue with respect to any litigation between the Parties related to this Agreement shall be exclusively in Lee County, Florida.

9. **Severability.** If any part, term, or provision of this Agreement is held to be illegal, void, or unenforceable, the remaining portions or provisions of this Agreement shall not be affected or impaired, each remaining provision shall remain in full force and effect, and the rights and obligations of the Parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.

10. **Entire Agreement.** This Agreement embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations, or agreements between the Parties, either verbal or written, regarding the subject matter of this Agreement. Nothing contained herein may be construed to be a termination, release or forfeiture of the County's or its Department of Transportation's inherent duty or obligation to protect

the public's health, safety and welfare.

11. **Attorneys' Fees.** In the event any litigation arises in connection with this Agreement, the prevailing party in any such litigation shall be entitled to recover its reasonable attorneys' fees, at trial and on appeal, and all costs of the action from the non-prevailing party.

12. **Binding Agreement.** The County's written acceptance of this offer will constitute an agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns.

13. **Recording of Agreement.** This Agreement will be recorded by the County in the Public Records of Lee County within fourteen (14) days of the approval of this Agreement by the County's Board of County Commissioners.

14. **Construction.** The Parties hereby acknowledge that this Agreement was negotiated at arm's length, with each Party being represented by counsel of their choosing and with an equal opportunity for determining the final draft of this Agreement. Accordingly, the Agreement will not be construed more favorably for one Party as against the other Party by virtue of which Party prepared the original draft of this Agreement or any changes thereto.

15. **Funding and Project Commencement:**

(A) In all events, the County's obligation to construct Three Oaks Parkway Extension North remains fully subject to the availability of both appropriation and funding by the County's Board of County Commissioners.

(B) In all events, the County retains the authority to determine the timing for the decision to commence both design and construction of Three Oaks Parkway Extension North.

16. **Effective Date:** This Agreement shall be binding and effective as of the date signed by both Parties hereto.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands and seals the day and year written below.

WITNESSES:

Grantor:

Cary Eaton
[1st Witness' Signature]

GARRY EATON
[Type or print name]

Cynthia Kelberer
[2nd Witness' Signature]

CYNTHIA KELBERER
[Type or print name]

Daniels Parkway JV Development, LLC,
a Florida limited liability company

By: Jonathan Frantz
Jonathan Frantz, Manager
Name and Title of Officer or Agent

Date: MARCH 23, 2021

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 23 day of MARCH 2021, by JONATHAN M FRANTZ, as MANAGER of Daniels Parkway JV Development, LLC, a Florida limited liability company, on behalf of the corporation. He is personally known to me or has produced PERSONALLY KNOWN as identification.
(type of identification)

Tammy S. Moore

Notary Public

[Affix stamp/seal]



Approved and accepted for and on behalf of Lee County, Florida, this 20th day of April, 2021.

ATTEST:
LINDA DOGGETT, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Missy Flint
Deputy Clerk

BY: [Signature]
Kevin Ruane, Chair



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: [Signature]
Lee County Attorney's Office

Attached Exhibits:

- Exhibit A: Legal Description of Daniels JV Parent Tract Property (65.5 +/- acres)
- Exhibit B: Illustration Showing the Three Oaks Parkway Extension North Corridor
- Exhibit C: Legal Descriptions and Sketches of Parcels 514/515
- Exhibit D: Permitted Exceptions to Title
- Exhibit E: County DOT Plan Sheet Illustrating proposed intersection location and Design within the Daniels JV Property
- Exhibit F: Legal Description of Fire Station Parcel
- Exhibit G: Location of the Culvert

EXHIBIT "A"

Daniels JV Parent Tract

That part of the Southeast Quarter (SE ¼) of Section 22, Township 45 South, Range 25 East, lying west of Interstate 75 (I-75) and lying southerly of Daniels Parkway right-of-way, Lee County, Florida;

-and-

The East One-Half (E ½) of the Southeast Quarter (SE ¼) of the Southwest Quarter (SW ¼) of Section 22, Township 45 South, Range 25 East, Lee County, Florida.

EXHIBIT "B"

Illustration Showing Three Oaks Parkway Extension North

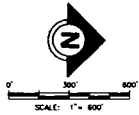
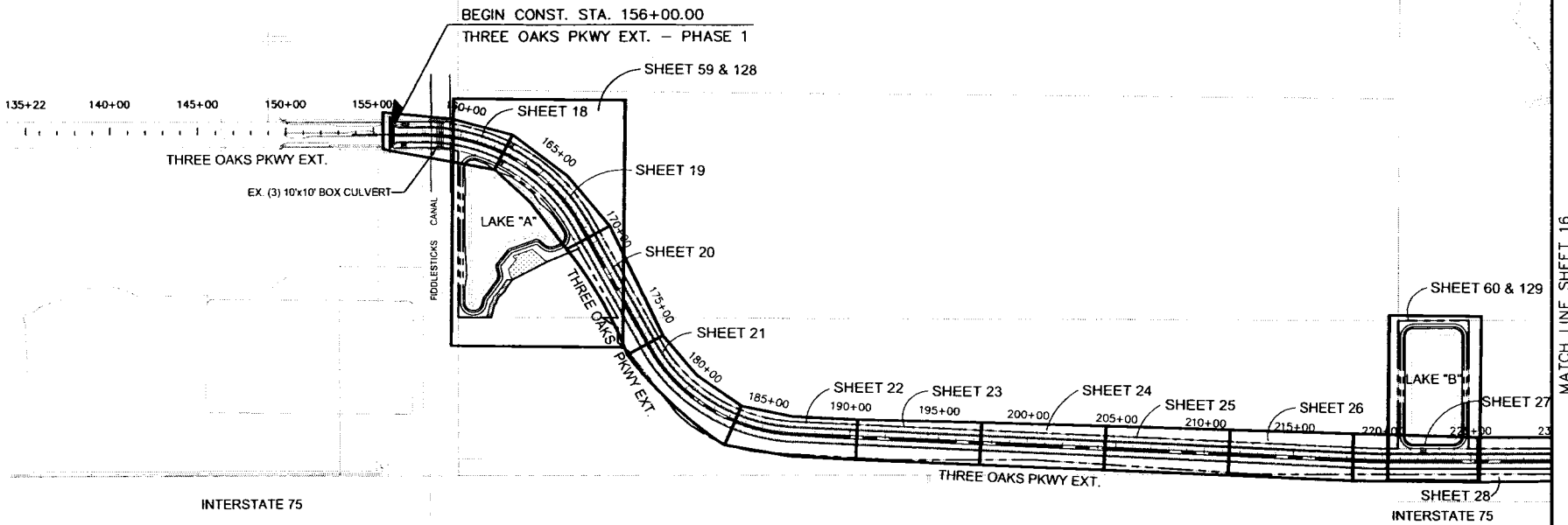


EXHIBIT "B"



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DATE	BY	REVISION DESCRIPTION


SUBMITTED 06/23/20

90% PLANS

AVALON PROJECT: 17-372
 PROJ. MGR. Jack Schragger, PE, VP
 LEE COUNTY DOT PROJECT: 0498042/498
 LOT: PROJ. MGR. WAGNET WALLER

AVALON ENGINEERING, INC.

 2503 DEL PINO BLVD. SUITE 300
 CAPE CORAL, FLORIDA 33904
 FBP# 43126 (239) 575-2077


LEE COUNTY DEPARTMENT OF TRANSPORTATION
(239) 838-8000

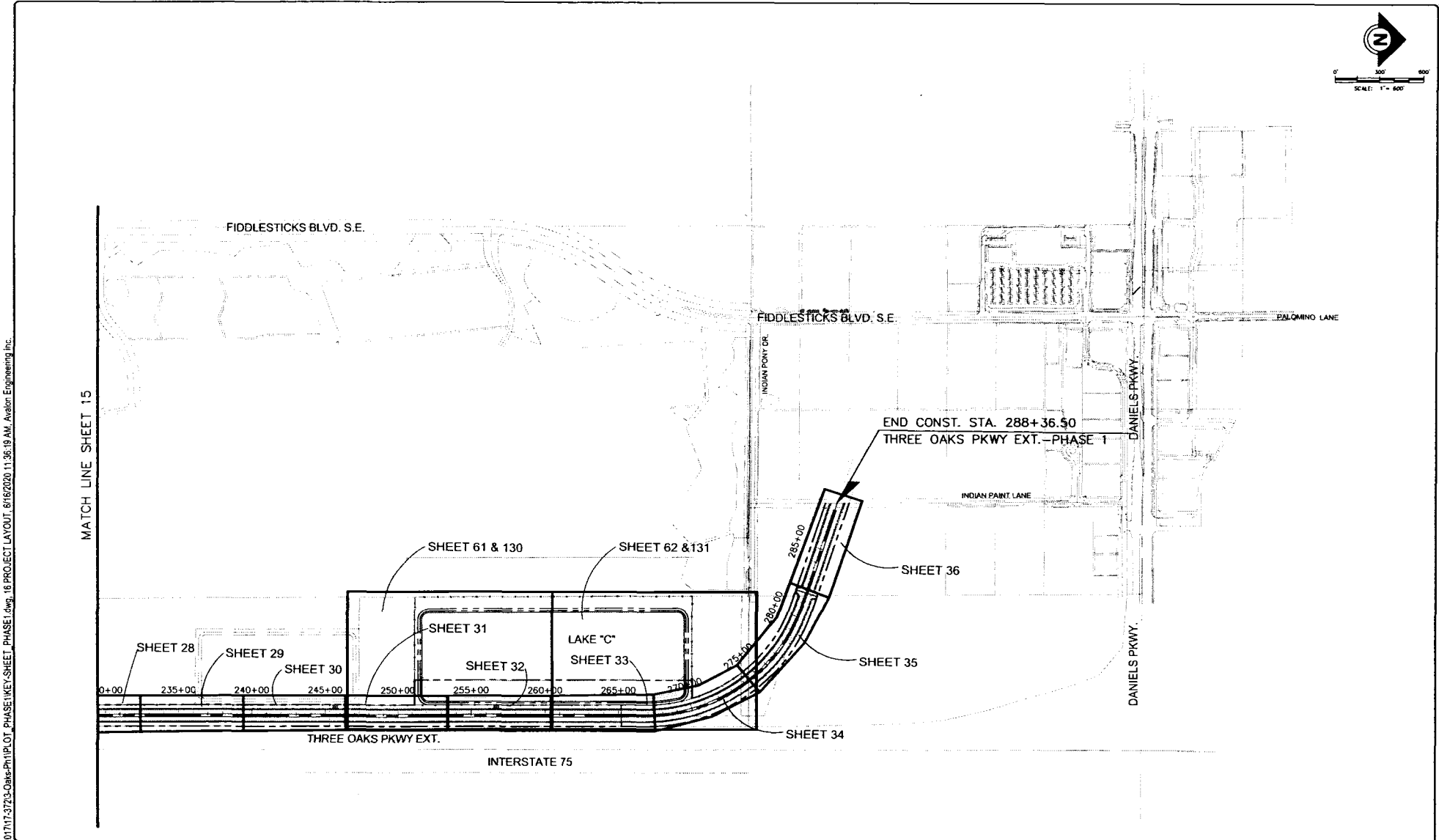
THREE OAKS PARKWAY EXTENSION

 PHASE 1: FIDDLESTICKS CANAL TO STA 200+36.50
 LEE COUNTY, FLORIDA

PROJECT LAYOUT
THREE OAKS PKWY EXT.

SHEET
15 of 132

13-1



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DATE	BY	REVISION DESCRIPTION

SUBMITTED 06/23/20

90% PLANS

AVALON PROJECT: 17-372
 PROJ. MGR. Jack Schvogler, PE, VP
 LEE COUNTY DOT PROJECT: CH1608-02/FAAS
 LEAD PROJ. MGR. VINCENT MILLER

AVALON ENGINEERING, INC.
 2503 DEL PRADO BLVD, SUITE 200
 CAPE CORRAL, FLORIDA 33904
 FPO# 45129 (239) 573-2077

LEE COUNTY DEPARTMENT
 OF
 TRANSPORTATION
 (239) 533-6569

THREE OAKS PARKWAY EXTENSION
 PHASE 1: FIDDLESTICKS CANAL TO STA 288+36.50
 LEE COUNTY, FLORIDA

PROJECT LAYOUT
 THREE OAKS PKWY EXT.

SHEET
 16 of 132

EXHIBIT "C"

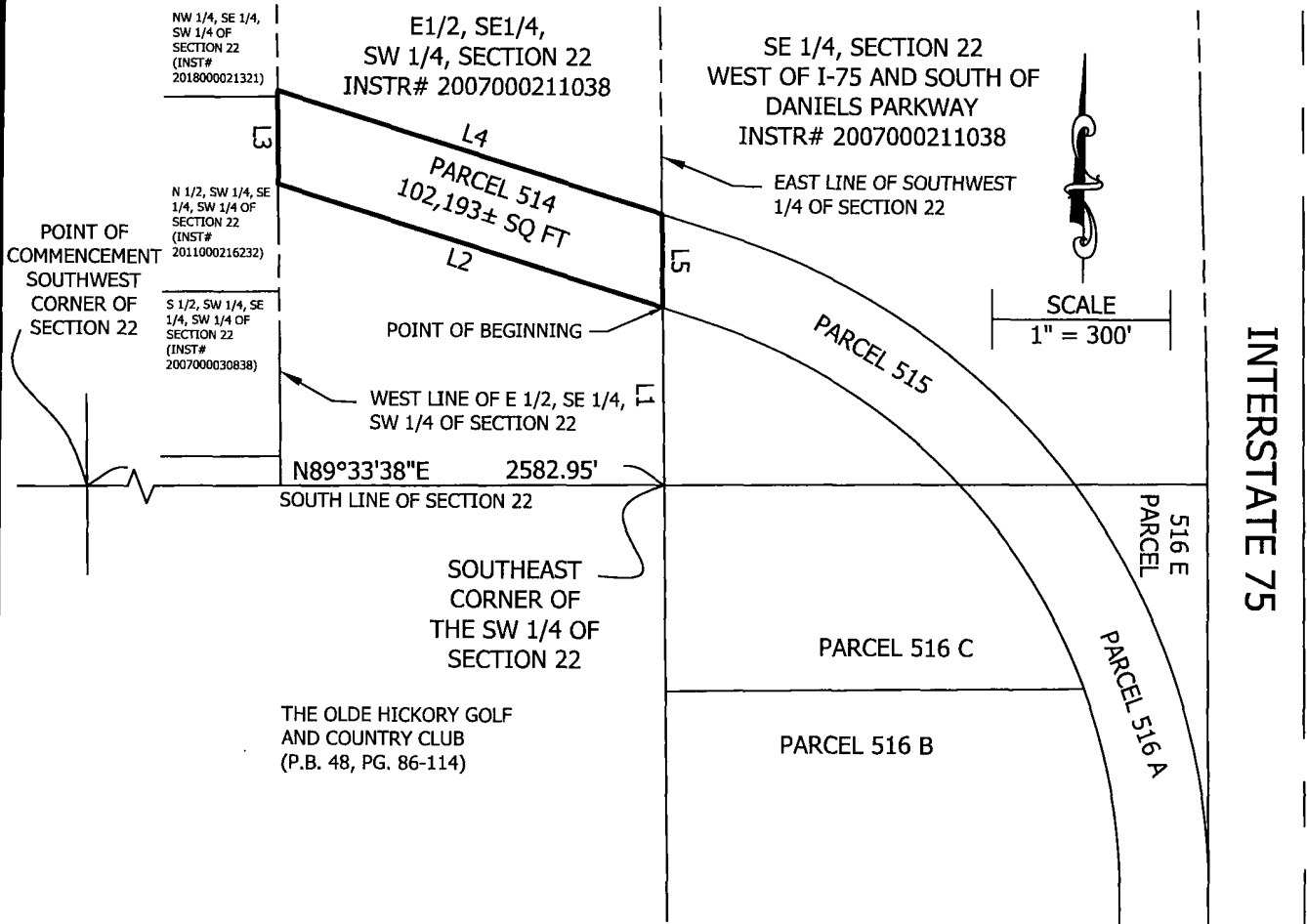
Legal Descriptions and Sketches of Parcels 514/515

Sketch

Exhibit "C"

Page 1 of 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 01°01'53" W	301.89'
L2	N 72°24'12" W	681.33'
L3	N 01°00'13" W	158.27'
L4	S 72°24'12" E	681.25'
L5	S 01°01'53" E	158.29'



SURVEY NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 22 BEING N89°33'38"E (FLORIDA WEST STATE PLANE COORDINATE SYSTEM).
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 2021, 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.B. = PLAT BOOK
- O.R. = OFFICIAL RECORDS BOOK
- INST# = INSTRUMENT NUMBER
- PG. = PAGE
- SQ FT = SQUARE FEET

Sheet 1 of 2

Sketch to Accompany Description

Parcel 514

A portion of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 45 South, Range 25 East, Lee County, Florida

THIS IS NOT A SURVEY



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 herein, made under my direction on March 16, 2021 is in accordance with the standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers to Chapter 1007, Florida Statutes, pursuant to Section 1007.027, Florida Statutes.

Digitally signed by Donald D. Stouten
DONALD D. STOUTEN
Group, Inc, ou=Ardurra Group, Inc,
email=dstouten@ardurra.com, c=US
Date: 2021.03.16 10:05:29 -04'00'

FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3839
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 # 17-0384 PREPARED FOR: Avalon Engineering

SECTION 22, TOWNSHIP 45S, RANGE 25E

Description

Exhibit "C"

Page 2 of 4

Parcel 514 Description:


A parcel of land lying in the East half (E 1/2) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of Section 22, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Southwest corner of said Section 22, thence run N89°33'38"E, along the South line of said Section 22, a distance of 2582.95 feet to the Southeast corner of the Southwest quarter (SW 1/4) of said Section 22; thence run, N01°01'53"W, along the East line of said Southwest quarter (SW 1/4), a distance of 301.89 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING, thence run N72°24'12"W a distance of 681.33 feet to an intersection with the West line of the East half (E 1/2) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of said Section 22; thence run N01°00'13"W, along said West line, a distance of 158.27 feet; thence run S72°24'12"E a distance of 681.25 feet to an intersection with the East line of the East half (E 1/2) of the Southeast quarter (SE 1/4) of the Southwest quarter (SW 1/4) of said Section 22; thence run S01°01'53"E, along said East line, a distance of 158.29 feet to the POINT OF BEGINNING.

Said parcel contains 102,193 sq. ft. or 2.35 acres (more or less)

Bearings are based on the South line of Section 22 being N89°33'38"E (Florida West state plane coordinate system).

<p>THIS IS NOT A SURVEY</p>	<p>Description to Accompany Sketch Parcel 514 <i>A portion of the East 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 22, Township 45 South, Range 25 East, Lee County, Florida</i></p>	<p><i>Not Valid without Sheet 1 of 2</i></p>
<p><i>Sheet 2 of 2</i></p>	 <p>324 Nicholas Parkway W, Unit A Cape Coral, Florida 33991 Phone: (239) 673-9541 www.Ardurra.com License #LB-2610</p> <p>ARDURRA COLLABORATE. INNOVATE. CREATE.</p>	<p>I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on March 16, 2021 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.</p> <p><i>See Sheet 1 of 2 for Signature and Seal</i></p>
<p>JOB # 17-0384 PREPARED FOR: Avalon Engineering SECTION 22, TOWNSHIP 45S, RANGE 25E</p>	<p>DONALD D. STOUTEN (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3839 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER</p>	

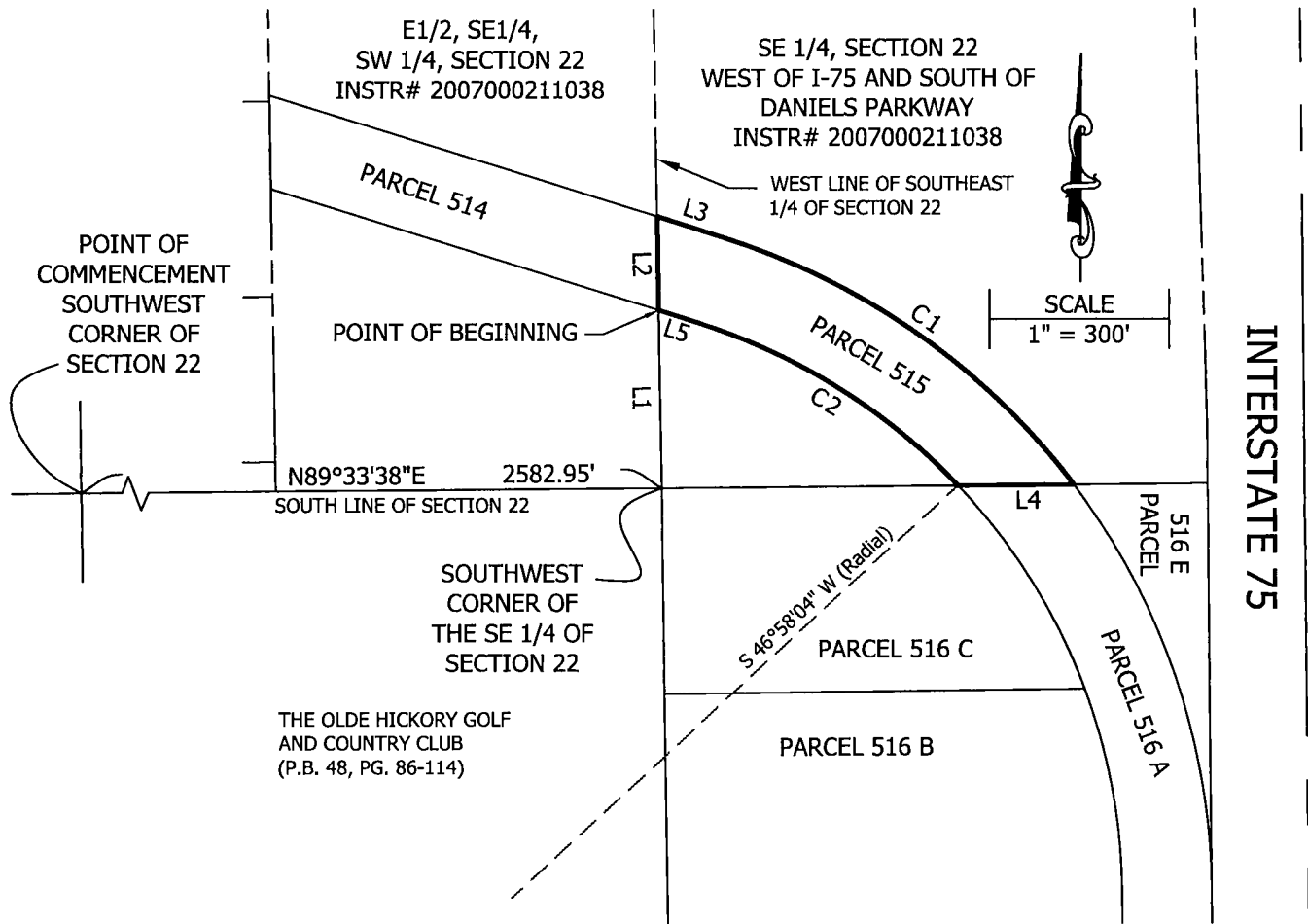
Sketch

Exhibit "C"

Page 3 of 4

LINE TABLE		
LINE	BEARING	LENGTH
L1	N 01°01'53" W	301.89'
L2	N 01°01'53" W	158.29'
L3	S 72°24'12" E	118.19'
L4	S 89°33'38" W	193.78'
L5	N 72°24'12" W	67.62'

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD LENGTH
C1	733.75	1175.00	35°46'47"	S 54°30'49" E	721.89
C2	525.44	1025.00	29°22'16"	N 57°43'04" W	519.71



SURVEY NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 22 BEING N89°33'38"E (FLORIDA WEST STATE PLANE COORDINATE SYSTEM).
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 2021, ARDURRA GROUP, INC., ALL RIGHTS RESERVED.*
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6. NOT VALID WITHOUT SHEET 2 OF 2.

LEGEND:

- P.B. = PLAT BOOK
- O.R. = OFFICIAL RECORDS BOOK
- INST# = INSTRUMENT NUMBER
- PG. = PAGE
- SQ FT = SQUARE FEET

Sheet 1 of 2

Sketch to Accompany Description

Parcel 515

A portion of the Southeast 1/4 of Section 22, Township 45 South, Range 25 East, Lee County, Florida

THIS IS NOT A SURVEY



324 Nicholas Parkway W, Unit A
Cape Coral, Florida 33991
Phone: (239) 673-9541
www.Ardurra.com
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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 March 16, 2021, Digital sign with the Florida Board of Professional Surveyors & Mappers, Chapter 111, Florida Administrative Code, pursuant to Section 112.01, Florida Statutes.

Donald D. Stouten
Surveyor & Mapper
LS 3839
STATE OF FLORIDA
Date: 2021.03.16

Stouten, Donald D
Group, Inc, ou=Ardurra
Group, Inc, email=dstouten@ardurra.com, c=US

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SHEET 1 OF 2

JOB # 17-0384 | PREPARED FOR: Avalon Engineering

SECTION 22, TOWNSHIP 45S, RANGE 25E

Description

Exhibit "C"
 Page 4 of 4

Parcel 515 Description:

A parcel of land lying in the Southeast quarter (SE 1/4) of Section 22, Township 45 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the Southwest corner of said Section 22, thence run N89°33'38"E, along the South line of said Section 22, a distance of 2582.95 feet to the Southwest corner of the Southeast quarter (SE 1/4) of said Section 22; thence run, N01°01'53"W, along the West line of said Southeast quarter (SE 1/4), a distance of 301.89 feet to the POINT OF BEGINNING.

From said POINT OF BEGINNING, thence run N01°01'53"W, continuing along said West line, a distance of 158.29 feet; thence run S72°24'12"E, departing said West line, a distance of 118.19 feet to a point of tangency; thence run 733.75 feet along the arc of said curve to the right of radius 1175.00 feet, concave to the Southwest, having a delta angle of 35°46'47", a chord bearing of S54°30'49"E and a chord length of 721.89 feet to an intersection with the South line of said Section 22; thence run S89°33'38"W, along said South line, a distance of 193.78 feet to an intersection with a non-tangent curve to which a radial line bears S46°58'04"W; thence run 525.44 feet along the arc of said non-tangent curve to the left of radius 1025.00 feet, concave to the Southwest, having a delta angle of 29°22'16", a chord bearing of N57°43'04"W and a chord length of 519.71 feet to a point of tangency; thence run N72°24'12"W a distance of 67.62 feet to the POINT OF BEGINNING.

Said parcel contains 108,516 sq. ft. or 2.49 acres (more or less)

Bearings are based on the South line of Section 22 being N89°33'38"E (Florida West state plane coordinate system).


<p>THIS IS NOT A SURVEY</p>	<p>Description to Accompany Sketch Parcel 515 <i>A portion of the Southeast 1/4 of Section 22, Township 45 South, Range 25 East, Lee County, Florida</i></p>	<p><i>Not Valid without Sheet 1 of 2</i></p>
<p><i>Sheet 2 of 2</i></p>	 <p>324 Nicholas Parkway W, Unit A Cape Coral, Florida 33991 Phone: (239) 673-9541 www.Ardurra.com License #LB-2610</p> <p>ARDURRA COLLABORATE. INNOVATE. CREATE.</p>	<p>I hereby certify that, to the best of my knowledge and belief, the sketch and description represented hereon, made under my direction on March 16, 2021 is in accordance with Standards of Practice as set forth by the Florida Board of Professional Surveyors & Mappers in Chapter 51-17, Florida Administrative Code, pursuant to Section 472.027 Florida Statutes.</p> <p><i>See Sheet 1 of 2 for Signature and Seal</i></p>
<p>JOB # 17-0384 PREPARED FOR: Avalon Engineering SECTION 22, TOWNSHIP 45S, RANGE 25E</p>	<p>ARDURRA COLLABORATE. INNOVATE. CREATE.</p>	<p>DONALD D. STOUTEN (FOR THE FIRM) FLORIDA PROFESSIONAL SURVEYOR & MAPPER NO. 3839 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OR DIGITAL SIGNATURE OF A FLORIDA LICENSED SURVEYOR AND MAPPER</p>

EXHIBIT "D"

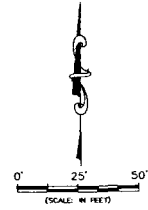
Permitted Exceptions to Title

1. Easement for Indian Paint Road recorded in Official Records Book 511, Page 518.
2. Drainage Easements recorded in Official Records Book 2441, page 3424 and Official Records Book 2252, page 305.
3. Ingress/Egress and Utility Easements as described in Instruments recorded at Official Records Book 1178, Page 1572 and Official Records Book 1560, Page 2201.
4. Non-Exclusive Easement for Roadway, Utility and Drainage Purposes as described in instrument recorded in Official Records Book 2438, Page 3436.
5. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
6. Lee County Ordinances 86-14, 86-38, 11-03 and 11-27 providing for mandatory solid waste collection and the imposition of special assessments for said collection services. The special assessments are payable with the ad valorem taxes.
7. Notwithstanding the insuring provisions under Covered Risk 4 of the Jacket of the policy to be issued, the policy will not insure any right of access to and from said land.

EXHIBIT "E"

**County DOT Plan Sheet illustrating proposed intersection location and design
within the Daniels JV Property**

EXHIBIT



NOTES:

1. THE THREE OAKS R/W WIDTH IS 150 FEET within parcels 514 and 515.
2. ADDITIONAL R/W MAY BE REQUIRED FOR TURN LANES.
3. THE TURNOUT CONSTRUCTION TO PARCELS 514 AND 515 TERMINATES BEFORE THE 150' R/W LINE. THE DEVELOPER WILL BE REQUIRED TO CONSTRUCT THE TURNOUT PORTIONS SHOWN IN DASHED LINES.
4. THE TURN LANES ARE SUBJECT TO ADJUSTMENT BY THE DEVELOPER IF REQUIRED BY THE LEE DEVELOPMENT ORDER TRAFFIC REPORT.

PARCEL 514

PARCEL 515

THREE OAKS PKWY

INDIAN PAINT LANE

INDIAN PONY DRIVE

EXHIBIT "E"

		DATE	BY	REVISION DESCRIPTION	AVALON PROJECT: 17-372 PROJ. MGR: Jack Schwager, PE, VP LEE COUNTY DOT PROJECT: CH#6042/AM# LODG PROJ. MGR: VINCENT MILLER	AVALON ENGINEERING, INC. 2503 DEL PRADO BLVD, SUITE 200 CAPE CORAL, FLORIDA 33904 (239) 431-1100 (239) 573-2077	LEE COUNTY DEPARTMENT OF TRANSPORTATION (239) 503-8940	THREE OAKS PARKWAY EXTENSION PHASE I: FIDDLESTICKS' CANAL TO STA 280+36.50 LEE COUNTY, FLORIDA	PARCELS 514 & 515 RIGHT-OF-WAY	SHEET 1 of 1
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EXHIBIT "F"

Fire Station Parcel



- EXHIBIT "F" -

LEGAL DESCRIPTION

A tract or parcel of land lying in the Southwest Quarter (SW (1/4)) of Section 22, Township 45 South, Range 25 East, Lee County, Florida, said tract or parcel is further described as follows:

Commence at the Center of said Section 22; thence run South 01°01'38" East along the East line of said Southwest Quarter (SW (1/4)) of Section 22, for 162.85 feet to a concrete monument on the South R/W line of an access road along Daniels Road, said concrete monument is the Point of Beginning of the parcel herein described:

From said Point of Beginning continue South 01°01'38" East along said East line of the Southwest Quarter (SW (1/4)) of Section 22, for 167.757 feet more or less to a concrete monument, being the Southeast corner of the North Half (N (1/2)) of the Northeast Quarter (NE (1/4)) of the Northeast Quarter (NE (1/4)) of said Southwest Quarter (SW (1/4)) of Section 22; thence run South 89°34'27" West along the South line of said fraction for 100.00 feet; thence run North 01°01'38" West, parallel to said East line of the Southwest Quarter (SW (1/4)) for 167.488 feet to a point on the aforementioned South R/W line of a access road; thence run North 89°25'12" East along said R/W line for 100.00 feet to the Point of Beginning.

AND

A tract or parcel of land lying in the Southwest Quarter (SW (1/4)) of Section 22, Township 45 South, Range 25 East, Lee County, Florida, said tract or parcel is further described as follows:

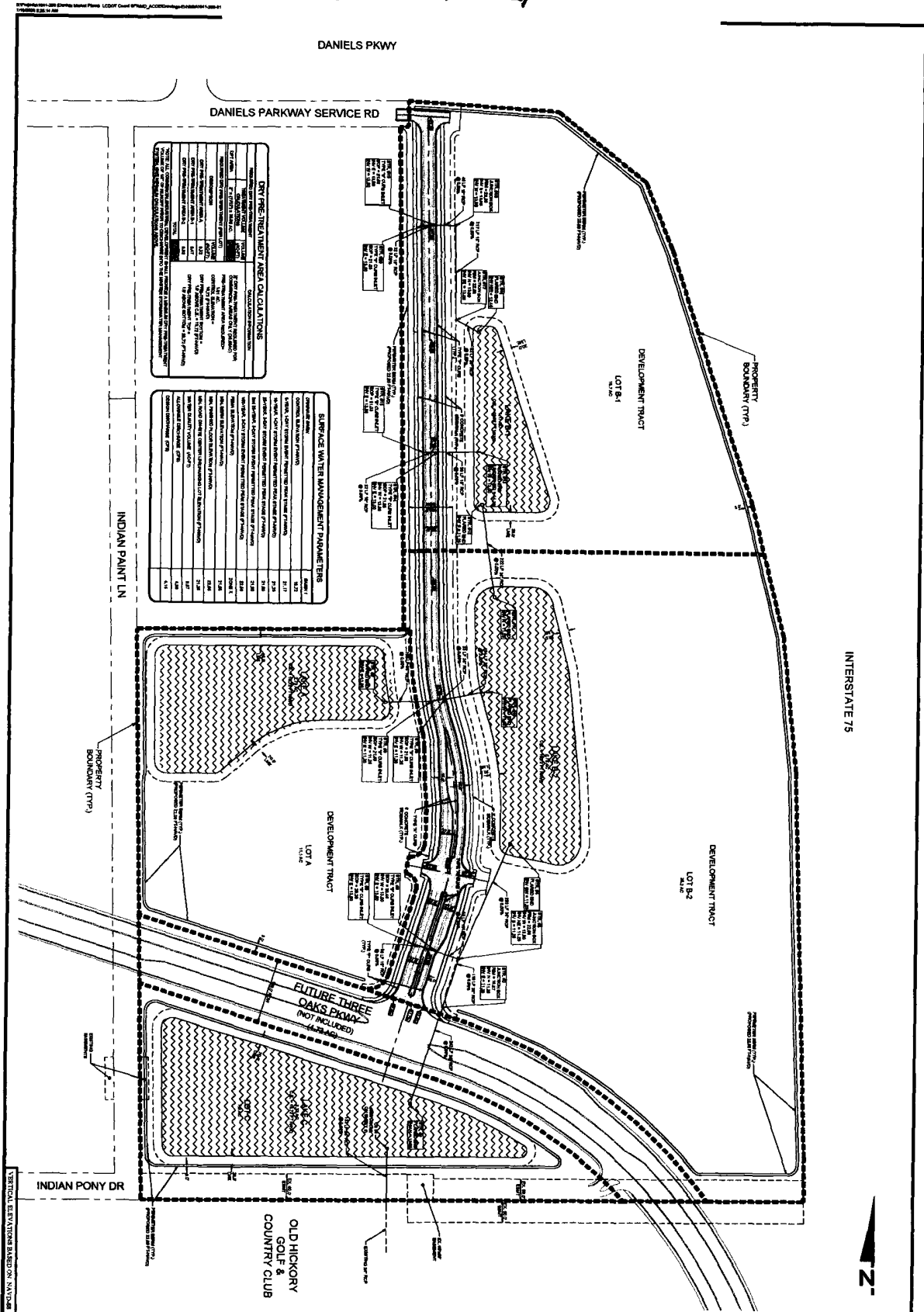
Commence at the Center of said Section 22; thence run South 01°01'38" East along the East line of said Southwest Quarter (SW (1/4)) of Section 22, for 162.85 feet to a concrete monument on the South R/W line of an access road along Daniels Road; thence continue South 01°01'38" East along said East line of Southwest Quarter (SW (1/4)) of Section 22 for 167.757 feet more or less to a concrete monument, being the Southeast corner of the North Half (N (1/2)) of the Northeast Quarter (NE (1/4)) of the Northeast Quarter (NE (1/4)) of said Southwest Quarter (SW (1/4)) of Section 22; thence run South 89°34'27" West along the South line of said fraction for 100.00 feet to the Point of Beginning of the parcel herein described:

From said Point of Beginning run North 01°01'38" West, parallel to said East line of the Southwest Quarter (SW (1/4)) for 167.488 feet to a point on the aforementioned South R/W line of an access road; thence run South 89°25'12" West along said R/W line for 32.00 feet; thence run South 01°01'38" East for 167.402 feet to a point on the aforementioned South line of a fraction; thence run North 89°34'27" East along said fractional line for 32.00 feet to the Point of Beginning.

EXHIBIT "G"

Location of the Culvert

EXHIBIT "G"



DIV. PRE-TREATMENT AREA CALCULATIONS

TYPE	AREA (SQ. FT.)	PERCENT	PERCENTAGE OF TOTAL
STORMWATER	1,200,000	100%	100%
SEWER	1,200,000	100%	100%
TOTAL	2,400,000	100%	100%

SURFACE WATER MANAGEMENT PARAMETERS

PARAMETER	VALUE
DESIGN FLOW (MGD)	1.0
DESIGN VELOCITY (FPS)	2.0
DESIGN CHANNEL WIDTH (FT)	10.0
DESIGN CHANNEL DEPTH (FT)	4.0
DESIGN CHANNEL SLOPE (PERCENT)	0.5
DESIGN CHANNEL MATERIAL	CONCRETE
DESIGN CHANNEL LENGTH (FT)	100.0
DESIGN CHANNEL VOLUME (CU. FT.)	160,000
DESIGN CHANNEL STORAGE (CU. FT.)	160,000
DESIGN CHANNEL TIME (MIN)	1.0
DESIGN CHANNEL LOSS (MGD)	0.0
DESIGN CHANNEL EFFICIENCY (PERCENT)	100

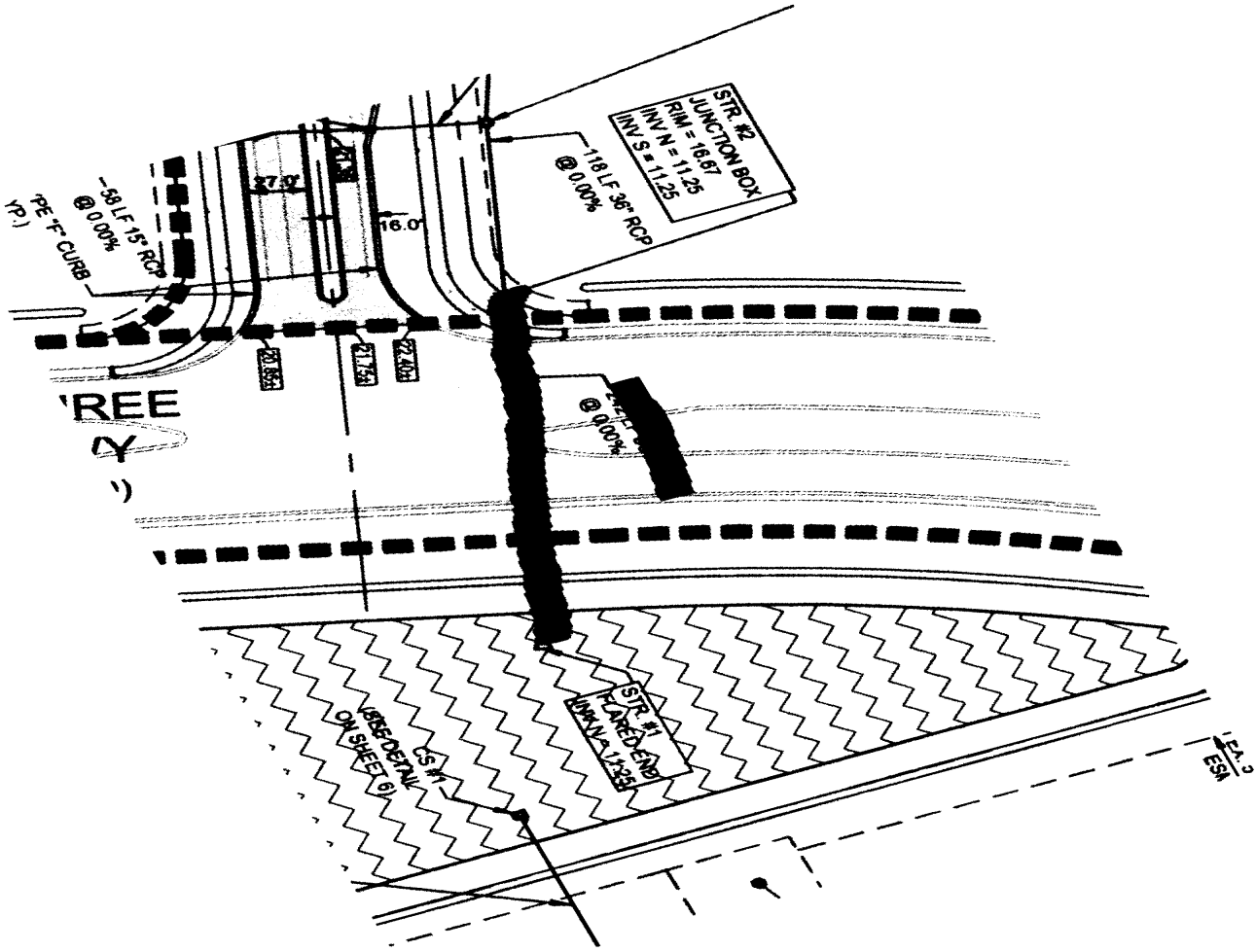
PLAN REVISIONS

NO.	DATE	DESCRIPTION
1	10/15/2021	ISSUED FOR PERMIT
2	10/15/2021	ISSUED FOR PERMIT
3	10/15/2021	ISSUED FOR PERMIT
4	10/15/2021	ISSUED FOR PERMIT
5	10/15/2021	ISSUED FOR PERMIT
6	10/15/2021	ISSUED FOR PERMIT
7	10/15/2021	ISSUED FOR PERMIT
8	10/15/2021	ISSUED FOR PERMIT
9	10/15/2021	ISSUED FOR PERMIT
10	10/15/2021	ISSUED FOR PERMIT

ENVIRONMENTAL RESOURCE PERMIT PLANS FOR
DANIELS MARKET PLACE
 CLIENT: DANIELS PARKWAY JV INVESTMENT, LLC
 PAVING, GRADING, AND DRAINAGE PLAN

WALDROP ENGINEERING

10000 DANIELS PARKWAY, SUITE 100, DANIELS, MISSISSIPPI, 39234
 P: 662-888-7777, F: 662-888-7777, WWW.WALDROPENGINEERING.COM



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