Memorandum
from the
Department of County Lands

Title Certification
Strap Number(s): 12-45-24-00-00001.0000
Folio ID(s):10196128

Certified to: Lee County Port Authority and South Florida Water Management District

Effective Date of Title Certification: July 31, 2023 at 5:00 pm

I have searched the Public Records of Lee County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A". I have made a careful examination of the Public Records of Lee County, Florida, with respect to the real property described in attached Exhibit "A". Based on the foregoing, we hereby certify Record Title to the above-described real property, as to the Effective Date of the Title Certification set forth above, is vested in:

Lee County as shown in attached Exhibit "B".

The following are all of those persons or entities holding a mortgage secured by the property:

N/A

The following are easements, rights of way and encumbrances affecting the property:

1) Dedications referenced in the Plat of Page Park in favor of Lee County recorded November 3, 1947, Plat Book 8, Page 92, in the Public Records of Lee County, Florida.

2) Quitclaim Deed and Surrender of Lease between the United States of America, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the power and authority contained in the provisions of the Surplus Property Act of 1944 and the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida recorded July 2, 1947, Miscellaneous Book 25, Page 260; Supplemental Quitclaim Deed between the United States of America, acting by and through the War Assets Administrator, under and pursuant to Reorganization Plan One of 1947and the powers and authority contained in the provision of the Surplus Property Act of 1944 and the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the

State of Florida recorded July 8, 1948, Deed Book 188, Page 493; Deed of Release between United States of America, Acting by and through the Administrator of Federal Aviation Administration, Department of Transportation and the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida recorded March 25, 1996, Official Records Book 2688, Page 1578, all in the Public Records of Lee County, Florida.

3) Lee County Ordinances relating to garbage and solid waste collection, recorded November 30, 1990, Official Record Book 2189, Pages 3281, in the Public Records of Lee County, Florida.

4) Land Lease for Construction of a Hangar Building at Page Field General Aviation Airport between Lee County Port Authority, a special district and political subdivision of the State of Florida and Switlik Aviation Maintenance, Inc. a Florida corporation recorded March 7, 2003, Official Records Book 3865, Page 1201; First Amendment to Land Lease for Construction and Operation of a Flight School at Page Field recorded January 29, 2021, Instrument No. 2021000029827; Second Amendment to Land Lease for Construction and Operation of a Flight School at Page Field recorded January 29, 2021, Instrument No. 2021000029828, both in the Public Records of Lee County, Florida.

5) Easement between Lee County, a political subdivision of the State of Florida and Florida Power & Light Company recorded July 6, 2006, Instrument No. 2006000267678, in the Public Records of Lee County, Florida.

6) Utility Easement between Lee County, a political subdivision of the State of Florida and Florida Power & Light Company recorded April 3, 2019, Instrument No. 2019000073627, in the Public Records of Lee County, Florida.

NOTE: Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.

Tax Status:
12-45-24-00-00001.0000 – Subject property is asse
local government exemption of $11,714,417.00.Non
2022 were paid on December 28, 2022 in the amou

NOTE: This Property is tax exempt.

The undersigned hereby certifies that the forego
comprehensive search of the Public Records of
apparent ownership of the lands described
encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____
Marja Borkert
Property Acquisition Assistant

ssed at $11,714,417.00 for 2023 with
l-Ad Velorum Assessments taxes for
nt of $2,246.73.

ing Title Search Report reflects a
Lee County, Florida, showing the
above, together with outstanding

S:\County Lands\POOL\PORT AUTHORITY- Page Field\2023 Title\Lee Coun
County_207-647 Danley_10196128.docx

ty_207-647 Danley_10196128\Title Cert Lee

Exhibit "A"

(Deed Book 143, Page 577)¶

North Half (N½) of Section Twelve (12) Township Forty-five (45) South, Range Twenty-four (24) East,

LESS:

Seaboard Air Line right-of-way through said land, and SUBJECT to all rights-of-way existing in or over said land, and especially for right-of-way for Iona Drainage District canals, and to all installments of Iona Drainage District taxes or assessments due and payable on and after January 1, 1936, and to all unpaid State and County taxes, and other taxes and assessments of whatsoever nature now existing against said land.

¶

(Deed Book 146, Page 591)¶

Beginning at the Northwest corner of Section 12, in Township 45 South of Range 24 East thence run Southerly along the center line of State Road 27, known as Tamiami Trail, a distance of eighteen hundred fifty one and 53/100 feet (1851.53), thence run Easterly at right angle to the center line of said road a distance of three hundred feet the point of beginning of the land hereby conveyed, thence run Northerly and parallel with the center line of said road a distance of four hundred feet, thence run Easterly on a line perpendicular to the center line of said road a distance of four hundred feet, thence run Southerly parallel to the center line of said road a distance of four hundred feet, and thence run Westerly four hundred feet to the point of beginning of the land here conveyed; together with the right of ingress and egress to and from said land here conveyed to and from said road over the lands of the party of the first part, by the nearest practical route. ¶

LESS:

(Official Records Book 2688, Page 1578)¶

A tract or parcel of land lying in and being a part of Lee County Airport (Page Field) bounded on the south by Lot 1, Block U, on the west by the east right of way line of Sixth Street, on the north by the easterly prolongation of the north right of way line of Danley Drive, all of which are shown on the Plat of Page Park, a Subdivision recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, and on the east by a parcel recorded in Official Record Book 990 at Pages 290 and 291 Public Records of Lee County, Florida, Section 12, Township 45 South, Range 24 East being more particularly described as follows:

Commencing at the northeast corner of Lot. 1, Block U at the northeast corner of Page Park Subdivision as recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, said northeast corner being the point of beginning of the tract or parcel described herein; thence N09°04'46"W (N89°04'20"W-Plat) along the north line of said Lot 1, Block U for 137.20 feet (137.16 feet-Plat) to the northwest corner of said Lot 1 and the east right of way line of Sixth Street (65 feet in width); thence N00°28'27"W (N00°28'01"W-Plat) for 79.94 feet (80.01 feet-Plat) to the north right of way line of Danley Drive; thence S89°04'46"E (S89°04'20"E-Plat) along the easterly prolongation of the north right of way line of Danley Drive for 137.20 feet to the westerly line of the former S.A.L. Railroad right of way as recorded in Official Record Book 990 at Pages 290 and 291, Public Records of Lee County, Florida, thence S00°28'38"E along said right of way line for 79.94 feet to the northeast corner of said Lot 1, Block U of aforesaid Page Park Subdivision and the point of beginning, containing 10,964.72 square feet (0.2517 acres) more or less.

Exhibit "B"

Lee County by Warranty Deed from the State of Florida by and through its component agency, the State Road Department of the State of Florida, a corporate body recorded August 1, 1942, Deed Book 146, Page 591, in the Public Records of Lee County, Florida.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Filed and duly recorded on this
the 10th day of September, A. D. 1941.
D. T. Farabee, Clerk Circuit Court.
By Ellen Petrick D. C.

94225

THIS INDENTURE, Made and executed this 29th day of August, A. D. 1941, between IONA CORPORATION, a Corporation existing under the Laws of the State of Florida, having its principal place of business in Fort Myers, Lee County, State of Florida, party of the First Part, and COUNTY OF LEE, a political subdivision of the State of Florida, Party of the Second Part,

WITNESSETH, That for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations in hand paid to the Party of the First Part, receipt whereof is hereby acknowledged, said Party of the First Part does hereby grant, bargain, sell, convey and confirm unto the said Party of the Second Part, and its successors and assigns, forever, that certain piece, parcel, lot or tract of land situate, lying and being in Lee County, Florida, more particularly described as follows, to-wit:

North Half (N½) of Section Twelve (12) Township Forty-five (45) South, Range Twenty-four (24) East,

LESS:

Seaboard Air Line right-of-way through said land, and SUBJECT to all rights-of-way existing in or over said land, and especially for right-of-way for Iona Drainage District canals, and to all installments of Iona Drainage District taxes or assessments due and payable on and after January 1, 1938, and to all unpaid State and County taxes, and other taxes and assessments of whatsoever nature now existing against said land.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, and its successors and assigns, in fee simple forever.

And the said Party of the First Part does hereby warrant the title to said premises unto the said Party of the Second Part, and its successors and assigns, as against all parties claiming by, through or under the said Party of the First Part.

IN WITNESS WHEREOF, said IONA CORPORATION, a corporation, has caused these presents to be executed by its President and Secretary, respectively, each thereunto duly authorized, and has affixed its corporate seal the day and year first above written.

Signed, sealed and delivered
in presence of:
Constance P. Finger
Addie R. DesRochers
(CORPORATE SEAL)
CORPORATE SEAL

IONA CORPORATION
By J. A. Franklin
As President
ATTEST:
R. A. Henderson Jr.
As Secretary

$.10 STATE DOCUMENTARY STAMPS CANCELLED

STATE OF FLORIDA)
)
COUNTY OF LEE)

Personally appeared before me J. A. FRANKLIN and R. A. HENDERSON, Jr., both to me well known and known to me to be the persons described in and who executed the foregoing,

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

DEED Book 146

Signed, sealed and delivered
in presence of:
Leonard T. Tremblay
Helen Randall

STATE OF NEW JERSEY
COUNTY OF Passaic

I, an officer authorized to take acknowledgments of deeds according to the laws of the State of New Jersey, duly qualified and acting, HEREBY CERTIFY that JERE L. WENTZ and ADA M. WENTZ, husband and wife, to me personally known, this day acknowledged before me that they executed the foregoing instrument, and I FURTHER CERTIFY that I know the said persons making said acknowledgment to be the individuals described in and who executed the said instrument.

AND I FURTHER CERTIFY, that the said ADA M. WENTZ, is known to me to be the wife of said JERE L. WENTZ, and that she this day acknowledged to and before me, separately and apart from her husband, that she executed the said instrument for the purpose of renouncing and relinquishing her dower and right of tower and separate estate in and to the lands therein described, and that she executed the same freely and voluntarily and without compulsion, constraint, apprehension or fear of or from her said husband.

IN WITNESS WHEREOF, I hereunto set my hand and official seal at Clifton, said County and State, this 17th day of August, A.D. 1942.

Leonard T. Tremblay, Notary Public
My commission expires Feb 10, 1943

NOTARY PUBLIC SEAL AFFIXED
Filed and duly recorded this the
27th day of August A. D. 1942,
D. T. Farabee, Clerk Circuit Court
BY Lois Farabee D.C.

#9C819

SHD NO. 4 & 7
PROJECT S47 (5196)
STATE ROAD #27
COUNTY Lee

THIS DEED, Made and entered into this 21st day of August A. D., 1942, by and between the STATE OF FLORIDA by and through its component agency, the STATE ROAD DEPARTMENT of the STATE OF FLORIDA, a corporate body, party of the first part, and Lee County, a political Subdivision of Florida, party of the second part.

WHEREAS, The party of the first part was granted bargained, sold and conveyed a parcel of land for Borrow Pit purposes, in order to construct a part of State Road No. 27 in Lee County, Florida by Iona Corporation, which is recorded in Deed Book 139, page 263 of the public records of Lee County, Florida; and,

WHEREAS, The land covered by the above said deed as hereinafter described, is no longer necessary for borrow pit purposes, and the party of the first part desires to quit claim the above said right of way to the party of the second part.

NOW, THEREFORE, WITNESSETH: That for and in consideration of the sum of One Dollar and other good and valuable considerations paid by the second party to the first party, the receipt whereof being hereby acknowledged, the said party of the first part does by these premises remise, release and forever quit claim unto the said party of the second part its successors and assigns forever the following described land lying and being in the County of Lee, State of Florida, to-wit:

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Beginning at the Northwest corner of Section 12, in Township 45 South of Range 24 East thence run Southerly along the center line of State Road 27, known as Tamiami Trail, a distance of eighteen hundred fifty one and 53/100 feet (1851.53), thence run Easterly at right angle to the center line of said road a distance of three hundred feet the point of beginning of the land hereby conveyed, thence run Northerly and parallel with the center line of said road a distance of four hundred feet, thence run Easterly on a line perpendicular to the center line of said road a distance of four hundred feet, thence run Southerly parallel to the center line of said road a distance of four hundred feet, and thence run Westerly four hundred feet to the point of beginning of the land here conveyed; together with the right of ingress and egress to and from said land here conveyed to and from said road over the lands of the party of the first part, by the nearest practical route.

DESCRIPTION APPROVED
DIVISION OF RIGHTS OF WAY
STATE ROAD DEPT. OF FLORIDA

C J DeCamps
Division Engineer
B AUG 19 1942

TO HAVE AND TO HOLD all and in singular the above mentioned and described premises with the appurtenances unto the said party of the second part and its successors and assigns forever.

IN WITNESS WHEREOF: The said party of the first part has caused these presents to be signed in its name by its Chairman and its Corporate Seal to be affixed and attested to by its Secretary the day and year first above written.

Signed, sealed and delivered
in the presence of:

L A Fraleigh Jr.

Verna Thornton

STATE ROAD DEPARTMENT OF FLORIDA

BY: Thos A Johnson
CHAIRMAN

ATTEST: H H Baskin
SECRETARY

(SEAL)

SEAL AFFIXED

LEGAL FORM APPROVED
T. M. Shackleford Jr.
Attorney S R D

STATE OF FLORIDA)
(
COUNTY OF LEON)

I HEREBY CERTIFY, that on this 21 day of Aug A. D., 1942, before me the undersigned authority, a Notary Public of the State of Florida at Large, personally appeared THOS. A. JOHNSON and H. H. BASKIN, respectively Chairman and Secretary of the State Road Department of Florida, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned and that they affixed thereto the official seal of said State Road Department of Florida and the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal the day and year last aforesaid.

L A Fraleigh Jr.
Notary Public, State of Florida at Large

My commission expires:

Notary Public, State of Florida at large,
My commission expires Aug. 22, 1945,
Bonded by American Surety Co. of N. Y.

(SEAL)

NOTARY PUBLIC SEAL AFFIXED

Lee County Property Appraiser

Tax Year 2023

Property Data

STRAP: 12-45-24-00-00001.0000 Folio ID: 10196128

Generated on 8/25/2023 2:32 PM

Owner Of Record - Sole Owner [Change Address]

LEE COUNTY
c/o PORT AUTHORITY
PO BOX 2463
FORT MYERS FL 33902

Site Address

Site Address maintained by E911 Program Addressing

203-647 DANLEY DR
FORT MYERS FL 33907

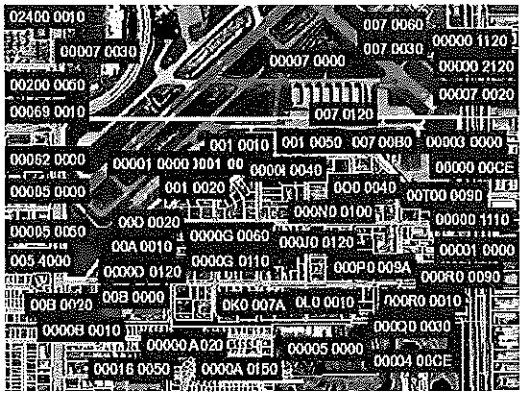
SEE ALTERNATE ADDRESS INFORMATION SECTION BELOW

Property Description

Do not use for legal documents!

PARL IN N1/2 DESC ORS 143/ 577 + 146/591 (PAGE FIELD) LES R/W OR 2688/1578

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Hurricane Ian Tax Roll Value Letter Tax Refund Status

Just	11,714,417

Attributes

Land Units Of Measure	AC
Units	107.04
Total Number of Buildings	8
Total Bedrooms / Bathrooms / Fixtures (multiple buildings, see Appraisal Details below)	0 / 7.0 / 24
Gross Building Area (multiple buildings, see Appraisal Details below)	61,170
1st Year Building on Tax Roll	1967
Historic Designation	No

Image of Structure

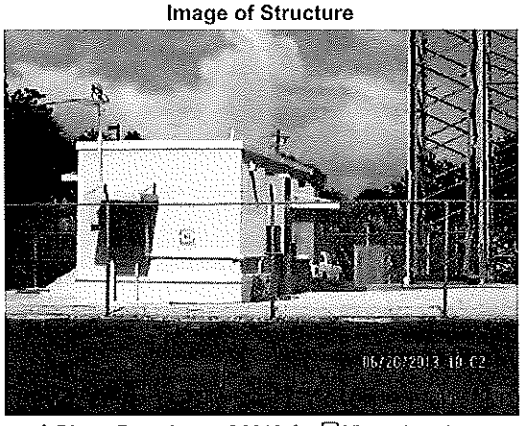


Photo Date June of 2013 View other photos

Last Inspection Date: 05/23/2019

Exemptions / Classified Use (Current)

Generated on 8/25/2023 2:32 PM

Exemptions / Classifed Use (2023 TRIM)

Generated on 8/25/2023 2:32 PM

Values (2023 TRIM)

Generated on 8/25/2023 2:32 PM

Taxing Authorities

Generated on 8/25/2023 2:32 PM

Sales / Transactions

Generated on 8/25/2023 2:32 PM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
0.00	08/01/1942	146/591	03		V
100.00	08/01/1941	143/577	04		V

View Recorded Plat at LeeClerk.org

Use the above link to do a search on the Lee County Clerk of Courts website, using **2688** and **1578** for the book and page numbers and **Official Records** for the book type.

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

Building / Construction Permit Data
Generated on 8/25/2023 2:32 PM

Parcel Numbering History
Generated on 8/25/2023 2:32 PM

Location Information
Generated on 8/25/2023 2:32 PM

Solid Waste (Garbage) Roll Data
Generated on 8/25/2023 2:32 PM

Flood and Storm Information
Generated on 8/25/2023 2:32 PM

Alternate Address Information
Generated on 8/25/2023 2:32 PM

Address History
Generated on 8/25/2023 2:32 PM

Appraisal Details (2023 TRIM)
Generated on 8/25/2023 2:32 PM

Appraisal Details (Current Working Values)
Generated on 8/25/2023 2:32 PM

Previous Parcel Number
Next Parcel Number New Query Search Results

Generated on 8/25/2023 2:32 PM

TRIM (proposed tax) Notices are available for the following tax years

[2007 2008 2009 2010 2011 2012 2013 2014 2015 2016 2017 2018 2019 2020 2021 2022 2023]
Home

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR LEE COUNTY, FLORIDA **2022 Paid Real Estate**

Account Number:
12-45-24-00-00001.0000

Alternate Key:
2100287288

Millage Code:
050

Site Address / Legal Description:
207-647 DANLEY DR

PARL IN N1/2 DESC ORS 143/ 577 + 146/591
(PAGE FIELD) LES R/W OR 2688/1578

*** See message below**

LEE COUNTY
C/O PORT AUTHORITY
PO BOX 2463
FORT MYERS, FL 33902

Amount Due:	If Paid By:
$0.00	Dec 31, 2022

Paid 12/28/2022 DP-00-00798044 $2,246.73

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	11,683,616	11,683,616	0	0.00
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	12,226,969	12,226,969	0	0.00
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.3090	12,226,969	12,226,969	0	0.00
LEE COUNTY ALL HAZARDS - MSTU	239-533-2221	0.0693	11,683,616	11,683,616	0	0.00
LEE COUNTY UNINCORPORATED - MSTU	239-533-2221	0.8398	11,683,616	11,683,616	0	0.00
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	11,683,616	11,683,616	0	0.00
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	11,683,616	11,683,616	0	0.00
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	11,683,616	11,683,616	0	0.00
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	11,683,616	11,683,616	0	0.00
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0225	11,683,616	11,683,616	0	0.00
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	11,683,616	11,683,616	0	0.00
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	11,683,616	11,683,616	0	0.00

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount
LEE COUNTY SOLID WASTE ASSESSMENT	239-533-8000		2,340.34

Keep for your records

2022 Combined Total Ad Valorem and Non-Ad Valorem: $2,340.34

2022 Paid Real Estate

12/28/2022
DP-00-00798044
$2,246.73

Account:	12-45-24-00-00001.0000
Site Address:	207-647 DANLEY DR, FORT MYERS, 33907
Alternate Key:	2100287288
If Paid By:	**Amount Due:**
Dec 31, 2022	$0.00

Phone/Email Contact: _____

***If the address below is not correct, visit www.leepa.org to update your address.**

LEE COUNTY
C/O PORT AUTHORITY
PO BOX 2463
FORT MYERS, FL 33902

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

P/B 8, PAGE 92

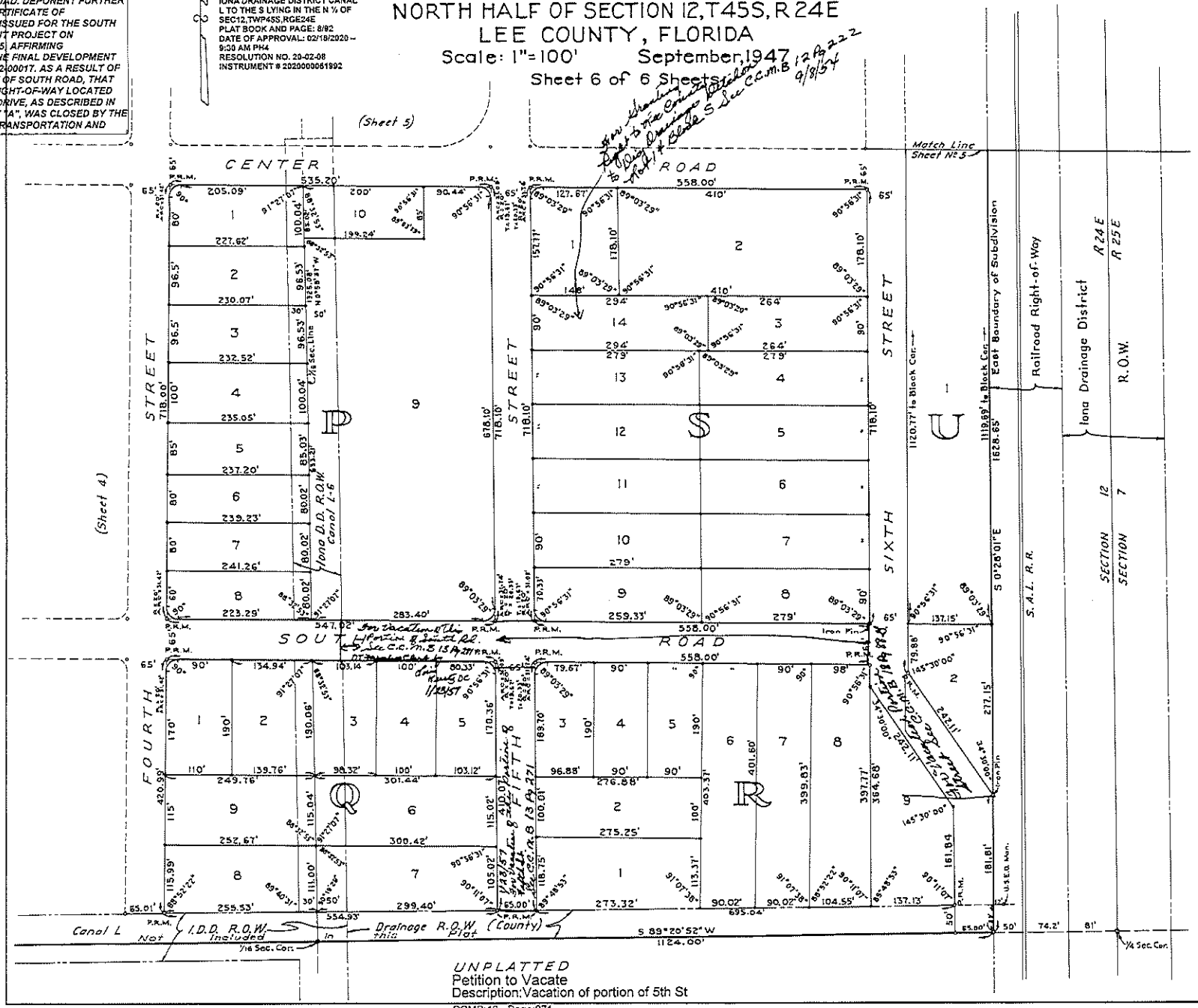
TERMINATION OF THOROUGHFARE AFFIDAVIT INSTR#2017000139236, RECORDED 6/27/2017; DESCRIPTION: THE DEPONENT KNOWS AND VERILY SAYS LEE COUNTY, THROUGH ITS EMPLOYEES AND CONTRACTORS MAINTAINED SOUTH ROAD, BETWEEN U.S. 41(CLEVELAND AVENUE) AND DANLEY DRIVE, UNTIL IT WAS REALIGNED AND RENAMED TO SOUTH AIRPORT ROAD. DEPONENT FURTHER STATES THAT A CERTIFICATE OF COMPLIANCE WAS ISSUED FOR THE SOUTH ROAD REALIGNMENT PROJECT ON SEPTEMBER 23,2015. AFFIRMING COMPLETION OF THE FINAL DEVELOPMENT ORDER NO DOS2012-00017. AS A RESULT OF THE REALIGNMENT OF SOUTH ROAD, THAT PORTION OF THE RIGHT-OF-WAY LOCATED WEST OF DANLEY DRIVE, AS DESCRIBED IN ATTACHED EXHIBIT "A", WAS CLOSED BY THE DEPARTMENT OF TRANSPORTATION AND

PETITION TO VACATE:
VAC2019-00019
DESCRIPTION:PORTION OF THIRD ST BOUNDED BY E LINE OF BLK K TO THE W, THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH ST TO THE N, W LINE OF BLK L TO THE E & N RIGHT-OF-WAY LINE OF IONA DRAINAGE DISTRICT CANAL L TO THE S LYING IN THE N ½ OF SEC12,TWP45S,RGE24E
PLAT BOOK AND PAGE: 8/92
DATE OF APPROVAL: 02/18/2020 – 9:30 AM PH4
RESOLUTION NO. 20-02-08
INSTRUMENT # 2020000061992

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 6 of 6 Sheets

Now Standing of Record in the Commissioners Minutes as Right of Way to Iona Drainage District Canal L Lot 1 & Block S Sec C.C.M.B 12 Pg 222 9/8/54

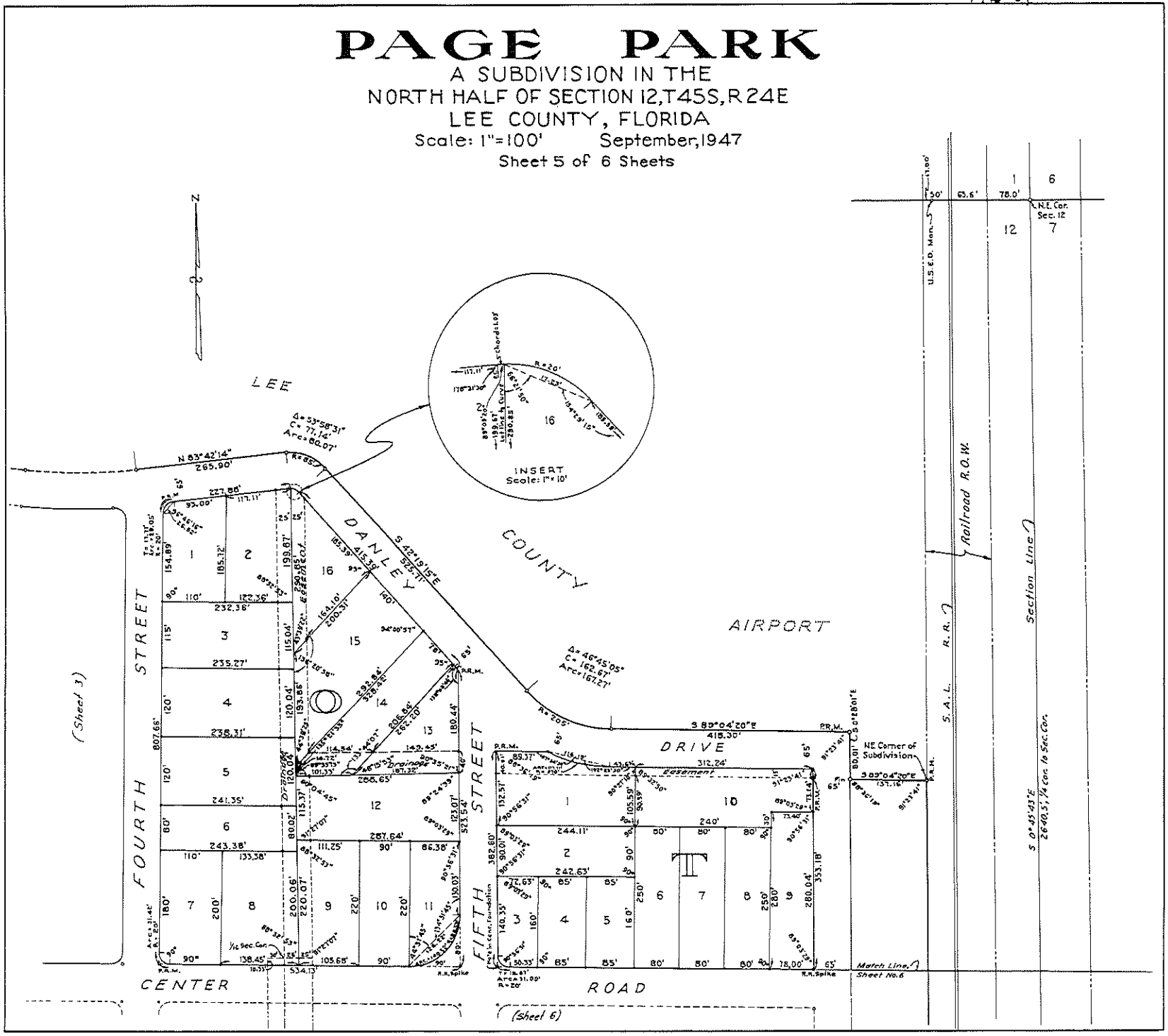


UNPLATTED
Petition to Vacate
Description:Vacation of portion of 5th St
CCMB:13 Page:271
Date of Approval:1/23/57

DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 5 of 6 Sheets

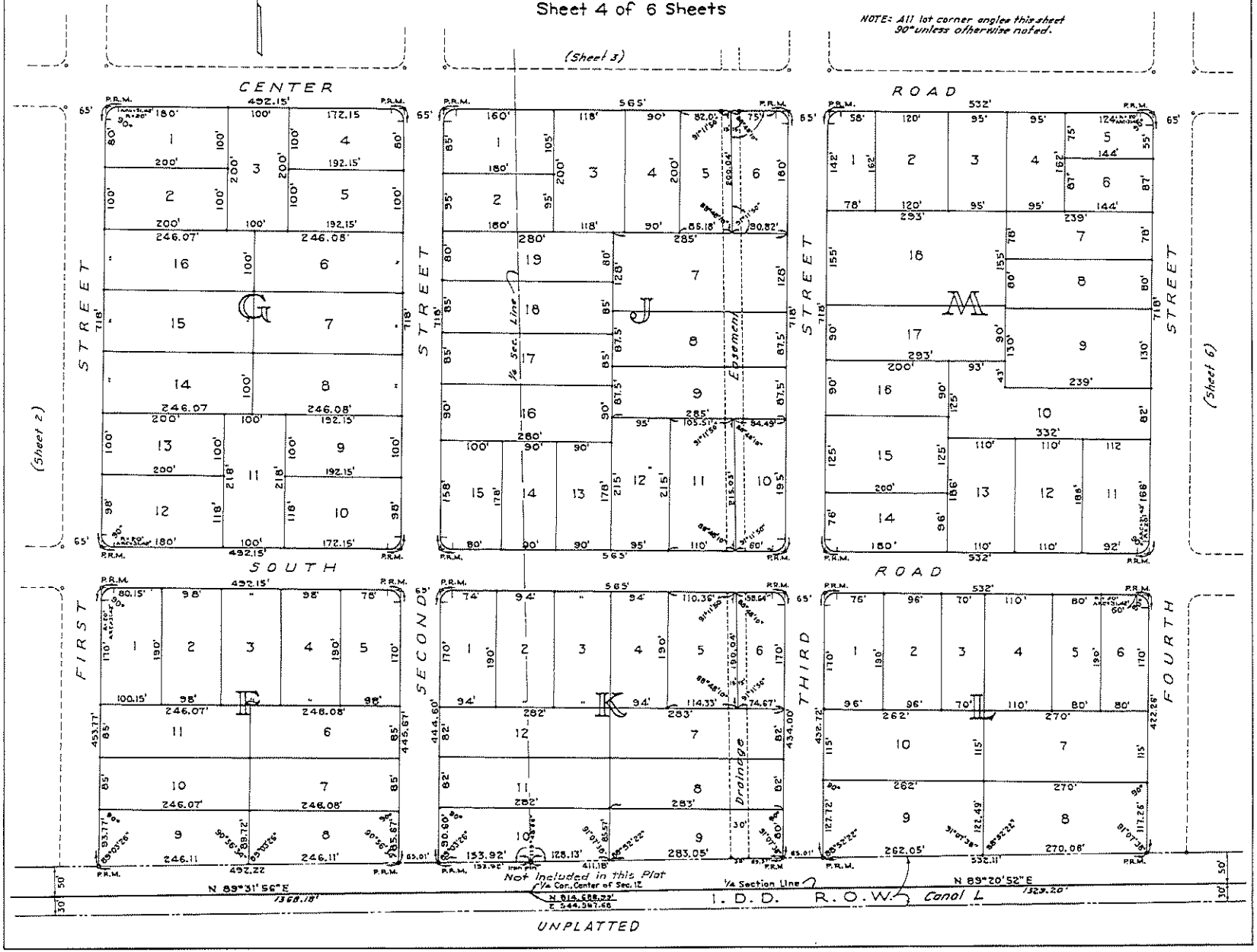


DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R 24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 4 of 6 Sheets

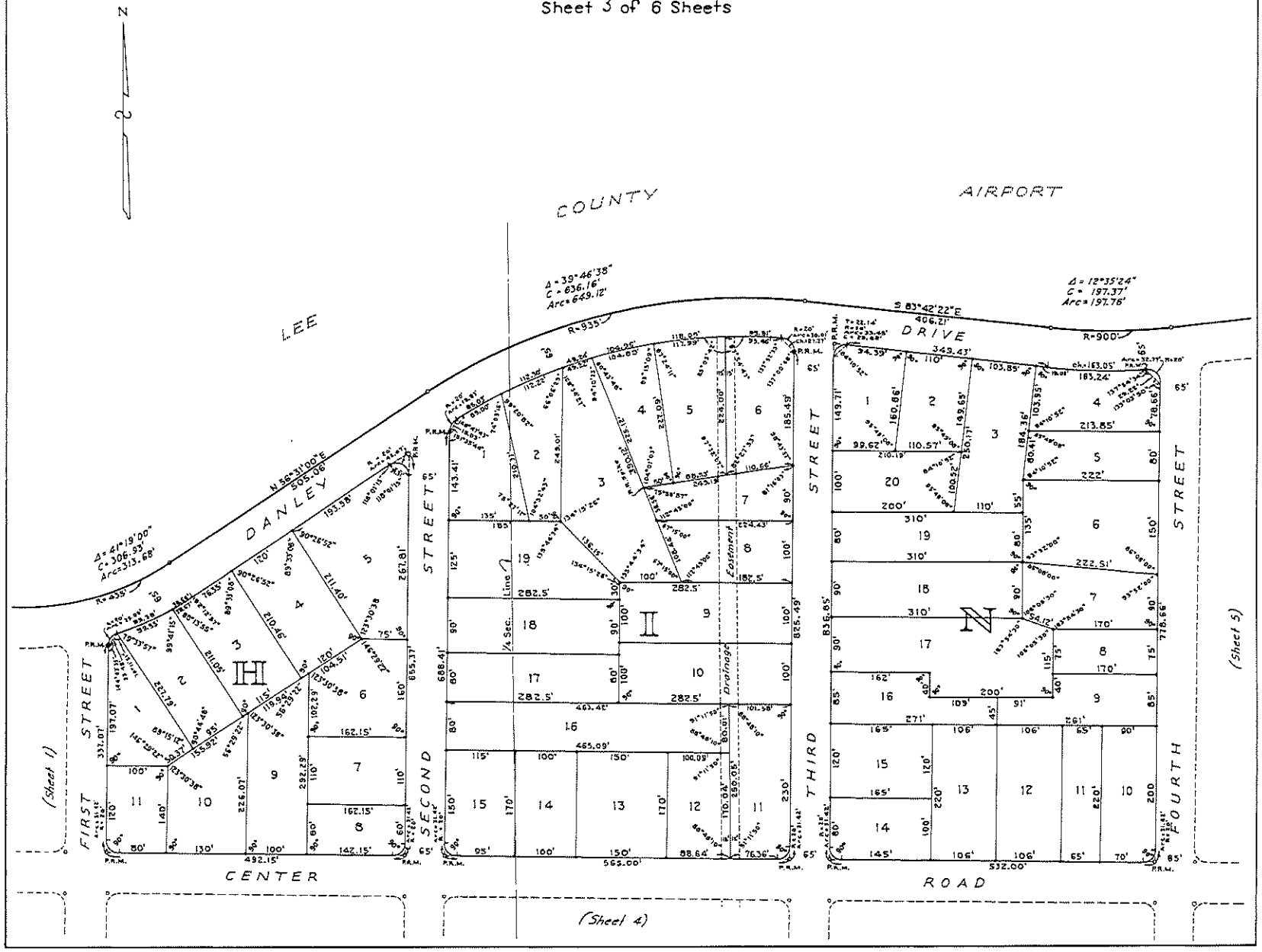
NOTE: All lot corner angles this sheet 90° unless otherwise noted.



DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

PAGE PARK

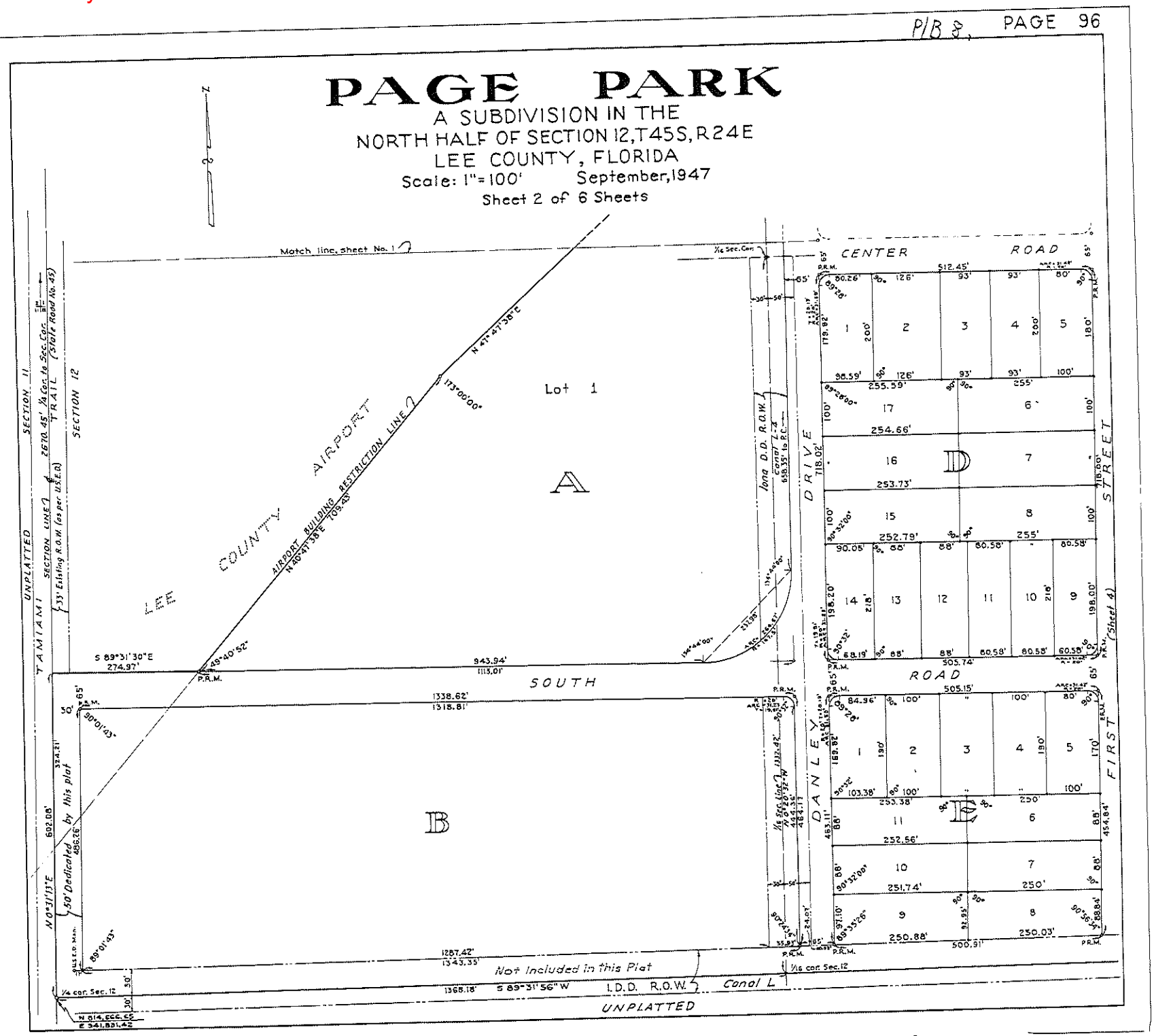
A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 3 of 6 Sheets



DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 2 of 6 Sheets



DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 1 of 6 Sheets

DESCRIPTION

Beginning at the Quarter Section Corner on the West line of Section 12, T45S, R24E (Coordinates N 814,666.65; E 541,831.42) run N 0°30'13"E along the West line of said Section for 602.08'; thence S 89°31'30"E for 274.97'; thence N 40°47'38"E for 709.43'; thence N 47°47'38"E parallel to and 750' at right angle from the Center Line of the NE/SW Runway of the Lee County Airport, for 1029.55'; thence S 78°41'52"E for 207.41'; thence S 82°10'00"E for 132.78'; thence Southeasterly to Northeasterly along an arc of a curve to the left, of radius 455' and Central Angle 41°19'00", for 313.68'; thence N 56°31'00"E for 505.06'; thence Northeasterly to Southeasterly along an arc of a curve to the right, of radius 935' and Central angle of 39°46'58" for 649.12'; thence S 83°42'22"E for 406.21'; thence Southeasterly to Northeasterly along an arc of a curve to the left, of radius 900' and Central Angle of 12°35'24", for 197.76'; thence N 83°42'14"E for 265.90'; thence Northeasterly to Southeasterly along an arc of a curve to the right, of radius 85' and Central Angle of 53°58'31" for 80.07'; thence S 42°19'15"E for 525.71'; thence Southeasterly along an arc of curve to the left, of radius 205' and Central Angle of 46°45'05" for 167.27'; thence S 89°04'20"E for 418.30'; thence S 0°28'01"E for 80.01'; thence S 89°04'20"E for 137.16' more or less to the West Right of Way line of the Seaboard Air Line Railroad; thence S 0°28'01"E along said Right of Way for 1628.65' more or less to a point on the east and west quarter section line of Section 12 (Coordinates N 814,716.84, E 547,020.72); thence S 89°20'32"W for 2453.20' to the quarter corner in the center of Sec. 12 (Coordinates N 814,688.99; E 544,567.68); thence S 89°31'56"W for 2736.36' more or less, to the point of beginning; subject to the existing Right-of-Way by usage of State Road No. 45 (Tamiami Trail) over the westerly 33' thereof and the easement Rights-of-Way of the Iona D.D. over the southerly 50' and easterly 30' of the SW¼ of the NW¼, the southerly 50' and westerly 50' of the SE¼ of the NW¼, the southerly 50' and easterly 30' of the SW¼ of the NE¼, and the westerly 50' of the SE¼ of the NE¼. The parcel hereinabove described contains 296.38 acres more or less, and all bearings and coordinates referred to in its description are for the Florida Mercator (West Zone) Coordinate System with central meridian of Long. 82°00'00", as established in Section 12 by the U.S. Engineer Department.

NOTES

P.R.M. Indicates 4"x4"x24" Concrete Monument Permanent Reference Mark set.

Indicates ⅝" round by 24" long reinforcing steel pin set.
On curved lot lines both chord and arc lengths are shown with angles to chords.

DEDICATION

LEE COUNTY, a County under the laws of Florida, the owner of the hereon described lands has caused this plat of PAGE PARK to be made and does hereby dedicate to the perpetual use of the Public all streets, drives and/or roads shown hereon, provided that such streets drives and/or roads shall revert to Lee County, its successors and assigns in event such streets, drives and/or roads are vacated, abandoned or otherwise cease to be used as Public thoroughfares or are discontinued by law; and further, Lee County reserves for itself, its successors and assigns the rights of way upon, under and over that portion of each lot platted that is within five (5) feet of the center line of any water supply main, sanitary or storm sewer main constructed prior to January 1, 1947 for the operation, maintenance, reconstruction and/or removal of said mains; and further, Lee County reserves for itself, its successors and assigns the rights of way upon, under and over such portion of each lot platted as is within the areas designated "Drainage Easement" or "Iona D.D. R.O.W." for the operation, maintenance and/or construction of drainage facilities.
IN WITNESS WHEREOF, Lee County has caused this dedication to be signed in its name and its seal affixed by its duly authorized officers, by and with the authority of its Board of Commissioners upon this 22nd day of October A.D. 1947.

LEE COUNTY, FLORIDA
by
D. J. Farabee — Clerk
Chairman, Board of Commissioners

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
I HEREBY CERTIFY that on this 22nd day of October A.D. 1947 before me personally appeared H.M. Stringfellow, and D.T. Farabee respectively Chairman and Clerk of the Board of Commissioners of Lee County, a County under the laws of Florida, to me known to be the persons described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said County and that the said dedication is the act and deed of said County.
WITNESS my hand and official seal at Fort Myers, said County and State, the day and year last aforesaid.

Notary Public State of Florida at large
My Commission expires Dec 14 1947

APPROVALS

This plat accepted this 22nd day of October, A.D. 1947 in open meeting of the Board of County Commissioners of Lee County, Florida.

Approved:
Chairman
Clerk

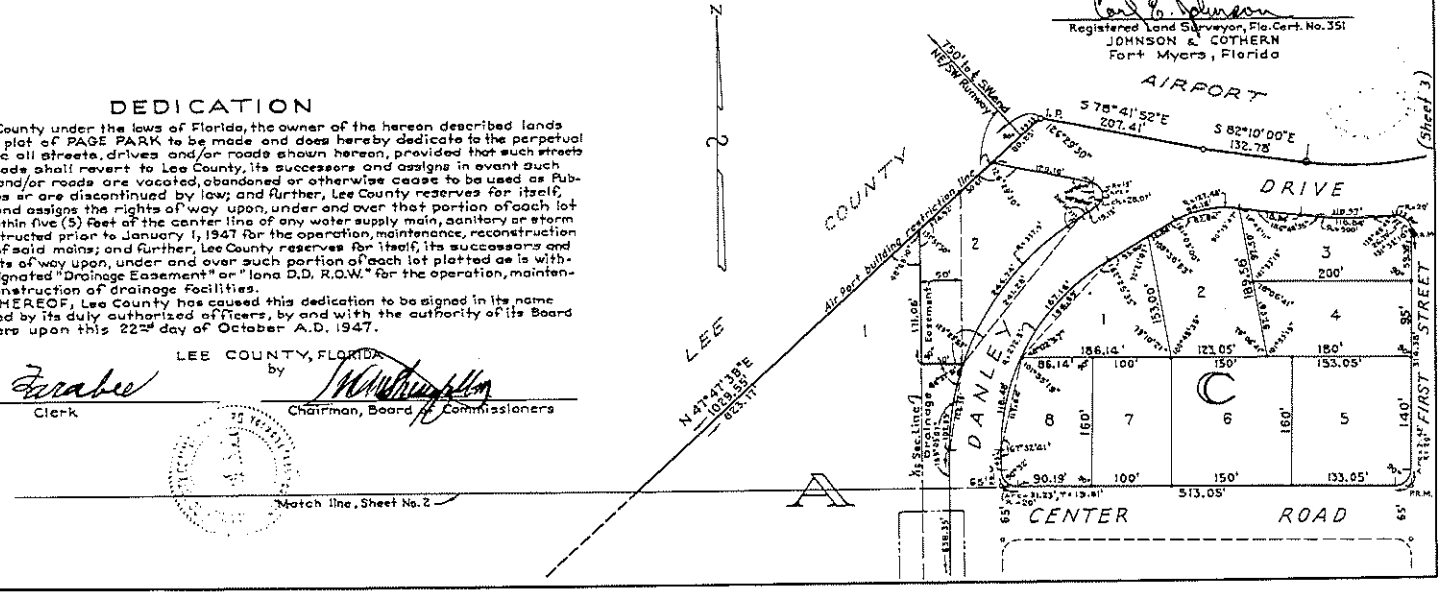
I HEREBY CERTIFY that this plat of PAGE PARK has been examined by me and from my examination I find that said plat complies in form with the requirements of Chapter 10275, Laws of Florida, Acts of 1925.
I FURTHER CERTIFY that said plat was filed for record at 8:00 A.M. this 3rd day of November, A.D. 1947 and duly recorded in Plat Book No. 8 on Pages 92 to 97 inclusive, of the Public Records of Lee County, Florida.

11715

Clerk of Circuit Court in and for Lee County, Florida

I hereby certify that this plat of PAGE PARK is true and correct according to a recent survey made and platted under my direction and that Permanent Reference Monuments (P.R.M.'s) have been set in accordance with the provisions of Sec. 7, Chapter 10275, Laws of Florida, Acts of 1925.

Registered Land Surveyor, Fla. Cert. No. 351
JOHNSON & COTHERN
Fort Myers, Florida



DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

115893

QUITCLAIM DEED AND SURENDER OF LEASE

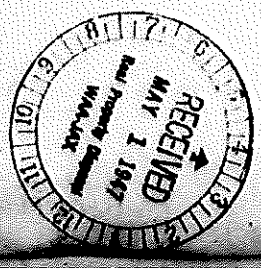
THIS INDENTURE, made this 24th day of June, 1947, between the UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part, and the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, party of the second part.

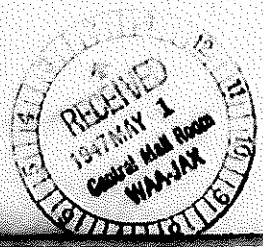
WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its convenant to abide by and agreement to certain other reservations, restrictions and conditions all as set out hereinafter, has remised, released, sold, assigned, transferred, delivered and quitclaimed but without representations or warranty whatsoever, and by these presents does remise, release, sell, assign, transfer, deliver and quitclaim, but without representations or warranty whatsoever, to the said party of the second part, its successors and assigns under the subject to the reservations, restrictions and conditions exceptions and reservation of property and rights hereinafter set out, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of Lee, State of Florida, to-wit:

The south half of the Northeast Quarter, Sect. 1, TWP 45 S , R 24 E, less the East 357.95 feet and less a parcel of land described as follows;

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼;the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/15, and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Also the following easements and rights-of-way, said easements being located in the area known as Page Field, Lee County, Florida, and more particularly described as follows:





DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Avigation easement obtained by the United States Government under indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 252, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 214 of Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 249, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 248, Lee County Records;

Avigation easement dated June 2, 1942, recorded in Deed Book, 155 p. 137; and

Perpetual easement for an outfall canal, obtained by the Government by indenture dated February 26, 1945 and recorded in Deed Book 159, p. 137;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated December 27, 1944, recorded in Deed Book 157, p. 311;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated January 16, 1945, recorded in Deed Book 159, p. 130, Lee County Records.

TOGETHER the following buildings and improvements located on all land hereinabove expressly described, and on land leased from Lee County, Florida, as hereinafter set forth:

All of the runways, taxiways, parking aprons, field marking and lighting, drainage system, control tower, water system, sewage disposal system, telephone system, and buildings listed as follows:

T-1314	T-1304	T-1306	T-1308-1	T-906	T-712	T-712-1	T-315
T-1303	T-1309	T-1305	T-1114	T-907	T-717	T-511	T-211

And also the following described equipment:

DESCRIPTION	DECLARATION DATA	WAA NO.
Grader, Motor, Adams, Ser.871 W-542427, 12' blade, semi-Diesel R&U GM-133	PF-PE-RFC-3 12/27/46, Item 1 Post Eng. PAAF	99-19527
Concrete Mixer, REX, on wheels Ser. #SKF-323 R&U GM-79	PF-PE-RFC-3 12/27/46, Item 2 Post Eng. PAAF	99-19527
Crane (Dragline) Truck, USA ,4169554 R&U, DE-32, Model T60, Hercules Mtr. #1311673, w/1 Clam Bucket 3/8 cu.yds. R&U CD-50, One Drag Bucket 3/8 cu.yds. Hendrix #1771, R&U DE-51	PF-PE-RFC-5 1/9/46 Crane, Page 1, Item 8 Clam Bucket, p. 1 Item 11, Drag Bucket p. 2, Item 10 Post Eng. PA F	677419
Mower, Gang, 7 Sections, Worthington Grass Blitzer	PF-PE-RFC-6 1/9/46 Page 1, Item 3 Post Engr. PAAF	99-20622
Air Compressor, Schramm, Portable Rubber Tire, Trailer, N0652530 Model-60, Ser. 95149, R&U AC-46	PF-PE-RFC-7 1/9/46, Item 1, Page 1 Post Eng. PAAF	16849
Distributor, Asphalt, 300 gals. Wisconsin Mtr, Standard Pump #434589,-3 Patch hose, 6' Spray Bar R&U DS-44	PF-PE-RFC-5 1/9/46, Item 1 Page 1 Post Eng. PAAF	677410
	S-RFC-90 8/1/46, Page 1 Item 1	Unrecorded

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Roller, Road, Gas Engine Tandem US-828606, Wisconsin Engine, R&U 404	PF-PE-RFC-5 1/9/46, Page 1, Item 4 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 2	Unrecorded
Sweeper, Grace 2 Way, Ser. #825 One Extra Brush & Br. Filler R&U SR-56, U.S. Reg. W-744467	PF-PE-RFC-5 1/9/46, Page 1, Item 6 Brush & Brush Filler Page 2, Item #12 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 3	Unrecorded
Mower, Gang. 7 Sect. Worthington Grass Blitzer #A-5847, A-5767-A-5890 A-5807, A-4799, A-5847, & A-5854	PF-PE-RFC-6 1/9/46, Item 1, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 1, P. 1.	Unrecorded
Tractor, Case, Mower, w/5' Side Mower, blade # 825939 Model VAI #4700606, Ser. #12642 R&U MO 45	PF-PE-RFC-6 1/9/46, Item 8, p. 11 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 4, P. 1	Unrecorded
Tractor, Case, Mower, w/5' Side Mower Blade, # 825940 Model VAI #4760640, Ser. Eng. 12453, R&U MO-45	PF-PE-RFC-6 1/9/46, Item 7, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 3, P. 1	Unrecorded
Brush, Filling Machine Mod. T-17A R&U #SR-56	S-RFC-90 8/1/46, Page 1, Item 4	Unrecorded
Distributor, Fertilizer Ser. #15242, Model 3	S-RFC-91 8/1/46, Page 1, Item 2	Unrecorded
✓ Fire Truck, Class 500 Pumper, GMC Serial #J-563652	Unknown (now being used for protection of Field)	Unrecorded

The above described premises are transferred subject to existing easements for roads, highways, public utilities, railways and pipelines.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all property in the nature of equipment, furnishings and other personal property located on the premises expressly hereinbefore described and on the leased premises hereinbefore mentioned, and on the leased premises hereinafter described, which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on such premises which is required for the efficient operation for air port purposes of the structures and improvements specifically listed hereinabove, as being transferred hereby; and further excepting from this conveyance all structures on such premises other than structures specifically described or enumerated above as being conveyed hereunder, and reserving to the party of the first part the right of removal from the premises of the property and structures excepted hereby, within a reasonable period of time after the date hereof, which shall not be construed to mean any period less than one (1) year after the date of this instrument.

RECEIVED

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

By accepting this instrument or any rights hereunder, the said party of the second part hereby releases the party of the first part from any and all liability for all claims for losses or damage arising out of the exceptions and the reservations above. Further, the party of the first part, for the considerations expressed, does hereby surrender, subject to the terms and conditions of this instrument the interest of the party of the first part in that certain lease dated the 19th day of February 1942, as modified by Supplemental Agreements dated July 15, 1942 and March 5, 1945, from the party of the second part to the party of the first part, covering the properties generally described and referred to as Page Field, containing 628 acres of land, more or less, and located in the County of Lee, State of Florida, and more particularly described as follows:

> Beginning at a point on the South line of Section 1, TWP 45 South, Range 24 E, at a point where the West right-of-way line of the Seaboard Air Line Railroad intersects said Section line 162.7 feet, more or less West of the SE corner of said Section; run thence West along the South line of Section 1, TWP 45 South, Range 24 E, to a point 320 feet East of the SW corner of said section; run thence N. 824 feet; thence East 1000 feet; thence North 476 feet; thence East 642 feet; thence North 660 feet; thence West 311 feet; thence North 660 feet; thence West 991 feet; thence North 1320 feet; thence East 1320 feet; thence South 660 feet; thence East 660 feet; thence South 660 feet; thence East 1070 feet; thence North 809 feet; thence East 1400 feet, more or less, to the West right-of-way line of the Seaboard Air Line Railroad; thence Southerly along the West right-of-way line of said Railroad to the point of Beginning.
> ALSO - the N half (N½) of Section 12, TWP 45 S, Range 24 E, less right-of-way of Seaboard Air Line Railroad on East side and paved highway (U.S.#41) on West side.
> All of said lands being in Lee County, Florida, and containing in all 618 acres, more or less.
>
> ALSO - Tracts 4 and 5 of the subdivision in the North half (N½) of Southwest Quarter (SW¼) of Section 1, TWP 45 S, Range 24 E, as shown on Plat of said subdivision, recorded in Plat Book 3, page 45, of the Public Records of Lee County, Florida, and containing 10 acres, more or less.

which Lease, as modified, would otherwise continue in full force and effect until six (6) months from the date of the termination of the unlimited emergency as declared by the President of the United States on May 22, 1941, Proclamation 2487 or June 30, 1967, whichever shall occur first, subject to the provisions thereof.

The party of the second part does hereby release the party of the first part from any and all claims which exist or may arise under the provisions of the aforesaid lease, except claims, as to the airport property, which may be submitted under Section 17 of the Federal Airport Act.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that transfer of the property transferred by this instrument is accepted subject to the following restrictions set forth in sub-paragraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders, provided that said reservations and restrictions shall not apply to that portion of the leasehold south of Danley Road as shown on the map marked Exhibit "A", attached hereto and made a part hereof.

(1) That all of the property transferred hereby, including the premises hereinabove expressly described, the leased premises and structures, buildings and improvements on all the above mentioned premises, hereafter in this instrument called the "airport", shall be used for public airport purposes, and only for such purposes, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used herein, "public airport purposes" shall be deemed to exclude use of the structures conveyed hereby, or any portion thereof, for manufacturing or industrial purposes. However, until, in the opinion of Civil Aeronautics Administration or its successor Government agency, it is needed for public airport purposes, any particular structure transferred hereby may be utilized for non-manufacturing or non-industrial purposes in such manner as the party of the second part deems advisable, provided that such use does not interfere with operation of the remainder of the airport as a public airport.

(2) That the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment of the airport shall be maintained at all times in good and serviceable condition to assure its efficient operation; provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administration or its successor Government agency. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises, which have out-

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

lived their use as airport property in the opinion of the Civil Aeronautics Administration or its successor Government agency.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions as set forth in sub-paragraphs (1) to (6) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and order, provided that said reservations and restrictions shall not apply to that portion of the airport south of Danley Road as shown on Exhibit "A" attached hereto.

(1) That insofar as is within its power and reasonably possible, the party of the second part and all subsequent transferees shall prevent any use of land either within or outside the boundaries of the airport, including the construction, erection, alteration or growth of any structure or other object thereon, which use would be a hazard to the landing, taking-off, or manoeuvering of aircraft at the airport, or otherwise limit its usefulness as an airport.

(2) That the building areas and non-aviation facilities, as such terms are defined in WAA Regulation 16, dated June 26, 1946, of or on the airport shall be used, altered, modified or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities, as defined in WAA regulation 16, as amended.

(3) That itinerant aircraft owned by the United States of America (hereinafter sometimes referred to as the "Government"), or operated by any of its employees or agents on Government business shall at all times have the right to use the airport in common with others; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict Government use to less than twenty-five (25) per centum of capacity of the landing area of the airport. Government use of the airport by virtue of the provisions of this sub-paragraph shall be without charge of any nature other than payment for damage caused by such itinerant aircraft

(4) That during the existence of any emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right without charge, except as indicated below, to the full, unrestricted possession, control and use of the landing area, building areas, and airport facilities as such terms are defined in WAA Regulation 16, dated June 26, 1946, or any part thereof, including any additions or improvements thereto made subsequent to the declaration of any part of the airport as surplus; Provided, however, that the

DCI2023-00018 Lee County ePlan Additional info dated 08.31.2023

Government shall be responsible during the period of such use for the entire cost of maintaining all such areas, facilities and improvements, or the portions used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal Aid.

(5) That no exclusive right for the use of any landing area or air navigation facilities, as such terms are defined, in WAA Regulation 16, dated June 26, 1946, included in or on the airport shall be granted or exercised.

(6) That the property transferred hereby may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

By the acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That upon a breach of any of the aforesaid reservations or restrictions by the party of the second part, or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part upon demand made in writing by the War Assets Administration, or its successor Government agency at least sixty (60) days prior to the date fixed for the revesting of such title, right of possession and other rights transferred, or any portion thereof: Provided, that as to installations or structures which have been added to the premises without Federal aid, the Government shall have the option to acquire title to or use of the same at the then fair market value of the rights therein to be acquired by the Government. Provided that said reverter shall not apply to that said portion of the airport lying South of Danley Road.

(2) That if the construction as convenants of any of the foregoing reservations and restrictions recited herein as convenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances thereunto belonging or in any wise appertaining and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or equity, except the property and rights excepted and reserved above, and under and subject to the aforesaid reservations, restrictions and conditions, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part, the United States of America, acting by and through the War Assets Administrator, has caused these presents to be executed in its name and on its behalf by Lyle T. Pritchard, Deputy Regional Director, Office of Real Property Disposal, War Assets Administration, and the party of the second part, the County of Lee, has caused these presents to be executed in its name and on its behalf by the Chairman of its Board of County Commissioners and its Seal to be hereunto affixed, all of the 4 day of June 1947.

UNITED STATES OF AMERICA
Acting by and through
War Assets Administration

By: Lyle T Pritchard (SEAL)
Deputy Regional Director for
Real Property Disposal
War Assets Administration

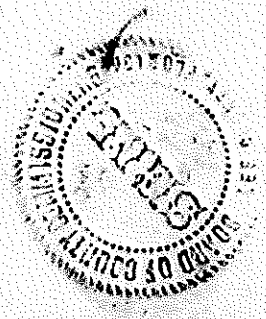
WITNESS:
Earl W Ridell
Caryl Anne Cowee

COUNTY OF LEE
Acting by and through its
Board of County Commissioners

By: [signature]
Chairman

Attest: D J Zarahee (SEAL)
Secretary

[signature]
N. Glenn Ribaar



DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

I hereby Certify that on the 5th day of June, 1947, personally appeared LYLE T. PRITCHARD, to me well known as the person described in and who executed the foregoing instrument on behalf of the United States of America, and acknowledged that he, LYLE T. PRITCHARD, being thereunto duly authorized, as Deputy Regional Director for Real Property Disposal, War Assets Administration, executed the same for the purposes therein expressed as the free act and dead of the United States of America, the War Assets Administration and the War Assets Administrator, and that the said instrument is their free act and deed.

IN WITNESS WHEREOF I have hereunto affixed my hand and official Seal at Jacksonville, Florida, this 5th day of June, 1947.

Earl Wade
Notary Public

(SEAL)

My commission expires:

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

I HEREBY CERTIFY that on the 7th day of June, 1947, personally appeared H. M. Stringfellow and D. I. Forehee to me well known as the persons described in, and who executed, the foregoing instrument on behalf of the County of Lee, and acknowledged that they H. M. Stringfellow and D. I. Forehee, as Chairman and Clerk of the Board of County Commissioners respectively, executed the same for the purposes thereinexpressed as the free act and deed of said County, and D. I. Forehee acknowledged that in his capacity as said Clerk he affixed thereto the official Seal of said County, and both of said persons acknowledged that said instrument is the act and deed of said County.

IN WITNESS WHEREOF I have hereunto affixed my hand and official seal at Fort Myers, Fla., this 7th day of June, 1947.

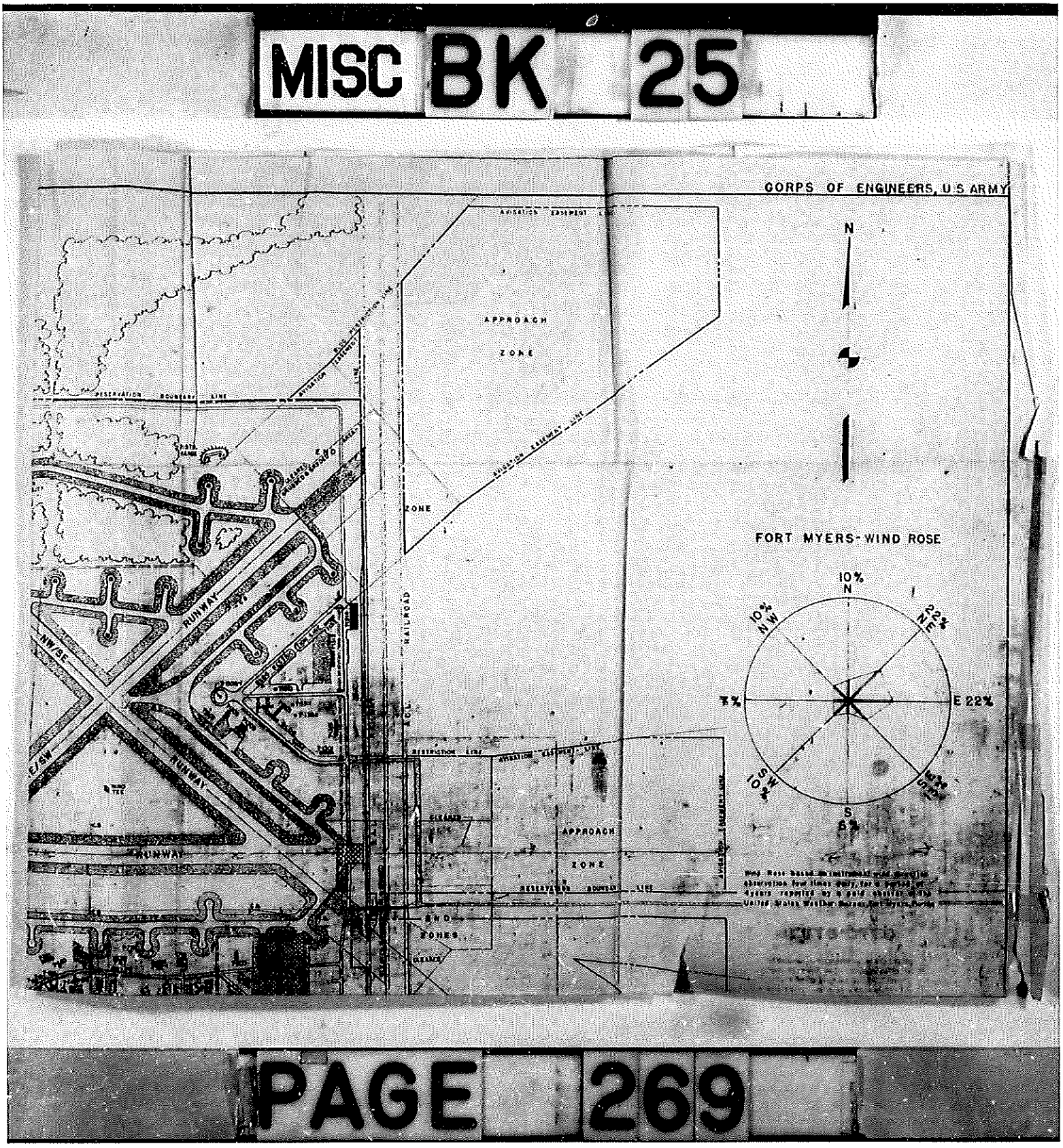
W. H. Hodges
Notary Public

(SEAL)

My commission expires: Dec. 14, 1947

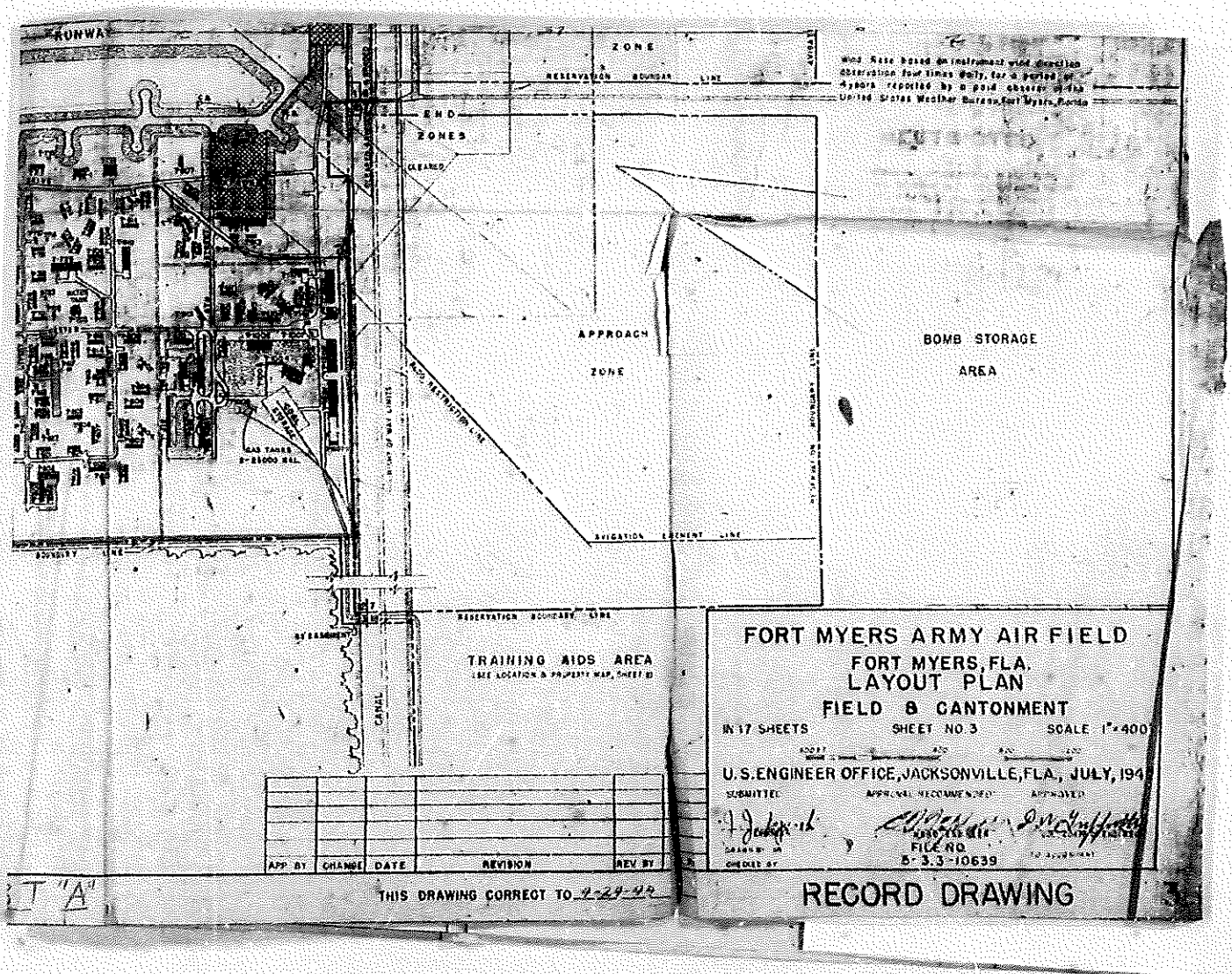
DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

MISC BK 25



PAGE 269

MISC BK 25



PAGE 269

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

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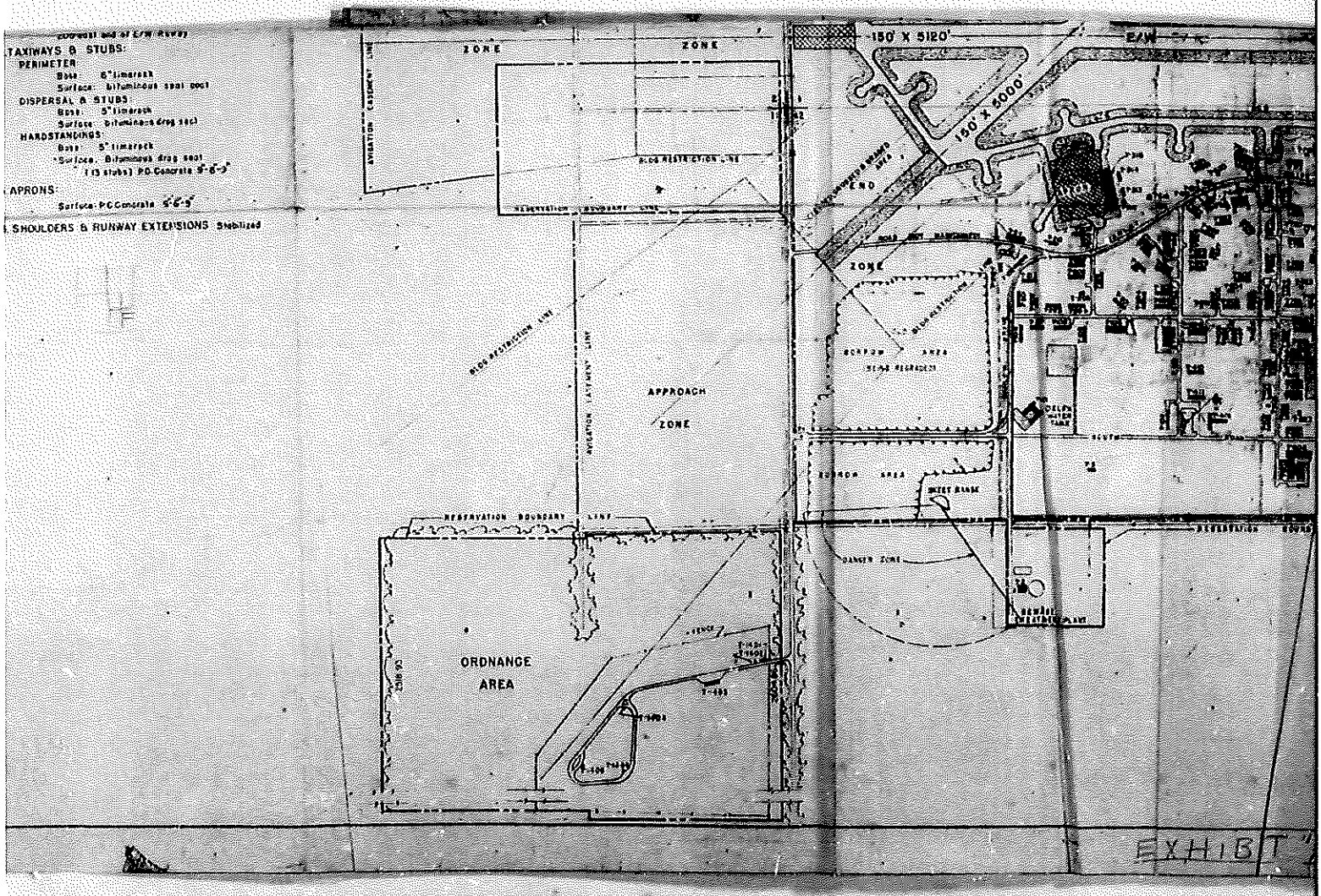

PAGE 269

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

SUPPLEMENTAL QUITCLAIM DEED

120315 DEED BOOK 188 PAGE 493

THIS INDENTURE, MADE this 30th day of June, 1948 between the UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Reorganization Plan One of 1947 (12 Fed Reg. 4534) and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part and Lee County a political subdivision of the State of Florida, acting by and through its Board of County Commissioners, party of the second part,

W I T N E S S E T H:

That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its covenant to abide by and agreement to certain other reservations, restrictions and conditions, all as set out hereinafter, has remised, released and forever quitclaimed and by these presents does remise, release and forever quitclaim unto the said party of the second part, its successors and assigns, under and subject to the reservation, restrictions and conditions, exceptions and reservations hereinaftor set out, all its right, title and interest in the following described property situate at Page Field in the County of Lee, State of Florida, to-wit:

All right, title and interest of the party of the first part in that certain leasehold covering 10 acres of land in Section 12, Twp. 45 S.R. 24 E. Lee County, Florida, acquired by condemnation proceeding in the United States District Court for the Southern District of Florida in suit styled United States of America as 10 acres of land, more or less, in Lee County, Florida and Elmer Hough, et al., together with sewage disposal plant located on said land.

Railroad trackage and buildings Nos. 208, 209, 210, 311, 312, 313, 314, 725.

Also the following maintenance and operating equipment:

Quantity	Item
1	Case Tractor VAI No. 13046, Model No. CD-14 Mfg. Sr. No. 4700607 Registration No. W-825938 Engine Sr. No. 12735 U. S. No. W-825938
1	Case Tractor VAI No. 13047, Model No. CD-14 Mfg. Sr. No. 4700590 Registration No. 825937 Engine Sr. No. 12719 U. S. No. W-825937

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Quantity	Item	
1	Case Tractor	VAI No. 13078, Model No. CD-14 Mfg. Sr. No. 4700600 Registration No. W-826941 Engine Sr. No. 12698 U. S. No. W-826941
1	Case Tractor	VAI No. 13084, Model No. CD-14 Mfg. Sr. No. 4700591 Registration No. 826942 Engine Sr. No. 12597 U. S. No. W-826942
1	Ford Russian Jeep - Cargo 1942 Model, Sr. No. 137762, U. S. No. W-3128415-4x4 (1½ Ton)	
1	Ford Russian Jeep - Cargo 1942 Model, Sr. No. 139942, U. S. No. W-3128102-4x4 (1½Ton)	

This Quitclaim Deed is supplemental to Quitclaim Deed and Surrender of Lease dated June 4, 1947 and recorded in Deed Book 25, Page 260 of the Public Record of Lee County, Florida and shall be construed in conjunction therewith.

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

TO HAVE AND TO HOLD said property under and subject to the reservations, restrictions and conditions set forth in this instrument, unto the said party of the second part, its successors and assigns forever.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns agrees that the transfer of the property transferred by this instrument, is accepted subject to the following restrictions set forth in subparagraphs (1) and (2) of this paragraph, which shall run with the land, included in the original deed, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders:

(1) That, except as provided in subparagraph (6) of the next succeeding unnumbered paragraph, the land, buildings, structures, improvements and equipment in which this instrument transfers any interest shall be used for public airport purposes for the use and benefit of the public, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of the terms "exclusive right" as used in subparagraph (4) of the next succeeding paragraph. As used in this instrument, the term "airport" shall be deemed to include at least all such land, buildings, structures, improvements and equipment.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

(2) That, except as provided in subparagraph (3) of the next succeeding paragraph, the entire landing area, as defined in WAA Regulation 16, dated June 28, 1946, and all structures, improvements, facilities and equipment in which this instrument transfers any interest shall be maintained for the use and benefit of the public at all times in good and serviceable condition, provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimates life, as determined by the Civil Aeronautics Administrator or his successor. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises which have outlived their use as airport property in the opinion of the Civil Aeronautics Administrator or his successor.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions set forth in subparagraphs (1) to (7), inclusive, of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders:

(1) That insofar as it is within its powers, the party of the second part shall adequately clear and protect the aerial approaches to the airport by removing, lowering, relocating, marking or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

(2) That the United States of America (herinafter sometimes referred to as the "Government") through any of its employees or agents shall at all times have the right to make nonexclusive use of the landing area of the airport at which any of the property transferred by this instrument is located or used, without charge: Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administrator or his successor to be necessary to prevent undue interference with use by other authorized aircraft: Provided, further, that the Government shall be obligated to pay for damages caused by such use, or if its use of the landing area is substantial, to contribute a reasonable share of the cost of maintaining and operating the landing area, commensurate with the use made by it.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

(3) That during any national emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right to make exclusive or nonexclusive use and have exclusive or nonexclusive control and possession, without charge, of the airport at which any of the property transferred by this instrument is located or used, or of such portion thereof as it may desire, provided, however, that the Government shall be responsible for the entire cost of maintaining such part of the airport as it may use exclusively, or over which it may have exclusive possession or control, during the period of such use, possession, or control, and shall be obligated to contribute a reasonable share, commensurate with the use made by it, of the cost of maintenance of such property as it may use nonexclusively or over which it may have nonexclusive control and possession; Provided, further, that the Government shall pay a fair rental for its use, control or possession, exclusively or nonexclusively of any improvements to the airport made without United States aid.

(4) That no exclusive right for the use of the airport at which the property transferred by this instrument is located shall be vested (directly or indirectly) in any person or persons to the exclusion of others in the same class, the term "exclusive right" being defined to mean

(1) any exclusive right to use the airport for conducting any particular aeronautical activity requiring operation of aircraft;

(2) any exclusive right to engage in the sale or supplying of aircraft, aircraft accessories, equipment, or supplies (excluding the sale of gasoline and oil), or aircraft services necessary for the operation of aircraft (including the maintenance and repair of aircraft, aircraft engines, propellers, and appliances).

(5) That, except as provided in subparagraph (6) of this paragraph, the property transferred hereby may be successively transferred only with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

(6) That no property transferred by this instrument shall be used, leased, sold, salvaged, or disposed of by the party of the second part for other than airport purposes without the written consent of the Civil Aeronautics Administrator, which shall be granted only if said Administrator determines that the property can be used, leased, sold, salvaged or disposed of for other than airport purposes without materially and adversely affecting the development, improvement, operation or

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

reverted, shall remain vested in the party of the second part, its transferees, successors and assigns.

(2) That if the construction as covenants of any of the foregoing reservations and restrictions recited herein as covenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as to covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be executed as of the day and year first above written.

UNITED STATES OF AMERICA
Acting by and through
War Assets Administrator

WITNESSES:
E M Hairfield Jr
Mildred Slaughter

By T. A. Dechman (L.S.)
T. A. Dechman
Deputy Regional Director for
Real Property Disposal, Region 6
War Assets Administration

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

maintenance on the airport as which such property is located; Provided, that no structures disposed of hereunder shall be used for industrial plant, factory, or similar facility within the meaning of Section 23 of the Surplus Property Act of 1944, as amended, unless the party of the second part shall pay to the United States such sum as the War Assets Administrator or his successor in function shall determine to be a fair consideration for the removal of the restriction imposed by this proviso.

(7) The party of the second part does hereby release the Government, and will take whatever action may be required by the War Assets Administrator to assure the complete release of the Government from any and all liability the Government may be under for restoration or other damages under any lease or other agreement covering the use by the Government of the airport, or part thereof, owned, controlled or operated by the party of the second part, upon which, adjacent to which, or in connection with which any property transferred by this instrument was located or used; Provided, that no such release shall be construed as depriving the party of the second part of any right it may otherwise have to receive reimbursement under Section 17 of the Federal Airport Act for the necessary rehabilitation or repair of public airports heretofore or hereafter substantially damaged by any Federal Agency.

By acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That in the event that any of the aforesaid terms, conditions, reservations or restrictions is not met, observed, or complied with by the party of the second part or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred by this instrument to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part sixty (60) days following the date upon which demand to this effect is made in writing by the Civil Aeronautics Administrator or his successor in function, unless within said sixty (60) days such default or violation shall have been cured and all such terms, conditions, reservations and restrictions shall have been met, observed or complied with, in which event said reversion shall not occur and title, right of possession, and all other rights transferred hereby, except such if any, as shall have previously

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

STATE OF GEORGIA }
COUNTY OF FULTON } SS.

I HEREBY CERTIFY, that on this day personally appeared before me T.A. DEECHMAN, to me well known as the person described in and who executed the foregoing instrument on behalf of the United States of America, and acknowledged that he, T. A. Deechman as Deputy Regional Director for Real Property Disposal, Region 6, War Assets Administration, executed the same for the purposes therein expressed as the free act and deed of the United States of America, the War Assets Administrator and the War Assets Administration, and that said instrument is their free act and deed.

IN WITNESS WHEREOF, I have hereunto affixed my hand and official seal at Atlanta, Georgia, this 30th day of June , 1948.

Richard Slaughter
Notary Public
Georgia State at Large

(SEAL)

My commission expires: 2-2-52

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

UNITED STATES OF AMERICA
War Assets Administration

WAA Form 1241
(4-12-48)

C E R T I F I C A T E

I, the undersigned L. S. Wright, Secretary of The General Board, War Assets Administration, in my official capacity as such Secretary of The General Board, and duly authorized in the DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING AND CONVEYANCING dated April 9, 1948, to make the following certification, do hereby certify:

1. That T. A. Dechman is the Deputy Regional Director for Real Property Disposal, Region 6, War Assets Administration, duly appointed, authorized and acting in such capacity at the time of the execution of the attached instrument.

2. That the attached DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING AND CONVEYANCING is a true and correct copy of the original of said DELEGATION OF AUTHORITY, dated April 9, 1948.

Given under my hand this 30th day of June, 1948.

Secretary of The General Board
(Title)

(Office)
War Assets Administration

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

(NOTICE)

DELEGATION OF AUTHORITY NO. R-F 65

DELEGATION OF AUTHORITY INCIDENT TO THE CARE, HANDLING, AND CONVEYANCING OF SURPLUS REAL PROPERTY AND PERSONAL PROPERTY ASSIGNED FOR DISPOSAL THEREWITH

The Deputy Administrator, Office of Real Property Disposal, and each Associate Deputy Administrator, Office of Real Property Disposal, War Assets Administration; the Regional Director, the Deputy Regional Director for Real Property Disposal, the Associate Deputy Regional Director for Real Property Disposal, and the Assistant Deputy Regional Director for Real Property Disposal, in each and every War Assets Administration Regional Office; the District Director and Deputy District Director for Real Property Disposal, in each and every War Assets Administration District Office, and any person or persons designated to act, and acting, in any of the foregoing capacities, are hereby authorized, individually (1) to execute, acknowledge and deliver any deed, lease, permit, contract, receipt, bill of sale, or other instruments in writing in connection with the care, handling and disposal of surplus real property, or personal property assigned for disposition with real property, located within the United States, its territories and possessions, (2) to accept any notes, bonds, mortgages, deeds of trust or other security instruments taken as consideration in whole or in part for the disposition of such surplus real or personal property, and to do all acts necessary or proper to release and discharge any such instrument or any lien created by such instrument or otherwise created, and (3) to do or perform any other act necessary to effect the transfer of title to any such surplus real or personal property located as above provided; all pursuant to the provisions of the Surplus Property Act of 1944, as amended, (58 Stat. 765; 50 U.S.C. App. Supp. 1611); Public Law 181, 79th Cong. (59 Stat. 533; 50 U.S.C. App. Supp. 1614a, 1614b); Reorganization Plan 1 of 1947 (12 F.R.4534); Public Law 289, 80th Cong. (61 Stat. 678); and War Assets Administration Regulation No. 1 (12 F. R. 6661), as amended.

The Regional Director in each and every War Assets Administration Regional Office is hereby authorized to redelegate to such person or persons as he may designate the authority delegated to him by this instrument.

L. S. Wright, the Secretary of The General Board and Robe. t Whittet, Associate Deputy Administrator, Office of Real Property Disposal, War Assets Administration, are hereby authorized, individually, to certify true copies of this Delegation and provide such further certification as may be necessary to effectuate the intent of this Delegation in form for recording in any jurisdiction, as may be required.

This Delegation shall be effective as of the opening of business on April 9, 1948.

This authority is in addition to delegations of authority previously granted under dates of May 17, 1946; May 29, 1946; July 30, 1946; September 16, 1946; October 31, 1946; November 22, 1946; January 13, 1947; June 6, 1947; and December 1, 1947; but shall not in any manner supersede provisions of said delegations as do not conflict with the provisions of this Delegation.

JESS LARSON
Administrator

Dated: APR 9, 1948.

STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
This 9th Day of July 1948 Record in Deed
Book 188 Page 493 and Record Verified.
T. FARABEE By D. E. Boyette
Clerk Circuit Court Deputy Clerk

84-2488

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

PREPARER:
Lee County Port Authority
16000 Chamberlin Parkway SE
Fort Myers, FL 33913
(941)-786-1000

37.50

DEED OF RELEASE 3933801

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the Airport Owner, WITNESSETH:

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: HELEN CARROLL, D.C. •

OR2688 PG1578

WHEREAS, the United States of America, acting by and through the War Assets Administrator, under and pursuant to authority contained in the provisions of Executive order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, (58 Stat. 765), as amended, and applicable rules, regulations, and orders by instruments of transfer entitled "Quitclaim Deed" dated June 4, 1947, did remise, release and forever quitclaim to County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, Florida, its successors and assigns, all rights, title and interest in and to that certain property located and situated in Lee County, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Lee County, Florida, Miscellaneous Deed Book No. 25, Page 260, reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner, through the Lee County Port Authority, has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700), as amended; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700) is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to covey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

11/13/95 C13a

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by Lee County in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

(1) That the Airport Owner reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Page Field.

(2) That the Airport Owner expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(3) That the Airport Owner expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Page Field or interfere with air navigation and or communication facilities serving Page Field, or otherwise constitute an airport hazard.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the Airport Owner dated June 4, 1947, which real property is described on the attached Exhibit A as Parcel A and Parcel 7-1.

This release is for the specific purpose of permitting the Airport Owner to obtain clear title to the above described property for construction of roadways and their associated right-of-ways.

By its acceptance of this Deed of Release the Airport Owner also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the property described in the attached Exhibit A.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 25th day of October, 1995.

OR2688 PG1579

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

OR2688 PG1580

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By Charles E. Blair
Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

STATE OF FLORIDA)
)ss
COUNTY OF ORANGE)

On this 25th day of October, 1995 before me a Notary Public in and for the County of Orange, State of Florida, personally appeared Charles E. Blair, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

ALLA LEE L. BLANEY
My Comm Exp. 1/27/99
Bonded By Service Ins
No. CC415327
Personally Known [ ] Other I.D.

WITNESS my hand and official seal.

Alla Lee L. Blaney
Notary Public in and for said County and State

(SEAL)

My commission expires January 27, 1999

Accepted:

BOARD OF COUNTY COMMISSIONERS,
LEE COUNTY, FLORIDA, AIRPORT OWNER
By: _____
Chairman or Vice Chairman

Date: November 13, 1995

Attest:
Charlie Green, Ex-Officio Clerk
By: Dian L. Price
Deputy Clerk

Approved As To Form:
LEE COUNTY ATTORNEY'S OFFICE

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

EXHIBIT A

HMA PROJECT #94.43
JULY 19, 1995
REF.DWG. #B-1736
PAGE 1 OF 2

OR2688 PG1581

DESCRIPTION OF
PROPOSED RIGHT-OF-WAY TAKE
PARCEL 7-1

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTIONS 1 AND 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, THE SAME BEING THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S. 00°31'15" W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 65.85 FEET; THENCE RUN S. 89°28'45" E., PERPENDICULAR TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N. 32°55'27" E. FOR A DISTANCE OF 70.57 FEET; THENCE RUN N. 72°31'00" E. FOR A DISTANCE OF 224.29 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1208.92 FEET, THROUGH A CENTRAL ANGLE OF 17°54'26", SUBTENDED BY A CHORD OF 376.30 FEET AT A BEARING OF N. 63°33'47" E., FOR A DISTANCE OF 377.83 FEET TO THE END OF SAID CURVE; THENCE RUN N. 50°29'49" E. FOR A DISTANCE OF 103.19 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N. 40°17'12" W. A DISTANCE OF 1205.92 FEET THEREFROM; THENCE RUN NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1205.92 FEET, THROUGH A CENTRAL ANGLE OF 62°03'57", SUBTENDED BY A CHORD OF 1243.37 FEET AT A BEARING OF N. 18°40'50" E., FOR A DISTANCE OF 1306.31 FEET TO A POINT OF TANGENCY; THENCE RUN N. 12°21'09" W. FOR A DISTANCE OF 1182.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 894.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1200.68 FEET AT A BEARING OF N. 29°46'41" E., FOR A DISTANCE OF 1316.12 FEET TO A POINT OF TANGENCY; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 21.85 FEET; THENCE RUN N. 85°24'16" E. FOR A DISTANCE OF 51.42 FEET; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 153.11 FEET; THENCE RUN S. 80°26'03" E. FOR A DISTANCE OF 63.55 FEET; THENCE RUN S. 48°05'28" E. FOR A DISTANCE OF 71.91 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 91°30'15", SUBTENDED BY A CHORD OF 303.72 FEET AT A BEARING OF N. 86°09'31" E., FOR A DISTANCE OF 338.57 FEET TO A POINT OF TANGENCY; THENCE RUN N. 40°24'32" E. FOR A DISTANCE OF 149.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 278.00 FEET, THROUGH A CENTRAL ANGLE OF 49°22'43", SUBTENDED BY A CHORD OF 232.24 FEET AT A BEARING OF N. 65°05'53" E., FOR A DISTANCE OF 239.59 FEET TO A POINT OF TANGENCY; THENCE RUN N. 89°47'14" E. FOR A DISTANCE OF 219.38 FEET; THENCE RUN N. 00°18'07" W. FOR A DISTANCE OF 19.83 FEET TO A POINT 20.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1, THE SAME BEING A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN DEED BOOK 143 OF PAGE 576 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S. 89°06'35" W., PARALLEL WITH THE NORTH LINE OF THE

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

OR2688 PG1582

SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1 AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN SAID DEED BOOK 143 AT PAGE 576, FOR A DISTANCE OF 1193.27 FEET; THENCE RUN S. 42°46'42" E. FOR A DISTANCE OF 119.45 FEET; THENCE RUN S. 71°54'32" W. FOR A DISTANCE OF 94.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1017.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1365.70 FEET AT A BEARING OF S. 29°46'41" W., FOR A DISTANCE OF 1497.00 FEET TO A POINT OF TANGENCY; THENCE RUN S. 12°21'09" E. FOR A DISTANCE OF 1102.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1082.92 FEET, THROUGH A CENTRAL ANGLE OF 61°48'25", SUBTENDED BY A CHORD OF 1112.35 FEET AT A BEARING OF S. 18°33'04" W., FOR A DISTANCE OF 1168.18 FEET TO THE END OF SAID CURVE; THENCE RUN S. 53°48'02" W. FOR A DISTANCE OF 97.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 35°22'00" W. A DISTANCE OF 1079.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1079.92 FEET, THROUGH A CENTRAL ANGLE OF 14°32'14", SUBTENDED BY A CHORD OF 273.26 FEET AT A BEARING OF S. 61°54'07" W., FOR A DISTANCE OF 274.00 FEET TO THE END OF SAID CURVE; THENCE RUN S. 85°05'58" W. FOR A DISTANCE OF 47.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 18°23'28" W. A DISTANCE OF 1067.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1067.92 FEET, THROUGH A CENTRAL ANGLE OF 00°54'28", SUBTENDED BY A CHORD OF 16.92 FEET AT A BEARING OF S. 72°03'46" W., FOR A DISTANCE OF 16.92 FEET TO A POINT OF TANGENCY; THENCE RUN S. 72°31'00" W. FOR A DISTANCE OF 150.58 FEET; THENCE RUN N. 45°59'18" W. FOR A DISTANCE OF 81.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE RUN S. 00°06'55" E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 201.94 FEET; THENCE RUN S. 00°31'15" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 66.03 FEET TO THE POINT OF BEGINNING, CONTAINING 17.234 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S. 00°06'55" E.

HOLE, MONTES & ASSOCIATES, INC.

BY _____
THOMAS J. GARRIS

P.L.S. #3741
STATE OF FLORIDA

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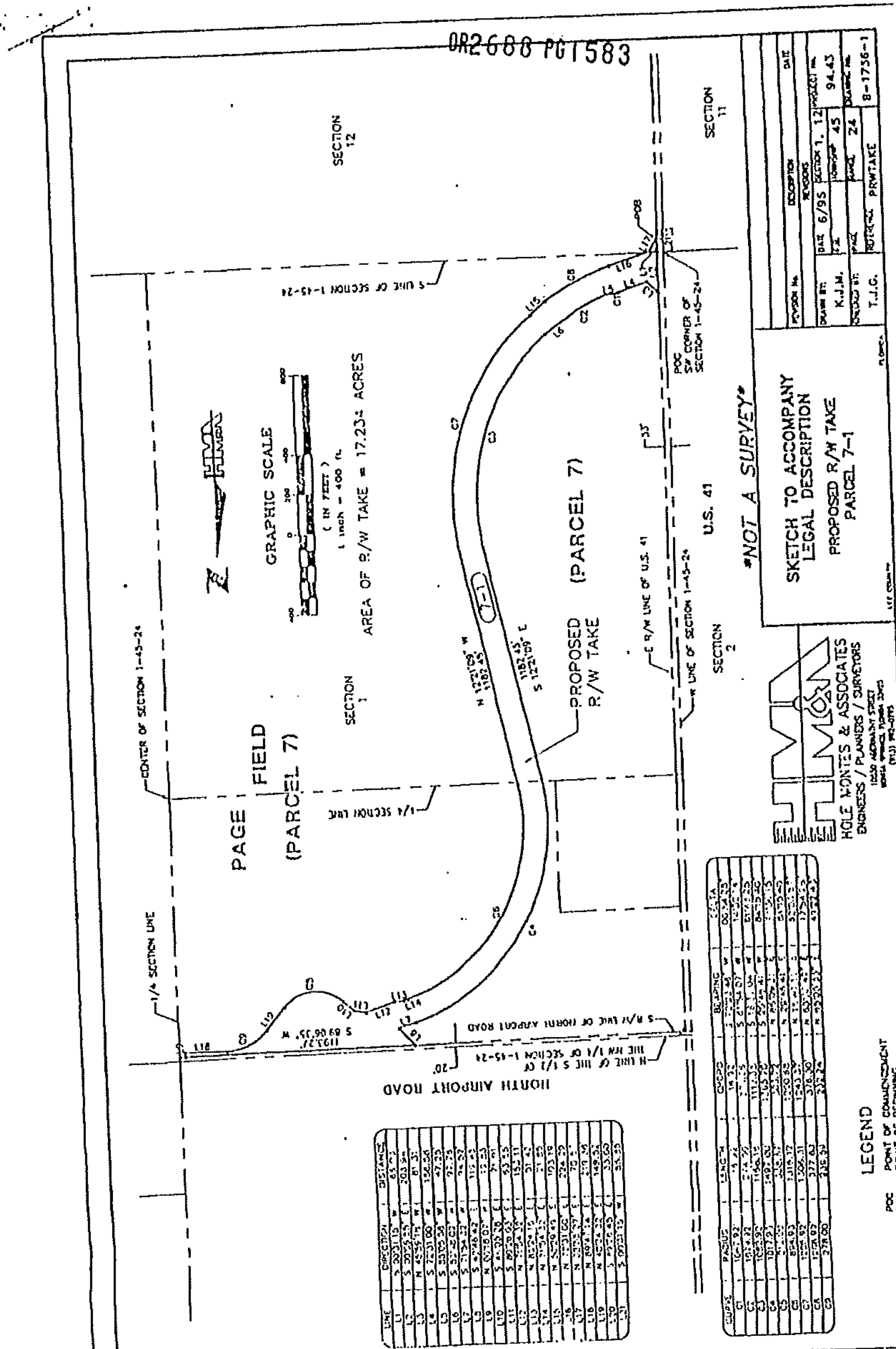


Petition to Vacate
Petition No:98-01-049.04R
Description:FP&L Easement (10ft wide)
See CCMB for detail
Date of Approval:02/24/98
Resolution No:98-02-38
CCMB:1998R Page:114
Recorded on:03/19/9

OR Book:2934
Page:1493-1498

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

(PARCEL A)

DESCRIPTION
OF

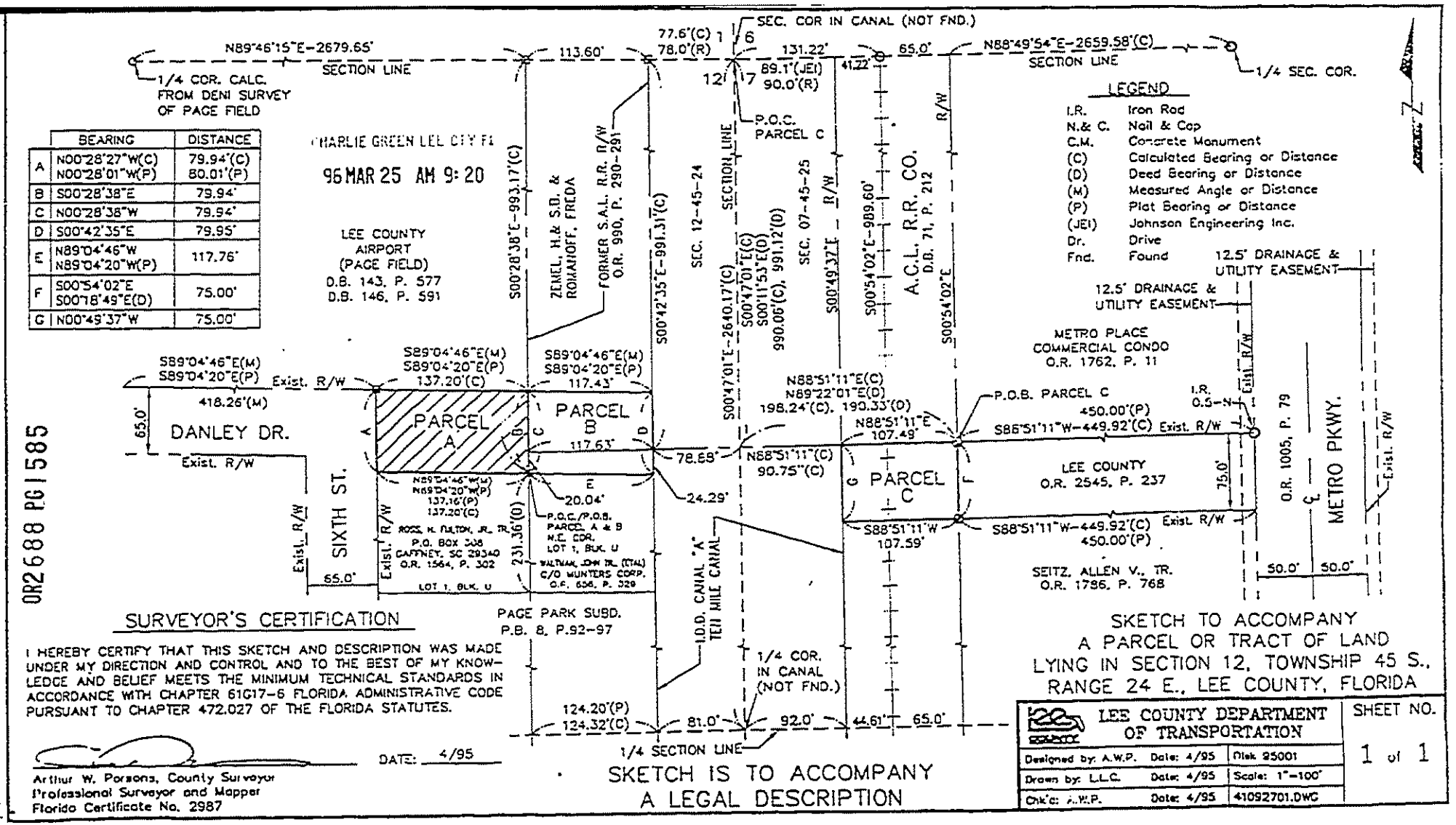
A tract or parcel of land lying in and being a part of Lee County Airport (Page Field) bounded on the south by Lot 1, Block U, on the west by the east right of way line of Sixth Street, on the north by the easterly prolongation of the north right of way line of Danley Drive, all of which are shown on the Plat of Page Park, a Subdivision recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, and on the east by a parcel recorded in Official Record Book 990 at Pages 290 and 291 Public Records of Lee County, Florida, Section 12, Township 45 South, Range 24 East being more particularly described as follows:

Commencing at the northeast corner of Lot. 1, Block U at the northeast corner of Page Park Subdivision as recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, said northeast corner being the point of beginning of the tract or parcel described herein; thence N89°04'46"W (N89°04'20"W-Plat) along the north line of said Lot 1, Block U for 137.20 feet (137.16 feet-Plat) to the northwest corner of said Lot 1 and the east right of way line of Sixth Street (65 feet in width); thence N00°28'27"W (N00°28'01"W-Plat) for 79.94 feet (80.01 feet-Plat) to the north right of way line of Danley Drive; thence S89°04'46"E (S89°04'20"E-Plat) along the easterly prolongation of the north right of way line of Danley Drive for 137.20 feet to the westerly line of the former S.A.L. Railroad right of way as recorded in Official Record Book 990 at Pages 290 and 291, Public Records of Lee County, Florida, thence S00°28'30"E along said right of way line for 79.94 feet to the northeast corner of said Lot 1, Block U of aforesaid Page Park Subdivision and the point of beginning, containing 10,964.72 square feet (0.2517 acres) more or less.

Bearings mentioned hereinabove are based on The Florida Coordinate System, West Zone (NAD 83) 1990 Adjustment with the north line of the northeast quarter (NE 1/4) of Section 12, Township 45 south, 24 east as bearing N89°46'15"E.

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987

(dottpce/14725)



OR2688 PG1585

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

DATE: 4/95

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987

LEE COUNTY DEPARTMENT OF TRANSPORTATION

Designed by: A.W.P.	Date: 4/95	Disk 25001
Drawn by: L.L.C.	Date: 4/95	Scale: 1"=100'
Chk'd: A.W.P.	Date: 4/95	41092701.DWG

SHEET NO. 1 of 1

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/25/23, 2:45 PM Landmark Web Official Records Search

2944628

LEE COUNTY ORDINANCE NO. 86-14

AN ORDINANCE RELATING TO GARBAGE AND SOLID WASTE COLLECTION WITHIN LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS AND A SPECIAL DISTRICT UNIT TO INCLUDE INCORPORATED AREAS OF THE COUNTY; TO BE KNOWN AS SOLID WASTE AND MANDATORY COLLECTION UNITS FOR SERVICE AREAS; PROVIDING FOR THE PURPOSE OF DISPENSING OF SOLID WASTE AND THE BOUNDARIES; ESTABLISHING A GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION; MANDATING SERVICES AND PAYMENT FOR SAME; LEVING SPECIAL ASSESSMENTS AND COLLECTION: PROHIBITING UNLAWFUL DISPOSAL: PENALTIES, SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

OR2189 PG3281

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

WHEREAS, the Board of County Commissioners of Lee County, Florida finds that there is an inordinate amount of littering of and illegal dumping on the public right-of-way and private lands of Lee County, with garbage and waste generated within the residential and non-residential units of the County, resulting in the necessity for more stringent regulation of Garbage and Solid Waste collection practices within the County; and,

WHEREAS, Lee County has determined that a substantial number of commercial entities and residents in the County do not subscribe to a garbage or trash collection disposal service; and,

WHEREAS, the Courts of the State of Florida have determined that levies of fees for garbage and waste collection similar to those levied herein by Lee County are and can be levied as special assessments; and,

WHEREAS, it has been determined that it is necessary for the Board to exercise its authority under Florida Statute

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaBookPage&quickSearchSelection=# 1/1

3998

177 87

2944629

LEE COUNTY ORDINANCE NO. 86-38

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 86-14; RELATING TO MANDATORY GARBAGE AND SOLID WASTE COLLECTION IN LEE COUNTY; AMENDING SECTION ONE, RELATING TO CREATION, PURPOSE AND DECLARATION OF BENEFIT; AMENDING SECTION THREE, PARAGRAPH 11, RELATING TO THE DEFINITION OF HAZARDOUS WASTE, AND PARAGRAPH 14, RELATING TO THE DEFINITION OF RESIDENTIAL COLLECTION SERVICE; AMENDING SECTION SIX, RELATING TO VARIANCES OR EXEMPTIONS FROM THE PROVISIONS OF LEE COUNTY ORDINANCE NO. 86-14, PROVIDING FOR A FINANCIAL HARDSHIP COMMITTEE, PROVIDING FOR PROCEDURES FOR APPLICATION FOR FINANCIAL HARDSHIP, PROVIDING FOR REVIEW PROCEDURES, PROVIDING FOR FLORIDA ADMINISTRATIVE CODE RECOMMENDATIONS FOR COMPACTION-TYPE TRUCK SPECIFICATIONS; AMENDING SECTION EIGHT, PARAGRAPH A., PROVIDING FOR PAYMENTS TO CONTRACTOR/FRANCHISEE BY DESIGNEE OF THE COUNTY; AMENDING SECTION NINE, PARAGRAPH B, PROVIDING FOR A FISCAL YEAR FROM APRIL 1 TO MARCH 31, AMENDING PARAGRAPH'S C, D AND E, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TEN RELATING TO CERTIFICATION OF THE RATE RESOLUTION, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TWELVE RELATING TO SCOPE OF SPECIAL ASSESSMENT, PROVIDING FOR PAYMENT OF THE SPECIAL ASSESSMENT IN QUARTERLY INSTALLMENTS AS WELL AS IN AN ANNUAL PAYMENT, PROVIDING FOR A DISCOUNT FOR ANNUAL PAYMENT, PROVIDING FOR PENALTIES FOR LATE QUARTERLY PAYMENTS, PROVIDING FOR AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE LEE COUNTY TAX COLLECTOR AS THE BOARD DESIGNATED AGENT FOR COLLECTION AND DISBURSEMENT OF SPECIAL ASSESSMENT FUNDS; AMENDING SECTION THIRTEEN, RELATING TO CORRECTIONS OF ERRORS AND OMISSIONS, PROVIDING FOR PETITION TO THE COURTS; AMENDING EXHIBIT A, RELATING TO LEGAL DESCRIPTIONS OF THE FRANCHISE AREAS FOR AREAS NO. 3 and NO. 4, DELETING AREA NO. 7; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

OR2189 PG3334

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida, and;

WHEREAS, the Board of County Commissioners, by Ordinance No. 86-14, created the Mandatory Garbage and Solid Waste Collection Program in Lee County, and;

WHEREAS, in the course of the implementation of Lee County Ordinance 86-14 since its adoption, there have developed numerous administrative matters that require amendments to Ordinance 86-14, and;

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

248

This Instrument Prepared By:
Ed Moran
Lee County Port Authority
16000 Chamberlain Parkway
Fort Myers, Florida 33913

INSTR # 5738089
Official Records BK 03865 PG 1201
RECORDED 03/07/2003 10:55:02 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 240.00
DEPUTY CLERK J Miller

53

LAND LEASE FOR CONSTRUCTION OF A HANGAR BUILDING AT PAGE FIELD GENERAL AVIATION AIRPORT

Between
Lee County Port Authority,
a special district and political subdivision of the State of Florida
and
Switlik Aviation Maintenance, Inc.
a Florida corporation

Note: The legal description of the leased premises is attached hereto as EXHIBIT A-1.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

"EXHIBIT A-1"

LEGAL DESCRIPTION
OF A PARCEL LYING IN
SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(LEASE PARCEL)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT (4"x4") STAMPED "LEE COUNTY PORT AUTHORITY (DENI ASSOCIATES)" AND MARKING THE POINT OF TANGENCY ON A CURVE ON THE NORTHERLY LINE OF DANLEY DRIVE (65 FEET WIDE); SAID POINT OF TANGENCY BEING APPROXIMATELY 170 FEET WESTERLY OF AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE CENTERLINE OF FIRST STREET AND SAID NORTHERLY LINE OF DANLEY DRIVE, ALL AS SHOWN ON THE PLAT OF PAGE PARK, A SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 93 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE NORTH 82°10'16" WEST ALONG SAID NORTHERLY LINE FOR 132.78 FEET; THENCE NORTH 78°42'08" WEST ALONG SAID NORTHERLY LINE FOR 87.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°12'30" FOR 52.54 FEET; THENCE N26°30'16"E FOR 213.99 FEET; THENCE N78°00'00"E FOR 86.97 FEET; THENCE S12°00'00"E FOR 128.00 FEET; THENCE N82°01'18"E FOR 86.79 FEET; THENCE S00°32'34"E FOR 64.40 FEET; THENCE S89°27'26"W FOR 40.00 FEET; THENCE S00°32'34"E FOR 100.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE NORTHERLY LINE OF DANLEY DRIVE (65 FEET WIDE) AS BEING NORTH 78°42'08" WEST.

Official Records BK 03865 PG 1202

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

LAND LEASE
FOR CONSTRUCTION OF A HANGAR BUILDING
AT PAGE FIELD GENERAL AVIATION AIRPORT

THIS AGREEMENT is made and entered into this 14 day of NOVEMBER, 2001, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida with offices at 16000 Chamberlin Parkway, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **SWITLIK AVIATION MAINTENANCE, INC.**, a Florida corporation with principal offices at 511 Danley Drive, Building B, Fort Myers, Florida 33907 (herein referred to as "Lessee").

Background

Lee County, a political subdivision of the State of Florida, owns the Page Field General Aviation Airport, in Lee County, Florida (the "Airport"). Pursuant to Chapter 63-1541, Laws of Florida, Section 332.08(1), Florida Statutes, and Lee County Ordinance 90-02, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and grant related rights and privileges. Lessee desires to lease certain vacant land at the Airport for construction of an aircraft hangar building to be used for Lessee's aircraft maintenance and repair business. The Authority is willing to grant this lease upon the terms and conditions provided below.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree as follows:

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Subject to the terms, covenants, and conditions contained herein, the Authority does hereby demise and lease to Lessee the following described real property (hereinafter the "premises" or the "leased premises"):

> A parcel of land, within the boundaries of Page Field General Aviation Airport, in the County of Lee, State of Florida, containing approximately 1.12 acres, depicted generally as the "SWITLIK SITE" on the sketch attached hereto as "EXHIBIT A," and being more specifically identified as "SWITLIK SITE" on the drawing attached hereto as "EXHIBIT B."

The parties hereto recognize that the drawings which comprises Exhibits A and B show only an approximate depiction of the boundaries of the parcel leased to Lessee. Accordingly, the Authority has the option, at any time, of hiring a registered professional surveyor and mapper to perform a boundary survey and prepare a metes and bounds description of the premises leased herein, in accordance with the description above and with Exhibits A and B. In the event Authority obtains such a survey and metes and bounds description, it will provide Lessee with copies of same within thirty (30) days. Such metes and bounds description will be filed by the Authority, with the Lee County Clerk of Courts, Minutes Department, will be incorporated by reference into this lease, and will be the controlling interpretation of the boundaries of the leased parcel.

The right to use the leased premises shall include, beginning on the "Rent Commencement Date" defined below, the

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

preferential, but nonexclusive, use of a number of aircraft tie-down spaces assigned by Authority and located on the existing aircraft apron immediately adjacent to the leased premises, as shown on Exhibit B in the area labeled "Adjacent Tie-Down Area." The number of such spaces will be seven (7), unless initially set by Lessee, prior to the commencement of the term of this lease, at six (6) or five (5), and the number may then be changed by Lessee not more often than annually, but the number shall always be a minimum of five (5) and a maximum of seven (7). Lessee may use such spaces only for the movement and parking of aircraft that is ancillary to the allowed uses of the leased premises as set forth in Article 4.

ARTICLE 2

TERM

Section 2.1 Initial term. The initial term of this lease will commence on December 1, 2001, and will continue until the day immediately preceding the date that is twenty-five (25) years after the "Rent Commencement Date" defined in Section 3.2 below.

Section 2.2 Option to extend. Authority shall have the option to extend the term of this lease for an additional five (5) years immediately following the initial term, by giving the Lessee written notice, in the manner set forth below, no earlier than one year and no later than two months prior to the expiration of the initial term, of Authority's intent to exercise this option. The Authority's exercise of this option shall be effective unless Lessee objects to Authority, by giving written

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

notice in the manner set forth below, not less than thirty (30) days after the date of the Authority's notice.

ARTICLE 3

RENT

Section 3.1 Amount of payments. Lessee agrees to pay the Authority, as "base rent," for and during the term beginning on the "Rent Commencement Date" defined below, annual rent of $8,349.60, payable in advance in equal monthly installments of $695.80.

Section 3.2 Rent commencement date. The "Rent Commencement Date" shall be the earlier of:

(a) the date a temporary or permanent certificate of occupancy is issued for any building constructed on the premises; or

(b) the date Lessee commences using the premises (or any part) for aircraft storage or any aspect of its business; or

(c) October 1, 2002;

whichever occurs first. Lessee will use due diligence and make good faith efforts to obtain permits, complete its construction, open the facility for business, and cause the "Rent Commencement Date" to occur as soon as practicable.

Section 3.3 Escalation. Beginning November 1, 2002, and every three (3) years thereafter while the lease is in force, the "base rent" will be adjusted for proportionate increases and decreases in CPI but will never be less than the "base rent" specified above. The adjustment of base rent will be the product of the base rent multiplied by a fraction, the numerator of which

Official Records BK 03865 PG 1206

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

is the comparison index and the denominator of which is the base index. The term "base index" means the CPI in effect for the calendar month of November 1999. The term "comparison index" means the CPI in effect for the second calendar month before the applicable adjustment date.

The term CPI means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI ceases to use 1982-84 = 100 as a base, or if the CPI is altered, modified, converted, or revised in any way, the CPI will be adjusted to the figure that would have resulted had the change not occurred. If the CPI ceases to be published, any substitute or successor equivalent index published by any agency of the U.S. government will be used.

Section 3.4 Payment. All payments must be paid, without demand, setoff, or deduction, on or before the first day of each calendar month, to Lee County Port Authority, Finance Department, 16000 Chamberlin Parkway, Suite 8671, Fort Myers, Florida, 33913, or such other place as the Authority may direct in writing. If the Rent Commencement Date falls on a date other than the first day of a calendar month, the monthly payment will be prorated for that month.

Section 3.5 Additional charges. The Authority shall have the right to pass through to Lessee, and the Lessee shall pay to Authority, any and all reasonable charges which may be imposed from time to time upon the Authority or Lee County in relation to

Official Records BK 03865 PG 1207

the leased premises (or, if imposed on an area of the airport larger than the leased premises, a reasonably proportional amount) by any federal, state or local government with jurisdiction over the Airport, which are not known Airport expenses at the time of entering into this lease.

Section 3.6 Tie-down space fees. In consideration for the use of aircraft tie-down spaces on the apron adjoining the leased premises, as set forth in Article 1, Lessee shall monthly pay to the Authority, beginning on the "Rent Commencement Date" defined in Section 3.2 above, a fee for each such tie-down space that is allocated to Lessee pursuant to Article 1 (regardless of actual usage), equal to the then-current standard rate established by the Authority for such tie-down spaces. The initial rate shall be twenty-five dollars ($25.00) per month per tie-down space, and this rate will be effective until the Authority amends its standard rate for tie-down space fees. The fees for such tie-down spaces will be in addition to all other rents and charges set forth in this lease.

ARTICLE 4

USE OF LEASED PREMISES

Lessee shall have the right and obligation to use the leased premises solely for constructing an aircraft hangar building and carrying on the business of providing, to the public, aircraft maintenance and repair services. Lessee shall not use or permit the use of the leased premises or any part thereof for any other purpose, except upon prior written consent of the Authority's

Official Records BK 03865 PG 1208

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Executive Director or his designee.

Lessee agrees to refrain from and prevent any use of the leased premises or the Airport which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard. Lessee shall make no unlawful, improper, or offensive use of the premises.

ARTICLE 5

CONSTRUCTION OF HANGAR AND IMPROVEMENTS

Section 5.1 Condition of premises. Lessee accepts the premises in "as is" condition. No representation has been made to Lessee concerning the suitability of the premises for Lessee's purposes.

Section 5.2 Hangar building. Lessee will, at Lessee's own cost and expense, perform and complete any necessary design, permitting, and site work, and construct, on the leased premises, an aircraft hangar building. The hangar building will include at least 8,000 square feet of floor area for indoor hangar space, plus at least 1,200 square feet of floor area for offices, public restrooms, public lounge, and public telephones. Lessee may also make any other improvements, repairs, or alterations, that may be reasonably necessary to utilize the premises for the allowed use.

Section 5.3 Cost of improvements. Lessee will bear the sole cost and expense of all improvements on the premises, including, without limitation, design, permitting, materials, construction, insurance, and maintenance. All work, whether interior or exterior, ordinary, extraordinary, or structural,

Official Records BK 03865 PG 1209

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

must be performed in a good and workmanlike manner, in full compliance with plans and specifications approved by the Authority, and in compliance with Lee County Port Authority "Leasehold Development Standards" (except as may be expressly waived by the Authority) and all other applicable governmental rules or regulations.

Section 5.4 Design approvals; construction bonds; insurance. Prior to commencing construction of the hangar building or any other construction work (not limited to initial construction, improvements, alterations, and repairs), Lessee shall:

(i) submit to the Authority for the Authority's approval complete plans and specifications for the proposed work, utilizing the procedures set out in the "Leasehold Development Standards for Southwest Florida International Airport and Page Field Airport" adopted by the Authority on March 13, 1995, as may be amended or replaced from time to time ("Leasehold Development Standards");

(ii) obtain and pay for all permits and approvals required, and pay any applicable impact fees or other development fees;

(iii) provide the Authority with proof of insurance of the types and in the amounts set forth below.

(iv) execute, deliver to the Authority, and record in the public records of Lee County, separate payment and performance bonds which comply with the requirements of Florida Statutes, section 255.05(1)(a), and are satisfactory to the Authority, in at least the full amount of the contract price for completing the work; and

(v) obtain from Authority written approval of the design plans and specifications, and a written Notice to Proceed. The Authority reserves the right to require Lessee to resubmit designs and plans until acceptable to the Authority.

Official Records BK 03865 PG 1210

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Section 5.5 Authority's option to terminate for Lessee's failure to obtain financing or commence or complete construction. If Lessee fails to obtain all necessary permits and adequate financing for construction and actually commence construction of the required hangar building (described in Section 5.2 above), within two (2) years after the date of this agreement, or if Lessee fails to complete construction of said hangar building within three (3) years after the date of this agreement, then the Authority may, at its sole option, cancel this lease. The Authority may extend these time periods in writing, but will be under no obligation to do so. If Authority's right to cancel is exercised as herein provided, this lease shall thereafter be null and void, and any money or security deposited hereunder shall be returned to Lessee and neither party shall have any further liability to the other.

Section 5.6 Environmental mitigation to be off-airport. No required environmental mitigation shall be located on the leased premises or on the Airport, but rather shall be located off-airport at Lessee's expense. (However, Lessee may locate stormwater detention or retention facilities on the leased premises.)

Section 5.7 Maintenance and repairs of the premises. Lessee must keep the premises and any improvements thereon in a clean and orderly condition and good state of repair at all times. Lessee agrees to provide at its own expense such maintenance, custodial, trash removal, and cleaning services and

Official Records BK 03865 PG 1211

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

supplies as may be necessary or required in the operation and maintenance of the leased premises.

Section 5.8 Ownership of improvements. The hangar building and any and all other improvements made by Lessee which have assumed the nature of realty will become the property of the Authority on termination or expiration of this lease (and any extensions thereof), without compensation to Lessee, free of all liens and claims.

Lessee will have the right prior to termination or expiration of this agreement to remove any furnishings, trade fixtures, equipment, and improvements that have not assumed the nature of realty, provided that Lessee is not then in default hereunder and that Lessee repairs any damage caused by such removal. Any such property remaining after the termination or expiration of this agreement will immediately become the property of the Authority unless otherwise agreed by the Authority in writing.

Section 5.9 Advertising and signs. Lessee's use of existing signs or installation or operation of new signs on the Airport shall be subject to the approval of the Authority at its sole discretion as to the number, size, height, location, color and general type and design.

Section 5.10 Lessee's inspection period. Notwithstanding anything herein that may appear to the contrary, Lessee shall have an inspection period of forty-five (45) days after this lease is approved by the Authority's Board of Port Commissioners

Official Records BK 03865 PG 1212

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

during which Lessee shall have the option, at its sole discretion, to terminate this lease by providing advance written notice to Authority, in which case neither party shall have any liability to the other.

ARTICLE 6

UTILITIES

Lessee must install, at its own expense, any required utilities, and utility meters, not already in place. Lessee must pay for all gas, electric, water, telephone, sewage, and any other utilities consumed within the leased premises.

ARTICLE 7

ASSIGNMENT AND SUBLEASING

Lessee will not assign this lease, in whole or in part, or sublet all or any part of the premises, and any such attempted assignment or sublease shall be voidable by the Authority, unless Lessee first obtains written consent of the Authority's Executive Director or Board of Port Commissioners, which will not be unreasonably withheld. Lessee will provide Authority with a copy of any proposed assignment or sublease. Any change in the ownership or control of Lessee by transfer of capital stock or partnership interest or otherwise will be deemed an assignment for purposes of this section.

Lessee will remain liable for the performance of this lease regardless of any assignment, sublease, or license, with or without consent of Authority, unless Authority expressly releases Lessee from such liability in writing.

Official Records BK 03865 PG 1213

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

ARTICLE 8

SECURITY DEPOSIT/PERFORMANCE GUARANTY

Lessee will, promptly upon execution of this agreement and prior to the commencement of the term of this lease, deliver to the Authority the amount of $2,000.00, to be paid by certified check or cashier's check, as a security deposit for faithful performance by Lessee of Lessee's obligations under this agreement. If Lessee defaults on any duty under this agreement, Authority may apply the security deposit to damages sustained. If Lessee faithfully performs the obligations of this agreement and timely vacates the premises and removes its equipment upon expiration, Authority will repay the security deposit, without interest, within 45 days after such expiration and timely vacation and removal from the Airport.

In lieu of a cash security deposit, Lessee may deliver to Authority an irrevocable letter of credit, issued and drawn on an American bank or trust company in form and content acceptable to Authority, with partial drawings permitted, in the sum stated above. Said letter of credit shall automatically renew each year until the termination or expiration of this agreement and Lessee's vacation of the premises. If such letter of credit is not renewed, Lessee shall deliver a replacement letter of credit to the Authority at least 30 days before expiration of the current letter of credit; failure to do so will constitute a breach and entitle Authority to present the existing letter of credit for payment.

Official Records BK 03865 PG 1214

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

In lieu of cash or irrevocable letter of credit, Lessee may deliver to Authority a binding guaranty in form and substance acceptable to Authority, duly issued by a surety company which is acceptable to Authority, pursuant to which the surety company agrees to pay the Authority any amount up to the sum stated above, within 24 hours after delivery to the said surety of Authority's signed statement that such funds are payable to Authority because of Lessee's default under the terms and conditions of this agreement. Such guaranty shall be in full force and effect during the term of this agreement, provided that if initially issued for a lesser term, Lessee shall deliver a renewal certificate or replacement guaranty (similar in all respects to the initial guaranty) to the Authority at least 30 days before expiration of the current guaranty; failure to do so will constitute a breach and entitle Authority to collect under the existing guaranty.

ARTICLE 9

LESSEE'S STANDARDS OF OPERATION

Section 9.1 General. Lessee will make every reasonable effort, in good faith and using due diligence, to obtain all required permits and approvals, and to complete all construction and open the facility for business, as promptly as possible. Once the facility is open for business, Lessee will continuously operate the business.

Section 9.2 Compliance with Airport's Minimum Standards. Lessee will comply with all requirements of Part III, Section 5

Official Records BK 03865 PG 1215

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

("Aircraft Maintenance and Repair Services") and Section 6 ("Special Aircraft Repair Services") of the "Minimum Standards for Commercial Aeronautical Activities at Page Field General Aviation Airport" adopted by the Authority on July 13, 1998, including but not limited to the requirements pertaining to services provided, hours of operation, and personnel. Further, all personnel employed by the Lessee will be neat, clean and courteous at all times, and shall abide by the Airport Rules and Regulations. Lessee will maintain the highest level of standards as it relates to quality of goods and service. The level of service and quality of goods shall be on a par with other similar first class establishments at comparable airports in the U.S.

Section 9.3 Premises. Lessee's premises will be maintained in a first class manner with regard to safety and cleanliness and Lessee will, at its sole expense, keep the premises clean and free from garbage, rubbish, refuse, dust, dirt, insects, rodents and vermin. Lessee will store any hazardous materials in accordance with all applicable laws.

Section 9.4 Noise. Lessee agrees not to create noise constituting a nuisance for any residential areas near the Airport. The Authority reserves the right to enact regulations or otherwise set maximum allowable decibel levels and other parameters governing noise generated by Lessee's operations, and to require all engine run-ups to be done within specified times of the day, and to require run-ups of engines not attached to planes to be done within an Authority-approved noise muffling

Official Records BK 03865 PG 1216

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

device (or "hush house") designed specifically for the intended use, and Lessee agrees to abide by any such regulations or parameters.

ARTICLE 10

RIGHT OF ENTRY

Authority's agents or employees will have the right to enter the leased premises to:

(i) view and inspect the premises, make repairs, or show the premises to prospective tenants, during Lessee's regular business hours with at least 24 hours advance notice;

(ii) view and inspect the premises or make repairs at any time in case of emergency; and

(iii) perform any and all things which Lessee is obligated to and has failed to do after fifteen (15) days written notice to act, including maintenance, repairs, and replacements to the premises, unless Lessee already is making a reasonable effort to effectuate corrective measures. The cost of all labor, materials, and overhead charges required for performance of such work will be promptly paid by Lessee to Authority.

ARTICLE 11

COMPLIANCE WITH LAWS

Lessee (including its officers, agents, servants, employees, contractors, suboperators, and any other person over which Lessee has the right to control) shall comply at all times with all present and future laws, including the Airport Rules and Regulations Ordinance (Lee Co. Ord. 94-09) as may be amended or superseded, and all other statutes, ordinances, orders, directives, rules, and regulations, of the federal, state, and local governments, including the Authority and the Federal

Official Records BK 03865 PG 1217

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Aviation Administration ("FAA"), which may be applicable to its operations at the Airport.

ARTICLE 12

RELEASE, INDEMNITY, AND HOLD HARMLESS

Neither the Authority nor Lee County will be liable to the Lessee for, and Lessee agrees to release, indemnify, and hold harmless, the Authority and Lee County (and their respective Commissioners, officers, agents, and employees) from, any and all injury, loss, or damage, of any nature whatsoever (other than damages for Authority's breach of this lease), to any person or property in connection with Lessee's use of the leased premises or the Airport, whether caused by negligent acts of the Authority or Lee County, or their agents or servants, or otherwise.

ARTICLE 13

INSURANCE

Lessee must procure and maintain, prior to commencement of any construction work on the premises, and then for the remainder of the lease term, at its own expense, for the protection of the Authority and Lessee, in form satisfactory to Authority, with one or more insurers qualified to do business in Florida:

(1) Commercial general liability insurance, including premises, operations, and contractual liability, and comprehensive auto liability, with a minimum combined single limit of $1,000,000.00.

(2) Property insurance for all risks of physical loss or damage to the premises and improvements including loss or damage

Official Records BK 03865 PG 1218

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

by fire, windstorm, and other such causes commonly referred to as "extended coverages." Coverages must be maintained in an amount sufficient to prevent any party from being a co-insurer on any part of the risk, and not less than the full replacement value.

(3) Workers' compensation and employer's liability insurance, in the amounts required by state law.

(4) If requested of Lessee by the Authority, builder's risk insurance in an amount covering the contract price for all work to be performed by Lessee (including construction of the hangar building), on an "all risk" form. If the Authority requests Lessee to obtain builder's risk insurance, Authority will reimburse Lessee for the cost thereof, provided that any increase in premium due to the actions of Lessee shall be paid for by Lessee.

The Authority must be named as additional insured in all policies of insurance. The original or a certified copy of the above policy or policies, plus certificates evidencing the existence thereof, shall be delivered to the Authority not less than fifteen days before the start of any construction, and at least ten days before the expiration of any such policy, Lessee shall deliver to Authority certificates evidencing the renewal thereof. Each such policy or certificate shall contain a valid provision or endorsement that "This policy will not be canceled or materially changed or altered without first giving thirty (30) days advance written notice to the Authority."

ARTICLE 14

DEFAULT BY LESSEE

Section 14.1 Default. Lessee will be deemed in default of

Official Records BK 03865 PG 1219

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

this lease if:

(1) Lessee fails to pay rent or make any other payment required hereunder within 10 days after payment is due;

(2) Lessee neglects or fails to perform and observe any promise, covenant or condition set forth in this agreement after receipt of written notice of breach from the Authority;

(3) Lessee becomes, without prior written notice to Authority, a successor or merged corporation in a merger, or a constituent corporation in a consolidation;

(4) Lessee becomes a corporation in dissolution for a period exceeding 6 months;

(5) Lessee's service to customers deteriorates for a period and to an extent which, in the sole opinion of Authority, materially and adversely affects the quality of Lessee's operation;

(6) Lessee abandons, deserts, vacates or discontinues its operation of the business herein authorized, for a period exceeding thirty (30) days, without prior written consent of Authority.

Section 14.2 No waiver. No default will be deemed waived by Authority, whether or not Authority has knowledge of the default or accepts rent or other payments, unless the waiver is expressed in writing and signed by the Authority.

Section 14.3 Authority's remedies. In addition to all other remedies provided herein or at law, Authority will have the cumulative rights to terminate this lease, and, if Lessee is in possession of the premises, to accelerate the maturity of all rent due and to become due during the remainder of the term, by giving at least thirty (30) days written notice to Lessee, if Lessee is in default of this lease as set forth in Section 14.1 above, and such default is not cured to the Authority's satisfaction:

(a) within thirty (30) days after the Authority

Official Records BK 03865 PG 1220

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

gives Lessee notice of the default; or

(b) if any such default (other than the payment of rent or money) is not curable within thirty (30) days, Lessee fails to demonstrate to the Authority within said thirty (30) day period that it has commenced curing the default, or Lessee fails to diligently pursue the cure of such default to completion.

ARTICLE 15

DEFAULT BY AUTHORITY/REMEDIES OF LESSEE

Authority's failure to perform any duty required by this lease within thirty (30) days after receiving written notice from Lessee will be deemed a default by Authority. In the event of default by Authority, Lessee will have the following cumulative remedies, rights, privileges, and options in addition to all other remedies now or hereafter provided by law:

1. To perform any act or do anything required under this lease to be performed by Authority.
2. To set off from the rent any sum that Lessee may reasonably incur to cure any breach of this lease by Authority.
3. To recover reasonable attorneys' fees and costs in connection with any action or proceeding to enforce this lease, or to secure any rights due Lessee under this lease, whether or not action is instituted.

ARTICLE 16

CASUALTY

Section 16.1 Notice to Authority. If the premises or any improvement thereon, such as the hangar building, is damaged or destroyed by fire, hurricane, tornado, or any other casualty, Lessee shall promptly give written notice to Authority of the date and nature of such damage.

Section 16.2 Damage due to insurable cause not near

Official Records BK 03865 PG 1221

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

end of extended term, or minor damage. If the hangar building is damaged and either:

(i) such damage occurs by fire, hurricane, tornado, or other casualty of the type which Lessee is required to provide coverage for, or which is covered by any insurance policy carried by Lessee, and which occurs at least 3 years prior to the expiration date of the initial term of this lease; or

(ii) the building is not more than 10 percent damaged, as determined by the Authority;

then Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild it, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to the Authority's review and approval of plans).

Section 16.3 Major damage due to uninsurable cause or near end of lease term. If the hangar building is more than 10 percent damaged, as determined by the Authority, and either:

(i) such damage occurs by a cause, such as war or nuclear attack, not of the type which Lessee is required to provide coverage for, and which is not covered by any insurance policy carried by Lessee, or

(ii) the cause occurs within 3 years prior to the expiration date of the term of this lease;

then Lessee shall have the option to elect to terminate this lease by providing written notice to Authority, in the manner provided herein, within 6 months of the date of said casualty, in which case any insurance proceeds must

Official Records BK 03865 PG 1222

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

be paid to Authority. If Lessee does not so exercise this option to terminate, then Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild the hangar building, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage, and in accordance with the procedures set forth above for Lessee's initial construction (not limited to the Authority's review and approval of plans).

Section 16.4 Abatement of rents and other payments. If Lessee's business is stopped due to casualty to the hangar building, Lessee's obligation to pay rent and any other applicable fees or charges will abate from the date of said cessation of business, until the date a certificate of occupancy for completion of Lessee's repairs is issued, or until Lessee reopens the premises for business (whichever occurs first), but in any event not to exceed a period of one year. Notwithstanding the preceding sentence, in the event Lessee terminates this lease pursuant to Section 15.3 above, Lessee will pay the Authority all rents and fees which accrue, prorated as of the date Lessee has so terminated and surrendered the premises to the Authority.

ARTICLE 17

LICENSES AND TAXES

Lessee shall have and maintain in current status all federal, state, and local licenses and permits required

Official Records BK 03865 PG 1223

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

for the operation of the business conducted by Lessee. Lessee agrees to bear, pay, and discharge, on or before their respective due dates, all federal, state, and local taxes, fees, assessments, and levies which are now or may hereafter be levied upon the premises, or upon Lessee, or upon the business conducted on the premises, or upon any of Lessee's property used in connection therewith.

ARTICLE 18

COMPLIANCE WITH ENVIRONMENTAL LAWS

As a material inducement to Authority to lease the premises to Lessee, Lessee covenants and warrants that Lessee and Lessee's use of the premises will at all times comply with and conform to all Environmental Laws.

"Environmental Law" shall include any and all federal, state, and local statutes, laws, regulations, ordinances, rules, judgments, orders, decrees, permits, concessions, grants, franchises, licenses, agreements or other governmental restrictions relating to the environment or to emissions, discharges, releases or threatened releases of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances, materials or wastes into the environment including, without limitation, ambient air, surface water, ground water, or land, or otherwise relating to the Handling (as hereinafter defined) of pollutants, contaminants, chemicals, or industrial, toxic or hazardous substances or wastes.

"Handling" shall include use, treatment, storage,

Official Records BK 03865 PG 1224

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

manufacture, processing, distribution, transport, placement, handling, discharge, generation, production or disposal.

ARTICLE 19

STORM WATER COMPLIANCE

Section 19.1 Definitions. For purposes of this Article, the following definitions apply:

"Storm water" - Storm water runoff and surface water runoff and drainage.

"Significant materials" - Includes, but is not limited to -- raw materials; fuels; materials such as solvents, detergents and plastic pellets; finished materials such as metallic products, raw materials used in food processing or production; hazardous substances designated under Section 181(14) of the CERCLA; any chemical the facility is required to report pursuant to Section 313 of Title III of SARA; fertilizers; pesticides; and waste products such as ashes, slag and sludge that have a potential to be released with storm water discharges. (See 40 CFR 122.26(b)(12).)

"Best Management Practices (BMP)" - Practices employed to prevent or reduce source water pollution, such as the construction of runoff-retention basins and replanting eroding surfaces.

Section 19.2 Acknowledgments.

(1) Notwithstanding any other provisions of the Agreement, Lessee acknowledges that the Airport is subject to federal storm water regulations, 40 CFR Part 122, and, if applicable, state storm water regulations, Chapter 373, Part IV, Florida Statutes. Lessee further acknowledges that it is familiar with these storm water regulations; and that it is aware that there are significant penalties for submitting false information, including fines and imprisonment for knowing violations of those regulations.

Official Records BK 03865 PG 1225

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

(2) Authority has taken steps necessary to apply for or obtain a storm water discharge permit as required by the applicable regulations for the Airport, including the Leased Premises. Lessee acknowledges that the storm water discharge permit issued to the Airport may name the Lessee as a co-permittee.

(3) Notwithstanding any other provision or terms of this Lease, including the Lessee's right to quiet enjoyment, Authority and Lessee acknowledge that close cooperation is necessary to ensure compliance with any storm water discharge permit terms and conditions, as well as to ensure safety and to minimize costs. Lessee acknowledges that, as discussed more fully below, it may have to undertake to minimize the exposure of storm water to "significant materials" generated, stored, handled or otherwise used by the Lessee, as defined in the federal storm water regulations, by implementing and maintaining "Best Management Practices."

(4) Lessee acknowledges that the Airport's storm water discharge permit (NPDES Permit Number FLR05A513)is incorporated by reference into this Agreement.

Section 19.3 Permit compliance.

(1) Authority will provide Lessee with written notice of the storm water discharge permit requirements in the Airport's storm water permit that Lessee will be obligated to perform from time to time, including, but not limited to: certification of non-storm water discharges; collection of storm water samples; preparation of storm

Official Records BK 03865 PG 1226

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

water pollution prevention or similar plans; implementation of good housekeeping measures of Best Management Practices; and maintenance of necessary records. Such written notice shall include applicable deadlines. Lessee within seven (7) days of receipt of such written notice, shall notify Authority in writing if it disputes any of the storm water discharge permit requirements it is being directed to undertake. If Lessee does not provide such timely notice, it is deemed to assent to undertake such requirements. If Lessee provides Authority with timely written notice that it disputes such storm water discharge permit requirements, Authority and Lessee agree to negotiate a prompt resolution of their differences. Lessee warrants that it will not object to written notice from the Authority for purposes of delay or avoiding compliance.

(2) Lessee agrees to undertake, at its sole expense unless otherwise agreed to in writing between Authority and Lessee, those storm water discharge permit requirements for which it has received written notice. Lessee warrants that it shall meet any and all deadlines, that are either imposed on it without objection, or agreed to by the parties. Lessee acknowledges that time is of the essence.

(3) Authority agrees to provide Lessee, at its request, with any non-privileged information collected and submitted to any governmental entity pursuant to applicable storm water regulations.

Official Records BK 03865 PG 1227

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

(4) Lessee agrees that the terms and conditions of the Authority's storm water discharge permit may change from time to time and hereby appoints Authority as its agent to negotiate any such permit modifications with the appropriate governmental entity.

(5) Authority will give Lessee written notice of any breach by Lessee of the Authority's storm water discharge permit or the provisions of this section. Such a breach is material, and, if of a continuing nature, Authority may seek to terminate this lease pursuant to the terms of this Agreement. Lessee agrees to cure promptly any breach.

ARTICLE 20

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and must quit and voluntarily deliver up possession of the leased premises at the end of the term in as good condition as at the beginning of this lease, and all fixed improvements in as good condition as when installed or constructed, excepting only ordinary wear and tear.

ARTICLE 21

GENERAL PROVISIONS

Section 21.1 Notices. Notice to Authority will be sufficient if sent by registered mail, postage prepaid, to: Executive Director, Lee County Port Authority, 16000 Chamberlin Parkway, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at: Switlik Aviation

Official Records BK 03865 PG 1228

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Maintenance, Inc., 511 Danley Drive, Building B, Fort Myers, Florida, 33907, or at the Lessee's registered agent's address which is then on file with the Florida Secretary of State, Division of Corporations. The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

Section 21.2 Captions. The captions within this agreement are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 21.3 Incorporation of exhibits. All exhibits referred to in this agreement are intended to be and hereby are specifically made a part of this agreement.

Section 21.4 Time. Time is of the essence in the performance of this agreement.

Section 21.5 Governing law and venue. This agreement shall become valid when executed and accepted by the Authority in Lee County, Florida; it will be deemed made and entered into in the State of Florida and will be governed by and construed in accordance with the laws of Florida. In the event of a dispute between the parties, suit will be brought only in the federal or state courts of Florida, and venue shall be in Lee County, Florida.

Section 21.6 Attorneys' fees. Should any action or

Official Records BK 03865 PG 1229

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

proceeding be commenced to enforce any of the provisions of this agreement or in connection with its meaning, the prevailing party in such action shall be awarded, in addition to any other relief it may obtain, its reasonable costs and expenses, not limited to taxable costs, and reasonable attorneys' fees.

Section 21.7 Nonwaiver of rights. No waiver of breach by either party of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the other party shall be construed as, or shall operate as, a waiver of any subsequent breach of any of the terms, covenants, or conditions herein contained, to be performed, kept, and observed by the other party.

Section 21.8 Administration of lease. Whenever in this agreement, Lessee is required or permitted to obtain the approval of, consult with, give notice to, receive notice from, or otherwise deal with Authority, Lessee shall deal with Authority's authorized representative; and unless and until Authority gives Lessee written notice to the contrary, Authority's authorized representative shall be the Authority's Executive Director.

Section 21.9 Airport development. Authority reserves the right to further develop, change or improve the airport and its routes and landing areas as Authority sees fit, without Lessee's interference or hindrance and regardless of Lessee's views and desires, but if such development or change to the airport renders Lessee's "Intended Uses" impossible or unreasonably expensive, or

Official Records BK 03865 PG 1230

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

if the airport totally closes to all aeronautical traffic for a period in excess of ninety (90) days, Lessee may terminate this lease by advance written notice to Authority.

Section 21.10 Lessee's use and construction to conform with Federal Aviation Regulations. Lessee agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the premises. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (which may be amended or replaced by other regulations from time to time) before constructing any improvements or modifying or altering any structure on the premises.

Section 21.11 Lessee's noninterference with aircraft. Lessee and its successors, assigns and sublessees will not use the premises or any part of the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, Authority reserves the right to enter the premises and abate or eliminate the interference at the expense of Lessee.

ARTICLE 22

FAA CLAUSES

Section 22.1 Incorporation of required provisions. The parties incorporate herein by this reference all provisions lawfully required to be contained herein by the

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Federal Aviation Administration or any other governmental body or agency. In the event that the FAA or any successor requires modifications or changes in this agreement as a condition precedent to the granting of funds for the improvement of the Airport, or otherwise, Lessee agrees to consent to such amendments, modifications, revisions, supplements, or deletions of any of the terms, conditions, or requirements of this agreement as may be reasonably required.

Section 22.2 Airport protection. It shall be a condition of this lease, that the Authority reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from or operating on the airport.

The Lessee agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee agrees for itself, its successors and assigns, to prevent any use of the leased premises which would interfere with or adversely affect the operation or

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

maintenance of the Airport, or otherwise constitute an airport hazard.

Section 22.3 Subordination. This agreement is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for the improvement or operation and maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the transfer of federal rights or property to Authority for Airport purposes, or the expenditure of federal funds for the improvements or development of the Airport.

Section 22.4 Nonexclusivity. Notwithstanding anything herein contained that may be, or appear to be, to the contrary, it is expressly understood and agreed that the rights to provide aeronautical services to the public that are granted under this agreement are non-exclusive and the Authority reserves the right to grant the same or similar privileges to another lessee or other lessees on other parts of the Airport.

Section 22.5 FAA nondiscrimination clause. The Lessee, for itself, successors and assigns, as part of the consideration hereof, does hereby covenant and agree that:

(1) no person on the grounds of race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities;

(2) in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of

Official Records BK 03865 PG 1233

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

race, color or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination; and

(3) the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the lease and re-enter as if said lease had never been made or issued; but this provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Section 22.6 Nondiscrimination; grant assurances. Lessee will furnish services to the public on a reasonable, and not unjustly discriminatory, basis to all users of the Airport, and will charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that Lessee will be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers. Lessee will operate its business so as to not cause any violation of the grant assurances the Authority has made to Federal government in consideration for Federal grant assistance.

ARTICLE 23
ENTIRE AGREEMENT

This contract sets out the entire agreement between

Official Records BK 03865 PG 1234

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

the parties for the described premises. There are no implied covenants or warranties except as expressly set forth herein. No agreement to modify this contract will be effective unless in writing and executed by the party against whom the modification is sought to be enforced.

ARTICLE 24

LEASEHOLD MORTGAGES; LANDLORD LIEN SUBORDINATION

Section 24.1 Consent to Leasehold Mortgage. The Authority acknowledges and consents to a Leasehold Mortgage (the "Leasehold Mortgage," which term includes any renewals, modifications or amendments thereto) given or to be given by Lessee, as mortgagor, in favor of FIFTH THIRD BANK, FLORIDA, or any other bona fide lending institution engaged in the making of first mortgage loans (provided such other lending institution has assets totaling not less than $100 million), such as, and not necessarily limited to, banks, savings banks, trust or insurance companies, savings and loan associations, or credit unions (the "Leasehold Mortgagee"), securing, without limitation, that certain Promissory Note (the "Note") executed or to be executed and delivered by Lessee to Leasehold Mortgagee, including any and all renewals, modifications, amendments, replacements and increases thereof, provided, however, that neither the Authority's nor Lee County's interests in this Lease or the fee title to the leased premises shall be subordinate to the Leasehold Mortgage. The Note and all obligations of Lessee thereunder and under the Leasehold Mortgage and any

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and all other instruments given by Lessee as security for or in connection with the Note, as any of the same may be renewed, modified, amended, replaced or increased from time-to-time are hereinafter collectively referred to as the "Secured Indebtedness."

Upon execution of the Leasehold Mortgage, Leasehold Mortgagee shall deliver a true and correct copy of such Leasehold Mortgage to the Authority. No leasehold mortgage (including the Leasehold Mortgage referenced above) will be binding upon the Authority in the enforcement of its rights and remedies herein or provided by law, unless and until such copy of the executed leasehold mortgage has been delivered to the Authority, notwithstanding any other form of notice, actual or constructive.

Section 24.2 Rights of Leasehold Mortgagee. So long as the Leasehold Mortgage shall remain in effect, the Authority, Leasehold Mortgagee and Lessee agree that the following provisions shall apply:

(A) **No modification.** There shall be no cancellation, surrender or modification of this Lease by joint action of the Authority and Lessee without the prior written consent of Leasehold Mortgagee.

(B) **Notice.** The Authority and Lessee shall provide Leasehold Mortgagee with copies of all notices pertaining to the Lease and all notices of default under the Lease. All notices shall be sent to Leasehold Mortgagee at 2017 McGregor Boulevard, Fort Myers, Florida 33901, and in the case of notices of default, copies of such notices shall be sent to Leasehold Mortgagee by registered or certified mail, return receipt requested. Leasehold Mortgagee may change its address for notice purposes hereunder by providing written notice of such new address to the Authority and Lessee.

Official Records BK 03865 PG 1236

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

and all other instruments given by Lessee as security for or in connection with the Note, as any of the same may be renewed, modified, amended, replaced or increased from time-to-time are hereinafter collectively referred to as the "Secured Indebtedness."

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(B) **Notice.** The Authority and Lessee shall provide Leasehold Mortgagee with copies of all notices pertaining to the Lease and all notices of default under the Lease. All notices shall be sent to Leasehold Mortgagee at 2017 McGregor Boulevard, Fort Myers, Florida 33901, and in the case of notices of default, copies of such notices shall be sent to Leasehold Mortgagee by registered or certified mail, return receipt requested. Leasehold Mortgagee may change its address for notice purposes hereunder by providing written notice of such new address to the Authority and Lessee.

Official Records BK 03865 PG 1237

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

(C) **Leasehold Mortgagee's right to cure.** In the event Lessee shall be in default under the Lease, the Leasehold Mortgagee shall, within the period and otherwise as herein provided, have the right to cure such default, or cause the same to be cured, and the Authority shall accept such performance by or at the direction of the Leasehold Mortgagee as if the same had been done by Lessee. No default on the part of Lessee shall be deemed to exist if, within sixty (60) days from receipt by Leasehold Mortgagee of notice of default sent by the Authority, Leasehold Mortgagee cures such default, or in the case of a non-monetary default, Leasehold Mortgagee commences to cure such default and thereafter prosecutes such cure with reasonable diligence. Lessee hereby appoints Leasehold Mortgagee as Lessee's agent and attorney-in-fact with full power and authority, in Lessee's name, place and stead, and at Lessee's cost and expense, to enter upon the leased premises and perform all acts required to be performed under the Lease by Lessee.

(D) **No termination.** If an event occurs which entitles the Authority to terminate the Lease, and if before the expiration of sixty (60) days after the date of Leasehold Mortgagee receives notice of termination from the Authority, the Leasehold Mortgagee pays to the Authority all payments herein provided for which are then in default, and complies, or shall be actively or in good faith engaged in complying, with all the other requirements of this Lease, if any, then in default, then the Authority shall not be entitled to terminate this Lease and any notice of termination theretofore given shall be void and of no effect.

(E) **Right to extend termination date.** If any default by Lessee shall occur which, pursuant to any provision of this Lease or law, entitles the Authority to terminate this Lease, and the Authority elects to so terminate this Lease, the Leasehold Mortgagee shall not only have the right to nullify any notice of termination by curing such default as aforesaid, but by the Authority in the Authority's notice of termination, for a period of not more than four (4) months, provided that:

(i) such right shall be exercised by the Leasehold Mortgagee giving the Authority notice of the exercise of the same prior to the termination date fixed in the Authority's notice of termination; and

(ii) the Leasehold Mortgagee shall cure or cause to be cured any then-existing monetary defaults and meanwhile make all payments that become due, and comply with and perform all of the other terms, conditions, and provision of this Lease on Lessee's part to be performed; and

Official Records BK 03865 PG 1238

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

(iii) the Leasehold Mortgagee shall forthwith take steps to acquire or sell Lessee's interest in this Lease (to a purchaser approved by the Authority in accordance with Article 7 above) by foreclosure of the Leasehold Mortgage or otherwise and shall prosecute the same to completion with reasonable diligence.

If at the end of said four (4) month period the Leasehold Mortgagee shall be actively engaged in steps to acquire or sell Lessee's interest in this Lease and shall have given notice to thereof to the Authority, then the time for the Leasehold Mortgagee to comply with the provisions of this subsection shall be extended for such period as shall be reasonably necessary to complete such steps with reasonable diligence and continuity, provided that the Leasehold Mortgagee continues to pay or cause to be paid all sums owing by Lessee hereunder and provided further that there is not outstanding and uncured any default, the continuation of which during such additional period may:

(1) threaten the Authority's interest in the leased premises;

(2) have a material adverse effect on the value of the leased premises or improvements thereon;

(3) materially increase the likelihood that Lessee, Authority, Lee County, or Leasehold Mortgagee would incur liability under any provisions of federal or state law; or

(4) result in or give rise to any material environmental deterioration or degradation of the leased premises; such as, for example and without limitation, any failure to insure or any failure to repair or care for the leased premises the effect of which is to place the leased premises at risk or to increase the ultimate cost of such repair.

(F) **Termination; new lease.** In the event of the termination of this Lease prior to the natural expiration of the term of this Lease due to default of Lessee or operation of law, the Authority shall give written notice by registered or certified mail to Leasehold Mortgagee. The Authority shall enter into a new lease of the leased premises with the Leasehold Mortgagee (or its nominee, subject to the Authority's right to approve or reasonably reject any proposed nominee as set forth in Article 7 above), upon the following terms and conditions:

(i) The Leasehold Mortgagee or its approved

Official Records BK 03865 PG 1239

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

nominee shall make a written request for a new lease, which is received by the Authority within sixty (60) days after the date of the aforementioned notice of termination.

(ii) Such new lease shall be effective as of the date of termination of this Lease and shall be for the remainder of the unexpired term of this Lease (as if it had not been already terminated) and at the same rent, fees, and charges and upon the same agreements, terms, covenants and conditions thereof. Upon the execution of such new Lease, the Lessee named therein shall pay any and all sums which would be due at the time of the execution or be due under this Lease but for the termination as aforesaid, and shall fully otherwise remedy any existing defaults under this Lease and shall pay all expenses, including, but not limited to, reasonable counsel fees, court costs and disbursements incurred by Authority or Lee County in connection with such defaults and termination, the recovery of possession of the leased premises, and the preparation, execution and delivery of such new Lease, except that with respect to any default which cannot be cured by such Lessee until it obtains possession, such Lessee shall have a reasonable time after it obtains possession to cure such default. Upon the execution of such new Lease, Authority shall allow to the Lessee named therein an adjustment in an amount equal to any net income (after deduction of Authority's reasonable expenses in curing such default) collected by Authority for the leased premises during the period from the date of termination of this lease to the date of execution of such new Lease; and

(iii) If more than one holder makes request upon Authority in accordance with the provisions of this Section, the new lease shall be delivered to the holder requesting such new lease whose leasehold mortgage is prior in lien and the request of the holder of any leasehold mortgage which is subordinate in lien shall be void and of no force and effect.

Section 24.3 Liability of Leasehold Mortgagee.

Unless expressly set forth otherwise herein, in no event shall Leasehold Mortgagee be liable or responsible for the payment or performance of any obligations of Lessee under this Lease, whether for the payment of rent or otherwise, unless Leasehold Mortgagee shall agree to assume such obligations in writing, or becomes the successor or assign of Lessee's interests under this lease. Nothing herein

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

shall be construed so as to constitute Leasehold Mortgagee as a partner or joint venturer of Lessee or as a co-tenant under this Lease.

Section 24.4 **Assignment of Leasehold Mortgagee's interest.** In the event Leasehold Mortgagee acquires Lessee's interests in this Lease and the leased premises through foreclosure proceedings or otherwise, and thereafter sells, conveys, assigns or transfers such rights and obligations to a third party approved by the Authority as provided in Article 7 above, whether pursuant to Sections 2(e) or 2(f) above or otherwise, then upon such sale, conveyance, assignment, or transfer, Leasehold Mortgagee shall be released from any and all further liability under this Lease or a new lease, and such assignee shall be liable for the payment and performance of all obligations accruing thereafter.

Section 24.5 Authority's right to cure Lessee's defaults on Leasehold Mortgages. Leasehold Mortgagee agrees that the Authority shall be given at least fifteen (15) days notice of default in debt service payments before Leasehold Mortgagee will initiate any mortgage foreclosure action. If any payments of amortization and interest required to be made under the provisions of the Leasehold Mortgage shall not be made or any covenants of the Leasehold Mortgage shall not be performed which shall constitute a default under the terms of the Leasehold Mortgage, the Authority may cure said default provided Authority gives Lessee ten (10) days notice of Authority's

Official Records BK 03865 PG 1241

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

intention to cure such default. If Authority shall give such notice of the intention to cure such default, then Authority shall be entitled to cure, and the Lessee shall pay the cost hereof to Authority, together with interest thereon at the statutory rate, unless: (a) the Lessee shall cure such default within said ten (10) day period; or (b) compliance (other than payment of money) requires more than ten (10) days and the Lessee shall have commenced compliance within a reasonable time after such notice and shall have cured such default within thirty (30) days after commencing compliance; or (c) within said ten (10) day period the Lessee shall obtain from the Leasehold Mortgagee a written extension of time in which to cure such default, together with a separate written extension of time granting Authority a reasonable additional time to cure said default if said default is not cured within said extended time, and copies thereof are delivered to Authority. Lessee does hereby authorize Authority in Authority's name but without any obligation or duty on Authority to do so, to do any act or thing required of or permitted to the Lessee to prevent any default under said Leasehold Mortgage or any acceleration thereof, or the taking of any foreclosure or other action to enforce the collection of the indebtedness, and Lessee agrees to indemnify and hold Authority harmless and to reimburse Authority upon demand for all reasonable costs, charges and expenses incurred by Authority in such connection. If Lessee at any time shall request Leasehold

Official Records BK 03865 PG 1242

Mortgagee to grant a moratorium on payment, to waive payment, or to extend the time for payment, the Lessee shall give Authority written notice thereof by certified mail concurrently with the making of said request and shall further give Authority written notice by certified mail of the granting or denial of said request.

Section 24.6 Proceedings. Authority shall give Leasehold Mortgagee prompt notice of any legal proceedings or arbitration between Authority and Lessee involving obligations under this Lease. Leasehold Mortgagee shall have the right to intervene and be made a party to any such proceedings, and the parties hereto do hereby consent to such intervention.

Section 24.7 No merger. So long as the Leasehold Mortgage is in existence, unless Leasehold Mortgagee shall otherwise expressly consent in writing, the fee title to the leased premises and the leasehold estate of Lessee created by this Lease shall not merge but shall remain separate and distinct, provided, however, that in the event this lease is terminated this Section 24.7 shall not prevent the merger of the leasehold and fee estates in Lee County, or the Authority, as the case may be, but nothing in this Section 24.7 shall negate the Leasehold Mortgagee's rights to a new lease as may be provided in Section 24.2 above.

Section 24.8 Erroneous payments. No payment made to Authority by Leasehold Mortgagee shall constitute agreement that such payment was, in fact, due under the

Official Records BK 03865 PG 1243

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

terms of this Lease; and if Leasehold Mortgagee makes any payment to Authority pursuant to Authority's wrongful, improper or mistaken notice or demand, Leasehold Mortgagee shall be entitled to the return of such payment or portion thereof provided Leasehold Mortgagee shall be entitled to the return of such payment or portion thereof provided Leasehold Mortgagee shall have made demand therefor not later than one (1) year after the date of its payment.

Section 24.9 Bankruptcy. Authority acknowledges that as between Authority and Leasehold Mortgagee, its nominee or purchaser at a foreclosure or other sale, this Lease shall not be deemed to be terminated solely by virtue of the rejection of this Lease by operation of law, by Lessee or its representative, or by any trustee appointed in Lessee's bankruptcy case, pursuant to the Bankruptcy Code or any other insolvency law. The Leasehold Mortgagee shall be deemed to have satisfied its obligation to commence foreclosure proceedings or cause Lessee's interest in this Lease to be sold under a power of sale by asserting a claim in Lessee's case under the Bankruptcy Code or any other insolvency proceeding, and the Leasehold Mortgagee shall not be deemed to have failed to satisfy such obligation if the Leasehold Mortgagee is unable to do so as a result of the provisions of Section 362 of the Bankruptcy Code or of any other insolvency law.

Section 24.10 Landlord subordination. The Authority acknowledges that as additional security for the Secured Indebtedness, Leasehold Mortgagee shall have a first

Official Records BK 03865 PG 1244

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

perfected lien and security interest in all personal property of the Lessee, whether or not such personal property is affixed to the leased premises. The Authority hereby subordinates any and all rights and security interests of the Authority in any and all property of the Lessee, whether arising under this Lease, by statute or otherwise (including, without limitation, any statutory landlord lien), to the lien and security interest of Leasehold Mortgagee in Lessee's property.

Section 24.11 Successors and Assigns. The rights and obligations of the Leasehold Mortgagee under this Article shall inure to the benefit of, and be binding on, the Leasehold Mortgagee and its successors and assigns that are approved by the Authority pursuant to Article 7 above.

Section 24.12 Further Assurances. The Authority shall, upon request, execute, acknowledge and deliver to the Leasehold Mortgagee an agreement prepared by or at the direction of the Leasehold Mortgagee in form reasonably satisfactory to Authority, agreeing to all of the provisions of this Article.

Section 24.13 Application of Insurance Proceeds. Notwithstanding anything to the contrary set forth in this Lease, in the event the hangar building is damaged or destroyed by fire or other casualty and the Leasehold Mortgagee reasonably determines that is not economically feasible to rebuild or repair such damage or destruction, or in the event the Leasehold Mortgagee determines that

Official Records BK 03865 PG 1245

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

the value of its security will be impaired if the improvements are reconstructed or repaired, then, at Leasehold Mortgagee's option, Leasehold Mortgagee may removes all debris, materials, and damaged improvements from the leased premises and terminate this Lease on behalf of the Lessee (if not already terminated), in which case all insurance proceeds for damage to the hangar building or other improvements Lessee had installed on the leased premises shall be paid to Leasehold Mortgagee and applied and distributed in the following priority:

(1) first, to the Leasehold Mortgagee, to be applied towards the outstanding amount of the indebtedness secured by the Leasehold Mortgage;

(2) second (if the insurance proceeds exceed the amount necessary to satisfy the outstanding amount of the indebtedness secured by the Leasehold Mortgage), to the Authority, but not to exceed the combined amount of:

(A) the percentage of the insurance proceeds equal to the fraction, the numerator of which is the amount of time between the commencement of the term of this lease and the date of this distribution of proceeds to Authority, and the denominator of which is the amount of time in the initial term of this lease plus the term of any option period or periods that had already been exercised by Lessee prior to the date of the casualty; and

(B) the amount necessary to cure any monetary default of Lessee's through the date of the termination;

(3) third, if the insurance proceeds exceed the amount necessary to satisfy the amounts set forth in (1) and (2) above, the remainder if any will be paid to the Lessee.

Notwithstanding the above, any insurance proceeds paid by an insurer to the Leasehold Mortgagee which are in excess

Official Records BK 03865 PG 1246

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

of the outstanding amount of the indebtedness secured by the Leasehold Mortgage will be held by the Leasehold Mortgagee in escrow, in the capacity of trustee, for the benefit of the Authority and Lessee, in the priorities and proportions as set forth above, and to be distributed promptly, with such distributions to the Authority to be made immediately upon written notice from the Authority to the Leasehold Mortgagee.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this agreement on the date first above written.

SWITLIK AVIATION MAINTENANCE, INC.
(Lessee)

(Corporate seal)

By: Edward E Switlik

Title: President

Date: 10-18-01

WITNESSED:

By: Coleen E. Baker

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

Date: 11-14-01

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

APPROVED AS TO FORM:

By: _____
Port Authority Attorney

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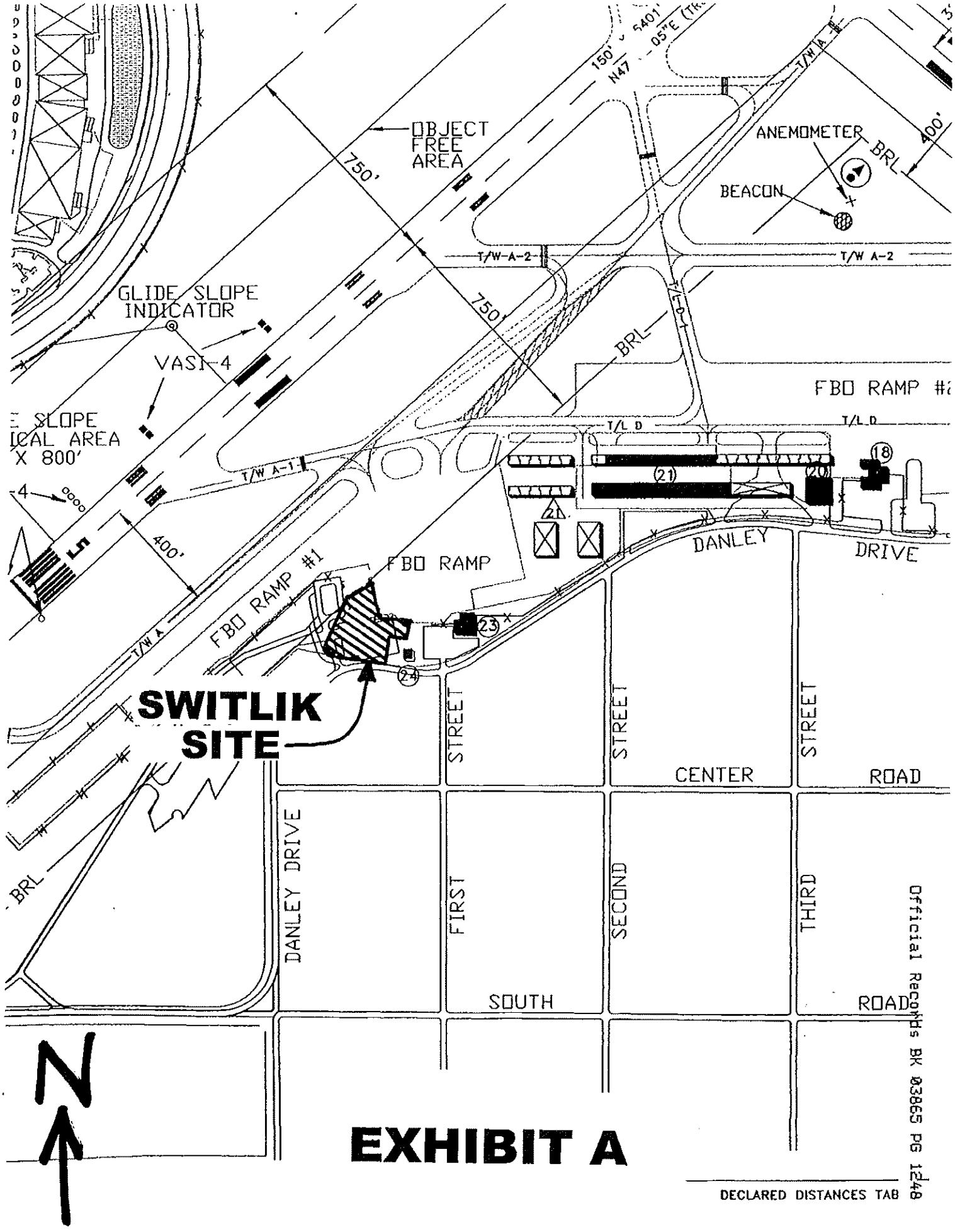

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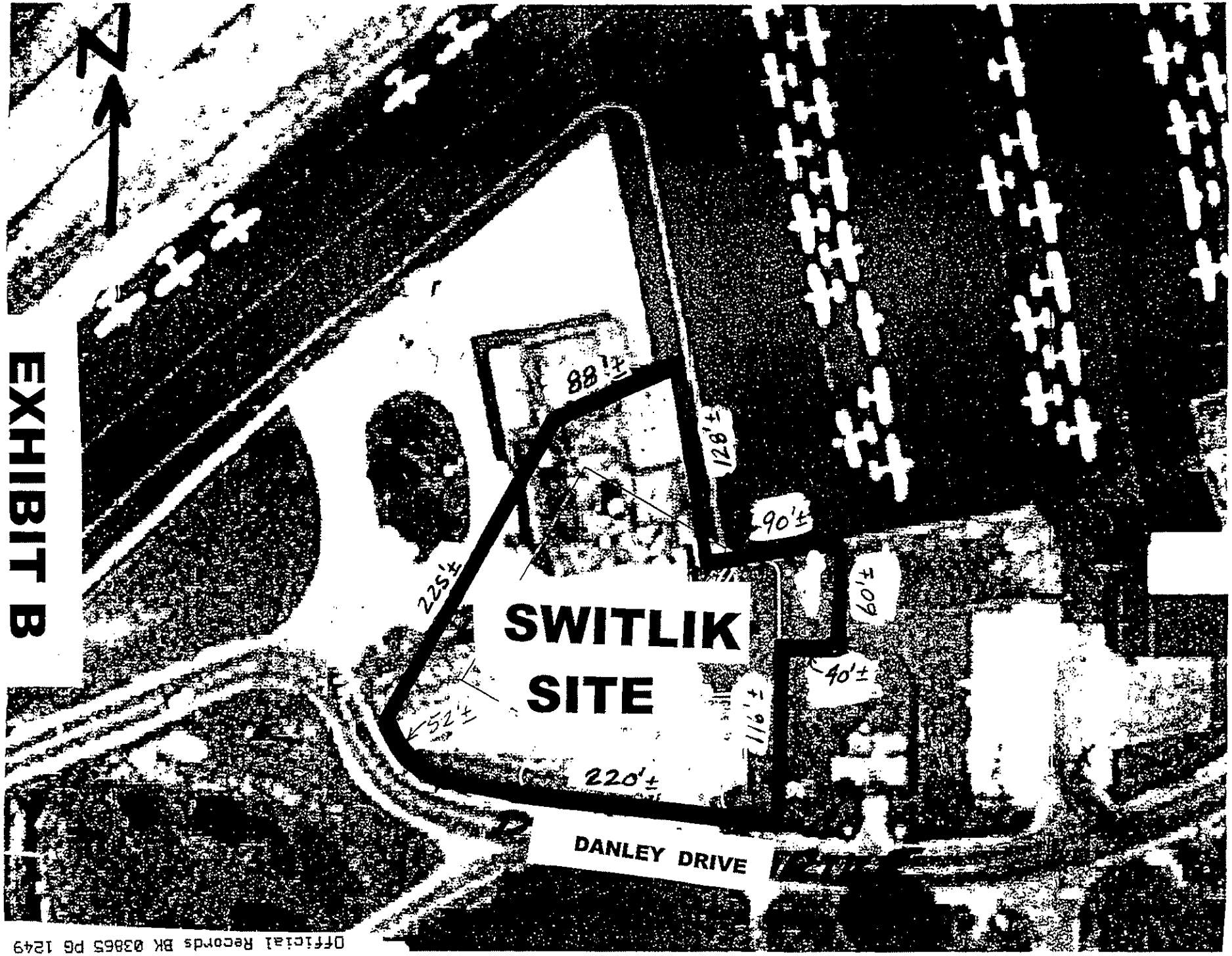
EXHIBIT B
SWITLIK
SITE
DANLEY DRIVE
88'±
128'±
90'±
225'±
60'±
40'±
52'±
220'±
Official Records BK 03865 Pg 1249

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

"EXHIBIT A"

LEGAL DESCRIPTION
OF A PARCEL LYING IN
SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEE COUNTY, FLORIDA

(LEASE PARCEL)

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, BEING FURTHER DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND CONCRETE MONUMENT (4"x4") STAMPED "LEE COUNTY PORT AUTHORITY (DENI ASSOCIATES)" AND MARKING THE POINT OF TANGENCY ON A CURVE ON THE NORTHERLY LINE OF DANLEY DRIVE (65 FEET WIDE); SAID POINT OF TANGENCY BEING APPROXIMATELY 170 FEET WESTERLY OF AN INTERSECTION WITH THE NORTHERLY PROLONGATION OF THE CENTERLINE OF FIRST STREET AND SAID NORTHERLY LINE OF DANLEY DRIVE, ALL AS SHOWN ON THE PLAT OF PAGE PARK, A SUBDIVISION AS RECORDED IN PLAT BOOK 8, PAGE 93 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE NORTH 82°10'16" WEST ALONG SAID NORTHERLY LINE FOR 132.78 FEET; THENCE NORTH 78°42'08" WEST ALONG SAID NORTHERLY LINE FOR 87.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 60°12'30" FOR 52.54 FEET; THENCE N26°30'16"E FOR 213.99 FEET; THENCE N78°00'00"E FOR 86.97 FEET; THENCE S12°00'00"E FOR 128.00 FEET; THENCE N82°01'18"E FOR 86.79 FEET; THENCE S00°32'34"E FOR 64.40 FEET; THENCE S89°27'26"W FOR 40.00 FEET; THENCE S00°32'34"E FOR 100.00 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE NORTHERLY LINE OF DANLEY DRIVE (65 FEET WIDE) AS BEING NORTH 78°42'08" WEST.

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

FIRST AMENDMENT
TO
SWITLIK AVIATION MAINTENANCE, INC.'S
NOVEMBER 14, 2001 "LAND LEASE FOR CONSTRUCTION OF HANGAR BUILDING AT PAGE FIELD GENERAL AVIATION AIRPORT"

This agreement (the "First Amendment") is made and entered into this 13 day of NOVEMBER, 2002, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida, with offices at 16000 Chamberlin Parkway, Suite 8671, Fort Myers, Florida 33913 (the "Authority"), and **SWITLIK AVIATION MAINTENANCE, INC.**, a Florida corporation, with principal offices located at 511 Danley Drive, Fort Myers, Florida 33907 ("Lessee").

Background

Lee County, a political subdivision of the State of Florida, owns the Page Field General Aviation Airport, in Lee County, Florida (the "Airport"). Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 90-02, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and grant related rights and privileges.

The Authority and Lessee entered into a lease agreement entitled "Land Lease for Construction of a Hangar Building at Page Field General Aviation Airport," dated November 14, 2001, (herein the "Lease").

The parties desire to amend said existing Lease to provide for a limited delay in the Rent Commencement Date, provided the Lessee keeps a separate hangar lease with the Authority in force.

Official Records BK 03865 PG 1251

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

NOW THEREFORE, in consideration of $10.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, the undersigned parties agree to modify the Agreement as follows:

1. *The first sentence of Section 3.2 of the Lease is hereby amended to read:*

The "Rent Commencement Date" shall be the earlier of:

(a) the date a temporary or permanent certificate of occupancy is issued for any building constructed on the premises; or

(b) the date Lessee commences using the premises (or any part thereof) for aircraft storage or any aspect of its business; or

(c) the first day Lessee does not have a separate lease of a hangar building from the Authority with a term that is then in full force and effect; or

(d) January 1, 2004;

whichever occurs first.

2. *This amendment to the Lease will be considered effective immediately upon approval by the Board of Port Commissioners of the Lee County Port Authority.*

3. *All other provisions of the Lease remain unchanged and in full force.*

IN WITNESS WHEREOF, the parties hereto have subscribed

Official Records BK 03865 PG 1252

their names on the date first above written.

SWITLIK AVIATION MAINTENANCE, INC.
(Lessee)

By: Edward E Switlik
Edward Switlik

As its: President

Date: 10-3-02

WITNESSED BY:

John A. Richardson
Witness
John A Richardson
Print Name

Date: 10/3/02

LEE COUNTY PORT AUTHORITY

By: R G Judah
Chairman or Vice Chairman,
Board of Port Commissioners

Date: 11-13-02

ATTEST:
CHARLIE GREEN, CLERK

By: Lisa J. Pierce
Deputy Clerk

Date: 11/12/02

Approved As To Form:

By: Timothy J. Hayes
Port Authority Attorney

Official Records BK 03865 PG 1253

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000029827, Doc Type AGR, Pages 5, Recorded 1/29/2021 at 9:55 AM, Deputy Clerk LHINSPETER ERECORD
Rec Fees: $44.00

FIRST AMENDMENT TO LAND LEASE FOR CONSTRUCTION AND OPERATION OF A FLIGHT SCHOOL AT PAGE FIELD

THIS AMENDMENT is made and entered into this 3rd day of September, 2020, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **FMY HOLDINGS, LLC**, a Florida limited liability company with offices at 1555 The Greens Way, Jacksonville Beach, FL 32250 (herein referred to as "Lessee").

Background

Lee County, a political subdivision of the State of Florida, owns the airport known as Page Field, in Lee County, Florida (the "Airport"). Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and grant related rights and privileges.

Lessee and the Authority are parties to a certain Land Lease For Construction and Operation of a Flight School At Page Field (herein the "Lease"), dated March 7, 2019. The parties desire to amend the Lease to adjust the deadline for Lessee to obtain all necessary permits and to commence construction of the required hangar building.

NOW THEREFORE, in consideration of the mutual promises herein, the undersigned parties hereby agree to modify the Lease as follows:

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

1. EXTENSION OF TIME TO OBTAIN PERMITS AND COMMENCE CONSTRUCTION

Section 5.5 of the Lease (entitled "Options to terminate") is hereby amended such that, in the first sentence, the deadline for Lessee to obtain all necessary permits for construction and actually commence construction of the required hangar building, is changed from eighteen (18) months after the date of the Lease to twenty (20) months after the date of the Lease.

2. NO OTHER CHANGES

All other provisions of the Lease remain unchanged and in full force.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this amendment on the date first above written.

FMY HOLDINGS, LLC
(Lessee)

By: Airline Transport Professionals Holdings, Inc., a Florida corporation, its member

By: _____

Print: D S Dennis

Title: Member

Date: 09-02-20

WITNESSED BY:

_____
Witness
Jesse Flint
Print Name

_____
Witness
Lisa Mendoza
Print Name

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

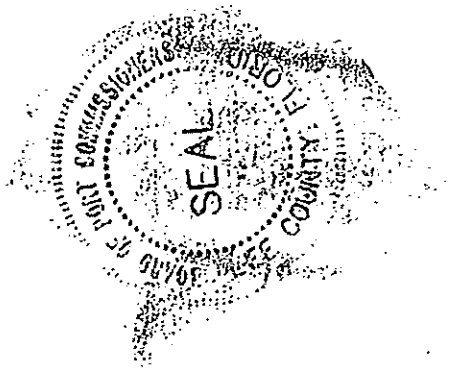
LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Lee County Port Authority
Board of Port Commissioners

Date: 9/10/2020

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk



Approved As To Form for the
Reliance of the Lee County
Port Authority only:

By: _____
Port Authority Attorney

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. REQUESTED MOTION/PURPOSE: Request Board approve a "First Amendment to Land Lease for Construction and Operation of a Flight School at Page Field" with FMY Holdings, LLC.
2. FUNDING SOURCE: n/a
3. TERM: initial term to June 30, 2040, with two (2) options to extend by five (5) years each.
4. WHAT ACTION ACCOMPLISHES: allows tenant two additional months to commence construction of its flight school at Page Field

5. CATEGORY: 2. Consent Agenda
6. ASMC MEETING DATE: 7/21/2020
7. BoPC MEETING DATE: 9/3/2020

8. AGENDA:
____ CEREMONIAL/PUBLIC PRESENTATION
__X__ CONSENT
____ ADMINISTRATIVE

9. REQUESTOR OF INFORMATION: (ALL REQUESTS)
NAME Brian McGonagle
DIV. Administration

10. BACKGROUND:

ATP Flight Academy, LLC, d/b/a ATP Flight School, headquartered in Jacksonville, Florida, is one of the largest flight training companies in the U.S. The company, via its affiliated entity FMY Holdings, LLC ("FHLLC"), currently leases approximately 4.1 acres, including approximately 2.4 acres of existing aircraft apron (part of what is known as the "north ramp"), and 1.7 adjoining acres of mostly unimproved land, pursuant to a "Land Lease For Construction and Operation of a Flight School at Page Field" (the "Land Lease") dated March 7, 2019. In addition to the Land Lease, FHLLC also leases office space from the Port Authority, pursuant to a "Lease of Office Space at Page Field Airport" dated March 7, 2019 and subsequently amended on June 25, 2020.

The Land Lease provides that it may be terminated by the Authority, at its option, if FHLLC has not obtained all necessary permits and commenced construction of the required hangar building within eighteen (18) months of the date of the lease, i.e., by September 7, 2020. FHLLC desires to extend this time to twenty (20) months, i.e., to November 7, 2020, due to permitting and bidding delays it has encountered due to COVID-19.

This proposed first amendment to the March 7, 2019, Land Lease will extend the time for FHLLC to obtain all necessary permits for construction and actually commence construction of the required hangar building by an additional two (2) months, after which the Authority could terminate the lease if so desired. All other terms of the Land Lease, including the Rent Commencement Date, remain unchanged.

Attachments:
(1) Contract Summary

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Benjamin R. Siegel	Victoria S. Morckland	N/A	Brian W. McGonagle	Gregory S. Hagen	Benjamin R. Siegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:
APPROVED X (5-0)
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:
APPROVED X Manning/Mann (5-0)
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

The following acknowledgment is to acknowledge the re-execution of the below described First Amendment to Land Lease for the sole purpose of compliance with Florida recording Statutes.

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing First Amendment to Land Lease for Construction And Operation Of A Flight School At Page Field dated September 3, 2020, was re-executed, acknowledged and delivered before me by means of ✓ physical presence or ___ online notarization this 27th day of January, 2021, by Derrick S. Dennis, the President of Airline Transport Professionals Holdings, Inc., a Florida corporation, as the Authorized Member of and on behalf of **FMY HOLDINGS, LLC,** a Florida limited liability company, stating that said re-execution was solely for the purpose of compliance with Florida recording Statutes and for no other person. Such person (notary must check applicable box):

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☑ produced Passport as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary Typed, Printed or Stamped)
Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):

FREDERICK H. KENT III
MY COMMISSION # GG 121023
EXPIRES: September 24, 2021
Bonded Thru Notary Public Underwriters

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000029828, Doc Type AGR, Pages 7, Recorded 1/29/2021 at 9:55 AM, Deputy Clerk LHINSPETER ERECORD
Rec Fees: $61.00

SECOND AMENDMENT TO LAND LEASE FOR

CONSTRUCTION AND OPERATION OF A FLIGHT SCHOOL AT PAGE FIELD

THIS AMENDMENT is made and entered into this 21st day of January, 2021, by and between **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **FMY HOLDINGS, LLC**, a Florida limited liability company with offices at 1555 The Greens Way, Jacksonville Beach, FL 32250 (herein referred to as "Lessee").

Background

Lee County, a political subdivision of the State of Florida, owns the airport known as Page Field, in Lee County, Florida (the "Airport"). Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, as amended, Lee County has vested the Authority with the power to lease premises and facilities on the Airport and to grant related rights and privileges.

Lessee and the Authority are parties to a certain Land Lease For Construction and Operation of a Flight School At Page Field, dated March 7, 2019 and amended September 3, 2020 (herein the "Lease"). The parties desire to amend the Lease to adjust the deadline for Lessee to obtain all necessary permits and to commence construction of the required hangar building as well as the deadline for Lessee to complete construction of the required hangar building.

NOW THEREFORE, in consideration of the mutual promises herein, the undersigned parties hereby agree to modify the Lease

as follows:

1. **EXTENSION OF TIME TO OBTAIN PERMITS, COMMENCE CONSTRUCTION AND COMPLETE CONSTRUCTION**

The third paragraph of Section 5.2 of the lease is hereby deleted in its entirety and replaced with the following:

"Lessee will use commercially reasonable efforts to complete the construction of its building and other improvements required under this Section 5.2 by August 7, 2022."

In addition, Section 5.5 of the Lease as amended (entitled "Options to terminate") is hereby deleted in its entirety and replaced with the following:

> ***"Section 5.5 Options to terminate.*** Notwithstanding any other provisions of this lease that may appear to the contrary, if Lessee fails to obtain all necessary permits for construction and actually commence construction of the required hangar building (described in Section 5.2 above), by February 3, 2021, then, until such time as the Lessee has commenced construction, the Authority may, at its sole option, terminate this lease. Likewise, if Lessee commences said construction, but fails to complete such construction by August 7, 2022, then, unless Lessee's construction is in progress and making bona fide progress toward completion, the Authority may, at its sole option, terminate this lease.
>
> If Authority's right to terminate is exercised as herein provided, this lease shall thereafter be null and void, and any money or security deposited hereunder shall be returned to Lessee (provided Lessee is then current on any rent obligations) and no additional liability will accrue from either party to the other.
>
> If Authority fails to approve Lessee's proposed plans for construction of the required hangar building (described in Section 5.2 above) within 60 days of Lessee's submittal of proposed plans to the Authority, then Lessee may, at its sole option, terminate this lease. If Lessee's right to terminate is exercised as herein provided, this lease shall thereafter be null and void, and any money (except for such rents and fees as may already have accrued) or security deposit hereunder shall be returned to Lessee (provided Lessee is then current on any financial obligations) and no additional liability will accrue from either party to the other."

2. **NO OTHER CHANGES**

All other provisions of the Lease remain unchanged and in full force.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this amendment on the date first above written.

FMY HOLDINGS, LLC
(Lessee)

By: Airline Transport Professionals Holdings, Inc., a Florida Corporation, its member

By: _____

Print: Derrick S. Dennis

Title: President

Date: 11/30/20

WITNESSED BY:

_____
Witness
Justin Dennis
Print Name

_____
Witness
Mark Butler
Print Name

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Lee County Port Authority
Board of Port Commissioners

Date: 12/2/2021

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

BOARD OF PORT COMMISSIONERS SEAL LEE COUNTY, FLORIDA

Approved As To Form for the
Reliance of the Lee County
Port Authority only:

By: _____
Port Authority Attorney

2. **NO OTHER CHANGES**

All other provisions of the Lease remain unchanged and in full force.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this amendment on the date first above written.

FMY HOLDINGS, LLC
(Lessee)

By: Airline Transport Professionals Holdings, Inc., a Florida corporation, its member

By: _____

Print: Derrick S. Dennis

Title: President

Date: 11/30/20

WITNESSED BY:

_____
Witness
Justin Dennis
Print Name

_____
Witness
Mark Butler
Print Name

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Lee County Port Authority
Board of Port Commissioners

Date: _____

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Approved As To Form for the Reliance of the Lee County Port Authority only:

By: _____
Port Authority Attorney

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

The following acknowledgment is to acknowledge the re-execution of the below described Second Amendment to Land Lease for the sole purpose of compliance with Florida recording Statutes.

STATE OF FLORIDA)
)
COUNTY OF DUVAL)

The foregoing Second Amendment to Land Lease for Construction And Operation Of A Flight School At Page Field previously executed November 30, 2020, was re-executed, acknowledged and delivered before me by means of ✓ physical presence or ___ online notarization this 27th day of January, 2021, by Derrick S. Dennis, the President of Airline Transport Professionals Holdings, Inc., a Florida corporation, as the Authorized Member of and on behalf of **FMY HOLDINGS, LLC**, a Florida limited liability company, stating that said re-execution was solely for the purpose of compliance with Florida recording Statutes. Such person (notary must check applicable box):

☐ is/are personally known to me.
☐ produced a current Florida driver's license as identification.
☑ produced FACE ID as identification.

{Notary Seal must be affixed}

Signature of Notary

Name of Notary Typed, Printed or Stamped)
Commission Number (if not legible on seal):

My Commission Expires (if not legible on seal):

FREDERICK H. KENT III
MY COMMISSION # GG 121023
EXPIRES: September 24, 2021
Bonded Thru Notary Public Underwriters

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. REQUESTED MOTION/PURPOSE: Request Board approve a "Second Amendment to Land Lease for Construction and Operation of a Flight School at Page Field" with FMY Holdings, LLC.
2. FUNDING SOURCE: n/a.
3. TERM: Initial term to June 30, 2040, with two (2) options to extend by five (5) years each.
4. WHAT ACTION ACCOMPLISHES: Allows tenant three additional months to commence construction, and five additional months to complete construction, of its flight school at Page Field

5. CATEGORY: 9. Consent Agenda

6. ASMC MEETING DATE: 12/15/2020

7. BoPC MEETING DATE: 1/21/2021

8. AGENDA:
____ CEREMONIAL/PUBLIC PRESENTATION
_X_ CONSENT
____ ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME Brian McGonagle

DIV. Administration

10. BACKGROUND:

ATP Flight Academy, LLC, d/b/a ATP Flight School, headquartered in Jacksonville, Florida, is one of the largest flight training companies in the U.S. The company, via its affiliated entity FMY Holdings, LLC ("FHLLC"), currently leases approximately 4.1 acres, including approximately 2.4 acres of existing aircraft apron (part of what is known as the "north ramp"), and 1.7 adjoining acres of mostly unimproved land, pursuant to a "Land Lease For Construction and Operation of a Flight School at Page Field" (the "Land Lease") dated March 7, 2019 and amended September 3, 2020. In addition to the Land Lease, FHLLC also leases office space from the Port Authority, pursuant to a "Lease of Office Space at Page Field Airport" dated March 7, 2019 and subsequently amended June 25, 2020.

The Land Lease originally provided that it may be terminated by the Authority, at its option, if FHLLC did not obtain all necessary permits and commence construction of the required hangar building within 18 months of the date of the lease, i.e., by September 7, 2020. The Land Lease's first amendment extended that time by two months, to November 7, 2020. FHLLC desires to further extend this time by an additional three months, i.e., to February 7, 2021, due to design and bidding delays it has encountered from lower than expected water flow available for fire suppression. FHLLC also desires to extend the time for it to complete construction of the required hangar building from thirty-six (36) months after the date of the Land Lease, i.e., March 7, 2022, to forty-one (41) months after the date of the lease, i.e., August 7, 2022.

This proposed second amendment to the March 7, 2019, Land Lease will extend the time for FHLLC to obtain all necessary permits for construction and actually commence construction of the required hangar building by an additional three (3) months as well as extend the time for FHLLC to complete construction of the required hangar building by an

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	ACTING EXECUTIVE DIRECTOR
Benjamin R. Siegel	Victoria B. Moreland	N/A	Brian W. McGonagle	Gregory S. Hagen	Benjamin R. Siegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED X (5-0)
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED X Hamman/Pendergrass (5-0)
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Background (continued)

additional five (5) months, after which the Authority could terminate the Land Lease unless construction has commenced and is continuing with bona fide progress. All other terms of the Land Lease remain unchanged.

Attachments:
(1) Contract Summary
(2) Proposed Second Amendment to Land Lease for Construction of a Flight School at Page Field

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
INSTR # 2006000267678, Doc Type EAS, Pages 6, Recorded 07/06/2006 at 02:16 PM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $52.50 Deputy Clerk AROBERTS

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Sec. 12, Twp. 45 S, Range 24 E
Parcel I.D. 12-45-24-01-00001.0000

THIS SPACE FOR RECORDING

EASEMENT

This indenture is made this 26th day of June, 2006, between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida, 33902-0398, Grantor, and **FLORIDA POWER & LIGHT COMPANY**, a corporation organized and existing under the laws of the State of Florida, whose mailing address is 15834 Winkler Road, Fort Myers, Florida, 33908, Grantee, as follows:

For and in consideration of the payment of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive utility easement situated in Lee County, Florida, and specifically described in Exhibit "A," attached hereto and made a part hereof.

The purpose of the easement is to allow Grantee to construct, inspect, repair, maintain, operate, alter, or enlarge electrical utility facilities and equipment, including overhead and underground electrical power, and underground electric, telephone and public utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) located on, under, and through the easement described in Exhibit "A," together with the right to permit any other person, firm, or corporation to install equipment in the ground, or lay pipe and conduit related to provision of the designated public utilities within the easement area from time to time; and the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions inside or outside the easement area that might interfere with the lines or systems providing electricity.

Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the easement area and exercising the rights granted under this easement. Any damage to Grantor's property, within the easement area or adjacent to and outside the easement area, or the permitted improvements thereon, as a result of the construction, operation or maintenance of Grantee's facilities within the easement area must be repaired or restored, by the Grantee causing the damage, to the condition in which it existed prior to the damage.

Grantee may not create obstructions or conditions in the easement area that are or may become hazardous or dangerous to the air or ground-traveling public.

Grantor specifically reserves the right to use the easement area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the easement area, including the right to construct or maintain facilities that longitudinally and laterally traverse the easement area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property described herein, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This easement runs with the land and is binding upon the parties, their successors and assigns.

In witness of the above, this easement is executed.

ATTEST:
CHARLIE GREEN,
Clerk of Circuit Court

By: Michele B. Cooper
Deputy Clerk

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chairwoman or Vice Chairman

APPROVED AS TO LEGAL FORM

_____
Office of County Attorney

DCI2023-00018 Lee County ePlan Additional Info dated 08-31-2023

EXHIBIT "A"

SKETCH AND DESCRIPTION OF A

10' ELECTRIC POWER LINE EASEMENT
LYING IN PAGE FIELD
PHASE 4 HANGARS AND SE RAMP EXPANSION
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

LEGAL DESCRIPTION
AN ELECTRIC POWER LINE EASEMENT LYING IN PAGE FIELD SECTION 1 & 12 TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA. SAID ELECTRIC POWER LINE EASEMENT BEING (10) FEET WIDE LYING (5) FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE.

COMMENCE AT NORTHEAST CORNER LOT 1, BLOCK U, PAGE PARK, PLAT BOOK 8, PAGES 92–97; THENCE RUN ALONG THE NORTH RIGHT–OF–WAY LINE OF DANLEY DRIVE, N 89°04'36" W A DISTANCE OF 137.16 FEET; THENCE CONTINUE ALONG SAID NORTH LINE N 00°28'17"W A DISTANCE OF 80.01 FEET; THENCE CONTINUE ALONG SAID NORTH LINE N 89°04'36"W A DISTANCE OF 418.29 FEET; THENCE CONTINUE ALONG SAID NORTH LINE TO A POINT OF CURVE CONCAVE TO THE NORTHEAST HAVING A CENTRAL ANGLE OF 46°45'05", A RADIUS OF 205.00 FEET, A CHORD DISTANCE OF 162.67 FEET AND A CHORD BEARING N 65°42'04" W; THENCE ALONG THE ARC OF SAID CURVE TO THE RIGHT A DISTANCE OF 167.27 FEET; THENCE LEAVING SAID CURVE CONTINUE ALONG SAID NORTH LINE N 42°19'31" W A DISTANCE OF 525.73 FEET; THENCE CONTINUE ALONG SAID NORTH LINE TO A POINT OF CURVE CONCAVE TO THE SOUTHWEST HAVING A CENTRAL ANGLE OF 53°58'31", A RADIUS OF 85.00 FEET, A CHORD DISTANCE OF 77.15 FEET AND A CHORD BEARING OF N 69°18'47" W; THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT DISTANCE OF 80.07 FEET; THENCE LEAVING SAID CURVE CONTINUE ALONG SAID NORTH LINE S 83°02'11" W A DISTANCE OF 21.76 FEET TO A POINT OF BEGINNING OF THE FOLLOWING DESCRIBED CENTER LINE, THENCE RUN THE FOLLOWING 16 COURSES OF SAID CENTER LINE,

1) N 05°38'04" E A DISTANCE OF 152.34 FEET;
2) N 85°39'12" E A DISTANCE OF 33.83 FEET;
3) N 00°41'22" E A DISTANCE OF 413.21 FEET;
4) N 87°55'33" W A DISTANCE OF 89.36 FEET;
5) N 39°35'29" W A DISTANCE OF 13.36 FEET;
6) S 88°33'48" W A DISTANCE OF 25.60 FEET;
7) S 84°54'55" W A DISTANCE OF 36.75 FEET;
8) S 89°12'22" W A DISTANCE OF 59.10 FEET;
9) N 84°53'30" W A DISTANCE OF 36.21 FEET;
10) S 89°09'05" W A DISTANCE OF 47.87 FEET;
11) S 88°30'29" W A DISTANCE OF 51.35 FEET;
12) N 89°09'34" W A DISTANCE OF 50.04 FEET;
13) S 87°47'02" W A DISTANCE OF 51.00 FEET;
14) S 87°23'00" W A DISTANCE OF 21.62 FEET;
15) S 88°57'28" W A DISTANCE OF 28.53 FEET;
16) N 65°02'37" W A DISTANCE OF 15.55 FEET;

TO A POINT OF TERMINUS OF THIS 10 FOOT WIDE ELECTRIC POWER LINE EASEMENT LYING 5 FEET ON BOTH SIDES. THE SIDE LINES OF SAID 10 FOOT EASEMENT TO BE EXTENDED OR SHORTENED TO MEET AT THE ANGLE POINTS AND TO BEGIN FROM THE NORTH RIGHT–OF–WAY LINE OF DANLEY DRIVE.

NOTES:
1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF COONER & ASSOCIATES, INC. IS LB–0006773.
2. BEARINGS SHOWN ARE BASED ON THE NORTH LINE AT THE NE CORNER OF LOT 1, BLOCK U, PAGE PARK, PLAT BOOK 8, PAGES 92–97, BEING N89°04'36" W.
3. NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR.
4. DIGITAL BACKGROUND DATA WAS PROVIDED BY HOLE MONTES FOR THE CONSTRUCTION LAYOUT OF THE SE RAMP EXPANSION.

ROBERT G. AMANI, JR.
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA CERTIFICATE NO. 5573
(FOR THE FIRM - LB 6773)
SIGNED THIS 14 DAY OF DEC 2005.

LEGEND:
P.O.B.= POINT OF BEGINNING
P.O.C.= POINT OF COMMENCEMENT
P.O.T.= POINT OF TERMINUS
R= RADIUS
L= LENGTH
DA= DELTA
CH= CHORD
CDB= CHORD BEARING

Cooner & Associates, Inc.
Surveying and Mapping
5670 Zip Drive, Fort Myers, Florida 33905
Telephone: 239.277.0722 Fax: 239.277.7179 email: www.cooner.com

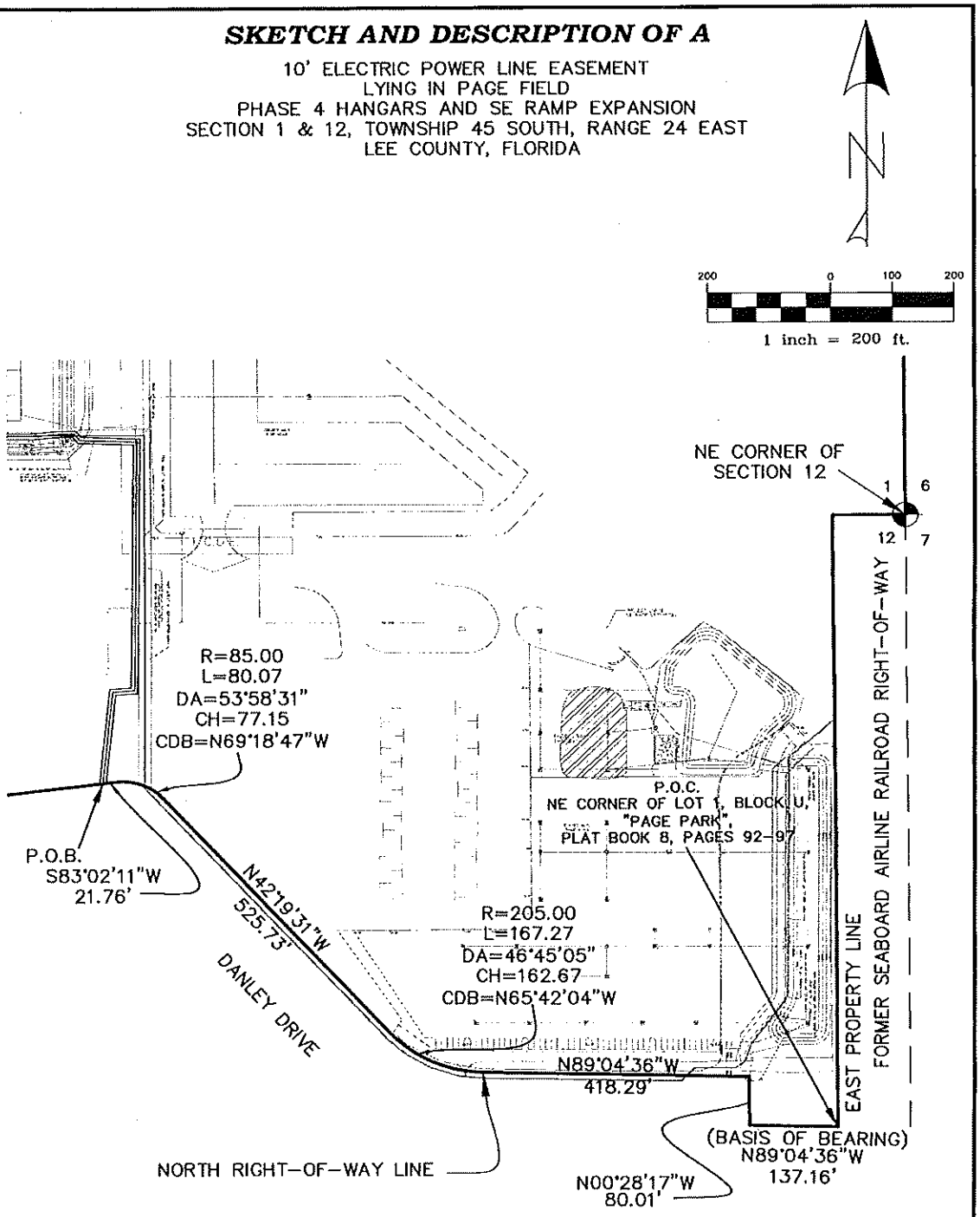
PAGE FIELD SECTION 1 AND 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA	COUNTY: LEE	DWG DATE: 12/05/05	OWEN, AMES & KIMBSLL	1 OF 3
	PROJECT NO.: 050206	DRAWN BY: JAA		
	DRAWING NO.: 050206EELEC.	CHECKED BY: RGA		
	REVISION:	REV. DATE:		

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

EXHIBIT "A"

SKETCH AND DESCRIPTION OF A

10' ELECTRIC POWER LINE EASEMENT
LYING IN PAGE FIELD
PHASE 4 HANGARS AND SE RAMP EXPANSION
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA



COONER & ASSOCIATES, INC.
SURVEYING AND MAPPING
5670 ZIP DRIVE, FORT MYERS, FLORIDA 33905
TELEPHONE: 239.277.0722 FAX: 239.277.7179 EMAIL: WWW.COONER.COM

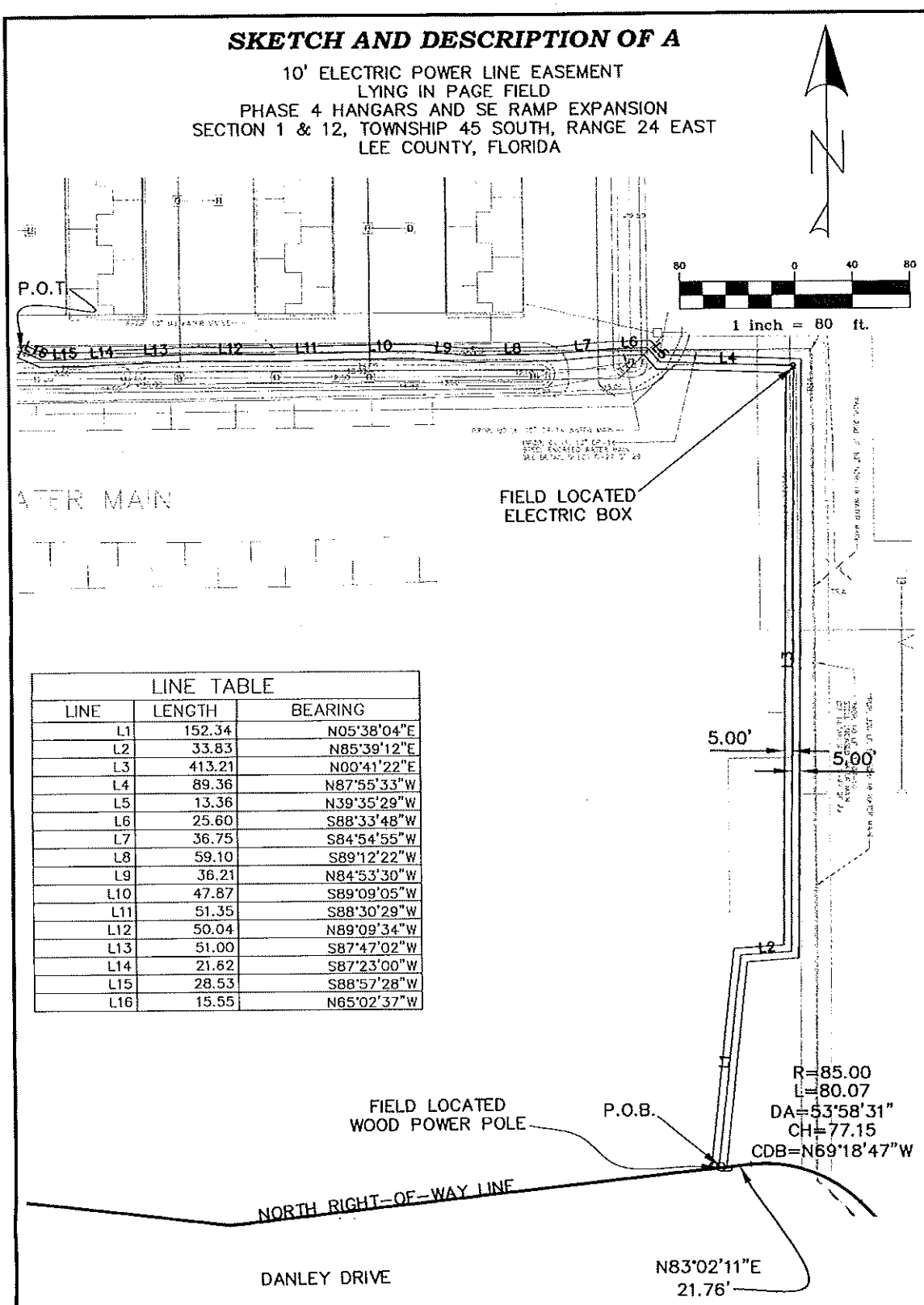
PAGE FIELD SECTION 1 AND 12 , TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA	COUNTY: LEE	DWG DATE: 12/05/05	OWEN, AMES & KIMBSLL	2 OF 3
	PROJECT NO.: 050206	DRAWN BY: JAA		
	DRAWING NO.: 050206EELEC.	CHECKED BY: RGA		
	REVISION:	REV. DATE:		

DCI2023-00018 Lee County ePlan - Additional Info dated 08-31-2023

EXHIBIT "A"

SKETCH AND DESCRIPTION OF A

10' ELECTRIC POWER LINE EASEMENT
LYING IN PAGE FIELD
PHASE 4 HANGARS AND SE RAMP EXPANSION
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

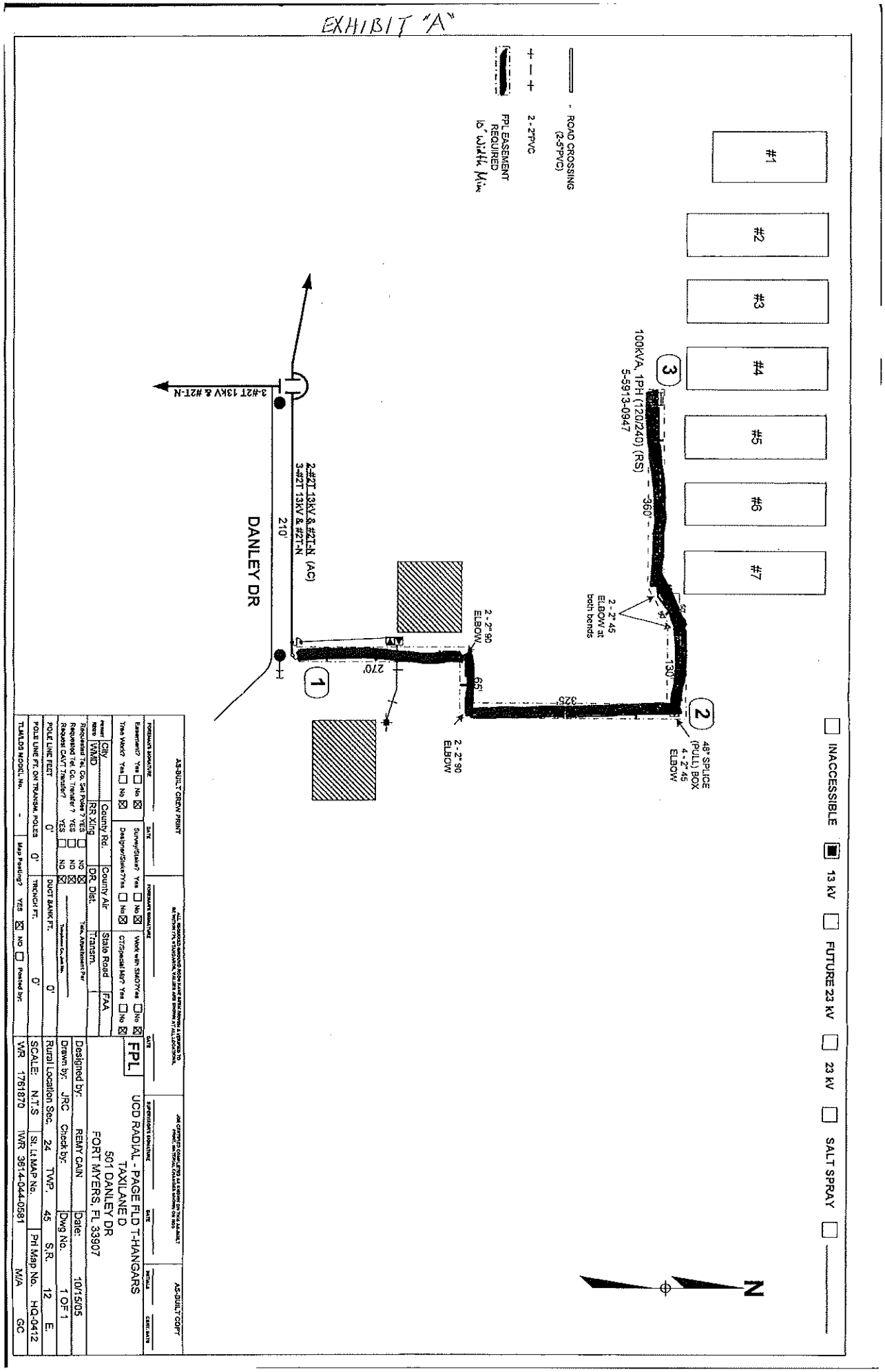


LINE TABLE		
LINE	LENGTH	BEARING
L1	152.34	N05°38'04"E
L2	33.83	N85°39'12"E
L3	413.21	N00°41'22"E
L4	89.36	N87°55'33"W
L5	13.36	N39°35'29"W
L6	25.60	S88°33'48"W
L7	36.75	S84°54'55"W
L8	59.10	S89°12'22"W
L9	36.21	N84°53'30"W
L10	47.87	S89°09'05"W
L11	51.35	S88°30'29"W
L12	50.04	N89°09'34"W
L13	51.00	S87°47'02"W
L14	21.62	S87°23'00"W
L15	28.53	S88°57'28"W
L16	15.55	N65°02'37"W

COONER & ASSOCIATES, INC.
SURVEYING AND MAPPING
5670 ZIP DRIVE, FORT MYERS, FLORIDA 33905
TELEPHONE: 239.277.0722 FAX: 239.277.7179 EMAIL: WWW.COONER.COM

PAGE FIELD SECTION 1 AND 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA	COUNTY: LEE	DWG DATE: 12/05/05	OWEN, AMES & KIMBSLL	3 OF 3
	PROJECT NO.: 050206	DRAWN BY: JAA		
	DRAWING NO.: 050206EELEC.	CHECKED BY: RGA		
	REVISION:	REV. DATE:		

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023



DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2019000073627, Doc Type , Pages 4, Recorded 4/3/2019 at 2:25 PM, Deputy Clerk BDURR
Rec Fees: $35.50

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
Strap No. 12-45-24-00-00001.0000

Portion of Section 12, Twp. 45 S, Range 24 E

THIS SPACE FOR RECORDING

UTILITY EASEMENT

This indenture is made this 7th day of March, 2019, between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida ("Grantor") and **FLORIDA POWER AND LIGHT COMPANY**, a Delaware Limited Liability Company, its licensees, agents, successors and assigns whose mailing address is 15834 Winkler Road, Fort Myers, Florida 33908 ("Grantee"). The undersigned Grantor, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Grantee a non-exclusive easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and appurtenant above-ground equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement ten (10) feet in width as described in attached Exhibit "A" ("Easement Area").

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area, including the right to install facilities, under, through and within the Easement Area, and to operate the same for Grantee's communications purposes; the right of ingress and egress to the Easement Area over adjacent lands under Grantor's control; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communication or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

Grantee may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Areas for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Area.

Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

In witness of the above, this easement is executed.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Vice-Chair

Approved as to Form for the Reliance of
Lee County Only:

BY: _____
Office of the County Attorney

I:\DOCS\PGF\3560\11M4552.WPD

2019 MAR -8 AM 11:38

LEGAL DESCRIPTION

A 10-FOOT WIDE STRIP OF LAND, LYING 5.00 FEET ON EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE; BEING A PORTION OF PARCEL 1, **'PAGE FIELD AIRPORT'**, ACCORDING TO THE BOUNDARY SURVEY PREPARED BY COONER & ASSOCIATES, INC. DATED FEBRUARY 2010, LYING IN SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THAT CERTAIN 'BOUNDARY POINT BP 507' AS SHOWN ON SAID **'PAGE FIELD AIRPORT'** BOUNDARY SURVEY; THENCE S83°42'08"W, ALONG THE SOUTH LINE OF SAID PARCEL 1 AND THE NORTH RIGHT-OF-WAY LINE OF DANLEY DRIVE, FOR A DISTANCE OF 217.72 FEET; THENCE N06°17'52"W FOR A DISTANCE OF 5.00 FEET TO THE **POINT OF BEGINNING**; THENCE S83°42'08"W FOR A DISTANCE OF 48.18 FEET TO A POINT OF CURVATURE OF A CIRCULAR CURVE, CONCAVE TO THE NORTH; THENCE WESTERLY, ALONG THE ARC OF SAID CURVE, HAVING FOR ITS ELEMENTS A RADIUS OF 895.00 FEET, A CENTRAL ANGLE OF 02°48'20", AN ARC DISTANCE OF 43.82 FEET, A CHORD DISTANCE OF 43.82 FEET, AND A CHORD BEARING OF S85°06'18"W; (THE PRECEDING TWO (2) COURSES LYING 5.00 FEET NORTH OF AND PARALLEL WITH SAID SOUTH LINE OF PARCEL 1 AND SAID NORTH RIGHT-OF-WAY LINE OF DANLEY DRIVE); THENCE N87°15'43"W FOR A DISTANCE OF 209.99 FEET TO THE **POINT OF TERMINATION** OF SAID CENTERLINE.

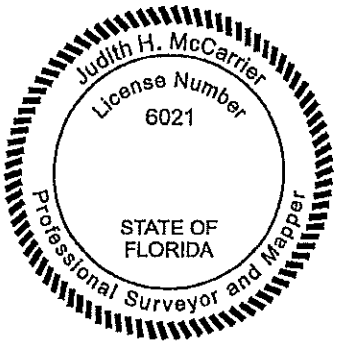
CONTAINING 3,020 SQUARE FEET, MORE OR LESS.

SURVEYOR'S NOTES

1) BEARINGS SHOWN HEREON ARE BASED UPON FIXING THE NORTH RIGHT-OF-WAY LINE OF DANLEY DRIVE, AS S83°42'08"W.

2) THIS MAP IS NOT VALID WITHOUT EITHER THE SIGNATURE AND THE ORIGINAL RAISED SEAL, OR A VALIDATED ELECTRONIC SIGNATURE, OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

3) SUBJECT TO EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS-OF-WAY OF RECORD.



PREPARED BY:

Judith H McCarrier, PSM
Florida License #6021

Digitally signed by Judith H McCarrier
Date: 2018.12.07 11:58:14 -05'00'

JUDITH H. McCARRIER
PROFESSIONAL SURVEYOR & MAPPER
FLORIDA LICENSE NO. 6021

SEE SHEET 2 OF 2 FOR SKETCH.

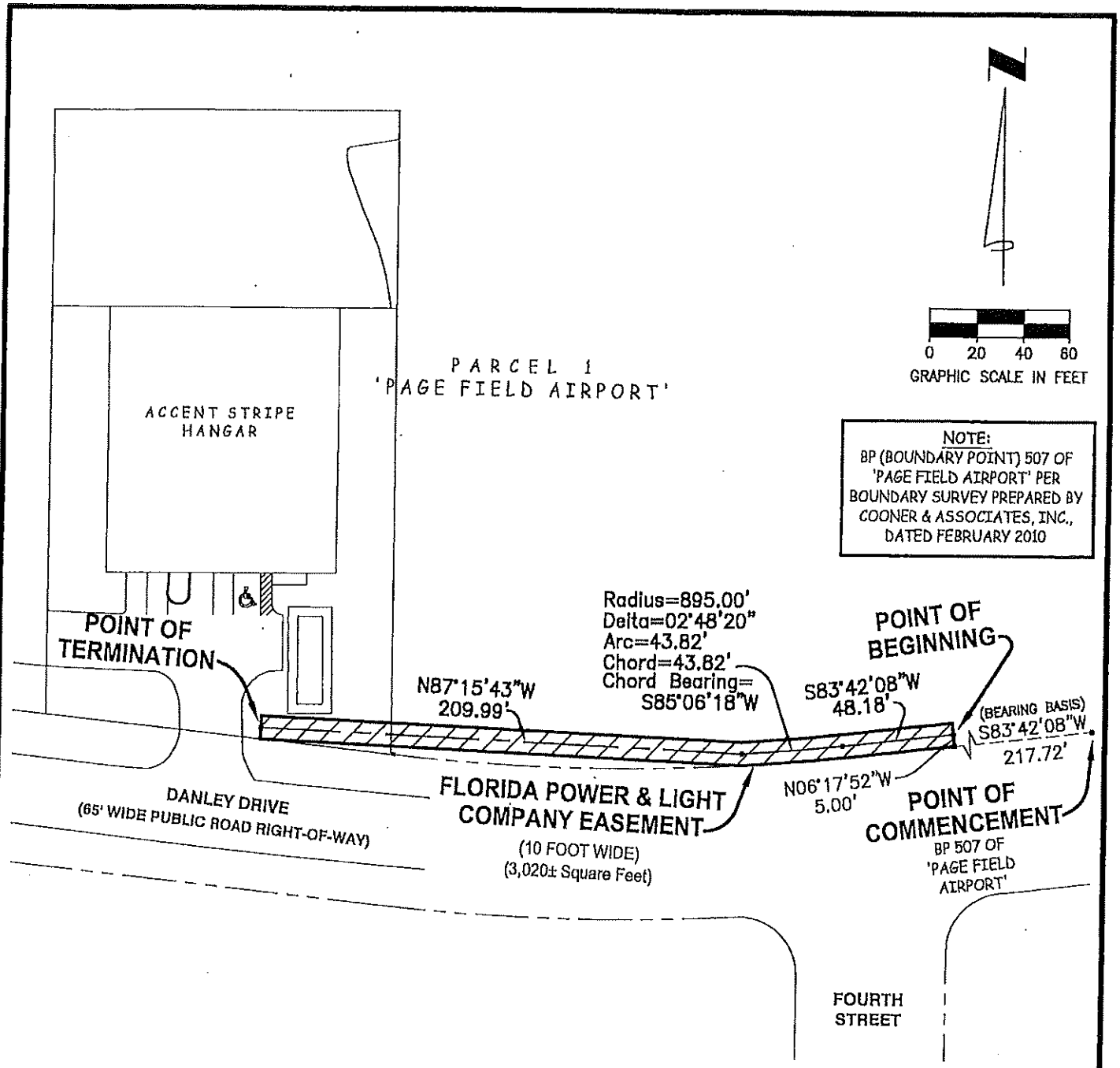
J H McCARRIER LAND SURVEYING, INC.
Licensed Business No. 7027

2460 SUNRISE BOULEVARD
FORT MYERS, FLORIDA 33907
Phone:(239) 277-7821•Fax: (239) 277-7829

PROJECT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FLORIDA POWER & LIGHT COMPANY EASEMENT
'ACCENT STRIPE HANGAR - 551 DANLEY DRIVE'
A PORTION OF PARCEL 1, 'PAGE FIELD AIRPORT'

CLIENT: **CUNNINGHAM CONSTRUCTION** **2036 BEACON MANOR DRIVE** **FORT MYERS, FL 33907** **PHONE: (239) 768-3363**	SCALE: N.A.	DATE: DEC. 7, 2018	
	FILENAME: FPL_Easement.dwg	PROJECT NO.: 18-084	
	DRAWN BY: JHM / CHECKED BY: JHM	SHEET 1 OF 2	



THIS IS NOT A BOUNDARY SURVEY.

SEE SHEET 1 OF 2 FOR LEGAL DESCRIPTION, SURVEYOR'S NOTES & CERTIFICATION.

J H McCARRIER LAND SURVEYING, INC.
Licensed Business No. 7027

2460 SUNRISE BOULEVARD
FORT MYERS, FLORIDA 33907
Phone:(239) 277-7821

PROJECT

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
FLORIDA POWER & LIGHT COMPANY EASEMENT
'ACCENT STRIPE HANGAR - 551 DANLEY DRIVE'
A PORTION OF PARCEL 1, 'PAGE FIELD AIRPORT'

CLIENT	SCALE	DATE
CUNNINGHAM CONSTRUCTION 2036 BEACON MANOR DRIVE FORT MYERS, FL 33907 PHONE: (239) 768-3363	1"=60'	DEC. 7, 2018
	FILENAME: FPL_Easement.dwg	PROJECT NO.: 18-084
	DRAWN BY: JHM / CHECKED BY: JHM	SHEET 2 OF 2

Memorandum
from the
Department of County Lands

Title Certification
Strap Number(s):01-45-24-00-00007.0060
Folio ID(s): 10489672

Certified to: Lee County Port Authority and South Florida Water Management District

Effective Date of Title Certification: July 31, 2023 at 5:00 pm

I have searched the Public Records of Lee County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A". I have made a careful examination of the Public Records of Lee County, Florida, with respect to the real property described in attached Exhibit "A". Based on the foregoing, we hereby certify Record Title to the above-described real property, as to the Effective Date of the Title Certification set forth above, is vested in:

Lee County as shown in attached Exhibit "B".

The following are all of those persons or entities holding a mortgage secured by the property:

1. Leasehold Mortgage, Security Agreement and Assignment of Rents by Community Bank of Naples, N.A., and John T. Conroy, Jr., as Trustee of the Page Field Medical Village Land Trust Dated August 15, 2002, recorded July 30, 2003 in Official Records Book 4009, Page 2361 and Re-recorded December 24, 2003 in Official Records Book 4157, Page 1955; State of Florida Uniform Commercial Code Financing Statement Form recorded July 30, 2003 in Official Records Book 4009, Page 2377; Notice of Future Advance and Loan Modification Agreement, recorded December 28, 2004 in Official Records Book 4538, Page 2176; State of Florida Uniform Commercial Code Financing Statement Form, recorded December 28, 2004 in Official Records Book 4538, Page 2181; Notice of Second Future Advance and Loan Modification Agreement, recorded January 9, 2006 in Instrument Number 2006000009516; State of Florida Uniform Commercial Code Financing Statement Form, recorded January 9, 2006 in Instrument Number 2006000009517; UCC Financing Statement Amendment, recorded December 14, 2006 in Instrument Number 2006000463758; Community Bank of Naples, N.A. to John Hancock Life Insurance Company Assignment of Promissory Notes, Leasehold Mortgage, Security Agreement and Assignment of Rents, and Other Loan Documents by Community Bank of Naples, N.A., in favor of John Hancock Life Insurance Company, a Massachusetts Corporation, recorded December 14, 2006 in Instrument Number 2006000463760; Amended and Restated

Assignment of Lease and Rents from John T. Conroy, Jr., Trustee Under Land Trust Dated August 15, 2002 and Named Page Field Medical Village Land Trust to John Hancock Life Insurance Company, recorded December 14, 2006 in Instrument Number 2006000463761; Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance from John T. Conroy, Jr., Trustee Under Land Trust Dated August 15, 2002 and Named Page Field Medical Village Land Trust to John Hancock Life Insurance Company, recorded December 14, 2006, in Instrument Number 2006000463762; Memorandum of Ground Lease Certificate and Agreement by John Hancock Life Insurance Company recorded December 14, 2006 in Instrument Number 2006000463763; Assignment of Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance and Amended and Restated Assignment of Leases and Rents, recorded December 28, 2015 in Instrument Number 2015000275490; Assignment of Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance and Amended and Restated Assignment of Leases and Rents, recorded October 3, 2016 in Instrument Number 2016000208822; Certificate of Trust, recorded October 3, 2016 in Instrument Number 2016000208823; Amended and Restated Leasehold Mortgage and Security Agreement, recorded October 3, 2016 in Instrument number 2016000208824; Amended and Restated Assignment of Leases and Rents of Real Property, recorded October 3, 2016 in Instrument Number 2016000208825; State of Florida Uniform Commercial Code Financing Statement Form, recorded October 3, 2016 in Instrument Number 2016000208826, all documents are recorded in the Public Records of Lee County, Florida.

The following are easements, rights of way and encumbrances affecting the property:

2) Lee County Ordinances relating to garbage and solid waste collection, recorded November 30, 1990, Official Record Book 2189, Pages 3281, in the Public

3) Utility Easement Agreement between John T. Conroy, Jr., as Trustee under the Page Field Commons Land Trust Agreement and not individually and Alsdorf Enterprises, Inc., an Illinios corporation, recorded June 10, 2003 in Official Records Book 3956, Page 4494; Instrument was Re-Recorded on February 16, 2004 in Official Records Book 4199, Page 4428; Affidavit for Utility Easement Agreement, recorded February 16, 2004 in Official Records Book 4199, Page 4437; Grant of Easement by John T. Conroy, Jr., as Trustee Under the Page Field Medical Village Land Trust Agreement, and not individually and the City of Fort Myers, recorded March 1, 2004 in Official Records Book 4213, Page 157, all Instruments in the Public Records of Lee county, Florida.

4) Perpetual Stormwater Drainage Easement between Lee County, a political subdivision of the State of Florida and John T. Conroy, Jr., Trustee, recorded July 29, 2003 in Official Records Book 4008, Page 2586, Public Records of Lee County, Florida.

5) Memorandum of Lease by Lee County Port Authority, a special district and political subdivision of the State of Florida and John T. Conroy, Jr., as Trustee under the that certain land trust dated in August of 2002 and named "Page Field Medical Village Land Trust,", recorded November 19, 2003 in Official Records Book 4125, Page 3750; Amendment to Memorandum of Lease, recorded November 30, 2006 in Instrument Number 2006000447599; Affidavit, recorded December 14, 2006 in Instrument Number 2006000463765; Subordination, Non-Disturbance and Attornment Agreement by Lee Memorial Health System, a public agency and John Hancock Life Insurance Company and John T. Conroy, Jr., as trustee under that certain land trust dated August 15, 2002 and named "Page Field Medical Village Land Trust", recorded December 14, 2006 in Instrument Number 2006000463764, Public Records of Lee County, Florida, all documents are recorded in the Public Records of Lee County, Florida.

6) Utility Easement Agreement between John T. Conroy, Jr., as Trustee under the Page Field Commons Land Trust Agreement and not individually and The Pep Boys – Manny, Moe, and Jack, a Pennsylvania corporation, recorded December 11, 2003 in Official Records Book 4144, Page 4902 and Re-recorded February 16, 2004 in Official Records Book 4199, Page 4448; Affidavit for Utility Easement Agreement, recorded February 16, 2006 in Official Records Book 4199, Page 4455, all documents are recorded in the Public Records of Lee County, Florida.

7) Easement between Lee County, a political subdivision of the State of Florida and Florida Power & Light Company, recorded March 12, 2004 in Official records book 4224, Page 3155, Public Records of Lee County, Florida.

8) Easement between Lee County, a political subdivision of the State of Florida and Florida Power & Light Company, recorded December 12, 2005 in Instrument Number 2005000164774, Public Records of Lee County, Florida.

9) Easement between Lee County, a political subdivision of the State of Florida and Florida Power & Light Company, recorded November 17, 2006 in Instrument Number 2006000433610, Public Records of Lee County, Florida.

10) Declaration of Appointment of Successor Trustee, appointing Kristin M. Conroy to succeed John T. Conroy Jr., as Trustee of the Page Field Medical Village Land Trust, recorded August 23, 2021 in Instrument Number 2021000276996, Public Records of Lee County, Florida.

NOTE: Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report

NOTE: Deed of Release by the United tates of America, acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, recorded March 25, 1996 in Official Records Book 2688, Page 1578, Public Records of Lee county, Florida. Document is attached to the Quitclaim Deed recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida.

Tax Status:

01-45-24-00-00007.0060_- Subject property is assessed at $6,859,711.00. Taxes for 2022 were paid on December 28, 2022 in the amount of $54,531.23.

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search of the Public Records of Lee County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____

Marja Borkert
Property Acquisition Assistant

S:\County Lands\POOL\PORT AUTHORITY- Page Field\2023 Title\Lee County_4741-4771 S Cleveland_10489672/ Title Cert Lee County_4741-4771 S Cleveland_10489672

Exhibit "A"

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'38"W. ALONGTHE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 465.18 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.45 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 176.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S.57°30'31"E., FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N.70°45'46"E., FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,029.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N.32°57'05"E., FOR A DISTANCE OF 205.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°50'15"E., FOR A DISTANCE OF 50.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOWLER STREET THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET; THENCE RUN N.69°43'35"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N.20°31'32"E., FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'36"W., FOR A DISTANCE OF 45.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.54 FEET TO THE TO A

Exhibit "A" Cont'd

POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET, TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

TOGETHER WITH ANY AND ALL RIGHTS UNDER THE FOLLOWING EASEMENTS:

UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3956, PAGE 4494, AND AS RE-RECORDED IN OFFICIAL RECORDS BOOK 4199, PAGE 4428, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4144, PAGE 4896, AND AS RE-RECORDED IN OFFICIAL RECORDS BOOK 4199, PAGE 4448, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

Exhibit "B"

County of Lee, acting by and through its Board of County Commissioners, a political subdivision of the State of Florida by Quitclaim Deed and Surrender of Lease from the United States of America, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the power and authority contained in the provisions of the Surplus Property Act of 1944, from recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida

Lee County Property Appraiser

Tax Year 2023

Property Data

STRAP: 01-45-24-00-00007.0060 Folio ID: 10489672

Generated on 8/25/2023 11:39 AM

Owner Of Record - Sole Owner [Change Address]

LEE COUNTY
c/o PORT AUTHORITY
11000 TERMINAL ACCESS RD #867
FORT MYERS FL 33913

Site Address

Site Address maintained by E911 Program Addressing

4741-4771 S CLEVELAND AVE
FORT MYERS FL 33907

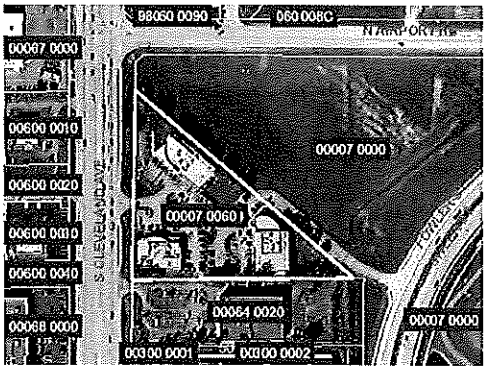
ALTERNATE ADDRESS INFORMATION:
4751 S CLEVELAND AVE, 4761 S CLEVELAND AVE, 4771 S CLEVELAND AVE

Property Description

Do not use for legal documents!

PORTION OF PARCEL DESC IN MB 25 PG 260 PAGE FIELD FR SW COR OF NW 1/4 E 33 FT N 648.81 FT TO POB

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Hurricane Ian Tax Roll Value Letter Tax Refund Status

Just	6,859,711

Attributes

Land Units Of Measure	SF
Units	171098.00
Total Number of Buildings	3
Total Bedrooms / Fixtures (multiple buildings, see Appraisal Details below)	0 / 77
Gross Building Area (multiple buildings, see Appraisal Details below)	35,126
1st Year Building on Tax Roll	2004
Historic Designation	No

Image of Structure



Photo Date June of 2016 View other photos

Last Inspection Date: 05/04/2018

Exemptions / Classified Use (Current)

Generated on 8/25/2023 11:39 AM

Exemptions / Classifed Use (2023 TRIM)

Generated on 8/25/2023 11:39 AM

Values (2023 TRIM)

Generated on 8/25/2023 11:39 AM

Taxing Authorities

Generated on 8/25/2023 11:39 AM

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

115893

QUITCLAIM DEED AND SURRENDER OF LEASE

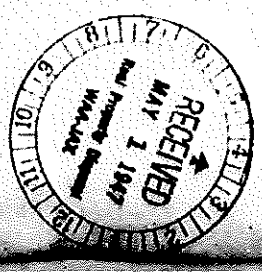
THIS INDENTURE, made this 14th day of June, 1947, between the UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part, and the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, party of the second part.

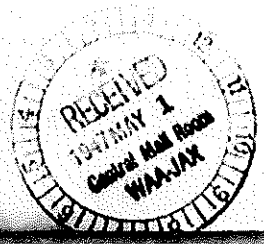
WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its convenant to abide by and agreement to certain other reservations, restrictions and conditions all as set out hereinafter, has remised, released, sold, assigned, transferred, delivered and quitclaimed but without representations or warranty whatsoever, and by these presents does remise, release, sell, assign, transfer, deliver and quitclaim, but without representations or warranty whatsoever, to the said party of the second part, its successors and assigns under the subject to the reservations, restrictions and conditions exceptions and reservation of property and rights hereinafter set out, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of Lee, State of Florida, to-wit:

The south half of the Northeast Quarter, Sect. 1, TWP 45 S , R 24 E, less the East 357.95 feet and less a parcel of land described as follows;

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼;the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/14 and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Also the following easements and rights-of-way, said easements being located in the area known as Page Field, Lee County, Florida, and more particularly described as follows:





DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Avigation easement obtained by the United States Government under indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 252, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 214 of Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 249, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 248, Lee County Records;

Avigation easement dated June 2, 1942, recorded in Deed Book, 155 p. 137; and

Perpetual easement for an outfall canal, obtained by the Government by indenture dated February 26, 1945 and recorded in Deed Book 159, p. 137;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated December 27, 1944, recorded in Deed Book 157, p. 311;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated January 16, 1945, recorded in Deed Book 159, p. 130, Lee County Records.

TOGETHER the following buildings and improvements located on all land hereinabove expressly described, and on land leased from Lee County, Florida, as hereinafter set forth:

All of the runways, taxiways, parking aprons, field marking and lighting, drainage system, control tower, water system, sewage disposal system, telephone system, and buildings listed as follows:

T-1314	T-1304	T-1306	T-1308-1	T-906	T-712	T-712-1	T-315
T-1303	T-1309	T-1305	T-1114	T-907	T-717	T-511	T-211

And also the following described equipment:

DESCRIPTION	DECLARATION DATA	WAA NO.
Grader, Motor, Adams, Ser.871 W-542427, 12' blade, semi-Diesel R&U GM-133	PF-PE-RFC-3 12/27/46, Item 1 Post Eng. PAAF	99-19527
Concrete Mixer, REX, on wheels Ser. #SKF-323 R&U GM-79	PF-PE-RFC-3 12/27/46, Item 2 Post Eng. PAAF	99-19527
Crane (Dragline) Truck, USA ,4169554 R&U, DE-32, Model T60, Hercules Mtr. #1311673, w/1 Clam Bucket 3/8 cu.yds. R&U CD-50, One Drag Bucket 3/8 cu.yds. Hendrix #1771, R&U DE-51	PF-PE-RFC-5 1/9/46 Crane, Page 1, Item 8 Clam Bucket, p. 1 Item 11, Drag Bucket P. 2, Item 10 Post Eng. PA F	677419
Mower, Gang, 7 Sections, Worthington Grass Blitzer	PF-PE-RFC-6 1/9/46 Page 1, Item 3 Post Engr. PAAF	99-20622
Air Compressor, Schramm, Portable Rubber Tire, Trailer, N0652530 Model-60, Ser. 95149, R&U AC-46	PF-PE-RFC-7 1/9/46, Item 1, Page 1 Post Eng. PAAF	16849
Distributor, Asphalt, 300 gals. Wisconsin Mtr, Standard Pump #434589,-3 Patch hose, 6' Spray Bar R&U DE-44	PF-PE-RFC-5 1/9/46, Item 1 Page 1, Post Eng. PAAF	677410
	S-RFC-90 8/1/46, Page 1 Item 1	Unrecorded

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Roller, Road, Gas Engine Tandem US-828606, Wisconsin Engine, R&U 404	PF-PE-RFC-5 1/9/46, Page 1, Item 4 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 2	Unrecorded
Sweeper, Grace 2 Way, Ser. #825 One Extra Brush & Br. Filler R&U SR-56, U.S. Reg. W-744467	PF-PE-RFC-5 1/9/46, Page 1, Item 6 Brush & Brush Filler Page 2, Item #12 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 3	Unrecorded
Mower, Gang, 7 Sect. Worthington Grass Blitzer #A-5847, A-5767-A-5890 A-5807, A-4799, A-5847, & A-5854	PF-PE-RFC-6 1/9/46, Item 1, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 1, P. 1.	Unrecorded
Tractor, Case, Mower, w/5' Side Mower, blade # 825939 Model VAI #4700606, Ser. #12642 R&U MO 45	PF-PE-RFC-6 1/9/46, Item 8, p. 11 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 4, P. 1	Unrecorded
Tractor, Case, Mower, w/5' Side Mower Blade, W 825940 Model VAI #4760600, Ser. Eng. 12453, R&U MO-45	PF-PE-RFC-6 1/9/46, Item 7, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 3, P. 1	Unrecorded
Brush, Filling Machine Mod. T-17A R&U #SR-56	S-RFC-90 8/1/46, Page 1, Item 4	Unrecorded
Distributor, Fertilizer Ser. #15242, Model 3	S-RFC-91 8/1/46, Page 1, Item 2	Unrecorded
Fire Truck, Class 500 Pumper, GMC Serial #M-563652	Unknown (now being used for protection of Field)	Unrecorded

The above described premises are transferred subject to existing easements for roads, highways, public utilities, railways and pipelines.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all property in the nature of equipment, furnishings and other personal property located on the premises expressly hereinbefore described and on the leased premises hereinbefore mentioned, and on the leased premises hereinafter described, which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on such premises which is required for the efficient operation for air port purposes of the structures and improvements specifically listed hereinabove, as being transferred hereby; and further excepting from this conveyance all structures on such premises other than structures specifically described or enumerated above as being conveyed hereunder, and reserving to the party of the first part the right of removal from the premises of the property and structures excepted hereby, within a reasonable period of time after the date hereof, which shall not be construed to mean any period less than one (1) year after the date of this instrument.

RECEIVED

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

By accepting this instrument or any rights hereunder, the said party of the second part hereby releases the party of the first part from any and all liability for all claims for losses or damage arising out of the exceptions and the reservations above. Further, the party of the first part, for the considerations expressed, does hereby surrender, subject to the terms and conditions of this instrument the interest of the party of the first part in that certain lease dated the 19th day of February 1942, as modified by Supplemental Agreements dated July 15, 1942 and March 5, 1945, from the party of the second part to the party of the first part, covering the properties generally described and referred to as Page Field, containing 628 acres of land, more or less, and located in the County of Lee, State of Florida, and more particularly described as follows:

> Beginning at a point on the South line of Section 1, TWP 45 South, Range 24 E, at a point where the West right-of-way line of the Seaboard Air Line Railroad intersects said Section line 162.7 feet, more or less West of the SE corner of said Section; run thence West along the South line of Section 1, TWP 45 South, Range 24 E, to a point 320 feet East of the SW corner of said section; run thence N. 824 feet; thence East 1000 feet; thence North 476 feet; thence East 642 feet; thence North 660 feet; thence West 311 feet; thence North 660 feet; thence West 991 feet; thence North 1320 feet; thence East 1320 feet; thence South 660 feet; thence East 660 feet; thence South 660 feet; thence East 1070 feet; thence North 809 feet; thence East 1400 feet, more or less, to the West right-of-way line of the Seaboard Air Line Railroad; thence Southerly along the West right-of-way line of said Railroad to the point of Beginning.
> ALSO - the N half (N½) of Section 12, TWP 45 S, Range 24 E, less right-of-way of Seaboard Air Line Railroad on East side and paved highway (U.S.#41) on West side.
> All of said lands being in Lee County, Florida, and containing in all 618 acres, more or less.
>
> ALSO - Tracts 4 and 5 of the subdivision in the North half (N½) of Southwest Quarter (SW¼) of Section 1, TWP 45 S, Range 24 E, as shown on Plat of said subdivision, recorded in Plat Book 3, page 46, of the Public Records of Lee County, Florida, and containing 10 acres, more or less.

which Lease, as modified, would otherwise continue in full force and effect until six (6) months from the date of the termination of the unlimited emergency as declared by the President of the United States on May 22, 1941, Proclamation 2487 or June 30, 1967, whichever shall occur first, subject to the provisions thereof.

The party of the second part does hereby release the party of the first part from any and all claims which exist or may arise under the provisions of the aforesaid lease, except claims, as to the airport property, which may be submitted under Section 17 of the Federal Airport Act.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that transfer of the property transferred by this instrument is accepted subject to the following restrictions set forth in sub-paragraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders, provided that said reservations and restrictions shall not apply to that portion of the leasehold south of Danley Road as shown on the map marked Exhibit "A", attached hereto and made a part hereof.

(1) That all of the property transferred hereby, including the premises hereinabove expressly described, the leased premises and structures, buildings and improvements on all the above mentioned premises, hereafter in this instrument called the "airport", shall be used for public airport purposes, and only for such purposes, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used herein, "public airport purposes" shall be deemed to exclude use of the structures conveyed hereby, or any portion thereof, for manufacturing or industrial purposes. However, until, in the opinion of Civil Aeronautics Administration or its successor Government agency, it is needed for public airport purposes, any particular structure transferred hereby may be utilized for non-manufacturing or non-industrial purposes in such manner as the party of the second part deems advisable, provided that such use does not interfere with operation of the remainder of the airport as a public airport.

(2) That the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment of the airport shall be maintained at all times in good and serviceable condition to assure its efficient operation; provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administration or its successor Government agency. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises, which have out-

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

lived their use as airport property in the opinion of the Civil Aeronautics Administration or its successor Government agency.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions as set forth in sub-paragraphs (1) to (6) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and order, provided that said reservations and restrictions shall not apply to that portion of the airport south of Danley Road as shown on Exhibit "A" attached hereto.

(1) That insofar as is within its power and reasonably possible, the party of the second part and all subsequent transferees shall prevent any use of land either within or outside the boundaries of the airport, including the construction, erection, alteration or growth of any structure or other object thereon, which use would be a hazard to the landing, taking-off, or maneuvering of aircraft at the airport, or otherwise limit its usefulness as an airport.

(2) That the building areas and non-aviation facilities, as such terms are defined in WAA Regulation 16, dated June 26, 1946, of or on the airport shall be used, altered, modified or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities, as defined in WAA regulation 16, as amended.

(3) That itinerant aircraft owned by the United States of America (hereinafter sometimes referred to as the "Government"), or operated by any of its employees or agents on Government business shall at all times have the right to use the airport in common with others; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict Government use to less than twenty-five (25) per centum of capacity of the landing area of the airport. Government use of the airport by virtue of the provisions of this sub-paragraph shall be without charge of any nature other than payment for damage caused by such itinerant aircraft

(4) That during the existence of any emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right without charge, except as indicated below, to the full, unrestricted possession, control and use of the landing area, building areas, and airport facilities as such terms are defined in WAA Regulation 16, dated June 26, 1946, or any part thereof, including any additions or improvements thereto made subsequent to the declaration of any part of the airport as surplus; Provided, however, that the

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Government shall be responsible during the period of such use for the entire cost of maintaining all such areas, facilities and improvements, or the portions used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal Aid.

(5) That no exclusive right for the use of any landing area or air navigation facilities, as such terms are defined, in WAA Regulation 16, dated June 26, 1946, included in or on the airport shall be granted or exercised.

(6) That the property transferred hereby may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

By the acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That upon a breach of any of the aforesaid reservations or restrictions by the party of the second part, or any subsequent transferee, whether caused by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part upon demand made in writing by the War Assets Administration, or its successor Government agency at least sixty (60) days prior to the date fixed for the revesting of such title, right of possession and other rights transferred, or any portion thereof: Provided, that as to installations or structures which have been added to the premises without Federal aid, the Government shall have the option to acquire title to or use of the same at the then fair market value of the rights therein to be acquired by the Government. Provided that said reverter shall not apply to that said portion of the airport lying South of Danley Road.

(2) That if the construction as convenants of any of the foregoing reservations and restrictions recited herein as convenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances thereunto belonging or in any wise appertaining and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or equity, except the property and rights excepted and reserved above, and under and subject to the aforesaid reservations, restrictions and conditions, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part, the United States of America, acting by and through the War Assets Administractor, has caused these presents to be executed in its name and on its behalf by Lyle T. Pritchard, Deputy Regional Director, Office of Real Property Disposal, War Assets Administration, and the party of the second part, the County of Lee, has caused these presents to be executed in its name and on its behalf by the Chairman of its Board of County Commissioners and its Seal to be hereunto affixed, all of the 4 day of June 1947.

UNITED STATES OF AMERICA
Acting by and through
War Assets Administration

By: Lyle T Pritchard (SEAL)
Deputy Regional Director for
Real Property Disposal
War Assets Administration

WITNESS:
Earl W Wikel
Carol Anne Cowee

COUNTY OF LEE
Acting by and through its
Board of County Commissioners

By: [signature]
Chairman

Attest: D J Larabee (SEAL)
Secretary

[signature]
D. Glenn Ribours

[illegible] COUNTY OF LEE

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

I hereby Certify that on the 5th day of June, 1947, personally appeared LYLE T. PRITCHARD, to me well known as the person described in and who executed the foregoing instrument on behalf of the United States of America, and acknowledged that he, LYLE T. PRITCHARD, being thereunto duly authorized, as Deputy Regional Director for Real Property Disposal, War Assets Administration, executed the same for the purposes therein expressed as the free act and dead of the United States of America, the War Assets Administration and the War Assets Administrator, and that the said instrument is their free act and deed.

IN WITNESS WHEREOF I have hereunto affixed my hand and official Seal at Jacksonville, Florida, this 5th day of June, 1947.

Earl Wade
Notary Public

(SEAL)

My commission expires

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

I HEREBY CERTIFY that on the 11th day of June, 1947, personally appeared H. M. Stringfellow and D. J. Forehee to me well known as the persons described in, and who executed, the foregoing instrument on behalf of the County of Lee, and acknowledged that they H. M. Stringfellow and D. J. Forehee, as Chairman and Clerk of the Board of County Commissioners respectively, executed the same for the purposes thereinexpressed as the free act and deed of said County, and D. J. Forehee acknowledged that in his capacity as said Clerk he affixed thereto the official Seal of said County, and both of said persons acknowledged that said instrument is the act and deed of said County.

IN WITNESS WHEREOF I have hereunto affixed my hand and official seal at Fort Myers, Fla., this 7th day of June, 1947.

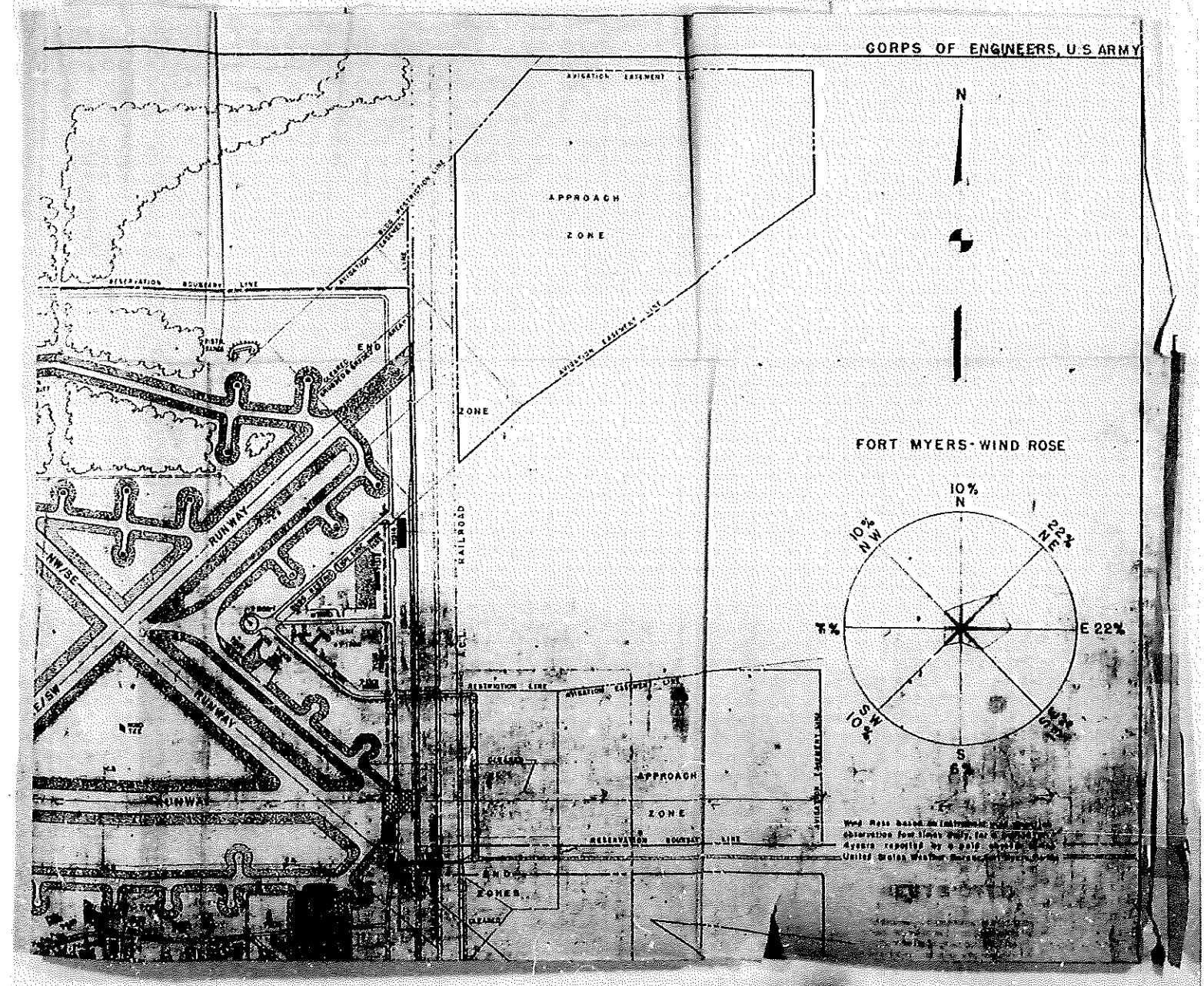
Notary Public

(SEAL)

My commission expires Dec. 14, 1947

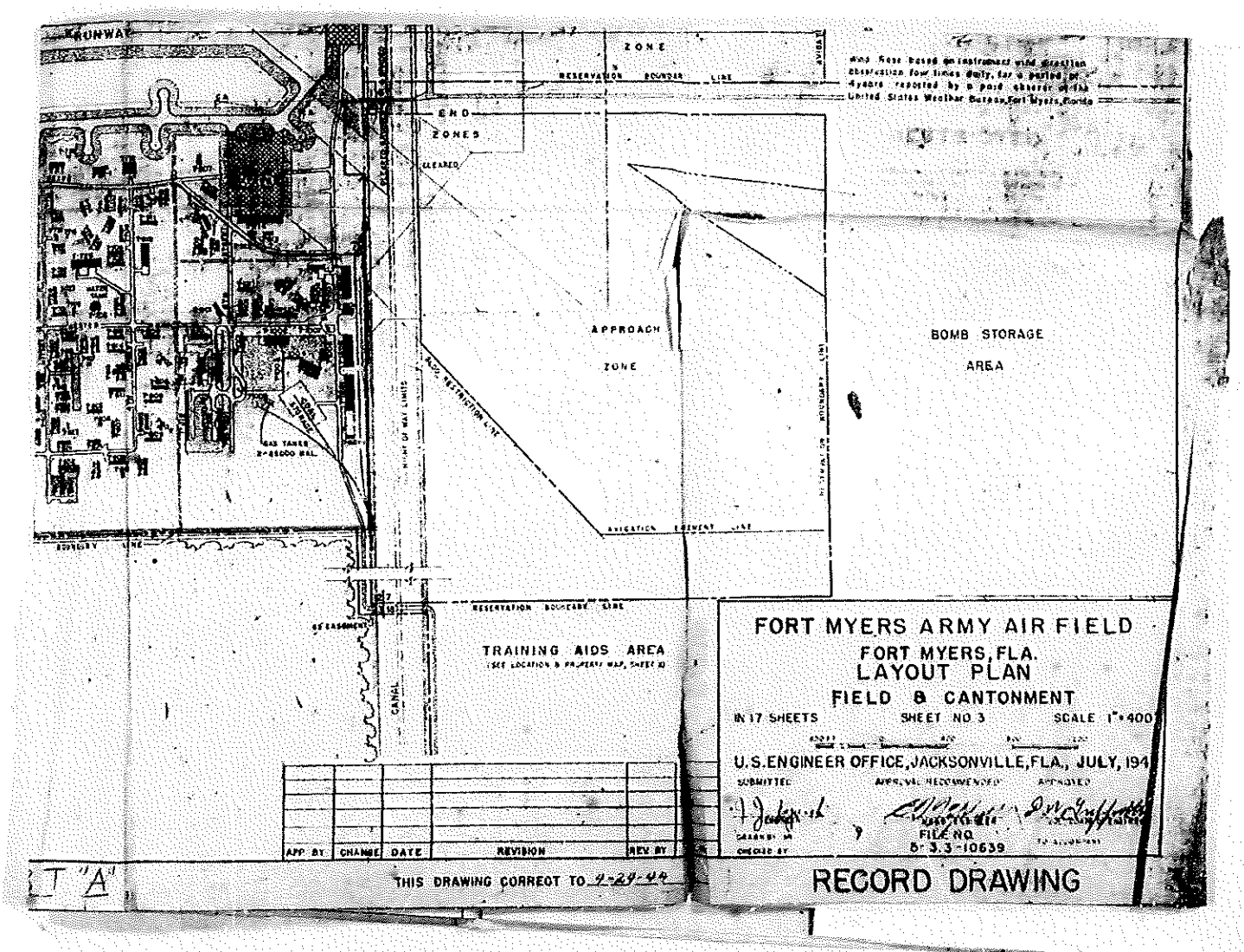
DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

MISC BK 25



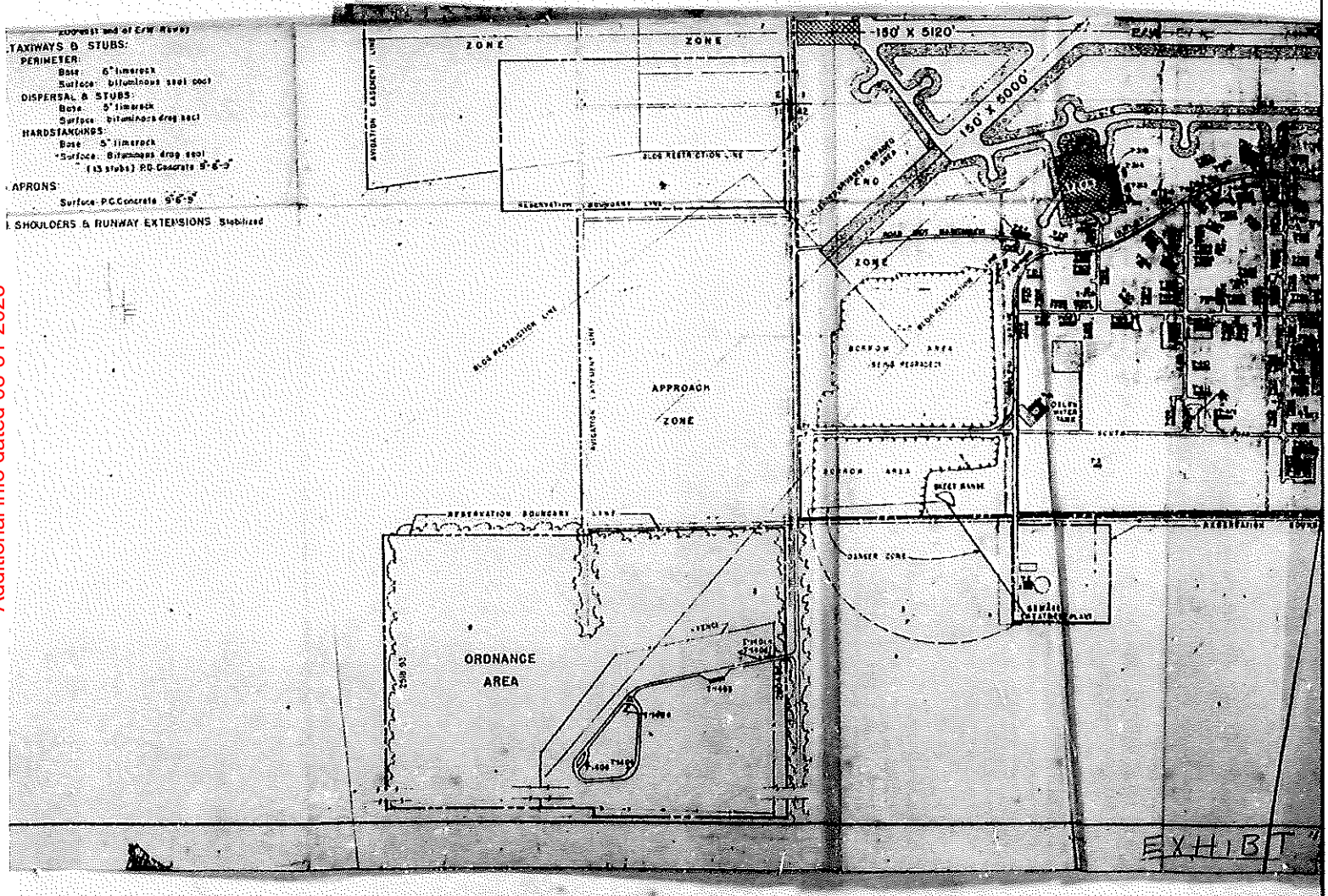
PAGE 269

MISC BK 25



PAGE 269

MISC BK 25



PAGE 269

Additional info dated 08-31-2023

DCI2023-00018 Lee County ePlan

PREPARER:
Lee County Port Authority
16000 Chamberlin Parkway SE
Fort Myers, FL 33913
(941)-786-1000

37.50

DEED OF RELEASE 3933801

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the Airport Owner, WITNESSETH:

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: HELEN CARROLL, D.C. •

OR 2000 PG 1578

WHEREAS, the United States of America, acting by and through the War Assets Administrator, under and pursuant to authority contained in the provisions of Executive order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, (58 Stat. 765), as amended, and applicable rules, regulations, and orders by instruments of transfer entitled "Quitclaim Deed" dated June 4, 1947, did remise, release and forever quitclaim to County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, Florida, its successors and assigns, all rights, title and interest in and to that certain property located and situated in Lee County, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Lee County, Florida, Miscellaneous Deed Book No. 25, Page 260, reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner, through the Lee County Port Authority, has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700), as amended; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700) is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to covey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

11/13/95 C13a

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by Lee County in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

(1) That the Airport Owner reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Page Field.

(2) That the Airport Owner expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(3) That the Airport Owner expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Page Field or interfere with air navigation and or communication facilities serving Page Field, or otherwise constitute an airport hazard.

UK7668 PG1579

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the Airport Owner dated June 4, 1947, which real property is described on the attached Exhibit A as Parcel A and Parcel 7-1.

This release is for the specific purpose of permitting the Airport Owner to obtain clear title to the above described property for construction of roadways and their associated right-of-ways.

By its acceptance of this Deed of Release the Airport Owner also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the property described in the attached Exhibit A.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 25th day of October, 1995.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By Charles E. Blair
Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

OR2688 PG1580

STATE OF FLORIDA)
)ss
COUNTY OF ORANGE)

On this 25th day of October, 1995 before me a Notary Public in and for the County of Orange, State of Florida, personally appeared Charles E. Blair, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

STATE OF FLORIDA NOTARY PUBLIC
ALLA LEE L. BLANEY
My Comm Exp. 1/27/99
Bonded By Service Ins
No. CC415327

WITNESS my hand and official seal.

Alla Lee L. Blaney
Notary Public In and for said County and State

(SEAL)

My commission expires January 27, 1999

Accepted:

BOARD OF COUNTY COMMISSIONERS,
LEE COUNTY, FLORIDA, AIRPORT OWNER
By: _____
Chairman or Vice Chairman

Attest:
Charlie Green, Ex-Officio Clerk
By: Dian L. Price
Deputy Clerk

Date: November 13, 1995

Approved As To Form:
LEE COUNTY ATTORNEY'S OFFICE

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

EXHIBIT A

HMA PROJECT #94.43
JULY 19, 1995
REF.DWG. #B-1736
PAGE 1 OF 2

OR2688 PG1581

DESCRIPTION OF
PROPOSED RIGHT-OF-WAY TAKE
PARCEL 7-1

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTIONS 1 AND 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, THE SAME BEING THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S. 00°31'15" W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 65.85 FEET; THENCE RUN S. 89°28'45" E., PERPENDICULAR TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N. 32°55'27" E. FOR A DISTANCE OF 70.57 FEET; THENCE RUN N. 72°31'00" E. FOR A DISTANCE OF 224.29 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1208.92 FEET, THROUGH A CENTRAL ANGLE OF 17°54'26", SUBTENDED BY A CHORD OF 376.30 FEET AT A BEARING OF N. 63°33'47" E., FOR A DISTANCE OF 377.83 FEET TO THE END OF SAID CURVE; THENCE RUN N. 50°29'49" E. FOR A DISTANCE OF 103.19 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N. 40°17'12" W. A DISTANCE OF 1205.92 FEET THEREFROM; THENCE RUN NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1205.92 FEET, THROUGH A CENTRAL ANGLE OF 62°03'57", SUBTENDED BY A CHORD OF 1243.37 FEET AT A BEARING OF N. 18°40'50" E., FOR A DISTANCE OF 1306.31 FEET TO A POINT OF TANGENCY; THENCE RUN N. 12°21'09" W. FOR A DISTANCE OF 1182.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 894.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1200.68 FEET AT A BEARING OF N. 29°46'41" E., FOR A DISTANCE OF 1316.12 FEET TO A POINT OF TANGENCY; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 21.85 FEET; THENCE RUN N. 85°24'16" E. FOR A DISTANCE OF 51.42 FEET; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 153.11 FEET; THENCE RUN S. 80°26'03" E. FOR A DISTANCE OF 63.55 FEET; THENCE RUN S. 48°05'28" E. FOR A DISTANCE OF 71.91 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 91°30'15", SUBTENDED BY A CHORD OF 303.72 FEET AT A BEARING OF N. 86°09'31" E., FOR A DISTANCE OF 338.57 FEET TO A POINT OF TANGENCY; THENCE RUN N. 40°24'32" E. FOR A DISTANCE OF 149.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 278.00 FEET, THROUGH A CENTRAL ANGLE OF 49°22'43", SUBTENDED BY A CHORD OF 232.24 FEET AT A BEARING OF N. 65°05'53" E., FOR A DISTANCE OF 239.59 FEET TO A POINT OF TANGENCY; THENCE RUN N. 89°47'14" E. FOR A DISTANCE OF 219.38 FEET; THENCE RUN N. 00°18'07" W. FOR A DISTANCE OF 19.83 FEET TO A POINT 20.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1, THE SAME BEING A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN DEED BOOK 143 OF PAGE 576 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S. 89°06'35" W., PARALLEL WITH THE NORTH LINE OF THE

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Naples
Ft. Myers
Bonita Springs

OR2688 PG1582

HMA PROJECT #94.43
JULY 19, 1995
REF.DWG. #B-1736
PAGE 2 OF 2

SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1 AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN SAID DEED BOOK 143 AT PAGE 576, FOR A DISTANCE OF 1193.27 FEET; THENCE RUN S. 42°46'42" E. FOR A DISTANCE OF 119.45 FEET; THENCE RUN S. 71°54'32" W. FOR A DISTANCE OF 94.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1017.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1365.70 FEET AT A BEARING OF S. 29°46'41" W., FOR A DISTANCE OF 1497.00 FEET TO A POINT OF TANGENCY; THENCE RUN S. 12°21'09" E. FOR A DISTANCE OF 1102.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1082.92 FEET, THROUGH A CENTRAL ANGLE OF 62°48'25", SUBTENDED BY A CHORD OF 1112.35 FEET AT A BEARING OF S. 18°33'04" W., FOR A DISTANCE OF 1188.18 FEET TO THE END OF SAID CURVE; THENCE RUN S. 53°48'02" W. FOR A DISTANCE OF 97.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 35°22'00" W. A DISTANCE OF 1079.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1079.92 FEET, THROUGH A CENTRAL ANGLE OF 14°32'14", SUBTENDED BY A CHORD OF 273.26 FEET AT A BEARING OF S. 61°54'07" W., FOR A DISTANCE OF 274.00 FEET TO THE END OF SAID CURVE; THENCE RUN S. 85°05'50" W. FOR A DISTANCE OF 47.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 18°23'28" W. A DISTANCE OF 1067.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1067.92 FEET, THROUGH A CENTRAL ANGLE OF 00°54'28", SUBTENDED BY A CHORD OF 16.92 FEET AT A BEARING OF S. 72°03'46" W., FOR A DISTANCE OF 16.92 FEET TO A POINT OF TANGENCY; THENCE RUN S. 72°31'00" W. FOR A DISTANCE OF 150.58 FEET; THENCE RUN N. 45°59'18" W. FOR A DISTANCE OF 81.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE RUN S. 00°06'55" E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 207.94 FEET; THENCE RUN S. 00°31'15" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 66.03 FEET TO THE POINT OF BEGINNING, CONTAINING 17.234 ACRES, MORE OR LESS.

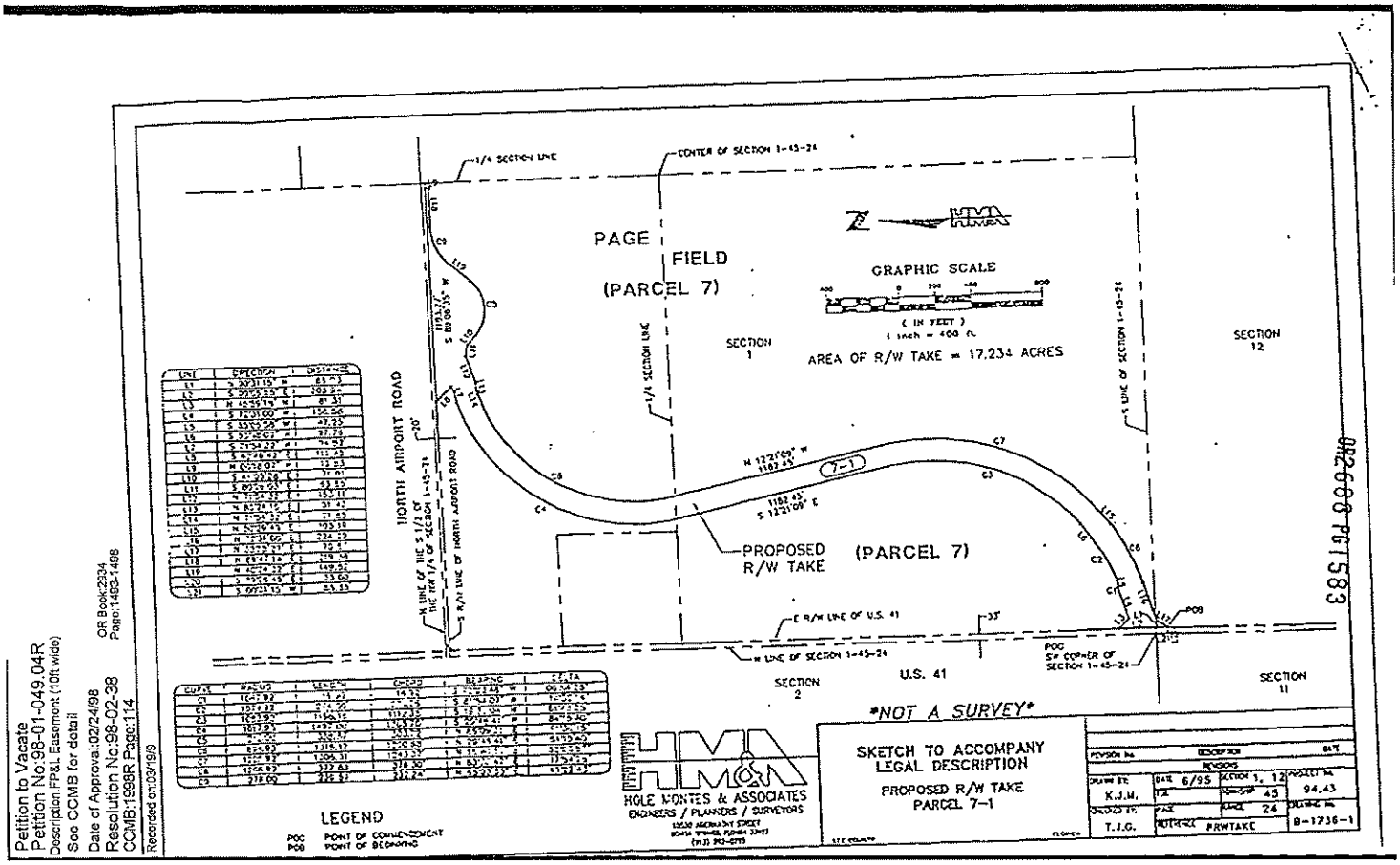
SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S. 00°06'55" E.

HOLE, MONTES & ASSOCIATES, INC.

BY _____
THOMAS J. GARRIS

P.L.S. #3741
STATE OF FLORIDA



Petition to Vacate
Petition No:98-01-049.04R
Description:FP&L Easement (10ft wide)
See CCMB for detail
Date of Approval:02/24/98
Resolution No:98-02-38
CCMB:1998R Page:114
Recorded on:03/19/9
OR Book:2934
Page:1463-1498

2600 PG1583

(PARCEL A)

DESCRIPTION
OF

OR2688 PG1584

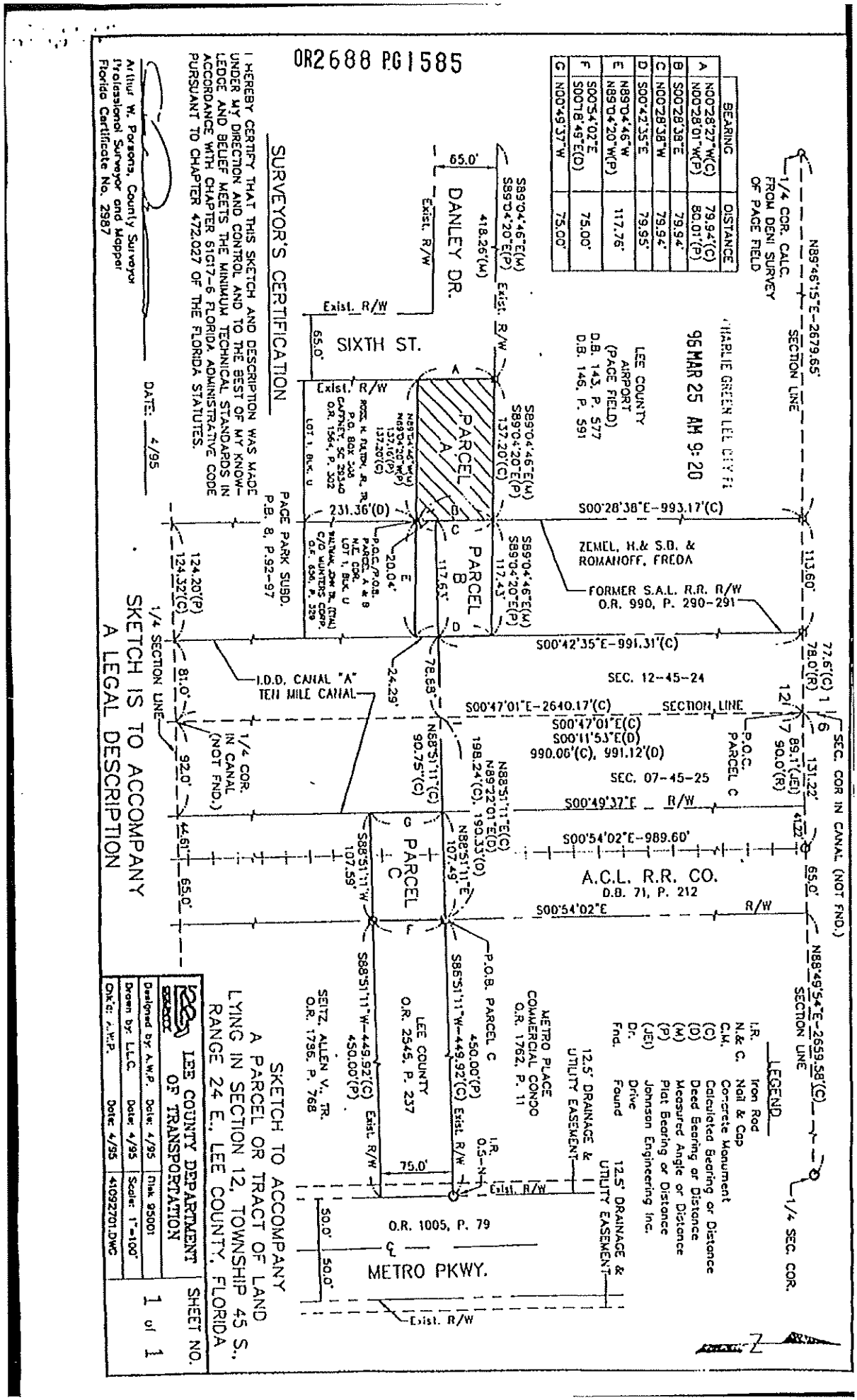
A tract or parcel of land lying in and being a part of Lee County Airport (Page Field) bounded on the south by Lot 1, Block U, on the west by the east right of way line of Sixth Street, on the north by the easterly prolongation of the north right of way line of Danley Drive, all of which are shown on the Plat of Page Park, a Subdivision recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, and on the east by a parcel recorded in Official Record Book 990 at Pages 290 and 291 Public Records of Lee County, Florida, Section 12, Township 45 South, Range 24 East being more particularly described as follows:

Commencing at the northeast corner of Lot 1, Block U at the northeast corner of Page Park Subdivision as recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, said northeast corner being the point of beginning of the tract or parcel described herein; thence N89°04'46"W (N89°04'20"W-Plat) along the north line of said Lot 1, Block U for 137.20 feet (137.16 feet-Plat) to the northwest corner of said Lot 1 and the east right of way line of Sixth Street (65 feet in width); thence N00°28'27"W (N00°28'01"W-Plat) for 79.94 feet (80.01 feet-Plat) to the north right of way line of Danley Drive; thence S89°04'46"E (S89°04'20"E-Plat) along the easterly prolongation of the north right of way line of Danley Drive for 137.20 feet to the westerly line of the former S.A.L. Railroad right of way as recorded in Official Record Book 990 at Pages 290 and 291, Public Records of Lee County, Florida, thence S00°28'30"E along said right of way line for 79.94 feet to the northeast corner of said Lot 1, Block U of aforesaid Page Park Subdivision and the point of beginning, containing 10,964.72 square feet (0.2517 acres) more or less.

Bearings mentioned hereinabove are based on The Florida Coordinate System, West Zone (NAD 83) 1990 Adjustment with the north line of the northeast quarter (NE 1/4) of Section 12, Township 45 south, 24 east as bearing N89°46'15"E.

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987

(dottpce/14725)


OR2688 PG1585
SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987
DATE: 4/95
SKETCH IS TO ACCOMPANY
A LEGAL DESCRIPTION
SKETCH TO ACCOMPANY
A PARCEL OR TRACT OF LAND
LYING IN SECTION 12, TOWNSHIP 45 S., RANGE 24 E., LEE COUNTY, FLORIDA
LEE COUNTY DEPARTMENT OF TRANSPORTATION
SHEET NO. 1 of 1
Designed by A.W.P. Date: 4/95
Drawn by: L.L.C. Date: 4/95
Chkd: A.W.P. Date: 4/95
Disk: 95001
Scale: 1"=100'
41092701.DWG
BEARING DISTANCE
A N00°28'27"W(C) 79.94'(C)
N00°28'01"W(P) 80.01'(P)
B S00°28'38"E 79.94'
C N00°28'38"W 79.94'
D S00°42'35"E 79.95'
E N89°04'46"W 117.76'
N89°04'20"W(P)
F S00°54'02"E 75.00'
S00°18'49"E(D)
G N00°49'37"W 75.00'
N89°46'15"E-2679.65'
1/4 COR. CALC. FROM DENI SURVEY OF PAGE FIELD
SECTION LINE
CHARLIE GREEN LEE CTY FL
95 MAR 25 AM 9:20
LEE COUNTY AIRPORT (PAGE FIELD)
D.B. 143, P. 577
D.B. 146, P. 591
65.0'
Exist. R/W
DANLEY DR.
S89°04'46"E(M)
S89°04'20"E(P)
418.26'(M)
SIXTH ST.
65.0'
Exist. R/W
PARCEL A
PARCEL B
PARCEL C
S89°04'46"E(M)
S89°04'20"E(P)
137.20'(C)
117.43'
231.36'(D)
S00°28'38"E-993.17'(C)
ZEMEL, H.& S.B. & ROMANOFF, FREDA
FORMER S.A.L. R.R. R/W O.R. 990, P. 290-291
113.60'
S00°42'35"E-991.31'(C)
77.6'(C) 78.0'(R)
SEC. 12-45-24
SECTION LINE
S00°47'01"E-2640.17'(C)
S00°47'01"E(C)
S00°11'53"E(D)
990.00'(C), 991.12'(D)
P.O.C. PARCEL C
89.1'(JEI) 90.0'(R)
131.22'
SEC. 07-45-25
S00°49'37"E R/W
S00°54'02"E-989.60'
A.C.L. R.R. CO.
D.B. 71, P. 212
S00°54'02"E R/W
65.0'
N88°49'54"E-2659.58'(C)
1/4 SEC. COR.
SECTION LINE
PAGE PARK SUBD.
P.B. 8, P.92-97
124.20'(P)
124.32'(C)
1/4 SECTION LINE
81.0'
92.0'
44.61'
65.0'
I.D.D. CANAL "A" TEN MILE CANAL
24.29'
78.68'
N68°51'11"E(C)
90.75'(C)
1/4 COR. IN CANAL (NOT FND.)
N88°51'11"E(C)
N89°22'01"E(D)
198.24'(C), 199.33'(D)
N88°51'11"E
107.49'
S88°51'11"W
107.59'
P.O.B. PARCEL C
S88°51'11"W-449.92'(C)
450.00'(P)
Exist. R/W
75.0'
I.R.
0.5'-N
Exist. R/W
METRO PLACE COMMERCIAL CONDO O.R. 1762, P. 11
12.5' DRAINAGE & UTILITY EASEMENT
12.5' DRAINAGE & UTILITY EASEMENT
SEITZ, ALLEN V., JR. O.R. 1736, P. 768
LEE COUNTY O.R. 2545, P. 237
O.R. 1005, P. 79
50.0'
50.0'
METRO PKWY.
Exist. R/W
LEGEND
I.R. Iron Rod
N. & C. Nail & Cap
C.M. Concrete Monument
(C) Calculated Bearing or Distance
(D) Deed Bearing or Distance
(M) Measured Angle or Distance
(P) Plat Bearing or Distance
(JEI) Johnson Engineering Inc.
Dr. Drive
Fnd. Found

INSTR # 6091615
OR BK 04157 Pgs 1955 - 1971; (17pgs)
RECORDED 12/24/2003 03:39:46 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 78.00
DEPUTY CLERK C Keller

INSTR # 5911667
Official Records BK 04009 PG 2361
RECORDED 07/30/2003 11:22:01 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 73.50
MTG DOC 5,950.00
INTANGIBLE 3,400.00
DEPUTY CLERK S Jensen

PREPARED BY AND RETURN TO:
W. Jeffrey Cecil, Esq.
Porter Wright Morris & Arthur LLP
5801 Pelican Bay Blvd., Suite 300
Naples, Florida 34108

Documentary Stamp Tax: $5,950.00
Intangible Tax: $3,400.00
Recording Fees: $ 78.00

i7pgs

This document is being re-recorded to correct a scrievener's error by attaching Exhibit "A" which was inadvertently omitted.

LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

THIS LEASEHOLD MORTGAGE executed this _____ day of July, 2003, by and between **COMMUNITY BANK OF NAPLES, N.A.**, whose address is 5150 Tamiami Trail North, Naples, Florida 34103 (hereinafter referred to as the "Mortgagee"), and **JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002**, 636 15TH Avenue South, Naples, Florida 34102, (hereinafter referred to as the "Mortgagor").

W I T N E S S E T H :

That for divers good and valuable considerations and to secure the payment of an indebtedness in the aggregate sum of **One Million, Seven Hundred Thousand and no/100 Dollars ($1,700,000.00)**, or so much thereof as may be advanced, to be paid in accordance with a note of even date herewith (hereinafter referred to as the "Note"), which note has a maturity date of July ___, 2013, together with interest thereon and any and all sums due or which may become due from the Mortgagor to the Mortgagee, the Mortgagor does grant, bargain, sell, alien, remise, release, convey and confirm unto the Mortgagee, its successors and assigns:

(a) Mortgagor's leasehold estate in and to the real property described in Exhibit A attached hereto (collectively, the "Land") and any after acquired title of the Mortgagor in the real property described on Exhibit A, including the lessor's interest therein and all rights, options and privileges of the Mortgagor as lessee under that certain Ground Lease for Parcel of Land at Page Field dated August 1, 2002, between Lee County Port Authority, a special district and political subdivision of the State of Florida, and Mortgagor to be recorded in the public records of Lee County, Florida, (the "Lease") and any and all security deposits or other property of Mortgagor held by the lessor pursuant to the terms of or in connection with the Lease together with additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the development, ownership or occupancy of such real property, and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise be expressly made subject to the lien of this Security Instrument; (b) all of Mortgagor's leasehold estate in and to the buildings, structures, fixtures, additions, accessions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter erected or located on the Land (the "Improvements"); (c) all of Mortgagor's leasehold estate in and to all easements, rights-of-way or use, rights, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, air rights and development rights, and all estates, rights, titles, interests, privileges, liberties, servitudes, tenements, hereditaments and appurtenances of any nature whatsoever, in any way now or hereafter belonging, relating or pertaining to the Land and the Improvements and the reversion and reversions, remainder and remainders, and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land, to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both at law and in equity, of Mortgagor of, in and to the Land and the Improvements (together, the "Premises") and every part and parcel thereof, with the appurtenances thereto ;

TOGETHER with:

(i) all right, title and interest of Mortgagor in and to all leases or subleases covering the Premises or any portion thereof now or hereafter existing or entered into, and all right, title and interest of Mortgagor thereunder, including, without limitation, all cash or security deposits, advance rentals, and deposits or payments of similar nature;

(ii) all right, title and interest of Mortgagor in and to all options to purchase or lease the Premises or any portion thereof or interest therein, and any greater estate in the Premises owned or hereafter acquired;

(iii) all fixtures, appliances, machinery, equipment, furniture, furnishings and articles of personal property now or hereafter affixed to, placed upon or used in connection with the operation of any of said properties and all gas, steam, electric, water and other heating, cooking, refrigerating, lighting, plumbing, ventilating, irrigating and power systems, machines, appliances, fixtures, and appurtenances which are now or may hereafter pertain to or be used with, in or on said premises, even though they may be detached or detachable and all building improvement and construction materials, supplies and equipment hereafter delivered to said land contemplating installation or use in the constructions thereon and all rights and interests of Mortgagor in building permits and architectural plans and specifications relating to contemplated constructions or improvements on said Premises and all rights and interests of Mortgagor in present or future mortgage loan commitments pertaining to any of said Premises or Improvements thereon (sometimes hereinafter referred to as the "Personal Property");

(iv) all awards and proceeds of condemnation for the Premises or any part thereof to which Mortgagor is entitled for any taking of all or any part of the Premises by condemnation or exercise of the right of eminent domain. All such awards and condemnation proceeds are hereby assigned to Mortgagee and the Mortgagee is hereby authorized, subject to the provisions contained in this Mortgage, to apply such awards and condemnation proceeds or any part thereof, after deducting therefrom any expenses incurred by the Mortgagee in the collection or handling thereof, toward the payment, in full or in part, of the Note secured by this Mortgage, notwithstanding the fact that the amount owing thereon may not then be due and payable; and

(v) all rents, issues and profits of the Premises and all the estate, right, title and interest of every nature whatsoever of the Mortgagor in and to the same.

(vi) all accounts (including contract rights) and general intangibles pertaining to or arising from or in connection with all or any part of the Mortgaged Property, as hereinafter defined, including without limitation all proceeds and choses in action arising under any insurance policies maintained with respect to all or any part of the Mortgaged Property and,

(vii) all proceeds, products, replacements, additions, substitutions, renewals and accessions of any of the foregoing items.

(viii) all such items set forth in the UCC-1 Financing Statement executed simultaneously with this Agreement.

All of the foregoing real and personal property, and all rights, privileges and franchises are collectively referred to as the "Mortgaged Property."

TO HAVE AND TO HOLD all and singular the Mortgaged Property hereby conveyed, and the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof and also all the estate, right, title, interest, property, possession, claim and demand whatsoever as well in law as in equity of the said Mortgagor in and to the same and every part and parcel thereof unto the said Mortgagee.

PROVIDED ALWAYS that if the Mortgagor shall pay to the Mortgagee any and all indebtedness due by Mortgagor to Mortgagee (including the indebtedness evidenced by the Note and any and all renewals of the same) and shall perform, comply with and abide by each and every stipulation, agreement, condition, and covenant of the Note and of this Mortgage deed, then this Mortgage deed and the estate hereby created shall cease and be null and void. Provided, it is further covenanted and agreed by the parties hereto that this Mortgage also secures the payment of and includes all future or further advances as hereinafter set forth to the same extent as if such advances were made on the date of the execution of this Mortgage, and any disbursements made for the payment of tax, levies or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined.

To protect the security of this Mortgage, the Mortgagor further covenants, warrants and agrees with the Mortgagee as follows:

LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

ARTICLE I
COVENANTS AND AGREEMENTS OF MORTGAGOR

1.01 **Payment of Secured Obligations.** Mortgagor shall pay when due the principal of, and the interest on, the indebtedness evidenced by the Note, and the charges, fees and the principal of, and interest on, any future advances secured by this Mortgage and shall otherwise comply with all the terms of the Note and this Mortgage dated as of July ____, 2003 between Mortgagor and Mortgagee.

1.02 **Warranties and Representations.** Mortgagor hereby covenants with Mortgagee that Mortgagor owns and possesses the Mortgaged Property; that the Mortgagor has full power and lawful right to convey the same as aforesaid; that it shall be lawful for said Mortgagee at all times peaceably and quietly to enter upon, hold, occupy and enjoy said Mortgaged Property and every part thereof; that said Mortgagor will make such further assurances to perfect the lien interest in said Premises in Mortgagee, as may reasonably be required; and that Mortgagor does hereby fully warrant the title to the Mortgaged Property and every part thereof and will defend the same against the lawful claims of all persons whomsoever.

Mortgagor further represents and warrants to Mortgagee that all information, reports, paper, and data given to Mortgagee with respect to Mortgagor, and to the loan evidenced by the Note and Mortgage are accurate and correct in all material respects and complete insofar as may be necessary to give Mortgagee a true and accurate knowledge of the subject matter.

1.02-A. **Prohibited Encumbrances:** Mortgagor agrees not to create, assume, or permit to exist any mortgage, security deed, pledge, lien, charge or other encumbrance on any of its assets, whether now owned or here after acquired, other than: (i) security interests required by this Mortgage; (ii) liens for taxes contested in good faith; or (iii) liens permitted in writing by Mortgagee.

1.03 **Ground Leases, Lease, Subleases and Easements.** Mortgagor, at Mortgagor's sole cost and expense, shall maintain or cause to be performed all of the covenants, agreements, terms, conditions and provisions on its part to be kept, observed and performed under any ground lease, lease, sublease or easements which may constitute a portion of or an interest in the Premises, shall require its tenants or subtenants to keep, observe and perform all of the covenants, agreements, terms, conditions and provisions on their part to be kept, observed or performed under any and all ground leases, leases, subleases or easements; and shall not suffer or permit any breach or default to occur with respect to the foregoing; and in default thereof the Mortgagee shall have the right to perform or to require performance of any such covenants, agreements, terms, conditions or provisions of any such ground lease, lease, sublease or easements and to add any expense incurred in connection therewith to the debt secured hereby, which such expense shall bear interest from the date of payment to the date of recovery by the Mortgagee at the Default Rate as hereinafter defined. Any such payment by the Mortgagee with interest thereon shall be immediately due and payable. The Mortgagor shall not, without the consent of the Mortgagee, consent to the modification, amendment, cancellation, termination or surrender of any such ground lease, lease, sublease, or easement.

No release or forbearance of any of Mortgagor's obligations under any such ground lease, lease, sublease, or easement shall release Mortgagor from any of its obligations under this Mortgage.

1.04 **Required Insurance.** Mortgagor will, at Mortgagor's sole cost and expense, maintain or cause to be maintained with respect to the Mortgaged Property, and each part thereof, the following insurance:

(a) Insurance against loss or damage to the Improvements by fire and any of the risks covered by insurance of the type now known as "fire and extended coverage," in an amount not less than the original amount of the Note or the full replacement cost of the Improvements; and

(b) Such other insurance, and in such amounts, as may from time to time be required by Mortgagee against the same or other hazards.

All policies of insurance required by the terms of this Mortgage shall contain an endorsement or agreement by the insurer that any loss shall be payable in accordance with the terms of such policy notwithstanding any act or negligence of Mortgagor which might otherwise result in forfeiture of said insurance and the further agreement of the insurer waiving all rights of set off, counterclaim or deductions against Mortgagor.

Mortgagor may effect for its own account any insurance not required under this Section 1.04, but any such insurance effected by Mortgagor on the Premises, whether or not so required, shall be for the mutual benefit of Mortgagor and Mortgagee and shall be subject to the other provisions of this Mortgage.

1.05 **Delivery of Policies, Payment of Premiums.** All policies of insurance shall be issued by companies and in amounts in each company satisfactory to Mortgagee. All policies of insurance shall have attached thereto a Mortgagee's loss payment endorsement for the benefit of Mortgagee in form satisfactory to Mortgagee. Mortgagor shall furnish Mortgagee with an original policy of all policies of required insurance. If Mortgagee consents to Mortgagor providing any of the required insurance through blanket policies carried by Mortgagor and covering more than one location, then Mortgagor shall furnish Mortgagee with a certificate of insurance for each such policy setting forth the coverage, the limits of liability, the name of the carrier, the policy number, and the expiration date. At least thirty (30) days prior to the expiration of each such policy, Mortgagor shall furnish Mortgagee with evidence satisfactory to Mortgagee of the payment of premium and the reissuance of a policy continuing insurance in force as required by this Mortgage. All such policies shall contain a provision that such policies will not be canceled or materially amended, which term shall include any reduction in the scope or limits of coverage, without at least thirty (30) days prior written notice to Mortgagee. In the event Mortgagor fails to provide, maintain, keep in force or deliver and furnish to Mortgagee the policies of insurance required by this Section, Mortgagee may procure such insurance or single-interest insurance for such risks covering Mortgagee's interest, and Mortgagor will pay all premiums thereon promptly upon demand by Mortgagee, and until such payment is made by Mortgagor the amount of all such premiums together with interest thereon at the rate of interest after maturity or default provided in the Note or the maximum rate permitted by Florida law, whichever is the less (the "Default Rate").

1.06 **Insurance Proceeds.** After the happening of any casualty to the Mortgaged Property or any part thereof, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) In the event of any damage to or destruction of the Mortgaged Property, Mortgagee shall have the option in its sole discretion of applying or paying all or part of the insurance proceeds (i) to any indebtedness secured hereby and in such order as Mortgagee may determine, or (ii) to the restoration of the Improvements, or (iii) to Mortgagor.

(b) In the event of such loss or damage, all proceeds of insurance shall be payable to Mortgagee, and Mortgagor hereby authorizes and directs any affected insurance company to make payment of such proceeds directly to Mortgagee. Mortgagee is hereby authorized and empowered by Mortgagor to settle, adjust or compromise any claims for loss, damage or destruction under any policy or policies of insurance.

(c) Except to the extent that insurance proceeds are received by Mortgagee and applied to the indebtedness secured hereby, nothing herein contained shall be deemed to excuse Mortgagor from repairing or maintaining the Mortgaged Property as provided in this Mortgage or restoring all damage or destruction to the Mortgaged Property, regardless of whether or not there are insurance proceeds available or whether any such proceeds are sufficient in amount, and the application or release by Mortgagee of any insurance proceeds shall not cure or waive any default or notice of default under this Mortgage or invalidate any act done pursuant to such notice.

1.07 **Assignment of Policies Upon Foreclosure.** In the event of foreclosure of this Mortgage or other transfer of title or assignment of the Mortgaged Property in extinguishment, in whole or in part, of the debt secured hereby, all right, title and interest of the Mortgagor in and to all policies of insurance required by this Section shall inure to the benefit of and pass to the successor in interest to Mortgagor or the purchaser or grantee of the Mortgaged Property. Mortgagor hereby appoints Mortgagee its attorney-in-fact to endorse any checks, drafts or other instruments representing any proceeds of such insurance, whether payable by reason of loss thereunder or otherwise.

1.08 **Taxes, Utilities and Impositions.** Mortgagor will pay, or cause to be paid and discharged, on or before the last day on which they may be paid without penalty or interest, all such duties, taxes, sewer rents, charges for water, or for setting or repairing of meters, and all other utilities on the Mortgaged Property or any part thereof, and any assessments and payments, usual or unusual, extraordinary or ordinary, which shall be imposed upon or become due and payable or become a lien upon the Premises or any part thereof and the sidewalks or streets in front thereof and any vaults therein by virtue of any present or future law of the United States or of the State, County, or City wherein the Premises are located (all of the foregoing being herein collectively called "Impositions"). In default of any such payment of any Imposition, Mortgagee may pay the same and the amount so paid by Mortgagee shall, at the Mortgagee's option, become immediately due and payable with interest at the Default Rate and shall be deemed part of the indebtedness secured by this Mortgage. Mortgagor shall not be deemed in default with regard to the payment of

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 3:34 PM Landmark Web Official Records Search

any Imposition if Mortgagor reimburses Mortgagee for the payment of such Imposition within ten (10) days of Mortgagee's written notice to Mortgagor.

If at any time there shall be assessed or imposed (i) a tax or assessment on the Premises in lieu of or in addition to the Impositions payable by Mortgagor pursuant to this Section or (ii) a license fee, tax or assessment imposed on Mortgagee and measured by or based in whole or in part upon the amount of the outstanding obligations secured hereby, then all such taxes, assessments or fees shall be deemed to be included within the term "Impositions" as defined in this Section, and Mortgagor shall pay and discharge the same as herein provided with respect to the payment of Impositions or, at the option of Mortgagee, all obligations secured hereby, together with all accrued interest thereon, shall immediately become due and payable. Anything to the contrary herein notwithstanding, Mortgagor shall have no obligation to pay any franchise, estate, inheritance, income, excess profits or similar tax levied on Mortgagee or on the obligations secured hereby.

Mortgagor will pay all mortgage recording taxes and fees payable with respect to this Mortgage or other mortgage or transfer taxes due on account of this Mortgage or the Note secured hereby.

Mortgagor will exhibit to Mortgagee the original receipts or other reasonably satisfactory proof of the payment of all Impositions which may affect the Mortgaged Property or any part thereof or the lien of the Mortgage promptly following the last date on which each such Imposition is payable hereunder.

Notwithstanding the foregoing, Mortgagor shall have the right, after prior written notice to Mortgagee, to contest at its own expense the amount and validity of any Imposition affecting the Mortgaged Property by appropriate proceedings conducted in good faith and with due diligence and to postpone or defer payment thereof, if and so long as:

(a) Such proceedings shall operate to suspend the collection of such Imposition from Mortgagor or the Mortgaged Property; or

(b) Neither the Mortgaged Property nor any part thereof would be in immediate danger of being forfeited or lost by reason of such proceedings, postponement or deferment; and

(c) In the case of any Imposition affecting the Mortgaged Property which might be or become a lien, encumbrance or charge upon or result in any forfeiture or loss of the Mortgaged Property or any part thereof, or which might result in loss or damage to Mortgagor or Mortgagee, Mortgagor, prior to the date such Imposition would become delinquent, shall have furnished Mortgagee with security satisfactory to Mortgagee, and, in the event that such security is furnished, Mortgagee shall not have the right during the period of the contest to pay, remove or discharge the Imposition.

1.09 **Maintenance, Repairs, Alterations.** Mortgagor will keep the Mortgaged Property, or cause the same to be kept, in good condition and repair and fully protected from the elements to the satisfaction of Mortgagee; Mortgagor shall not commit or permit to be committed waste thereon and shall not do or permit to be done any act by which the Mortgaged Property shall become less valuable; Mortgagor will not remove, demolish or structurally alter any of the Improvements (except such alterations as may be required by laws, ordinances or regulations) without the prior written permission of the Mortgagee; Mortgagor shall complete promptly and in good and workmanlike manner any building or other improvement which may be constructed on the Premises and promptly restore in like manner any Improvements which may be damaged or destroyed thereon and will pay when due all claims for labor performed and materials furnished therefore; Mortgagor shall use and operate, and shall require its lessees or licensees to use or operate, the Mortgaged Property in compliance with all applicable laws, ordinances, regulations, covenants, conditions and restrictions, and with all applicable requirements of any ground lease, lease or sublease now or hereafter affecting the Premises or any part thereof. Unless required by law or unless Mortgagee has otherwise agreed in writing, Mortgagor shall not allow changes in the stated use of Mortgaged Property from that which was disclosed to Mortgagee at the time of execution hereof. Mortgagor shall not initiate or acquiesce to a zoning change of the Mortgaged Property without the prior notice to and consent of Mortgagee. Mortgagee and its representatives shall have access to the Premises at all reasonable times to determine whether Mortgagor is complying with its obligations under this Mortgage, including, but not limited to, those set out in this Section.

1.10 **Eminent Domain.** Should the Mortgaged Property, or any part thereof or interest therein, be taken or damaged by reason of any public use or improvement or condemnation proceeding, or in any other manner ("Condemnation"); or should Mortgagor receive any notice or other information regarding such Condemnation, Mortgagor shall give prompt written notice thereof to Mortgagee.

(a) Mortgagee shall be entitled to all compensation, awards and other payments or relief granted in connection with such Condemnation, and shall be entitled, at its option, to commence, appear in and prosecute in its own name any action or proceedings relating thereto. Mortgagee shall also be entitled to make any compromise or settlement in connection with such taking or damage. All such compensation, awards, damages, rights of action and proceeds awarded to Mortgagor (the "Proceeds") are hereby assigned to Mortgagee and Mortgagor agrees to execute such further assignments of the Proceeds as Mortgagee may require.

(b) In the event any portion of the Mortgaged Property is so taken or damaged, Mortgagee shall have the option in its sole and absolute discretion, to apply all such Proceeds, after deducting therefrom all costs and expenses (regardless of the particular nature thereof and whether incurred with or without suit), including attorneys' fees, incurred by it in connection with such Proceeds, upon any indebtedness secured hereby, or to apply all such Proceeds, after such deductions, to the restoration of the Mortgaged Property upon such conditions as Mortgagee may determine. Such application or release shall not cure or waive any default or notice of default hereunder or invalidate any act done pursuant to such notice.

(c) Any amounts received by Mortgagee hereunder (after payment of any costs in connection with obtaining same), shall, if retained by Mortgagee, be applied in payment of any accrued interest and then in reduction of the then outstanding principal sum of the Note, not withstanding that the same may not then be due and payable. An amount so applied to principal shall be applied to the payment of installments of principal on the Note in inverse order of their due dates.

1.11 **Actions by Mortgagee to Preserve the Security of this Mortgage.** If the mortgagor fails to make any payment or to do any act as and in the manner provided for in this Mortgage or the Note, the Mortgagee, in its own discretion, without obligation so to do and without notice to or demand upon Mortgagor and without releasing Mortgagor from any obligation, may make or do the same in such manner and to such extent as the Mortgagee may deem necessary to protect the security hereof. Mortgagor will pay upon demand all expenses incurred or paid by Mortgagee (including, but not limited to, attorneys' fees and court costs including those of appellate and bankruptcy proceedings) on account of the exercise of any of the aforesaid rights or privileges or on account of any litigation which may arise in connection with this Mortgage or the Note or on account of any attempt, without litigation, to enforce the terms of this Mortgage or said Note. In case the Mortgaged Property or any part thereof shall be advertised for foreclosure sale and not sold, Mortgagor shall pay all costs in connection therewith.

In the event that the Mortgagee is called upon to pay any sums of money to protect this Mortgage and the note secured hereby as aforesaid, all monies advanced or due hereunder shall become immediately due and payable, together with interest at the Default Rate, computed from the date of such advance to the date of the actual receipt of payment thereof by Mortgagee.

1.12 **Cost of Collection.** In the event this Mortgage is placed in the hands of an attorney for the collection of any sum payable hereunder, the Mortgagor agrees to pay all costs of collection, including reasonable attorney's fees, incurred by the Mortgagee, either with or without the institution of any action or proceeding, and in addition to all costs, disbursements and allowances provided by law. All such costs so incurred shall be deemed to be secured by this Mortgage.

1.13 **Survival of Warranties.** All representations, warranties and covenants of Mortgagor contained herein or incorporated by referenced shall survive funding of the loan evidenced by the Note and shall remain continuing obligations, warranties and representations of Mortgagor during any time when any portion of the obligations secured by Mortgage remain outstanding.

1.14 **Additional Security.** In the event Mortgagee at any time holds additional security for any of the obligations secured hereby, it may enforce the sale thereof or otherwise realize upon the same, as its option, either before or concurrently herewith or after a sale is made hereunder.

1.15 **Inspections.** Mortgagee, or its agents, representatives or workmen, are authorized to enter at any reasonable time upon or in any part of the Premises for the purpose of inspecting the same, and for the purpose of performing any of the acts it is authorized to perform under the terms of this Mortgage.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 3:34 PM Landmark Web Official Records Search

1.16 **Liens.** Mortgagor shall pay and promptly discharge, at Mortgagor's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property or any part thereof or interest therein. Mortgagor shall have the right to contest in good faith the validity of any such lien, encumbrance or charge, provided Mortgagor shall first deposit with Mortgagee a bond or other security satisfactory to Mortgagee in such amounts as Mortgagee shall reasonably require, and provided further that Mortgagor shall thereafter diligently proceed to cause such lien, encumbrance or charge to be removed and discharged. If Mortgagor shall fail to discharge any such lien, encumbrance or charge, then, after 30 days written notice to Mortgagor of Mortgagor's failure to do so,in addition to any other right or remedy of Mortgagee, Mortgagee may, but shall not be obligated to, discharge the same, either by paying the amount claimed to be due, or by procuring the discharge of such lien by depositing in court a bond for the amount claimed or otherwise giving security for such claim, or in such manner as is or may be prescribed by law. Any amount so paid by the Mortgagee shall, at Mortgagee's option, become immediately due and payable with interest at the Default Rate, and shall be deemed part of the indebtedness secured by this Mortgage.

1.17 **Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Mortgagee, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance so secured at one time shall not exceed Eight Million and No/100 Dollars ($8,000,000.00), plus interest thereon, and any disbursements made for the payment of taxes, levies, or insurance on the Mortgaged Property, with interest on such disbursements at the Default Rate as hereinafter defined. Nothing contained herein shall be construed to require Mortgagee to make any such future advances whatsoever.

1.18 **No Limitation of Future Advance Rights.** Mortgagor covenants and agrees with Mortgagee that:

(a) Mortgagor waives and agrees not to assert any right to limit future advances under this Mortgage, and any such attempted limitation shall be null, void and of no force and effect. Any correspondence by Mortgagor regarding the future advances must be sent to both Mortgagee at the address set forth above and to Mortgagee's counsel: W. JEFFREY CECIL, ESQUIRE, Porter, Wright, Morris & Arthur, 5801 Pelican Bay Boulevard, Suite 300, Naples, Florida 34108.

(b) An event of default under the Mortgage shall automatically exist (i) if Mortgagor executes any instrument which purports to have or would have the effect of impairing the priority of or limiting any future advance which might ever be made under the Mortgage or (ii) if Mortgagor takes, suffers, or permits any action or occurrence which would adversely affect the priority of any future advance which might ever be made under the Mortgage.

1.19 **Appraisals.** Mortgagor covenants and agrees that Mortgagee may obtain an appraisal of the Mortgaged Property when required by the regulations of the Federal Reserve Board or the Office of the Comptroller of the Currency or at such other times as the Mortgagee may reasonably require. Such appraisals shall be performed by an independent third party appraiser selected by the Mortgagee. The cost of such appraisal shall be borne by the Mortgagor. If requested by Mortgagee, the Mortgagor shall execute an engagement letter addressed to the appraiser selected by the Mortgagee. Mortgagor's failure or refusal to sign such an engagement letter however shall not impair Mortgagee's right to obtain such an appraisal. Mortgagor agrees to pay the cost of such appraisal within ten (10) days after receiving an invoice for such appraisal.

ARTICLE II
ASSIGNMENT OF LEASES, SUBLEASES, FRANCHISES, RENTS, ISSUES AND PROFITS

2.01 **Assignment of Rents.** Mortgagor hereby assigns and transfers to Mortgagee all the leases, subleases, franchises, rents, issues and profits of the Mortgaged Property, and hereby gives to and confers upon Mortgagee the right, power and authority to collect such rents, issues and profits as herein set forth. Mortgagor irrevocably appoints Mortgagee its true and lawful attorney-in-fact, at the option of Mortgagee, immediately and without further legal action being necessary, to demand, receive and enforce payment, to give receipts, releases and satisfactions, and to sue, in the name of Mortgagor or Mortgagee, for all such rents, issues and profits and apply the same to the indebtedness secured hereby; provided, however, that Mortgagor shall have the right to collect such rents, issues and profits (but not more than one month in advance) prior to or at any time there is not an event of default under this Mortgage.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 3:34 PM Landmark Web Official Records Search

2.02 **Collection Upon Default.** Upon any event of default under this Mortgage, and after the applicable cure period has elapsed, Mortgagee may, at any time without notice, either in person, by agent or by a receiver appointed by a court, and without regard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of the Mortgaged Property, or any part thereof, in its own name, sue for or otherwise collect such rents, issues and profits, including those past due and unpaid, and apply the same, less costs and expenses of operation and collection, including attorneys' fees, upon any indebtedness secured hereby, and in such order as Mortgagee may determine. The collection of such rents, issues and profits, or the entering upon and taking possession of the Mortgaged Property, or the application thereof as aforesaid, shall not cure or waive any default or notice of default hereunder or invalidate any act done in response to such default or pursuant to such notice of default.

2.03 **Restriction on Further Assignments, etc.** Except as hereinafter specifically provided, Mortgagor shall not, without the prior written consent of the Mortgagee, assign the rents, issues or profits, or any part thereof, from the Mortgaged Property or any part thereof; and will not consent to the modification, cancellation or surrender of any lease or sublease covering the Mortgaged Property. An action of Mortgagor in violation of the terms of this Section shall be void as against Mortgagee in addition to being a default under this Mortgage.

The Mortgagor shall not, without the consent of the Mortgagee, consent to the cancellation or surrender of, or accept prepayment of rents, issues or profits, other than rent paid at the signing of a lease or sublease, under any lease or sublease now or hereafter covering the Mortgaged Property or any part thereof, nor modify any such lease or sublease so as to shorten the term, decrease the rent, accelerate the payment of rent, or change the terms of any renewal option; and any such purported assignment, cancellation, surrender, prepayment or modification made without the written consent of the Mortgagee shall be void as against the Mortgagee. The Mortgagor shall, upon demand of the Mortgagee, enter into an agreement with the Mortgagee with respect to the provisions contained in the preceding provision regarding any lease or sublease covering said Mortgaged Property or any part thereof, and the Mortgagor hereby appoints the Mortgagee attorney-in-fact of the Mortgagor to execute and deliver any such agreement on behalf of the Mortgagor and deliver written notice thereof to the tenant to whose lease such agreement relates.

The Mortgagor agrees to furnish to the Mortgagee a copy of any modification of any lease presently in effect and copies of all future leases affecting the Mortgaged Property covered by this Mortgage, and failure to furnish to the Mortgagee a copy of any modification of a lease or a copy of any future lease affecting said Mortgaged Property, shall be deemed a default under this Mortgage and the Note, for which the holder of this Mortgage may, at its option, declare the entire unpaid balance of the subject Mortgage and Note to be immediately due and payable.

All leases or subleases hereafter entered into by Mortgagor with respect to the Mortgaged Property or any part thereof, shall be subordinate to the lien of this Mortgage unless expressly made superior to this Mortgage in the manner hereinafter provided. At any time or times Mortgagee may execute and record in the office of the County Clerk of the County where the premises are situated, a Notice of Subordination reciting that the lease or leases therein described shall be superior to the lien of this Mortgage. From and after the recordation of such Notice of Subordination, the lease or leases therein described shall be superior to the lien of this Mortgage and shall not be extinguished by any foreclosure sale hereunder.

ARTICLE III
ENVIRONMENTAL CONDITION OF PREMISES

3.01 **Environmental Condition of Property.** Mortgagor hereby warrants and represents to Mortgagee that to the best of Mortgagor's knowledge:

(a) the premises are now and at all times hereafter will continue to be in full compliance with all Federal, State and local environmental laws and regulations, including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), Public Law No. 96-510, 94 Stat. 2767, and the Superfund Amendments and Reauthorization Act of 1986 (SARA), Public law No. 99-499, 100 Stat. 1613, and

(b) (i) as of the date hereof there are no hazardous materials, substances, waste or other environmentally regulated substances (including without limitation, any materials containing asbestos) located on, in or under the Premises, or used in connection therewith, or (ii) Mortgagor has fully disclosed to Mortgagee in writing the existence, extent and nature of any such hazardous material, substance, waste or other environmentally regulated substance, currently present or

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 3:34 PM Landmark Web Official Records Search

which Mortgagor is legally authorized and empowered to maintain on, in or under the Premises or use in connection therewith. Mortgagor has obtained and will maintain all licenses permits and approvals required with respect thereto, and is and will remain in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals. Mortgagor further warrants and represents that it will promptly notify Mortgagee of any change in the environmental condition of the Premises or in the nature or extent of any hazardous materials, substances or wastes maintained on, in or under the Premises or used in connection therewith, and will transmit to Mortgagee copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, waste or other environmentally regulated substance affecting the Premises.

Mortgagor hereby indemnifies and holds harmless Mortgagee from and against any and all damages, penalties, fines, claims, suits, liabilities, costs, judgments and expenses (including attorneys', consultant's or expert's fees) of every kind and nature incurred, suffered by or asserted against Mortgagee as a direct or indirect result of:

(a) any warranty or representation made by Mortgagor in this paragraph being or becoming false or untrue in any material respect or

(b) any requirement under the law, regulation or ordinance, local, state, or federal, regarding the removal or elimination of any hazardous materials, substances, waste or other environmentally regulated substances.

Mortgagor's obligations hereunder shall not be limited to any extent by the term of the Note, and, as to any act or occurrence prior to payment in full and satisfaction of said Note which gives rise to liability hereunder, shall continue, survive and remain in full force and effect notwithstanding foreclosure of this Mortgage, where Mortgagee is the purchaser at the foreclosure sale, or delivery of a deed in lieu of foreclosure to Mortgagee.

ARTICLE IV
SECURITY AGREEMENT

4.01 **Creation of Security Interest.** Mortgagor hereby grants to Mortgagee a security interest in any and all personal property included within the Mortgaged Property (herein the "Personal Property") located on or at the Premises, including without limitation any and all property of similar type or kind hereafter located on or at the Premises for the purpose of securing all obligations of Mortgagor set forth in this Mortgage. This instrument is a self-operative security agreement with respect to the above described property, but Mortgagor agrees to execute and deliver on demand such other security agreements, financing statements and other instruments as Mortgagee may request.

4.02 **Warranties, Representations and Covenants of Mortgagor.** Mortgagor hereby warrants, represents and covenants as follows:

(a) Except for the security interest granted hereby, Mortgagor is, and as to portions of the Personal Property to be acquired after the date hereof will be, the sole owner of the Personal Property, free from any adverse lien, security interest, encumbrance or adverse claims thereon of any kind whatsoever. Mortgagor will notify Mortgagee of, and will defend the Personal Property against, all claims and demands of all persons at any time claiming the same or any interest therein.

(b) Mortgagor will not lease, sell, convey or in any manner transfer the Personal Property without the prior written consent of Mortgagee.

(c) The Personal Property is not and will not be used or bought for personal, family or household purposes.

(d) The Personal Property will be kept on or at the Premises and Mortgagor will not remove the Personal Property from the Premises without the prior written consent of Mortgagee, except such portions or items of Personal Property which are consumed or worn out in ordinary usage, all of which shall be promptly replaced by Mortgagor.

(e) Mortgagor maintains a place of business in the State of Florida and Mortgagor will immediately notify Mortgagee in writing of any change in its place of business as set forth in the beginning of this Mortgage.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 3:34 PM Landmark Web Official Records Search

(f) At the request of Mortgagee, Mortgagor will join Mortgagee in executing one or more financing statements and renewals and amendments thereof pursuant to the Uniform Commercial Code of Florida in form satisfactory to Mortgagee, and will pay the cost of filing the same in all public offices wherever filing is deemed by Mortgagee to be necessary or desirable.

(g) All covenants and obligations of Mortgagor contained herein relating to the Mortgaged Property shall be deemed to apply to the Personal Property whether or not expressly referred to herein.

(h) This Mortgage constitutes a security Agreement as that term is used in the Uniform Commercial Code of Florida.

ARTICLE V
REMEDIES UPON DEFAULT

5.01 **Events of Default.** Any one or more of the following shall constitute a default under this Mortgage and the Note hereby secured:

(a) Failure of Mortgagor to make one or more payments required by said Note on the due date thereof.

(b) Failure of Mortgagor to pay the amount of any costs, expenses or fees (including counsel fees) of the Mortgagee, with interest thereon, as required by any provision of this Mortgage.

(c) Failure to exhibit to the Mortgagee, within ten (10) days after demand, receipts showing payment of real estate taxes and assessments.

(d) Except as hereinbefore permitted, the actual or threatened alteration, demolition or removal of any building on the Premises without written consent of the Mortgagee.

(e) Failure to maintain the Improvements on the Premises as herein required, free of any liens placed or threatened during the term hereof.

(f) Failure to comply with any requirements or order or notice of violation of law or ordinance issued by any governmental department claiming jurisdiction over the Mortgaged Property within three (3) months from the issuance thereof, or before any such violation becomes a lien against the Mortgaged Property, whichever first occurs.

(g) Failure of Mortgagor or others to comply with or perform any other warranty, covenant or agreement contained herein, in the Note, in the Loan Agreement, Commitment Letter or in any other document executed by Mortgagor in conjunction with this transaction, of even date herewith.

(h) Any breach of any covenant or warranty or material untruth of any representation of Mortgagor contained in this Mortgage, or the Note or any guaranty executed in conjunction herewith.

(i) The institution of any bankruptcy, reorganization or insolvency proceedings against the then owner or Mortgagor in possession of the Mortgaged Property or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the then owner or Mortgagor in possession of the Mortgaged Property and a failure to have such proceedings dismissed or such appointment vacated within a period of sixty (60) days.

(j) The institution of any voluntary bankruptcy, reorganization or insolvency proceedings by the then owner or Mortgagor in possession of the Mortgaged Property, or any guarantor, or the appointment of a receiver or a similar official with respect to all or a substantial part of the properties of the then owner or Mortgagor in possession of the Mortgaged Property at the instance of the then owner or Mortgagor in possession of the Mortgaged Property.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

(k) The assertion or making of any levy, seizure, forfeiture action, mechanic's or materialman's lien or attachment on the Mortgaged Property or any part thereof, and such levy, seizure, forfeiture action, mechanic's or materialman's lien is not dismissed, discharged, vacated, or bonded off within 30 days after commencement of such proceeding or recordation of such lien.

(l) If default shall occur in any loan or lease now or hereafter in existence between Mortgagee and Mortgagor or any Mortgagor which the Mortgagor or any Guarantor has any interest whatsoever, and conversely, the occurrence of an Event of Default hereunder shall also constitute a default under any such other loan or lease.

(m) Failure of Mortgagor to observe or perform any term, covenant, condition or agreement in the Lease beyond any cure period contained therein, or if the Lease shall be cancelled or terminated for any reason

(n) The occurrence of any Event of Default under the Note, or any loan agreement or guaranty, whether or not such event is specifically set forth herein.

5.02 **Default Rate.** The Default Rate shall be the highest rate allowable by law at the time of default, provided, however, that at no time shall any interest or charges in the nature of interest be taken, exacted, received or collected which would exceed the maximum rate permitted by law.

5.03 **Acceleration Upon Default, Additional Remedies.** In the event that one or more defaults as above provided shall occur, and, in the event of monetary defaults, if such default is not cured within 15 days after written notice of same from Mortgagee to Mortgagor, or, in the event of non-monetary defaults, if such default is not cured within 30 days after written notice of same from Mortgagee to Mortgagor, the remedies available to Mortgagee shall include, but not necessarily be limited to, any one or more of the following:

(a) Mortgagee may declare the entire unpaid balance of the Note immediately due and payable without notice.

(b) Mortgagee may take immediate possession of the Mortgaged Property or any part thereof (which Mortgagor agrees to surrender to Mortgagee) and manage, control or lease the same to such person or persons and at such rental as it may deem proper and collect all the rents, issues and profits therefrom, including those past due as well as those thereafter accruing, with the right in the Mortgagee to cancel any lease or sublease for any cause which would entitle Mortgagor to cancel the same; to make such expenditures for maintenance, repairs and costs of operation as it may deem advisable; and after deducting the cost thereof and a commission of five (5%) percent upon the gross amount of rents collected, to apply the residue to the payment of any sums which are unpaid hereunder or under the Note. The taking of possession under this paragraph shall not prevent concurrent or later proceedings for the foreclosure sale of the Mortgaged Property as provided elsewhere herein.

(c) Mortgagee may apply to any court of competent jurisdiction for the appointment of a receiver or similar official to manage and operate the Mortgaged Property, or any part hereof, and to apply the net rents and profits therefrom to the payment of the interest and/or principal of said Note and/or any other obligations of Mortgagor to Mortgagee hereunder. In event of such application, Mortgagor agrees to consent to the appointment of such receiver or similar official and agrees that such receiver or similar official may be appointed without notice to Mortgagor, without regard to the adequacy of any security for the debts and without regard to the solvency of Mortgagor or any other person, firm or corporation who or which may be liable for the payment of the Note or any other obligation of Mortgagor hereunder.

(d) Without declaring the entire unpaid principal balance due, the Mortgagee may foreclose only as to the sum past due, without injury to this mortgage or the displacement or impairment of the remainder of the lien thereof, and at such foreclosure sale the property shall be sold subject to all remaining items of indebtedness; and Mortgagee may again foreclose, in the same manner, as often as there may be any sum past due.

(e) The Mortgagor shall duly, promptly and fully perform each and every term and provision of any Construction or other Loan Agreement which has been executed and delivered by the parties hereto simultaneously with the execution and delivery hereof, the terms of which Construction or other Loan Agreement are incorporated herein by

reference. The lien of this Mortgage secures the payment of all sums payable to Mortgagee and the performance of all covenants and agreements of Mortgagor under the terms of any Construction or other Loan Agreement.

5.04 **Additional Provision.** Mortgagor expressly agrees, on behalf of itself, its successors and assigns and any future owner of the Mortgaged Property, or any part thereof or interest therein, as follows:

(a) All remedies available to Mortgagee with respect to this Mortgage shall be cumulative and may be pursued concurrently or successively. No delay by Mortgagee in exercising any such remedy shall operate as a waiver thereof or preclude the exercise thereof during the continuance of that or any subsequent default.

(b) The obtaining of a judgment or decree on the Note, whether in the State of Florida or elsewhere, shall not in any manner affect the lien of this Mortgage upon the Mortgaged Property covered hereby, and any judgment or decree so obtained shall be secured to the same extent as said Note is now secured.

(c) In event of any foreclosure sale hereunder, all net proceeds shall be available for application to the indebtedness hereby secured whether or not such proceeds may exceed the value of the Mortgaged Property for recordation tax, mortgage tax, insurance or other purposes.

(d) The only limitation upon the foregoing agreements as to the exercise of Mortgagee's remedies is that there shall be but one full and complete satisfaction of the indebtedness secured hereby.

(e) The Mortgagor shall duly, promptly and fully perform each and every term and provision of that certain Construction Loan Agreement which has been executed and delivered by the parties hereto simultaneously with the execution and delivery hereof (the proceeds of this mortgage indebtedness being for the purpose of financing construction on the mortgaged Property), the terms of which Construction Loan Agreement are incorporated herein by reference. The lien of this mortgage secures the payment of all sums payable to Mortgagee and the performance of all covenants and agreements of Mortgagor under the terms of said Construction Loan Agreement.

5.05 **Remedies Not Exclusive.** Mortgagee shall be entitled to enforce payment and performance of any indebtedness or obligations secured hereby and to exercise all rights and powers under this Mortgage or the Note secured hereby or under any other agreement or any laws now or hereafter in force, notwithstanding some or all of the said indebtedness and obligations secured hereby may now or hereafter be otherwise secured, whether by mortgage, deed of trust, pledge, lien, assignment or otherwise. Neither the acceptance of this Mortgage nor its enforcement shall prejudice or in any manner affect Mortgagee's right to realize upon or enforce any other security now or hereafter held by Mortgagee, it being agreed that Mortgagee shall be entitled to enforce this Mortgage and any other security now or hereafter held by Mortgagee in such order and manner as Mortgagee may in its absolute discretion determine. No remedy herein conferred upon or reserved to Mortgagee is intended to be exclusive of any other remedy herein or by law provided or permitted, but each shall be cumulated and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute. Every power or remedy given to Mortgagee or to which it may be otherwise entitled, may be exercised, concurrently or independently, from time to time and as often as may be deemed expedient by Mortgagee and it may pursue inconsistent remedies.

ARTICLE VI
LEASE PROVISIONS

6.01 **Payment of Ground Rent; Lease Requirements.** Mortgagor will: (i) pay the rent reserved by the Lease as the same becomes due and payable; (ii) promptly perform and observe all of the covenants, agreements, obligations and conditions required to be performed and observed by the Mortgagor under the Lease, and do all things necessary to preserve and keep unimpaired its rights thereunder; (iii) promptly notify Mortgagee in writing of the commencement of a proceeding under the federal bankruptcy laws by or against Mortgagor or the lessor under the Lease; (iv) if any of the indebtedness secured hereby remains unpaid at the time when notice may be given by the Mortgagee under the Lease of the exercise of any right to renew or extend the term of the Lease, promptly give notice to the lessor of the exercise of such right of extension or renewal; (v) in case any proceeds of insurance upon the Property or any part thereof are deposited with any person other than Mortgagee, promptly notify Mortgagee in writing of the name and address of the person with whom such proceeds have been deposited and the amount so deposited; (vi) promptly notify the Mortgagee in writing of the receipt by the Mortgagor of any notice (other than notices customarily sent on a

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 3:34 PM Landmark Web Official Records Search

regular periodic basis) from the lessor under the Lease and of any notice noting or claiming any default by the Mortgagor in the performance or observance of any of the terms, covenants, or conditions on the part of the Mortgagor to be performed or observed under the Lease; (vii) promptly notify the Mortgagee in writing of the receipt by the Mortgagor of any notice from the lessor of any termination of the Lease pursuant to the provisions of the Lease; (viii) promptly cause a copy of each such notice received by the Mortgagor from the lessor under the Lease to be delivered to the Mortgagee, and (ix) promptly notify Mortgagee in writing of any request made by either party to the Lease to the other party thereto for arbitration or appraisal proceedings pursuant to the Lease, and of the institution of any arbitration or appraisal proceedings and promptly deliver to Mortgagee a copy of the determination of the arbitrators or appraisers in each such proceeding.

6.02 **No Surrender, Release, Forebearance.** Mortgagor will not surrender the Lease or Mortgagor's leasehold estate and interest therein, nor terminate or cancel the Lease; and will not, without the prior written consent of Mortgagee modify, change, supplement, alter or amend the Lease, either orally or in writing, and as further security for the repayment of the indebtedness hereby secured and for the performance of the covenants, agreements, obligations and conditions herein and in the Lease contained, Mortgagor hereby assigns to Mortgagee all of its rights, privileges and prerogatives as lessee under the Lease to terminate, cancel, modify, change, supplement, alter or amend the Lease and any such termination, cancellation, modification, change, supplement, alteration or amendment of the Lease, without the prior written consent thereto by Mortgagee, shall be void and of no force and effect. Without limiting the generality of the foregoing, Mortgagor will not reject the Lease pursuant to 11 U.S.C. Section 365(a) or any successor law, or allow the Lease to be deemed rejected by inaction and lapse of time, and will not elect to treat the Lease as terminated by the lessor's rejection of the Lease pursuant to 11 U.S.C. Section 365(h)(1) or any successor law, and as further security for the repayment of the indebtedness secured hereby and for the performance of the covenants, agreements, obligations and conditions herein and in the Lease contained, Mortgagor hereby assigns to Mortgagee all of its rights, privileges and prerogatives of Mortgagor and Mortgagor's bankruptcy trustee to deal with the Lease, which right may arise as a result of the commencement of a proceeding under the federal bankruptcy laws by or against Mortgagor or lessor under the Lease, including, without limitation, the right to assume or reject, or to compel the assumption or rejection of the Lease pursuant to 11 U.S.C. Section 365(a) or any successor law, the right to seek and obtain extensions of time to assume or reject the Lease, the right to elect whether to treat the Lease as terminated by the lessor's rejection of the Lease or to remain in possession of the Property and offset damages pursuant to 11 U.S.C. Section 365(b)(1) or any successor law; and any exercise of such rights, privileges or prerogatives by Mortgagor or Mortgagor's bankruptcy trustee without the prior written consent thereto by Mortgagee shall be void and of no force and effect. No release or forbearance of any of Mortgagor's obligations as lessee under the Lease, whether pursuant to the Lease or otherwise, shall release Mortgagor from any of its obligations under this Security Instrument, including, but not limited to, Mortgagor's obligations with respect to the payment of rent as provided for in the Lease and the observance and performance of all of the covenants, agreements, obligations and conditions contained in the Lease to be observed and performed by the lessee thereunder. Mortgagor hereby expressly grants to Mortgagee, and agrees that Mortgagee shall have, the absolute and immediate right (notwithstanding any cure periods applicable to acceleration of the Note or exercise of remedies provided for herein) to enter in and upon the Property or any part thereof, to such extent and as often as Mortgagee, in its sole discretion, deems necessary or desirable in order to prevent or to cure any such default by Mortgagor. Mortgagee may immediately pay and expend such sums of money (notwithstanding any cure periods applicable to acceleration of the Note or exercise of remedies provided for herein) as Mortgagee, in its sole discretion, deems necessary to prevent or cure any such default by Mortgagor, and Mortgagor hereby agrees to pay to Mortgagee, immediately and without demand, all such sums so paid and expended by Mortgagee, together with interest thereon from the date of each such payment at the Default Rate as specified in the Note. All sums so paid and expended by Mortgagee, and the interest thereon, shall be added to and be secured by the lien of this Security Instrument. Unless Mortgagee shall otherwise expressly consent in writing, the fee title to the real property demised by the Lease and the leasehold estate thereunder shall not merge, but shall always remain separate and distinct, notwithstanding the union of such estates either in the Mortgagor or in a third party by purchase or otherwise.

6.03 **Estoppel Certificate.** The Mortgagor will, within ten (10) days after written demand from the Mortgagee, use its best efforts to obtain from the lessor under the Lease and deliver to the Mortgagee a certificate stating that such lease is in full force and effect, is unmodified, that no notice of termination thereon has been served on the Mortgagor, stating the date to which the net rent has been paid and stating whether or not there are any defaults thereunder and specifying the nature of such defaults, if any.

6.04 **Proof of Payment.** The Mortgagor will furnish to the Mortgagee, upon demand, proof of payment of all items which are required to be paid by the Mortgagor pursuant to the Lease.

ARTICLE VII

MISCELLANEOUS

7.01 **Corporate Existence.** Intentionally Deleted.

7.02 **Statements by Mortgagor.** Mortgagor, within three (3) days after request in person or within ten (10) days after request by mail, will furnish to Mortgagee or any person, firm or corporation designated by Mortgagee, a duly acknowledged written statement setting forth the amount of the debt secured by this Mortgage, and stating either that no offsets or defenses exist against such debt, or, if such offsets or defenses are alleged to exist, full information with respect to such alleged offsets and/or defenses.

7.03 **Successors and Assigns.** The provisions hereof shall be binding upon and shall inure to the benefit of the Mortgagor, it successors and assigns, including without limitation subsequent owners of the Premises or the leasehold estate of the Premises or any part thereof; shall be binding upon and shall inure to the benefit of Mortgagee, its successors and assigns and any future holder of the Note hereby secured, and any successors or assigns of any future holder of the Note. In the event the ownership of the Mortgaged Property or any leasehold estate that may be covered by this Mortgage, becomes vested in a person other than Mortgagor, Mortgagee may, without notice to Mortgagor, deal with such successor or successors in interest with reference to this instrument and the Note in the same manner as with the Mortgagor, and may alter the interest rate and/or alter or extend the terms of payment of the Note without notice to Mortgagor hereunder or under the Note hereby secured or the lien or priority of this Mortgage with respect to any part of the Mortgaged Property covered hereby, but nothing herein contained shall serve to relieve Mortgagor of any liability under the Note or this Mortgage (or any other agreement executed in conjunction herewith) unless Mortgagee shall expressly release Mortgagor in writing. Mortgagor and any transferee or assignee shall be jointly and severally liable for any documentation or intangible taxes as a result of any transfer or assumption.

7.04 **Notices.** All notices, demands and requests given by either party hereto to the other party shall be in writing. All notices, demands and requests by the Mortgagee to the Mortgagor shall be deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, addressed to the Mortgagor at the address as the Mortgagor may from time to time designate by written notice to the Mortgagee, given as herein required. All notices, demands and requests by the Mortgagor to the Mortgagee shall be deemed to have been properly given if sent by United States registered or certified mail, postage prepaid, addressed to the Mortgagee, or to such other address as the Mortgagee may from time to time designate by written notice to the Mortgagor given as herein required. Notices, demands and requests given in the manner aforesaid shall be deemed sufficiently served or given for all purposes hereunder at the time such notice, demand or request shall be deposited in any post office or branch post office regularly maintained by the United States Government.

The Mortgagor shall deliver to the Mortgagee, promptly upon receipt of same, copies of all notices, certificates, documents and instruments received by it which materially affect any part of the Mortgaged Property covered hereby, including, without limitation, notices from any lessee or sublease claiming that the Mortgagor is in default under any terms of any lease or sublease.

7.05 **Modification in Writing.** This agreement may not be changed, terminated or modified orally or in any other manner than by an instrument in writing signed by the party against whom enforcement is sought.

7.06 **Captions.** The captions or headings at the beginning of each Section hereof are for the convenience of the parties and are not a part of this Mortgage.

7.07 **Invalidity of Certain Provisions.** If the lien of this Mortgage is invalid or unenforceable as to any part of the debt, or if the lien is invalid or unenforceable as to any part of the Mortgaged Property, the unsecured portion of the debt shall be completely paid prior to the payments of the secured portion of the debt, and all payments made on the debt, whether voluntary or otherwise, shall be considered to have been first paid on and applied to the full payment of that portion of the debt which is not secured or fully secured by the lien of this Mortgage.

7.08 **Governing Law and Construction of Clauses.** This Mortgage shall be governed and construed by the laws of the State of Florida. No act of the Mortgagee shall be construed as an election to proceed under any one provision of the Mortgage or of the applicable statutes of the State of Florida to the exclusion of any other such provision, anything herein or otherwise to the contrary notwithstanding.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
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7.09 **Transfer.** In the event all or any part of the property encumbered by this Mortgage, or any interest therein, is sold, conveyed, encumbered or otherwise transferred by the Mortgagor, without Mortgagee's prior written consent, or, if Mortgagor is a partnership, any general partner of Mortgagor ceases to be a general partner, or if Mortgagor is a corporation,

(i) any shareholder of Mortgagor owning directly or indirectly 10% or more of the issued and outstanding stock of Mortgagor as of the date hereof transfers, during the term of this Mortgage, any of such stock, or

(ii) any additional stock of Mortgagor is issued after the date hereof.

then, and in the event any of the foregoing events occur, Mortgagee may, in its sole discretion; require a modification of the terms of the loan or loans secured hereby (including without limitation those related to the rate of interest and terms or schedule of repayment) in a manner satisfactory to Mortgagee, and may charge an "assumption fee" or similar fee in consideration of such modification or approval; or accelerate the indebtedness secured hereby and declare the then outstanding balance, with all accrued interest to be immediately due and payable.

7.10 **Books and Records.** Mortgagor shall furnish annually to Mortgagee complete, true and accurate books of accounts and records reflecting the results of the operation of the Mortgaged Property. Mortgagor shall also furnish to Mortgagee within ninety (90) days after the end of each fiscal year of Mortgagor a balance sheet and a statement of income and expenses, both in reasonable detail, prepared in a format acceptable to the Mortgagee, and if any of the Mortgaged Property is rented or leased, a rent schedule of the Mortgaged Property, certified by an accounting officer of Mortgagor, showing the name of each tenant and the space occupied, the lease expiration date and the rent paid.

7.11 **Financial Statements.** If requested by Mortgagee, Mortgagor will within 90 days after the end of each fiscal year, furnish to Mortgagee a complete financial statement including profit and loss and income and expense statements balance sheet and reconciliation of surplus which statement shall, at Mortgagee's option be certified without qualification by audit of the certified public accountant regularly serving the Mortgagor. The cost of such audit shall be paid by Mortgagor.

7.12 **Other Indebtedness Secured.** This Mortgage is also given as security for any and all other sums, indebtedness, obligations and liabilities of any and every kind now or hereafter during the term hereof owing and to become due from Mortgagor to Mortgagee, however created, incurred, evidenced, acquired or arising, whether under the Note or this Mortgage, or any other instrument, obligation, contract, agreement or dealing of any and every kind now or hereafter existing or entered into between Mortgagor and Mortgagee, or otherwise, as amended, modified or supplemented from time to time, and whether direct, indirect, primary, secondary, fixed or contingent, and any and all renewals, modifications or extensions of any or all of the foregoing.

Waiver of Jury Trial. **MORTGAGOR HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT HE MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON THIS MORTGAGE, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE OR ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONNECTION WITH THIS MORTGAGE, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY WITH RESPECT HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE MORTGAGEE'S ACCEPTING THIS MORTGAGE FORM MORTGAGOR.**

LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS

IN WITNESS WHEREOF, Mortgagor has hereunto set its hand and seal on the day and year first written above.

Signed, sealed and delivered
in the presence of:

Signature of Witness No. 1

Printed Name of Witness No. 1

Signature of Witness No. 2

PATRICK JAMES HARLAN
Printed Name of Witness No. 2

JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002

TR

JOHN T. CONROY, JR., TRUSTEE

STATE OF INDIANA
COUNTY OF ST. JOSEPH

The foregoing instrument was acknowledged before me this 25th day of July, by JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST, DATED AUGUST 15, 2002, who is[ ] personally known to me to be said person or [ ] who produced _____ driver's license as evidence of identification. An oath was not administered.

Signature of Notary Public

PATRICK JAMES HARLAN
Printed Name of Notary Public
My Commission No. is:
My Commission expires: Nov 7, 2009

[NOTARY SEAL]

PATRICK JAMES HARLAN
Notary Public, State of Indiana
County of St. Joseph
My Commission Expires Nov. 7, 2009

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.969 ACRES, MORE OR LESS.

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

THIS PROPERTY IS CURRENTLY DESIGNATED A CONSTRUCTION SITE. NO IMPROVEMENTS ON OR ADJACENT TO THIS PROPERTY HAVE BEEN LOCATED.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

EXHIBIT "A"

BJS

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
W. Jeffrey Cecil, Esq. – 239-593-2950

B. SEND ACKNOWLEDGEMENT TO:
Name Porter, Wright, Morris & Arthur
Address 5801 Pelican Bay Blvd., Suite 300
City/State/Zip Naples, Florida 34108

INSTR # 5911668
Official Records BK 04009 PG 2377
RECORDED 07/30/2003 11:22:01 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 15.00
DEPUTY CLERK S Jensen

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY **ONE** DEBTOR NAME **(1a OR 1b)** – Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME				
JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
636 15th Avenue South	NAPLES	FL	34102	USA

1d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#
			Florida	

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY **ONE** DEBTOR NAME **(2a OR 2b)** – Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. TAX ID# ☐	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#
				NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY **ONE** SECURED PARTY NAME **(3a OR 3b)**

3a. ORGANIZATION'S NAME				
COMMUNITY BANK OF NAPLES, N.A.				
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY
5150 Tamiami Trail N.	Naples	FL	34103	USA

4. This **FINANCING STATEMENT** covers the following collateral: Being all of the property described in attached Exhibit A and made a part hereof, located on the real property described therein. Debtor is the owner of a leasehold interest in the real property described in Exhibit A.

5. ALTERNATE DESIGNATION (if applicable)		LESSEE/LESSOR		CONSIGNEE/CONSIGNOR		BAILEE/BAILOR
		AG. LIEN		NON-UCC FILING		SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK **EXACTLY ONE** BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

STANDARD FORM - FORM UCC-1 (REV.12/2001) **Filing Office Copy** **Approved by the Secretary of State, State of Florida**

EXHIBIT A

LEGAL DESCRIPTION

A parcel of land located in a portion of Section 1, Township 45 South, Range 24 East, Lee County, Florida being more particularly describe follows:

Commence at the Southwest corner of the Northwest Quarter of Section 1, Township 45 South, Range 24 East, Lee County, Florida; thence N.89°20'39"E., for a distance of 33.00 feet to a point on the easterly right-of-way line of U.S. Highway 41, a right-of-way of varying width; thence N.00°08'41"W., along said easterly right-of-way line, for a distance of 648.81 feet to the point of beginning of the parcel of land herein descril thence continue N.00°08'41"W. along the easterly right-of-way line of said U.S. Highway 41, for a distance of 550.00 feet; thence run S.49°19'12' for a distance of 830.83 feet to a point on the north line of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of said Sec 1; thence S.89°13'54"W. along the north line of the Southwest Quarter of the Southwest Quarter of the Northwest Quarter of said Section 1, f distance of 628.74 feet to the point of beginning; containing 3.969 acres, more or less.

This property is subject to easements, reservations or restrictions of record.

Bearings shown hereon refer to the west line of Northwest Quarter of Section 1, Township 45 South, Range 24 East, Lee County, Florida as be N.00°08'41"W.

This financing statement covers the following types and items of property: All property rights of any kind whatsoever, whether personal, mixed, or otherwise, including accounts, general intangibles, equipment and inventory, which are located at, or which are used in connection with or arise out of the conduct of the Debtor's business (herein referred to as "Debtor")(the Secured Party in the "Financing Statement" is sometimes herein referred to as the "Mortgagee") related to that certain parcel or real estate situate in Lee County, Florida, and legally described as follows (the "Property"): See below for legal description

(a) All buildings, structures and other improvements now or hereafter located on, above, or below the surface of the Property, any part and parcel thereof.

(b) All right, title, and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber, and other emblement now or hereafter on said Property or under or above the same or any part or parcel thereof.

(c) All and singular the tenements, hereditaments, easements, gores of land, riparian, and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Debtor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise), together with the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of Debtor in and to the same, and to every part and parcel thereof.

(d) All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said Property, and including all trade, domestic, and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon, or under said Property or any part thereof and used or usable in connectic with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines, pipes; pumps tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, rangers, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attachec cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to, lumber, plaster, cement shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof (Debtor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm th conveyance, transfer and assignment of any of the foregoing).

(e) All of the water, sanitary, and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter locate by, over, and upon the Property hereinbefore described, or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves, and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, and appurtenances.

(f) All right, title, and interest of Debtor in and to the land lying in the bed of any street, road, or avenue, opened or proposed, front of or adjoining the Property and in and to the appurtenances thereto.

(g) All paving for streets, roads, walkways, or entranceways now or hereafter owned by Debtor and which are now or hereafte located on the Property or serve the Property or any party or parcel thereof.

(h) The common elements appurtenant to any parcel, unit, or lot which is all or part of the Property.

(i) Debtor's interest as lessor in and to all leases of the Property, or any part thereof, heretofore made and entered into, and in a to all leases hereafter made and entered into by Debtor during the term of this Mortgage or any extension or renewal hereof, together with an and all guarantees thereof and including, without limitation, all present and future cash or securities, security deposited thereunder to secure performance by the lessees of their obligations thereunder, regardless of how said cash or securities are to be held by Debtor pursuant to the terms of such leases, and advance rentals, reserving to Debtor its equity of redemption rights therein, provided and hereby intending that in c of foreclosure sale, the Debtor's interest in any such leases then in force shall, upon expiration of Debtor's right of redemption, pass to the purchaser at such sale as a part of the Property; subject to election by the purchaser to terminate or enforce any of such leases hereafter made

(j) All judgments, awards of damages, and payments, including interest thereon, and the right to receive the same, which may made with respect to the Property as a result of (i) the exercise of the right of eminent domain; (ii) the alteration of the grade of any street; or (iii) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which may be secured by this Mortga at the date of receipt of any such award or payment by Mortgagee and of the reasonable attorneys' fees, costs, and disbursements incurred by Mortgagee in connection with the collection of such judgment, award, or payment, and Debtor agrees to execute and deliver, from time to tin such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such judgment, award, or payment. Mortgagee is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expense including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any p thereof so received may be released.

(k) All of the right, title, and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any ar all insurance policies now or hereafter provided pursuant to the terms of this Mortgage, and all proceeds or sums payable for the loss of or damage to (i) any property encumbered hereby; or (ii) rents, revenues, income, profits, or proceeds from leases, franchises, concessions or licenses of or on any part of the Property.

(l) All of the right, title, and interest of the Debtor in and to any trade names, names of businesses or fictitious names, licenses, including but not limited to occupational and liquor licenses, permits, site plans, development agreements, and governmental approvals, if any now or hereafter used in conjunction with the development of the Property or operation of any business or endeavor located on the Property.

(m) All of Debtor's interest in all utility security deposits or bonds deposited in connection with the Property.

(n) All of Debtor's interest in and to any and all contracts or agreements for the sale of the Property, or any part thereof or any interest therein, whether now existing or arising hereafter, and any and all deposits or payments of money arising out of or relating to said contracts or agreements, whether such deposits or payments of money are presently being held by Debtor, its agents or a third party (including a duly appointed escrow agent).

Together with all proceeds and products arising out of or derived from the above Property.

THE ABOVE COLLATERAL INCLUDES GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE LAND AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS. THE DEBTOR IS THE OWNER OF A LEASEHOLD INTEREST IN THE LAND.

5,800.00 MD 10) 150.00 MTG DOC 10.00 INTANG TAX 5,800.00 5

INST # 6579540 OR BK 04538 Pgs 2178 - 2180; (5pgs) RECORDED 12/23/2004 08:54:15 AM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY, FLORIDA
REC FEE 44.00 MTG DOC 10,150.00 INTANG TAX 5,800.00
DEPUTY CLERK K Dowdy

This instrument prepared by and after recording return to:
W. Jeffrey Cecil, Esq.
Porter, Wright, Morris & Arthur LLP
5801 Pelican Bay Boulevard, Suite 300
Naples, Florida 34108

THIS NOTICE EVIDENCES A $2,900,000.00 FUTURE ADVANCE SECURED BY A LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS RECORDED IN OFFICIAL RECORDS BOOK 04009, PAGE 2361 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 04153, PAGES 1955 THROUGH 1971, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. DOCUMENTARY STAMPS IN THE AMOUNT OF $10,150.00 AND INTANGIBLES TAXES IN THE AMOUNT OF $5,800.00 ARE BEING PAID HEREWITH.

NOTICE OF FUTURE ADVANCE AND LOAN MODIFICATION AGREEMENT

THIS NOTICE OF FUTURE ADVANCE AND LOAN MODIFICATION AGREEMENT made this 19th day of October, 2004, by **JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002** (hereinafter "Borrower").

WITNESSETH:

WHEREAS, COMMUNITY BANK OF NAPLES, N.A., (hereinafter "Lender"), is the holder of a Leasehold Mortgage, Security Agreement and Assignment of Rents which is recorded in Official Records Book 04009, Page 2361, of the Public Records of Lee County, Florida, (hereinafter the "Mortgage"), encumbering the real and personal property described therein (the "Mortgaged Property"), securing a mortgage loan, the proceeds of which were used for construction of improvements on the Mortgaged Property; and

WHEREAS, Borrower has requested and Lender has agreed to make a future advance of **Two Million Nine Hundred Thousand Dollars ($2,900,000.00)** which is evidenced by a Promissory Note of even date herewith (the "Note"), secured by the Mortgage and payable in full on or before October 5, 2014, for construction of additional improvements on the Mortgaged Property; and

WHEREAS, in connection with the Loan, certain individuals (the "Guarantors") executed and delivered to Lender a guaranty of payment ("Guaranty"); and

WHEREAS, Lender's obligation to advance proceeds of the Loan to Borrower for construction of additional improvements on the Mortgaged Property is evidenced and governed by a Construction Loan Agreement of even date herewith (the "Loan Agreement"), the Note, the Mortgage, UCC-1 Financing Statements, and other security agreements and instruments (all of the above described instruments and any other instruments executed and delivered by Borrower and/or Guarantors to Lender with respect to the Loan and this Agreement are hereinafter sometimes collectively referred to as the "Loan Documents"); and

WHEREAS, as a condition to Lender making the future advance, Lender and Borrower have this date agreed to modify the Loan Documents as provided below:

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00) and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein.

2. RECEIPT. Borrower hereby acknowledges that the proceeds of the foregoing Promissory Note have been received by Borrower, and are secured by the Mortgage.

3. REAFFIRMATION OF SECURITY INTEREST. By way of reaffirmation of the modification of the Mortgage as provided, the Borrower does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant, and confirm unto Lender, its successors and assigns, Borrower's fee simple interest in the Mortgaged Property, of which Borrower is now seized and possessed,

together with a security interest in all improvements now or hereafter situate upon said Mortgaged Property and all fixtures, equipment, and other personal property, both tangible and intangible, now or hereafter located in the buildings and improvements thereon, subject to the terms and conditions of the Mortgage, as collateral security for the payment of the Note and the performance of all of Borrower's obligations under the Note, Mortgage, Loan Agreement, and all other documents evidencing the Loan (collectively the "Loan Documents"). The parties herein agree that the Mortgaged Property, as defined in the above-described Mortgage, together with improvements and personal property located thereon, shall serve as security and collateral for the repayment of any and all indebtedness due by Borrower to Lender under the Loan, and for the performance by Borrower of each and every of the covenants and agreements in the Loan Documents evidencing the Loan, and that upon the occurrence of an event of default under any of the Loan Documents, Lender may exercise any and all remedies available to it as to all of the Mortgaged Property described in the Mortgage, and the personal property herein described, in the same manner as if the said improvements and personal property had originally been made a part of the original security and collateral for the repayment of the Loan.

4. OUTSTANDING BALANCE. The parties acknowledge that, upon receipt of the future advance evidenced by the Note of even date herewith, Borrower's total outstanding obligation to Lender equals $4,600,000.00, or so much thereof as is advanced. The maturity date of the future advance secured by the Mortgage is October 5, 2014.

5. CONSTRUCTION LOAN AGREEMENT. Disbursement of the advance contemplated hereunder shall be governed by the terms and conditions of the Loan Agreement of even date herewith by and between Borrower and Lender.

6. WARRANTIES AND REPRESENTATIONS. Borrower hereby affirms, warrants, and represents that all of the warranties and representations made in the Note, Mortgage, and other Loan Documents evidencing the Loan, and other documents or instruments recited herein or executed with respect thereto, directly or indirectly, are true and correct as of the date hereof, and that Borrower is not in default of any of the foregoing or aware of any default with respect thereto.

7. NO NOVATION. It is the intent and agreement of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the above-described Mortgages. In the event that this Agreement, or any part hereof, shall be construed by a court of competent jurisdiction as operating to affect the lien priority of the Mortgage over the claims which would otherwise be subordinate thereto, then to the extent that third persons acquiring an interest in such property between the time of execution of the Mortgage and the execution hereof are prejudiced thereby, this Agreement, or such portion hereof as shall be so construed, shall be void and of no force and effect, and this Agreement shall constitute, as to that portion, a subordinate lien on the collateral, incorporating by reference the terms of the Mortgage, which said Mortgage then shall be enforced pursuant to the terms therein contained, independent of this Agreement; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all terms and conditions hereof until all indebtedness owing under the Mortgages, and Notes secured thereby, shall have been paid in full.

8. JOINDER OF GUARANTOR. The Guarantors, by their execution and delivery of a separate Joinder and Consent, hereby join in this Agreement for the purposes of: (a) consenting to the future advance and (b) reaffirming the validity and enforceability of the Guaranty.

9. LIEN. Borrower warrants and represents that the Mortgage, as amended by this Agreement, is a valid lien and security interest on the property described therein with a first priority position as stated therein as described in the loan title insurance policy delivered to Lender by Borrower. If at any time Lender shall determine that the lien priority of its Mortgage as stated therein is invalid or in jeopardy, or if at any time, Lender is unable to obtain title insurance insuring such lien as a valid lien with the priority stated therein on the Mortgaged Property, then Lender shall have the option of declaring this to be a default under the Mortgage and this Agreement.

10. DEFENSES, SETOFFS, AND COUNTERCLAIMS. Borrower warrants, represents, and acknowledges that it has no defenses, claims, or offsets against the obligations evidenced by the Note, Mortgage, and other Loan Documents evidencing the Loan. Guarantors warrant, represent, and acknowledge that they have no defenses, claims, or offsets against the obligations evidenced by the Note, Mortgage, Guarantees, and other Loan Documents evidencing the Loan.

13. ENTIRE AGREEMENT; AMENDMENTS. This Agreement and the other Loan Documents represent and constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, superseding all prior and oral or written negotiations or understandings between the parties. Neither this Agreement nor the other Loan Documents, nor any provisions thereof, may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

14. COMMUNICATIONS. Any notice, request, demand, consent, approval, or other communication provided or permitted hereunder shall be in writing and be sent by United States first class mail or registered mail return receipt requested, postage prepaid, addressed to the party for whom it is intended at the following addresses:

If to Lender:
Community Bank of Naples
5150 Tamiami Trail North
Naples, FL 34103

If to Borrower:
John T. Conroy, Jr., Trustee
636 15th Avenue South
Naples, Florida 34102

provided, however, that either party may change its address or specify additional copy recipients for purposes of receipt of any such communication by giving at least ten (10) days written notice of such change to the other party in the manner above prescribed.

15. MISCELLANEOUS.

(a) Paragraph headings as used herein are for convenience only and shall not be construed as controlling the scope of any provisions hereof;

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida;

(c) Time is of the essence of this Agreement;

(d) As used herein, the neuter gender shall include the masculine and feminine genders, and vice versa, and the singular, the plural, and vice versa, as the context demands; and

(e) This Agreement shall inure to the benefit and be binding upon the parties as well as their successors and assigns, heirs, and personal representatives.

16. **WAIVER OF JURY TRIAL. FOR AND IN CONSIDERATION OF BANK'S ADVANCEMENT OF THE PRINCIPAL SUM HEREUNDER IN THE AMOUNT OF $2,900,000.00, THE UNDERSIGNED, BEING AN EXPERIENCED PARTICIPANT IN SOPHISTICATED REAL ESTATE VENTURES, AND HAVING CONSULTED WITH COUNSEL OF ITS CHOOSING, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING (1) BROUGHT BY THE UNDERSIGNED, THE HOLDER OR ANY OTHER PERSONS RELATING TO (A) THE LOAN OR (B) THE SECURITY DOCUMENTS OR (2) TO WHICH THE HOLDER IS A PARTY. THE UNDERSIGNED HEREBY AGREES THAT THIS NOTE CONSTITUTES A WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY. THE UNDERSIGNED ACKNOWLEDGES THAT ITS WAIVER OF TRIAL BY JURY HAS BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY THE UNDERSIGNED AS PART OF A BARGAINED FOR LOAN TRANSACTION.**

IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Kristin M. Conroy

Print Name: Diane Whitacre

JOHN T. CONROY, JR. AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002

JOHN T. CONROY, JR., TRUSTEE

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, a Notary Public, duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST, DATED AUGUST 15, 2002, who executed the foregoing instrument, and acknowledged before me that he executed, and that he is [✓] personally known to me or [___] has produced _____ as identification.

WITNESS my hand and official seal in the County and State named above, this 15th day of October, 2004.

Notary Public
Printed Name: Diane Whitacre
My Commission expires: _____
Serial No. (if any): _____

Diane Whitacre
MY COMMISSION # DD228065 EXPIRES
August 10, 2007
BONDED THRU TROY FAIN INSURANCE, INC.

4

NOTE: THE SIGNATURES OF THE GUARANTORS ARE A PART OF THIS DOCUMENT, BUT ARE NOT TO BE RECORDED WITH THE DOCUMENT.

CONSENT AND JOINDER OF GUARANTOR

Each undersigned Guarantor, by separate execution and delivery of this Consent to the Notice of Future Advance dated the 19th day of October, 2004 ("Agreement"), hereby joins in the Agreement for the purposes of consenting to the future advance of $2,900,000.00 of the Loan, as provided herein, and reaffirming the validity and enforceability of his Guaranty.

GUARANTOR:

JOHN T. CONROY, JR.

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 19th day of October, 2004, **JOHN T. CONROY, JR.** He [✓] is personally known to me or [____] has produced _____ as identification.

Notary Public
Name of Notary Public: Diane Whitacre
Commission Expiration: _____

Diane Whitacre
MY COMMISSION # DD228065 EXPIRES
August 10, 2007
BONDED THRU TROY FAIN INSURANCE, INC

[SEAL]

GUARANTOR:

DALE A. CUE

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20th day of October, 2004, **DALE A. CUE.** He [✓] is personally known to me or [____] has produced _____ as identification.

Notary Public
Name of Notary Public: Lawrence C.E. Garcia
Commission Expiration: _____

LAWRENCE C. GARCIA
MY COMMISSION # DD 308652
EXPIRES: April 8, 2008
Bonded Thru Notary Public Underwriters

[SEAL]

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
W. Jeffrey Cecil, Esq. – 239-593-2950

B. SEND ACKNOWLEDGEMENT TO:
Name Porter, Wright, Morris & Arthur
Address 5801 Pelican Bay Blvd., Suite 300
City/State/Zip Naples, Florida 34108

INSTR # 6579550
OR BK 04538 Pgs 2181 - 2184; (4pgs)
RECORDED 12/28/2004 08:54:15 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 35.50
DEPUTY CLERK K Cartwright

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS 636 15th Avenue South	CITY NAPLES	STATE FL	POSTAL CODE 34102	COUNTRY

1d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#
			Florida	04-6992499

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. TAX ID# ☐	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#
				NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME COMMUNITY BANK OF NAPLES, N.A.				
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS 5150 Tamiami Trail N.	CITY Naples	STATE FL	POSTAL CODE 34103	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral: being all of the property described in attached Exhibit A and made a part hereof, located on the real property described therein. Debtor is the owner of a leasehold interest in the real property described in Exhibit A.

5. ALTERNATE DESIGNATION (if applicable)	☐ LESSEE/LESSOR	☐ CONSIGNEE/CONSIGNOR	☐ BAILEE/BAILOR
	☐ AG. LIEN	☐ NON-UCC FILING	☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☑ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

STANDARD FORM - FORM UCC-1 (REV.12/2001) **Filing Office Copy** **Approved by the Secretary of State, State of Florida**

EXHIBIT A

This financing statement covers the following types and items of property: All property rights of any kind whatsoever, whether personal, mixed, or otherwise, including accounts, general intangibles, equipment and inventory, which are located at, or which are used in connection with or arise out of the conduct of the Debtor's business related to, that certain parcel of real estate situated in Lee County, Florida, and more particularly described below (the "Property"):

(a) All buildings, structures and other improvements now or hereafter located on, above, or below the surface of the Property, or any part and parcel thereof.

(b) All right, title, and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said Property or under or above the same or any part or parcel thereof.

(c) All and singular the tenements, hereditaments, easements, gores of land, riparian, and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Debtor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise), together with the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of Debtor in and to the same, and to every part and parcel thereof.

(d) All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said Property, and including all trade, domestic, and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon, or under said Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines, pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, rangers, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof (Debtor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Secured Party to confirm the conveyance, transfer and assignment of any of the foregoing).

(e) All of the water, sanitary, and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter located by, over, and upon the Property hereinbefore described, or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves, and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, and appurtenances.

(f) All right, title, and interest of Debtor in and to the land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining the Property and in and to the appurtenances thereto.

(g) All paving for streets, roads, walkways, or entranceways now or hereafter owned by Debtor and which are now or hereafter located on the Property or serve the Property or any party or parcel thereof.

(h) The common elements appurtenant to any parcel, unit, or lot which is all or part of the Property.

(i) Debtor's interest as lessor in and to all leases of the Property, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by Debtor during the term of this Mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including, without limitation, all present and future cash or securities, security deposited thereunder to secure performance by the lessees of their obligations thereunder, regardless of how said cash or securities are to be held by Debtor pursuant to the terms of such leases, and advance rentals, reserving to Debtor its equity of redemption rights therein, provided and hereby intending that in case of foreclosure sale, the Debtor's interest in any such leases then in force shall, upon expiration of Debtor's right of redemption, pass to the purchaser at such sale as a part of the Property; subject to election by the purchaser to terminate or enforce any of such leases hereafter made.

(j) All judgments, awards of damages, and payments, including interest thereon, and the right to receive the same, which may be made with respect to the Property as a result of (i) the exercise of the right of eminent domain; (ii) the alteration of the grade of any street; or (iii) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which may be secured by this Mortgage

at the date of receipt of any such award or payment by Secured Party and of the reasonable attorneys' fees, costs, and disbursements incurred by Secured Party in connection with the collection of such judgment, award, or payment, and Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such judgment, award, or payment. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(k) All of the right, title, and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this Mortgage, and all proceeds or sums payable for the loss of or damage to (i) any property encumbered hereby; or (ii) rents, revenues, income, profits, or proceeds from leases, franchises, concessions or licenses of or on any part of the Property.

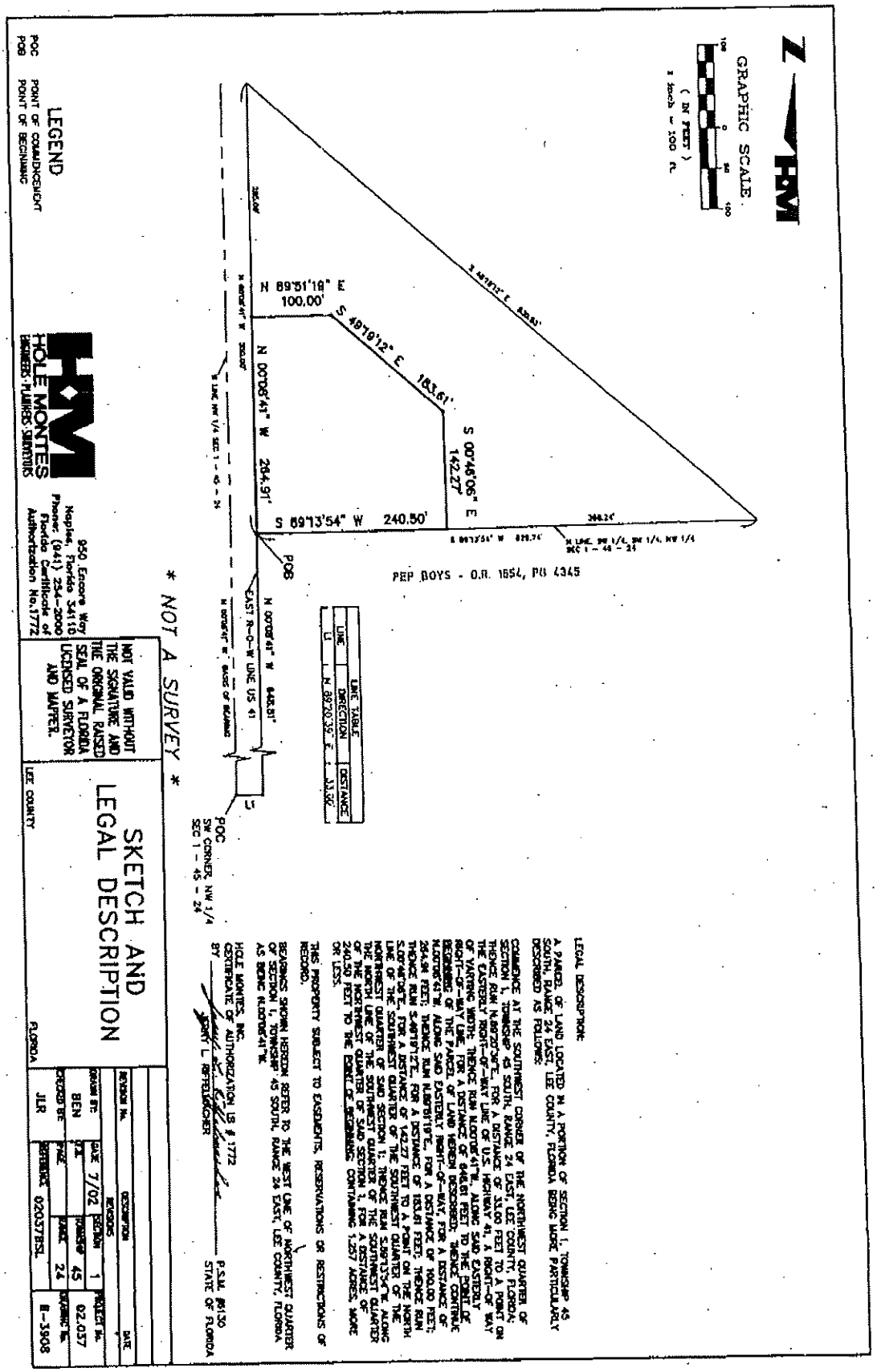
(l) All of the right, title, and interest of the Debtor in and to any trade names, names of businesses or fictitious names, licenses, including but not limited to occupational and liquor licenses, permits, site plans, development agreements, and governmental approvals, if any, now or hereafter used in conjunction with the development of the Property or operation of any business or endeavor located on the Property.

(m) All of Debtor's interest in all utility security deposits or bonds deposited in connection with the Property.

(n) All of Debtor's interest in and to any and all contracts or agreements for the sale of the Property, or any part thereof or any interest therein, whether now existing or arising hereafter, and any and all deposits or payments of money arising out of or relating to said contracts or agreements, whether such deposits or payments of money are presently being held by Debtor, its agents or a third party (including a duly appointed escrow agent).

Together with all proceeds and products arising out of or derived from the above-described collateral.

THE ABOVE COLLATERAL INCLUDES GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL ESTATE DESCRIBED BELOW AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS. THE DEBTOR IS THE OWNER OF A LEASEHOLD INTEREST IN THE REAL ESTATE DESCRIBED BELOW.


GRAPHIC SCALE
(IN FEET)
1 inch = 100 ft.
LEGEND
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
N 89°51'19" E 100.00'
S 49°19'12" E 183.61'
S 00°46'06" E 142.27'
S 89°13'54" W 240.50'
N 00°08'41" W 284.91'
N 00°08'41" W 645.81'
POB
POC SW CORNER, NW 1/4 SEC 1 - 45 - 24
EAST, R-O-W LINE US 41
PEP BOYS - O.R. 1654, PG 4345
LINE TABLE
LINE DIRECTION DISTANCE
L1 N 89°20'39" E 33.30'
HOLE MONTES
ENGINEERS PLANNERS SURVEYORS
950 Encore Way
Naples, Florida 34110
Phone: (941) 254-2000
Florida Certificate of Authorization No.1772
* NOT A SURVEY *
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
SKETCH AND LEGAL DESCRIPTION
LEE COUNTY FLORIDA
REVISIONS
REVISION No. DESCRIPTION DATE
DRAWN BY: BEN
CHECKED BY: JLR
DATE: 7/02
FILE:
REFERENCE: 02037BSL
SECTION 1
TOWNSHIP 45
RANGE 24
PROJECT No. 02.037
DRAWING No. E-3908
LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 645.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG SAID EASTERLY RIGHT-OF-WAY, FOR A DISTANCE OF 100.00 FEET; THENCE RUN N.89°51'19"E., FOR A DISTANCE OF 284.91 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 183.61 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 240.50 FEET TO THE POINT OF BEGINNING CONTAINING 1.257 ACRES, MORE OR LESS.
THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.
HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772
BY _____
JERRY L. RITTENHOUSE
P.S.M. #5130
STATE OF FLORIDA

INSTR # 2006000009516, Doc Type MOD, Pages 4, Recorded 01/09/2006 at 02:32 PM, Charlie Green, Lee County Clerk of Circuit Court, Mtg Doc: $10850.00 Int. Tax $6200.00 Rec. Fee $35.50 Deputy Clerk TBAER

1

This instrument prepared by and after recording return to:
W. Jeffrey Cecil, Esq.
Porter, Wright, Morris & Arthur LLP
5801 Pelican Bay Boulevard, Suite 300
Naples, Florida 34108

THIS NOTICE EVIDENCES A $3,100,000.00 SECOND FUTURE ADVANCE SECURED BY A LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS RECORDED IN OFFICIAL RECORDS BOOK 04009, PAGE 2361 AND RE-RECORDED IN OFFICIAL RECORDS BOOK 04157, PAGES 1955 THROUGH 1971, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA. DOCUMENTARY STAMPS IN THE AMOUNT OF $10,850.00 AND INTANGIBLES TAXES IN THE AMOUNT OF $6,200.00 ARE BEING PAID HEREWITH.

NOTICE OF SECOND FUTURE ADVANCE AND LOAN MODIFICATION AGREEMENT

THIS NOTICE OF SECOND FUTURE ADVANCE AND LOAN MODIFICATION AGREEMENT made this 6th day of January, 2006, by **JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002** (hereinafter "Borrower").

W I T N E S S E T H:

WHEREAS, COMMUNITY BANK OF NAPLES, N.A., (hereinafter "Lender"), is the holder of a Leasehold Mortgage, Security Agreement and Assignment of Rents which is recorded in Official Records Book 04009, Page 2361, of the Public Records of Lee County, Florida, as modified by a Notice of Future Advance and Loan Modification Agreement dated October 19, 2004 and recorded in O.R. Book 04538, Page 2178, Public Records of Lee County, Florida (hereinafter the "Mortgage"), encumbering the real and personal property described therein (the "Mortgaged Property"), securing a mortgage loan in the original amount of $1,700,000.00 (the "Loan") and a future advance in the amount of $2,900,000.00 (the "Future Advance"), the proceeds of which were used for construction of improvements on the Mortgaged Property; and

WHEREAS, Borrower has requested and Lender has agreed to make a second future advance of **Three Million One Hundred Thousand Dollars ($3,100,000.00)** which is evidenced by a Promissory Note of even date herewith (the "Note"), secured by the Mortgage and payable in full on or before January 5, 2016, for construction of additional improvements on the Mortgaged Property; and

WHEREAS, in connection with the Loan, certain individuals (the "Guarantors") executed and delivered to Lender a guaranty of payment ("Guaranty"); and

WHEREAS, Lender's obligation to advance proceeds of the Loan to Borrower for construction of additional improvements on the Mortgaged Property is evidenced and governed by a Construction Loan Agreement of even date herewith (the "Loan Agreement"), the Note, the Mortgage, UCC-1 Financing Statements, and other security agreements and instruments (all of the above described instruments and any other instruments executed and delivered by Borrower and/or Guarantors to Lender with respect to the Loan and this Agreement are hereinafter sometimes collectively referred to as the "Loan Documents"); and

WHEREAS, as a condition to Lender making the future advance, Lender and Borrower have this date agreed to modify the Loan Documents as provided below:

NOW, THEREFORE, in consideration of TEN DOLLARS ($10.00) and the mutual promises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. RECITALS. The foregoing recitals are true and correct, and are incorporated herein.

2. RECEIPT. Borrower hereby acknowledges that the proceeds of the foregoing Promissory Note have been received by Borrower, and are secured by the Mortgage.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

3. REAFFIRMATION OF SECURITY INTEREST. By way of reaffirmation of the modification of the Mortgage as provided, the Borrower does hereby grant, bargain, sell, alien, remise, release, convey, assign, transfer, mortgage, hypothecate, pledge, deliver, set over, warrant, and confirm unto Lender, its successors and assigns, Borrower's fee simple interest in the Mortgaged Property, of which Borrower is now seized and possessed, together with a security interest in all improvements now or hereafter situate upon said Mortgaged Property and all fixtures, equipment, and other personal property, both tangible and intangible, now or hereafter located in the buildings and improvements thereon, subject to the terms and conditions of the Mortgage, as collateral security for the payment of the Note and the performance of all of Borrower's obligations under the Note, Mortgage, Loan Agreement, and all other documents evidencing the Loan (collectively the "Loan Documents"). The parties herein agree that the Mortgaged Property, as defined in the above-described Mortgage, together with improvements and personal property located thereon, shall serve as security and collateral for the repayment of any and all indebtedness due by Borrower to Lender under the Loan, and for the performance by Borrower of each and every of the covenants and agreements in the Loan Documents evidencing the Loan, and that upon the occurrence of an event of default under any of the Loan Documents, Lender may exercise any and all remedies available to it as to all of the Mortgaged Property described in the Mortgage, and the personal property herein described, in the same manner as if the said improvements and personal property had originally been made a part of the original security and collateral for the repayment of the Loan.

4. OUTSTANDING BALANCE. The parties acknowledge that, upon receipt of the future advance evidenced by the Note of even date herewith, Borrower's total outstanding obligation to Lender equals $7,700,000.00, or so much thereof as is advanced. The maturity date of the future advance secured by the Mortgage is January 5, 2016.

5. CONSTRUCTION LOAN AGREEMENT. Disbursement of the advance contemplated hereunder shall be governed by the terms and conditions of the Loan Agreement of even date herewith by and between Borrower and Lender.

6. WARRANTIES AND REPRESENTATIONS. Borrower hereby affirms, warrants, and represents that all of the warranties and representations made in the Note, Mortgage, and other Loan Documents evidencing the Loan, and other documents or instruments recited herein or executed with respect thereto, directly or indirectly, are true and correct as of the date hereof, and that Borrower is not in default of any of the foregoing or aware of any default with respect thereto.

7. NO NOVATION. It is the intent and agreement of the parties that this instrument shall not constitute a novation and shall in no way adversely affect the lien priority of the above-described Mortgages. In the event that this Agreement, or any part hereof, shall be construed by a court of competent jurisdiction as operating to affect the lien priority of the Mortgage over the claims which would otherwise be subordinate thereto, then to the extent that third persons acquiring an interest in such property between the time of execution of the Mortgage and the execution hereof are prejudiced thereby, this Agreement, or such portion hereof as shall be so construed, shall be void and of no force and effect, and this Agreement shall constitute, as to that portion, a subordinate lien on the collateral, incorporating by reference the terms of the Mortgage, which said Mortgage then shall be enforced pursuant to the terms therein contained, independent of this Agreement; provided, however, that notwithstanding the foregoing, the parties hereto, as between themselves, shall be bound by all terms and conditions hereof until all indebtedness owing under the Mortgages, and Notes secured thereby, shall have been paid in full.

8. JOINDER OF GUARANTOR. The Guarantors, by their execution and delivery of a separate Joinder and Consent, hereby join in this Agreement for the purposes of: (a) consenting to the future advance and (b) reaffirming the validity and enforceability of the Guaranty.

9. LIEN. Borrower warrants and represents that the Mortgage, as amended by this Agreement, is a valid lien and security interest on the property described therein with a first priority position as stated therein as described in the loan title insurance policy delivered to Lender by Borrower. If at any time Lender shall determine that the lien priority of its Mortgage as stated therein is invalid or in jeopardy, or if at any time, Lender is unable to obtain title insurance insuring such lien as a valid lien with the priority stated therein on the Mortgaged Property, then Lender shall have the option of declaring this to be a default under the Mortgage and this Agreement.

10. DEFENSES, SETOFFS, AND COUNTERCLAIMS. Borrower warrants, represents, and acknowledges that it has no defenses, claims, or offsets against the obligations evidenced by the Note, Mortgage, and other Loan Documents evidencing the Loan. Guarantors warrant, represent, and acknowledge that they have no defenses, claims, or offsets against the obligations evidenced by the Note, Mortgage, Guarantees, and other Loan Documents evidencing the Loan. Borrower and Guarantors further acknowledge and affirm that any default pursuant to the Note, the Mortgage, or any of the Loan Documents shall constitute an event of default of the Loan, the Future Advance, and any and all instruments evidencing either of them.

11. ENTIRE AGREEMENT; AMENDMENTS. This Agreement and the other Loan Documents represent and constitute the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, superseding all prior and oral or written negotiations or understandings between the parties. Neither this Agreement nor the other Loan Documents, nor any provisions thereof, may be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.

12. COMMUNICATIONS. Any notice, request, demand, consent, approval, or other communication provided or permitted hereunder shall be in writing and be sent by United States first class mail or registered mail return receipt requested, postage prepaid, addressed to the party for whom it is intended at the following addresses:

If to Lender:
Community Bank of Naples
5150 Tamiami Trail North
Naples, FL 34103

If to Borrower:
John T. Conroy, Jr., Trustee
636 15th Avenue South
Naples, Florida 34102

provided, however, that either party may change its address or specify additional copy recipients for purposes of receipt of any such communication by giving at least ten (10) days written notice of such change to the other party in the manner above prescribed.

13. MISCELLANEOUS.

(a) Paragraph headings as used herein are for convenience only and shall not be construed as controlling the scope of any provisions hereof;

(b) This Agreement shall be governed by and construed in accordance with the laws of the State of Florida;

(c) Time is of the essence of this Agreement;

(d) As used herein, the neuter gender shall include the masculine and feminine genders, and vice versa, and the singular, the plural, and vice versa, as the context demands; and

(e) This Agreement shall inure to the benefit and be binding upon the parties as well as their successors and assigns, heirs, and personal representatives.

14. **WAIVER OF JURY TRIAL. FOR AND IN CONSIDERATION OF BANK'S ADVANCEMENT OF THE PRINCIPAL SUM HEREUNDER IN THE AMOUNT OF $3,100,000.00, THE UNDERSIGNED, BEING AN EXPERIENCED PARTICIPANT IN SOPHISTICATED REAL ESTATE VENTURES, AND HAVING CONSULTED WITH COUNSEL OF ITS CHOOSING, HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY WITH RESPECT TO ANY ACTION OR PROCEEDING (1) BROUGHT BY THE UNDERSIGNED, THE HOLDER OR ANY OTHER PERSONS RELATING TO (A) THE LOAN OR (B) THE SECURITY DOCUMENTS OR (2) TO WHICH THE HOLDER IS A PARTY. THE UNDERSIGNED HEREBY AGREES THAT THIS NOTE CONSTITUTES A WRITTEN CONSENT**

TO WAIVER OF TRIAL BY JURY. THE UNDERSIGNED ACKNOWLEDGES THAT ITS WAIVER OF TRIAL BY JURY HAS BEEN MADE KNOWINGLY, INTENTIONALLY AND WILLINGLY BY THE UNDERSIGNED AS PART OF A BARGAINED FOR LOAN TRANSACTION.

IN WITNESS WHEREOF, this instrument has been executed on the date first above written.

Signed, sealed and delivered
in the presence of:

Print Name: Beth D. Lightner

Print Name: Kristin M. Conroy

JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002

JOHN T. CONROY, JR., TRUSTEE

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 6th day of January, 2006, by **JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST, DATED AUGUST 15, 2002.** He [✓] is personally known to me or [ ] has produced _____ as identification.

Notary Public
Name of Notary Public: _____
Commission Expiration: _____

BETH D. LIGHTNER
MY COMMISSION # DD 447051
EXPIRES: October 4, 2009
Bonded Thru Notary Public Underwriters

[SEAL]

INSTR # 2006000009517, Doc Type UCC, Pages 4, Recorded 01/09/2006 at 02:32 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $35.50 Deputy Clerk TBAER

2

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
W. Jeffrey Cecil, Esq. – 239-593-2950

B. SEND ACKNOWLEDGEMENT TO:
Name Porter, Wright, Morris & Arthur
Address 5801 Pelican Bay Blvd., Suite 300
City/State/Zip Naples, Florida 34108

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1a. ORGANIZATION'S NAME JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002				
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
1c. MAILING ADDRESS 636 15th Avenue South	CITY NAPLES	STATE FL	POSTAL CODE 34102	COUNTRY

1d. TAX ID#	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	1e. TYPE OF ORGANIZATION	1f. JURISDICTION OF ORGANIZATION	1g. ORGANIZATIONAL ID#
			Florida	04-6992499

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2a. ORGANIZATION'S NAME				
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
2c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

2d. TAX ID# ☐	REQUIRED ADD'L INFO RE: ORGANIZATION DEBTOR	2e. TYPE OF ORGANIZATION	2f. JURISDICTION OF ORGANIZATION	2g. ORGANIZATIONAL ID#
				NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY NAME (3a OR 3b)

3a. ORGANIZATION'S NAME COMMUNITY BANK OF NAPLES, N.A.				
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME		SUFFIX
3c. MAILING ADDRESS 5150 Tamiami Trail N.	CITY Naples	STATE FL	POSTAL CODE 34103	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral: being all of the property described in attached Exhibit A and made a part hereof, located on the real property described therein. Debtor is the owner of a leasehold interest in the real property described in Exhibit B.

5. ALTERNATE DESIGNATION (if applicable)		LESSEE/LESSOR		CONSIGNEE/CONSIGNOR		BAILEE/BAILOR
		AG. LIEN		NON-UCC FILING		SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☐ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

STANDARD FORM - FORM UCC-1 (REV.12/2001) **Filing Office Copy** **Approved by the Secretary of State, State of Florida**

EXHIBIT A

This financing statement covers the following types and items of property: All property rights of any kind whatsoever, whether personal, mixed, or otherwise, including accounts, general intangibles, equipment and inventory, which are located at, or which are used in connection with or arise out of the conduct of the Debtor's business related to, that certain parcel of real estate situated in Lee County, Florida, and more particularly described below (the "Property"):

(a) All buildings, structures and other improvements now or hereafter located on, above, or below the surface of the Property, or any part and parcel thereof.

(b) All right, title, and interest of Debtor in and to the minerals, soil, flowers, shrubs, crops, trees, timber, and other emblements now or hereafter on said Property or under or above the same or any part or parcel thereof.

(c) All and singular the tenements, hereditaments, easements, gores of land, riparian, and littoral rights, and appurtenances thereunto belonging or in anywise appertaining, whether now owned or hereafter acquired by Debtor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise), together with the reversion or reversions, remainder and remainders, rents, issues, and profits thereof; and also all the estate, right, title, interest, claim, and demand whatsoever of Debtor in and to the same, and to every part and parcel thereof.

(d) All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said Property, and including all trade, domestic, and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon, or under said Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines, pipes; pumps; tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, rangers, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessions thereto and replacements thereof (Debtor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Secured Party to confirm the conveyance, transfer and assignment of any of the foregoing).

(e) All of the water, sanitary, and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter located by, over, and upon the Property hereinbefore described, or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves, and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, and appurtenances.

(f) All right, title, and interest of Debtor in and to the land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining the Property and in and to the appurtenances thereto.

(g) All paving for streets, roads, walkways, or entranceways now or hereafter owned by Debtor and which are now or hereafter located on the Property or serve the Property or any party or parcel thereof.

(h) The common elements appurtenant to any parcel, unit, or lot which is all or part of the Property.

(i) Debtor's interest as lessor in and to all leases of the Property, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by Debtor during the term of this Mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including, without limitation, all present and future cash or securities, security deposited thereunder to secure performance by the lessees of their obligations thereunder, regardless of how said cash or securities are to be held by Debtor pursuant to the terms of such leases, and advance rentals, reserving to Debtor its equity of redemption rights therein, provided and hereby intending that in case of foreclosure sale, the Debtor's interest in any such leases then in force shall, upon expiration of Debtor's right of redemption, pass to the purchaser at such sale as a part of the Property; subject to election by the purchaser to terminate or enforce any of such leases hereafter made.

(j) All judgments, awards of damages, and payments, including interest thereon, and the right to receive the same, which may be made with respect to the Property as a result of (i) the exercise of the right of eminent domain; (ii) the alteration of the grade of any street; or (iii) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Secured Party and of the reasonable attorneys' fees, costs, and disbursements incurred by Secured Party in connection with the collection of such judgment, award, or payment, and Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by Secured Party to confirm such assignment to Secured Party of any such judgment, award, or payment. Secured Party is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittances for, and to appeal from, any such judgments or awards. Secured Party may apply all such sums or any part thereof so received, after the payment of all

its expenses, including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

(k) All of the right, title, and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this Mortgage, and all proceeds or sums payable for the loss of or damage to (i) any property encumbered hereby; or (ii) rents, revenues, income, profits, or proceeds from leases, franchises, concessions or licenses of or on any part of the Property.

(l) All of the right, title, and interest of the Debtor in and to any trade names, names of businesses or fictitious names, licenses, including but not limited to occupational and liquor licenses, permits, site plans, development agreements, and governmental approvals, if any, now or hereafter used in conjunction with the development of the Property or operation of any business or endeavor located on the Property.

(m) All of Debtor's interest in all utility security deposits or bonds deposited in connection with the Property.

(n) All of Debtor's interest in and to any and all contracts or agreements for the sale of the Property, or any part thereof or any interest therein, whether now existing or arising hereafter, and any and all deposits or payments of money arising out of or relating to said contracts or agreements, whether such deposits or payments of money are presently being held by Debtor, its agents or a third party (including a duly appointed escrow agent).

Together with all proceeds and products arising out of or derived from the above-described collateral.

THE ABOVE COLLATERAL INCLUDES GOODS WHICH ARE OR ARE TO BECOME FIXTURES ON THE REAL ESTATE DESCRIBED BELOW AND THIS FINANCING STATEMENT IS TO BE FILED FOR RECORD IN THE REAL ESTATE RECORDS. THE DEBTOR IS THE OWNER OF A LEASEHOLD INTEREST IN THE REAL ESTATE DESCRIBED IN EXHIBIT "B", ATTACHED HERETO.

EXHIBIT "B"

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 913.72 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 285.09 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 388.24 FEET; THENCE RUN N.00°46'06"W., FOR A DISTANCE OF 142.27 FEET; THENCE RUN N.49°19'12"W., FOR A DISTANCE OF 183.61 FEET. THENCE RUN S.89°51'19"W., FOR A DISTANCE OF 100.00 FEET TO THE POINT OF BEGINNING; CONTAINING 2.712 ACRES, MORE OR LESS.

NOTES:

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

ABSTRACT OF TITLE HAS NOT BEEN REVIEWED BY SURVEYOR.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO: JOHN T. CONROY, JR., TRUSTEE OF PAGE FIELD MEDICAL VILLAGE LAND TRUST

I HEREBY CERTIFY THAT THIS SKETCH OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 4/13/04. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 61G17-6, F.A.C.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY _____ P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

INSTR # 2006000463758, Doc Type UCC, Pages 1, Recorded 12/14/2006 at 10:34 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $10.00 Deputy Clerk CFELTMAN

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[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Robert Glenn, Esq
Holland & Knight LLP
1600 Tysons Boulevard
Suite 700
McLean, Virginia 22102

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #
ORB 4538, Page 2181

1b. ☑ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☑ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Please refer to the detailed instructions in regards to changing the name/address of a party. ☐ DELETE name: Give record name to be deleted in item 6a or 6b. ☐ ADD name. Complete item 7a or 7b, and also item 7c; also complete items 7e-7g (if applicable)

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME
John T. Conroy, Jr., as Trustee of The Page Field Medical Village Land Trust

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. SEE INSTRUCTIONS | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
Community Bank of Naples, N.A.

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
Page Field - Lee County, Florida

FILING OFFICE COPY — UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 05/22/02)

INSTR # 2006000463760, Doc Type ASG, Pages 6, Recorded 12/14/2006 at 10:34 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $52.50 Deputy Clerk CFELTMAN

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THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Kristin M. Conroy
CONROY, CONROY & DURANT, P.A.
2210 Vanderbilt Beach Road, Suite 1201
Naples, Florida 34109

COMMUNITY BANK OF NAPLES, N.A. TO JOHN HANCOCK LIFE INSURANCE COMPANY ASSIGNMENT OF PROMISSORY NOTES, LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, AND OTHER LOAN DOCUMENTS

THIS ASSIGNMENT OF PROMISSORY NOTES, LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, AND OTHER LOAN DOCUMENTS ("Assignment") is made as of this 13 day of December, 2006 by **COMMUNITY BANK OF NAPLES, N.A., ("COMMUNITY")**, as Assignor, in favor of **JOHN HANCOCK LIFE INSURANCE COMPANY, A MASSACHUSETTS CORPORATION ("HANCOCK")**, as Assignee.

WITNESSETH:

WHEREAS, COMMUNITY is the holder of that certain Promissory Note dated July 28, 2003 in the original principal amount One Million Seven Hundred Thousand and 00/100 Dollars ($1,700,000.00), as Amended and Restated June 5, 2004, that certain Future Advance Note dated October 19, 2004 in the original principal amount of Two Million Nine Hundred Thousand and 00/100 Dollars ($2,900,000.00) (as restated by instrument dated October 19, 2004), and that certain Future Advance Note dated January 6, 2006 in the original principal amount of Three Million One Hundred Thousand and 00/100 Dollars ($3,100,000.00) all given by JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002, (hereinafter "Borrower") to COMMUNITY (collectively referred to herein as the "Note"); and

WHEREAS, the Note is secured by that certain Leasehold Mortgage, Security Agreement and Assignment of Rents dated July 28, 2003 given by Borrower to COMMUNITY and recorded in Official Records Book 4009, Page 2361 and re-recorded in Official Records Book 4157, Page 1955; that certain Notice of Future Advance and Loan Modification Agreement dated October 19, 2004 and recorded in Official Records Book 4538, Page 2176; and that certain Notice of Second Future Advance and Loan Modification Agreement dated January 6, 2006 and recorded in Instrument Number 2006000009516, all of the Public Records of Lee County, Florida (collectively referred to herein as the "Mortgage"); and

WHEREAS, COMMUNITY is the holder of those certain Loan Documents more particularly described in Exhibit "A" attached hereto and made a part hereof, which Loan Documents, together with the Note, Mortgage, and all other Loan Documents executed in connection with the indebtedness described above by Borrower, with the exception of all personal guaranties, executed by Guarantors (as defined in such Loan Documents), are collectively referred to as the "Security Documents";

WHEREAS, COMMUNITY desires to assign such Security Documents to HANCOCK; and

WHEREAS, COMMUNITY and HANCOCK desire to set forth the terms and conditions of the Assignment as more particularly set forth herein below.

NOW, THEREFORE, for Ten and 00/100 Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

1. The above recitals are true and correct and incorporated herein by reference.

2. COMMUNITY hereby assigns, transfers and sets over without recourse to HANCOCK, all of COMMUNITY's right, title and interest under the Security Documents.

3. COMMUNITY hereby represents and warrants to HANCOCK that COMMUNITY is the sole and absolute owner of the Security Documents and that COMMUNITY has the absolute right and authority to assign the Security Documents.

4. COMMUNITY hereby warrants and represents that the Security Documents have not been modified and amended except as set forth herein and that there are no outstanding assignments or pledges of COMMUNITY's right, title and interest to any of the Security Documents.

5. COMMUNITY hereby represents and warrants that the Loan Documents are in full force and effect and that Borrower is not currently in default under the Loan Documents.

6. COMMUNITY hereby represents and warrants that the principal balance under the Note on the date hereof is $7,584,378.87.

IN WITNESS WHEREOF the parties hereto have set their hands on the day and date as first above written.

COMMUNITY BANK OF NAPLES, N.A.

Witness #1

CIDALIA B. MEDEIROS
(Type or Print Name)

Nancy DeJohn
Witness #2

Nancy DeJohn
(Type or Print Name)

By: _____
Printed Name: JOHN G. HARPER
Its: SR. VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 11 day of December, 2006, by John G. Harper, as Sr. Vice President of **COMMUNITY BANK OF NAPLES, N.A.** on behalf of the bank, who is personally known to me or has produced _____ (type of identification) as identification.

(SEAL)

CIDALIA B. MEDEIROS
MY COMMISSION # DD 339227
EXPIRES: July 20, 2008
Bonded Thru Notary Public Underwriters

Signature

CIDALIA B. MEDEIROS
(Type or print Name of Acknowledger)

JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002, as obligor under the referenced Note, Mortgage, and other Security Documents, hereby acknowledges and consents to the assignment set forth above and agrees to be bound to the terms of such assignment. JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002 further represents and warrants to HANCOCK that (i) the Note, Mortgage, and other Security Documents are in full force and effect, and represent binding obligations of JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002 (ii) there are no defaults, offsets, prepayments, or other matters which would alter its obligation to pay to HANCOCK the obligations set forth in the Note, Mortgage, and other Security Documents.

Witness

JESSICA L. DICKERSON
Print Name

Witness Beth D. Lightner

Print Name

John T. Conroy, Jr., as Trustee of the Page Field Medical Village Land Trust dated August 15, 2002

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 8th day of December, 2006, by JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002, who is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath.

BETH D. LIGHTNER
MY COMMISSION # DD 447051
EXPIRES: October 4, 2009
Bonded Thru Notary Public Underwriters

Signature

(Type or print Name of Acknowledger)

EXHIBIT "A"

All Loan Documents (with the exception of the personal guarantees) executed by JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002 in connection with the loan described in this ASSIGNMENT OF PROMISSORY NOTES, LEASEHOLD MORTGAGE, SECURITY AGREEMENT AND ASSIGNMENT OF RENTS, AND OTHER LOAN DOCUMENTS to which this Exhibit "A" is attached, as such Loan Documents are modified by any documents executed concurrently by any of the parties to the referenced Assignment, including without limitation, all Promissory Notes and Mortgages, Extensions and Renewals of any kind, and any other document of any nature whatsoever executed by JOHN T. CONROY, JR., AS TRUSTEE OF THE PAGE FIELD MEDICAL VILLAGE LAND TRUST DATED AUGUST 15, 2002 in connection with the referenced loan. The Loan Documents shall include, without limitation, the following:

1. Promissory Note dated July 28, 2003 in the original principal amount One Million Seven Hundred Thousand and 00/100 Dollars ($1,700,000.00), as Amended and Restated June 5, 2004;

2. Future Advance Note dated October 19, 2004 in the original principal amount of Two Million Nine Hundred Thousand and 00/100 Dollars ($2,900,000.00) (as restated by instrument dated October 19, 2004);

3. Future Advance Note dated January 6, 2006 in the original principal amount of Three Million One Hundred Thousand and 00/100 Dollars ($3,100,000.00);

4. Leasehold Mortgage, Security Agreement and Assignment of Rents dated July 28, 2003 and recorded in Official Records Book 4009, Page 2361 and re-recorded in Official Records Book 4157, Page 1955, of the Public Records of Lee County, Florida;

5. Notice of Future Advance and Loan Modification Agreement dated October 19, 2004 and recorded in Official Records Book 4538, Page 2176; of the Public Records of Lee County, Florida;

6. Notice of Second Future Advance and Loan Modification Agreement dated January 6, 2006 and recorded in Instrument Number 2006000009516, of the Public Records of Lee County, Florida.

This Assignment does not assign the personal guaranties listed below, which Guaranties shall be returned to Borrower marked cancelled.

1. Unconditional Guaranty of Payment and Performance from John T. Conroy, Jr. dated July 28, 2003;

2. Unconditional Guaranty of Payment and Performance from Dale A. Cue dated July 28, 2003;

3. Unconditional Guaranty of Payment and Performance from John T. Conroy, Jr. dated October 19, 2004;

4. Unconditional Guaranty of Payment and Performance from Dale A. Cue dated October 19, 2004;

5. Unconditional Guaranty of Payment and Performance from John T. Conroy, Jr. dated January 6, 2006; and

6. Unconditional Guaranty of Payment and Performance from Dale A. Cue. dated January 6, 2006.

R:\Conroy, John T (Jack)\Page Field\Hancock Permanent Financing\Community.AssignmentDocuments\Assignment of Loan Docs..doc

INSTR # 2006000463761, Doc Type ASG, Pages 11, Recorded 12/14/2006 at 10:34 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $95.00 Deputy Clerk CFELTMAN

$95.00

This Instrument Prepared By and When Recorded Return to:

Robert E. Glenn, Esquire
Holland & Knight LLP
1600 Tysons Boulevard
Suite 700
McLean, Virginia 22102-4867

SPACE ABOVE THIS LINE FOR PROCESSING

SPACE ABOVE THIS LINE FOR RECORDING DATA

AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

JOHN T. CONROY, JR., TRUSTEE UNDER LAND TRUST DATED AUGUST 15, 2002 AND NAMED PAGE FIELD MEDICAL VILLAGE LAND TRUST
(Assignor)

TO

JOHN HANCOCK LIFE INSURANCE COMPANY
(Assignee)

Dated: As of December ___, 2006
(the "Closing Date")

Location of Property:

Page Field Medical
Fort Myers, Florida 33907

Loan No. **520271**

PAGE FIELD MEDICAL

Loan No. 520271

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment"), dated as of the Closing Date, by **JOHN T. CONROY, JR., TRUSTEE UNDER LAND TRUST DATED AUGUST 15 2002 AND NAMED PAGE FIELD MEDICAL VILLAGE LAND TRUST**, a Florida land trust, having its principal place of business at 636 15th Avenue South, Naples, Florida, 34102 ("Assignor"), to **JOHN HANCOCK LIFE INSURANCE COMPANY**, a Massachusetts corporation, having its principal place of business at John Hancock Tower, 197 Clarendon Street, C-3, Boston, Massachusetts 02116 ("Assignee").

WITNESSETH:

THAT Assignor for good and valuable consideration, receipt whereof is hereby acknowledged, hereby grants, transfers and absolutely and unconditionally assigns to Assignee the entire lessor's interest in and to all current and future leases and subleases (including, without limitation, all guaranties thereof) and other agreements affecting the use, enjoyment or occupancy of all or any part of that certain lot or piece of land, more particularly described in Exhibit A hereto, together with the buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located thereon (hereinafter collectively referred to as the "Mortgaged Property") (including any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Mortgaged Property), together with any extension or renewal of the same;

The leases and other agreements described above together with all other present and future leases and present and future agreements and any extension or renewal of the same are hereinafter collectively referred to as the "Leases";

TOGETHER WITH all income, rents, issues, revenues, security deposits, proceeds of letters of credit given to secure lessees' obligations and profits arising from the Leases and renewals thereof and together with all income, rents, issues and profits, revenues and proceeds (including, but not limited to, all oil and gas or other mineral royalties and bonuses) from the use, enjoyment and occupancy of the Mortgaged Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings, or any assignment for the benefit of creditors, in respect of any tenant or occupant of any portion of the Mortgaged Property and all claims as a creditor in connection with any of the foregoing) (hereinafter collectively referred to as the "Rents") and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Loan (as hereinafter defined).

THIS ASSIGNMENT is made in consideration of that certain loan (the "Loan") made by Assignee to Assignor evidenced by that certain Amended and Restated Mortgage Note made by Assignor to Assignee, dated the date hereof, in the principal sum of $7,600,000.00 (the "Note") and secured by that certain Amended and Restated Leasehold Mortgage, Assignment of

Loan No. 520271

Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance by Assignor and Assignee, dated the date hereof, in the principal sum of $7,600,000.00, covering the Mortgaged Property (the "Mortgage").

This Assignment, the Note, the Mortgage and other documents now or hereafter executed by Assignor and/or others and by or in favor of Assignee which evidence, secure, guarantee or are executed in connection with the Loan (such documents collectively hereinafter referred to as the "Loan Documents").

ASSIGNOR WARRANTS that (i) Assignor is the sole owner of the entire lessor's interest in the Leases; (ii) that the rent roll or occupancy schedule (the "Rent Roll") attached as an exhibit to the Loan Commitment (hereinafter defined) is a true, accurate and complete list of all Leases or options to lease now in effect at the Mortgaged Property; (iii) the Leases are valid and enforceable and have not been altered, modified or amended in any manner whatsoever except as herein set forth; (iv) none of the Rents reserved in the Leases have been assigned or otherwise pledged or hypothecated; (v) none of the Rents have been collected for more than one (1) month in advance; (vi) Assignor has full power and authority to execute and deliver this Assignment and the execution and delivery of this Assignment has been duly authorized and does not conflict with or constitute a default under any law, judicial order or other agreement affecting Assignor or the Mortgaged Property; (vii) the premises demised under the Leases have been completed and the tenants under the Leases have accepted the same and have taken possession of the same on a rent-paying basis; and (viii) there exist no offsets or defenses to the payment of any portion of the Rents.

ASSIGNOR COVENANTS with Assignee that Assignor shall not, without the prior written consent of Assignee, (a) lease all or any part of the Mortgaged Property, (b) materially alter or change the terms of any Lease or cancel or terminate, abridge or otherwise materially modify the terms of any Lease, (c) consent to any assignment of or subletting under any Lease not in accordance with its terms, (d) cancel, terminate, abridge or otherwise materially modify any guaranty of any Lease or the terms thereof, (e) collect or accept prepayments of installments of Rents for a period of more than one (1) month in advance or (f) further assign the whole or any part of the Leases or the Rents.

ASSIGNOR FURTHER COVENANTS with Assignee that, with respect to each Lease, Assignor shall (a) observe and perform each and every provision thereof on the lessor's part to be fulfilled or performed under each Lease and not do or permit to be done anything to impair the value of each Lease as security for the Loan, (b) promptly send to Assignee copies of all notices of default which Assignor shall send or receive thereunder, (c) enforce all of the terms, covenants and conditions contained in such Lease upon the lessee's part to be performed, short of termination thereof, (d) execute and deliver, at the request of Assignee, all such further assurances, confirmations and assignments in connection with the Mortgaged Property as Assignee shall, from time to time, require and (e) upon request, furnish Assignee with executed copies of all Leases.

THIS ASSIGNMENT is made on the following terms, covenants and conditions:

Loan No. 520271

1. Present Assignment. Assignor does hereby absolutely and unconditionally assign to Assignee Assignor's right, title and interest in all current and future Leases and Rents, it being intended by Assignor that this assignment constitutes a present, absolute and unconditional assignment and not an assignment for additional security only. Such assignment to Assignee shall not be construed to bind Assignee to the performance of any of the covenants, conditions or provisions contained in any such Lease or otherwise to impose any obligation upon Assignee. Assignor agrees to execute and deliver to Assignee such additional instruments, in form and substance satisfactory to Assignee, as may hereinafter be requested by Assignee to further evidence and confirm said assignment. Nevertheless, subject to the terms of this Paragraph 1, Assignee grants to Assignor a revocable license to operate and manage the Mortgaged Property and to collect the Rents. Assignor shall hold the Rents or a portion thereof sufficient to discharge all current sums due on the Loan for use in the payment of such sums. Upon an Event of Default (as defined in the Mortgage), the license granted to Assignor herein shall be automatically revoked by Assignee and Assignee shall immediately be entitled to receive and apply all Rents, whether or not Assignee enters upon and takes control of the Mortgaged Property. Assignee is hereby granted and assigned by Assignor the right, at its option, upon the revocation of the license granted herein to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Loan in such priority and proportion as Assignee, in its discretion, shall deem proper. Notwithstanding the license granted to Assignor in this Paragraph 1, if any Lease is terminated (including without limitation a voluntary termination of the Lease approved by Assignee and a termination or rejection of a Lease in a bankruptcy or other similar proceeding) and in connection with such termination or rejection there is the payment of (i) a lump sum settlement, (ii) a termination fee, premium or penalty, or (iii) any other amount or amounts paid in conjunction with such termination, including retention by the Assignor of any security deposit or the proceeds of any letter of credit given as a security deposit (collectively and singly, the "Termination Amount") then in such event, whether or not Assignor is in default under the Note, the Mortgage, any other Loan Document or any Lease, the Termination Amount shall be payable directly to Assignee and, at Assignee's option, may be (x) applied to outstanding amounts due under the Loan or (y) held by Assignee as additional collateral securing the Note until a new Lease or other collateral acceptable to Assignee in its reasonable discretion is substituted for the terminated Lease. Nothing herein shall be deemed approval by Assignee of the termination of any Lease or the payment of any Termination Amount. For purposes of this Assignment, the term "Termination Amount" shall include additional rent paid by a tenant holding over pursuant to the terms of its Lease.

2. Remedies of Assignee. Upon or at any time after an Event of Default, Assignee may, at its option, without waiving such Event of Default, without notice and without regard to the adequacy of the security for the Loan, either in person or by agent, with or without bringing any action or proceeding, or by a receiver appointed by a court, enforce its interest in the Leases and Rents and take possession of the Mortgaged Property and have, hold, manage, lease and operate the Mortgaged Property on such terms and for such period of time as Assignee may deem proper and either with or without taking possession of the Mortgaged Property in its own name, demand, sue for or otherwise collect and receive all Rents, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as may seem proper to Assignee and may apply the Rents to the

payment of the following in such order and proportion as Assignee in its sole discretion may determine, any law, custom or use to the contrary notwithstanding: (a) all expenses of managing and securing the Mortgaged Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as Assignee may deem necessary or desirable and all expenses of operating and maintaining the Mortgaged Property, including, without being limited thereto, all taxes, charges, claims, assessments, water charges, sewer rents and any other liens, and premiums for all insurance which Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Mortgaged Property; and (b) the Loan, together with all costs and reasonable attorneys' fees. In addition to the rights which Assignee may have herein, upon the occurrence of an Event of Default, Assignee, at its option, may either require Assignor to pay monthly in advance to Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of such part of the Mortgaged Property as may be in possession of Assignor or may require Assignor to vacate and surrender possession of the Mortgaged Property to Assignee or to such receiver and, in default thereof, Assignor may be evicted by summary proceedings or otherwise. For purposes of Paragraphs 1 and 2, Assignor grants to Assignee its irrevocable power of attorney, coupled with an interest, to take any and all of the aforementioned actions and any or all other actions designated by Assignee for the proper management and preservation of the Mortgaged Property. The exercise by Assignee of the option granted it in this Paragraph 2 and the collection of the Rents and the application thereof as herein provided shall not be considered a waiver of any default by Assignor under the Note, the Mortgage, the Leases, this Assignment or the other Loan Documents.

3. No Liability of Assignee. Assignee shall not be liable for any loss sustained by Assignor resulting from Assignee's failure to let the Mortgaged Property after an Event of Default or from any other act or omission of Assignee in managing the Mortgaged Property after default unless such loss is caused by the willful misconduct, gross negligence or and bad faith of Assignee. Assignee shall not be obligated to perform or discharge any obligation, duty or liability under the Leases or under or by reason of this Assignment and Assignor shall, and hereby agrees to, indemnify Assignee for and hold Assignee harmless from, any and all liability, loss or damage which may or might be incurred under the Leases or under or by reason of this Assignment and from any and all claims and demands whatsoever, including the defense of any such claims or demands which may be asserted against Assignee by reason of any alleged obligations and undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Leases. Should Assignee incur any such liability, the amount thereof, including costs, expenses and reasonable attorneys' fees, shall be secured hereby and by the Mortgage and the Loan Documents and Assignor shall reimburse Assignee therefor immediately upon demand and upon the failure of Assignor so to do Assignee may, at its option, declare all sums secured hereby, the Note, and the Mortgage and the Loan Documents immediately due and payable. This Assignment shall not operate to place any obligation or liability for the control, care, management or repair of the Mortgaged Property upon Assignee, nor for the carrying out of any of the terms and conditions of the Leases; nor shall it operate to make Assignee responsible or liable for any waste committed on the Mortgaged Property by the tenants or any other parties, or for any dangerous or defective condition of the Mortgaged Property, including, without limitation, the presence of any Hazardous Materials (as defined in the Mortgage), or for any negligence in the management, upkeep, repair or control of the

Mortgaged Property resulting in loss or injury or death to any tenant, licensee, employee or stranger.

4. Notice to Lessees. Assignor hereby authorizes and directs the lessees named in the Leases or any other or future lessees or occupants of the Mortgaged Property upon receipt from Assignee of written notice to the effect that Assignee is then the holder of the Mortgage and that a default exists thereunder or under this Assignment, the Note or the other Loan Documents to pay over to Assignee all Rents and to continue so to do until otherwise notified by Assignee.

5. Other Security. Assignee may take or release other security for the payment of the Loan, release any party primarily or secondarily liable therefor and apply any other security held by it to the reduction or satisfaction of the Loan without prejudice to any of its rights under this Assignment.

6. Other Remedies. Nothing contained in this Assignment and no act done or omitted by Assignee pursuant to the power and rights granted to Assignee hereunder shall be deemed to be a waiver by Assignee of its rights and remedies under the Note, the Mortgage or the Loan Documents and this Assignment is made and accepted without prejudice to any of the rights and remedies possessed by Assignee under the terms thereof. The right of Assignee to collect the Loan and to enforce any other security therefor held by it may be exercised by Assignee either prior to, simultaneously with, or subsequent to any action taken by it hereunder.

7. No Mortgagee in Possession. Nothing herein contained shall be construed as constituting Assignee a "mortgagee in possession" in the absence of the taking of actual possession of the Mortgaged Property by Assignee. In the exercise of the powers herein granted Assignee, no liability shall be asserted or enforced against Assignee, all such liability being expressly waived and released by Assignor.

8. Conflict of Terms. In case of any conflict between the terms of this Assignment and the terms of the Mortgage, the terms of the Mortgage shall prevail.

9. No Oral Change. This Assignment and any provisions hereof may not be modified, amended, waived, extended, changed, discharged or terminated orally, or by any act or failure to act on the part of Assignor or Assignee, but only by an agreement in writing signed by the party against whom the enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

10. Certain Definitions. Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Assignment may be used interchangeably in singular or plural form and the word "Assignor" shall mean "each Assignor and any subsequent owner or owners of the Mortgaged Property or any part thereof or any interest therein," the word "Assignee" shall mean "Assignee and any subsequent holder of the Note," the word "Note" shall mean "the Note and any other evidence of indebtedness secured by the Mortgage," the word "person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority, and any other entity, the words "Mortgaged Property" shall include any portion of the Mortgaged Property and any interest

therein, and the word "Loan" shall mean the principal balance of the Note with interest thereon as provided in the Note and the Mortgage and all other sums due pursuant to the Note, the Mortgage, this Assignment and the other Loan Documents, the words "Loan Commitment" shall mean the loan application or loan commitment letter issued in connection with the Loan, as amended; whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

11. Non-Waiver. The failure of Assignee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Assignment. Assignor shall not be relieved of Assignor's obligations hereunder by reason of (i) failure of Assignee to comply with any request of Assignor or any other party to take any action to enforce any of the provisions hereof or of the Mortgage, the Note or the other Loan Documents, (ii) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or (iii) any agreement or stipulation by Assignee extending the time of payment or otherwise modifying or supplementing the terms of this Assignment, the Note, the Mortgage or the other Loan Documents. Assignee may resort for the payment of the Loan to any other security held by Assignee in such order and manner as Assignee, in its discretion, may elect. Assignee may take any action to recover the Loan, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Assignee thereafter to enforce its rights under this Assignment. The rights of Assignee under this Assignment shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Assignee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision.

12. Inapplicable Provisions. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

13. Duplicate Originals. This Assignment may be executed in any number of duplicate originals and each such duplicate original shall be deemed to be an original.

14. Governing Law. This Assignment shall be governed and construed in accordance with the laws of the State of Florida, without regard to applicable conflict of laws rules.

15. Termination of Assignment. Upon payment in full of the Loan and the delivery and recording of a satisfaction or discharge of Mortgage duly executed by Assignee, this Assignment shall become and be void and of no effect.

16. Limitation on Liability. The provisions of Paragraph 46 of the Mortgage are incorporated herein by this reference to the fullest extent as if the text of such paragraph were set forth in its entirety herein.

17. Amendment and Restatement of Assignment of Leases and Rents. This Assignment amends and restates in its entirety the terms and provisions of any prior assignment of leases and rents granted by Assignor to Community Bank of Naples, N.A. whether unrecorded or recorded in the Public Records of Lee County, Florida.

Loan No. 520271

THIS ASSIGNMENT, together with the covenants and warranties therein contained, shall inure to the benefit of Assignee and any subsequent holder of the Mortgage and shall be binding upon Assignor, its heirs, executors, administrators, successors and assigns and any subsequent owner of the Mortgaged Property.

[Balance of Page Intentionally Left Blank]

[Signature Appears on Next Page]

Loan No. 520271

[Signature Page to Amended and Restated Assignment of Leases and Rents]

IN WITNESS WHEREOF, Assignor has duly executed and delivered this Amended and Restated Assignment of Leases and Rents as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Name: JESSICA L. DICKERSON

Name: Beth D. Lightner

John T. Conroy, Jr., as trustee under that certain land trust dated August 15, 2002 and named the Page Field Medical Village Land Trust

STATE OF FLORIDA)
) ss:
COUNTY OF Collier)

On this 8th day of December, 2006, before me personally came John T. Conroy, Jr., the trustee under that certain land trust dated August 15, 2002 and named the Page Field Medical Village Land Trust. He has produced _____ as identification or is personally known to me.

BETH D. LIGHTNER
MY COMMISSION # DD 447051
EXPIRES: October 4, 2009
Bonded Thru Notary Public Underwriters

Notary Public, State of Florida
Name: _____
Commission No: _____
My Commission Expires: _____

(Notary Seal)

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Loan No. 520271

[Signature Page to Amended and Restated Assignment of Leases and Rents]

IN WITNESS WHEREOF, Assignee has duly executed and delivered this Amended and Restated Assignment of Leases and Rents as of the day and year first above written.

JOHN HANCOCK LIFE INSURANCE COMPANY,
a Massachusetts corporation

Name: Arlene B. Hart

By _____
W. Reid McLay
Assistant Vice President & Regional Director

Name: Thomas L. Hoffman

STATE OF Maryland)
) ss:
COUNTY OF Montgomery

On this 11 day of ~~October~~ December, 2006, before me personally came W. Reid McLay, an Assistant Vice President & Regional Director of John Hancock Life Insurance Company, a Massachusetts corporation, and in such capacity executed and acknowledged the above instrument on behalf of said corporation. Such person ✓ is personally known to me or ___ has produced _____ as identification. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

_____
Notary Public, State of Maryland
Name: Anne M. Csaji
Commission No: N/A
My Commission Expires: 3-1-2010

(Notary Seal)

EXHIBIT "A"

HM PROJECT #2002037
12/19/2002
REF. DWG. #E-207

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'38"W. ALONGTHE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 465.18 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.45 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 176.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S.57°30'31"E., FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N.70°45'46"E., FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,029.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N.32°57'05"E., FOR A DISTANCE OF 205.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°50'15"E., FOR A DISTANCE OF 50.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOWLER STREET THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET; THENCE RUN N.69°43'35"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N.20°31'32"E., FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'36"W., FOR A DISTANCE OF 45.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.54 FEET TO THE TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET, TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

R:\Conroy, John T (Jack)\Page Field\Hancock Permanent Financing\Title\Full Legal Description.doc

INSTR # 2006000463762, Doc Type MTG, Pages 69, Recorded 12/14/2006 at 10:34 AM, Charlie Green, Lee County Clerk of Circuit Court, Mtg Doc: $54.95 Int. Tax $31.24 Rec. Fee $588.00 Deputy Clerk CFELTMAN

Loan No. 520271

This Instrument Prepared By and When Recorded Return to:

Robert E. Glenn, Esquire
Holland & Knight LLP
1600 Tysons Boulevard
Suite 700
McLean, Virginia 22102-4867

SPACE ABOVE THIS LINE FOR PROCESSING

SPACE ABOVE THIS LINE FOR RECORDING DATA

AMENDED AND RESTATED LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND NOTICE OF FUTURE ADVANCE

Dated as of December 13, 2006
(the "Closing Date")

JOHN T. CONROY, JR., TRUSTEE UNDER LAND TRUST DATED AUGUST 15, 2002 AND NAMED PAGE FIELD MEDICAL VILLAGE LAND TRUST

(Mortgagor)

TO

JOHN HANCOCK LIFE INSURANCE COMPANY

(Mortgagee)

LOCATION OF PROPERTY:
Page Field Medical
Fort Myers, Florida 33907

Loan No. 520271

NOTE TO RECORDER: This instrument secures an Amended and Restated Mortgage Note which (A) amends and restates the Existing Note (as defined in the recitals to this instrument), having an outstanding principal balance of $7,584,378.87, and (B) evidences a future advance being made by Mortgagee to Mortgagor in the face amount of $15,621.13. All documentary taxes due in connection with the Existing Note were paid at the time of the recording of the Existing Mortgage. All documentary taxes due in connection with the future advance are being paid with the recordation of this instrument.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

Loan No. 520271

TABLE OF CONTENTS

PART I DEFINITIONS

PART II- GENERAL PROVISIONS

Page

1. Payment of Indebtedness and Incorporation of Covenants, Conditions and Agreements....13
2. Warranty of Title....13
3. Insurance; Casualty....13
4. Payment of Taxes, Etc. 18
5. Reserve Fund 19
6. Condemnation....21
7. Leases and Rents....21
8. Maintenance and Use of Mortgaged Property 23
9. Transfer or Encumbrance of the Mortgaged Property or Interests in the Mortgagor; Other Indebtedness....24
10. Estoppel Certificates 30
11. No Cooperative or Condominium....31
12. Changes in the Laws Regarding Taxation 31
13. No Credits on Account of the Indebtedness 31
14. Documentary Stamps....31
15. Right of Entry 32
16. Books and Records 32
17. Performance of Other Agreements 33
18. Representations and Covenants Concerning Loan 33
19. Single Purpose Entity/Separateness....36
20. Events of Default; Remedies 39
21. Additional Remedies....40
22. Right to Cure Defaults 43
23. Late Payment Charge....43
24. Prepayment 43
25. Prepayment After Event of Default 43
26. Appointment of Receiver....44
27. Security Agreement 44
28. Authority....45
29. Actions and Proceedings....45
30. Further Acts, Etc. 45
31. Recording of Mortgage, Etc....46
32. Usury Laws....46
33. Sole Discretion of Mortgagee 47
34. Recovery of Sums Required To Be Paid 47
35. Marshalling and Other Matters 47
36. Waiver of Notice....47
37. Remedies of Mortgagor 47

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 2/69

38. Reporting Requirements 47
39. Hazardous Materials 48
40. Asbestos 50
41. Bankruptcy or Insolvency 51
42. Compliance with ERISA and State Statutes on Governmental Plans....51
43. Assignments....53
44. Cooperation....53
45. Indemnification for Non-Recourse Carveout Obligations....53
46. Exculpation 54
47. Notices 54
48. Non-Waiver....55
49. Joint and Several Liability 56
50. Severability 56
51. Duplicate Originals 56
52. Indemnity and Mortgagee's Costs 56
53. Intentionally Deleted....57
54. No Oral Change 57
55. No Foreign Person 57
56. Separate Tax Lot....57
57. Right to Release Any Portion of the Mortgaged Property....57
58. Subrogation....57
59. Administrative Fees 57
60. Disclosure 57
61. Headings, Etc. 58
62. Address of Real Property....58
63. Method of Payment....58
64. Publicity....58
65. Relationship 58
66. Homestead....58
67. No Third Party Beneficiaries....58
68. Compliance with Regulation U....58
69. Entire Agreement....59
70. Servicer 59
71. Book Entry....59
72. Governing Law; Consent to Jurisdiction. 59
73. Future Advances. 60
74. Counterparts. 60
75. WAIVER OF JURY TRIAL....60

Loan No. 520271

PART III GROUND LEASE PROVISION

76. Representations and Warranties Regarding Ground Lease
77. Notices Under Ground Lease
78. Mortgagor's Obligations to Comply with Ground Lease
79. Mortgagee's Right to Cure Ground Lessee Defaults
80. Covenants to Protect Leasehold Estate
81. Ground Lessee's Bankruptcy
82. Ground Lessor's Bankruptcy
83. Option to Renew or Extend Ground Lease
84. No Merger of Estates
85. Appointment of Mortgagee as Mortgagor's Attorney-in-Fact
86. Ground Lease Estoppel Certificate and Agreement

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search
INSTR # 2006000463762 Page Number: 5 of 69

INDEX OF DEFINED TERMS

Additional Land 7
Architect 15
Assignee 22
Assignment of Leases and Rents 22
Assignor 22
Bankruptcy Code 8
Code 45
Collateral 44
Depository 18
Equipment 8
ERISA 51
GAAP 37
Guarantors 36
Improvements 7
Indebtedness 7
Land 7
Late Charge 43
Leases 9
Loan 7
Management Agreement 34
Manager 34
Mortgaged Property 7
Non-Recourse Carveout Obligations 53
Other Charges 18
Permitted Encumbrances 13
Policies 14
Rating Agencies 27
Real Property 7
Rents 9, 22
Replacement Reserve Agreement 20
Replacement Reserve Fund 20
Reserve Fund 20
Restoration 15
Secondary Market Transactions 52
Servicer 58
Tax and Insurance Fund 19
Taxes 18
Transferee 26
Uniform Commercial Code 8

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 5/69

Loan No. 520271

THIS AMENDED AND RESTATED LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND NOTICE OF FUTURE ADVANCE (this "Mortgage"), dated as of the Closing Date, by **JOHN T. CONROY, JR., TRUSTEE UNDER LAND TRUST DATED AUGUST 15 2002 AND NAMED PAGE FIELD MEDICAL VILLAGE LAND TRUST**, a Florida land trust, having its principal place of business at 636 15th Avenue South, Naples, Florida, 34102 ("Mortgagor"), and **JOHN HANCOCK LIFE INSURANCE COMPANY**, a Massachusetts corporation, having its principal place of business c/o Real Estate Finance Group, 197 Clarendon Street,C-3, Boston, Massachusetts 02116 ("Mortgagee").

WITNESSETH:

A. Community Bank of Naples, N.A. (the "Existing Lender") is the holder of a loan made to Mortgagor as evidenced by that certain Promissory Note, dated July 28, 2003, payable by Mortgagor to Existing Lender in the original principal amount of $1,700,000.00, as amended and restated by that certain Promissory Note, dated June 5, 2004, and by that certain Future Advance Note, dated October 19, 2004, in the additional principal amount of $2,900,000.00 (as restated by instrument dated October 19, 2004), and by that certain Future Advance Note, dated January 6, 2006, in the additional principal amount of $3,100,000.00 (the "Existing Note").

B. The Existing Note is secured by that certain Leasehold Mortgage, Security Agreement and Assignment of Rents, granted by Mortgagor for the benefit of Existing Lender, recorded in Official Records Book 4009, Page 2361 in Public Records of Lee County, Florida, as modified by that certain Notice of Future Advance and Loan Modification Agreement, dated October 19, 2004, and recorded in Officials Record Book 4538, Page 2178, and as further modified by that certain Notice of Second Future Advance and Loan Modification Agreement, dated January 6, 2006, and recorded as Instrument No. 2006000009516, all of the Public Records of Lee County, Florida (collectively, the "Existing Mortgage") which encumbers the Mortgaged Property (hereinafter defined).

C. The Existing Lender has assigned the Existing Note and the Existing Mortgage to Mortgagee.

D. Of even date herewith, Mortgagor has executed in favor of Mortgagee that certain Amended and Restated Mortgage Note (the "Amended Note") in the original principal amount of $7,600,000.00 which (i) amends and restates the outstanding principal balance of the Existing Note (which is $7,584,378.87) and (ii) evidences a future advance being made by Mortgagee to Mortgagor in the principal amount of $15,621.13 (the Amended Note, together with all future extensions, renewals, modifications, consolidations, substitutions, replacements, restatements and increases thereof is herein collectively referred to as the "Note"). The Note has a maturity date of January 1, 2017.

Loan No. 520271

NOW, THEREFORE, to secure the payment of:

(I) an indebtedness in the aggregate principal sum of $7,600,000.00, lawful money of the United States of America, to be paid with interest and all other sums and fees payable according to (i) the Note and the loan evidenced by the Note (the "Loan"), and

(II) all indebtedness, obligations, liabilities and expenses due hereunder and under any other Loan Document (as hereinafter defined) (the indebtedness, interest, other sums, fees, obligations and all other sums due under the Note and/or any other Loan Document being collectively called the "Indebtedness");

Mortgagor and Mortgagee have agreed, and hereby agree, as follows:

1. The foregoing Recitals are true and correct and constitute a material part of this Mortgage.

2. Mortgagor acknowledges that it has no defenses, counterclaims or offsets with respect to any of its obligations contained in the Existing Note and/or the Existing Mortgage.

3. The Existing Mortgage is hereby amended and restated in its entirety to read as follows:

Mortgagor by these presents does mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm, pledge, assign and hypothecate unto Mortgagee and hereby grants unto Mortgagee a security interest in the following property and rights, whether now owned or held or hereafter acquired (collectively, the "Mortgaged Property"):

GRANTING CLAUSE ONE

The real property or properties described on Exhibit A hereto (collectively, the "Land"), specifically including, but not limited to, the Mortgagor's Leasehold Estate (as defined below) in the Land located in the County of Lee, Florida, created pursuant to that certain Ground Lease (hereinafter defined).

GRANTING CLAUSE TWO

All additional lands, estates and development rights hereafter acquired by Mortgagor for use in connection with the Land and the development of the Land and all additional lands and estates therein which may, from time to time, by supplemental mortgage or otherwise, be expressly made subject to the lien thereof (collectively, the "Additional Land").

Loan No. 520271

GRANTING CLAUSE THREE

Any and all buildings, structures, fixtures, additions, enlargements, extensions, modifications, repairs, replacements and improvements now or hereafter located on the Land or any part thereof (collectively, the "Improvements"; the Land, the Additional Land and the Improvements hereinafter collectively referred to as the "Real Property").

GRANTING CLAUSE FOUR

All easements, rights-of-way, strips and gores of land, streets, ways, alleys, passages, sewer rights, water, water courses, water rights and powers, oil, gas and mineral rights, air rights and development rights, zoning rights, tax credits or benefits and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances of any nature whatsoever in any way now or hereafter belonging, relating or pertaining to the Real Property or any part thereof and the reversion and reversions, remainder and remainders and all land lying in the bed of any street, road or avenue, opened or proposed, in front of or adjoining the Land or any part thereof to the center line thereof and all the estates, rights, titles, interests, dower and rights of dower, curtesy and rights of curtesy, property, possession, claim and demand whatsoever, both in law and in equity, of Mortgagor in, of and to the Real Property and every part and parcel thereof, with the appurtenances thereto.

GRANTING CLAUSE FIVE

All machinery, equipment, fixtures and other property of every kind and nature whatsoever owned by Mortgagor or in which Mortgagor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto and usable in connection with the present or future operation and occupancy of the Real Property and all building equipment, materials and supplies of any nature whatsoever owned by Mortgagor or in which Mortgagor has or shall have an interest (to the extent of such interest) now or hereafter located upon the Real Property or appurtenant thereto or usable in connection with the present or future operation and occupancy of the Real Property, including but not limited to all heating, ventilating, air conditioning, plumbing, lighting, communications and elevator machinery, equipment and fixtures (hereinafter collectively called the "Equipment") and the right, title and interest of Mortgagor in and to any of the Equipment which may be subject to any security agreements (as defined in the Uniform Commercial Code of the State of Florida (the "Uniform Commercial Code")) superior, inferior or pari passu in lien to the lien of this Mortgage. In connection with Equipment which is leased to Mortgagor or which is subject to a lien or security interest which is superior to the lien of this Mortgage, this Mortgage shall also cover all right, title and interest of each Mortgagor in and to all deposits and the benefit of all payments now or hereafter made with respect to such Equipment.

GRANTING CLAUSE SIX

All awards or payments, including interest thereon, which may heretofore and hereafter be made with respect to the Real Property or any part thereof, whether from the exercise of the right of eminent domain (including but not limited to any transfer made in lieu of

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8/4/23, 2:56 PM Landmark Web Official Records Search

or in anticipation of the exercise of said right), or for a change of grade or for any other injury to or decrease in the value of the Real Property.

GRANTING CLAUSE SEVEN

All leases and subleases (including, without limitation, all guarantees thereof) and other agreements affecting the use, enjoyment and/or occupancy of the Real Property or any part thereof, now or hereafter entered into (including any use or occupancy arrangements created pursuant to Section 365(h) of Title 11 of the United States Code (the "Bankruptcy Code") or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property), together with any extension or renewal of the same (the "Leases") and all income, rents, issues, profits, revenues and proceeds including, but not limited to, all oil and gas or other mineral royalties and bonuses from the Real Property (including any payments received pursuant to Section 502(b) of the Bankruptcy Code or otherwise in connection with the commencement or continuance of any bankruptcy, reorganization, arrangement, insolvency, dissolution, receivership or similar proceedings or any assignment for the benefit of creditors in respect of any tenant or occupant of any portion of the Real Property and all claims as a creditor in connection with any of the foregoing) (the "Rents") and all proceeds from the sale, cancellation, surrender or other disposition of the Leases and the right to receive and apply the Rents to the payment of the Indebtedness.

GRANTING CLAUSE EIGHT

All proceeds of and any unearned premiums on any insurance policies covering the Real Property or any part thereof including, without limitation, the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof, for damage to the Real Property or any part thereof.

GRANTING CLAUSE NINE

All tax refunds, including interest thereon, tax credits and tax abatements and the right to receive or benefit from the same, which may be payable or available with respect to the Real Property.

GRANTING CLAUSE TEN

The right, in the name and on behalf of Mortgagor, to appear in and defend any action or proceeding brought with respect to the Real Property or any part thereof and to commence any action or proceeding to protect the interest of Mortgagee in the Real Property or any part thereof.

GRANTING CLAUSE ELEVEN

All accounts receivable (including rights to payment for goods sold or leased or to be sold or leased or for services rendered or to be rendered), escrows, documents, instruments, chattel paper, claims deposits, general intangibles, as the foregoing terms are defined in the

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

Uniform Commercial Code, and all franchises, books, records, contract rights (including, without limitation, any contract with any architect or engineer or with any other provider of goods and services for or in the Real Property and any contract for management or any other provision for services), actions and causes of action which now or hereafter relate to, are derived from or are used in connection with the Real Property, or the use, operation, maintenance, occupancy or enjoyment thereof or the conduct of any business or activities thereon, interests, estate or other claims, both in law and in equity, which Mortgagor now has or may hereafter acquire in the Real Property or any part thereof (the "Intangibles").

GRANTING CLAUSE TWELVE

All rights which Mortgagor now has or may hereafter acquire to be indemnified and/or held harmless from any liability, loss, damage, cost or expense (including, without limitation, reasonable attorneys' fees and disbursements) relating to the Real Property or any part thereof.

GRANTING CLAUSE THIRTEEN

All plans and specifications, maps, surveys, studies, reports, contracts, subcontracts, service contracts, management contracts, franchise agreements and other agreements, franchises, trade names, trademarks, symbols, service marks, approvals, consents, permits, special permits, licenses and rights, whether governmental or otherwise, respecting the use, occupation, development, construction and/or operation of the Real Property or any part thereof or the activities conducted thereon or therein, or otherwise pertaining to the Real Property or any part thereof.

GRANTING CLAUSE FOURTEEN

All rights which Mortgagor now has or may hereafter acquire in and to Savings Account Number 4043924 and a Certificate of Deposit identified as Account Number 7600098, both of which are entitled "Page Field Medical Village Renovation Account" and established at The Community Bank of Naples.

GRANTING CLAUSE FIFTEEN

All proceeds, products, offspring, rents and profits from any of the foregoing, including without limitation, those from sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

This conveyance shall include and the lien, security interest and assignment created hereby shall encumber and extend to all other, further or additional title, estates, interest or rights which may exist now or at any time be acquired by Mortgagor in or to the real property demised under the Ground Lease creating a leasehold estate related to or covering all or any of the Mortgaged Property and including without limitation Mortgagor's rights, if any, to purchase the real property demised under the Ground Lease and, if fee simple title to any of such real property shall ever become vested in Mortgagor, such fee simple interest shall be encumbered by

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 10/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

this Mortgage in the same manner as if Mortgagor had fee simple title to such real property as of the date of execution hereof.

WITH RESPECT to any portion of the Mortgaged Property which is not real estate under the laws of the State of Florida, Mortgagor hereby grants, bargains, sells and conveys the same to Mortgagee for the purposes set forth hereunder and Mortgagee shall be vested with all rights, power and authority granted hereunder or by law to Mortgagee with respect thereto.

TO HAVE AND TO HOLD the above granted and described Mortgaged Property unto and to the use and benefit of Mortgagee and the successors and assigns of Mortgagee forever.

PROVIDED, HOWEVER, these presents are upon the express condition, if Mortgagor shall well and truly pay to Mortgagee the Indebtedness at the time and in the manner provided in the Note and this Mortgage and shall well and truly abide by and comply with each and every covenant and condition set forth herein, in the Note and in the other Loan Documents, these presents and the estate hereby granted shall cease, terminate and be void.

AND Mortgagor represents and warrants to and covenants and agrees with Mortgagee as follows:

PART I - DEFINITIONS

Unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, words used in this Mortgage shall be used interchangeably in singular or plural form.

As used in this Mortgage , the following terms shall have the meanings specified below:

"Bankruptcy Code" shall man the United States Bankruptcy Code (Title 11 of the United States Code).

"Mortgagee" shall mean Mortgagee or any subsequent holder of the Note.

"Event of Ground Lessee Bankruptcy" shall mean either of the following actions taken by or with respect to Mortgagor: (i) Mortgagor pursuant to or within the meaning of the Bankruptcy Code (x) commences a voluntary case, or (y) consents to the entry of an order for relief against it in an involuntary case; or (ii) a court of competent jurisdiction enters an order or decree under the Bankruptcy Code that is for relief against Mortgagor in an involuntary case.

"Event of Ground Lessor Bankruptcy" shall mean either of the following actions taken by or with respect to Ground Lessor: (i) Ground Lessor pursuant to or within the meaning of the Bankruptcy Code (x) commences a voluntary case, or (y) consents to the entry of an order for relief against it in an involuntary case; or (ii) a court of competent jurisdiction enters an order or decree under the Bankruptcy Code that is for relief against Ground Lessor in an involuntary case.

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 11/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

"Ground Lease" shall mean that certain Ground Lease between Lee County Port Authority, a special district and political subdivision of the State of Florida and John T. Conroy, Jr., Trustee of the Page Field Medical Village Land Trust, dated August 1, 2002, as amended.

"Ground Lessee" shall mean the lessee from time to time under the Ground Lease.

"Ground Lessee Default" shall mean a failure by Ground Lessee in making any payment of rent, additional rent or other sum of money payable by Ground Lessee to Ground Lessor under the Ground Lease if such failure remains uncured after the expiration of any applicable cure period provided in the Ground Lease, or a default by Ground Lessee in performing or observing any of the terms, covenants or conditions of the Ground Lease (other than the payments referred to in the first clause) required to be performed or observed by Ground Lessee and such default remains uncured after the expiration of any applicable cure period provided to Ground Lessee in the Ground Lease.

"Ground Lessor" shall mean the lessor from time to time under the Ground Lease.

"Ground Lessor Default" shall mean a default by Ground Lessor in performing or observing any of the terms, covenants or conditions of the Ground Lease required to be performed or observed by Ground Lessor.

"Guaranty" shall mean any Guaranty of Payment, Guaranty of Completion, Guaranty of Collection, Environmental Indemnity or any other guaranty or indemnity given at any time to or for the benefit of Mortgagee in connection with the Loan.

"Guarantor" shall mean any person giving or making any Guaranty.

"Leased Premises" shall mean the Land and any other real property leased by Mortgagor pursuant to the Ground Lease.

"Leasehold Estate" shall mean the Ground Lessee's interest in the Land and any other real property leased by Ground Lessee pursuant to the Ground Lease, including (i) all rights of Ground Lessee to renew or extend the term of the Ground Lease, (ii) all amounts deposited by Ground Lessee with Ground Lessor under the Ground Lease, (iii) Ground Lessee's right or privilege to terminate, cancel, surrender, modify or amend the Ground Lease, and (iv) all other options, privileges and rights granted and demised to Ground Lessee under the Ground Lease and all appurtenances with respect to the Ground Lease.

"Note" shall mean the Note or any other evidence of indebtedness secured by this Mortgage.

"Original Mortgagor" shall mean John T. Conroy, Jr., Trustee under land trust dated August 15, 2002 and named Page Field Medical Village Land Trust, a Florida land trust, but excluding any subsequent owners of the Mortgaged Property.

"Loan Commitment shall mean the loan application or loan commitment letter issued in connection with the Loan, as amended.

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 12/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

"Loan Documents" shall mean the Note, this Mortgage, the loan agreement, if any, between Mortgagor and Mortgagee, the security agreement, if any, between Mortgagor and Mortgagee, the Assignment of Leases and Rents, any reserve agreements between Mortgagor and Mortgagee, any escrow agreements between Mortgagor and Mortgagee, the assignment of contracts, if any, made by Mortgagor to Mortgagee, all Guaranties, if any, made to Mortgagee, any other deed of trust or mortgage securing the Note and any other agreement, instrument, affidavit or document executed by Mortgagor, any Guarantor or any indemnitor and delivered to Mortgagee in connection with the Loan.

"Person" shall include an individual, corporation, partnership, trust, unincorporated association, government, governmental authority or other entity.

"Mortgagor" shall mean Mortgagor and/or any subsequent owner or owners of the Mortgaged Property or any part thereof or interest therein.

Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

PART II - GENERAL PROVISIONS

1. **Payment of Indebtedness and Incorporation of Covenants, Conditions and Agreements**. Mortgagor shall pay the Indebtedness at the time and in the manner provided in the Note, this Mortgage and the other Loan Documents. All the covenants, conditions and agreements contained in the Note and the other Loan Documents are hereby made a part of this Mortgage to the same extent and with the same force as if fully set forth herein.

2. **Warranty of Title**. Mortgagor has good and marketable title to the Mortgaged Property pursuant to the terms and provisions of the Ground Lease; Mortgagor has the right to mortgage, give, grant, bargain, sell, alienate, enfeoff, convey, confirm, pledge, lease, assign, hypothecate and grant a security interest in the Mortgaged Property; Mortgagor possesses the Leasehold Estate; and Mortgagor owns the Mortgaged Property free and clear of all liens, encumbrances and charges whatsoever except those exceptions shown in the title insurance policy insuring the lien of this Mortgage (this Mortgage and the liens, encumbrances and charges shown as exceptions in such title policy, hereinafter collectively referred to as the "Permitted Encumbrances"). Mortgagor shall forever warrant, defend and preserve such title and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same to Mortgagee against the claims of all persons whomsoever.

3. **Insurance; Casualty**.

(a) Mortgagor, at its sole cost and expense, shall keep the Mortgaged Property insured during the term of this Mortgage for the mutual benefit of Mortgagor and Mortgagee against loss or damage by any peril covered by a standard "special perils" or "all risk of physical loss" insurance policy including, without limitation, riot and civil commotion, acts of terrorism, vandalism, malicious mischief, burglary, theft and mysterious disappearance in an amount (i) equal to at least one hundred percent (100%) of the then "full replacement cost" of the

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 13/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search
INSTR # 2006000463762 Page Number: 14 of 69

Improvements and Equipment, without deduction for physical depreciation and (ii) such that the insurer would not deem Mortgagor a coinsurer under such policies. The policies of insurance carried in accordance with this Paragraph 3 shall be paid annually in advance and shall contain the "Replacement Cost Endorsement" with a waiver of depreciation, and shall have a deductible no greater than $10,000 unless so agreed by Mortgagee. In addition, Mortgagee may, at its option, retain the services of a firm to monitor the policies of insurance for conformance with this Mortgage, the cost of which shall be borne by Mortgagor.

(b) Mortgagor, at its sole cost and expense, for the mutual benefit of Mortgagor and Mortgagee, shall also obtain and maintain during the term of this Mortgage the following policies of insurance:

(i) Flood insurance if any part of the Real Property is located in an area identified by the Secretary of Housing and Urban Development as an area having special flood hazards and in which flood insurance has been made available under the National Flood Insurance Act of 1968 (and any successor act thereto) in an amount at least equal to the outstanding principal amount of the Note or the maximum limit of coverage available with respect to the Improvements and Equipment under said Act, whichever is less.

(ii) Comprehensive public liability insurance, including broad form property damage, blanket contractual and personal injuries (including death resulting therefrom) coverages.

(iii) Rental loss insurance in an amount equal to at least one hundred percent (100%)of the aggregate annual amount of all rents and additional rents payable by all of the tenants under the Leases (whether or not such Leases are terminable in the event of a fire or casualty), such rental loss insurance to cover rental losses for a period of at least one (1) year after the date of the fire or casualty in question. The amount of such rental loss insurance shall be increased from time to time during the term of this Mortgage as and when new Leases and renewal Leases are entered into in accordance with the terms of this Mortgage, to reflect all increased rent and increased additional rent payable by all of the tenants under such renewal Leases and all rent and additional rent payable by all of the tenants under such new Leases.

(iv) Insurance against loss or damage from explosion of steam boilers, air conditioning equipment, high pressure piping, machinery and equipment, pressure vessels or similar apparatus now or hereafter installed in the Improvements.

(v) Such other insurance (including, without limitation, earthquake insurance) as may from time to time be reasonably required by Mortgagee in order to protect its interests or, in the event of a Secondary Market Transaction (as hereinafter defined), as required by the Rating Agencies (as hereinafter defined).

(c) All policies of insurance (the "Policies") required pursuant to this Paragraph 3 (i) shall be issued by an insurer satisfactory to Mortgagee (and, in the event of a Secondary Market Transaction, to the Rating Agencies), (ii) shall contain the standard New York

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 14/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

mortgagee non-contribution clause naming Mortgagee as the person to which all payments made by such insurance company shall be paid, (iii) shall be maintained throughout the term of this Mortgage without cost to Mortgagee, (iv) shall be delivered to Mortgagee, (v) shall contain such provisions as Mortgagee deems reasonably necessary or desirable to protect its interest including, without limitation, endorsements providing that neither Mortgagor, Mortgagee nor any other party shall be a co-insurer under such Policies and that Mortgagee shall receive at least thirty (30) days prior written notice of any modification or cancellation and (vi) shall be satisfactory in form and substance to Mortgagee (and, in the event of a Secondary Market Transaction, to the Rating Agencies) and shall be approved by Mortgagee (and, in the event of a Secondary Market Transaction, by the Rating Agencies) as to amounts, form, risk coverage, deductibles, loss payees and insureds. All amounts recoverable thereunder are hereby assigned to the Mortgagee. Not later than thirty (30) days prior to the expiration date of each of the Policies, Mortgagor will deliver to Mortgagee satisfactory evidence of the renewal of each of the Policies.

(d) If the Improvements shall be damaged or destroyed, in whole or in part, by fire or other casualty and the estimated cost of such damage or destruction exceeds $25,000.00, Mortgagor shall give prompt notice thereof to Mortgagee and prior to the making of any repairs thereto. Following the occurrence of fire or other casualty, Mortgagor, regardless of whether insurance proceeds are payable under the Policies or, if paid, are made available to Mortgagor by Mortgagee, shall promptly proceed with the repair, alteration, restoration, replacement or rebuilding of the Improvements as near as possible to their value, utility, condition and character prior to such damage or destruction. Such repairs, alterations, restoration, replacement and rebuilding are herein collectively referred to as the "Restoration". The Restoration shall be performed in accordance with the following provisions:

(i) Mortgagor shall procure, pay for and furnish to Mortgagee true copies of all required governmental permits, certificates and approvals with respect to the Restoration.

(ii) Mortgagor shall furnish Mortgagee, within thirty (30) days of the casualty, evidence reasonably satisfactory to Mortgagee of the cost to complete the Restoration.

(iii) If the Restoration involves structural work or the estimated cost to complete the Restoration exceeds five percent (5%) of the original principal amount of the Loan, the Restoration shall be conducted under the supervision of an architect (the "Architect") selected by Mortgagor and approved by Mortgagee (which approval shall not be unreasonably withheld), and no such Restoration shall be made except in accordance with detailed plans and specifications, detailed cost estimates and detailed work schedules approved by Mortgagee (which approval shall not be unreasonably withheld).

(iv) If the estimated cost of the Restoration shall exceed ten percent (10%) of the original principal amount of the Loan in the aggregate, at the request of Mortgagee, Mortgagor, before commencing any work, shall cause to be furnished to Mortgagee a surety bond or bonds, in form and substance reasonably satisfactory to

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 15/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

Mortgagee, naming Mortgagor and Mortgagee as co-obligees, in an amount that is not less than the estimated cost of the Restoration, issued by a surety company or companies reasonably satisfactory to Mortgagee.

(v) The Restoration shall be prosecuted to completion with all due diligence and in an expeditious and first class workmanlike manner and in compliance with all laws and other governmental requirements, all permits, certificates and approvals, all requirements of fire underwriters and all insurance policies then in force with respect to the Real Property.

(vi) At all times when any work is in progress, Mortgagor shall maintain all insurance then required by law or customary with respect to such work, and, prior to the commencement of any work, shall furnish to Mortgagee duplicate originals or certificates of the policies therefor.

(vii) Upon completion of the Restoration, Mortgagor shall obtain (A) any occupancy permit which may be required for the Improvements and (B) all other governmental permits, certificates and approvals and all permits, certificates and approvals of fire underwriters which are required for or with respect to the Restoration, and shall furnish true copies thereof to Mortgagee.

(viii) An Event of Default (as hereinafter defined) shall be deemed to have occurred under this Mortgage if Mortgagor, after having commenced demolition or construction of any Improvements, shall abandon such demolition or the construction work or shall fail to complete such demolition and construction within a reasonable time after the commencement thereof.

(e) Mortgagor and Mortgagee shall jointly adjust and settle all insurance claims, provided, however, if an Event of Default shall have occurred and be continuing, Mortgagee shall have the right to adjust and settle such claims without the prior consent of Mortgagor. In the event of any insured loss, the payment for such loss shall be made directly to Mortgagee. Any insurance proceeds payable under any of the Policies may, at the option of Mortgagee, be used in one or more of the following ways: (w) applied to the Indebtedness, whether such Indebtedness then be matured or unmatured (such application to be without prepayment fee or premium, except that if an Event of Default, or an event which with notice and/or the passage of time, or both, would constitute an Event of Default, has occurred and remains uncured, then such application shall be subject to the applicable premium computed in accordance with the Note), (x) used to fulfill any of the covenants contained herein as the Mortgagee may determine, (y) used to replace or restore the property to a condition satisfactory to the Mortgagee, or (z) released to the Mortgagor. Notwithstanding the foregoing, provided (i) not more than twenty percent (20%) of the gross area of any one building comprising the Improvements is directly affected by such damage, destruction or loss and the amount of the loss does not exceed twenty percent (20%) of the original principal amount of the Loan, (ii) no Event of Default or event that with the passage of time or giving of notice or both would constitute an Event of Default has occurred and then remains uncured, (iii) the insurer does not deny liability to any named insured, (iv) each major and/or anchor tenant (as determined by Mortgagee) whose Lease permits termination thereof as a result of such insured loss, agrees in writing to continue

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 16/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

its Lease, (v) rental loss insurance is available and in force and effect to offset in full any abatement of rent to which any tenant may be entitled as a result of such damage, destruction or loss, (vi) the remaining Improvements continue at all times to comply with all applicable building, zoning and other land use laws and regulations, (vii) in Mortgagee's judgment, the Restoration is practicable and can be completed within one (1) year after the damage, destruction or loss and at least one (1) year prior to the Maturity Date (as such term is defined in the Note) and (viii) rebuilding of the Improvements to substantially identical size, condition and use as existed prior to the casualty is permitted by all applicable laws and ordinances, then all of such proceeds shall be used for Restoration. Any application of insurance proceeds to the Indebtedness shall be to the unpaid installments of principal due under the Note in the inverse order of their maturity, such that the regular payments under the Note shall not be reduced or altered in any manner. In the event the above criteria are satisfied (including that no Event of Default or event that, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred hereunder, under the Note or other Loan Documents) or Mortgagee otherwise elects to allow the use of such proceeds for the Restoration, such proceeds shall be disbursed in accordance with the following provisions:

(i) Each request for an advance of insurance proceeds shall be made on seven (7) days' prior notice to Mortgagee and shall be accompanied by a certificate of the Architect, if one be required under Paragraph 3(d)(iii) above, otherwise by the trustee of the trust comprising the Mortgagor or executive officer or managing general partner or managing member of Mortgagor, stating (A) that all work completed to date has been performed in compliance with the approved plans and specifications and in accordance with all provisions of law, (B) the sum requested is properly required to reimburse Mortgagor for payments by Mortgagor to, or is properly due to, the contractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the Restoration (giving a brief description of such services and materials), and that when added to all sums, if any, previously disbursed by Mortgagee, does not exceed the value of the work done to the date of such certificate and (C) that the amount of such proceeds remaining in the hands of Mortgagee will be sufficient on completion of the work to pay the same in full (giving, in such reasonable detail as Mortgagee may require, an estimate of the cost of such completion).

(ii) Each request for an advance of insurance proceeds shall, to the extent permitted under applicable law, be accompanied by waivers of liens satisfactory to Mortgagee covering that part of the Restoration previously paid for, if any, and by a search prepared by a title company or by other evidence reasonably satisfactory to Mortgagee including without limitation a title endorsement satisfactory to Mortgagee if available in the state where the Real Property is located, that there has not been filed with respect to the Real Property any mechanic's lien or other lien or instrument and that there exist no encumbrances on or affecting the Real Property other than the Permitted Encumbrances or otherwise approved by Mortgagee. In addition to the foregoing, the request for the final advance shall be accompanied by (A) any final occupancy permit which may be required for the Improvements, (B) all other governmental permits, certificates and approvals and all other permits necessary for the occupancy and operation

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 17/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search
INSTR # 2006000463762 Page Number: 18 of 69

of the Real Property, (C) Tenant estoppels from tenants whose space was affected and (D) final lien waivers from all contractors, subcontractors and materialmen.

(iii) No advance of insurance proceeds shall be made if there exists an Event of Default or event which with the passage of time or the giving of notice or both would constitute an Event of Default.

(iv) If the cost of the Restoration (as reasonably estimated by Mortgagee) at any time shall exceed the amount of the insurance proceeds available therefor, insurance proceeds shall not be advanced until Mortgagor, before commencing the Restoration or continuing the Restoration, as the case may be, shall deposit the full amount of the deficiency (or other assurances reasonably satisfactory to Mortgagee) with Mortgagee and the amount so deposited shall first be applied toward the cost of the Restoration before any portion of the insurance proceeds is disbursed for such purpose.

Upon completion of the Restoration and payment in full therefor, or upon failure on the part of Mortgagor promptly to commence or diligently to continue the Restoration, or at any time upon request by Mortgagor, Mortgagee may apply the amount of any such proceeds then or thereafter in the hands of Mortgagee to the payment of the Indebtedness; provided, however, that nothing herein contained shall prevent Mortgagee from applying at any time the whole or any part of such proceeds to the curing of any default that has not been cured within the applicable cure period under this Mortgage, the Note or any other Loan Document.

(f) Insurance proceeds and any additional funds deposited by Mortgagor with Mortgagee shall constitute additional security for the Indebtedness. Mortgagor shall execute, deliver, file and/or record, at its expense, such documents and instruments as Mortgagee deems necessary or advisable to grant to Mortgagee a perfected, first priority security interest in the insurance proceeds and such additional funds. If Mortgagee elects to have the insurance proceeds applied to Restoration, (i) the insurance proceeds shall be, at Mortgagee's election, disbursed in installments by Mortgagee or by a disbursing agent ("Depository") selected by Mortgagee and whose fees and expenses shall be paid by Mortgagor in the manner provided in Paragraph 3(e) above and (ii) all costs and expenses incurred by Mortgagee in connection with the Restoration, including, without limitation, reasonable counsel fees and costs, shall be paid by Mortgagor.

4. Payment of Taxes, Etc.

(a) Mortgagor shall pay all taxes, assessments, water rates and sewer rents, now or hereafter levied or assessed or imposed against the Mortgaged Property or any part thereof (the "Taxes") and all ground rents, maintenance charges, other governmental impositions, and other charges, including, without limitation, vault charges and license fees (collectively, "Other Charges") for the use of vaults, chutes and similar areas adjoining the Real Property, as same become due and payable. Mortgagor will deliver to Mortgagee, promptly upon Mortgagee's request, evidence satisfactory to Mortgagee that the Taxes and Other Charges have been so paid and are not then delinquent. Mortgagor shall not suffer or permit any lien or charge (including, without limitation, any mechanic's lien) against all or any part of the Mortgaged Property and Mortgagor shall promptly cause to be paid and discharged any lien or charge

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 18/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

whatsoever which may be or become a lien or charge against the Mortgaged Property. Mortgagor shall promptly pay for all utility services provided to the Mortgaged Property. In addition, Mortgagee may, at its option, retain the services of a firm to monitor the payment of Taxes, the cost of which shall be borne by Mortgagor.

(b) Notwithstanding the provisions of subparagraph (a) of this Paragraph 4, Mortgagor shall have the right to contest in good faith the amount or validity of any such Taxes, liens or Other Charges (including, without limitation, tax liens and mechanics' liens) referred to in subparagraph (a) above by appropriate legal proceedings and in accordance with all applicable law, after notice to, but without cost or expense to, Mortgagee, provided that (i) no Event of Default or event that, with the passage of time or giving of notice or both, would constitute an Event of Default has occurred and is continuing, (ii) Mortgagor pays such Taxes, liens or Other Charges as same become due and payable, unless Mortgagor delivers evidence satisfactory to Mortgagee that, as a result of Mortgagor's contest, Mortgagor's obligation to pay such Taxes, liens or Other Charges has been deferred by the appropriate governmental authority, in which event, Mortgagor may defer such payment of such Taxes, liens or Other Charges until the date specified by such governmental authority, (iii) such contest shall be promptly and diligently prosecuted by and at the expense of Mortgagor, (iv) Mortgagee shall not thereby suffer any civil penalty, or be subjected to any criminal penalties or sanctions, (v) such contest shall be discontinued and such Taxes, liens or Other Charges promptly paid if at any time all or any part of the Mortgaged Property shall be in imminent danger of being foreclosed, sold, forfeited or otherwise lost or if the title, lien and security interest created by this Mortgage or the priority thereof shall be in imminent danger of being impaired, (vi) Mortgagor shall have set aside adequate reserves (in Mortgagee's judgment) for the payment of such Taxes, liens or Other Charges, together with all interest and penalties thereon and (vii) Mortgagor shall have furnished such security as may be required in the proceeding or as may be requested by Mortgagee, to insure the payment of any such Taxes, liens or Other Charges, together with all interest and penalties thereon.

5. **Reserve Fund**.

(a) Tax and Insurance Fund. Mortgagor shall pay to Mortgagee on the first day of each calendar month such amounts as Mortgagee from time to time estimates to be sufficient to create and maintain a reserve fund from which (i) to pay the Taxes and Other Charges, at least thirty (30) days prior to the date they are due without the payment of any penalties or interest, and (ii) to pay, at least thirty (30) days prior to their due date for the renewal of the coverage afforded by the Policies upon the expiration thereof, the insurance premiums for the Policies estimated by Mortgagee to be payable on such due date, (said amounts in (i) and (ii) above hereafter called the "Tax and Insurance Fund").

The foregoing provisions of this subparagraph (a) to the contrary notwithstanding, Mortgagee shall suspend the requirement that the Mortgagor fund and maintain a reserve fund for insurance premiums for the Policies as long as all of the following conditions remain satisfied: (i) no Event of Default shall have occurred and remain uncured, (ii) Original Mortgagor is and remains at all times the owner of the Mortgaged Property and (iii) the Mortgagor complies with all obligations in this Mortgage and the other Loan Documents regarding insurance, including without limitation providing Mortgagee with timely evidence (1)

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 19/69

that the required insurance coverage is in place and in full force and effect for the Mortgaged Property and is never suspended nor are payments for insurance premiums ever delinquent, and (2) that all insurance premiums are paid in full.

The foregoing provisions of this subparagraph (a) to the contrary notwithstanding, Mortgagee shall suspend the requirement that the Mortgagor fund and maintain a reserve fund for Taxes and Other Charges as long as all of the following conditions remain satisfied: (i) no Event of Default shall have occurred and remain uncured, (ii) Original Mortgagor is and remains at all times the owner of the Mortgaged Property, (iii) the Mortgagor pays all Taxes and Other Charges at least thirty (30) days prior to the date they are due and prior to the assessment of any penalties or interest, (iv) the Mortgagor provides Mortgagee with timely evidence that all Taxes and Other Charges have been paid by providing Mortgagee with official tax bills and receipts within thirty (30) days after payment, (v) the Lease (the "Lee Memorial Lease") with Lee Memorial Health System ("Lee Memorial") demises the entire Improvements, (vi) the Lee Memorial Lease remains in full force and effect and obligates Lee Memorial to pay all Taxes and Other Charges, (vii) Lee Memorial is not in default under the Lee Memorial Lease and (viii) Lee Memorial has a rating by Moody's of at least BBB and by Standard and Poor's of at least BBB.

(b) Replacement Reserve Fund. If required by Mortgagee, Mortgagor shall enter into a Replacement Reserve Agreement which shall require Mortgagor to pay to Mortgagee on the first day of each calendar month one twelfth (1/12) of the amount reasonably estimated by Mortgagee to be due for the replacements and capital repairs required to be made to the Mortgaged Property during each calendar year (the "Replacement Reserve Fund"). Mortgagee shall make disbursements from the Replacement Reserve Fund for items specified in the Replacement Reserve Agreement as set forth in such Agreement. Mortgagee may require an inspection of the Mortgaged Property prior to making a disbursement in order to verify completion of replacements and repairs. Mortgagee reserves the right to make any disbursement from the Replacement Reserve Fund directly to the party furnishing materials and/or services.

The foregoing provisions of this subparagraph (b) to the contrary notwithstanding, Mortgagee shall suspend the requirement that Mortgagor fund and maintain a reserve fund for capital repairs and replacements to the Mortgaged Property as long as all as all of the following conditions remain satisfied: (i) no Event of Default shall have occurred and remain uncured, (ii) Original Mortgagor is and remains at all times the owner of the Mortgaged Property and (iii) Mortgagor complies with all obligations in this Mortgage and the other Loan Documents regarding maintaining the Mortgaged Property, including without limitation maintaining the Mortgaged Property in good order and repair.

(c) Repair and Remediation Reserve Fund. [Intentionally Deleted].

The amounts in (a), (b) and (c) above shall hereinafter be collectively called the "Reserve Fund". Mortgagor hereby pledges to Mortgagee any and all monies now or hereafter deposited as the Reserve Fund as additional security for the payment of the Indebtedness. Mortgagee may apply the Reserve Fund to payments of Taxes, Other Charges, insurance premiums and, as applicable, payments for replacements and capital repairs, tenant improvements and leasing commissions and repairs and remediations required to be made by

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

Mortgagor pursuant to the terms hereof or pursuant to the terms of any other Loan Documents (even though subsequent owners of the Mortgaged Property may benefit thereby); provided, however, if there is an Event of Default which is continuing, then Mortgagee may credit such Reserve Fund against the Indebtedness in such priority and proportions as Mortgagee in its discretion shall deem proper. If the Reserve Fund is not sufficient to fully pay for the Taxes, Other Charges and/or the insurance premiums or, as applicable, amounts for replacements and capital repairs, tenant improvements and leasing commissions and repairs and remediation when due, Mortgagor shall promptly pay to Mortgagee, upon demand, an amount which Mortgagee shall estimate as sufficient to make up the deficiency. The Reserve Fund shall not constitute a trust fund and may be commingled with other monies held by Mortgagee. No earnings or interest on the Reserve Fund shall be payable to Mortgagor.

6. **Condemnation**. Mortgagor shall promptly give Mortgagee written notice of the actual or threatened commencement of any condemnation or eminent domain proceeding and shall deliver to Mortgagee copies of any and all papers served in connection with such proceedings. Following the occurrence of a condemnation, Mortgagor, regardless of whether an award is available, shall promptly proceed to restore, repair, replace or rebuild the Improvements to the extent practicable to be of at least equal value and of substantially the same character as prior to such condemnation, all to be effected in accordance with applicable law. Notwithstanding any taking by any public or quasi-public authority through eminent domain or otherwise (including but not limited to any transfer made in lieu of or in anticipation of the exercise of such taking), Mortgagor shall continue to pay the Indebtedness at the time and in the manner provided for its payment in the Note, in this Mortgage and the other Loan Documents and the Indebtedness shall not be reduced until any award or payment therefor shall have been actually received after expenses of collection and applied by Mortgagee to the discharge of the Indebtedness. Mortgagor shall cause the award or payment made in any condemnation or eminent domain proceeding, which is payable to Mortgagor, to be paid directly to Mortgagee. Mortgagee may, at Mortgagee's election, use the award in any one or more of the following ways: (a) apply any such award or payment (for purposes of this Paragraph 6, the award or payment that may be made in any condemnation or eminent domain proceeding shall mean the entire award allocated to Mortgagor in any capacity) to the discharge of the Indebtedness whether or not then due and payable (such application to be without prepayment fee or premium, except that if an Event of Default, or an event which with notice and/or the passage of time, or both, would constitute an Event of Default, has occurred, then such application shall be subject to the applicable premium computed in accordance with the Note), (b) use the same or any part thereof to fulfill any of the covenants contained herein as the Mortgagee may determine, (c) use the same or any part thereof to replace or restore the Mortgaged Property to a condition satisfactory to the Mortgagee, or (d) release the same to the Mortgagor. If the Mortgaged Property is sold, through foreclosure or otherwise, prior to the receipt by Mortgagee of such award or payment, Mortgagee shall have the right, whether or not a deficiency judgment on the Note shall have been sought, recovered or denied, to receive said award or payment or a portion thereof sufficient to pay the Indebtedness.

7. **Leases and Rents**.

(a) Mortgagor does hereby absolutely and unconditionally assign to Mortgagee its right, title and interest in all current and future Leases and Rents and all proceeds

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from the sale, cancellation, surrender or other disposition of the Leases, it being intended by Mortgagor that this assignment constitutes a present, absolute assignment and not an assignment for additional security only. Such assignment to Mortgagee shall not be construed to bind Mortgagee to the performance of any of the covenants, conditions or provisions contained in any such Lease or otherwise to impose any obligation upon Mortgagee. Mortgagor agrees to execute and deliver to Mortgagee such additional instruments in form and substance satisfactory to Mortgagee, as may hereafter be requested by Mortgagee to further evidence and confirm such assignment. Nevertheless, subject to the terms of this Paragraph 7, Mortgagee grants to Mortgagor a revocable license to operate and manage the Mortgaged Property and to collect the Rents. Mortgagor shall hold the Rents, or a portion thereof sufficient to discharge all current sums due on the Indebtedness, in trust for the benefit of Mortgagee for use in the payment of such sums. The grant of the foregoing license is subject to the provisions of Paragraph 1 of the separate Amended and Restated Assignment of Leases and Rents of even date herewith granted by the Mortgagor as "Assignor" to the Mortgagee as "Assignee" with respect to the Mortgaged Property ("Assignment of Leases and Rents"). Upon the occurrence of an Event of Default, the license granted to Mortgagor herein shall be automatically revoked and Mortgagee shall immediately be entitled to possession of all Rents, whether or not Mortgagee enters upon or takes control of the Mortgaged Property. Mortgagee is hereby granted and assigned by Mortgagor the right, at its option, upon the revocation of the license granted herein to enter upon the Mortgaged Property in person, by agent or by court-appointed receiver to collect the Rents. Any Rents collected after the revocation of the license herein granted may be applied toward payment of the Indebtedness in such priority and proportion as Mortgagee in its discretion shall deem proper. It is further the intent of Mortgagor and Mortgagee that the Rents hereby absolutely assigned are no longer, during the term of this Mortgage, property of Mortgagor or property of any estate of Mortgagor as defined in Section 541 of the Bankruptcy Code and shall not constitute collateral, cash or otherwise, of Mortgagor. The term "Rents" as used herein shall mean the gross rents without deduction or offsets of any kind.

(b) All Leases executed after the date of this Mortgage shall provide that they are subordinate to this Mortgage and that the lessee agrees to attorn to Mortgagee; provided, however, that nothing herein shall affect Mortgagee's right to designate from time to time any one or more Leases as being superior to this Mortgage and Mortgagor shall execute and deliver to Mortgagee and shall cause to be executed and delivered to Mortgagee from each tenant under such Lease any instrument or agreement as Mortgagee may deem necessary to make such Lease superior to this Mortgage. Upon request, Mortgagor shall promptly furnish Mortgagee with executed copies of all Leases.

(c) Mortgagor shall not, without the prior consent of Mortgagee, (i) lease all or any part of the Mortgaged Property, (ii) materially alter or change the terms of any Lease or cancel or terminate, abridge or otherwise materially modify the terms of any Lease, (iii) consent to any assignment of or subletting under any Lease not in accordance with its terms, (iv) cancel, terminate, abridge or otherwise materially modify any guaranty of any Lease or the terms thereof, (v) collect or accept prepayments of installments of Rents for a period of more than one (1) month in advance or (vi) further assign the whole or any part of the Leases or the Rents.

(d) With respect to each Lease, Mortgagor shall (i) observe and perform each and every provision thereof on the lessor's part to be fulfilled or performed under

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

each Lease and not do or permit to be done anything to impair the value of the Leases as security for the Loan, including surrender or voluntary termination of any Lease, (ii) promptly send to Mortgagee copies of all notices of default which Mortgagor shall send or receive thereunder, (iii) enforce all of the terms, covenants and conditions contained in such Lease upon the lessee's part to be performed, short of termination thereof, (iv) execute and deliver, at the request of Mortgagee, all such further assurances, confirmations and assignments in connection with the Mortgaged Property as Mortgagee shall, from time to time, require, (v) upon request, furnish Mortgagee with executed copies of all Leases and (vi) comply with and enforce, for the benefit of any tenant of the Mortgaged Property, all use restrictions applicable to the Mortgaged Property or any shopping center of which the Mortgaged Property is a part. Upon the occurrence of any Event of Default under this Mortgage, Mortgagor shall pay monthly in advance to Mortgagee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupation of the Mortgaged Property or part of the Mortgaged Property as may be occupied by Mortgagor and upon default in any such payment Mortgagor shall vacate and surrender possession of the Mortgaged Property to Mortgagee or to such receiver and, in default thereof, Mortgagor may be evicted by summary proceedings or otherwise.

(e) All cash security deposits of tenants shall be deposited by Mortgagor at such commercial or savings bank or banks as may be reasonably satisfactory to Mortgagee. Any bond or other instrument which Mortgagor is permitted to hold in lieu of cash security deposits under any applicable legal requirements shall be maintained in full force and effect in the full amount of such deposits unless replaced by cash deposits as hereinabove described, shall be issued by an institution reasonably satisfactory to Mortgagee, shall, if permitted pursuant to any legal requirements, name Mortgagee as payee or Mortgagee thereunder (or at Mortgagee's option, be fully assignable to Mortgagee) and shall, in all respects, comply with any applicable legal requirements and otherwise be reasonably satisfactory to Mortgagee. Mortgagor shall, upon request, provide Mortgagee with evidence reasonably satisfactory to Mortgagee of Mortgagor's compliance with the foregoing. Following the occurrence and during the continuance of any Event of Default, Mortgagor shall, upon Mortgagee's request, if permitted by any applicable legal requirements, turn over to Mortgagee the security deposits (and any interest theretofore earned thereon) with respect to all or any portion of the Mortgaged Property, to be held by Mortgagee subject to the terms of the Leases.

8. **Maintenance and Use of Mortgaged Property**. Mortgagor shall, at its sole cost and expense, keep and maintain the Mortgaged Property, including, without limitation, parking lots and recreational and landscaped portions thereof, if any, in good order and condition. The Improvements and the Equipment shall not be diminished, removed, demolished or materially altered (except for normal replacement of Equipment) and Mortgagor shall not erect any new buildings, structures or building additions on the Mortgaged Property without the prior consent of Mortgagee. So long as no Event of Default shall have occurred and be continuing, Mortgagor shall have the right at any time and from time to time after providing Mortgagee with written notice to make or cause to be made reasonable alterations of and additions to the Mortgaged Property or any part thereof, provided that any alteration or addition (i) shall not change the general character of the Mortgaged Property or reduce the fair market value thereof below its value immediately before such alteration or addition, or impair the usefulness of the Mortgaged Property, (ii) is effected with due diligence, in a good and

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

workmanlike manner and in compliance with all applicable laws and with all provisions of any insurance policy covering or applicable to the Mortgaged Property and all requirements of the issuers thereof, (iii) is promptly and fully paid for, or caused to be paid for, by Mortgagor, (iv) the estimated cost of such alteration or addition does not exceed five percent (5%) of the original principal amount of the Loan, (v) is made under the supervision of a qualified architect or engineer, (vi) shall not violate the terms of any Leases, and (vii) upon completion, Mortgagor shall provide Mortgagee with (aa) a satisfactory final improvement survey if the footprint of the building has been altered, (bb) any final occupancy permit which may be required for the Improvements, (cc) all other governmental permits, certificates and approvals and all other permits, certificates and approvals of fire underwriters which are required with respect to the alterations and additions and the use and occupancy thereof, and shall furnish true copies thereof to Mortgagee, and (dd) final lien waivers from all contractors, subcontractors and materialmen. Mortgagor shall promptly comply with all laws, orders and ordinances affecting the Mortgaged Property, or the use thereof, provided, however, that nothing in the foregoing clause shall require Mortgagor to comply with any such law, order or ordinance so long as Mortgagor shall in good faith, after notice to, but without cost or expense to, Mortgagee, contest the validity of such law, order or ordinance by appropriate legal proceedings and in accordance with all applicable law, which proceedings must operate to prevent (i) the enforcement thereof, (ii) the payment of any fine, charge or penalty, (iii) the sale or forfeiture of the Mortgaged Property or any part thereof, (iv) the lien of this Mortgage and the priority thereof from being impaired, (v) the imposition of criminal liability on Mortgagee and (vi) the imposition, unless stayed, of civil liability on Mortgagee; provided that during such contest Mortgagor shall, at the option of Mortgagee, provide cash, bonds or other security satisfactory to Mortgagee, indemnifying and protecting Mortgagee against any liability, loss or injury by reason of such non-compliance or contest, and provided further, that such contest shall be promptly and diligently prosecuted by and at the expense of Mortgagor. Mortgagor shall promptly, at its sole cost and expense, repair, replace or rebuild any part of the Mortgaged Property which may be destroyed by any casualty, or become damaged, worn or dilapidated. Mortgagor shall not commit any waste at the Mortgaged Property. Mortgagor shall not initiate, join in, acquiesce in or consent to any change in any private restrictive covenant, zoning law or other public or private restriction, limiting or defining the uses which may be made of the Mortgaged Property or any part thereof. If under applicable zoning provisions the use of all or any portion of the Mortgaged Property is or shall become a nonconforming use, Mortgagor will not cause or permit such nonconforming use to be discontinued or abandoned without the express consent of Mortgagee. Mortgagor covenants and agrees that it shall operate the Mortgaged Property at all times as a first-class medical office building. Mortgagor will comply with and enforce all covenants, conditions and restrictions (including use restrictions) encumbering or benefiting the Mortgaged Property.

9. Transfer or Encumbrance of the Mortgaged Property or Interests in the Mortgagor; Other Indebtedness.

(a) Mortgagor acknowledges that Mortgagee has examined and relied on the creditworthiness and experience of Mortgagor in owning and operating properties such as the Mortgaged Property in agreeing to make the Loan, and that Mortgagee will continue to rely on Mortgagor's ownership of the Mortgaged Property as a means of maintaining the value of the Mortgaged Property as security for repayment of the Indebtedness. Mortgagor acknowledges

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

that Mortgagee has a valid interest in maintaining the value of the Mortgaged Property so as to ensure that, should Mortgagor default in the repayment of the Indebtedness, Mortgagee can recover the Indebtedness by a sale of the Mortgaged Property. Mortgagor shall not, without the prior written consent of Mortgagee, sell, convey, alienate, mortgage, encumber, pledge or otherwise transfer in trust or otherwise the Mortgaged Property or any part thereof or interest therein, or permit the Mortgaged Property or any part thereof to be sold, conveyed, alienated, mortgaged, encumbered, pledged or otherwise transferred.

(b) A sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer within the meaning of this Paragraph 9 shall be deemed to include (i) an installment sales agreement wherein Mortgagor agrees to sell the Mortgaged Property or any part thereof for a price to be paid in installments, (ii) an agreement by Mortgagor leasing all or a substantial part of the Mortgaged Property for other than actual occupancy by a space tenant thereunder or a sale, assignment or other transfer of, or the grant of a security interest in, Mortgagor's right, title and interest in and to any Leases or any Rents, (iii) if Mortgagor, any guarantor of Non-Recourse Carveout Obligations (as hereinafter defined), any other guarantor, any indemnitor of environmental liabilities or any general partner or managing member of Mortgagor or if any such guarantor or indemnitor is a corporation, the voluntary or involuntary sale, assignment, conveyance or transfer of such corporation's stock (or the stock of any corporation directly or indirectly controlling such corporation by operation of law or otherwise) or the creation or issuance of new stock in one or a series of transactions by which an aggregate of more than ten percent (10%) of such corporation's stock shall be vested in a party or parties who are not now stockholders or any change in the control of such corporation, (iv) if Mortgagor, any guarantor of Non-Recourse Carveout Obligations, any other guarantor, any indemnitor of environmental liabilities or any general partner or managing member of Mortgagor or any such guarantor or indemnitor is a limited or general partnership, joint venture or limited liability company, the change, removal, resignation or addition of a general partner, managing partner, limited partner, joint venturer or member or the transfer of the partnership interest of any general partner, managing partner or limited partner or the transfer of the interest of any joint venturer or member, (v) if Mortgagor is a land trust, the change, removal, resignation or addition of a trustee of the trust or a change in the ownership of the beneficial ownership of the trust, and (v) if Mortgagor, any guarantor of Non-Recourse Carveout Obligations or any other guarantor or any indemnitor of environmental liabilities, is an entity, whether one of the above-mentioned entities or not, any change in the ownership or control of such entity, any merger, consolidation or dissolution or syndication affecting such entity, or the transfer, sale, assignment or pledge of any interest in such entity or in any person, directly or indirectly, controlling such entity or in any general partner or managing member thereof, whether at one time or in a series of related transactions.

(b-1) Notwithstanding the foregoing, as long as all of the Internal Transfer Conditions (as defined below) are satisfied, the substitution of a new trustee within 20 days after the death of the existing trustee under the land trust comprising the Original Mortgage (an "Internal Transfer") shall not require the Mortgagee's consent. The term "Internal Transfer Conditions" shall mean that all of the following conditions are satisfied prior to and/or after each Internal Transfer: (1) no Event of Default shall have occurred; (2) Original Mortgagor shall be and remain the owner of the Mortgaged Property; (3) the substitute trustee's experience,

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

creditworthiness and ability to perform the obligations of the trustee under the land trust comprising the Original Mortgagor are acceptable to Mortgagee in its sole discretion; (4) Original Mortgagor shall provide to Mortgagee prior written notice of the Internal Transfer together with a diagram showing the structure of Original Mortgagor and all of its beneficiaries after the contemplated Internal Transfer and an administrative fee of $5,000, which shall be deemed fully earned upon receipt; and (5) Original Mortgagor shall pay all fees and costs in connection with the transaction, including without limitation, Mortgagee's reasonable attorneys' fees.

(c) Mortgagee shall not be required to demonstrate any actual impairment of its security or any increased risk of default hereunder in order to declare the Indebtedness immediately due and payable upon Mortgagor's sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property without Mortgagee's consent. This provision shall apply to every sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer in trust or otherwise of the Mortgaged Property regardless of whether voluntary or not, or whether or not Mortgagee has consented to any previous sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property.

(d) Mortgagee's consent to a sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property or any other action described in this Paragraph 9 shall not be deemed to be a waiver of Mortgagee's right to require such consent to any future occurrence of same. Any sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer of the Mortgaged Property or other action made in contravention of this Paragraph 9 shall be null and void and of no force and effect.

(e) Mortgagor agrees to bear and shall pay or reimburse Mortgagee on demand for all reasonable expenses (including, without limitation, reasonable attorneys' fees and disbursements, title search costs and title insurance endorsement premiums) incurred by Mortgagee in connection with the review, approval and documentation of any such sale, conveyance, alienation, mortgage, encumbrance, pledge or transfer in trust or otherwise.

(f) Notwithstanding the foregoing, Mortgagee shall permit a two-time sale or transfer of the Mortgaged Property, provided that:

(i) no Event of Default or event which with the giving of notice or passage of time would constitute an Event of Default shall have occurred and remain uncured;

(ii) the proposed transferee ("Transferee"), the guarantors of Non-Recourse Carveout Obligations, any other guarantors, and the indemnitors of environmental liabilities shall be reputable entities or persons of good character, creditworthy, with sufficient financial worth considering the obligations assumed and undertaken, as evidenced by financial statements and other information reasonably requested by Mortgagee;

(iii) the Transferee and its property manager shall have sufficient experience in the ownership and management of properties similar to the Mortgaged

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 26/69

Property, and Mortgagee shall be provided with reasonable evidence thereof (and Mortgagee reserves the right to approve the Transferee without approving the substitution of the property manager);

(iv) Mortgagee has received a written request for approval from the Mortgagor at least sixty (60) days prior to the proposed transfer (including a description of the proposed terms of the transfer), together with a diagram showing the legal structure of the Transferee, the proposed guarantors of Non-Recourse Carveout Obligations, any other proposed guarantors, and the proposed indemnitors of environmental liabilities and all of the constituent entities of each, after the contemplated transfer, and a list of the names, types of interests and ownership percentages of all persons to have ownership interests in any of the foregoing or any constituent entity thereof, financial statements for all such entities and an administrative fee of $5,000, which shall be deemed fully earned on the date of receipt and shall be retained by Mortgagee regardless of whether or not the transfer occurs and whether or not approval is given;

(v) Mortgagee and its counsel have received (aa) certification from Mortgagor and the Transferee that the proposed terms of the transfer described in subparagraph 9(f)(iv) are the actual terms of the transfer, (bb) evidence of casualty insurance and other applicable insurance, (cc) all corporate, partnership or other entity documents and (dd) all other certificates, legal opinions, title materials and other documents which Mortgagee may require, all in form and substance satisfactory to Mortgagee, at least thirty (30) days prior to the proposed transfer;

(vi) Mortgagee be provided satisfactory evidence concerning the effect of any change in the real estate taxes to result from the sale and the effect of such change on the ability of the Mortgaged Property to generate a cash flow sufficient to pay the debt service on the Loan and to maintain a debt service coverage ratio satisfactory to Mortgagee;

(vii) to the extent applicable, Mortgagee shall have received in writing evidence from the Rating Agencies to the effect that such transfer will not result in a re-qualification, reduction or withdrawal of any rating initially assigned or to be assigned in a Secondary Market Transaction together with such legal opinions as may be requested by the Rating Agencies. The term "Rating Agencies" as used herein shall mean each of Standard & Poor's Ratings Group, Moody's Investors Service, Inc., Duff & Phelps Credit Rating Co., Fitch Investors Service, Inc. or any other nationally-recognized statistical rating agency who shall then be rating the certificates or securities issued in connection with the Secondary Market Transaction;

(viii) the Transferee and its constituent entities shall comply with all of the single asset entity requirements set forth in Paragraph 19 hereof;

(ix) the Transferee shall have executed and delivered to Mortgagee an assumption agreement in form and substance acceptable to Mortgagee, evidencing such Transferee's agreement to abide and be bound by the terms of the Note, this Mortgage and the other Loan Documents, together with an executed guaranty of Non-Recourse

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

Carveout Obligations and any other guaranty from an approved guarantor and an executed separate environmental indemnity agreement from an approved indemnitor, both in form and substance acceptable to Mortgagee, other documentation as Mortgagee may reasonably require, and such legal opinions and title insurance endorsements as may be reasonably requested by Mortgagee;

(x) Mortgagee shall have received an assumption fee equal to one percent (1%) of the then unpaid principal balance of the Note (against which the administrative fee shall be credited) in addition to the payment of all costs and expenses incurred by Mortgagee in connection with such assumption (including reasonable attorney's fees and costs); and

(xi) the Transferee shall be able to make the representations and warranties set forth in Paragraph 18(h) of this Mortgage.

In the event all of the foregoing conditions are satisfied and Mortgagee consents to the sale or transfer, Mortgagee agrees to release (aa) the transferor Mortgagor and the prior guarantors of Non-Recourse Carveout Obligations with respect to matters first arising solely after the transfer, and (bb) the prior indemnitors of environmental liabilities with respect to a presence and/or release which first occurs solely after the transfer; provided, however, the transferor Mortgagor, the prior guarantors and the prior indemnitors, respectively, shall have the burden of proving that all the conditions in this Paragraph 9 (including, without limitation, the time as to which matters described herein arose) were satisfied by clear and convincing evidence and shall continue to defend with counsel satisfactory to Mortgagee and shall indemnify and hold Mortgagee harmless for all matters set forth in Paragraph 39 and in the Non-Recourse Carveout Obligations unless and until a court of competent jurisdiction finds that such transferor Mortgagor, prior guarantors or prior indemnitors, respectively, met such burden.

(g) Mortgagor has not incurred and will not incur any indebtedness, secured or unsecured, other than the Loan and debt (i) incurred in the ordinary course of business to vendors and suppliers of services to the Mortgaged Property, (ii) not secured by the Mortgaged Property, or any portion thereof, or by interests in the Mortgagor or any constituent entity thereof, and (iii) not accompanied by any rights to control or to obtain control of the Mortgagor or any constituent entity thereof. No indebtedness other than the Loan may be secured (subordinate or pari passu) by the Mortgaged Property, or any portion thereof, or by interests in the Mortgagor or any constituent entity thereof.

(h) Notwithstanding the foregoing provisions of this Paragraph 9, Mortgagee shall permit, on a one-time basis, Original Mortgagor to incur financing (the "Permitted Secured Subordinate Financing") secured by a lien encumbering Mortgagor's interest in the Mortgaged Property subordinate in all respects to the Loan, the Note, this Mortgage and the other Loan Documents provided that the following conditions are satisfied:

(i) No default exists under the Loan Documents;

(ii) Mortgagor hereby covenants and agrees that no payments shall be made to the holder of the Permitted Secured Subordinate Financing (the "Subordinate

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

Lender") during any period in which a monetary default exists under the Loan Documents;

(iii) the Permitted Secured Subordinate Financing shall be secured by a single mortgage and shall be the only indebtedness secured by any portion of the Mortgaged Property other than the Loan;

(iv) the Permitted Secured Subordinate Financing, by its terms, shall be and remain completely subject and subordinate to this Mortgage and the other Loan Documents and any extensions, modifications and amendments thereof, and to any subsequent advances made by the Mortgagee, whether obligatory or optional;

(v) the Permitted Secured Subordinate Financing shall not violate the terms of any Leases, and by its terms, shall be and remain subordinate to all present and future Leases, and shall, by its terms, prohibit the Subordinate Lender from joining any tenants under Leases in any foreclosure action it may institute;

(vi) a default under the Permitted Secured Subordinate Financing shall constitute an Event of Default;

(vii) the Permitted Secured Subordinate Financing shall have a maturity date coterminous with or occurring after the maturity date of the Loan;

(viii) the Subordinate Lender shall be a regulated financial institution acceptable to Mortgagee;

(ix) the Permitted Secured Subordinate Financing shall accrue interest at a fixed rate, with a constant amortization, and all payments required thereunder shall be on a current basis with no accruals for interest or additional principal or advances;

(x) the Permitted Secured Subordinate Financing must not be given in satisfaction of or to evidence any judgments or claims against the Mortgagor or any of its partners, members, constituent entities or affiliates;

(xi) the Permitted Secured Subordinate Financing shall not be cross-defaulted or cross-collateralized with any loans encumbering any collateral other than the Mortgaged Property;

(xii) the Subordinate Lender shall not be in any way affiliated with the Mortgagor;

(xiii) the debt service coverage ratio for the combined loan payments of the Permitted Secured Subordinate Financing and the Loan shall not result in a debt service coverage ratio of less than 1.25 to 1, based on the amortization schedule of the Loan and calculated by Mortgagee in its sole discretion, and the loan-to-value ratio for

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 29/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search
INSTR # 2006000463762 Page Number: 30 of 69

the combined Permitted Secured Subordinate Financing and the Loan shall not exceed 73.45%, calculated by Mortgagee in its sole discretion;

(xiv) the documents evidencing the Permitted Secured Subordinate Financing (the "Subordinate Loan Documents") shall expressly provide that all insurance proceeds and condemnation awards shall be applied solely as required under the Loan Documents;

(xv) the Subordinate Loan Documents shall expressly provide that (1) the Subordinate Lender shall give simultaneous copies to Mortgagee of any notices given by the Subordinate Lender under the Subordinate Loan Documents, including without limitation, notices of default, (2) the Subordinate Lender shall not collect any income, rents, issues, profits or proceeds from the Mortgaged Property, whether directly or through a receiver or other agent, unless the prior written consent of Mortgagee is obtained (which consent may be withheld by Mortgagee in its sole discretion), and (3) the Subordinate Lender shall be bound by any extensions, modifications or amendments to the Loan Documents and shall have no right to consent to any such extensions, modifications or amendments;

(xvi) the Mortgagee and the Subordinate Lender shall enter a subordination and intercreditor agreement, incorporating the terms and provisions of this subparagraph and containing such other terms and provisions as Mortgagee shall require in its sole discretion;

(xvii) all information necessary to determine whether or not the conditions provided herein have been satisfied shall be provided to Mortgagee at the time of the request made by Mortgagor, together with an administrative fee of $5,000 which shall be deemed fully earned on the date of receipt and shall be retained by Mortgagee regardless of whether or not the proposed Permitted Secured Subordinate Financing is obtained and whether or not Mortgagee's consent thereto is granted; and

(xviii) all of Mortgagee's costs and expenses in connection with the request for consent of the Permitted Secured Subordinate Financing shall be paid by Mortgagor, including, without limitation, Mortgagee's reasonable attorneys' fees, whether or not such consent is granted.

10. Estoppel Certificates.

(a) Mortgagor, within ten (10) business days after request by Mortgagee, shall furnish Mortgagee from time to time with a statement, duly acknowledged and certified, setting forth (i) the amount of the original principal amount of the Note, (ii) the unpaid principal amount of the Note, (iii) the rate of interest in the Note, (iv) the date through which all installments of interest, commitment fees and/or principal have been paid, (v) any offsets or defenses to the payment of the Indebtedness, if any, (vi) that the Note and this Mortgage have not been modified or if modified, giving particulars of such modification and (vii) such other information as shall be requested by Mortgagee. Upon written request, Mortgagee shall provide

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 30/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

Mortgagor with a record of payments received by Mortgagee to date under the Note and the amounts applied to principal and interest for such payments.

(b) Mortgagor, after request by Mortgagee, will use its commercially reasonable efforts obtain and furnish (within the time periods, if any, provided in the applicable Leases or if no time period is so specified, within fifteen (15) business days after request) Mortgagee from time to time with estoppel certificates from any tenants under then existing Leases, which certificates shall be in form and substance as required by such Leases, or if not required, then in form and substance reasonably satisfactory to Mortgagee.

11. **No Cooperative or Condominium**. Mortgagor represents and warrants that the Mortgaged Property has not been subjected to a cooperative or condominium form of ownership. Mortgagor hereby covenants and agrees that it will not file a declaration of condominium, map or any other document having the effect of subjecting the Mortgaged Property to a condominium or cooperative form of ownership.

12. **Changes in the Laws Regarding Taxation**. If any law is enacted or adopted or amended after the date of this Mortgage which deducts the Indebtedness or any portion thereof from the value of the Mortgaged Property for the purpose of taxation or which imposes a tax, either directly or indirectly, on the principal amount of the Note or Mortgagee's interest in the Mortgaged Property, Mortgagor will pay such tax, with interest and penalties thereon, if any. In the event Mortgagee is advised by counsel chosen by it that the payment of such tax or interest and penalties by Mortgagor would be unlawful or taxable to Mortgagee or unenforceable or provide the basis for a defense of usury, then in any such event, Mortgagee shall have the option, by notice of not less than sixty (60) days, to declare the Indebtedness immediately due and payable without prepayment fee or premium, except that if an Event of Default, or an event which with notice and/or the passage of time, or both, would constitute an Event of Default, has occurred, the applicable premium computed in accordance with the Note shall apply.

13. **No Credits on Account of the Indebtedness**. Mortgagor will not claim or demand or be entitled to any credit or credits on account of the Indebtedness for any part of the Taxes assessed against the Mortgaged Property or any part thereof and no deduction shall otherwise be made or claimed from the taxable value of the Mortgaged Property, or any part thereof, by reason of this Mortgage or the Indebtedness. In the event such claim, credit or deduction shall be required by law, Mortgagee shall have the option, by notice of not less than sixty (60) days, to declare the Indebtedness immediately due and payable without prepayment fee or premium, except that if an Event of Default, or an event which with notice and/or the passage of time, or both, would constitute an Event of Default, has occurred, the applicable premium computed in accordance with the Note shall apply.

14. **Documentary Stamps**. If at any time the United States of America, any State thereof or any subdivision of any such State shall require revenue or other stamps to be affixed to the Note or this Mortgage, or impose any other tax or charge on the same, Mortgagor will pay for the same, with interest and penalties thereon, if any.

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 31/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

15. **Right of Entry**. Mortgagee and its agents shall have the right to enter and inspect the Mortgaged Property at any time during reasonable business hours upon at least forty-eight (48) hours notice to Mortgagor, except in the case of an emergency, in which event Mortgagee and its agents may enter and inspect the Mortgaged Property at any time.

16. **Books and Records**.

(a) Mortgagor will maintain full, accurate and complete books of accounts and other records reflecting the results of the operations of the Mortgaged Property as well as its other operations and will furnish, or cause to be furnished, to Mortgagee the following:

(i) within ninety (90) days after the end of each fiscal year, the Mortgagor will furnish to Mortgagee, a statement of Mortgagor's financial condition, including a balance sheet and profit and loss statement, and a statement of annual income and expenses satisfactory in form and substance to Mortgagee in connection with the operation of the Mortgaged Property, in detail satisfactory to Mortgagee, certified by the Mortgagor, the Mortgagor's accountant or a financial officer of the Mortgagor and, in addition, within forty-five (45) days after the end of each fiscal quarter of Mortgagor, Mortgagor shall provide the above information certified by the Mortgagor, the Mortgagor's accountant or a financial officer of the Mortgagor.

(ii) accompanying the submission of the certified statements of annual and quarterly income and expenses, when the Mortgaged Property is office, retail or multi-tenant industrial property, shall be a certified current rent roll, which shall include among other things tenant names, lease commencement and expiration dates, square footage, annual rent, percentage rent, if any, annual operating expense and real estate tax contributions, a statement as to whether or not there are any purchase options and/or co-tenancy requirements, and any and all other fees paid by tenants and security deposits currently held.

(iii) accompanying the submission of the certified statements of annual and quarterly income and expenses shall be such additional financial information as Mortgagee shall require.

The foregoing provisions of this subparagraph (a) to the contrary notwithstanding, at all times while a default exists under Loan Documents, the statements of annual income and expenses required to be submitted under subparagraph (a)(ii) above must be audited and certified by a certified public accountant who is a member of the American Institute of Certified Public Accountants.

(b) Mortgagee shall have the right, upon five (5) days' prior notice to Mortgagor, to inspect and make copies of Mortgagor's books and records and income tax returns and notices.

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 32/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

(c) In the event of a Secondary Market Transaction, Mortgagor shall furnish from time to time such information relating to Mortgagor and the Mortgaged Property as shall be reasonably requested by the Rating Agencies.

(d) If any of the materials described in Paragraph 16(a) and (b) that are required to be delivered to Mortgagee are not timely delivered, Mortgagor shall promptly pay to Mortgagee, as a late charge, the sum of $500 per item. In addition, Mortgagor shall promptly pay to Mortgagee an additional late charge of $500 per item for each full month during which such item remains undelivered following written notice from Mortgagee. Mortgagor acknowledges that Mortgagee will incur additional expenses as a result of any such late deliveries, which expenses would be impracticable to quantify, and that Mortgagor's payments under this Paragraph are a reasonable estimate of such expenses.

17. **Performance of Other Agreements**. Mortgagor shall observe and perform each and every term to be observed or performed by the Mortgagor pursuant to the terms of any agreement or recorded instrument affecting or pertaining to the Mortgaged Property.

18. **Representations and Covenants Concerning Loan**. Mortgagor represents, warrants and covenants as follows:

(a) The Note, this Mortgage and the other Loan Documents are not subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury, nor would the operation of any of the terms of the Note, this Mortgage and the other Loan Documents, or the exercise of any right thereunder, render this Mortgage unenforceable, in whole or in part, or subject to any right of rescission, set-off, counterclaim or defense, including the defense of usury.

(b) All certifications, permits, licenses and approvals, including, without limitation, certificates of completion and occupancy permits required for the legal use and occupancy of the Mortgaged Property, have been obtained and are in full force and effect. The Mortgaged Property is free of material damage and is in good repair, and there is no proceeding pending for the total or partial condemnation of, or affecting, the Mortgaged Property.

(c) All of the Improvements which were included in determining the appraised value of the Mortgaged Property lie wholly within the boundaries and building restriction lines of the Mortgaged Property, and no improvements on adjoining properties encroach upon the Mortgaged Property, and no easements or other encumbrances upon the Land encroach upon any of the Improvements, so as to affect the value or marketability of the Mortgaged Property except those which are insured against by title insurance. All of the Improvements comply with all requirements of applicable zoning and subdivision laws and ordinances in all material respects.

(d) The Mortgaged Property is not subject to any Leases other than the Leases described in the rent roll delivered to Mortgagee in connection with this Mortgage. No person has any possessory interest in the Mortgaged Property or right to occupy the same except

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 33/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

under and pursuant to the provisions of the Leases. Except as otherwise disclosed in writing to Mortgagee, the current Leases are in full force and effect and there are no defaults thereunder by either party and there are no conditions that, with the passage of time or the giving of notice, or both, would constitute defaults thereunder. Except as otherwise disclosed in writing to Mortgagee, all presently existing Leases are subordinate to this Mortgage.

(e) The Mortgaged Property, the Ground Lease and the Leases are in compliance with all statutes, ordinances, regulations and other governmental or quasi-governmental requirements and private covenants now or hereafter relating to the ownership, construction, use or operation of the Mortgaged Property.

(f) There has not been and shall never be committed by Mortgagor or any other person in occupancy of or involved with the operation or use of the Mortgaged Property any act or omission affording the federal government or any state or local government the right of forfeiture as against the Mortgaged Property or any part thereof or any monies paid in performance of Mortgagor's obligations under any of the Loan Documents. Mortgagor hereby covenants and agrees not to commit, permit or suffer to exist any act or omission affording such right of forfeiture.

(g) Mortgagor operates the Trust Property and has not entered into any agreement (oral, written or otherwise) with any third party relating to the operation and management of the Trust Property, and no third party is entitled to any management fee or has any interest in or right to receive any portion of the income derived from owning, operating or managing the Trust Property. In the event Mortgagor desires to have a third party operate the Trust Property, it shall enter into a management agreement (the "Management Agreement") with such party, provided that Mortgagee approves such party ("Manager"), and Manager and Mortgagor shall execute an assignment and subordination of such Management Agreement in form satisfactory to Mortgagee, in its sole discretion, assigning and subordinating the Manager's interest in the Trust Property and all fees and other right of the Manager pursuant to such Management Agreement to the rights of the Mortgagee. Mortgagor shall not terminate, cancel, modify, renew or extend the Management Agreement, or enter into any agreement relating to the management or operation of the Trust Property with Manager or any other party without the express written consent of Mortgagee, which consent shall not be unreasonably withheld. If at any time Mortgagee consents to the appointment of a new manager, such new manager and Mortgagor shall, as a condition of Mortgagee's consent, execute a Manager's Consent and Subordination of Management Agreement in the form then used by Mortgagee.

Mortgagor operates the Mortgaged Property and has not entered into any agreement (oral, written or otherwise) with any third party relating to the operation and management of the Mortgaged Property, and no third party is entitled to any management fee or has any interest in or right to receive any portion of the income derived from owning, operating or managing the Mortgaged Property. In the event Mortgagor desires to have a third party operate the Mortgaged Property, it shall enter into a management agreement (the "Management Agreement") with such party, provided that Mortgagee approves such party (the "Manager"), and Manager and Mortgagor shall execute an assignment and subordination of such Management Agreement in form satisfactory to Mortgagee, in its sole discretion, assigning and subordinating

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 34/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

the Manager's interest in the Mortgaged Property and all fees and other right of the Manager pursuant to such Management Agreement to the rights of the Mortgagee. Mortgagor shall not terminate, cancel, modify, renew or extend the Management Agreement, or enter into any agreement relating to the management or operation of the Mortgaged Property with Manager or any other party without the express written consent of Mortgagee, which consent shall not be unreasonably withheld. If at any time Mortgagee consents to the appointment of a new manager, such new manager and Mortgagor shall, as a condition of Mortgagee's consent, execute a Manager's Consent and Subordination of Management Agreement in the form then used by Mortgagee.

(h) Improper Financial Transactions.

(i) Mortgagor is, and shall remain at all times, in full compliance with all applicable laws and regulations of the United States of America that prohibit, regulate or restrict financial transactions, and any amendments or successors thereto and any applicable regulations promulgated thereunder (collectively, the "Financial Control Laws"), including but not limited to those related to money laundering offenses and related compliance and reporting requirements (including any money laundering offenses prohibited under the Money Laundering Control Act, 18 U.S.C. Sections 1956, 1957 and the Bank Secrecy Act, 31 U.S.C. Sections 5311 *et seq.*) and the Foreign Assets Control Regulations, 31 C.F.R. Section 500 *et seq.*

(ii) Mortgagor represents and warrants that: (a) Mortgagor is not a Barred Person (hereinafter defined); (b) Mortgagor is not owned or controlled, directly or indirectly, by any Barred Person; (c) no tenant of the Mortgaged Property or the property manager for the Mortgaged Property is a Barred Person and (d) Mortgagor is not acting, directly or indirectly, for or on behalf of any Barred Person.

(iii) Mortgagor represents and warrants that it understands and has been advised by legal counsel on the requirements of the Financial Control Laws.

(iv) Under any provision of this Mortgage or any of the other Loan Documents where the Mortgagee shall have the right to approve or consent to any particular action, including without limitation any (a) sale, transfer, assignment of the Mortgaged Property or of any direct or indirect ownership interest in Mortgagor, (b) leasing of the Mortgaged Property, or any portion thereof, or (c) incurring of additional financing secured by Mortgaged Property, or any portion thereof or by any direct of indirect ownership interest in the Mortgagor, Mortgagee shall have the right to

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 35/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

withhold such approval or consent, in its sole discretion, if the granting of such approval or consent could be construed as a violation of any of the Financial Control Laws.

(v) Mortgagor covenants and agrees that it will upon request provide Mortgagee with (or cooperate with Mortgagee in obtaining) information required by Mortgagee for purposes of complying with any Financial Control Laws.

As used in this Mortgage, the term "Barred Person" shall mean (a) any person, group or entity named as a "Specially Designated National and Blocked Person" or as a person who commits, threatens to commit, supports, or is associated with terrorism as designated by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), (b) any person, group or entity named in the lists maintained by the United States Department of Commerce (Denied Persons and Entities), (c) any government or citizen of any country that is subject to a United States Embargo identified in regulations promulgated by OFAC and (d) any person, group or entity named as a denied or blocked person or terrorist in any other list maintained by any agency of the United States government.

19. **Single Purpose Entity/Separateness**. Mortgagor represents, warrants and covenants as follows:

(a) The purpose for which the Mortgagor is organized shall be limited solely to (i) owning, holding, selling, leasing, transferring, exchanging, operating and managing the Mortgaged Property, (ii) entering into the Loan with the Mortgagee, (iii) refinancing the Mortgaged Property in connection with a permitted repayment of the Loan, and (iv) transacting any and all lawful business for which a Mortgagor may be organized under its constitutive law that is incident, necessary and appropriate to accomplish the foregoing.

(b) Mortgagor does not own and will not own any asset or property other than (i) the Mortgaged Property, and (ii) incidental personal property necessary for and used in connection with the ownership or operation of the Mortgaged Property.

(c) Mortgagor will not engage in any business other than the ownership, management and operation of the Mortgaged Property.

(d) Mortgagor will not enter into any contract or agreement with any affiliate of Mortgagor, any constituent party of Mortgagor, any owner of the Mortgagor, the Guarantors (as hereinafter defined) or any affiliate or any constituent party of Guarantor, except upon terms and conditions that are intrinsically fair, commercially reasonable and substantially similar to those that would be available on an arms-length basis with third parties not affiliated with the Mortgagor or any constituent party of Mortgagor or any owner of Mortgagor

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 36/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

(e) Except as otherwise permitted under the Loan Documents, Mortgagor has not incurred and will not incur any indebtedness, secured or unsecured, other than the Loan and debt (i) incurred in the ordinary course of business to vendors and suppliers of services to the Mortgaged Property, (ii) not secured by the Mortgaged Property, or any portion thereof, or by interests in the Mortgagor or any constituent entity thereof, and (iii) not accompanied by any rights to control or to obtain control of the Mortgagor or any constituent entity thereof. No indebtedness other than the Loan may be secured (subordinate or pari passu) by the Mortgaged Property, or any portion thereof, or by interests in the Mortgagor or any constituent entity thereof.

(f) Mortgagor has not made and will not make any loans or advances to any entity or person (including any affiliate or any constituent party of Mortgagor or any owner of Mortgagor, any Guarantor or any affiliate or any constituent party of Guarantor), and shall not acquire obligations or securities of its affiliates or any constituent party.

(g) Mortgagor is and will remain solvent and Mortgagor will pay its debts and liabilities (including, as applicable, shared personnel and overhead expenses) from its assets as the same shall become due.

(h) Mortgagor has done or caused to be done and will do all things necessary to observe organizational formalities and preserve its existence, and Mortgagor will not, nor will Mortgagor permit any constituent party of Mortgagor or any owner of Mortgagor or any Guarantor to amend, modify or otherwise change the partnership certificate, partnership agreement, articles of incorporation and bylaws, operating agreement, trust or other organizational documents of Mortgagor or such constituent party or Guarantor without the written consent of Mortgagee.

(i) Mortgagor will maintain all of its books, records, financial statements and bank accounts separate from those of its affiliates and any constituent party. Mortgagor's assets will not be listed as assets on the financial statement of any other entity. Mortgagor shall have its own separate financial statement, provided, however, that Mortgagor's assets may be included in a consolidated financial statement of its parent companies if inclusion on such a consolidated statement is required to comply with the requirements of generally accepted accounting principles ("GAAP"), provided that such consolidated financial statement shall contain a footnote to the effect that Mortgagor's assets are owned by Mortgagor and that they are being included on the financial statement of its parent solely to comply with the requirements of GAAP, and further provided that such assets shall be listed on Mortgagor's own separate balance sheet. Mortgagor will file its own tax returns and will not file a consolidated federal income tax return with any other corporation. Mortgagor shall maintain its books, records, resolutions and agreements as official records.

(j) Mortgagor will be, and at all times will hold itself out to the public as, a legal entity separate and distinct from any other entity (including any affiliate of Mortgagor, any constituent party of Mortgagor, any Guarantor, any affiliate of any constituent party of Guarantor), shall correct any known misunderstanding regarding its status as a separate entity, shall conduct business in its own name, shall not identify itself or any of its affiliates as a

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 37/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

division or part of the other and shall maintain and utilize separate telephone numbers, stationery, invoices and checks.

(k) Mortgagor will maintain adequate capital for the normal obligations reasonably foreseeable in a business of its size and character and in light of its contemplated business operations.

(l) Neither Mortgagor nor any constituent party will seek the dissolution, winding up, liquidation, consolidation or merger, in whole or in part, or the sale of material assets of Mortgagor.

(m) Mortgagor will not commingle the funds and other assets of Mortgagor with those of any affiliate or any constituent party of Mortgagor or any owner of Mortgagor, any Guarantor, or any affiliate or any constituent party of Guarantor, or any other person, and will not participate in a cash management system with any such party.

(n) Mortgagor will not commingle its assets with those of any other person or entity and will hold all of its assets in its own name.

(o) Mortgagor will not guarantee or become obligated for the debts of any other entity or person and does not and will not hold itself out as being responsible for the debts or obligations of any other person.

(p) [Intentionally Deleted]

(q) [Intentionally Deleted]

(r) [Intentionally Deleted]

(s) [Intentionally Deleted]

(t) Mortgagor shall allocate fairly and reasonably any overhead expenses that are shared with an affiliate, including paying for office space and services performed by any employee of an affiliate.

(u) The stationery, invoices and checks utilized by Mortgagor or utilized to collect its funds or pay its expenses shall bear its own name and shall not bear the name of any other entity unless such entity is clearly designated as being Mortgagor's agent.

(v) Mortgagor shall not pledge its assets for the benefit of any other person or entity, and other than with respect to the Loan.

(w) Mortgagor shall correct any known misunderstanding regarding its separate identity.

(x) Mortgagor shall not identify itself as a division of any other person or entity.

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=#

20. **Events of Default; Remedies**. Each of the following events shall constitute an "Event of Default" hereunder:

(a) if (i) any installment of interest or principal is not paid within five (5) days after the same is due, (ii) the entire Indebtedness is not paid on or before the Maturity Date (or if the Maturity Date has been accelerated, upon such acceleration), or (iii) any other payment or charge due under the Note, this Mortgage or any other Loan Documents is not paid when due;

(b) if any Taxes payable directly to the billing authority by Mortgagor are not paid before interest becomes payable on the amount due or a penalty is assessed (provided that the foregoing provisions of this clause (b) shall be subject to the right to contest Taxes granted to Mortgagor in Paragraph 4(b) of this Mortgage, but only for so long as the conditions in Paragraph 4(b) of this Mortgage remain satisfied);

(c) if the Policies are not kept in full force and effect and are not delivered to Mortgagee when required hereunder, or if the Policies are not delivered to Mortgagee within ten (10) days after request by Mortgagee;

(d) if any of the provisions of Paragraphs 7, 9, 19 or 39 herein are violated or not complied with;

(e) if any of the events described in Paragraph 41 shall occur;

(f) if at any time any representation or warranty of Mortgagor or any Guarantor made herein or in any guaranty, agreement, certificate, report, affidavit, owner's affidavit, financial statement or other instrument furnished to Mortgagee shall be false or misleading in any respect;

(g) if any mortgagee under a mortgage encumbering the Mortgaged Property, whether superior or subordinate to this Mortgage (i) demands payment in full or otherwise accelerates any indebtedness of Mortgagor or (ii) otherwise commences the exercise of any remedy available to such party under such mortgage or any other loan document related to such mortgage;

(h) if Mortgagor fails to cure promptly any violation of any law or ordinance affecting the Mortgaged Property (provided that the foregoing provisions of this clause (h) shall be subject to any right to contest such violation specifically granted to Mortgagor in Paragraph 8 of this Mortgage);

(i) if any Guaranty (as hereinafter defined) is terminated or any event or condition occurs which, in the sole judgment of Mortgagee, may impair the ability of any Guarantor to perform its obligations under any Guaranty or any Guarantor attempts to withdraw, cancel or disclaim any Guaranty; provided, however, that the death of either John T. Conroy, Jr. or Dale A. Cue shall not constitute an Event of Default if within twenty (20) days of the death of either John T. Conroy, Jr. or Dale A. Cue, Mortgagor provides Mortgagee with a substitute guarantor in replacement of such deceased Guarantor whose experience, creditworthiness,

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search
INSTR # 2006000463762 Page Number: 40 of 69

financial capacity and ability to perform the obligations of the Guarantor under the Loan Documents are acceptable to Mortgagee in its sole discretion and such substitute guarantor executes Mortgagee's form of Guaranty of Non-Recourse Carveout Obligations and assumes the obligations of indemnitor under any applicable environmental indemnity.

(j) if a default by Mortgagor under any of the other terms, covenants or conditions of the Note, this Mortgage or any other Loan Document shall occur and such default shall not have been cured within thirty (30) days after notice from Mortgagee, provided that if such default is not susceptible of being cured within such thirty (30) day period and Mortgagor shall have commenced the cure of such default within such thirty (30) day period and thereafter diligently pursues such cure to completion, then such thirty (30) day period shall be extended for a period of ninety (90) days from the occurrence of the default, provided, further, that the notice and grace period set forth in this subparagraph (j) shall not apply to any other Event of Default expressly set forth in this Paragraph 20 or to any other Event of Default defined as such in any other Loan Document or to any other covenant or condition with respect to which a grace period is expressly provided elsewhere;

(k) if a default occurs under the Ground Lease or any of the provisions under this Mortgaged relating to the Ground Lease; or

(l) if any of the provisions of Paragraphs 42(d) and/or Paragraph 42(f) are violated or not complied with, and/or if any representation or warranty in Paragraph 42(b) and/or 42(c) shall prove false or misleading in any respect and/or if any of the events described in Paragraph 42(e) shall occur.

Upon the occurrence of any Event of Default, the Indebtedness shall immediately become due at the option of Mortgagee.

Upon the occurrence of any Event of Default, Mortgagor shall pay interest on the entire unpaid principal balance of the Note, as defined in and provided for in the Note.

Upon the occurrence of any Event of Default, Mortgagee may, to the extent permitted under applicable law, elect to treat the fixtures included in the Mortgaged Property (to the extent such fixtures are property of the Mortgagor) either as real property or as personal property, or both, and proceed to exercise such rights as apply thereto. With respect to any sale of real property included in the Mortgaged Property made under the powers of sale herein granted and conferred, Mortgagee may, to the extent permitted by applicable law, include in such sale any fixtures included in the Mortgaged Property and relating to such real property.

21. Additional Remedies.

(a) Upon the occurrence of any Event of Default, Mortgagee may take such action, without notice or demand, as it shall deem advisable to protect and enforce its rights against Mortgagor and in and to the Mortgaged Property or any part thereof or interest therein, including, but not limited to, the following actions, each of which may be pursued concurrently or otherwise, at such time and in such order as Mortgagee may determine, in its sole discretion, without impairing or otherwise affecting the other rights and remedies of Mortgagee (i) enter into

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 40/69

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

or upon the Real Property (subject to the rights of tenants under subleases under the Ground Lease), either personally or by its agents, nominees or attorneys and dispossess Mortgagor and its agents and servants therefrom, and thereupon Mortgagee may (A) use, operate, manage, control, insure, maintain, repair, restore and otherwise deal with all and every part of the Mortgaged Property and conduct the business thereat, (B) complete any construction on the Mortgaged Property in such manner and form as Mortgagee deems advisable, (C) make alterations, additions, renewals, replacements and improvements to or on the Mortgaged Property, (D) exercise all rights and powers of Mortgagor with respect to the Mortgaged Property, whether in the name of Mortgagor or otherwise, including, without limitation, the right to make, cancel, enforce or modify leases, obtain and evict tenants and demand, sue for, collect and receive all earnings, revenues, rents, issues, profits and other income of the Mortgaged Property and every part thereof and (E) apply the receipts from the Mortgaged Property to the payment of the Indebtedness, after deducting therefrom all expenses (including reasonable attorneys' fees and expenses) incurred in connection with the aforesaid operations and all amounts necessary to pay the taxes, assessments, insurance and other charges in connection with the Mortgaged Property, as well as just and reasonable compensation for the services of Mortgagee and its counsel, agents and employees, or (ii) institute proceedings for the complete foreclosure of this Mortgage in which case the Mortgaged Property may be sold for cash or upon credit in one or more parcels, or (iii) with or without entry, to the extent permitted and pursuant to the procedures provided by applicable law, institute proceedings for the partial foreclosure of this Mortgage for the portion of the Indebtedness then due and payable, subject to the continuing lien of this Mortgage for the balance of the Indebtedness not then due, or (iv) to sell for cash or upon credit the Mortgaged Property or any part thereof and all or any part of any estate, claim, demand, right, title and interest of Mortgagor therein and rights of redemption thereof, pursuant to power of sale or otherwise, at one or more sales, as an entirety or in parcels, at such time and place, upon such terms and after such notice thereof as may be required or permitted by law, and in the event of a sale, by foreclosure or otherwise, of less than all of the Mortgaged Property, this Mortgage shall continue as a lien on the remaining portion of or estate in the Mortgaged Property, or (v) institute an action, suit or proceeding in equity for the specific performance of any covenant, condition or agreement contained herein or in the Note or any other Loan Document, or (vi) recover judgment on the Note or any Guaranty either before, during or after any proceedings for the enforcement of this Mortgage or (vii) pursue such other remedies as Mortgagee may have under applicable law.

(b) The purchase money proceeds or avails of any sale made under or by virtue of this Paragraph 21, together with any other sums which then may be held by Mortgagee under this Mortgage, whether under the provisions of this Paragraph 21 or otherwise, shall be applied as follows:

First: To the payment of the costs and expenses of any such sale, including reasonable compensation to Mortgagee, its agents and counsel, and of any judicial proceedings wherein the same may be made, and of all expenses, liabilities and advances made or incurred by Mortgagee under this Mortgage, together with interest as provided herein on all advances made by Mortgagee and all taxes or assessments, except any taxes, assessments or other charges subject to which the Mortgaged Property shall have been sold.

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 41/69

Second: To the payment of the whole amount then due, owing or unpaid upon the Note for principal, together with any and all applicable interest, fees and late charges.

Third: To the payment of any other sums required to be paid by Mortgagor pursuant to any provision of this Mortgage or of the Note or of the Guaranty.

Fourth: To the payment of the surplus, if any, to whomsoever may be lawfully entitled to receive the same.

Mortgagee and any receiver of the Mortgaged Property, or any part thereof, shall be liable to account for only those rents, issues and profits actually received by it.

(c) Mortgagee may adjourn from time to time any sale by Mortgagee to be made under or by virtue of this Mortgage by announcement at the time and place appointed for such sale or for such adjourned sale or sales; and, except as otherwise provided by any applicable provision of law, Mortgagee, without further notice or publication, may make such sale at the time and place to which the same shall be so adjourned.

(d) Upon the completion of any sale or sales made by Mortgagee under or by virtue of this Paragraph 21, Mortgagee or an officer of any court empowered to do so, as the case may be, shall execute and deliver to the accepted purchaser or purchasers a good and sufficient instrument, or good and sufficient instruments, conveying, assigning and transferring all estate, right, title and interest in and to the property and rights sold. Mortgagee, is hereby irrevocably appointed the true and lawful attorney of Mortgagor, in its name and stead, to make all necessary conveyances, assignments, transfers and deliveries of the Mortgaged Property and rights so sold and for that purpose Mortgagee may execute all necessary instruments of conveyance, assignment and transfer, and may substitute one or more persons with like power, Mortgagor hereby ratifying and confirming all that its said attorney or such substitute or substitutes shall lawfully do by virtue hereof. Any such sale or sales made under or by virtue of this Paragraph 21, under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale, shall operate to divest all the estate, right, title, interest, claim and demand whatsoever, whether at law or in equity, of Mortgagor in and to the properties and rights so sold, and shall be a perpetual bar both at law and in equity against Mortgagor and against any and all persons claiming or who may claim the same, or any part thereof from, through or under Mortgagor.

(e) In the event of any sale made under or by virtue of this Paragraph 21 (under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale) the entire Indebtedness, if not previously due and payable, immediately thereupon shall, anything in the Note, this Mortgage, any Guaranty or any other Loan Document to the contrary notwithstanding, become due and payable.

(f) Upon any sale made under or by virtue of this Paragraph 21 (under or by virtue of judicial proceedings or of a judgment or decree of foreclosure and sale), Mortgagee may bid for and acquire the Mortgaged Property or any part thereof and in lieu of paying cash therefor may make settlement for the purchase price by crediting upon the Indebtedness (including any prepayment premium due thereon) the net sales price after

deducting therefrom the expenses of the sale and the costs of the action and any other sums which Mortgagee is authorized to deduct or receive under this Mortgage.

(g) No recovery of any judgment by Mortgagee and no levy of an execution under any judgment upon the Mortgaged Property or upon any other property of Mortgagor shall affect in any manner or to any extent, the lien of this Mortgage upon the Mortgaged Property or any part thereof, or any liens, rights, powers or remedies of Mortgagee hereunder, but such liens, rights, powers and remedies of Mortgagee shall continue unimpaired as before.

22. **Right to Cure Defaults**. Upon the occurrence of any Event of Default or if Mortgagor fails to make any payment or to do any act as herein provided, Mortgagee may, but without any obligation to do so and without notice to or demand on Mortgagor and without releasing Mortgagor from any obligation hereunder, make or do the same in such manner and to such extent as Mortgagee may deem necessary to protect the security hereof. Without limiting the foregoing, Mortgagee may enter upon the Mortgaged Property for such purposes or appear in, defend, or bring any action or proceeding to protect its interest in the Mortgaged Property, and the cost and expense thereof (including, without limitation, reasonable attorneys' fees and disbursements to the extent permitted by law), with interest as provided in this Paragraph 22, shall be immediately due and payable to Mortgagee upon demand by Mortgagee therefor. All such costs and expenses incurred by Mortgagee in remedying such Event of Default or in appearing in, defending, or bringing any such action or proceeding shall bear interest at the Default Rate (as such term is defined in the Note), for the period from the date that such cost or expense was incurred to the date of payment to Mortgagee. All such costs and expenses, together with interest thereon at the Default Rate, shall be added to the Indebtedness and shall be secured by this Mortgage. If the principal sum of the Note or any other amount required to be paid on the Maturity Date under the Note shall not be paid on the Maturity Date, interest shall thereafter be computed and paid at the Default Rate.

23. **Late Payment Charge**. If any monthly principal and interest payment is not paid in accordance with the Note, a late charge (the "Late Charge") shall be due as provided in the Note.

24. **Prepayment**. The Indebtedness may be prepaid only in accordance with the terms of the Note.

25. **Prepayment After Event of Default**. A tender of the amount necessary to satisfy the entire Indebtedness, paid at any time following an Event of Default or acceleration (which acceleration shall be at Mortgagee's sole option), including at a foreclosure sale or during any subsequent redemption period, if any, shall be deemed a voluntary prepayment, which payment shall include a premium, the calculation of which shall be in accordance with the terms of the Note and shall depend upon whether the Event of Default or acceleration first occurred (i) prior to the time, if any, the prepayment of the principal balance is permitted pursuant to the terms of the Note and prior to the date on which the full amount of the balance of principal and interest then remaining unpaid shall be due or (ii) on or after the date on which prepayment of the principal balance is permitted pursuant to the terms of the Note.

Loan No. 520271

26. **Appointment of Receiver**. Mortgagee, upon the occurrence of an Event of Default or in any action to foreclose this Mortgage or upon the actual or threatened waste to any part of the Mortgaged Property, shall be entitled to the appointment of a receiver without notice and without regard to the value or condition of the Mortgaged Property as security for the Indebtedness or the solvency or insolvency of any person liable for the payment of the Indebtedness.

27. **Security Agreement**.

(a) This Mortgage is both a real property Mortgage and a "security agreement" within the meaning of the Uniform Commercial Code. The Mortgaged Property includes both real and personal property and all other rights and interests, whether tangible or intangible in nature, of Mortgagor in the Mortgaged Property. Mortgagor, by executing and delivering this Mortgage grants to Mortgagee (to the extent provided herein), as security for the Indebtedness, a security interest in the Mortgaged Property to the full extent that the Mortgaged Property may be subject to the Uniform Commercial Code (such portion of the Mortgaged Property so subject to the Uniform Commercial Code being called in this Paragraph 27 the "Collateral"). Mortgagor hereby authorizes Mortgagee to file financing statements in order to create, perfect, preserve and continue the security interest(s) herein granted. This Mortgage shall also constitute a "fixture filing" for the purposes of the Uniform Commercial Code and shall cover all items of the Collateral that are or are to become fixtures. Information concerning the security interest(s) herein granted may be obtained from Mortgagee upon request.

If an Event of Default shall occur, Mortgagee in addition to any other rights and remedies which it may have, shall have and may exercise immediately and without demand, any and all rights and remedies granted to a secured party upon default under the Uniform Commercial Code, including, without limiting the generality of the foregoing, the right to take possession of the Collateral or any part thereof, and to take such other measures as Mortgagee may deem necessary for the care, protection and preservation of the Collateral. Upon request or demand of Mortgagee, Mortgagor shall at its expense assemble the Collateral and make it available to Mortgagee at a convenient place acceptable to Mortgagee. Mortgagor shall pay to Mortgagee on demand any and all expenses, including legal expenses and reasonable attorneys' fees and disbursements, incurred or paid by Mortgagee in protecting its interest in the Collateral and in enforcing its rights hereunder with respect to the Collateral. Any notice of sale, disposition or other intended action by Mortgagee with respect to the Collateral sent to Mortgagor in accordance with the provisions hereof at least five (5) days prior to such sale, disposition or action shall constitute reasonable notice to Mortgagor. The proceeds of any disposition of the Collateral, or any part thereof, may be applied by Mortgagee to the payment of the Indebtedness in such priority and proportions as Mortgagee in its discretion shall deem proper.

Mortgagor shall notify Mortgagee of any change in name, identity, structure or state of formation of Mortgagor and shall promptly execute, file and record, at its sole cost and expense, such Uniform Commercial Code forms as are necessary to maintain the priority of the lien of Mortgagee upon and security interest in the Collateral. In addition, Mortgagor shall promptly execute, file and record such additional Uniform Commercial Code forms or continuation statements as Mortgagee shall deem necessary and shall pay all expenses

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search
INSTR # 2006000463762 Page Number: 45 of 69

and fees in connection with the filing and recording thereof, provided that no such additional documents shall increase the obligations of Mortgagor under the Note, this Mortgage or the other Loan Documents. Mortgagor hereby grants to Mortgagee an irrevocable power of attorney, coupled with an interest, to file with the appropriate public office on its behalf any financing or other statements signed only by Mortgagee, as secured party, in connection with the Collateral covered by this Mortgage.

(b) That portion of the Mortgaged Property consisting of personal property and equipment (excluding all personal property and equipment owned by tenants holding subleases under the Ground Lease), shall be owned by Mortgagor and shall not be the subject matter of any lease or other transaction whereby the ownership or any beneficial interest in any of such property is held by any person or entity other than Mortgagor nor shall Mortgagor create or suffer to be created any security interest covering any such property as it may from time to time be replaced, other than the security interest created herein.

28. **Authority**.

(a) Mortgagor has full power, authority and legal right to execute this Mortgage, and to deed, mortgage, give, grant, bargain, sell, alien, enfeoff, convey, confirm, pledge, hypothecate and assign and grant a security interest in the Mortgaged Property pursuant to the terms hereof and to keep and observe all of the terms of this Mortgage on Mortgagor's part to be performed.

(b) Mortgagor represents and warrants to Mortgagee that Mortgagor is not a "foreign person" and covenants with Mortgagee that Mortgagor will not, throughout the term of the Note, become a "foreign person" within the meaning of §1445 and §7701 of the Internal Revenue Code of 1986, (26 USC §§1445, 7701) and the related Treasury Department regulations, including, without limitation, temporary regulations (hereinafter collectively the "Code"); that is, the Mortgagor is not a non-resident alien, foreign corporation, foreign partnership, foreign trust or foreign estate as those terms are defined in the Code.

(c) Mortgagor represents and warrants to Mortgagee that Mortgagor is a land trust organized and existing under the laws of the State of Florida.

29. **Actions and Proceedings**. Mortgagee shall have the right to appear in and defend any action or proceeding brought with respect to the Mortgaged Property and to bring any action or proceeding, in the name and on behalf of Mortgagor, which Mortgagee, in its discretion, shall decide should be brought to protect their respective interests in the Mortgaged Property.

30. **Further Acts, Etc.** Mortgagor will, at the sole cost of Mortgagor, and without expense to Mortgagee, do, execute, acknowledge and deliver all and every such further acts, deeds, conveyances, mortgages, assignments, notices of assignments, transfers and assurances as Mortgagee shall, from time to time, require, for the better assuring, conveying, assigning, transferring and confirming unto Mortgagee the property and rights hereby given, granted, bargained, sold, aliened, enfeoffed, conveyed, confirmed, pledged, assigned and hypothecated or intended now or hereafter so to be, or which Mortgagor may be or may hereafter

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become bound to convey or assign to Mortgagee, or for carrying out the intention or facilitating the performance of the terms of this Mortgage or for filing, registering or recording this Mortgage and, on demand, will execute and deliver within ten (10) days after request of Mortgagee, and if Mortgagor fails to so deliver, hereby authorizes Mortgagee thereafter to execute in the name of Mortgagor without the signature of Mortgagor to the extent Mortgagee may lawfully do so, one or more financing statements, chattel mortgages or comparable security instruments, to evidence more effectively the lien hereof upon the Mortgaged Property. Mortgagor grants to Mortgagee an irrevocable power of attorney coupled with an interest for the purpose of exercising and perfecting any and all rights and remedies available to Mortgagee at law and in equity, including without limitation such rights and remedies available to Mortgagee pursuant to this Paragraph 30.

31. **Recording of Mortgage, Etc.** Mortgagor forthwith upon the execution and delivery of this Mortgage, will cause this Mortgage, and any security instrument creating a lien or security interest or evidencing the lien hereof upon the Mortgaged Property, to be filed, registered or recorded and, thereafter, from time to time, each such other instrument of further assurance to be filed, registered or recorded, all in such manner and in such places as may be required by any present or future law in order to publish notice of and fully to protect the lien or security interest hereof upon, and the interests of Mortgagee in the Mortgaged Property. Mortgagor will pay all filing, registration or recording fees, all documentary stamp and intangible taxes, and all expenses incident to the preparation, execution and acknowledgment of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property and any instrument of further assurance, and all federal, state, county and municipal, taxes, duties, imposts, assessments and charges arising out of or in connection with the making, execution, delivery and/or recording of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance, except where prohibited by law so to do. Mortgagor shall hold harmless and indemnify Mortgagee, its successors and assigns, against any liability incurred by reason of the imposition of any tax, including all documentary stamp and intangible taxes, on the making, execution, delivery and/or recording of this Mortgage, any mortgage supplemental hereto, any security instrument with respect to the Mortgaged Property or any instrument of further assurance.

32. **Usury Laws**. This Mortgage and the Note are subject to the express condition that at no time shall Mortgagor be obligated or required to pay interest on the principal balance due under the Note at a rate which could subject the holder of the Note to either civil or criminal liability as a result of being in excess of the maximum interest rate which Mortgagor is permitted by law to contract or agree to pay. If by the terms of this Mortgage or the Note, Mortgagor is at any time required or obligated to pay interest on the principal balance due under the Note at a rate in excess of such maximum rate, the rate of interest under the Note shall be deemed to be immediately reduced to such maximum rate and the interest payable shall be computed at such maximum rate and all prior interest payments in excess of such maximum rate shall be applied and shall be deemed to have been payments in reduction of the principal balance of the Note and the principal balance of the Note shall be reduced by such amount in the inverse order of maturity.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

33. **Sole Discretion of Mortgagee**. Wherever pursuant to this Mortgage, Mortgagee exercises any right given to it to approve or disapprove, or any arrangement or term is to be satisfactory to Mortgagee, the decision of Mortgagee to approve or disapprove or to decide that arrangements or terms are satisfactory or not satisfactory shall be in the sole discretion of Mortgagee and shall be final and conclusive, except as may be otherwise specifically provided herein.

34. **Recovery of Sums Required To Be Paid**. Mortgagee shall have the right from time to time to take action to recover any sum or sums which constitute a part of the Indebtedness as the same become due, without regard to whether or not the balance of the Indebtedness shall be due, and without prejudice to the right of Mortgagee thereafter to bring an action of foreclosure, or any other action, for a default or defaults by Mortgagor existing at the time such earlier action was commenced.

35. **Marshalling and Other Matters**. Mortgagor waives, to the extent permitted by law, the benefit of all appraisement, valuation, stay, extension, reinstatement and redemption laws now or hereafter in force and all rights of marshalling in the event of any sale hereunder of the Mortgaged Property or any part thereof or any interest therein. Further, Mortgagor expressly waives any and all rights of redemption from sale under any order or decree of foreclosure of this Mortgage on behalf of Mortgagor, and on behalf of each and every person acquiring any interest in or title to the Mortgaged Property subsequent to the date of this Mortgage and on behalf of all persons to the extent permitted by applicable law.

36. **Waiver of Notice**. Mortgagor shall not be entitled to any notices of any nature whatsoever from Mortgagee except with respect to matters for which this Mortgage specifically and expressly provides for the giving of notice by Mortgagee to Mortgagor and except with respect to matters for which Mortgagee is required by applicable law to give notice, and Mortgagor hereby expressly waives the right to receive any notice from Mortgagee with respect to any matter for which this Mortgage does not specifically and expressly provide for the giving of notice by Mortgagee to Mortgagor.

37. **Remedies of Mortgagor**. In the event that a claim or adjudication is made that Mortgagee has acted unreasonably or unreasonably delayed acting in any case where by law or under the Note, this Mortgage or the other Loan Documents, it has an obligation to act reasonably or promptly, Mortgagee shall not be liable for any monetary damages, and Mortgagor's remedies shall be limited to injunctive relief or declaratory judgment.

38. **Reporting Requirements**. At the request of Mortgagee, Mortgagor shall supply or cause to be supplied to Mortgagee either (a) a copy of a completed Form 1099-B, Statement for Recipients of Proceeds from Real Estate, Broker and Barter Exchange Proceeds prepared by Mortgagor's attorney or other person responsible for the preparation of such form, together with a certificate from the person who prepared such form to the effect that such form has, to the best of such person's knowledge, been accurately prepared and that such person will timely file such form or (b) a certification from Mortgagor that the Loan is a refinancing of the Mortgaged Property or is otherwise not required to be reported to the Internal Revenue Service pursuant to Section 6045(e) of the Code. Mortgagor hereby indemnifies, defends and holds Mortgagee harmless from and against all loss, cost, damage and expense (including without

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limitation, reasonable attorneys' fees and disbursements and costs incurred in the investigation, defense and settlement of claims) that Mortgagee may incur, directly or indirectly, as a result of or in connection with the assertion against Mortgagee of any claim relating to the failure of Mortgagee to comply with this Paragraph 38.

39. **Hazardous Materials**.

(a) Mortgagor represents and warrants that to the best of Mortgagor's knowledge, (i) the Mortgaged Property is now and at all times during Mortgagor's ownership thereof has been free of contamination from any petroleum product and all hazardous or toxic substances, wastes or substances, any substances which because of their quantitative concentration, chemical, radioactive, flammable, explosive, infectious or other characteristics, constitute or may reasonably be expected to constitute or contribute to a danger or hazard to public health, safety or welfare or to the environment, including, without limitation, any asbestos (whether or not friable) and any asbestos-containing materials, Mold (defined as the presence of any form of (1) multicellular fungi that live on plant or animal matter and an indoor environment (including without limitation Cladosporium, Penicillium, Alternaria, Aspergillus, Fusarium, Trichoderma, Memnoniella, Mucor, and Stachybotrys chartarum (SC) often found in water damaged building materials), (2) spores, scents or byproducts produced or released by fungi, including mycotoxins and (3) microbial matter which reproduces through mold, mildew and viruses, whether or not such microbial matter is living (collectively "Mold")), waste oils, solvents and chlorinated oils, polychlorinated biphenyls (PCBs), toxic metals, etchants, pickling and plating wastes, explosives, reactive metals and compounds, pesticides, herbicides, radon gas, lead (whether in water, paint or soil), urea formaldehyde foam insulation and chemical, biological and radioactive wastes, or any other similar materials or any hazardous or toxic wastes or substances which are included under or regulated by any federal, state or local law, rule or regulation (whether now existing or hereafter enacted or promulgated, as they may be amended from time to time) pertaining to environmental regulations, contamination, clean-up or disclosures, and any judicial or administrative interpretation thereof, including any judicial or administrative orders or judgments ("Hazardous Materials"), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. section 9601 et seq. ("CERCLA"); The Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901 et seq. ("RCRA"); Superfund Amendments and Reauthorization Act of 1986, Public Law No. 99-499 ("SARA"); Toxic Substances Control Act, 15 U.S.C. section 2601 et seq. ("TSCA"); the Hazardous Materials Transportation Act, 49 U.S.C. section 1801 et seq.; and any other state superlien or environmental clean-up or disclosure statutes (all such laws, rules and regulations being referred to collectively as "Environmental Laws"), (ii) Mortgagor has not caused or suffered to occur any discharge, spill, uncontrolled loss or seepage of any Hazardous Materials onto any property adjoining the Mortgaged Property, (iii) Mortgagor has not received any complaint, notice, letter, or other communication from occupants, tenants, guests, employees, licensees or any other person regarding odors, poor indoor air quality, Mold, or any activity, condition, event or omission that causes or facilitates the growth of Mold and Mortgagor further represents to the best of its knowledge that no Mold or any activity, condition, event or omission that causes or facilitates the growth of Mold exists at the Mortgaged Property, (iv) neither the Mortgagor nor any tenant or occupant of all or part of the Mortgaged Property is now or has been involved in operations at the Mortgaged Property which could lead to liability

for Mortgagor or any other owner of the Mortgaged Property or the imposition of a lien on the Mortgaged Property under any Environmental Law and (v) all representations and warranties made in that certain Environmental Certificate (the "Environmental Certificate") attached to the Loan Commitment are true and complete as of the date hereof.

(b) At its sole cost and expense, Mortgagor shall comply with and shall cause all tenants and other occupants of the Mortgaged Property to comply with all Environmental Laws now in effect or hereafter enacted with respect to the discharge, generation, removal, transportation, storage and handling of Hazardous Materials. Mortgagor shall promptly notify Mortgagee if Mortgagor shall become aware of any Hazardous Materials on or near the Mortgaged Property (except materials which (i) are ordinarily and customarily used in the regular operation of the Mortgaged Property for the use specified in Paragraph 8 above by the Mortgagor or any current tenant or any future tenant, which tenant and its Lease have been approved by the Mortgagee, and (ii) are used, stored, disposed of and handled in compliance with and in quantities permitted by all applicable Environmental Laws) and/or if Mortgagor shall become aware that the Mortgaged Property is in direct or indirect violation of any Environmental Laws and/or if Mortgagor shall become aware of any condition on or near the Mortgaged Property which shall pose a threat to the health, safety or welfare of humans. Mortgagor shall promptly remove all Hazardous Materials from the Mortgaged Property, such removal to be performed in accordance with all applicable federal, state and local laws, statutes, rules and regulations. Mortgagor shall pay immediately when due the cost of removal of any Hazardous Materials and shall keep the Mortgaged Property free of any lien imposed pursuant to any Environmental Laws now in effect or hereafter enacted. Mortgagor shall notify Mortgagee in writing immediately upon learning that any of the answers on the Environmental Certificate either was not true when made or is no longer true. If any event occurs which causes any of the answers on the Environmental Certificate to be no longer true, then such change shall constitute an Event of Default if Mortgagee determines, in its sole discretion, that such change is adverse.

(c) Mortgagor grants Mortgagee and its employees and agents an irrevocable and non-exclusive license, subject to the rights of tenants, upon the occurrence of an Event of Default, or if no Event of Default has occurred, if Mortgagee has a reasonable belief that an environmental condition exists at the Mortgaged Property, to enter the Mortgaged Property to conduct testing and to remove any Hazardous Materials, and the costs of such testing and removal shall immediately become due to Mortgagee and shall be secured by this Mortgage. If Mortgagee has a reasonable belief that an environmental condition exists at the Mortgaged Property, Mortgagor, promptly upon the request of Mortgagee, shall provide Mortgagee with an environmental site assessment or environmental audit report, or an update of such an assessment or report, all in scope, form and content satisfactory to Mortgagee. Mortgagor shall maintain the integrity of all storage tanks and drums on or under the Mortgaged Property during the term of the Loan in compliance with all Environmental Laws now in effect or hereafter enacted. Mortgagor shall follow an operation and maintenance program with respect to all storage tanks and drums on or under the Mortgaged Property, which program has been approved in writing by Mortgagee.

(d) MORTGAGOR SHALL INDEMNIFY MORTGAGEE AND HOLD MORTGAGEE HARMLESS FROM AND AGAINST ALL LIABILITY, LOSS, COST, DAMAGE AND EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE

ATTORNEYS' FEES AND COSTS INCURRED IN THE INVESTIGATION, DEFENSE AND SETTLEMENT OF CLAIMS) THAT MORTGAGEE MAY INCUR AS A RESULT OF OR IN CONNECTION WITH THE ASSERTION AGAINST MORTGAGEE (WHETHER AS PAST OR PRESENT MORTGAGEE OF THIS MORTGAGE, AS MORTGAGEE IN POSSESSION OR AS PAST OR PRESENT OWNER OF THE MORTGAGED PROPERTY BY VIRTUE OF A FORECLOSURE OR ACCEPTANCE OF A DEED IN LIEU OF FORECLOSURE) OF ANY CLAIM RELATING TO THE PRESENCE AND/OR RELEASE, THREATENED RELEASE, STORAGE, DISPOSAL, GENERATING OR REMOVAL OF ANY HAZARDOUS MATERIALS OR COMPLIANCE WITH ANY ENVIRONMENTAL LAWS NOW IN EFFECT OR HEREAFTER ENACTED. THE OBLIGATIONS AND LIABILITIES OF MORTGAGOR UNDER THIS PARAGRAPH 39 SHALL SURVIVE FULL PAYMENT OF THE LOAN, ENTRY OF A JUDGMENT OF FORECLOSURE OR ACCEPTANCE OF A DEED IN LIEU OF FORECLOSURE OR ANY SUBSEQUENT TRANSFER TO A THIRD PARTY. IT IS UNDERSTOOD THAT THE PRESENCE AND/OR RELEASE OF SUBSTANCES REFERRED TO IN THIS SECTION HEREOF DOES NOT PERTAIN TO A PRESENCE AND/OR RELEASE WHICH FIRST OCCURS SOLELY AFTER (A) REPAYMENT OF THE LOAN IN FULL IN ACCORDANCE WITH THE LOAN DOCUMENTS OR (B) ACQUISITION OF TITLE TO THE MORTGAGED PROPERTY BY MORTGAGEE UPON A FORECLOSURE OR ACCEPTANCE OF A DEED IN LIEU OF FORECLOSURE AND SURRENDER OF POSSESSION AND OCCUPANCY OF THE MORTGAGED PROPERTY BY MORTGAGOR, ITS AGENTS, AFFILIATES, EMPLOYEES AND INDEPENDENT CONTRACTORS. MORTGAGOR SHALL HAVE THE BURDEN OF PROVING THAT THE CONDITIONS IN THIS SUBPARAGRAPH (D) WERE SATISFIED BY CLEAR AND CONVINCING EVIDENCE AND SHALL CONTINUE TO DEFEND WITH COUNSEL SATISFACTORY TO MORTGAGEE AND SHALL INDEMNIFY AND HOLD MORTGAGEE HARMLESS FOR ALL MATTERS SET FORTH IN THIS PARAGRAPH 39, UNLESS AND UNTIL A COURT OF COMPETENT JURISDICTION FINDS THAT MORTGAGOR HAS MET SUCH BURDEN.

(e) Nothing contained herein shall constitute or be construed as a waiver of any statutory or judicial federal, state or local law which may provide rights or remedies to Mortgagee against Mortgagor or others in connection with any claim relating to the Mortgaged Property and pertaining to the presence and/or release, threatened release, storage, disposal, generating or removal of any Hazardous Materials or to the failure to comply with any Environmental Laws now or hereafter enacted.

40. Asbestos. Mortgagor shall not install or permit to be installed in the Mortgaged Property, friable asbestos or any substance containing asbestos. With respect to any such material currently present in the Mortgaged Property, Mortgagor, at Mortgagor's expense, shall promptly comply with and shall cause all occupants of the Mortgaged Property to comply with all present and future applicable federal, state or local laws, rules, regulations or orders relating to asbestos, friable asbestos and asbestos containing materials. In the event any asbestos, friable asbestos or asbestos containing material is discovered at the Mortgaged Property, Mortgagor shall obtain a comprehensive asbestos report prepared by a licensed engineer or asbestos consultant acceptable to Mortgagee describing the form, extent, location and condition of such asbestos and recommending methods of removal or abatement. Mortgagor

shall promptly comply at its sole cost and expense with the recommendations contained in such report, such compliance to be performed in accordance with all applicable federal, state and local laws, statutes, rules and regulations. Mortgagor shall indemnify Mortgagee and hold Mortgagee harmless from and against all loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and costs incurred in the investigation, defense and settlement of claims) that Mortgagee may incur as a result of or in connection with the assertion against Mortgagee (whether as past or present mortgagee under this Mortgage, as mortgagee in possession, or as past or present owner of the Mortgaged Property by virtue of a foreclosure or acceptance of a deed in lieu of foreclosure) of any claim relating to the presence or removal of any asbestos substance referred to in this Paragraph 40, or compliance with any federal, state or local laws, rules, regulations or orders relating thereto. The obligations and liabilities of Mortgagor under this Paragraph 40 shall survive full payment of the Loan, a foreclosure or the acceptance of a deed in lieu of foreclosure.

41. **Bankruptcy or Insolvency**. In the event that Mortgagor or any Guarantor or, if Mortgagor or any Guarantor is a general or limited partnership, any general partner of any such entity (a) admits in writing its inability to pay its debts generally as they become due, or does not pay its debts generally as they become due, (b) commences as debtor any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law, or seeks or consents to the appointment of a receiver, conservator, trustee, custodian, manager, liquidator or similar official for it or the whole or any substantial part of its property, (c) has a receiver, conservator, trustee, custodian, manager, liquidator, or similar official appointed for it or the whole or any substantial part of its property, by any governmental authority with jurisdiction to do so, (d) makes a proposal or any assignment for the benefit of its creditors, or enters into an arrangement or composition or similar plan or scheme with or for the benefit of creditors generally occurring in circumstances in which such entity is unable to meet its obligations as they become due or (e) has filed against it any case or proceeding under any bankruptcy, insolvency, reorganization, liquidation, dissolution or similar law which (i) is consented to or not timely contested by such entity, (ii) results in the entry of an order for relief, appointment of a receiver, conservator, trustee, custodian, manager, liquidator or similar official for such entity or the whole or any substantial part of its property or (iii) is not dismissed within sixty (60) days, an Event of Default shall have occurred and as a result, the entire principal balance of the Note and all obligations under any Guaranty shall become immediately due and payable at the option of Mortgagee without notice to Mortgagor or any Guarantor and Mortgagee may exercise any remedies available to it hereunder, under any other Loan Document, at law or in equity.

42. **Compliance with ERISA and State Statutes on Governmental Plans**.

(a) Mortgagee represents and warrants to Mortgagor that, as of the date of this Mortgage and throughout the term of this Mortgage, the source of funds from which Mortgagee extends this Mortgage is its general account, which is subject to the claims of its general creditors under state law.

(b) Mortgagor represents and warrants that, as of the date of this Mortgage and throughout the term of this Mortgage, (i) Mortgagor is not an "employee benefit plan" as defined in Section 3(3) of the Employee Retirement Income Security Act of 1974, as

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

amended ("ERISA"), which is subject to Title I of ERISA and (ii) the assets of the Mortgagor do not constitute "plan assets" of one or more such plans within the meaning of 29 C.F.R. § 2510.3-101.

(c) Mortgagor represents and warrants to Mortgagee that, as of the date of this Mortgage and throughout the term of this Mortgage (i) Mortgagor is not a "governmental plan" within the meaning of Section 3(32) of ERISA and (ii) transactions by or with Mortgagor or any Mortgagor are not subject to state statutes regulating investments of and fiduciary obligations with respect to governmental plans.

(d) Mortgagor covenants and agrees to deliver to Mortgagee such certifications or other evidence from time to time throughout the term of this Mortgage, as requested by Mortgagee in its sole discretion, that (i) Mortgagor is not an "employee benefit plan" or a "governmental plan", (ii) Mortgagor is not subject to state statutes regulating investments and fiduciary obligations with respect to governmental plans, and (iii) one or more of the following circumstances is true:

(A) Equity interests in Mortgagor are publicly offered securities, within the meaning of 29 C.F.R. § 2510.3-101(b)(2);

(B) Less than 25 percent of all equity interests in the Mortgagor are held by "benefit plan investors" within the meaning of 29 C.F.R. § 2510.3-101(f)(2); or

(C) Mortgagor qualifies as an "operating company" or a "real estate operating company" within the meaning of 29 C.F.R. § 2510.3.-101(c) or (e).

(e) Any of the following shall constitute an Event of Default under this Mortgage, entitling Mortgagee to exercise any and all remedies to which it may be entitled under this Mortgage, and any other Loan Documents (i) the failure of any representation or warranty made by any Mortgagor under this Paragraph 42 to be true and correct in all respects, (ii) the failure of any Mortgagor to provide Mortgagee with the written certifications and evidence referred to in this Paragraph 42 or (iii) the consummation by Mortgagor of a transaction which would cause this Mortgage or any exercise of Mortgagee's rights under this Mortgage, or the other Loan Documents to constitute a non-exempt prohibited transaction under ERISA or a violation of a state statute regulating governmental plans, or otherwise subjecting Mortgagee to liability for violation of ERISA or such state statute.

(f) Mortgagor shall indemnify Mortgagee and defend and hold Mortgagee harmless from and against all civil penalties, excise taxes, or other loss, cost, damage and expense (including, without limitation, reasonable attorneys' fees and disbursements and costs incurred in the investigation, defense and settlement of claims and losses incurred in correcting any prohibited transaction or in the sale of a prohibited loan, and in obtaining any individual prohibited transaction exemption under ERISA that may be required, in Mortgagee's sole discretion) that Mortgagee may incur, directly or indirectly, as a result of a default under this

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Paragraph 42. This indemnity shall survive any termination, satisfaction or foreclosure under this Mortgage.

43. **Assignments**. Mortgagee shall have the right to assign or transfer its rights under this Mortgage without limitation. Any assignee or transferee shall be entitled to all the benefits afforded Mortgagee under this Mortgage.

44. **Cooperation**. Mortgagor acknowledges that Mortgagee and its successors and assigns may (a) sell this Mortgage, the Note and other Loan Documents to one or more investors as a whole loan, (b) participate the Loan to one or more investors, (c) deposit this Mortgage, the Note and other Loan Documents with a trust, which trust may sell certificates to investors evidencing an ownership interest in the trust assets or (d) otherwise sell the Loan or interest therein to investors (the transactions referred to in clauses (a) through (d) are hereinafter referred to as "Secondary Market Transactions"). Mortgagor shall, at its expense, cooperate in good faith with Mortgagee (aa) in effecting any such Secondary Market Transaction and (bb) to implement all requirements imposed by the Rating Agency involved in any Secondary Market Transaction including, without limitation, all structural or other changes to the Loan, modifications to any documents evidencing or securing the Loan, delivery of opinions of counsel acceptable to the Rating Agency and addressing such matters as the Rating Agency may require; provided, however, that Mortgagor shall not be required to modify any documents evidencing or securing the Loan which would modify (i) the interest rate payable under the Note, (ii) the stated maturity of the Note, (iii) the amortization of principal of the Note or (iv) any other material economic term of the Loan. Mortgagor shall provide such information and documents relating to Mortgagor, Guarantor, if any, the Mortgaged Property, the Ground Lease, any of the Leases and the tenants thereunder as Mortgagee may reasonably request in connection with a Secondary Market Transaction. Mortgagee shall have the right to provide to prospective investors any information in its possession, including, without limitation, financial statements relating to Mortgagor, the Guarantor, the Mortgaged Property and the tenants under the Leases. Mortgagor acknowledges that certain information regarding the Loan and the parties thereto and the Mortgaged Property may be included in a private placement memorandum, prospectus or other disclosure documents.

45. **Indemnification for Non-Recourse Carveout Obligations**. Mortgagor hereby covenants and agrees unconditionally and absolutely to indemnify and save harmless Mortgagee, its officers, directors, shareholders, employees, agents and attorneys against all damages, losses, liabilities, obligation, claims, litigation, demands or defenses, judgments, suits, proceedings, fines, penalties, costs, disbursements and expenses of any kind or nature whatsoever (including without limitation attorneys' fees reasonably incurred), which may at any time be imposed upon, incurred by or asserted or awarded against Mortgagee and arising from the Non-Recourse Carveout Obligations.

This indemnity shall survive any foreclosure of this Mortgage, the taking of a deed in lieu thereof or any other discharge of the obligations of the Mortgagor hereunder or a transfer of the Mortgaged Property, even if the indebtedness secured hereby is satisfied in full. Mortgagor agrees that the indemnification granted herein may be enforced by Mortgagee without resorting to or exhausting any other security or collateral or without first having recourse to the Note or the Mortgaged Property covered by this Mortgage through foreclosure proceedings or

otherwise; provided, however, that, subject to Paragraph 46 of this Mortgage, nothing herein contained shall prevent Mortgagee from suing on the Note or foreclosing this Mortgage or from exercising any other rights under the Loan Documents.

46. **Exculpation**. Notwithstanding anything to the contrary contained herein, but subject to Paragraph 45 hereof, any claim based on or in respect of any liability of Mortgagor under the Note or under this Mortgage or any other Loan Document shall be enforced only against the Mortgaged Property and any other collateral now or hereafter given to secure the Loan and not against any other assets, properties or funds of Mortgagor; provided, however, that the liability of Mortgagor for loss, costs or damage arising out of the matters described below (collectively, "Non-Recourse Carveout Obligations") shall not be limited solely to the Mortgaged Property and other collateral now or hereafter given to secure the Loan but shall include all of the assets, properties and funds of Mortgagor (i) fraud, misrepresentation and waste, (ii) any rents, issues or profits collected more than one (1) month in advance of their due dates, (iii) any misapplication of rents, issues or profits, security deposits and any other payments from tenants or occupants (including, without limitation, lease termination fees) insurance proceeds, condemnation awards, or other sums of a similar nature, (iv) liability under environmental covenants, conditions and indemnities contained in this Mortgage and in any separate environmental indemnity agreements, (v) personalty or fixtures removed or allowed to be removed by or on behalf of Mortgagor and not replaced by items of equal or greater value or functionality than the personalty or fixtures so removed, (vi) failure to pay taxes, assessments or ground rents prior to delinquency, or to pay charges for labor, materials or other charges which can create liens on any portion of the Mortgaged Property and any sums expended by Mortgagee in the performance of or compliance with the obligations of Mortgagor under the Loan Documents, including, without limitation, sums expended to pay taxes or assessments or hazard insurance premiums or bills for utilities or other services or products for the benefit of the Mortgaged Property, (vii) the unauthorized sale, conveyance or transfer of title to the Mortgaged Property or encumbrance of the Mortgaged Property, (viii) the failure of Mortgagor to maintain its status as a single asset entity pursuant to its organizational documents and the Loan Documents, (ix) a violation of the provisions of Paragraph 18(h) of this Mortgage, (x) an amount equal to the sum of all payments made to the holder of any Permitted Secured Subordinate Financing during any period in which a default exists under any of the Loan Documents and (xi) attorney's fees, court costs and other expenses incurred by Mortgagee in connection with enforcement of Mortgagor's personal liability as set forth herein. Nothing herein shall be deemed (w) to be a waiver of any right which Mortgagee may have under any bankruptcy law of the United States or the State of Florida, including, but not limited to, Section 506(a), 506(b), 1111(b) or any other provisions of the U.S. Bankruptcy Code, to file a claim for the full amount of the indebtedness secured by this Mortgage or to require that all of the collateral securing the indebtedness secured hereby shall continue to secure all of the indebtedness owing to Mortgagee under the Note, this Mortgage and the other Loan Documents; (x) to impair the validity of the indebtedness secured by this Mortgage; (y) to impair the right of Mortgagee as Mortgagee or secured party or the to commence an action to foreclose any lien or security interest; or (z) to modify, diminish or discharge the liability of any Guarantor under any Guaranty.

47. **Notices**. Any notice, demand, statement, request or consent made hereunder shall be effective and valid only if in writing, referring to this Mortgage, signed by the

party giving such notice, and delivered either personally to such other party, or sent by nationally recognized overnight courier delivery service or by certified mail of the United States Postal Service, postage prepaid, return receipt requested, addressed to the other party as follows (or to such other address or person as either party or person entitled to notice may by notice to the other party specify):

To Mortgagee:

John Hancock Life Insurance Company
c/o Real Estate Finance Group
197 Clarendon Street, C-3
Boston, MA 02116
Re: Loan No. 520271

and with a copy concurrently to:

John Hancock Life Insurance Company
c/o Real Estate Law
197 Clarendon Street, C-3
Boston, MA 02116
Attention: Nathaniel I. Margolis, Esquire

To Mortgagor:

John T. Conroy, Jr. Trustee
Page Field Medical Village Land Trust
636 15th Avenue South
Naples, Florida 34102

and with a copy concurrently to:

Kristin M. Conroy, Esquire
Conroy, Conroy & Durent, P.A.
2210 Vanderbilt Beach Road, # 1201
Naples, Florida 34109

Unless otherwise specified, notices shall be deemed given as follows: (i) if delivered personally, when delivered, (ii) if delivered by nationally recognized overnight courier delivery service, on the day following the day such material is sent, or (iii) if delivered by certified mail, on the third day after the same is deposited with the United States Postal Service as provided above. Either party may change their address for notice purposes upon giving fifteen (15) days prior notice thereof in accordance with this paragraph.

48. Non-Waiver. The failure of Mortgagee to insist upon strict performance of any term hereof shall not be deemed to be a waiver of any term of this Mortgage. Mortgagor

shall not be relieved of Mortgagor's obligations hereunder by reason of (a) failure of Mortgagee to comply with any request of Mortgagor or any Guarantor to take any action to foreclose this Mortgage or otherwise enforce any of the provisions hereof or of the Note, any Guaranty or the other Loan Documents, (b) the release, regardless of consideration, of the whole or any part of the Mortgaged Property, or of any person liable for the Indebtedness or portion thereof or (c) any agreement or stipulation by Mortgagee extending the time of payment or otherwise modifying or supplementing the terms of the Note, any Guaranty, this Mortgage or the other Loan Documents. Mortgagee may resort for the payment of the Indebtedness to any other security held by Mortgagee in such order and manner as Mortgagee, in its discretion, may elect. Mortgagee may take action to recover the Indebtedness, or any portion thereof, or to enforce any covenant hereof without prejudice to the right of Mortgagee thereafter to foreclose this Mortgage. The rights of Mortgagee under this Mortgage shall be separate, distinct and cumulative and none shall be given effect to the exclusion of the others. No act of Mortgagee shall be construed as an election to proceed under any one provision herein to the exclusion of any other provision. Mortgagee shall not be limited exclusively to the rights and remedies herein stated but shall be entitled to every right and remedy now or hereafter afforded by law.

49. **Joint and Several Liability**. If more than one person or party has executed this Mortgage as the Mortgagor, then the obligations and liabilities of each such person or party executing this Mortgage as Mortgagor shall be joint and several.

50. **Severability**. If any term, covenant or condition of the Note, any Guaranty or this Mortgage is held to be invalid, illegal or unenforceable in any respect, the Note, any Guaranty and this Mortgage shall be construed without such provision.

51. **Duplicate Originals**. This Mortgage may be executed in any number of duplicate originals and each such duplicate original shall be deemed to constitute but one and the same instrument.

52. **Indemnity and Mortgagee's Costs**. **MORTGAGOR AGREES TO PAY ALL COSTS, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND EXPENSES, INCURRED BY MORTGAGEE IN ENFORCING THE TERMS HEREOF AND/OR THE TERMS OF ANY OF THE OTHER LOAN DOCUMENTS OR THE NOTE OR ANY GUARANTY, WHETHER OR NOT SUIT IS FILED AND WAIVES TO THE FULL EXTENT PERMITTED BY LAW ALL RIGHT TO PLEAD ANY STATUTE OF LIMITATIONS AS A DEFENSE TO ANY ACTION HEREUNDER. MORTGAGOR AGREES TO INDEMNIFY AND HOLD MORTGAGEE HARMLESS FROM ANY AND ALL LIABILITY, LOSS, DAMAGE OR EXPENSE (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES AND DISBURSEMENTS) THAT MORTGAGEE MAY OR MIGHT INCUR HEREUNDER OR IN CONNECTION WITH THE ENFORCEMENT OF ANY OF THEIR RIGHTS OR REMEDIES HEREUNDER, ANY ACTION TAKEN BY MORTGAGEE HEREUNDER, OR BY REASON OR IN DEFENSE OF ANY AND ALL CLAIMS AND DEMANDS WHATSOEVER THAT MAY BE ASSERTED AGAINST MORTGAGEE ARISING OUT OF THE MORTGAGED PROPERTY; AND SHOULD MORTGAGEE INCUR ANY SUCH LIABILITY, LOSS, DAMAGE OR EXPENSE, THE AMOUNT THEREOF WITH INTEREST THEREON AT THE DEFAULT RATE**

SHALL BE PAYABLE BY MORTGAGOR IMMEDIATELY WITHOUT DEMAND, SHALL BE SECURED BY THIS MORTGAGE, AND SHALL BE A PART OF THE INDEBTEDNESS.

53. [Intentionally Deleted].

54. No Oral Change. This Mortgage, and any provisions hereof, may not be modified, amended, waived, extended, changed, discharged or terminated orally or by any act or failure to act on the part of Mortgagor or Mortgagee, but only by an agreement in writing signed by the party against whom enforcement of any modification, amendment, waiver, extension, change, discharge or termination is sought.

55. No Foreign Person. Mortgagor is not a "foreign person" within the meaning of Section 1445(f)(3) of the Internal Revenue Code of 1986, as amended and the related Treasury Department Regulations, including temporary regulations.

56. Separate Tax Lot. The Mortgaged Property is assessed for real estate tax purposes as one or more wholly independent tax lot or lots, separate from any adjoining land or improvements not constituting a part of such lot or lots, and no other land or improvements is assessed and taxed together with the Mortgaged Property or any portion thereof.

57. Right to Release Any Portion of the Mortgaged Property. Mortgagee may release or reconvey any portion of the Mortgaged Property for such consideration as Mortgagee may require without, as to the remainder of the Mortgaged Property, in any way impairing or affecting the lien or priority of this Mortgage, or improving the position of any subordinate lienholder with respect thereto, except to the extent that the obligations hereunder shall have been reduced by the actual monetary consideration, if any, received by Mortgagee for such release, and may accept by assignment, pledge or otherwise any other property in place thereof as Mortgagee may require without being accountable for so doing to any other lienholder. This Mortgage shall continue as a lien and security interest in the remaining portion of the Mortgaged Property.

58. Subrogation. The Mortgagee shall be subrogated for further security to the lien, although released of record, of any and all encumbrances paid out of the proceeds of the Loan secured by this Mortgage.

59. Administrative Fees. Mortgagee may charge administrative fees and be reimbursed for all costs and expenses, including reasonable attorneys' fees and disbursements, associated with reviewing and processing post-closing requests of Mortgagor.

60. Disclosure. Mortgagor represents and warrants that (a) it has fully disclosed to Mortgagee all facts material to the Mortgaged Property and the operation and tenants thereof, the Mortgagor, the Mortgagor's business operations, any guarantor of Non-Recourse Carveout Obligations, any indemnitor of environmental liabilities and any other Guarantor and any principal of any of them and the background, creditworthiness, financial condition and business operations of each, (b) all material information submitted in connection with this Loan is true, correct and complete, (c) the financial and operating statements and other

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

accounting information submitted in connection with the Loan are true, correct, complete, and fairly present the financial condition of the Mortgagor, Guarantors and indemnitors and their respective principals and have been prepared consistent with proper accounting standards; and (d) there is no litigation, action, claim, or other proceeding, pending or threatened which might, in any way, materially and/or adversely affect the Mortgagor, any Guarantor, any indemnitor or the principals of any of them, or the Mortgaged Property, Mortgagee's lien thereon, or the financial condition of the Mortgaged Property or any of the aforementioned persons, and a misrepresentation or breach of any representation, warranty or covenant shall be an Event of Default under the Loan Documents.

61. Headings, Etc. The headings and captions of various paragraphs of this Mortgage are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

62. Address of Real Property. The street address of the Real Property is as follows: 4751, 4761, 4771 South Cleveland Avenue, Ft. Myers, Florida 33907.

63. Method of Payment. All payments of principal and interest and other amounts due under this Mortgage shall be paid to Mortgagee by Automated Clearing House debit against Mortgagor's account. Mortgagor agrees to provide Mortgagee with all necessary authorizations.

64. Publicity. Mortgagor agrees that Mortgagee, at its expense, may publicize the financing of the Mortgaged Property in trade and similar publications.

65. Relationship. The relationship of Mortgagee to Mortgagor under this Mortgage is strictly and solely that of lender and borrower and nothing contained in this Mortgage or any other Loan Document is intended to create, or shall in any event or under any circumstance be construed to create, a partnership, joint venture, tenancy-in-common, joint tenancy or other relationship of any nature whatsoever between Mortgagee and Mortgagor other than that of lender and borrower.

66. Homestead. Mortgagor hereby waives and renounces all homestead and exemption rights provided by the constitution and the laws of the United States and of any state, in and to the Land as against the collection of the Indebtedness, or any part hereof.

67. No Third Party Beneficiaries. Nothing contained herein is intended or shall be deemed to create or confer any rights upon any third person not a party hereto, whether as a third-party Mortgagee or otherwise, except as expressly provided herein.

68. Compliance with Regulation U. Mortgagor represents, warrants and covenants that no part of the proceeds of the Loan will be used for the purpose (whether immediate, incidental or ultimate) of buying or carrying any margin stock within the meaning of Regulation U (12 CFR part 221) of the Board of Governors of the Federal Reserve System of the United States or for the purpose of reducing or retiring any indebtedness which was originally incurred for any such purpose, or for any other purpose which might constitute this Loan a "purpose credit" within the meaning of such Regulation U.

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69. **Entire Agreement**. This Mortgage, the Note and the other Loan Documents constitute the entire agreement among Mortgagor and Mortgagee with respect to the subject matter hereof and all understandings, oral representations and agreements heretofore or simultaneously had among the parties are merged in, and are contained in, such documents and instruments.

70. **Servicer**. Mortgagee may from time to time appoint a servicer (the "Servicer") to administer the Loan, which Servicer shall have the power and authority to exercise all of the rights and remedies of Mortgagee and to act as agent of Mortgagee hereunder.

71. **Book Entry**. Mortgagor hereby appoints Mortgagee as its agent for the purpose of maintaining a registration book in which the ownership of the Note shall be recorded. In addition to any provisions set forth in the Loan Documents, the Note may be sold, transferred or assigned only upon notification by the holder to Mortgagee at the address indicated below that a sale, transfer or assignment of the Note has been duly executed by the holder.

Notice of any sale, transfer or assignment of the Note is to be provided to:

John Hancock Life Insurance Company
c/o Book Entry Agent
Real Estate Finance Group
197 Clarendon Street, C-3
Boston, Massachusetts 02116
Attention: Arthur J. Francis

72. **Governing Law; Consent to Jurisdiction**. THIS MORTGAGE SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAW OF THE STATE OF FLORIDA WITHOUT REGARD TO CONFLICT OF LAW PROVISIONS THEREOF. EACH MORTGAGOR, ENDORSER AND GUARANTOR HEREBY SUBMITS TO PERSONAL JURISDICTION IN SAID STATE AND THE FEDERAL COURTS OF THE UNITED STATES OF AMERICA LOCATED IN SAID STATE (AND ANY APPELLATE COURTS TAKING APPEALS THEREFROM) FOR THE ENFORCEMENT OF THE MORTGAGOR'S, ENDORSER'S OR GUARANTOR'S OBLIGATIONS HEREUNDER, UNDER THE NOTE, THE GUARANTY AND THE OTHER LOAN DOCUMENTS, AND WAIVES ANY AND ALL PERSONAL RIGHTS UNDER THE LAW OF ANY OTHER STATE TO OBJECT TO JURISDICTION WITHIN SUCH STATE FOR THE PURPOSES OF SUCH ACTION, SUIT, PROCEEDING OR LITIGATION TO ENFORCE SUCH OBLIGATIONS OF THE MORTGAGOR, ENDORSER OR GUARANTOR. EACH MORTGAGOR, ENDORSER AND GUARANTOR HEREBY WAIVES AND AGREES NOT TO ASSERT, AS A DEFENSE IN ANY ACTION, SUIT OR PROCEEDING ARISING OUT OF OR RELATING TO THIS MORTGAGE, THE NOTE, ANY GUARANTY OR ANY OTHER LOAN DOCUMENT, (A) THAT IT IS NOT SUBJECT TO SUCH JURISDICTION OR THAT SUCH ACTION, SUIT OR PROCEEDING MAY NOT BE BROUGHT OR IS NOT MAINTAINABLE IN THOSE COURTS OR THAT THIS MORTGAGE, THE NOTE, THE GUARANTY AND/OR ANY OF THE OTHER LOAN DOCUMENTS MAY NOT BE ENFORCED IN OR BY THOSE COURTS OR THAT IT IS EXEMPT OR IMMUNE FROM

EXECUTION, (B) THAT THE ACTION, SUIT OR PROCEEDING IS BROUGHT IN AN INCONVENIENT FORUM OR (C) THAT THE VENUE OF THE ACTION, SUIT OR PROCEEDING IS IMPROPER. IN THE EVENT ANY SUCH ACTION, SUIT, PROCEEDING OR LITIGATION IS COMMENCED, MORTGAGOR, ENDORSER AND GUARANTOR AGREE THAT SERVICE OF PROCESS MAY BE MADE, AND PERSONAL JURISDICTION OVER THE MORTGAGOR, ENDORSER OR GUARANTOR OBTAINED, BY SERVICE OF A COPY OF THE SUMMONS, COMPLAINT AND OTHER PLEADINGS REQUIRED TO COMMENCE SUCH LITIGATION UPON THE MORTGAGOR, ENDORSER OR GUARANTOR BY SERVING SUCH PARTY AT 636 15TH AVENUE SOUTH, NAPLES, FLORIDA, 34102 OR TO KRISTIN M. CONROY, ESQUIRE, CONROY, CONROY & DURENT, P.A., 2210 VANDERBILT BEACH ROAD, # 1201, NAPLES, FLORIDA 34109. MORTGAGOR HEREBY IRREVOCABLY APPOINTS KRISTIN M. CONROY, ESQUIRE AS ITS AGENT FOR PURPOSES OF ACCEPTING SERVICE OF PROCESS.

73. **Future Advances.** This Mortgage is given to secure not only existing indebtedness, but also future advances, whether such advances are obligatory or are to be made at the option of Lender, or otherwise, as are made within twenty (20) years from the date hereof, to the same extent as if such future advances are made on the date of the execution of this Mortgage. The total amount of indebtedness that may be so secured may decrease to a zero amount from time to time, or may increase from time to time, but the total unpaid balance secured at one time shall not exceed twice the face amount of the Note, plus interest thereon, and any disbursements made for the payment of taxes, levies or insurance on the Mortgaged Property.

74. **Counterparts.** To facilitate execution, this Mortgage may be executed in as many counterparts as may be convenient or required. It shall not be necessary that the signature of, or on behalf of, each party, or that the signature of all persons required to bind any party, appear on each counterpart. All counterparts shall collectively constitute a single instrument. It shall not be necessary in making proof of this Mortgage to produce or account for more than a single counterpart containing the respective signatures of, or on behalf of, each of the parties hereto. Any signature page to any counterpart may be detached from such counterpart without impairing the legal effect of the signatures thereon and thereafter attached to another counterpart identical thereto except having attached to it additional signature pages.

75. **WAIVER OF JURY TRIAL. MORTGAGOR AND MORTGAGEE DO HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THEIR RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION BASED HEREON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS MORTGAGE, THE NOTE SECURED HEREBY, ANY OF THE OTHER LOAN DOCUMENTS, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN) OR ANY ACTION OF EITHER PARTY ARISING OUT OF OR RELATED IN ANY MANNER TO THIS MORTGAGE, THE NOTE SECURED HEREBY, THE LOAN SECURED HEREBY, THE OTHER LOAN DOCUMENTS OR THE PREMISES (INCLUDING WITHOUT LIMITATION, ANY ACTION TO RESCIND OR CANCEL THIS MORTGAGE AND ANY CLAIMS OR**

DEFENSES ASSERTING THAT THIS MORTGAGE WAS FRAUDULENTLY INDUCED OR IS OTHERWISE VOID OR VOIDABLE). THIS WAIVER IS A MATERIAL INDUCEMENT FOR THE DELIVERY AND ACCEPTANCE OF THIS MORTGAGE AND SHALL SURVIVE THE CLOSING OR ANY TERMINATION OF THIS MORTGAGE OR THE OTHER LOAN DOCUMENTS.

PART III – GROUND LEASE PROVISIONS

76. **Representations and Warranties Regarding Ground Lease**. The Mortgagor represents and warrants to the Mortgagee that the following statements are true and correct in all respects:

(a) The documents listed in the definition of the Ground Lease above are all of the documents amending, modifying, affecting or assigning the Ground Lease. There are no other oral or written agreements, understandings or the like between Ground Lessor and Ground Lessee relating to the Leased Premises, the Leasehold Estate or the Ground Lease transaction. A memorandum of the Ground Lease has been recorded among the Public Records of Lee County, Florida. True, correct and complete, copies of the documents listed in the definition of the Ground Lease listed in the definition of Ground Lease above are attached to the Lease Certificate delivered in connection with this Mortgage.

(b) The Ground Lease is in full force and effect and is valid, binding and enforceable against Mortgagor.

(c) [Intentionally Deleted]

(d) [Intentionally Deleted]

(e) [Intentionally Deleted]

(f) All of the site work, plans and improvements contemplated to be completed in the Ground Lease have been entirely completed as required thereby, and all permits, approvals and licenses contemplated in the Ground Lease have been obtained. Ground Lessor does not own and makes no claim to such site work, plans, improvements, permits, approvals or licenses ("Improvements and Approvals") and Mortgagor as Ground Lessee owns the Improvements and Approvals, subject to Ground Lessor's remainder interest upon expiration of the Ground Lease term.

(g) Mortgagor as Ground Lessee presently maintains insurance coverage which satisfies the requirements imposed upon the Mortgagor as Ground Lessee for insurance coverage as set forth in the Ground Lease.

(h) The Mortgagor as Ground Lessee has no defense, set off, basis for withholding of Ground Rent, claims or counter claims against the Ground Lessor under the Ground Lease. There are no claims against the Mortgagor as Ground Lessee relating to the Leased Premises or its use.

(i) Mortgagor as Ground Lessee has not assigned, conveyed, transferred, sold, encumbered or mortgaged its interest in the Ground Lease or the Leased Premises and no mortgages, deeds of trust or other security interests encumber the Leasehold Estate in the Leased Premises.

(j) Mortgagor as Ground Lessee has not assigned the Ground Lease or sublet the Leased Premises, except that Mortgagor as Ground Lessee has sublet the Leased Premises to the tenants set forth on that certain rent roll delivered to the Lender in connection with the closing of the Loan and occupants of the medical office buildings located on Mortgaged Property.

(k) Except for the Extension Options and the Additional Enumerated Rights (as defined below), the Lease contains no options, rights of first refusal or other preferential right to purchase or lease all or any portion of the Leased Premises and contains no rights that have accrued as of the date of this Agreement, to terminate, renew or extend the term of the Lease, except any such rights that may exist under the Lease that have expired as of the date of this Agreement. Notwithstanding the foregoing, the following additional rights exist under the Lease in addition and not including the Extension Options ("Additional Enumerated Rights"):

(l) Mortgagor as Ground Lessee does not possess any right of first refusal to purchase the Leased Premises.

(m) (i) Mortgagor has not waived, canceled or surrendered any of its rights under the Ground Lease; (ii) Mortgagor is the sole owner of, and has good and marketable title to, the Leasehold Estate; (iii) the Leased Premises and the Mortgaged Property are free and clear of all liens, encumbrances and other matters affecting title, other than the lien of this Mortgage and the easements and restrictions listed in a schedule of exceptions to coverage in the title insurance policy issued to Mortgagee contemporaneously with the execution and recordation of this Mortgage and insuring Mortgagee's interest in the Mortgaged Property; (iv) there is no existing Ground Lessee Default (hereinafter defined) and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a Ground Lessee Default; and (v) to the best of Mortgagor's knowledge, there is no existing Ground Lessor Default (hereinafter defined) and no event has occurred which, with the passage of time or the giving of notice, or both, would constitute a Ground Lessor Default.

77. **Notices Under Ground Lease**. Mortgagor shall immediately deliver to Mortgagee, within two (2) business days of Mortgagor's receipt, a true and correct copy of each notice, demand, complaint or request from Ground Lessor under, or with respect to, the Ground Lease.

78. **Mortgagor's Obligations to Comply with Ground Lease**. Mortgagor shall (i) pay the Ground Rent and all other sums of money due and payable at any time and from time to time under the Ground Lease as and when such sums become due and payable, but in any event before the expiration of any grace period provided in the Ground Lease for the payment of

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

any such sum, and (ii) at all times fully perform, observe and comply with all other terms, covenants and conditions of the Ground Lease to be performed, observed or complied with by Mortgagor as Ground Lessee under the Ground Lease. If the Ground Lease does not provide for a grace period for the payment of a sum of money, Mortgagor shall make the payment on or before the date on which the payment becomes due and payable. Mortgagor shall deliver evidence of the payment to Mortgagee within ten (10) days after receipt of a written request from Mortgagee for evidence of such payment.

79. **Mortgagee's Right to Cure Ground Lessee Defaults**. At any time after Mortgagee receives notice of a Ground Lessee Default, (i) Mortgagee may (but shall not be obligated to do so), make any payment, perform any obligation and take any other action Mortgagor would have the right to pay, perform or take under the Ground Lease which Mortgagee deems necessary or desirable to cure the Ground Lessee Default, and (ii) Mortgagee and its authorized agents shall have the right at any time or from time to time to enter the Land and Improvements, or any part thereof, to such extent and as often as Mortgagee, in its reasonable discretion, deems necessary or desirable in order to cure the Ground Lessee Default. Mortgagee may exercise its rights hereunder immediately after receipt of notice of a Ground Lessee Default and without regard to any grace period provided to Mortgagor in the Ground Lease to cure the Ground Lessee Default. For purposes of exercising its rights hereunder, Mortgagee shall be fully protected for any action taken or omitted to be taken by Mortgagee, in good faith, in reliance on any written notice from Ground Lessor stating that a Ground Lessee Default has occurred and is continuing even though Mortgagor may question or deny the existence or nature of the Ground Lessee Default. All expenditures made by Mortgagee pursuant hereto to cure a Ground Lessee Default shall become an additional part of the Indebtedness.

80. **Covenants to Protect Leasehold Estate**. Mortgagor shall not, without the written consent of Mortgagee (which may be given or withheld by Mortgagee in its sole discretion), (i) surrender the Leasehold Estate to Ground Lessor or terminate or cancel the Ground Lease, (ii) amend, modify or change the Ground Lease, either orally or in writing, or waive any of Mortgagor's rights under the Ground Lease, (iii) subordinate the Ground Lease or the Leasehold Estate to any mortgage, deed of trust or other lien on Ground Lessor's fee title to the Leased Premises, or (iv) except as otherwise provided herein, reject or assume the Ground Lease or assign the Leasehold Estate pursuant to Section 365(h) of the Bankruptcy Code. Mortgagor absolutely and unconditionally transfers and assigns to Mortgagee all of Mortgagor's rights to surrender, terminate, cancel, modify and change the Ground Lease, and any such surrender, termination, cancellation, modification or change made without the prior written consent of Mortgagee shall be void and have no legal effect.

81. **Ground Lessee's Bankruptcy**.

(a) Mortgagor assigns to Mortgagee, as additional security for the Indebtedness, Mortgagor's right to reject the Ground Lease under Section 365 of the Bankruptcy Code after the occurrence of an Event of Ground Lessee Bankruptcy (hereinafter defined), subject to subparagraph (b) below.

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(b) If, after the occurrence of an Event of Ground Lessee Bankruptcy, Mortgagor decides to reject the Ground Lease, Mortgagor shall give Mortgagee written notice, at least ten (10) days in advance, of the date on which Mortgagor intends to apply to the Bankruptcy Court for authority and permission to reject the Ground Lease. Mortgagee shall have the right, but not the obligation, within ten (10) days after receipt of Mortgagor's notice, to deliver to Mortgagor a notice ("Mortgagee's Assumption Notice") in which (i) Mortgagee demands that Mortgagor assume the Ground Lease and assign the Ground Lease to Mortgagee, or its designee, in accordance with the Bankruptcy Code, and (ii) Mortgagee agrees to cure or provide adequate assurance of prompt cure of all Ground Lessee Defaults reasonably susceptible of being cured by Mortgagee and of future performance under the Ground Lease. If Mortgagee timely delivers Mortgagee's Assumption Notice to Mortgagor, Mortgagor shall not reject the Ground Lease and shall, within ten (10) days after receipt of Mortgagee's notice, comply with the demand contained in clause (i) of Mortgagee's notice. If Mortgagee does not timely deliver Mortgagee's Assumption Notice to Mortgagor, Mortgagor shall have the right to reject the Ground Lease.

82. **Ground Lessor's Bankruptcy**.

(a) If, after the occurrence of an Event of Ground Lessor Bankruptcy (hereinafter defined), Ground Lessor rejects the Ground Lease pursuant to Section 365(h) of the Bankruptcy Code (i) Mortgagor, immediately after obtaining notice of the rejection, shall deliver a copy of the notice to Mortgagee, (ii) Mortgagor shall not, without Mortgagee's prior written consent (which may be given or withheld in Mortgagee's sole discretion), elect to treat the Ground Lease as terminated pursuant to Section 365(h) or any other applicable provision of the Bankruptcy Code, and (iii) this Mortgage and the lien created by this Mortgage shall extend to and encumber Mortgagor's retained rights under the Ground Lease that are appurtenant to the Leased Premises for the balance of the term of the Ground Lease and for any renewal or extension of those rights under the Ground Lease. Mortgagor transfers and assigns to Mortgagee, as additional security for the Indebtedness, Mortgagor's rights, after Ground Lessor's rejection of the Ground Lease, to treat the Ground Lease as terminated, and any termination of the Ground Lease made by Mortgagor without Mortgagee's prior written consent shall be void and have no legal effect.

(b) Mortgagor transfers and assigns to Mortgagee, as additional security for the Indebtedness, all of Mortgagor's rights to damages caused by Ground Lessor's rejection of the Ground Lease after the occurrence of an Event of Ground Lessor Bankruptcy and all of Mortgagor's rights to offset such damages against rent payable under the Ground Lease. As long as no Event of Default has occurred and is continuing, Mortgagee agrees that it will not enforce its rights under the preceding sentence, but will permit Mortgagor to exercise such rights with Mortgagee's prior written consent. Any amounts received by Mortgagee as damages arising out of Ground Lessor's rejection of the Ground Lease shall be applied in the manner set forth in this Mortgage.

83. **Option to Renew or Extend Ground Lease**. Mortgagor shall give Mortgagee written notice of Mortgagor's intention to exercise each option to renew or extend the term of the Ground Lease at least ninety (90) days, but not more than one hundred fifty (150)

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 2:56 PM Landmark Web Official Records Search

days, before the last day on which the option may be timely exercised. If Mortgagor intends to renew or extend the term of the Ground Lease, it shall deliver to Mortgagee, together with the notice of such decision, a copy of the notice of renewal or extension it delivers to Ground Lessor. If Mortgagor does not intend to renew or extend the term of the Ground Lease or, if Mortgagor fails to deliver its written notice of exercise of its option to renew or extend the term of the Ground Lease at least ninety (90) days before the last day on which the option may be timely exercised, Mortgagee shall have the right, but shall not be obligated, to renew or extend the term of the Ground Lease for and on behalf of Mortgagor.

84. **No Merger of Estates**. If Mortgagor acquires the fee estate of Ground Lessor under the Ground Lease (the "Fee Estate") (i) there shall be no merger between the Fee Estate and the Leasehold Estate unless all persons, including Mortgagee, having an interest in the Ground Lease consent in writing to the merger, and (ii) simultaneously with Mortgagor's acquisition of the Fee Estate, the lien of this Mortgage shall automatically, without the necessity of any further conveyance, be spread to cover the Fee Estate and as so spread shall be prior to the lien of any mortgage, deed of trust or other lien placed on the Fee Estate after the date of this Mortgage. Promptly after Mortgagor's acquisition of the Fee Estate, Mortgagor, at its sole cost and expense, including payment of Mortgagee's reasonable attorneys' fees and out-of-pocket disbursements, shall execute and deliver all documents and instruments necessary to subject the Fee Estate to the lien of this Mortgage, and shall provide to Mortgagee a title insurance policy insuring the lien of this Mortgage as a first lien on the Fee Estate and the Leasehold Estate. If Mortgagee acquires the Fee Estate and the Leasehold Estate (whether pursuant to the provisions of the Ground Lease, by foreclosure of this Mortgage, or otherwise), the Fee Estate and the Leasehold Estate shall not merge as a result of such acquisition and shall remain separate and distinct for all purposes after such acquisition unless and until Mortgagee shall elect to merge the Fee Estate and the Leasehold Estate.

85. **Appointment of Mortgagee as Mortgagor's Attorney-in-Fact**. Mortgagor makes, constitutes and appoints Mortgagee as Mortgagor's attorney-in-fact, in Mortgagor's name, place and stead, with full power of substitution, to take all actions and to sign all documents and instruments which Mortgagee, in its discretion, considers to be necessary or desirable to (i) prevent or cure a Ground Lessee Default, (ii) perform or carry out any of the Mortgagor's covenants hereunder, (iii) renew or extend the term of the Ground Lease pursuant to the terms hereof, (iv) appoint arbitrators and conduct arbitration proceedings pursuant to the Ground Lease, and (v) request and obtain estoppel certificates from Ground Lessor pursuant to the Ground Lease. Mortgagor gives and grants to Mortgagee, as Mortgagor's attorney-in-fact, full power and authority to do and perform every act and sign every document and instrument necessary and proper to be done in the exercise of the foregoing power as fully as Mortgagor might or could do, and Mortgagor hereby ratifies and confirms all acts that Mortgagee, as Mortgagor's attorney-in-fact, shall lawfully do or cause to be done by virtue of this power of attorney. This power of attorney, being coupled with an interest, shall be irrevocable as long as any of the Indebtedness remain unpaid or outstanding.

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8/4/23, 2:56 PM Landmark Web Official Records Search

86. **Ground Lease Estoppel Certificate and Agreement**. No provision of this Mortgage shall in any way alter, amend or otherwise derogate the rights of Mortgagee under a ground lease estoppel certificate and agreement entered into between and among Mortgagor, Mortgagee and Ground Lessor.

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[Signatures Appear on Next Page]

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Loan No. 520271

IN WITNESS WHEREOF, Mortgagor has duly executed and delivered this Mortgage as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Jessica L. Dickerson
Name: JESSICA L. DICKERSON

John T. Conroy, Jr., as trustee under that certain land trust dated August 15, 2002 and named the Page Field Medical Village Land Trust

Beth D. Lightner
Name: Beth D. Lightner

STATE OF FLORIDA)
) ss:
COUNTY OF Collier)

On this 8th day of December, 2006, before me personally came John T. Conroy, Jr., the trustee under that certain land trust dated August 15, 2002 and named the Page Field Medical Village Land Trust. He has produced _____ as identification or is personally known to me.

Notary Public, State of Florida
Name: _____
Commission No: _____
My Commission Expires: _____

BETH D. LIGHTNER
MY COMMISSION # DD 447051
EXPIRES: October 4, 2009
Bonded Thru Notary Public Underwriters

(Notary Seal)

Loan No. 520271

IN WITNESS WHEREOF, Mortgagee has duly executed and delivered this Mortgage as of the day and year first above written.

JOHN HANCOCK LIFE INSURANCE COMPANY,
a Massachusetts corporation

Name: Arlene B. Hart

By
W. Reid McLay
Assistant Vice President & Regional Director

Name: Thomas L Hoffman

STATE OF Maryland)
) ss:
COUNTY OF Montgomery)

On this 11 day of December, 2006, before me personally came W. Reid McLay, an Assistant Vice President & Regional Director of John Hancock Life Insurance Company, a Massachusetts corporation, and in such capacity executed and acknowledged the above instrument on behalf of said corporation. Such person ✓ is personally known to me or ___ has produced _____ as identification. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

Notary Public, State of Maryland
Name: Anne M. Csaji
Commission No: N/A
My Commission Expires: 3-1-2010

(Notary Seal)

EXHIBIT "A"

HM PROJECT #2002037
12/19/2002
REF. DWG. #E-207

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'38"W. ALONGTHE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 465.18 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.45 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 176.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S.57°30'31"E., FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N.70°45'46"E., FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,029.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N.32°57'05"E., FOR A DISTANCE OF 205.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°50'15"E., FOR A DISTANCE OF 50.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOWLER STREET THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET; THENCE RUN N.69°43'35"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N.20°31'32"E., FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'36"W., FOR A DISTANCE OF 45.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.54 FEET TO THE TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET, TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

R:\Conroy, John T (Jack)\Page Field\Hancock Permanent Financing\Title\Full Legal Description.doc

INSTR # 2006000463763, Doc Type CER, Pages 5, Recorded 12/14/2006 at 10:34 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $44.00 Deputy Clerk CFELTMAN

RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

ROBERT E. GLENN, ESQUIRE
HOLLAND & KNIGHT LLP
1600 TYSONS BOULEVARD
SUITE 700
MCLEAN, VIRGINIA 22102-4867

THIS SPACE ABOVE FOR RECORDER'S USE

MEMORANDUM OF GROUND LEASE CERTIFICATE AND AGREEMENT

THIS MEMORANDUM OF GROUND LEASE CERTIFICATE AND AGREEMENT (this "Memorandum") is made as of December 13, 2006, by **JOHN HANCOCK LIFE INSURANCE COMPANY**, a Massachusetts corporation, its successors and assigns ("Lender").

A. For good and valuable consideration, and in connection with that certain $7,600,000.00 loan made by Lender to John T. Conroy, Jr., Trustee Under Land Trust Dated August 15 2002 and Named Page Field Medical Village Land Trust, a Florida land trust (the "Ground Tenant") evidenced by that certain Amended and Restated Mortgage Note, dated of even date herewith, and secured by, among other things, that certain Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance (the "Mortgage"), dated as of even date herewith, made by Ground Tenant and Lender, and recorded in the Public Records of Lee County, Florida prior to the recordation of this Memorandum, the Lee County Port Authority, a special district and political subdivision of the State of Florida (the "Ground Landlord"), Ground Tenant and Lender have entered into that certain Ground Lease Estoppel Certificate and Agreement (the "Ground Lease Certificate"), dated of even date herewith, the terms and provisions of which are incorporated into this Memorandum by this reference as if fully set forth herein. Capitalized terms used herein shall have the meanings set forth in the Ground Lease Certificate unless otherwise defined herein.

B. The Mortgage encumbers the Ground Tenant's leasehold estate in the land described on Exhibit A attached hereto and by this reference made a part hereof (the "Land").

C. As used herein, the term " Lease" means that certain Ground Lease between Lee County Port Authority, a special district and political subdivision of the State of Florida and John T. Conroy, Jr., Trustee of the Page Field Medical Village Land Trust, dated August 7, 2002, as amended.

D. The Ground Lease Certificate provides for the granting of a "New Lease" by Ground Landlord to Lender pursuant to the following terms and provisions:

a. *New Lease Notice.* If the Lease terminates because of (1) a default under the Lease and the expiration of all applicable cure periods without a cure of such default or (2) a rejection of the Lease by Ground Tenant in any state or federal insolvency or bankruptcy proceeding, Ground Landlord shall provide the Lender with written notice that the Lease has been terminated (the "New Lease Notice"), together with a statement of (1) all sums which would have been due under the Lease on the date of the termination had such termination not occurred, and (2) all other defaults, if any, then known to Ground Landlord and not previously included in a Default Notice.

b. *Right to New Lease.* Upon such termination, Ground Landlord agrees to enter into a new lease (the "New Lease") of the Demised Premises with the Lender or its designee, at the sole and exclusive option of the Lender, for the remainder of the term of the Lease. The New Lease shall be effective as of the date of termination, at the same Rent and upon the same terms, covenants and conditions of the Lease (including without limitation all remaining options to renew but excluding requirements which are not applicable or which have already been fulfilled); provided that:

i) the Lender shall make written request upon Ground Landlord for the New Lease within sixty (60) days after the date such Lender receives a New Lease Notice;

ii) the Lender or its designee shall pay or cause to be paid to Ground Landlord at the time of execution and delivery of the New Lease any and all sums which would at the time of execution and delivery thereof be due pursuant to the Lease but for such termination and which were listed in the New Lease Notice. Additionally, Lender or its designee shall pay or cause to be paid to Ground Landlord all reasonable expenses, including without limitation reasonable attorney's fees, which Ground Landlord shall have incurred by reason of such termination and the execution and delivery of the New Lease and which have not otherwise been received by Ground Landlord from Ground Tenant or other party in interest under the Lease;

In the event of a controversy as to the amount to be paid to Ground Landlord pursuant to this Section, the payment obligation shall be satisfied if Ground Landlord shall be paid the amount not in controversy, and the Lender or its designee shall agree to pay any additional sum ultimately determined to be due by a third party arbitrator reasonably acceptable to both parties;

iii) the Lender or its designee shall agree to remedy any of Ground Tenant's defaults of which the Lender was notified in the New Lease Notice and which are reasonably susceptible of being cured by the Lender or its designee;

iv) any New Lease and any renewal lease entered into with the Lender shall be prior to any Ground Landlord Grant Of Interest in the Demised Premises;

v) the Ground Tenant under the New Lease shall have the same right, title and interest in and to the Demised Premises and the improvements thereon as Ground Tenant had under the Lease;

vi) in no event shall the Ground Tenant under the New Lease be liable for any damages suffered or incurred by Ground Landlord arising under the Lease unless such damages are specified in the New Lease Notice and/or the Default Notice; and

vii) the Ground Tenant under the New Lease shall be liable to perform the obligations imposed upon such Ground Tenant only during the period such Ground Tenant has ownership of the Leasehold Estate.

E. The Ground Lease Certificate provides that any party may record a memorandum thereof to provide notice to third parties. The purpose of this Memorandum is to give record notice of the Ground Lease Certificate and the rights created thereby, all of which are hereby confirmed and this shall not have the effect of in any way modifying, supplementing or abridging the Ground Lease Certificate or any of its provisions as the same are now or may hereafter be in force and effect. In the event of any conflict between the provisions of the Ground Lease Certificate and this Memorandum, the provisions of the Ground Lease Certificate shall prevail.

IN WITNESS WHEREOF, Lender has duly executed and delivered this Memorandum as of the day and year first above written.

JOHN HANCOCK LIFE INSURANCE COMPANY,
a Massachusetts corporation

By _____
W. Reid McLay
Assistant Vice President & Regional Director

STATE OF Maryland)
) ss:
COUNTY OF Montgomery)

On this 11 day of December, 2006, before me personally came W. Reid McLay, an Assistant Vice President & Regional Director of John Hancock Life Insurance Company, a Massachusetts corporation, and in such capacity executed and acknowledged the above instrument on behalf of said corporation. Such person ✓ is personally known to me or ___ has produced _____ as identification. [Notary, check appropriate blank; and, if obtaining identification, fill in appropriate identification number.]

Anne M. Csaji
Notary Public, State of Maryland
Name: Anne M. Csaji
Commission No: N/A
My Commission Expires: 3-1-2010

(Notary Seal)

4237830_v1

EXHIBIT "A"

HM PROJECT #2002037
12/19/2002
REF. DWG. #E-207

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'38"W. ALONGTHE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 465.18 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.45 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 176.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S.57°30'31"E., FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N.70°45'46"E., FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,029.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N.32°57'05"E., FOR A DISTANCE OF 205.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°50'15"E., FOR A DISTANCE OF 50.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOWLER STREET THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET; THENCE RUN N.69°43'35"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N.20°31'32"E., FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'36"W., FOR A DISTANCE OF 45.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.54 FEET TO THE TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET, TO THE POINT OF BEGINNING.

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R:\Conroy, John T (Jack)\Page Field\Hancock Permanent Financing\Title\Full Legal Description.doc

INSTR # 2015000275490, Doc Type ASG, Pages 3, Recorded 12/28/2015 at 11:16 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk ERECORD

Loan No. 520271:11

Prepared By: Kevin Vlad

John Hancock Life Insurance Company (U.S.A.)
Real Estate Law, C-2
197 Clarendon Street
Boston, Massachusetts 02116

~~And When Recorded Mail To:~~

Gibson, Dunn & Crutcher LLP
Attn: Erin L. Rothfuss
555 Mission Street
San Francisco, CA 94105

(Space above this line for Recorder's use)

ASSIGNMENT OF AMENDED AND RESTATED LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND NOTICE OF FUTURE ADVANCE AND AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, as successor by merger to John Hancock Life Insurance Company, a Massachusetts corporation, whose address is 197 Clarendon Street, Boston, Massachusetts 02116, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers, sets over and conveys to DEUTSCHE BANK AG New York Branch ("**Assignee**"), whose address is 60 Wall Street, 10th Floor, New York, NY 10005, all Assignor's right, title and interest in and to the: (i) Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance dated December 13, 2006, made by John T. Conroy, Trustee under Land Trust dated August 15, 2002 and named Page Field Medical Village Land Trust, a Florida land trust ("**Borrower**"), in favor of Lender, recorded on December 14, 2006, with the Lee County Clerk of Circuit Court, Florida, as Instrument No. 2006000463762, and encumbering that certain real property situated in Ft. Myers, Florida and described on *Exhibit A* attached hereto (the "**Property**") as the same may have been assigned, amended, supplemented, restated or modified; and (ii) Amended and Restated Assignment of Leases and Rents dated December ___, 2006, made by Borrower, in favor of Lender, recorded on December 14, 2006, with the Lee County Clerk of Circuit Court, Florida, as Instrument No. 2006000463761, and encumbering the Property as the same may have been assigned, amended, supplemented, restated or modified.

TO HAVE AND TO HOLD the same unto Assignee and to the successors and assigns of Assignee forever.

This Assignment is made without recourse or representation or warranty, express, implied or by operation of law, of any kind and nature whatsoever, except as set forth in that certain Loan Purchase and Sale Agreement, dated as of December 30, 2015, between Assignor and Assignee.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

Loan No. 520271:11

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of December 15, 2015.

JOHN HANCOCK LIFE INSURANCE COMPANY (U.S.A.), a Michigan corporation, as successor by merger to John Hancock Life Insurance Company, a Massachusetts corporation

By: _____
Name: Timothy J. Malik
Title: Assistant Vice President, duly authorized

COMMONWEALTH OF MASSACHUSETTS)
)SS.
SUFFOLK COUNTY)

On this 9th day of December, 2015, before me, Kimberly R. Highfield, the undersigned Notary Public, personally appeared Timothy J. Malik, personally known to me to be the person whose name is signed on the preceding page and acknowledged to me that he signed it voluntarily for its stated purposes as a duly authorized agent of John Hancock Life Insurance Company (U.S.A.).

KIMBERLY R. HIGHFIELD NOTARY PUBLIC COMMONWEALTH OF MASSACHUSETTS MY COMMISSION EXPIRES MAR. 3, 2017

_____, Notary Public
My Commission Expires: _____

Loan No. 520271:11

EXHIBIT A

Property Description

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'35"W. ALONGTHE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 650.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 466.18 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.46 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 176.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S.57°30'31"E., FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N.70°46'46"E., FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,029.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N.32°57'06"E., FOR A DISTANCE OF 206.04 FEET TO THE END OF SAID CURVE; THENCE RUN N.63°50'15"E., FOR A DISTANCE OF 50.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOWLER STREET THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET; THENCE RUN N.69°43'36"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N.20°31'32"E., FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 88°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'36"W., FOR A DISTANCE OF 46.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.64 FEET TO THE TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET, TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

DEUTSCHE BANK
50898198 FL
FIRST AMERICAN ELS
ASSIGNMENT OF MORTGAGE

WHEN RECORDED, RETURN TO:
FIRST AMERICAN TITLE INSURANCE CO.
1100 SUPERIOR AVENUE, SUITE 200
CLEVELAND, OHIO 44114
NATIONAL RECORDING

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

INSTR # 2016000208822, Doc Type ASG, Pages 4, Recorded 10/03/2016 at 09:43 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $35.50 Deputy Clerk ERECORD

3

Prepared By:

Gibson, Dunn & Crutcher LLP
555 Mission Street, Suite 3000
San Francisco, California 94105
Attention: Erin L. Rothfuss

And When Recorded Mail To:

Gibson, Dunn & Crutcher LLP
555 Mission Street, Suite 3000
San Francisco, California 94105
Attention: Erin L. Rothfuss

(Space above this line for Recorder's use)

ASSIGNMENT OF AMENDED AND RESTATED LEASEHOLD MORTGAGE, ASSIGNMENT OF LEASES AND RENTS, SECURITY AGREEMENT AND FIXTURE FILING AND NOTICE OF FUTURE ADVANCE AND AMENDED AND RESTATED ASSIGNMENT OF LEASES AND RENTS

DEUTSCHE BANK AG NEW YORK BRANCH ("**Assignor**"), whose address is 60 Wall Street, 10th floor, New York, NY 10005, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, hereby assigns, transfers, sets over and conveys to FLORIDA COMMUNITY BANK, N.A. ("**Assignee**"), whose address is 2325 Vanderbilt Beach Road, Naples, FL 34109, all Assignor's right, title and interest in and to the: (i) Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance dated December 13, 2006, made by John T. Conroy, Trustee under Land Trust dated August 15, 2002 and named Page Field Medical Village Land Trust, a Florida land trust ("**Borrower**"), in favor of John Hancock Life Insurance Company (U.S.A.), a Michigan corporation, as successor by merger to John Hancock Life Insurance Company, a Massachusetts corporation , recorded on December 14, 2006, with the Lee County Clerk of Circuit Court, Florida, as Instrument No. 2006000463762, and encumbering that certain real property situated in Ft. Myers, Florida and described on *Exhibit A* attached hereto (the "**Property**"), as assigned to Assignor pursuant to that certain Assignment of Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance and Amended and Restated Assignment of Leases and Rents, recorded on December 28, 2015, with the Lee County Clerk of Circuit Court, Florida, as Instrument No. 2015000275490 (the "**Assignment**"), as the same may have been further assigned, amended, supplemented, restated or modified; and (ii) Amended and Restated Assignment of Leases and Rents dated December ___, 2006, made by Borrower, in favor of Lender, recorded on December 14, 2006, with the Lee County Clerk of Circuit Court, Florida, as Instrument No. 2006000463761, as assigned to Assignor pursuant to the Assignment and

encumbering the Property as the same may have been assigned, amended, supplemented, restated or modified.

TO HAVE AND TO HOLD the same unto Assignee and to the successors and assigns of Assignee forever.

This Assignment is made without recourse or representation or warranty, express, implied or by operation of law, of any kind and nature whatsoever, except as expressly set forth in that certain Assignment of Loan Documents, dated as of the date hereof, between Assignor and Assignee.

[THE REMAINDER OF THIS PAGE WAS LEFT BLANK INTENTIONALLY]

IN WITNESS WHEREOF, Assignor has duly executed this Assignment as of September 30, 2016.

DEUTSCHE BANK AG NEW YORK BRANCH

By: Murray Mackinnon
Name: MURRAY MACKINNON
Title: VICE PRESIDENT

By: Alexis Block
Name: ALEXIS BLOCK
Title: DIRECTOR

STATE OF New York)
COUNTY OF New York) ss:

On the 7th day of September, 2016, before me, the undersigned, personally appeared Murray Mackinnon personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person on behalf of which the individual acted, executed the instrument.

Signature & office of individual

SASKIA A. LABRIEL
Notary Public, State of New York
No. 01LA6274940
Qualified in Kings County
Commission Expires January 14, 2017

Page Field Medical Office

EXHIBIT A

Property Description

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'38"W. ALONGTHE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 848.81 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 465.16 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.46 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 178.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S 57°30'31"E , FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 81.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N 70°45'46"E , FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,028.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N 32°57'05"E., FOR A DISTANCE OF 205.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°50'15"E . FOR A DISTANCE OF 50.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOWLER STREET THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET; THENCE RUN N.69°43'35"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N 20°31'32"E , FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 80°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'38"W., FOR A DISTANCE OF 45.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.54 FEET TO THE TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET, TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W

Page Field Medical Office

INSTR # 2016000208823, Doc Type AFF, Pages 4, Recorded 10/03/2016 at 09:43 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $35.50 Deputy Clerk ERECORD

4

This instrument prepared by and after recording return to:

Leo J. Salvatori, Esq.
Salvatori, Wood, Buckel, Carmichael & Lottes
9132 Strada Place, Fourth Floor
Naples, FL 34108-2683

CERTIFICATE OF TRUST

Pursuant to Florida Statute 736.1017

Loan No. 804094-1

STATE OF FLORIDA

COUNTY OF COLLIER

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared **JOHN T. CONROY, JR., TRUSTEE UNDER LAND TRUST DATED AUGUST 15, 2002 AND NAMED PAGE FIELD MEDICAL VILLAGE LAND TRUST**, a Florida land trust ("Affiant"), who upon being first duly sworn, did depose and say:

1. That Affiant is the sole currently acting trustee (hereinafter "Trustee" whether singular or plural) of the **LAND TRUST DATED AUGUST 15, 2002 AND NAMED PAGE FIELD MEDICAL VILLAGE LAND TRUST** and, as such, is the owner and holder of a leasehold interest in the property described on Exhibit "A" attached hereto and incorporated herein by virtue of this reference (the "Property").

2. The Trust was executed on August 15, 2002 and is currently in existence.

3. That the Settlors of the Trust are **JOHN T. CONROY, JR.**, whose address is 636 15th Avenue South, Naples, Florida 34102, and **EVELYN R. CUE**, whose address 12408 Lakewood Court, Fort Myers, Florida 33908.

4. The Trust confers upon the Trustee the power to sell, transfer, convey, mortgage, pledge, lease or encumber the Property.

8. The Trust is revocable.

9. The pending transaction is not with a beneficiary of the Trust.

10. The Trust has not been revoked, modified, or amended in any manner that would cause the representations contained in this Certificate of Trust to be incorrect.

11. Nothing in the Trust documents prohibits or restricts the Trustee from selling, transferring and/or conveying the Property.

12. The Trust has been in full force and effect during the period of ownership of the Property.

UNDER PENALTIES OF PERJURY, I declare that I have examined this Certificate and to the best of my knowledge and belief, it is true, correct and complete.

FURTHER AFFIANT SAYETH NAUGHT.

John T. Conroy, Jr., Trustee under land trust dated August 15, 2002 and named Page Field Medical Village Land Trust

SUBSCRIBED AND SWORN TO before me this 29 day of September, 2016, by JOHN T. CONROY, JR., who is personally known to me.

Notary Public

BETH D. LIGHTNER
MY COMMISSION # FF 053974
EXPIRES: October 4, 2017

PRINTED OR STAMPED NAME OF NOTARY
My Commission Expires:

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'38"W. ALONGTHE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 465.18 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.45 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 176.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S.57°30'31"E., FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N.70°45'46"E., FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,029.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N.32°57'05"E., FOR A DISTANCE OF 205.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°50'15"E., FOR A DISTANCE OF 50.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOWLER STREET THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET; THENCE RUN N.69°43'35"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N.20°31'32"E., FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'36"W., FOR A DISTANCE OF 45.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.54 FEET TO THE TO A

POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET, TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

TOGETHER WITH ANY AND ALL RIGHTS UNDER THE FOLLOWING EASEMENTS:

UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3956, PAGE 4494, AND AS RE-RECORDED IN OFFICIAL RECORDS BOOK 4199, PAGE 4428, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4144, PAGE 4896, AND AS RE-RECORDED IN OFFICIAL RECORDS BOOK 4199, PAGE 4448, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

INSTR # 2016000208824, Doc Type MTG, Pages 36, Recorded 10/03/2016 at 09:43 AM, Linda Doggett, Lee County Clerk of Circuit Court, Mtg Doc: $610.75 Int. Tax $348.90 Rec. Fee $307.50 Deputy Clerk ERECORD

5

This instrument prepared by and after recording, return to:

Leo J. Salvatori, Esq.
Salvatori, Wood, Buckel, Carmichael & Lottes
9132 Strada Place, Fourth Floor
Naples, FL 34108

AMENDED AND RESTATED LEASEHOLD MORTGAGE AND SECURITY AGREEMENT

Loan No. 804094-1

THIS INDENTURE is made and executed this 30th day of September, 2016, by **JOHN T. CONROY, JR., TRUSTEE UNDER LAND TRUST DATED AUGUST 15, 2002 AND NAMED PAGE FIELD MEDICAL VILLAGE LAND TRUST**, a Florida land trust, with a mailing address of 636 15th Avenue South, Naples, Florida 34102 (the "Borrower") to **FLORIDA COMMUNITY BANK, N.A.**, together with its successors and assigns, with offices at 2325 Vanderbilt Beach Road, Naples, Florida 34109 (the "Lender").

WITNESSETH:

WHEREAS, on July 28, 2003, Borrower executed and delivered a Promissory Note to **COMMUNITY BANK OF NAPLES, N.A.** (the "Original Lender"), in the original principal sum of **ONE MILLION SEVEN HUNDRED THOUSAND DOLLARS ($1,700,000.00)** (the "Original Note"), secured by a Leasehold Mortgage, Security Agreement and Assignment of Rents of even date therewith recorded in Official Records Book 4009, Page 2361, as re-recorded in Official Records Book 4157, Page 1955, of the Public Records of Lee County, Florida (the "Original Mortgage");

WHEREAS, on October 19, 2004, Borrower executed and delivered to Original Lender a Future Advance Promissory Note in the original principal sum of **TWO MILLION NINE HUNDRED THOUSAND DOLLARS ($2,900,000.00)**, secured by that certain Notice of Future Advance and Loan Modification Agreement of even date therewith recorded in Official Records Book 4538, Page 2178, of the Public Records of Lee County, Florida;

NOTE TO CLERK: As this is an amendment and restatement of a Promissory Note from Borrower to Community Bank of Naples, N.A. dated July 28, 2003, as since modified; as assigned to John Hancock Life Insurance Company, a Massachusetts corporation, by Community Bank of Naples, N.A. to John Hancock Life Insurance Company Assignment of Promissory Notes, Leasehold Mortgage, Security Agreement and Assignment of Rents, and other Loan Documents dated December 13, 2006 and recorded as Instrument No. 2006000463760, of the Public Records of Lee County; as further assigned to Deutsche Bank AG, New York Branch, Assignment of Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance and Amended and Restated Assignment of Leases and Rents dated December 15, 2015 and recorded as Instrument No. 2015000275490, of the Public Records of Lee County, Florida; and assigned to Lender this date, all for which documentary stamps have been affixed and cancelled. Said Amended and Restated Leasehold Mortgage currently has a principal balance of $6,475,551.53. The Amended and Restated Promissory Note secured hereby is in the principal amount of $6,650,000.00. As such, additional documentary stamp taxes in the amount of $610.75 and intangible taxes in the amount of $348.90 have been paid herewith and cancelled.

WHEREAS, on January 6, 2006, Borrower executed and delivered to Original Lender a Future Advance Note in the original principal sum of **THREE MILLION ONE HUNDRED THOUSAND DOLLARS ($3,100,000.00)**, secured by that certain Notice of Second Future Advance and Loan Modification Agreement of even date therewith recorded as Instrument No. 2006000009516, of the Public Records of Lee County, Florida;

WHEREAS, on December 13, 2006, Original Lender assigned the Original Mortgage and Original Note, as modified, and other collateral loan documents to **JOHN HANCOCK LIFE INSURANCE COMPANY**, a Massachusetts corporation ("Hancock"), by Community Bank of Naples, N.A. to John Hancock Life Insurance Company Assignment of Promissory Notes, Leasehold Mortgage, Security Agreement and Assignment of Rents, and other Loan Documents recorded as Instrument No. 2006000463760, of the Public Records of Lee County, Florida;

WHEREAS, on December 13, 2006, Borrower executed and delivered to Hancock an Amended and Restated Mortgage Note in the original principal sum of **SEVEN MILLION SIX HUNDRED THOUSAND DOLLARS ($7,600,000.00)** (the "Existing Note"), secured by that certain Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance of even date therewith (the "Existing Mortgage") recorded as Instrument No. 2006000463762, of the Public Records of Lee County, Florida;

WHEREAS, on December 15, 2015, Hancock assigned to **DEUTSCHE BANK AG**, New York Branch (the "Existing Lender"), the Existing Note, Existing Mortgage and other collateral loan documents, by that certain Assignment of Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance and Amended and Restated Assignment of Leases and Rents recorded as Instrument No. 2015000275490, of the Public Records of Lee County, Florida;

WHEREAS, Existing Lender has this date assigned to Lender the Existing Note and Existing Mortgage, as modified, and all other collateral loan documents, and Borrower and Lender wish to amend and restate the Existing Mortgage in accordance with the terms of this Amended and Restated Leasehold Mortgage and Security Agreement (the "Mortgage"), and to amend and restate the Existing Note in accordance with the terms of the Amended and Restated Promissory Note between the parties hereto of even date herewith in the original principal amount of **SIX MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS ($6,650,000.00)** (the "Note");

WHEREAS, Lender will not make the Loan unless Borrower gives to Lender this Mortgage as security for the Note and the related loan documents.

NOW, THEREFORE, for and in consideration of the Loan and to secure the prompt payment of the Note, with interest thereon, and any and all extensions, renewals, replacements, modifications and consolidations thereof, and further to secure all future advances made under this Mortgage, and further to secure the punctual performance of all covenants, conditions and agreements set forth herein or in the other instruments securing or relating to the Note, Borrower does hereby irrevocably grant, bargain, sell, alien, remise, release, confirm, mortgage, pledge, hypothecate, grant security interests in, assign, transfer and convey to Lender, its successors and assigns, the following described property (all of which as described in (A) through (H) below is referred to herein as the "Mortgaged Property"):

(A) All right, title, interest and leasehold estate of Borrower in, to and under that certain Ground Lease dated August 1, 2002, from **LEE COUNTY PORT AUTHORITY**, a special district and political subdivision of the State of Florida, as Landlord (the "Landlord"), and Borrower, as Lessee, as amended by First Amendment to Ground Lease dated May 9, 2005, and as further amended by Second Amendment to Ground Lease dated January 9, 2006 (the "Lease"), which Lease provides Borrower with two (2) options to extend the term of the Lease for a period of twenty (20) years each, and the leasehold estate created thereby in the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property");

(B) All present and future right, title, interest and estate of Borrower in the Property, however created, existing or arising (including without limitation all options to purchase and rights of first refusal, if any), whether now owned or existing or hereafter created, accruing or arising, including without limitation the fee simple estate in the Property if and when hereafter vested in Borrower;

(C) All structures, buildings, improvements, roads, drives, water, sewage and utility lines and equipment, appurtenances and fixtures of every nature whatsoever now or hereafter situated in, on, above or under the Property (the "Improvements");

(D) All building materials, equipment, fixtures and fittings of every kind or character now owned or hereafter acquired by the Borrower for the purpose of being used or useful in the construction of the Improvements located or to be located on the Property, whether such materials, equipment, fixtures and fittings are actually located on or adjacent to the Property or not, and whether in storage or otherwise, wheresoever the same may be located, including without limitation all lumber and lumber products, bricks, building stones and building blocks, sand and cement, roofing material, paint, doors, windows, hardware, nails, wires and wiring, plumbing and plumbing fixtures, sewer lines and pumping stations and fixtures and equipment, heating and air-conditioning equipment and appliances, electrical and gas equipment and appliances, pipes and piping, ornamental and decorative fixtures, furniture, appliances and furnishings;

(E) All fixtures, appliances, machinery, furniture, furnishings, apparatus, equipment and other articles of personal property of any nature whatsoever owned by Borrower now or at any time hereafter and now or hereafter installed in, attached to or situated in or upon the Property or the Improvements, or used or intended to be used in connection with the Property or in the operation, occupancy, use, maintenance or enjoyment of any of the Improvements now or hereafter erected thereon or relating or appertaining thereto, whether or not such personal property is or shall be affixed thereto, including without limitation all furniture, furnishings, apparatus, machinery, motors, elevators, fittings, radiators, ranges, ovens, ice boxes, refrigerators, carpeting, rugs, awnings, shades, screens, blinds, beds, television sets, desks, dressers, tables, chairs, telephone equipment and systems, security equipment and systems, kitchen equipment, kitchen utensils and supplies, office equipment, and computer hardware and software, and all plumbing, heating, lighting, cooking, laundry, ventilating, refrigerating, incinerating, air-conditioning and sprinkler apparatus, equipment and fixtures and appurtenances thereto; together with Borrower's entire right, title and interest as

lessee under any and all leases and use agreements for the leasing or use of any of the foregoing, whether new existing or hereafter entered into; and all proceeds and products thereof (including without limitation condemnation awards and insurance proceeds), all extensions, betterments and accessions thereto, all renewals and replacements thereof and all articles in substitution therefor, whether or not the same are or shall be attached to the Property or Improvements in any manner; it being mutually agreed that all the aforesaid property shall, so far as permitted by law, be deemed to be fixtures and a part of the Property, and as to the balance of said property, this Mortgage is hereby deemed to be as well a Security Agreement for the purpose of creating a security interest in said property and securing the Loan for the benefit of Lender;

(F) All easements, rights-of-way, gores of land, vaults, streets, ways, alleys, passages, sewer rights, waters, water courses, riparian rights, water rights and powers, water stock, development rights, air rights, public places, and all estates, rights, titles, interests, privileges, liberties, tenements, hereditaments and appurtenances whatsoever, in any way belonging, relating to or appertaining to the Property, or any part thereof, or which hereafter shall in any way belong, relate or be appurtenant thereto, whether now owned or hereafter acquired by Borrower, and the reversion and reversions and remainder and remainders thereof, and all condemnation awards, insurance proceeds, payments under leases and tenancies, sale proceeds, purchase or earnest money deposits, tenant security deposits, escrow funds, and all proceeds, claims, causes of action and recoveries arising on account of any damage to or taking of, or for any loss or diminution in the value of the Property or any Improvements, or any part thereof or interest therein, and all the estate, right, title, interest, property, possession, claim and demand whatsoever at law, as well as in equity, of Borrower of, in and to the same;

(G) All right, title and interest of Borrower in and to all leases, subleases, occupancy agreements, rents, royalties, issues, profits, revenues, income, accounts, accounts receivable, contract rights, general and tangibles, instruments, chattel paper and any and all rights of Borrower of any nature whatsoever to the payment of money, whether now existing or hereafter arising, affecting, accruing or arising from or in connection with the Mortgaged Property or the use, leasing, subleasing, occupancy or operation of the Mortgaged Property or any part thereof or the operation of any business enterprise thereon, together with all proceeds and products thereof (all of the foregoing being referred to in this Mortgage as the "Rents and Accounts"); and

(H) All right, title and interest of Borrower in, to and under any and all sales contracts now existing or hereafter entered into with respect to the sale of any portion of the Mortgaged Property or any interest therein, together with Borrower's entire right, title and interest in and to any and all earnest money deposits related to such contracts.

TO HAVE AND TO HOLD the Mortgaged Property and all parts thereof, together with all rights, privileges and appurtenances thereunto belonging, unto the Lender, its successors and assigns, forever, subject however to the terms and conditions herein.

PROVIDED, HOWEVER, that these presents are upon the condition that, if the Borrower shall pay or cause to be paid to the Lender the principal and interest payable in respect to the Note, as well as all secured obligations as set forth in Section 1.01 below, at the times and in the manner stipulated therein and herein, all without any deduction or credit for taxes or other similar charges paid by the Borrower, and shall keep, perform and observe all and singular the covenants and promises in the Note, this Mortgage, the Amended and Restated Loan Agreement of even date herewith between Borrower and Lender (the "Loan Agreement") and the other mortgages, guaranties, assignments, documents and agreements evidencing, securing or relating to the Loan (the "Loan Documents"), and all renewals, extensions, modifications and consolidations thereof, to be kept, performed and observed by and on the part of the Borrower, and if Borrower shall perform and observe all and singular the covenants and promises in this Mortgage, and all renewals, extensions, modifications and consolidations thereof, to be kept, performed and observed by and on the part of Borrower, all without fraud or delay, then this Mortgage, and all the properties, interests and rights hereby granted, bargained and sold shall cease, determine and be void, but shall otherwise remain in full force and effect.

Article 1.
Covenants and Agreements of Borrower

1.01 Secured Obligations. This instrument secures:

(a) The payment and performance of the Borrower's indebtedness and obligations under the Note, including all extensions, renewals, modifications and consolidations of the Note.

(b) The payment and performance of the Borrower's obligations under this Mortgage as modified and amended from time to time.

(c) The payment and performance of the Borrower's obligations under the Loan Agreement and the other Loan Documents as modified and amended from time to time.

(d) The payment of all sums advanced or paid out by the Lender under any provision of this Mortgage or to protect the security of this Mortgage.

(e) The payment of the principal and interest on all other or future loans or advances made by the Lender, at Lender's option, to the Borrower (or any successor in interest to the Borrower as the owner of all or any part of the Mortgaged Property), when the promissory note evidencing the loan or advance specifically states that it is secured by the Mortgage ("Future Advances"), including all extensions, renewals and modifications of any Future Advances, provided that such Future Advances are made within twenty (20) years from the date of this Mortgage or within such lesser period of time as may be hereafter provided by law as a prerequisite for the sufficiency of actual notice or record notice of such optional Future Advances as against the rights of creditors or subsequent purchasers for a valuable consideration, although there may be no advance made at the time of the execution of this Mortgage and although there may be no indebtedness outstanding at the time any Future Advance is made. It is intended that the lien of this Mortgage shall be valid as to all such indebtedness and Future Advances from the time this Mortgage is filed for record. The total amount of indebtedness that may be secured by this Mortgage may decrease or

increase from time to time, provided, however, that the total unpaid balance secured at any time shall not exceed a maximum principal amount of **THIRTEEN MILLION THREE HUNDRED THOUSAND DOLLARS ($13,300,000.00)** plus interest thereon, and any disbursements made by Lender for the payment of taxes, levies or insurance on the property covered by this Mortgage, together with interest thereon, plus reasonable attorney's fees and court costs incurred in the collection of any or all of said sums of money. However, this provision as to Future Advances shall not be construed to obligate Lender to make any additional advances or loans.

1.02 Warranties and Covenants of Title. Borrower warrants to Lender, its successors and assigns:

(a) That the Lease is valid and enforceable and has not been altered, modified or amended in any manner whatsoever;

(b) That neither the lessor under the Lease nor the Borrower, as lessee under the Lease, is in default under any of the terms, covenants or conditions of the Lease;

(c) That all rent reserved in and all other sums payable by the Borrower as lessee under the Lease are currently paid;

(d) That Borrower is the sole owner and holder of the lessee's interest in the Lease and is well seized of an indefeasible leasehold estate in and to the Property under and pursuant to the Lease;

(e) That Borrower has a good right to sell, assign, mortgage and transfer the leasehold estate in the Property under the Lease and Borrower's right, title and interest under the Lease;

(f) That title to the Property and Borrower's leasehold interest and estate in the Property under the Lease are free and clear of all liens, encumbrances and title exceptions except for the permitted exceptions set forth in Exhibit "B" attached hereto and incorporated herein by reference, without intent to reimpose same;

(g) That subject only to the permitted exceptions set forth in Exhibit "B" attached hereto and incorporated herein by reference, without intent to reimpose same, this Mortgage is a valid and enforceable first leasehold mortgage in and on the Property; and

(h) That the Borrower shall preserve its right, title, interest and estate in and to the Lease, the leasehold estate thereunder and the Property and the validity and priority of the lien of this Mortgage and shall forever warrant and defend the same, including without limitation the quiet and peaceable possession and enjoyment of the leasehold estate created by the Lease, against the claims of all persons and parties whomsoever.

1.03 Assignment of Rents and Accounts.

(a) All of the existing and future Rents and Accounts are by this Mortgage and Security Agreement absolutely, presently and unconditionally assigned to

Lender; provided that Borrower shall be entitled to collect and retain the same so long as no Event of Default (as defined in Section 2.01 below) has occurred and is continuing. Upon any Event of Default hereunder by the Borrower, Lender may in its discretion at any time without notice to the Borrower collect the Rents and Accounts itself or by an agent or receiver. Borrower hereby authorizes and directs all lessees, sub-lessees, occupancy tenants and account debtors of the Mortgaged Property or any part thereof or of any business operated thereon to pay to Lender any and all amounts due Borrower pursuant to their respective leases, subleases, occupancy agreements, accounts or other agreements upon receipt of written notice from Lender that an uncured Event of Default hereunder has occurred and is continuing, and all persons are expressly relieved of any and all duty, liability or obligation to Borrower in respect of all payments so made. No action taken by the Lender to collect any Rents and Accounts shall make the Lender a "mortgagee-in-possession" of the Mortgaged Property. Possession by a court-appointed receiver shall not be considered possession by the Lender. All Rents and Accounts collected by the Lender or a receiver shall be applied to pay all expenses of collection (including without limitation attorneys' fees), all costs of operation and management of the Mortgaged Property, and all indebtedness and obligations secured by this Mortgage in whatever order the Lender directs in its absolute discretion and without regard to the adequacy of its security.

(b) Except as expressly permitted by any separate assignment of leases and rents executed by Borrower in favor of Lender and recorded in the Public Records of Lee County, Florida, Borrower shall not execute any lease, sublease or occupancy agreement affecting all or any part of the Mortgaged Property.

(c) Except as expressly permitted by any separate assignment of leases and rents executed by Borrower in favor of Lender and recorded in the Public Records of Lee County, Florida, the Borrower shall not accept prepayments of rent, or other charges under any leases, subleases or occupancy agreement affecting any of the Mortgaged Property more than one month in advance, nor modify or amend any such lease, sublease or occupancy agreement, nor in any manner impair the Borrower's interest in the Rents and Accounts, without Lender's prior written consent. The Borrower shall perform all covenants of the lessor under all such leases, subleases and occupancy agreements.

(d) If required by the Lender, any lease or sublease affecting any of the Mortgaged Property must provide, in a manner approved by the Lender, that the interest of the tenant or subtenant, as the case may be, is subject and subordinate to this Mortgage and that the tenant or subtenant, as the case may be, shall recognize as its lessor any person succeeding to the interest of the Borrower upon any foreclosure of this Mortgage.

(e) Nothing herein shall render Lender liable under any existing or future lease, sublease or occupancy agreement, regardless of the collection of rents, room rents or other charges thereunder, for any of the covenants or agreements of Borrower under such lease or occupancy agreement.

(f) Upon written demand by Lender after the occurrence of, and during the continuation of, an Event of Default, and without limiting all other rights and remedies available to Lender, the Rents and Accounts and all proceeds thereof

received by Borrower shall (1) be held in trust by Borrower for Lender separate and apart from and not commingled with any property of Borrower, (2) be kept capable of identification as, and shall be identified as, the property of Lender, and (3) be delivered not less often than daily (or at such other intervals as may be agreed to by Lender in writing) to the Lender in the identical form received by Borrower, with appropriate endorsements and accompanied by a report prepared by Borrower in such form as Lender shall reasonably request. Further, upon written demand by Lender after the occurrence of any Event of Default, Borrower shall do any and all of the following: (x) give written notice of the Lender's security interest in the Rents and Accounts to persons and entities obligated to pay the same to Borrower, (y) open and maintain at the Borrower's expense a lock box with the Lender for the receipt of all remittances with respect to the Rents and Accounts and execute an agreement with Lender in form and substance satisfactory to Lender governing such lock box, and/or (z) notify the persons and entities obligated to pay such Rents and Accounts to make payments thereon directly to Lender or to said lock box, at Lender's option. All such items received by Lender shall be, at the option of Lender, credited to the obligations secured by this Mortgage in such order and in such proportions as Lender deems advisable or deposited and held until finally collected in a collateral reserve account established by Lender. Funds in the collateral reserve account shall not be subject to withdrawal by Borrower, but at all times shall be subject to the control of Lender and may be applied by Lender against the obligations secured by this Mortgage from time to time at Lender's discretion.

(g) Borrower shall keep accurate and complete records of the Rents and Accounts and shall deliver to Lender all information relating thereto as Lender shall reasonably request from time to time. Borrower shall hold in or on the Mortgaged Property, or at Borrower's address as outlined in Paragraph 3.14(c) hereof, or other location approved by Lender, and make available to Lender upon request from time to time, all such books and records of Borrower, in whatever form, pertaining to the Rents and Accounts or containing any entries with respect thereto.

(h) The provisions of this Section 1.03 shall be construed and interpreted consistently with the provisions of any assignment of leases and rents executed by Borrower in favor of Lender and recorded in the Public Records of Lee County, Florida, to the end that all provisions of this Section 1.03 and such assignments shall be given full force and effect to the fullest extent possible. In the event, however, of an irreconcilable conflict between any provision of this Section 1.03 and any provision of any such assignment, the provision of such assignment shall control.

1.04 Transfer of Property Interests. It is specifically agreed and understood that Borrower shall not sell, contract to sell, grant an option to purchase, lease (except as permitted by the Assignment of Leases and Rents of even date herewith between Borrower and Lender), transfer or otherwise convey, directly or indirectly, all or any part of the Mortgaged Property, or any interest or estate therein, nor transfer the benefit of the loan evidenced by the Note and secured by this Mortgage or the interest rate specified in the Note to any person acquiring title from the Borrower. Lender does hereby consent to and acknowledge the existing sublease in favor of Lee Memorial Health System. Unless Lender gives its prior consent in writing, the violation or attempted violation of any of the

foregoing prohibitions or restrictions shall be an Event of Default under this Mortgage and the Note secured hereby and at the option of Lender, the entire unpaid balance of the Note shall become immediately due and payable. Any consent given by Lender hereunder shall pertain only to the proposed transfer for which the consent was requested and shall not obligate Lender to approve any further or future transfers.

1.05 Financial and Management Covenants.

(a) Borrower shall keep in effect its existence and rights as a land trust under the laws of the State of Florida and shall not, without the prior written consent of Lender, which consent shall not be unreasonably denied, cause, suffer or permit any change in the management, ownership or control of Borrower (whether by sale, assignment, transfer, pledge, hypothecation or other disposition of any ownership rights or interests, assets or stock of Borrower or by merger or consolidation by or with Borrower, or any other circumstance or occurrence the effect of which is to transfer all or any part of the management, ownership or control of Borrower from the persons now holding the same to others).

(b) For all periods during which title to the Mortgaged Property or any part thereof shall be held by a corporation or association subject to corporate taxes or taxes similar to corporate taxes, such corporation or association shall file returns for such taxes with the proper authorities, bureaus or departments and it shall pay, when due and payable and before interest or penalties are due thereon, all taxes owing by it to the United States, to the state of its incorporation or creation and to the State of Florida and any political subdivision thereof, and shall produce to Lender receipts showing payment of any and all such taxes, charges or assessments prior to the last dates upon which such taxes, charges or assessments are payable without interest or penalty charges, and within ten (10) days of receipt thereof, all settlements, notices of deficiency or over assessment and any other notices pertaining to such corporation or association's tax liability, which may be issued by the United States, such state of incorporation or creation, the State of Florida and any political subdivision thereof. Notwithstanding the foregoing, such corporation or association may in good faith contest, by proper legal proceedings, the validity or amount of any such tax or charge, provided (1) a default hereunder has not occurred; (2) such corporation or association provides Lender security reasonably satisfactory to Lender assuring the payment of such contested tax or charge and any additional charge, penalty or expense which may arise from or be incurred as a result of such contest; (3) such contest operates to suspend collection and is maintained and prosecuted with diligence; and (4) such corporation or association shall pay such contested tax or charge and all costs and penalties, if any, and shall deliver to Lender evidence acceptable to Lender of such payment promptly if such contest is terminated or discontinued adversely to such corporation or association, and in any event at least thirty (30) days before the date any of the Mortgaged Property may be sold or otherwise transferred because of non-payment of the tax or charge.

(c) Borrower shall furnish, or cause to be furnished, to Lender the following reports and financial statements in a form and scope acceptable to Lender:

(i) Rent roll for the Mortgaged Property on an annual basis.

(ii) Borrower's company prepared annual financial statements within ninety (90) days of Borrower's fiscal year end.

(iii) Borrower's federal tax return, including all exhibits, within thirty (30) days of filing requirement.

(iv) Each Guarantor shall provide current personal financial statements certified to Lender, including verification of liquidity, on an annual basis.

Borrower and Guarantors shall provide Lender such additional financial information as Lender may reasonably request in writing within seven (7) days of the date of Lender's request.

(d) Borrower shall not merge or consolidate with any other entity nor transfer all or substantially all of its assets without the prior written consent of Lender.

(e) Borrower shall not, other than in the ordinary course of Borrower's business, sell, lease, transfer or otherwise dispose of all or any substantial part of Borrower's properties and assets.

1.06 Use and Operation. Borrower warrants and represents to Lender that the intended use of the Mortgaged Property as a medical facility complies with all existing development orders, zoning, comprehensive plans, land use regulations, growth management regulations and other applicable statutes, rules, orders, ordinances and regulations of all federal, state and local governmental bodies and agencies having jurisdiction with respect to the Mortgaged Property which are applicable to the Mortgaged Property or the use thereof. Without the prior written consent of Lender, Borrower shall not seek, make or consent to any change in the present land use, zoning or conditions of use of the Mortgaged Property. Borrower shall comply with all existing and future requirements of all governmental authorities having jurisdiction over the Mortgaged Property.

1.07 Security Agreement. This Mortgage constitutes a Security Agreement under the Florida Uniform Commercial Code and creates a security interest in all that property (and the proceeds thereof) included in the Mortgaged Property which might be deemed "personal property" or which might otherwise be deemed to be subject to the Florida Uniform Commercial Code. Borrower hereby authorizes Lender to file and refile from time to time any financing statements and continuation statements Lender may require from time to time to perfect and confirm the lien and security interests of this Mortgage and Security Agreement with respect to such property. Without limiting the foregoing, Borrower hereby irrevocably appoints Lender attorney-in-fact for Borrower to execute, deliver and file such instruments for and on behalf of Borrower. Notwithstanding any release of any or all of that property included in the Mortgaged Property which is deemed "real property", any proceedings to foreclose this Mortgage or its satisfaction of record, the terms hereof shall survive as a security agreement with respect to the security interests created hereby and referred to above until the repayment or satisfaction in full of the obligations of Borrower as are now or hereafter evidenced by the Note.

1.08 Hazardous Substances.

(a) Borrower warrants and represents to Lender after thorough investigation:

(1) That neither Borrower nor any other person to the Borrower's knowledge has ever used the Mortgaged Property as a facility for the treatment, storage or disposal of any "Hazardous Substances," as that term is hereinafter defined, except in accordance with "Environmental Laws," as that term is hereinafter defined;

(2) That the Mortgaged Property is now and at all times hereafter will continue to be in full compliance with all federal, state and local "Environmental Laws" (as that term is defined hereinafter), including but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act of 1980 ("CERCLA"), 42 USC Section 9601, et seq., the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), Public Law 99-499, 100 Stat. 1613, the Resource Conservation and Recovery Act ("RCRA"), 42 USC Section 6901, et seq., the Florida Resource Recovery and Management Act, Section 403.701, et seq., Florida Statutes, the Pollutant Spill Prevention and Control Act, Section 376.011-376.17 and 376.19-376.21, Florida Statutes, as the same may be amended from time to time and all ordinances, regulations, codes, plans, orders, and decrees now existing or in the future enacted, promulgated, adopted, entered or issued, both within and outside present contemplation of the Borrower and Lender;

(3) That as of the date hereof there are no hazardous or toxic materials, substances, wastes or other environmentally regulated substances (including solids or gaseous products and any materials containing asbestos), the presence of which is limited, regulated or prohibited by any state, federal or local governmental authority or agency having jurisdiction over the Mortgaged Property, or which are otherwise known to pose a hazard to health or safety of occupants of the Mortgaged Property, located on, in or under the Mortgaged Property or used in connection therewith except as permitted by Environmental Laws. Borrower has obtained and will maintain all license, permits and approvals required with respect to any such hazardous or toxic material waste or other environmentally regulated substance, which Borrower is legally authorized and empowered to maintain on, in or under the Mortgaged Property or use in connection therewith, and is in full compliance with all of the terms, conditions and requirements of such licenses, permits and approvals;

(4) That Borrower shall transmit to Lender copies of any citations, orders, notices or other material governmental or other communication received with respect to any other hazardous materials, substances, wastes or other environmentally regulated substances affecting the Mortgaged Property;

(5) That Borrower is not aware of, nor has the Borrower nor any of its subsidiary or affiliated entities received notice of, any past, present or

future events, conditions, circumstances, activities, practices, incidents, actions or plans which may interfere with or prevent compliance or continued compliance with Environmental Laws or any ordinance, regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder, or which may give rise to any common law or legal liability, or otherwise form the basis of any claim, action, demand, suit, proceeding, hearing, study or investigation, based on or related to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling, or the emission, discharge, release or threatened release into the environment, of any Hazardous Substance, whether with respect to the Mortgaged Property or otherwise (hereinafter an "Environmental Complaint"); and

(6) That there is no civil, criminal or administrative action, suit, demand, claim, hearing, notice or demand letter, notice of violation, investigation, or proceeding pending or threatened against Borrower or the Mortgaged Property, relating in any way to any Environmental Laws or any regulation, code, plan, order, decree, judgment, injunction, notice or demand letter issued, entered, promulgated or approved thereunder.

(b) Borrower hereby agrees to indemnify, reimburse, defend and hold harmless Lender, its officers, directors, employees, successors and assigns from and against all demands, claims, civil or criminal actions or causes of action, liens, assessments, civil or criminal penalties or fines, losses, damages, liabilities, obligations, costs, disbursements, expenses or fees of any kind or of any nature (including, without limitation, cleanup costs, attorneys', consultants' or experts' fees and disbursements and costs of litigation at trial and appellate levels) which may at any time be imposed upon, incurred by or asserted or awarded against, Lender directly or indirectly, resulting from: (a) any acts or activities of Borrower, its agents, employees or contractors, at, on or about the Mortgaged Property which contaminate air, soils, surface waters or ground waters over, on or under the property; (b) arising from or out of any Hazardous Substance on, in or under the Mortgaged Property; (c) pursuant to or in connection with the application of any Environmental Law to the acts or omissions of Borrower or any other person and any environmental damage alleged to have been caused, in whole or in part, by the transportation, treatment, storage, or disposal of any Hazardous Substance; or (d) arising from or in relation to the presence, whether past, present or future, of any Hazardous Substances on the Mortgaged Property. Without limiting the foregoing, this indemnification provision specifically protects the Lender against any claim or action from activities described in (a), (b), (c) or (d) above, based in whole or in part upon any environmental statute, rule, regulation or policy, including but not limited to Chapters 403 and 376, Florida Statutes, the Florida Administrative Code, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, ("CERCLA") 42 USC Section 9601, et seq., as amended, the Resource Conservation and Recovery Act, 42 USC Section 6901, et seq., and other laws, whether now in existence or enacted in the future. Borrower's indemnification obligation hereunder shall be one of strict liability and shall be enforceable without regard to any fault or knowledge of Lender with respect to any act or omission or condition or event which is the

basis of the claim under such indemnification obligation. Borrower's obligation under this section shall not be limited to any extent by the term of the Note or other obligations secured hereby, and such obligation shall continue, survive and remain in full force and effect notwithstanding payment in full or other satisfaction or release of said Note (and other obligations secured hereby) and this Mortgage, or any foreclosure under this Mortgage, or any delivery of a deed in lieu of foreclosure. The provisions of this Section 1.08 shall be deemed to survive and continue in full force and effect after any foreclosure or other proceeding by which the Lender, and its successors and assigns succeed to ownership of the Mortgaged Property.

(c) As used herein, "Environmental Law" means any federal, state, or local statutory or common law relating to pollution or protection of the environment, including without limitation, any common law of nuisance or trespass, and any law or regulation relating to emissions, discharges, releases or threatened releases of Hazardous Substances into the environment (including without limitation, ambient air, surface water, groundwater, land surface or subsurface strata) or otherwise relating to the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of Hazardous Substances.

(d) As used herein, "Hazardous Substance" means any (i) substance or material identified in Section 101(14) of CERCLA, 42 USC Section 9601(14), as the same may be amended from time to time, or (ii) determined to be toxic, a pollutant or contaminant, under federal, state or local statute, law, ordinance, rule or regulation or judicial or administrative order or decision, as same may be amended from time to time, including but not limited to petroleum and petroleum products as defined in Sec. 376.301(20) and (21), Florida Statutes, as same may be amended from time to time.

(e) Lender shall have the right, in its sole discretion, to require Borrower to periodically (but not more frequently than annually unless an Environmental Complaint is then outstanding) perform at Borrower's expense an environmental audit and, if deemed necessary by Lender, an environmental risk assessment, each of which must be satisfactory to Lender in its sole discretion, of the Mortgaged Property, hazardous waste management practices and/or hazardous waste disposal sites used by Borrower. Such audit and/or risk assessment must be by an environmental consultant satisfactory to Lender. Should Borrower fail to perform such environmental audit or risk assessment within 30 days of the Lender's written request, Lender shall have the right but not the obligation to retain an environmental consultant to perform such environmental audit or risk assessment. All costs and expenses incurred by Lender in the exercise of such rights shall bear interest at the default rate set forth in the Note and shall be secured by this Mortgage and shall be payable by Borrower upon demand or charged to Borrower's loan balance at the discretion of the Lender.

(f) Any breach of any warranty, representation or agreement contained in this Section 1.08 shall be an Event of Default hereunder and shall entitle Lender to exercise any and all remedies provided in this Mortgage, or otherwise permitted by law.

1.09 No Secondary Financing. Without the prior written consent of Lender, Borrower shall not create or cause or permit to exist any lien on, or security interest in the Mortgaged Property, including any furniture, fixtures, appliances, equipment and other items of personal property now or hereafter owned by Borrower which are intended to be or become part of the Mortgaged Property. Borrower shall promptly discharge, at Borrower's cost and expense, all liens, encumbrances and charges upon the Mortgaged Property, or any part thereof or interest therein, except such liens, encumbrances and charges specifically approved by Lender in writing. In any event, Borrower shall have no right to permit the holder of any subordinate mortgage or other subordinate lien, whether or not consented to by Lender, to terminate any lease of all or any portion of the Mortgaged Property whether or not such lease is subordinate (whether by law or the terms of such lease or a separate agreement) to the lien of this Mortgage without first obtaining the prior written consent of Lender. The holder of any subordinate mortgage or other subordinate lien shall have no such right, whether by foreclosure of its mortgage or lien or otherwise, to terminate any such lease, whether or not permitted to do so by Borrower or as a matter of law, and any such attempt to terminate any such lease shall be ineffective and void.

1.10 Reappraisals. In the event, at any time and from time to time, a current appraisal or reappraisal of the Mortgaged Property is required by any governmental statute, law, rule or regulation now or hereafter in effect and applicable to the loan evidenced by the Note, Borrower shall, within sixty (60) days after Lender's written request to Borrower therefor, provide to Lender, at Borrower's sole cost and expense, a current appraisal of the Mortgaged Property; provided, however, that such appraisal shall be ordered by Lender from an appraiser designated by Lender and shall be in form and content satisfactory to Lender. Borrower shall cooperate fully with any such appraiser and shall provide all such documents and information as such appraiser may request in connection with such appraiser's performance and preparation of such appraisal.

1.11 Special Covenants Concerning Lease.

(a) The Borrower shall (i) promptly perform and observe all of the terms, covenants and conditions required to be performed and observed by it under the Lease and do all things necessary to preserve and to keep unimpaired its rights thereunder, (ii) promptly notify the Lender of any default by the Borrower under the Lease in the performance of any of the terms, covenants or conditions on the part of the Borrower to be performed or observed thereunder or of the giving of any notice by the lessor to the Borrower of any default by the Borrower under the Lease or of such lessor's intention to end the term thereof and (iii) promptly cause a copy of each and every notice given by the lessor to the Borrower under the Lease to be delivered to the Lender. If the Borrower or the lessor shall deliver to the Lender a copy of any notice of default given to the Borrower, such notice shall constitute full authority and protection to the Lender for any action taken or omitted to be taken by the Lender, in good faith in reliance thereon. Upon receipt by the Lender of any such notice of default by the Borrower under the Lease, the Lender may rely thereon and take any action as aforesaid to cure such default even though the existence of such default or the nature thereof be questioned or denied by the Borrower or by any party on behalf of the Borrower.

(b) If the Borrower shall fail promptly to perform or observe any of the terms, covenants or conditions required to be performed by it under the Lease, including, without limitation, payment of all basic rent and additional rent due thereunder, the Lender may take such action as is appropriate to cause such terms, covenants or conditions to be promptly performed or observed on behalf of the Borrower but no such action by the Lender shall release the Borrower from any default under this Mortgage.

(c) The Borrower shall not surrender its leasehold estate and interests under the Lease, nor terminate or cancel the Lease, and the Borrower shall not modify, change, supplement, alter or amend the Lease either orally or in writing without Lender's prior written consent, and the Borrower does hereby expressly release, relinquish and surrender unto the Lender all its right, power and authority to modify, change, supplement, alter or amend the provisions of the Lease in any way, and any attempt on the part of the Borrower to exercise any such right without the consent of the Lender shall be null and void. Notwithstanding the foregoing, the Borrower shall convert its leasehold estate under the Lease to fee simple ownership in accordance with the requirements of the Loan Agreement of even date herewith between Borrower and Lender, and such conversion to fee simple ownership shall not constitute a violation of this provision.

(d) No release or forbearance of any of the Borrower's obligations under the Lease, whether pursuant to the terms of the Lease or otherwise, shall release the Borrower from any of its obligations under this Mortgage.

(e) The fee title to the Property demised by the Lease and the leasehold estate under the Lease shall not merge, but shall always remain separate and distinct, notwithstanding the union of the aforesaid estates either in the lessor or the lessee under the Lease or in a third party by purchase or otherwise.

(f) The Borrower shall enforce the obligations of the lessor under the Lease to the end that the Borrower may enjoy all of the rights granted to it thereunder, and will promptly notify the Lender of any default by the lessor in the performance or observance of any of the terms, covenants and conditions on the part of the lessor to be performed or observed under the Lease, and the Borrower will promptly advise the Lender of the giving of any notice to the lessor of any default by the lessor in the performance or observance of any of the terms, covenants or conditions of the Lease on the part of the lessor to be performed or observed and will promptly deliver to the Lender a true copy of each such notice.

(g) The Borrower shall give the Lender prompt notice of the commencement of any arbitration or appraisal proceeding under and pursuant to the provisions of the Lease or by agreement of lessor and Borrower. The Lender shall have the right to intervene and participate in any such proceeding and the Borrower shall confer with the Lender and its attorneys and experts and cooperate with them to the extent which the Lender deems reasonably necessary for the protection of the Lender. Upon the request of the Lender, the Borrower will exercise all rights of arbitration and appraisal, if any, conferred upon it by the Lease. If at any time such proceeding shall be commenced, the Borrower shall be in default in the performance or observance of any covenant, condition or other requirement of the Lease, or of the Mortgage, on the part of the Borrower to be performed or

observed, the Lender shall have, and is hereby granted, the sole and exclusive right to designate and appoint on behalf of the Borrower the arbitrator or arbitrators, or appraiser, in such proceeding.

(h) The Borrower shall provide to Lender, upon request, satisfactory evidence of the payment of the monthly rents and other charges payable under the Lease and shall, upon Lender's requests from time to time, provide to Lender evidence satisfactory to it that Borrower is not otherwise in default under the Lease.

(i) The Borrower shall, at least six months prior to the last day upon which the Borrower, as lessee under the Lease, may validly exercise any option to renew or extend the term of the Lease (i) exercise such option in such manner as will cause the terms of the Lease to be effectively renewed or extended for a period provided by such option and (ii) give immediate notice thereof to the Lender; it being expressly understood that in the event of the failure of the Borrower so to do, the Lender shall have, and is hereby granted, the irrevocable right to exercise any such option, either in its own name and behalf, or in the name and behalf of the Borrower, as the Lender shall in its sole discretion determine; provided, however, that if the Borrower shall pay the indebtedness hereby secured at least six months prior to the last day upon which the Borrower may validly exercise any option to renew or extend the term of the Lease, the Borrower shall not be obliged to exercise any such option of renewal or extension, nor will the Lender have any right to exercise any such option. In the event of damage by fire or other casualty to the demised premises or the improvements on the Property, the Borrower will not exercise any election granted to it pursuant to the provisions of the Lease to terminate the same without the prior written consent of the Lender.

(j) In the event that any proceeds of insurance on any part of the Mortgaged Property, or any proceeds of any award for the taking by eminent domain of any part of the Mortgaged Property, shall be deposited with any person pursuant to the requirements of the Lease, the Borrower shall promptly notify the Lender of the name and address of the person with whom such proceeds have been deposited and of the amount so deposited.

(k) In the event of the foreclosure of this Mortgage, Lender shall not name any subtenant of the Mortgaged Property who is then in good standing under their sublease as a defendant in the foreclosure, nor shall the rights of said subtenants in good standing be barred, terminated, cut off or foreclosed, nor will the rights and possession of said sublessee in good standing be disturbed. Lender shall have the right to name any subtenant not then in good standing under their sublease as a defendant in a foreclosure of this Mortgage, and to terminate said sublease and possessory rights in the process. The foregoing shall supersede any provision in any such sublease to the contrary.

(l) Prior to exercising any of Lender's lawful remedies hereunder, Lender shall provide Landlord with written notice of Borrower's default. Landlord shall have fifteen (15) days from the date of such notice to cure any monetary default, and thirty (30) days from the date of said notice to cure any non-monetary default, failing which Lender may exercise their lawful remedies hereunder. Said notice to Landlord may be given at the same time as Lender provides any notice to Borrower.

Article 2.
Default and Remedies

2.01 Default. Borrower will be in default under this Mortgage upon the occurrence of any of the following, each of which shall be an Event of Default hereunder:

(a) Borrower fails to make when due any monetary payment required to be made by Borrower to Lender by the Note, or other Loan Documents, and such failure continues for a period of ten (10) days; or

(b) Failure by Borrower to pay any Rate Management Obligation (as later defined herein) when due, after any applicable notice and cure period; or

(c) Borrower fails to perform any other covenant contained in this Mortgage and does not cure that failure within thirty (30) days after Lender gives Borrower written notice of such failure (unless a different time to cure a particular failure is specified elsewhere in this Mortgage, in which event such different time to cure shall apply), provided that Borrower shall have no grace period or right to cure any default under Sections 1.04, 1.05(a), 1.06 or 1.09; or

(d) Any breach by Borrower of any term, provision or condition contained within any Rate Management Agreement (as later defined herein); or

(e) An Event of Default occurs under any of the Loan Documents, after any applicable notice and cure period; or

(f) A default occurs under any other mortgage, security agreement or assignment now or hereafter encumbering all or any part of the Mortgaged Property or now or hereafter securing the Note, after any applicable notice and cure period; or

(g) A default occurs under any other indebtedness or obligation now or hereafter due and owing to Lender by Borrower or any guarantor of the Note, after any applicable notice and cure period; or

(h) Any written representation or written disclosure made to the Lender by or on behalf of Borrower or by any guarantor of any indebtedness or obligation secured by this Mortgage proves to be materially false or misleading on the date as of which made, whether or not that representation or disclosure appears in this Mortgage; or

(i) Borrower or any guarantor of the Note files a voluntary petition in bankruptcy or any petition or answer seeking or acquiescing in any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors; or an order for relief is entered in an involuntary bankruptcy case filed against the Borrower or any such guarantor; or the Borrower or any such guarantor seeks or consents to or acquiesces in the appointment of any trustee, custodian, receiver or liquidator of itself or of all or any part of the Mortgaged Property or any interest therein or all or any of the rents, revenues, issues, earnings, profits or income thereof; or Borrower or any such guarantor shall make a general assignment for

the benefit of its or his creditors; or Borrower or any such guarantor commits any act providing grounds for the entry of an order for relief under any chapter of the federal bankruptcy code; or

(j) A petition or case is filed against Borrower or any guarantor of the Note seeking any reorganization, rehabilitation, arrangement, composition, readjustment, liquidation, dissolution or other relief under any present or future federal, state or other statute, law or regulation relating to bankruptcy, insolvency or other relief for debtors, or the appointment of any trustee, custodian, receiver or liquidator of the Borrower or any such guarantor or of all or any part of the Mortgaged Property or any interest therein or of any or all of the rents, revenues, issues, earnings, profits or income thereof, and such petition, case or appointment shall not be dismissed within sixty (60) days after such filing or appointment; or

(k) A default occurs in payment of any indebtedness of Borrower or any of its subsidiaries or any guarantor of the Note in excess of **FIFTY THOUSAND DOLLARS ($50,000.00)** or under any instrument evidencing, securing or governing any such indebtedness; or

(l) Any judgment or order for payment of money is levied against Borrower or any of its subsidiaries or any guarantor of the Note in excess of **FIFTY THOUSAND DOLLARS ($50,000.00)** and remains unsatisfied for a period of thirty (30) days without a stay of execution or the posting or recording of a bond sufficient to preclude such judgment or order from constituting a lien against any of the Mortgaged Property; or

(m) A guarantor of the Note dies, becomes legally incompetent, or becomes disabled (that is unable to carry out his or her normal duties and responsibilities for a continuous period in excess of thirty (30) days); subject, however, to the provisions of Paragraph 2.02 hereof;

(n) Borrower fails to pay when due any rent or other charges payable by Borrower under the Lease or fails to timely perform and observe all other covenants and agreements to be performed and/or observed by Borrower under the Lease, or otherwise defaults under or breaches any of its obligations under the Lease, or suffers permits to exist any state of facts or circumstances which, with the giving of notice or the lapse of time, or both, would permit the lessor under the Lease to terminate the Lease; or

(o) Any other event occurs which, under the Note or under any other agreement of the Borrower relating to the Loan or under any other mortgage securing the Note, constitutes a default thereunder by the Borrower or any guarantor of the Note or gives the Lender the right to accelerate the maturity of all or any part of the indebtedness evidenced by the Note or related loan documents or secured by this Mortgage.

For purposes of this Mortgage, the "Rate Management Agreement" means any agreement, device or arrangement providing for payments which are related to fluctuations of interest rates, exchange rates, forward rates, or equity prices, including, but not limited to, dollar-denominated or cross-currency interest rate exchange agreements, forward currency exchange agreements, interest rate cap or collar protection agreements, forward rate currency

or interest rate options, puts and warrants, and any agreement pertaining to equity derivative transactions (e.g., equity or equity index swaps, options, caps, floors, collars and forwards), including, without limitation, any ISDA Master Agreement between Borrower and Lender, and any schedules, confirmations and documents and other confirming evidence between the parties confirming transactions thereunder, all whether now existing or hereafter arising, and in each case as amended, modified or supplemented from time to time.

For purposes of this Mortgage, "Rate Management Obligation" means any and all obligations of Borrower to Lender, whether absolute, contingent or otherwise and howsoever and whensoever (whether now or hereafter) created, arising, evidenced or acquired (including all renewals, extensions and modifications thereof and substitutions therefore), under or in connection with (i) any and all Rate Management Agreements, and (ii) any and all cancellations, buy-backs, reversals, terminations or assignments of any Rate Management Agreement.

2.02 Death of a Guarantor. Notwithstanding anything to the contrary set forth in Paragraph 2.03 below, Borrower shall have one hundred twenty (120) days from the date of death of a Guarantor to proffer a proposed substitute Guarantor (the "Candidate") to take the place and assume the obligations of the deceased Guarantor. Said Candidate shall promptly provide Lender with all information that Lender may reasonably request to perform a background check, credit check and financial analysis of the Candidate, including, but not limited to, income tax returns with supporting schedules, bank statements, brokerage account statements, financial statement and balance sheet in such detail as Lender directs, and such other information that Lender may reasonably require for Lender to make an informed decision as to whether to accept Candidate as a substitute Guarantor for the deceased Guarantor. Nothing herein shall preclude Lender from filing a claim in the estate proceedings of the deceased Guarantor if the time period to do so may lapse prior to the time allowed to Borrower to proffer a Candidate and the time Lender may reasonably need to process Candidate's application. If Lender should approve Candidate as a substitute Guarantor, Borrower and Guarantor shall execute all such documents necessary to evidence Candidate's assumption of the obligations of a Guarantor, and pay all of Lender's reasonable costs and expenses to prepare the same. Once so executed and delivered, Candidate shall become a Guarantor, Lender shall release the deceased Guarantor from his liability to Lender under the terms of the Loan Documents, and Lender shall release any claim it may have filed in the estate proceedings of the deceased Guarantor. If Borrower should not timely proffer a Candidate to Lender, or if Lender should reasonably reject Candidate as a substitute Guarantor, Lender shall be entitled to pursue all of Lender's remedies under the terms of the Loan Documents.

2.03 Notice and Cure. Lender shall not be entitled to pursue any of Lender's lawful remedies following an Event of Default unless Lender shall have provided Borrower with notice of said Event of Default, and Borrower fails or refuses to cure said Event of Default within ten (10) days of the date of Lender's notice as to any monetary default, or within thirty (30) days of the date of Lender's notice as to any non-monetary default.

2.04 Acceleration. If the Borrower is in default under this Mortgage, the Loan Agreement or any Rate Management Agreement, then the whole of the indebtedness evidenced by the Note or secured hereby shall, without notice, demand or legal process, become immediately due and payable at the option of the Lender.

2.05 General Remedies. If the Borrower is in default under this Mortgage (after the expiration of any applicable grace period given to Borrower or to Landlord), the Lender may, at its continuing option, and without notice to or demand upon the Borrower:

(a) Enter onto the Mortgaged Property, in person or by agents or by court-appointed receiver, and take possession thereof and exclude the Borrower and the Borrower's agents and employees wholly therefrom, and upon demand of Lender, Borrower shall forthwith surrender to Lender actual possession of the Mortgaged Property subject to the rights of subtenants, and upon every such entering and taking of possession, the Lender may hold, store, use, operate, manage, control and maintain the Mortgaged Property and conduct the business thereon and, from time to time, (i) make or perform all necessary and proper construction, repairs, renewals, replacements, additions, betterments and improvements thereto and thereon and purchase or otherwise acquire additional fixtures, personalty and other property; (ii) insure or keep the Mortgaged Property insured; (iii) manage and operate the Mortgaged Property and exercise all the rights and powers of Borrower in its name or otherwise with respect to the same; and (iv) enter into any and all agreements with respect to the exercise by others of any of the powers herein granted to Lender, all as Lender may from time to time determine to be to its best interest. Further, Lender may collect and receive all of the income, rents, profits, issues, revenues and accounts of or related to the Mortgaged Property, including those past due as well as those accruing thereafter, and Lender may apply any monies and proceeds received by Lender in such order and priority as Lender in its sole discretion may determine to all expenses of taking, holding, managing and operating the Mortgaged Property (including compensation for the services of all persons employed for such purposes), to the cost of all such maintenance, repairs, renewals, replacements, additions, betterments, improvements, purchases and acquisitions, to the cost of such insurance, to such taxes, assessments and other charges as Lender may determine to pay, to other proper charges upon the Mortgaged Property or any part thereof, to the reasonable compensation and expenses of attorneys and agents of the Lender, to accrued interest, to deposits for taxes, insurance and similar items required hereunder, and to overdue installments of principal. For the purposes of carrying out the provisions of this Subsection (a), Borrower hereby irrevocably constitutes and appoints Lender as Borrower's agent and attorney-in-fact to do and perform, from time to time, any and all actions necessary or incidental to such purpose and does, by these presents, ratify and confirm any and all actions of said attorney-in-fact in the Mortgaged Property. Whenever all defaults have been cured and satisfied, Lender shall surrender possession of the Mortgaged Property to Borrower, provided that the right of Lender to take possession, from time to time, pursuant to this Section shall exist if any subsequent default shall occur and be continuing;

(b) Bring a court action at law or in equity (i) to foreclose this Mortgage, (ii) to enforce its provisions or any of the indebtedness or obligations secured by this Mortgage, and (iii) to enforce Lender's rights and remedies under any or all guaranties, security agreements, assignments and other instruments and agreements evidencing or securing the Note, or to do any or all of the foregoing, concurrently or otherwise, and one action or suit shall not abate or be a bar to or waiver of Lender's right to institute or maintain any other, or constitute an election

of remedies by Lender, provided that Lender shall have only one payment and satisfaction of the indebtedness;

(c) Exercise any other right or remedy available at law or in equity;

(d) Bid at any foreclosure sale and purchase the Mortgaged Property, or any part thereof, if the highest bidder therefor. At the foreclosure sale the Mortgaged Property may be offered for sale and sold as a whole without first offering it in any other manner or may be offered for sale and sold in any other manner Lender may elect in its sole discretion without regard to principles of marshalling.

2.06 Proceeds of Sale. The proceeds of any sale under this Mortgage shall be applied in the following manner:

(a) First, to payment of the costs and expenses of the sale, including but not limited to Lender's fees, legal fees and disbursements, title charges and transfer taxes, and payment of all expenses, liabilities and advances of the Lender, together with interest at the rate provided under the Note on all advances made by the Lender.

(b) Second, to payment of all sums expended by the Lender under the terms of this Mortgage and not yet repaid, together with interest on such sums at the after-default rate provided under the Note.

(c) Third, to payment of the indebtedness and obligations of the Borrower evidenced by the Note or related loan documents or secured by this Mortgage in any order that the Lender chooses.

(d) Fourth, the remainder, if any, to the person or persons appearing of record to be the owner of the Mortgaged Property at the time of the sale (after deducting any expenses of ascertaining who is such owner), or as otherwise ordered by a court of competent jurisdiction or required by law.

2.07 Marshaling. Borrower waives all rights to direct the order or manner in which any of the Mortgaged Property will be sold in the event of any sale under this Mortgage and also waives any right to have any of the Mortgaged Property marshaled upon any sale.

2.08 Receiver. Upon any default, the Lender, upon application to a court of competent jurisdiction, shall be entitled, ex parte and without notice to the extent permitted by law, and without regard to the adequacy of any security for the indebtedness hereby secured or the solvency of any party bound for its payment, to the appointment of a receiver of and for the Mortgaged Property and of and for the operation of any business enterprise then operated thereon and of and for the collection of the Rents and Accounts, and to take possession of and to operate the Mortgaged Property and to collect the Rents and Accounts. The Borrower shall pay to the Lender upon demand all expenses, including receiver's fees, attorney's fees, costs and agent's compensation, incurred pursuant to the provisions contained in this Section, and all such expenses shall be secured by this Mortgage and shall bear interest at the after-default rate provided in the Note.

2.09 Remedies Cumulative. All remedies contained in this Mortgage are cumulative, and the Lender also has all other remedies provided by law, in equity, by statute or in any other

agreement between the Borrower and the Lender. No right, power or remedy conferred upon or reserved to the Lender by this Mortgage, the Note or any assignment of leases or other agreement now or hereafter evidencing, securing or otherwise relating to the Loan shall be exclusive of any other right, power or remedy, but each and every such right, power and remedy shall be cumulative and concurrent and shall be in addition to any other right, power and remedy given hereunder or now or hereafter existing at law or in equity or by statute. No delay or failure by the Lender to exercise any right or remedy under this Mortgage will be construed to be a waiver of that right or remedy or of any default by the Borrower. The Lender may exercise any one or more of its rights and remedies at its option without regard to the adequacy of its security.

2.10 Repossession and Sale of Personal Property. Expenses of retaking, holding, preparing for sale, selling or the like shall be borne by Borrower and shall include Lender's attorneys' fees and legal expenses. Borrower, upon demand of Lender, shall assemble all personal property subject to this Mortgage and Security Agreement and make it available to Lender at the Property, a place which is hereby deemed to be reasonably convenient to Lender and Borrower. Lender shall have the right to cause any of the Mortgaged Property which is subject to the security interest of Lender hereunder to be sold at any one or more public or private sales as permitted by applicable law. Any such disposition may be conducted by an employee or agent of Lender. Any person, including Borrower and Lender, shall be eligible to purchase any part or all of such property at any such sale. Lender shall give Borrower at least five (5) days' prior written notice of the time and place of any public sale or other disposition of such property or of the time of or after which any private sale or other intended disposition is to be made, and if such notice is sent to Borrower as provided for the mailing of notices herein, it is hereby deemed that such notice shall be and is reasonable notification to Borrower.

2.11 Expenses. Borrower shall pay all of the Lender's expenses incurred in any efforts to enforce any terms of this Mortgage, to protect Lender's rights and interests hereunder or under any of the other Loan Documents, or to collect the indebtedness secured hereby, whether or not any lawsuit is filed, including but not limited to attorneys' fees and disbursements, foreclosure costs, appraisal costs and title charges, and further including without limitation all expenses described in Section 3.13 below, the payment of which sums is secured by this Mortgage.

Article 3.
General Provisions

3.01 Partial Invalidity. The invalidity or unenforceability of any one or more provisions of this Mortgage will in no way affect the remaining provisions hereof which shall be and remain in full force and effect.

3.02 Monthly Deposits. Upon demand by Lender, but only after failure of Subtenant to pay property taxes, or failure of Borrower to maintain insurance after notice and opportunity to cure, Borrower shall pay to the Lender on the first day of each month, together with and in addition to the regular installment of interest or principal and interest under the Note, until the Note is fully paid, an amount equal to one-twelfth (1/12) of the yearly taxes, lease payments, insurance premiums, assessments and other similar charges against the Mortgaged Property or any part thereof as estimated by the Lender to be sufficient to enable the Lender to pay all such charges at least thirty (30) days before they first become due. Such added payments shall not be, nor be deemed to be, trust funds, but

may be commingled with the general funds of the Lender, and no interest shall be payable in respect thereto. Upon demand of the Lender the Borrower shall deliver to the Lender such additional monies as are necessary to make up any deficiencies in the amounts necessary to enable the Lender to pay such taxes, lease payments, insurance premiums, assessments and similar charges. Upon the occurrence of an Event of Default, the Lender may apply to the reduction of the sums secured hereby, in such manner as the Lender shall determine, any amount under this Section remaining to the Borrower's credit. Lender's failure at any time or times to require payment of the monthly deposits provided for hereinabove shall not operate as, nor be deemed to be, a waiver of Lender's right to require payment of such monthly deposits at any other time or times.

3.03 Taxes, Utilities and Liens.

(a) The Borrower shall pay or cause to be paid promptly, when and as due, and shall promptly exhibit to the Lender, as reasonably requested by Lender, receipts for the payment of, all taxes, lease payments, insurance premiums, assessments, water rates, dues, charges, fines and impositions of every nature whatsoever imposed, levied or assessed or to be imposed, levied or assessed upon or against the Mortgaged Property or any part thereof, or upon the interest of the Lender in the Mortgaged Property as well as all income taxes, assessments and other governmental charges lawfully levied and imposed by the United States of America or any state, county, municipality, borough or other taxing authority upon the Borrower or in respect of the Mortgaged Property or any part thereof, or any charge which, if unpaid, would become a lien or charge upon the Mortgaged Property prior to or equal to the lien of the Mortgage for any amounts secured hereby or would have priority or equality with the mortgage in distribution of the proceeds of any foreclosure sale of the Mortgaged Property or any part thereof.

(b) The Borrower shall promptly pay or cause to be paid all charges by utility companies, whether public or private, for electricity, gas, water, sewer or other utilities furnished to the Mortgaged Property.

(c) The Borrower shall promptly pay any and all mechanic's, laborer's, statutory and other liens upon any of the Mortgaged Property and shall not suffer any of the same to be created or to remain outstanding upon any of the Mortgaged Property.

3.04 Insurance.

(a) Coverages. Borrower shall at all times keep the Mortgaged Property insured against loss or damage from such causes as are customarily insured against by prudent owners of similar properties, and, without limiting the generality of the foregoing, Borrower shall obtain, maintain in effect and pay for such insurance or evidence of insurance as Lender may reasonably require, including, but not limited to, the following:

(1) Builder's Risk Insurance. In the event of any new construction, builder's all-risk insurance with respect to all portions of the Mortgaged Property affected by or involved in the construction of the Improvements to such extent as is necessary to provide for full payment of the cost of restoring

or replacing the property damaged or destroyed or, if insurance to such extent is not available, to the extent of the full insurable value of such portions of the Mortgaged Property, with standard non-contributing mortgagee clauses and standard waiver of subrogation clauses, such insurance to be in such amounts (not less than the outstanding Loan indebtedness) and form and by such companies as shall be approved by Lender, the originals of which policies (together with appropriate endorsements thereto, evidence of payment of premiums thereon and written agreement by the insurer or insurers therein to give Lender thirty (30) days prior written notice of intention to cancel) shall be promptly delivered to Lender, said insurance coverage to be kept in full force and effect at all times until the insurance described in Subsection (a)(2) below is obtained;

(2) Hazard Insurance. Insurance against loss or damage to the Mortgaged Property (including plate glass breakage) due to fire, lightning, water, wind, theft, vandalism and malicious mischief with a uniform standard extended coverage endorsement under which endorsement any loss is valued on a replacement cost basis, to the extent of the full insurable value of the Mortgaged Property, but in any event providing coverage in an amount not less than the unpaid principal amount of the Loan, with standard non-contributing mortgagee clauses and standard waiver of subrogation clauses, such insurance to be in such form and by such companies as shall be approved by Lender, the originals of which policies (together with appropriate endorsements thereto, evidence of payment of premiums thereon and written agreement by the insurer or insurers therein to give Lender thirty (30) days prior written notice of intention to cancel) shall be promptly delivered to Lender, with such insurance to be kept in full force and effect at all times thereafter until the payment in full of the Loan;

(3) Flood Insurance. Flood insurance if the Mortgaged Property or any part thereof is located in a flood hazard zone designated by the United States Department of Housing and Urban Development, Federal Insurance Administration, or other governmental agency, in the amount of (i) the unpaid principal amount of the Loan or (ii) the maximum limit of coverage made available with respect to the Mortgaged Property under any applicable federal flood insurance program, and if the maximum limit under such program is less than the principal amount of the Loan, Borrower shall provide excess coverage up to the principal amount of the Loan, such insurance to be in such form and by such companies as shall be approved by Lender, the originals of which policies (together with appropriate endorsements thereto, evidence of payment of premiums thereon and written agreement by the insurer or insurers therein to give Lender thirty (30) days prior written notice of intention to cancel) shall be promptly delivered to Lender, said insurance coverage to be kept in full force and effect at all times thereafter until the payment in full of the Loan;

(4) Public Liability Insurance. Public liability insurance against liability for bodily injury to or death of persons and for damage to or loss of property occurring on or about the Mortgaged Property or in any way related to the

condition or operation of the Mortgaged Property in the minimum amounts of **ONE MILLION DOLLARS ($1,000,000.00)** for death of or bodily injury to any one person, and **TWO MILLION DOLLARS ($2,000,000.00)** for all death and bodily injury claims resulting from any one incident, and in form and content and issued by such companies as shall be approved by Lender, the originals of which policies (together with appropriate endorsements thereto, evidence of payment of premiums thereon and written agreement by the insurer or insurers therein to give Lender thirty (30) days prior written notice of intention to cancel) shall be promptly delivered to Lender, said insurance coverage to be kept in full force and effect at all times thereafter until the payment in full of the Loan; and

(5) Business Interruption/Rent Loss Insurance. Borrower shall provide Lender with proof of Subtenant's insurance against business interruption and loss of earnings and rent in an amount sufficient to cover (in Lender's opinion) not less than twelve months' lost rent and earnings from the Mortgaged Property in an "all risk" form either as an endorsement to the insurance required by Section 3.04(a)(2) above or as a separate policy, in form and content and issued by such companies as shall be approved by Lender, the original of which policy or endorsement, as the case may be (together with appropriate endorsements, thereto, evidence of payment of premium thereon and written consent by the insurer or insurers therein to give Lender thirty (30) days prior written notice of intention to cancel) shall be promptly delivered to Lender, said insurance coverage to be kept in full force and effect at all times until the payment in full of the Loan.

(b) General Insurance Requirements.

(1) All policies of insurance required hereunder shall be in form and with insurers acceptable to Lender in its sole discretion, and all such policies shall be in such amounts as may be satisfactory to Lender. Without limiting the generality of the foregoing, all insurance coverage required hereunder shall be provided by insurance companies acceptable to the Lender that are rated "A" or better by Best Insurance Guide and Key Ratings and with a claim payment rating by Standard & Poor's Corporations of "AA" or better. The aggregate amount of coverage provided by a single company may not exceed five percent (5%) of said company's policyholders' surplus. Any reinsurance endorsements must be approved by the Lender in writing, with such approval to be given or withheld by Lender in its sole discretion. Reinsurance endorsements shall stipulate that the Lender will receive ten (10) days' advance written notice of any change and/or cancellation of the reinsurance agreement. All insurance companies must be licensed and qualified to do business in the State in which the Mortgaged Property is located. Such policies of insurance shall contain an endorsement, in form and substance acceptable to Lender, showing loss payable to Lender. Such endorsement, or an independent instrument furnished to Lender, shall provide that the insurance companies shall give Lender at least thirty (30) days prior written notice before any such policy or policies of insurance shall be altered or canceled and that no act or default of Borrower or any other person shall affect the right of Lender to recover under such policy

or policies of insurance in case of loss or damage. Borrower hereby directs all insurers under such policies of insurance to pay all proceeds payable thereunder directly to Lender. Without limiting the foregoing, Borrower shall cooperate fully with Lender in obtaining for Lender the benefits of any insurance or other proceeds lawfully or equitably payable to Lender in connection with the transactions contemplated by this Agreement.

(2) The deductible amount under each insurance policy shall not exceed **THIRTEEN THOUSAND DOLLARS ($13,000.00)**. The original of each insurance policy or, in the case of a blanket policy, a copy of the original policy certified in writing by a duly authorized agent for the insurance company as a "true and accurate" copy of such policy, shall be promptly delivered to the Lender. The Borrower shall not submit a certificate of insurance in lieu of the original policy or certified copy thereof.

(3) Each insurance policy shall provide that, insofar as the Lender's interests under the policy are concerned, the coverage afforded thereby shall not lapse or be terminated, canceled or modified by reason of (i) any act or negligence, or breach of any condition, declaration or warranty contained in any such policy, by the Borrower or any third party, (ii) the occupation, operation or use of the Mortgaged Property for purposes more hazardous than those permitted by the terms of such policy, (iii) any foreclosure or other proceeding or notice of sale relating to the Mortgaged Property, or (iv) any change in the title to or ownership of all or any portion of the Mortgaged Property.

(4) Each insurance policy shall (i) provide primary insurance without right of contribution from any other insurance carried by the Lender, (ii) contain an express waiver by the insurer of any right of subrogation, setoff or counterclaim against any insured party thereunder, (iii) permit the Lender to pay premiums at the Lender's discretion, and (iv) provide that no claims in excess of **FIVE THOUSAND DOLLARS ($5,000.00)** thereunder shall be adjusted or settled without the prior written consent of the Lender, which consent shall not be unreasonably withheld or delayed by the Lender.

(5) Each insurance policy shall contain the following special clauses:

i) Mortgagee's Clause:

Florida Community Bank, N.A.
2325 Vanderbilt Beach Road
Naples, FL 34109

ii) Loss Payable Clause:

Loss, if any, under this policy, shall be payable to:

Florida Community Bank, N.A.
2325 Vanderbilt Beach Road
Naples, FL 34109

iii) Cancellation and Modification Clause:

The Insurer hereby agrees that this policy will not lapse or terminate, or be amended, modified or canceled, unless and until Lender has received not less than thirty (30) days' prior written notice thereof at the following address:

Florida Community Bank, N.A.
2325 Vanderbilt Beach Road
Naples, FL 34109

iv) Differences in Conditions Clause:

The form and substance of this clause shall be satisfactory to Lender in its sole discretion.

(c) Insurance Claims. The Lender is hereby authorized and empowered, at its option, to adjust or compromise any loss under any insurance policies on the Mortgaged Property and to collect and receive the proceeds from any such policy or policies. After deducting from said insurance proceeds any expenses incurred by it in the collection or handling of said fund, the Lender may apply the net proceeds, at its option, either toward restoring the improvements on the Mortgaged Property or as a credit on any portion of the indebtedness secured by this Mortgage as Lender may select, whether then matured or to mature in the future, or at the option of the Lender such sums, either wholly or in part, may be paid over to the Borrower to be used to repair such improvements or to build new improvements in their place or for any other purpose or object satisfactory to the Lender without affecting the lien of the Mortgage for the full amount secured hereby before such payment took place.

3.05 Condemnation. Borrower shall give Lender immediate written notice of any actual or threatened condemnation proceeding affecting all or any part of the Mortgaged Property or any interest therein. If all or any substantial part of the Mortgaged Property shall be damaged or taken through condemnation (which term when used in this Mortgage shall include any substantial damage or taking by any governmental authority and any transfer by private sale in lieu thereof), either temporarily or permanently, the entire indebtedness secured hereby shall at the option of the Lender become immediately due and payable. The Lender shall be entitled to all compensation, awards and other payments or relief thereof and is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Borrower's name, any action or proceedings relating to any condemnation. All such compensation, awards, damages, claims, rights of action and proceeds and the right thereto are hereby assigned by the Borrower to the Lender, which, after deducting therefrom all its expenses, including attorney's fees, may release

any monies so received by it without affecting the lien of this Mortgage or may apply the same in such manner as the Lender shall determine to the reduction of the sums secured hereby, and any balance of such monies then remaining shall be paid to the Borrower. The Borrower agrees to execute such further assignments of any compensations, awards, damages, claims, rights of action and proceeds as the Lender may require.

3.06 Care of the Property.

(a) The Borrower shall preserve and maintain the Mortgaged Property in neat, orderly and good condition and repair, shall maintain all equipment and personal property comprising the Mortgaged Property in good working order, shall not commit or suffer any waste, and shall not do or suffer to be done anything which might increase the risk of fire or other hazard to the Mortgaged Property or any part thereof or invalidate any insurance carried thereon. In the event Borrower defaults under its obligations under this Section 3.06(a), then in addition to all other remedies available to Lender by reason of such default, Lender shall be entitled to establish a maintenance reserve escrow account and to require Borrower to pay to Lender on the first day of each month, together with and in addition to the regular installment of interest or principal and interest under the Note, until the Note is fully paid, an amount deemed sufficient by Lender in the reasonable exercise of its judgment and discretion to provide for the present and future maintenance of the Mortgaged Property.

(b) Except as otherwise provided herein no buildings, fixtures, personal property or other improvements shall be constructed, removed, demolished or materially altered on any part of the Mortgaged Property without the prior written consent of the Lender, which consent shall not be unreasonably withheld. The Borrower may sell or otherwise dispose of, free from the lien of this Mortgage and Security Agreement, furniture, furnishings, equipment, tools, appliances, machinery, fixtures and appurtenances which may become worn out, undesirable, obsolete, disused or unnecessary for use in the operation of the Mortgaged Property, upon replacing the same by, or substituting for the same, other furniture, furnishings, equipment, tools, appliances, machinery, fixtures or appurtenances not necessarily of the same character, but of at least equal value to the Borrower and costing not less than the amount realized from the property sold or otherwise disposed of, which shall forthwith become, without further action, subject to the lien of this Mortgage and Security Agreement.

(c) The Lender is hereby authorized to enter upon and inspect the Mortgaged Property and the books and records of Borrower at any time and from time to time during normal business hours.

(d) The Borrower shall promptly comply with all present and future laws, ordinances, rules and regulations of any governmental authority affecting the Mortgaged Property or any part thereof.

3.07 Required Notices. Borrower shall notify Lender promptly of the occurrence of any of the following:

(a) A fire or other casualty causing damage to the Mortgaged Property in excess of **FIVE THOUSAND DOLLARS ($5,000.00)**;

(b) Receipt of notice of eminent domain proceedings or condemnation of all or any part of the Mortgaged Property;

(c) Receipt of notice from any governmental authority relating to the structure, use or occupancy of the Mortgaged Property;

(d) Receipt of any default or acceleration notice from the holder of any lien or security interest in the Mortgaged Property or any portion thereof;

(e) Commencement of any material litigation affecting the Borrower, the Mortgaged Property or any guarantor of the Note; or

(f) The occurrence of any event or circumstance which constitutes an Event of Default by Borrower under any Loan Document or which with the passage of time or the giving of notice, or both, would constitute such an Event of Default.

3.08 Performance by Lender of Defaults by Borrower. If the Borrower shall default in the payment of any tax, lien, assessment or charge levied or assessed against the Mortgaged Property; in the payment of any utility charge, whether public or private; in the payment of any insurance premium; in the procurement of insurance coverage and the delivery of the insurance policies required hereunder; or in the performance or observance of any other covenant, condition or term of this Mortgage, then the Lender, at its option, may perform or observe the same, and all payments made or costs paid or incurred by the Lender in connection therewith shall be secured hereby and shall be, without demand, immediately repaid by the Borrowers to the Lender with interest thereon at the after-default rate set forth in the Note. The Lender shall be the sole judge of the legality, validity and priority of any such tax, lien, assessment, charge, claim and premium; of the necessity for any such actions; and of the amount necessary to be paid in satisfaction thereof. The Lender is hereby empowered to enter and to authorize others to enter upon the Mortgaged Property or any part thereof for the purpose of performing or observing any such defaulted covenant, condition or term, without thereby becoming liable to the Borrower or any person in possession holding under the Borrower.

3.09 Lender's Option on Foreclosure. This Mortgage may be foreclosed in any manner in accordance with this Mortgage and applicable law, in which event reasonable attorney's fee shall, among other costs and expenses, be allowed and paid out of the proceeds of the sale. Lender may, at its option, foreclose this Mortgage subject to the rights of any tenants of the Mortgaged Property and the failure to make any such tenants parties defendants to any such foreclosure proceeding and to foreclose their rights shall not be, nor be asserted to be by the Borrower, a defense to any proceedings instituted by the Lender to collect the sums secured hereby or any deficiency remaining unpaid after the foreclosure sale of the Mortgaged Property.

3.10 Waiver of Exemption. Borrower hereby waives all rights of exemption pertaining to real or personal property as to any indebtedness secured by or that may be secured by this Mortgage.

3.11 No Waiver.

(a) No delay or omission of the Lender or of any holder of the Note to exercise any right, power or remedy accruing upon any default shall exhaust or impair any such right, power or remedy nor be construed to be a waiver of any such default or acquiescence therein; and every right, power and remedy given by this Mortgage to the Lender may be exercised from time to time and as often as may be deemed expedient by the Lender.

(b) No waiver of any default hereunder shall extend to or shall affect any subsequent default or any other then existing default or shall impair any rights, powers or remedies consequent thereon.

(c) If the Lender (i) grants forbearance or an extension of time for the payment of any sums secured hereby; (ii) takes other or additional security for the payment thereof; (iii) waives or does not exercise any right granted herein or in the Note; (iv) releases any part of the Mortgaged Property from the lien of the Mortgage or otherwise changes any of the terms of the Note or this Mortgage; (v) consents to the filing of any map, plat or replat thereof; (vi) consents to the granting of any easement thereon; or (vii) makes or consents to any agreement subordinating the lien of this Mortgage or to any change in the Note or this Mortgage, then any such act or omission shall not release, discharge, modify, change or affect the original liability under the Note, Mortgage or otherwise of the Borrower or any subsequent purchaser of the Mortgaged Property or any part thereof, or any maker, co-signer, endorser, surety or guarantor of the Note; nor shall any such act or omission preclude the Lender from exercising any right, power or privilege herein granted or intended to be granted in the event of any other default then made or of any subsequent default; nor, except as otherwise expressly provided in an instrument or instruments executed by the Lender, shall the lien of this Mortgage be altered thereby. In the event of the sale or transfer by operation of law or otherwise of all or any part of the Mortgaged Property, the Lender, without notice to any person or corporation is hereby authorized and empowered to deal with any such vendee or transferee with reference to the Mortgaged Property or the indebtedness secured hereby, or with reference to any of the terms of conditions hereof, as fully and to the same extent as it might deal with the original parties hereto and without in any way releasing or discharging any of the liabilities or undertakings hereunder of Borrower or of any maker, co-signer, endorser or guarantor of the Note.

3.12 Discontinuance of Proceedings - Position of Parties Restored. In case the Lender shall have proceeded to enforce any right or remedy under this Mortgage by foreclosure, entry or otherwise and such proceedings shall have been determined adversely to the Lender, then and in every such case the Borrower and the Lender shall be restored to their former positions and rights hereunder, and all rights, powers and remedies of the Lender shall continue as if no such proceeding had been taken.

3.13 Litigation and Attorney's Fees. Borrower shall pay or reimburse Lender for all reasonable attorney's fees, costs and expenses incurred by Lender in any proceeding involving the estate of a decedent, debtor, bankrupt or insolvent, or in any action, proceeding or dispute of any kind in which the Lender is an interested party, is made a party or appears as party plaintiff or defendant, affecting the Loan, this Mortgage or the

Mortgaged Property, including without limitation the foreclosure of this Mortgage, any condemnation action involving the Mortgaged Property, any bankruptcy proceeding, any probate proceeding or any action to protect the security hereof, and in any situation where Lender employs an attorney to protect the Lender's rights hereunder, whether or not legal proceedings are commenced or involved. All such amounts paid by Lender shall be secured by this Mortgage, shall bear interest at the after-default rate specified in the Note and shall be payable by Borrower upon demand.

3.14 Notices. All notices and other communications required hereunder shall be in writing and shall be delivered personally, or by registered or certified mail, return receipt requested, postage prepaid, or by Federal Express, Express Mail or Air Courier, fees prepaid. Such notices shall be deemed to have been received (i) upon delivery, if personally delivered; (ii) upon the earlier of actual receipt or the fourth day after mailing, if mailed by registered or certified mail, return receipt requested, postage prepaid; and (iii) on the next business day if sent by Federal Express, Express Mail or Air Courier, fees prepaid. The address for delivery of such notices shall be as follows:

(a) To Lender at:

Florida Community Bank, N.A.
2325 Vanderbilt Beach Road
Naples, FL 34109
Attn: Joseph Hemrick, Vice President

(b) With copy to:

Leo J. Salvatori, Esq.
Salvatori, Wood, Buckel, Carmichael & Lottes
9132 Strada Place, Fourth Floor
Naples, FL 34108

(c) To Borrower at:

John T. Conroy, Jr., Trustee
636 15th Avenue South
Naples, FL 34102

(d) With copy to:

Kristin M. Conroy, Esq.
Conroy, Conroy & Durant, P.A.
2210 Vanderbilt Beach Road, Suite 1201
Naples, FL 34109

3.15 Miscellaneous. The term "Borrower" includes each and all of the original Borrowers and any subsequent owner or owners of any of the Mortgaged Property, and the term "Lender" includes the original Lender and also any future owner or holder, including pledgees, assignees and participants, of the Note or any interest therein. Whenever the context requires, the singular includes the plural and vice versa and each gender includes each other gender. The headings of the articles, sections and paragraphs of this Mortgage are for convenience only and do not limit its provisions.

3.16 Laws. In the event of the passage of any state, federal, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured thereby, or the manner of operation of such taxes so as to adversely affect the interest of Lender, then Borrower shall bear and pay the full amount of such taxes unless such payment would be unlawful, in which event Lender may at its option declare the entire balance of the principal sum secured by this Mortgage and all interest accrued thereon and all other sums secured by this Mortgage to be immediately due and payable without notice, and thereupon Lender may foreclose upon this Mortgage without notice.

3.17 Successors. The terms of this Mortgage shall bind and benefit the heirs, legal representatives, successors and assigns of the Borrower and the Lender. If the Borrower consists of more than one person or entity, each shall be jointly and severally liable to perform the obligations of the Borrower.

3.18 WAIVER OF JURY TRIAL. BORROWER AND ALL PERSONS OBLIGATED FOR REPAYMENT OF ALL OR ANY PART OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE (WHETHER AS MAKER, CO-MAKER, GUARANTOR, SURETY OR ENDORSER) (COLLECTIVELY, THE "OBLIGORS") HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY AGREE THAT:

(a) BORROWER AND THE OBLIGORS WAIVE THE RIGHT TO TRIAL BY JURY IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSSCLAIM OR OTHER ACTION OR PROCEEDING ARISING FROM OR BASED UPON THIS MORTGAGE OR ANY OF THE LOAN DOCUMENTS, AND NEITHER THE BORROWER, NOR BORROWER'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, NOR ANY OTHER OBLIGOR OR SUCH OBLIGOR'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM, CROSS-CLAIM OR OTHER ACTION OR PROCEEDING ARISING FROM OR BASED UPON THIS MORTGAGE OR ANY OF THE LOAN DOCUMENTS.

(b) NEITHER THE BORROWER, NOR BORROWER'S HEIRS, LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, NOR ANY OTHER OBLIGOR OR SUCH OBLIGOR'S HEIRS LEGAL REPRESENTATIVES, SUCCESSORS OR ASSIGNS, SHALL SEEK TO CONSOLIDATE ANY CLAIM AS TO WHICH A JURY TRIAL HAS BEEN WAIVED WITH ANY CLAIM IN WHICH A JURY TRIAL HAS NOT BEEN OR CANNOT BE WAIVED.

(c) THE PROVISIONS OF THIS SECTION 3.18 HAVE BEEN FULLY NEGOTIATED BY LENDER, BORROWER AND THE OTHER OBLIGORS, AND THESE PROVISIONS SHALL BE SUBJECT TO NO EXCEPTIONS.

(d) NEITHER LENDER NOR ANY OFFICER, EMPLOYEE, ATTORNEY, AGENT OR OTHER REPRESENTATIVE OF LENDER HAS IN ANY WAY AGREED WITH OR REPRESENTED TO BORROWER OR ANY OTHER OBLIGOR THAT THE PROVISIONS OF THIS SECTION 3.18 WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

(e) THIS SUBSECTION 3.18 IS A MATERIAL INDUCEMENT FOR LENDER TO ENTER INTO THE LOAN AND OTHER TRANSACTIONS EVIDENCED BY THIS MORTGAGE AND THE LOAN DOCUMENTS.

3.19 Estoppel Affidavits. Borrower, within ten (10) days after written request from Lender from time to time, shall furnish written statements, duly acknowledged, setting forth the unpaid indebtedness evidenced by the Note and whether or not there exists any offset or defense against the Note and whether or not there exists any default or event which with the giving of notice or the passage of time, or both, would constitute a default by Borrower or Lender under the Note, this Mortgage, or any other instrument evidencing or securing the Loan.

3.20 Choice of Law. This Mortgage shall in all respects be governed by and construed in accordance with the laws of the State of Florida.

IN WITNESS WHEREOF, Borrower has executed this instrument as of the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness No. 1 Signature

Lisa Wright
Witness No. 1 Printed Name

Witness No. 2 Signature

Beth D. Lightner
Witness No. 2 Printed Name

BORROWER:

John T. Conroy, Jr., Trustee under that certain land trust dated August 15, 2002 and named the Page Field Medical Village Land Trust

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29 day of September, 2016 by JOHN T. CONROY, JR., TRUSTEE UNDER THAT CERTAIN LAND TRUST DATED AUGUST 15, 2002 AND NAMED THE PAGE FIELD MEDICAL VILLAGE LAND TRUST, who is personally known to me.

BETH D. LIGHTNER
MY COMMISSION # FF 053974
EXPIRES: October 4, 2017
Bonded Thru Notary Public Underwriters

Notary Public

PRINTED OR STAMPED NAME OF NOTARY
My Commission Expires

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'38"W. ALONGTHE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 465.18 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.45 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 176.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S.57°30'31"E., FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N.70°45'46"E., FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,029.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N.32°57'05"E., FOR A DISTANCE OF 205.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°50'15"E., FOR A DISTANCE OF 50.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOWLER STREET THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET; THENCE RUN N.69°43'35"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N.20°31'32"E., FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'36"W., FOR A DISTANCE OF 45.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.54 FEET TO THE TO A

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BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

TOGETHER WITH ANY AND ALL RIGHTS UNDER THE FOLLOWING EASEMENTS:

UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3956, PAGE 4494, AND AS RE-RECORDED IN OFFICIAL RECORDS BOOK 4199, PAGE 4428, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4144, PAGE 4896, AND AS RE-RECORDED IN OFFICIAL RECORDS BOOK 4199, PAGE 4448, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT "B"
PERMITTED EXCEPTIONS

1. Real estate taxes for the year 2016 and all subsequent years for property bearing Tax ID Number 01-45-24-00-00007.0060, which are not yet due and payable.

2. Terms and conditions contained in lease made by Lee County to John T. Conroy, Jr., Trustee of the Page Field Medical Trust, Memorandum of Lease being recorded in Official Records Book 4125, Page 3750, and as amended by that certain Amendment to Memorandum of Lease recorded as Instrument No. 2006000447599, as further amended/extended by Affidavit recorded as Instrument No. 2006000463765, of the Public Records of Lee County, Florida.

3. Perpetual Stormwater Drainage Easement recorded in Official Records Book 4008, Page 2586, of the Public Records of Lee County, Florida.

4. Utility Easement recorded in Official Records Book 3956, Page 4494 and as re-recorded in Official Records Book 4199, Page 4428, of the Public Records of Lee County, Florida.

5. Utility Easement recorded in Official Records Book 4144, Page 4896 and re-recorded in Official Records Book 4199, Page 4448, of the Public Records of Lee County, Florida.

6. Grant of Easement for sewer pump station recorded in Official Records Book 4213, Page 157, of the Public Records of Lee County, Florida.

7. Notice of Development Order recorded as Instrument No. 2005000110692, of the Public Records of Lee County, Florida. (Affects Phase 2)

INSTR # 2016000208825, Doc Type ASG, Pages 8, Recorded 10/03/2016 at 09:43 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $69.50 Deputy Clerk ERECORD

This instrument prepared by, and
after recording, return to:

Leo J. Salvatori, Esq.
Salvatori, Wood, Buckel,
Carmichael & Lottes
9132 Strada Place, Fourth Floor
Naples, FL 34108-2683

Attached Exhibits:	Exhibit "A" - Legal Description
Recording Fee:	$69.50
Loan No.	804094-1

AMENDED AND RESTATED
ASSIGNMENT OF LEASES AND RENTS OF REAL PROPERTY

THIS ASSIGNMENT, made this 30th day of September, 2016, by **JOHN T. CONROY, JR., TRUSTEE UNDER LAND TRUST DATED AUGUST 15, 2002 AND NAMED PAGE FIELD MEDICAL VILLAGE LAND TRUST**, a Florida land trust (the "Borrower"), and **FLORIDA COMMUNITY BANK, N.A.** (the "Lender").

W I T N E S S E T H:

WHEREAS, the Borrower has caused the execution of an Amended and Restated Leasehold Mortgage and Security Agreement (the "Mortgage") to Lender encumbering the Borrower's leasehold interest in the real property (the "Land") legally described in Exhibit "A" attached hereto and given to secure an Amended and Restated Promissory Note (the "Note") of the Borrower in the principal sum of **SIX MILLION SIX HUNDRED FIFTY THOUSAND DOLLARS ($6,650,000.00)**, and Lender is the legal owner and holder of the Note and the Mortgage; and

WHEREAS, the Note and the Mortgage were executed and delivered to Lender subject to the terms and provisions of an Amended and Restated Loan Agreement (the "Loan Agreement") of even date herewith, between the Borrower and Lender; and

WHEREAS, the Loan Agreement requires that the Note be further secured by an Amended and Restated Assignment of Leases and Rents as a condition to Lender's obligation to disburse the loan proceeds, which amends and restates that certain Amended and Restated Assignment of Leases and Rents between Borrower and John Hancock Life Insurance Company dated December 13, 2006 and recorded as Instrument No. 2006000463761, of the Public Records of Lee County, Florida, assigned to **DEUTSCHE BANK AG**, New York Branch (the "Existing Lender"), the Existing Note, Existing Mortgage and other collateral loan documents, by that certain Assignment of Amended and Restated Leasehold Mortgage, Assignment of Leases and Rents, Security Agreement and Fixture Filing and Notice of Future Advance and Amended and Restated Assignment of Leases and Rents recorded as Instrument No. 2015000275490, of the Public Records of Lee County, Florida.

NOW, THIS ASSIGNMENT WITNESSETH, the Borrower, for and in consideration of these presents, the mutual agreements herein contained, and in consideration of the sum of TEN DOLLARS ($10.00) to the Borrower in hand paid, the receipt and sufficiency whereof is hereby acknowledged, and as further and additional security to Lender, and pursuant to the requirements of the Loan Agreement does hereby agree as follows:

1. **Assignment of Rents to Lender**. Borrower hereby sells, assigns and transfers unto Lender all the rents, issues and profits now due and which may hereafter become due under or by virtue of any lease, whether written or verbal, or any letting of, or of any agreement for the use or occupancy of the premises above described or any part thereof, which may have been heretofore or may be hereafter made or agreed to or which may be made or agreed to by Lender under the powers herein granted, it being the intention hereby to establish an absolute transfer and assignment of all said leases and agreements, and all the avails thereof, to Lender all in compliance with the provisions of Section 697.07, Florida Statutes (2016).

2. **Appointment of Lender as Borrower's Attorney-in-Fact**. Borrower does hereby irrevocably appoint Lender as its true and lawful attorney-in-fact in its name and stead (with or without taking possession of the Land), to rent, lease or let all or any portion of the Land to any party or parties at such rental and upon such term, as it may determine, in its sole discretion and to collect all of said rents, issues and profits arising from or accruing at any time hereafter, and all now due, or that may hereafter become due under each and all of the leases and agreements, written or verbal, or other tenancy existing or which may hereafter exist on the Land, with the same rights and power and subject to the same immunities, exoneration of liability and rights of recourse and indemnity as Lender would have upon taking possession of the said premises pursuant to the provisions hereinafter set forth.

3. **Borrower's Representations**. Borrower hereby makes the following additional representations to Lender:

   a) Borrower represents and agrees that no rent has been or will be paid by any person or entity in possession of any portion of the Land for more than two (2) installments in advance and that the payment of the rents to accrue for any portion of the Land has not been or will not be waived, released, reduced, or discounted, or otherwise discharged or compromised by the Borrower.

   b) The Borrower waives any right of set off against any person in possession of any portion of the Land.

   c) The Borrower agrees that it will not assign any of the rents or profits except to a purchaser or grantee of the Land.

   d) The Borrower further agrees to assign and transfer to Lender all future leases upon all or any part of the Land and to execute and deliver, immediately upon the request of Lender, all such further assurances and assignments in the premises as Lender shall from time to time require.

4. **Affirmative Covenants**. Borrower agrees during the term hereof as follows:

   a) Borrower shall not modify or terminate any lease, nor release any guarantor thereon, nor grant any concession or relief of any kind or nature to any tenant or guarantor of the lease without Lender's express written consent.

   b) At all times during the term hereof, the amount of rental due under said leases shall be in an amount of no less than that necessary to support repayment of the Note in accordance with its terms, the maintenance of the land and all improvements thereon, and all costs of owning and operating said land and improvements including, but not limited to, all real estate taxes, assessments, insurance premiums, utilities, capital improvements and similar costs.

5. **Lender not a Mortgagee in Possession**. Nothing herein contained shall be construed so as to make Lender a "mortgagee in possession" in the absence of the taking of actual possession of the Land by Lender pursuant to the provisions hereinafter contained. In the exercise of the powers herein granted to Lender, no liability shall be asserted or enforced against Lender, all such liability being expressly waived and released by the Borrower.

6. **Lender may Exercise Rights upon Borrower's Default**. Although it is the intention of the parties that this assignment of rents shall be a present assignment, it is expressly understood and agreed, anything herein contained to the contrary notwithstanding, that Lender shall not exercise any of the rights and powers conferred upon it herein until and unless a default shall occur in the payment of interest or principal due under the Note secured by the Mortgage or in the performance or observance of any of the conditions or agreements of the Loan Agreement, or of any instrument now or at any time securing the Note, as the same may be modified or extended, and nothing herein contained shall be deemed to affect or impair any rights which Lender may have under the Note and Mortgage, Loan Agreement or any other instrument securing the Note.

7. **Method of Enforcement**. The assignment of leases and rents herein contained shall be enforceable upon Borrower's default followed by proper notice from the Lender to Borrower.

8. **Rights Accompanying Lender's Right to Foreclose**. In any case in which under the provisions of the Mortgage Lender has a right to institute foreclosure proceedings, whether before or after the entire principal sum secured thereby is declared to be immediately due, or whether before or after institution of legal proceedings to foreclose the lien thereof or before or after sale thereunder, forthwith, upon demand of Lender, the Borrower agrees to surrender to Lender and Lender shall be entitled to take actual possession of the Land or any part thereof personally, or by its agents or attorneys, and Lender in its discretion may, with or without force and with or without process of law:

   a) Lender may enter upon and take and maintain possession of all or any part of the Land, together with all the documents, books, records, papers and accounts of the Borrower or then owner of the Land relating thereto, and may exclude the Borrower, its agents or servants, wholly therefrom, and;

   b) Lender may, as attorney-in-fact or agent of the Borrower, or in its own name as mortgagee and under the powers herein granted, hold, operate, manage and

control the Land and conduct the business, if any, thereof either personally or by its agents, contractors or nominees, and;

c) Lender may use such measures, legal or equitable, as in its discretion, or in the discretion of its successors or assigns, may be deemed proper or necessary to enforce the payment of security of the rents, issues and profits of the Land, including actions for the recovery of rent, actions in forcible detainer and actions in distress of rent.

9. **Lender's Additional Powers**. Borrower further agrees that Lender shall have full power and authority to exercise each and every of the rights, privileges and powers herein granted at any and all times hereafter, without notice to the Borrower, and with full power to cancel or terminate any lease or sublease for any cause or on any ground which would entitle Borrower to cancel the same, to elect to disaffirm any lease or sublease made subsequent to the Mortgage or subordinated to the lien thereof, to make all necessary or proper repairs, decorating, renewals, replacements, alterations, additions, betterments and improvements to the Land that may seem judicious, in its discretion, insure and reinsure the same for all risks incidental to Lender's possession, operation and management thereof and to receive all such rents, issues and profits.

10. **Indemnification**. Unless and until Lender shall exercise the rights and powers conferred upon it by this assignment of rents, Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under any leases or rental agreements relating to the Land, and the Borrower shall and does hereby agree to indemnify and hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under any leases or under or by reason of the assignment thereof and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the leases.

11. **Lender's Use of Funds**. Lender in the exercise of the rights and powers conferred upon it by this assignment of rents shall have full power to use and apply the rents, issues and profits of the premises to the payment of or on account of the following, in such order as it may determine:

a) To the payment of the reasonable operation expenses of the Land, including the cost to protect, preserve, operate, or management and leasing thereof (which shall include reasonable compensation to Lender and its agents or contractors, if management be delegated to agent or contractors, and it shall also include lease commissions and other compensation and expenses of seeking and procuring tenants and entering into leases), established claims for damages, if any, and premiums or insurance hereinabove authorized;

b) To the payment of real estate taxes and special assessments now due or which may hereafter become due on the Land;

c) To the payment of all repairs, and replacements, and of placing the Land in such condition as will, in the judgment of the Lender, make it readily rentable; and

d) To the payment of any indebtedness secured by the Mortgage or any deficiency which may result from any foreclosure sale.

12. **Borrower's Instruction to Tenant**. The Borrower does further specifically authorize and instruct each and every present and future lessee or tenant of the whole or any part of the above described premises to pay all unpaid rental agreed upon in any tenancy to Lender upon receipt of demand from Lender to pay the same.

13. **Lender's Remedy Hereunder Not Exclusive**. It is understood and agreed that the provisions set forth in this assignment shall be deemed as a special remedy given to Lender and shall not be deemed exclusive of any of the remedies granted in the Note, Mortgage, Loan Agreement, or other collateral documents but shall be deemed an additional remedy and shall be cumulative with the remedies therein granted.

14. **Heirs, Successors, and Assigns**. Whenever the word "Borrower" is mentioned herein, it is hereby understood that the same includes and shall be binding upon successors and assigns (including successors by consolidation) of the Borrower, and any party or parties holding title to the Land by, through or under the Borrower. All of the rights, powers, privileges and immunities herein granted and assigned to Lender shall also inure to its successors and assigns, including all holders, from time to time, of the above described Note.

15. **This Instrument to Have Continuing Effect**. It is expressly understood that no judgment or decree which may be entered on any debt secured or intended to be secured by the Mortgage shall operate to abrogate or lessen the effect of this instrument, but that the same shall continue in full force and effect until the payment and discharge of any and all indebtedness secured by the Mortgage, in whatever form said indebtedness may be and until the indebtedness secured by the Mortgage shall have been paid in full and all bills incurred by virtue of the authority herein contained have been fully paid out of rents, issues and profits of the property, or by the Borrower, or until such time as this instrument may be voluntarily released. This instrument shall also remain in full force and effect during the pendency of any foreclosure proceedings, both before and after sale, until the issuance of a deed pursuant to a foreclosure decree, unless indebtedness secured by the Mortgage is fully satisfied before the expiration of any period of redemption.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.

IN WITNESS WHEREOF, the Borrower has executed this instrument the day and year first above written.

Signed, sealed and delivered in the presence of:

Witness No. 1 Signature

Lisa Wright
Witness No. 1 Printed Name

Witness No. 2 Signature

Beth D. Lightner
Witness No. 2 Printed Name

BORROWER:

John T. Conroy, Jr., Trustee under land trust dated August 15, 2002 and named Page Field Medical Village Land Trust

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing document was acknowledged before me this 29 day of September, 2016, by JOHN T. CONROY, JR., TRUSTEE UNDER LAND TRUST DATED AUGUST 15, 2002 AND NAMED PAGE FIELD MEDICAL VILLAGE LAND TRUST, a Florida land trust, who is personally known to me.

NOTARY PUBLIC

PRINTED OR STAMPED NAME OF NOTARY
MY COMMISSION EXPIRES:

BETH D. LIGHTNER
MY COMMISSION # FF 053974
EXPIRES: October 4, 2017
Bonded Thru Notary Public Underwriters

EXHIBIT "A"
LEGAL DESCRIPTION

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UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4144, PAGE 4896, AND AS RE-RECORDED IN OFFICIAL RECORDS BOOK 4199, PAGE 4448, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

INSTR # 2016000208826, Doc Type UCC, Pages 5, Recorded 10/03/2016 at 09:43 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $44.00 Deputy Clerk ERECORD

7

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
DEBBIE BLACKWELL (239) 552-4131
B. Email Address dkb@swbcl.com
C. SEND ACKNOWLEDGEMENT TO:
Name LEO J. SALVATORI, ESQ.
Address SALVATORI, WOOD, BUCKEL, CARMICHAEL & LOTTES
Address 9132 STRADA PLACE, FOURTH FLOOR
City/State/Zip NAPLES, FL 34108

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME				
1.b INDIVIDUAL'S SURNAME CONROY, JR.	FIRST PERSONAL NAME JOHN	ADDITIONAL NAME(S)/INITIAL(S) T.		SUFFIX TRUSTEE
1.c MAILING ADDRESS Line One 636 15TH AVENUE SOUTH	This space not available.			
MAILING ADDRESS Line Two	CITY NAPLES	STATE FL	POSTAL CODE 34102	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One	This space not available.			
MAILING ADDRESS Line Two	CITY	STATE	POSTAL CODE	COUNTRY

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME FLORIDA COMMUNITY BANK, N.A.				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 2325 VANDERBILT BEACH ROAD	This space not available.			
MAILING ADDRESS Line Two	CITY NAPLES	STATE FL	POSTAL CODE 34109	COUNTRY USA

4. This FINANCING STATEMENT covers the following collateral:

LEASEHOLD INTEREST IN THE PROPERTY DESCRIBED ON EXHIBIT "A" ATTACHED HERETO, AND THOSE ITEMS SET FORTH ON EXHIBIT "B" ATTACHED HERETO, BOTH EXHIBITS BEING INCORPORATED HEREIN BY VIRTUE OF THIS REFERENCE.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA

FCB LOAN NO. 604094-1
FOR RECORDING IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA

STANDARD FORM - FORM UCC-1 (REV.05/2013) Filing Office Copy Approved by the Secretary of State, State of Florida

EXHIBIT "A"
LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'38"W. ALONGTHE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 465.18 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.45 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 176.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S.57°30'31"E., FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N.70°45'46"E., FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,029.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N.32°57'05"E., FOR A DISTANCE OF 205.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°50'15"E., FOR A DISTANCE OF 50.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOWLER STREET THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET; THENCE RUN N.69°43'35"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N.20°31'32"E., FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'36"W., FOR A DISTANCE OF 45.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.54 FEET TO THE TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET, TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

TOGETHER WITH ANY AND ALL RIGHTS UNDER THE FOLLOWING EASEMENTS:

UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 3956, PAGE 4494, AND AS RE-RECORDED IN OFFICIAL RECORDS BOOK 4199, PAGE 4428, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

UTILITY EASEMENT RECORDED IN OFFICIAL RECORDS BOOK 4144, PAGE 4896, AND AS RE-RECORDED IN OFFICIAL RECORDS BOOK 4199, PAGE 4448, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

EXHIBIT "B"

This financing statement covers the following types and items of property owned by Debtor: All property rights of any kind whatsoever, whether personal, mixed, or otherwise, which encompass accounts, including any demand time, savings, passbook, certificate of deposit or like account maintained by any bank, savings bank, credit union or like organization, general intangibles, equipment and inventory, which are located at, or which are used in connection with or arise out of the conduct of the Debtor's business related to Debtor's leasehold interest in that certain parcel or real estate located in Lee County, Florida, and legally described on Exhibit "A" (the "Property") including the following:

1. All buildings, structures and other improvements now or hereafter located on, above, or below the surface of the Property, or any part and parcel thereof.

2. All right, title and interest of Debtor in and to the minerals, soil, flowers, shrubs, fruits, crops, trees, timber and other emblements now growing or hereafter planted, grown or produced and all fixtures and improvements thereto on said property or under or above the same or any part or parcel thereof.

3. All and singular the tenements, hereditaments, easements, gores of land, riparian, and littoral rights, and appurtenances thereunto belong or in anywise appertaining, whether now owned or hereafter acquired by Debtor, and including all rights of ingress and egress to and from adjoining property (whether such rights now exist or subsequently arise), together with the reversion or reversions, remainder and remainders, rents, issues and profits thereof; and also all the estate, right, title, interest, claim and demand whatsoever of Debtor of, in, and to the same, and of, in, and to every part and parcel thereof.

4. All machinery, apparatus, equipment, fittings, fixtures, whether actually or constructively attached to said Property, and including all trade, domestic and ornamental fixtures, and articles of personal property of every kind and nature whatsoever (hereinafter collectively called "Equipment"), now or hereafter located in, upon, or under said Property or any part thereof and used or usable in connection with any present or future operation of said Property and now owned or hereafter acquired by Debtor, including, but without limiting the generality of the foregoing, all heating, air conditioning, freezing, lighting, laundry, incinerating and power equipment; engines, pipes; pumps; irrigation equipment, wells, tanks; motors; conduits; switchboards; plumbing, lifting, cleaning, fire prevention, fire extinguishing, refrigerating, ventilating and communications apparatus; boilers, rangers, furnaces, oil burners or units thereof; appliances; air-cooling and air-conditioning apparatus; vacuum cleaning systems; elevators; escalators; shades; awnings; screens; storm doors and windows; stoves; wall beds; refrigerators; attached cabinets; partitions; ducts and compressors; rugs and carpets; draperies; furniture and furnishings; together with all building materials and equipment now or hereafter delivered to the Property and intended to be installed therein, including but not limited to, lumber, plaster, cement, shingles, roofing, plumbing, fixtures, pipe, lath, wallboard, cabinets, nails, sinks, toilets, furnaces, heaters, brick, tile, water heaters, screens, window frames, glass, doors, flooring, paint, lighting fixtures and unattached refrigerating, cooking, heating and ventilating appliances and equipment; together with all proceeds, additions and accessories thereto and replacements thereof (Debtor hereby agreeing with respect to all additions and replacements to execute and deliver from time to time such further instruments as may be requested by Mortgagee to confirm the conveyance, transfer and assignment of any of the foregoing).

5. All of the water, sanitary, and storm sewer systems now or hereafter owned by the Debtor which are now or hereafter located by, over, and upon the Property hereinbefore described, or any part and parcel thereof, and which water system includes all water mains, service laterals, hydrants, valves, and appurtenances, and which sewer system includes all sanitary sewer lines, including mains, laterals, manholes, and appurtenances.

6. All right, title and interest of Debtor in and to the land lying in the bed of any street, road, or avenue, opened or proposed, in front of or adjoining the Property and in and to the appurtenances thereto.

7. All paving for streets, roads, walkways, or entranceways now or hereafter owned by Debtor and which are now or hereafter located on the Property or serve the Property or any part or parcel thereof.

8. The common elements appurtenant to any parcel, unit, or lot which is all or part of the Property.

9. Debtor's interest as lessor in and to all leases of the Property, or any part thereof, heretofore made and entered into, and in and to all leases hereafter made and entered into by Debtor during the term of this Mortgage or any extension or renewal hereof, together with any and all guarantees thereof and including, without limitation, all present and future cash or securities, security deposited thereunder to secure performance by the lessees of their obligations thereunder, regardless of how said cash or securities are to be held by Debtor pursuant to the terms of such leases, and advance rentals, reserving to Debtor its equity of redemption rights therein, provided and hereby intending that in case of foreclosure sale, the Debtor's interest in any such leases then in force shall, upon expiration of Debtor's rights of redemption, pass to the purchaser at such sales a part of the Property; subject to election by the purchaser to terminate or enforce any of such leases hereafter made.

10. All judgments, awards of damages, and payments, including interest thereon, and the right to receive the same, which may be made with respect to the Property as a result of (i) the exercise of the right of eminent domain; (ii) the alteration of the grade of any street; or (iii) any other injury to, taking of, or decrease in the value of, the Property, to the extent of all amounts which may be secured by this Mortgage at the date of receipt of any such award or payment by Mortgagee and of the reasonable attorneys' fees, costs, and disbursements incurred by Mortgagee in connection with the collection of such judgment, award, or payment, and Debtor agrees to execute and deliver, from time to time, such further instruments as may be requested by Mortgagee to confirm such assignment to Mortgagee of any such judgment, award, or payment. Mortgagee is hereby authorized on behalf and in the name of Debtor to execute and deliver valid acquittance for, and to appeal from, any such judgments or awards. Mortgagee may apply all such sums or any part thereof so received, after the payment of all its expenses, including costs and attorneys' fees, on the indebtedness secured hereby in such manner as it elects, or at its option, the entire amount or any part thereof so received may be released.

11. All of the right, title and interest of the Debtor in and to all unearned premiums accrued, accruing or to accrue under any and all insurance policies now or hereafter provided pursuant to the terms of this Mortgage, and all proceeds or sums payable for the loss or damage to (i) any property encumbered hereby; or (ii) rents, revenues, income, profits, or proceeds from leases, franchises, concessions or licenses of or on any part of the Property.

12. All of the right, title and interest of the Debtor in and to any trade names, names of businesses or fictitious names, licenses, including but not limited to occupational and liquor licenses, permits, site plans, development agreements, and governmental approvals, if any, now or hereafter used in conjunction with the development of the Property or operation of any business or endeavor located on the Property.

13. All of the Debtor's interest in all utility security deposits or bonds deposited in connection with the Property.

14. All of the Debtor's interest in and to any and all contracts or agreements for the sale of the Property, or any part thereof or any interest therein, whether now existing or arising hereafter, and any and all deposits or payments of money arising out of or relating to said contracts or agreements.

15. All existing and after-acquired furniture, fixtures, and equipment, including, but not limited to, all pool and patio furniture, computer systems, phone systems, furnishings, art work, televisions, maintenance equipment, restaurant equipment, laundry equipment, vacuum cleaners, and ice machines.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

53 pgs
240.00 D

2944628

LEE COUNTY ORDINANCE NO. 86-14

AN ORDINANCE RELATING TO GARBAGE AND SOLID WASTE COLLECTION WITHIN LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS AND A SPECIAL DISTRICT UNIT TO INCLUDE INCORPORATED AREAS OF THE COUNTY; TO BE KNOWN AS SOLID WASTE AND MANDATORY COLLECTION UNITS FOR SERVICE AREAS; PROVIDING FOR THE PURPOSE OF DISPENSING OF SOLID WASTE AND THE BOUNDARIES; ESTABLISHING A GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION; MANDATING SERVICES AND PAYMENT FOR SAME; LEVING SPECIAL ASSESSMENTS AND COLLECTION: PROHIBITING UNLAWFUL DISPOSAL: PENALTIES, SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

OR2189 PG3281

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

WHEREAS, the Board of County Commissioners of Lee County, Florida finds that there is an inordinate amount of littering of and illegal dumping on the public right-of-way and private lands of Lee County, with garbage and waste generated within the residential and non-residential units of the County, resulting in the necessity for more stringent regulation of Garbage and Solid Waste collection practices within the County; and,

WHEREAS, Lee County has determined that a substantial number of commercial entities and residents in the County do not subscribe to a garbage or trash collection disposal service; and,

WHEREAS, the Courts of the State of Florida have determined that levies of fees for garbage and waste collection similar to those levied herein by Lee County are and can be levied as special assessments; and,

WHEREAS, it has been determined that it is necessary for the Board to exercise its authority under Florida Statute

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

2944629

LEE COUNTY ORDINANCE NO. 86-38

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 86-14; RELATING TO MANDATORY GARBAGE AND SOLID WASTE COLLECTION IN LEE COUNTY; AMENDING SECTION ONE, RELATING TO CREATION, PURPOSE AND DECLARATION OF BENEFIT; AMENDING SECTION THREE, PARAGRAPH 11, RELATING TO THE DEFINITION OF HAZARDOUS WASTE, AND PARAGRAPH 14, RELATING TO THE DEFINITION OF RESIDENTIAL COLLECTION SERVICE; AMENDING SECTION SIX, RELATING TO VARIANCES OR EXEMPTIONS FROM THE PROVISIONS OF LEE COUNTY ORDINANCE NO. 86-14, PROVIDING FOR A FINANCIAL HARDSHIP COMMITTEE, PROVIDING FOR PROCEDURES FOR APPLICATION FOR FINANCIAL HARDSHIP, PROVIDING FOR REVIEW PROCEDURES, PROVIDING FOR FLORIDA ADMINISTRATIVE CODE RECOMMENDATIONS FOR COMPACTION-TYPE TRUCK SPECIFICATIONS; AMENDING SECTION EIGHT, PARAGRAPH A, PROVIDING FOR PAYMENTS TO CONTRACTOR/FRANCHISEE BY DESIGNEE OF THE COUNTY; AMENDING SECTION NINE, PARAGRAPH B, PROVIDING FOR A FISCAL YEAR FROM APRIL 1 TO MARCH 31, AMENDING PARAGRAPH'S C, D AND E, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TEN RELATING TO CERTIFICATION OF THE RATE RESOLUTION, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TWELVE RELATING TO SCOPE OF SPECIAL ASSESSMENT, PROVIDING FOR PAYMENT OF THE SPECIAL ASSESSMENT IN QUARTERLY INSTALLMENTS AS WELL AS IN AN ANNUAL PAYMENT, PROVIDING FOR A DISCOUNT FOR ANNUAL PAYMENT, PROVIDING FOR PENALTIES FOR LATE QUARTERLY PAYMENTS, PROVIDING FOR AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE LEE COUNTY TAX COLLECTOR AS THE BOARD DESIGNATED AGENT FOR COLLECTION AND DISBURSEMENT OF SPECIAL ASSESSMENT FUNDS; AMENDING SECTION THIRTEEN, RELATING TO CORRECTIONS OF ERRORS AND OMISSIONS, PROVIDING FOR PETITION TO THE COURTS; AMENDING EXHIBIT A, RELATING TO LEGAL DESCRIPTIONS OF THE FRANCHISE AREAS FOR AREAS NO. 3 and NO. 4, DELETING AREA NO. 7; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

OR2189 PG3334

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida, and;

WHEREAS, the Board of County Commissioners, by Ordinance No. 86-14, created the Mandatory Garbage and Solid Waste Collection Program in Lee County, and;

WHEREAS, in the course of the implementation of Lee County Ordinance 86-14 since its adoption, there have developed numerous administrative matters that require amendments to Ordinance 86-14, and;

42.
(9)

INSTR # 5850897
Official Records BK 03956 PG 4494
RECORDED 06/10/2003 03:15:31 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 42.00
DEED DOC 0.70
DEPUTY CLERK A Janke

This instrument was prepared by:
James F. Caudill
Conroy, Coleman, & Hazzard, P.A.
2640 Golden Gate Parkway
Suite 115
Naples, Florida 34119
(941) 649-5200
(941) 649-8140 (fax)

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement is made this 2nd day of April, 2003, by and between John T. Conroy, Jr., as Trustee under the Page Field Commons Land Trust Agreement and not individually (hereinafter referred to as "Conroy") and Alsdorf Enterprises, Inc., an Illinois corporation, (hereinafter referred to as "Alsdorf").

BACKGROUND

A. Conroy is the owner of a ground leasehold interest in that property described in Exhibit "A".

B. Alsdorf is the owner of that property described in Exhibit "B" ("Alsdorf's Property").

C. Alsdorf has agreed to enter into this Agreement to grant Conroy, his successors and assigns, an utilities easement across the land described in Exhibit "C", all of which are a part of Exhibit "B" ("Easement Lands").

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in further consideration of Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS OF AGREEMENT

1. Adoption of Recitals. The parties hereby acknowledge that the foregoing Recitals are true and correct and the same are hereby adopted as part of this Agreement.

2. Utilities Easement. Alsdorf does hereby, for himself, his successors and assigns, grant to Conroy, his tenants, customers, employees, agents, invitees, licensees, and his successors and assigns, an irrevocable, non-exclusive easement to construct, use, and maintain sewer and water

utilities facilities ("Utility Facilities") on the Easement Lands. Alsdorf and Conroy hereby, agree that they will attempt to turnover the ownership and maintenance of the Utility Facilities to the City of Fort Myers.

3. Expenses. Conroy shall be liable for the maintenance and repair of the Utility Facilities, and hereby agrees to restore the Easement Lands to the condition it was in prior to the construction of the Utility Facilities, but for the palm tree located in the Easement Lands. Conroy shall move the tree at the commencement of construction to any location on Alsdorf's Property, reasonably chosen by Alsdorf.

5. General. This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and shall constitute covenants running with the lands described herein and shall inure to the benefit and be binding upon the parties hereto and the respective grantees, heirs, successors, assigns, tenants, agents, employees, guests and invitees. The invalidity, in whole or in part, of any covenants, restrictions or any section, subsection, sentence, clause, phrase, word, or other provision of this Agreement shall not affect the remaining portions thereof. This Agreement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Agreement constitutes the entire understanding of the parties and incorporates all previous understandings of the parties. This Agreement may be executed in counterparts. This Agreement may be only modified by a future writing agreed by the parties or their respective successors and assigns. This Agreement shall be recorded in the Public Records of Lee County, Florida. Should any disagreement arise under this Agreement, the prevailing party in any action to enforce or defend provisions of the Agreement described herein shall be entitled to recover all costs and reasonable attorney's fees incurred before trial, at trial, and appeal, and venue for said action shall lie in Lee County, Florida. The parties further agree to reasonably cooperate among themselves to the extent necessary to effectuate the intent of this Agreement.

6. Subordination. _____, ("Lender"), by its signature hereto, hereby subordinates its interest in the property described on Exhibit "B" to the easements contained herein. The subordinated interests of Lender are reflected in that certain Mortgage recorded at Official Records Book _____, Page _____ of the public records of Lee County, Florida given by Alsdorf are Mortgagor. Except as specifically set forth herein, all rights of Lender remain in full force and effect and are unchanged hereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of April, 2003.

Witnesses:

R C Gluth

Printed Name: R.C. Gluth

Printed Name:

Printed Name:

Printed Name:

Printed Name:

Printed Name:

ALSDORF:

Alsdorf Enterprises, Inc., an Illinois corporation,

By: Marilynn Alsdorf

Marilynn Alsdorf

Its: President

(CORPORATE SEAL)

CONROY:

John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement

LENDER:

_____,

a _____ banking association

By:

Print Name:

Its: Vice President

(CORPORATE SEAL)

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2nd day of April, 2003, by Marilynn Alsdorf, as the President of Alsdorf Enterprises, Inc., an Illinois corporation, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

"OFFICIAL SEAL"
LAURA MURAOKA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/16/2007

(Seal)

Notary Public Muraoka
Print Name: Laura Muraoka

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2003, John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement, who is personally known to me, or has produced_____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public_____
Print Name:_____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2003, by _____, as the Vice President of _____, a _____ banking association, who is personally known to me, or has produced_____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public_____
Print Name:_____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of April, 2003.

Witnesses:

R C Gluth

Printed Name: R.C. Gluth

Printed Name:

Printed Name:

Printed Name:

Printed Name:

Printed Name:

ALSDORF:

Alsdorf Enterprises, Inc., an Illinois corporation,

By: Marilynn Alsdorf

Marilynn Alsdorf

Its: President

(CORPORATE SEAL)

CONROY:

John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement

LENDER:

a _____ banking association

By:

Print Name:

Its: Vice President

(CORPORATE SEAL)

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2nd day of April, 2003, by Marilynn Alsdorf, as the President of Alsdorf Enterprises, Inc., an Illinois corporation, who is personally known to me, or has produced _____ (type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

"OFFICIAL SEAL"
LAURA MURAOKA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/16/2007

Notary Public _____
Print Name: Laura Muraoka

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 23rd day of April, 2003, John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement, who is personally known to me, or has produced _____ (type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

JAMES CAUDILL
MY COMMISSION # DD 176747
EXPIRES: January 20, 2007
Bonded Thru Notary Public Underwriters

(Seal)

Notary Public _____
Print Name: James Caudill

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___ day of _____, 2003, by _____, as the Vice President of _____, a _____ banking association, who is personally known to me, or has produced _____ (type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public _____
Print Name: _____

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 3:38 PM Landmark Web Official Records Search

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.969 ACRES, MORE OR LESS.

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

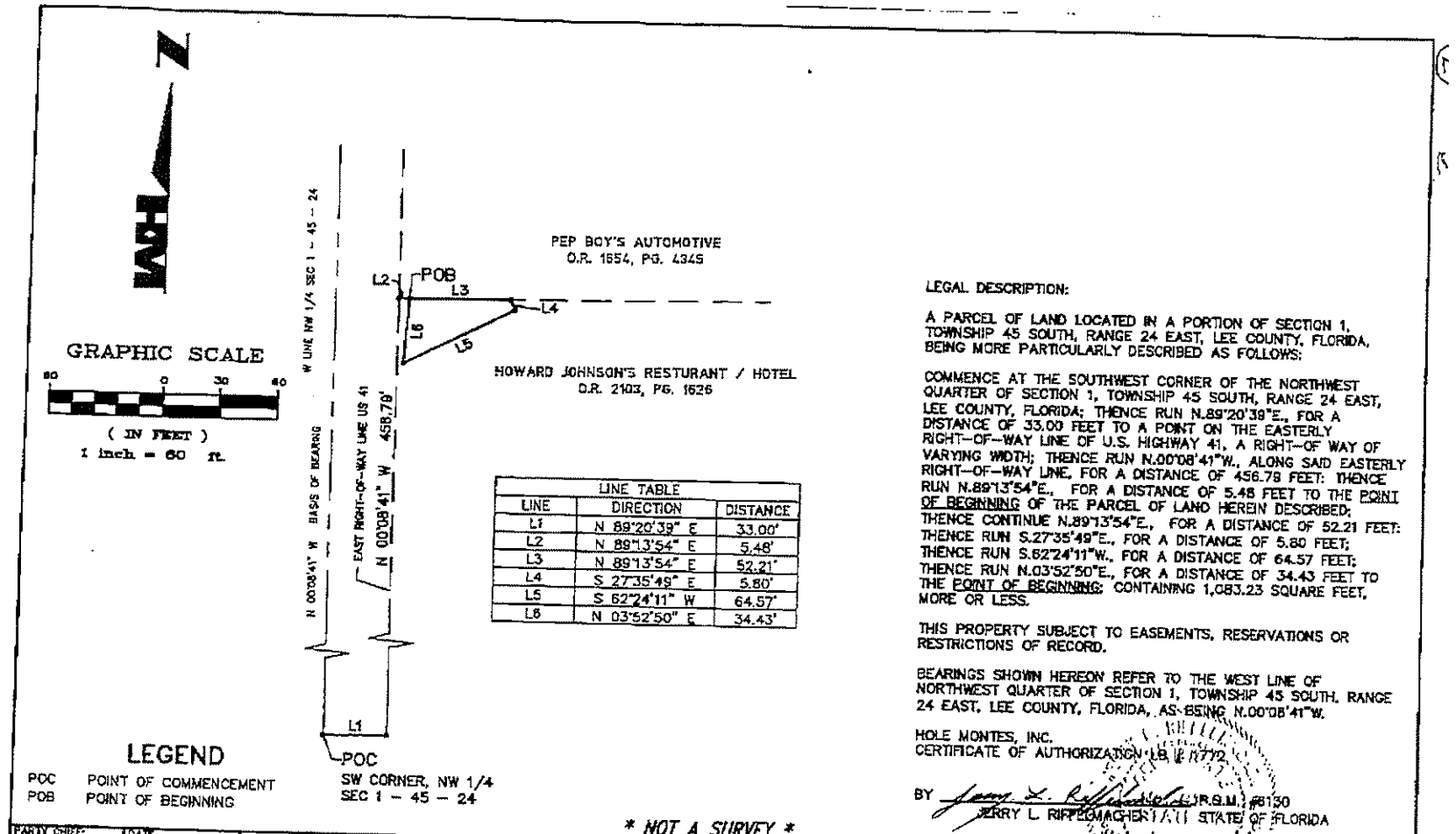
BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

Exhibit A (3)

EXHIBIT "B"

The South 220 feet of the North 412 feet of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 45 South, Range 24 East, Lee County, Florida; less the West 50 feet for road right-of-way purposes, Public Records of Lee County,

DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023
9/9
Official Records BK 03956 PG 4502
EXHIBIT "C"
04/29/03 TUE 09:02 FAX 941 985 1259 HOLE MONTES-FM 008
Landmark Web Official Records Search
8/4/23, 3:38 PM
https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=#



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 89°20'39" E	33.00'
L2	N 89°13'54" E	5.48'
L3	N 89°13'54" E	52.21'
L4	S 27°35'49" E	5.80'
L5	S 62°24'11" W	64.57'
L6	N 03°52'50" E	34.43'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 456.78 FEET; THENCE RUN N.89°13'54"E., FOR A DISTANCE OF 5.48 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°13'54"E., FOR A DISTANCE OF 52.21 FEET; THENCE RUN S.27°35'49"E., FOR A DISTANCE OF 5.80 FEET; THENCE RUN S.62°24'11"W., FOR A DISTANCE OF 64.57 FEET; THENCE RUN N.03°52'50"E., FOR A DISTANCE OF 34.43 FEET TO THE POINT OF BEGINNING; CONTAINING 1,083.23 SQUARE FEET, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°08'41"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY _____ P.S.M. #6130
JERRY L. RIFFEMACHER STATE OF FLORIDA

* NOT A SURVEY *

PARTY CHIEF:	DATE 3/03
DRAWN BY: JLR	DATE 3/03
CHECKED BY: JLR	DRAWING NO. 8-4192

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of Authorization No.1772

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

SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 2002037
REFERENCE NO. 2002037UTL5L2

INSTR # 6147866
OR BK 04199 Pgs 4428 - 4436; (9pgs)
RECORDED 02/16/2004 08:55:18 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 42.00
DEPUTY CLERK A Janke

INSTR # 5850897
Official Records BK 03956 PG 4494
RECORDED 06/10/2003 03:15:31 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 42.00
DEED DOC 0.70
DEPUTY CLERK A Janke

This instrument was prepared by:
James F. Caudill
Conroy, Coleman, & Hazzard, P.A.
2640 Golden Gate Parkway
Suite 115
Naples, Florida 34119
(941) 649-5200
(941) 649-8140 (fax)

This document is being re-recorded to correct a scrivener's error in the name of the Grantee.

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement is made this 2nd day of April, 2003, by and between John T. Conroy, Jr., as Trustee under the Page Field Commons Land Trust Agreement and not individually (hereinafter referred to as "Conroy") and Alsdorf Enterprises, Inc., an Illinois corporation, (hereinafter referred to as "Alsdorf").

BACKGROUND

A. Conroy is the owner of a ground leasehold interest in that property described in Exhibit "A".

B. Alsdorf is the owner of that property described in Exhibit "B" ("Alsdorf's Property").

C. Alsdorf has agreed to enter into this Agreement to grant Conroy, his successors and assigns, an utilities easement across the land described in Exhibit "C", all of which are a part of Exhibit "B" ("Easement Lands").

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in further consideration of Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS OF AGREEMENT

1. Adoption of Recitals. The parties hereby acknowledge that the foregoing Recitals are true and correct and the same are hereby adopted as part of this Agreement.

2. Utilities Easement. Alsdorf does hereby, for himself, his successors and assigns, grant to Conroy, his tenants, customers, employees, agents, invitees, licensees, and his successors and assigns, an irrevocable, non-exclusive easement to construct, use, and maintain sewer and water

utilities facilities ("Utility Facilities") on the Easement Lands. Alsdorf and Conroy hereby, agree that they will attempt to turnover the ownership and maintenance of the Utility Facilities to the City of Fort Myers.

3. Expenses. Conroy shall be liable for the maintenance and repair of the Utility Facilities, and hereby agrees to restore the Easement Lands to the condition it was in prior to the construction of the Utility Facilities, but for the palm tree located in the Easement Lands. Conroy shall move the tree at the commencement of construction to any location on Alsdorf's Property, reasonably chosen by Alsdorf.

5. General. This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and shall constitute covenants running with the lands described herein and shall inure to the benefit and be binding upon the parties hereto and the respective grantees, heirs, successors, assigns, tenants, agents, employees, guests and invitees. The invalidity, in whole or in part, of any covenants, restrictions or any section, subsection, sentence, clause, phrase, word, or other provision of this Agreement shall not affect the remaining portions thereof. This Agreement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Agreement constitutes the entire understanding of the parties and incorporates all previous understandings of the parties. This Agreement may be executed in counterparts. This Agreement may be only modified by a future writing agreed by the parties or their respective successors and assigns. This Agreement shall be recorded in the Public Records of Lee County, Florida. Should any disagreement arise under this Agreement, the prevailing party in any action to enforce or defend provisions of the Agreement described herein shall be entitled to recover all costs and reasonable attorney's fees incurred before trial, at trial, and appeal, and venue for said action shall lie in Lee County, Florida. The parties further agree to reasonably cooperate among themselves to the extent necessary to effectuate the intent of this Agreement.

6. Subordination. _____, ("Lender"), by its signature hereto, hereby subordinates its interest in the property described on Exhibit "B" to the easements contained herein. The subordinated interests of Lender are reflected in that certain Mortgage recorded at Official Records Book _____, Page _____ of the public records of Lee County, Florida given by Alsdorf are Mortgagor. Except as specifically set forth herein, all rights of Lender remain in full force and effect and are unchanged hereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of April, 2003.

Witnesses:

R C Gluth

Printed Name: R.C. Gluth

Printed Name:

Printed Name:

Printed Name:

Printed Name:

Printed Name:

ALSDORF:

Alsdorf Enterprises, Inc., an Illinois corporation,

By: Marilynn Alsdorf
Marilynn Alsdorf
Its: President

(CORPORATE SEAL)

CONROY:

John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement

LENDER:

_____,
a _____ banking association

By:
Print Name:
Its: Vice President

(CORPORATE SEAL)

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2nd day of April, 2003, by Marilynn Alsdorf, as the President of Alsdorf Enterprises, Inc., an Illinois corporation, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

"OFFICIAL SEAL"
LAURA MURAOKA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/16/2007

(Seal)

Notary Public Muraoka
Print Name: Laura Muraoka

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2003, John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2003, by _____, as the Vice President of _____, a _____ banking association, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public _____
Print Name: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of April, 2003.

Witnesses:

R C Gluth

Printed Name: R.C. Gluth

Printed Name:

Printed Name:

Printed Name:

Printed Name:

Printed Name:

ALSDORF:

Alsdorf Enterprises, Inc., an Illinois corporation,

By: Marilynn Alsdorf

Marilynn Alsdorf

Its: President

(CORPORATE SEAL)

CONROY:

John T. Conroy, Jr., as Trustee, under the Page Field ~~Commons~~ Land Trust Agreement
Medical Village

LENDER:

a _____ banking association

By:

Print Name:

Its: Vice President

(CORPORATE SEAL)

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2nd day of April, 2003, by Marilynn Alsdorf, as the President of Alsdorf Enterprises, Inc., an Illinois corporation, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

"OFFICIAL SEAL"
LAURA MURAOKA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/16/2007

Notary Public Muraoka
Print Name: Laura Muraoka

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 23rd day of April, 2003, Medical Village John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

JAMES CAUDILL
MY COMMISSION # DD 178747
EXPIRES: January 20, 2007
Bonded Thru Notary Public Underwriters

(Seal)

Notary Public J Caudill
Print Name: James Caudill

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2003, by _____, as the Vice President of _____, a _____ banking association, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public _____
Print Name: _____

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.969 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

Exhibit A (3)

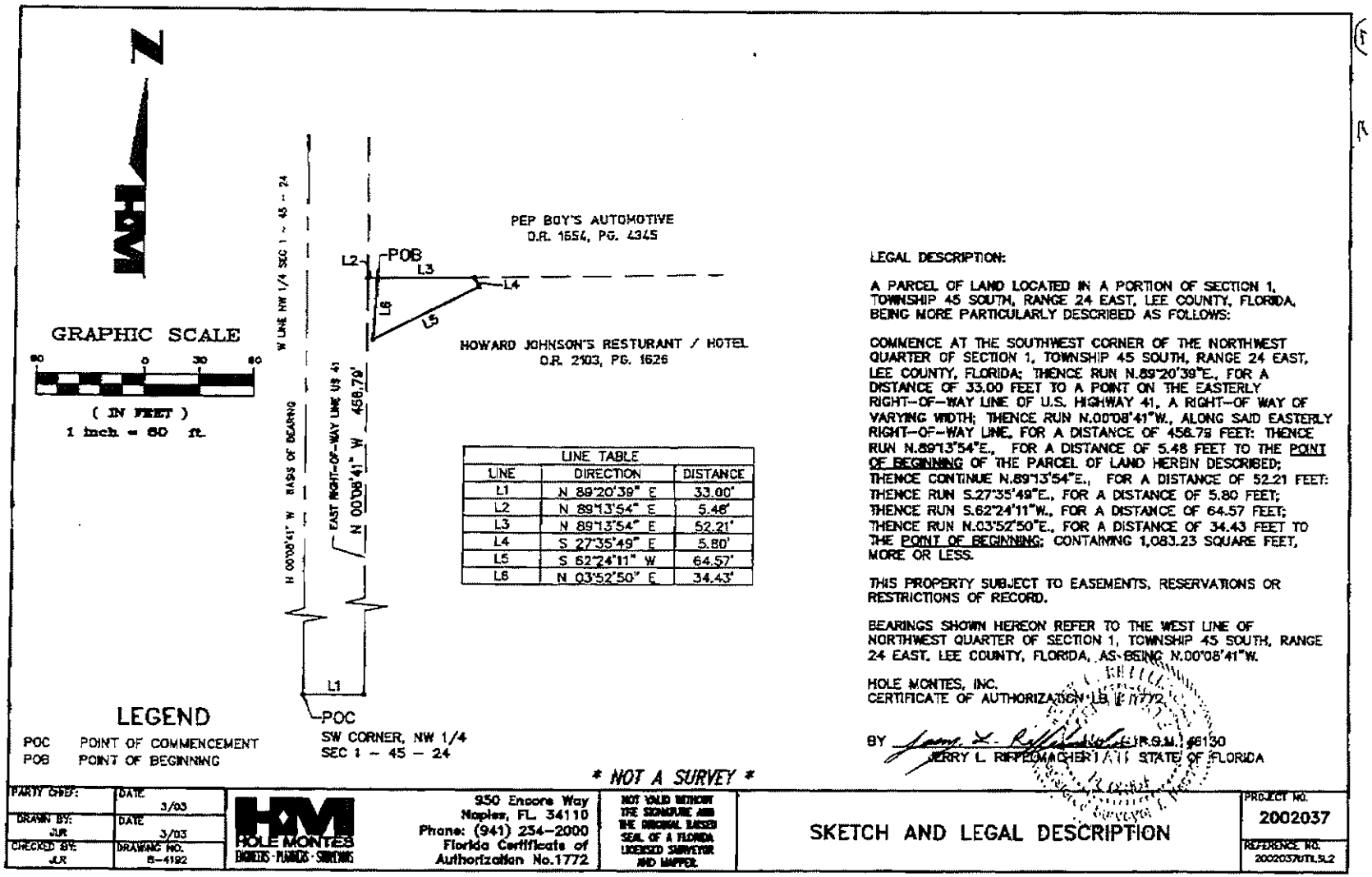
EXHIBIT "B"

The South 220 feet of the North 412 feet of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 45 South, Range 24 East, Lee County, Florida; less the West 50 feet for road right-of-way purposes, Public Records of Lee County,

DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

Official Records BK 03956 PG 4502
0008
04/29/03 TUE 09:02 FAX 941 985 1259 HOLE MONTES-FM

EXHIBIT "C"



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 89°20'39" E	33.00'
L2	N 89°13'54" E	5.48'
L3	N 89°13'54" E	52.21'
L4	S 27°35'49" E	5.80'
L5	S 62°24'11" W	64.57'
L6	N 03°52'50" E	34.43'

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 458.79 FEET; THENCE RUN N.89°13'54"E., FOR A DISTANCE OF 5.48 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°13'54"E., FOR A DISTANCE OF 52.21 FEET; THENCE RUN S.27°35'49"E., FOR A DISTANCE OF 5.80 FEET; THENCE RUN S.62°24'11"W., FOR A DISTANCE OF 64.57 FEET; THENCE RUN N.03°52'50"E., FOR A DISTANCE OF 34.43 FEET TO THE POINT OF BEGINNING; CONTAINING 1,083.23 SQUARE FEET, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°08'41"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY _____ P.S.M. #6130
JERRY L. RIFFENMACHER STATE OF FLORIDA

* NOT A SURVEY *

PARTY CHIEF:	DATE: 3/03
DRAWN BY: JJR	DATE: 3/03
CHECKED BY: JJR	DRAWING NO. S-4192

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of Authorization No.1772

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

SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 2002037
REFERENCE NO. 2002037UTL3L2

Landmark Web Official Records Search
8/4/23, 3:33 PM
https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=#

11EE

This document prepared by:
Lawrence C.E. Garcia
CONROY, COLEMAN & HAZZARD, P.A.
2640 Golden Gate Parkway, Suite 115
Naples, Florida 34105

INSTR # 6147867
OR BK 04199 Pgs 4437 - 4447; (11pgs)
RECORDED 02/16/2004 08:55:18 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 51.00
DEPUTY CLERK A Janke

AFFIDAVIT FOR UTILITY EASEMENT AGREEMENT

STATE OF INDIANA
COUNTY OF ST. JOSEPH

BEFORE ME, the undersigned authority, personally appeared John T. Conroy, Jr., as Trustee of the Page Field Medical Village Land Trust, who after being duly sworn depose and say as follows:

1. I am over the age of 18 years and am competent and I have personal knowledge of the facts herein and have never been the subject of a competency proceeding.

2. This Affidavit is being given in connection with the corrective Utility Easement Agreement dated April 2, 2003, by and between John T. Conroy, Jr., Trustee, and Alsdorf Enterprises, Inc., an Illinois corporation, a copy of which is attached hereto as Exhibit "A" ("Utility Easement").

3. I further state that the Utility Easement naming the Page Field Commons Land Trust Agreement as grantee and beneficiary under the Utility Easement contained a scrivener's error in which the correct name of the grantee and beneficiary should have been the Page Field Medical Village Land Trust.

4. I further state that the Page Field Medical Village Land Trust ("Trust") has been in full force and effect since the property, as defined in Exhibit "A" of the Utility Easement ("Property"), was transferred into the Trust name. Under the Trust, I have the power to protect, conserve, sell, lease, encumber, or otherwise manage and dispose of the Property described above. Attached hereto as Exhibit "B" are photocopies of the pertinent pages of the Trust giving me the power to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the real property.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 5th day of February, 2004.

John T. Conroy, Jr., as Trustee of the Page Field Medical Village Land Trust

STATE OF INDIANA
COUNTY OF ST. JOSEPH

Sworn to and subscribed before me this 5th day of February, 2004, by John T. Conroy, Jr., as Trustee of the Page Field Medical Village Land Trust, who is [ ] personally known to me or [ ] who has produced _____ (type of identification) as identification.

NOTARY PUBLIC STATE OF INDIANA (SEAL)

Signature

JENNIFER K. HOGGATT
St. Joseph County
My Commission Expires
August 15, 2010

42.9 (9)

EXHIBIT "A"

INSTR # 5850897
Official Records BK 03956 PG 4494
RECORDED 06/10/2003 03:15:31 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 42.00
DEED DOC 0.70
DEPUTY CLERK A Janke

This instrument was prepared by:
James F. Caudill
Conroy, Coleman, & Hazzard, P.A.
2640 Golden Gate Parkway
Suite 115
Naples, Florida 34119
(941) 649-5200
(941) 649-8140 (fax)

This document is being re-recorded to correct a scrivener's error in the name of the Grantee.

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement is made this 2nd day of April, 2003, by and between John T. Conroy, Jr., as Trustee under the Page Field Commons Land Trust Agreement and not individually (hereinafter referred to as "Conroy") and Alsdorf Enterprises, Inc., an Illinois corporation, (hereinafter referred to as "Alsdorf").

BACKGROUND

A. Conroy is the owner of a ground leasehold interest in that property described in Exhibit "A".

B. Alsdorf is the owner of that property described in Exhibit "B" ("Alsdorf's Property").

C. Alsdorf has agreed to enter into this Agreement to grant Conroy, his successors and assigns, an utilities easement across the land described in Exhibit "C", all of which are a part of Exhibit "B" ("Easement Lands").

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in further consideration of Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS OF AGREEMENT

1. Adoption of Recitals. The parties hereby acknowledge that the foregoing Recitals are true and correct and the same are hereby adopted as part of this Agreement.

2. Utilities Easement. Alsdorf does hereby, for himself, his successors and assigns, grant to Conroy, his tenants, customers, employees, agents, invitees, licensees, and his successors and assigns, an irrevocable, non-exclusive easement to construct, use, and maintain sewer and water

utilities facilities ("Utility Facilities") on the Easement Lands. Alsdorf and Conroy hereby, agree that they will attempt to turnover the ownership and maintenance of the Utility Facilities to the City of Fort Myers.

3. Expenses. Conroy shall be liable for the maintenance and repair of the Utility Facilities, and hereby agrees to restore the Easement Lands to the condition it was in prior to the construction of the Utility Facilities, but for the palm tree located in the Easement Lands. Conroy shall move the tree at the commencement of construction to any location on Alsdorf's Property, reasonably chosen by Alsdorf.

5. General. This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and shall constitute covenants running with the lands described herein and shall inure to the benefit and be binding upon the parties hereto and the respective grantees, heirs, successors, assigns, tenants, agents, employees, guests and invitees. The invalidity, in whole or in part, of any covenants, restrictions or any section, subsection, sentence, clause, phrase, word, or other provision of this Agreement shall not affect the remaining portions thereof. This Agreement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Agreement constitutes the entire understanding of the parties and incorporates all previous understandings of the parties. This Agreement may be executed in counterparts. This Agreement may be only modified by a future writing agreed by the parties or their respective successors and assigns. This Agreement shall be recorded in the Public Records of Lee County, Florida. Should any disagreement arise under this Agreement, the prevailing party in any action to enforce or defend provisions of the Agreement described herein shall be entitled to recover all costs and reasonable attorney's fees incurred before trial, at trial, and appeal, and venue for said action shall lie in Lee County, Florida. The parties further agree to reasonably cooperate among themselves to the extent necessary to effectuate the intent of this Agreement.

6. Subordination. _____, ("Lender"), by its signature hereto, hereby subordinates its interest in the property described on Exhibit "B" to the easements contained herein. The subordinated interests of Lender are reflected in that certain Mortgage recorded at Official Records Book _____, Page _____ of the public records of Lee County, Florida given by Alsdorf are Mortgagor. Except as specifically set forth herein, all rights of Lender remain in full force and effect and are unchanged hereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of April, 2003.

Witnesses:

R C Gluth

Printed Name: R.C. Gluth

Printed Name:

Printed Name:

Printed Name:

Printed Name:

Printed Name:

ALSDORF:

Alsdorf Enterprises, Inc., an Illinois corporation,

By: Marilynn Alsdorf
Its: President

(CORPORATE SEAL)

CONROY:

John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement

LENDER:

_____,
a _____ banking association

By:
Print Name:
Its: Vice President

(CORPORATE SEAL)

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2nd day of April, 2003, by Marilynn Alsdorf, as the President of Alsdorf Enterprises, Inc., an Illinois corporation, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

"OFFICIAL SEAL"
LAURA MURAOKA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/16/2007
Seal

Notary Public Muraoka
Print Name: Laura Muraoka

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2003, John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2003, by _____, as the Vice President of _____, a _____ banking association, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public _____
Print Name: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of April, 2003.

Witnesses:

R C Gluth

Printed Name: R.C. Gluth

Printed Name:

James Caudill

Printed Name:

Printed Name:

Printed Name:

ALSDORF:

Alsdorf Enterprises, Inc., an Illinois corporation,

By: Marilynn Alsdorf

Marilynn Alsdorf

Its: President

(CORPORATE SEAL)

CONROY:

John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement Medical Village

LENDER:

a banking association

By:

Print Name:

Its: Vice President

(CORPORATE SEAL)

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2nd day of April, 2003, by Marilynn Alsdorf, as the President of Alsdorf Enterprises, Inc., an Illinois corporation, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

"OFFICIAL SEAL"
LAURA MURAOKA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/16/2007

Notary Public _____
Print Name: Laura Muraoka

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 23rd day of April, 2003, John T. Conroy, Jr., as Trustee, under the Page Field ~~Commons~~ Medical Village Land Trust Agreement, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

JAMES CAUDILL
MY COMMISSION # DD 178747
EXPIRES: January 20, 2007
Bonded Thru Notary Public Underwriters

(Seal)

Notary Public _____
Print Name: James Caudill

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ____day of _____, 2003, by _____, as the Vice President of _____, a _____ banking association, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public _____
Print Name: _____

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.969 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

Exhibit A (3)

EXHIBIT "B"

The South 220 feet of the North 412 feet of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 45 South, Range 24 East, Lee County, Florida; less the West 50 feet for road right-of-way purposes, Public Records of Lee County,

EXHIBIT "C"

SKETCH AND LEGAL DESCRIPTION

* NOT A SURVEY *

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E. FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 456.79 FEET; THENCE RUN N.89°13'54"E., FOR A DISTANCE OF 5.48 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.89°13'54"E., FOR A DISTANCE OF 52.21 FEET; THENCE RUN S.27°35'49"E., FOR A DISTANCE OF 5.80 FEET; THENCE RUN S.62°24'11"W., FOR A DISTANCE OF 64.57 FEET; THENCE RUN N.03°52'50"E., FOR A DISTANCE OF 34.43 FEET TO THE POINT OF BEGINNING CONTAINING 1,083.23 SQUARE FEET, MORE OR LESS.

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BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°08'41"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY: _____
MARY L. RIEFENACHER, P.S.M. #6130
STATE OF FLORIDA

GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
60 0 30 60

W LINE NW 1/4 SEC 1 - 45 - 24
N 00°08'41" W BASIS OF BEARING
EAST RIGHT-OF-WAY LINE US 41
N 00°08'41" W 456.79'
POC SW CORNER, NW 1/4 SEC 1 - 45 - 24
POB
L1 L2 L3 L4 L5 L8
HOWARD JOHNSON'S RESTURANT / HOTEL O.R. 2103, PG. 1626
PEP BOY'S AUTOMOTIVE O.R. 1554, PG. 4345

LEGEND
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 89°20'39" E	33.00'
L2	N 89°13'54" E	5.48'
L3	N 89°13'54" E	52.21'
L4	S 27°35'49" E	5.80'
L5	S 62°24'11" W	64.57'
L8	N 03°52'50" E	34.43'

HOLE MONTES
NAPLES · FLORIDA · SARASOTA
950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of Authorization No.1772

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

DRAWN BY: JR
CHECKED BY: JLR
DATE: 3/03
DRAWING NO. B-4192
PARTY CHIEF:
DATE:

PROJECT NO. 2002037
REFERENCE NO. 2002037STLS2

EXHIBIT "B"

(b) The interest of the Beneficiary shall consist solely of the following rights respecting the trust property:

(1) Power to direct the Trustee to deal with title to the Property, which power shall include, but is not limited to, directions to the Trustee to execute deeds, leases, mortgages, promissory notes and all other instruments relating to the Property, provided, however, as set forth in paragraphs 12 and 22 of this Trust Agreement, the Trustee shall have no individual liability whatsoever nor shall the Trustee be required to furnish any warranties that would result in any individual liability in regard to the execution of any such instruments.

(2) Power to manage, possess, use and control the Property.

(3) Right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the Property.

(4) Enjoyment of all rights and privileges regarding the Property as if he, Beneficiary was the legal and equitable owner of the Property. Such rights and powers, as well as the interest of the Beneficiary under this Trust Agreement, shall be personal property. The Beneficiary shall not have any right, title or interest in or to any portion of the legal or equitable title to the Property. If the Beneficiary is a human being, the death of the Beneficiary (or any of the persons contained in the term Beneficiary if more than one person signs this Trust Agreement as the Beneficiary) shall not terminate this Trust Agreement or the trust created hereby or affect the rights or powers of the Trustee or of the Beneficiary except as provided by law and the interest of the Beneficiary of this Trust Agreement, pass to his personal representative and not to his devisees or heirs at law.

INSTR # 6165612
OR BK 04213 Pgs 0157 - 177; (21pgs)
RECORDED 03/01/2004 02:01:25 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 96.00
DEED DOC 0.70
DEPUTY CLERK K Cartwright

This Instrument Prepared By:
Lawrence C.E. Garcia
CONROY, COLEMAN & HAZZARD, P.A.
2640 Golden Gate Parkway
Naples, Florida 34105

GRANT OF EASEMENT

This Grant of permanent and perpetual easement is made this 12th day of February, 2004, by JOHN T. CONROY, JR., AS TRUSTEE UNDER THE PAGE FIELD MEDICAL VILLAGE LAND TRUST AGREEMENT, and not individually, whose address is 636 15th Avenue South, Naples, Florida 34102, hereinafter referred to as GRANTOR(S), to the CITY OF FORT MYERS, a Florida Municipal Corporation under the laws of the State of Florida, whose address is P.O. Drawer 2217, Fort Myers, Florida, 33902-2217, of the County of Lee, in the State of Florida, hereinafter referred to as GRANTEE.

RECITALS

A. GRANTOR is the owner of a ground leasehold interest in that property described in EXHIBIT "A" (Page Field Property") and the beneficiary of the easements described in EXHIBIT "B" ("Easement Lands").

B. GRANTEE desires to use a portion of the Easement Lands land for the location, construction, installation, use, and maintenance of a sewer pump station to provide sewer service for the Page Field Property ("Utility Facilities").

C. GRANTOR is willing to grant an easement on a portion of the Easement Lands to the GRANTEE for the above-described purposes ("Utility Easement").

Now, therefore, GRANTOR, in consideration of the mutual covenants and agreements contained herein, has granted, bargained, and sold to GRANTEE, its successors and assigns, an easement giving GRANTEE the above described rights on the property described as:

1. The Utility Easement agreed to is located and described as a public utility easement more particularly described in the attached EXHIBIT "C", together with free right of ingress and egress over and across the above-described parcel, insofar as such right of ingress and egress is necessary to the proper use of any other right granted herein.

2. GRANTEE hereby agrees to indemnify, defend and hold GRANTOR harmless against all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorneys' fees) arising out of occurrences from GRANTEE's location, construction, installation, use, and maintenance of the Utilities Easement located on the Easement Lands.

IN WITNESS WHEREOF, GRANTOR has executed this Grant of Easement on the day and year first written above.

WITNESSES:

Print Name: Jody K Vanderbilt

Print Name: **Lawrence C.E. Garcia**

GRANTOR:

By:
Name: John T. Conroy, Jr.
Title: Trustee under the Page Field Medical Village Land Trust Agreement

TO BE COMPLETED BY GRANTOR

STATE OF FLORIDA)
: SS.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 12th day of February, A.D., 2004, by John T. Conroy, Jr., as Trustee under the Page Field Medical Village Land Trust Agreement [ ] who is personally known to me or [ ] who has produced _____ as identification and who did/did not take an oath.

Signature of Notary

JODY K. VANDERBILT
MY COMMISSION # DD 149075
EXPIRES: January 10, 2007
Bonded Thru Notary Public Underwriters

Typed, Printed or Stamped Name of Above
Notary Public State of Florida at Large

Serial Number, if Any

My Commission Expires:

N:\Conroy, John T (Jack)\Page Field documents\Easements\Grant of Easement Page Field Ft Myers.doc

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.61 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.969 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

EXHIBIT "A"

42.00
(9)

INSTR # 5850897
Official Records BK 03956 PG 4434
RECORDED 06/10/2003 03:15:31 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 42.00
DEED DOC 0.70
DEPUTY CLERK A Janke

This instrument was prepared by:
James F. Caudill
Conroy, Coleman, & Hazzard, P.A.
2640 Golden Gate Parkway
Suite 115
Naples, Florida 34119
(941) 649-5200
(941) 649-8140 (fax)

This document is being re-recorded to correct a scrivener's error in the name of the Grantee.

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement is made this 2nd day of April, 2003, by and between John T. Conroy, Jr., as Trustee under the Page Field Commons Medical Village Land Trust Agreement and not individually (hereinafter referred to as "Conroy") and Alsdorf Enterprises, Inc., an Illinois corporation, (hereinafter referred to as "Alsdorf").

BACKGROUND

A. Conroy is the owner of a ground leasehold interest in that property described in Exhibit "A".

B. Alsdorf is the owner of that property described in Exhibit "B" ("Alsdorf's Property").

C. Alsdorf has agreed to enter into this Agreement to grant Conroy, his successors and assigns, an utilities easement across the land described in Exhibit "C", all of which are a part of Exhibit "B" ("Easement Lands").

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in further consideration of Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS OF AGREEMENT

1. Adoption of Recitals. The parties hereby acknowledge that the foregoing Recitals are true and correct and the same are hereby adopted as part of this Agreement.

2. Utilities Easement. Alsdorf does hereby, for himself, his successors and assigns, grant to Conroy, his tenants, customers, employees, agents, invitees, licensees, and his successors and assigns, an irrevocable, non-exclusive easement to construct, use, and maintain sewer and water

EXHIBIT "B"

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/4/23, 3:28 PM Landmark Web Official Records Search

utilities facilities ("Utility Facilities") on the Easement Lands. Alsdorf and Conroy hereby, agree that they will attempt to turnover the ownership and maintenance of the Utility Facilities to the City of Fort Myers.

3. Expenses. Conroy shall be liable for the maintenance and repair of the Utility Facilities, and hereby agrees to restore the Easement Lands to the condition it was in prior to the construction of the Utility Facilities, but for the palm tree located in the Easement Lands. Conroy shall move the tree at the commencement of construction to any location on Alsdorf's Property, reasonably chosen by Alsdorf.

5. General. This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and shall constitute covenants running with the lands described herein and shall inure to the benefit and be binding upon the parties hereto and the respective grantees, heirs, successors, assigns, tenants, agents, employees, guests and invitees. The invalidity, in whole or in part, of any covenants, restrictions or any section, subsection, sentence, clause, phrase, word, or other provision of this Agreement shall not affect the remaining portions thereof. This Agreement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Agreement constitutes the entire understanding of the parties and incorporates all previous understandings of the parties. This Agreement may be executed in counterparts. This Agreement may be only modified by a future writing agreed by the parties or their respective successors and assigns. This Agreement shall be recorded in the Public Records of Lee County, Florida. Should any disagreement arise under this Agreement, the prevailing party in any action to enforce or defend provisions of the Agreement described herein shall be entitled to recover all costs and reasonable attorney's fees incurred before trial, at trial, and appeal, and venue for said action shall lie in Lee County, Florida. The parties further agree to reasonably cooperate among themselves to the extent necessary to effectuate the intent of this Agreement.

6. Subordination. _____, ("Lender"), by its signature hereto, hereby subordinates its interest in the property described on Exhibit "B" to the easements contained herein. The subordinated interests of Lender are reflected in that certain Mortgage recorded at Official Records Book _____, Page _____ of the public records of Lee County, Florida given by Alsdorf are Mortgagor. Except as specifically set forth herein, all rights of Lender remain in full force and effect and are unchanged hereby.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of April, 2003.

Witnesses:

R C Gluth

Printed Name: R.C. Gluth

Printed Name:

Printed Name:

Printed Name:

Printed Name:

Printed Name:

ALSDORF:

Alsdorf Enterprises, Inc., an Illinois corporation,

By: Marilynn Alsdorf
Marilynn Alsdorf
Its: President

(CORPORATE SEAL)

CONROY:

John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement

LENDER:

_____,
a _____ banking association

By:
Print Name:
Its: Vice President

(CORPORATE SEAL)

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2nd day of April, 2003, by Marilynn Alsdorf, as the President of Alsdorf Enterprises, Inc., an Illinois corporation, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

"OFFICIAL SEAL"
LAURA MURAOKA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/16/2007
Seal

Notary Public Muraoka
Print Name: Laura Muraoka

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2003, John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public _____
Print Name: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2003, by _____, as the Vice President of _____, a _____ banking association, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notary Public _____
Print Name: _____

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 2nd day of April, 2003.

Witnesses:

R C Gluth

Printed Name: R.C. Gluth

Printed Name:

Printed Name:

Printed Name:

Printed Name:

Printed Name:

ALSDORF:

Alsdorf Enterprises, Inc., an Illinois corporation,

By: Marilynn Alsdorf

Its: President

(CORPORATE SEAL)

CONROY:

John T. Conroy, Jr., as Trustee, under the Page Field ~~Commons~~ Land Trust Agreement Medical Village

LENDER:

a _____ banking association

By:

Print Name:

Its: Vice President

(CORPORATE SEAL)

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 2nd day of April, 2003, by Marilynn Alsdorf, as the President of Alsdorf Enterprises, Inc., an Illinois corporation, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

"OFFICIAL SEAL"
LAURA MURAOKA
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 3/16/2007

Notary Public Muraoka
Print Name: Laura Muraoka

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 23rd day of April, 2003, John T. Conroy, Jr., as Trustee, under the Page Field ~~Commons~~ Medical Village Land Trust Agreement, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

JAMES CAUDILL
MY COMMISSION # DD 178747
EXPIRES: January 20, 2007
Bonded Thru Notary Public Underwriters

Notary Public J Caudill
Print Name: James Caudill

(Seal)

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this ___day of _____, 2003, by _____, as the Vice President of _____, a _____ banking association, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

Notary Public _____
Print Name: _____

(Seal)

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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Exhibit A (3)

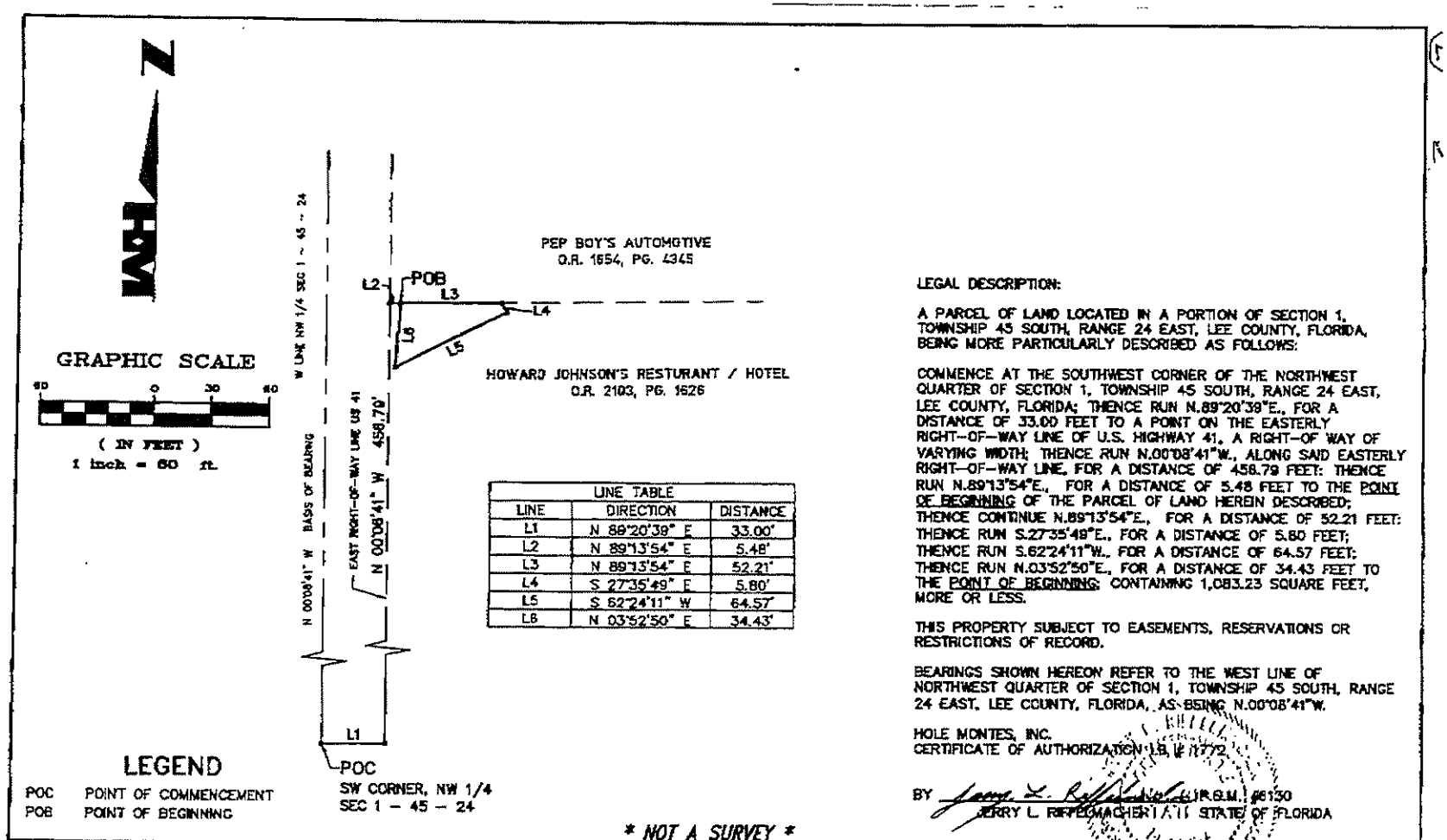
Official Records BK 03956 PG 4501

EXHIBIT "B"

The South 220 feet of the North 412 feet of the Southwest 1/4 of the Southwest 1/4 of the Northwest 1/4 of Section 1, Township 45 South, Range 24 East, Lee County, Florida; less the West 50 feet for road right-of-way purposes, Public Records of Lee County,

DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023
Official Records BK 03956 PG 4502
Landmark Web Official Records Search
8/4/23, 3:28 PM
https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=#
Book4213/Page168
Page 12 of 21
12/21

EXHIBIT "C"



LINE TABLE		
LINE	DIRECTION	DISTANCE
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L5	S 62°24'11" W	64.57'
L6	N 03°52'50" E	34.43'

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY _____ P.S.M. # 6130
JERRY L. REPPMACHER II AT STATE OF FLORIDA

* NOT A SURVEY *

PARTY CHIEF:	DATE 3/03	HOLE MONTES ENGINEERS · PLANNERS · SURVEYORS	950 Encore Way Naples, FL 34110 Phone: (941) 254-2000 Florida Certificate of Authorization No.1772	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	SKETCH AND LEGAL DESCRIPTION
DRAWN BY: JLR	DATE 3/03				PROJECT NO. 2002037
CHECKED BY: JLR	DRAWING NO. B-4192				REFERENCE NO. 2002037UTILSL2

EXHIBIT "B"

(b) The interest of the Beneficiary shall consist solely of the following rights respecting the trust property:

(1) Power to direct the Trustee to deal with title to the Property, which power shall include, but is not limited to, directions to the Trustee to execute deeds, leases, mortgages, promissory notes and all other instruments relating to the Property, provided, however, as set forth in paragraphs 12 and 22 of this Trust Agreement, the Trustee shall have no individual liability whatsoever nor shall the Trustee be required to furnish any warranties that would result in any individual liability in regard to the execution of any such instruments.

(2) Power to manage, possess, use and control the Property.

(3) Right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the Property.

(4) Enjoyment of all rights and privileges regarding the Property as if he, Beneficiary was the legal and equitable owner of the Property. Such rights and powers, as well as the interest of the Beneficiary under this Trust Agreement, shall be personal property. The Beneficiary shall not have any right, title or interest in or to any portion of the legal or equitable title to the Property. If the Beneficiary is a human being, the death of the Beneficiary (or any of the persons contained in the term Beneficiary if more than one person signs this Trust Agreement as the Beneficiary) shall not terminate this Trust Agreement or the trust created hereby or affect the rights or powers of the Trustee or of the Beneficiary except as provided by law and the interest of the Beneficiary of this Trust Agreement, pass to his personal representative and not to his devisees or heirs at law.

This instrument was prepared by:
James F. Caudill
CONROY, COLEMAN, & HAZZARD
2640 Golden Gate Parkway
Suite 115
Naples, Florida 34119
(941) 649-5200
(941) 649-8140 (fax)

INSTR # 6147868
OR BK 04199 Pgs 4448 - 4454; (7pgs)
RECORDED 02/16/2004 08:55:18 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 33.00
DEPUTY CLERK A Janke

INSTR # 6076065
OR BK 04144 Pgs 4896 - 4902; (7pgs)
RECORDED 12/11/2003 01:28:58 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 33.00
DEED DOC 0.70
DEPUTY CLERK A Janke

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is made this 23rd day of MAY, 2003, by and between John T. Conroy, Jr., as Trustee under the Page Field Medical Village ~~Commons~~ Land Trust Agreement and not individually ("Conroy") and THE PEP BOYS – MANNY, MOE, AND JACK, a Pennsylvania corporation,, ("Pep Boys").

BACKGROUND

A. Conroy is the owner of a ground leasehold interest in that property described in Exhibit "A".

B. Pep Boys is the owner of that property described in Exhibit "B".

C. Pep Boys has agreed to enter into this Agreement to grant Conroy, his successors and assigns, an utilities easement across the land described in Exhibit "C", all of which are a part of Exhibit "B" ("Easement Lands").

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in further consideration of Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS OF AGREEMENT

1. Adoption of Recitals. The parties hereby acknowledge that the foregoing Recitals are true and correct and the same are hereby adopted as part of this Agreement.

2. Utilities Easement. Pep Boys does hereby, for itself, its successors and assigns, grant to Conroy, his tenants, customers, employees, agents, invitees, licensees, and his successors and assigns, an irrevocable, non-exclusive easement to construct, use, and maintain sewer and water utilities facilities ("Utility Facilities") on the Easement Lands (such easement referred to herein as the "Utilities Easement"). Pep Boys and Conroy hereby, agree that they will attempt to turnover the ownership and maintenance of the Utility Facilities to the City of Fort Myers.

3. Expenses. Conroy shall be liable for the maintenance and repair of the Utility Facilities, and hereby agrees to restore the Easement Lands to the condition it was in prior to the construction of the Utility Facilities.

this document is being re-recorded to correct a scrivener's error in the name of the Grantee.

4. Interference. Conroy agrees that he shall pay Pep Boys liquidated damages in the amount of $2,000.00 per hour, for any time during Pep Boys' normal business hours (8:00 a.m. to 7:00 p.m.) in which the access to the Pep Boys premises is completely blocked or otherwise completely inaccessible to vehicular traffic by virtue of the initial construction of the underground components of the Utility Facilities and Pep Boys is required to close its operations. Pep Boys agrees that this provision shall apply only to the extent that the lack of access affects its business. Pep Boys further agrees that it will use its best efforts to remain open and that damages are not due under this provision for minor inconveniences and obstructions.

5. Indemnification. Conroy agrees to indemnify, defend and hold Pep Boys harmless against all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorneys' fees) arising out of occurrences from Conroy's use of the Utilities Easement located on the Easement Lands, except to the extent caused by the negligence or fault of Pep Boys. Conroy shall give prompt and timely notice of any claim made or suit or action commenced against Pep Boys which in any way would result in indemnification under this Paragraph.

6. Insurance. Conroy and Pep Boys agree to maintain primary public liability and property damage insurance covering their respective parcels in reasonable limits, but no less than $500,000.00 for bodily injury or death or property damage of any one person and $500,000.00 for any one occurrence. Conroy and Pep Boys, for themselves, and for all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from any occurrence covered or required hereunder to be covered in whole or in part by the foregoing insurance, and also waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Upon request, Conroy shall give assurances to Pep Boys that all contractors performing work on the Utilities Easement will maintain adequate and proper insurance prior to delivering their services.

7. General. This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and shall constitute covenants running with the lands described herein and shall inure to the benefit and be binding upon the parties hereto and the respective grantees, heirs, successors, assigns, tenants, agents, employees, guests, and invitees. The invalidity, in whole or in part, of any covenants, restrictions or any section, subsection, sentence, clause, phrase, word, or other provision of this Agreement shall not affect the remaining portions thereof. This Agreement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Agreement constitutes the entire understanding of the parties and incorporates all previous understandings of the parties. This Agreement may be executed in counterparts. This Agreement may be only modified by a future writing agreed by the parties or their respective successors and assigns. This Agreement shall be recorded in the Public Records of Lee County, Florida. Should any disagreement arise under this Agreement, the prevailing party in any action to enforce or defend provisions of the Agreement described herein shall be entitled to recover all costs and reasonable attorney's fees incurred before trial, at trial, and appeal, and venue for said action shall lie in Lee County, Florida. The parties further agree to reasonably cooperate among themselves to the extent necessary to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2003.

Witnesses:

Jacqueline Woods
Printed Name: JACQUELINE WOODS

Edna Olsen
Printed Name: EDNA OLSEN

PEP BOYS:

THE PEP BOYS – MANNY, MOE, AND JACK, a Pennsylvania corporation

By: _____
Print Name: Frederick A. Stampone
Its: ~~President~~ Senior Vice President

(CORPORATE SEAL)

THE PEP BOYS-MANNY, MOE & JACK CORPORATE SEAL 1925 PENNSYLVANIA

CONROY:

_____
Printed Name: LAWRENCE C. BARCH

_____
Printed Name: Diane Whitacre

_____
John T. Conroy, Jr., as Trustee, under the Page Field ~~Commons~~ Land Trust Agreement
Medical Village

TR

STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 22nd day of May, 2003, by Frederick A. Stamps as the Sr. V-President of THE PEP BOYS–MANNY, MOE, AND JACK, a Pennsylvania corporation, who is personally known to me, ~~or has produced~~ _____ _____(~~type of identification) as identification~~. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notarial Seal
Helene B. Porter, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 24, 2003
Member, Pennsylvania Association of Notaries

Notary Public Helen B. Porter
Print Name: Helene B. Porter

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 23rd day of May, 2003, John T. Conroy, Jr., as Trustee, under the Page Field ~~Commons~~ Medical Village Land Trust Agreement, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

DIANE WHITACRE
MY COMMISSION # CC 825440
EXPIRES: August 10, 2003
Bonded Thru Notary Public Underwriters

Notary Public Diane Whitacre
Print Name: Diane Whitacre

Z:\PUBLIC\FILES\CAUDILL\JACK CONROY\PAGE FIELD\CONROY.PEP BOYS.UTILITY AGREEMENT.052103.DOC

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.969 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

EXHIBIT "A"

EXHIBIT "B"

THE NORTH 192 FEET OF THE SOUTHWEST QUARTER (SW-1/4) OF THE SOUTHWEST QUARTER (SW-1/4) OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, LESS THE WEST 50 THEREOF.

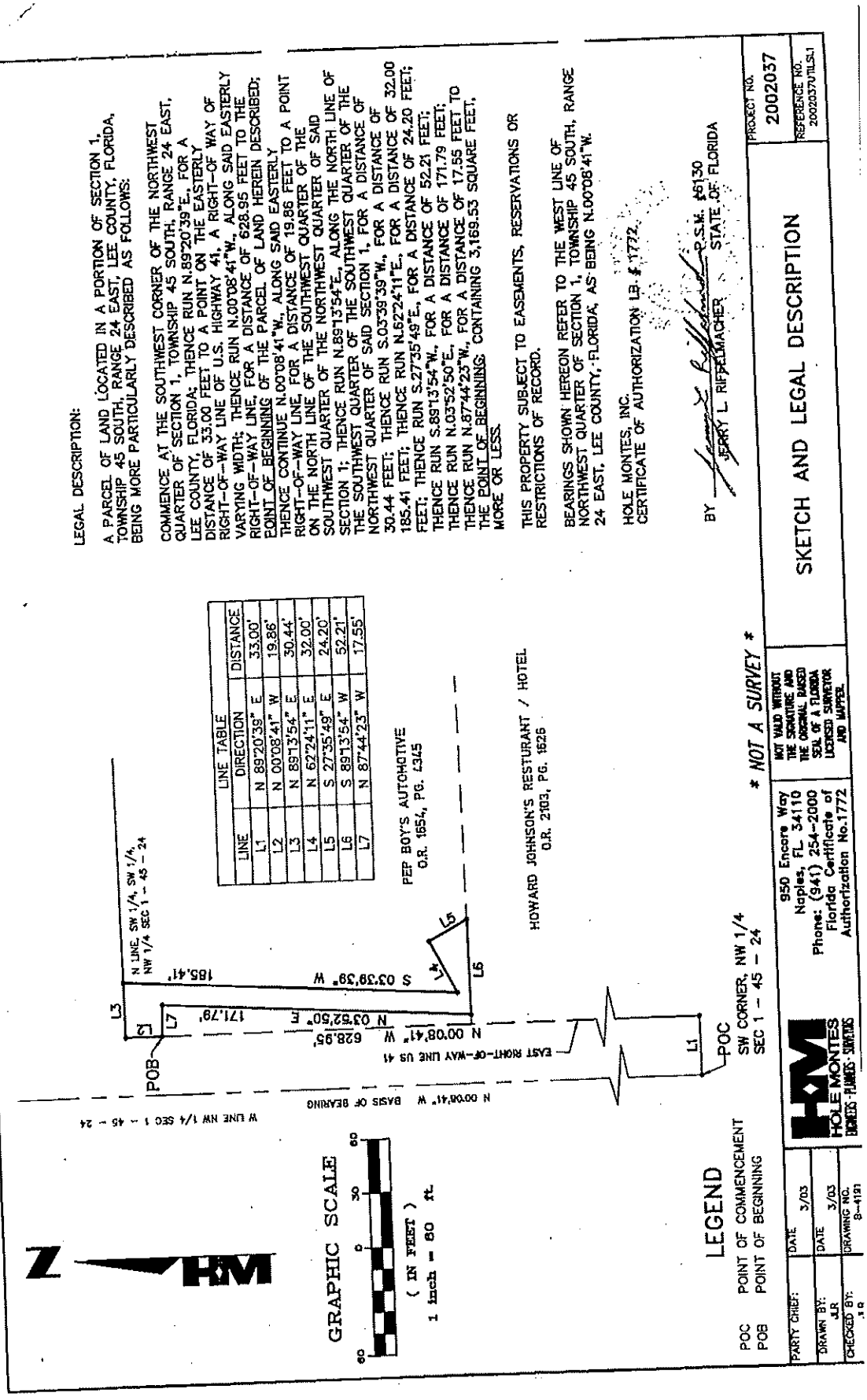
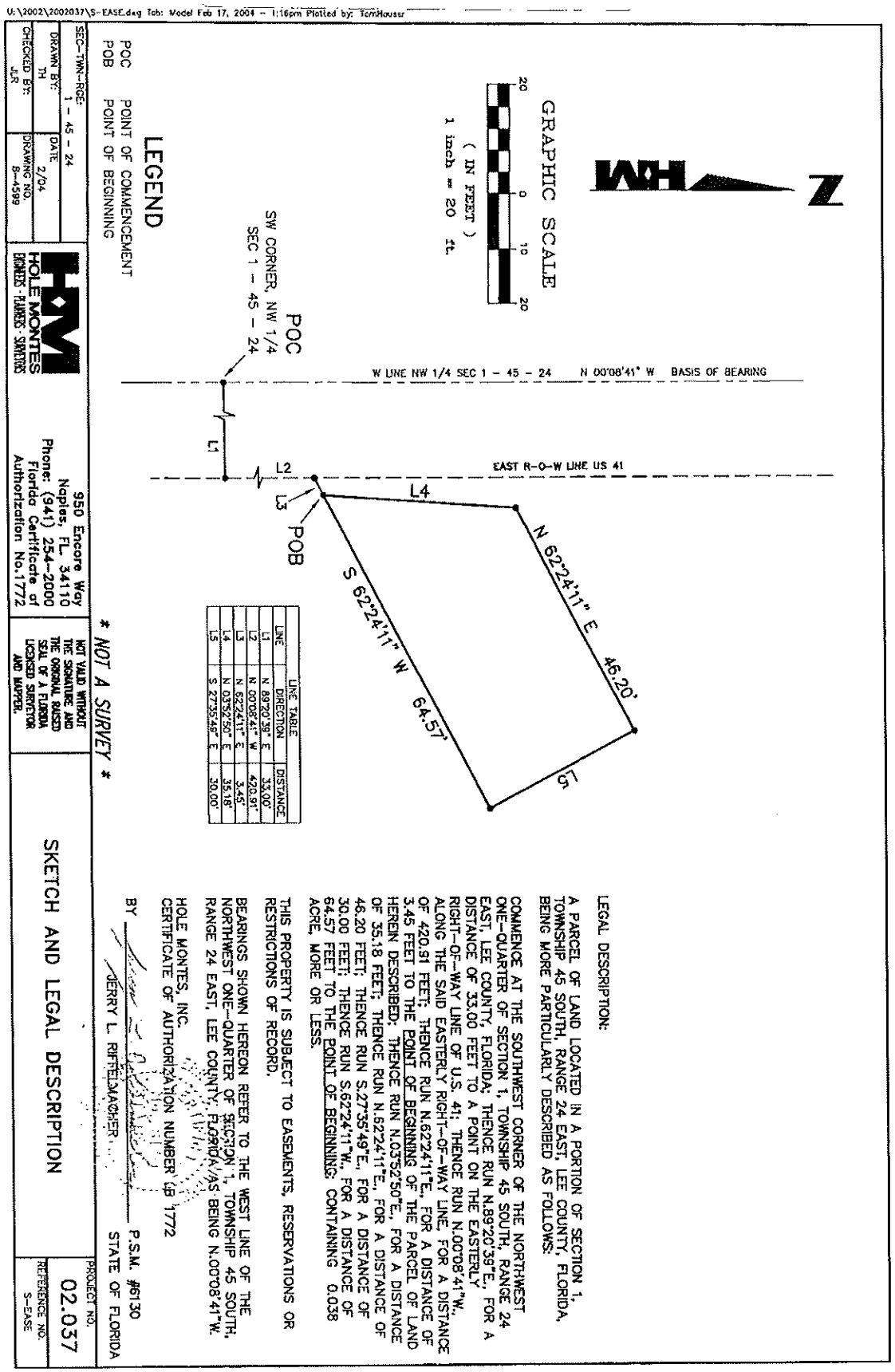

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 628.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 19.86 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.89°13'54"E., ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 30.44 FEET; THENCE RUN S.03°39'39"W., FOR A DISTANCE OF 185.41 FEET; THENCE RUN N.62°24'11"E., FOR A DISTANCE OF 24.20 FEET; THENCE RUN S.27°35'49"E., FOR A DISTANCE OF 52.21 FEET; THENCE RUN S.89°13'54"W., FOR A DISTANCE OF 171.79 FEET; THENCE RUN N.03°52'50"E., FOR A DISTANCE OF 17.55 FEET TO THE POINT OF BEGINNING; CONTAINING 3,169.53 SQUARE FEET, MORE OR LESS.
THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°08'41"W.
HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION L.B. # 1772
BY JERRY L RIFFLEMACHER P.S.M. #6130 STATE OF FLORIDA
SKETCH AND LEGAL DESCRIPTION
PROJECT NO. 2002037
REFERENCE NO. 2002037VILSL1
* NOT A SURVEY *
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
950 Encore Way Naples, FL 34110 Phone: (941) 254-2000 Florida Certificate of Authorization No.1772
HOLE MONTES
DENTES - PLUMES - SWARTZ
PARTY CHIEF: DATE 3/03
DRAWN BY: JJR DATE 3/03
CHECKED BY: JR DRAWING NO. 8-4131
LINE TABLE
LINE | DIRECTION | DISTANCE
L1 | N 89°20'39" E | 33.00'
L2 | N 00°08'41" W | 19.86'
L3 | N 89°13'54" E | 30.44'
L4 | N 62°24'11" E | 32.00'
L5 | S 27°35'49" E | 24.20'
L6 | S 89°13'54" W | 52.21'
L7 | N 87°44'23" W | 17.55'
N LINE, SW 1/4, SW 1/4, NW 1/4 SEC 1 - 45 - 24
S 03°39'39" W 185.41'
N 03°52'50" E 171.79'
N 00°08'41" W 628.95'
EAST RIGHT-OF-WAY LINE US 41
N 00°08'41" W BASIS OF BEARING
W LINE NW 1/4 SEC 1 - 45 - 24
PEP BOY'S AUTOMOTIVE O.R. 1654, PG. 1345
HOWARD JOHNSON'S RESTURANT / HOTEL O.R. 2103, PG. 1626
POB
POC
SW CORNER, NW 1/4 SEC 1 - 45 - 24
L1
L3
L4
L5
L7
LEGEND
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
60 30 0 60

Exhibit "C"

EXHIBIT "C"



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 41; THENCE RUN N.00°08'41"W., ALONG THE SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 420.91 FEET; THENCE RUN N.62°24'11"E., FOR A DISTANCE OF 3.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.03°52'50"E., FOR A DISTANCE OF 35.18 FEET; THENCE RUN N.62°24'11"E., FOR A DISTANCE OF 46.20 FEET; THENCE RUN S.27°35'49"E., FOR A DISTANCE OF 30.00 FEET; THENCE RUN S.62°24'11"W., FOR A DISTANCE OF 64.57 FEET TO THE POINT OF BEGINNING; CONTAINING 0.038 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°08'41"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB 1772

BY _____ P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

RETURN TO MINUTES OFFICE

This Instrument Prepared by:
LEE COUNTY PORT AUTHORITY
16000 Chamberlin Parkway, Suite 8671
Fort Myers, FL 33913

(5)

INSTR # 5910180
Official Records BK 04008 PG 2586
RECORDED 07/29/2003 02:12:30 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 24.00
DEED DOC 0.70
DEPUTY CLERK G Sherwood

Parcel Strap No.: 01-45-24-00-00007.0000

THIS SPACE FOR RECORDING

PERPETUAL STORMWATER DRAINAGE EASEMENT

This easement grant is made between **LEE COUNTY**, a political subdivision of the State of Florida, owner, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (Grantor) and, **JOHN T. CONROY, JR., TRUSTEE**, whose address is Grubb & Ellis/IPC 3838 N. Tamiami Trail, Naples, Florida, 34103 (Grantee) as follows:

1. In consideration of the sum of one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive drainage easement in, over and across that portion of Grantor's property legally described in Exhibit "A," and shown on Exhibits "B" and "C," attached and incorporated by reference.

2. Grantee 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. Grantee 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. 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. Title to any drainage facilities constructed in the easement area will remain in the Grantor, its successors or assigns.

6. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the easement area and exercising the rights granted under this easement. Any damage to Grantor's property, within the easement area or adjacent to and outside the easement area, or the permitted improvements thereon, as a result of the construction, operation or maintenance of Grantee's facilities within the easement area must be repaired or restored by the Grantee causing the damage to the condition in which it existed prior to the damage.

LS03-091-DOC.wpd

7. Grantee may not create obstructions or conditions in the easement area that are or may become hazardous or dangerous to the air or ground traveling public.

8. Grantor specifically reserves the right to use the easement area for the maintenance, construction, repair or replacement of other public utility or drainage facilities located within or adjacent to the easement area, including the right to construct or maintain facilities that longitudinally and laterally traverse the easement area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

9. Grantor warrants that subject to any existing public roadway or utility easements, Grantor is in lawful possession of the subject property free and clear of all liens and encumbrances, except those recorded in the public records, and has the right and power to convey this easement.

10. This easement runs with the land and is binding on Grantor and Grantor's successors and assigns.

IN WITNESS WHEREOF, Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman or Vice Chairman

APPROVED AS TO LEGAL FORM:

_____
Office of County Attorney

Official Records BK 04008 PG 2588

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #2002037
12/19/2002
REF. DWG. #B-3979-1

EXHIBIT A

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.89°13'54"E., ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.00°11'03"W., ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 14.86 FEET; THENCE RUN S.90°00'00"W., FOR A DISTANCE OF 17.24 FEET; THENCE RUN N.49°19'12"W., FOR A DISTANCE OF 46.02 FEET; THENCE RUN S.90°00'00"E., FOR A DISTANCE OF 52.05 FEET TO A POINT ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, THENCE RUN N.00°11'03"W., ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 25.14 FEET; THENCE RUN N.89°48'57"E., FOR A DISTANCE OF 30.00 FEET TO A POINT ON A LINE 30.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.00°11'03"E., PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 719.79 FEET; THENCE RUN S.89°22'48"W., FOR A DISTANCE OF 30.17 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.00°11'03"W, ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 650.04 FEET TO THE POINT OF BEGINNING; CONTAINING 0.520 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY _____ FLA. REG. #6130
JERRY L. RIFFELMACHER · STATE OF FLORIDA

W:\2002\2002037\B-3979-1.doc

Official Records BK 04008 PG 2589

EXHIBIT B

* NOT A SURVEY *

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 89°20'38" E	333.00'
L2	N 00°11'03" W	14.86'
L3	S 90°00'00" W	17.24'
L4	N 49°19'12" W	46.02'
L5	S 90°00'00" E	52.05'
L6	N 00°11'03" W	25.14'
L7	N 89°48'57" E	30.00'
L8	S 89°20'38" W	30.00'

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'38"E., FOR A DISTANCE OF 333.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.89°13'54"E., ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.00°11'03"W., ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 17.24 FEET; THENCE RUN N.49°19'12"W., FOR A DISTANCE OF 46.02 FEET; THENCE RUN S.90°00'00"W., FOR A DISTANCE OF 52.05 FEET TO A POINT ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.00°11'03"W., ALONG THE NORTHERLY PROLONGATION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 25.14 FEET; THENCE RUN N.89°48'57"E., FOR A DISTANCE OF 30.00 FEET TO A POINT ON A LINE 30.00 FEET EASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.00°11'03"E., PARALLEL WITH THE EAST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 719.79 FEET; THENCE RUN S.89°22'48"W., FOR A DISTANCE OF 30.17 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.00°11'03"W., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 650.04 FEET TO THE POINT OF BEGINNING; CONTAINING 0.320 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 6772

BY _____
JERRY L. RIFFELMACHER P.S.M. #5130
STATE OF FLORIDA

HOLE MONTES
ENGINEERS PLANNERS SURVEYORS
950 Encore Way
Naples, Florida 34110
Phone: (941) 254-2000
Florida Certificate of Authorization No.1772

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

SKETCH AND LEGAL DESCRIPTION

LEE COUNTY FLORIDA

REVISION No.	DESCRIPTION	DATE
	REVISIONS	

DRAWN BY:	DATE	SECTION	PROJECT No.
JLR	12/02	1	02.037
CHECKED BY:	P.B.	TOWNSHIP 45	
JLR	PAGE	RANGE 24	DRAWING No.
	REFERENCE 20020375L-1		B-3979-1

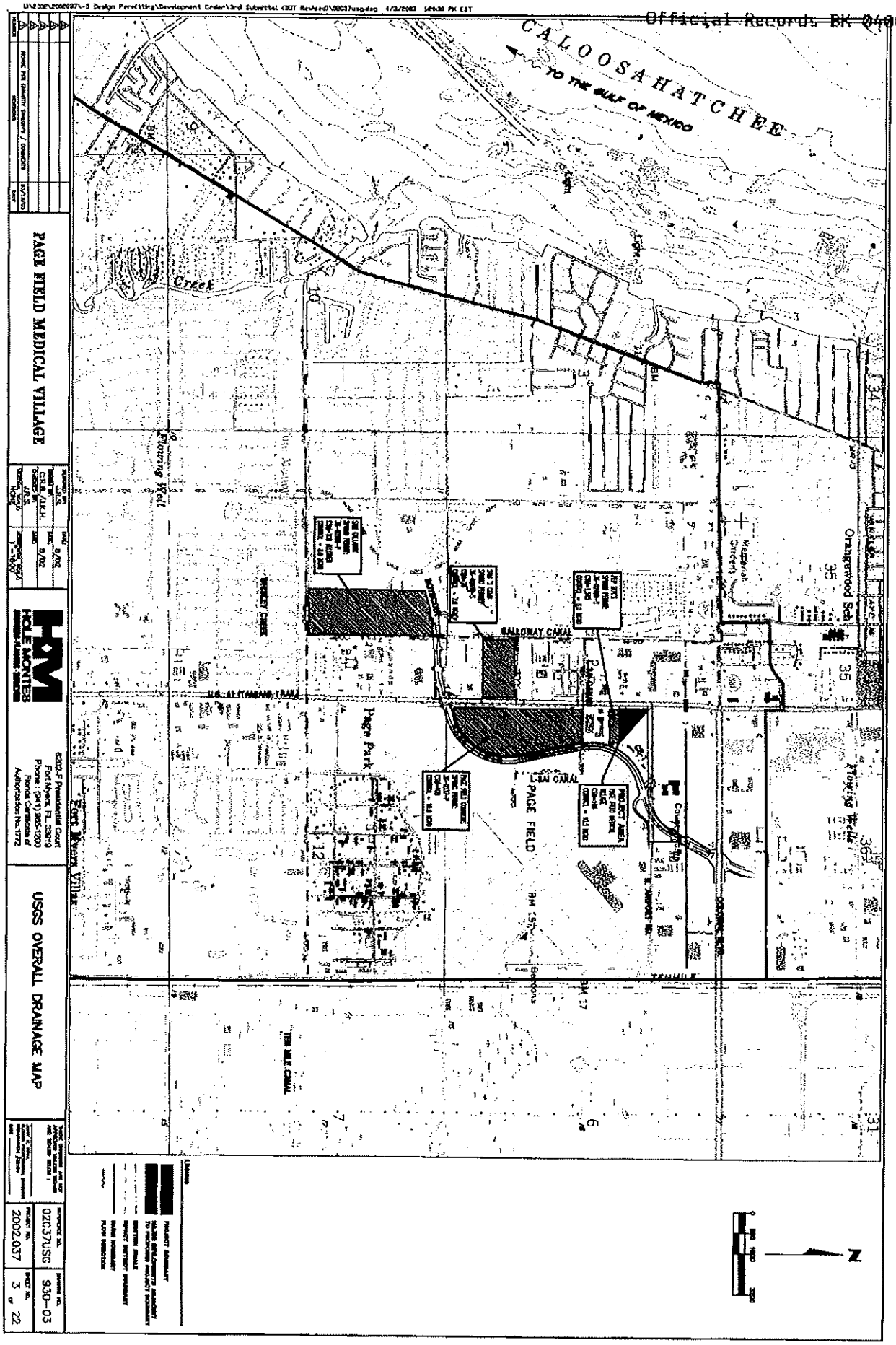

CALOOSAHATCHEE
TO THE GULF OF MEXICO
Creek
Flowing Well
Orangegrove Sch
GALLOWAY CANAL
Page Park
PAGE FIELD
Flowing Wells
Fort Myers Villas
PAGE FIELD MEDICAL VILLAGE
USGS OVERALL DRAINAGE MAP
HOLE MONTES
6200 Presidential Court
Fort Myers, FL 33919
Phone: (941) 985-1200
Florida Certificate of Authorization No. 1772
2002.037
02037USG
930-03
3 of 22
N

EXHIBIT 'C'

This instrument prepared by:
Lawrence C.E. Garcia
CONROY, COLEMAN & HAZZARD, P.A.
2640 Golden Gate Parkway, Suite 115
Naples, Florida 34105

INSTR # 6051352
OR BK 04125 Pgs 3750 - 3753; (4pgs)
RECORDED 11/19/2003 03:51:17 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 19.50
DEPUTY CLERK K Cartwright

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE is made and entered into as of the 26th day of August, 2003, by LEE COUNTY PORT AUTHORITY, a special district and political subdivision of the State of Florida with offices at 16000 Chamberlin Parkway, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and JOHN T. CONROY, JR., as trustee under that certain land trust dated in August of 2002 and named "PAGE FIELD MEDICAL VILLAGE LAND TRUST," with principal offices at 3838 Tamiami Trail North, Suite 402, Naples, FL 34103 (herein referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, Authority and Lessee have entered into a certain lease agreement (hereinafter referred to as the "Lease") entitled "Ground Lease for Parcel of Land at Page Field" dated August, 1, 2002; and

WHEREAS, Authority and Lessee desire to enter into this Memorandum of Lease to set forth certain terms and conditions of the Lease.

NOW, THEREFORE, Authority and Lessee, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Date of Lease. The Lease is dated as of the 1st day of August, 2002.

2. Term. The term of the Lease is as follows:

(a) Initial term. The initial term of this lease commenced on October 1, 2002, and will continue until the earlier of:

(1) the date which is thirty (30) years after the "Full Rent Commencement Date" as defined in the Lease; or,

(2) 11:59 p.m. on September 30, 2034.

(b) Extension Periods. The Lease provides that Lessee may exercise two (2) options to extend the term of this lease each for an additional twenty (20) years (provided, at the time the option is exercised, the lease has not already been terminated, and further provided the Lessee is not in default) by giving the Authority written notice, in the manner set forth in the Lease, no later than six months prior to expiration of the term, of Lessee's intent to exercise the option.

3. Leased Premises. The Leased Premises consists of a parcel of land within the boundaries of Page Field General Aviation Airport in the County of Lee, State of Florida, a portion of Strap No.: 01-45-24-00-00007.0000, containing approximately 3.97 acres, which property is depicted and described on the "Sketch and Legal Description" attached hereto and made a part hereof as Exhibit "A".

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Memorandum of Lease on the date first above written; provided, however, that for the purpose of determining "the date hereof," as used in this Memorandum of Lease, such date shall be the last date any of the parties hereto executes this Memorandum of Lease.

JOHN T. CONROY, JR.,
as Trustee under that certain land trust dated August 2002.
(Lessee)

By: _____
Title: Trustee
Date: 8-6-03

WITNESSED:
By: Ila Marie Lucas

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners
Date: 8-26-03

WITNESSED:
By: _____

APPROVED AS TO FORM:

By: _____
Port Authority Attorney

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 6TH day of AUGUST, 2003 by JOHN T. CONROY, JR., as TRUSTEE of the PAGE FIELD MEDICAL VILLAGE LAND TRUST, on behalf of said Trust. He is personally known to me or has produced _____ (type of identification) as identification and did (did not) take an oath. *NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person executing this instrument did take an oath.*

(SEAL)
ILA MARIE LUCAS
MY COMMISSION # DD 166621
EXPIRES: December 21, 2006
Bonded Thru Notary Public Underwriters

Ila Marie Lucas
Signature
ILA MARIE LUCAS
(Type or print Name of Acknowledger)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 26th day of August, 2003 by Ray Judah, as Chairman of the LEE COUNTY PORT AUTHORITY, on behalf of said Port Authority. She/He is personally known to me or has produced (type of identification) as identification and did (did not) take an oath. *NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person executing this instrument did take an oath.*

(SEAL)

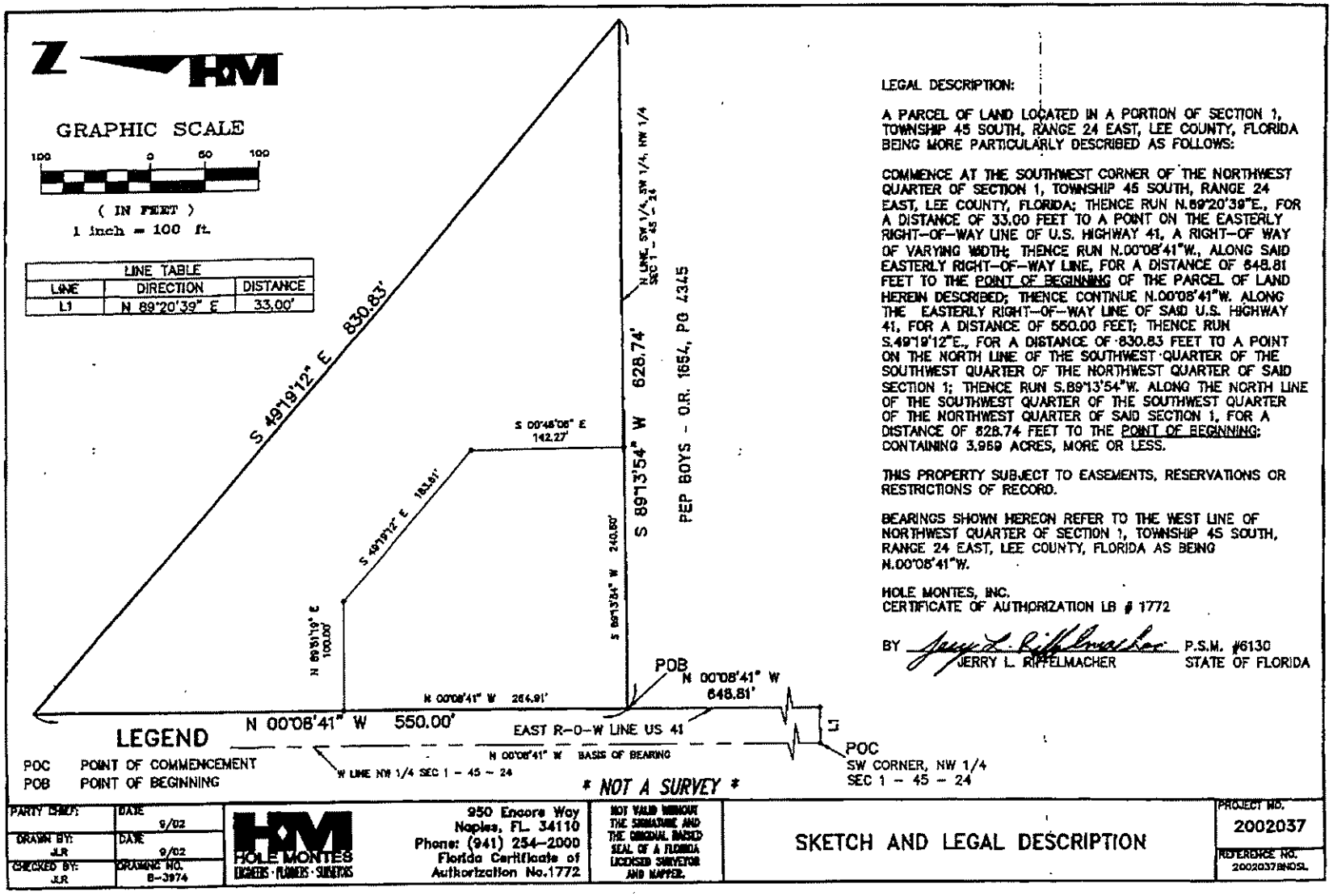
Mary E. Frisby
Signature
MARY E. FRISBY
(Type or print Name of Acknowledger)

F:\REAL ESTATE GROUP\Conroy, John T (Jack)\Page Field\documents\PageField.Memorandum.Lease.080403.doc

Mary E Frisby
My Commission DD094849
Expires February 24, 2006

DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

EXHIBIT "A"



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.959 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY _____ P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

PARTY CHIEF:	DATE: 9/02	HOLE MONTES ENGINEERS · PLANNERS · SURVEYORS	950 Encore Way Naples, FL 34110 Phone: (941) 254-2000 Florida Certificate of Authorization No.1772	NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	SKETCH AND LEGAL DESCRIPTION	PROJECT NO. 2002037
DRAWN BY: JLR	DATE: 9/02					REFERENCE NO. 2002037BNDSL
CHECKED BY: JLR	DRAWING NO. B-3974					

07/28/03 13:24 FAX

Landmark Web Official Records Search
8/4/23, 3:13 PM
Book4125/Page3753 Page 4 of 4
https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=#

INSTR # 2006000447599, Doc Type AGR, Pages 4, Recorded 11/30/2006 at 04:20 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $35.50 Deputy Clerk APIKE

Prepared by and Return to:
Kristin M. Conroy
CONROY, CONROY & DURANT, P.A.
2210 Vanderbilt Beach Rd.
Suite 1201
Naples, Florida 34109

AMENDMENT TO MEMORANDUM OF LEASE

THIS AMENDMENT TO MEMORANDUM OF LEASE is made and entered into as of the 22nd day of November, 2006, by LEE COUNTY PORT AUTHORITY, a special district and political subdivision of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and JOHN T. CONROY, JR., as trustee under that certain land trust dated in August of 2002 and named "PAGE FIELD MEDICAL VILLAGE LAND TRUST," with principal offices at 3838 Tamiami Trail North, Suite 402, Naples, FL 34103 (herein referred to as "Lessee").

W I T N E S S E T H:

WHEREAS, Authority and Lessee have entered into that Ground Lease for Parcel of Land at Page Field (Page Field Medical Village) dated August 1, 2002 (hereinafter referred to as the "Lease"); and

WHEREAS, Authority and Lessee recorded that certain Memorandum of Lease at Official Records Book 4125, Pages 3750-3753, of the Public Records of Lee County, Florida, to set forth certain terms and conditions of the Lease ("Memorandum of Lease").

WHEREAS, Authority and Lessee entered into the First Amendment to Ground Lease for Parcel of Land at Page Field (Page Field Medical Village) dated May 9, 2005 to add to the Leased Premises approximately 31,634 square feet of land for use as a second entrance road ("Second Entrance Road").

WHEREAS, Authority and Lessee desire to record this Amendment to the Memorandum of Lease to add the Second Entrance Road as part of the Leased premises in the Public Records.

NOW, THEREFORE, Authority and Lessee, intending to be legally bound, hereby set forth the following information with respect to the Lease:

1. Leased Premises. In addition to the Leased Premises described in the Memorandum of Lease described above, the Leased Premises also includes the land within the boundaries of Page Field General Aviation Airport in the County of Lee, State of Florida, containing approximately 31,634 square feet, which property is depicted and described on the Legal Description attached hereto and made a part hereof as Exhibit "A".

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have executed this Amendment to Memorandum of Lease on the date first above written; provided, however, that for the purpose of determining "the date hereof," as used in this Amendment to Memorandum of Lease, such date shall be the last date any of the parties hereto executes this Amendment to Memorandum of Lease.

GROUND LANDLORD:

LEE COUNTY PORT AUTHORITY

By: _____
Chairperson or Vice Chair,
Board of Port Commissioners

Date: 11/21/06

WITNESSED:

By: _____

By: _____

APPROVED AS TO FORM:

By: _____
Port Authority Attorney

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21ST day of November, 2006 by Tamara Hall, as Chairwoman of the LEE COUNTY PORT AUTHORITY, on behalf of said Port Authority. She/He is personally known to me or has produced (type of identification) as identification and did (did not) take an oath. *NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person executing this instrument did take an oath.*

(SEAL)

Signature

GEORGIA SEKULSKI

(Type or print Name of Acknowledger)

GEORGIA SEKULSKI
MY COMMISSION # DD 458556
EXPIRES: September 9, 2009
Bonded Thru Notary Public Underwriters

GROUND TENANT:

JOHN T. CONROY, JR.,
as Trustee under that certain land trust dated August 2002 (Page Field Medical Village Land Trust) (Lessee)

By: _____
Title: Trustee
Date: 11-22-06

WITNESSED:
By: _____
By: _____

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22nd day of November, 2006 by JOHN T. CONROY, JR., as TRUSTEE of that certain Land Trust dated August, 2002 entitled PAGE FIELD MEDICAL VILLAGE LAND TRUST, on behalf of said Trust. He is personally known to me or has produced (type of identification) as identification and did (did not) take an oath. *NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me. If the words in the parenthetical "did not" are not circled, then the person executing this instrument did take an oath.*

(SEAL)
BETH D. LIGHTNER
MY COMMISSION # DD 447051
EXPIRES: October 4, 2009
Bonded Thru Notary Public Underwriters

_____
Signature

_____
(Type or print Name of Acknowledger)

R:\Conroy, John T (Jack)\Page Field\documents\Port Authority Ground Lease\Amendment to Memorandum Lease 101906.doc

EXHIBIT "A"

HM PROJECT #20020037
2/08/05
REF. DWG. #B-5225

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E. ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 1 FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 41 (STATE ROAD 45), A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.89°13'54"E. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.49°19'12"W., FOR A DISTANCE OF 365.65 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.45 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 176.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S.57°30'31"E., FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N.70°45'46"E., FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,029.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N.32°57'05"E., FOR A DISTANCE OF 205.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°50'15"E., FOR A DISTANCE OF 50.33 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET TO THE END OF SAID CURVE; THENCE RUN N.69°43'35"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N.20°31'32"E., FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'36"W., FOR A DISTANCE OF 45.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.54 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.733 ACRES, MORE OR LESS.

NOTES:

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°08'41"W.

R:\Conroy, John T (Jack)\Page Field\Hancock Permanent Financing\Title\Access Road Legal Description.doc

INSTR # 2006000463765, Doc Type AFF, Pages 2, Recorded 12/14/2006 at 10:34 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk CFELTMAN

This document prepared by:
Kristin M. Conroy
CONROY, CONROY & DURANT, P.A.
2210 Vanderbilt Beach Rd.
Suite 1201
Naples, Florida 34109

AFFIDAVIT

STATE OF FLORIDA
COUNTY OF COLLIER

BEFORE ME, the undersigned authority on this 7th day of December, 2006, personally appeared John T. Conroy, Jr., who to me is well known, and having been sworn and under oath, deposes and states:

1. My name is John T. Conroy, Jr., and I am over the age of twenty-one (21) years and I am otherwise *sui juris*. I am the Trustee under that certain Page Field Medical Village Land Trust dated August of 2002, a Florida land trust ("Lessee"), which is the Tenant under that certain Ground Lease with Lee County Port Authority dated August 1, 2002 ("Lease").

2. A Memorandum of Lease has been recorded in the Public Records of Lee County, Florida providing notice of such Ground Lease, which Memorandum of Lease has been recorded at Official Records Book 4125, Page 3750, as amended by that certain Amendment to Memorandum of Lease filed as Instrument Number 2006000447599, both of the Public Records of Lee County, Florida.

3. Paragraph 2(b) of the Memorandum of Lease confirms that Lessee may exercise two (2) options to extend the term of the Lease each for an additional twenty (20) years if such option is exercised no later than six months prior to the end of the Term and Lessee is not in default. Lessee is not in default under the Lease.

4. Under the terms of the Lease and the Memorandum of Lease, Lessee has exercised its first option to extend the term of the Lease within the timeframe provided, pursuant to the Letter attached hereto, such that the expiration of the Lease shall now be September 30, 2054.

5. A copy of this Affidavit has been provided to Landlord.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 7th day of December, 2006.

John T. Conroy, Jr.

STATE OF FLORIDA
COUNTY OF ~~LEE~~ Collier

SUBSCRIBED AND SWORN to before me this 7th day of December, 2006, by John T. Conroy, Jr., as Trustee of the Page Field Medical Village Land Trust dated August of 2002, who is ✓ personally known to me or ____ who has produced the following identification: ____.

(seal) BETH D. LIGHTNER MY COMMISSION # DD 447061 EXPIRES: October 4, 2009 Bonded Thru Notary Public Underwriters

Signature

(Type or print Name of Acknowledger)

R:\Conroy, John T (Jack)\Page Field\documents\Port Authority Ground Lease\Affidavit for Filing.doc

Page Field Medical Village Land Trust
John T. Conroy, Jr., Trustee
636 Fifteenth Avenue South
Naples, FL 34102

Phone: (239) 261-7405
Fax: (239) 261-0618
e-mail: jconroy@nd.edu

Via Certified Mail, 7000 0520 0016 5398 0815

December 6, 2006

Mr. Robert M. Ball
Executive Director
Lee County Port Authority
11000 Terminal Access Drive
Fort Myers, FL 33913

Dear Mr. Ball:

Re: Page Field Medical Village Land Trust
Ground Lease Dated 1 August, 2002

Section 2.2 of the referenced Ground Lease provides that the Lessee may exercise an option to extend the term of the lease for an additional twenty (20) years, provided no default exists and written notice is given no later than six months prior to the expiration of the initial term of the lease.

Pursuant to Section 2.2, I hereby exercise the Lessee's first option to extend the Lease, such that the expiration date of the Lease is now September 30, 2054.

Sincerely,

Page Field Medical Village Land Trust

John T. Conroy, Jr., Trustee TR

Copy: Mr. Edward Moran, Esq.
Kristin M. Conroy

INSTR # 2006000463764, Doc Type AGR, Pages 6, Recorded 12/14/2006 at 10:34 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $52.50 Deputy Clerk CFELTMAN

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

John Hancock Life Insurance Company
c/o Real Estate Finance Group, C-3
197 Clarendon Street
Boston, Massachusetts 02116

Space Above This Line for Recorder's Use

SUBORDINATION, NON-DISTURBANCE AND ATTORNMENT AGREEMENT

THIS AGREEMENT, is made this 13 day of December, 2006, by Lee Memorial Health System, a public agency organized under the laws of Florida, having its principal office and place of business located at 8300 College Parkway, Suite 200, Fort Myers, Florida 33919 ("Tenant"), John Hancock Life Insurance Company, having its principal place of business located at 197 Clarendon Street, C-3, Boston, MA 02116 ("Lender"), and with regard to the provisions expressly set forth below, John T. Conroy, Jr., as trustee under that certain land trust dated August 15, 2002 and named the "Page Field Medical Village Land Trust", having an address of 3838 Tamiami Trail North, Suite 402, Naples, Florida 34104 ("Landlord") with reference to the following facts:

RECITALS

A. Landlord (either itself or as successor-in-interest to a previous landlord) and Tenant entered into a certain lease dated December 26, 2002 as amended pursuant to an Addendum Number One and an Addendum Number Two dated December 5, 2003, as further amended pursuant to an Addendum Number Three dated July 30, 2004, as revised by Amendment to Addendum Number Three dated February 10, 2006, as further amended pursuant to an Addendum Number Four and an Addendum Number Five dated November 22, 2004, which Lease is supplemented by a Second Entrance Construction Agreement dated November 22, 2004 for the construction of a Second Entrance to the Leased Premises (collectively referred to as the "Lease") covering certain space ("Premises") in the building located at 4751, 4761 and 4771 Cleveland Avenue, Fort Myers, Lee County, Florida, which property is more particularly described in the Mortgage (as hereinafter defined) ("Property");

B. Lender has agreed to make a loan ("Loan") to Landlord, which Loan is to be evidenced by a note and secured, inter alia, by a first lien instrument in favor of Lender covering the Property and upon the terms and conditions described therein, which shall be recorded in Lee County (said instrument and all amendments, modifications, renewals, substitutions, extensions, consolidations and replacements thereto and thereof, as applicable, are hereinafter collectively referred to as "Mortgage");

C. It is a condition precedent to obtaining the Loan that (i) the Mortgage be and remain at all times a first lien or charge upon the Property prior and superior to the Lease; (ii) Tenant specifically subordinate the Lease to the lien or charge of the Mortgage and (iii) Tenant attorn to Lender and its successors and assigns in the event of the foreclosure or other proceeding to enforce the Mortgage;

NOW, THEREFORE, in consideration of the mutual benefits accruing to the parties hereto and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in order to induce Lender to enter into the above-referenced Loan, Lender and Tenant hereby agree as follows:

1. Subordination. The Lease and any extensions, renewals, replacements, consolidations or modifications thereof, and all the right, title and interest of the Tenant in and to the Premises, and all rights of the Tenant

thereunder, are and shall be subject and subordinate to the Mortgage and the lien and terms thereof and any and all advances made thereunder.

2. Lender's Exercise of Remedies. In the event of (a) the institution of any foreclosure, trustee's sale or other like proceeding, (b) the appointment of a receiver for the Landlord or the Property, (c) the exercise of rights to collect rents under the Mortgage or an assignment of rents, (d) the recording by Lender or its successor or assignee of a deed in lieu of foreclosure for the Property, or (e) any transfer or abandonment of possession of the Property to Lender or its successor or assigns in connection with any proceedings affecting Landlord under the Bankruptcy Code, 11 U.S.C. § 101 et seq. (any such foreclosure, recording of a deed in lieu of foreclosure, or transfer or abandonment of the Property referred to in the preceding clauses (a) through (e) is hereinafter called a "Transfer", and Lender or any successor or assignee of Lender taking title to the Property in connection with a Transfer is hereinafter called the "Transferee"), such Transferee shall not: (i) be liable for any damages (including, without limitation, consequential damages) or other relief or be subject to any offsets, defenses or counterclaims of any kind attributable to any event, act, omission or default under the Lease, including, but not limited to, a breach of any representation or warranty under the Lease, of Landlord or any prior landlord under the Lease, except for any continuing event, act or omission of which Lender has been provided notice as described in Paragraph 4 below, and if any such offset or defense is expressly provided for in the Lease, (ii) be bound by any prepayment by Tenant of more than one month's installment of rent unless such prepayment is expressly required in the Lease or has been specifically approved in writing by Lender, or be liable or responsible for any security deposit or other sums which Tenant may have paid under the Lease unless such deposit or other sums have been physically delivered to Transferee, (iii) be bound by any modification, amendment, cancellation or termination of the Lease after the date hereof, or any waiver of any terms of the Lease unless the same shall have been approved in writing by Lender, or (iv) be liable or responsible for the payment of any brokerage or other commission or compensation due with respect to the Lease or any renewal, extension, expansion or other amendment thereof.

3. Attornment and Non-Disturbance. Provided Tenant complies with this Agreement, Tenant is not in default under the terms of the Lease beyond any applicable cure period set forth in the Lease, and the Lease is in full force and effect, then, except as set forth in Paragraphs 2 and 5(b), (c), (d) and (e): (i) any default under the Mortgage and any proceeding to foreclose the same will not disturb Tenant's possession, use or quiet enjoyment under the Lease; (ii) Tenant's rights and privileges under the Lease during its term and any extension or renewal of the term thereunder, which extension or renewal is exercised in accordance with the terms and conditions of the Lease, shall not be diminished or interfered with and the Lease will not be affected or cut off thereby; (iii) Lender will not join Tenant as a defendant in any action or proceeding to foreclose the Mortgage unless such joinder is required to foreclose the Mortgage, and then only for such purpose and not for the purpose of terminating the Lease; and (iv) notwithstanding any such foreclosure or other Transfer of the Property to Transferee, Transferee will recognize the Lease and will accept the attornment of Tenant thereunder; provided however, that this Paragraph 3 shall not be construed as a waiver or amendment by Lender of any covenant, condition or agreement in the Lease which provides the Landlord with an option to cancel or terminate the Lease for any reason unrelated to a default by Tenant in the performance or observance of any of its obligations under the Lease.

Tenant shall attorn to Transferee, including Lender if Lender becomes a Transferee, as the landlord under the Lease and Tenant does hereby affirm its obligations under the Lease to Transferee. Said attornment is subject to the limitation of Transferee's obligations set forth in Paragraph 2 above and Paragraph 5(d) below and shall be effective and self-operative without the execution of any further instruments upon Transferee's succeeding to the interest of the landlord under the Lease. Tenant and Lender shall, however, confirm the provisions of this paragraph in writing upon request by either of them.

4. Lender's Right to Cure. Notwithstanding anything to the contrary in the Lease or this Agreement, Tenant shall provide Lender with written notice of any default of Landlord under the Lease (which can be a copy of the notice provided to the Landlord) if such default is of such a nature as to give the Tenant a right to terminate the Lease, to reduce rent thereunder or to credit or offset any amounts against future rents, and will not seek to terminate the Lease or reduce the rent or credit or offset against rent or claim a partial or total eviction until giving such notice and providing Lender a period in which to cure the breach or default by Landlord equal to the greater of: (i) sixty (60) days, and (ii) the cure period provided to Landlord under the Lease for the applicable default, in each case

calculated from the giving of such notice, provided, however, as to any breach or default by Landlord the cure of which requires possession and control of the Property or Premises, Lender's cure period shall continue for such additional time as Lender may reasonably require to either obtain possession and control of the Property or Premises and thereafter cure the breach or default with reasonable diligence, or obtain the appointment of a receiver pursuant to any court proceeding, or otherwise, and give such receiver a reasonable period of time in which to cure the default. Lender shall have no obligation to cure (and shall have no liability or obligation for not curing) any breach or default by Landlord, except to the extent that Lender agrees otherwise in writing.

5. Miscellaneous.

(a) This Agreement shall be binding upon and shall inure to the benefit of the parties hereto, their successors and assigns; provided, however, that in the event of the assignment or transfer of the interest of Transferee, all obligations and liabilities of Transferee under this Agreement shall terminate, and thereupon all such obligations and liabilities shall be the responsibility of the party to whom Transferee's interest is assigned or transferred; and provided further that the interest of Tenant under this Agreement may not be assigned or transferred except to the extent the assignment of Tenant's interest in the Lease is permitted under the Lease.

(b) Tenant acknowledges that it has notice that the Lease and the rent and all other sums due thereunder have been assigned to the Lender as part of the security for the note secured by the Mortgage and upon written notice from Lender of a default under the Mortgage, Tenant shall pay its rent and all other sums due under the Lease directly to Lender, and Landlord, by its execution hereof, hereby directs Tenant to make such payment to Lender.

(c) Tenant acknowledges and agrees that it shall not terminate the Lease in the event of a default by Landlord unless Tenant provides Lender written notice and an opportunity to cure as described in Paragraph 4 above. In addition, Tenant agrees that it shall not terminate or cancel the Lease by agreement with the Landlord without Lender's prior written consent. In the event such right is expressly set forth in the Lease, Tenant shall pay to Lender any and all termination fees or other consideration to be paid to Landlord in connection with such termination or cancellation and Landlord, by its execution hereof, hereby directs Tenant to make such payments or provide such other consideration to Lender.

(d) Tenant covenants and acknowledges that it has no right or option of any nature whatsoever, whether pursuant to the Lease or otherwise, to purchase the Premises or the Property, or any portion thereof or any interest therein. Tenant hereby acknowledges and agrees that to the extent that Tenant has, or hereafter acquires, any such right or option, any such right or option is subject and subordinate to the Mortgage. Notwithstanding the foregoing, such right or option shall remain in effect, but (i) such right or option shall not apply to any Transfer of the Premises or the Property, and (ii) Lender shall have no obligation to release or discharge the Premises or the Property from the lien of the Mortgage unless and until Lender shall receive payment in full of all outstanding principal, accrued interest, fees, costs, expenses (including without limitation, reasonable attorneys' fees and expenses) and prepayment premium, if any. Tenant further acknowledges and agrees that any right of Tenant to cancel the Lease in order to relocate to property other than the Property to be leased or purchased from Landlord, and any right of Tenant to any inducement to be provided by Landlord but not set forth in the Lease shall be extinguished by any Transfer.

(e) This Agreement is the whole and only agreement between the parties hereto with regard to the subordination of the Lease to the lien or charge of the Mortgage. This Agreement may not be modified in any manner or terminated except by an instrument in writing executed by the parties hereto.

(f) This Agreement shall be deemed to have been made in the state where the Property is located and the validity, interpretation and enforcement of this Agreement shall be determined in accordance with the laws of such state.

(g) In the event any legal action or proceeding is commenced to interpret or enforce the terms of, or obligations arising out of, this Agreement, or to recover damages for the breach thereof, the party prevailing in any

such action or proceeding shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party.

(h) Any notices or communications required or permitted to be given or made hereunder shall be deemed to be so given or made when in writing and delivered in person or sent by United States registered or certified mail, postage prepaid, or by nationally recognized overnight courier service, directed to the parties at the following addresses or such other addresses as they may from time to time designate in writing:

Lender: John Hancock Life Insurance Company
197Clarendon Street, C-3
Boston, MA 02116
Reference Loan No. 520271

Tenant: Lee Memorial Health System
9800 South Health Park Drive
Suite 202
Fort Myers, FL 33908

Notices or communications mailed in the U.S. mail shall be deemed to be served on the third business day following mailing, notices or communication served by hand or by overnight courier shall be deemed served upon receipt.

(i) This document may be signed in counterparts which together shall be deemed to be one and the same document. The signature pages from any such counterpart may be attached to another such counterpart to form one complete set of signatures for this document.

(j) The parties hereto represent and warrant that their respective signatories to this Agreement have been duly authorized by the Tenant, Landlord and Lender, as applicable.

IN WITNESS WHEREOF, this Agreement has been signed and delivered as of the date and year first above set forth.

TENANT:
Lee Memorial Health System

By: James R Nottingham
Its: President
duly authorized

LENDER:
John Hancock Life Insurance Company

By:
Its: INVESTMENT OFFICER
duly authorized

As to Paragraphs 5(b), (c) and (d):

LANDLORD:

By: _____

Its: John T. Conroy, Jr., as trustee under that certain land trust dated August 15, 2002 and named the Page Field Medical Village Land Trust

TENANT

STATE OF Florida)
) ss.
COUNTY OF Lee)

On this 20th day of November, 2006, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared James R. Nathan, to me personally known, who by me duly sworn, did say that he/she is a President of Lee Memorial Health System, a public agency organized and existing under the laws of Florida, and that said instrument was signed as the free act and deed of said agency.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

VICTORIA C. LANE
Comm# DD0321275
Expires 9/11/2008
Bonded thru (800)432-4254
Florida Notary Assn., Inc

Victoria C Lane

Notary Public in and for said County and State

My commission expires:
9/11/2008

LENDER:

THE COMMONWEALTH OF MASSACHUSETTS)
) ss.
COUNTY OF SUFFOLK)

On this 27 day of November, 2006, before me, the undersigned Notary Public, personally appeared David Connors, proved to me through satisfactory evidence of identification, which was personal knowledge, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose(s) as Investment Officer for John Hancock Life Insurance Company, a Massachusetts corporation.

Carney Mulligan
Signature of Notary

(Seal)

My commission expires: February 22, 2013

CARNEY MULLIGAN
Notary Public
COMMONWEALTH OF MASSACHUSETTS
My Commission Expires
February 22, 2013

3/2/06

LANDLORD:

STATE OF Florida)
) ss.
COUNTY OF Collier)

On this 22nd day of November, 2006, before me, the undersigned, a Notary Public in and for the said County and State, residing therein, duly commissioned and sworn, personally appeared John T. Conroy, Jr., to me personally known, who by me duly sworn, did say that he is a trustee under that certain land trust dated August 15, 2002 and named the Page Field Medical Village Land Trust, and that said instrument was signed as the free act and deed of said trust.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in said County the day and year in this certificate first above written.

Notary Public in and for said County and State

My commission expires:

BETH D. LIGHTNER
MY COMMISSION # DD 447051
EXPIRES: October 4, 2009
Bonded Thru Notary Public Underwriters

R:\Conroy, John T (Jack)\Page Field\Hancock Permanent Financing\Documents\Lee Memorial_SNDA kmc 101806.doc

(1)

This instrument was prepared by:
James F. Caudill
CONROY, COLEMAN, & HAZZARD, P.A.
2640 Golden Gate Parkway
Suite 115
Naples, Florida 34119
(941) 649-5200
(941) 649-8140 (fax)

INSTR # 6076065
OR BK 04144 Pgs 4896 - 4902; (7pgs)
RECORDED 12/11/2003 01:28:58 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 33.00
DEED DOC 0.70
DEPUTY CLERK A Janke

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is made this 23rd day of MAY, 2003, by and between John T. Conroy, Jr., as Trustee under the Page Field Commons Land Trust Agreement and not individually ("Conroy") and THE PEP BOYS – MANNY, MOE, AND JACK, a Pennsylvania corporation,, ("Pep Boys").

BACKGROUND

A. Conroy is the owner of a ground leasehold interest in that property described in Exhibit "A".

B. Pep Boys is the owner of that property described in Exhibit "B".

C. Pep Boys has agreed to enter into this Agreement to grant Conroy, his successors and assigns, an utilities easement across the land described in Exhibit "C", all of which are a part of Exhibit "B" ("Easement Lands").

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in further consideration of Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS OF AGREEMENT

1. Adoption of Recitals. The parties hereby acknowledge that the foregoing Recitals are true and correct and the same are hereby adopted as part of this Agreement.

2. Utilities Easement. Pep Boys does hereby, for itself, its successors and assigns, grant to Conroy, his tenants, customers, employees, agents, invitees, licensees, and his successors and assigns, an irrevocable, non-exclusive easement to construct, use, and maintain sewer and water utilities facilities ("Utility Facilities") on the Easement Lands (such easement referred to herein as the "Utilities Easement"). Pep Boys and Conroy hereby, agree that they will attempt to turnover the ownership and maintenance of the Utility Facilities to the City of Fort Myers.

3. Expenses. Conroy shall be liable for the maintenance and repair of the Utility Facilities, and hereby agrees to restore the Easement Lands to the condition it was in prior to the construction of the Utility Facilities.

4. Interference. Conroy agrees that he shall pay Pep Boys liquidated damages in the amount of $2,000.00 per hour, for any time during Pep Boys' normal business hours (8:00 a.m. to 7:00 p.m.) in which the access to the Pep Boys premises is completely blocked or otherwise completely inaccessible to vehicular traffic by virtue of the initial construction of the underground components of the Utility Facilities and Pep Boys is required to close its operations. Pep Boys agrees that this provision shall apply only to the extent that the lack of access affects its business. Pep Boys further agrees that it will use its best efforts to remain open and that damages are not due under this provision for minor inconveniences and obstructions.

5. Indemnification. Conroy agrees to indemnify, defend and hold Pep Boys harmless against all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorneys' fees) arising out of occurrences from Conroy's use of the Utilities Easement located on the Easement Lands, except to the extent caused by the negligence or fault of Pep Boys. Conroy shall give prompt and timely notice of any claim made or suit or action commenced against Pep Boys which in any way would result in indemnification under this Paragraph.

6. Insurance. Conroy and Pep Boys agree to maintain primary public liability and property damage insurance covering their respective parcels in reasonable limits, but no less than $500,000.00 for bodily injury or death or property damage of any one person and $500,000.00 for any one occurrence. Conroy and Pep Boys, for themselves, and for all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from any occurrence covered or required hereunder to be covered in whole or in part by the foregoing insurance, and also waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Upon request, Conroy shall give assurances to Pep Boys that all contractors performing work on the Utilities Easement will maintain adequate and proper insurance prior to delivering their services.

7. General. This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and shall constitute covenants running with the lands described herein and shall inure to the benefit and be binding upon the parties hereto and the respective grantees, heirs, successors, assigns, tenants, agents, employees, guests, and invitees. The invalidity, in whole or in part, of any covenants, restrictions or any section, subsection, sentence, clause, phrase, word, or other provision of this Agreement shall not affect the remaining portions thereof. This Agreement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Agreement constitutes the entire understanding of the parties and incorporates all previous understandings of the parties. This Agreement may be executed in counterparts. This Agreement may be only modified by a future writing agreed by the parties or their respective successors and assigns. This Agreement shall be recorded in the Public Records of Lee County, Florida. Should any disagreement arise under this Agreement, the prevailing party in any action to enforce or defend provisions of the Agreement described herein shall be entitled to recover all costs and reasonable attorney's fees incurred before trial, at trial, and appeal, and venue for said action shall lie in Lee County, Florida. The parties further agree to reasonably cooperate among themselves to the extent necessary to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2003.

Witnesses:

Jacqueline Woods
Printed Name: JACQUELINE WOODS

Edna Olsen
Printed Name: EDNA OLSEN

PEP BOYS:

THE PEP BOYS – MANNY, MOE, AND JACK, a Pennsylvania corporation

By: _____
Print Name: Frederick A. Stampone
Its: ~~President~~ Senior Vice President

(CORPORATE SEAL)

THE PEP BOYS-MANNY, MOE & JACK CORPORATE SEAL 1925 PENNSYLVANIA

CONROY:

_____
Printed Name: LAWRENCE C. GARCIA

_____
Printed Name: Diane Whitacre

_____
John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement

JTR

STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 22nd day of May, 2003, by Frederick A. Stamper, as the Sr. V-President of THE PEP BOYS–MANNY, MOE, AND JACK, a Pennsylvania corporation, who is personally known to me, ~~or has produced~~ _____ _____(~~type of identification) as identification~~. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notarial Seal
Helene B. Porter, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 24, 2003
Member, Pennsylvania Association of Notaries

Notary Public Helene B. Porter
Print Name: Helene B. Porter

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this ~~23~~ 28th day of May, 2003, John T. Conroy, Jr., as Trustee, under the Page Field Commons Land Trust Agreement, who is personally known to me, or has produced _____(type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

DIANE WHITACRE
MY COMMISSION # CC 825440
EXPIRES: August 10, 2003
Bonded Thru Notary Public Underwriters

Notary Public Diane Whitacre
Print Name: Diane Whitacre

Z:\PUBLIC\FILES\CAUDILL\JACK CONROY\PAGE FIELD\CONROY.PEP BOYS.UTILITY AGREEMENT.052103.DOC

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.969 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

EXHIBIT "A"

EXHIBIT "B"

THE NORTH 192 FEET OF THE SOUTHWEST QUARTER (SW-1/4) OF THE SOUTHWEST QUARTER (SW-1/4) OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, LESS THE WEST 50 THEREOF.

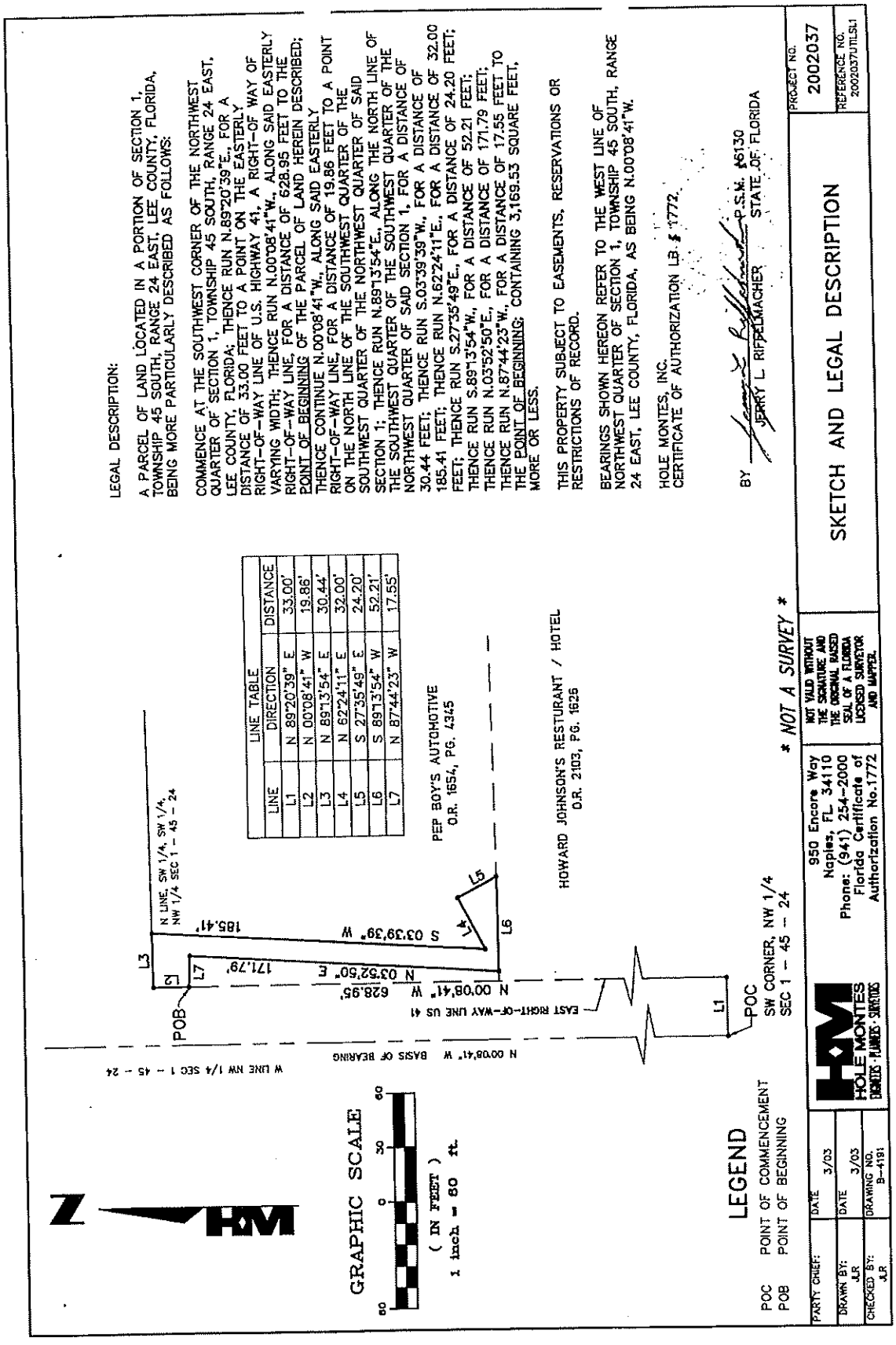

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 628.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 19.86 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.89°13'54"E., ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID NORTHWEST QUARTER OF SECTION 1, FOR A DISTANCE OF 30.44 FEET; THENCE RUN S.03°39'39"W., FOR A DISTANCE OF 185.41 FEET; THENCE RUN S.27°35'49"E., FOR A DISTANCE OF 24.20 FEET; THENCE RUN S.89°13'54"W., FOR A DISTANCE OF 52.21 FEET; THENCE RUN N.03°52'50"E., FOR A DISTANCE OF 171.79 FEET; THENCE RUN N.87°44'23"W., FOR A DISTANCE OF 17.55 FEET TO THE POINT OF BEGINNING; CONTAINING 3,169.53 SQUARE FEET, MORE OR LESS.
THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°08'41"W.
HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB.# 1772.
BY
JERRY L RIPPELMACHER P.S.M. #6130
STATE OF FLORIDA
SKETCH AND LEGAL DESCRIPTION
PROJECT NO. 2002037
REFERENCE NO. 2002037UTILS.1
LINE TABLE
LINE | DIRECTION | DISTANCE
L1 | N 89°20'39" E | 33.00'
L2 | N 00°08'41" W | 19.86'
L3 | N 89°13'54" E | 30.44'
L4 | N 62°24'11" E | 32.00'
L5 | S 27°35'49" E | 24.20'
L6 | S 89°13'54" W | 52.21'
L7 | N 87°44'23" W | 17.55'
PEP BOY'S AUTOMOTIVE
O.R. 1654, PG. 4345
HOWARD JOHNSON'S RESTURANT / HOTEL
O.R. 2103, PG. 1625
N LINE, SW 1/4, SW 1/4, NW 1/4 SEC 1 - 45 - 24
S 03°39'39" W 185.41'
N 03°52'50" E 171.79'
S 00°08'41" E 628.95'
N 00°08'41" W
EAST RIGHT-OF-WAY LINE US 41
BASIS OF BEARING
N 00°08'41" W
W LINE NW 1/4 SEC 1 - 45 - 24
POB
POC
SW CORNER, NW 1/4
SEC 1 - 45 - 24
L1
L3
L4
L5
L6
L7
* NOT A SURVEY *
LEGEND
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
60 30 0 60
950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Authorization No.1772
HOLE MONTES
PLANNERS · SURVEYORS
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
PARTY CHIEF:
DRAWN BY: JJR
CHECKED BY: JJR
DATE 3/03
DATE 3/03
DRAWING NO. B-4191

Exhibit "C"

This instrument was prepared by:
James F. Caudill
CONROY, COLEMAN, & HAZZARD
2640 Golden Gate Parkway
Suite 115
Naples, Florida 34119
(941) 649-5200
(941) 649-8140 (fax)

INSTR # 6147868
OR BK 04199 Pgs 4448 - 4454; (7pgs)
RECORDED 02/16/2004 08:55:18 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 33.00
DEPUTY CLERK A Janke

INSTR # 6076065
OR BK 04144 Pgs 4896 - 4902; (7pgs)
RECORDED 12/11/2003 01:28:58 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 33.00
DEED DOC 0.70
DEPUTY CLERK A Janke

This document is being re-recorded to correct a scrivener's error in the name of the Grantee.

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is made this 23rd day of MAY, 2003, by and between John T. Conroy, Jr., as Trustee under the Page Field Medical Village ~~Commons~~ Land Trust Agreement and not individually ("Conroy") and THE PEP BOYS – MANNY, MOE, AND JACK, a Pennsylvania corporation,, ("Pep Boys").

BACKGROUND

A. Conroy is the owner of a ground leasehold interest in that property described in Exhibit "A".

B. Pep Boys is the owner of that property described in Exhibit "B".

C. Pep Boys has agreed to enter into this Agreement to grant Conroy, his successors and assigns, an utilities easement across the land described in Exhibit "C", all of which are a part of Exhibit "B" ("Easement Lands").

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in further consideration of Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS OF AGREEMENT

1. Adoption of Recitals. The parties hereby acknowledge that the foregoing Recitals are true and correct and the same are hereby adopted as part of this Agreement.

2. Utilities Easement. Pep Boys does hereby, for itself, its successors and assigns, grant to Conroy, his tenants, customers, employees, agents, invitees, licensees, and his successors and assigns, an irrevocable, non-exclusive easement to construct, use, and maintain sewer and water utilities facilities ("Utility Facilities") on the Easement Lands (such easement referred to herein as the "Utilities Easement"). Pep Boys and Conroy hereby, agree that they will attempt to turnover the ownership and maintenance of the Utility Facilities to the City of Fort Myers.

3. Expenses. Conroy shall be liable for the maintenance and repair of the Utility Facilities, and hereby agrees to restore the Easement Lands to the condition it was in prior to the construction of the Utility Facilities.

4. Interference. Conroy agrees that he shall pay Pep Boys liquidated damages in the amount of $2,000.00 per hour, for any time during Pep Boys' normal business hours (8:00 a.m. to 7:00 p.m.) in which the access to the Pep Boys premises is completely blocked or otherwise completely inaccessible to vehicular traffic by virtue of the initial construction of the underground components of the Utility Facilities and Pep Boys is required to close its operations. Pep Boys agrees that this provision shall apply only to the extent that the lack of access affects its business. Pep Boys further agrees that it will use its best efforts to remain open and that damages are not due under this provision for minor inconveniences and obstructions.

5. Indemnification. Conroy agrees to indemnify, defend and hold Pep Boys harmless against all claims, demands, losses, damages, liabilities and expenses and all suits, actions and judgments (including, but not limited to, costs and attorneys' fees) arising out of occurrences from Conroy's use of the Utilities Easement located on the Easement Lands, except to the extent caused by the negligence or fault of Pep Boys. Conroy shall give prompt and timely notice of any claim made or suit or action commenced against Pep Boys which in any way would result in indemnification under this Paragraph.

6. Insurance. Conroy and Pep Boys agree to maintain primary public liability and property damage insurance covering their respective parcels in reasonable limits, but no less than $500,000.00 for bodily injury or death or property damage of any one person and $500,000.00 for any one occurrence. Conroy and Pep Boys, for themselves, and for all parties claiming under them, mutually release and discharge each other from all claims and liabilities arising from any occurrence covered or required hereunder to be covered in whole or in part by the foregoing insurance, and also waive any right of subrogation which might otherwise exist in or accrue to any person on account thereof. Upon request, Conroy shall give assurances to Pep Boys that all contractors performing work on the Utilities Easement will maintain adequate and proper insurance prior to delivering their services.

7. General. This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and shall constitute covenants running with the lands described herein and shall inure to the benefit and be binding upon the parties hereto and the respective grantees, heirs, successors, assigns, tenants, agents, employees, guests, and invitees. The invalidity, in whole or in part, of any covenants, restrictions or any section, subsection, sentence, clause, phrase, word, or other provision of this Agreement shall not affect the remaining portions thereof. This Agreement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Agreement constitutes the entire understanding of the parties and incorporates all previous understandings of the parties. This Agreement may be executed in counterparts. This Agreement may be only modified by a future writing agreed by the parties or their respective successors and assigns. This Agreement shall be recorded in the Public Records of Lee County, Florida. Should any disagreement arise under this Agreement, the prevailing party in any action to enforce or defend provisions of the Agreement described herein shall be entitled to recover all costs and reasonable attorney's fees incurred before trial, at trial, and appeal, and venue for said action shall lie in Lee County, Florida. The parties further agree to reasonably cooperate among themselves to the extent necessary to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2003.

Witnesses:

Jacqueline Woods
Printed Name: JACQUELINE WOODS

Edna Olsen
Printed Name: EDNA OLSEN

Printed Name: WALLACE C. BECK

Diane Whitacre
Printed Name: Diane Whitacre

PEP BOYS:

THE PEP BOYS – MANNY, MOE, AND JACK, a Pennsylvania corporation

By: _____
Print Name: Frederick K. Stampone
Its: ~~President~~ Senior Vice President

(CORPORATE SEAL)

THE PEP BOYS-MANNY, MOE & JACK CORPORATE SEAL 1925 PENNSYLVANIA

CONROY:

JTR

John T. Conroy, Jr., as Trustee, under the Page Field ~~Commons~~ Land Trust Agreement
Medical Village

STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 22nd day of May, 2003, by Frederick A. Stamponi, as the Sr. V-President of THE PEP BOYS--MANNY, MOE, AND JACK, a Pennsylvania corporation, who is personally known to me, ~~or has produced~~ _____ ~~(type of identification) as identification~~. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notarial Seal
Helene B. Porter, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 24, 2003
Member, Pennsylvania Association of Notaries

Notary Public Helene B. Porter
Print Name: Helene B. Porter

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 23rd day of May, 2003, John T. Conroy, Jr., as Trustee, under the Page Field ~~Commons~~ Medical Village Land Trust Agreement, who is personally known to me, or has produced _____ (type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

DIANE WHITACRE
MY COMMISSION # CC 825440
EXPIRES: August 10, 2003
Bonded Thru Notary Public Underwriters

Notary Public Diane Whitacre
Print Name: Diane Whitacre

Z:\PUBLIC\FILES\CAUDILL\JACK CONROY\PAGE FIELD\CONROY.PEP BOYS.UTILITY AGREEMENT.052103.DOC

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.969 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

EXHIBIT "A"

EXHIBIT "B"

THE NORTH 192 FEET OF THE SOUTHWEST QUARTER (SW-1/4) OF THE SOUTHWEST QUARTER (SW-1/4) OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, LESS THE WEST 50 THEREOF.

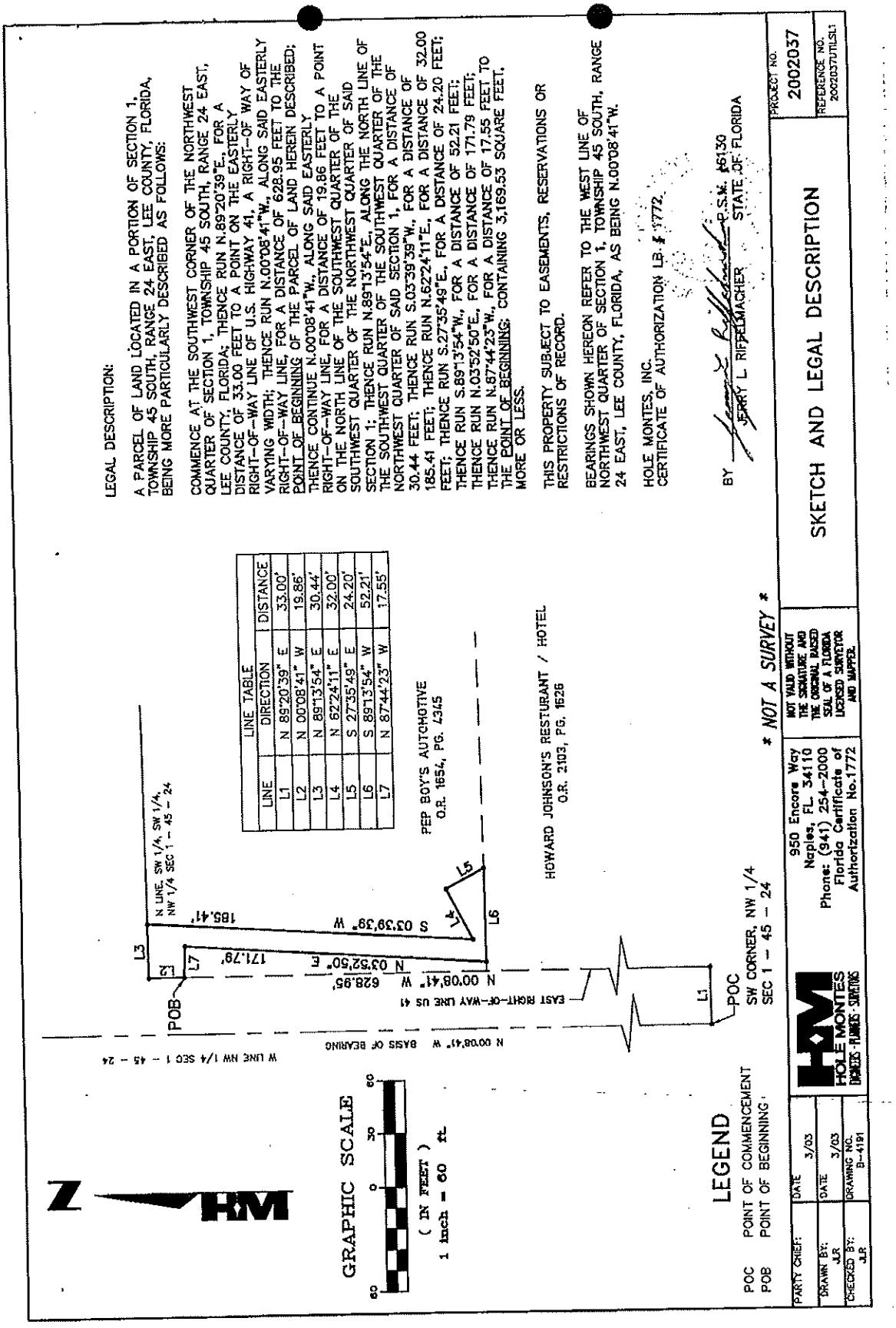

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 628.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 19.86 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.89°13'54"E., ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 30.44 FEET; THENCE RUN S.03°39'39"W., FOR A DISTANCE OF 185.41 FEET; THENCE RUN N.62°24'11"E., FOR A DISTANCE OF 32.00 FEET; THENCE RUN S.27°35'49"E., FOR A DISTANCE OF 24.20 FEET; THENCE RUN S.89°13'54"W., FOR A DISTANCE OF 52.21 FEET; THENCE RUN N.03°52'50"E., FOR A DISTANCE OF 171.79 FEET; THENCE RUN N.87°44'23"W., FOR A DISTANCE OF 17.55 FEET TO THE POINT OF BEGINNING; CONTAINING 3,169.53 SQUARE FEET. MORE OR LESS.
THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°08'41"W.
HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB.# 1772
BY JERRY L RIPPELMACHER P.S.M. #6130 STATE OF FLORIDA
SKETCH AND LEGAL DESCRIPTION
* NOT A SURVEY *
PROJECT NO. 2002037
REFERENCE NO. 2002037UTILSK1
LINE TABLE
LINE | DIRECTION | DISTANCE
L1 | N 89°20'39" E | 33.00'
L2 | N 00°08'41" W | 19.86'
L3 | N 89°13'54" E | 30.44'
L4 | N 62°24'11" E | 32.00'
L5 | S 27°35'49" E | 24.20'
L6 | S 89°13'54" W | 52.21'
L7 | N 87°44'23" W | 17.55'
N LINE, SW 1/4, SW 1/4, NW 1/4 SEC 1 - 45 - 24
185.41'
S 03°39'39" W
171.79'
N 03°52'50" E
628.95'
N 00°08'41" W
BASIS OF BEARING
EAST RIGHT-OF-WAY LINE US 41
W LINE NW 1/4 SEC 1 - 45 - 24
POB
POC
SW CORNER, NW 1/4 SEC 1 - 45 - 24
PEP BOY'S AUTOMOTIVE O.R. 1654, PG. 4345
HOWARD JOHNSON'S RESTURANT / HOTEL O.R. 2103, PG. 1626
L1
L2
L3
L4
L5
L6
L7
LEGEND
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
60 30 0 60
950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of Authorization No.1772
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
HOLE MONTES ENGINEERS · PLANNERS · SURVEYORS
PARTY CHIEF: DATE 3/03
DRAWN BY: JJR DATE 3/03
CHECKED BY: JJR DRAWING NO. B-4191

Exhibit "C"

This document prepared by:
Lawrence C.E. Garcia
CONROY, COLEMAN & HAZZARD, P.A.
2640 Golden Gate Parkway, Suite 115
Naples, Florida 34105

INSTR # 6147869
OR BK 04199 Pgs 4455 - 4463; (9pgs)
RECORDED 02/16/2004 08:55:18 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 42.00
DEPUTY CLERK A Janke

AFFIDAVIT FOR UTILITY EASEMENT AGREEMENT

STATE OF INDIANA
COUNTY OF ST. JOSEPH

BEFORE ME, the undersigned authority, personally appeared John T. Conroy, Jr., as Trustee of the Page Field Medical Village Land Trust, who after being duly sworn depose and say as follows:

1. I am over the age of 18 years and am competent and I have personal knowledge of the facts herein and have never been the subject of a competency proceeding.

2. This Affidavit is being given in connection with the corrective Utility Easement Agreement dated May 23, 2003, by and between John T. Conroy, Jr., Trustee, and The Pep Boys – Manny, Moe, and Jack, a Pennsylvania corporation, a copy of which is attached hereto as Exhibit "A" ("Utility Easement").

3. I further state that the Utility Easement naming the Page Field Commons Land Trust Agreement as grantee and beneficiary under the Utility Easement contained a scrivener's error in which the correct name of the grantee and beneficiary should have been the Page Field Medical Village Land Trust.

4. I further state that the Page Field Medical Village Land Trust ("Trust") has been in full force and effect since the property, as defined in Exhibit "A" of the Utility Easement ("Property"), was transferred into the Trust name. Under the Trust, I have the power to protect, conserve, sell, lease, encumber, or otherwise manage and dispose of the Property described above. Attached hereto as Exhibit "B" are photocopies of the pertinent pages of the Trust giving me the power to protect, conserve, sell, lease, encumber or otherwise to manage and dispose of the real property.

FURTHER AFFIANT SAYETH NAUGHT.

DATED this 5th day of February, 2004.

John T. Conroy, Jr., as Trustee of the Page Field Medical Village Land Trust

STATE OF INDIANA
COUNTY OF ST. JOSEPH

Sworn to and subscribed before me this 5th day of February, 2004, by John T. Conroy, Jr., as Trustee of the Page Field Medical Village Land Trust, who is [ ] personally known to me or [ ] who has produced Drivers License (type of identification) as identification.

NOTARY PUBLIC STATE OF INDIANA (SEAL)

Signature

JENNIFER K. HOGGATT
St. Joseph County
My Commission Expires
August 15, 2010

EXHIBIT "A"

INSTR # 6076065
OR BK 04144 Pgs 4896 - 4902; (7pgs)
RECORDED 12/11/2003 01:28:58 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 33.00
DEED DOC 0.70
DEPUTY CLERK A Janke

This instrument was prepared by:
James F. Caudill
CONROY, COLEMAN, & HAZZARD, P.A.
2640 Golden Gate Parkway
Suite 115
Naples, Florida 34119
(941) 649-5200
(941) 649-8140 (fax)

UTILITY EASEMENT AGREEMENT

This Utility Easement Agreement ("Agreement") is made this 23rd day of MAY, 2003, by and between John T. Conroy, Jr., as Trustee under the Page Field ~~Commons~~ Medical Village Land Trust Agreement and not individually ("Conroy") and THE PEP BOYS – MANNY, MOE, AND JACK, a Pennsylvania corporation,, ("Pep Boys").

BACKGROUND

A. Conroy is the owner of a ground leasehold interest in that property described in Exhibit "A".

B. Pep Boys is the owner of that property described in Exhibit "B".

C. Pep Boys has agreed to enter into this Agreement to grant Conroy, his successors and assigns, an utilities easement across the land described in Exhibit "C", all of which are a part of Exhibit "B" ("Easement Lands").

NOW, THEREFORE, in consideration of the covenants and conditions set forth herein and in further consideration of Ten Dollars ($10.00) and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties hereto, intending to be legally bound, do hereby agree as follows:

TERMS OF AGREEMENT

1. Adoption of Recitals. The parties hereby acknowledge that the foregoing Recitals are true and correct and the same are hereby adopted as part of this Agreement.

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3. Expenses. Conroy shall be liable for the maintenance and repair of the Utility Facilities, and hereby agrees to restore the Easement Lands to the condition it was in prior to the construction of the Utility Facilities.

This document is being re-recorded to correct a scrivener's error in the name of the Grantee.

4. Interference. Conroy agrees that he shall pay Pep Boys liquidated damages in the amount of $2,000.00 per hour, for any time during Pep Boys' normal business hours (8:00 a.m. to 7:00 p.m.) in which the access to the Pep Boys premises is completely blocked or otherwise completely inaccessible to vehicular traffic by virtue of the initial construction of the underground components of the Utility Facilities and Pep Boys is required to close its operations. Pep Boys agrees that this provision shall apply only to the extent that the lack of access affects its business. Pep Boys further agrees that it will use its best efforts to remain open and that damages are not due under this provision for minor inconveniences and obstructions.

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7. General. This Agreement shall be binding upon the respective parties hereto, their successors and assigns, and shall constitute covenants running with the lands described herein and shall inure to the benefit and be binding upon the parties hereto and the respective grantees, heirs, successors, assigns, tenants, agents, employees, guests, and invitees. The invalidity, in whole or in part, of any covenants, restrictions or any section, subsection, sentence, clause, phrase, word, or other provision of this Agreement shall not affect the remaining portions thereof. This Agreement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Agreement constitutes the entire understanding of the parties and incorporates all previous understandings of the parties. This Agreement may be executed in counterparts. This Agreement may be only modified by a future writing agreed by the parties or their respective successors and assigns. This Agreement shall be recorded in the Public Records of Lee County, Florida. Should any disagreement arise under this Agreement, the prevailing party in any action to enforce or defend provisions of the Agreement described herein shall be entitled to recover all costs and reasonable attorney's fees incurred before trial, at trial, and appeal, and venue for said action shall lie in Lee County, Florida. The parties further agree to reasonably cooperate among themselves to the extent necessary to effectuate the intent of this Agreement.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this ____ day of _____, 2003.

Witnesses:

Jacqueline Woods
Printed Name: JACQUELINE WOODS

Edna Olsen
Printed Name: EDNA OLSEN

PEP BOYS:

THE PEP BOYS – MANNY, MOE, AND JACK, a Pennsylvania corporation

By: _____
Print Name: Frederick A. Stampone
Its: ~~XXXXXXX President~~ Senior Vice President

(CORPORATE SEAL)

THE PEP BOYS-MANNY MOE & JACK CORPORATE SEAL 1925 PENNSYLVANIA

CONROY:

Printed Name: LAWRENCE C. GARCIA

Diane Whitacre
Printed Name: Diane Whitacre

John T. Conroy, Jr., as Trustee, under the Page Field ~~Commons~~ Land Trust Agreement
Medical Village

JR

STATE OF Pennsylvania
COUNTY OF Philadelphia

The foregoing instrument was acknowledged before me this 22nd day of May, 2003, by Frederick A. Stamper, as the Sr. V-President of THE PEP BOYS–MANNY, MOE, AND JACK, a Pennsylvania corporation, who is personally known to me, ~~or has produced~~ _____ ~~(type of identification) as identification~~. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

Notarial Seal
Helene B. Porter, Notary Public
Philadelphia, Philadelphia County
My Commission Expires Nov. 24, 2003
Member, Pennsylvania Association of Notaries

Notary Public Helene B. Porter
Print Name: Helene B. Porter

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 23rd day of May, 2003, John T. Conroy, Jr., as Trustee, under the Page Field ~~Commons~~ Medical Village Land Trust Agreement, who is personally known to me, or has produced _____ (type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.

(Seal)

DIANE WHITACRE
MY COMMISSION # CC 825440
EXPIRES: August 10, 2003
Bonded Thru Notary Public Underwriters

Notary Public Diane Whitacre
Print Name: Diane Whitacre

Z:\PUBLIC\FILES\CAUDILL\JACK CONROY\PAGE FIELD\CONROY.PEP BOYS.UTILITY AGREEMENT.052103.DOC

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. HIGHWAY 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 830.83 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET TO THE POINT OF BEGINNING; CONTAINING 3.969 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

EXHIBIT "A"

EXHIBIT "B"

THE NORTH 192 FEET OF THE SOUTHWEST QUARTER (SW-1/4) OF THE SOUTHWEST QUARTER (SW-1/4) OF THE NORTHWEST QUARTER (NW-1/4) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, LESS THE WEST 50 THEREOF.

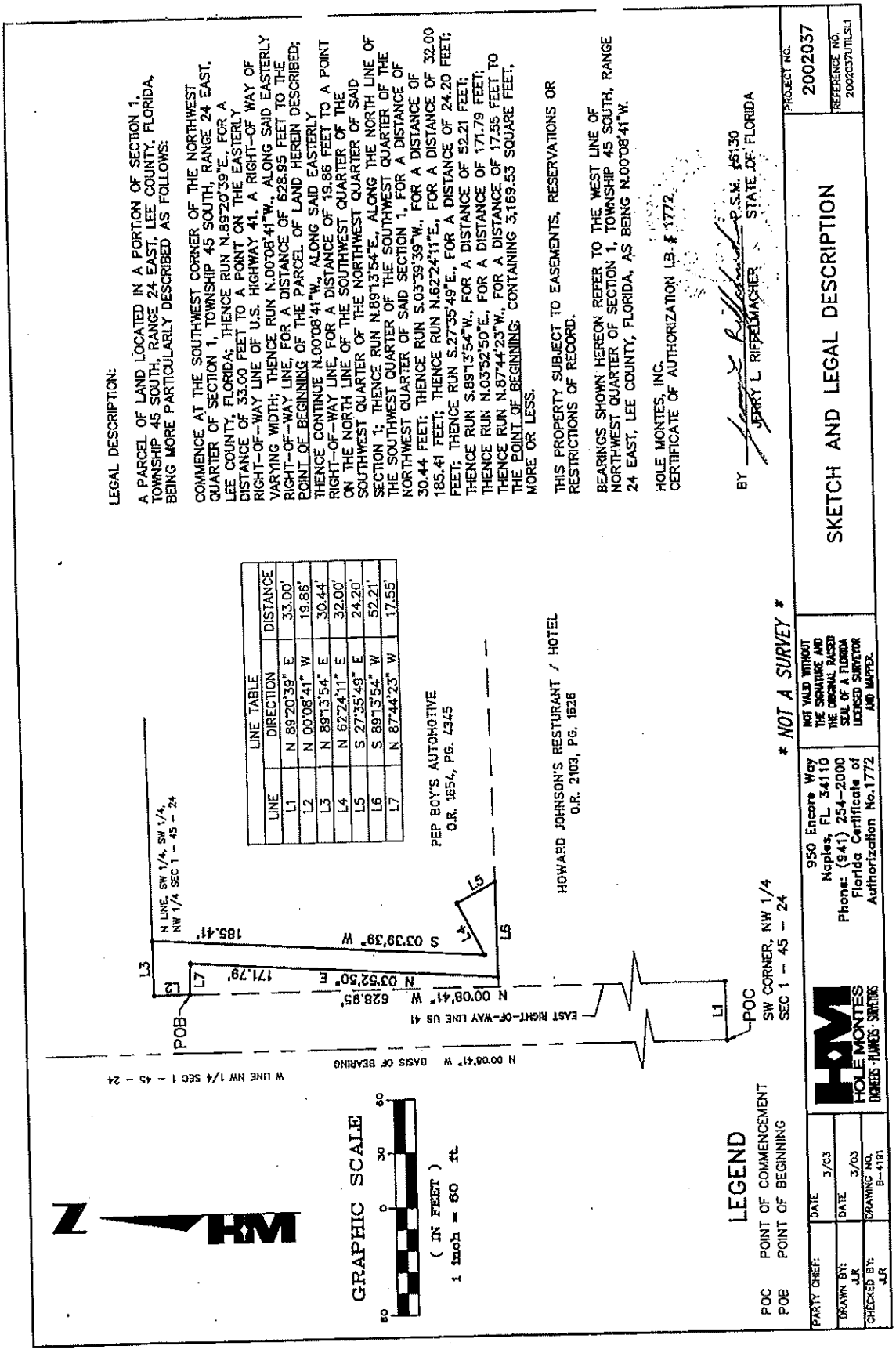

LEGAL DESCRIPTION:
A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 628.95 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 19.86 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.89°13'54"E., ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 30.44 FEET; THENCE RUN S.03°39'39"W., FOR A DISTANCE OF 32.00 185.41 FEET; THENCE RUN N.62°24'11"E., FOR A DISTANCE OF 24.20 FEET; THENCE RUN S.27°35'49"E., FOR A DISTANCE OF 52.21 FEET; THENCE RUN S.89°13'54"W., FOR A DISTANCE OF 171.79 FEET; THENCE RUN N.03°52'50"E., FOR A DISTANCE OF 17.55 FEET TO THE POINT OF BEGINNING; CONTAINING 3,169.53 SQUARE FEET, MORE OR LESS.
THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING N.00°08'41"W.
HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB.# 1772
BY JERRY L RIFFELMACHER P.S.M. #6130 STATE OF FLORIDA
SKETCH AND LEGAL DESCRIPTION
* NOT A SURVEY *
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of Authorization No.1772
HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
PROJECT NO. 2002037
REFERENCE NO. 2002037TLSL1
PARTY CHIEF: DATE 3/03
DRAWN BY: JJR DATE 3/03
CHECKED BY: JJR DRAWING NO. B-4191
LINE TABLE
LINE | DIRECTION | DISTANCE
L1 | N 89°20'39" E | 33.00'
L2 | N 00°08'41" W | 19.86'
L3 | N 89°13'54" E | 30.44'
L4 | N 62°24'11" E | 32.00'
L5 | S 27°35'49" E | 24.20'
L6 | S 89°13'54" W | 52.21'
L7 | N 87°44'23" W | 17.55'
PEP BOY'S AUTOMOTIVE
O.R. 1654, PG. 4345
HOWARD JOHNSON'S RESTURANT / HOTEL
O.R. 2103, PG. 1626
N LINE, SW 1/4, SW 1/4, NW 1/4 SEC 1 - 45 - 24
185.41'
S 03°39'39" W
171.79'
N 03°52'50" E
628.95'
N 00°08'41" W
EAST RIGHT-OF-WAY LINE US 41
BASIS OF BEARING N 00°08'41" W
W LINE NW 1/4 SEC 1 - 45 - 24
POB
POC
SW CORNER, NW 1/4
SEC 1 - 45 - 24
L1
L2
L3
L4
L5
L6
L7
LEGEND
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
GRAPHIC SCALE
(IN FEET)
1 inch = 60 ft.
60 30 0 60

Exhibit "C"

EXHIBIT "B"

(b) The interest of the Beneficiary shall consist solely of the following rights respecting the trust property:

(1) Power to direct the Trustee to deal with title to the Property, which power shall include, but is not limited to, directions to the Trustee to execute deeds, leases, mortgages, promissory notes and all other instruments relating to the Property, provided, however, as set forth in paragraphs 12 and 22 of this Trust Agreement, the Trustee shall have no individual liability whatsoever nor shall the Trustee be required to furnish any warranties that would result in any individual liability in regard to the execution of any such instruments.

(2) Power to manage, possess, use and control the Property.

(3) Right to receive the earnings, avails and proceeds from leases and other uses and from mortgages, sales and other dispositions of the Property.

(4) Enjoyment of all rights and privileges regarding the Property as if he, Beneficiary was the legal and equitable owner of the Property. Such rights and powers, as well as the interest of the Beneficiary under this Trust Agreement, shall be personal property. The Beneficiary shall not have any right, title or interest in or to any portion of the legal or equitable title to the Property. If the Beneficiary is a human being, the death of the Beneficiary (or any of the persons contained in the term Beneficiary if more than one person signs this Trust Agreement as the Beneficiary) shall not terminate this Trust Agreement or the trust created hereby or affect the rights or powers of the Trustee or of the Beneficiary except as provided by law and the interest of the Beneficiary of this Trust Agreement, pass to his personal representative and not to his devisees or heirs at law.

3

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
16000 Chamberlin Parkway, Suite 8671
Fort Myers, Florida 33913

Sec. 1, Twp. 45 S, Range 24 E

INSTR # 6180999
OR BK 04224 Pgs 3155 - 3157; (3pgs)
RECORDED 03/12/2004 11:56:22 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 15.00
DEED DOC 0.70
DEPUTY CLERK J Miller

THIS SPACE FOR RECORDING

EASEMENT

This indenture is made this 8th day of March, 2004, between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida, 33902-0398, Grantor, and **FLORIDA POWER & LIGHT COMPANY**, a corporation organized and existing under the laws of the State of Florida, whose mailing address is 15834 Winkler Road, Fort Myers, Florida, 33908, Grantee, as follows:

For and in consideration of the payment of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive utility easement situated in Lee County, Florida, and specifically described in Exhibit "A," attached hereto and made a part hereof.

The purpose of the easement is to allow Grantee to construct, inspect, repair, maintain, operate, alter, or enlarge electrical utility facilities and equipment, including electrical power, overhead and underground electric, telephone and public utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment), and located on, under, across, and through the easement described in Exhibit "A," together with the right to permit any other person, firm, or corporation to install equipment in or on the ground, attach wires to facilities, or lay pipe and conduit related to provision of the designated public utilities within the easement area; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions; and the right to trim and cut all dead, weak, leaning or dangerous trees or limbs inside or outside the easement area that might interfere with or fall upon the lines or systems providing communication.

Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the easement area and exercising the rights granted under this easement. Any damage to Grantor's property, within the easement area or adjacent to and outside the easement area, or the permitted improvements thereon, as a result of the construction, operation or maintenance of Grantee's facilities within the easement area must be repaired or restored by the Grantee causing the damage to the condition in which it existed prior to the damage.

LS04-010-DOC.wpd

3/8/04 A46

Grantee may not create obstructions or conditions in the easement area that are or may become hazardous or dangerous to the air or ground-traveling public.

Grantor specifically reserves the right to use the easement area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the easement area, including the right to construct or maintain facilities that longitudinally and laterally traverse the easement area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property described herein, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This easement runs with the land and is binding upon the parties, their successors and assigns.

In witness of the above, this easement is executed.

ATTEST:
CHARLIE GREEN,
Clerk of Circuit Court

By: _____
Deputy Clerk

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman ~~or Vice Chairman~~

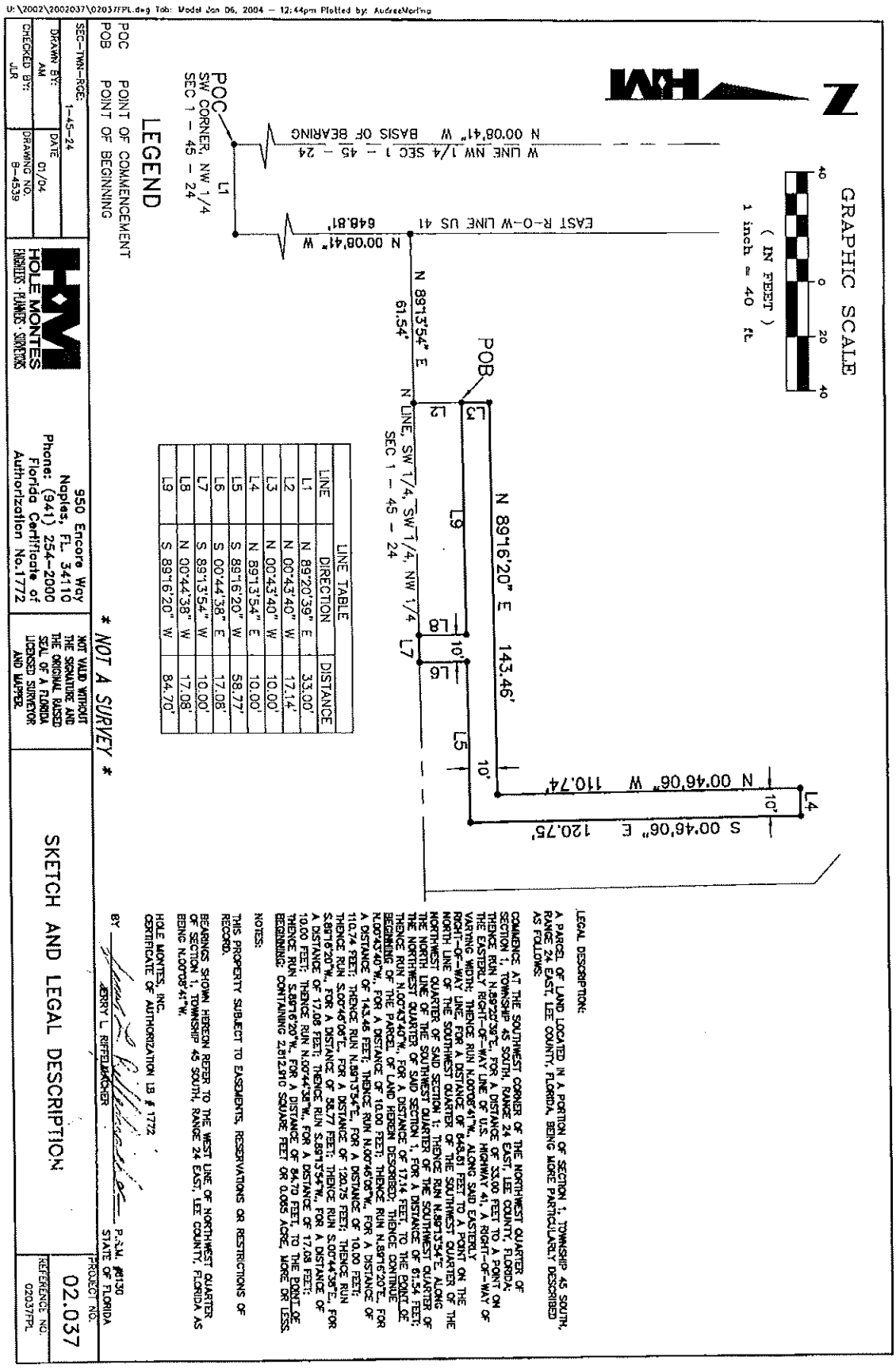
BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

APPROVED AS TO LEGAL FORM

_____
Office of County Attorney

LS04-010-DOC.wpd

Exhibit "A"



LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 648.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.89°13'54"E. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 61.54 FEET; THENCE RUN N.00°43'40"W., FOR A DISTANCE OF 17.14 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°43'40"W., FOR A DISTANCE OF 10.00 FEET; THENCE RUN N.89°16'20"E., FOR A DISTANCE OF 143.46 FEET; THENCE RUN N.00°46'06"W., FOR A DISTANCE OF 110.74 FEET; THENCE RUN N.89°13'54"E., FOR A DISTANCE OF 120.75 FEET; THENCE RUN S.00°46'06"E., FOR A DISTANCE OF 58.77 FEET; THENCE RUN S.00°44'38"E., FOR A DISTANCE OF 17.08 FEET; THENCE RUN S.89°13'54"W., FOR A DISTANCE OF 10.00 FEET; THENCE RUN N.00°44'38"W., FOR A DISTANCE OF 17.08 FEET; THENCE RUN S.89°16'20"W., FOR A DISTANCE OF 84.70 FEET, TO THE POINT OF BEGINNING; CONTAINING 2,812.210 SQUARE FEET OR 0.065 ACRE, MORE OR LESS.

NOTES:

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY _____
JERRY L. RUFFENACHER P.S.M. #6130
STATE OF FLORIDA

* NOT A SURVEY *

SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 02.037

REFERENCE NO. 02037FPL

SEC-TWN-RGE: 1-45-24
DRAWN BY: AM
CHECKED BY: JLR
DATE: 01/04
DRAWING NO: S-4539

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS
950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of Authorization No.1772

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

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
INSTR # 2005000164774, Doc Type EAS, Pages 3, Recorded 12/12/2005 at 04:28 PM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $27.00 Deputy Clerk JMILLER

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Sec. 1, Twp. 45 S, Range 24 E

THIS SPACE FOR RECORDING

EASEMENT

This indenture is made this 14th day of November, 2005, between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida, 33902-0398, Grantor, and **FLORIDA POWER & LIGHT COMPANY**, a corporation organized and existing under the laws of the State of Florida, whose mailing address is 15834 Winkler Road, Fort Myers, Florida, 33908, Grantee, as follows:

For and in consideration of the payment of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive utility easement situated in Lee County, Florida, and specifically described in Exhibit "A," attached hereto and made a part hereof.

The purpose of the easement is to allow Grantee to construct, inspect, repair, maintain, operate, alter, or enlarge electrical utility facilities and equipment, including underground electrical power, and underground electric, telephone and public utility facilities located on, under, and through the easement described in Exhibit "A," together with the right to permit any other person, firm, or corporation to install equipment in the ground, or lay pipe and conduit related to provision of the designated public utilities within the easement area; and the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions inside or outside the easement area that might interfere with the lines or systems providing electricity.

Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the easement area and exercising the rights granted under this easement. Any damage to Grantor's property, within the easement area or adjacent to and outside the easement area, or the permitted improvements thereon, as a result of the construction, operation or maintenance of Grantee's facilities within the easement area must be repaired or restored, by the Grantee causing the damage, to the condition in which it existed prior to the damage.

Grantee may not create obstructions or conditions in the easement area that are or may become hazardous or dangerous to the air or ground-traveling public.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Grantor specifically reserves the right to use the easement area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the easement area, including the right to construct or maintain facilities that longitudinally and laterally traverse the easement area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property described herein, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This easement runs with the land and is binding upon the parties, their successors and assigns.

In witness of the above, this easement is executed.

ATTEST:
CHARLIE GREEN,
Clerk of Circuit Court

By: _____
Deputy Clerk

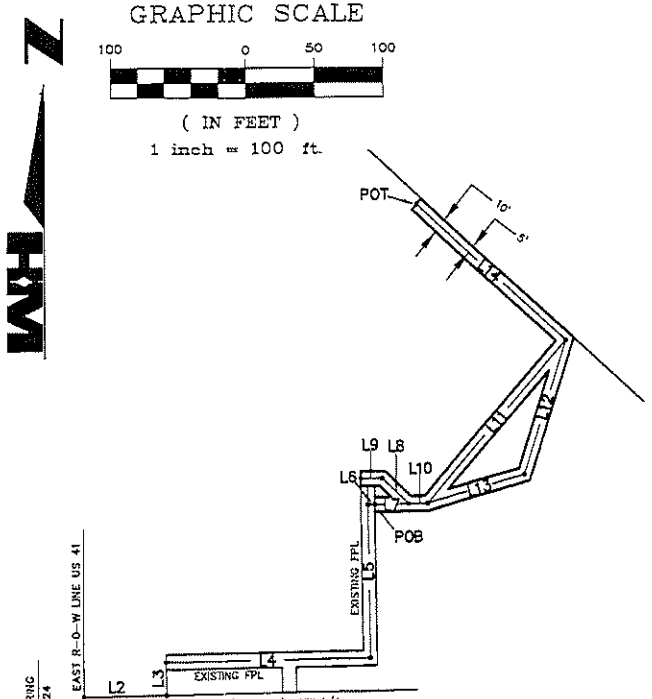
LEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chairwoman ~~or Vice Chairman~~

APPROVED AS TO LEGAL FORM

_____
Office of County Attorney

EXHIBIT "A"



LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
POT	POINT OF TERMINATION

LINE TABLE

LINE	DIRECTION	DISTANCE
L1	N 89°20'39" E	33.00'
L2	N 89°13'54" E	61.54'
L3	N 00°43'40" W	22.14'
L4	N 89°16'20" E	148.46'
L5	N 00°46'06" W	103.29'
L6	N 89°13'54" E	5.00'
L7	N 89°13'54" E	24.89'
L8	S 48°49'18" E	26.12'
L9	N 89°13'54" E	15.46'
L10	N 89°13'54" E	14.67'
L11	N 42°36'19" E	148.82'
L12	S 18°29'04" W	95.73'
L13	S 75°05'31" W	72.84'
L14	N 49°19'12" W	143.01'

LEGAL DESCRIPTION:

A 10.00 FOOT WIDE STRIP OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 41 (STATE ROAD 45) HAVING A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.89°13'54"E. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 61.54 FEET; THENCE RUN N.00°43'40"W., FOR A DISTANCE OF 22.14 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING 10.00 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT; THENCE RUN N.89°16'20"E., ALONG THE CENTERLINE OF SAID EXISTING EASEMENT, FOR A DISTANCE OF 148.46 FEET; THENCE RUN N.00°46'06"W., ALONG THE CENTERLINE OF SAID EXISTING EASEMENT, FOR A DISTANCE OF 103.29 FEET; THENCE RUN N.89°13'54"E., ALONG THE CENTERLINE OF SAID EXISTING EASEMENT, FOR A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED CENTERLINE; THENCE CONTINUE N.89°13'54"E., FOR A DISTANCE OF 24.89 FEET; THENCE RUN N.48°49'18"W., FOR A DISTANCE OF 26.12 FEET; THENCE RUN S.89°13'54"W., FOR A DISTANCE OF 15.46 FEET; THENCE RUN N.89°13'54"E., FOR A DISTANCE OF 15.46 FEET; THENCE RUN S.48°49'18"E., FOR A DISTANCE OF 26.12 FEET; THENCE RUN N.89°13'54"E., FOR A DISTANCE OF 14.67 FEET; THENCE RUN N.42°36'19"E., FOR A DISTANCE OF 148.82 FEET; THENCE RUN S.18°29'04"W., FOR A DISTANCE OF 95.73 FEET; THENCE RUN S.75°05'31"W., FOR A DISTANCE OF 72.84 FEET; THENCE RUN N.42°36'19"E., FOR A DISTANCE OF 148.82 FEET; THENCE RUN N.49°19'12"W., FOR A DISTANCE OF 143.01 FEET, TO THE POINT OF TERMINATION OF THE HEREIN DESCRIBED EASEMENT.

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

THE SIDELINES OF THE HEREIN DESCRIBED CENTERLINE ARE TO BE LENGTHENED OR SHORTENED SO AS TO MEET AT THE ANGLE POINTS FORMED AND TO A LINE WHICH RUNS S.00°46'06"E. AT THE POINT OF BEGINNING AND TO A LINE WHICH RUNS N.40°40'48"E. AT THE POINT OF TERMINATION.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY _____ P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

* NOT A SURVEY *

U:\2002\2002037\02037FPL2.dwg Tab: Model Aug 03, 2005 - 11:12am Plotted by: AdamKehres

SEC-TWN-RGE:	1-45-24
DRAWN BY:	AK
DATE	07/05
CHECKED BY:	JLR
DRAWING NO.	E-27

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

6202F Presidential Court
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

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

SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 02.037
REFERENCE NO. 02037FPL2

INSTR # 2005000164774 Page Number: 3 of 3
DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
INSTR # 2006000433610, Doc Type EAS, Pages 3, Recorded 11/17/2006 at 11:58 AM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $0.70 Rec. Fee $27.00 Deputy Clerk AFOURNIER

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Sec. 1, Twp. 45 S, Range 24 E

THIS SPACE FOR RECORDING

EASEMENT

This indenture is made this 13th day of November, 2006, between **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida, 33902-0398, Grantor, and **FLORIDA POWER & LIGHT COMPANY**, a corporation organized and existing under the laws of the State of Florida, whose mailing address is 15834 Winkler Road, Fort Myers, Florida, 33908, Grantee, as follows:

For and in consideration of the payment of $1.00 and other good and valuable consideration, the receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a nonexclusive utility easement situated in Lee County, Florida, and specifically described in Exhibit "A," attached hereto and made a part hereof.

The purpose of the easement is to allow Grantee to construct, inspect, repair, maintain, operate, alter, or enlarge electrical utility facilities and equipment, including underground electrical power, and underground electric, telephone and public utility facilities located on, under, and through the easement described in Exhibit "A," together with the right to permit any other person, firm, or corporation to install equipment in the ground, or lay pipe and conduit related to provision of the designated public utilities within the easement area; and the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions inside or outside the easement area that might interfere with the underground lines or systems providing electricity.

Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the easement area and exercising the rights granted under this easement. Any damage to Grantor's property, within the easement area or adjacent to and outside the easement area, or the permitted improvements thereon, as a result of the construction, operation or maintenance of Grantee's facilities within the easement area must be repaired or restored, by the Grantee causing the damage, to the condition in which it existed prior to the damage.

Grantee may not create obstructions or conditions in the easement area that are or may become hazardous or dangerous to the air or ground-traveling public.

11/13/06 A4a

Grantor specifically reserves the right to use the easement area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the easement area, including the right to construct or maintain facilities that longitudinally and laterally traverse the easement area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the real property described herein, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This easement runs with the land and is binding upon the parties, their successors and assigns.

In witness of the above, this easement is executed.

ATTEST:
CHARLIE GREEN,
Clerk of Circuit Court

By: _____
Deputy Clerk

LEE COUNTY BOARD OF COUNTY COMMISSIONERS

By: _____
Chairwoman or Vice Chairman

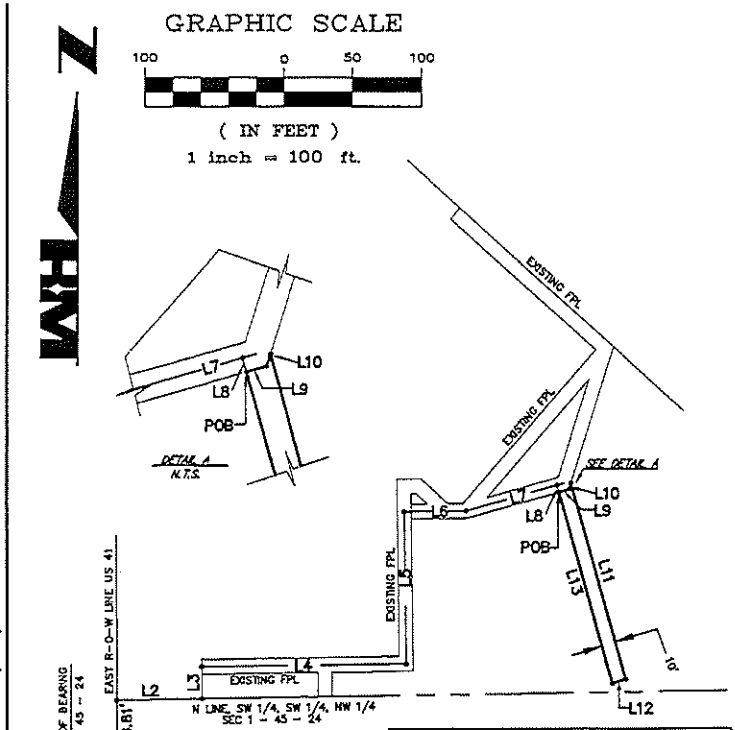
APPROVED AS TO LEGAL FORM

_____
Office of County Attorney

INSTR # 2006000433610 Page Number: 3 of 3

DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

EXHIBIT "A"



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 89°20'39" E	33.00'
L2	N 89°13'54" E	61.54'
L3	N 00°43'40" W	22.14'
L4	N 89°16'20" E	148.46'
L5	N 00°46'06" W	103.29'
L6	N 89°13'54" E	44.56'
L7	S 75°05'31" W	67.84'
L8	S 16°30'16" E	5.00'
L9	N 75°05'31" E	7.56'
L10	N 18°29'04" E	4.27'
L11	S 16°30'16" E	139.23'
L12	S 73°29'44" W	10.00'
L13	N 16°30'16" E	135.94'

LEGEND

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
NTS	NOT TO SCALE

LEGAL DESCRIPTION:

A 10.00 FOOT WIDE STRIP OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 41 (STATE ROAD 45) HAVING A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'41"W., ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN N.89°13'54"E. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 61.54 FEET; THENCE RUN N.00°43'40"W., FOR A DISTANCE OF 22.14 FEET TO A POINT ON THE CENTERLINE OF AN EXISTING 10.00 FOOT WIDE FLORIDA POWER & LIGHT EASEMENT; THENCE RUN N.89°16'20"E., ALONG THE CENTERLINE OF SAID EXISTING EASEMENT, FOR A DISTANCE OF 148.46 FEET; THENCE RUN N.00°46'06"W., ALONG THE CENTERLINE OF SAID EXISTING EASEMENT, FOR A DISTANCE OF 103.29 FEET; THENCE RUN N.89°13'54"E., ALONG THE CENTERLINE OF SAID EXISTING EASEMENT, FOR A DISTANCE OF 44.56 FEET; THENCE RUN N.75°05'31"E., ALONG THE CENTERLINE OF SAID EXISTING EASEMENT FOR A DISTANCE OF 67.84 FEET; THENCE RUN S.16°30'16"E., FOR A DISTANCE OF 5.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.75°05'31"E., FOR A DISTANCE OF 7.56 FEET; THENCE RUN N.18°29'04"E., FOR A DISTANCE OF 4.27 FEET; THENCE RUN S.16°30'16"E., FOR A DISTANCE OF 139.23 FEET; THENCE RUN S.73°29'44"W., FOR A DISTANCE OF 10.00 FEET; THENCE RUN N.16°30'16"W., FOR A DISTANCE OF 135.94 FEET, TO THE POINT OF BEGINNING. CONTAINING 1,362.36 SQUARE FEET., MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB-C# 1772

BY _____ P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

* NOT A SURVEY *

H:\2002\2002037\DW\02037FPL3.dwg Tab: Model Aug 07, 2006 - 1:59pm Plotted by: JerryRiffelmacher

SEC-TWN-RGE:	1-45-24
DRAWN BY: JRD	DATE: 08/04/06
CHECKED BY: JLR	DRAWING NO.: E-186

HOLE MONTES
ENGINEERS · PLANNERS · SURVEYORS

6202F Presidential Court
Ft. Myers, FL. 33919
Phone: (239) 985-1200
Florida Certificate of Authorization No.1772

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

SKETCH AND LEGAL DESCRIPTION

PROJECT NO. 02.037
REFERENCE NO. 02037FPL3

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000276996, Doc Type AFF, Pages 3, Recorded 8/23/2021 at 8:17 AM, Deputy Clerk WMILLER ERECORD
Rec Fees: $27.00

Prepared by:
Conroy, Conroy & Durant, P.A.
2210 Vanderbilt Beach Road #1201
Naples, Florida 34109
(239)649-5200

DECLARATION OF APPOINTMENT OF SUCCESSOR TRUSTEE

This Declaration pursuant to Section 689.071(9), Florida Statutes, evidences the appointment of Kristin M. Conroy whose address is 2210 Vanderbilt Beach Road, #1201, Naples, Florida 34109 to succeed John T. Conroy, Jr. whose address is 636 15th Avenue South, Naples, Florida 34102, as Trustee of the Page Field Medical Village Land Trust (the "Trust"). The Trust property consists of a Ground Lease of that certain real property located in Lee County, Florida legally described in Exhibit "A" attached hereto and incorporated by reference, together with the improvements and agreements related thereto.

1. John T. Conroy, Jr. hereby resigns as trustee of the Page Field Medical Village Land Trust.

2. Kristin M. Conroy hereby accepts appointment as trustee of the Page Field Medical Village Land Trust.

3. Kristin M. Conroy was appointed under the terms of the Page Field Medical Village Land Trust Agreement.

This Declaration is executed pursuant to Section 689.071(9)(b), Florida Statutes by the resigning trustee and successor trustee as of the dates set forth below.

Resigning Trustee

John T. Conroy, Jr., as resigning Trustee of the Page Field Medical Village Land Trust

8.18.21
Date

Signed and sealed in the presence of:

Witness #1
Printed Name: Beth D. Lightner

Witness #2
Printed Name: Rebecca Pascut

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me, by means of [✓] physical presence or [ ] online notarization, this 18th day of **August, 2021**, by **John T. Conroy, Jr., as resigning Trustee of the Page Field Medical Village Land Trust**, who is [✓] personally known to me or who [ ] has produced _____ as identification.

BETH D. LIGHTNER
[Notary Seal] MY COMMISSION # GG 142122
EXPIRES: October 4, 2021
Bonded Thru Notary Public Underwriters

Signature
My Commission Expires: _____

Successor Trustee:

Kristin M. Conroy, as successor Trustee of the Page Field Medical Village Land Trust

8.18.21
Date

Signed and sealed in the presence of:

Witness #1
Printed Name: Beth D. Lightner

Witness #2
Printed Name: Rebecca Pascal

STATE OF Florida)
COUNTY OF Collier)

The foregoing instrument was acknowledged before me, by means of [✓] physical presence or [ ] online notarization, this 18th day of **August, 2021**, by **Kristin M. Conroy, as successor Trustee of the Page Field Medical Village Land Trust**, who is [✓] personally known to me or who [ ] has produced _____ as identification.

Signature
My Commission Expires: _____

[Notary Seal]

BETH D. LIGHTNER
MY COMMISSION # GG 142122
EXPIRES: October 4, 2021
Bonded Thru Notary Public Underwriters

Exhibit "A"

Legal Description of Ground Lease recorded at Official Records Book 4125, Page 3750, as amended by the Amendment to Ground Lease recorded in Instrument Number 2006000447599, all of the Public Records of Lee County, Florida.

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.89°20'39"E., FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41, A RIGHT-OF-WAY OF VARYING WIDTH; THENCE RUN N.00°08'38"W. ALONGTHE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 648.81 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.00°08'41"W. ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41, FOR A DISTANCE OF 550.00 FEET; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 465.18 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.37°37'30"E., A DISTANCE OF 74.00 FEET THEREFROM; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 74.00 FEET, THROUGH A CENTRAL ANGLE OF 78°18'18", SUBTENDED BY A CHORD OF 93.45 FEET AT A BEARING OF S.88°28'21"E., FOR A DISTANCE OF 101.13 FEET TO THE END OF SAID CURVE; THENCE RUN S.49°19'12"E., FOR A DISTANCE OF 258.75 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHEASTERLY; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 176.00 FEET, THROUGH A CENTRAL ANGLE OF 16°22'39", SUBTENDED BY A CHORD OF 50.14 FEET AT A BEARING OF S.57°30'31"E., FOR A DISTANCE OF 50.31 FEET TO THE END OF SAID CURVE; THENCE RUN S.65°41'51"E., FOR A DISTANCE OF 61.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN EASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 87°04'47", SUBTENDED BY A CHORD OF 41.33 FEET AT A BEARING OF N.70°45'46"E., FOR A DISTANCE OF 45.59 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,029.93 FEET, THROUGH A CENTRAL ANGLE OF 11°27'24", SUBTENDED BY A CHORD OF 205.60 FEET AT A BEARING OF N.32°57'05"E., FOR A DISTANCE OF 205.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.53°50'15"E., FOR A DISTANCE OF 50.33 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF FOWLER STREET THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.48°35'06"E., A DISTANCE OF 1,017.93 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,017.93 FEET, THROUGH A CENTRAL ANGLE OF 21°08'29", SUBTENDED BY A CHORD OF 373.47 FEET AT A BEARING OF S.30°50'40"W., FOR A DISTANCE OF 375.60 FEET; THENCE RUN N.69°43'35"W., FOR A DISTANCE OF 12.00 FEET; THENCE RUN N.20°31'32"E., FOR A DISTANCE OF 9.05 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.69°13'22"W., A DISTANCE OF 30.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 30.00 FEET, THROUGH A CENTRAL ANGLE OF 86°28'29", SUBTENDED BY A CHORD OF 41.10 FEET AT A BEARING OF N.22°27'36"W., FOR A DISTANCE OF 45.28 FEET TO THE END OF SAID CURVE; THENCE RUN N.65°41'51"W., FOR A DISTANCE OF 95.54 FEET TO THE TO A POINT ON THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1; THENCE RUN S.89°13'54"W. ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 1, FOR A DISTANCE OF 628.74 FEET, TO THE POINT OF BEGINNING.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEING N.00°08'41"W.

r:\c\conroy, john t (jack)\page field\land trust\declaration of appointment of successor trustee.docx

Memorandum
from the
Department of County Lands

Title Certification
Strap Number(s): 12-45-24-01-0000B.0010
Folio ID(s):10557151

Certified to: Lee County Port Authority and South Florida Water Management District

Effective Date of Title Certification: July 31, 2023 at 5:00 pm

I have searched the Public Records of Lee County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A". I have made a careful examination of the Public Records of Lee County, Florida, with respect to the real property described in attached Exhibit "A". Based on the foregoing, we hereby certify Record Title to the above-described real property, as to the Effective Date of the Title Certification set forth above, is vested in:

Lee County as shown in attached Exhibit "B".

The following are all of those persons or entities holding a mortgage secured by the property:

N/A

The following are easements, rights of way and encumbrances affecting the property:

1) Easements shown on the Plat of Page Park recorded November 3, 1947, Plat Book 8, Page 92, in the Public Records of Lee County, Florida.

2) Florida Power and Light Company Easement recorded March 5, 1976, Official Records Book 1128, Page 675, in the Public Records of Lee County, Florida.

3) Lee County Ordinances relating to garbage and solid waste collection, recorded November 30, 1990, Official Record Book 2189, Pages 3281, in the Public Records of Lee County, Florida.

4) Notice of Lot Split Approval between Lee County and Lee County Port Authority recorded July 11, 2011, Instrument No. 2011000155714, in the Public Records of Lee County, Florida.

5) Notice of Development Order Approval to Aldi Grocery Store recorded December 12, 2016, Instrument No. 2016000260963, in the Public Records of Lee County, Florida.

6) Recorded Notice of Environmental Resource Permit from South Florida Water Management District to Aldi recorded January 26, 2017, Instrument No. 2017000018350,in the Public Records of Lee County, Florida.

7) Utility Easement between Lee County, a political subdivision of the State of Florida and Florida Power & Light Company, a Florida Corporation recorded June 14, 2017, Instrument No. 2017000129988, in the Public Records of Lee County, Florida.

NOTE: Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.

Tax Status:

12-45-24-01-0000B.0010 – Subject property is assessed at $777,765.00 for 2023 with local government exemption of $777,765.00. There were no taxes due in 2022.

NOTE: This Property is tax exempt.

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search of the Public Records of Lee County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____
Marja Borkert
Property Acquisition Assistant

S:\County Lands\POOL\PORT AUTHORITY- Page Field\2023 Title\Lee County_11251 S Cleveland_10557151\Title Cert Lee County_11251 S Cleveland_10557151.docx

Exhibit "A"

A PORTION OF BLOCK 'B', PAGE PARK, AS RECORDED IN PLAT BOOK 8, PAGES 92-97; PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST ¼ CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST; THENCE RUN N 89°32'33" E ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 12 FOR 68.01 FEET TO THE EASTERLY RIGHT-OF-WAY OF U.S. 41 (S.R. 45) (RIGHT-OF-WAY WIDTH VARIES) AS PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 12010-2503, OFFICIAL RECORDS BOOK 191, PAGE 660 AND DEED BOOK 306, PAGE 277 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 00°29'37" E ALONG SAID RIGHT-OF-WAY FOR 50.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°29'37" E ALONG SAID RIGHT-OF-WAY FOR 284.60 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DEED BOOK 244, PAGE 134, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 89°31'55" E ALONG THE SOUTH LINE OF SAID PARCEL FOR 182.00 FEET; THENCE N 00°29'37" E ALONG THE EAST LINE OF SAID PARCEL FOR 200.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTH ROAD (65 FEET WIDE) AS PER SAID PLAT OF PAGE PARK; THENCE S 89°31'55" E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 216.86 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND KNOWN AS JERRY BROOKS PARK, BEING DESCRIBED IN OFFICIAL RECORDS BOOK 4028, PAGE 4192; THENCE S 00°28'34" W ALONG SAID WESTERLY LINE FOR 478.15 FEET TO THE SOUTH LINE OF SAID BLOCK 'B'; THENCE S 89°32'33" W ALONG SAID SOUTH LINE FOR 399.06 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 3.57 ACRES, MORE OR LESS

Exhibit "B"

County of Lee, a political subdivision of the State of Florida by Warranty Deed from Iona Corporation, a corporation existing under the Laws of the State of Florida recorded September 10, 1941, Deed Book 143, Page 577, in the Public Records of Lee County, Florida.

Lee County Property Appraiser

Tax Year 2022

Property Data

STRAP: 12-45-24-01-0000B.0010 Folio ID: 10557151

Generated on 3/1/2023 9:01 AM

Owner Of Record - Sole Owner [Change Address]

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

Site Address

Site Address maintained by E911 Program Addressing

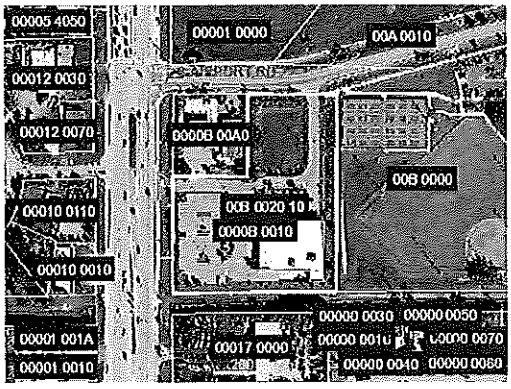
11251 S CLEVELAND AVE
FORT MYERS FL 33907

Property Description

Do not use for legal documents!

PAGE PARK
PB 8 PG 92 BLK. B
LESS N 200 FT OF W 200 FT +
LESS E 925.8 FT AS DESC IN
INST #2011000155714

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

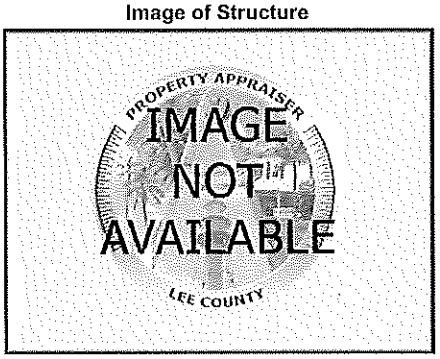
Tax Roll Value Letter Tax Refund Status

Just	777,765

Attributes

Land Units Of Measure	SF
Units	155553.00
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0
1st Year Building on Tax Roll	N/A
Historic Designation	No

Image of Structure



Exemptions / Classified Use (Current)

Generated on 3/1/2023 9:01 AM

Exemptions / Classifed Use (2022 Tax Roll)

Generated on 3/1/2023 9:01 AM

Values (2022 Tax Roll)

Generated on 3/1/2023 9:01 AM

Taxing Authorities

Generated on 3/1/2023 9:01 AM

Sales / Transactions

Generated on 3/1/2023 9:01 AM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
100.00	08/01/1941	143/577	04		V

View Recorded Plat at LeeClerk.org

Use the above link to do a search on the Lee County Clerk of Courts website, using **8** and **92** for the book and page numbers and **Plats Book** for the book type.

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR LEE COUNTY, FLORIDA 2022 Paid Real Estate

Account Number:
12-45-24-01-0000B.0010

Alternate Key:
2100287318

Millage Code:
003

Site Address / Legal Description:
11251 S CLEVELAND AVE

PAGE PARK PB 8 PG 92 BLK. B LESS N 200 FT OF W 200 FT + LESS E 925.8 FT AS
See Additional Legal on Tax Roll

*** See message below**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Amount Due:	If Paid By:
$0.00	Aug 31, 2023

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	303,112	303,112	0	0.00
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	777,765	777,765	0	0.00
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.3090	777,765	777,765	0	0.00
LEE COUNTY ALL HAZARDS - MSTU	239-533-2221	0.0693	303,112	303,112	0	0.00
LEE COUNTY UNINCORPORATED - MSTU	239-533-2221	0.8398	303,112	303,112	0	0.00
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	303,112	303,112	0	0.00
PAGE PARK LIGHT - MSTU	239-533-2308	0.2444	303,112	303,112	0	0.00
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	303,112	303,112	0	0.00
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	303,112	303,112	0	0.00
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	303,112	303,112	0	0.00
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0225	303,112	303,112	0	0.00
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	303,112	303,112	0	0.00
SOUTH TRAIL FIRE DISTRICT	239-433-0080	2.5000	303,112	303,112	0	0.00
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	303,112	303,112	0	0.00

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount

Keep for your records

2022 Combined Total Ad Valorem and Non-Ad Valorem: $0.00

2022 Paid Real Estate

Account:	12-45-24-01-0000B.0010
Site Address:	11251 S CLEVELAND AVE, FORT MYERS, 33907
Alternate Key:	2100287318

If Paid By:	Amount Due:
Aug 31, 2023	$0.00

Phone/Email Contact: _____

***If the address below is not correct, visit www.leepa.org to update your address.**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Filed and duly recorded on this
the 10th day of September, A. D. 1941.
D. T. Farabee, Clerk Circuit Court.
By Helen Patrick D. C.

94225

THIS INDENTURE, Made and executed this 29th day of August, A. D. 1941, between IONA CORPORATION, a Corporation existing under the Laws of the State of Florida, having its principal place of business in Fort Myers, Lee County, State of Florida, party of the First Part, and COUNTY OF LEE, a political subdivision of the State of Florida, Party of the Second Part,

WITNESSETH, That for and in consideration of the sum of Ten ($10.00) Dollars and other valuable considerations in hand paid to the Party of the First Part, receipt whereof is hereby acknowledged, said Party of the First Part does hereby grant, bargain, sell, convey and confirm unto the said Party of the Second Part, and its successors and assigns, forever, that certain piece, parcel, lot or tract of land situate, lying and being in Lee County, Florida, more particularly described as follows, to-wit:

North Half (N½) of Section Twelve (12) Township Forty-five (45) South, Range Twenty-four (24) East,

LESS:

Seaboard Air Line right-of-way through said land, and SUBJECT to all rights-of-way existing in or over said land, and especially for right-of-way for Iona Drainage District canals, and to all installments of Iona Drainage District taxes or assessments due and payable on and after January 1, 1938, and to all unpaid State and County taxes, and other taxes and assessments of whatsoever nature now existing against said land.

TOGETHER with all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same unto the said Party of the Second Part, and its successors and assigns, in fee simple forever.

And the said Party of the First Part does hereby warrant the title to said premises unto the said party of the Second Part, and its successors and assigns, as against all parties claiming by, through or under the said Party of the First Part.

IN WITNESS WHEREOF, said IONA CORPORATION, a corporation, has caused these presents to be executed by its President and Secretary, respectively, each thereunto duly authorized, and has affixed its corporate seal the day and year first above written.

Signed, sealed and delivered
in presence of:
Constance P. Finger
Addie R. DesRochers
(CORPORATE SEAL)
CORPORATE SEAL

IONA CORPORATION
By J. A. Franklin
As President
ATTEST:
R. A. Henderson Jr.
As Secretary

$.10 STATE DOCUMENTARY STAMPS CANCELLED

STATE OF FLORIDA)
)
COUNTY OF LEE)

Personally appeared before me J. A. FRANKLIN and R. A. HENDERSON, Jr., both to me well known and known to me to be the persons described in and who executed the foregoing,

P/B 8, PAGE 92

TERMINATION OF THOROUGHFARE AFFIDAVIT INSTR#2017000139236, RECORDED 6/27/2017; DESCRIPTION: THE DEPONENT KNOWS AND VERILY SAYS LEE COUNTY, THROUGH ITS EMPLOYEES AND CONTRACTORS MAINTAINED SOUTH ROAD, BETWEEN U.S. 41(CLEVELAND AVENUE) AND DANLEY DRIVE, UNTIL IT WAS REALIGNED AND RENAMED TO SOUTH AIRPORT ROAD. DEPONENT FURTHER STATES THAT A CERTIFICATE OF COMPLIANCE WAS ISSUED FOR THE SOUTH ROAD REALIGNMENT PROJECT ON SEPTEMBER 23,2015, AFFIRMING COMPLETION OF THE FINAL DEVELOPMENT ORDER NO DOS2012-00017. AS A RESULT OF THE REALIGNMENT OF SOUTH ROAD, THAT PORTION OF THE RIGHT-OF-WAY LOCATED WEST OF DANLEY DRIVE, AS DESCRIBED IN ATTACHED EXHIBIT "A", WAS CLOSED BY THE DEPARTMENT OF TRANSPORTATION AND

PETITION TO VACATE:
VAC2019-00018
DESCRIPTION:PORTION OF THIRD ST BOUNDED BY E LINE OF BLK K TO THE W, THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH ST TO THE N, W LINE OF BLK L TO THE E & N RIGHT-OF-WAY LINE OF IONA DRAINAGE DISTRICT CANAL L TO THE S LYING IN THE N ¼ OF SEC12,TWP45S,RGE24E
PLAT BOOK AND PAGE: 8/92
DATE OF APPROVAL: 02/18/2020 – 9:30 AM PM
RESOLUTION NO. 20-02-08
INSTRUMENT # 2020000061992

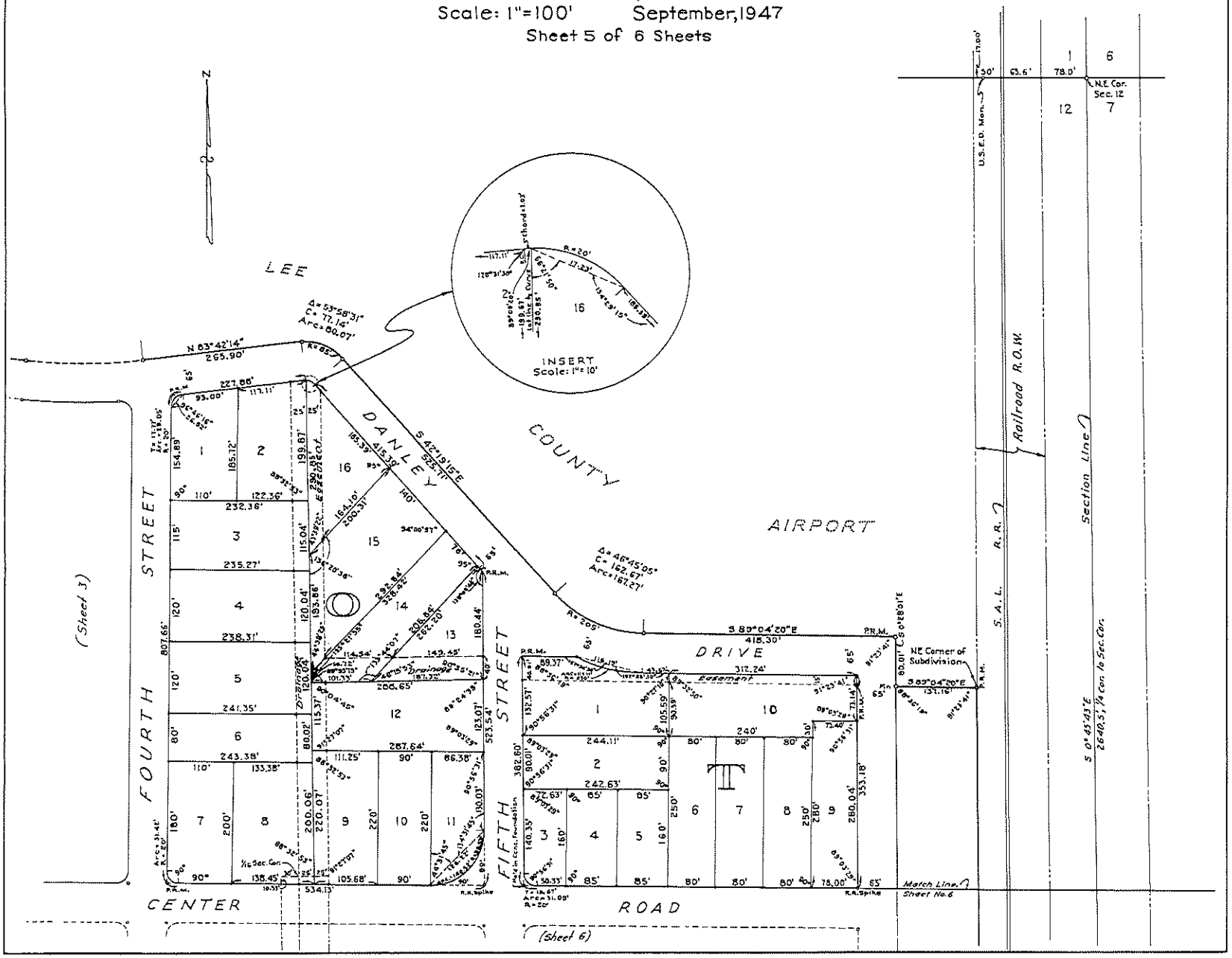
PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 6 of 6 Sheets

UNPLATTED
Petition to Vacate
Description:Vacation of portion of 5th St
CCMB:13 Page:271
Date of Approval:1/23/57

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 5 of 6 Sheets



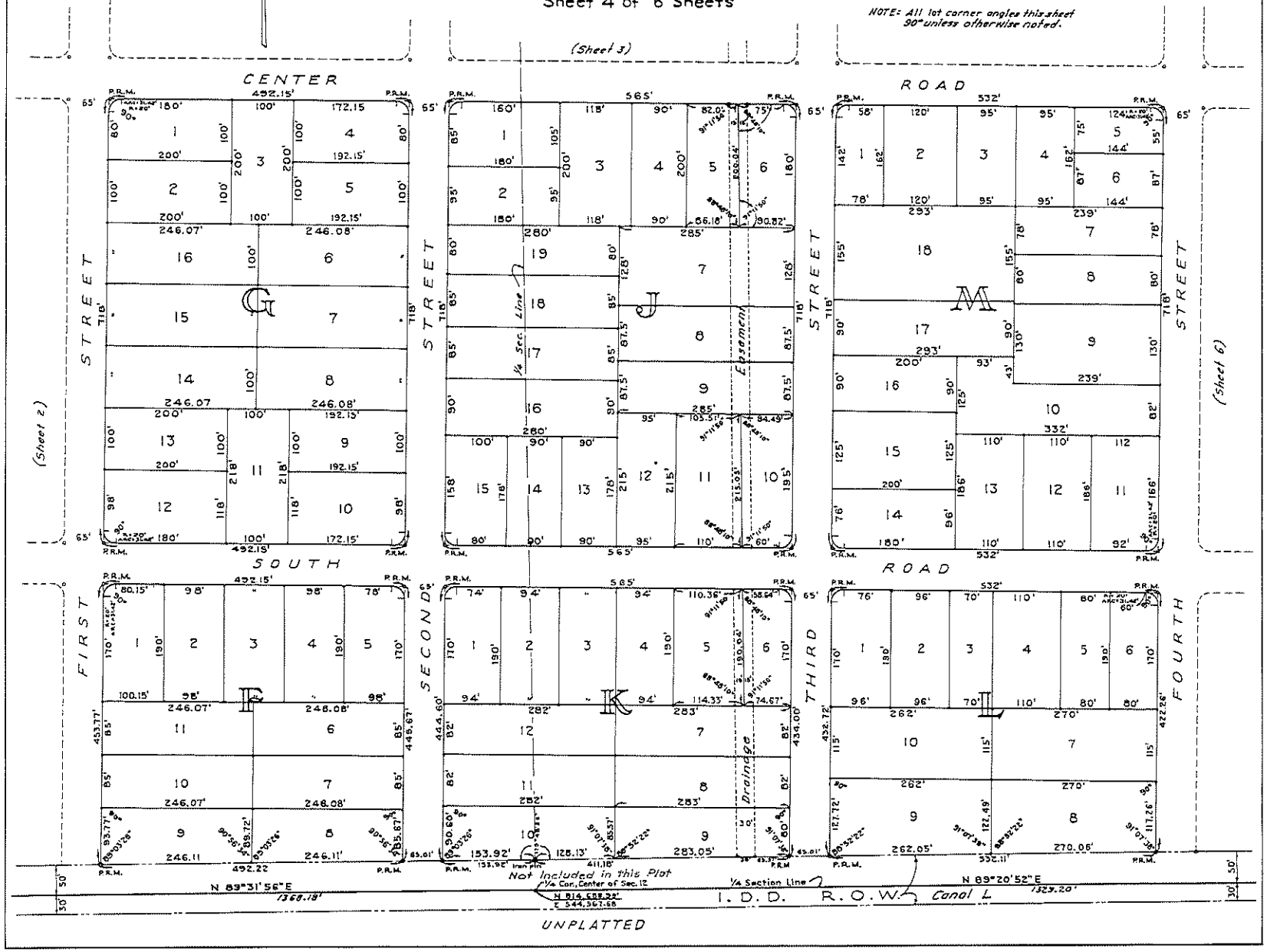
DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

PAGE PARK

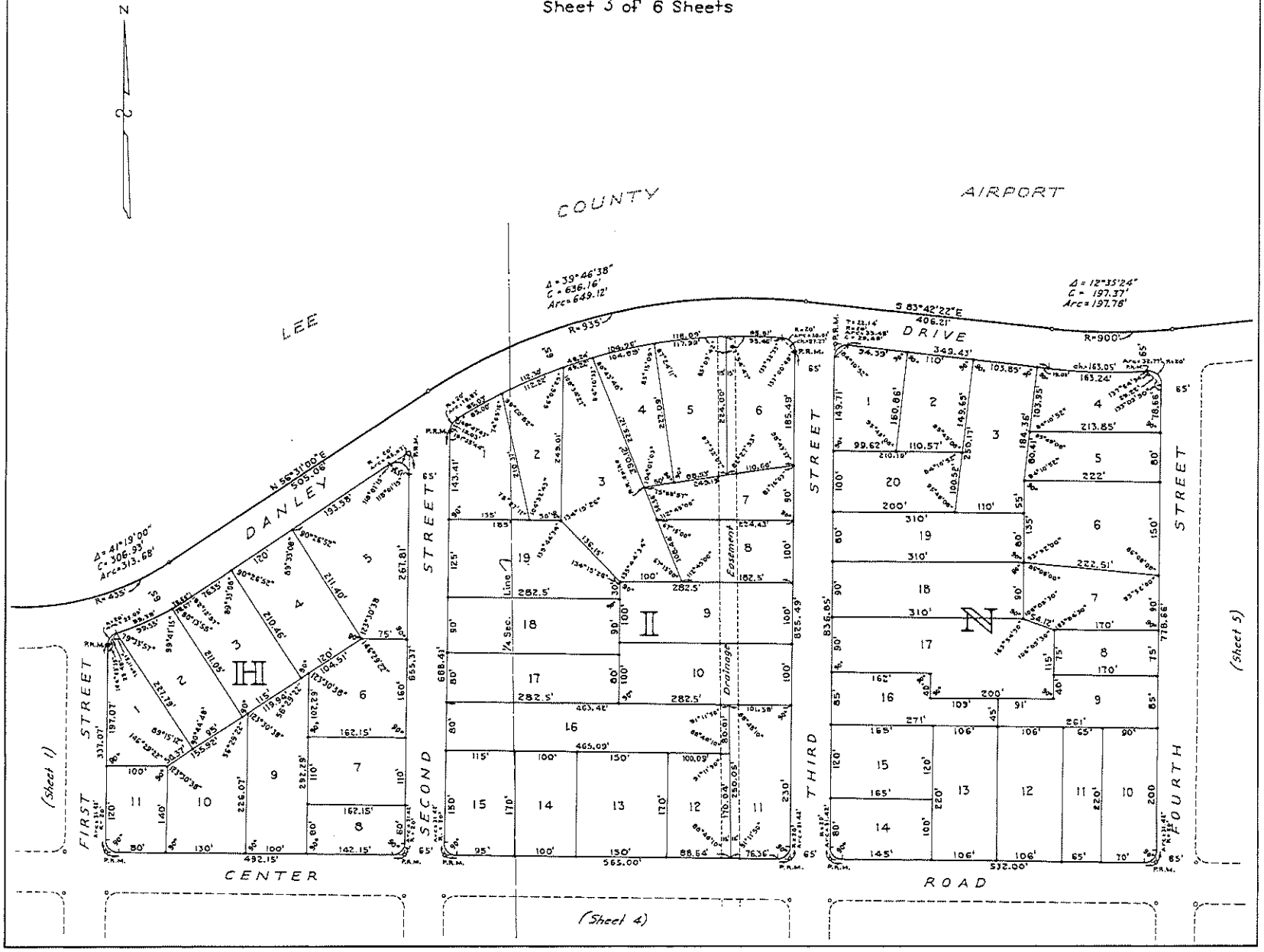
A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R 24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 4 of 6 Sheets

NOTE: All lot corner angles this sheet 90° unless otherwise noted.



PAGE PARK

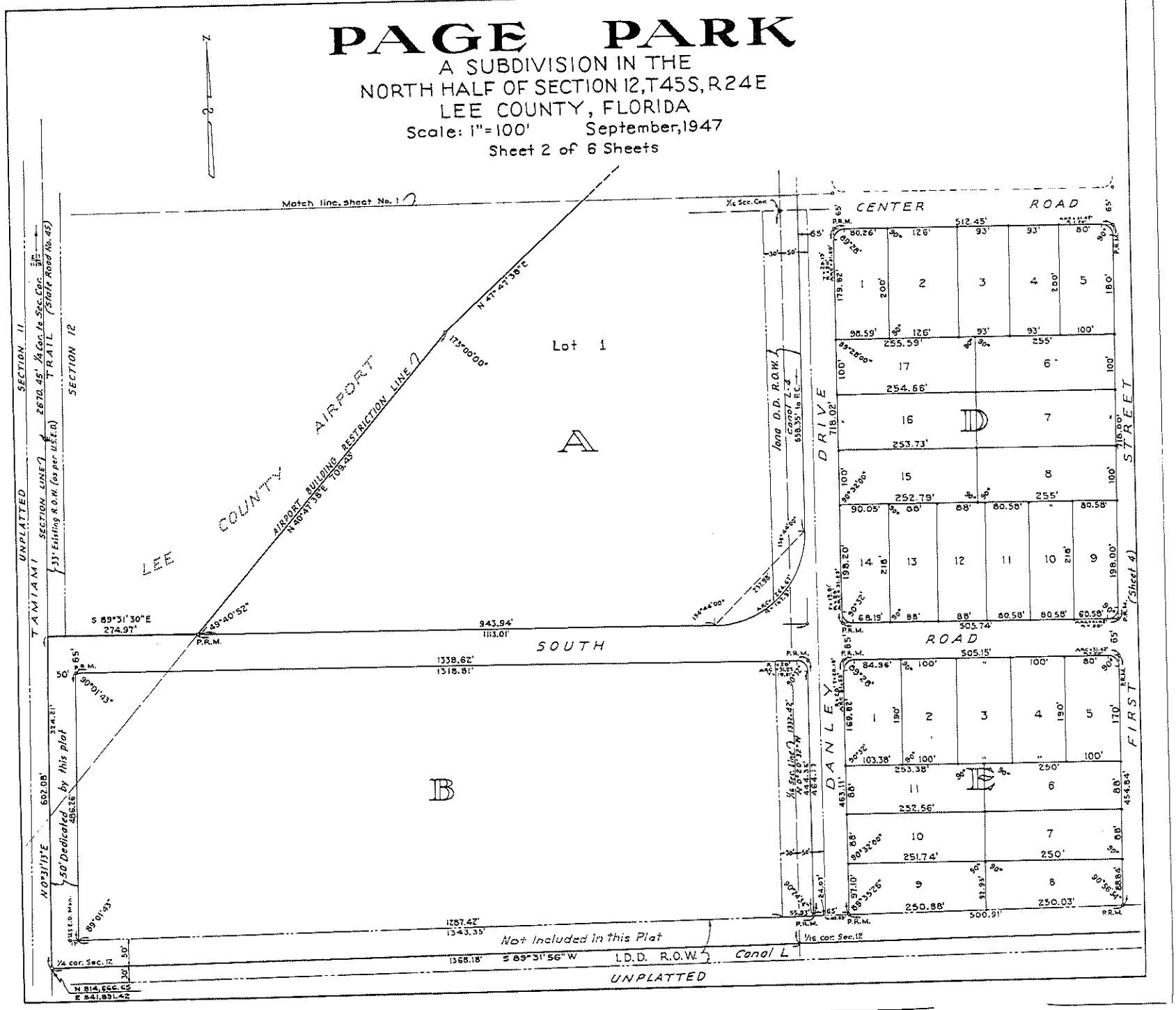
A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 3 of 6 Sheets



DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 2 of 6 Sheets



DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 1 of 6 Sheets

DESCRIPTION

Beginning at the Quarter Section Corner on the West line of Section 12, T45S, R 24 E (Coordinates N 814,666.65; E 541,851.42) run N 0°30'13"E along the West line of said Section for 802.08'; thence S 89°31'30"E for 274.97'; thence N 40°47'38"E for 709.45'; thence N 47°47'38"E parallel to and 750' at right angle from the Center Line of the NE/SW Runway of the Lee County Airport, for 1029.55'; thence S 78°41'52"E for 207.41'; thence S 82°10'00"E for 132.78'; thence Southeasterly to Northeasterly along an arc of a curve to the left, of radius 455' and Central Angle 41°19'00", for 313.68'; thence N 56°31'00"E for 505.06'; thence Northeasterly to Southeasterly along an arc of a curve to the right, of radius 935' and Central angle of 39°46'58" for 649.12'; thence S 83°42'22"E for 406.21'; thence Southeasterly to Northeasterly along an arc of a curve to the left, of radius 900' and Central Angle of 12°35'24", for 197.76'; thence N 83°42'14"E for 265.90'; thence Northeasterly to Southeasterly along an arc of a curve to the right, of radius 85' and Central Angle of 53°58'31" for 80.07'; thence S 42°19'15"E for 325.71'; thence Southeasterly along an arc of curve to the left, of radius 205' and Central Angle of 46°45'05" for 167.27'; thence S 89°04'20"E for 418.30'; thence S 0°28'01"E for 80.01'; thence S 89°04'20"E for 137.16' more or less to the West Right of Way line of the Seaboard Air Line Railroad; thence S 0°28'01"E along said Right of Way for 1628.65' more or less to a point on the east and west quarter section line of Section 12 (Coordinates N 814,716.84, E 547,020.72); thence S 89°20'32"W for 2455.20' to the quarter corner in the center of Sec. 12 (Coordinates N 814,668.99; E 544,567.68); thence S 89°31'56"W for 2736.36' more or less, to the point of beginning; subject to the existing Right-of-Way by usage of State Road No. 45 (Tamiami Trail) over the westerly 33' thereof and the easement Rights-of-Way of the Iona D.D. over the southerly 50' and easterly 30' of the SW¼ of the NW¼, the southerly 50' and westerly 50' of the SE¼ of the NW¼, the southerly 50' and easterly 30' of the SW¼ of the NE¼, and the westerly 50' of the SE¼ of the NE¼. The parcel hereinabove described contains 206.38 acres more or less, and all bearings and coordinates referred to in its description are for the Florida Mercator (West Zone) Coordinate System with central meridian of Long. 82°00'00", as established in Section 12 by the U.S. Engineer Department.

NOTES

⊣ P.R.M. Indicates 4"x4"x24" Concrete Monument Permanent Reference Mark set.

┼ Indicates ⅝" round by 24" long reinforcing steel pin set.
On curved lot lines both chord and arc lengths are shown with angles to chords.

DEDICATION

LEE COUNTY, a County under the laws of Florida, the owner of the hereon described lands has caused this plat of PAGE PARK to be made and does hereby dedicate to the perpetual use of the Public all streets, drives and/or roads shown hereon, provided that such streets drives and/or roads shall revert to Lee County, its successors and assigns in event such streets, drives and/or roads are vacated, abandoned or otherwise cease to be used as Public thoroughfares or are discontinued by law; and further, Lee County reserves for itself, its successors and assigns the rights of way upon, under and over that portion of each lot platted that is within five (5) feet of the center line of any water supply main, sanitary or storm sewer main constructed prior to January 1, 1947 for the operation, maintenance, reconstruction and/or removal of said mains; and further, Lee County reserves for itself, its successors and assigns the rights of way upon, under and over such portion of each lot platted as is within the areas designated "Drainage Easement" or "Iona D.D. R.O.W." for the operation, maintenance and/or construction of drainage facilities.
IN WITNESS WHEREOF, Lee County has caused this dedication to be signed in its name and its seal affixed by its duly authorized officers, by and with the authority of its Board of Commissioners upon this 22nd day of October A.D. 1947.

LEE COUNTY, FLORIDA
by
D. J. Farabee — Clerk
Wm. Stringfellow — Chairman, Board of Commissioners

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE
I HEREBY CERTIFY that on this 22nd day of October A.D. 1947 before me personally appeared H.M. Stringfellow, and D.T. Farabee respectively Chairman and Clerk of the Board of Commissioners of Lee County, a County under the laws of Florida, to me known to be the persons described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said County and that the said dedication is the act and deed of said County.
WITNESS my hand and official seal at Fort Myers, said County and State, the day and year last aforesaid.

Wm. F. Wood
Notary Public State of Florida at large
My Commission expires Dec. 14 1947

APPROVALS

This plat accepted this 22nd day of October, A.D. 1947 in open meeting of the Board of County Commissioners of Lee County, Florida.

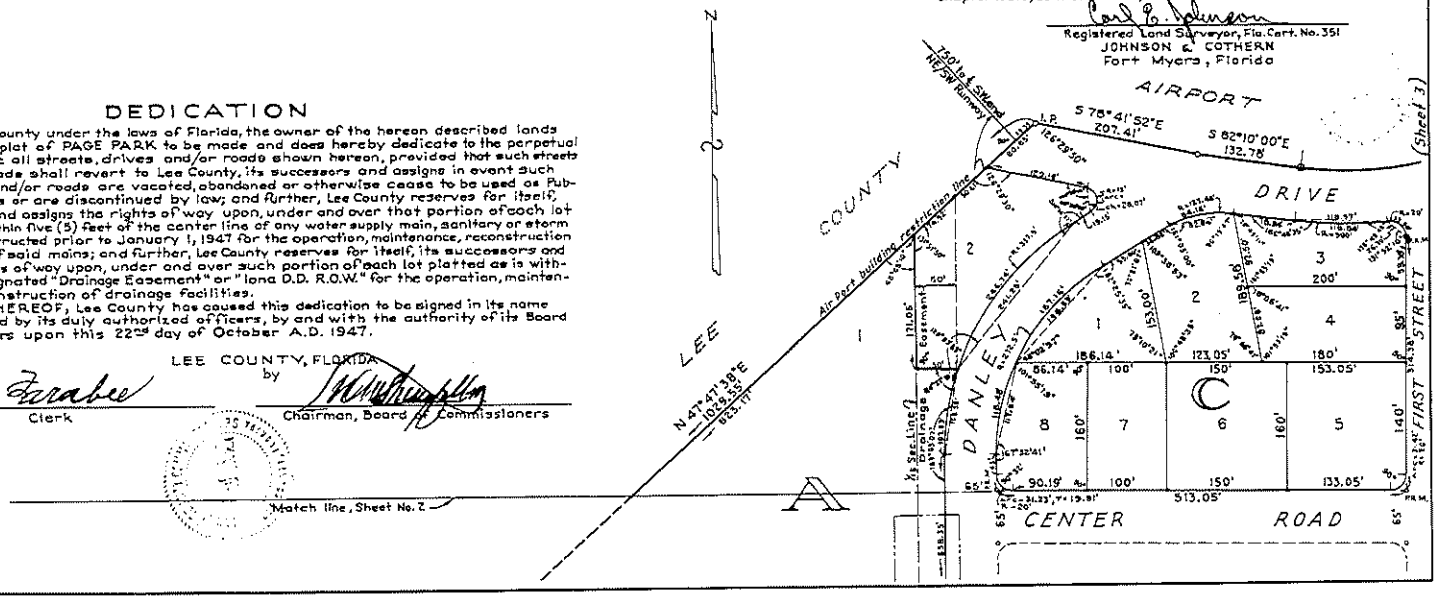
Approved:
Wm. Stringfellow — Chairman
D. J. Farabee — Clerk

I HEREBY CERTIFY that this plat of PAGE PARK has been examined by me and from my examination I find that said plat complies in form with the requirements of Chapter 10275, Laws of Florida, Acts of 1925.
I FURTHER CERTIFY that said plat was filed for record at 9:00 A.M. this 3rd day of November, A.D. 1947 and duly recorded in Plat Book No. 8 on Pages 92 to 97 inclusive, of the Public Records of Lee County, Florida.

11/21/5
D. J. Farabee
Clerk of Circuit Court in and for Lee County, Florida

I hereby certify that this plat of PAGE PARK is true and correct according to a recent survey made and platted under my direction and that Permanent Reference Monuments (P.R.M.'s) have been set in accordance with the provisions of Sec. 7, Chapter 10275, Laws of Florida, Acts of 1925.

Earl O. Johnson
Registered Land Surveyor, Fla. Cert. No. 351
JOHNSON & COTHERN
Fort Myers, Florida



PREPARED BY: THIS INSTRUMENT WAS PREPARED BY
FLORIDA POWER & LIGHT COMPANY
P. O. BOX 44, FORT MYERS, FLORIDA
BY B.A.Heffernan

913501

REC. 1128 PG 675

EASEMENT

DATE 03-04-76

SEC 12 TWP 45 RGE 24

In consideration of the payment to me/us by Florida Power & Light Company of $1.00 and other good and valuable consideration which I/we have received, I/we and those holding through me/us, grant and give to Florida Power & Light Company and its successors and assigns an easement for the construction, operation and maintenance of electric utility facilities (including wires, poles, guys, cables, conduits, transformer enclosures and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, change the size of or remove such facilities or any of them; to permit the attachment of conduits, wires or cables of any other Company or person; also, to cut, trim and keep clear all trees, brush and undergrowth or other obstructions that might endanger or interfere with said facilities, on, over, upon, under, and across my/our property described as follows:

Tract 1: The west 325 feet of Block B, Pago Park, according to plat recorded in Plat Book 8, at Page 96 of the Public Records of Lee County, Florida, except the West 200 feet of the North 200 feet of said Block B; subject to the Right-of-Way of State Road No. 45 over that part of the hereinabove described lands lying within 68 feet of the center line of said road, all being in Section 12, Township 45 South, Range 24 East. Tract 2: The East 100 feet of the West 425 feet of Block B, Pago Park, according to plat recorded in Plat Book 8, Page 96, of the Public Records of Lee County, Florida.

As shown on Florida Power & Light Company drawing marked "Exhibit A" attached hereto and made a part hereof.

STATE OF FLORIDA DOCUMENTARY STAMP TAX DEPT. OF REVENUE $0.30

FLORIDA SURTAX $0.55

In the presence of:

DEPARTMENT OF HIGHWAY SAFETY AND MOTOR VEHICLES STATE OF FLORIDA

L A Phelps (Seal)
Title

District Supervisor (Seal)
Title

(Seal)

(Seal)

STATE OF FLORIDA AND COUNTY OF Lee

I, a Notary Public, do hereby certify that L. A. Phelps and _____ known to me, personally appeared before me and acknowledged the execution of the foregoing instrument for the uses and purposes therein expressed.

WITNESS my hand and official seal in said County and State this 4th day of March 19 76

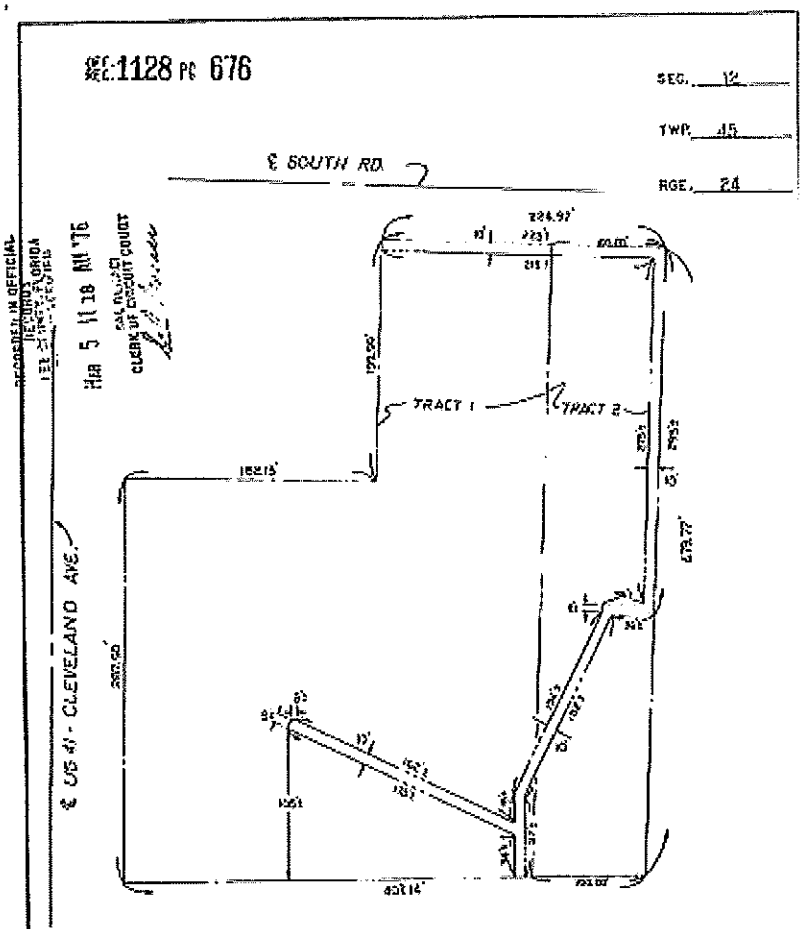
Notary Public, State of Florida at Large
My Commission expires: Commission Expires Dec. 23, 1977

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE

FORM 1128P REV. 1/73

RW/ROOTING 607 BR 7-530 STRUCT. NO.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023


O.R. 1128 PG 676
SEC. 12
TWP. 45
RGE. 24
℄ SOUTH RD.
RECORDED IN OFFICIAL RECORDS OF LEE COUNTY, FLORIDA
MAR 5 11 18 AM '76
CLERK OF CIRCUIT COURT
TRACT 1
TRACT 2
℄ US 41 - CLEVELAND AVE.
APPROVED L. A. Roberts DATE 3-4-76
EXHIBIT "A"
10' UTILITY EASEMENT FOR
FLORIDA POWER & LIGHT COMPANY
DATE FEB 20,1976
SCALE NONE
NO. DATE REVISION BY CK CHKD APP'D

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

53 pgs
240.00 D

2944628

LEE COUNTY ORDINANCE NO. 86-14

AN ORDINANCE RELATING TO GARBAGE AND SOLID WASTE COLLECTION WITHIN LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS AND A SPECIAL DISTRICT UNIT TO INCLUDE INCORPORATED AREAS OF THE COUNTY; TO BE KNOWN AS SOLID WASTE AND MANDATORY COLLECTION UNITS FOR SERVICE AREAS; PROVIDING FOR THE PURPOSE OF DISPENSING OF SOLID WASTE AND THE BOUNDARIES; ESTABLISHING A GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION; MANDATING SERVICES AND PAYMENT FOR SAME; LEVING SPECIAL ASSESSMENTS AND COLLECTION: PROHIBITING UNLAWFUL DISPOSAL: PENALTIES, SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

OR2189 PG3281

RECORD VERIFIED - CHARLIE GREEN, CLERK
By G. SHERWOOD, D.C.

WHEREAS, the Board of County Commissioners of Lee County, Florida finds that there is an inordinate amount of littering of and illegal dumping on the public right-of-way and private lands of Lee County, with garbage and waste generated within the residential and non-residential units of the County, resulting in the necessity for more stringent regulation of Garbage and Solid Waste collection practices within the County: and,

WHEREAS, Lee County has determined that a substantial number of commercial entities and residents in the County do not subscribe to a garbage or trash collection disposal service: and,

WHEREAS, the Courts of the State of Florida have determined that levies of fees for garbage and waste collection similar to those levied herein by Lee County are and can be levied as special assessments: and,

WHEREAS, it has been determined that it is necessary for the Board to exercise its authority under Florida Statute

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

INSTR # 2011000155714, Doc Type NOT, Pages 5, Recorded 07/11/2011 at 12:09 PM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee $44.00 Deputy Clerk SSMITH

(Clerk of Court Use Only)

NOTICE OF LOT SPLIT APPROVAL

Lee County hereby gives notice of approval of a lot split pursuant to Section 10-174 of the Lee County Land Development Code, upon the following property:

12-45-24-01-0000B.0000

The property owner is **Lee County** and the applicant for the Lot Split Approval is **Lee County Port Authority**

Reduced copies of the approved site plans are attached to this notice as "**Exhibits A**". For further details on this matter, any interested person should refer to file **#LDO2011-00067**, located in the offices of the Lee County Development Services Division.

Peter J. Eckenrode, Director
Development Services Division

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 8th day of July, 2011 by Peter J. Eckenrode, who is personally known to me, and who did not take an oath.

DEBORAH M. CARPENTER
Notary Public - State of Florida
My Comm. Expires Jun 2, 2015
Commission # EE 74610
Bonded Through National Notary Assn.

Deborah M Carpenter
Notary Public, State of Florida

DEBORAH M. CARPENTER
Printed Name

This instrument prepared by and to be returned to:

Lee County
Development Services Division
1500 Monroe Street
Fort Myers, FL 33901

S:\DO LETTERS\RECORDLOTSPLITAPPVL

DESCRIPTION TO ACCOMPANY SKETCH

OF A PARCEL OF LAND
LYING WITHIN
SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

Exhibit A

Division of Development Services
APPROVED
By MXH Date 3-29-11
For COMM LOT SPLIT
LDO 2011-00067
*Approval based on site information supplied by applicant.

DESCRIPTION

A PORTION OF BLOCK 'B', PAGE PARK, AS RECORDED IN PLAT BOOK 8, PAGES 92-97; PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEING FURTHER DESCRIBED AS FOLLOWS:
COMMENCING AT THE WEST ¼ CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST; THENCE RUN N 89°32'33" E ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 12 FOR 68.01 FEET TO THE EASTERLY RIGHT-OF-WAY OF U.S. 41 (S.R. 45) (RIGHT-OF-WAY WIDTH VARIES) AS PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 12010-2503, OFFICIAL RECORDS BOOK 191, PAGE 660 AND DEED BOOK 306, PAGE 277 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 00°29'37" E ALONG SAID RIGHT-OF-WAY FOR 50.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°29'37" E ALONG SAID RIGHT-OF-WAY FOR 284.60 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DEED BOOK 244, PAGE 134, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 89°31'55" E ALONG THE SOUTH LINE OF SAID PARCEL FOR 182.00 FEET; THENCE N 00°29'37" E ALONG THE EAST LINE OF SAID PARCEL FOR 200.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTH ROAD (65 FEET WIDE) AS PER SAID PLAT OF PAGE PARK; THENCE S 89°31'55" E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 216.86 FEET TO THE WESTERLY LINE OF A PARCEL OF LAND KNOWN AS JERRY BROOKS PARK, BEING DESCRIBED IN OFFICIAL RECORDS BOOK 4028, PAGE 4192; THENCE S 00°28'34" W ALONG SAID WESTERLY LINE FOR 478.15 FEET TO THE SOUTH LINE OF SAID BLOCK 'B'; THENCE S 89°32'33" W ALONG SAID SOUTH LINE FOR 399.06 FEET TO THE POINT OF BEGINNING.
SAID PARCEL CONTAINING 3.57 ACRES, MORE OR LESS

NOTES:
1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF COONER & ASSOCIATES, INC. IS LB-6773.
2. BEARINGS SHOWN ARE BASED ON THE MONUMENTED SOUTH LINE OF SOUTH ROAD AS BEING S 89°31'55" E.
3. LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS AND DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NOT VALID WITHOUT ALL SHEETS.

THIS IS NOT A SURVEY

SCOTT R. URQUHART
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6524
(FOR THE FIRM - LB 6773)
SIGNED THIS 10TH DAY OF FEBRUARY, 2011

■ 5670 ZIP DRIVE
FORT MYERS, FLORIDA 33905
TELEPHONE: 239.277.0722
FAX: 239.277.7179

COONER & ASSOCIATES, INC.
SURVEYING AND MAPPING
WWW.COONER.COM

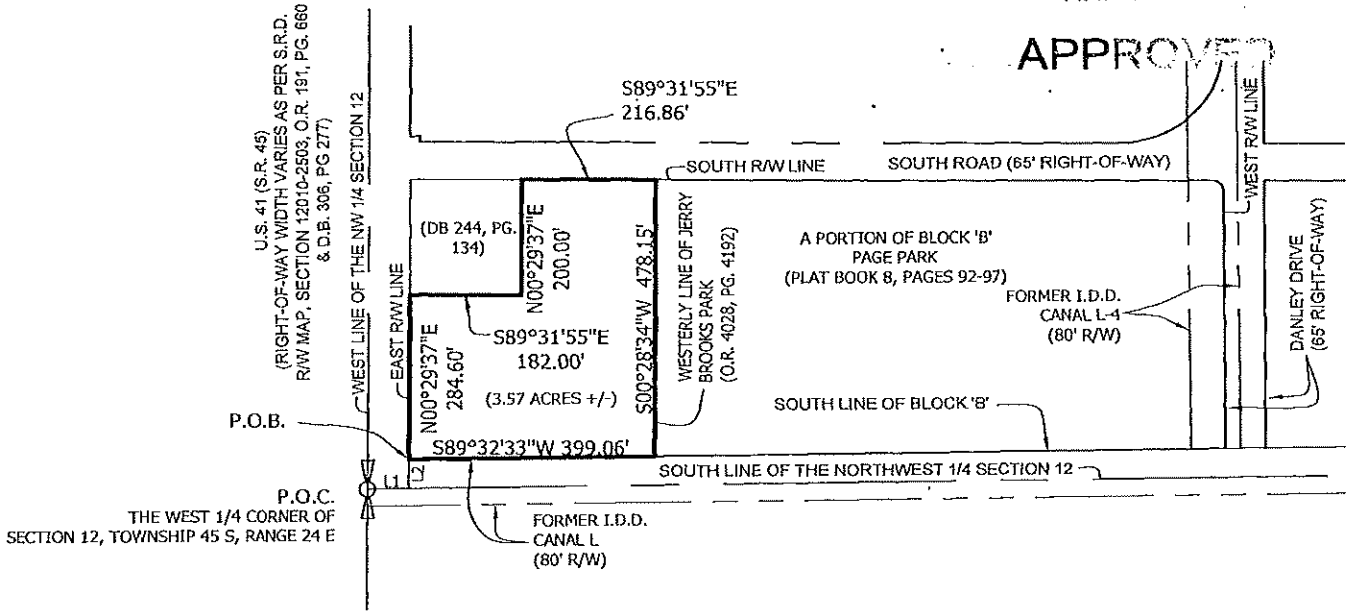
2351 RADEN DRIVE
LAND O'LAKES, FLORIDA 34639
TELEPHONE: 813.909.2693
FAX: 813.909.2841

SKETCH & DESCRIPTION A PORTION OF PAGE PARK, BLOCK 'B' LEE COUNTY, FLORIDA	COUNTY: LEE	DWG DATE: 1-25-11	LEE COUNTY PORT AUTHORITY	1 OF 2
	PROJECT NO.: 091202.02	DRAWN BY: SRU		
	DRAWING NO.: TRACT A	CHECKED BY: SS		
	REVISION:	REV. DATE:		

SKETCH TO ACCOMPANY DESCRIPTION

OF A PARCEL OF LAND
LYING WITHIN
SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

LDC
MAR 2 9 2011
APPROVED



ABBREVIATIONS

FT.	= FOOT
INC.	= INCORPORATED
LB	= LICENSED BUSINESS
O.R.	= OFFICIAL RECORD BOOK
NO.	= NUMBER
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
REV.	= REVISION
DWG	= DRAWING
R/W	= RIGHT-OF-WAY
I.D.D.	= IONA DRAINAGE DISTRICT
S.R.	= STATE ROAD
D.B.	= DEED BOOK
PG.	= PAGE

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N89°32'33"E	68.01
L2	N00°29'37"E	50.01

300 0 150 300
1 inch = 300 ft.
INTENDED DISPLAY SCALE

THIS IS NOT A SURVEY

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SKETCH & DESCRIPTION A PORTION OF PAGE PARK, BLOCK 'B' LEE COUNTY, FLORIDA	COUNTY: LEE	DWG DATE: 1-25-11	LEE COUNTY PORT AUTHORITY	2 OF 2
	PROJECT NO.: 091202.02	DRAWN BY: SRU		
	DRAWING NO.: TRACT A	CHECKED BY: SS		
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DESCRIPTION TO ACCOMPANY SKETCH

OF A PARCEL OF LAND
LYING WITHIN
SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

Division of Development Services
APPROVED
By MXH Date 3.29.11
For COMM LOT SPLIT
LDO2011-00067
*Approval based on site information supplied by applicant.

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SAID PARCEL CONTAINING 9.98 ACRES, MORE OR LESS

NOTES:
1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF COONER & ASSOCIATES, INC. IS LB-6773.
2. BEARINGS SHOWN ARE BASED ON THE MONUMENTED SOUTH LINE OF SOUTH ROAD AS BEING S 89°31'55" E.
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	PROJECT NO.: 091202.02	DRAWN BY: SRU		
	DRAWING NO.: TRACT B	CHECKED BY: SS		
	REVISION:	REV. DATE:		

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

SKETCH TO ACCOMPANY DESCRIPTION

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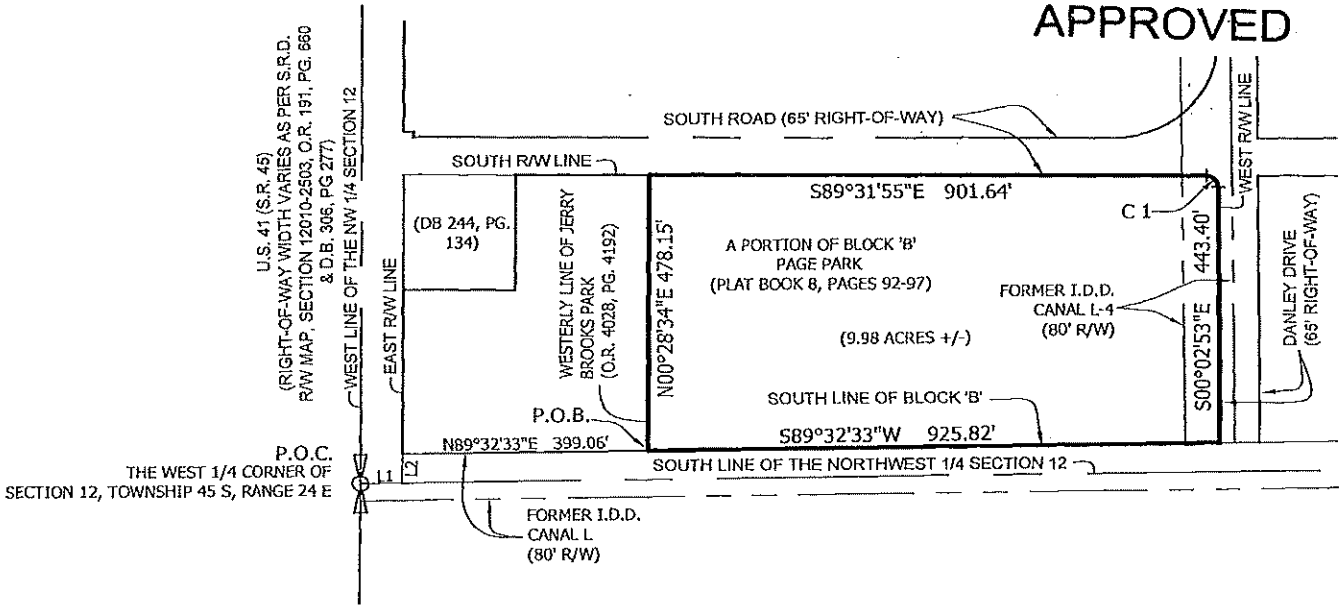
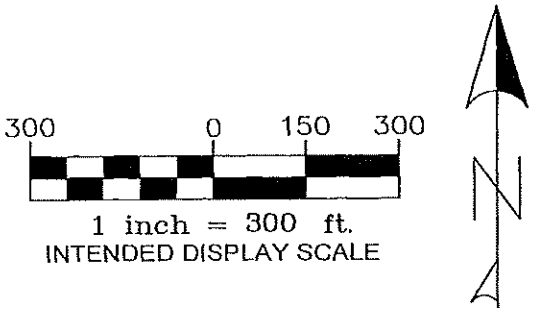
APPROVED





ABBREVIATIONS

FT.	= FOOT
INC.	= INCORPORATED
LB	= LICENSED BUSINESS
O.R.	= OFFICIAL RECORD BOOK
NO.	= NUMBER
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
REV.	= REVISION
DWG	= DRAWING
R/W	= RIGHT-OF-WAY
I.D.D.	= IONA DRAINAGE DISTRICT
S.R.	= STATE ROAD
D.B.	= DEED BOOK
PG.	= PAGE

CURVE TABLE

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	31.24	20.00	S44°47'24"E	28.16	89°29'02"

LINE TABLE

LINE	BEARING	DISTANCE
L1	N89°32'33"E	68.01
L2	N00°29'37"E	50.01

THIS IS NOT A SURVEY

■ 5670 ZIP DRIVE
FORT MYERS, FLORIDA 33905
TELEPHONE: 239.277.0722
FAX: 239.277.7179

COONER & ASSOCIATES, INC.
SURVEYING AND MAPPING
WWW.COONER.COM

□ 2351 RADEN DRIVE
LAND O'LAKES, FLORIDA 34639
TELEPHONE: 813.909.2693
FAX: 813.909.2841

SKETCH & DESCRIPTION A PORTION OF PAGE PARK, BLOCK 'B' LEE COUNTY, FLORIDA	COUNTY:	LEE	DWG DATE:	1-25-11	LEE COUNTY PORT AUTHORITY
	PROJECT NO.:	091202.02	DRAWN BY:	SRU	
	DRAWING NO.:	TRACT B	CHECKED BY:	SS	
	REVISION:		REV. DATE:		

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
INSTR # 2016000260963, Doc Type NOT, Pages 2, Recorded 12/12/2016 at 12:54 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $18.50 Deputy Clerk ERECORD

DOS2016-00032 Lee County ePlan

NOTICE OF DEVELOPMENT ORDER APPROVAL

In accordance with Chapter 10 of the Lee County Land Development Code, a Development Order No. DOS2016-00032 has been approved and issued for the following property in Lee County, Florida.

See "Attachment A

CAUTION The Approved Development Order is not an approved subdivision plat and should not be construed as such. The sale and purchase of land subject to this Development Order should contain a legal description other than mere reference to the Development Order. A separate subdivision plat may also be recorded in the public records of Lee County. The contents of the approved Development Order are on file with the Lee County Development Services Division.

Current Project Name: ALDI GROCERY STORE

Current Applicable Strap Numbers: 124524010000B0010

This document is recorded to serve notice that any improvement to land, including but not limited to grading, drainage, construction of buildings or structures, or division of the property described above into smaller parcels shall be done in accordance with the above referenced Development Order. Improvements to the land described above have been approved in the Development Order.

ANY SALE OR PURCHASE OF ANY PORTION OF THE LAND SUBJECT TO THIS DEVELOPMENT ORDER MAY TRIGGER THE NEED FOR A NEW DEVELOPMENT ORDER, EXEMPTION, OR SUBDIVISION PLAT BEFORE ANY BUILDING PERMITS, OCCUPANCY PERMITS, OR OTHER APPROVALS MAY BE GRANTED.

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

Electronically signed on 12/9/2016 by
Marcus Evans, Senior Engineer
Lee County Development Services

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

LEGAL DESCRIPTION: FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT FILE NO.: NCS-771038-TAM

A PORTION OF BLOCK 'B', PAGE PARK, AS RECORDED IN PLAT BOOK 8, PAGES 92-97, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST ¼ CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST; THENCE RUN N 89°32'33" E ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 12 FOR 68.01 FEET TO THE EASTERLY RIGHT-OF-WAY OF U.S. 41 (S.R. 45) (RIGHT OF WAY WIDTH VARIES) AS PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 12010-2503, OFFICIAL RECORDS BOOK 191, PAGE 660 AND DEED BOOK 306, PAGE 277, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 00°29'37" E ALONG SAID RIGHT-OF-WAY FOR 50.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°29'37" E ALONG SAID RIGHT-OF-WAY FOR 284.60 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DEED BOOK 244, PAGE 134, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 89°31'55" E ALONG THE SOUTH LINE OF SAID PARCEL FOR 182.00 FEET; THENCE N 00°29'37" E ALONG THE WEST LINE OF SAID PARCEL FOR 200.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTH ROAD AS PER SAID PLAT OF PAGE PARK; THENCE S 89°31'55" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR 216.86 FEET TO THE WESTERLY LINE OF PARCEL OF LAND KNOWN AS JERRY BROOKS PARK, BEING DESCRIBED IN OFFICIAL RECORDS BOOK 4028, PAGE 4192; THENCE S 00°28'34" W ALONG SAID WESTERLY LINE FOR 478.15 FEET TO THE SOUTH LINE OF SAID BLOCK 'B'; THENCE S 89°32'33" W ALONG SAID SOUTH LINE FOR 399.06 FEET TO THE POINT OF BEGINNING.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
INSTR # 2017000018350, Doc Type NOT, Pages 3, Recorded 01/26/2017 at 09:56 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk ERECORD

RECORDED NOTICE OF ENVIRONMENTAL RESOURCE PERMIT

Document Prepared By:
South Florida Water Management District (SFWMD)

Return to:

Name	Regulation Division
Agency Name	South Florida Water Management District (SFWMD)
Street Address	3301 Gun Club Road
City, State, Zip	West Palm Beach, FL 33406

RE:	Permit No.:	36-08687-P
	Grantee:	Aldi – US 41 and South Airport Road
	Parcel ID:	1245240100008B0010
	County:	Lee

Notice

The SFWMD (Agency) hereby gives notice that Environmental Resource Permit No. 36-08687-P has been issued to authorize the construction or modification of a stormwater management system, works or other activities to serve the real-property described on Exhibit "A" attached hereto and made a part hereof ("Premises"). This property is subject to the requirements and restrictions set forth in Chapter 373, Florida Statutes and Rule 62-330, Florida Administrative Code.

Within thirty (30) days of any transfer of interest or control of that portion of the premises containing the stormwater management system, works or other activities (or any portion thereof), the permittee must notify the Agency in writing of the property transfer. Notification of the transfer does not by itself constitute a permit transfer. Therefore, purchasers of that portion of the premises containing the stormwater management system, works or other activities regulated by the Agency (or any portion thereof) are notified that it is unlawful for any person to construct, alter, operate, maintain, remove or abandon any stormwater management system, dam, impoundment, reservoir, appurtenant work, works, or other activities, including dredging or filling, (or any combination thereof), without first having obtained an environmental resource permit from the Agency in the purchaser's name.

Within thirty (30) days of the completion of construction of the stormwater management system, works or other activities regulated by the Agency, a signed and sealed construction completion certification must be submitted to Agency pursuant to the requirements of Rule 62-330.310, Florida Administrative Code.

This notice is applicable to property containing the regulated stormwater management system, works or other activities. For purposes of this notice only, these facilities include lakes, canals, swales, ditches, berms, retention or detention areas, water control structures, pumps, culverts, inlets, roads, and wetland mitigation areas, buffers and upland conservation areas, and docking facilities.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Conditions

The Permit is subject to the General Conditions set forth in Rule 62-330.350, Florida Administrative Code. The Permit also contains additional Special Conditions. Accordingly, interested parties should closely examine the entire Permit, all associated applications, and any subsequent modifications.

Conflict Between Notice and Permit
This Notice of Permit is not a complete summary of the Permit. Provisions in this Notice of Permit shall not be used in interpreting the Permit provisions. In the event of conflict between this Notice of Permit and the Permit, the Permit shall control.

This Notice is Not an Encumbrance
This Notice is for informational purposes only. It is not intended to be a lien, encumbrance, or cloud on the title of the premises.

Release
This Notice may not be released or removed from the public records without the prior written consent of the Agency.

This Notice of Permit is executed on this 17th day of January, 2017.

Lisandra Jones
Deputy District Clerk, For Agency

Agency Contact: Environmental Resource Compliance (ERC) Bureau Chief

STATE OF FLORIDA
COUNTY OF Palm Beach

The foregoing instrument was acknowledged before me this 17th day of January, 2017 by **Lisandra Jones**, as Deputy District Clerk of the South Florida Water Management District. He/She is personally known to me or has produced _____, as identification.

[Notary Seal]

BETH A. COLAVECCHIO
MY COMMISSION EXPIRES
NOVEMBER 9, 2020
GG 010329
Bonded thru
Troy Fain Insurance
NOTARY PUBLIC, STATE OF FLORIDA

Notary Public Signature

Beth A. Colavecchio
Printed, Typed or Stamped Name

Commission/Serial No: GG 010329

My Commission Expires: November 9, 2020

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

EXHIBIT A

LEGAL DESCRIPTION: FIRST AMERICAN TITLE INSURANCE COMPANY, TITLE COMMITMENT FILE NO.: NCS-771038-TAM

A PORTION OF BLOCK 'B', PAGE PARK, AS RECORDED IN PLAT BOOK 8, PAGES 92-97, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST ¼ CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST; THENCE RUN N 89°32'33" E ALONG THE SOUTH LINE OF THE NORTHWEST ¼ OF SAID SECTION 12 FOR 68.01 FEET TO THE EASTERLY RIGHT-OF-WAY OF U.S. 41 (S.R. 45) (RIGHT OF WAY WIDTH VARIES) AS PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 12010-2503, OFFICIAL RECORDS BOOK 191, PAGE 660 AND DEED BOOK 306, PAGE 277, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N 00°29'37" E ALONG SAID RIGHT-OF-WAY FOR 50.01 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 00°29'37" E ALONG SAID RIGHT-OF-WAY FOR 284.60 FEET TO THE SOUTH LINE OF A PARCEL OF LAND DESCRIBED IN DEED BOOK 244, PAGE 134, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 89°31'55" E ALONG THE SOUTH LINE OF SAID PARCEL FOR 182.00 FEET; THENCE N 00°29'37" E ALONG THE WEST LINE OF SAID PARCEL FOR 200.00 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF SOUTH ROAD AS PER SAID PLAT OF PAGE PARK; THENCE S 89°31'55" E ALONG SAID SOUTH RIGHT OF WAY LINE FOR 216.86 FEET TO THE WESTERLY LINE OF PARCEL OF LAND KNOWN AS JERRY BROOKS PARK, BEING DESCRIBED IN OFFICIAL RECORDS BOOK 4028, PAGE 4192; THENCE S 00°28'34" W ALONG SAID WESTERLY LINE FOR 478.15 FEET TO THE SOUTH LINE OF SAID BLOCK 'B'; THENCE S 89°32'33" W ALONG SAID SOUTH LINE FOR 399.06 FEET TO THE POINT OF BEGINNING.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
INSTR # 2017000129988, Doc Type EAS, Pages 3, Recorded 06/14/2017 at 12:29 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $27.00 Deputy Clerk MCOSSAIRT

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
Strap No. 01-45-24-00-00007.0000

Sec. 1, Twp. 45 S, Range 24 E

THIS SPACE FOR RECORDING

UTILITY EASEMENT

This indenture is made this 4th day of May, 2017, between LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902 ("Grantor") and FLORIDA POWER & LIGHT COMPANY, a Florida Corporation, whose mailing address is 15834 Winkler Road, Fort Myers, Florida 33908, its licensees, agents, successors and assigns ("Grantee"). The undersigned Grantor, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Grantee, an easement forever for the construction, operation and maintenance of underground electric utility facilities (including cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

See Exhibit "A" attached hereto ("Easement Area")

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area and to operate the same for power transmission or distribution or communications purposes; the right of ingress and egress to Grantor's property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of power transmission or distribution or communications; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

Grantee may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Area, including the right to construct or maintain facilities that longitudinally and laterally traverse the Easement Area and are found necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

In witness of the above, this easement is executed.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BY: Joyce Townsend
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: John Manning
Chair/Vice Chair

Approved as to Form for the Reliance of
Lee County Only:

BY: Peggy A. Hagler
Office of the County Attorney

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY FLORIDA

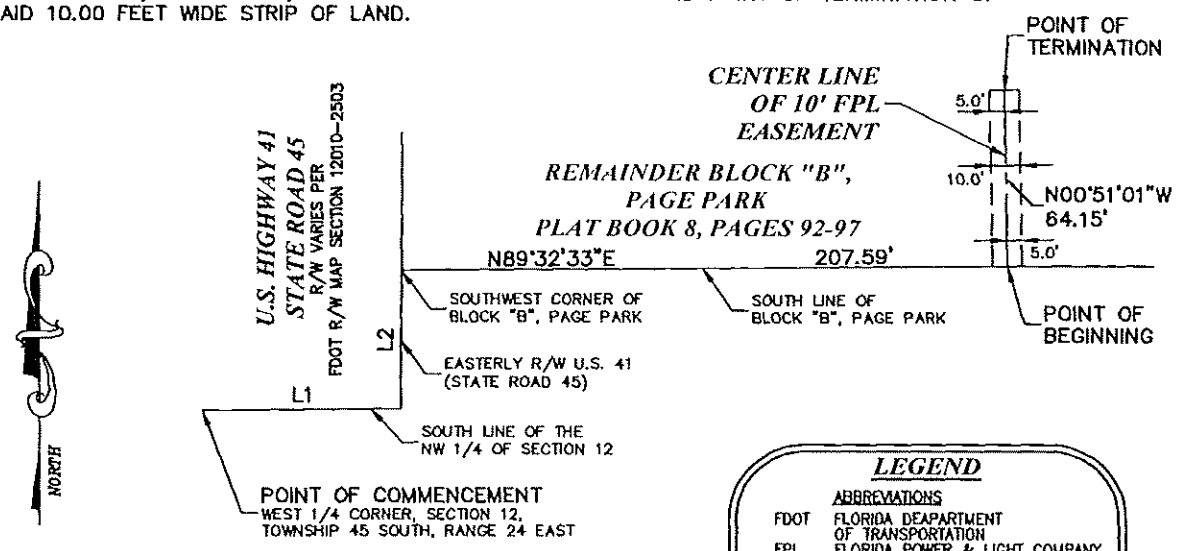
SKETCH OF DESCRIPTION

(NOT A BOUNDARY SURVEY)

LEGAL DESCRIPTION: (10' FLORIDA POWER & LIGHT COMPANY EASEMENT)

A 10.00 FEET WIDE STRIP OF LAND LYING IN BLOCK 'B', PAGE PARK, AS RECORDED IN PLAT BOOK 8, PAGES 92–97, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST 1/4 CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST; THENCE N89°32'33"E ALONG THE SOUTH LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12 A DISTANCE OF 68.01 FEET TO THE EASTERLY RIGHT–OF–WAY OF U.S. 41 (STATE ROAD 45) PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT–OF–WAY MAP, SECTION 12010–2503, OFFICIAL RECORDS BOOK 191, PAGE 660 AND DEED BOOK 306, PAGE 277, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N00°29'37"E ALONG SAID RIGHT–OF–WAY A DISTANCE OF 50.01 FEET, TO THE SOUTHWEST CORNER OF SAID BLOCK "B"; THENCE N89°32'33"E, ALONG THE SOUTH LINE OF SAID BLOCK "B", A DISTANCE OF 207.59 FEET TO THE POINT OF BEGINNING OF THE CENTERLINE OF A STRIP OF LAND 10.00 FEET WIDE LYING 5.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED LINE; DEPARTING SAID SOUTH LINE OF BLOCK "B", N00°51'01"W, A DISTANCE OF 64.15 FEET TO THE POINT OF TERMINATION OF SAID 10.00 FEET WIDE STRIP OF LAND.



LEGEND

ABBREVIATIONS

FDOT	FLORIDA DEAPARTMENT OF TRANSPORTATION
FPL	FLORIDA POWER & LIGHT COMPANY
LB	LICENSED BUSINESS NUMBER
LS	LICENSED SURVEYOR
PSM	PROFESSIONAL SURVEYOR AND MAPPER
R/W	RIGHT–OF–WAY

GRAPHIC SCALE

60 0 60

(IN FEET)

1 inch = 60 feet

LINE TABLE

LINE	BEARING	LENGTH
L1	N89°32'33"E	68.01'
L2	N00°29'37"E	50.01'

EBI Surveying
8415 Sunstate Street
Tampa, Florida 33634
Phone: (813) 886-6080 / Fax: (813) 886-6081
Certificate of Authorization Number: LB-7652

SKETCH REPORT:

1. UNLESS DIGITALLY SIGNED AND SEALED, THIS SKETCH OF DESCRIPTION AND/OR REPORT OR THE COPIES HEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES ARE PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.

SHEET NO. 1 OF 1

DATE: 02/11/2017
DRAWN: FRV
CHECKED: HAK
REVISION:
FILE: TH32FPLSODX.dwg
SCALE: 1" = 60'

PROJECT NUMBER:
THOM0032

SKETCH OF DESCRIPTION

10' FPL EASEMENT

PART OF BLOCK "B"

PAGE PARK
LEE COUNTY, FLORIDA

I HEREBY CERTIFY THAT THIS SKETCH OF DESCRIPTION WAS MADE UNDER MY DIRECTION AND MEETS THE STANDARDS OF PRACTICE REQUIREMENTS OF CHAPTER 5J–17 OF THE FLORIDA ADMINISTRATIVE CODE.

Henry A. Kilburn License Number 6661 STATE OF FLORIDA Professional Surveyor and Mapper

Digitally signed by Henry A. Kilburn
PSM LS-6661 STATE OF FLORIDA
Date: 2017.02.13 10:02:32 -05'00'

EXHIBIT "A"

Memorandum
from the
Department of County Lands

Title Certification
Strap Number(s): 01-45-24-P1-00060.08A
Folio ID(s):10186105

Certified to: Lee County Port Authority and South Florida Water Management District

Effective Date of Title Certification: July 31, 2023 at 5:00 pm

I have searched the Public Records of Lee County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A". I have made a careful examination of the Public Records of Lee County, Florida, with respect to the real property described in attached Exhibit "A". Based on the foregoing, we hereby certify Record Title to the above-described real property, as to the Effective Date of the Title Certification set forth above, is vested in:

Lee County as shown in attached Exhibit "B".

The following are all of those persons or entities holding a mortgage secured by the property:

N/A

The following are easements, rights of way and encumbrances affecting the property:

1) Quit Claim Deed between Lee County, Florida, a Political Subdivision and the State of Florida Department of Transportation recorded November 7, 1972, Official Records Book 871, Page 126, in the Public Records of Lee County, Florida.

2) Quit Claim Deed between Florida Power and Light Company, a corporation organized and existing under the laws of the State of Florida and State of Florida, for the use and benefit of the State Department of Transportation recorded January 8, 1973, Official Records Book 891, Page 224, in the Public Records of Lee County, Florida.

3) Quit Claim Deed between Lee County and the State of Florida, for the use and benefit of the State Department of Transportation recorded January 8, 1973, Official Records Book 891, Page 230, in the Public Records of Lee County, Florida.

4) Lee County Ordinances relating to garbage and solid waste collection, recorded November 30, 1990, Official Record Book 2189, Pages 3281, in the Public Records of Lee County, Florida.

5) Temporary Easement Agreement between Lee County Port Authority, a special district of the State of Florida and Fowler Street Development, LLC, a Florida limited liability company recorded February 9, 2018, Instrument No. 2018000032680, in the Public Records of Lee County, Florida.

NOTE: Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.

NOTE: Deed of Release by the United States of America, acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, recorded March 25, 1996 in Official Records Book 2688, Page 1578, Public Records of Lee county, Florida. Document is attached to the Quitclaim Deed recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida.

Tax Status:
01-45-24-P1-00060.008A – Subject property is assessed at $242,473.00 for 2023 with local government exemption of $242,473.00. There were no taxes due in 2022.

NOTE: This Property is tax exempt.

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search of the Public Records of Lee County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____
Marja Borkert
Property Acquisition Assistant

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Exhibit "A"

The south half of the Northeast Quarter, Sect. 1, TWP 45 S , R 24 E, less the East 357.95 feet and less a parcel of land described as follows;

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼;the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/15 and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Also the following easements and rights-of-way, said easements being located in the area known as Page Field, Lee County, Florida, and more particularly described as follows:

Exhibit "B"

County of Lee, acting by and through its Board of County Commissioners, a political subdivision of the State of Florida by Quitclaim Deed and Surrender of Lease from the United States of America, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the power and authority contained in the provisions of the Surplus Property Act of 1944, from recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida.

Lee County Property Appraiser

Tax Year 2022

Property Data

STRAP: 01-45-24-P1-00060.008A Folio ID: 10186105

Generated on 3/1/2023 8:57 AM

Owner Of Record - Sole Owner [Change Address]

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

Site Address

Site Address maintained by E911 Program Addressing

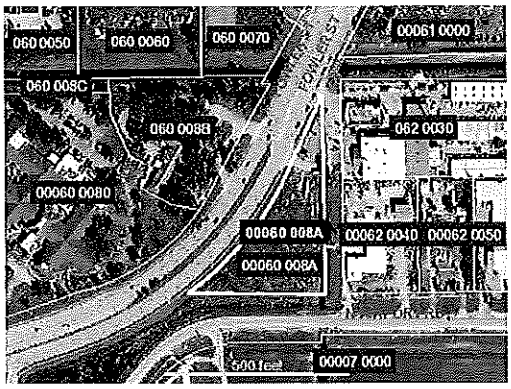
FOWLER ST
FORT MYERS FL 33907

Property Description

Do not use for legal documents!

THAT PART OF THE SE 1/4 OF
NE 1/4 OF NW 1/4 S + E OF
HAYMAN BLVD.

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

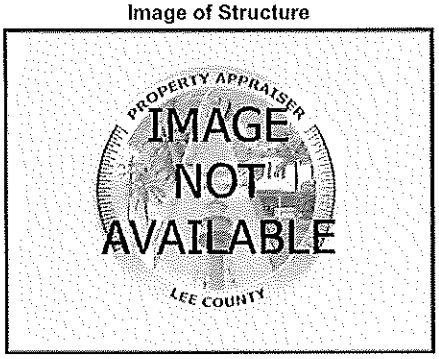
Tax Roll Value Letter Tax Refund Status

Just	242,473

Attributes

Land Units Of Measure	SF
Units	80824.41
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0
1st Year Building on Tax Roll	N/A
Historic Designation	No

Image of Structure



Exemptions / Classified Use (Current)

Generated on 3/1/2023 8:57 AM

Exemptions / Classifed Use (2022 Tax Roll)

Generated on 3/1/2023 8:57 AM

Values (2022 Tax Roll)

Generated on 3/1/2023 8:57 AM

Taxing Authorities

Generated on 3/1/2023 8:57 AM

Sales / Transactions

Generated on 3/1/2023 8:57 AM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
100.00	06/01/1947	25/260	03		V

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

Building/Construction Permit Data

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR LEE COUNTY, FLORIDA **2022 Paid Real Estate**

Account Number:
01-45-24-P1-00060.008A

Alternate Key:
2100105061

Millage Code:
090

Site Address / Legal Description:
FOWLER ST

THAT PART OF THE SE 1/4 OF NE 1/4 OF NW 1/4 S + E OF HAYMAN BLVD.

*** See message below**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Amount Due: $0.00

If Paid By: Aug 31, 2023

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	242,473	242,473	0	0.00
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	242,473	242,473	0	0.00
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.3090	242,473	242,473	0	0.00
CITY OF FORT MYERS	239-321-7185	6.9999	242,473	242,473	0	0.00
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	242,473	242,473	0	0.00
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	242,473	242,473	0	0.00
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	242,473	242,473	0	0.00
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	242,473	242,473	0	0.00
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0225	242,473	242,473	0	0.00
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	242,473	242,473	0	0.00
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	242,473	242,473	0	0.00

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount

Keep for your records

2022 Combined Total Ad Valorem and Non-Ad Valorem: $0.00

2022 Paid Real Estate

Account:	01-45-24-P1-00060.008A
Site Address:	FOWLER ST, FORT MYERS, 33907
Alternate Key:	2100105061

If Paid By:	Amount Due:
Aug 31, 2023	$0.00

Phone/Email Contact: _____

***If the address below is not correct, visit www.leepa.org to update your address.**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

115893

QUITCLAIM DEED AND SURENDER OF LEASE

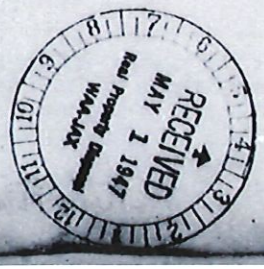
THIS INDENTURE, made this 4th day of June, 1947, between the UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part, and the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, party of the second part.

WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its convenant to abide by and agreement to certain other reservations, restrictions and conditions all as set out hereinafter, has remised, released, sold, assigned, transferred, delivered and quitclaimed but without representations or warranty whatsoever, and by these presents does remise, release, sell, assign, transfer, deliver and quitclaim, but without representations or warranty whatsoever, to the said party of the second part, its successors and assigns under the subject to the reservations, restrictions and conditions exceptions and reservation of property and rights hereinafter set out, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of Lee, State of Florida, to-wit:

The south half of the Northeast Quarter, Sect. 1, TWP 45 S , R 24 E, less the East 357.95 feet and less a parcel of land described as follows;

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼;the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/14 and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Also the following easements and rights-of-way, said easements being located in the area known as Page Field, Lee County, Florida, and more particularly described as follows:





DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Avigation easement obtained by the United States Government under indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 252, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 214 of Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 249, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 248, Lee County Records;

Avigation easement dated June 2, 1942, recorded in Deed Book, 155 p. 137; and

Perpetual easement for an outfall canal, obtained by the Government by indenture dated February 26, 1945 and recorded in Deed Book 159, p. 137;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated December 27, 1944, recorded in Deed Book 157, p. 311;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated January 16, 1945, recorded in Deed Book 159, p. 130, Lee County Records.

TOGETHER the following buildings and improvements located on all land hereinabove expressly described, and on land leased from Lee County, Florida, as hereinafter set forth:

All of the runways, taxiways, parking aprons, field marking and lighting, drainage system, control tower, water system, sewage disposal system, telephone system, and buildings listed as follows:

T-1314	T-1304	T-1306	T-1308-1	T-906	T-712	T-712-1	T-315
T-1303	T-1309	T-1305	T-1114	T-907	T-717	T-511	T-211

And also the following described equipment:

DESCRIPTION	DECLARATION DATA	WAA NO.
Grader, Motor, Adams, Ser.871 W-542427, 12' blade, semi-Diesel R&U GM-133	PF-PE-RFC-3 12/27/46, Item 1 Post Eng. PAAF	99-19527
Concrete Mixer, REX, on wheels Ser. #SKF-323 R&U GM-79	PF-PE-RFC-3 12/27/46, Item 2 Post Eng. PAAF	99-19527
Crane (Dragline) Truck, USA ,4169554 R&U, DE-32, Model T60, Hercules Mtr. #1311673, w/1 Clam Bucket 3/8 cu.yds. R&U CD-50, One Drag Bucket 3/8 cu.yds. Hendrix #1771, R&U DE-51	PF-PE-RFC-5 1/9/46 Crane, Page 1, Item 8 Clam Bucket, p. 1 Item 11, Drag Bucket P. 2, Item 10 Post Eng. PAAF	677419
Mower, Gang, 7 Sections, Worthington Grass Blitzer	PF-PE-RFC-6 1/9/46 Page 1, Item 3 Post Engr. PAAF	99-20622
Air Compressor, Schramm, Portable Rubber Tire, Trailer, N0652530 Model-60, Ser. 95149, R&U AC-46	PF-PE-RFC-7 1/9/46, Item 1, Page 1 Post Eng. PAAF	16849
Distributor, Asphalt, 300 gals. Wisconsin Mtr, Standard Pump #434589,-3 Patch hose, 6' Spray Bar R&U DS-44	PF-PE-RFC-5 1/9/46, Item 1 Page 1 Post Eng. PAAF	677410
	S-RFC-90 8/1/46, Page 1 Item 1	Unrecorded

DCI2023-00018, Lee County ePlan Additional info dated 08-31-2023

Roller, Road, Gas Engine Tandem US-828606, Wisconsin Engine, R&U 404	PF-PE-RFC-5 1/9/46, Page 1, Item 4 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 2	Unrecorded
Sweeper, Grace 2 Way, Ser. #825 One Extra Brush & Br. Filler R&U SR-56, U.S. Reg. W-744467	PF-PE-RFC-5 1/9/46, Page 1, Item 6 Brush & Brush Filler Page 2, Item #12 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 3	Unrecorded
Mower, Gang. 7 Sect. Worthington Grass Blitzer #A-5847, A-5767-A-5890 A-5807, A-4799, A-5847, & A-5854	PF-PE-RFC-6 1/9/46, Item 1, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 1, P. 1.	Unrecorded
Tractor, Case, Mower, w/5' Side Mower, blade # 825939 Model VAI #4700606, Ser. #12642 R&U MO 45	PF-PE-RFC-6 1/9/46, Item 8, p. 11 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 4, P. 1	Unrecorded
Tractor, Case, Mower, w/5' Side Mower Blade, W 825940 Model VAI #4760640, Ser. Eng. 12453, R&U MO-45	PF-PE-RFC-6 1/9/46, Item 7, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 3, P. 1	Unrecorded
Brush, Filling Machine Mod. T-17A R&U #SR-56	S-RFC-90 8/1/46, Page 1, Item 4	Unrecorded
Distributor, Fertilizer Ser. #15242, Model 3	S-RFC-91 8/1/46, Page 1, Item 2	Unrecorded
Fire Truck, Class 500 Pumper, GMC Serial #M-563652	Unknown (now being used for protection of Field)	Unrecorded

The above described premises are transferred subject to existing easements for roads, highways, public utilities, railways and pipelines.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all property in the nature of equipment, furnishings and other personal property located on the premises expressly hereinbefore described and on the leased premises hereinbefore mentioned, and on the leased premises hereinafter described, which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on such premises which is required for the efficient operation for air port purposes of the structures and improvements specifically listed hereinabove, as being transferred hereby; and further excepting from this conveyance all structures on such premises other than structures specifically described or enumerated above as being conveyed hereunder, and reserving to the party of the first part the right of removal from the premises of the property and structures excepted hereby, within a reasonable period of time after the date hereof, which shall not be construed to mean any period less than one (1) year after the date of this instrument.

RECEIVED

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By accepting this instrument or any rights hereunder, the said party of the second part hereby releases the party of the first part from any and all liability for all claims for losses or damage arising out of the exceptions and the reservations above. Further, the party of the first part, for the considerations expressed, does hereby surrender, subject to the terms and conditions of this instrument the interest of the party of the first part in that certain lease dated the 19th day of February 1942, as modified by Supplemental Agreements dated July 15, 1942 and March 5, 1945, from the party of the second part to the party of the first part, covering the properties generally described and referred to as Page Field, containing 628 acres of land, more or less, and located in the County of Lee, State of Florida, and more particularly described as follows:

> Beginning at a point on the South line of Section 1, TWP 45 South, Range 24 E, at a point where the West right-of-way line of the Seaboard Air Line Railroad intersects said Section line 162.7 feet, more or less West of the SE corner of said Section; run thence West along the South line of Section 1, TWP 45 South, Range 24 E, to a point 320 feet East of the SW corner of said section; run thence N. 824 feet; thence East 1000 feet; thence North 476 feet; thence East 642 feet; thence North 660 feet; thence West 311 feet; thence North 660 feet; thence West 991 feet; thence North 1320 feet; thence East 1320 feet; thence South 660 feet; thence East 660 feet; thence South 660 feet; thence East 1070 feet; thence North 809 feet; thence East 1400 feet, more or less, to the West right-of-way line of the Seaboard Air Line Railroad; thence Southerly along the West right-of-way line of said Railroad to the point of Beginning.
>
> ALSO - the N half ($N\frac{1}{2}$) of Section 12, TWP 45 S, Range 24 E, less right-of-way of Seaboard Air Line Railroad on East side and paved highway (U.S.#41) on West side.
>
> All of said lands being in Lee County, Florida, and containing in all 618 acres, more or less.
>
> ALSO - Tracts 4 and 5 of the subdivision in the North half ($N\frac{1}{2}$) of Southwest Quarter ($SW\frac{1}{4}$) of Section 1, TWP 45 S, Range 24 E, as shown on Plat of said subdivision, recorded in Plat Book 3, page 45, of the Public Records of Lee County, Florida, and containing 10 acres, more or less.

which Lease, as modified, would otherwise continue in full force and effect until six (6) months from the date of the termination of the unlimited emergency as declared by the President of the United States on May 22, 1941, Proclamation 2487 or June 30, 1967, whichever shall occur first, subject to the provisions thereof.

The party of the second part does hereby release the party of the first part from any and all claims which exist or may arise under the provisions of the aforesaid lease, except claims, as to the airport property, which may be submitted under Section 17 of the Federal Airport Act.

DCI2023-00018 Lee County ePlan Additional info dated 08.31.2023

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that transfer of the property transferred by this instrument is accepted subject to the following restrictions set forth in sub-paragraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders, provided that said reservations and restrictions shall not apply to that portion of the leasehold south of Danley Road as shown on the map marked Exhibit "A", attached hereto and made a part hereof.

(1) That all of the property transferred hereby, including the premises hereinabove expressly described, the leased premises and structures, buildings and improvements on all the above mentioned premises, hereafter in this instrument called the "airport", shall be used for public airport purposes, and only for such purposes, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used herein, "public airport purposes" shall be deemed to exclude use of the structures conveyed hereby, or any portion thereof, for manufacturing or industrial purposes. However, until, in the opinion of Civil Aeronautics Administration or its successor Government agency, it is needed for public airport purposes, any particular structure transferred hereby may be utilized for non-manufacturing or non-industrial purposes in such manner as the party of the second part deems advisable, provided that such use does not interfere with operation of the remainder of the airport as a public airport.

(2) That the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment of the airport shall be maintained at all times in good and serviceable condition to assure its efficient operation; provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administration or its successor Government agency. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises, which have out-

DCI2023-00018_Lee County ePlan Additional info dated 08-31-2023

lived their use as airport property in the opinion of the Civil Aeronautics Administration or its successor Government agency.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions as set forth in sub-paragraphs (1) to (6) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and order, provided that said reservations and restrictions shall not apply to that portion of the airport south of Danley Road as shown on Exhibit "A" attached hereto.

(1) That insofar as is within its power and reasonably possible, the party of the second part and all subsequent transferees shall prevent any use of land either within or outside the boundaries of the airport, including the construction, erection, alteration or growth of any structure or other object thereon, which use would be a hazard to the landing, taking-off, or manoeuvering of aircraft at the airport, or otherwise limit its usefulness as an airport.

(2) That the building areas and non-aviation facilities, as such terms are defined in WAA Regulation 16, dated June 26, 1946, of or on the airport shall be used, altered, modified or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities, as defined in WAA regulation 16, as amended.

(3) That itinerant aircraft owned by the United States of America (hereinafter sometimes referred to as the "Government"), or operated by any of its employees or agents on Government business shall at all times have the right to use the airport in common with others; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict Government use to less than twenty-five (25) per centum of capacity of the landing area of the airport. Government use of the airport by virtue of the provisions of this sub-paragraph shall be without charge of any nature other than payment for damage caused by such itinerant aircraft

(4) That during the existence of any emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right without charge, except as indicated below, to the full, unrestricted possession, control and use of the landing area, building areas, and airport facilities as such terms are defined in WAA Regulation 16, dated June 26, 1946, or any part thereof, including any additions or improvements thereto made subsequent to the declaration of any part of the airport as surplus; Provided, however, that the

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Government shall be responsible during the period of such use for the entire cost of maintaining all such areas, facilities and improvements, or the portions used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal Aid.

(5) That no exclusive right for the use of any landing area or air navigation facilities, as such terms are defined, in WAA Regulation 16, dated June 26, 1946, included in or on the airport shall be granted or exercised.

(6) That the property transferred hereby may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

By the acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That upon a breach of any of the aforesaid reservations or restrictions by the party of the second part, or any subsequent transferee, whether cuased by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part upon demand made in writing by the War Assets Administration, or its successor Government agency at least sixty (60) days prior to the date fixed for the revesting of such title, right of possession and other rights transferred, or any portion thereof: Provided, that as to installations or structures which have been added to the premises without Federal aid, the Government shall have the option to acquire title to or use of the same at the then fair market value of the rights therein to be acquired by the Government. Provided that said reverter shall not apply to that said portion of the airport lying South of Danley Road.

(2) That if the construction as convenants of any of the foregoing reservations and restrictions recited herein as convenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances thereunto belonging or in any wise appertaining and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or equity, except the property and rights excepted and reserved above, and under and subject to the aforesaid reservations, restrictions and conditions, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part, the United States of America, acting by and through the War Assets Administrator, has caused these presents to be executed in its name and on its behalf by Lyle T. Pritchard, Deputy Regional Director, Office of Real Property Disposal, War Assets Administration, and the party of the second part, the County of Lee, has caused these presents to be executed in its name and on its behalf by the Chairman of its Board of County Commissioners and its Seal to be hereunto affixed, all of the 4 day of June 1947.

UNITED STATES OF AMERICA
Acting by and through
War Assets Administration

By: Lyle T Pritchard (SEAL)
Deputy Regional Director for
Real Property Disposal
War Assets Administration

WITNESS:
Earl W Wisdell
Caryl Warner Counce

COUNTY OF LEE
Acting by and through its
Board of County Commissioners

By: [illegible]
Chairman

Attest: D J Barrahee (SEAL)
Secretary

[illegible]
W. Glenn Gibson

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
FLORIDA

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

I hereby Certify that on the 5th day of June, 1947, personally appeared LYLE T. PRITCHARD, to me well known as the person described in and who executed the foregoing instrument on behalf of the United States of America, and acknowledged that he, LYLE T. PRITCHARD, being thereunto duly authorized, as Deputy Regional Director for Real Property Disposal, War Assets Administration, executed the same for the purposes therein expressed as the free act and dead of the United States of America, the War Assets Administration and the War Assets Administrator, and that the said instrument is their free act and deed.

IN WITNESS WHEREOF I have hereunto affixed my hand and official Seal at Jacksonville, Florida, this 5th day of June, 1947.

Earl Wade
Notary Public

(SEAL)

My commission expires:

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

I HEREBY CERTIFY that on the 4th day of June, 1947, personally appeared H. M. Stringfellow and D. J. Forshee to me well known as the persons described in, and who executed, the foregoing instrument on behalf of the County of Lee, and acknowledged that they H. M. Stringfellow and D. J. Forshee, as Chairman and Clerk of the Board of County Commissioners respectively, executed the same for the purposes thereinexpressed as the free act and deed of said County, and D. J. Forshee acknowledged that in his capacity as said Clerk he affixed thereto the official Seal of said County, and both of said persons acknowledged that said instrument is the act and deed of said County.

IN WITNESS WHEREOF I have hereunto affixed my hand and official seal at Fort Myers, Fla., this 4th day of June, 1947.

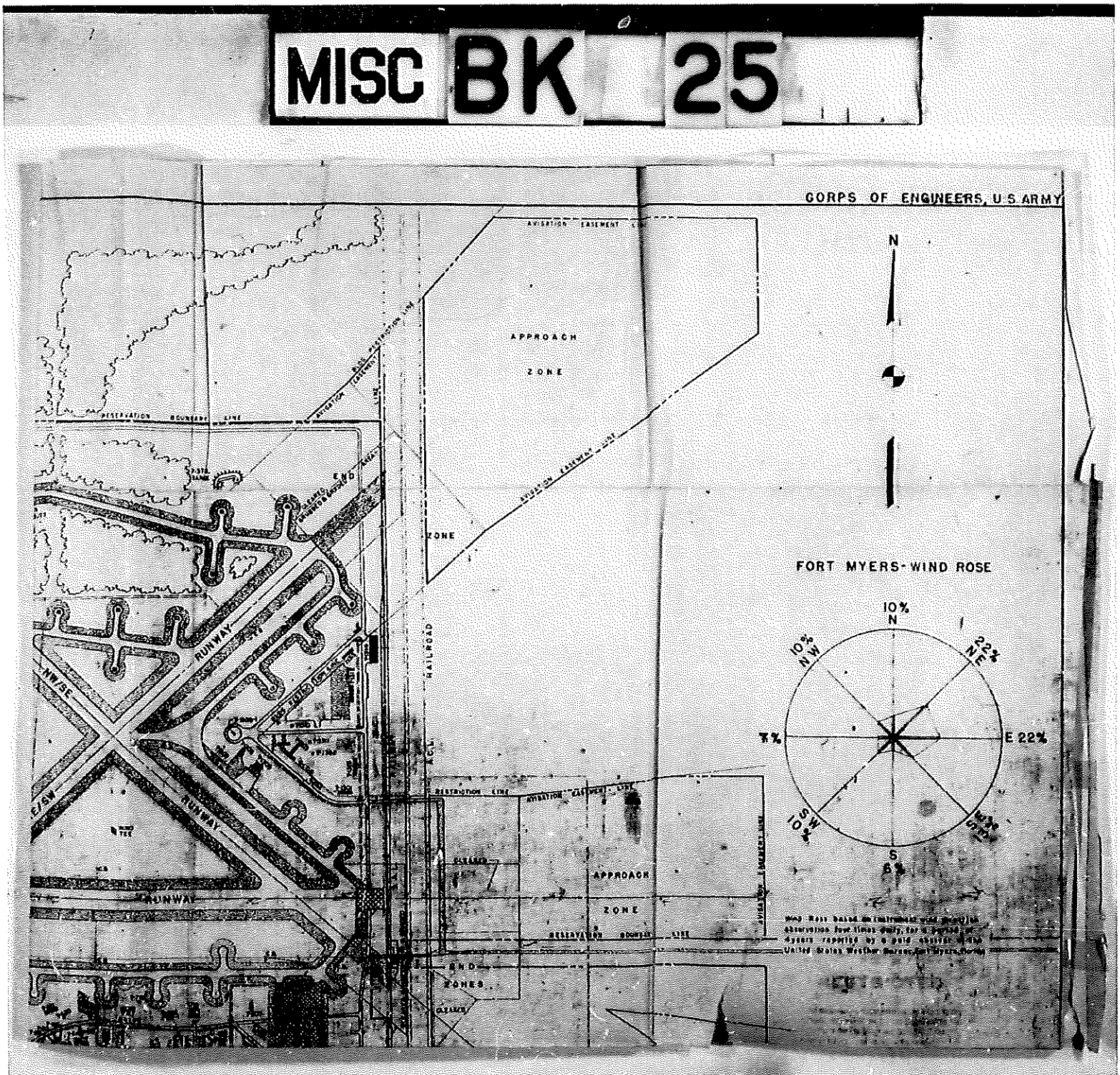
Notary Public

(SEAL)

My commission expires: Dec. 14, 1947

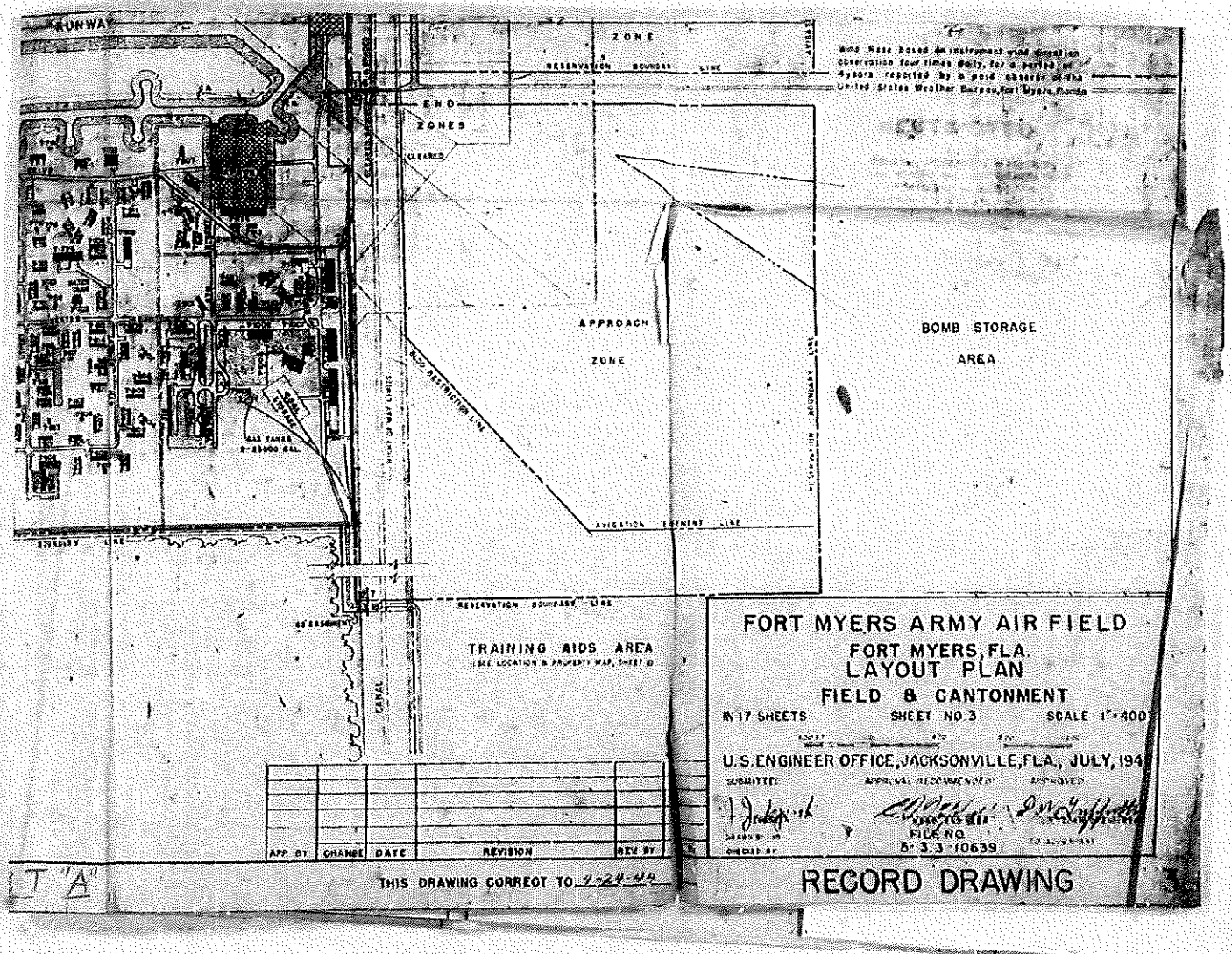
DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

MISC BK 25



PAGE 269

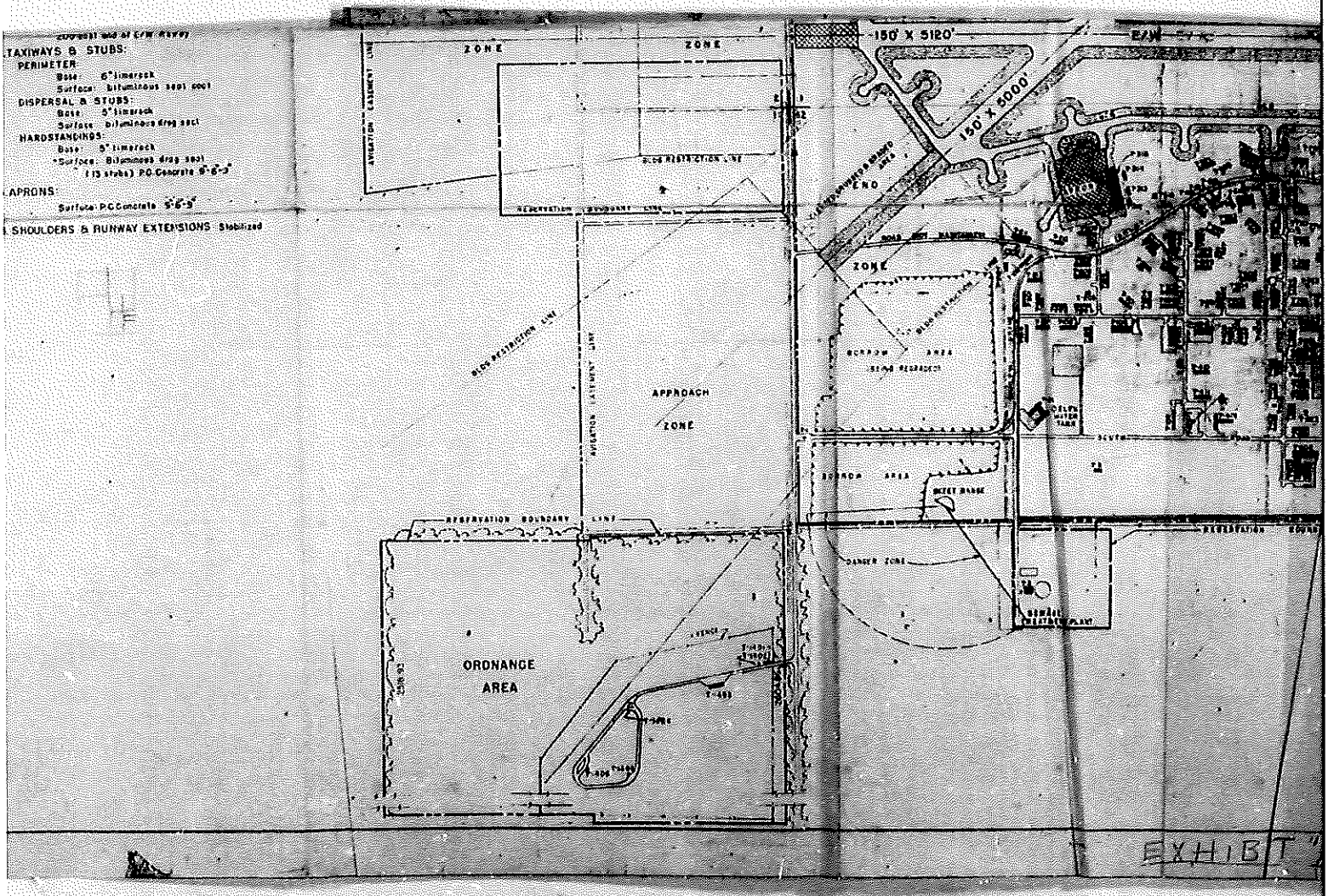
MISC BK 25



PAGE 269

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

MISC BK 25



PAGE 269

PREPARER:
Lee County Port Authority
16000 Chamberlin Parkway SE
Fort Myers, FL 33913
(941)-786-1000

37.50

DEED OF RELEASE 3933801

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the Airport Owner, WITNESSETH:

WHEREAS, the United States of America, acting by and through the War Assets Administrator, under and pursuant to authority contained in the provisions of Executive order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, (58 Stat. 765), as amended, and applicable rules, regulations, and orders by instruments of transfer entitled "Quitclaim Deed" dated June 4, 1947, did remise, release and forever quitclaim to County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, Florida, its successors and assigns, all rights, title and interest in and to that certain property located and situated in Lee County, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Lee County, Florida, Miscellaneous Deed Book No. 25, Page 260, reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner, through the Lee County Port Authority, has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700), as amended; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700) is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to covey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

* RECORD VERIFIED - CHARLIE GREEN, CLERK *
* BY: HELEN CARROLL, D.C. *

OR 2000 PG 1578

11/13/95 C13a

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by Lee County in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

(1) That the Airport Owner reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Page Field.

(2) That the Airport Owner expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(3) That the Airport Owner expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Page Field or interfere with air navigation and or communication facilities serving Page Field, or otherwise constitute an airport hazard.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the Airport Owner dated June 4, 1947, which real property is described on the attached Exhibit A as Parcel A and Parcel 7-1.

This release is for the specific purpose of permitting the Airport Owner to obtain clear title to the above described property for construction of roadways and their associated right-of-ways.

By its acceptance of this Deed of Release the Airport Owner also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the property described in the attached Exhibit A.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 25th day of October, 1995.

OR 2988 PG 1579

OR2688 PG1580

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By Charles E. Blair
Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

STATE OF FLORIDA)
)ss
COUNTY OF ORANGE)

On this 25th day of October, 1995 before me a Notary Public in and for the County of Orange, State of Florida, personally appeared Charles E. Blair, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

STATE OF FLORIDA NOTARY PUBLIC
ALLA LEE L. BLANEY
My Comm Exp. 1/27/99
Bonded By Service Ins
No. CC415327

WITNESS my hand and official seal.

Alla Lee L. Blaney
Notary Public In and for said County and State

(SEAL)

My commission expires January 27, 1999

Accepted:

BOARD OF COUNTY COMMISSIONERS,
LEE COUNTY, FLORIDA, AIRPORT OWNER
By: _____
Chairman or Vice Chairman

Date: November 13, 1995

Approved As To Form:
_____
LEE COUNTY ATTORNEY'S OFFICE

Attest:
Charlie Green, Ex-Officio Clerk
By: Dora L. Price
Deputy Clerk

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

EXHIBIT A

HMA PROJECT #94.43
JULY 19, 1995
REF.DWG. #B-1736
PAGE 1 OF 2

OR2688 PG1581

DESCRIPTION OF
PROPOSED RIGHT-OF-WAY TAKE
PARCEL 7-1

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTIONS 1 AND 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, THE SAME BEING THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S. 00°31'15" W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 65.85 FEET; THENCE RUN S. 89°28'45" E., PERPENDICULAR TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N. 32°55'27" E. FOR A DISTANCE OF 70.57 FEET; THENCE RUN N. 72°31'00" E. FOR A DISTANCE OF 224.29 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1208.92 FEET, THROUGH A CENTRAL ANGLE OF 17°54'26", SUBTENDED BY A CHORD OF 376.30 FEET AT A BEARING OF N. 63°33'47" E., FOR A DISTANCE OF 377.83 FEET TO THE END OF SAID CURVE; THENCE RUN N. 50°29'49" E. FOR A DISTANCE OF 103.19 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N. 40°17'12" W. A DISTANCE OF 1205.92 FEET THEREFROM; THENCE RUN NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1205.92 FEET, THROUGH A CENTRAL ANGLE OF 62°03'57", SUBTENDED BY A CHORD OF 1243.37 FEET AT A BEARING OF N. 10°40'50" E., FOR A DISTANCE OF 1306.31 FEET TO A POINT OF TANGENCY; THENCE RUN N. 12°21'09" W. FOR A DISTANCE OF 1182.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 894.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1200.68 FEET AT A BEARING OF N. 29°46'41" E., FOR A DISTANCE OF 1316.12 FEET TO A POINT OF TANGENCY; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 21.85 FEET; THENCE RUN N. 85°24'16" E. FOR A DISTANCE OF 51.42 FEET; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 153.11 FEET; THENCE RUN S. 80°26'03" E. FOR A DISTANCE OF 63.55 FEET; THENCE RUN S. 48°05'28" E. FOR A DISTANCE OF 71.91 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 91°30'15", SUBTENDED BY A CHORD OF 303.72 FEET AT A BEARING OF N. 86°09'31" E., FOR A DISTANCE OF 338.57 FEET TO A POINT OF TANGENCY; THENCE RUN N. 40°24'32" E. FOR A DISTANCE OF 149.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 278.00 FEET, THROUGH A CENTRAL ANGLE OF 49°22'43", SUBTENDED BY A CHORD OF 232.24 FEET AT A BEARING OF N. 65°05'53" E., FOR A DISTANCE OF 239.59 FEET TO A POINT OF TANGENCY; THENCE RUN N. 89°47'14" E. FOR A DISTANCE OF 219.38 FEET; THENCE RUN N. 00°18'07" W. FOR A DISTANCE OF 19.83 FEET TO A POINT 20.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1, THE SAME BEING A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN DEED BOOK 143 OF PAGE 576 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S. 89°06'35" W., PARALLEL WITH THE NORTH LINE OF THE

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

OR2688 PG1582

HMA PROJECT #94.43
JULY 19, 1995
REF.DWG. #B-1736
PAGE 2 OF 2

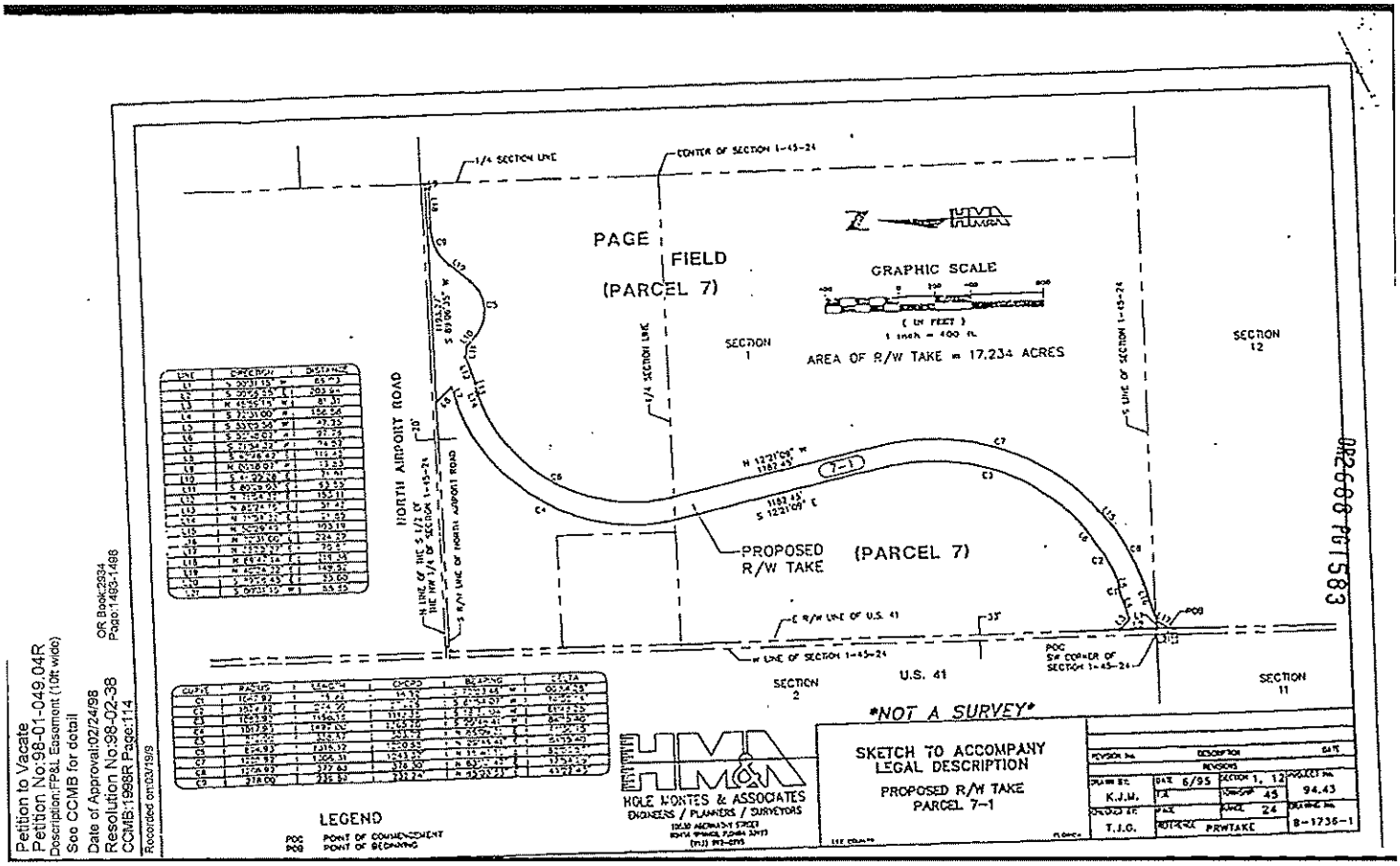
SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1 AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN SAID DEED BOOK 143 AT PAGE 576, FOR A DISTANCE OF 1193.27 FEET; THENCE RUN S. 42°46'42" E. FOR A DISTANCE OF 119.45 FEET; THENCE RUN S. 71°54'32" W. FOR A DISTANCE OF 94.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1017.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1365.70 FEET AT A BEARING OF S. 29°46'41" W., FOR A DISTANCE OF 1497.00 FEET TO A POINT OF TANGENCY; THENCE RUN S. 12°21'09" E. FOR A DISTANCE OF 1102.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1082.92 FEET, THROUGH A CENTRAL ANGLE OF 61°48'25", SUBTENDED BY A CHORD OF 1112.35 FEET AT A BEARING OF S. 18°33'04" W., FOR A DISTANCE OF 1168.18 FEET TO THE END OF SAID CURVE; THENCE RUN S. 53°48'02" W. FOR A DISTANCE OF 97.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 35°22'00" W. A DISTANCE OF 1079.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1079.92 FEET, THROUGH A CENTRAL ANGLE OF 14°32'14", SUBTENDED BY A CHORD OF 273.26 FEET AT A BEARING OF S. 61°54'07" W., FOR A DISTANCE OF 274.00 FEET TO THE END OF SAID CURVE; THENCE RUN S. 85°05'50" W. FOR A DISTANCE OF 47.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 18°23'28" W. A DISTANCE OF 1067.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1067.92 FEET, THROUGH A CENTRAL ANGLE OF 00°54'20", SUBTENDED BY A CHORD OF 16.92 FEET AT A BEARING OF S. 72°03'46" W., FOR A DISTANCE OF 16.92 FEET TO A POINT OF TANGENCY; THENCE RUN S. 72°31'00" W. FOR A DISTANCE OF 158.58 FEET; THENCE RUN N. 45°59'18" W. FOR A DISTANCE OF 81.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE RUN S. 00°06'55" E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 201.94 FEET; THENCE RUN S. 00°31'15" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 66.03 FEET TO THE POINT OF BEGINNING, CONTAINING 17.234 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S. 00°06'55" E.

HOLE, MONTES & ASSOCIATES, INC.

BY _____ P.L.S. #3741
THOMAS J. GARRIS STATE OF FLORIDA


PAGE FIELD
(PARCEL 7)
GRAPHIC SCALE
AREA OF R/W TAKE = 17.234 ACRES
SECTION 1
SECTION 12
SECTION 2
SECTION 11
U.S. 41
NORTH AIRPORT ROAD
PROPOSED R/W TAKE
(PARCEL 7)
POC
POB
LEGEND
NOT A SURVEY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED R/W TAKE
PARCEL 7-1
HOLE MONTES & ASSOCIATES
ENGINEERS / PLANNERS / SURVEYORS
Petition to Vacate
Petition No:98-01-049.04R
Description:FP&L Easement (10ft wide)
See CCMB for detail
Date of Approval:02/24/98
Resolution No:98-02-38
CCMB:1998R Page:114
Recorded on:03/19/9
OR Book:2934
Page:1483-1486
OR2600 PG1583

(PARCEL A)

DESCRIPTION
OF

OR2688 PG1584

A tract or parcel of land lying in and being a part of Lee County Airport (Page Field) bounded on the south by Lot 1, Block U, on the west by the east right of way line of Sixth Street, on the north by the easterly prolongation of the north right of way line of Danley Drive, all of which are shown on the Plat of Page Park, a Subdivision recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, and on the east by a parcel recorded in Official Record Book 990 at Pages 290 and 291 Public Records of Lee County, Florida, Section 12, Township 45 South, Range 24 East being more particularly described as follows:

Commencing at the northeast corner of Lot. 1, Block U at the northeast corner of Page Park Subdivision as recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, said northeast corner being the point of beginning of the tract or parcel described herein; thence N89°04'46"W (N89°04'20"W-Plat) along the north line of said Lot 1, Block U for 137.20 feet (137.16 feet-Plat) to the northwest corner of said Lot 1 and the east right of way line of Sixth Street (65 feet in width); thence N00°28'27"W (N00°28'01"W-Plat) for 79.94 feet (80.01 feet-Plat) to the north right of way line of Danley Drive; thence S89°04'46"E (S89°04'20"E-Plat) along the easterly prolongation of the north right of way line of Danley Drive for 137.20 feet to the westerly line of the former S.A.L. Railroad right of way as recorded in Official Record Book 990 at Pages 290 and 291, Public Records of Lee County, Florida, thence S00°28'30"E along said right of way line for 79.94 feet to the northeast corner of said Lot 1, Block U of aforesaid Page Park Subdivision and the point of beginning, containing 10,964.72 square feet (0.2517 acres) more or less.

Bearings mentioned hereinabove are based on The Florida Coordinate System, West Zone (NAD 83) 1990 Adjustment with the north line of the northeast quarter (NE 1/4) of Section 12, Township 45 south, 24 east as bearing N89°46'15"E.

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987

(dottpce/14725)

OR2688 PG1585

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

DATE: 4/95

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987

	BEARING	DISTANCE
A	N00°28'27"W(C) N00°28'01"W(P)	79.94'(C) 80.01'(P)
B	S00°28'38"E	79.94'
C	N00°28'38"W	79.94'
D	S00°42'35"E	79.95'
E	N89°04'46"W N89°04'20"W(P)	117.76'
F	S00°54'02"E S00°18'49"E(D)	75.00'
G	N00°49'37"W	75.00'

N89°46'15"E-2679.65' SECTION LINE

1/4 COR. CALC. FROM DENI SURVEY OF PAGE FIELD

CHARLIE GREEN LEE CITY FL

96 MAR 25 AM 9:20

LEE COUNTY AIRPORT (PAGE FIELD) D.B. 143, P. 577 D.B. 146, P. 591

S00°28'38"E-993.17'(C)

ZEMEL, H.& S.B. & ROMANOFF, FREDA

FORMER S.A.L. R.R. R/W O.R. 990, P. 290-291

S00°42'35"E-991.31'(C)

SEC. 12-45-24

SECTION LINE

S00°47'01"E-2640.17'(C)
S00°47'01"E(C)
S00°11'53"E(D)
990.06'(C), 991.12'(D)

SEC. 07-45-25

S00°49'37"E R/W

S00°54'02"E-989.60'

A.C.L. R.R. CO. D.B. 71, P. 212

S00°54'02"E R/W

N88°49'54"E-2659.58'(C) SECTION LINE

1/4 SEC. COR.

SEC. COR IN CANAL (NOT FND.)

DANLEY DR. 65.0' Exist. R/W

SIXTH ST. 65.0' Exist. R/W

S89°04'46"E(M) S89°04'20"E(P) 418.26'(M)

S89°04'46"E(M) S89°04'20"E(P) 137.20'(C)

S89°04'46"E(M) S89°04'20"E(P) 117.43'

PARCEL A

PARCEL B

PARCEL C

231.36'(D)

PAGE PARK SUBD. P.B. 8, P.92-97

124.20'(P) 124.32'(C)

1/4 SECTION LINE

81.0'

92.0'

44.61'

65.0'

I.D.D. CANAL "A" TEN MILE CANAL

1/4 COR. IN CANAL (NOT FND.)

24.29'

78.88'

N68°51'11"E(C) 90.75'(C)

N88°51'11"E(C) N89°22'01"E(D) 198.24'(C), 198.33'(D)

N88°51'11"E 107.49'

S88°51'11"W 107.59'

P.O.C. PARCEL C

P.O.B. PARCEL C

S88°51'11"W-449.92'(C) 450.00'(P)

METRO PLACE COMMERCIAL CONDO O.R. 1762, P. 11

12.5' DRAINAGE & UTILITY EASEMENT

LEE COUNTY O.R. 2545, P. 237

SEITZ, ALLEN V., TR. O.R. 1796, P. 768

I.R. 0.5-N

Exist. R/W

75.0'

O.R. 1005, P. 79

METRO PKWY.

50.0' 50.0'

Exist. R/W

77.6'(C) 78.0'(R)

89.1'(JEI) 90.0'(R)

131.22'

412.2'

113.60'

LEGEND

I.R.	Iron Rod
N. & C.	Nail & Cap
C.M.	Concrete Monument
(C)	Calculated Bearing or Distance
(D)	Deed Bearing or Distance
(M)	Measured Angle or Distance
(P)	Plat Bearing or Distance
(JEI)	Johnson Engineering Inc.
Dr.	Drive
Fnd.	Found

SKETCH TO ACCOMPANY
A PARCEL OR TRACT OF LAND
LYING IN SECTION 12, TOWNSHIP 45 S., RANGE 24 E., LEE COUNTY, FLORIDA

LEE COUNTY DEPARTMENT OF TRANSPORTATION

Designed by: A.W.P.	Date: 4/95	Disk: 95001	
Drawn by: L.L.C.	Date: 4/95	Scale: 1"=100'	
Chkd: A.W.P.	Date: 4/95	41092701.DWG	

SHEET NO. 1 of 1

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

OFF. REC. 871 PAGE 126 688185

1400

(CORP. QCD)

PARCEL NO. 140.1
SECTION 12504-2601
STATE ROAD S-82-B
COUNTY Lee
FAP NO.

QUIT CLAIM DEED

THIS INDENTURE Made this 1st day of November A.D. 19 72
between Lee County, Florida, a Political Subdivision

a corporation organized and existing under the laws of the State of Florida having its principal place of business in the City of Ft. Myers, County of Lee State of Florida, as party of the first part, and the STATE OF FLORIDA, FOR THE USE AND BENEFIT OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the second part.

P.O. Box 1349 Bartow, Fl.

WITNESSETH, that the party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns forever the following described land; situate, lying and being in the County of Lee, State of Florida, to-wit:

LANDS DESCRIBED IN SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF:

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

OFF REC 871 PAGE 126-A

NOTHING MISSING

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

OFF. REC. 871 PG 127

SECTION 12504-2601

PARCEL 140 RIGHT OF WAY

That part of:

Section 1, Township 45 South, Range 24 East; Section 36, Township 44 South, Range 24 East; Section 6 and 6, Township 45 South, Range 25 East; and Section 25, 26, 27, 28, 31, 32, 33, 34 and 35, Township 44 South, Range 25 East, Southerly of State Road 82-B.

Lying within 50 feet Northerly of the Survey Line on State Road S-82-b, Section 12504 Westerly of Station 129+68.91; lying within 100 feet Northerly of said Survey Line between Station 129+68.91 and Station 154+00.00; lying within 125 feet Northerly of said Survey Line between Station 154+00.00 and Station 311+00.00, lying within 125 feet Northerly of said Survey Line between Station 383+37.08 and Station 482+40.82; lying within 66 feet Southerly of said Survey Line Westerly of Station 101+50.00; lying within 50 Southerly of a Center Line of Construction on State Road S-82-b between Station 101+50.00 and Station 107+55.62; lying within 50 feet Southerly of said Survey Line between Station 107+55.34 and Station 129+68.91; lying within 100 feet Southerly of said Survey Line between Station 129+68.91 and Station 154+00.00, lying within 125 feet Southerly of said Survey Line between Station 154+00.00 and Station 311+00.00, lying within 125 feet Southerly of said Survey Line between Station 383+37.08 and Station 482+40.02; said Survey Line, Center Line of Construction and Stations being described and located as follows:

Begin at the corner common to Section 35 and 36, Township 44 South, Range 24 East, and Section 1 and 2, Township 45 South, Range 24 East, said corner being 2660.00 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 2641.80 feet, thence North 88°52'20.70" East 327.11 feet to Station 129+68.91, continue thence North 88°52'20.70" East 2315.61 feet to the corner common to Section 1, Township 45 South, Range 24 East, Section 6, Township 45 South, Range 25 East, Section 31, Township 44 South, Range 25 East, and Section 36, Township 44 South, Range 24 East, thence North 89°37'21.19" East 115.48 feet to Station 154+00.00, continue thence North 89°37'21.19" East 2531.50 feet, thence North 88°56'31.26" East 2643.09 feet to the corner common to Section 5 and 6, Township 45 South, Range 25 East and Section 31 and 32, Township 44 South, Range 25 East, thence North 88°36'06.16" East 213.95 feet to the beginning of a curve concave to the Northerly having a radius of 2864.789 feet, thence run Easterly along said curve 2109.96 feet through a central angle of 42°11'57.16" to the end of said curve, thence North 46°24'09" East 4235.34 feet to the Easterly boundary of said Section 32, (Westerly boundary of Section 33, Township 44 South, Range 25 East), continue thence North 46°24'09" East 1354.93 feet to the beginning of a curve concave to the Southerly having a radius of 2864.79 feet, thence run Easterly along said curve 2099.97 feet through a central angle of 41°59'57.62" to the end of said curve, thence North 89°24'06.62" East 431.26 feet to Station 311+00.00, continue thence North 88°24'06.62" East 1956.69 feet to the corner common to said Section 33 and Sections 27, 28 and 34, all in Township 44 South, Range 25 East, thence North 89°16'08.73" East 2643.43 feet, thence North 89°08'22.65" East 2636.96 feet to Station 383+37.08 being the corner common to said Section 27 and 34 and Section 26 and 35, Township 44 South, Range 25 East, thence South 89°38'04.00" East 4303.02 feet to the beginning of a curve concave to the Northwesterly having a radius of 2864.79 feet, thence run Northeasterly along said curve 909.13 feet through an angle of 18°9'45" to the Easterly boundary of said Section 26 (Westerly boundary of Section 25, Township 44 South, Range 25 East, continue thence along said curve 1416.54 feet through an angle of 28°19'51" to the end of said curve, thence North 43°52'20.19" East 2148.27 feet to the beginning of a curve concave to the Southeastorly having a radius of 1432.39 feet, thence run Northeasterly along said curve 1122.78 feet through a central angle of 44°54'40" to the end of said curve at Equation Station 482+40.82 Center Line of Survey equals Station 120+83.62 Center Line State Road 82-b, thence North 89°47'00.19" East 1557.96 feet to Station 13641.58 designated as End Right of Way Job, said point being on the Easterly boundary of said Section 25, 153.07 feet Northerly of the NE corner of the SE 1/4 of said Section 25.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

RECORDER'S MEMO:
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OFF. REC. 871 PG 128

Commence at the corner common to Section 35 and 36, Township 44 South, Range 24 East, and Section 1 and 2, Township 45 South, Range 24 East, said corner being 2660.00 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 150.00 feet, thence South 01°07'08.22" East 10.00 feet to begin Center Line of Construction, at Station 101+50.00, being the beginning of a curve concave to the Northerly having a radius of 5729.58 feet, thence Easterly along said curve 302.61 feet through a central angle of 3°01'41.19" to the end of said curve and the beginning of a curve concave to the Southerly having a radius of 5729.58 feet, thence Easterly along said curve 302.81 feet through a central angle of 3°01'41.19" to Station 107+55.62 and the end of said curve, thence North 88°52'51.78" East 1886.46 feet to the Easterly boundary of the SW 1/4 of said Section 36, at a point 2656.09 feet Southerly of the NE corner of the SW 1/4 of said Section 36.

ALSO:

That part of:

The SW 1/4 of the SW 1/4 of the SW 1/4 of Section 36, Township 44 South, Range 24 East.

Lying within the following metes and bounds description:

Commence at the corner common to Section 35 and 36, Township 44 South, Range 24 East and Section 1 and 2, Township 45 South, Range 24 East, said corner being 2650.00 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 66.77 feet, thence North 6°07'44.65" East 50.40 feet to a Point of Beginning, thence North 88°52'51.78" East 74.92 feet to a point on a curve concave to the Northeasterly having a radius of 75.25 feet, thence from a Tangent Bearing of South 88°52'51.78" East, run Northwesterly along said curve 75.25 feet through an angle of 67°25'20.27" to the end of said curve and a point on a curve concave to the Westerly having a radius of 2946.79 feet, thence from a Tangent Bearing of South 5°00'56.61" West run Southerly along said curve 46.68 feet through an angle of 0°54'27.22" to the Point of Beginning.

ALSO:

That part of:

The NW 1/4 of the NW 1/4 of the NW 1/4 of Section 1, Township 45 South, Range 24 East.

Lying within the following metes and bounds description:

Commence at the corner common to Section 35 and 36, Township 44 South, Range 24 East and Section 1 and 2, Township 45 South, Range 24 East, said corner being 2660.00 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 66.77 feet, thence South 6°03'07.78" West 66.53 feet to a Point of Beginning, continue thence South 6°03'07.78" West 86.58 feet, thence North 42°34'40.40" East 119.13 feet, thence South 88°52'51.78" West 71.63 feet to the Point of Beginning.

ALSO:

That part of:

The SE 1/4 of Section 36, Township 44 South, Range 24 East:

Lying within the following metes and bounds description:

Commence at the Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East, said corner being 2656.09 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 266.17 feet, thence North 30°02'20.70" East 58.43 feet to a point of beginning, continue thence North 30°02'20.70" East 97.05 feet to the beginning of a curve concave to the Westerly having a radius 1856.66 feet, thence Northerly along said curve 560.57 feet through an angle of 17°17'49.54", thence South 26°36'41.75" West 195.94 feet to a point on a curve concave to the Westerly having a radius of 1819.86 feet, thence from a Tangent Bearing of South 18°44'31.15" West, run Southerly along said curve 285.86 feet through an angle of 8°59'59.99", thence South 40°10'33.69" West 253.61 feet, thence North 88°52'20.70" East 137.21 feet to the point of beginning;

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

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RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

ALSO:

OFF. REC. 871 PG 129

That part of:

The NE 1/4 of Section 1, Township 45 South, Range 24 East;

Lying within the following metes and bounds description:

Commence at the Northwest corner of the Northeast 1/4 of Section 1, Township 45 South, Range 24 East, (Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East), said corner being 2656.03 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 265.17 feet, thence South 30°02'20.70" West 58.43 feet to a point of beginning, continue thence South 30°02'20.70" West 709.51 feet, thence North 59°57'39.30" West 37 feet, thence North 30°02'20.70" East 550 feet, thence North 7°13'00.57" West 110.01 feet, thence North 88°52'20.70" East 126.73 feet to the point of beginning.

ALSO:

That part of:

The SE 1/4 of Section 36, Township 44 South, Range 24 East;

Lying within the following metes and bounds description:

Commence at the Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East, said corner being 2656.03 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 399.05 feet, thence North 29°57'30.51" East 110.77 feet to a point of beginning, said point being on a curve concave to the Westerly having a radius of 1962.86 feet, thence from a Tangent Bearing of North 29°17'52.07" East, run Northerly along said curve 667.18 feet through an angle of 19°33'20.91", thence South 5°33'24.38" West 210.66 feet to a point on a curve concave to the Westerly having a radius of 1999.86 feet thence from a Tangent bearing of South 18°44'31.15" West run Southerly along said curve 261.78 feet through an angle of 7°29'59.99", thence South 19°55'06.63" East 78.84 feet, thence South 88°52'20.70" West 108.86 feet to the point of beginning.

ALSO:

That part of:

The NE 1/4 of Section 1, Township 45 South, Range 24 East;

Lying within the following metes and bounds description:

Commence at the Northwest corner of the Northeast 1/4 of Section 1, Township 45 South, Range 24 East (Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East) said corner being 2656.03 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 289.05 feet, thence South 30°02'20.70" West 116.37 feet to a point of beginning, continue thence South 30°02'20.70" West 715.19 feet thence South 59°57'39.30" East 37 feet, thence North 30°02'20.70" East 690 feet, thence North 52°06'50.69" East 196.78 feet, thence South 88°52'20.70" West 129.63 feet to the point of beginning.

ALSO:

That part of:

L3A-2A1 Canal formerly Iona Drainage District Canal in Section 36, Township 44 South, Range 24 East;

Lying within 30 feet Easterly and 45 feet Westerly of a Drainage Easement Center Line on State Road S-82-B, said Center Line being described as follows:

Commence at the corner common to Sections 35 and 36, Township 44 South, Range 24 East and Section 1 and 2, Township 45 South, Range 24 East, said corner being 2660 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 1338 feet to Begin Drainage Easement Center Line, thence North 1°22'08.22" West 150 feet to End Drainage Easement Center Line.

RECORDER'S MEMO:
Legibility of Writing, Typing or Printing Unsatisfactory In This Document When Received.

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OFF. REC. 871 PAGE 130

ALSO:

That part of:

The West 1/2 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 1, Township 45 South, Range 24 East;

Lying within 17 feet Westerly and 30 feet Easterly of a Drainage Easement Center Line on State Road S-32-3, said Center Line being described as follows:

Commence at the corner common to Sections 35 and 36, Township 44 South, Range 24 East and Sections 1 and 2, Township 45 South, Range 24 East, said corner being 2594.10 feet Northerly of the SW corner of the NW 1/4 of said Section 1, run thence North 88°52'51.78" East 1338 feet to Begin Drainage Easement Center Line, thence South 1°22'08.22" East 700 feet to End Drainage Easement Center Line.

It is the intention of the parties that this Quit Claim Deed releases all of the grantor's right, title, interests, and claim under any recorded or unrecorded easements in, to, over, above, under and across the above described property.

"Provided, however that in case of abandonment of the above said Right of Way by the State of Florida Department of Transportation, its successors and assigns for use and occupation for roadway or transportation purposes, the grantor, its successors or assigns shall have the right to re-enter, and to hold, own, and possess the same in the same manner and to the same extent as if this conveyance had never been made."

THIS INSTRUMENT WAS PREPARED BY
F. H. SIU
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BARTOW, FLORIDA
DESCRIPTION APPROVED: September 20, 1972

RECORDER'S MEMO:

RECORDED IN OFFICIAL RECORDS LEE COUNTY, FLORIDA RECORD VERIFIED

NOV 7 2 46 PM '72

E. J. LEAGUEE
CLERK CIRCUIT COURT
BY [illegible] D.C.

RECORDER'S MEMO:

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

No Consideration

14.00 Billed 3D 55

OFF. REC. 891 PAGE 224 698229

(CORP. QCD)

PARCEL NO. 111.1
SECTION 12504-2601
STATE ROAD S-828
COUNTY Lee
FAP#

QUIT CLAIM DEED

THIS INDENTURE made this 28th day of December A. D. 19 72, between FLORIDA POWER AND LIGHT COMPANY

A corporation organized and existing under the laws of the State of Florida, Having its principal place of business in the City of Miami, County of Dade, State of Florida, as party of the first part, and the STATE OF FLORIDA, FOR THE USE AND BENEFIT OF THE STATE DEPARTMENT OF TRANSPORTATION, as party of the second part.

WITNESSETH: That the party of the first part for and in consideration of the sum of One Dollar and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns forever the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

LANDS DESCRIBED IN SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF.

LEE COUNTY STATE OF FLORIDA DOCUMENTARY STAMP JAN-973 $.30 Dept. of Revenue PB 190148

074394 LEE COUNTY FLORIDA DOCUMENTARY SURTAX $00.55 JAN-973 Dept. of Revenue P.B. 190148

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SECTION 12504-2601

PARCEL 111 RIGHT OF WAY

That part of:

The S 1/2 of Section 36, Township 44 South, Range 24 East and the N 1/2 of Section 1, Township 45 South, Range 24 East;

Lying within 50 feet of the survey line of SR-S-82B, Section 12504 Westerly of Station 129+68.91; lying within 100 feet of said survey line Easterly of Station 129+68.91; said survey line and station being described and located as follows:

Begin at the corner common to Sections 35 and 36, Township 44 South, Range 24 East, and Sections 1 and 2, Township 45 South, Range 24 East, said corner being 2660 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 2641.80 feet, thence North 88°52'20.70" East 327.11 feet to Station 129+68.91 continue thence North 88°52'20.70" East 2315.61 feet to the corner common to Sections 1, Township 45 South, Range 24 East; Section 6, Township 45 South, Range 25 East; Section 31, Township 44 South, Range 25 East; and Section 36, Township 44 South, Range 24 East, thence North 88°37'21.19" East 100 feet to end survey line herein described;

ALSO:

That part of:

The above described Section 1, lying within 66 feet of the survey line of State Road S-82-B, Section 12504 Westerly of Station 101+50, lying within 50 feet of the center line of construction Easterly of Station 101+50 said survey line, center line of construction and station being described and located as follows:

Begin at the Northwest corner of Section 1, Township 45 South, Range 24 East, said corner being 2594.10 feet Northerly of the Southwest corner of the Northwest 1/4 of said Section 1, run thence North 88°52'51.78" East 150 feet to Station 101+50 on the survey line 16 feet left of Station 101+50 on Center Line of Construction, thence South 1°07'08.22" East 16 feet to begin center line of construction being the beginning of a curve concave to the Northerly having a radius of 5729.58 feet thence Easterly along said curve 302.81 feet through a central angle of 3°01'41.19" to the end of said curve and the beginning of a curve concave to the Southerly having a radius of 5729.58 feet thence Easterly along said curve 302.81 feet through a Central Angle of 3°01'41.19" to the end of said curve, thence North 88°52'51.78" East 1886.46 feet to the Northeast corner of the Northwest 1/4 of said Section 1 (Southeast corner of the Southwest 1/4 of Section 36, Township 44 South, Range 24 East) said corner being 2656.09 feet Southerly of the Northeast corner of the Southwest 1/4 of said Section 36;

ALSO:

That part of:

The above described Section 1, lying within the following metes and bounds description:

Commence at the Northwest corner of Section 1, Township 45 South, Range 24 East, said corner being 2594.10 feet Northerly of the Southwest corner of the Northwest 1/4 of said Section 1, run thence North 88°42'51.78" East 86.77 feet, thence South 6°08'07.78" West 66.53 feet to a point of beginning, continue thence South 6°08'07.78" West 86.58 feet, thence North 42°34'40.40" East 119.13 feet, thence South 88°52'51.78" West 71.63 feet to the Point of Beginning.

ALSO:

That part of:

The above described Section 36, lying within the following metes and bounds description:

Commence at the corner common to Sections 1 and 2, Township 45 South, Range 24 East and Sections 35 and 36, Township 44 South, Range 24 East, said corner being 2660 feet Southerly of the Northwest corner of the Southwest 1/4 of said Section 36, run thence

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North 88°52'51.78" East 86.77 feet, thence North 6°07'44.65" East 50.40 feet to a Point of Beginning; thence North 88°52'51.78" East 74.92 feet to the beginning of a curve concave to the Northeasterly having a radius 75.25 feet, thence from a Tangent Bearing of South 88°52'51.78" West run Northerly along said curve 88.55 feet through an angle of 67°25'20.27" to a point on a curve concave to the Westerly having a radius of 2946.79 feet thence from a Tangent Bearing of South 5°06'56.61" West run Southerly along said curve 46.68 feet through an angle of 0°54'27.22" to the Point of Beginning.

ALSO:

That part of:

The above described Section 36, lying within the following metes and bounds description:

Commence at the Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East, said corner being 2656.09 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 265.17 feet, thence North 30°02'20.70" East 58.43 feet to a Point of Beginning, continue thence North 30°02'20.70" East 97.05 feet to the beginning of a curve concave to the Westerly having a radius of 1856.86 feet, thence Northerly along said curve 560.57 feet through an angle of 17°17'49.54", thence South 26°36'41.75" West 195.94 feet to a point on a curve concave to the Westerly having a radius of 1819.86 feet, thence from a Tangent Bearing of South 18°44'31.15" West, run Southerly along said curve 285.86 feet through an angle of 8°59'59.99", thence South 48°10'33.69" West 253.61 feet, thence North 88°52'20.70" East 137.21 feet to the Point of Beginning;

ALSO:

That part of:

The above described Section 1, lying within the following metes and bounds description:

Commence at the Northwest corner of the Northeast 1/4 of Section 1, Township 44 South, Range 24 East, (Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East), said corner being 2656.09 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 265.17 feet, thence South 30°02'20.70" West 58.43 feet to a Point of Beginning, continue thence South 30°02'20.70" West 709.51 feet, thence North 59°57'39.30" West 37 feet, thence North 30°02'20.70" East 550 feet, thence North 7°13'00.87" West 118.01 feet, thence North 88°52'20.70" East 126.73 feet to the Point of Beginning.

ALSO:

That part of:

The above described Section 36, lying within the following metes and bounds description:

Commence at the Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East, said corner being 2656.09 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 389.05 feet, thence North 29°57'30.51" East 116.77 feet to a Point of Beginning, said point being on a curve concave to the Westerly having a radius of 1962.86 feet, thence Northerly along said curve 567.18 feet through an angle of 16°33'20.91", thence South 5°38'24.38 West 210.66 feet to a point on a curve concave to the Westerly having a radius of 1999.86 feet thence from a Tangent Bearing of South 18°44'31.15" West run Southerly along said curve 261.78 feet through an angle of 7°29'59.99", thence South 19°56'06.63" East 78.84 feet, thence South 88°52'20.70" West 108.86 feet to the Point of Beginning;

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ALSO:

That part of:

The above described Section 1, lying within the following metes and bounds description:

Commence at the Northwest corner of the Northeast 1/4 of Section 1, Township 45 South, Range 24 East (Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East) said corner being 2656.09 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 389.05 feet, thence South 30°02'20.70" West 116.87 feet to a Point of Beginning, continue thence South 30°02'20.70" West 715.19 feet thence South 59°57'39.30" East 37 feet, thence North 30°02'20.70" East 600 feet, thence North 52°06'50.69" East 196.70 feet, thence South 88°52'20.70" West 129.63 feet to the Point of Beginning.

It is the intention of the parties that this Quit Claim Deed releases all of the grantor's right, title, interests, and claim under any recorded or unrecorded easements in, to, over, above, under and across the above described property.

THIS INSTRUMENT WAS PREPARED BY
F. H. SHU
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BARTOW, FLORIDA
DESCRIPTION APPROVED OCTOBER 28, 1971

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Parcel 111.1

(CORP. QCD)

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the party of the first part, in law or in equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its Vice President, and its corporate seal to be hereto affixed, attested by its Assistant Secretary, the date first above written.

Signed, sealed and delivered
in the presence of:

Frances M. Cheney

Ruth L. Spencer

FLORIDA POWER & LIGHT COMPANY

BY: J. W. Spencer Jr.
VICE
ITS/PRESIDENT

ATTEST: J. E. More
ASST.
ITS/SECRETARY

(CORPORATE SEAL)

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Parcel 111.1

OFF. REC. 891 PAGE 229

(CORP. QCD)

STATE OF FLORIDA

COUNTY OF DADE

BEFORE ME personally appeared J. G. Spencer, Jr. and J. E. Moore, to me well known and known to me to be the Vice President and Assistant Secretary respectively of FLORIDA POWER & LIGHT COMPANY the corporation named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation, executed the same; and then and there the said J. G. Spencer, Jr. and the said J. E. Moore did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the purposes therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said Corporation.

WITNESS my hand and official seal this 28th day of December, 19 72.

Priscilla L Baldwin

Notary Public in and for the County and State aforesaid.

My Commission Expires:

NOTARY PUBLIC, STATE of FLORIDA at LARGE
MY COMMISSION EXPIRES OCT. 31, 1975.
Bonded Thru Gen. Ins. Underwriters

RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED

JAN 8 3 15 PM '73

Sol Gerodi, Clerk Circuit Court
Lee County, Ft. Myers, Florida
By [illegible] D.C.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

$1400 Cash/Ck Consideration

698230

OFF. REC. 891 PAGE 230

(CORP. QCD)

PARCEL NO. 140.1
SECTION 12504-2601
STATE ROAD S828
COUNTY Lee
FAP NO.

QUIT CLAIM DEED

THIS INDENTURE Made this 20th day of December A.D. 1972, between LEE COUNTY

a corporation organized and existing under the laws of the State of Florida, having its principal place of business in the City of Fort Myers, County of Lee State of Florida, as party of the first part, and the STATE OF FLORIDA, FOR THE USE AND BENEFIT OF THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, as party of the second part.

WITNESSETH, that the party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations paid, receipt of which is hereby acknowledged, does hereby remise, release, quit claim and convey unto the party of the second part, its successors and assigns forever the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

LANDS DESCRIBED IN SCHEDULE ATTACHED HERETO AND MADE A PART HEREOF:

STATE OF FLORIDA DOCUMENTARY STAMP TAX JAN-8'73 $.30 LEE COUNTY

FLORIDA DOCUMENTARY SURTAX $00.55 JAN-8'73 DEPT. OF REVENUE P.A. 10122 LEE COUNTY 074395

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

OFF. REC. 891 PAGE 231

U.S. 108

TO HAVE AND TO HOLD THE SAME, together with all and singular the appurtenances thereto belonging or in anywise incident or appertaining, and all the estate, right, title, interest, and claim whatsoever of the party of the first part, in law or in equity, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns forever.

IN WITNESS WHEREOF, the party of the first part has caused these presents to be duly executed in its name by its _____ President, and its corporate seal to be hereto affixed, attested by its _____ Secretary, the date first above written.

Signed, sealed and delivered in the presence of:

Gretchen Young

(CORPORATE SEAL)

LEE COUNTY, FLORIDA
A Political Subdivision,

BY: Kenneth Daniels
ITS CHAIRMAN ~~PRESIDENT~~

ATTEST: D. Farabee
ITS CLERK ~~SECRETARY~~

BY Lois Kurtz D.C.

STATE OF FLA.

COUNTY OF LEE

Before me personally appeared KENNETH DANIELS and D.T. FARABEE by Lois Kurtz, Chairman and CLERK, to me well known and known to me to be the ~~President and Secretary~~ respectively of THE BOARD OF LEE COUNTY COMMISSIONERS the corporation named in the foregoing instrument, and known to me to be the persons who as such officers of said corporation, executed the same; and then and there the said KENNETH DANIELS and the said D.T. FARABEE by Lois Kurtz did acknowledge before me that said instrument is the free act and deed of said corporation by them respectively executed as such officers for the purpose therein expressed; that the seal thereunto attached is the corporate seal by them in like capacity affixed; all under authority in them duly vested by the Board of Directors of said Corporation.

Witness my hand and official seal this 21st day of DEC. 1972.

Notary Public in and for the County and State aforesaid.

My commission expires: 8-11-73

NOTARY PUBLIC STATE OF FLORIDA

QUIT CLAIM DEED

SECTION _____

STATE ROAD _____

FROM _____

TO

STATE OF FLORIDA

Dated _____, 19__

FILED FOR RECORD

in the office of the Clerk of the Circuit Court for the County of _____ State of Florida, on the _____ day of _____, A. D. 19__, and recorded in Deed Book _____ on Page _____ and the record verified.

Clerk of the Circuit Court

_____ County, Florida

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

OFF. REC. 891 PAGE 292

SECTION 12504-2601

RIGHT OF WAY

PARCEL 140

That part of:

Section 1, Township 45 South, Range 24 East; Section 36, Township 44 South, Range 24 East; Section 5 and 6, Township 45 South, Range 25 East; and Section 25, 26, 27, 28, 31, 32, 33, 34 and 35, Township 44 South, Range 25 East, Southerly of State Road 82-B.

Lying within 50 feet Northerly of the Survey Line on State Road S-82-B, Section 12504 Westerly of Station 129+68.91; lying within 100 feet Northerly of said Survey Line between Station 129+68.91 and Station 154+00.00; lying within 125 feet Northerly of said Survey Line between Station 154+00.00 and Station 311+00.00; lying within 125 feet Northerly of said Survey Line between Station 383+37.08 and Station 482+40.82; lying within 66 feet Southerly of said Survey Line Westerly of Station 101+50.00; lying within 50 Southerly of a Center Line of Construction on State Road S-82-B between Station 101+50.00 and Station 107+55.62; lying within 50 feet Southerly of said Survey Line between Station 107+55.34 and Station 129+68.91; lying within 100 feet Southerly of said Survey Line between Station 129+68.91 and Station 154+00.00; lying within 125 feet Southerly of said Survey Line between Station 154+00.00 and Station 311+00.00; lying within 125 feet Southerly of said Survey Line between Station 383+37.08 and Station 482+40.82; said Survey Line, Center Line of Construction and Stations being described and located as follows:

Begin at the corner common to Section 35 and 36, Township 44 South, Range 24 East, and Section 1 and 2, Township 45 South, Range 24 East, said corner being 2660.00 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 2641.80 feet, thence North 88°52'20.70" East 327.11 feet to Station 129+68.91, continue thence North 88°52'20.70" East 2315.61 feet to the corner common to Section 1, Township 45 South, Range 24 East, Section 6, Township 45 South, Range 25 East, Section 31, Township 44 South, Range 25 East, and Section 36, Township 44 South, Range 24 East, thence North 88°37'21.19" East 115.48 feet to Station 154+00.00, continue thence North 88°37'21.19" East 2531.50 feet, thence North 88°56'31.26" East 2643.09 feet to the corner common to Section 5 and 6, Township 45 South, Range 25 East and Section 31 and 32, Township 44 South, Range 25 East, thence North 83°36'06.16" East 213.95 feet to the beginning of a curve concave to the Northerly having a radius of 2864.789 feet, thence run Easterly along said curve 2109.96 feet through a central angle of 42°11'57.16" to the end of said curve, thence North 46°24'09" East 4285.34 feet to the Easterly boundary of said Section 32, (Westerly boundary of Section 33, Township 44 South, Range 25 East), continue thence North 46°24'09" East 1394.93 feet to the beginning of a curve concave to the Southerly having a radius of 2864.79 feet, thence run Easterly along said curve 2099.97 feet through a central angle of 41°59'57.62" to the end of said curve, thence North 88°24'06.62" East 431.26 feet to Station 311+00.00, continue thence North 88°24'06.62" East 1956.69 feet to the corner common to said Section 33 and Sections 27, 28 and 34, all in Township 44 South, Range 25 East, thence North 89°16'08.73" East 2643.43 feet, thence North 89°08'22.65" East 2636.96 feet to Station 383+37.08 being the corner common to said Section 27 and 34 and Section 26 and 35, Township 44 South, Range 25 East, thence South 89°38'04.00" East 4308.02 feet to the beginning of a curve concave to the Northwesterly having a radius of 2864.79 feet, thence run Northeasterly along said curve 908.13 feet through an angle of 18°9'45" to the Easterly boundary of said Section 26 (Westerly boundary of Section 25, Township 44 South, Range 25 East, continue thence along said curve 1416.54 feet through an angle of 28°19'51" to the end of said curve, thence North 43°52'20.19" East 2148.27 feet to the beginning of a curve concave to the Southeasterly having a radius of 1432.39 feet, thence run Northeasterly along said curve 1122.78 feet through a central angle of 44°54'40" to the end of said curve at Equation Station 482+40.82 Center Line of Survey equals Station 120+83.62 Center Line State Road 82-B, thence North 88°47'00.19" East 1557.96 feet to Station 13641.58 designated as End Right of Way Job, said point being on the Easterly boundary of said Section 25, 153.07 feet Northerly of the NE corner of the SE 1/4 of said Section 25.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Commence at the corner common to Section 35 and 36, Township 44 South, Range 24 East, and Section 1 and 2, Township 45 South, Range 24 East, said corner being 2660.00 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 150.00 feet, thence South 01°07'08.22" East 16.00 feet to begin Center Line of Construction, at Station 101+50.00, being the beginning of a curve concave to the Northerly having a radius of 5729.58 feet, thence Easterly along said curve 302.81 feet through a central angle of 3°01'41.19" to the end of said curve and the beginning of a curve concave to the Southerly having a radius of 5729.58 feet, thence Easterly along said curve 302.81 feet through a central angle of 3°01'41.19" to Station 107+55.62 and the end of said curve, thence North 88°52'51.78" East 1886.46 feet to the Easterly boundary of the SW 1/4 of said Section 36, at a point 2656.09 feet Southerly of the NE corner of the SW 1/4 of said Section 36.

ALSO:

That part of:

The SW 1/4 of the SW 1/4 of the SW 1/4 of Section 36, Township 44 South, Range 24 East.

Lying within the following metes and bounds description:

Commence at the corner common to Section 35 and 36, Township 44 South, Range 24 East and Section 1 and 2, Township 45 South, Range 24 East, said corner being 2660.00 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 86.77 feet, thence North 6°07'44.65" East 50.40 feet to a Point of Beginning, thence North 88°52'51.78" East 74.92 feet to a point on a curve concave to the Northeasterly having a radius of 75.25 feet, thence from a Tangent Bearing of South 88°52'51.78" East, run Northwesterly along said curve 75.25 feet through an angle of 67°25'20.27" to the end of said curve and a point on a curve concave to the Westerly having a radius of 2946.79 feet, thence from a Tangent Bearing of South 5°00'56.61" West run Southerly along said curve 46.68 feet through an angle of 0°54'27.22" to the Point of Beginning.

ALSO:

That part of:

The NW 1/4 of the NW 1/4 of the NW 1/4 of Section 1, Township 45 South, Range 24 East.

Lying within the following metes and bounds description:

Commence at the corner common to Section 35 and 36, Township 44 South, Range 24 East and Section 1 and 2, Township 45 South, Range 24 East, said corner being 2660.00 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 86.77 feet, thence South 6°08'07.78" West 66.53 feet to a Point of Beginning, continue thence South 6°08'07.78" West 86.58 feet, thence North 42°34'40.40" East 119.13 feet, thence South 88°52'51.78" West 71.63 feet to the Point of Beginning.

ALSO:

That part of:

The SE 1/4 of Section 36, Township 44 South, Range 24 East;

Lying within the following metes and bounds description:

Commence at the Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East, said corner being 2656.09 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 265.17 feet, thence North 30°02'20.70" East 58.43 feet to a point of beginning, continue thence North 30°02'20.70" East 97.05 feet to the beginning of a curve concave to the Westerly having a radius 1856.86 feet, thence Northerly along said curve 560.57 feet through an angle of 17°17'49.54", thence South 26°36'41.75" West 195.94 feet to a point on a curve concave to the Westerly having a radius of 1819.86 feet, thence from a Tangent Bearing of South 18°44'31.15" West, run Southerly along said curve 285.86 feet through an angle of 8°59'59.99", thence South 48°10'33.69" West 253.61 feet, thence North 88°52'20.70" East 137.21 feet to the point of beginning;

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

ALSO:

That part of:

The NE 1/4 of Section 1, Township 45 South, Range 24 East;

Lying within the following metes and bounds description:

Commence at the Northwest corner of the Northeast 1/4 of Section 1, Township 44 South, Range 24 East, (Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East), said corner being 2656.09 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 265.17 feet, thence South 30°02'20.70" West 58.43 feet to a point of beginning, continue thence South 30°02'20.70" West 709.51 feet, thence North 59°57'39.30" West 37 feet, thence North 30°02'20.70" East 550 feet, thence North 7°13'00.87" West 118.01 feet, thence North 88°52'20.70" East 126.73 feet to the point of beginning.

ALSO:

That part of:

The SE 1/4 of Section 36, Township 44 South, Range 24 East;

Lying within the following metes and bounds description:

Commence at the Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East, said corner being 2656.09 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 339.05 feet, thence North 29°57'30.51" East 116.77 feet to a point of beginning, said point being on a curve concave to the Westerly having a radius of 1962.86 feet, thence from a Tangent Bearing of North 29°17'52.07" East, run Northerly along said curve 567.18 feet through an angle of 16°33'20.91", thence South 5°38'24.39" West 210.66 feet to a point on a curve concave to the Westerly having a radius of 1999.86 feet thence from a Tangent Bearing of South 13°44'31.15" West run Southerly along said curve 261.78 feet through an angle of 7°29'59.99", thence South 19°56'06.63" East 78.84 feet, thence South 88°52'20.70" West 108.86 feet to the point of beginning.

ALSO:

That part of:

The NE 1/4 of Section 1, Township 45 South, Range 24 East;

Lying within the following metes and bounds description:

Commence at the Northwest corner of the Northeast 1/4 of Section 1, Township 45 South, Range 24 East (Southwest corner of the Southeast 1/4 of Section 36, Township 44 South, Range 24 East) said corner being 2656.09 feet Southerly of the Northwest corner of the Southeast 1/4 of said Section 36, run thence North 88°52'20.70" East 289.05 feet, thence South 30°02'20.70" West 116.37 feet to a point of beginning, continue thence South 30°02'20.70" West 715.19 feet thence South 59°57'39.30" East 37 feet, thence North 30°02'20.70" East 600 feet, thence North 52°06'50.69" East 196.70 feet, thence South 88°52'20.70" West 129.63 feet to the point of beginning.

ALSO:

That part of:

L3A-2A1 Canal formerly Iona Drainage District Canal in Section 36, Township 44 South, Range 24 East;

Lying within 30 feet Easterly and 45 feet Westerly of a Drainage Easement Center Line on State Road S-82-B, said Center Line being described as follows:

Commence at the corner common to Sections 35 and 36, Township 44 South, Range 24 East and Section 1 and 2, Township 45 South, Range 24 East, said corner being 2660 feet Southerly of the NW corner of the SW 1/4 of said Section 36, run thence North 88°52'51.78" East 1338 feet to Begin Drainage Easement Center Line, thence North 1°22'08.22" West 150 feet to End Drainage Easement Center Line.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

ALSO:

That part of:

The West 1/2 of the NW 1/4 of the NE 1/4 of the NW 1/4 of Section 1, Township 45 South, Range 24 East;

Lying within 17 feet Westerly and 30 feet Easterly of a Drainage Easement Center Line on State Road S-82-B, said Center Line being described as follows:

Commence at the corner common to Sections 35 and 36, Township 44 South, Range 24 East and Sections 1 and 2, Township 45 South, Range 24 East, said corner being 2594.10 feet Northerly of the SW corner of the NW 1/4 of said Section 1, run thence North 88°52'51.78" East 1338 feet to Begin Drainage Easement Center Line, thence South 1°22'08.22" East 700 feet to End Drainage Easement Center Line.

It is the intention of the parties that this Quit Claim Deed releases all of the grantor's right, title, interests, and claim under any recorded or unrecorded easements in, to, over, above, under and across the above described property.

"Provided, however that in case of abandonment of the above said Right of Way by the State of Florida Department of Transportation, its successors and assigns for use and occupation for roadway or transportation purposes, the grantor, its successors or assigns shall have the right to re-enter, and to hold, own, and possess the same in the same manner and to the same extent as if this conveyance had never been made."

THIS INSTRUMENT WAS PREPARED BY
F. H. SHU
STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
BARTOW, FLORIDA
DESCRIPTION APPROVED: Sept. 20, 1972

JAN 8 3 15 PM '73
Sol Gerard, Clerk Circuit Court
Lee County, Ft. Myers, Florida
By: [illegible] D.C.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

53 pgs
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LEE COUNTY ORDINANCE NO. 86-14

AN ORDINANCE RELATING TO GARBAGE AND SOLID WASTE COLLECTION WITHIN LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS AND A SPECIAL DISTRICT UNIT TO INCLUDE INCORPORATED AREAS OF THE COUNTY; TO BE KNOWN AS SOLID WASTE AND MANDATORY COLLECTION UNITS FOR SERVICE AREAS; PROVIDING FOR THE PURPOSE OF DISPENSING OF SOLID WASTE AND THE BOUNDARIES; ESTABLISHING A GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION; MANDATING SERVICES AND PAYMENT FOR SAME; LEVING SPECIAL ASSESSMENTS AND COLLECTION: PROHIBITING UNLAWFUL DISPOSAL: PENALTIES, SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

OR2189 PG3281

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHAWOOD, D.C.

WHEREAS, the Board of County Commissioners of Lee County, Florida finds that there is an inordinate amount of littering of and illegal dumping on the public right-of-way and private lands of Lee County, with garbage and waste generated within the residential and non-residential units of the County, resulting in the necessity for more stringent regulation of Garbage and Solid Waste collection practices within the County; and,

WHEREAS, Lee County has determined that a substantial number of commercial entities and residents in the County do not subscribe to a garbage or trash collection disposal service; and,

WHEREAS, the Courts of the State of Florida have determined that levies of fees for garbage and waste collection similar to those levied herein by Lee County are and can be levied as special assessments; and,

WHEREAS, it has been determined that it is necessary for the Board to exercise its authority under Florida Statute

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
INSTR # 2018000032680, Doc Type AGR, Pages 8, Recorded 02/09/2018 at 10:14 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $69.50 Deputy Clerk CDEAN

This instrument was prepared by
and after recording return to:

Edward Moran, Esq.
Lee County Port Authority
11000 Terminal Access Road
Fort Myers, FL 33913

(space above this line for recording data)

TEMPORARY EASEMENT AGREEMENT

THIS INDENTURE ("Agreement") is made and entered into this 26 day of July 2017, by and between LEE COUNTY PORT AUTHORITY, a special district of the State of Florida, whose mailing address is 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913 (hereinafter referred to as "Authority") and FOWLER STREET DEVELOPMENT, LLC, a Florida limited liability company, whose mailing address is 1240 Coconut Drive, Fort Myers, FL 33901 (hereinafter referred to as "Grantee").

WITNESSETH:

WHEREAS, the airport known as Page Field (the "Airport"), located in Lee County, Florida, is owned by Lee County, a political subdivision of the State of Florida. Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, Lee County has vested Authority with the power to operate the Airport, to lease premises and facilities on the Airport, and to grant related rights and privileges;

WHEREAS, Grantee desires to use certain property at the Airport for the purpose of ingress and egress by pedestrian traffic and by motor vehicles, to Grantee's off-airport property, which is adjacent to the Airport; and for signage and parking to serve Grantee's property; and

WHEREAS, Authority desires to grant to Grantee a temporary easement for the aforementioned purposes.

NOW, THEREFORE, for and in consideration of the terms, conditions, and mutual covenants contained herein and other good and valuable consideration received by each party, the sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Authority hereby grants to Grantee, its successors and assigns, for a term of thirty (30) years, beginning on October 1, 2017, and, unless sooner terminated pursuant to the terms hereof, expiring on September 30, 2047 (the "Term"), a non-exclusive easement (the "Easement") over and across the property described and depicted as Parcel B on Exhibits A and B, attached hereto and by reference made a part hereof (herein the "Easement Area").

2. Grantee's use of this Easement shall be limited to ingress and egress access, by

pedestrian traffic and by motor vehicles, for the parcels known as STRAP #01-45-24-P2-00062.003A (with a street address of 4607 Fowler Street, Fort Myers, FL) and STRAP ##01-45-24-P2-00062.003B (with a street address of 4601 Fowler Street, Fort Myers, FL), herein referred to together as "Grantee's Properties," and for signage and parking related to Grantee's Properties, subject to the proviso that the Authority reserves the right to utilize the Easement Area for access, ingress, and egress by pedestrian traffic and by motor vehicles to and from Fowler Street and other parts of the Airport property by Authority and its tenants, licensees, or invitees, and Grantee may not keep or install any signage, parking spaces, or curbing within the Easement Area which interferes with this right.

3. This Agreement shall be appurtenant to and for the benefit of Grantee's Properties as defined above.

4. Grantee agrees to pay to the Authority, beginning on October 1, 2017, and on or before October 1 of each year thereafter during the term hereof, an Annual Fee in the initial amount of FIVE THOUSAND FOUR HUNDRED AND NO/100 DOLLARS ($5,400.00) per year, plus any applicable sales tax, subject to periodic adjustments as provided below.

5. Beginning October 1, 2020, and every three (3) years thereafter while this agreement is in force, the "Annual Fee" will be adjusted for proportionate increases and decreases in CPI but will never be less than the initial "Annual Fee" specified above. The adjusted Annual Fee will be the product of the initial annual fee specified above multiplied by a fraction, the numerator of which is the comparison index and the denominator of which is the base index. The term "base index" means the CPI in effect for the calendar month of August 2017. The term "comparison index" means the CPI in effect for the second calendar month (i.e., August) before the applicable adjustment date. The term CPI means the Consumer Price Index for All Urban Consumers (CPI-U), U.S. City Average, All Items, (1982-84 = 100), published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI ceases to use 1982-84 = 100 as a base, or if the CPI is altered, modified, converted, or revised in any way, the CPI will be adjusted to the figure that would have resulted had the change not occurred. If the CPI ceases to be published, any substitute or successor equivalent index published by any agency of the U.S. government will be used.

6. If any annual payment is not made to Authority within thirty (30) days of the due date provided herein, this Agreement may be terminated by Authority upon thirty (30) days advance written notice to Grantee sent to its address above, unless such payment is made prior to the effective date of such termination.

7. Authority shall have the right, but not the obligation, to maintain or improve, to Authority's specifications, all or any portion of the Easement Area. Authority may install, maintain, and repair, or cause to be installed, maintained, and repaired, such pavement, curbing, drainage, or other improvements which will not materially interfere with Grantee's use of the Easement Area, so as to facilitate access, ingress,

and egress by pedestrian traffic and by motor vehicles to and from the Authority's remaining property, and Fowler Street by Authority and its tenants, licensees, or invitees.

8. Grantee shall not make, modify, relocate, or interfere with any improvements within the Easement Area without the prior written consent of Authority. Grantee will not commence any construction work (including but not limited to mobilization, earth moving, initial construction, improvements, alterations, and repairs) within the Easement Area until after it: (i) submits to the Authority for the Authority's approval complete plans and specifications for the proposed work, utilizing the procedures set out in the Authority's "Leasehold Development Standards"; (ii) obtains and pays for all applicable permits and approvals required for any such work, and pays any applicable impact fees or other development fees; (iii) executes, delivers to the Authority, and records in the public records of Lee County, separate payment and performance bonds, which comply with the requirements of Florida Statutes section 255.05(1)(a) if determined to be applicable by the Port Authority Attorney's Office, and are reasonably satisfactory to the Authority, in at least the full amount of the contract price for completing the work; and (iv) obtains from Authority written approval of the design plans and specifications and a written work permit authorization. The Authority reserves the right to require Grantee to resubmit designs and plans until acceptable to the Authority. The Authority may require architectural, landscaping, or other elements that exceed the minimum requirements of Lee County.

9. This Agreement shall be binding upon and inure to the benefit of the parties specified herein, their legal representatives and successors and assigns.

10. This Agreement shall remain in full force and effect until the earlier to occur of: (i) expiration of the Term of this agreement; (ii) rightful termination of this agreement prior to the expiration of the Term as herein permitted; or (iii) written waiver or release by Grantee.

11. Grantee acknowledges and agrees that Authority has made no representations or warranties, express or implied, regarding the state of title of Page Field or the Easement Area. Grantee acknowledges and agrees that this Agreement is subject to all, if any, valid and existing mortgages, deeds of trust, ground leases, occupancy leases, oil, gas, sulfur, and mineral leases, unitization agreements, easements, restrictive covenants, mineral and royalty grants and reservations and other instruments now of record against Page Field that affect or that are otherwise senior and superior in interest to this Agreement.

12. Grantee acknowledges and agrees that Authority has made no representations or warranties, express or implied, regarding: (i) the physical condition of the Easement Area (including but not limited to the presence of hazardous materials and substances or other environmental conditions on or about the larger property on which the Easement Area is located); or (ii) the suitability of the Easement for the allowed use(s) of the Easement. Grantee further acknowledges and agrees that: (a) Grantee

is experienced in land acquisitions and development; (b) Grantee has conducted al necessary and appropriate inspections of the Easement Area; and (c) Grantee accepts the Easement Area and the surrounding real property in "AS-IS" "WHERE-IS," and "WITH ALL FAULTS" condition, and without any warranty, express or implied, of any sort from Authority.

13. To the fullest extent permitted by law, Grantee shall indemnify, protect, defend (with attorneys reasonably acceptable to Authority) and hold harmless Authority (including Authority's directors, officers, partners, members, employees, agents, contractors, affiliates, representatives, successors and/or assigns) from and against any and all liabilities, losses, damages, costs, judgments, fines, demands, claims (including, but not limited to, reasonable attorneys' fees, disbursements and court costs and all other professional or consultant's expenses), whether foreseeable or unforeseeable, arising directly or indirectly out of or related to: (a) the use of the Easement Area or Page Field by Grantee and/or Grantee's agents, representatives, employees, contractors and/or invitees; (b) the design, construction and maintenance of any improvements installed by or on behalf of Grantee or Grantee's employees, agents, representatives, contractors and/or invitees.

14. Prior to commencing any entry upon, use of or activities on the Easement Area, Grantee (or any contractor or consultant of Grantee) shall, at its sole cost and expense, obtain and thereafter at all times maintain a policy or policies of commercial general liability insurance covering Grantee's use of the Easement Area pursuant to this agreement, which: (a) contain limits of at least $1,000,000.00 per occurrence; (b) name Lee County Port Authority as an additional insured; (c) include premises and contractual liability coverage; and (d) are primary and noncontibutory, and include a waiver of subrogation in favor of the Authority. Certificates of all policies evidencing the insurance required, including renewal policies, must be delivered to the Authority. Each such policy or certificate shall contain a valid endorsement that such insurance will not be canceled or materially changed or altered without first giving advance written notice to the Lee County Port Authority.

15. Grantee acknowledges and agrees that upon the expiration of this Agreement, any improvements located on the Easement Area will be deemed to be the property of the Authority.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by fully authorized signatories as of the date first written above.

AUTHORITY:

LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman
Board of Port Commissioners
Date: _____

Commissioner Cecil L. Pendergrass
Lee County Board of County Commissioners
District 2

ATTEST & WITNESS:
LINDA DOGGETT, CLERK

By: Joyce Townsend
Deputy Clerk

Approved As To Form for the
Reliance of the Lee County Port
Authority only, and as Witness:

By: _____
Port Authority Attorney

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 12th day of October, 2017, Cecil Pendergrass as Vice-Chairman of the Board of Port of Commissioners, who (✓) is personally know to me, or ( ) has produced _____ as identification.

SEAL

EILEEN GABRICK
MY COMMISSION # FF940858
EXPIRES: January 11, 2020

Eileen Gabrick
Notary Public
Eileen Gabrick
Printed Name
FF940858 1-11-2020
Commission No. Expiration Date

GRANTEE:

Fowler Street Development, LLC

By: _____
Gabriele Baum
Title: Manager
Date: 07/28/17

STATE OF Florida)
) SS
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 28 day of July, 2017, by Gabriele Baum as Manager of Fowler Street Development, LLC, a Florida limited liability company, who ( ) is personally know to me, or (X) has produced FLDL # B500-280-61-832-0 as identification.

SEAL

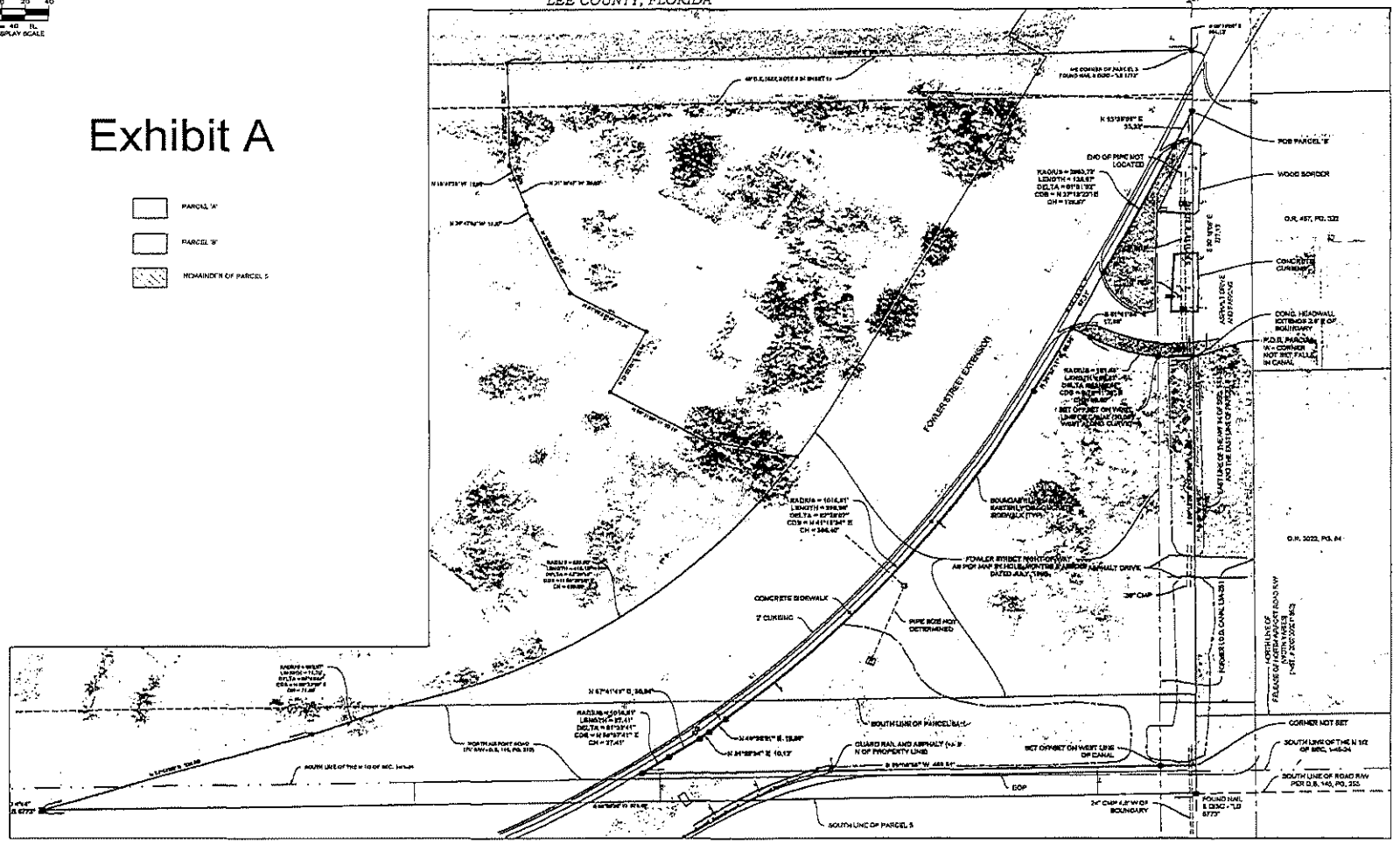
Notary Public State of Florida
Michelle A Hermina
My Commission FF 231666
Expires 06/26/2019

Michelle Hermina
Notary Public
Michelle Hermina
Printed Name
FF231666 6/26/2019
Commission No. Expiration Date

BOUNDARY SURVEY

LYING IN
SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

Exhibit A



LEE COUNTY PORT AUTHORITY

NO	DATE	REVISION
A	12-15-17	
B	1-3-18	
C	2-5-18	

DES	DVD
DVD DATE	12-15-17
SURVEYOR	I.S.T.
DRAWN BY	DVD
CHECKED BY	PJG
SCALE	1" = 40'
COUNTY	LEE
SEC	1
PROJECT NUMBER	15-12
CAD FILE NAME	15-12 BSC1

SEC 1, TWP 45 SOUTH, RGE 24 EAST
LEE COUNTY, FL

Cardno

2 OF 2

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Exhibit "B"

PARCEL 'B'

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST 1/4 OF SAID SECTION 1, THENCE RUN S 00°18'06" E ALONG THE EAST LINE OF SAID NORTHWEST 1/4 FOR 654.12 FEET TO THE NORTHEAST CORNER OF SAID PARCEL 5; THENCE CONTINUE S 00°18'06" E ALONG SAID EAST LINE FOR 54.74 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 00°18'06" E ALONG SAID EAST LINE FOR 222.39 FEET TO A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID CURVE (RADIUS = 151.55 FEET, DELTA = 33°59'44", CHORD BEARING S 78°41'26" E FOR 88.60 FEET) FOR 88.92 FEET TO THE POINT OF TANGENCY; THENCE N 61°41'34" W FOR 17.65 FEET TO THE NORTHEASTERLY PROJECTION OF A ONE FOOT OFFSET EASTERLY OF THE EDGE OF A CONCRETE SIDEWALK; THENCE N 28°18'49" E ALONG SAID LINE FOR 57.31 FEET TO A POINT ON A NON-TANGENT CURVE TO THE LEFT; THENCE ALONG SAID CURVE, ALSO BEING A ONE FOOT OFFSET EASTERLY OF A CONCRETE SIDEWALK, (RADIUS = 3983.73 FEET, DELTA = 1°51'02", CHORD BEARING N 27°13'22" E FOR 128.67 FEET) FOR 128.67 FEET; THENCE N 25°35'05" E FOR 35.23 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINING 11,767.5 SQUARE FEET OR 0.27 ACRES MORE OR LESS.

Memorandum
from the
Department of County Lands

Title Certification
Strap Number(s):01-45-24-P1-00060.008B
Folio ID(s): 10489423

Certified to: Lee County Port Authority and South Florida Water Management District

Effective Date of Title Certification: July 31, 2023 at 5:00 pm

I have searched the Public Records of Lee County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A". I have made a careful examination of the Public Records of Lee County, Florida, with respect to the real property described in attached Exhibit "A". Based on the foregoing, we hereby certify Record Title to the above-described real property, as to the Effective Date of the Title Certification set forth above, is vested in:

Lee County as shown in attached Exhibit "B".

The following are all of those persons or entities holding a mortgage secured by the property:

N/A

The following are easements, rights of way and encumbrances affecting the property:

1) Lee County Ordinances relating to garbage and solid waste collection, recorded November 30, 1990, Official Record Book 2189, Pages 3281, in the Public

   NOTE:Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report

   NOTE: Deed of Release by the United States of America, acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, recorded March 25, 1996 in Official Records Book 2688, Page 1578, Public Records of Lee county, Florida. Document is attached to the Quitclaim Deed recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida.

Tax Status:

01-45-24-P1-00060.008B_- Subject property is assessed at $1,031,137.00 for 2023 with local government exemption of $1,031,137.00. Non-Ad Valorem Assessment Taxes for 2022 were paid on December 12, 2022 in the amount of $761.86.

NOTE: This Property is tax exempt.

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search of the Public Records of Lee County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____

Marja Borkert
Property Acquisition Assistant

Tax Status:

01-45-24-P1-00060.008B_- Subject property is assessed at $1,031,137.00 for 2023 with local government exemption of $1,031,137.00. Non-Ad Valorem Assessment Taxes for 2022 were paid on December 12, 2022 in the amount of $761.86.

NOTE: This Property is tax exempt.

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search of the Public Records of Lee County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____
Marja Borkert
Property Acquisition Assistant

Exhibit "A"

Parcel A:

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼; the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/14 and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Exhibit "B"

County of Lee, acting by and through its Board of County Commissioners, a political subdivision of the State of Florida by Quitclaim Deed and Surrender of Lease from the United States of America, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the power and authority contained in the provisions of the Surplus Property Act of 1944, from recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida

Lee County Property Appraiser

Tax Year 2023

Property Data

STRAP: 01-45-24-P1-00060.008B Folio ID: 10489423

Generated on 8/25/2023 10:43 AM

Owner Of Record - Sole Owner [Change Address]

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

Site Address

Site Address maintained by E911 Program Addressing

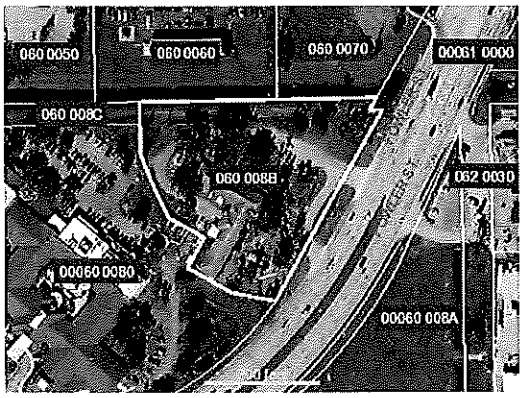
4650 FOWLER ST
FORT MYERS FL 33907

Property Description

Do not use for legal documents!

FM NW COR SEC 01 S 648.61 FT
E 1749 FT POB THEN E 773 FT TO
ROW FOWLER THEN SWLY 375

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Hurricane Ian Tax Roll Value Letter Tax Refund Status

Just	1,031,137

Attributes

Land Units Of Measure	SF
Units	95189.04
Total Number of Buildings	1
Total Bedrooms / Fixtures	0 / 30
Gross Building Area	9,955
1st Year Building on Tax Roll	1977
Historic Designation	No

Image of Structure

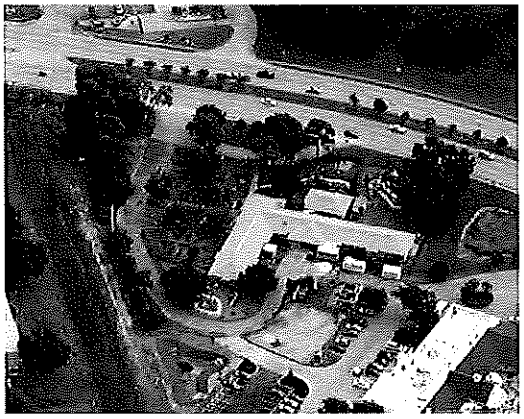


Photo Date January of 2012 View other photos

Last Inspection Date: 05/04/2017

Exemptions / Classified Use (Current)

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Exemptions / Classifed Use (2023 TRIM)

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Values (2023 TRIM)

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Taxing Authorities

Generated on 8/25/2023 10:43 AM

Sales / Transactions

Generated on 8/25/2023 10:43 AM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
100.00	06/01/1947	25/260	03		V

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR LEE COUNTY, FLORIDA 2022 Paid Real Estate

Account Number:
01-45-24-P1-00060.008B

Alternate Key:
2100105062

Millage Code:
263

Site Address / Legal Description:
4650 FOWLER ST

FM NW COR SEC 01 S 648.61 FT E 1749 FT
POB THEN E 773 FT TO ROW FOWLER THEN
SWLY
See Additional Legal on Tax Roll

*** See message below**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Amount Due: $0.00 **If Paid By:** Dec 31, 2022

Paid 12/12/2022 DP-00-00695016 $761.86

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	937,681	937,681	0	0.00
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	948,314	948,314	0	0.00
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.3090	948,314	948,314	0	0.00
CITY OF FORT MYERS	239-321-7185	6.9999	937,681	937,681	0	0.00
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	937,681	937,681	0	0.00
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	937,681	937,681	0	0.00
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	937,681	937,681	0	0.00
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	937,681	937,681	0	0.00
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0225	937,681	937,681	0	0.00
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	937,681	937,681	0	0.00
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	937,681	937,681	0	0.00

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount
CITY OF FORT MYERS STORMWATER	239-321-7448		517.44
LEE COUNTY SOLID WASTE ASSESSMENT	239-533-8000		276.16

Keep for your records

2022 Combined Total Ad Valorem and Non-Ad Valorem: $793.60

2022 Paid Real Estate

12/12/2022
DP-00-00695016
$761.86

Account:	01-45-24-P1-00060.008B
Site Address:	4650 FOWLER ST, FORT MYERS, 33907
Alternate Key:	2100105062
If Paid By:	**Amount Due:**
Dec 31, 2022	$0.00

Phone/Email Contact: _____

***If the address below is not correct, visit www.leepa.org to update your address.**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

115893

QUITCLAIM DEED AND SURENDER OF LEASE

THIS INDENTURE, made this 4th day of June, 1947, between the UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part, and the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, party of the second part.

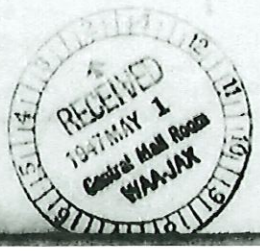
WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its convenant to abide by and agreement to certain other reservations, restrictions and conditions all as set out hereinafter, has remised, released, sold, assigned, transferred, delivered and quitclaimed but without representations or warranty whatsoever, and by these presents does remise, release, sell, assign, transfer, deliver and quitclaim, but without representations or warranty whatsoever, to the said party of the second part, its successors and assigns under the subject to the reservations, restrictions and conditions exceptions and reservation of property and rights hereinafter set out, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of Lee, State of Florida, to-wit:

The south half of the Northeast Quarter, Sect. 1, TWP 45 S , R 24 E, less the East 357.95 feet and less a parcel of land described as follows;

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼;the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/14 and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Also the following easements and rights-of-way, said easements being located in the area known as Page Field, Lee County, Florida, and more particularly described as follows:





DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Avigation easement obtained by the United States Government under indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 252, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 214 of Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 249, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 248, Lee County Records;

Avigation easement dated June 2, 1942, recorded in Deed Book, 155 p. 137; and

Perpetual easement for an outfall canal, obtained by the Government by indenture dated February 26, 1945 and recorded in Deed Book 159, p. 137;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated December 27, 1944, recorded in Deed Book 157, p. 311;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated January 16, 1945, recorded in Deed Book 159, p. 130, Lee County Records.

TOGETHER the following buildings and improvements located on all land hereinabove expressly described, and on land leased from Lee County, Florida, as hereinafter set forth:

All of the runways, taxiways, parking aprons, field marking and lighting, drainage system, control tower, water system, sewage disposal system, telephone system, and buildings listed as follows:

T-1314	T-1304	T-1306	T-1308-1	T-906	T-712	T-712-1	T-315
T-1303	T-1309	T-1305	T-1114	T-907	T-717	T-511	T-211

And also the following described equipment:

DESCRIPTION	DECLARATION DATA	WAA NO.
Grader, Motor, Adams, Ser.871 W-542427, 12' blade, semi-Diesel R&U GM-133	PF-PE-RFC-3 12/27/46, Item 1 Post Eng. PAAF	99-19527
Concrete Mixer, REX, on wheels Ser. #SKF-323 R&U GM-79	PF-PE-RFC-3 12/27/46, Item 2 Post Eng. PAAF	99-19527
Crane (Dragline) Truck, USA ,4169554 R&U, DE-32, Model T60, Hercules Mtr. #1311673, w/1 Clam Bucket 3/8 cu.yds. R&U CD-50, One Drag Bucket 3/8 cu.yds. Hendrix #1771, R&U DE-51	PF-PE-RFC-5 1/9/46 Crane, Page 1, Item 8 Clam Bucket, p. 1 Item 11, Drag Bucket P. 2, Item 10 Post Eng. PAAF	677419
Mower, Gang, 7 Sections, Worthington Grass Blitzer	PF-PE-RFC-6 1/9/46 Page 1, Item 3 Post Engr. PAAF	99-20622
Air Compressor, Schramm, Portable Rubber Tire, Trailer, N0652530 Model-60, Ser. 95149, R&U AC-46	PF-PE-RFC-7 1/9/46, Item 1, Page 1 Post Eng. PAAF	16849
Distributor, Asphalt, 300 gals. Wisconsin Mtr, Standard Pump #434589,-3 Patch hose, 6' Spray Bar R&U DE-44	PF-PE-RFC-5 1/9/46, Item 1 Page 1, Post Eng. PAAF	677410
	S-RFC-90 8/1/46, Page 1 Item 1	Unrecorded

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Roller, Road, Gas Engine Tandem US-828606, Wisconsin Engine, R&U 404	PF-PE-RFC-5 1/9/46, Page 1, Item 4 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 2	Unrecorded
Sweeper, Grace 2 Way, Ser. #825 One Extra Brush & Br. Filler R&U SR-56, U.S. Reg. W-744467	PF-PE-RFC-5 1/9/46, Page 1, Item 6 Brush & Brush Filler Page 2, Item #12 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 3	Unrecorded
Mower, Gang. 7 Sect. Worthington Grass Blitzer #A-5847, A-5767-A-5890 A-5807, A-4799, A-5847, & A-5854	PF-PE-RFC-6 1/9/46, Item 1, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 1, P. 1.	Unrecorded
Tractor, Case, Mower, w/5' Side Mower, blade # 825939 Model VAI #4700606, Ser. #12642 R&U MO 45	PF-PE-RFC-6 1/9/46, Item 8, p. 11 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 4, P. 1	Unrecorded
Tractor, Case, Mower, w/5' Side Mower Blade, W 825940 Model VAI #4760640, Ser. Eng. 12453, R&U MO-45	PF-PE-RFC-6 1/9/46, Item 7, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 3, P. 1	Unrecorded
Brush, Filling Machine Mod. T-17A R&U #SR-56	S-RFC-90 8/1/46, Page 1, Item 4	Unrecorded
Distributor, Fertilizer Ser. #15242, Model 3	S-RFC-91 8/1/46, Page 1, Item 2	Unrecorded
Fire Truck, Class 500 Pumper, GMC Serial #W-563652	Unknown (now being used for protection of Field)	Unrecorded

The above described premises are transferred subject to existing easements for roads, highways, public utilities, railways and pipelines.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all property in the nature of equipment, furnishings and other personal property located on the premises expressly hereinbefore described and on the leased premises hereinbefore mentioned, and on the leased premises hereinafter described, which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on such premises which is required for the efficient operation for air port purposes of the structures and improvements specifically listed hereinabove, as being transferred hereby; and further excepting from this conveyance all structures on such premises other than structures specifically described or enumerated above as being conveyed hereunder, and reserving to the party of the first part the right of removal from the premises of the property and structures excepted hereby, within a reasonable period of time after the date hereof, which shall not be construed to mean any period less than one (1) year after the date of this instrument.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

By accepting this instrument or any rights hereunder, the said party of the second part hereby releases the party of the first part from any and all liability for all claims for losses or damage arising out of the exceptions and the reservations above. Further, the party of the first part, for the considerations expressed, does hereby surrender, subject to the terms and conditions of this instrument the interest of the party of the first part in that certain lease dated the 19th day of February 1942, as modified by Supplemental Agreements dated July 16, 1942 and March 5, 1945, from the party of the second part to the party of the first part, covering the properties generally described and referred to as Page Field, containing 628 acres of land, more or less, and located in the County of Lee, State of Florida, and more particularly described as follows:

> Beginning at a point on the South line of Section 1, TWP 45 South, Range 24 E, at a point where the West right-of-way line of the Seaboard Air Line Railroad intersects said Section line 162.7 feet, more or less West of the SE corner of said Section; run thence West along the South line of Section 1, TWP 45 South, Range 24 E, to a point 320 feet East of the SW corner of said section; run thence N. 824 feet; thence East 1000 feet; thence North 476 feet; thence East 642 feet; thence North 660 feet; thence West 311 feet; thence North 660 feet; thence West 991 feet; thence North 1320 feet; thence East 1320 feet; thence South 660 feet; thence East 660 feet; thence South 660 feet; thence East 1070 feet; thence North 809 feet; thence East 1400 feet, more or less, to the West right-of-way line of the Seaboard Air Line Railroad; thence Southerly along the West right-of-way line of said Railroad to the point of Beginning.
> ALSO - the N half (N½) of Section 12, TWP 45 S, Range 24 E, less right-of-way of Seaboard Air Line Railroad on East side and paved highway (U.S.#41) on West side.
> All of said lands being in Lee County, Florida, and containing in all 618 acres, more or less.
>
> ALSO - Tracts 4 and 5 of the subdivision in the North half (N½) of Southwest Quarter (SW¼) of Section 1, TWP 45 S, Range 24 E, as shown on Plat of said subdivision, recorded in Plat Book 3, page 45, of the Public Records of Lee County, Florida, and containing 10 acres, more or less.

which Lease, as modified, would otherwise continue in full force and effect until six (6) months from the date of the termination of the unlimited emergency as declared by the President of the United States on May 22, 1941, Proclamation 2487 or June 30, 1967, whichever shall occur first, subject to the provisions thereof.

The party of the second part does hereby release the party of the first part from any and all claims which exist or may arise under the provisions of the aforesaid lease, except claims, as to the airport property, which may be submitted under Section 17 of the Federal Airport Act.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that transfer of the property transferred by this instrument is accepted subject to the following restrictions set forth in sub-paragraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders, provided that said reservations and restrictions shall not apply to that portion of the leasehold south of Danley Road as shown on the map marked Exhibit "A", attached hereto and made a part hereof.

(1) That all of the property transferred hereby, including the premises hereinabove expressly described, the leased premises and structures, buildings and improvements on all the above mentioned premises, hereafter in this instrument called the "airport", shall be used for public airport purposes, and only for such purposes, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used herein, "public airport purposes" shall be deemed to exclude use of the structures conveyed hereby, or any portion thereof, for manufacturing or industrial purposes. However, until, in the opinion of Civil Aeronautics Administration or its successor Government agency, it is needed for public airport purposes, any particular structure transferred hereby may be utilized for non-manufacturing or non-industrial purposes in such manner as the party of the second part deems advisable, provided that such use does not interfere with operation of the remainder of the airport as a public airport.

(2) That the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment of the airport shall be maintained at all times in good and serviceable condition to assure its efficient operation; provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administration or its successor Government agency. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises, which have out-

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

lived their use as airport property in the opinion of the Civil Aeronautics Administration or its successor Government agency.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions as set forth in sub-paragraphs (1) to (6) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and order, provided that said reservations and restrictions shall not apply to that portion of the airport south of Danley Road as shown on Exhibit "A" attached hereto.

(1) That insofar as is within its power and reasonably possible, the party of the second part and all subsequent transferees shall prevent any use of land either within or outside the boundaries of the airport, including the construction, erection, alteration or growth of any structure or other object thereon, which use would be a hazard to the landing, taking-off, or maneuvering of aircraft at the airport, or otherwise limit its usefulness as an airport.

(2) That the building areas and non-aviation facilities, as such terms are defined in WAA Regulation 16, dated June 26, 1946, of or on the airport shall be used, altered, modified or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities, as defined in WAA regulation 16, as amended.

(3) That itinerant aircraft owned by the United States of America (hereinafter sometimes referred to as the "Government"), or operated by any of its employees or agents on Government business shall at all times have the right to use the airport in common with others; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict Government use to less than twenty-five (25) per centum of capacity of the landing area of the airport. Government use of the airport by virtue of the provisions of this sub-paragraph shall be without charge of any nature other than payment for damage caused by such itinerant aircraft

(4) That during the existence of any emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right without charge, except as indicated below, to the full, unrestricted possession, control and use of the landing area, building areas, and airport facilities as such terms are defined in WAA Regulation 16, dated June 26, 1946, or any part thereof, including any additions or improvements thereto made subsequent to the declaration of any part of the airport as surplus; Provided, however, that the

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Government shall be responsible during the period of such use for the entire cost of maintaining all such areas, facilities and improvements, or the portions used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal Aid.

(5) That no exclusive right for the use of any landing area or air navigation facilities, as such terms are defined, in WAA Regulation 16, dated June 26, 1946, included in or on the airport shall be granted or exercised.

(6) That the property transferred hereby may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

By the acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That upon a breach of any of the aforesaid reservations or restrictions by the party of the second part, or any subsequent transferee, whether cuased by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part upon demand made in writing by the War Assets Administration, or its successor Government agency at least sixty (60) days prior to the date fixed for the revesting of such title, right of possession and other rights transferred, or any portion thereof: Provided, that as to installations or structures which have been added to the premises without Federal aid, the Government shall have the option to acquire title to or use of the same at the then fair market value of the rights therein to be acquired by the Government. Provided that said reverter shall not apply to that said portion of the airport lying South of Danley Road.

(2) That if the construction as convenants of any of the foregoing reservations and restrictions recited herein as convenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances thereunto belonging or in any wise appertaining and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or equity, except the property and rights excepted and reserved above, and under and subject to the aforesaid reservations, restrictions and conditions, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part, the United States of America, acting by and through the War Assets Administrator, has caused these presents to be executed in its name and on its behalf by Lyle T. Pritchard, Deputy Regional Director, Office of Real Property Disposal, War Assets Administration, and the party of the second part, the County of Lee, has caused these presents to be executed in its name and on its behalf by the Chairman of its Board of County Commissioners and its Seal to be hereunto affixed, all of the 4 day of June 1947.

UNITED STATES OF AMERICA
Acting by and through
War Assets Administration

By: Lyle T Pritchard (SEAL)
Deputy Regional Director for
Real Property Disposal
War Assets Administration

WITNESS:
Earl W Ridell
Caryl Anne Cowee

COUNTY OF LEE
Acting by and through its
Board of County Commissioners

By: [signature]
Chairman

Attest: D J Zarabee (SEAL)
Secretary

[signature]
H. Glenn Ribaar

[illegible] COUNTY OF LEE

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

I hereby Certify that on the 5th day of June, 1947, personally appeared LYLE T. PRITCHARD, to me well known as the person described in and who executed the foregoing instrument on behalf of the United States of America, and acknowledged that he, LYLE T. PRITCHARD, being thereunto duly authorized, as Deputy Regional Director for Real Property Disposal, War Assets Administration, executed the same for the purposes therein expressed as the free act and dead of the United States of America, the War Assets Administration and the War Assets Administrator, and that the said instrument is their free act and deed.

IN WITNESS WHEREOF I have hereunto affixed my hand and official Seal at Jacksonville, Florida, this 5th day of June, 1947.

Earl Wade
Notary Public

(SEAL)

My commission expires:

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

I HEREBY CERTIFY that on the 11th day of June, 1947, personally appeared Hiram Stringfellow and D. T. Forehee to me well known as the persons described in, and who executed, the foregoing instrument on behalf of the County of Lee, and acknowledged that they Hiram Stringfellow and D. T. Forehee, as Chairman and Clerk of the Board of County Commissioners respectively, executed the same for the purposes thereinexpressed as the free act and deed of said County, and D. T. Forehee acknowledged that in his capacity as said Clerk he affixed thereto the official Seal of said County, and both of said persons acknowledged that said instrument is the act and deed of said County.

IN WITNESS WHEREOF I have hereunto affixed my hand and official seal at Fort Myers, Fla., this 11th day of June, 1947.

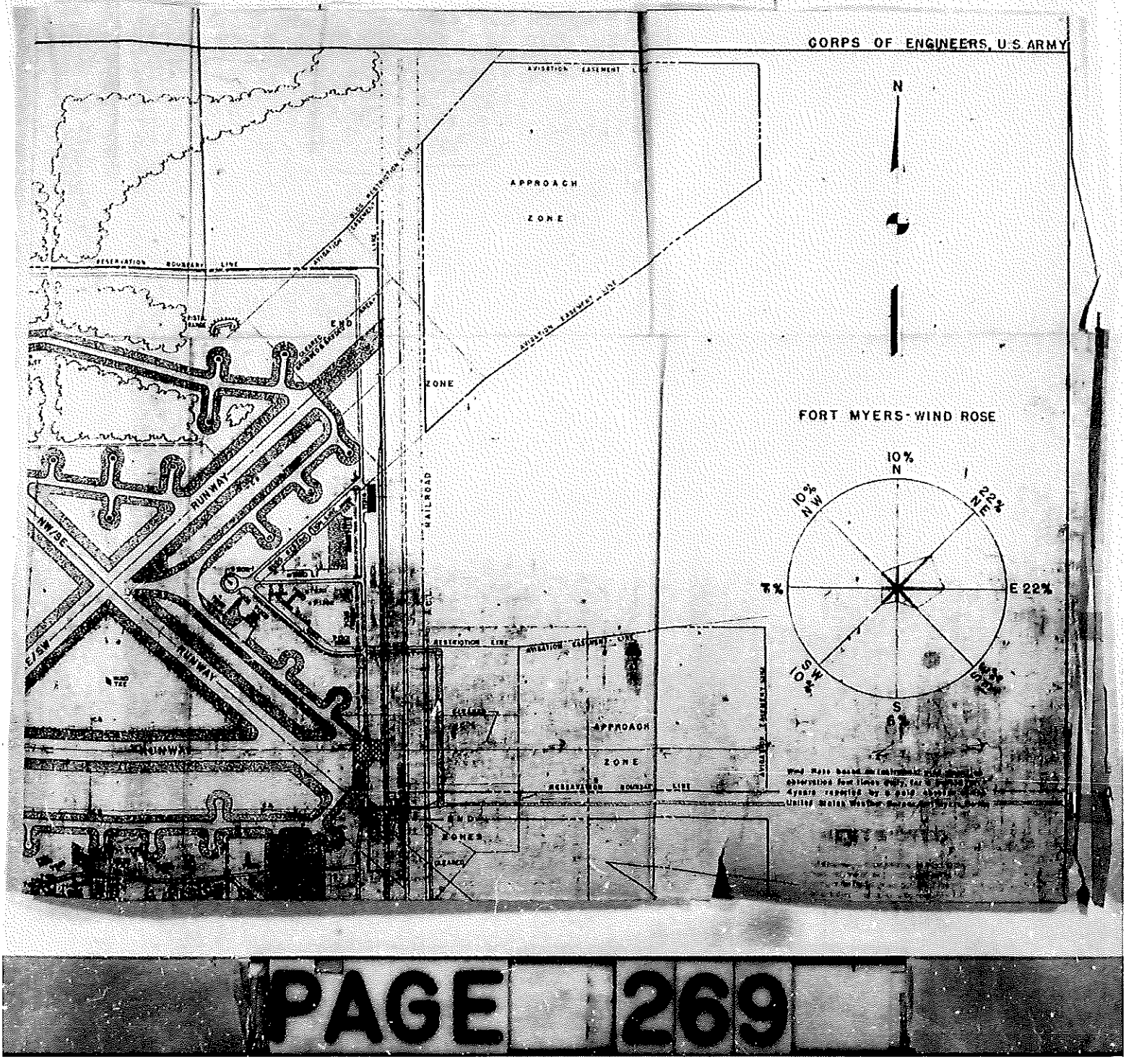
Notary Public

(SEAL)

My commission expires Dec. 14, 1947

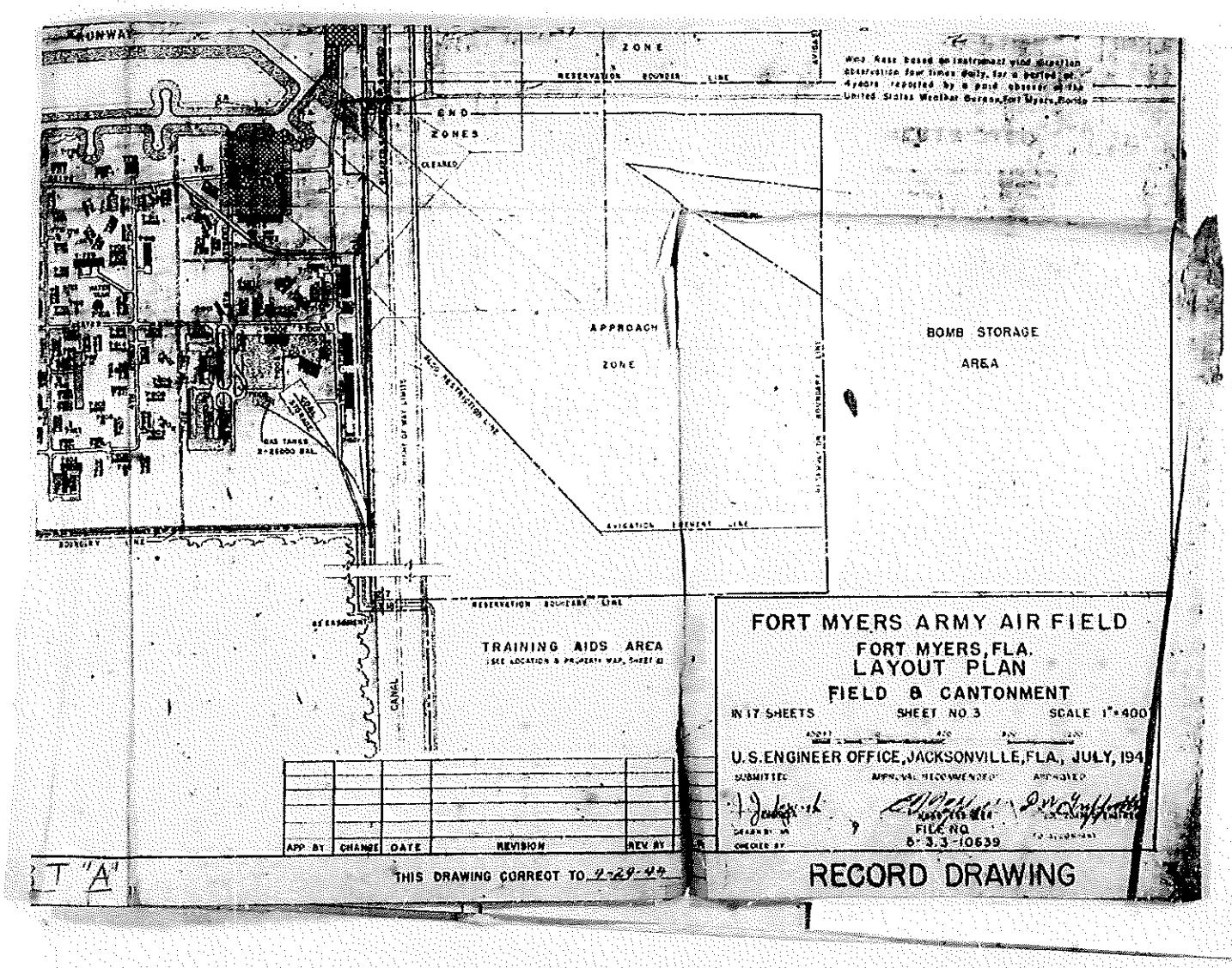
DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

MISC BK 25



PAGE 269

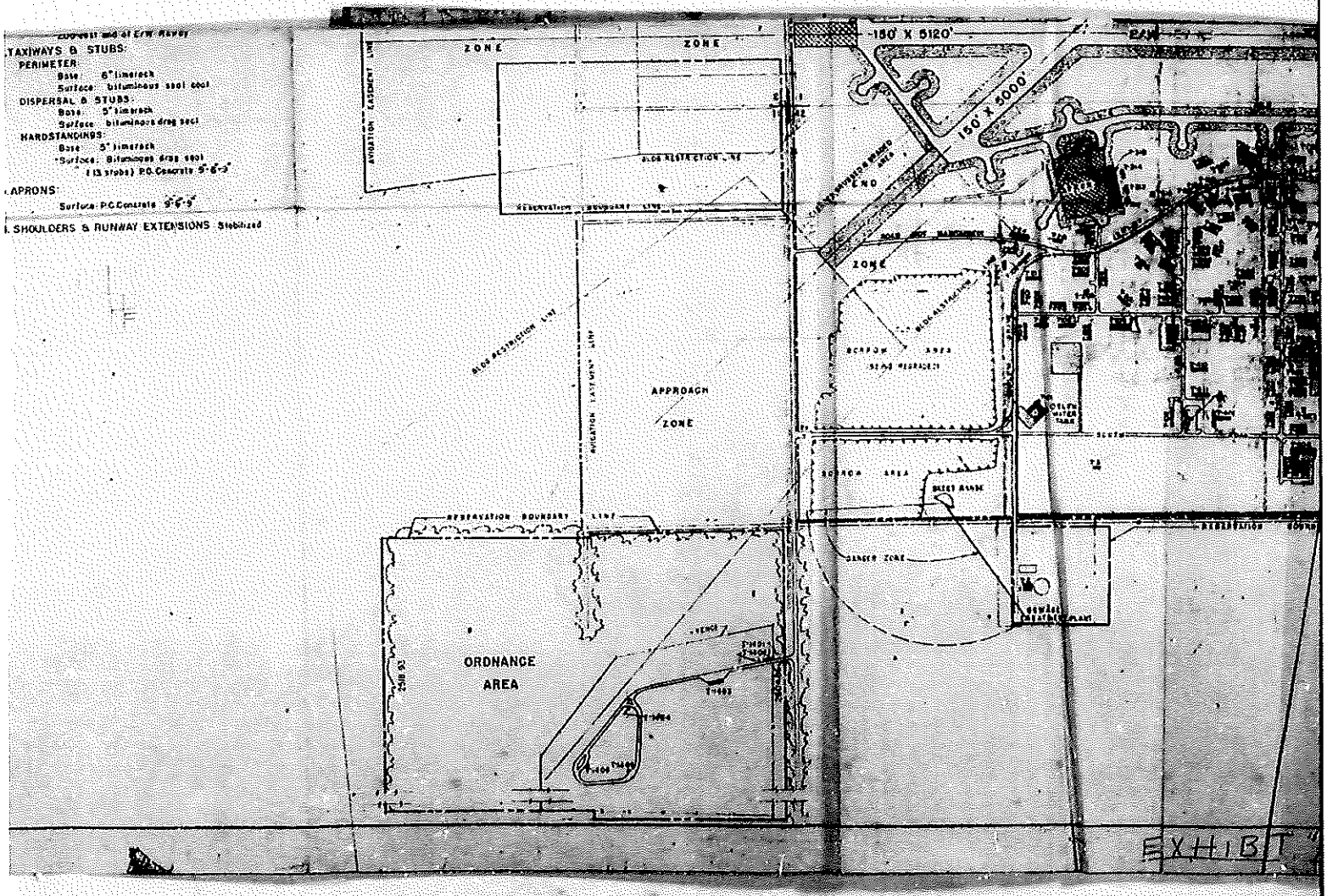
MISC BK 25



PAGE 269

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

MISC BK 25



PAGE 269

PREPARER:
Lee County Port Authority
16000 Chamberlin Parkway SE
Fort Myers, FL 33913
(941)-786-1000

37.50

DEED OF RELEASE 3933801

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the Airport Owner, WITNESSETH:

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: HELEN CARROLL, D.C. •

OR2 PG 1578

WHEREAS, the United States of America, acting by and through the War Assets Administrator, under and pursuant to authority contained in the provisions of Executive order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, (58 Stat. 765), as amended, and applicable rules, regulations, and orders by instruments of transfer entitled "Quitclaim Deed" dated June 4, 1947, did remise, release and forever quitclaim to County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, Florida, its successors and assigns, all rights, title and interest in and to that certain property located and situated in Lee County, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Lee County, Florida, Miscellaneous Deed Book No. 25, Page 260, reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner, through the Lee County Port Authority, has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700), as amended; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700) is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to covey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

11/13/95 C13a

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by Lee County in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

(1) That the Airport Owner reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Page Field.

(2) That the Airport Owner expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(3) That the Airport Owner expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Page Field or interfere with air navigation and or communication facilities serving Page Field, or otherwise constitute an airport hazard.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the Airport Owner dated June 4, 1947, which real property is described on the attached Exhibit A as Parcel A and Parcel 7-1.

This release is for the specific purpose of permitting the Airport Owner to obtain clear title to the above described property for construction of roadways and their associated right-of-ways.

By its acceptance of this Deed of Release the Airport Owner also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the property described in the attached Exhibit A.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 25th day of October, 1995.

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
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OR2688 PG1580

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By Charles E. Blair
Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

STATE OF FLORIDA)
)ss
COUNTY OF ORANGE)

On this 25th day of October, 1995 before me a Notary Public in and for the County of Orange, State of Florida, personally appeared Charles E. Blair, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

STATE OF FLORIDA NOTARY PUBLIC
ALLA LEE L. BLANEY
My Comm Exp. 1/27/99
Bonded By Service Ins
No. CC415327
[X] Personally Known [ ] Other I.D.

WITNESS my hand and official seal.

Alla Lee L. Blaney
Notary Public In and for said County and State

(SEAL)

My commission expires January 27, 1999

Accepted:

BOARD OF COUNTY COMMISSIONERS,
LEE COUNTY, FLORIDA, AIRPORT OWNER
By: _____
Chairman or Vice Chairman

Date: November 13, 1995

Attest:
Charlie Green, Ex-Officio Clerk
By: Dian L. Price
Deputy Clerk

Approved As To Form:
_____
LEE COUNTY ATTORNEY'S OFFICE

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

EXHIBIT A

HMA PROJECT #94.43
JULY 19, 1995
REF.DWG. #B-1736
PAGE 1 OF 2

OR2688 PG1581

DESCRIPTION OF
PROPOSED RIGHT-OF-WAY TAKE
PARCEL 7-1

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTIONS 1 AND 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, THE SAME BEING THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S. 00°31'15" W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 65.85 FEET; THENCE RUN S. 89°28'45" E., PERPENDICULAR TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N. 32°55'27" E. FOR A DISTANCE OF 70.57 FEET; THENCE RUN N. 72°31'00" E. FOR A DISTANCE OF 224.29 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1208.92 FEET, THROUGH A CENTRAL ANGLE OF 17°54'26", SUBTENDED BY A CHORD OF 376.30 FEET AT A BEARING OF N. 63°33'47" E., FOR A DISTANCE OF 377.83 FEET TO THE END OF SAID CURVE; THENCE RUN N. 50°29'49" E. FOR A DISTANCE OF 103.19 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N. 40°17'12" W. A DISTANCE OF 1205.92 FEET THEREFROM; THENCE RUN NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1205.92 FEET, THROUGH A CENTRAL ANGLE OF 62°03'57", SUBTENDED BY A CHORD OF 1243.37 FEET AT A BEARING OF N. 18°40'50" E., FOR A DISTANCE OF 1306.31 FEET TO A POINT OF TANGENCY; THENCE RUN N. 12°21'09" W. FOR A DISTANCE OF 1182.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 894.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1200.68 FEET AT A BEARING OF N. 29°46'41" E., FOR A DISTANCE OF 1316.12 FEET TO A POINT OF TANGENCY; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 21.85 FEET; THENCE RUN N. 85°24'16" E. FOR A DISTANCE OF 51.42 FEET; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 153.11 FEET; THENCE RUN S. 80°26'03" E. FOR A DISTANCE OF 63.55 FEET; THENCE RUN S. 48°05'28" E. FOR A DISTANCE OF 71.91 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 91°30'15", SUBTENDED BY A CHORD OF 303.72 FEET AT A BEARING OF N. 86°09'31" E., FOR A DISTANCE OF 338.57 FEET TO A POINT OF TANGENCY; THENCE RUN N. 40°24'32" E. FOR A DISTANCE OF 149.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 278.00 FEET, THROUGH A CENTRAL ANGLE OF 49°22'43", SUBTENDED BY A CHORD OF 232.24 FEET AT A BEARING OF N. 65°05'53" E., FOR A DISTANCE OF 239.59 FEET TO A POINT OF TANGENCY; THENCE RUN N. 89°47'14" E. FOR A DISTANCE OF 219.38 FEET; THENCE RUN N. 00°18'07" W. FOR A DISTANCE OF 19.83 FEET TO A POINT 20.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1, THE SAME BEING A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN DEED BOOK 143 OF PAGE 576 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S. 89°06'35" W., PARALLEL WITH THE NORTH LINE OF THE

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Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

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SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1 AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN SAID DEED BOOK 143 AT PAGE 576, FOR A DISTANCE OF 1193.27 FEET; THENCE RUN S. 42°46'42" E. FOR A DISTANCE OF 119.45 FEET; THENCE RUN S. 71°54'32" W. FOR A DISTANCE OF 94.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1017.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1365.70 FEET AT A BEARING OF S. 29°46'41" W., FOR A DISTANCE OF 1497.00 FEET TO A POINT OF TANGENCY; THENCE RUN S. 12°21'09" E. FOR A DISTANCE OF 1102.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1082.92 FEET, THROUGH A CENTRAL ANGLE OF 61°48'25", SUBTENDED BY A CHORD OF 1112.35 FEET AT A BEARING OF S. 18°33'04" W., FOR A DISTANCE OF 1168.18 FEET TO THE END OF SAID CURVE; THENCE RUN S. 53°48'02" W. FOR A DISTANCE OF 97.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 35°22'00" W. A DISTANCE OF 1079.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1079.92 FEET, THROUGH A CENTRAL ANGLE OF 14°32'14", SUBTENDED BY A CHORD OF 273.26 FEET AT A BEARING OF S. 61°54'07" W., FOR A DISTANCE OF 274.00 FEET TO THE END OF SAID CURVE; THENCE RUN S. 85°05'58" W. FOR A DISTANCE OF 47.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 18°23'28" W. A DISTANCE OF 1067.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1067.92 FEET, THROUGH A CENTRAL ANGLE OF 00°54'28", SUBTENDED BY A CHORD OF 16.92 FEET AT A BEARING OF S. 72°03'46" W., FOR A DISTANCE OF 16.92 FEET TO A POINT OF TANGENCY; THENCE RUN S. 72°31'00" W. FOR A DISTANCE OF 150.50 FEET; THENCE RUN N. 45°59'18" W. FOR A DISTANCE OF 81.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE RUN S. 00°06'55" E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 201.94 FEET; THENCE RUN S. 00°31'15" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 66.03 FEET TO THE POINT OF BEGINNING, CONTAINING 17.234 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S. 00°06'55" E.

HOLE, MONTES & ASSOCIATES, INC.

BY _____ P.L.S. #3741
THOMAS J. GARRIS STATE OF FLORIDA

10550 Abernathy Street / Bonita Springs, Florida 33923 / (813) 992-0795 / FAX (813) 992-2327

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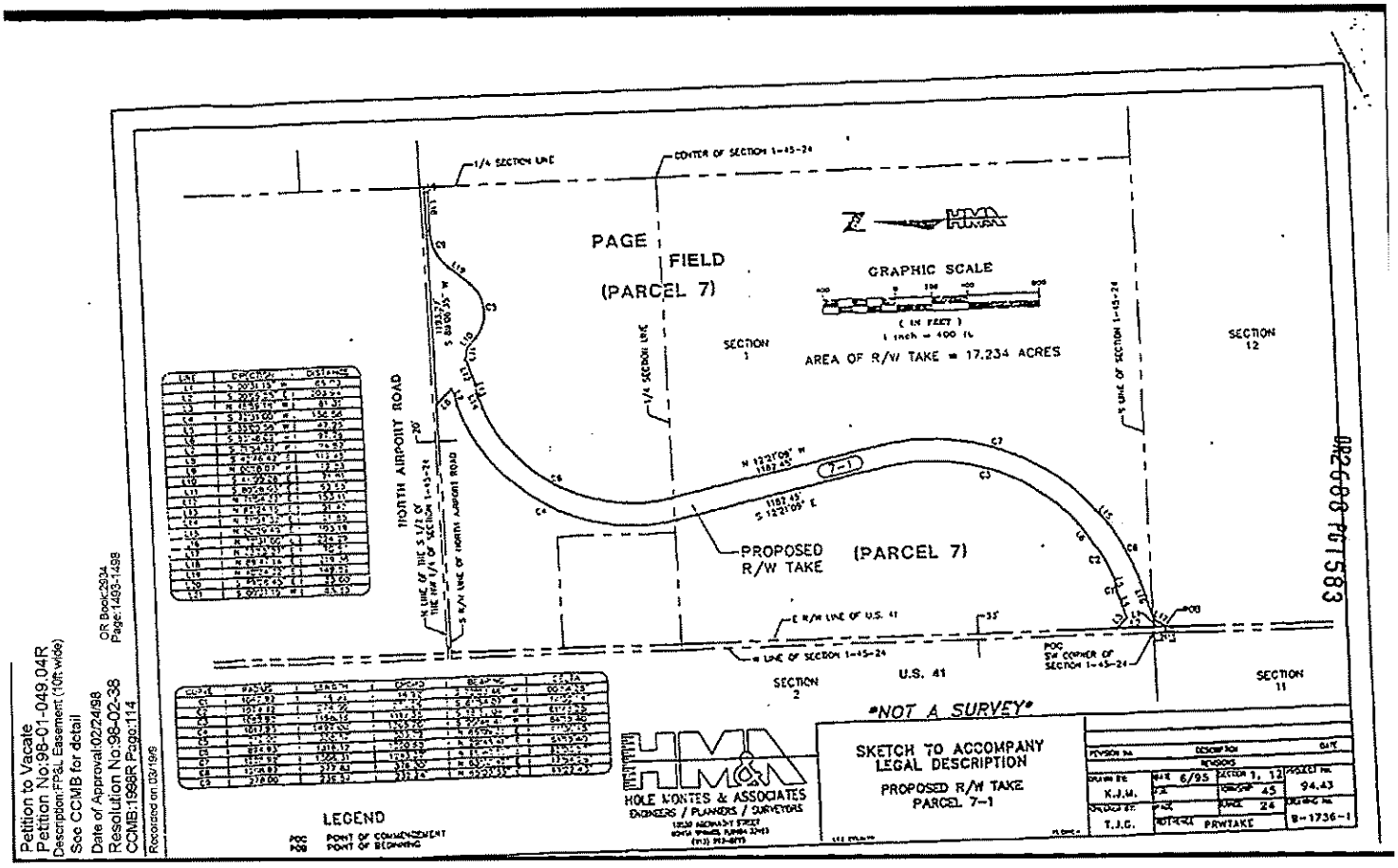

PAGE FIELD
(PARCEL 7)
GRAPHIC SCALE
AREA OF R/W TAKE = 17.234 ACRES
PROPOSED R/W TAKE (PARCEL 7)
NORTH AIRPORT ROAD
U.S. 41
SECTION 1
SECTION 2
SECTION 11
SECTION 12
POC SW CORNER OF SECTION 1-45-24
POB
LEGEND
NOT A SURVEY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED R/W TAKE
PARCEL 7-1
HOLE MONTES & ASSOCIATES
ENGINEERS / PLANNERS / SURVEYORS
OR2600 PG1583
Petition to Vacate
Petition No:98-01-049.04R
Description:FP&L Easement (10ft wide)
See CCMB for detail
Date of Approval:02/24/98
Resolution No:98-02-38
CCMB:1998R Page:114
Recorded on 03/19/98
OR Book:2934 Page:1493-1498

(PARCEL A)

DESCRIPTION
OF

A tract or parcel of land lying in and being a part of Lee County Airport (Page Field) bounded on the south by Lot 1, Block U, on the west by the east right of way line of Sixth Street, on the north by the easterly prolongation of the north right of way line of Danley Drive, all of which are shown on the Plat of Page Park, a Subdivision recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, and on the east by a parcel recorded in Official Record Book 990 at Pages 290 and 291 Public Records of Lee County, Florida, Section 12, Township 45 South, Range 24 East being more particularly described as follows:

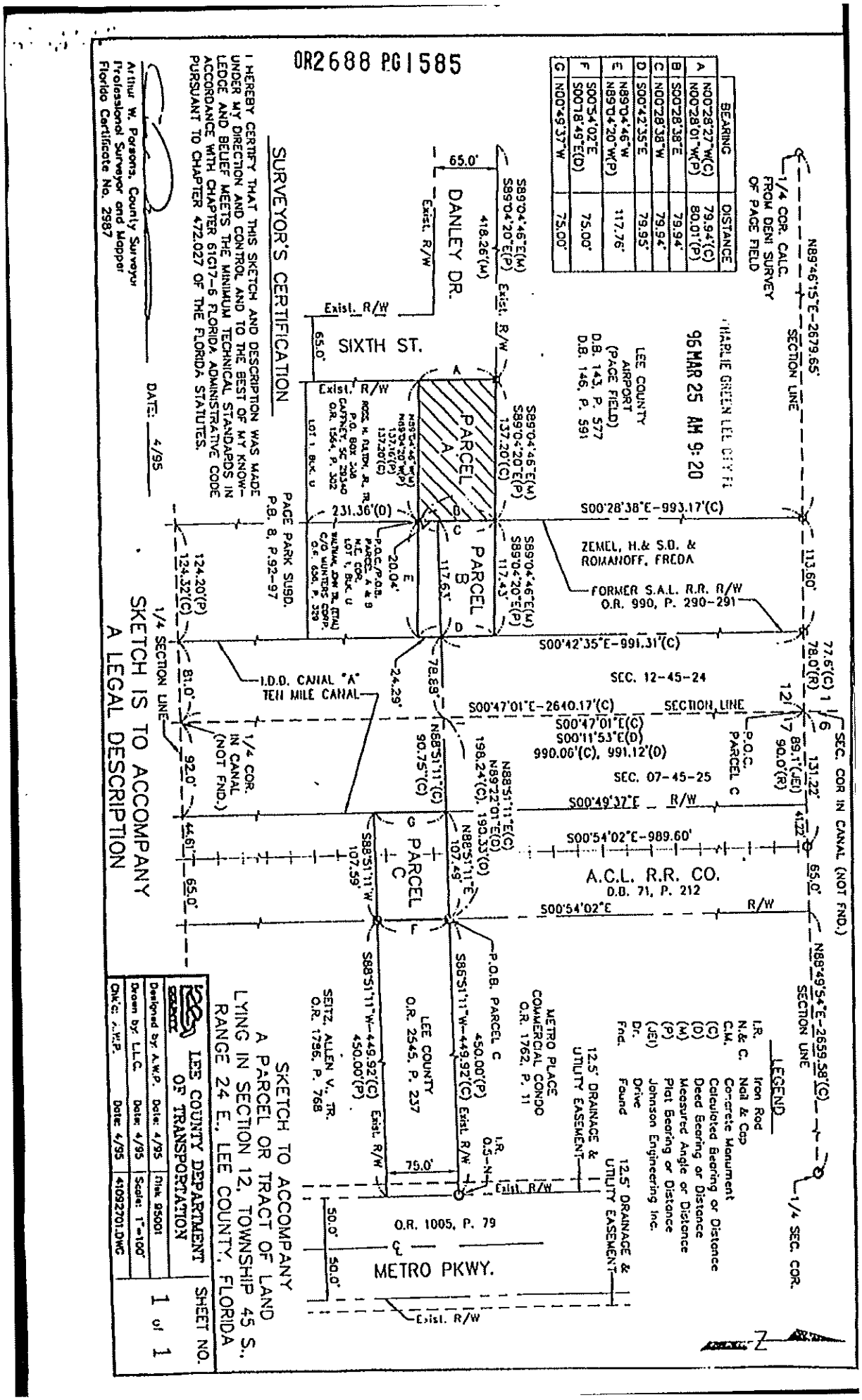
Commencing at the northeast corner of Lot 1, Block U at the northeast corner of Page Park Subdivision as recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, said northeast corner being the point of beginning of the tract or parcel described herein; thence N89°04'46"W (N89°04'20"W-Plat) along the north line of said Lot 1, Block U for 137.20 feet (137.16 feet-Plat) to the northwest corner of said Lot 1 and the east right of way line of Sixth Street (65 feet in width); thence N00°28'27"W (N00°28'01"W-Plat) for 79.94 feet (80.01 feet-Plat) to the north right of way line of Danley Drive; thence S89°04'46"E (S89°04'20"E-Plat) along the easterly prolongation of the north right of way line of Danley Drive for 137.20 feet to the westerly line of the former S.A.L. Railroad right of way as recorded in Official Record Book 990 at Pages 290 and 291, Public Records of Lee County, Florida, thence S00°28'30"E along said right of way line for 79.94 feet to the northeast corner of said Lot 1, Block U of aforesaid Page Park Subdivision and the point of beginning, containing 10,964.72 square feet (0.2517 acres) more or less.

Bearings mentioned hereinabove are based on The Florida Coordinate System, West Zone (NAD 83) 1990 Adjustment with the north line of the northeast quarter (NE 1/4) of Section 12, Township 45 south, 24 east as bearing N89°46'15"E.

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987

(dottpce/14725)

OR2688 PG1584


OR2688 PG1585
SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987
DATE: 4/95
SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
SKETCH TO ACCOMPANY A PARCEL OR TRACT OF LAND LYING IN SECTION 12, TOWNSHIP 45 S., RANGE 24 E., LEE COUNTY, FLORIDA
LEE COUNTY DEPARTMENT OF TRANSPORTATION
SHEET NO. 1 of 1
Designed by A.W.P. Date: 4/95
Drawn by: L.L.C. Date: 4/95
Chk'd: A.W.P. Date: 4/95
Disk 95001
Scale: 1"=100'
41092701.DWG
N89°46'15"E-2679.65'
1/4 COR. CALC. FROM DENI SURVEY OF PAGE FIELD
SECTION LINE
CHARLIE GREEN LEE CO'TY FL
96 MAR 25 AM 9:20
LEE COUNTY AIRPORT (PAGE FIELD)
D.B. 143, P. 577
D.B. 146, P. 591
BEARING / DISTANCE
A N00°28'27"W(C) 79.94'(C)
N00°28'01"W(P) 80.01'(P)
B S00°28'38"E 79.94'
C N00°28'38"W 79.94'
D S00°42'35"E 79.95'
E N89°04'46"W 117.76'
N89°04'20"W(P)
F S00°54'02"E 75.00'
S00°18'49"E(D)
G N00°49'37"W 75.00'
65.0'
DANLEY DR.
Exist. R/W
418.26'(M)
S89°04'46"E(M)
S89°04'20"E(P)
SIXTH ST.
65.0'
Exist. R/W
PARCEL A
PARCEL B
PARCEL C
137.20'(C)
117.63'
117.43'
231.36'(D)
20.04'
S00°28'38"E-993.17'(C)
ZEMEL, H.& S.D. & ROMANOFF, FREDA
FORMER S.A.L. R.R. R/W O.R. 990, P. 290-291
113.60'
S00°42'35"E-991.31'(C)
SEC. 12-45-24
PAGE PARK SUBD. P.B. 8, P.92-97
124.20'(P)
124.32'(C)
1/4 SECTION LINE
81.0'
I.D.D. CANAL "A" TEN MILE CANAL
24.29'
78.89'
S00°47'01"E-2640.17'(C)
S00°47'01"E(C)
S00°11'53"E(D)
990.06'(C), 991.12'(D)
SECTION LINE
77.5'(C) 1/6
78.0'(R)
12
17
89.1'(JEI)
90.0'(R)
131.22'
SEC. COR IN CANAL (NOT FND.)
P.O.C. PARCEL C
SEC. 07-45-25
1/4 COR. IN CANAL (NOT FND.)
92.0'
44.61'
N88°51'11"E(C)
90.75'(C)
N88°51'11"E(C)
N89°22'01"E(D)
198.24'(C), 193.33'(D)
107.49'
S00°49'37"E
R/W
S00°54'02"E-989.60'
A.C.L. R.R. CO.
D.B. 71, P. 212
S00°54'02"E
R/W
65.0'
N88°49'54"E-2659.58'(C)
1/4 SEC. COR.
S88°51'11"W
107.59'
P.O.B. PARCEL C
S88°51'11"W-449.92'(C)
450.00'(P)
Exist. R/W
LEE COUNTY O.R. 2545, P. 237
METRO PLACE COMMERCIAL CONDO O.R. 1762, P. 11
12.5' DRAINAGE & UTILITY EASEMENT
I.R. 0.5'-N
75.0'
50.0'
O.R. 1005, P. 79
METRO PKWY.
SEITZ, ALLEN V., JR. O.R. 1795, P. 768
LEGEND
I.R. Iron Rod
N.& C. Nail & Cap
C.M. Concrete Monument
(C) Calculated Bearing or Distance
(D) Deed Bearing or Distance
(M) Measured Angle or Distance
(P) Plat Bearing or Distance
(JEI) Johnson Engineering Inc.
Dr. Drive
Fnd. Found

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

2944628

LEE COUNTY ORDINANCE NO. 86-14

AN ORDINANCE RELATING TO GARBAGE AND SOLID WASTE COLLECTION WITHIN LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS AND A SPECIAL DISTRICT UNIT TO INCLUDE INCORPORATED AREAS OF THE COUNTY; TO BE KNOWN AS SOLID WASTE AND MANDATORY COLLECTION UNITS FOR SERVICE AREAS; PROVIDING FOR THE PURPOSE OF DISPENSING OF SOLID WASTE AND THE BOUNDARIES; ESTABLISHING A GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION; MANDATING SERVICES AND PAYMENT FOR SAME; LEVING SPECIAL ASSESSMENTS AND COLLECTION: PROHIBITING UNLAWFUL DISPOSAL: PENALTIES, SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

OR2189 PG3281

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

WHEREAS, the Board of County Commissioners of Lee County, Florida finds that there is an inordinate amount of littering of and illegal dumping on the public right-of-way and private lands of Lee County, with garbage and waste generated within the residential and non-residential units of the County, resulting in the necessity for more stringent regulation of Garbage and Solid Waste collection practices within the County; and,

WHEREAS, Lee County has determined that a substantial number of commercial entities and residents in the County do not subscribe to a garbage or trash collection disposal service; and,

WHEREAS, the Courts of the State of Florida have determined that levies of fees for garbage and waste collection similar to those levied herein by Lee County are and can be levied as special assessments; and,

WHEREAS, it has been determined that it is necessary for the Board to exercise its authority under Florida Statute

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

2944629

LEE COUNTY ORDINANCE NO. 86-38

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 86-14; RELATING TO MANDATORY GARBAGE AND SOLID WASTE COLLECTION IN LEE COUNTY; AMENDING SECTION ONE, RELATING TO CREATION, PURPOSE AND DECLARATION OF BENEFIT; AMENDING SECTION THREE, PARAGRAPH 11, RELATING TO THE DEFINITION OF HAZARDOUS WASTE, AND PARAGRAPH 14, RELATING TO THE DEFINITION OF RESIDENTIAL COLLECTION SERVICE; AMENDING SECTION SIX, RELATING TO VARIANCES OR EXEMPTIONS FROM THE PROVISIONS OF LEE COUNTY ORDINANCE NO. 86-14, PROVIDING FOR A FINANCIAL HARDSHIP COMMITTEE, PROVIDING FOR PROCEDURES FOR APPLICATION FOR FINANCIAL HARDSHIP, PROVIDING FOR REVIEW PROCEDURES, PROVIDING FOR FLORIDA ADMINISTRATIVE CODE RECOMMENDATIONS FOR COMPACTION-TYPE TRUCK SPECIFICATIONS; AMENDING SECTION EIGHT, PARAGRAPH A,. PROVIDING FOR PAYMENTS TO CONTRACTOR/FRANCHISEE BY DESIGNEE OF THE COUNTY; AMENDING SECTION NINE, PARAGRAPH B, PROVIDING FOR A FISCAL YEAR FROM APRIL 1 TO MARCH 31, AMENDING PARAGRAPH'S C, D AND E, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TEN RELATING TO CERTIFICATION OF THE RATE RESOLUTION, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TWELVE RELATING TO SCOPE OF SPECIAL ASSESSMENT, PROVIDING FOR PAYMENT OF THE SPECIAL ASSESSMENT IN QUARTERLY INSTALLMENTS AS WELL AS IN AN ANNUAL PAYMENT, PROVIDING FOR A DISCOUNT FOR ANNUAL PAYMENT, PROVIDING FOR PENALTIES FOR LATE QUARTERLY PAYMENTS, PROVIDING FOR AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE LEE COUNTY TAX COLLECTOR AS THE BOARD DESIGNATED AGENT FOR COLLECTION AND DISBURSEMENT OF SPECIAL ASSESSMENT FUNDS; AMENDING SECTION THIRTEEN, RELATING TO CORRECTIONS OF ERRORS AND OMISSIONS, PROVIDING FOR PETITION TO THE COURTS; AMENDING EXHIBIT A, RELATING TO LEGAL DESCRIPTIONS OF THE FRANCHISE AREAS FOR AREAS NO. 3 and NO. 4, DELETING AREA NO. 7; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY G. SHERWOOD, D.C.

OR2189 PG3334

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida, and;

WHEREAS, the Board of County Commissioners, by Ordinance No. 86-14, created the Mandatory Garbage and Solid Waste Collection Program in Lee County, and;

WHEREAS, in the course of the implementation of Lee County Ordinance 86-14 since its adoption, there have developed numerous administrative matters that require amendments to Ordinance 86-14, and;

Memorandum
from the
Department of County Lands

Title Certification
Strap Number(s):01-45-24-P1-00060.008B
Folio ID(s): 10489423

Certified to: Lee County Port Authority and South Florida Water Management District

Effective Date of Title Certification: July 31, 2023 at 5:00 pm

I have searched the Public Records of Lee County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A". I have made a careful examination of the Public Records of Lee County, Florida, with respect to the real property described in attached Exhibit "A". Based on the foregoing, we hereby certify Record Title to the above-described real property, as to the Effective Date of the Title Certification set forth above, is vested in:

Lee County as shown in attached Exhibit "B".

The following are all of those persons or entities holding a mortgage secured by the property:

N/A

The following are easements, rights of way and encumbrances affecting the property:

1) Lee County Ordinances relating to garbage and solid waste collection, recorded November 30, 1990, Official Record Book 2189, Pages 3281, in the Public

   NOTE:Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report

   NOTE: Deed of Release by the United States of America, acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, recorded March 25, 1996 in Official Records Book 2688, Page 1578, Public Records of Lee county, Florida. Document is attached to the Quitclaim Deed recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida.

Tax Status:

01-45-24-P1-00060.008B_- Subject property is assessed at $1,031,137.00 for 2023 with local government exemption of $1,031,137.00. Non-Ad Valorem Assessment Taxes for 2022 were paid on December 12, 2022 in the amount of $761.86.

NOTE: This Property is tax exempt.

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search of the Public Records of Lee County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____

Marja Borkert
Property Acquisition Assistant

Tax Status:

01-45-24-P1-00060.008B_- Subject property is assessed at $1,031,137.00 for 2023 with local government exemption of $1,031,137.00. Non-Ad Valorem Assessment Taxes for 2022 were paid on December 12, 2022 in the amount of $761.86.

NOTE: This Property is tax exempt.

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search of the Public Records of Lee County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____
Marja Borkert
Property Acquisition Assistant

Exhibit "A"

Parcel A:

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼; the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/14 and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Exhibit "B"

County of Lee, acting by and through its Board of County Commissioners, a political subdivision of the State of Florida by Quitclaim Deed and Surrender of Lease from the United States of America, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the power and authority contained in the provisions of the Surplus Property Act of 1944, from recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida

Lee County Property Appraiser

Tax Year 2023

Property Data

STRAP: 01-45-24-P1-00060.008B Folio ID: 10489423

Generated on 8/25/2023 10:43 AM

Owner Of Record - Sole Owner [Change Address]

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

Site Address

Site Address maintained by E911 Program Addressing

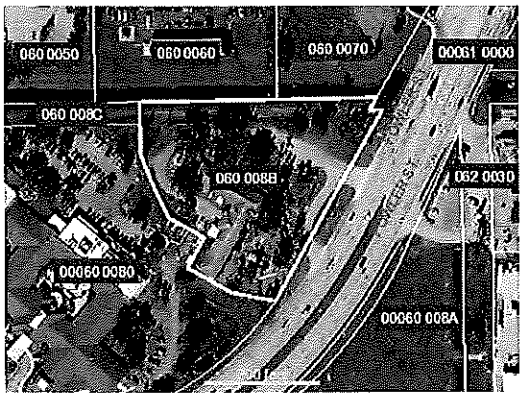
4650 FOWLER ST
FORT MYERS FL 33907

Property Description

Do not use for legal documents!

FM NW COR SEC 01 S 648.61 FT
E 1749 FT POB THEN E 773 FT TO
ROW FOWLER THEN SWLY 375

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Hurricane Ian Tax Roll Value Letter Tax Refund Status

Just	1,031,137

Attributes

Land Units Of Measure	SF
Units	95189.04
Total Number of Buildings	1
Total Bedrooms / Fixtures	0 / 30
Gross Building Area	9,955
1st Year Building on Tax Roll	1977
Historic Designation	No

Image of Structure

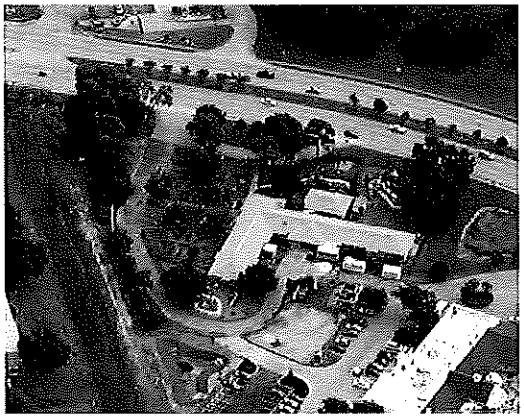


Photo Date January of 2012 View other photos

Last Inspection Date: 05/04/2017

Exemptions / Classified Use (Current)

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Exemptions / Classifed Use (2023 TRIM)

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Values (2023 TRIM)

Generated on 8/25/2023 10:43 AM

Taxing Authorities

Generated on 8/25/2023 10:43 AM

Sales / Transactions

Generated on 8/25/2023 10:43 AM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
100.00	06/01/1947	25/260	03		V

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR LEE COUNTY, FLORIDA 2022 Paid Real Estate

Account Number:
01-45-24-P1-00060.008B

Alternate Key:
2100105062

Millage Code:
263

Site Address / Legal Description:
4650 FOWLER ST

FM NW COR SEC 01 S 648.61 FT E 1749 FT
POB THEN E 773 FT TO ROW FOWLER THEN
SWLY
See Additional Legal on Tax Roll

*** See message below**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Amount Due: $0.00 **If Paid By:** Dec 31, 2022

Paid 12/12/2022 DP-00-00695016 $761.86

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	937,681	937,681	0	0.00
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	948,314	948,314	0	0.00
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.3090	948,314	948,314	0	0.00
CITY OF FORT MYERS	239-321-7185	6.9999	937,681	937,681	0	0.00
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	937,681	937,681	0	0.00
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	937,681	937,681	0	0.00
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	937,681	937,681	0	0.00
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	937,681	937,681	0	0.00
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0225	937,681	937,681	0	0.00
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	937,681	937,681	0	0.00
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	937,681	937,681	0	0.00

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount
CITY OF FORT MYERS STORMWATER	239-321-7448		517.44
LEE COUNTY SOLID WASTE ASSESSMENT	239-533-8000		276.16

Keep for your records

2022 Combined Total Ad Valorem and Non-Ad Valorem: $793.60

2022 Paid Real Estate

12/12/2022
DP-00-00695016
$761.86

Account:	01-45-24-P1-00060.008B
Site Address:	4650 FOWLER ST, FORT MYERS, 33907
Alternate Key:	2100105062
If Paid By:	**Amount Due:**
Dec 31, 2022	$0.00

Phone/Email Contact: _____

***If the address below is not correct, visit www.leepa.org to update your address.**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

115893

QUITCLAIM DEED AND SURENDER OF LEASE

THIS INDENTURE, made this 4th day of June, 1947, between the UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part, and the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, party of the second part.

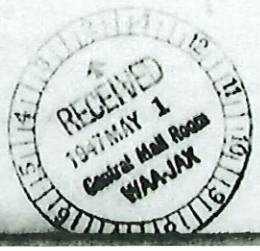
WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its convenant to abide by and agreement to certain other reservations, restrictions and conditions all as set out hereinafter, has remised, released, sold, assigned, transferred, delivered and quitclaimed but without representations or warranty whatsoever, and by these presents does remise, release, sell, assign, transfer, deliver and quitclaim, but without representations or warranty whatsoever, to the said party of the second part, its successors and assigns under the subject to the reservations, restrictions and conditions exceptions and reservation of property and rights hereinafter set out, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of Lee, State of Florida, to-wit:

The south half of the Northeast Quarter, Sect. 1, TWP 45 S , R 24 E, less the East 357.95 feet and less a parcel of land described as follows;

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼;the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/14 and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Also the following easements and rights-of-way, said easements being located in the area known as Page Field, Lee County, Florida, and more particularly described as follows:





DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Avigation easement obtained by the United States Government under indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 252, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 214 of Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 249, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 248, Lee County Records;

Avigation easement dated June 2, 1942, recorded in Deed Book, 155 p. 137; and

Perpetual easement for an outfall canal, obtained by the Government by indenture dated February 26, 1945 and recorded in Deed Book 159, p. 137;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated December 27, 1944, recorded in Deed Book 157, p. 311;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated January 16, 1945, recorded in Deed Book 159, p. 130, Lee County Records.

TOGETHER the following buildings and improvements located on all land hereinabove expressly described, and on land leased from Lee County, Florida, as hereinafter set forth:

All of the runways, taxiways, parking aprons, field marking and lighting, drainage system, control tower, water system, sewage disposal system, telephone system, and buildings listed as follows:

T-1314	T-1304	T-1306	T-1308-1	T-906	T-712	T-712-1	T-315
T-1303	T-1309	T-1305	T-1114	T-907	T-717	T-511	T-211

And also the following described equipment:

DESCRIPTION	DECLARATION DATA	WAA NO.
Grader, Motor, Adams, Ser.871 W-542427, 12' blade, semi-Diesel R&U GM-133	PF-PE-RFC-3 12/27/46, Item 1 Post Eng. PAAF	99-19527
Concrete Mixer, REX, on wheels Ser. #SKF-323 R&U GM-79	PF-PE-RFC-3 12/27/46, Item 2 Post Eng. PAAF	99-19527
Crane (Dragline) Truck, USA ,4169554 R&U, DE-32, Model T60, Hercules Mtr. #1311673, w/1 Clam Bucket 3/8 cu.yds. R&U CD-50, One Drag Bucket 3/8 cu.yds. Hendrix #1771, R&U DE-51	PF-PE-RFC-5 1/9/46 Crane, Page 1, Item 8 Clam Bucket, p. 1 Item 11, Drag Bucket P. 2, Item 10 Post Eng. PAAF	677419
Mower, Gang, 7 Sections, Worthington Grass Blitzer	PF-PE-RFC-6 1/9/46 Page 1, Item 3 Post Engr. PAAF	99-20622
Air Compressor, Schramm, Portable Rubber Tire, Trailer, N0652530 Model-60, Ser. 95149, R&U AC-46	PF-PE-RFC-7 1/9/46, Item 1, Page 1 Post Eng. PAAF	16849
Distributor, Asphalt, 300 gals. Wisconsin Mtr, Standard Pump #434589,-3 Patch hose, 6' Spray Bar R&U DE-44	PF-PE-RFC-5 1/9/46, Item 1 Page 1, Post Eng. PAAF	677410
	S-RFC-90 8/1/46, Page 1 Item 1	Unrecorded

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Roller, Road, Gas Engine Tandem US-828606, Wisconsin Engine, R&U 404	PF-PE-RFC-5 1/9/46, Page 1, Item 4 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 2	Unrecorded
Sweeper, Grace 2 Way, Ser. #825 One Extra Brush & Br. Filler R&U SR-56, U.S. Reg. W-744467	PF-PE-RFC-5 1/9/46, Page 1, Item 6 Brush & Brush Filler Page 2, Item #12 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 3	Unrecorded
Mower, Gang. 7 Sect. Worthington Grass Blitzer #A-5847, A-5767-A-5890 A-5807, A-4799, A-5847, & A-5854	PF-PE-RFC-6 1/9/46, Item 1, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 1, P. 1.	Unrecorded
Tractor, Case, Mower, w/5' Side Mower, blade # 825939 Model VAI #4700606, Ser. #12642 R&U MO 45	PF-PE-RFC-6 1/9/46, Item 8, p. 11 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 4, P. 1	Unrecorded
Tractor, Case, Mower, w/5' Side Mower Blade, W 825940 Model VAI #4760640, Ser. Eng. 12453, R&U MO-45	PF-PE-RFC-6 1/9/46, Item 7, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 3, P. 1	Unrecorded
Brush, Filling Machine Mod. T-17A R&U #SR-56	S-RFC-90 8/1/46, Page 1, Item 4	Unrecorded
Distributor, Fertilizer Ser. #15242, Model 3	S-RFC-91 8/1/46, Page 1, Item 2	Unrecorded
Fire Truck, Class 500 Pumper, GMC Serial #W-563652	Unknown (now being used for protection of Field)	Unrecorded

The above described premises are transferred subject to existing easements for roads, highways, public utilities, railways and pipelines.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all property in the nature of equipment, furnishings and other personal property located on the premises expressly hereinbefore described and on the leased premises hereinbefore mentioned, and on the leased premises hereinafter described, which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on such premises which is required for the efficient operation for air port purposes of the structures and improvements specifically listed hereinabove, as being transferred hereby; and further excepting from this conveyance all structures on such premises other than structures specifically described or enumerated above as being conveyed hereunder, and reserving to the party of the first part the right of removal from the premises of the property and structures excepted hereby, within a reasonable period of time after the date hereof, which shall not be construed to mean any period less than one (1) year after the date of this instrument.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

By accepting this instrument or any rights hereunder, the said party of the second part hereby releases the party of the first part from any and all liability for all claims for losses or damage arising out of the exceptions and the reservations above. Further, the party of the first part, for the considerations expressed, does hereby surrender, subject to the terms and conditions of this instrument the interest of the party of the first part in that certain lease dated the 19th day of February 1942, as modified by Supplemental Agreements dated July 16, 1942 and March 5, 1945, from the party of the second part to the party of the first part, covering the properties generally described and referred to as Page Field, containing 628 acres of land, more or less, and located in the County of Lee, State of Florida, and more particularly described as follows:

> Beginning at a point on the South line of Section 1, TWP 45 South, Range 24 E, at a point where the West right-of-way line of the Seaboard Air Line Railroad intersects said Section line 162.7 feet, more or less West of the SE corner of said Section; run thence West along the South line of Section 1, TWP 45 South, Range 24 E, to a point 320 feet East of the SW corner of said section; run thence N. 824 feet; thence East 1000 feet; thence North 476 feet; thence East 642 feet; thence North 660 feet; thence West 311 feet; thence North 660 feet; thence West 991 feet; thence North 1320 feet; thence East 1320 feet; thence South 660 feet; thence East 660 feet; thence South 660 feet; thence East 1070 feet; thence North 809 feet; thence East 1400 feet, more or less, to the West right-of-way line of the Seaboard Air Line Railroad; thence Southerly along the West right-of-way line of said Railroad to the point of Beginning.
> ALSO - the N half (N½) of Section 12, TWP 45 S, Range 24 E, less right-of-way of Seaboard Air Line Railroad on East side and paved highway (U.S.#41) on West side.
> All of said lands being in Lee County, Florida, and containing in all 618 acres, more or less.
>
> ALSO - Tracts 4 and 5 of the subdivision in the North half (N½) of Southwest Quarter (SW¼) of Section 1, TWP 45 S, Range 24 E, as shown on Plat of said subdivision, recorded in Plat Book 3, page 45, of the Public Records of Lee County, Florida, and containing 10 acres, more or less.

which Lease, as modified, would otherwise continue in full force and effect until six (6) months from the date of the termination of the unlimited emergency as declared by the President of the United States on May 22, 1941, Proclamation 2487 or June 30, 1967, whichever shall occur first, subject to the provisions thereof.

The party of the second part does hereby release the party of the first part from any and all claims which exist or may arise under the provisions of the aforesaid lease, except claims, as to the airport property, which may be submitted under Section 17 of the Federal Airport Act.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that transfer of the property transferred by this instrument is accepted subject to the following restrictions set forth in sub-paragraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders, provided that said reservations and restrictions shall not apply to that portion of the leasehold south of Danley Road as shown on the map marked Exhibit "A", attached hereto and made a part hereof.

(1) That all of the property transferred hereby, including the premises hereinabove expressly described, the leased premises and structures, buildings and improvements on all the above mentioned premises, hereafter in this instrument called the "airport", shall be used for public airport purposes, and only for such purposes, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used herein, "public airport purposes" shall be deemed to exclude use of the structures conveyed hereby, or any portion thereof, for manufacturing or industrial purposes. However, until, in the opinion of Civil Aeronautics Administration or its successor Government agency, it is needed for public airport purposes, any particular structure transferred hereby may be utilized for non-manufacturing or non-industrial purposes in such manner as the party of the second part deems advisable, provided that such use does not interfere with operation of the remainder of the airport as a public airport.

(2) That the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment of the airport shall be maintained at all times in good and serviceable condition to assure its efficient operation; provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administration or its successor Government agency. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises, which have out-

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

lived their use as airport property in the opinion of the Civil Aeronautics Administration or its successor Government agency.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions as set forth in sub-paragraphs (1) to (6) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and order, provided that said reservations and restrictions shall not apply to that portion of the airport south of Danley Road as shown on Exhibit "A" attached hereto.

(1) That insofar as is within its power and reasonably possible, the party of the second part and all subsequent transferees shall prevent any use of land either within or outside the boundaries of the airport, including the construction, erection, alteration or growth of any structure or other object thereon, which use would be a hazard to the landing, taking-off, or maneuvering of aircraft at the airport, or otherwise limit its usefulness as an airport.

(2) That the building areas and non-aviation facilities, as such terms are defined in WAA Regulation 16, dated June 26, 1946, of or on the airport shall be used, altered, modified or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities, as defined in WAA regulation 16, as amended.

(3) That itinerant aircraft owned by the United States of America (hereinafter sometimes referred to as the "Government"), or operated by any of its employees or agents on Government business shall at all times have the right to use the airport in common with others; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict Government use to less than twenty-five (25) per centum of capacity of the landing area of the airport. Government use of the airport by virtue of the provisions of this sub-paragraph shall be without charge of any nature other than payment for damage caused by such itinerant aircraft

(4) That during the existence of any emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right without charge, except as indicated below, to the full, unrestricted possession, control and use of the landing area, building areas, and airport facilities as such terms are defined in WAA Regulation 16, dated June 26, 1946, or any part thereof, including any additions or improvements thereto made subsequent to the declaration of any part of the airport as surplus; Provided, however, that the

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Government shall be responsible during the period of such use for the entire cost of maintaining all such areas, facilities and improvements, or the portions used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal Aid.

(5) That no exclusive right for the use of any landing area or air navigation facilities, as such terms are defined, in WAA Regulation 16, dated June 26, 1946, included in or on the airport shall be granted or exercised.

(6) That the property transferred hereby may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

By the acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That upon a breach of any of the aforesaid reservations or restrictions by the party of the second part, or any subsequent transferee, whether cuased by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part upon demand made in writing by the War Assets Administration, or its successor Government agency at least sixty (60) days prior to the date fixed for the revesting of such title, right of possession and other rights transferred, or any portion thereof: Provided, that as to installations or structures which have been added to the premises without Federal aid, the Government shall have the option to acquire title to or use of the same at the then fair market value of the rights therein to be acquired by the Government. Provided that said reverter shall not apply to that said portion of the airport lying South of Danley Road.

(2) That if the construction as convenants of any of the foregoing reservations and restrictions recited herein as convenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances thereunto belonging or in any wise appertaining and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or equity, except the property and rights excepted and reserved above, and under and subject to the aforesaid reservations, restrictions and conditions, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part, the United States of America, acting by and through the War Assets Administrator, has caused these presents to be executed in its name and on its behalf by Lyle T. Pritchard, Deputy Regional Director, Office of Real Property Disposal, War Assets Administration, and the party of the second part, the County of Lee, has caused these presents to be executed in its name and on its behalf by the Chairman of its Board of County Commissioners and its Seal to be hereunto affixed, all of the 4 day of June 1947.

UNITED STATES OF AMERICA
Acting by and through
War Assets Administration

By: Lyle T Pritchard (SEAL)
Deputy Regional Director for
Real Property Disposal
War Assets Administration

WITNESS:
Earl W Ridell
Caryl Anne Cowee

COUNTY OF LEE
Acting by and through its
Board of County Commissioners

By: [signature]
Chairman

Attest: D J Zarabee (SEAL)
Secretary

[signature]
H. Glenn Ribaar

[illegible] COUNTY OF LEE

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

I hereby Certify that on the 5th day of June, 1947, personally appeared LYLE T. PRITCHARD, to me well known as the person described in and who executed the foregoing instrument on behalf of the United States of America, and acknowledged that he, LYLE T. PRITCHARD, being thereunto duly authorized, as Deputy Regional Director for Real Property Disposal, War Assets Administration, executed the same for the purposes therein expressed as the free act and dead of the United States of America, the War Assets Administration and the War Assets Administrator, and that the said instrument is their free act and deed.

IN WITNESS WHEREOF I have hereunto affixed my hand and official Seal at Jacksonville, Florida, this 5th day of June, 1947.

Earl Wade
Notary Public

(SEAL)

My commission expires:

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

I HEREBY CERTIFY that on the 11th day of June, 1947, personally appeared Hiram Stringfellow and D. T. Forehee to me well known as the persons described in, and who executed, the foregoing instrument on behalf of the County of Lee, and acknowledged that they Hiram Stringfellow and D. T. Forehee, as Chairman and Clerk of the Board of County Commissioners respectively, executed the same for the purposes thereinexpressed as the free act and deed of said County, and D. T. Forehee acknowledged that in his capacity as said Clerk he affixed thereto the official Seal of said County, and both of said persons acknowledged that said instrument is the act and deed of said County.

IN WITNESS WHEREOF I have hereunto affixed my hand and official seal at Fort Myers, Fla., this 11th day of June, 1947.

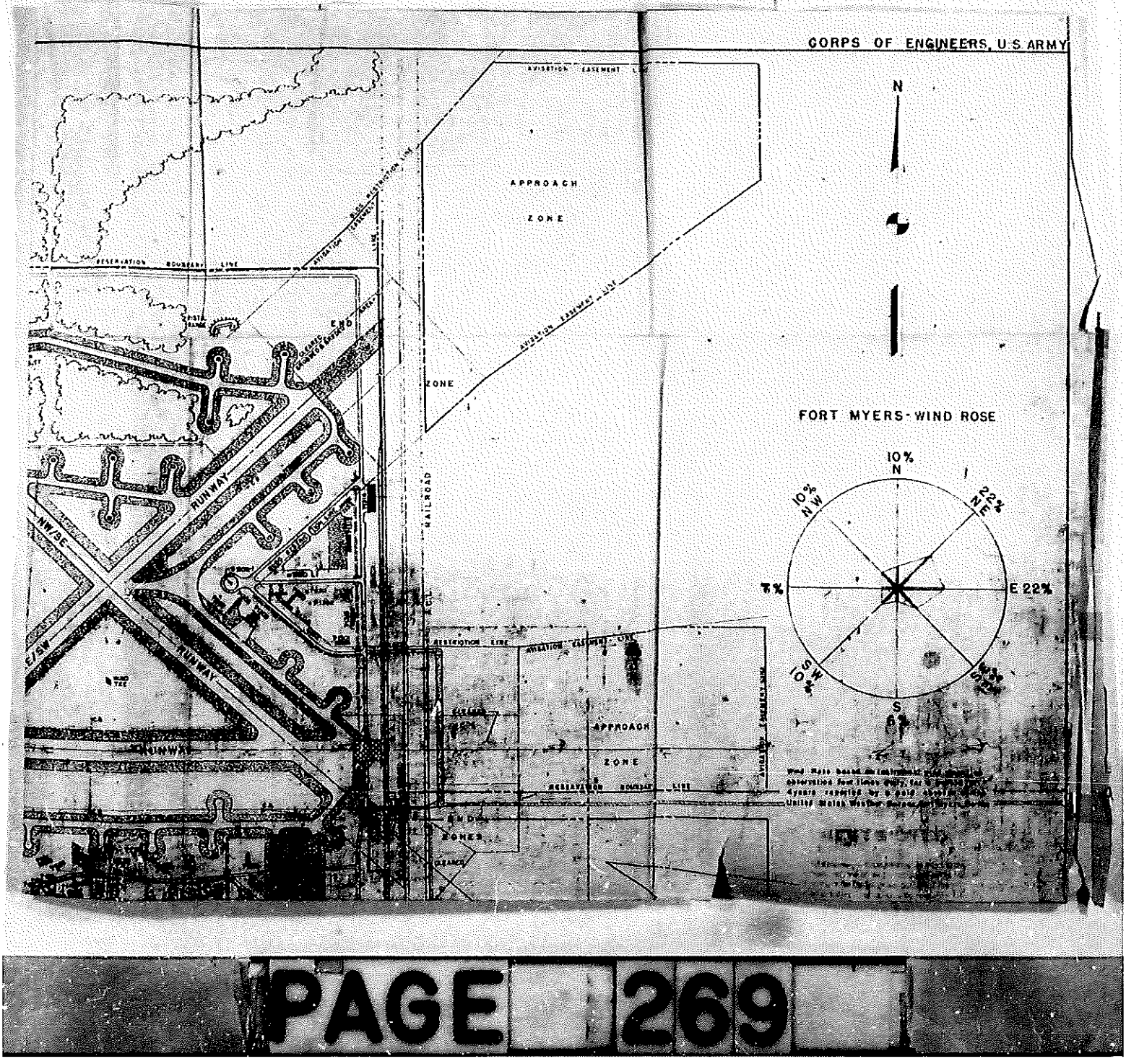
Notary Public

(SEAL)

My commission expires Dec. 14, 1947

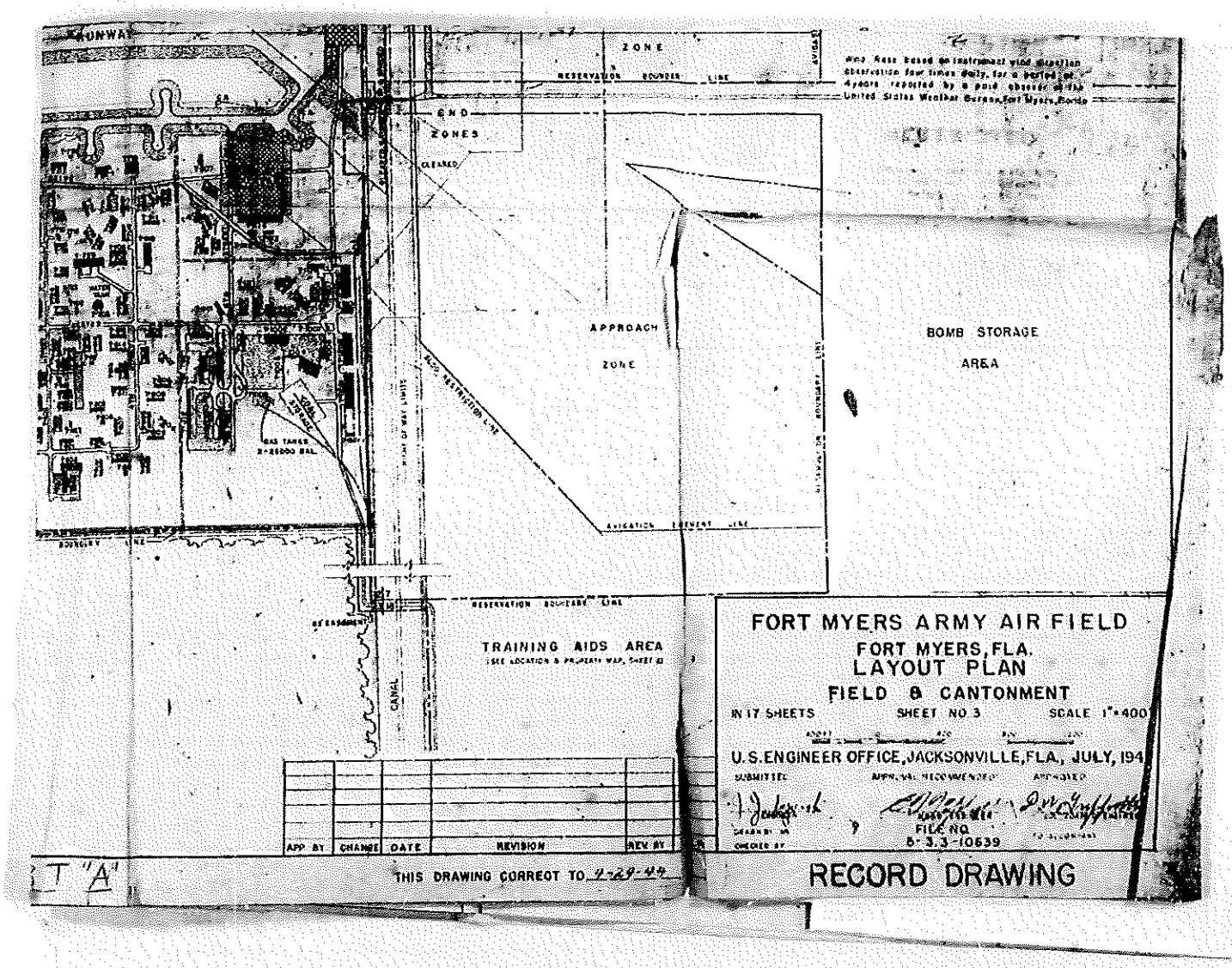
DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

MISC BK 25



PAGE 269

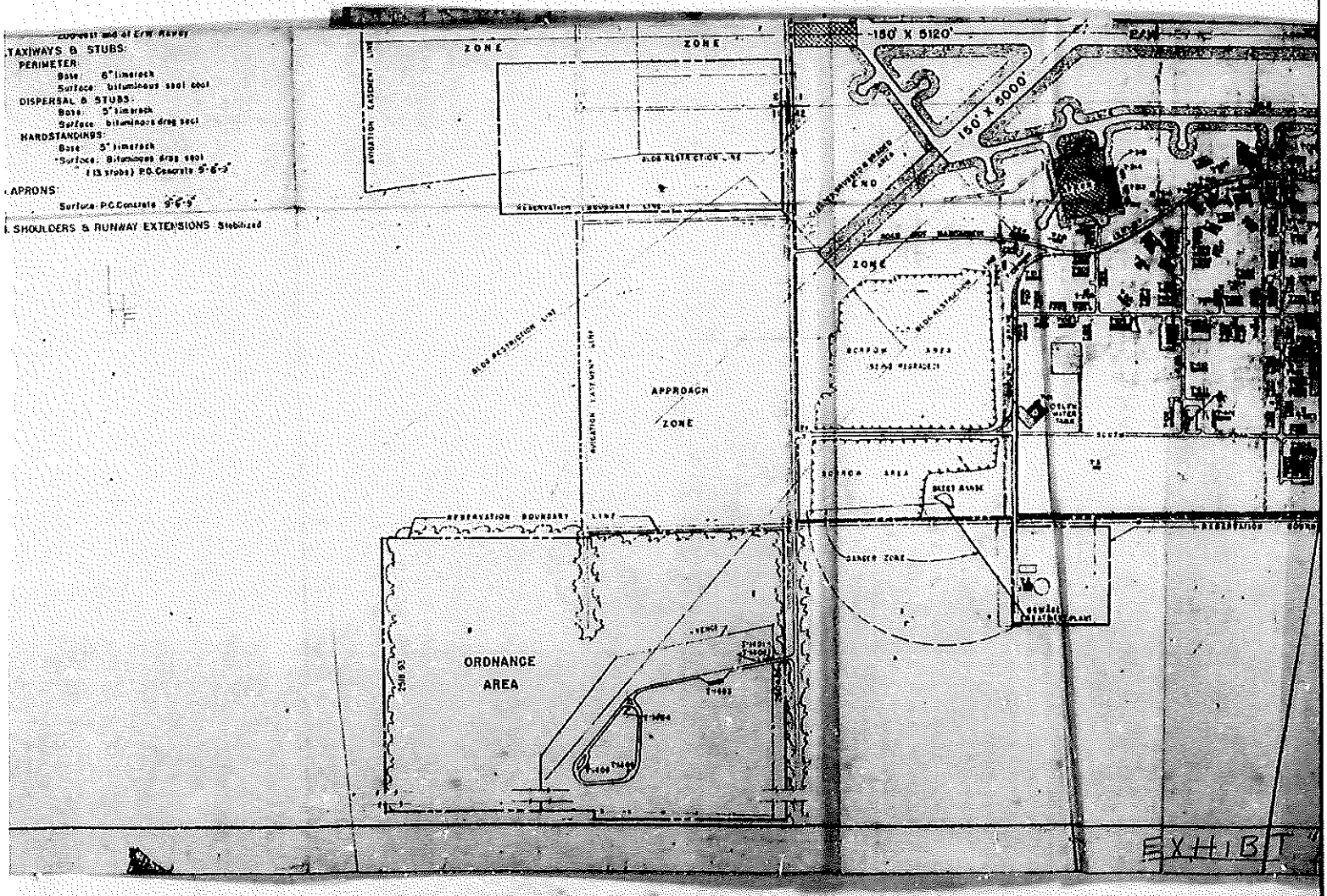
MISC BK 25



PAGE 269

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

MISC BK 25



PAGE 269

PREPARER:
Lee County Port Authority
16000 Chamberlin Parkway SE
Fort Myers, FL 33913
(941)-786-1000

37.50

DEED OF RELEASE 3933801

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the Airport Owner, WITNESSETH:

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: HELEN CARROLL, D.C. •

OR2 PG 1578

WHEREAS, the United States of America, acting by and through the War Assets Administrator, under and pursuant to authority contained in the provisions of Executive order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, (58 Stat. 765), as amended, and applicable rules, regulations, and orders by instruments of transfer entitled "Quitclaim Deed" dated June 4, 1947, did remise, release and forever quitclaim to County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, Florida, its successors and assigns, all rights, title and interest in and to that certain property located and situated in Lee County, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Lee County, Florida, Miscellaneous Deed Book No. 25, Page 260, reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner, through the Lee County Port Authority, has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700), as amended; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700) is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to covey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

11/13/95 C13a

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by Lee County in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

(1) That the Airport Owner reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Page Field.

(2) That the Airport Owner expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(3) That the Airport Owner expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Page Field or interfere with air navigation and or communication facilities serving Page Field, or otherwise constitute an airport hazard.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the Airport Owner dated June 4, 1947, which real property is described on the attached Exhibit A as Parcel A and Parcel 7-1.

This release is for the specific purpose of permitting the Airport Owner to obtain clear title to the above described property for construction of roadways and their associated right-of-ways.

By its acceptance of this Deed of Release the Airport Owner also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the property described in the attached Exhibit A.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 25th day of October, 1995.

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
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UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By Charles E. Blair
Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

STATE OF FLORIDA)
)ss
COUNTY OF ORANGE)

On this 25th day of October, 1995 before me a Notary Public in and for the County of Orange, State of Florida, personally appeared Charles E. Blair, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

STATE OF FLORIDA NOTARY PUBLIC
ALLA LEE L. BLANEY
My Comm Exp. 1/27/99
Bonded By Service Ins
No. CC415327
[X] Personally Known [ ] Other I.D.

WITNESS my hand and official seal.

Alla Lee L. Blaney
Notary Public In and for said County and State

(SEAL)

My commission expires January 27, 1999

Accepted:

BOARD OF COUNTY COMMISSIONERS,
LEE COUNTY, FLORIDA, AIRPORT OWNER
By: _____
Chairman or Vice Chairman

Date: November 13, 1995

Attest:
Charlie Green, Ex-Officio Clerk
By: Dian L. Price
Deputy Clerk

Approved As To Form:
_____
LEE COUNTY ATTORNEY'S OFFICE

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

EXHIBIT A

HMA PROJECT #94.43
JULY 19, 1995
REF.DWG. #B-1736
PAGE 1 OF 2

OR2688 PG1581

DESCRIPTION OF
PROPOSED RIGHT-OF-WAY TAKE
PARCEL 7-1

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTIONS 1 AND 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, THE SAME BEING THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S. 00°31'15" W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 65.85 FEET; THENCE RUN S. 89°28'45" E., PERPENDICULAR TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N. 32°55'27" E. FOR A DISTANCE OF 70.57 FEET; THENCE RUN N. 72°31'00" E. FOR A DISTANCE OF 224.29 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1208.92 FEET, THROUGH A CENTRAL ANGLE OF 17°54'26", SUBTENDED BY A CHORD OF 376.30 FEET AT A BEARING OF N. 63°33'47" E., FOR A DISTANCE OF 377.83 FEET TO THE END OF SAID CURVE; THENCE RUN N. 50°29'49" E. FOR A DISTANCE OF 103.19 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N. 40°17'12" W. A DISTANCE OF 1205.92 FEET THEREFROM; THENCE RUN NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1205.92 FEET, THROUGH A CENTRAL ANGLE OF 62°03'57", SUBTENDED BY A CHORD OF 1243.37 FEET AT A BEARING OF N. 18°40'50" E., FOR A DISTANCE OF 1306.31 FEET TO A POINT OF TANGENCY; THENCE RUN N. 12°21'09" W. FOR A DISTANCE OF 1182.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 894.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1200.68 FEET AT A BEARING OF N. 29°46'41" E., FOR A DISTANCE OF 1316.12 FEET TO A POINT OF TANGENCY; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 21.85 FEET; THENCE RUN N. 85°24'16" E. FOR A DISTANCE OF 51.42 FEET; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 153.11 FEET; THENCE RUN S. 80°26'03" E. FOR A DISTANCE OF 63.55 FEET; THENCE RUN S. 48°05'28" E. FOR A DISTANCE OF 71.91 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 91°30'15", SUBTENDED BY A CHORD OF 303.72 FEET AT A BEARING OF N. 86°09'31" E., FOR A DISTANCE OF 338.57 FEET TO A POINT OF TANGENCY; THENCE RUN N. 40°24'32" E. FOR A DISTANCE OF 149.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 278.00 FEET, THROUGH A CENTRAL ANGLE OF 49°22'43", SUBTENDED BY A CHORD OF 232.24 FEET AT A BEARING OF N. 65°05'53" E., FOR A DISTANCE OF 239.59 FEET TO A POINT OF TANGENCY; THENCE RUN N. 89°47'14" E. FOR A DISTANCE OF 219.38 FEET; THENCE RUN N. 00°18'07" W. FOR A DISTANCE OF 19.83 FEET TO A POINT 20.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1, THE SAME BEING A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN DEED BOOK 143 OF PAGE 576 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S. 89°06'35" W., PARALLEL WITH THE NORTH LINE OF THE

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8/9/23, 8:12 AM
Additional info dated 08-31-2023
Landmark Web Official Records Search

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
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Bonita Springs

OR2688 PG1582

SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1 AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN SAID DEED BOOK 143 AT PAGE 576, FOR A DISTANCE OF 1193.27 FEET; THENCE RUN S. 42°46'42" E. FOR A DISTANCE OF 119.45 FEET; THENCE RUN S. 71°54'32" W. FOR A DISTANCE OF 94.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1017.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1365.70 FEET AT A BEARING OF S. 29°46'41" W., FOR A DISTANCE OF 1497.00 FEET TO A POINT OF TANGENCY; THENCE RUN S. 12°21'09" E. FOR A DISTANCE OF 1102.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1082.92 FEET, THROUGH A CENTRAL ANGLE OF 61°48'25", SUBTENDED BY A CHORD OF 1112.35 FEET AT A BEARING OF S. 18°33'04" W., FOR A DISTANCE OF 1168.18 FEET TO THE END OF SAID CURVE; THENCE RUN S. 53°48'02" W. FOR A DISTANCE OF 97.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 35°22'00" W. A DISTANCE OF 1079.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1079.92 FEET, THROUGH A CENTRAL ANGLE OF 14°32'14", SUBTENDED BY A CHORD OF 273.26 FEET AT A BEARING OF S. 61°54'07" W., FOR A DISTANCE OF 274.00 FEET TO THE END OF SAID CURVE; THENCE RUN S. 85°05'58" W. FOR A DISTANCE OF 47.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 18°23'28" W. A DISTANCE OF 1067.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1067.92 FEET, THROUGH A CENTRAL ANGLE OF 00°54'28", SUBTENDED BY A CHORD OF 16.92 FEET AT A BEARING OF S. 72°03'46" W., FOR A DISTANCE OF 16.92 FEET TO A POINT OF TANGENCY; THENCE RUN S. 72°31'00" W. FOR A DISTANCE OF 150.50 FEET; THENCE RUN N. 45°59'18" W. FOR A DISTANCE OF 81.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE RUN S. 00°06'55" E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 201.94 FEET; THENCE RUN S. 00°31'15" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 66.03 FEET TO THE POINT OF BEGINNING, CONTAINING 17.234 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

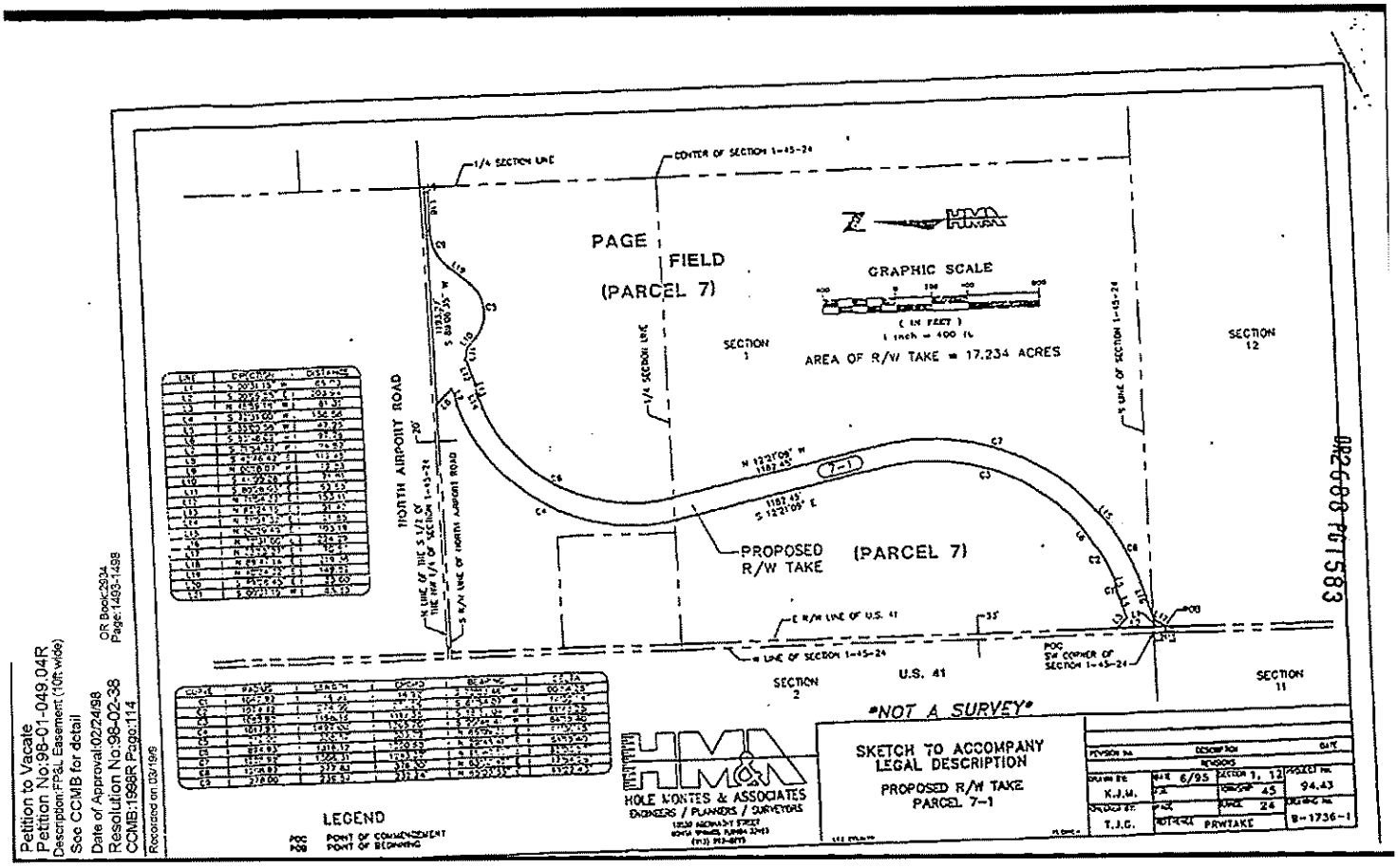
BEARINGS REFER TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S. 00°06'55" E.

HOLE, MONTES & ASSOCIATES, INC.

BY _____ P.L.S. #3741
THOMAS J. GARRIS STATE OF FLORIDA

10550 Abernathy Street / Bonita Springs, Florida 33923 / (813) 992-0795 / FAX (813) 992-2327

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaBookPage&quickSearchSelection=#
5/8


PAGE FIELD
(PARCEL 7)
GRAPHIC SCALE
AREA OF R/W TAKE = 17.234 ACRES
PROPOSED R/W TAKE (PARCEL 7)
NORTH AIRPORT ROAD
U.S. 41
SECTION 1
SECTION 2
SECTION 11
SECTION 12
POC SW CORNER OF SECTION 1-45-24
POB
LEGEND
NOT A SURVEY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED R/W TAKE
PARCEL 7-1
HOLE MONTES & ASSOCIATES
ENGINEERS / PLANNERS / SURVEYORS
OR2600 PG1583
Petition to Vacate
Petition No:98-01-049.04R
Description:FP&L Easement (10ft wide)
See CCMB for detail
Date of Approval:02/24/98
Resolution No:98-02-38
CCMB:1998R Page:114
Recorded on 03/19/98
OR Book:2934 Page:1493-1498

(PARCEL A)

DESCRIPTION
OF

A tract or parcel of land lying in and being a part of Lee County Airport (Page Field) bounded on the south by Lot 1, Block U, on the west by the east right of way line of Sixth Street, on the north by the easterly prolongation of the north right of way line of Danley Drive, all of which are shown on the Plat of Page Park, a Subdivision recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, and on the east by a parcel recorded in Official Record Book 990 at Pages 290 and 291 Public Records of Lee County, Florida, Section 12, Township 45 South, Range 24 East being more particularly described as follows:

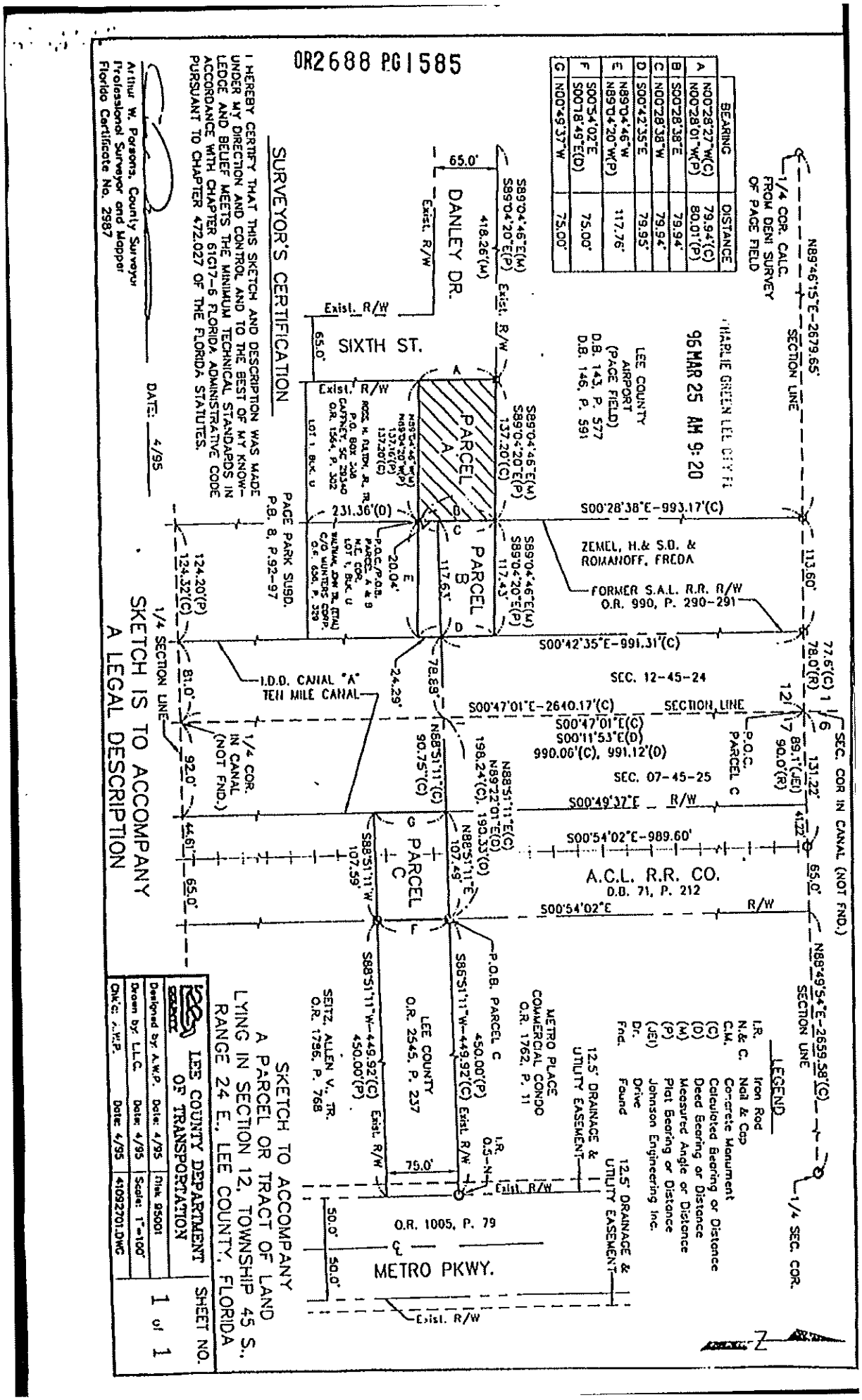
Commencing at the northeast corner of Lot 1, Block U at the northeast corner of Page Park Subdivision as recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, said northeast corner being the point of beginning of the tract or parcel described herein; thence N89°04'46"W (N89°04'20"W-Plat) along the north line of said Lot 1, Block U for 137.20 feet (137.16 feet-Plat) to the northwest corner of said Lot 1 and the east right of way line of Sixth Street (65 feet in width); thence N00°28'27"W (N00°28'01"W-Plat) for 79.94 feet (80.01 feet-Plat) to the north right of way line of Danley Drive; thence S89°04'46"E (S89°04'20"E-Plat) along the easterly prolongation of the north right of way line of Danley Drive for 137.20 feet to the westerly line of the former S.A.L. Railroad right of way as recorded in Official Record Book 990 at Pages 290 and 291, Public Records of Lee County, Florida, thence S00°28'30"E along said right of way line for 79.94 feet to the northeast corner of said Lot 1, Block U of aforesaid Page Park Subdivision and the point of beginning, containing 10,964.72 square feet (0.2517 acres) more or less.

Bearings mentioned hereinabove are based on The Florida Coordinate System, West Zone (NAD 83) 1990 Adjustment with the north line of the northeast quarter (NE 1/4) of Section 12, Township 45 south, 24 east as bearing N89°46'15"E.

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987

(dottpce/14725)

OR2688 PG1584


OR2688 PG1585
SURVEYOR'S CERTIFICATION
I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.
Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987
DATE: 4/95
SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION
SKETCH TO ACCOMPANY A PARCEL OR TRACT OF LAND LYING IN SECTION 12, TOWNSHIP 45 S., RANGE 24 E., LEE COUNTY, FLORIDA
LEE COUNTY DEPARTMENT OF TRANSPORTATION
SHEET NO. 1 of 1
Designed by A.W.P. Date: 4/95
Drawn by: L.L.C. Date: 4/95
Chk'd: A.W.P. Date: 4/95
Disk 95001
Scale: 1"=100'
41092701.DWG
N89°46'15"E-2679.65'
1/4 COR. CALC. FROM DENI SURVEY OF PAGE FIELD
SECTION LINE
CHARLIE GREEN LEE CO'TY FL
96 MAR 25 AM 9:20
LEE COUNTY AIRPORT (PAGE FIELD)
D.B. 143, P. 577
D.B. 146, P. 591
BEARING / DISTANCE
A N00°28'27"W(C) 79.94'(C)
N00°28'01"W(P) 80.01'(P)
B S00°28'38"E 79.94'
C N00°28'38"W 79.94'
D S00°42'35"E 79.95'
E N89°04'46"W 117.76'
N89°04'20"W(P)
F S00°54'02"E 75.00'
S00°18'49"E(D)
G N00°49'37"W 75.00'
65.0'
DANLEY DR.
Exist. R/W
418.26'(M)
S89°04'46"E(M)
S89°04'20"E(P)
SIXTH ST.
65.0'
Exist. R/W
PARCEL A
PARCEL B
PARCEL C
137.20'(C)
117.63'
117.43'
231.36'(D)
20.04'
S00°28'38"E-993.17'(C)
ZEMEL, H.& S.D. & ROMANOFF, FREDA
FORMER S.A.L. R.R. R/W O.R. 990, P. 290-291
113.60'
S00°42'35"E-991.31'(C)
SEC. 12-45-24
PAGE PARK SUBD. P.B. 8, P.92-97
124.20'(P)
124.32'(C)
1/4 SECTION LINE
81.0'
I.D.D. CANAL "A" TEN MILE CANAL
24.29'
78.89'
S00°47'01"E-2640.17'(C)
S00°47'01"E(C)
S00°11'53"E(D)
990.06'(C), 991.12'(D)
SECTION LINE
77.5'(C) 1/6
78.0'(R)
12
17
89.1'(JEI)
90.0'(R)
131.22'
SEC. COR IN CANAL (NOT FND.)
P.O.C. PARCEL C
SEC. 07-45-25
1/4 COR. IN CANAL (NOT FND.)
92.0'
44.61'
N88°51'11"E(C)
90.75'(C)
N88°51'11"E(C)
N89°22'01"E(D)
198.24'(C), 193.33'(D)
107.49'
S00°49'37"E
R/W
S00°54'02"E-989.60'
A.C.L. R.R. CO.
D.B. 71, P. 212
S00°54'02"E
R/W
65.0'
N88°49'54"E-2659.58'(C)
1/4 SEC. COR.
S88°51'11"W
107.59'
P.O.B. PARCEL C
S88°51'11"W-449.92'(C)
450.00'(P)
Exist. R/W
LEE COUNTY O.R. 2545, P. 237
METRO PLACE COMMERCIAL CONDO O.R. 1762, P. 11
12.5' DRAINAGE & UTILITY EASEMENT
I.R. 0.5'-N
75.0'
50.0'
O.R. 1005, P. 79
METRO PKWY.
SEITZ, ALLEN V., JR. O.R. 1795, P. 768
LEGEND
I.R. Iron Rod
N.& C. Nail & Cap
C.M. Concrete Monument
(C) Calculated Bearing or Distance
(D) Deed Bearing or Distance
(M) Measured Angle or Distance
(P) Plat Bearing or Distance
(JEI) Johnson Engineering Inc.
Dr. Drive
Fnd. Found

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

2944628

LEE COUNTY ORDINANCE NO. 86-14

AN ORDINANCE RELATING TO GARBAGE AND SOLID WASTE COLLECTION WITHIN LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS AND A SPECIAL DISTRICT UNIT TO INCLUDE INCORPORATED AREAS OF THE COUNTY; TO BE KNOWN AS SOLID WASTE AND MANDATORY COLLECTION UNITS FOR SERVICE AREAS; PROVIDING FOR THE PURPOSE OF DISPENSING OF SOLID WASTE AND THE BOUNDARIES; ESTABLISHING A GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION; MANDATING SERVICES AND PAYMENT FOR SAME; LEVING SPECIAL ASSESSMENTS AND COLLECTION: PROHIBITING UNLAWFUL DISPOSAL: PENALTIES, SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

OR2189 PG3281

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

WHEREAS, the Board of County Commissioners of Lee County, Florida finds that there is an inordinate amount of littering of and illegal dumping on the public right-of-way and private lands of Lee County, with garbage and waste generated within the residential and non-residential units of the County, resulting in the necessity for more stringent regulation of Garbage and Solid Waste collection practices within the County; and,

WHEREAS, Lee County has determined that a substantial number of commercial entities and residents in the County do not subscribe to a garbage or trash collection disposal service; and,

WHEREAS, the Courts of the State of Florida have determined that levies of fees for garbage and waste collection similar to those levied herein by Lee County are and can be levied as special assessments; and,

WHEREAS, it has been determined that it is necessary for the Board to exercise its authority under Florida Statute

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

2944629

LEE COUNTY ORDINANCE NO. 86-38

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 86-14; RELATING TO MANDATORY GARBAGE AND SOLID WASTE COLLECTION IN LEE COUNTY; AMENDING SECTION ONE, RELATING TO CREATION, PURPOSE AND DECLARATION OF BENEFIT; AMENDING SECTION THREE, PARAGRAPH 11, RELATING TO THE DEFINITION OF HAZARDOUS WASTE, AND PARAGRAPH 14, RELATING TO THE DEFINITION OF RESIDENTIAL COLLECTION SERVICE; AMENDING SECTION SIX, RELATING TO VARIANCES OR EXEMPTIONS FROM THE PROVISIONS OF LEE COUNTY ORDINANCE NO. 86-14, PROVIDING FOR A FINANCIAL HARDSHIP COMMITTEE, PROVIDING FOR PROCEDURES FOR APPLICATION FOR FINANCIAL HARDSHIP, PROVIDING FOR REVIEW PROCEDURES, PROVIDING FOR FLORIDA ADMINISTRATIVE CODE RECOMMENDATIONS FOR COMPACTION-TYPE TRUCK SPECIFICATIONS; AMENDING SECTION EIGHT, PARAGRAPH A,. PROVIDING FOR PAYMENTS TO CONTRACTOR/FRANCHISEE BY DESIGNEE OF THE COUNTY; AMENDING SECTION NINE, PARAGRAPH B, PROVIDING FOR A FISCAL YEAR FROM APRIL 1 TO MARCH 31, AMENDING PARAGRAPH'S C, D AND E, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TEN RELATING TO CERTIFICATION OF THE RATE RESOLUTION, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TWELVE RELATING TO SCOPE OF SPECIAL ASSESSMENT, PROVIDING FOR PAYMENT OF THE SPECIAL ASSESSMENT IN QUARTERLY INSTALLMENTS AS WELL AS IN AN ANNUAL PAYMENT, PROVIDING FOR A DISCOUNT FOR ANNUAL PAYMENT, PROVIDING FOR PENALTIES FOR LATE QUARTERLY PAYMENTS, PROVIDING FOR AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE LEE COUNTY TAX COLLECTOR AS THE BOARD DESIGNATED AGENT FOR COLLECTION AND DISBURSEMENT OF SPECIAL ASSESSMENT FUNDS; AMENDING SECTION THIRTEEN, RELATING TO CORRECTIONS OF ERRORS AND OMISSIONS, PROVIDING FOR PETITION TO THE COURTS; AMENDING EXHIBIT A, RELATING TO LEGAL DESCRIPTIONS OF THE FRANCHISE AREAS FOR AREAS NO. 3 and NO. 4, DELETING AREA NO. 7; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY G. SHERWOOD, D.C.

OR2189 PG3334

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida, and;

WHEREAS, the Board of County Commissioners, by Ordinance No. 86-14, created the Mandatory Garbage and Solid Waste Collection Program in Lee County, and;

WHEREAS, in the course of the implementation of Lee County Ordinance 86-14 since its adoption, there have developed numerous administrative matters that require amendments to Ordinance 86-14, and;

Memorandum
from the
Department of County Lands

Title Certification
Strap Number(s):12-45-24-01-0000A.0010
Folio ID(s): 10583964

Certified to: Lee County Port Authority and South Florida Water Management District

Effective Date of Title Certification: July 31, 2023 at 5:00 pm

I have searched the Public Records of Lee County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A". I have made a careful examination of the Public Records of Lee County, Florida, with respect to the real property described in attached Exhibit "A". Based on the foregoing, we hereby certify Record Title to the above-described real property, as to the Effective Date of the Title Certification set forth above, is vested in:

Lee County as shown in attached Exhibit "B".

The following are all of those persons or entities holding a mortgage secured by the property:

N/A

The following are easements, rights of way and encumbrances affecting the property:

1) Easements described in the Plat of Page Park, recorded November 3, 1947 in Plat Book 8, Page 92, Public Records of Lee county, Florida.

2) Lee County Ordinances relating to garbage and solid waste collection, recorded November 30, 1990, Official Record Book 2189, Pages 3281, in the Public Records of Lee County, Florida.

NOTE: Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report

NOTE: Deed of Release by the United States of America, acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision

of the State of Florida, recorded March 25, 1996 in Official Records Book 2688, Page 1578, Public Records of Lee county, Florida. Document is attached to the Quitclaim Deed recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida.

NOTE: Release of Federal Surplus Property Obligations Page Field and Deed of Release by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of 49 U.S.C. 47153 to Lee County Port Authority, a body, politic, created, operating, and doing business under the laws of the State of Florida, recorded July 14, 2017 in Instrument Number 2017000152276, Public Records of Lee County, Florida.

NOTE: Notice of Development Order Approval, recorded March 27, 2023 in Instrument Number 2023000108143, Public Records of Lee County, Florida.

Tax Status:

12-45-24-01-0000A.0010 - Subject property is assessed at $1,135,187.00 for 2023 with local government exemption of $1,135,187.00. There were no taxes due in 2022.

NOTE: This Property is tax exempt.

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search of the Public Records of Lee County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____

Marja Borkert
Property Acquisition Assistant

S:\County Lands\POOL\PORT AUTHORITY- Page Field\2023 Title\Lee County_S. Airport Rd _10583964\Title Cert Lee County_S. Airport Rd _10583964.docx

Exhibit "A"

Lot 1, Block "A", Page Park, according to th eplat thereof as recorded in Plat Book 8, Pages 92 through 97. Less the property described in Instrument Number 2017000152276, Public Records of Lee County, Florida.

Exhibit "B"

County of Lee, acting by and through its Board of County Commissioners, a political subdivision of the State of Florida by Quitclaim Deed and Surrender of Lease from the United States of America, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the power and authority contained in the provisions of the Surplus Property Act of 1944, from recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida

.

Lee County Property Appraiser

Tax Year 2023

Property Data

STRAP: 12-45-24-01-0000A.0010 Folio ID: 10583964

Generated on 8/21/2023 10:54 AM

Owner Of Record - Sole Owner [Change Address]

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

Site Address

Site Address maintained by E911 Program Addressing

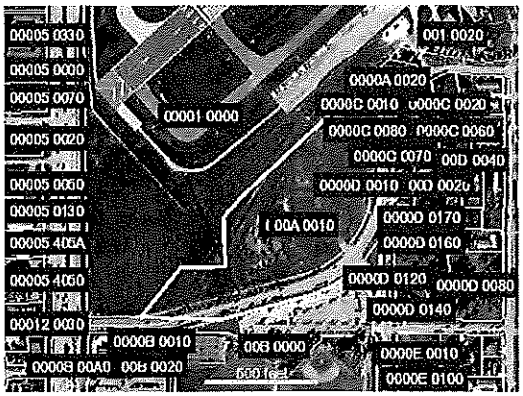
S AIRPORT RD
FORT MYERS FL 33907

Property Description

Do not use for legal documents!

PAGE PARK
BLK A PB 8 PG 92
LOT 1 LESS 2017000152276

[Tax Map Viewer]



[Pictometry Aerial Viewer]

Current Working Values

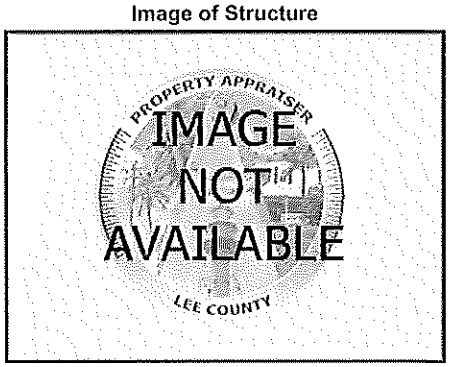
Hurricane Ian Tax Roll Value Letter Tax Refund Status

Just	1,135,187

Attributes

Land Units Of Measure	AC
Units	12.94
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0
1st Year Building on Tax Roll	N/A
Historic Designation	No

Image of Structure



Exemptions / Classified Use (Current)

Generated on 8/21/2023 10:54 AM

Exemptions / Classifed Use (2023 TRIM)

Generated on 8/21/2023 10:54 AM

Values (2023 TRIM)

Generated on 8/21/2023 10:54 AM

Taxing Authorities

Generated on 8/21/2023 10:54 AM

Sales / Transactions

Generated on 8/21/2023 10:54 AM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
0.00	02/06/2018	20181048382SP		**Not a Sale** Parcel has been split or combined at the request of the property owner. Click Here for staff assistance. There are 1 additional parcel(s) with this document (may have been split after the transaction date)... 12-45-24-01-0000B.0000	V

View Recorded Plat at LeeClerk.org
Use the above link to do a search on the Lee County Clerk of Courts website, using **8** and **92** for the book and page numbers and **Plats Book** for the book type.

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

Building / Construction Permit Data
Generated on 8/21/2023 10:54 AM

Parcel Numbering History
Generated on 8/21/2023 10:54 AM

Location Information
Generated on 8/21/2023 10:54 AM

Solid Waste (Garbage) Roll Data
Generated on 8/21/2023 10:54 AM

Flood and Storm Information
Generated on 8/21/2023 10:54 AM

Address History
Generated on 8/21/2023 10:54 AM

Appraisal Details (2023 TRIM)
Generated on 8/21/2023 10:54 AM

Appraisal Details (Current Working Values)
Generated on 8/21/2023 10:54 AM

Previous Parcel Number
Next Parcel Number New Query Search Results

Generated on 8/21/2023 10:54 AM
TRIM (proposed tax) Notices are available for the following tax years
[2018 2019 2020 2021 2022 2023]
Home

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR LEE COUNTY, FLORIDA 2022 Paid Real Estate

Account Number:
12-45-24-01-0000A.0010

Alternate Key:
2100287315

Millage Code:
003

Site Address / Legal Description:
S AIRPORT RD

PAGE PARK BLK A PB 8 PG 92 LOT 1 LESS
2017000152276

*** See message below**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Amount Due: $0.00

If Paid By: Aug 31, 2023

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	1,135,187	1,135,187	0	0.00
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	1,135,187	1,135,187	0	0.00
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.3090	1,135,187	1,135,187	0	0.00
LEE COUNTY ALL HAZARDS - MSTU	239-533-2221	0.0693	1,135,187	1,135,187	0	0.00
LEE COUNTY UNINCORPORATED - MSTU	239-533-2221	0.8398	1,135,187	1,135,187	0	0.00
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	1,135,187	1,135,187	0	0.00
PAGE PARK LIGHT - MSTU	239-533-2308	0.2444	1,135,187	1,135,187	0	0.00
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	1,135,187	1,135,187	0	0.00
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	1,135,187	1,135,187	0	0.00
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	1,135,187	1,135,187	0	0.00
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0225	1,135,187	1,135,187	0	0.00
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	1,135,187	1,135,187	0	0.00
SOUTH TRAIL FIRE DISTRICT	239-433-0080	2.5000	1,135,187	1,135,187	0	0.00
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	1,135,187	1,135,187	0	0.00

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount

Keep for your records

2022 Combined Total Ad Valorem and Non-Ad Valorem: $0.00

2022 Paid Real Estate

Account:	12-45-24-01-0000A.0010
Site Address:	S AIRPORT RD, FORT MYERS, 33907
Alternate Key:	2100287315
If Paid By:	**Amount Due:**
Aug 31, 2023	$0.00

Phone/Email Contact: _____

***If the address below is not correct, visit www.leepa.org to update your address.**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

115893

QUITCLAIM DEED AND SURENDER OF LEASE

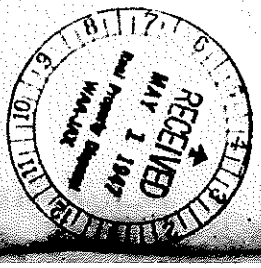
THIS INDENTURE, made this 24th day of June, 1947, between the UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part, and the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, party of the second part.

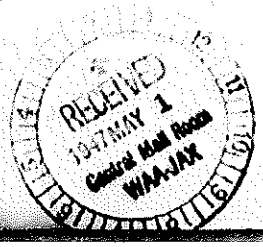
WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its convenant to abide by and agreement to certain other reservations, restrictions and conditions all as set out hereinafter, has remised, released, sold, assigned, transferred, delivered and quitclaimed but without representations or warranty whatsoever, and by these presents does remise, release, sell, assign, transfer, deliver and quitclaim, but without representations or warranty whatsoever, to the said party of the second part, its successors and assigns under the subject to the reservations, restrictions and conditions exceptions and reservation of property and rights hereinafter set out, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of Lee, State of Florida, to-wit:

The south half of the Northeast Quarter, Sect. 1, TWP 45 S , R 24 E, less the East 357.95 feet and less a parcel of land described as follows;

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼;the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/14 and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Also the following easements and rights-of-way, said easements being located in the area known as Page Field, Lee County, Florida, and more particularly described as follows:





DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Avigation easement obtained by the United States Government under indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 252, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 214 of Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 249, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 248, Lee County Records;

Avigation easement dated June 2, 1942, recorded in Deed Book, 155 p. 137; and

Perpetual easement for an outfall canal, obtained by the Government by indenture dated February 26, 1945 and recorded in Deed Book 159, p. 137;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated December 27, 1944, recorded in Deed Book 157, p. 311;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated January 16, 1945, recorded in Deed Book 159, p. 130, Lee County Records.

TOGETHER the following buildings and improvements located on all land hereinabove expressly described, and on land leased from Lee County, Florida, as hereinafter set forth:

All of the runways, taxiways, parking aprons, field marking and lighting, drainage system, control tower, water system, sewage disposal system, telephone system, and buildings listed as follows:

T-1314	T-1304	T-1306	T-1308-1	T-906	T-712	T-712-1	T-315
T-1303	T-1309	T-1305	T-1114	T-907	T-717	T-511	T-211

And also the following described equipment:

DESCRIPTION	DECLARATION DATA	WAA NO.
Grader, Motor, Adams, Ser.871 W-542427, 12' blade, semi-Diesel R&U GM-133	PF-PE-RFC-3 12/27/46, Item 1 Post Eng. PAAF	99-19527
Concrete Mixer, REX, on wheels Ser. #SKF-323 R&U GM-79	PF-PE-RFC-3 12/27/46, Item 2 Post Eng. PAAF	99-19527
Crane (Dragline) Truck, USA ,4169554 R&U, DE-32, Model T60, Hercules Mtr. #1311673, w/1 Clam Bucket 3/8 cu.yds. R&U CD-50, One Drag Bucket 3/8 cu.yds. Hendrix #1771, R&U DE-51	PF-PE-RFC-5 1/9/46 Crane, Page 1, Item 8 Clam Bucket, p. 1 Item 11, Drag Bucket P. 2, Item 10 Post Eng. PAAF	677419
Mower, Gang, 7 Sections, Worthington Grass Blitzer	PF-PE-RFC-6 1/9/46 Page 1, Item 3 Post Engr. PAAF	99-20622
Air Compressor, Schramm, Portable Rubber Tire, Trailer, NO652530 Model-60, Ser. 95149, R&U AC-46	PF-PE-RFC-7 1/9/46, Item 1, Page 1 Post Eng. PAAF	16849
Distributer, Asphalt, 300 gals. Wisconsin Mtr, Standard Pump #434589,-3 Patch hose, 6' Spray Bar R&U DE-44	PF-PE-RFC-5 1/9/46, Item 1 Page 1, Post Eng. PAAF	677410
	S-RFC-90 8/1/46, Page 1 Item 1	Unrecorded

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Roller, Road, Gas Engine Tandem US-826606, Wisconsin Engine, R&U 404	PF-PE-RFC-5 1/9/46, Page 1, Item 4 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 2	Unrecorded
Sweeper, Grace 2 Way, Ser. #825 One Extra Brush & Br. Filler R&U SR-56, U.S. Reg. W-744467	PF-PE-RFC-5 1/9/46, Page 1, Item 6 Brush & Brush Filler Page 2, Item #12 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 3	Unrecorded
Mower, Gang, 7 Sect. Worthington Grass Blitzer #A-5847, A-5767-A-5890 A-5807, A-4799, A-5847, & A-5854	PF-PE-RFC-6 1/9/46, Item 1, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 1, P. 1.	Unrecorded
Tractor, Case, Mower, w/5' Side Mower, blade # 825939 Model VAI #4700606, Ser. #12642 R&U MO 45	PF-PE-RFC-6 1/9/46, Item 8, p. 11 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 4, P. 1	Unrecorded
Tractor, Case, Mower, w/5' Side Mower Blade, W 825940 Model VAI #4760640, Ser. Eng. 12453, R&U MO-45	PF-PE-RFC-6 1/9/46, Item 7, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 3, P. 1	Unrecorded
Brush, Filling Machine Mod. T-17A R&U #SR-56	S-RFC-90 8/1/46, Page 1, Item 4	Unrecorded
Distributor, Fertilizer Ser. #15242, Model 3	S-RFC-91 8/1/46, Page 1, Item 2	Unrecorded
Fire Truck, Class 500 Pumper, GMC Serial #W-563652	Unknown (now being used for protection of Field)	Unrecorded

The above described premises are transferred subject to existing easements for roads, highways, public utilities, railways and pipelines.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all property in the nature of equipment, furnishings and other personal property located on the premises expressly hereinbefore described and on the leased premises hereinbefore mentioned, and on the leased premises hereinafter described, which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on such premises which is required for the efficient operation for air port purposes of the structures and improvements specifically listed hereinabove, as being transferred hereby; and further excepting from this conveyance all structures on such premises other than structures specifically described or enumerated above as being conveyed hereunder, and reserving to the party of the first part the right of removal from the premises of the property and structures excepted hereby, within a reasonable period of time after the date hereof, which shall not be construed to mean any period less than one (1) year after the date of this instrument.

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By accepting this instrument or any rights hereunder, the said party of the second part hereby releases the party of the first part from any and all liability for all claims for losses or damage arising out of the exceptions and the reservations above. Further, the party of the first part, for the considerations expressed, does hereby surrender, subject to the terms and conditions of this instrument the interest of the party of the first part in that certain lease dated the 19th day of February 1942, as modified by Supplemental Agreements dated July 15, 1942 and March 5, 1945, from the party of the second part to the party of the first part, covering the properties generally described and referred to as Page Field, containing 628 acres of land, more or less, and located in the County of Lee, State of Florida, and more particularly described as follows:

> Beginning at a point on the South line of Section 1, TWP 45 South, Range 24 E, at a point where the West right-of-way line of the Seaboard Air Line Railroad intersects said Section line 162.7 feet, more or less West of the SE corner of said Section; run thence West along the South line of Section 1, TWP 45 South, Range 24 E, to a point 320 feet East of the SW corner of said section; run thence N. 824 feet; thence East 1000 feet; thence North 476 feet; thence East 642 feet; thence North 660 feet; thence West 311 feet; thence North 660 feet; thence West 991 feet; thence North 1320 feet; thence East 1320 feet; thence South 660 feet; thence East 660 feet; thence South 660 feet; thence East 1070 feet; thence North 809 feet; thence East 1400 feet, more or less, to the West right-of-way line of the Seaboard Air Line Railroad; thence Southerly along the West right-of-way line of said Railroad to the point of Beginning.
> ALSO - the N half (N½) of Section 12, TWP 45 S, Range 24 E, less right-of-way of Seaboard Air Line Railroad on East side and paved highway (U.S.#41) on West side.
> All of said lands being in Lee County, Florida, and containing in all 618 acres, more or less.
>
> ALSO - Tracts 4 and 5 of the subdivision in the North half (N½) of Southwest Quarter (SW¼) of Section 1, TWP 45 S, Range 24 E, as shown on Plat of said subdivision, recorded in Plat Book 3, page 46, of the Public Records of Lee County, Florida, and containing 10 acres, more or less.

which Lease, as modified, would otherwise continue in full force and effect until six (6) months from the date of the termination of the unlimited emergency as declared by the President of the United States on May 22, 1941, Proclamation 2487 or June 30, 1947, whichever shall occur first, subject to the provisions thereof.

The party of the second part does hereby release the party of the first part from any and all claims which exist or may arise under the provisions of the aforesaid lease, except claims, as to the airport property, which may be submitted under Section 17 of the Federal Airport Act.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that transfer of the property transferred by this instrument is accepted subject to the following restrictions set forth in sub-paragraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders, provided that said reservations and restrictions shall not apply to that portion of the leasehold south of Danley Road as shown on the map marked Exhibit "A", attached hereto and made a part hereof.

(1) That all of the property transferred hereby, including the premises hereinabove expressly described, the leased premises and structures, buildings and improvements on all the above mentioned premises, hereafter in this instrument called the "airport", shall be used for public airport purposes, and only for such purposes, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used herein, "public airport purposes" shall be deemed to exclude use of the structures conveyed hereby, or any portion thereof, for manufacturing or industrial purposes. However, until, in the opinion of Civil Aeronautics Administration or its successor Government agency, it is needed for public airport purposes, any particular structure transferred hereby may be utilized for non-manufacturing or non-industrial purposes in such manner as the party of the second part deems advisable, provided that such use does not interfere with operation of the remainder of the airport as a public airport.

(2) That the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment of the airport shall be maintained at all times in good and serviceable condition to assure its efficient operation; provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administration or its successor Government agency. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises, which have out-

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

lived their use as airport property in the opinion of the Civil Aeronautics Administration or its successor Government agency.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions as set forth in sub-paragraphs (1) to (6) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and order, provided that said reservations and restrictions shall not apply to that portion of the airport south of Danley Road as shown on Exhibit "A" attached hereto.

(1) That insofar as is within its power and reasonably possible, the party of the second part and all subsequent transferees shall prevent any use of land either within or outside the boundaries of the airport, including the construction, erection, alteration or growth of any structure or other object thereon, which use would be a hazard to the landing, taking-off, or manouvering of aircraft at the airport, or otherwise limit its usefulness as an airport.

(2) That the building areas and non-aviation facilities, as such terms are defined in WAA Regulation 16, dated June 26, 1946, of or on the airport shall be used, altered, modified or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities, as defined in WAA regulation 16, as amended.

(3) That itinerant aircraft owned by the United States of America (hereinafter sometimes referred to as the "Government"), or operated by any of its employees or agents on Government business shall at all times have the right to use the airport in common with others; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict Government use to less than twenty-five (25) per centum of capacity of the landing area of the airport. Government use of the airport by virtue of the provisions of this sub-paragraph shall be without charge of any nature other than payment for damage caused by such itinerant aircraft

(4) That during the existence of any emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right without charge, except as indicated below, to the full, unrestricted possession, control and use of the landing area, building areas, and airport facilities as such terms are defined in WAA Regulation 16, dated June 26, 1946, or any part thereof, including any additions or improvements thereto made subsequent to the declaration of any part of the airport as surplus; Provided, however, that the

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Government shall be responsible during the period of such use for the entire cost of maintaining all such areas, facilities and improvements, or the portions used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal Aid.

(5) That no exclusive right for the use of any landing area or air navigation facilities, as such terms are defined, in WAA Regulation 16, dated June 26, 1946, included in or on the airport shall be granted or exercised.

(6) That the property transferred hereby may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

By the acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That upon a breach of any of the aforesaid reservations or restrictions by the party of the second part, or any subsequent transferee, whether cuased by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part upon demand made in writing by the War Assets Administration, or its successor Government agency at least sixty (60) days prior to the date fixed for the revesting of such title, right of possession and other rights transferred, or any portion thereof: Provided, that as to installations or structures which have been added to the premises without Federal aid, the Government shall have the option to acquire title to or use of the same at the then fair market value of the rights therein to be acquired by the Government. Provided that said reverter shall not apply to that said portion of the airport lying South of Danley Road.

(2) That if the construction as convenants of any of the foregoing reservations and restrictions recited herein as convenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances thereunto belonging or in any wise appertaining and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or equity, except the property and rights excepted and reserved above, and under and subject to the aforesaid reservations, restrictions and conditions, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part, the United States of America, acting by and through the War Assets Administrator, has caused these presents to be executed in its name and on its behalf by Lyle T. Pritchard, Deputy Regional Director, Office of Real Property Disposal, War Assets Administration, and the party of the second part, the County of Lee, has caused these presents to be executed in its name and on its behalf by the Chairman of its Board of County Commissioners and its Seal to be hereunto affixed, all of the 4 day of ~~April~~ June 1947.

UNITED STATES OF AMERICA
Acting by and through
War Assets Administration

By: Lyle T Pritchard (SEAL)
Deputy Regional Director for
Real Property Disposal
War Assets Administration

WITNESS:
Earl Wisdell
Caryl Anne Counce

COUNTY OF LEE
Acting by and through its
Board of County Commissioners

By: _____
Chairman

Attest: D J Barrabee (SEAL)
Secretary

W. Glenn Gibson

BOARD OF COUNTY COMMISSIONERS LEE COUNTY FLORIDA

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

I hereby Certify that on the 5th day of June, 1947, personally appeared LYLE T. PRITCHARD, to me well known as the person described in and who executed the foregoing instrument on behalf of the United States of America, and acknowledged that he, LYLE T. PRITCHARD, being thereunto duly authorized, as Deputy Regional Director for Real Property Disposal, War Assets Administration, executed the same for the purposes therein expressed as the free act and dead of the United States of America, the War Assets Administration and the War Assets Administrator, and that the said instrument is their free act and deed.

IN WITNESS WHEREOF I have hereunto affixed my hand and official Seal at Jacksonville, Florida, this 5th day of June, 1947.

Earl W. Acer
Notary Public

(SEAL)

My commission expires:

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

I HEREBY CERTIFY that on the 4th day of June, 1947, personally appeared Hiram Stringfellow and D. I. Forehee to me well known as the persons described in, and who executed, the foregoing instrument on behalf of the County of Lee, and acknowledged that they Hiram Stringfellow and D. I. Forehee, as Chairman and Clerk of the Board of County Commissioners respectively, executed the same for the purposes thereinexpressed as the free act and deed of said County, and D. I. Forehee acknowledged that in his capacity as said Clerk he affixed thereto the official Seal of said County, and both of said persons acknowledged that said instrument is the act and dead of said County.

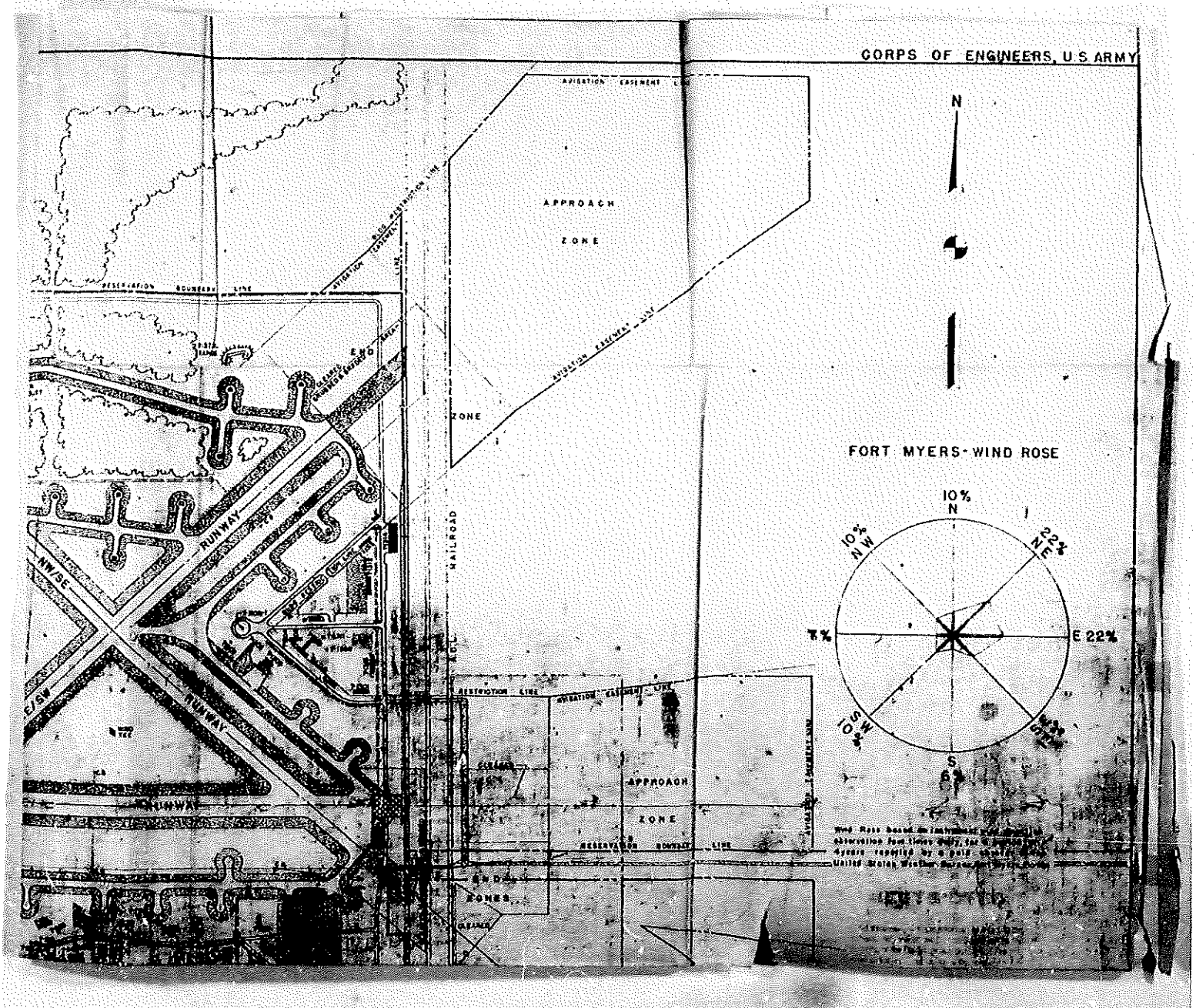
IN WITNESS WHEREOF I have hereunto affixed my hand and official seal at Fort Myers, Fla., this 4th day of June, 1947.

Dan Hooper
Notary Public

(SEAL)

My commission expires: Dec. 14, 1947

MISC BK 25



PAGE 269

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

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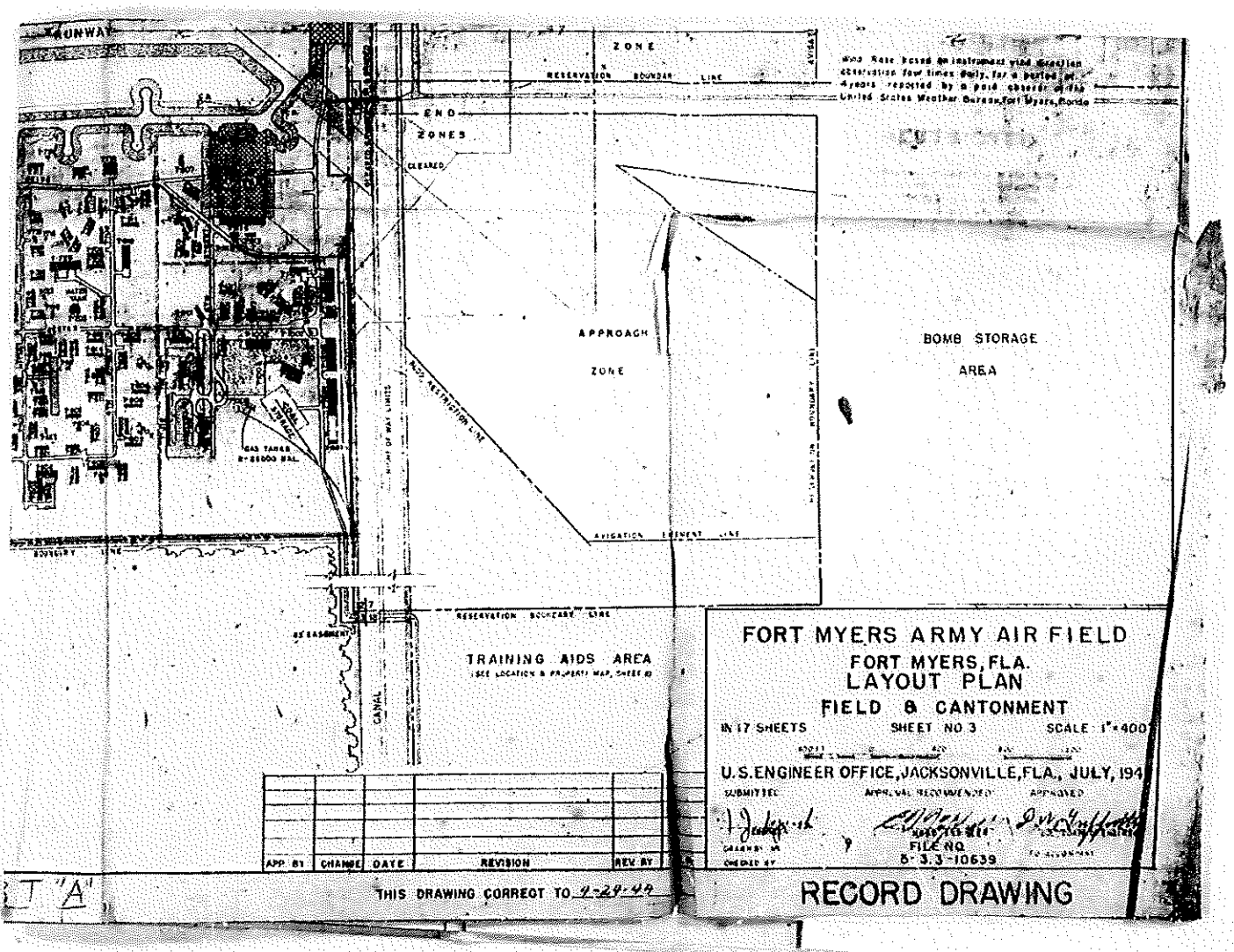

PAGE 269

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

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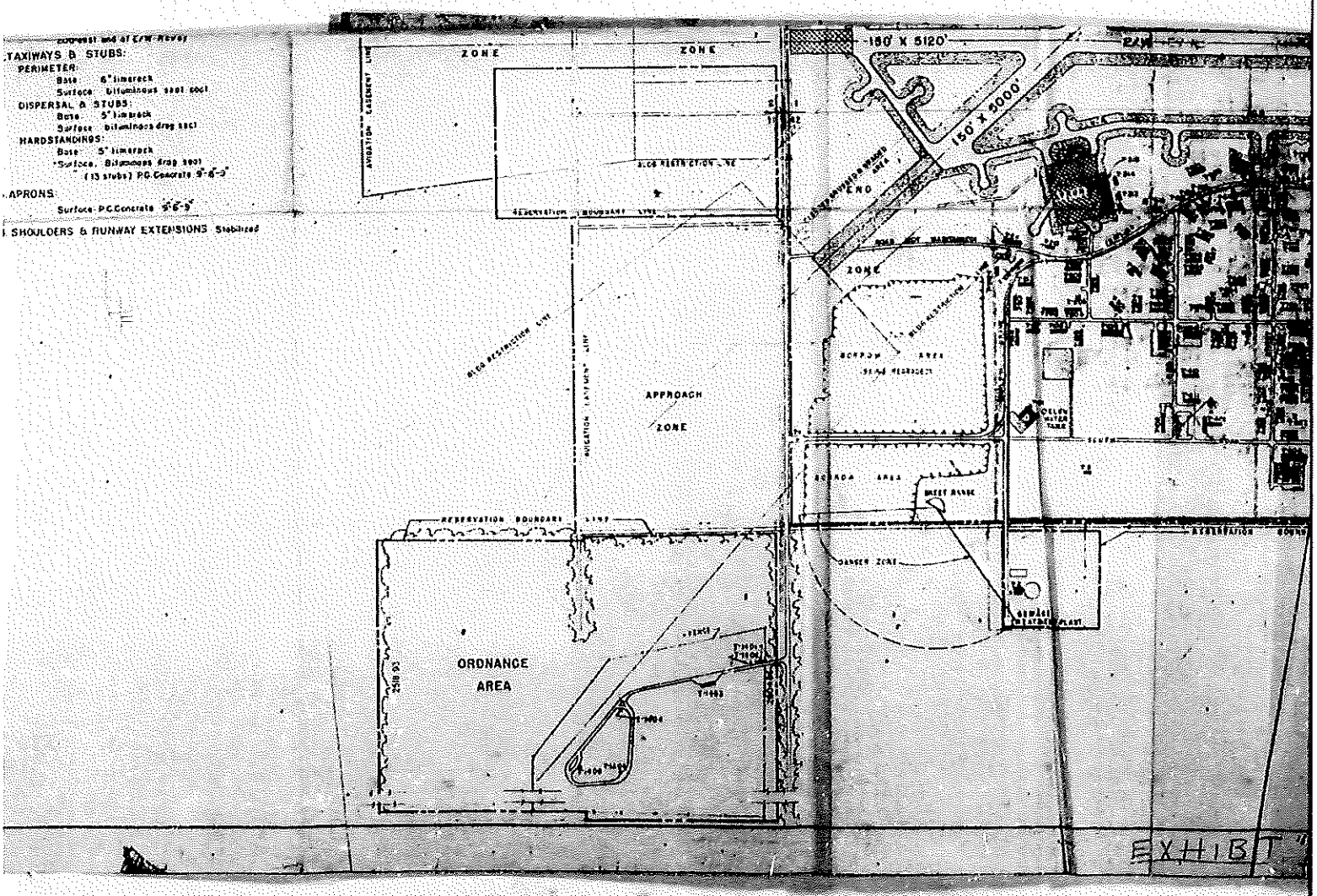

PAGE 269

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

PREPARER:
Lee County Port Authority
16000 Chamberlin Parkway SE
Fort Myers, FL 33913
(941)-786-1000

37.50

DEED OF RELEASE 3933801

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the Airport Owner, WITNESSETH:

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: HELEN CARROLL, D.C. •

OR BOOK 2666 PG 1578

WHEREAS, the United States of America, acting by and through the War Assets Administrator, under and pursuant to authority contained in the provisions of Executive order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, (58 Stat. 765), as amended, and applicable rules, regulations, and orders by instruments of transfer entitled "Quitclaim Deed" dated June 4, 1947, did remise, release and forever quitclaim to County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, Florida, its successors and assigns, all rights, title and interest in and to that certain property located and situated in Lee County, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Lee County, Florida, Miscellaneous Deed Book No. 25, Page 260, reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner, through the Lee County Port Authority, has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700), as amended; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700) is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to covey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

11/13/95 C13a

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by Lee County in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

(1) That the Airport Owner reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Page Field.

(2) That the Airport Owner expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(3) That the Airport Owner expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Page Field or interfere with air navigation and or communication facilities serving Page Field, or otherwise constitute an airport hazard.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the Airport Owner dated June 4, 1947, which real property is described on the attached Exhibit A as Parcel A and Parcel 7-1.

This release is for the specific purpose of permitting the Airport Owner to obtain clear title to the above described property for construction of roadways and their associated right-of-ways.

By its acceptance of this Deed of Release the Airport Owner also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the property described in the attached Exhibit A.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 25th day of October, 1995.

OR 9 88 PG 1579

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By Charles E. Blair
Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

OR2688 PG1580

STATE OF FLORIDA)
)ss
COUNTY OF ORANGE)

On this 25th day of October, 1995 before me a Notary Public in and for the County of Orange, State of Florida, personally appeared Charles E. Blair, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

ALLA LEE L. BLANEY
My Comm Exp. 1/27/99
Bonded By Service Ins
No. CC415327
Personally Known [ ] Other I.D.

WITNESS my hand and official seal.

Alla Lee L. Blaney
Notary Public in and for said County and State

(SEAL)

My commission expires January 27, 1999

Accepted:

BOARD OF COUNTY COMMISSIONERS,
LEE COUNTY, FLORIDA, AIRPORT OWNER
By: _____
Chairman or Vice Chairman

Attest:
Charlie Green, Ex-Officio Clerk
By: Dora L. Pierce
Deputy Clerk

Date: November 13, 1995

Approved As To Form:
LEE COUNTY ATTORNEY'S OFFICE

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

EXHIBIT A

HMA PROJECT #94.43
JULY 19, 1995
REF.DWG. #B-1736
PAGE 1 OF 2

OR2688 PG1581

DESCRIPTION OF
PROPOSED RIGHT-OF-WAY TAKE
PARCEL 7-1

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTIONS 1 AND 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, THE SAME BEING THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S. 00°31'15" W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 65.85 FEET; THENCE RUN S. 89°28'45" E., PERPENDICULAR TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N. 32°55'27" E. FOR A DISTANCE OF 70.57 FEET; THENCE RUN N. 72°31'00" E. FOR A DISTANCE OF 224.29 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1208.92 FEET, THROUGH A CENTRAL ANGLE OF 17°54'26", SUBTENDED BY A CHORD OF 376.30 FEET AT A BEARING OF N. 63°33'47" E., FOR A DISTANCE OF 377.83 FEET TO THE END OF SAID CURVE; THENCE RUN N. 50°29'49" E. FOR A DISTANCE OF 103.19 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N. 40°17'12" W. A DISTANCE OF 1205.92 FEET THEREFROM; THENCE RUN NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1205.92 FEET, THROUGH A CENTRAL ANGLE OF 62°03'57", SUBTENDED BY A CHORD OF 1243.37 FEET AT A BEARING OF N. 18°40'50" E., FOR A DISTANCE OF 1306.31 FEET TO A POINT OF TANGENCY; THENCE RUN N. 12°21'09" W. FOR A DISTANCE OF 1182.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 894.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1200.68 FEET AT A BEARING OF N. 29°46'41" E., FOR A DISTANCE OF 1316.12 FEET TO A POINT OF TANGENCY; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 21.85 FEET; THENCE RUN N. 85°24'16" E. FOR A DISTANCE OF 51.42 FEET; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 153.11 FEET; THENCE RUN S. 80°26'03" E. FOR A DISTANCE OF 63.55 FEET; THENCE RUN S. 48°05'28" E. FOR A DISTANCE OF 71.91 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 91°30'15", SUBTENDED BY A CHORD OF 303.72 FEET AT A BEARING OF N. 86°09'31" E., FOR A DISTANCE OF 338.57 FEET TO A POINT OF TANGENCY; THENCE RUN N. 40°24'32" E. FOR A DISTANCE OF 149.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 278.00 FEET, THROUGH A CENTRAL ANGLE OF 49°22'43", SUBTENDED BY A CHORD OF 232.24 FEET AT A BEARING OF N. 65°05'53" E., FOR A DISTANCE OF 239.59 FEET TO A POINT OF TANGENCY; THENCE RUN N. 89°47'14" E. FOR A DISTANCE OF 219.38 FEET; THENCE RUN N. 00°18'07" W. FOR A DISTANCE OF 19.83 FEET TO A POINT 20.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1, THE SAME BEING A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN DEED BOOK 143 OF PAGE 576 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S. 89°06'35" W., PARALLEL WITH THE NORTH LINE OF THE

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
8/21/23, 3:44 PM Landmark Web Official Records Search

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OR2688 PG1582

SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1 AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN SAID DEED BOOK 143 AT PAGE 576, FOR A DISTANCE OF 1193.27 FEET; THENCE RUN S. 42°46'42" E. FOR A DISTANCE OF 119.45 FEET; THENCE RUN S. 71°54'32" W. FOR A DISTANCE OF 94.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1017.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1365.70 FEET AT A BEARING OF S. 29°46'41" W., FOR A DISTANCE OF 1497.00 FEET TO A POINT OF TANGENCY; THENCE RUN S. 12°21'09" E. FOR A DISTANCE OF 1182.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1082.92 FEET, THROUGH A CENTRAL ANGLE OF 61°48'25", SUBTENDED BY A CHORD OF 1112.35 FEET AT A BEARING OF S. 18°33'04" W., FOR A DISTANCE OF 1168.18 FEET TO THE END OF SAID CURVE; THENCE RUN S. 53°48'02" W. FOR A DISTANCE OF 97.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 35°22'00" W. A DISTANCE OF 1079.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1079.92 FEET, THROUGH A CENTRAL ANGLE OF 14°32'14", SUBTENDED BY A CHORD OF 273.26 FEET AT A BEARING OF S. 61°54'07" W., FOR A DISTANCE OF 274.00 FEET TO THE END OF SAID CURVE; THENCE RUN S. 85°05'50" W. FOR A DISTANCE OF 47.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 18°23'28" W. A DISTANCE OF 1067.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1067.92 FEET, THROUGH A CENTRAL ANGLE OF 00°54'28", SUBTENDED BY A CHORD OF 16.92 FEET AT A BEARING OF S. 72°03'46" W., FOR A DISTANCE OF 16.92 FEET TO A POINT OF TANGENCY; THENCE RUN S. 72°31'00" W. FOR A DISTANCE OF 150.58 FEET; THENCE RUN N. 45°59'18" W. FOR A DISTANCE OF 81.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE RUN S. 00°06'55" E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 201.94 FEET; THENCE RUN S. 00°31'15" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 66.03 FEET TO THE POINT OF BEGINNING, CONTAINING 17.234 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

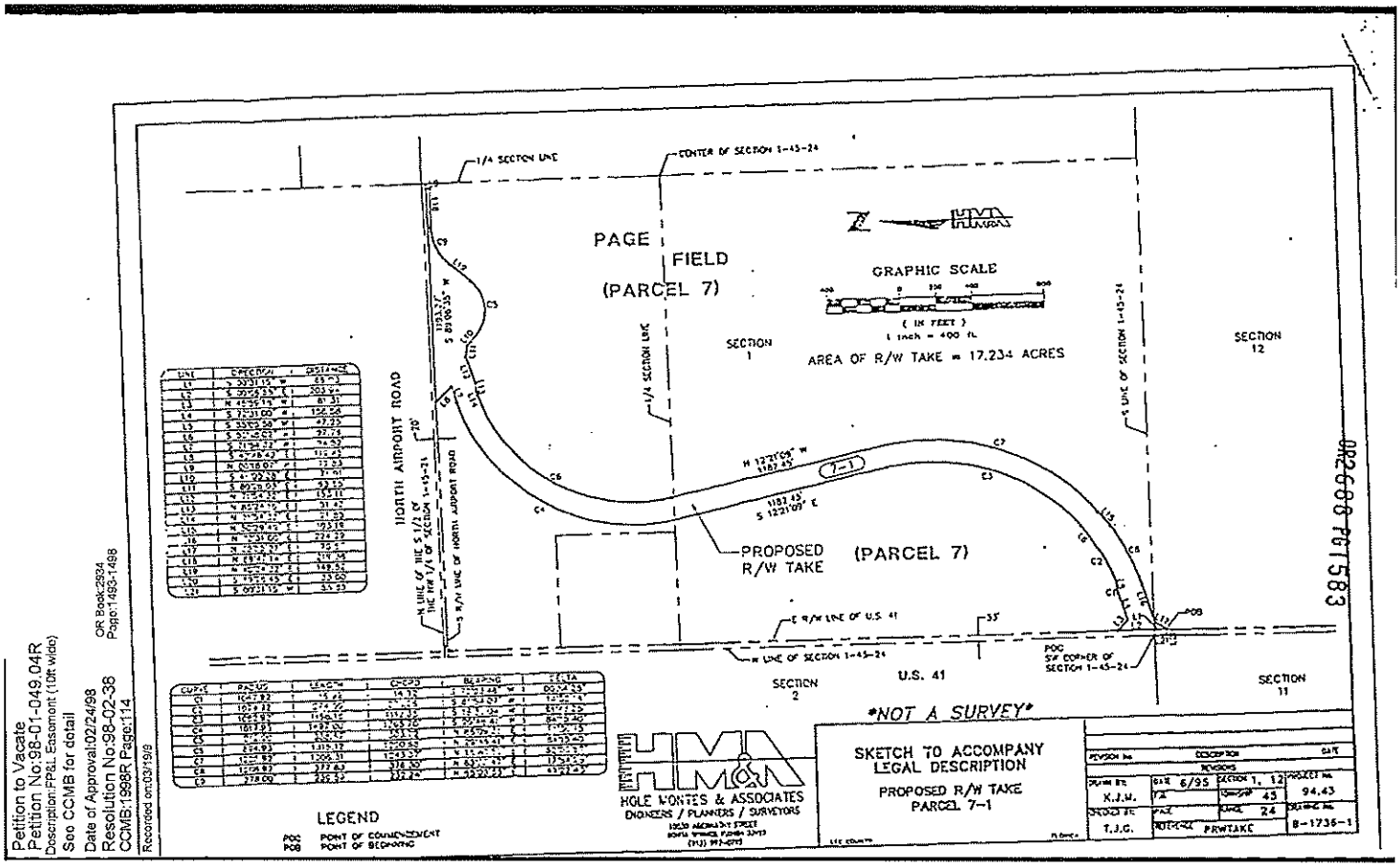
BEARINGS REFER TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S. 00°06'55" E.

HOLE, MONTES & ASSOCIATES, INC.

BY _____ P.L.S. #3741
THOMAS J. GARRIS STATE OF FLORIDA

10550 Abernathy Street / Bonita Springs, Florida 33923 / (813) 992-0705 / FAX (813) 992-2327

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 5/8


PAGE FIELD
(PARCEL 7)
GRAPHIC SCALE
(IN FEET)
1 inch = 400 ft.
AREA OF R/W TAKE = 17.234 ACRES
SECTION 1
SECTION 12
SECTION 2
SECTION 11
NORTH AIRPORT ROAD
PROPOSED R/W TAKE (PARCEL 7)
7-1
U.S. 41
POC SW CORNER OF SECTION 1-45-24
POB
LEGEND
POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING
HOLE MONTES & ASSOCIATES
ENGINEERS / PLANNERS / SURVEYORS
NOT A SURVEY
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED R/W TAKE
PARCEL 7-1
K.J.W.
T.J.G.
6/95
PRWTAKE
8-1736-1
Petition to Vacate
Petition No:98-01-049.04R
Description:FP&L Easement (10ft wide)
See CCMB for detail
Date of Approval:02/24/98
Resolution No:98-02-38
CCMB:1998R Page:114
Recorded on:03/19/9
OR Book:2934 Page:1493-1498
OR2000 PG1583

(PARCEL A)

DESCRIPTION
OF

OR2688 PG1584

A tract or parcel of land lying in and being a part of Lee County Airport (Page Field) bounded on the south by Lot 1, Block U, on the west by the east right of way line of Sixth Street, on the north by the easterly prolongation of the north right of way line of Danley Drive, all of which are shown on the Plat of Page Park, a Subdivision recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, and on the east by a parcel recorded in Official Record Book 990 at Pages 290 and 291 Public Records of Lee County, Florida, Section 12, Township 45 South, Range 24 East being more particularly described as follows:

Commencing at the northeast corner of Lot. 1, Block U at the northeast corner of Page Park Subdivision as recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, said northeast corner being the point of beginning of the tract or parcel described herein; thence N89°04'46"W (N89°04'20"W-Plat) along the north line of said Lot 1, Block U for 137.20 feet (137.16 feet-Plat) to the northwest corner of said Lot 1 and the east right of way line of Sixth Street (65 feet in width); thence N00°28'27"W (N00°28'01"W-Plat) for 79.94 feet (80.01 feet-Plat) to the north right of way line of Danley Drive; thence S89°04'46"E (S89°04'20"E-Plat) along the easterly prolongation of the north right of way line of Danley Drive for 137.20 feet to the westerly line of the former S.A.L. Railroad right of way as recorded in Official Record Book 990 at Pages 290 and 291, Public Records of Lee County, Florida, thence S00°28'38"E along said right of way line for 79.94 feet to the northeast corner of said Lot 1, Block U of aforesaid Page Park Subdivision and the point of beginning, containing 10,964.72 square feet (0.2517 acres) more or less.

Bearings mentioned hereinabove are based on The Florida Coordinate System, West Zone (NAD 83) 1990 Adjustment with the north line of the northeast quarter (NE 1/4) of Section 12, Township 45 south, 24 east as bearing N89°46'15"E.

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987

(dottpce/14725)

OR2688 PG1585

SKETCH IS TO ACCOMPANY A LEGAL DESCRIPTION

SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

DATE: 4/95

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987

	BEARING	DISTANCE
A	N00°28'27"W(C) N00°28'01"W(P)	79.94'(C) 80.01'(P)
B	S00°28'38"E	79.94'
C	N00°28'38"W	79.94'
D	S00°42'35"E	79.95'
E	N89°04'46"W N89°04'20"W(P)	117.76'
F	S00°54'02"E S00°18'49"E(D)	75.00'
G	N00°49'37"W	75.00'

N89°46'15"E-2679.65'
1/4 COR. CALC. FROM DENI SURVEY OF PAGE FIELD
SECTION LINE
CHARLIE GREEN LEE CO FL
96 MAR 25 AM 9:20
LEE COUNTY AIRPORT (PAGE FIELD) D.B. 143, P. 577 D.B. 146, P. 591
65.0'
DANLEY DR.
Exist. R/W
SIXTH ST.
Exist. R/W
65.0'
S89°04'46"E(M) S89°04'20"E(P) 418.26'(M)
S89°04'46"E(M) S89°04'20"E(P) 137.20'(C)
A
PARCEL A
B
PARCEL B
D
117.63'
S89°04'46"E(M) S89°04'20"E(P) 117.43'
231.36'(D)
S00°28'38"E-993.17'(C)
ZEMEL, H.& S.B. & ROMANOFF, FREDA
FORMER S.A.L. R.R. R/W O.R. 990, P. 290-291
S00°42'35"E-991.31'(C)
113.60'
77.6'(C) 78.0'(R)
SEC. COR IN CANAL (NOT FND.)
SEC. 12-45-24
SECTION LINE
S00°47'01"E-2640.17'(C)
S00°47'01"E(C) S00°11'53"E(D) 990.06'(C), 991.12'(D)
P.O.C. PARCEL C
89.1'(JEI) 90.0'(R)
131.22'
41.22'
SEC. 07-45-25
S00°49'37"E R/W
S00°54'02"E-989.60'
65.0'
N88°49'54"E-2659.58'(C)
SECTION LINE
1/4 SEC. COR.
PAGE PARK SUBD. P.B. 8, P.92-97
124.20'(P) 124.32'(C)
1/4 SECTION LINE
81.0'
I.O.D. CANAL "A" TEN MILE CANAL
24.29'
78.69'
N88°51'11"(C) 90.75'(C)
1/4 COR. IN CANAL (NOT FND.)
92.0'
44.61'
65.0'
N88°51'11"E(C) N89°22'01"E(D) 198.24'(C), 199.33'(D)
S88°51'11"W 107.59'
N88°51'11"E 107.49'
PARCEL C
A.C.L. R.R. CO. D.B. 71, P. 212
S00°54'02"E R/W
P.O.B. PARCEL C
S88°51'11"W-449.92'(C) 450.00'(P)
METRO PLACE COMMERCIAL CONDO O.R. 1762, P. 11
12.5' DRAINAGE & UTILITY EASEMENT
I.R. 0.5-N
Exist. R/W
75.0'
LEE COUNTY O.R. 2545, P. 237
SEITZ, ALLEN V., TR. O.R. 1795, P. 768
O.R. 1005, P. 79
50.0'
50.0'
METRO PKWY.
Exist. R/W

LEGEND

I.R.	Iron Rod
N.& C.	Nail & Cap
C.M.	Concrete Monument
(C)	Calculated Bearing or Distance
(D)	Deed Bearing or Distance
(M)	Measured Angle or Distance
(P)	Plat Bearing or Distance
(JEI)	Johnson Engineering Inc.
Dr.	Drive
Fnd.	Found

SKETCH TO ACCOMPANY
A PARCEL OR TRACT OF LAND
LYING IN SECTION 12, TOWNSHIP 45 S., RANGE 24 E., LEE COUNTY, FLORIDA

LEE COUNTY DEPARTMENT OF TRANSPORTATION

Designed by: A.W.P.	Date: 4/95	Disk: 95001
Drawn by: L.L.C.	Date: 4/95	Scale: 1"=100'
Chk'd: A.W.P.	Date: 4/95	41092701.DWG

SHEET NO. 1 of 1

P/B 8, PAGE 92

11-3-1947

TERMINATION OF THOROUGHFARE AFFIDAVIT INSTR#2017000139236, RECORDED 6/27/2017; DESCRIPTION: THE DEPONENT KNOWS AND VERILY SAYS LEE COUNTY, THROUGH ITS EMPLOYEES AND CONTRACTORS MAINTAINED SOUTH ROAD, BETWEEN U.S. 41(CLEVELAND AVENUE) AND DANLEY DRIVE, UNTIL IT WAS REALIGNED AND RENAMED TO SOUTH AIRPORT ROAD. DEPONENT FURTHER STATES THAT A CERTIFICATE OF COMPLIANCE WAS ISSUED FOR THE SOUTH ROAD REALIGNMENT PROJECT ON SEPTEMBER 23,2015. AFFIRMING COMPLETION OF THE FINAL DEVELOPMENT ORDER NO DOS2012-00017. AS A RESULT OF THE REALIGNMENT OF SOUTH ROAD, THAT PORTION OF THE RIGHT-OF-WAY LOCATED WEST OF DANLEY DRIVE, AS DESCRIBED IN ATTACHED EXHIBIT "A", WAS CLOSED BY THE DEPARTMENT OF TRANSPORTATION AND

PETITION TO VACATE:
VAC2019-00019
DESCRIPTION:PORTION OF THIRD ST BOUNDED BY E LINE OF BLK K TO THE W, THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTH ST TO THE N, W LINE OF BLK L TO THE E & N RIGHT-OF-WAY LINE OF IONA DRAINAGE DISTRICT CANAL L TO THE S LYING IN THE N ½ OF SEC12,TWP45S,RGE24E
PLAT BOOK AND PAGE: 8/92
DATE OF APPROVAL: 02/18/2020 – 9:30 AM PH4
RESOLUTION NO. 20-02-08
INSTRUMENT # 2020000061992

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12,T45S,R 24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September,1947
Sheet 6 of 6 Sheets

(Sheet 5) (Sheet 4) Match Line Sheet No 5

CENTER ROAD — SOUTH ROAD — STREET — FOURTH — FIFTH — SIXTH

Iona D.D. R.O.W. Canal L-6 — Railroad Right-of-Way — Iona Drainage District R.O.W. — S.A.L. R.R. — East Boundary of Subdivision — SECTION 12 — SECTION 7 — R 24 E — R 25 E

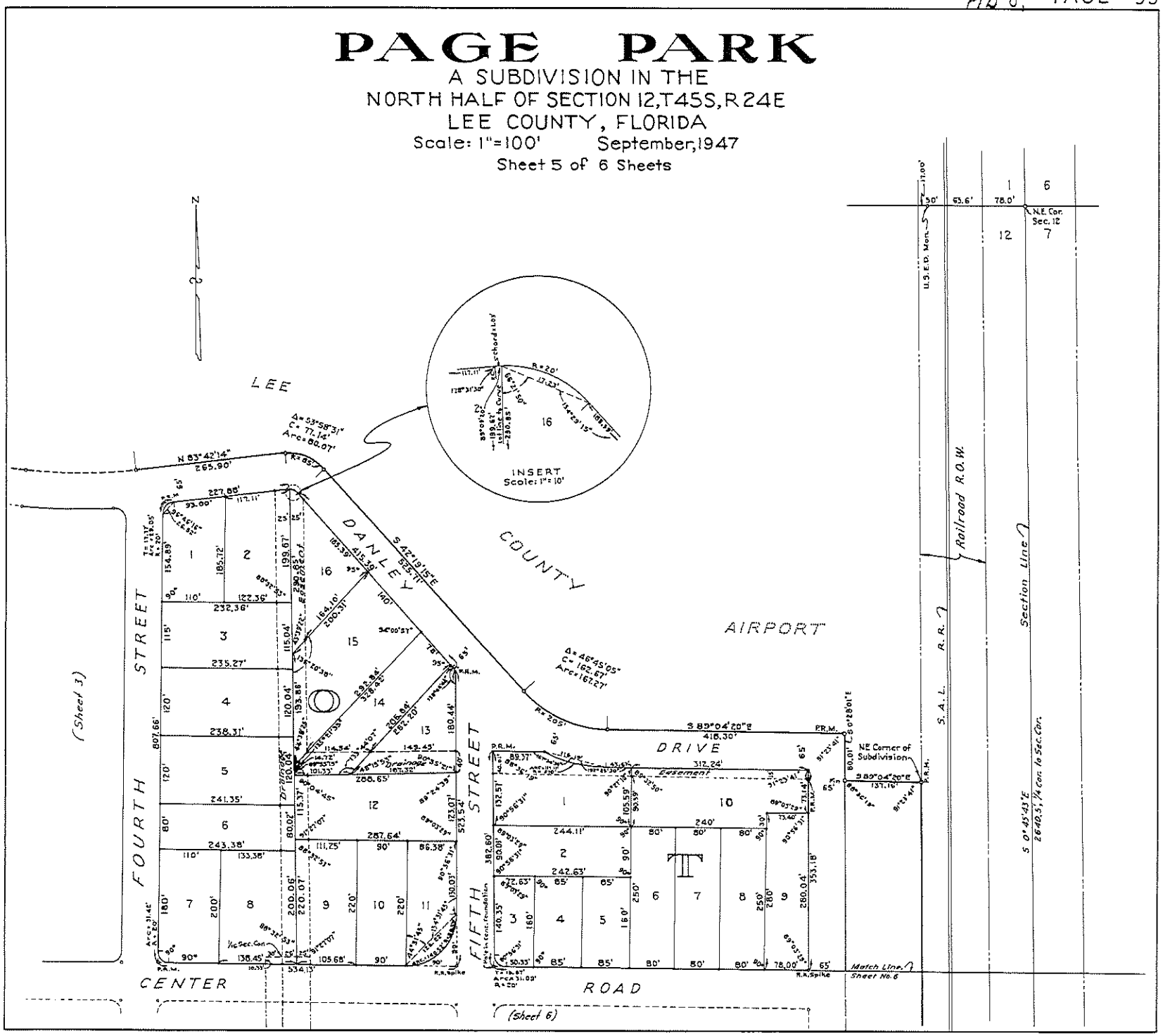
Canal L — I.D.D. R.O.W. Not Included in this Drainage R.O.W. Plat (County)

UNPLATTED
Petition to Vacate
Description:Vacation of portion of 5th St
CCMB:13 Page:271
Date of Approval:1/23/57

DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 5 of 6 Sheets

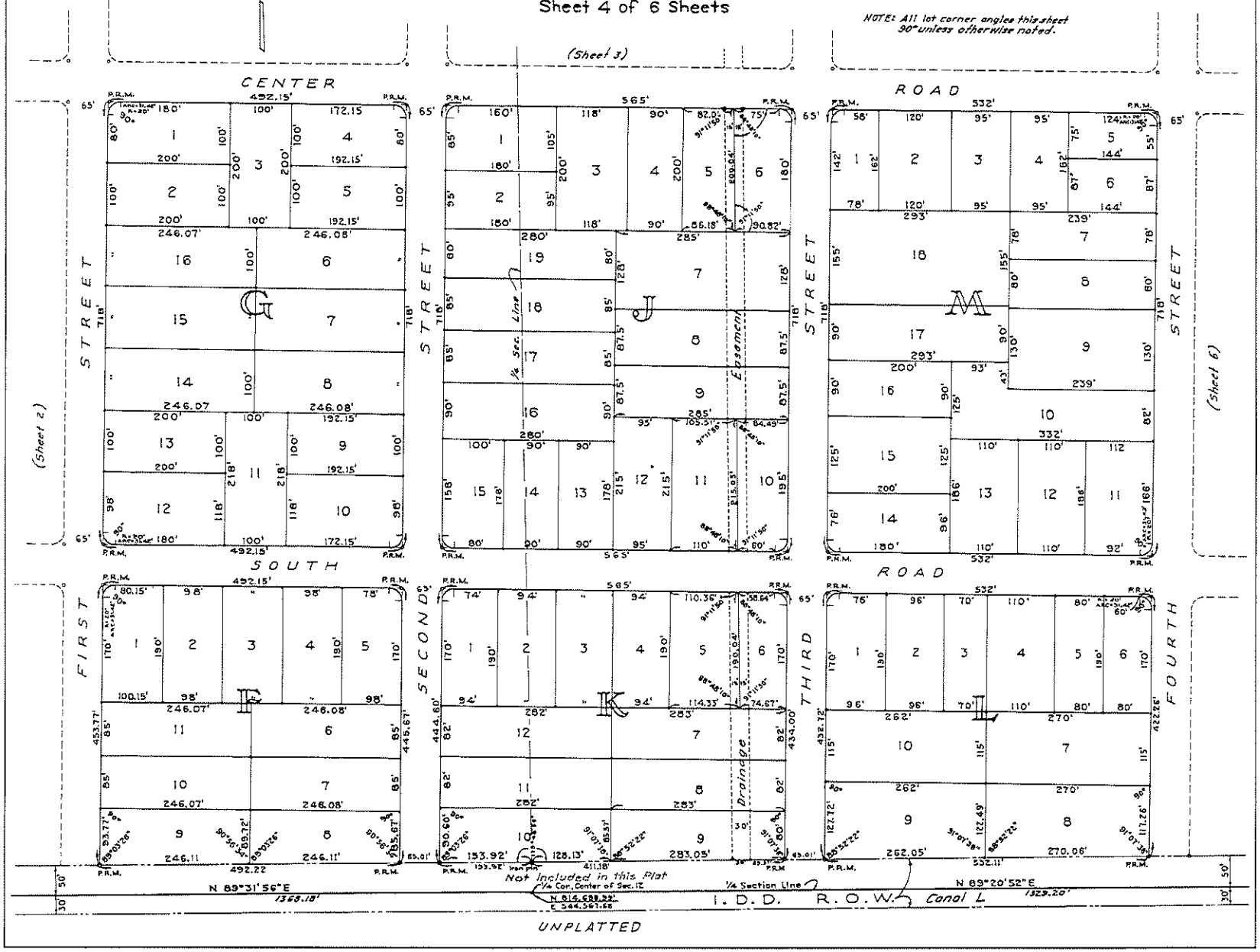


DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R 24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 4 of 6 Sheets

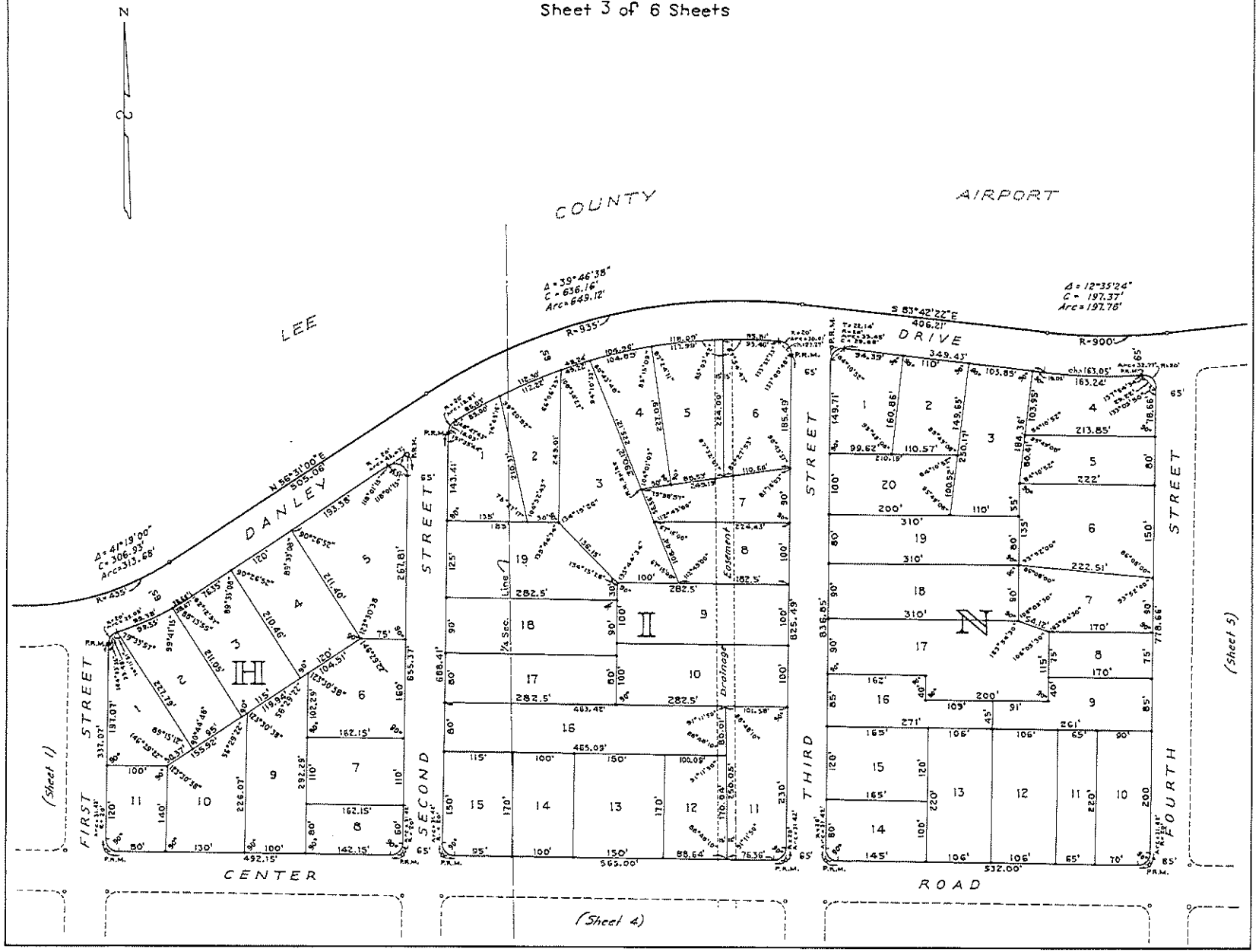
NOTE: All lot corner angles this sheet 90° unless otherwise noted.



DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 3 of 6 Sheets



DCI2023-00018 Lee County ePlan
Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 2 of 6 Sheets



DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

PAGE PARK

A SUBDIVISION IN THE
NORTH HALF OF SECTION 12, T45S, R24E
LEE COUNTY, FLORIDA
Scale: 1"=100' September, 1947
Sheet 1 of 6 Sheets

DESCRIPTION

Beginning at the Quarter Section Corner on the West line of Section 12, T45S, R24E (Coordinates N 814,666.65; E 541,831.42) run N 0°30'13"E along the West line of said Section for 602.08'; thence S 89°31'30"E for 274.97'; thence N 40°47'38"E for 709.43'; thence N 47°47'38"E parallel to and 750' at right angle from the Center Line of the NE/SW Runway of the Lee County Airport, for 1029.55', thence S 78°41'52"E for 207.41'; thence S 82°10'00"E for 132.78'; thence Southeasterly to Northeasterly along an arc of a curve to the left, of radius 435' and Central Angle 41°19'00", for 313.68'; thence N 56°31'00"E for 505.06'; thence Northeasterly to Southeasterly along an arc of a curve to the right, of radius 935' and Central angle of 39°48'58" for 649.12'; thence S 83°42'22"E for 406.21'; thence Southeasterly to Northeasterly along an arc of a curve to the left, of radius 900' and Central Angle of 12°35'24", for 197.76'; thence N 85°42'14"E for 265.90'; thence Northeasterly to Southeasterly along an arc of a curve to the right, of radius 65' and Central Angle of 53°58'31" for 80.07'; thence S 42°19'15"E for 529.71'; thence Southeasterly along an arc of curve to the left, of radius 205' and Central Angle of 46°45'05" for 167.27'; thence S 89°04'20"E for 418.30'; thence S 0°28'01"E for 80.01'; thence S 89°04'20"E for 137.16' more or less to the West Right of Way line of the Seaboard Air Line Railroad; thence S 0°28'01"E along said Right of Way for 1628.65' more or less to a point on the east and west quarter section line of Section 12 (Coordinates N 814,716.84, E 547,020.72); thence S 89°20'52"W for 2453.20' to the quarter corner in the center of Sec. 12 (Coordinates N 814,688.99; E 544,567.68); thence S 89°31'56"W for 2736.36' more or less, to the point of beginning; subject to the existing Right-of-Way by usage of State Road No. 45 (Tamiami Trail) over the westerly 33' thereof and the easement Rights-of-Way of the lona D.D. over the southerly 50' and easterly 30' of the SW¼ of the NW¼, the southerly 50' and westerly 50' of the SE¼ of the NW¼, the southerly 50' and easterly 30' of the SW¼ of the NE¼, and the westerly 50' of the SE¼ of the NE¼. The parcel hereinabove described contains 296.38 acres more or less, and all bearings and coordinates referred to in its description are for the Florida Mercator (West Zone) Coordinate System with central meridian of Long. 82°00'00", as established in Section 12 by the U.S. Engineer Department.

NOTES

P.R.M. Indicates 4"x4"x24" Concrete Monument Permanent Reference Mark set.

Indicates 5/8" round by 24" long reinforcing steel pin set.
On curved lot lines both chord and arc lengths are shown with angles to chords.

DEDICATION

LEE COUNTY, a County under the laws of Florida, the owner of the hereon described lands has caused this plat of PAGE PARK to be made and does hereby dedicate to the perpetual use of the Public all streets, drives and/or roads shown hereon, provided that such streets drives and/or roads shall revert to Lee County, its successors and assigns in event such streets, drives and/or roads are vacated, abandoned or otherwise cease to be used as Public thouroughfares or are discontinued by law; and further, Lee County reserves for itself, its successors and assigns the rights of way upon, under and over that portion of each lot platted that is within five (5) feet of the center line of any water supply main, sanitary or storm sewer main constructed prior to January 1, 1947 for the operation, maintenance, reconstruction and/or removal of said mains; and further, Lee County reserves for itself, its successors and assigns the rights of way upon, under and over such portion of each lot platted as is within the areas designated "Drainage Easement" or "lona D.D. R.O.W." for the operation, maintenance and/or construction of drainage facilities.

IN WITNESS WHEREOF, Lee County has caused this dedication to be signed in its name and its seal affixed by its duly authorized officers, by and with the authority of its Board of Commissioners upon this 22nd day of October A.D. 1947.

LEE COUNTY, FLORIDA
by
D. J. Farabee
Clerk
Chairman, Board of Commissioners

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this 22nd day of October A.D. 1947 before me personally appeared H.M. Stringfellow, and D.T. Farabee respectively Chairman and Clerk of the Board of Commissioners of Lee County, a County under the laws of Florida, to me known to be the persons described in and who executed the foregoing dedication and severally acknowledged the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said County and that the said dedication is the act and deed of said County.

WITNESS my hand and official seal at Fort Myers, said County and State, the day and year last aforesaid.

Wm. Wood
Notary Public State of Florida at Large
My Commission expires Dec. 14 1947

APPROVALS

This plat accepted this 22nd day of October, A.D. 1947 in open meeting of the Board of County Commissioners of Lee County, Florida.

Approved:
Chairman
D. J. Farabee
Clerk

I HEREBY CERTIFY that this plat of PAGE PARK has been examined by me and from my examination I find that said plat complies in form with the requirements of Chapter 10275, Laws of Florida, Acts of 1925.

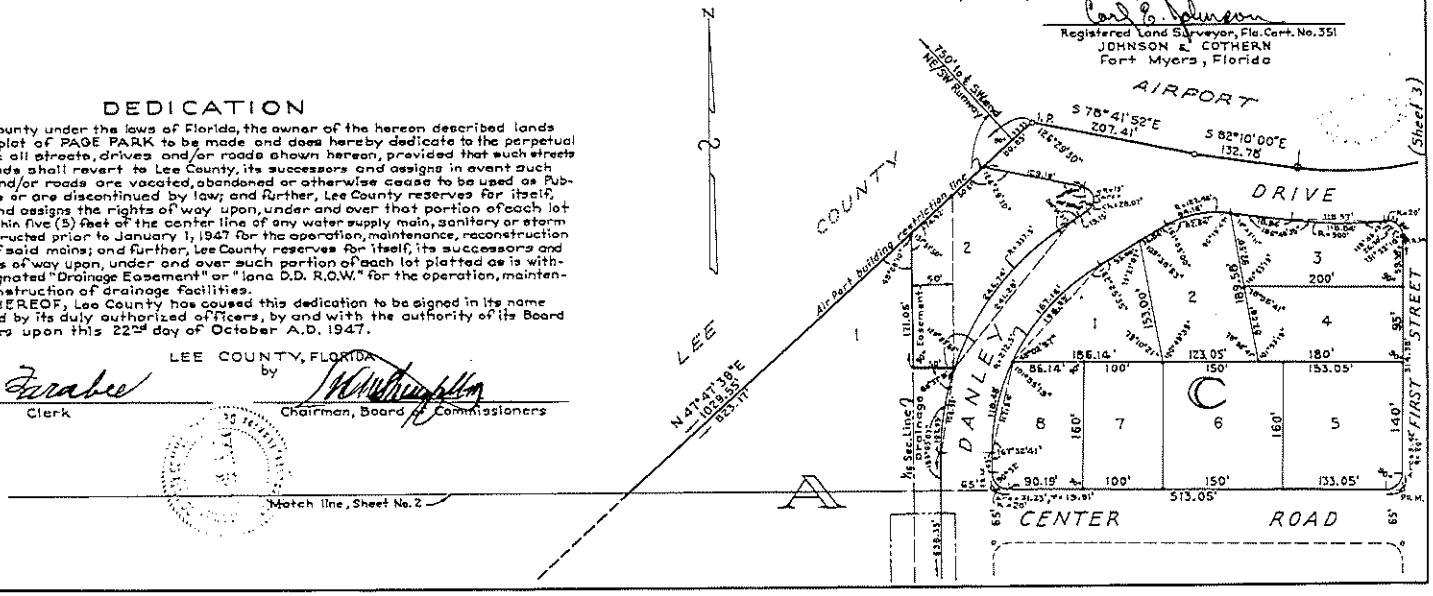
I FURTHER CERTIFY that said plat was filed for record at 8:00 A.M. this 23rd day of November, A.D. 1947 and duly recorded in Plat Book No. 8 on Pages 97 to 99 inclusive, of the Public Records of Lee County, Florida.

11/72/5

D. J. Farabee
Clerk of Circuit Court in and for Lee County, Florida

I hereby certify that this plat of PAGE PARK is true and correct according to a recent survey made and platted under my direction and that Permanent Reference Monuments (P.R.M's) have been set in accordance with the provisions of Sec. 7, Chapter 10275, Laws of Florida, Acts of 1925.

Carl B. Johnson
Registered Land Surveyor, Fla. Cert. No. 351
JOHNSON & COTHERN
Fort Myers, Florida



DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

2944628

LEE COUNTY ORDINANCE NO. 86-14

AN ORDINANCE RELATING TO GARBAGE AND SOLID WASTE COLLECTION WITHIN LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS AND A SPECIAL DISTRICT UNIT TO INCLUDE INCORPORATED AREAS OF THE COUNTY; TO BE KNOWN AS SOLID WASTE AND MANDATORY COLLECTION UNITS FOR SERVICE AREAS; PROVIDING FOR THE PURPOSE OF DISPENSING OF SOLID WASTE AND THE BOUNDARIES; ESTABLISHING A GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION; MANDATING SERVICES AND PAYMENT FOR SAME; LEVING SPECIAL ASSESSMENTS AND COLLECTION: PROHIBITING UNLAWFUL DISPOSAL: PENALTIES, SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

OR2189 PG3281

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

WHEREAS, the Board of County Commissioners of Lee County, Florida finds that there is an inordinate amount of littering of and illegal dumping on the public right-of-way and private lands of Lee County, with garbage and waste generated within the residential and non-residential units of the County, resulting in the necessity for more stringent regulation of Garbage and Solid Waste collection practices within the County; and,

WHEREAS, Lee County has determined that a substantial number of commercial entities and residents in the County do not subscribe to a garbage or trash collection disposal service; and,

WHEREAS, the Courts of the State of Florida have determined that levies of fees for garbage and waste collection similar to those levied herein by Lee County are and can be levied as special assessments; and,

WHEREAS, it has been determined that it is necessary for the Board to exercise its authority under Florida Statute

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

3900

177 80

2944629

LEE COUNTY ORDINANCE NO. 86-38

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 86-14; RELATING TO MANDATORY GARBAGE AND SOLID WASTE COLLECTION IN LEE COUNTY; AMENDING SECTION ONE, RELATING TO CREATION, PURPOSE AND DECLARATION OF BENEFIT; AMENDING SECTION THREE, PARAGRAPH 11, RELATING TO THE DEFINITION OF HAZARDOUS WASTE, AND PARAGRAPH 14, RELATING TO THE DEFINITION OF RESIDENTIAL COLLECTION SERVICE; AMENDING SECTION SIX, RELATING TO VARIANCES OR EXEMPTIONS FROM THE PROVISIONS OF LEE COUNTY ORDINANCE NO. 86-14, PROVIDING FOR A FINANCIAL HARDSHIP COMMITTEE, PROVIDING FOR PROCEDURES FOR APPLICATION FOR FINANCIAL HARDSHIP, PROVIDING FOR REVIEW PROCEDURES, PROVIDING FOR FLORIDA ADMINISTRATIVE CODE RECOMMENDATIONS FOR COMPACTION-TYPE TRUCK SPECIFICATIONS; AMENDING SECTION EIGHT, PARAGRAPH A,. PROVIDING FOR PAYMENTS TO CONTRACTOR/FRANCHISEE BY DESIGNEE OF THE COUNTY; AMENDING SECTION NINE, PARAGRAPH B, PROVIDING FOR A FISCAL YEAR FROM APRIL 1 TO MARCH 31, AMENDING PARAGRAPH'S C, D AND E, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TEN RELATING TO CERTIFICATION OF THE RATE RESOLUTION, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TWELVE RELATING TO SCOPE OF SPECIAL ASSESSMENT, PROVIDING FOR PAYMENT OF THE SPECIAL ASSESSMENT IN QUARTERLY INSTALLMENTS AS WELL AS IN AN ANNUAL PAYMENT, PROVIDING FOR A DISCOUNT FOR ANNUAL PAYMENT, PROVIDING FOR PENALTIES FOR LATE QUARTERLY PAYMENTS, PROVIDING FOR AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE LEE COUNTY TAX COLLECTOR AS THE BOARD DESIGNATED AGENT FOR COLLECTION AND DISBURSEMENT OF SPECIAL ASSESSMENT FUNDS; AMENDING SECTION THIRTEEN, RELATING TO CORRECTIONS OF ERRORS AND OMISSIONS, PROVIDING FOR PETITION TO THE COURTS; AMENDING EXHIBIT A, RELATING TO LEGAL DESCRIPTIONS OF THE FRANCHISE AREAS FOR AREAS NO. 3 and NO. 4, DELETING AREA NO. 7; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

OR2189 PG3334

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida, and;

WHEREAS, the Board of County Commissioners, by Ordinance No. 86-14, created the Mandatory Garbage and Solid Waste Collection Program in Lee County, and;

WHEREAS, in the course of the implementation of Lee County Ordinance 86-14 since its adoption, there have developed numerous administrative matters that require amendments to Ordinance 86-14, and;

INSTR # 2017000152276, Doc Type REL, Pages 7, Recorded 07/14/2017 at 09:31 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $61.00 Deputy Clerk JMILLER

U.S. Department of Transportation
Federal Aviation Administration

Airports District Office
5950 Hazeltine National Drive, Ste. 400
Orlando, Florida 32822

February 24, 2012

Mr. Mark R. Fisher, AAE
Deputy Executive Director—Development
Lee County Port Authority
Southwest Florida International Airport
11000 Terminal Access Road, Ste. 8671
Fort Myers, Florida 33913-8899

Release of Federal Surplus Property Obligations
Page Field; Fort Myers, Florida
South Road Outparcel

Dear Mr. Fisher:

This is in response to your letter dated August 12, 2012, requesting that 1.52 acres of federally obligated land be released from conditions of the Surplus Property Quitclaim Deed dated June 4, 1947. This property was transferred to Lee County under the authority of the Surplus Property Act of 1944.

A release permitting the sale and disposal of real property transferred to the airport owner under the Surplus Property Act or 49 U.S.C. § 47151 is only granted when it is clearly shown such property is no longer needed to directly support an airport purpose or activity and sale of such property will benefit civil aviation by producing an equal or greater benefit to the airport than continued retention of the land. Conversion of a real property asset into another form of asset, such as cash or physical improvements, can better serve the airport. This objective is not met unless an amount equal to the net sale proceeds based on the current fair market value (FMV) of the property is realized as a consequence of the release and such amount is committed to airport purposes.

Under 49 U.S.C. § 47153(c), FAA is required to provide at least a 30-day notice to the public regarding the requested release. The required notice was published in the Federal Register on January 23, 2012.

We have concluded that this property, as legally described in the enclosed Deed of Release, meets the conditions mentioned previously for release. We have also concluded that the release and use of such land for municipal purposes will not interfere with the operation, maintenance or future development of the airport.

C4E
3-12-12

By accepting this release, the Airport Owner agrees to:

1. Deposit, immediately after the sale, the net sale proceeds based on its current FMV or an equivalent amount, into an identifiable interest bearing account currently paying the highest interest rate. The proceeds should remain in this account until utilized in accordance with FAA Order 5190.6B.

2. Expend, within five (5) years of the Deed of Release execution date, the sum of $64,628 for purposes in accordance with FAA Order 5190.6B. It is understood and agreed that this amount will not be eligible as sponsor-matching funds for federally assisted airport development.

3. Maintain accurate records of the above listed expenditures in accordance with accepted business practices, and for three (3) years after the approved project is completed, keep the records open for inspection by the FAA at any time.

4. Ensure that whoever the land is initially and subsequently conveyed to including the airport owner, they and their successors and assigns protect the rights and interests of the public in Page Field and prevent any use of subject property that would constitute an airport hazard, including wildlife hazards.

5. Update the Airport Layout Plan and Exhibit "A" Property Map upon acceptance of the release to reflect the new airport boundaries.

6. Ensure that they and their successors and assigns retain, for the use and benefit of the public, the right of flight for the passage of aircraft in the airspace above the surface of the subject property, the right for existing and future aircraft to generate noise in that airspace, and the right to use the airspace to land on or take off from the airport.

7. Ensure that they and their successors and assigns shall not permit/afford access from the subject property onto Page Field property for aeronautical purposes.

8. Ensure that if the property is used or converted to a non-aeronautical, municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to disposal for municipal use. The proceeds should remain in this account until utilized in accordance with FAA Order 5190.6B.

In consideration of these premises, the FAA agrees to release the Airport Owner from the obligations, terms, and conditions of the existing grant agreements as of the date of this agreement as they may relate to the subject property:

COMMENCING at the southwest corner of said Lot 1, Block "A", Page Park according to the plat thereof as recorded in Plat Book 8, Pages 95 through 97, Public Records of Lee County, Florida; thence along the south line of said Lot 1 S.89°31'55"E. for 397.70 feet to the POINT OF BEGINNING of the Parcel herein described; thence N.74°56'30"E. for 403.73 feet; thence northeasterly 244.69 feet along the arc of a circular curve concave to the northwest, having a radius of 550.00 feet, through a central angle of 25°29'26" and being subtended by a chord which bears N.62°11'47"E. for 242.68 feet to a point on said curve;

thence S.45°45'53"E. for 45.31 feet; thence southeasterly 121.08 feet along the arc of a circular curve concave to the southwest, having a radius of 200.00 feet, through a central angle of 34°41'12" and being subtended by a chord which bears S.28°25'17"E. for 119.24 feet to a point on said curve and the southerly line of said Lot 1 also being the northerly right-of-way line of South Road; thence along said southerly line of Lot 1 and northerly right-of-way line of South Road southwesterly 179.44 feet along the arc of a non-tangential circular curve concave to the northwest, having a radius of 167.50 feet, through a central angle of 61°22'48" and being subtended by a chord which bears S.59°46'41"W. for 170.98 feet; thence continue along the south line of said Lot 1 and the north right-of-way line of South Road N.89°3 I '55"W, for 546.02 feet to the Point of Beginning of the Parcel herein described; Bearings are based on the south line of said Lot land the north right-of-way line of said South Road being N.89° 31'55"W.

Parcel contains 1.52 acres, more or less.

Please indicate your acceptance of these conditions by signing and completing the bottom portion of this letter and its enclosed duplicate and returning one copy to our office.

In addition, please have the original and two copies of the Deed of Release (enclosed) executed on behalf of the Airport Owner and return one copy to us.

Sincerely,

W. Dean Stringer
Manager

4 Enclosures

Accepted for Airport Owner

By: _____

Title: Chair

Date: 3/12/12

APPROVED AS TO FORM
OFFICE OF PORT ATTORNEY

DEED OF RELEASE

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of 49 U.S.C. § 47153, to Lee County Port Authority, a body politic, created, operating, and doing business under the laws of the State of Florida, WITNESSETH:

WHEREAS, the United States of America, acting by and through the Federal Aviation Administration under and pursuant to authority contained in the provisions of 49 U.S.C. § 47153, and applicable rules, regulations, and orders by an instrument of transfer entitled "Quitclaim Deed" dated June 4, 1947 did remise, release and forever quitclaim to Lee County, it successors and assigns, all rights, title and interest in and to that certain property located and situated in Fort Myers, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Lee County, Florida, Deed Book No. 25, Pages 260-267, reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in 49 U.S.C. § 47153; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in 49 U.S.C. § 47153 is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to convey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by the Lee County in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

(1) That the Lee County Port Authority reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be

inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Page Field.

(2) That the Lee County Port Authority expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(3) That the Lee County Port Authority expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Page Field or interfere with air navigation and or communication facilities serving Page Field, or otherwise constitute an airport hazard, including wildlife hazards.

(4) Ensure that the Lee County Port Authority and their successors and assigns shall not permit/afford access from the subject property onto Page Field property for aeronautical purposes.

(5) Ensure that if the property is used or converted to a municipal use, an amount equal to the fair market value will be deposited into an identifiable interest bearing account prior to conversion of the property to the municipal use. The proceeds should remain in this account until utilized in accordance with FAA Order 5190.6B.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the Lee County dated June 4, 1947 which real property is described as follows:

COMMENCING at the southwest corner of said Lot 1, Block "A", Page Park according to the plat thereof as recorded in Plat Book 8, Pages 95 through 97, Public Records of Lee County, Florida; thence along the south line of said Lot 1 S.89°31'55"E. for 397.70 feet to the POINT OF BEGINNING of the Parcel herein described; thence N.74°56'30"E. for 403.73 feet; thence northeasterly 244.69 feet along the arc of a circular curve concave to the northwest, having a radius of 550.00 feet, through a central angle of 25°29'26" and being subtended by a chord which bears N.62°11'47"E. for 242.68 feet to a point on said curve; thence S.45°45'53"E. for 45.31 feet; thence southeasterly 121.08 feet along the arc of a circular curve concave to the southwest, having a radius of 200.00 feet, through a central angle of 34°41'12" and being subtended by a chord which bears S.28°25'17"E. for 119.24 feet to a point on said curve and the southerly line of said Lot 1 also being the northerly right-of-way line of South Road; thence along said southerly line of Lot 1 and northerly right-of-way line of South Road southwesterly 179.44 feet along the arc of a non-tangential circular curve concave to the northwest, having a radius of 167.50 feet, through a central angle of 61°22'48" and being subtended by a chord which bears S.59°46'41"W. for 170.98 feet; thence continue along the south line of said Lot 1 and the north right-of-way line of South Road N.89°3 1'55"W, for 546.02 feet to the Point of Beginning of the Parcel herein described; Bearings are based on the south line of said Lot land the north right-of-way line of said South Road being N.89° 31'55"W.

Parcel contains 1.52 acres, more or less.

This release is for the specific purpose of permitting Lee County Port Authority to sell and convey title to the above described property for municipal purposes.

By its acceptance of this Deed of Release Lee County Port Authority also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the above described real property.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 24th day of February, 2012.

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By _____
Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

STATE OF FLORIDA)
) ss
COUNTY OF ORANGE)

On this 24th day of February, 2012, before me a Notary Public in and for the County of Orange, State of Florida, personally appeared. Dean Stringer, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

WITNESS my hand and official seal.

KATHY DEES
MY COMMISSION # EE087496
EXPIRES April 25, 2015
(407) 398-0153 FloridaNotaryService.com

Kathy Dees
Notary Public in and for said County and State

(SEAL)

My commission expires April 25, 2015

BOARD OF COUNTY COMMISSIONERS SEAL LEE COUNTY, FLORIDA

Approved and accepted for and on behalf of the Lee County Port Authority:

ATTEST:
LEE COUNTY CLERK OF COURTS

BY: _____
Deputy Clerk

BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair

LEE COUNTY BOARD OF PORT COMMISSIONERS SEAL FLORIDA

APPROVED AS TO FORM

BY: _____
Office of the Port Attorney

I CERTIFY THIS DOCUMENT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
LINDA DOGGETT, CLERK CIRCUIT COURT
LEE COUNTY, FLORIDA
DATED: 7-13-2017
BY: _____
Deputy Clerk

Kevin C. Karnes, Lee County Clerk of Circuit Court
INSTR. # 2023000108143, Doc Type NOT, Pages 9, Recorded 3/27/2023 at 10:35 AM, Deputy Clerk JMILLER ERECORD
Rec Fees: $78.00
DOS2022-00111 Lee County ePlan

NOTICE OF DEVELOPMENT ORDER APPROVAL

In accordance with Chapter 10 of the Lee County Land Development Code, Development Order No. DOS2022-00111 has been approved and issued for the following property in Lee County, Florida.

See "Attachment A"

CAUTION: The Approved Development Order is not an approved subdivision plat and should not be construed as such. The sale and purchase of land subject to this Development Order should contain a legal description other than mere reference to the Development Order. A separate subdivision plat may also be recorded in the public records of Lee County. The contents of the approved Development Order are on file with the Lee County Development Services Division.

Current Project Name: PAGE FIELD AIRPORT

Current Applicable Strap Numbers:
01452400000070030
01452400000070000
01452400000070060
12452400000010000
12452400000030000
124524010000A0010
124524010000B0000
124524010000B0010

This document is recorded to serve notice that any improvement to land, including but not limited to grading, drainage, construction of buildings or structures, or division of the property described above into smaller parcels shall be done in accordance with the above referenced Development Order. Improvements to the land described above have been approved in the Development Order.

ANY SALE OR PURCHASE OF ANY PORTION OF THE LAND SUBJECT TO THIS DEVELOPMENT ORDER MAY TRIGGER THE NEED FOR A NEW DEVELOPMENT ORDER, EXEMPTION, OR SUBDIVISION PLAT BEFORE ANY BUILDING PERMITS, OCCUPANCY PERMITS, OR OTHER APPROVALS MAY BE GRANTED.

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

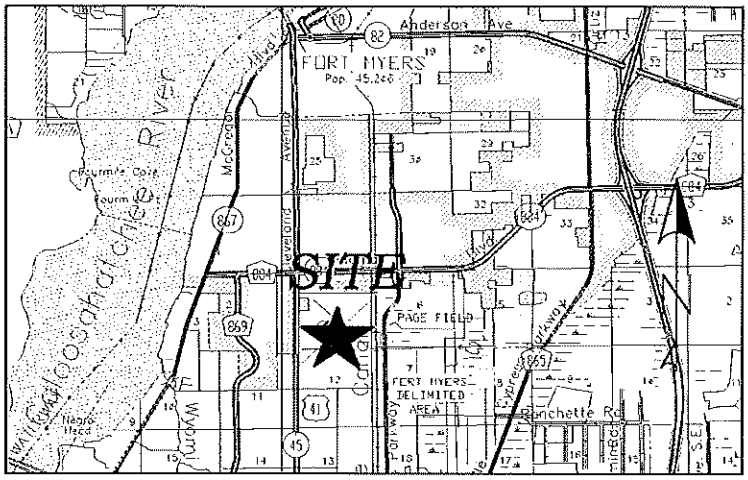
Electronically signed on 3/27/2023 by
Jessica Sulzer, PE, Manager
Lee County Development Services

fdosntcofdo.rpt

Attachment A

SKETCH & DESCRIPTION

PAGE FIELD AIRPORT
PARCEL 1
LYING WITHIN
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA


FORT MYERS
Pop. 45,206
Anderson Ave
SITE
PAGE FIELD
FORT MYERS DELIMITED AREA
Caloosahatchee River
Bayshore Rd
Winkler Ave
Metro Pkwy
Daniels Pkwy
Colonial Blvd
Gladiolus Dr
Cypress Lake Dr
Fowler St
Fowler St S
Fowler St N
Fourmile Cove
Fourmile Canal
Hanchette Rd
Hanchette Rd S.E.
Hanchette Rd N.E.
Veterans Park
Veterans Park Dr
Veterans Park Dr N
Veterans Park Dr S
Veterans Park Dr E
Veterans Park Dr W
Veterans Park Dr S.E.
Veterans Park Dr N.E.
Veterans Park Dr S.W.
Veterans Park Dr N.W.
Veterans Park Dr E.
Veterans Park Dr W.

SKETCH & DESCRIPTION

PAGE FIELD AIRPORT
PARCEL 1
LYING WITHIN
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

PARCEL 1:

ALL THAT LAND LYING WITHIN SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST AND THE NORTH ½ OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST; LEE COUNTY, FLORIDA; BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST; THENCE ALONG THE NORTH LINE OF SAID SECTION 12 S 89°46'16" W FOR 78.00 FEET TO THE WESTERLY RIGHT-OF-WAY LINE OF THE TEN MILE CANAL LINEAR PARK (FORMER IONA DRAINAGE DISTRICT CANAL A) AND BEING THE **POINT OF BEGINNING**; THENCE RUN S 00°42'02" E ALONG SAID WESTERLY RIGHT-OF-WAY FOR 935.74 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF DANLEY DRIVE; THENCE ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF DANLEY DRIVE (65 FEET WIDE) FOR THE FOLLOWING TWELVE (12) CALLS: 1). N 89°04'26" W FOR 673.01 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST; 2). THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 205.00 FEET, THROUGH A CENTRAL ANGLE OF 46°45'05", SUBTENDED BY A CHORD 162.67 FEET IN LENGTH BEARING N 65°41'53" W, FOR 167.27 FEET TO A POINT OF TANGENCY; 3). THENCE N 42°19'21" W FOR 525.71 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; 4). THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 85.00 FEET, THROUGH A CENTRAL ANGLE OF 53°58'31", SUBTENDED BY A CHORD 77.15 FEET IN LENGTH BEARING N 69°18'36" W, FOR 80.07 FEET TO A POINT OF TANGENCY; 5) THENCE RUN S 83°42'08" W FOR 265.90 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; 6) THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 900.00 FEET, THROUGH A CENTRAL ANGLE OF 12°35'24", SUBTENDED BY A CHORD 197.37 FEET IN LENGTH BEARING S 89°59'50" W, FOR 197.76 FEET TO A POINT OF TANGENCY; 7). THENCE RUN N 83°42'28" W FOR 406.21 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST; 8). THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 935.00 FEET, THROUGH A CENTRAL ANGLE OF 39°46'38", SUBTENDED BY A CHORD 636.16 FEET IN LENGTH BEARING S 76°24'13" W, FOR 649.12 FEET TO A POINT OF TANGENCY; 9). THENCE RUN S 56°30'54" W FOR 505.06 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; 10). THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 435.00 FEET, THROUGH A CENTRAL ANGLE OF 41°19'00", SUBTENDED BY A CHORD BEING 306.93 FEET IN LENGTH BEARING S 77°10'24" W, FOR 313.68 FEET TO A POINT OF TANGENCY; 11). THENCE RUN N 82°10'06" W FOR 132.78 FEET; 12). THENCE RUN N 78°41'58" W FOR 207.41 FEET TO THE AIRPORT BUILDING RESTRICTION LINE AS PER PAGE PARK PLAT, THENCE RUN S 47°47'32" W FOR 200.74 ALONG SAID LINE TO AN INTERSECTION WITH THE WEST LINE OF LOT 2, BLOCK A OF SAID PLAT; THENCE RUN S 00°22'18" E ALONG SAID WEST LINE FOR 171.19 FEET TO THE SOUTHWEST CORNER OF SAID LOT 2, THENCE RUN N 89°38'23" E ALONG THE SOUTH LINE OF SAID SOUTH LINE FOR 50.12 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID DANLEY DRIVE BEING ALSO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE EAST; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 337.50 FEET, THROUGH A CENTRAL ANGLE OF 18°07'31", SUBTENDED BY A CHORD BEING 106.32 FEET IN LENGTH BEARING S 09°00'43" W, FOR 106.77 FEET TO A POINT OF TANGENCY; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY S 00°02'53" E FOR 658.22 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 167.50 FEET, THROUGH A CENTRAL ANGLE OF 29°08'04", SUBTENDED BY A CHORD BEING 84.26 FEET IN LENGTH BEARING S 14°31'09" W, FOR 85.17 FEET TO A POINT ON A CURVE CONCAVE TO THE SOUTHWEST; THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 34°41'06", SUBTENDED BY A CHORD BEING 119.24 FEET IN LENGTH BEARING N 28°25'18" W, FOR 121.08 FEET TO A POINT OF TANGENCY; THENCE RUN N 45°45'53" W FOR 45.31 FEET TO A POINT ON CURVE CONCAVE TO THE NORTHWEST; THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 550.00 FEET, THROUGH A CENTRAL ANGLE OF 25°29'26", SUBTENDED BY A CHORD BEING 242.68 FEET IN LENGTH BEARING S 62°11'47" W, FOR 244.69 FEET TO A POINT OF TANGENCY; THENCE RUN S 74°56'30" W FOR 403.73 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF SOUTH ROAD (65 FEET WIDE PER PLAT); THENCE N 89°31'56" W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 588.17 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 41 (S.R. 45) (RIGHT-OF-WAY WIDTH VARIES) AS PER STATE OF FLORIDA STATE ROAD DEPARTMENT RIGHT-OF-WAY MAP, SECTION 12010-2503, OFFICIAL RECORDS BOOK 191, PAGE 660 AND DEED BOOK 306, PAGE 277 PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID U.S. 41 RIGHT-OF-WAY FOR THE FOLLOWING SIX (6) COURSES: 1). N 00°29'37" E FOR 10.00 FEET; 2). N 89°31'55" W FOR 16.50 FEET; 3). N 00°29'37" E FOR 1166.04 FEET; 4). N 83°54'37" E FOR 3.77 FEET;

CONTINUED ON SHEET 3 OF 8

SEE SHEET 4 THRU 8 OF 8 FOR SKETCH

FOR:	LEE COUNTY PORT AUTHORITY
DWG DATE:	12-28-2022
DRAWN BY:	R.J.O.
CHECKED BY:	S.U.
REV. DATE:	
COUNTY:	LEE
PROJECT NO.:	221204
DRAWING NO.:	221204-SKD
REVISION:	

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SKETCH & DESCRIPTION
PAGE FIELD AIRPORT, PARCEL 1
LYING WITHIN
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST

T2 utility engineers
5670 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179

SKETCH & DESCRIPTION

PAGE FIELD AIRPORT
PARCEL 1
LYING WITHIN
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

CONTINUED FROM SHEET 2 OF 8

5). N 45°25'06" W FOR 53.94 FEET; 6). N 00°29'37" E FOR 788.48 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF FOWLER STREET EXTENSION AS RECORDED IN OFFICIAL RECORDS BOOK 2688, PAGE 1578, PUBLIC RECORDS OF LEE COUNTY FLORIDA; THENCE ALONG SAID RIGHT-OF-WAY LINE FOR THE FOLLOWING FIFTEEN (15) CALLS: 1). N 32°55'14" E FOR 70.49 FEET; 2). N 72°30'47" E FOR 224.29 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST; 3). THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1208.92 FEET, THROUGH A CENTRAL ANGLE OF 17°54'26", SUBTENDED BY A CHORD OF LENGTH 376.30 FEET BEARING N 63°33'34" E, FOR 377.84 FEET TO A POINT OF TANGENCY; 4). THENCE N 50°29'36" E FOR 103.19 FEET TO A POINT ON A NON-TANGENTIAL CURVE CONCAVE NORTHWESTERLY; 5). THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1205.92 FEET, THROUGH A CENTRAL ANGLE OF 62°03'56", SUBTENDED BY A CHORD BEING 1243.37 FEET IN LENGTH BEARING N 18°40'37" E, FOR 1306.31 FEET TO A POINT OF TANGENCY; 6). THENCE RUN N 12°21'21" W FOR 1182.45 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE SOUTHEASTERLY; 7). THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 894.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD BEING 1200.68 FEET IN LENGTH BEARING N 29°46'28" E, FOR 1316.11 FEET TO A POINT OF TANGENCY; 8). THENCE RUN N 71°54'19" E FOR 21.85 FEET; 9). THENCE RUN N 85°24'03" E FOR 51.42 FEET; 10). THENCE RUN N 71°54'19" E FOR 153.11 FEET; 11). THENCE RUN S 80°26'16" E FOR 63.55 FEET; 12). THENCE RUN S 48°05'41" E FOR 71.92 FEET TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTH; 13). THENCE ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 91°30'00", SUBTENDED BY A CHORD BEING 303.71 FEET IN LENGTH BEARING N 86°09'19" E, FOR 338.56 FEET TO A POINT OF TANGENCY; 14). THENCE N 40°24'19" E FOR 149.53 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST; 15). THENCE ALONG SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 278.00 FEET, THROUGH A CENTRAL ANGLE OF 30°57'41", SUBTENDED BY A CHORD BEING 148.41 FEET IN LENGTH BEARING N 55°53'11" E, FOR 150.23 FEET TO THE INTERSECTION WITH THE SOUTH LINE OF THE PORTION OF NORTH AIRPORT ROAD RELEASED IN INSTRUMENT NUMBER 2007000241862, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 89°02'49" E ALONG SAID SOUTH LINE FOR 337.23 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE NORTHEAST ¼ OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST; THENCE CONTINUING ALONG SAID SOUTH LINE N 89°58'25" E FOR 2585.68 FEET TO AN INTERSECTION WITH THE WEST LINE OF SAID TEN MILE CANAL LINEAR PARK (FORMER IONA DRAINAGE DISTRICT CANAL A); THENCE RUN S 00°35'45" E ALONG SAID WEST LINE FOR A DISTANCE OF 1229.82 FEET TO THE SOUTH LINE OF THE NORTHEAST ¼ OF SAID SECTION 1; THENCE CONTINUING ALONG SAID WEST LINE S 00°30'34" E FOR 600.72 FEET TO THE NORTHEAST CORNER OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 1348, PAGE 1981, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG THE NORTH, WEST AND SOUTH LINES OF SAID PARCEL FOR THE FOLLOWING THREE (3) COURSES: 1). S 89°29'26" W FOR 220.00 FEET; 2). THENCE S 00°30'34" E FOR 840.00 FEET; 3). THENCE N 89°29'26" E FOR 220.00 FEET TO SAID WESTERLY RIGHT OF WAY OF TEN MILE CANAL LINEAR PARK (FORMER IONA DRAINAGE DISTRICT CANAL A); THENCE RUN S 00°30'34" E ALONG SAID WESTERLY LINE FOR 1200.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL 1 CONTAINING 494.16 ACRES, MORE OR LESS

SEE SHEET 4 THRU 8 OF 8 FOR SKETCH

FOR: LEE COUNTY PORT AUTHORITY

COUNTY:	LEE	DWG DATE:	12-28-2022
PROJECT NO.:	221204	DRAWN BY:	R.J.O.
DRAWING NO.:	221204-SKD	CHECKED BY:	S.U.
REVISION:		REV. DATE:	

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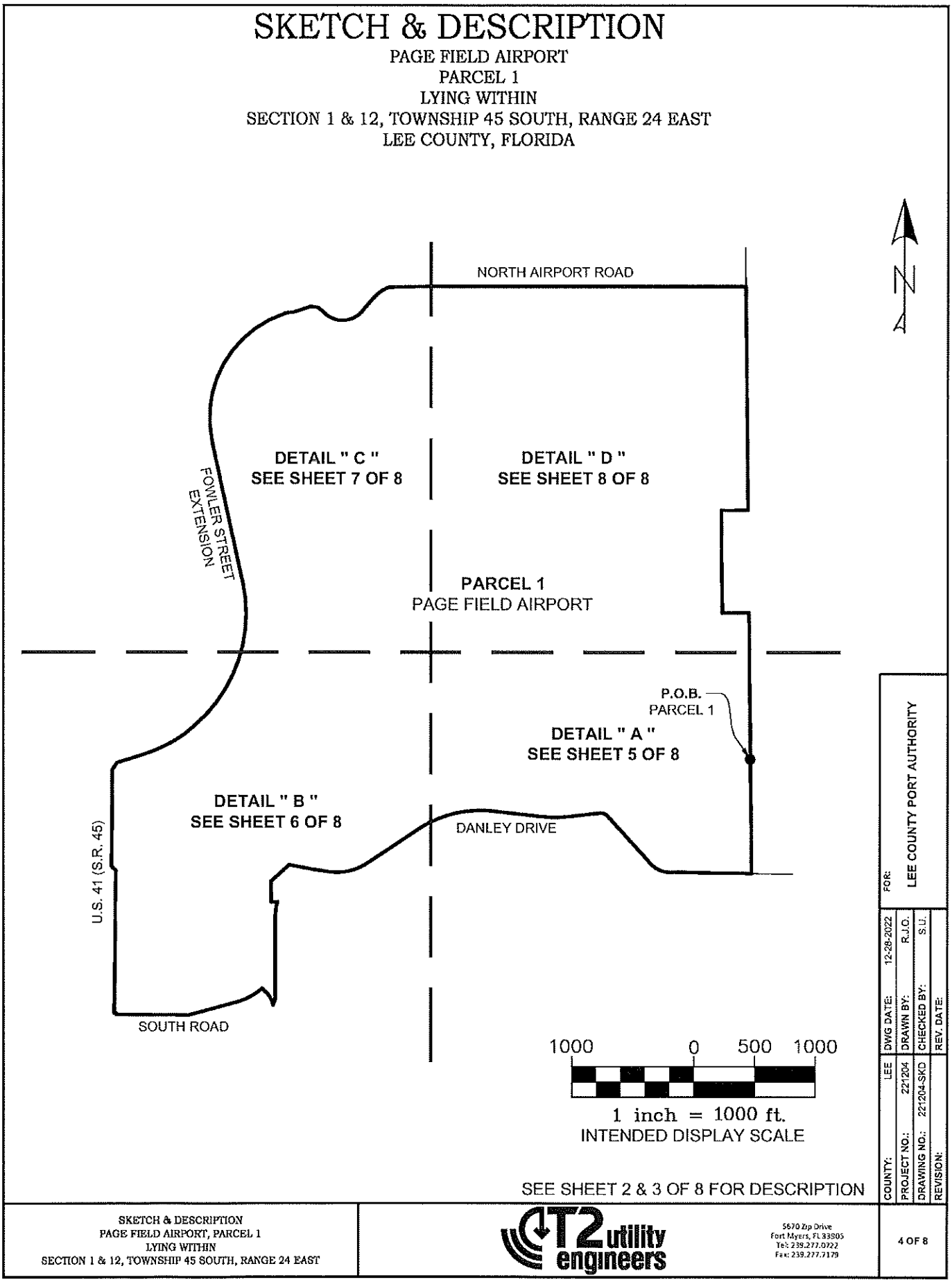
T2 utility engineers
5670 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179

SKETCH & DESCRIPTION

PAGE FIELD AIRPORT
PARCEL 1
LYING WITHIN
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA



SEE SHEET 2 & 3 OF 8 FOR DESCRIPTION

FOR: LEE COUNTY PORT AUTHORITY

COUNTY:	LEE
PROJECT NO.:	221204
DRAWING NO.:	221204-SKD
REVISION:	
DWG DATE:	12-28-2022
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SKETCH & DESCRIPTION
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4 OF 8

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SKETCH & DESCRIPTION

PAGE FIELD AIRPORT
PARCEL 1
LYING WITHIN
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

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1 inch = 500 ft.
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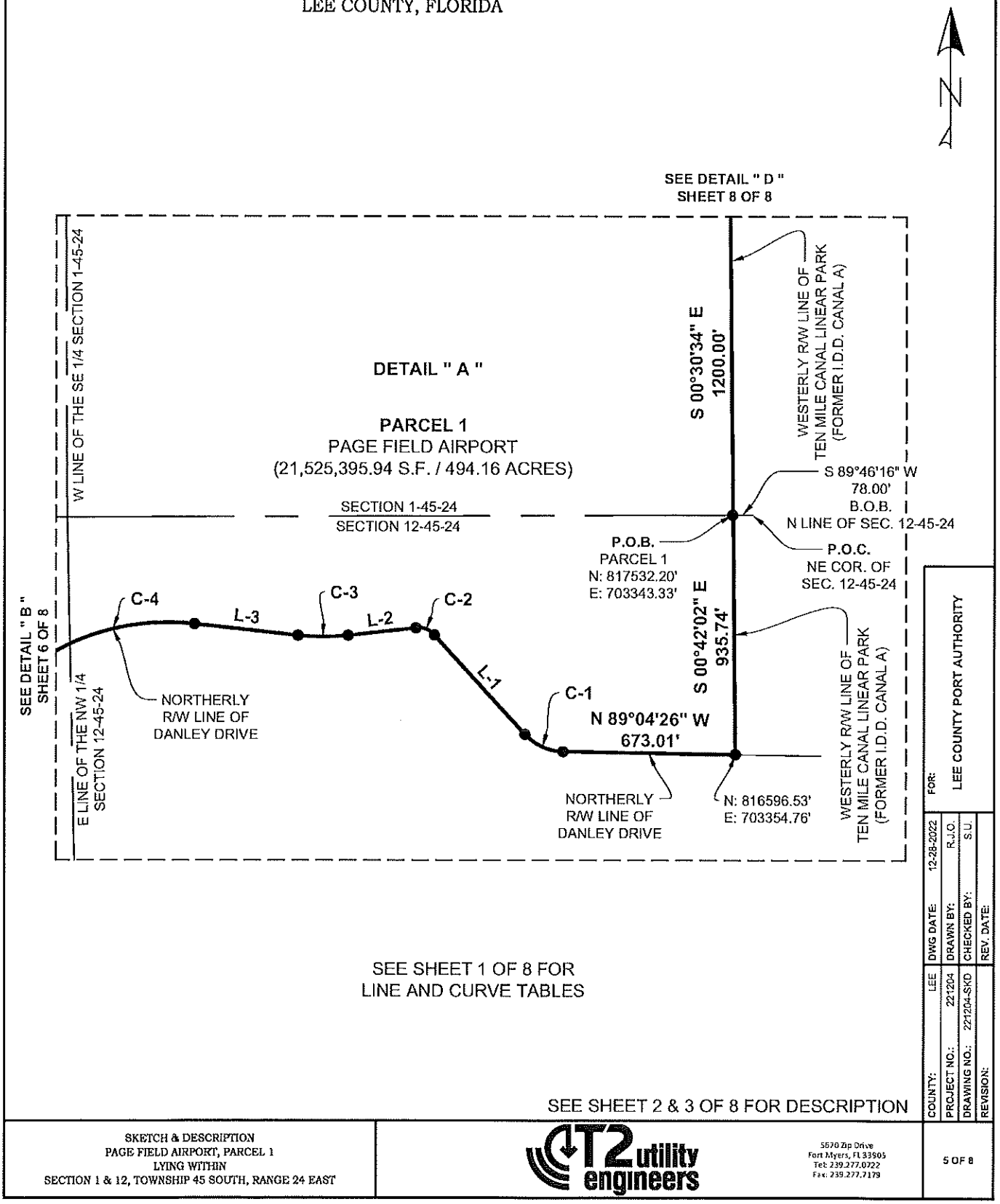

SEE SHEET 1 OF 8 FOR
LINE AND CURVE TABLES

SEE SHEET 2 & 3 OF 8 FOR DESCRIPTION

FOR:	LEE COUNTY PORT AUTHORITY
DWG DATE:	12-28-2022
DRAWN BY:	R.J.O.
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5 OF 8

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SKETCH & DESCRIPTION

PAGE FIELD AIRPORT
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LYING WITHIN
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

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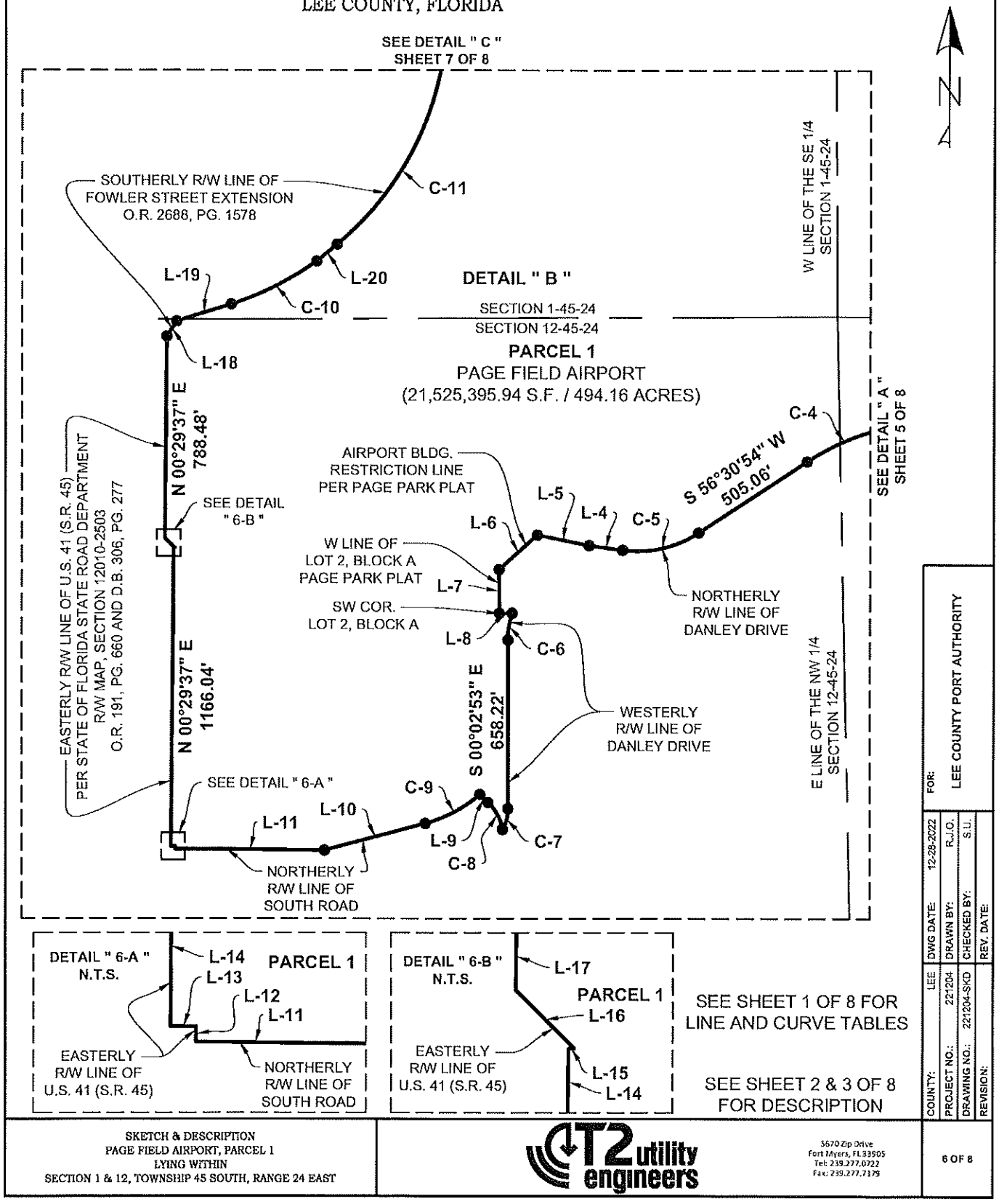
1 inch = 500 ft.
INTENDED DISPLAY SCALE



SEE SHEET 1 OF 8 FOR
LINE AND CURVE TABLES

SEE SHEET 2 & 3 OF 8
FOR DESCRIPTION

FOR:	LEE COUNTY PORT AUTHORITY
DWG DATE:	12-28-2022
DRAWN BY:	RJ.O.
CHECKED BY:	S.U.
REV. DATE:	
COUNTY:	LEE
PROJECT NO.:	221204
DRAWING NO.:	221204-SKD
REVISION:	

SKETCH & DESCRIPTION
PAGE FIELD AIRPORT, PARCEL 1
LYING WITHIN
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST

T2 utility engineers

5670 Zip Drive
Fort Myers, FL 33905
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6 OF 8

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SKETCH & DESCRIPTION

PAGE FIELD AIRPORT
PARCEL 1
LYING WITHIN
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

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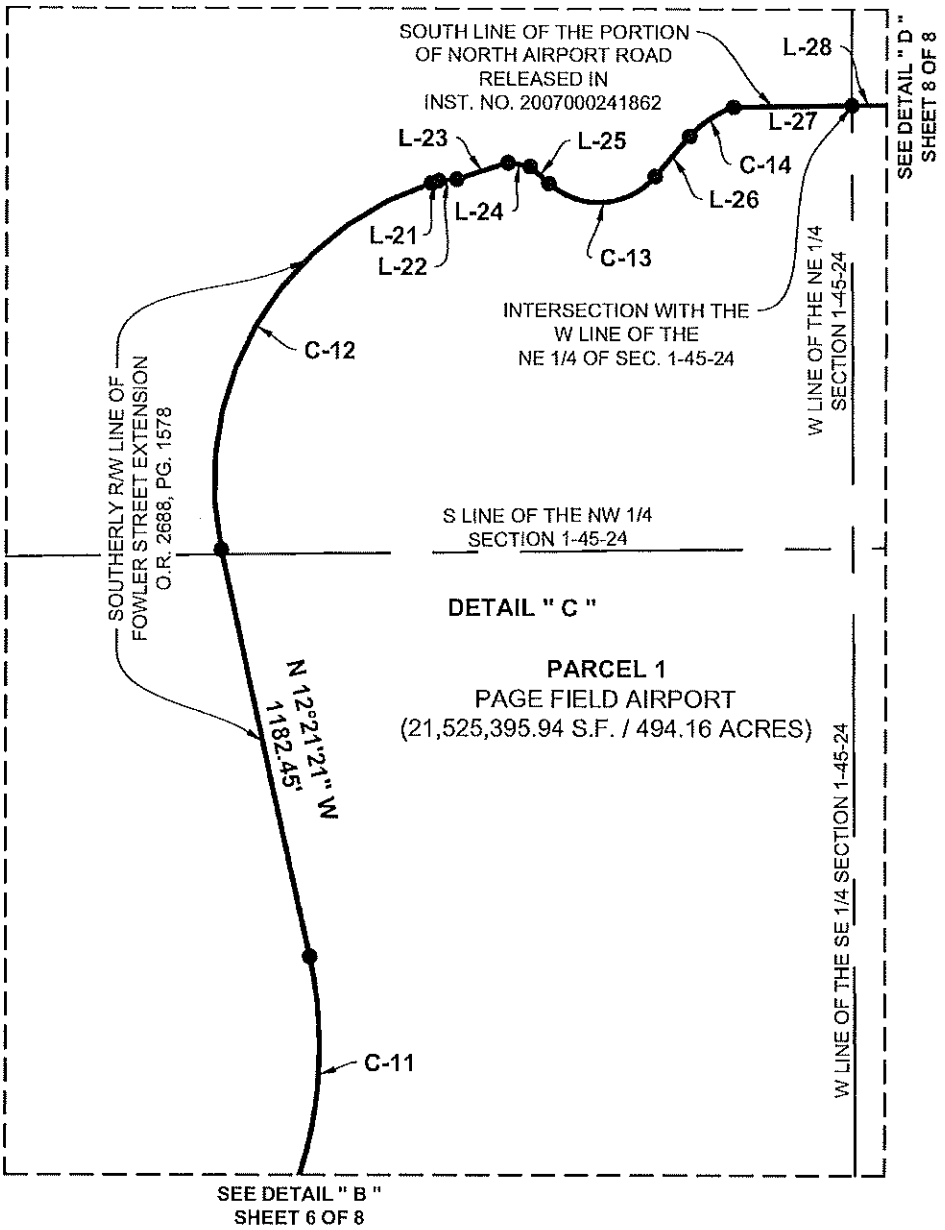
1 inch = 500 ft.
INTENDED DISPLAY SCALE



SEE SHEET 1 OF 8 FOR LINE AND CURVE TABLES
SEE SHEET 2 & 3 OF 8 FOR DESCRIPTION

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7 OF 8

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SKETCH & DESCRIPTION

PAGE FIELD AIRPORT
PARCEL 1
LYING WITHIN
SECTION 1 & 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

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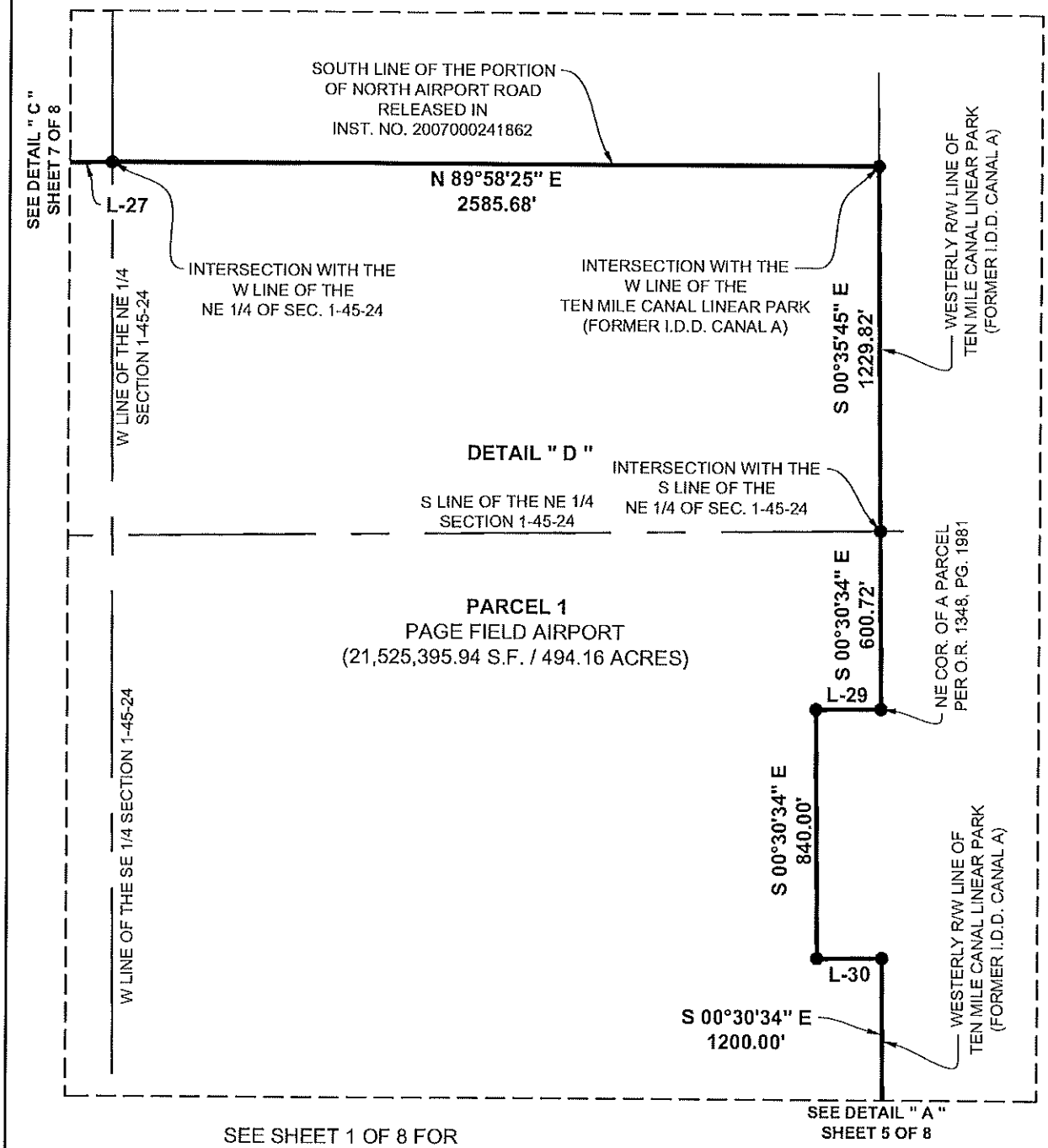
1 inch = 500 ft.
INTENDED DISPLAY SCALE



SEE SHEET 1 OF 8 FOR
LINE AND CURVE TABLES

SEE SHEET 2 & 3 OF 8 FOR DESCRIPTION

COUNTY:	LEE
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REVISION:	
DWG DATE:	12-28-2022
DRAWN BY:	R.J.O.
CHECKED BY:	S.U.
REV. DATE:	
FOR:	LEE COUNTY PORT AUTHORITY

SKETCH & DESCRIPTION
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8 OF 8

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Memorandum
from the
Department of County Lands

Title Certification
Strap Number(s):01-45-24-P1-00060.008C (Parcel A), 01-45-24-P1-98060.0090 (Parcel B), & 01-45-24-P1-98060.0100 (Parcel C)
Folio ID(s): 10509810, 10579823, & 10599219

Certified to: Lee County Port Authority and South Florida Water Management District

Effective Date of Title Certification: July 31, 2023 at 5:00 pm

I have searched the Public Records of Lee County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A". I have made a careful examination of the Public Records of Lee County, Florida, with respect to the real property described in attached Exhibit "A". Based on the foregoing, we hereby certify Record Title to the above-described real property, as to the Effective Date of the Title Certification set forth above, is vested in:

Lee County as shown in attached Exhibit "B".

The following are all of those persons or entities holding a mortgage secured by the property:

1) Purchase Money Mortgage between Moralez Real Estate LLC, a Florida limited liability company, its successors and assigns and Live Oak Banking Company, its successors and assigns, recorded August 26, 2020 in Instrument Number 2020000200837; Assignment of Lease and Rents, Moralez Real Estate LLC, a Florida limited liability company, its successors and assigns and Live Oak Banking Company, its successors and assigns, recorded August 26, 2020 in Instrument Number 2020000200838; State of Florida Uniform Commercial Code Financing Statement Form, recorded August 26, 2020 in Instrument Number 2020000200839; LLC Affidavit, executed by Luis R. Moralez and Nora Rodriguez-Moralez, recorded August 26, 2020 in Instrument Number 2020000200835; Corporate Affidavit, executed by Luis R. Moralez and Nora Rodriguez-Moralez, recorded August 26, 2020 in Instrument Number 2020000200836, all recorded in the Public Records of Lee County, Florida. **(Parcel C)**

The following are easements, rights of way and encumbrances affecting the property:

2) Lee County Ordinances relating to garbage and solid waste collection, recorded

November 30, 1990, Official Record Book 2189, Pages 3281, in the Public Records of Lee County, Florida.

3) Easement between City of Fort Myers and Florida Power & Light, recorded July 30, 1997 in Official Records Book 2850, Page 2626, Public Records of Lee County, Florida.

4) Utility Easement between Lee County, a political subdivision of the State of Florida and Florida Power & Light Company a Florida corporation recorded March 15, 2016 in Instrument Number 2016000053574, Public Records of Lee County, Florida.

5) Memorandum of Lease between Lee County, a political subdivision of the State of Florida and Racetrac Petroleum, Inc., a Georgia corporation, recorded May 6, 2016 in Instrument Number 2016000098147, Public Records of Lee County, Florida **(Parcel B)**

6) Ground Lease of certain Non-Aviation Land at Page Field between Lee County Port Authority, a special district of the State of Florida and Moralez Real Estate LLC, a Florida limited liability company, recorded August 21, 2020 in Instrument Number 2020000196623, Public Records of Lee County, Florida. **(Parcel C)**

7) Utility Easement between Lee County Port Authority, a dependent political subdivision of Lee County, Florida and Florida Power & Light Company, a Florida corporation, recorded February 9, 2022 in Instrument Number 2022000045860, Public Records of Lee County, Florida.

NOTE: Multiple Notice of Commencements, recorded February 11, 2022 in Instrument Number 2022000048896; Recorded February 22, 2022 in Instrument number 2022000049973; Recorded February 22, 2022 in Instrument Number 2022000059983; Recorded March 17, 2022 in Instrument Number 2022000089519; Recorded March 29, 2022 in Instrument Number 20220000103151; Recorded April 25, 2022 in Instrument Number 2022000013771, all recorded in the Public Records of Lee County Florida.

NOTE: Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report

NOTE Deed of Release by the United States of America, acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, recorded March 25, 1996 in Official Records Book 2688,

Page 1578, Public Records of Lee county, Florida. Document is attached to the Quitclaim Deed recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida.

Tax Status:

Parcel A:
01-45-24-P1-00060.008C - Subject property is assessed at $9,141,093.00 for 2023 with local government exemption of $9,141,093.00. There were no taxes due in 2022.

Parcel B:
01-45-24-P1-98060.0090 - Subject property is assessed at $1,903,884.00 for 2023. Taxes for 2022 were paid February 22, 2023 in the amount of $37,696.81.

Parcel C:
01-45-24-P1-98060.0100 – No assessment is available currently. Taxes for 2022 were $0.00.

NOTE: This Property is tax exempt.

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search of the Public Records of Lee County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____
Marja Borkert
Property Acquisition Assistant

S:\County Lands\POOL\PORT AUTHORITY- Page Field\2023 Title\Lee County_4534-4541 S Cleveland_10509810\TC Memo-Lee County_4534-4541 S Cleveland_10509810.docx

Exhibit "A"

Parcel A:

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼; the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/14 and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Parcel B:

A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 1; THENCE N.88°52'05"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 33.00 FEET TO THE EAST LINE OF U.S. 41 (STATE ROAD No. 45, TAMIAMI TRAIL); THENCE S.00°09'02"E., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 866.91 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.89°43'00"E. FOR A DISTANCE OF 275.01 FEET; THENCE S.00°07'47"E. FOR A DISTANCE OF 355.00 FEET TO THE NORTH LINE OF NORTH AIRPORT ROAD, A 90 FOOT RIGHT OF WAY; THENCE S.89°06'11"W., ALONG SAID NORTH RIGHT OF WAY, FOR A DISTANCE OF 161.25 FEET; THENCE N.89°36'21"W., FOR A DISTANCE OF 59.39 FEET; THENCE N.68°26'01"W., FOR A DISTANCE OF 58.39 FEET TO THE EAST RIGHT OF WAY OF SAID U.S. 41; THENCE N.00°09'02"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 337.01 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 97,662 SQUARE FEET, 2.242 ACRES, MORE OR LESS

Parcel C:

A PLOT OR PARCEL OF LAND LYING IN A PORTION OF THE NORTHWEST QUARTER (NW¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PLOT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°08'20"E. ALONG THE WEST LINE SAID SECTION 1 FOR 648.61 FEET; THENCE RUN N.88°59'28"E. TO A POINT ALONG THE EAST RIGHT OF WAY LINE OF US 41, TAMIAMI TRAIL (STATE ROAD #45) FOR 33.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N.88°59'28"E. FOR 637.62 FEET; THENCE RUN S.00°08'44"E. TO A POINT ALONG THE NORTH RIGHT OF WAY LINE OF NORTH AIRPORT ROAD (90.00 FEET WIDE) FOR 580.53 FEET; THENCE RUN S.89°09'52"W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 362.65 FEET; THENCE RUN N.00°07'47"W. FOR 355.00 FEET; THENCE RUN N.89°43'00"W. TO A POINT ALONG THE AFORESAID EAST RIGHT OF WAY LINE OF US 41, TAMIAMI TRAIL (STATE ROAD #45) FOR 275.01 FEET; THENCE RUN N.00°09'02"W. ALONG SAID EAST RIGHT OF WAY LINE FOR 218.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 271,143.85 SQ. FT, OR 6.22 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS, RECORDED AND UNRECORDED.

Exhibit "B"

Parcel A:

County of Lee, acting by and through its Board of County Commissioners, a political subdivision of the State of Florida by Quitclaim Deed and Surrender of Lease from the United States of America, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the power and authority contained in the provisions of the Surplus Property Act of 1944, from recorded July 2, 1947, Miscellaneous Book 25, Page 260, in the Public Records of Lee County, Florida.

Lee County Property Appraiser

Tax Year 2023

Property Data

STRAP: 01-45-24-P1-00060.008C Folio ID: 10509810

Generated on 8/25/2023 10:46 AM

Owner Of Record - Sole Owner [Change Address]

LEE COUNTY
PO BOX 398
FORT MYERS FL 33902

Site Address

Site Address maintained by E911 Program Addressing

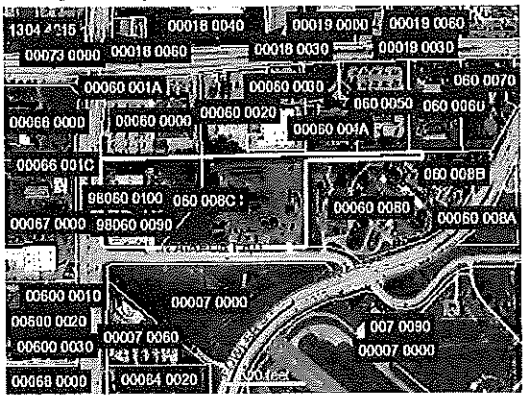
4531/4541 S CLEVELAND AVE
FORT MYERS FL 33907

Property Description

Do not use for legal documents!

THAT PT OF S 1/2 OF N 1/2
OF NW 1/4 N OF N AIRPORT RD
LESS PARCELS A-C

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Hurricane Ian Tax Roll Value Letter Tax Refund Status

Just	9,141,093

Attributes

Land Units Of Measure	SF
Units	1126026.00
Total Number of Buildings	1
Total Bedrooms / Bathrooms	0 / 5.0
Gross Building Area	11,536
1st Year Building on Tax Roll	2022
Historic Designation	No

Image of Structure



Photo Date June of 2022 View other photos

Last Inspection Date: 11/15/2017

Exemptions / Classified Use (Current)

Generated on 8/25/2023 10:46 AM

Exemptions / Classifed Use (2023 TRIM)

Generated on 8/25/2023 10:46 AM

Values (2023 TRIM)

Generated on 8/25/2023 10:46 AM

Taxing Authorities

Generated on 8/25/2023 10:46 AM

Sales / Transactions

Generated on 8/25/2023 10:46 AM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
100.00	06/01/1947	25/260	03		V

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

Lee County Property Appraiser

Tax Year 2022

Property Data

STRAP: 01-45-24-P1-98060.0090 Folio ID: 10579823

Generated on 7/26/2023 12:46 PM

Owner Of Record - Sole Owner [Change Address]

RACETRAC INC
PROPERTY TAX DEPT
200 GALLERIA PKWY SE STE 900
ATLANTA GA 30339

Site Address

Site Address maintained by E911 Program Addressing

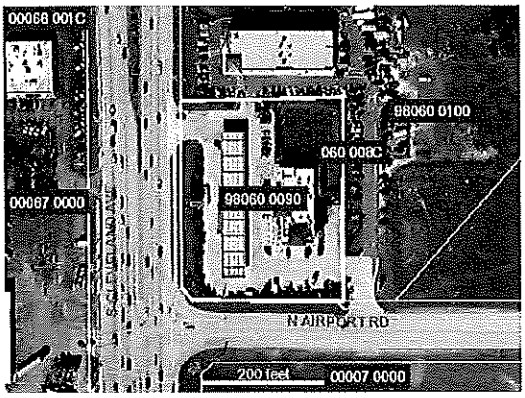
4551 S CLEVELAND AVE
FORT MYERS FL 33907

Property Description

Do not use for legal documents!

GROUND LEASE AS DESC IN 2016000098147 IMPROVEMENTS ONLY

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

Tax Roll Value Letter Tax Refund Status

Just	1,903,884

Attributes

Land Units Of Measure	
Units	0.00
Total Number of Buildings	1
Total Bedrooms / Fixtures	0 / 13
Gross Building Area	5,928
1st Year Building on Tax Roll	2016
Historic Designation	No

Image of Structure



Photo Date March of 2017 View other photos

Last Inspection Date: 07/06/2017

Exemptions / Classified Use (Current)

Generated on 7/26/2023 12:46 PM

Exemptions / Classifed Use (2022 Tax Roll)

Generated on 7/26/2023 12:46 PM

Values (2022 Tax Roll)

Generated on 7/26/2023 12:46 PM

Taxing Authorities

Generated on 7/26/2023 12:46 PM

Adjustments to the Roll (E & I)

Generated on 7/26/2023 12:46 PM

Sales / Transactions

Generated on 7/26/2023 12:46 PM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved

Lee County Property Appraiser

Tax Year 2022

Property Data

STRAP: 01-45-24-P1-98060.0100 Folio ID: 10599219

Generated on 7/26/2023 12:45 PM

Owner Of Record - Sole Owner [Change Address]

MORALEZ REAL ESTATE LLC
1441 SE 13TH TER
CAPE CORAL FL 33990

Site Address

Site Address maintained by E911 Program Addressing

ACCESS UNDETERMINED
FORT MYERS FL 33907

Property Description

Do not use for legal documents!

GROUND LAND LEASE
IMPROVEMENTS ONLY

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

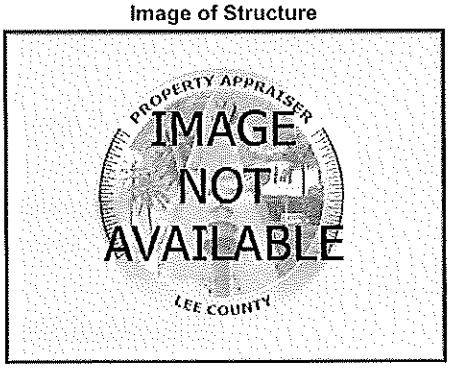
Tax Roll Value Letter Tax Refund Status

Just	0

Attributes

Land Units Of Measure	AC
Units	0.00
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0
1st Year Building on Tax Roll	N/A
Historic Designation	No

Image of Structure



Exemptions / Classified Use (Current)

Generated on 7/26/2023 12:45 PM

Exemptions / Classifed Use (2022 Tax Roll)

Generated on 7/26/2023 12:45 PM

Values (2022 Tax Roll)

Generated on 7/26/2023 12:45 PM

Taxing Authorities

Generated on 7/26/2023 12:45 PM

Sales / Transactions

Generated on 7/26/2023 12:45 PM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
0.00	06/15/2020	20201071019CM		**Not a Sale** Parcel has been split or combined at the request of the property owner. Click Here for staff assistance.	V
0.00	03/12/2020	2020000196623	11		V

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR LEE COUNTY, FLORIDA 2022 Paid Real Estate

Account Number:
01-45-24-P1-00060.008C

Alternate Key:
2100105063

Millage Code:
263

Site Address / Legal Description:
4531/4541 S CLEVELAND AVE

THAT PT OF S 1/2 OF N 1/2 OF NW 1/4 N OF N AIRPORT RD LESS PARCELS A-C

*** See message below**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Amount Due: $0.00

If Paid By: Aug 31, 2023

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	4,037,197	4,037,197	0	0.00
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	4,557,858	4,557,858	0	0.00
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.3090	4,557,858	4,557,858	0	0.00
CITY OF FORT MYERS	239-321-7185	6.9999	4,037,197	4,037,197	0	0.00
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	4,037,197	4,037,197	0	0.00
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	4,037,197	4,037,197	0	0.00
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	4,037,197	4,037,197	0	0.00
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	4,037,197	4,037,197	0	0.00
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0225	4,037,197	4,037,197	0	0.00
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	4,037,197	4,037,197	0	0.00
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	4,037,197	4,037,197	0	0.00

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount

Keep for your records

2022 Combined Total Ad Valorem and Non-Ad Valorem: $0.00

2022 Paid Real Estate

Account:	01-45-24-P1-00060.008C
Site Address:	4531/4541 S CLEVELAND AVE, FORT MYERS, 33907
Alternate Key:	2100105063

If Paid By:	Amount Due:
Aug 31, 2023	$0.00

Phone/Email Contact: _____

***If the address below is not correct, visit www.leepa.org to update your address.**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33902

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR LEE COUNTY, FLORIDA 2022 Paid Real Estate

Account Number:
01-45-24-P1-98060.0090

Alternate Key:
2100105070

Millage Code:
263

Site Address / Legal Description:
4551 S CLEVELAND AVE

GROUND LEASE AS DESC IN 2016000098147
IMPROVEMENTS ONLY

*** See message below**

RACETRAC INC
PROPERTY TAX DEPT
200 GALLERIA PKWY SE STE 900
ATLANTA, GA 30339

Amount Due:	If Paid By:
$0.00	Feb 22, 2023

Paid 02/22/2023 DP-00-00977655 $37,696.81

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	1,867,908	0	1,867,908	7,027.63
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	2,219,459	0	2,219,459	4,989.34
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.3090	2,219,459	0	2,219,459	7,344.19
CITY OF FORT MYERS	239-321-7185	6.9999	1,867,908	0	1,867,908	13,075.17
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	1,867,908	0	1,867,908	880.53
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	1,867,908	0	1,867,908	177.08
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	1,867,908	0	1,867,908	61.08
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	1,867,908	0	1,867,908	191.65
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0225	1,867,908	0	1,867,908	42.03
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	1,867,908	0	1,867,908	429.62
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	1,867,908	0	1,867,908	73.60

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount
CITY OF FORT MYERS STORMWATER	239-321-7448		3,386.88
LEE COUNTY SOLID WASTE ASSESSMENT	239-533-8000		1,183.89

Keep for your records

2022 Combined Total Ad Valorem and Non-Ad Valorem: $38,862.69

2022 Paid Real Estate

02/22/2023
DP-00-00977655
$37,696.81

Account:	01-45-24-P1-98060.0090
Site Address:	4551 S CLEVELAND AVE, FORT MYERS, 33907
Alternate Key:	2100105070

If Paid By:	Amount Due:
Feb 22, 2023	$0.00

Phone/Email Contact: _____

***If the address below is not correct, visit www.leepa.org to update your address.**

RACETRAC INC
PROPERTY TAX DEPT
200 GALLERIA PKWY SE STE 900
ATLANTA, GA 30339

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR LEE COUNTY, FLORIDA 2022 Paid Real Estate

Account Number:
01-45-24-P1-98060.0100

Alternate Key:
2100105071

Millage Code:
263

Site Address / Legal Description:
ACCESS UNDETERMINED

GROUND LAND LEASE IMPROVEMENTS ONLY

*** See message below**

MORALEZ REAL ESTATE LLC
1441 SE 13TH TER
CAPE CORAL, FL 33990

Amount Due: $0.00

If Paid By: Aug 31, 2023

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	0	0	0	0.00
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	0	0	0	0.00
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.3090	0	0	0	0.00
CITY OF FORT MYERS	239-321-7185	6.9999	0	0	0	0.00
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	0	0	0	0.00
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	0	0	0	0.00
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	0	0	0	0.00
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	0	0	0	0.00
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0225	0	0	0	0.00
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	0	0	0	0.00
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	0	0	0	0.00

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount

Keep for your records

2022 Combined Total Ad Valorem and Non-Ad Valorem: $0.00

2022 Paid Real Estate

Account:	01-45-24-P1-98060.0100
Site Address:	ACCESS UNDETERMINED, FORT MYERS, 33907
Alternate Key:	2100105071

If Paid By:	Amount Due:
Aug 31, 2023	$0.00

Phone/Email Contact: _____

***If the address below is not correct, visit www.leepa.org to update your address.**

MORALEZ REAL ESTATE LLC
1441 SE 13TH TER
CAPE CORAL, FL 33990

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

115893

QUITCLAIM DEED AND SURRENDER OF LEASE

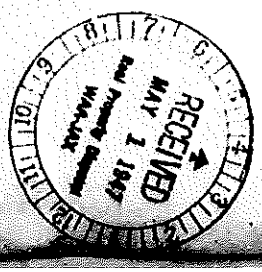
THIS INDENTURE, made this 14th day of June, 1947, between the UNITED STATES OF AMERICA, acting by and through the War Assets Administrator, under and pursuant to Executive Order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, as amended, and applicable rules, regulations and orders, party of the first part, and the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, party of the second part.

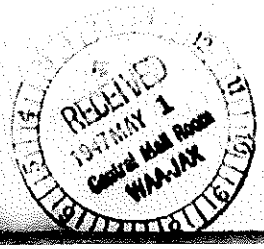
WITNESSETH: That the said party of the first part, for and in consideration of the assumption by the party of the second part of all the obligations and its taking subject to certain reservations, restrictions and conditions and its convenant to abide by and agreement to certain other reservations, restrictions and conditions all as set out hereinafter, has remised, released, sold, assigned, transferred, delivered and quitclaimed but without representations or warranty whatsoever, and by these presents does remise, release, sell, assign, transfer, deliver and quitclaim, but without representations or warranty whatsoever, to the said party of the second part, its successors and assigns under the subject to the reservations, restrictions and conditions exceptions and reservation of property and rights hereinafter set out, all the right, title, interest, claim and demand which the said party of the first part has in and to the following described property situate, lying and being in the County of Lee, State of Florida, to-wit:

The south half of the Northeast Quarter, Sect. 1, TWP 45 S , R 24 E, less the East 357.95 feet and less a parcel of land described as follows;

BEGINNING at a point on the South line of the S½ of the NE¼, 357.95 feet West of the SE corner of the NE¼, thence North parallel to the East section line 809 feet; thence West 1200 feet; thence South 809 feet; thence East 1200 ft., to the Beginning; the S½ of the N½ of the NW¼, the NE¼ of the SE¼ of the NW¼;the NW¼ of the SW¼ of the NW¼ less the North 20 feet thereof; Lots 1,2,3,9,10,11,12,13/15 and of the subdivision of the N½ of the SW¼ according to a plat recorded in Plat Book 3, p. 45 of Public Records of Lee County, Florida; the North 453 feet of the SW¼ of the SW¼ lying East of U. S. Highway No. 41, and a parcel described as follows: BEGINNING AT THE intersection of the East right of way of the US Highway No. 41, with the North line of the Section line road, which is North 25 feet from the south line of Section 1; thence North along the East right of way of US Highway No. 41, a distance of 824 feet; thence East 320 feet; thence Southerly parallel to the East right of way line of U. S. Highway No. 41, 453 feet; thence continuing Southerly 371, feet to a point on the North line of the Section line road; said point being 25 feet North of the South line of Section 1; thence West along the North line of the Section line road 327 feet to the Beginning; said land containing 173.02 acres, more or less,

Also the following easements and rights-of-way, said easements being located in the area known as Page Field, Lee County, Florida, and more particularly described as follows:





DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Avigation easement obtained by the United States Government under indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 252, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Deed Book 153, p. 214 of Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 249, Lee County Records;

Avigation easement obtained by the Government by indenture dated 2d day of December 1943 and recorded in Miscellaneous Book 21, p. 248, Lee County Records;

Avigation easement dated June 2, 1942, recorded in Deed Book, 155 p. 137; and

Perpetual easement for an outfall canal, obtained by the Government by indenture dated February 26, 1945 and recorded in Deed Book 159, p. 137;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated December 27, 1944, recorded in Deed Book 157, p. 311;

Perpetual easement for an outfall canal, obtained by the Government by indenture dated January 16, 1945, recorded in Deed Book 159, p. 130, Lee County Records.

TOGETHER the following buildings and improvements located on all land hereinabove expressly described, and on land leased from Lee County, Florida, as hereinafter set forth:

All of the runways, taxiways, parking aprons, field marking and lighting, drainage system, control tower, water system, sewage disposal system, telephone system, and buildings listed as follows:

T-1314	T-1304	T-1306	T-1308-1	T-906	T-712	T-712-1	T-315
T-1303	T-1309	T-1305	T-1114	T-907	T-717	T-511	T-211

And also the following described equipment:

DESCRIPTION	DECLARATION DATA	WAA NO.
Grader, Motor, Adams, Ser.871 W-542427, 12' blade, semi-Diesel R&U GM-133	PF-PE-RFC-3 12/27/46, Item 1 Post Eng. PAAF	99-19527
Concrete Mixer, REX, on wheels Ser. #SKF-323 R&U GM-79	PF-PE-RFC-3 12/27/46, Item 2 Post Eng. PAAF	99-19527
Crane (Dragline) Truck, USA ,4169554 R&U, DE-32, Model T60, Hercules Mtr. #1311673, w/1 Clam Bucket 3/8 cu.yds. R&U CD-50, One Drag Bucket 3/8 cu.yds. Hendrix #1771, R&U DE-51	PF-PE-RFC-5 1/9/46 Crane, Page 1, Item 8 Clam Bucket, p. 1 Item 11, Drag Bucket P. 2, Item 10 Post Eng. PAAF	677419
Mower, Gang, 7 Sections, Worthington Grass Blitzer	PF-PE-RFC-6 1/9/46 Page 1, Item 3 Post Engr. PAAF	99-20622
Air Compressor, Schramm, Portable Rubber Tire, Trailer, N0652530 Model-60, Ser. 95149, R&U AC-46	PF-PE-RFC-7 1/9/46, Item 1, Page 1 Post Eng. PAAF	16849
Distributor, Asphalt, 300 gals. Wisconsin Mtr, Standard Pump #434589,-3 Patch hose, 6' Spray Bar R&U DE-44	PF-PE-RFC-5 1/9/46, Item 1 Page 1, Post Eng. PAAF S-RFC-90 8/1/46, Page 1 Item 1	677410 Unrecorded

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Roller, Road, Gas Engine Tandem US-825600, Wisconsin Engine, R&U 404	PF-PE-RFC-5 1/9/46, Page 1, Item 4 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 2	Unrecorded
Sweeper, Grace 2 Way, Ser. #825 One Extra Brush & Br. Filler R&U SR-56, U.S. Reg. W-744467	PF-PE-RFC-5 1/9/46, Page 1, Item 6 Brush & Brush Filler Page 2, Item #12 Post Eng. PAAF	677419
	S-RFC-90 8/1/46, Page 1, Item 3	Unrecorded
Mower, Gang. 7 Sect. Worthington Grass Blitzer #A-5847, A-5767-A-5890 A-5807, A-4799, A-5847, & A-5854	PF-PE-RFC-6 1/9/46, Item 1, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 1, P. 1.	Unrecorded
Tractor, Case, Mower, w/5' Side Mower, blade # 825939 Model VAI #4700606, Ser. #12642 R&U MO 45	PF-PE-RFC-6 1/9/46, Item 8, p. 11 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 4, P. 1	Unrecorded
Tractor, Case, Mower, w/5' Side Mower Blade, W 825940 Model VAI #4760640, Ser. Eng. 12453, R&U MO-45	PF-PE-RFC-6 1/9/46, Item 7, P. 1 Post Eng. PAAF	99-20622
	S-RFC-91 8/1/46, Item 3, P. 1	Unrecorded
Brush, Filling Machine Mod. T-17A R&U #SR-56	S-RFC-90 8/1/46, Page 1, Item 4	Unrecorded
Distributor, Fertilizer Ser. #15242, Model 3	S-RFC-91 8/1/46, Page 1, Item 2	Unrecorded
Fire Truck, Glass 500 Pumper, GMC Serial #M-563652	Unknown (now being used for protection of Field)	Unrecorded

The above described premises are transferred subject to existing easements for roads, highways, public utilities, railways and pipelines.

EXCEPTING, HOWEVER, from this conveyance all right, title and interest in and to all property in the nature of equipment, furnishings and other personal property located on the premises expressly hereinbefore described and on the leased premises hereinbefore mentioned, and on the leased premises hereinafter described, which can be removed from the land without material injury to the land or structures located thereon, other than property of such nature located on such premises which is required for the efficient operation for air port purposes of the structures and improvements specifically listed hereinabove, as being transferred hereby; and further excepting from this conveyance all structures on such premises other than structures specifically described or enumerated above as being conveyed hereunder, and reserving to the party of the first part the right of removal from the premises of the property and structures excepted hereby, within a reasonable period of time after the date hereof, which shall not be construed to mean any period less than one (1) year after the date of this instrument.

RECEIVED

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By accepting this instrument or any rights hereunder, the said party of the second part hereby releases the party of the first part from any and all liability for all claims for losses or damage arising out of the exceptions and the reservations above. Further, the party of the first part, for the considerations expressed, does hereby surrender, subject to the terms and conditions of this instrument the interest of the party of the first part in that certain lease dated the 19th day of February 1942, as modified by Supplemental Agreements dated July 15, 1942 and March 5, 1945, from the party of the second part to the party of the first part, covering the properties generally described and referred to as Page Field, containing 628 acres of land, more or less, and located in the County of Lee, State of Florida, and more particularly described as follows:

> Beginning at a point on the South line of Section 1, TWP 45 South, Range 24 E, at a point where the West right-of-way line of the Seaboard Air Line Railroad intersects said Section line 162.7 feet, more or less West of the SE corner of said Section; run thence West along the South line of Section 1, TWP 45 South, Range 24 E, to a point 320 feet East of the SW corner of said section; run thence N. 824 feet; thence East 1000 feet; thence North 476 feet; thence East 642 feet; thence North 660 feet; thence West 311 feet; thence North 660 feet; thence West 991 feet; thence North 1320 feet; thence East 1320 feet; thence South 660 feet; thence East 660 feet; thence South 660 feet; thence East 1070 feet; thence North 809 feet; thence East 1400 feet, more or less, to the West right-of-way line of the Seaboard Air Line Railroad; thence Southerly along the West right-of-way line of said Railroad to the point of Beginning.
> ALSO - the N half (N½) of Section 12, TWP 45 S, Range 24 E, less right-of-way of Seaboard Air Line Railroad on East side and paved highway (U.S.#41) on West side.
> All of said lands being in Lee County, Florida, and containing in all 618 acres, more or less.
>
> ALSO - Tracts 4 and 5 of the subdivision in the North half (N½) of Southwest Quarter (SW¼) of Section 1, TWP 45 S, Range 24 E, as shown on Plat of said subdivision, recorded in Plat Book 3, page 45, of the Public Records of Lee County, Florida, and containing 10 acres, more or less.

which Lease, as modified, would otherwise continue in full force and effect until six (6) months from the date of the termination of the unlimited emergency as declared by the President of the United States on May 22, 1941, Proclamation 2487 of June 30, 1967, whichever shall occur first, subject to the provisions thereof.

The party of the second part does hereby release the party of the first part from any and all claims which exist or may arise under the provisions of the aforesaid lease, except claims, as to the airport property, which may be submitted under Section 17 of the Federal Airport Act.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Said property transferred hereby was duly declared surplus and was assigned to the War Assets Administrator for disposal, acting pursuant to the provisions of the above mentioned Act, as amended, Executive Order 9689, and applicable rules, regulations and orders.

By the acceptance of this deed or any rights hereunder, the said party of the second part, for itself, its successors and assigns, agrees that transfer of the property transferred by this instrument is accepted subject to the following restrictions set forth in sub-paragraphs (1) and (2) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and orders, provided that said reservations and restrictions shall not apply to that portion of the leasehold south of Danley Road as shown on the map marked Exhibit "A", attached hereto and made a part hereof.

(1) That all of the property transferred hereby, including the premises hereinabove expressly described, the leased premises and structures, buildings and improvements on all the above mentioned premises, hereafter in this instrument called the "airport", shall be used for public airport purposes, and only for such purposes, on reasonable terms and without unjust discrimination and without grant or exercise of any exclusive right for use of the airport within the meaning of Section 303 of the Civil Aeronautics Act of 1938. As used herein, "public airport purposes" shall be deemed to exclude use of the structures conveyed hereby, or any portion thereof, for manufacturing or industrial purposes. However, until, in the opinion of Civil Aeronautics Administration or its successor Government agency, it is needed for public airport purposes, any particular structure transferred hereby may be utilized for non-manufacturing or non-industrial purposes in such manner as the party of the second part deems advisable, provided that such use does not interfere with operation of the remainder of the airport as a public airport.

(2) That the entire landing area, as defined in WAA Regulation 16, dated June 26, 1946, and all structures, improvements, facilities and equipment of the airport shall be maintained at all times in good and serviceable condition to assure its efficient operation; provided, however, that such maintenance shall be required as to structures, improvements, facilities and equipment only during the remainder of their estimated life, as determined by the Civil Aeronautics Administration or its successor Government agency. In the event materials are required to rehabilitate or repair certain of the aforementioned structures, improvements, facilities or equipment, they may be procured by demolition of other structures, improvements, facilities or equipment transferred hereby and located on the above described premises, which have out-

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

lived their use as airport property in the opinion of the Civil Aeronautics Administration or its successor Government agency.

By the acceptance of this deed or any rights hereunder, the said party of the second part for itself, its successors and assigns, also assumes the obligations of, covenants to abide by and agrees to, and this transfer is made subject to, the following reservations and restrictions as set forth in sub-paragraphs (1) to (6) of this paragraph, which shall run with the land, imposed pursuant to the authority of Article 4, Section 3, Clause 2 of the Constitution of the United States of America, the Surplus Property Act of 1944, as amended, Executive Order 9689 and applicable rules, regulations and order, provided that said reservations and restrictions shall not apply to that portion of the airport south of Danley Road as shown on Exhibit "A" attached hereto.

(1) That insofar as is within its power and reasonably possible, the party of the second part and all subsequent transferees shall prevent any use of land either within or outside the boundaries of the airport, including the construction, erection, alteration or growth of any structure or other object thereon, which use would be a hazard to the landing, taking-off, or maneuvering of aircraft at the airport, or otherwise limit its usefulness as an airport.

(2) That the building areas and non-aviation facilities, as such terms are defined in WAA Regulation 16, dated June 26, 1946, of or on the airport shall be used, altered, modified or improved only in a manner which does not interfere with the efficient operation of the landing area and of the airport facilities, as defined in WAA regulation 16, as amended.

(3) That itinerant aircraft owned by the United States of America (hereinafter sometimes referred to as the "Government"), or operated by any of its employees or agents on Government business shall at all times have the right to use the airport in common with others; Provided, however, that such use may be limited as may be determined at any time by the Civil Aeronautics Administration or the successor Government agency to be necessary to prevent interference with use by other authorized aircraft, so long as such limitation does not restrict Government use to less than twenty-five (25) per centum of capacity of the landing area of the airport. Government use of the airport by virtue of the provisions of this sub-paragraph shall be without charge of any nature other than payment for damage caused by such itinerant aircraft

(4) That during the existence of any emergency declared by the President of the United States of America or the Congress thereof, the Government shall have the right without charge, except as indicated below, to the full, unrestricted possession, control and use of the landing area, building areas, and airport facilities as such terms are defined in WAA Regulation 16, dated June 26, 1946, or any part thereof, including any additions or improvements thereto made subsequent to the declaration of any part of the airport as surplus: Provided, however, that the

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Government shall be responsible during the period of such use for the entire cost of maintaining all such areas, facilities and improvements, or the portions used, and shall pay a fair rental for the use of any installations or structures which have been added thereto without Federal Aid.

(5) That no exclusive right for the use of any landing area or air navigation facilities, as such terms are defined, in WAA Regulation 16, dated June 26, 1946, included in or on the airport shall be granted or exercised.

(6) That the property transferred hereby may be successively transferred only with the approval of the Civil Aeronautics Administration or the successor Government agency and with the proviso that any such subsequent transferee assumes all the obligations imposed upon the party of the second part by the provisions of this instrument.

By the acceptance of this instrument or any rights hereunder, the party of the second part further agrees with the party of the first part as follows:

(1) That upon a breach of any of the aforesaid reservations or restrictions by the party of the second part, or any subsequent transferee, whether cuased by the legal inability of said party of the second part or subsequent transferee to perform any of the obligations herein set out, or otherwise, the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, shall at the option of the party of the first part revert to the party of the first part upon demand made in writing by the War Assets Administration, or its successor Government agency at least sixty (60) days prior to the date fixed for the revesting of such title, right of possession and other rights transferred, or any portion thereof: Provided, that as to installations or structures which have been added to the premises without Federal aid, the Government shall have the option to acquire title to or use of the same at the then fair market value of the rights therein to be acquired by the Government. Provided that said reverter shall not apply to that said portion of the airport lying South of Danley Road.

(2) That if the construction as convenants of any of the foregoing reservations and restrictions recited herein as convenants or the application of the same as covenants in any particular instance is held invalid, the particular reservations or restrictions in question shall be construed instead merely as conditions upon the breach of which the Government may exercise its option to cause the title, right of possession and all other rights transferred to the party of the second part, or any portion thereof, to revert to it, and the application of such reservations or restrictions as covenants in any other instance and the construction of the remainder of such reservations and restrictions as covenants shall not be affected thereby.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

TO HAVE AND TO HOLD the said premises, together with all and singular the appurtenances thereunto belonging or in any wise appertaining and all the estate, right, title, interest or claim whatsoever of the said party of the first part, either in law or equity, except the property and rights excepted and reserved above, and under and subject to the aforesaid reservations, restrictions and conditions, to the only proper use, benefit and behoof of the said party of the second part, its successors and assigns.

IN WITNESS WHEREOF, the party of the first part, the United States of America, acting by and through the War Assets Administrator, has caused these presents to be executed in its name and on its behalf by Lyle T. Pritchard, Deputy Regional Director, Office of Real Property Disposal, War Assets Administration, and the party of the second part, the County of Lee, has caused these presents to be executed in its name and on its behalf by the Chairman of its Board of County Commissioners and its Seal to be hereunto affixed, all of the 4 day of June 1947.

UNITED STATES OF AMERICA
Acting by and through
War Assets Administration

By: Lyle T Pritchard (SEAL)
Deputy Regional Director for
Real Property Disposal
War Assets Administration

WITNESS:
Earl Widell
Caryl Ames Counce

COUNTY OF LEE
Acting by and through its
Board of County Commissioners

By: _____
Chairman

Attest: D L Barahee (SEAL)
Secretary

_____
H. Glenn Gibson

CLERK CIRCUIT COURT SEAL LEE COUNTY FLORIDA

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

STATE OF FLORIDA)
) SS
COUNTY OF DUVAL)

I hereby Certify that on the 5th day of June, 1947, personally appeared LYLE T. PRITCHARD, to me well known as the person described in and who executed the foregoing instrument on behalf of the United States of America, and acknowledged that he, LYLE T. PRITCHARD, being thereunto duly authorized, as Deputy Regional Director for Real Property Disposal, War Assets Administration, executed the same for the purposes therein expressed as the free act and dead of the United States of America, the War Assets Administration and the War Assets Administrator, and that the said instrument is their free act and deed.

IN WITNESS WHEREOF I have hereunto affixed my hand and official Seal at Jacksonville, Florida, this 5th day of June, 1947.

Earl Wade
Notary Public

(SEAL)

My commission expires:

STATE OF FLORIDA)
) SS
COUNTY OF LEE)

I HEREBY CERTIFY that on the 11th day of June, 1947, personally appeared H. M. Stringfellow and D. T. Forehee to me well known as the persons described in, and who executed, the foregoing instrument on behalf of the County of Lee, and acknowledged that they H. M. Stringfellow and D. T. Forehee, as Chairman and Clerk of the Board of County Commissioners respectively, executed the same for the purposes thereinexpressed as the free act and deed of said County, and D. T. Forehee acknowledged that in his capacity as said Clerk he affixed thereto the official Seal of said County, and both of said persons acknowledged that said instrument is the act and deed of said County.

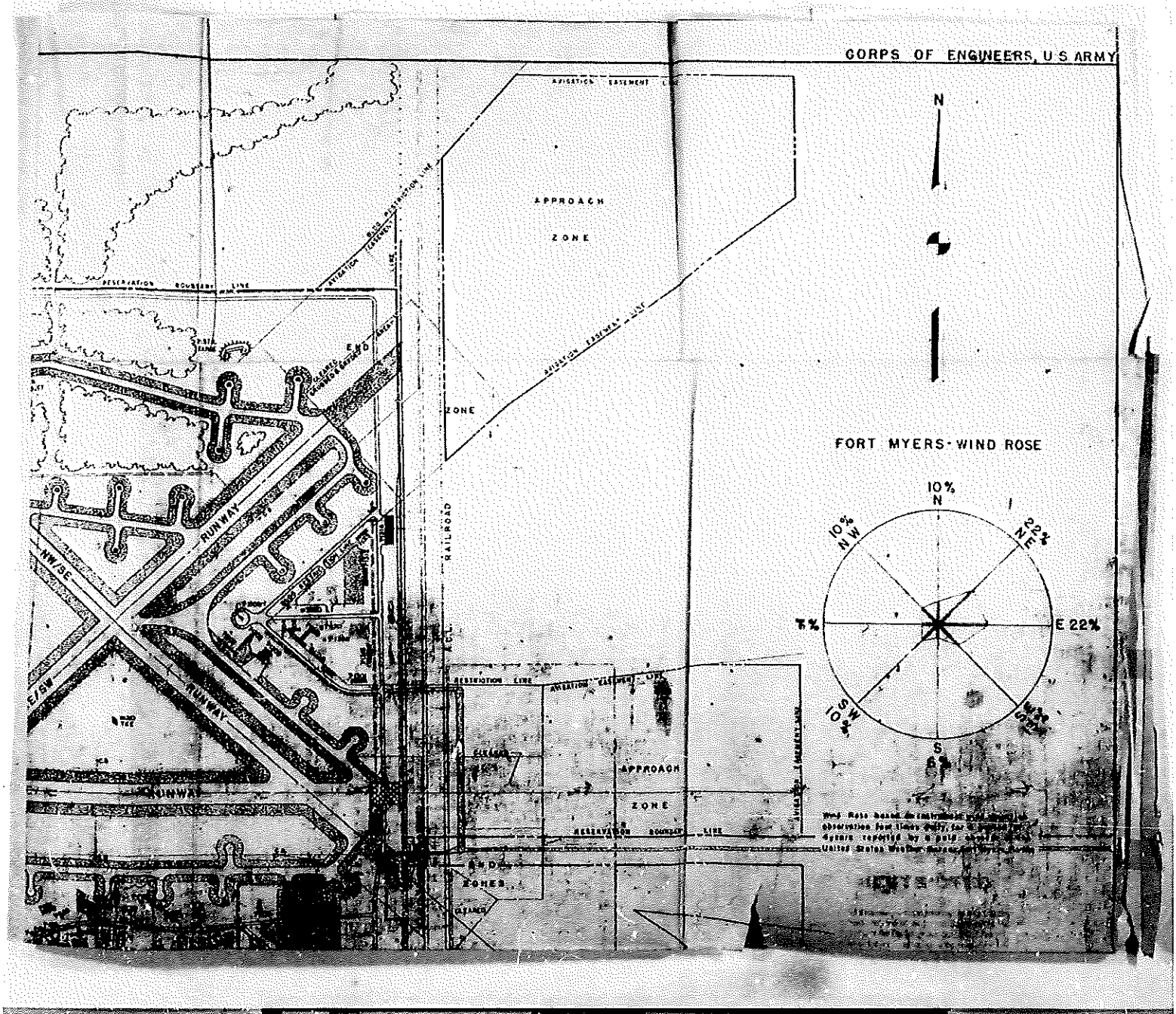
IN WITNESS WHEREOF I have hereunto affixed my hand and official seal at Fort Myers, Fla., this 11th day of June, 1947.

Dan Hood
Notary Public

My commission expires Dec. 14, 1947

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

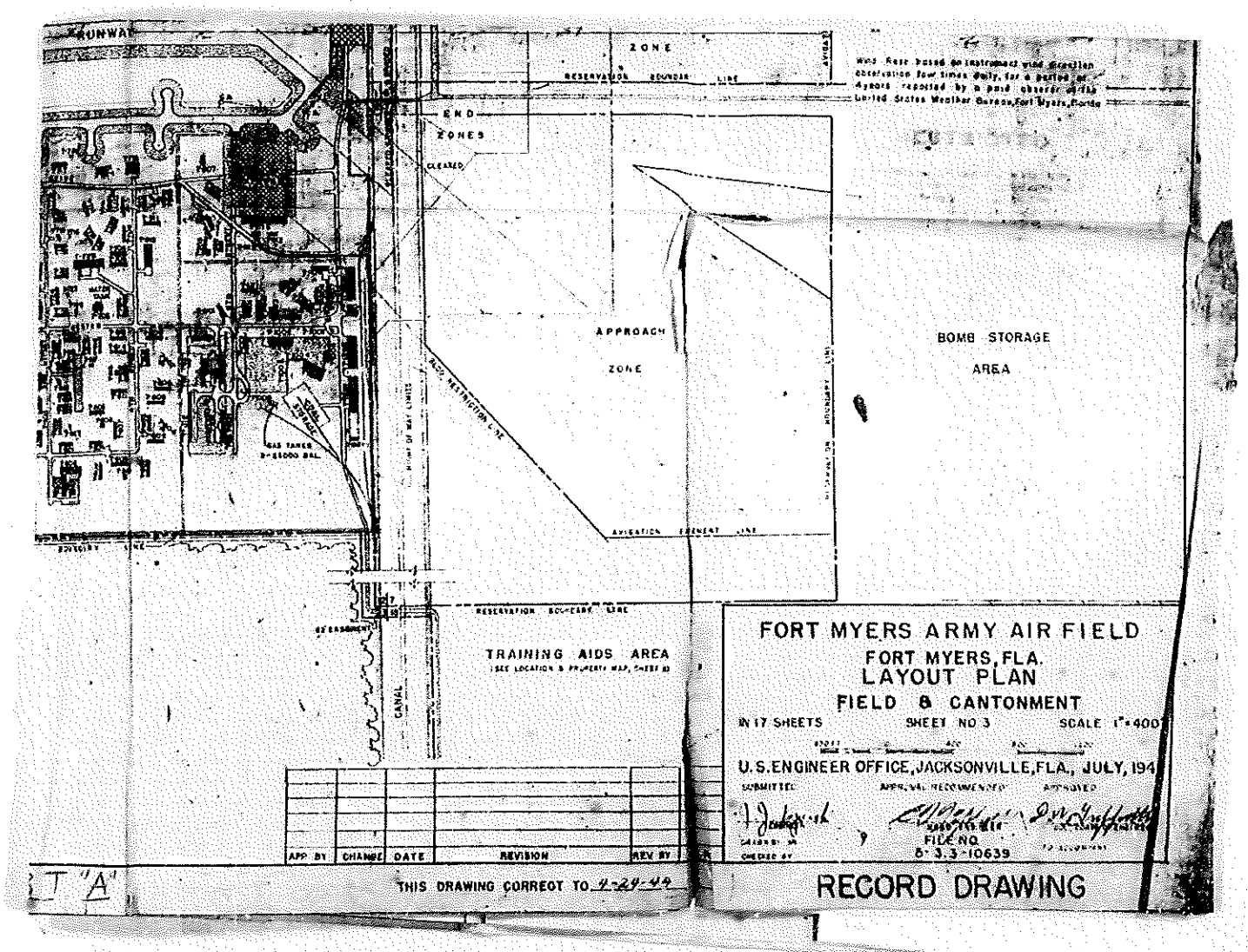
MISC BK 25



PAGE 269

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

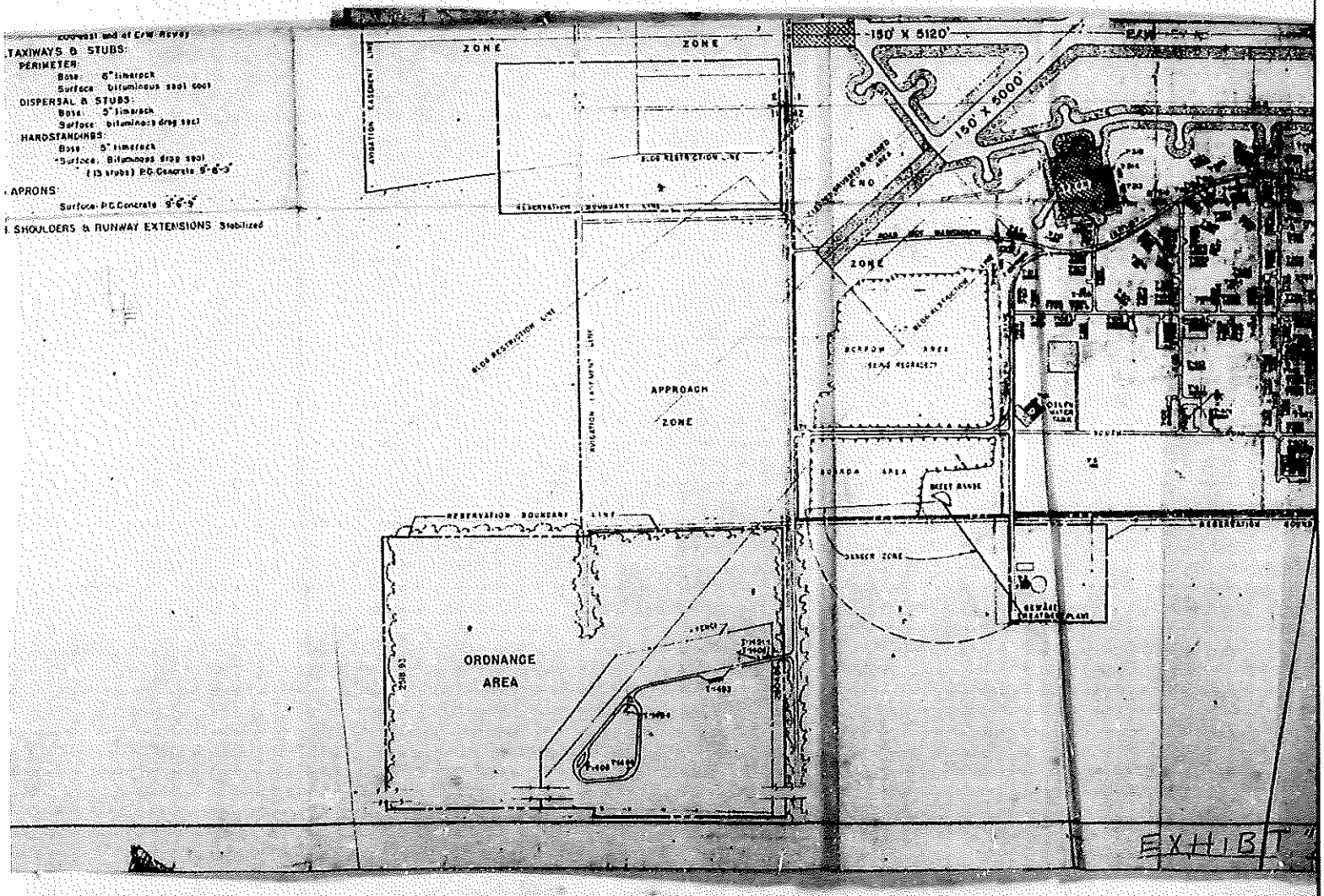
MISC BK 25



PAGE 269

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

MISC BK 25



PAGE 269

PREPARER:
Lee County Port Authority
16000 Chamberlin Parkway SE
Fort Myers, FL 33913
(941)-786-1000

37.50

DEED OF RELEASE 3933801

This instrument, a Deed of Release, made by the United States of America, Acting by and through the Administrator of the Federal Aviation Administration, Department of Transportation, under and pursuant to the powers and authority contained in the provisions of Public law 81-311 (63 Stat. 700), as amended, to the County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, hereinafter referred to as the Airport Owner, WITNESSETH:

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: HELEN CARROLL, D.C. •

WHEREAS, the United States of America, acting by and through the War Assets Administrator, under and pursuant to authority contained in the provisions of Executive order 9689, dated January 31, 1946, and the powers and authority contained in the provisions of the Surplus Property Act of 1944, (58 Stat. 765), as amended, and applicable rules, regulations, and orders by instruments of transfer entitled "Quitclaim Deed" dated June 4, 1947, did remise, release and forever quitclaim to County of Lee acting by and through its Board of County Commissioners, a political subdivision of the State of Florida, Florida, its successors and assigns, all rights, title and interest in and to that certain property located and situated in Lee County, Florida, subject to certain terms, conditions, reservations and restrictions, said Quitclaim Deed being recorded in the public records of Lee County, Florida, Miscellaneous Deed Book No. 25, Page 260, reference being hereto made as if fully set out herein; and

WHEREAS, the Airport Owner, through the Lee County Port Authority, has requested the United States of America to release the hereinafter described real property from all of those terms, conditions, reservations and restrictions of the said instrument(s) of transfer; and

WHEREAS, the Administrator of the Federal Aviation Administration is authorized to grant releases pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700), as amended; and

WHEREAS, by virtue of delegation of authority, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, under and pursuant to the powers and authority contained in Public Law 81-311 (63 Stat. 700) is authorized to make determinations on requests for Deed of Release and to execute said Deeds of Release to covey, quitclaim or release any right or interest reserved to the United States of America by an instrument of disposal; and

WHEREAS, the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, has determined that the release of such real property as is hereinafter described, from all of the said terms, conditions, reservations and restrictions set forth in the above identified instrument of transfer will not prevent accomplishment of the purpose for which the property was made subject to such terms, conditions, reservations and restrictions and is necessary to protect or advance the interests of the United States of America in civil aviation.

PG 1578 RECORDED

11/13/95 C13a

NOW THEREFORE, for and in consideration of the above expressed recitals and of the benefits to accrue to the United States and to civil aviation, the United States of America, upon inclusion by Lee County in the Instrument of Transfer conveying title to the hereinafter described real property of provisions as follows:

(1) That the Airport Owner reserves unto itself, its successors and assigns, for the use and benefit of the public a right of flight for the passage of aircraft in the airspace above the surface of the real property hereinafter described, together with the right to cause in said airspace such noise as may be inherent in the operations of aircraft, now known or hereafter used, for navigation of or flight in the said airspace, for use of said airspace for landing on, or taking off from or operating on Page Field.

(2) That the Airport Owner expressly agrees for itself, its successors and assigns, to restrict the height of structures, objects of natural growth and other obstructions on the hereinafter described real property to such a height so as to comply with Federal Aviation Regulations, Part 77.

(3) That the Airport Owner expressly agrees for itself, its successors and assigns, to prevent any use of the hereinafter described real property which would interfere with the landing or takeoff of aircraft at Page Field or interfere with air navigation and or communication facilities serving Page Field, or otherwise constitute an airport hazard.

HEREBY, releases the said real property from the terms, conditions, reservations, and restrictions as contained in the above-mentioned Instrument of Transfer from the United States of America to the Airport Owner dated June 4, 1947, which real property is described on the attached Exhibit A as Parcel A and Parcel 7-1.

This release is for the specific purpose of permitting the Airport Owner to obtain clear title to the above described property for construction of roadways and their associated right-of-ways.

By its acceptance of this Deed of Release the Airport Owner also covenants and agrees for itself, its successors and assigns, to comply with and observe all of the conditions and limitations hereof, which are expressly limited to the property described in the attached Exhibit A.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed in its name and on its behalf by the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, all as of the 25th day of October, 1995.

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DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

OR2688 PG1580

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION

By Charles E. Blair
Manager, Orlando Airports District Office
Airports Division, Southern Region
Federal Aviation Administration

STATE OF FLORIDA)
)ss
COUNTY OF ORANGE)

On this 25th day of October, 1995 before me a Notary Public in and for the County of Orange, State of Florida, personally appeared Charles E. Blair, known to me to be the Manager, Orlando Airports District Office, Airports Division, Southern Region, Federal Aviation Administration, and known to me to be the person whose name is subscribed to the within instrument and acknowledge that he executed the same on behalf of the Administrator of the Federal Aviation Administration and the United States of America.

ALLA LEE L. BLANEY
My Comm Exp. 1/27/99
Bonded By Service Ins
No. CC415327
[X] Personally Known [ ] Other I.D.

WITNESS my hand and official seal.

Alla Lee L. Blaney
Notary Public In and for said County and State

(SEAL)

My commission expires January 27, 1999

Accepted:

BOARD OF COUNTY COMMISSIONERS,
LEE COUNTY, FLORIDA, AIRPORT OWNER
By: _____
Chairman or Vice Chairman

Date: November 13, 1995

Attest:
Charlie Green, Ex-Officio Clerk
By: Dora L. Price
Deputy Clerk

Approved As To Form:
LEE COUNTY ATTORNEY'S OFFICE

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

EXHIBIT A

HMA PROJECT #94.43
JULY 19, 1995
REF.DWG. #B-1736
PAGE 1 OF 2

OR2688 PG1581

DESCRIPTION OF
PROPOSED RIGHT-OF-WAY TAKE
PARCEL 7-1

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTIONS 1 AND 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SECTION 12, TOWNSHIP 45 SOUTH, RANGE 24 EAST, THE SAME BEING THE SOUTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S. 00°31'15" W., ALONG THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 65.85 FEET; THENCE RUN S. 89°28'45" E., PERPENDICULAR TO THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 12, FOR A DISTANCE OF 33.00 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY NO. 41 (STATE ROAD NO. 45) AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N. 32°55'27" E. FOR A DISTANCE OF 70.57 FEET; THENCE RUN N. 72°31'00" E. FOR A DISTANCE OF 224.29 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1208.92 FEET, THROUGH A CENTRAL ANGLE OF 17°54'26", SUBTENDED BY A CHORD OF 376.30 FEET AT A BEARING OF N. 63°33'47" E., FOR A DISTANCE OF 377.83 FEET TO THE END OF SAID CURVE; THENCE RUN N. 50°29'49" E. FOR A DISTANCE OF 103.19 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N. 40°17'12" W. A DISTANCE OF 1205.92 FEET THEREFROM; THENCE RUN NORTHEASTERLY AND NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1205.92 FEET, THROUGH A CENTRAL ANGLE OF 62°03'57", SUBTENDED BY A CHORD OF 1243.37 FEET AT A BEARING OF N. 18°40'50" E., FOR A DISTANCE OF 1306.31 FEET TO A POINT OF TANGENCY; THENCE RUN N. 12°21'09" W. FOR A DISTANCE OF 1182.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 894.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1200.68 FEET AT A BEARING OF N. 29°46'41" E., FOR A DISTANCE OF 1316.12 FEET TO A POINT OF TANGENCY; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 21.85 FEET; THENCE RUN N. 85°24'16" E. FOR A DISTANCE OF 51.42 FEET; THENCE RUN N. 71°54'32" E. FOR A DISTANCE OF 153.11 FEET; THENCE RUN S. 80°26'03" E. FOR A DISTANCE OF 63.55 FEET; THENCE RUN S. 48°05'28" E. FOR A DISTANCE OF 71.91 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHERLY; THENCE RUN SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 212.00 FEET, THROUGH A CENTRAL ANGLE OF 91°30'15", SUBTENDED BY A CHORD OF 303.72 FEET AT A BEARING OF N. 86°09'31" E., FOR A DISTANCE OF 338.57 FEET TO A POINT OF TANGENCY; THENCE RUN N. 40°24'32" E. FOR A DISTANCE OF 149.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY AND EASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 278.00 FEET, THROUGH A CENTRAL ANGLE OF 49°22'43", SUBTENDED BY A CHORD OF 232.24 FEET AT A BEARING OF N. 65°05'53" E., FOR A DISTANCE OF 239.59 FEET TO A POINT OF TANGENCY; THENCE RUN N. 89°47'14" E. FOR A DISTANCE OF 219.38 FEET; THENCE RUN N. 00°18'07" W. FOR A DISTANCE OF 19.83 FEET TO A POINT 20.00 FEET SOUTHERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTH LINE OF THE SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1, THE SAME BEING A POINT ON THE SOUTHERLY BOUNDARY OF THAT PARCEL OF LAND DESCRIBED IN DEED BOOK 143 OF PAGE 576 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S. 89°06'35" W., PARALLEL WITH THE NORTH LINE OF THE

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Hole, Montes & Associates, Inc.
Engineers / Planners / Surveyors

Naples
Ft. Myers
Bonita Springs

OR2688 PG1582

HMA PROJECT #94.43
JULY 19, 1995
REF.DWG. #B-1736
PAGE 2 OF 2

SOUTH 1/2 OF THE NORTHWEST 1/4 OF SAID SECTION 1 AND ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN SAID DEED BOOK 143 AT PAGE 576, FOR A DISTANCE OF 1193.27 FEET; THENCE RUN S. 42°46'42" E. FOR A DISTANCE OF 119.45 FEET; THENCE RUN S. 71°54'32" W. FOR A DISTANCE OF 94.52 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY AND SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1017.93 FEET, THROUGH A CENTRAL ANGLE OF 84°15'40", SUBTENDED BY A CHORD OF 1365.70 FEET AT A BEARING OF S. 29°46'41" W., FOR A DISTANCE OF 1497.00 FEET TO A POINT OF TANGENCY; THENCE RUN S. 12°21'09" E. FOR A DISTANCE OF 1102.45 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN SOUTHERLY AND SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1082.92 FEET, THROUGH A CENTRAL ANGLE OF 61°48'25", SUBTENDED BY A CHORD OF 1112.35 FEET AT A BEARING OF S. 18°33'04" W., FOR A DISTANCE OF 1168.18 FEET TO THE END OF SAID CURVE; THENCE RUN S. 53°48'02" W. FOR A DISTANCE OF 97.76 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 35°22'00" W. A DISTANCE OF 1079.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1079.92 FEET, THROUGH A CENTRAL ANGLE OF 14°32'14", SUBTENDED BY A CHORD OF 273.26 FEET AT A BEARING OF S. 61°54'07" W., FOR A DISTANCE OF 274.00 FEET TO THE END OF SAID CURVE; THENCE RUN S. 05°05'50" W. FOR A DISTANCE OF 47.25 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N. 18°23'28" W. A DISTANCE OF 1067.92 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1067.92 FEET, THROUGH A CENTRAL ANGLE OF 00°54'28", SUBTENDED BY A CHORD OF 16.92 FEET AT A BEARING OF S. 72°03'46" W., FOR A DISTANCE OF 16.92 FEET TO A POINT OF TANGENCY; THENCE RUN S. 72°31'00" W. FOR A DISTANCE OF 150.58 FEET; THENCE RUN N. 45°59'18" W. FOR A DISTANCE OF 81.31 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. HIGHWAY 41; THENCE RUN S. 00°06'55" E., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 201.94 FEET; THENCE RUN S. 00°31'15" W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 66.03 FEET TO THE POINT OF BEGINNING, CONTAINING 17.234 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

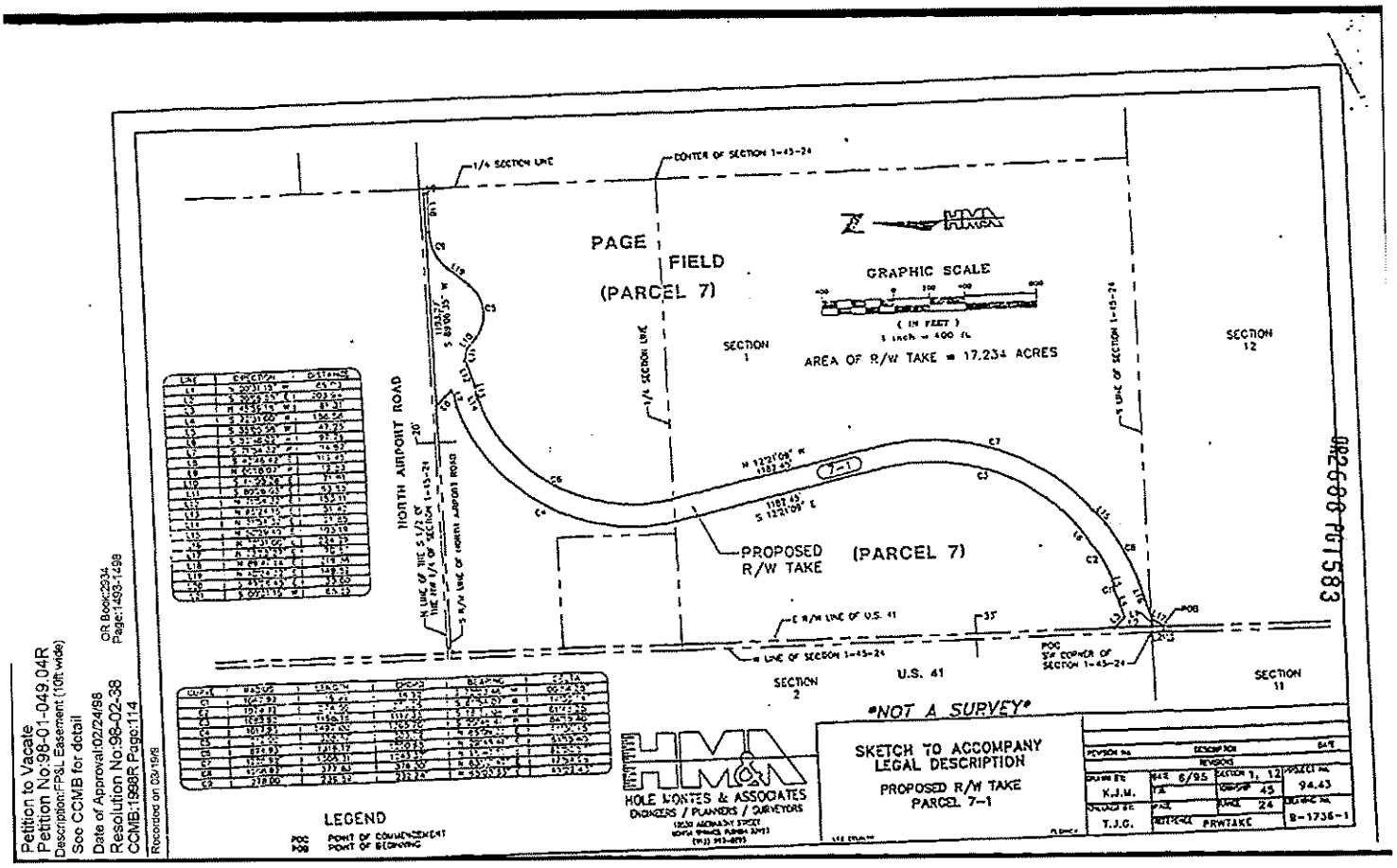
BEARINGS REFER TO THE WEST LINE OF THE SOUTHWEST 1/4 OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, AS BEING S. 00°06'55" E.

HOLE, MONTES & ASSOCIATES, INC.

BY _____
THOMAS J. GARRIS

P.L.S. #3741
STATE OF FLORIDA

10550 Abernathy Street / Bonita Springs, Florida 33923 / (813) 992-0795 / FAX (813) 992-2327


PAGE FIELD
(PARCEL 7)
GRAPHIC SCALE
AREA OF R/W TAKE = 17.234 ACRES
SECTION 1
SECTION 12
SECTION 2
SECTION 11
NORTH AIRPORT ROAD
PROPOSED R/W TAKE
(PARCEL 7)
U.S. 41
POB
POC
LEGEND
"NOT A SURVEY"
SKETCH TO ACCOMPANY LEGAL DESCRIPTION
PROPOSED R/W TAKE
PARCEL 7-1
HOLE MONTES & ASSOCIATES
ENGINEERS / PLANNERS / SURVEYORS
Petition to Vacate
Petition No:98-01-049.04R
Description:FP&L Easement (10ft wide)
See CCMB for detail
Date of Approval:02/24/98
Resolution No:98-02-38
CCMB:1998R Page:114
Recorded on 03/19/98
OR Book:2934 Page:1493-1498
OR2000 PG1583

(PARCEL A)

DESCRIPTION
OF

OR2688 PG1584

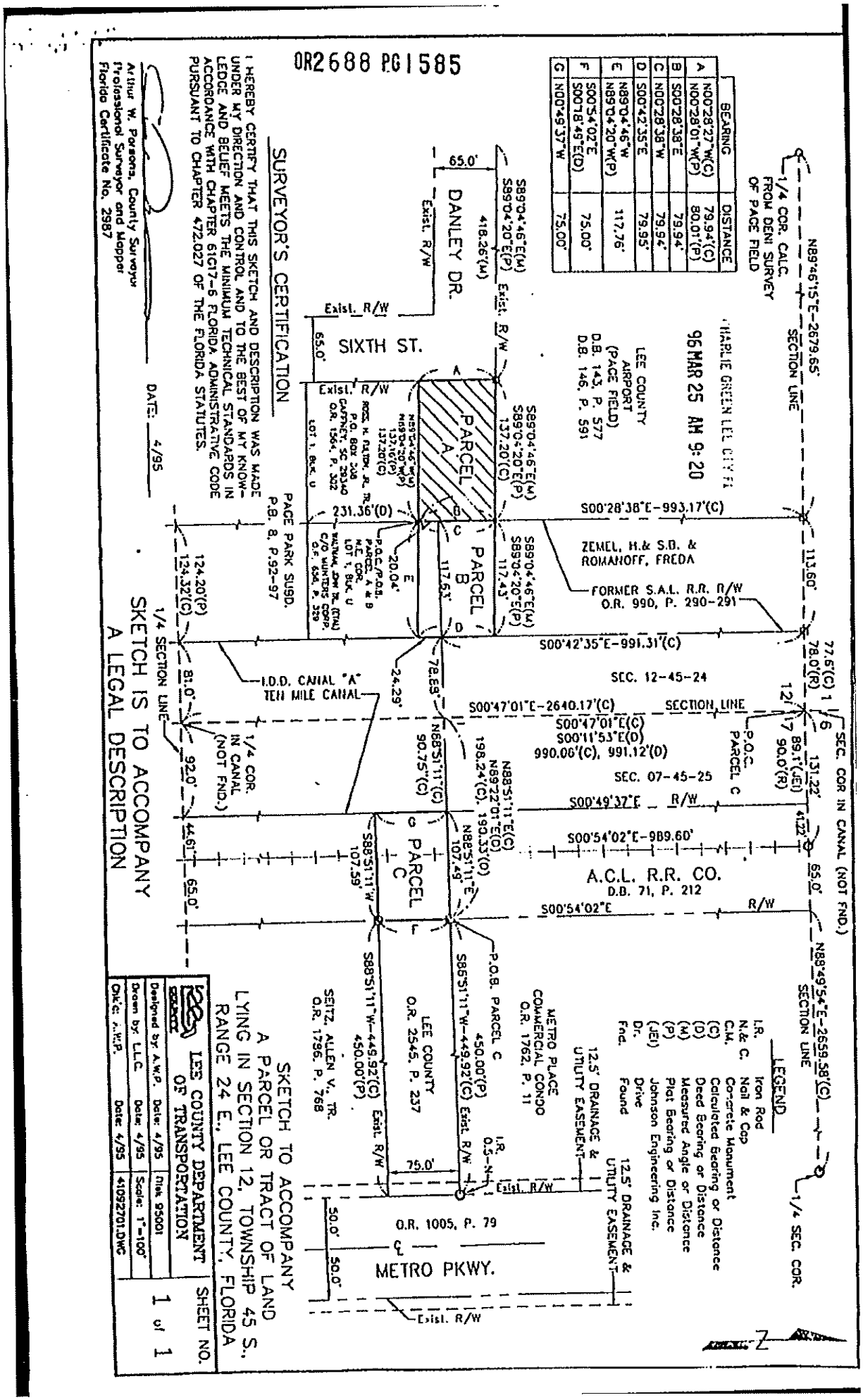
A tract or parcel of land lying in and being a part of Lee County Airport (Page Field) bounded on the south by Lot 1, Block U, on the west by the east right of way line of Sixth Street, on the north by the easterly prolongation of the north right of way line of Danley Drive, all of which are shown on the Plat of Page Park, a Subdivision recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, and on the east by a parcel recorded in Official Record Book 990 at Pages 290 and 291 Public Records of Lee County, Florida, Section 12, Township 45 South, Range 24 East being more particularly described as follows:

Commencing at the northeast corner of Lot. 1, Block U at the northeast corner of Page Park Subdivision as recorded in Plat Book 8 at Pages 92 through 97, Public Records of Lee County, Florida, said northeast corner being the point of beginning of the tract or parcel described herein; thence N89°04'46"W (N89°04'20"W-Plat) along the north line of said Lot 1, Block U for 137.20 feet (137.16 feet-Plat) to the northwest corner of said Lot 1 and the east right of way line of Sixth Street (65 feet in width); thence N00°28'27"W (N00°28'01"W-Plat) for 79.94 feet (80.01 feet-Plat) to the north right of way line of Danley Drive; thence S89°04'46"E (S89°04'20"E-Plat) along the easterly prolongation of the north right of way line of Danley Drive for 137.20 feet to the westerly line of the former S.A.L. Railroad right of way as recorded in Official Record Book 990 at Pages 290 and 291, Public Records of Lee County, Florida, thence S00°28'38"E along said right of way line for 79.94 feet to the northeast corner of said Lot 1, Block U of aforesaid Page Park Subdivision and the point of beginning, containing 10,964.72 square feet (0.2517 acres) more or less.

Bearings mentioned hereinabove are based on The Florida Coordinate System, West Zone (NAD 83) 1990 Adjustment with the north line of the northeast quarter (NE 1/4) of Section 12, Township 45 south, 24 east as bearing N89°46'15"E.

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. 2987

(dottpce/14725)



	BEARING	DISTANCE
A	N00°28'27"W(C) N00°28'01"W(P)	79.94'(C) 80.01'(P)
B	S00°28'38"E	79.94'
C	N00°28'38"W	79.94'
D	S00°42'35"E	79.95'
E	N89°04'46"W N89°04'20"W(P)	117.76'
F	S00°54'02"E S00°18'49"E(D)	75.00'
G	N00°49'37"W	75.00'

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2020000200837, Doc Type MTG, Pages 31, Recorded 8/26/2020 at 12:21 PM, Deputy Clerk WMILLER
Rec Fees: $265.00 Mtg Tax: $11,550.00 Int Tax: $6,600.00

After recording return to:
Lee Riley Law, LLC
2203 Gibson Avenue
Wilmington, NC 28403

PURCHASE MONEY MORTGAGE
(SBA Loan No. 54542282-01)

THIS PURCHASE MONEY MORTGAGE (this "Mortgage") is made this 20 day of August, 2020, by MORALEZ REAL ESTATE LLC, a Florida limited liability company, its successors and assigns, whose mailing address is 1441 SE 13th Terrace, Cape Coral, FL 33990 (the "Mortgagor"), and LIVE OAK BANKING COMPANY, its successors and assigns, whose mailing address is 1741 Tiburon Drive, Wilmington, NC 28403 (the "Mortgagee").

WHEREAS, the Mortgagee has agreed to loan to the Mortgagor, and LOU'S TOTAL CAR CARE, INC. (collectively the "Borrower"), the principal sum of Three Million Three Hundred Thousand and No/100 Dollars ($3,300,000.00) (the "Principal Sum") for which Principal Sum the Borrower has delivered a promissory note of even date herewith, payable to the order of the Mortgagee, which promissory note, together with any extensions or renewals thereof or substitutions therefor, is referred to as the "Note"; and

WHEREAS, the Mortgagor wishes and intends, by the execution and delivery of this Mortgage, to secure (a) the full and punctual payment of (i) the Principal Sum, all interest thereon and all late charges and other fees and expenses due pursuant to the terms of the Note, and (ii) certain other indebtedness as hereinafter set forth, and (b) the performance of, and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained in the Note, this Mortgage and all other documents executed and/or delivered in connection with the borrowing hereinabove described.

NOW, THEREFORE, THIS MORTGAGE WITNESSETH, that the Mortgagor, in consideration of the premises and the sum of One Dollar ($1.00) lawful money of the United States of America, to the Mortgagor in hand paid, the receipt and sufficiency of which are hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey all of the fee simple or leasehold interest (as indicated in the Title Policy) in the Land (commonly known as **4551 S. Cleveland Avenue, Fort Myers, FL 33907**, and as more fully described on **Exhibit A** attached hereto and made a part hereof) unto the Mortgagee, its successors and assigns.

TOGETHER with all right, title and interest of the Mortgagor, including any after-acquired title or reversion, in and to the beds of the ways, streets, avenues and alleys adjoining the Land.

TOGETHER with all and singular the rights, alleys, ways, tenements, hereditaments, easements, appurtenances, passages, waters, water rights, water courses, riparian rights, liberties, advantages, accessions and privileges now or hereafter appertaining to the Property or any part thereof, including, but not limited to, any homestead or other claim at law or in equity, the reversion or reversions, remainder or remainders thereof, and also all the estate, property, claim, right, title or interest now owned or hereafter acquired by the Mortgagor in or to the Property or any part thereof.

TOGETHER with all improvements, alterations, structures and buildings now existing or hereafter erected or placed on the Land or any portion thereof (the "Improvements").

TOGETHER with all of the Mortgagor's right, title and interest in and to the property described on Exhibit B attached hereto and made a part hereof. All of the Equipment, so far as permitted by law, shall be deemed to be fixtures and part of the Land and of the Improvements, and as to any part of the Equipment not deemed or permitted by law to be fixtures, this Mortgage shall also constitute a security agreement under the U.C.C. and, pursuant thereto, and in order to secure the repayment of the Indebtedness and the performance of the obligations intended to be secured by this Mortgage, the Mortgagor hereby grants to the Mortgagee a security interest under the U.C.C. in and to such part of the Equipment not deemed or permitted by law to be fixtures, and the proceeds (cash and non-cash) thereof, including the Net Proceeds. With respect to the part of the Equipment not deemed or permitted by law to be fixtures, the Mortgagee shall have all the rights and remedies of a Mortgagee under the U.C.C.

TOGETHER with all proceeds (cash and non-cash), products and conversions of the Property; all improvements, accessions, additions, appurtenances and betterments to, extensions, renewals and replacements of, and/or substitutions for the Property; all of the Property, whether now or hereafter owned or acquired by the Mortgagor or (except as otherwise provided herein) others; and all books and records respecting all of the Property and the foregoing, all of the property described in this paragraph being included within the Property.

To secure to the Mortgagee for the benefit of the Mortgagee (a) the payment of the Indebtedness and (b) the performance of the Obligations.

PROVIDED, HOWEVER, that until the occurrence of an Event of Default hereunder, and subject to any provisions hereof to the contrary, the Mortgagor shall have the right to remain in peaceful possession of the Property, and the license to collect, receive and retain the rents, revenues, profits, proceeds, income and royalties therefrom.

PROVIDED, FURTHER, that if the Mortgagor shall pay or cause to be paid to the Mortgagee the Indebtedness in full at the time and in the manner stated in the Note and in this Mortgage and the other Loan Documents at any time before the sale hereinafter provided for, and shall well and truly perform the Obligations, then these presents and the estate granted hereby shall cease, determine and become void, and upon proof given to the satisfaction of the Mortgagee that the Indebtedness has been so paid or satisfied in full and that the Obligations have been fully performed, the Mortgagee shall (upon the receipt of the written request of the Mortgagee and at the expense of the Mortgagor) release and discharge the lien and terminate the security interest of this Mortgage of record upon payment to the Mortgagee of a fee for the release and reconveyance of the Property or any partial release and reconveyance thereof.

AND THIS MORTGAGE FURTHER WITNESSETH, that the Mortgagor hereby represents, warrants, covenants and agrees as follows, and stipulates that a breach of any of the following representations, warranties, covenants and agreements shall be deemed a breach of a material condition of this Mortgage and of the other Loan Documents.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The capitalized terms used in this Mortgage shall have the meanings indicated below unless the specific context in which such terms are used in this Mortgage requires a different meaning. All capitalized terms which are not otherwise defined herein and which are defined in Title 9 of the U.C.C. shall have the meanings set forth therein.

"Accounts," "Chattel Paper," "Contract Rights," "Documents," "Equipment," "Fixtures," "General Intangibles," "Goods," and "Instruments" shall have the same respective meanings as are applicable to those terms in the Florida Uniform Commercial Code-Secured Transactions, Title 9, Commercial Law Article, Annotated Code of Florida, as amended. The term "Fixtures" shall have the meaning provided by the common law of the state in which the fixtures are physically located.

"Affiliate" means (a) any officer, owner of any interest, or director of the Mortgagor ("Affiliated Individuals"); (b) any member of the immediate family of any Affiliated Individual; (c) any Subsidiary of the Mortgagor (d) any Person which, directly or indirectly, controls, is controlled by or is under common control or ownership with the Mortgagor and (e) any Person which is under the control of Affiliated Individuals. For the purposes of this definition, the term "control" means the ownership of ten percent (10%) or more of the beneficial interests in the firm or entity referred to, and the term "immediate family" means spouses, ancestors, lineal descendants, and brothers and sisters of the person in question including those adopted.

"Building" means, collectively, the buildings and other structures and improvements located on the Land.

"Business Day" means any day other than a Saturday or Sunday or a day that is a legal holiday or on which banks are authorized to close.

"Closing Date" means the date of this Mortgage.

"Collateral" means all of the property, real, personal and mixed, with respect to which the Mortgagor has granted a security interest to the Mortgagee pursuant to this Mortgage.

"Environmental Requirements" has the meaning given such term in Section 4.27 of this Mortgage.

"Equipment" has the meaning given this term in Exhibit B to this Mortgage.

"Event of Default" and "default" mean those events described in Article VII hereof, and any default or event of default under any other Loan Document.

"G.A.A.P." means generally accepted accounting principles consistently applied and maintained throughout the period indicated and consistent with the prior financial practices of the Mortgagor, except for changes mandated by the Financial Accounting Standards Board or any similar accounting authority of comparable standing. Whenever any accounting term is used in the

Loan Documents which is not specifically defined in the Loan Documents, it shall be interpreted in accordance with G.A.A.P.

"Hazardous Materials" means (i) any "hazardous waste" as defined by the Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901 et seq.), as amended from time to time, and regulations promulgated thereunder; (ii) any "hazardous substance" as defined by the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (42 U.S.C. 9601 et seq.), as amended from time to time, and regulations promulgated thereunder; (iii) any "oil, petroleum products and their by-products" as defined by Florida Environment Code Ann., Section 4-411(3)(i), as amended from time to time, and regulations promulgated thereunder; (iv) any "hazardous substance" as defined by the Florida Environment Code Ann., Section 7-201(b), as amended from time to time, and regulations promulgated thereunder; (v) any "asbestos material" as defined by the Florida Environment Code Ann., Title 6, Subtitle 4, as amended from time to time, and regulations promulgated thereunder, and/or as defined by 40 C.F.R. Section 61.141, as amended from time to time; (vi) any "radon gas" in excess of levels recommended in U.S. Environmental Protection Agency Guidance Documents, as modified from time to time, or lower levels as provided by any applicable law or regulation now or hereafter in effect; (vii) any "infectious waste" as defined by Florida Environment Code Ann., Section 9-227, as amended from time to time, and regulations promulgated thereunder; (viii) any substance the presence of which on any property attributable to the operations of the Borrower is prohibited, restricted or regulated by any law or regulation similar to those laws, regulations and/or other documents set forth above, including without limitation, polychlorinated biphenyls (PCBs) and lead-based paints; and (ix) any other substance which by law or regulation requires special handling in its collection, generation, storage, transportation, treatment or disposal.

"Improvements" has the meaning given such term in the granting clauses of the Mortgage.

"Indebtedness" means as to the Mortgagor all items of indebtedness, obligation or liability, whether matured or unmatured, liquidated or unliquidated, direct or contingent, joint or several, including the Obligations and including, but not limited to:

(a) All indebtedness guaranteed, directly or indirectly, in any manner or endorsed (other than for collection or deposit in the ordinary course of business) or discounted with recourse;

(b) All indebtedness in effect guaranteed, directly or indirectly, through agreements, contingent or otherwise (1) to purchase such indebtedness or (2) to purchase, sell or lease (as lessee or lessor) property, products, materials or supplies or to purchase or sell services, primarily for the purpose of enabling the debtor to make payment of such indebtedness or to assure the owner of the indebtedness against loss, or (3) to supply funds to or in any manner to invest in the debtor;

(c) All indebtedness secured by (or for which the holder of such indebtedness has a right, contingent or otherwise, to be secured by) any mortgage, deed of trust, pledge, lien, security interest or other charge or encumbrance upon property owned or acquired subject thereto, whether or not the liabilities secured thereby have been assumed; and

(d) All indebtedness incurred as the lessee of goods or services under leases that, in accordance with G.A.A.P., should not be reflected on the balance sheet of the lessee.

"Inspector" means an independent engineer licensed to practice in the State and appointed by the Mortgagee.

"Land" means the parcels of land described on Exhibit A to this Mortgage.

"Leases" means any and all existing and future leases or subleases for all or any portion of the Security, but does not include any arrangement, contract, license or agreement by and between Mortgagor and any client or customer of Mortgagor pursuant to which Mortgagor dedicates a portion of the Security for use in connection with or in furtherance of the performance by Mortgagor of services for, or the provision of goods to, such client or customer, or any like or similar arrangement.

"Lessees" means any and all present and future lessees or sublessees under any Lease of all or any portion of the Security.

"Loan" or "Loan Proceeds" means the maximum total principal amount which the Lender has agreed to lend to the Borrower under this Agreement, which is Three Million Three Hundred Thousand and No/100 Dollars ($3,300,000.00).

"Loan Documents" means all documents executed and/or delivered by the Mortgagor or others in connection with Loan, including but not limited to, the Note, this Mortgage, the Loan Agreement, and any financing statements.

"Obligations" means the absolute obligation of the Mortgagor to pay to the Mortgagee (a) any and all sums due to the Mortgagee under the stated terms of the Loan, this Mortgage or the Loan Documents, (b) any and all sums reasonably advanced by the Mortgagee to preserve or protect the Security and the value of the Security or to preserve, protect or perfect the Mortgagee's security interest or lien in the Security, (c) in the event of any proceeding to enforce the collection of the obligations, or any of them, after default, the reasonable expenses incurred in connection with the retaking, holding, preparing for sale, selling or otherwise disposing of or realizing on the Security or of any exercise by the Mortgagee of the Mortgagee's rights in the Event of Default, together with reasonable attorneys' fees, expenses of collection and court costs, as provided in the Loan Documents, (d) any obligations or liability of the Mortgagor to the Mortgagee arising out of any letter of credit issued by the Mortgagee for the account or benefit of the Mortgagor, and (e) any other indebtedness or liability of the Mortgagor to the Mortgagee, whether direct or indirect, joint or several, absolute or contingent, now or hereafter existing so long as the Loan is in effect, however created or arising, and however evidenced.

"Permitted Liens" means:

(a) Liens for taxes, assessments or similar charges incurred in the ordinary course of business that are not yet due and payable.

(b) Pledges or deposits made in the ordinary course of business to secure payment of workmen's compensation or to participate in any fund in connection with workmen's compensation, unemployment insurance, old age pensions or other Social Security programs.

(c) Good faith pledges or deposits made in the ordinary course of business to secure performance of bids, tenders, contracts (other than for repayment of borrowed money) or leases, not in excess of ten percent (10%) of the aggregate amount due thereunder, or to secure statutory obligations, or a surety, appeal, indemnity, performance or other similar bonds required in the ordinary course of business.

(d) Encumbrances consisting of zoning restrictions, easements or other restrictions on the use of real property, none of which mutually impairs the use of the Property by the Mortgagor in the operation of the business of the Mortgagor and none of which is violated in any material respect by existing or proposed structures or land uses.

(e) Liens in favor of the Mortgagee, including the lien of this Mortgage, or liens in favor of purchase money financiers.

"Person" means any individual, corporation, partnership, association, joint stock company, trust, unincorporated organization, joint venture, court or government or political subdivision or agency thereof.

"Property" means the Land, the Building and all other property, whether real, personal or mixed, described in this Mortgage and all improvements thereto and betterments thereon, including all of the Collateral deemed to be fixtures.

"Records" means correspondence, memoranda, tapes, discs, papers, books and other documents, or transcribed information of any type, whether expressed in ordinary, computer or machine language.

"Release" means any spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, or dumping.

"Remedial Action" means (a) the clean-up or removal of Hazardous Substances; (b) such action as may be reasonably necessary to monitor, assess, or evaluate the Release or threatened Release of Hazardous Substances; (c) the proper disposal or removal of Hazardous Substances; (d) the taking of such other actions as may be reasonably necessary to prevent, minimize, or mitigate the damages caused by a Release or threatened Release of Hazardous Substances to the public health or welfare or to the environment; and (e) the providing of emergency assistance after a Release. Remedial Actions include but are not limited to such actions, so long as reasonably taken, at the location of a Release as: storage; confinement; perimeter protection using dikes, trenches, or ditches; clay cover; neutralization; clean-up of Hazardous Substances or contaminated materials; recycling or reuse; diversion; destruction; segregation of reactive wastes; dredging or excavations; repair or replacement of leaking containers; collection of leachate and runoff; onsite treatment or incineration; providing alternative water supplies; and any monitoring reasonably required to assure that such actions protect the public health and welfare and the environment.

"Security" means, collectively, the Property and the Collateral.

"Solvent" means, as to any Person, that such Person at the time of determination (a) owns assets whose fair saleable aggregate value is greater than the amount required to pay all of its liabilities; (b) is able to pay all of its liabilities as such liabilities mature; and (c) has paid in and unimpaired capital sufficient to carry on its business and transactions and all business and transactions in which it engages or is about to engage.

"State" means the State of Florida.

"Subsidiary" means any corporation of which the Mortgagor directly or indirectly owns or controls at the time: (a) at least a majority of the outstanding stock having under ordinary circumstances (not dependent upon the happening of a contingency) voting power to elect a majority of the board of directors (in the case of a corporation having directors); or (b) a majority of the voting stock of any corporation not having directors. The term "Subsidiary" also means any

general or limited partnership or other entity of which more than fifty percent (50%) of the outstanding partnership interests or ownership interests shall, at the time of determination, be owned directly, or indirectly through one or more intermediaries, by the Mortgagor.

"Taxes" means all taxes, water rents, sewer rents, assessments, utility charges (whether public or private) and other governmental or municipal or public or private dues, charges and levies and any prior liens (including federal tax liens) for such which are or may be levied, imposed or assessed upon the Security or any part thereof or upon the rents, issues, income or profits thereof, whether any or all of the aforementioned be levied directly or indirectly or as excise taxes or as income taxes.

"Title Policy" means the title insurance policy, binder or commitment issued by a title company acceptable to the Mortgagee with respect to the Property, which Title Policy shall be acceptable and updated through the Closing Date and the date on which the Mortgage has been recorded among the appropriate land records office.

"U.C.C." means the Florida Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Florida, and as amended, supplemented or modified from time to time.

Section 1.02. Rules of Construction. The words "hereof," "herein," "hereunder," "hereto," and other words of similar import refer to this Mortgage in its entirety.

The terms "agree" and "agreement" contained herein are intended to include and mean "covenant" and "covenants."

References to Articles, Sections, and other subdivisions of this Mortgage are to the designated Articles, Sections, and other subdivisions of this Mortgage as originally executed.

The headings of this Mortgage are for convenience only and shall not define or limit the provisions hereof.

The use of the word "including" is intended to set forth examples and not constitute a limitation on the general statement preceding such use of the word "including" and shall be deemed to mean "including but not limited to" unless expressly set forth to the contrary.

ARTICLE II

TERMS OF THE LOAN

Section 2.01. Terms of the Loan. Upon the terms and subject to the conditions contained herein and in the Loan Documents, the Mortgagee shall advance the Principal Sum to the Mortgagor, for the purposes herein described, on the Closing Date.

Section 2.02. Payments to the Beneficiary. All sums payable to the Mortgagee hereunder shall be paid, on or before the date on which the same become due and payable, to the Mortgagee (or as otherwise directed by the Mortgagee) in immediately available funds.

Section 2.03. Payments are Provisional. All payments made by the Mortgagor to the Mortgagee on any of the Obligations shall be provisional and shall not be considered final unless and until such payment is not subject to avoidance under any provision of the United States Bankruptcy Code, as amended, including Sections 547 and 550, or any state law governing

insolvency or creditors' rights. If any payment is avoided or set aside under any provision of the United States Bankruptcy Code, including Section 547 and 550, or any state law governing insolvency or creditors' rights, the payment shall be considered not to have been made for all purposes of this Mortgage, and the Mortgagee shall adjust its records to reflect the fact that the avoided payment was made and has not been credited against the Obligations.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

To induce the Mortgagee to make the Loan and to enter into this Mortgage, the Mortgagor makes the representations and warranties set forth in this Article III. The Mortgagor acknowledges the Mortgagee's justifiable right to rely upon these representations and warranties.

Section 3.01. Status. The Mortgagor is validly organized under the Laws of the State of Florida and its operations and affairs have been effectively and validly commenced. The Mortgagor has the power to own its properties, conduct its business and affairs, and enter into the Loan and perform the Obligations. The Mortgagor's entry into the Loan with the Mortgagee has been validly and effectively approved by its members as may be required by its organizational documents and applicable laws. All copies of the organizational documents and resolutions of the Mortgagor submitted to the Mortgagee are true, accurate, and complete and no action has been taken in diminution or abrogation thereof. The Mortgagor has not changed its name, been the surviving partnership in a merger, or changed the location of its chief executive office within the last twelve (12) years, except as otherwise disclosed to Mortgagee in writing. The Mortgagor does not trade under any trade or fictitious names.

Section 3.02. Warranty of Title. The Mortgagor represents and warrants that, at the time of the execution and delivery of this Mortgage, the Mortgagor is the owner of the fee simple legal title to, and is lawfully seized and possessed of, the Property. The Mortgagor has the right and authority to convey the Property and does hereby warrant specially, and agrees to defend, the Property and the title thereto, whether now owned or hereafter acquired, against all claims and demands of the Mortgagor and every Person claiming by, through or under Mortgagor.

Section 3.03. Authority. The Mortgagor has full power and authority to enter into and execute and deliver this Mortgage and each of the other Loan Documents executed and delivered by it and to incur and perform the Obligations provided for herein and therein (including the borrowing under the Loan). No further consent or approval of any other Person or public authority or regulatory body is required as a condition to the validity or enforceability as against Mortgagor of this Mortgage or any of the other Loan Documents, or if required, the same has been obtained.

Section 3.04. Binding Agreements. This Mortgage and each of the other Loan Documents executed and delivered by the Mortgagor have been duly and properly executed by the Mortgagor, constitute the valid and legally binding obligations of the Mortgagor and are fully enforceable against the Mortgagor in accordance with their respective terms.

Section 3.05. Litigation. There is no litigation or proceeding pending or, so far as the Mortgagor knows, threatened, before any court or administrative agency which will materially adversely affect the financial condition of the Mortgagor or the authority of the Mortgagor to enter into, or the validity or enforceability of, this Mortgage or any of the other Loan Documents or the ability of the Mortgagor to perform the Obligations.

Section 3.06. No Conflicting Agreements. There is (i) no provision in any existing mortgage, indenture, contract or agreement binding on the Mortgagor or affecting any property of the Mortgagor, (ii) no provision of law or order of court binding upon the Mortgagor or affecting any property of the Mortgagor, and (iii) no preference partnership provision, which would conflict with or in any way prevent the execution, delivery or performance of the terms of this Mortgage or of any of the other Loan Documents executed and delivered by the Mortgagor or which would be in default or violated as a result of such execution, delivery or performance.

Section 3.07. Financial Position. The financial statements of the Mortgagor heretofore delivered to the Mortgagee are complete and correct in all material respects and fairly present the financial position of the Mortgagor as of the dates and for the periods referred to therein and have been prepared accurately to reflect the assets and liabilities of the Mortgagor. There are no liabilities, direct or indirect, fixed or contingent, of the Mortgagor as of the date of such financial statements, which are not reflected therein or in the notes thereto. There has been no material adverse change in the financial condition or operations of the Mortgagor since the date of such financial statements (and to the Mortgagor's knowledge no such material adverse changes are pending or threatened), and the Mortgagor has not guaranteed the obligations of, or made any investment in or loans to, a Person or other entity except as disclosed in such financial statements. The Mortgagor has good and marketable title to all of its properties and assets, and all such properties and assets are free and clear or mortgages, pledges, liens, charges and other encumbrances, except as reflected in such financial statements or in the notes thereto, and except for Permitted Liens.

Section 3.08. Tax Returns. The Mortgagor has filed all required federal, state and local tax or information returns and have paid all taxes shown on such returns as they have become due, and there is no current on-going audit of any of them by either the State or federal governments.

Section 3.09. Title to Collateral. The Mortgagor owns the Collateral subject only to the Permitted Liens.

Section 3.10. Broker's Commission. The Mortgagor has not made any agreement or taken any action which may cause anyone to become entitled to a commission or finder's fee as a result of the making of the Loan.

Section 3.11. Non-existence of Defaults. The Mortgagor is not in default, nor shall the passing of time or the giving of notice result in the occurrence of a default with respect to any of its existing Indebtedness.

Section 3.12. Leases in Good Standing. The Mortgagor enjoys peaceful and undisturbed possession under all Leases under which it is now operating, and all said Leases are valid, subsisting and in full force and effect and the Mortgagor is not in violation of any material term of any such Lease. Each such Lease contains terms acceptable to the Mortgagor.

Section 3.13. Public Utilities. The Mortgagor has not received any notification that any Public Utility, the receivables of which are or are requested to be part of the basis for an advance under the Loan, is the subject of any federal or state insolvency proceedings.

Section 3.14. Debt. The Mortgagor has no credit agreements, indentures, purchase agreements, guaranties, Capital Leases, or other investments, agreements, and arrangements presently in effect providing for or relating to extensions of credit (including agreements and arrangements for the issuance of letters of credit or for acceptance financing) in respect of which the

Mortgagor or any Subsidiary of the Mortgagor is in any manner directly or contingently obligated, except as otherwise disclosed to Mortgagee in writing or in Mortgagor's financial statements.

Section 3.15. Solvency. The Mortgagor will be Solvent both before and after the Closing Date, after giving full effect to the Loan and all of the Mortgagor's Indebtedness. The Mortgagor knows of no reason which is likely to cause it to be unable to maintain such Solvent financial condition, giving full effect to the Obligations, as long as any of the Obligations remain unsatisfied.

Section 3.16. No Hazardous Substances. The Property has never been and is not being used to make, store, handle, treat, dispose of, generate, or transport Hazardous Substances in violation of any applicable law; there has not been a Release of Hazardous Substances on, from, or near the Property. The Mortgagor has never received any notification, citation, complaint, violation, or notice of any kind from any Person relating or pertaining to the making, storing, handling, treating, disposing, generating, transporting, or Release of Hazardous Substances in respect of the Property.

Section 3.17. Purpose. The Mortgagor represents and warrants that the Loan evidenced and secured by the Loan Documents is a "commercial loan" as defined in the Commercial Law Article of the Annotated Code of Florida and is a qualified project under the Program.

Section 3.18. Tax Assessment. The Property is assessed for purposes of Taxes as a separate and distinct parcel from any other real property so that the Property shall never become subject to the lien of any Taxes levied or assessed against any real property other than the Land and Improvements described in this Mortgage.

Section 3.19. Compliance with Environmental Requirements. The Mortgagor represents and warrants that the Mortgagor has not done or caused anything to be done to the Security which would cause the Security to be in violation of or in non-compliance with the Environmental Requirements. To the best of the Mortgagor's knowledge, the Mortgagor further represents and warrants that the Security is in all material respects compliance with and does not violate in any material respects any Environmental Requirements.

ARTICLE IV

COVENANTS AND AGREEMENTS

Section 4.01. Payment of Indebtedness and Performance. The Mortgagor will punctually pay to the Mortgagee the principal of and interest on the Note according to the terms of the Note and all other Indebtedness secured hereby as the same shall become due, and shall punctually keep and perform each and every term, provision, covenant and agreement contained in the Loan Documents.

Section 4.02. Indemnification. The Mortgagor will pay all expenses and charges, legal or otherwise (including all court costs and reasonable attorneys' fees and expenses) paid or incurred by the Mortgagee in reliance upon this Mortgage, in realizing upon any of the obligations hereby secured or in enforcing this Mortgage or any agreement or covenant referred to herein, and in each of the other Loan Documents. The Mortgagor further agrees to indemnify and hold harmless the Mortgagee and the Mortgagee from any loss (including reasonable attorneys' fees) resulting from any default by the Mortgagor under the terms of this Mortgage.

Section 4.03. Insurance. The Mortgagor shall, at all times that any Obligations remain outstanding under the Loan and at the Mortgagor's sole cost and expense, maintain or cause to be

maintained insurance coverage in accordance with customary insurance practices of businesses carrying on business similar to the business carried on by the Mortgagor and otherwise situated in a manner similar to that of Mortgagor. The Mortgagor shall promptly pay when due any and all premiums on such insurance, and such insurance shall be written in such manner and with such insurers as may be approved by the Mortgagee such approval not to be unreasonably withheld. The policies of such insurance and all renewals thereof (to the extent of fire, casualty and general liability) are hereby assigned to, and shall be deposited with and held by, the Mortgagee, as collateral and further security for the Indebtedness and have attached thereto standard noncontributing, non-reporting mortgagee clauses in favor of and entitling the Mortgagee, without contribution, to collect any and all proceeds payable under such insurance as its interest may appear, all to be in form reasonably acceptable to the Mortgagee. Not less than thirty (30) days prior to the expiration date of each such policy for fire, casualty and general liability, the Mortgagor will deliver to the Mortgagee a renewal policy or policies marked "premium paid" or accompanied by other evidence of payment satisfactory to the Mortgagee. In the event of a sale of all or any part of the Property pursuant to the provisions of this Mortgage, the Mortgagee shall succeed to all the rights and interest of the Mortgagor, including any right to unearned premiums in and to all such policies of insurance. The Mortgagor will immediately notify the Mortgagee of any cancellation of or change in any insurance policy, and each such policy shall contain the agreement of the insurer that such policy will not be adversely modified or canceled without thirty (30) days prior written notice to the Mortgagee. If the Mortgagor fails to so insure the Security or fails to deliver such policies to the Mortgagee, the Mortgagee may, at its option, effect such insurance from time to time and pay the premiums therefor, and the Mortgagor shall repay the Mortgagee for any premiums so paid, with interest thereon, as provided herein.

Section 4.04. Taxes. (a) Subject to the provisions of the next succeeding sentence, the Mortgagor will promptly pay in full and discharge before delinquency and before any penalty for non-payment attaches thereto all Taxes whether such Taxes be levied directly or indirectly or as excise taxes or as income taxes. The Mortgagor shall be permitted to contest any such Taxes provided that Mortgagor first (a) delivers written notice of the Mortgagor's intent to so contest and (b) demonstrates to the reasonable satisfaction of Mortgagee that sufficient reserves have been set aside or are otherwise available to satisfy the tax liability. Upon payment of the Taxes, the Mortgagor will exhibit to the Mortgagee, upon demand, the receipted bills therefor, prior to the day upon which the same shall become delinquent. If the Mortgagor fails to pay the Taxes at the times or in the manner provided in this Section, the Mortgagee may, at its option, pay such Taxes, and the Mortgagor shall pay to the Mortgagee the amount of any Taxes so paid, with interest thereon, as provided herein.

At the election of the Mortgagee, following the occurrence of an Event of Default, the Mortgagor shall pay to the Mortgagee or its designee monthly in advance one-twelfth (1/12) of the estimated insurance premiums required to be paid pursuant to this Mortgage and Taxes required to be paid pursuant to this section, which moneys shall be held in an escrow reserve by the Mortgagee or as designated by the Mortgagee for the purpose of paying such amounts when due.

(b) In the event of the passage of any Federal, State, municipal or other governmental law, order, rule or regulation, subsequent to the date hereof, in any manner changing or modifying the laws now in force governing the taxation of mortgages or debts secured by mortgages or the manner of collecting any such taxes so as to adversely affect the Mortgagee (including, without limitation, a requirement that additional internal revenue stamps be affixed to the Note or to this Mortgage), the Mortgagor will promptly pay any such tax. If the Mortgagor fails to make such prompt payment within ten (10) days of the written notice thereof from Mortgagee, then the entire unpaid balance of the Principal Sum secured by this Mortgage and all unpaid interest accrued thereon shall, without notice, immediately become due and payable at the option of the

Mortgagee. In no event, however, shall any income taxes of the Mortgagee or franchise taxes of the Mortgagee measured by income, or taxes in lieu of such income taxes or franchise taxes, be required to be paid by the Mortgagor.

Section 4.05. Maintenance and Repair of the Property. The Mortgagor, at the Mortgagor's sole expense, will (a) keep and maintain the Security and each part thereof in good condition, working order and repair, and (b) make all necessary or appropriate repairs, replacements and renewals to the Security so that each part of the Security shall at all times, be in good condition, fit and proper for the respective purposes for which they were originally intended, erected, or installed. To the extent that Awards are made available to the Mortgagor, the Mortgagor will promptly repair, restore, replace, or rebuild any part of the Security which may be damaged or destroyed by any casualty whatsoever or which may be affected by any taking by eminent domain or alteration of the Security or any part thereof by public or quasi-public authority or corporation.

Section 4.06. Removal, etc. of Equipment and Improvements. No Improvements or Equipment now or hereafter covered by the lien and security interest of this Mortgage shall be removed, demolished or materially altered, without the prior written consent of the Mortgagee, except (i) to the extent not otherwise restricted under Section 4.10 or Section 5.02 herein and (ii) that the Mortgagor shall have the right, without such consent, to remove and dispose of, free from the lien and security interest of this Mortgage, such Equipment as from time to time may become worn out or obsolete, provided that either (a) simultaneously with or prior to such removal any such Equipment is replaced with other Equipment of value at least equal to that of the replaced Equipment and free from the lien or security interest of any title retention or security agreement or other encumbrance, and by such removal and replacement the Mortgagor shall be deemed to have subjected such replacement Equipment to the lien and security interest of this Mortgage, or (b) such Equipment is sold at fair market value for cash and the net cash proceeds received from such disposition are paid over promptly to the Mortgagee to be applied to the payment of the Indebtedness in the manner and order determined by the Mortgagee.

Section 4.07. Other Liens. At all times the Mortgagor will keep the Security free from all liens, mortgages, security interests, encumbrances and claims of every kind and nature (other than Permitted Liens). The Mortgagor shall give the Mortgagee notice of any default in any permitted junior or subordinated lien, mortgage, security interest or encumbrance on the Security and notice of any foreclosure or threat of foreclosure of such permitted junior or subordinated lien, mortgage, security interest or encumbrance.

Section 4.08. Compliance with Laws. The Mortgagor will comply with and not violate, or cause to be complied with and not violated, all present and future laws, statutes, ordinances, rules, regulations, decrees and orders of any governmental or other authority or regulatory body relating to the Security or any part thereof or to the use and operation of the Security or any part thereof.

Section 4.09. Inspection. The Mortgagor will permit the Mortgagee or its agents to enter upon the Property and make inspections of the Security or any part thereof after reasonable notice has been provided to Mortgager, at all reasonable times and as often as may be reasonably requested by the Mortgagee.

Section 4.10. Transfer of Security. Without the prior written consent of the Mortgagee, which will not be unreasonably withheld, and except as otherwise permitted in this Mortgage, the Mortgagor will not transfer sell, lease, convey, assign, transfer or in any manner dispose of all or any part of the Security, outside of the ordinary course of business.

Section 4.11. Restrictive Covenants, Zoning, etc. Without the prior written consent of the Mortgagee, the Mortgagor will not initiate, join in, or consent to any change in, any restrictive covenant, easement, zoning ordinance, or other public or private restrictions, limiting or defining the uses which may be made of the Property or any part thereof. The Mortgagor will promptly perform and observe, or cause to be performed and observed, all of the terms, covenants and conditions of all instruments of record affecting the Property, non-compliance with which may affect the security of this Mortgage, or which may impose any duty or obligation upon the Mortgagor or any Lessee or other occupant of the Property, or any part thereof, and the Mortgagor shall do or cause to be done all things necessary to preserve intact and unimpaired any and all easements, appurtenances and other interests and rights in favor of, or constituting any portion of, the Property.

Section 4.12. Management. The Mortgagor at all times shall provide competent and responsible management and operation of the Property. Any management contract or contracts involving the Property, or any part thereof, must be approved in writing by the Mortgagee prior to the execution of the same, shall be collaterally assigned to the Mortgagee and shall require the management agent to accept such assignment.

Section 4.13. Books and Records. (a) The Mortgagor will keep and maintain full and accurate records and books administered in accordance with G.A.A.P., consistently applied, showing in detail the earnings and expenses of the Property and the operation thereof, and shall permit the Mortgagee or any Person or Persons authorized by the Mortgagee to inspect and examine such records and books and all supporting vouchers and data and to make copies and extracts therefrom or thereof at all reasonable times and as often as may be reasonably requested by the Mortgagee at the offices of the Mortgagor, or at the office of such other Person keeping and maintaining such books and records in Lee County, Florida, or at some other location as may be mutually agreed upon.

(b) The Mortgagor will furnish to the Mortgagee, such financial statements and other financial data of the Mortgagor required to be delivered to the Mortgagee as provided herein. At the same time, the Mortgagor will furnish to the Mortgagee similar financial statements, prepared as aforesaid, for each guarantor of the Note.

Section 4.14. Condemnation or Casualty-General Provisions. The Mortgagee is hereby authorized, at its option, to commence, appear in and prosecute, in its own or the Mortgagor's name, any action or proceeding relating to any condemnation, taking or casualty to the Security, and to settle or compromise any claim in connection therewith. Provided the Mortgagor is not in default hereunder, the Mortgagee shall not settle or compromise any claim in connection with any damage or taking through condemnation without the prior written consent of the Mortgagor, which consent shall not be unreasonably withheld. Mortgagee acknowledges that it is a body politic and political subdivision and that the withholding by Mortgagor of its consent shall not be deemed unreasonable in respect of any condemnation proceeding initiated by or through Mortgagee. No settlement for the damages sustained thereby shall be made by the Mortgagor without the Mortgagee's prior written approval thereof, not be unreasonably withheld. Notwithstanding any taking by eminent domain, alteration of the grade of any street or injury or other casualty to or decrease in value of the Security, the Mortgagor will continue to pay the Indebtedness as and when the same shall become due and payable, and any reduction in the Principal Sum resulting from the application by the Mortgagee of the Awards shall be deemed to take effect only on the date of such receipt and application in accordance with the provisions of this Section. The Net Proceeds from all or any part of any Awards so received by the Mortgagee shall be applied as set forth herein, provided that (i) the Mortgagee shall not be obligated to see to the application of any of Net Proceeds paid over to the Mortgagor, and (ii) the Net Proceeds so paid over to the Mortgagee and not applied to the Indebtedness shall not be deemed a payment on any of the Indebtedness secured hereby. If, prior to the receipt by the

Mortgagee of such Award, the Security or any part thereof shall have been sold pursuant to the default provisions of this Mortgage, the Mortgagee shall have the right to receive such Award to the extent of any deficiency found to be due upon such sale, with legal interest thereon, whether or not a deficiency judgment on this Mortgage shall have been sought or recovered or denied, and of the counsel fees, costs and disbursements incurred by the Mortgagee in connection with the collection of such Award. The Mortgagor agrees to execute and deliver, from time to time, upon the reasonable request of the Mortgagee, such further instruments or documents as may be requested by the Mortgagee to confirm the grant and assignment to the Mortgagee of any such Award.

Section 4.15. Damage and Destruction; Condemnation; Application of Net Proceeds. If, at any time prior to the repayment in full of all of the Indebtedness, (a) the Security or any part thereof is damaged by fire or other casualty, or (b) title to, or the use of, the Security or any part thereof, or the interest of the Mortgagor in the Security or any part thereof, shall be taken or altered under the exercise of the power of eminent domain by any governmental body or by any Person acting under governmental authority, either temporarily or permanently, the Mortgagor shall be obligated to continue to pay the Indebtedness in the manner provided herein, and the Net Proceeds resulting from any event described in this Section will be deposited in an escrow fund and applied as follows:

(i) Provided that no Event of Default shall have occurred and be continuing, at the option of the Mortgagor, to repair, rebuilding, restoration or alteration, as appropriate, of that portion of the Security so damaged or destroyed by fire or other casualty, or of that portion of the remaining Security which may have been altered as a result of a taking or condemnation, and/or to the acquisition by the Mortgagor, by construction or otherwise, of other lands or improvements suitable for the Mortgagor's operations at the Property (which land or improvements shall be acquired by the Mortgagor, subject to no liens or encumbrances, other than the Permitted Liens, as evidenced by a mortgagee's land title insurance policy acceptable to the Mortgagee, and shall be deemed part of the Property and subject to the lien of this Mortgage), in either of which event such Net Proceeds shall be deposited into an escrow fund to be held by the Mortgagee, or by such other Person as may be approved by the Mortgagee, and the Mortgagor will (A) proceed promptly to repair, rebuild, restore or alter that part of the Security so damaged or destroyed or of that portion of the remaining Security which may have been altered as a result of a taking or condemnation, to substantially the same condition as it existed prior to the event causing such damage, destruction, or prior to such taking with such changes, alterations and modifications (including the substitution and addition of other property) as may be desired by the Mortgagor and approved by the Mortgagee (such approval not to be unreasonably withheld) and as will not impair the operating unity or productive capacity of the Security, and (B) cause withdrawals to be made from such escrow fund to pay the costs of such repair, rebuilding, restoration, or alterations, as appropriate, either on completion thereof or as the work progresses. In order to receive advances from such escrow fund for such purposes, the Mortgagor will be required to furnish to the Mortgagee, or to such other Person, a certificate signed by the Mortgagor specifying in reasonable detail the items of cost to be reimbursed from such escrow fund and certifying that, the Mortgagor is not in default under this Mortgage or any of the other Loan Documents. The balance, if any, of such Net Proceeds remaining after the payment of all of the costs of such repair, rebuilding, restoration or alterations, as appropriate, shall, to the extent of any diminution in value of the Security after such repair, rebuilding, restoration or alteration, as compared to the value thereof prior to the taking or casualty, as reasonably determined by Mortgagee, be applied by the Mortgagee to the prepayment of the Indebtedness, and any remaining Net Proceeds will be reimbursed by the Mortgagee to the Mortgagor; or

(ii) If an Event of Default shall have occurred and be continuing, or if requested at the option of the Mortgagor, first, to the prepayment of the Indebtedness and, next,

towards the performance of the Obligations and, thereafter, the balance shall be reimbursed to the Mortgagor.

All Net Proceeds received by any Person shall be held in trust by the recipient thereof to be applied in accordance with the terms of this Article. In the event that Mortgagor elects to apply the Net Proceeds pursuant to subsection (i) above, and the Net Proceeds are not sufficient to pay in full the costs of repairing, rebuilding, altering and restoring the Security or acquiring additional property, as provided in this Section, the Mortgagor will nonetheless complete the work or acquisition thereof and pay that portion of the costs thereof in excess of the amount of such Net Proceeds. The Mortgagor shall not, by reason of the payment of such excess costs (whether by direct payment thereof or payment to the Mortgagee therefor) be entitled to any reimbursement from the Mortgagee or to any abatement or diminution of the payments payable hereunder.

Section 4.16. Additional Improvements. The Mortgagor will not construct any additional improvements in excess of $15,000 in respect to additional buildings on the Land without the prior written consent of the Mortgagee. The Mortgagor will complete and pay for any permitted structure at any time in the process of construction on the Land. The Mortgagor will construct and erect any permitted improvements on any part of the Land (a) strictly in accordance with all applicable ordinances and statutes and in accordance with the requirements of all regulatory authorities having jurisdiction, (b) entirely on lots or parcels of the Land, (c) so as not to encroach upon any easement or right of way or upon the land of others, (d) wholly within the building restriction lines however established, and (e) so as not to violate use and other restrictions contained in prior conveyances, zoning ordinances or restrictions.

Section 4.17. Leases. (a) The Mortgagor will carry out all of its covenants and agreements under all Leases which it has executed or may hereafter execute in connection with the Security, or any portion thereof. The Mortgagor will not enter into any Lease without thirty (30) days prior written notice to the Mortgagee. At any time within thirty (30) days after notice and demand by the Mortgagee, the Mortgagor will deliver to the Mortgagee a written statement in such reasonable detail as the Mortgagee may request, certified by the Mortgagor, of all of the Leases relating to the Security or any part thereof, including the names of all Lessees, the terms of all Leases and the rentals payable under all Leases, and, on demand, the Mortgagor will furnish to the Mortgagee executed counterparts of any such Leases. If any of such Leases provide for the giving by the Lessee of certificates with respect to the status of such Leases, the Mortgagor shall exercise its right to require such certificates within ten (10) days after any request therefor by the Mortgagee.

(b) The Mortgagor hereby grants, assigns, transfers and sets over unto the Mortgagee, all of Mortgagor's right, title and interest in and to any Leases, or any portion thereof, now or hereinafter entered into, together with all of the rents, royalties, issues, profits, revenues, income and other benefits of the Security including, without limitation, any security deposits thereunder or guaranties to secure performance by the Lessees of their obligations thereunder, whether such security deposits are to be held until the expiration of the terms of such Leases or applied to one or more installments of rent coming due immediately prior to the expiration of such terms; reserving in the Mortgagor a license to collect and receive the same until there is a default under this Mortgage.

(c) So long as there shall exist no default under this Mortgage, the Mortgagor shall have a license, terminable by the Mortgagee upon the occurrence of a default hereunder, to collect upon, but not prior to accrual, the rents under the Leases, such rents to be held in trust for the Mortgagee. Each month, upon the Mortgagor's compliance with all of its obligations required under the Loan Documents, the Mortgagor may retain such rents as were collected that month and held in trust for the Mortgagee. Upon the occurrence of a default hereunder, the license granted to the

Mortgagor shall be automatically and immediately revoked without any requirement of notice. Upon revocation of such license and following notification to the Lessees under such Leases by the Mortgagee that rents are to be paid to the Mortgagee, all rents shall be paid directly to the Mortgagee and not through the Mortgagor, it being understood that a demand by the Mortgagee on any Lessee under such Leases for the payment of rent following any default claimed by the Mortgagee shall be sufficient to warrant such Lessee making future payments of rent to the Mortgagee without the necessity of further consent by the Mortgagor.

(d) The Mortgagor will, at its sole cost and expense, use its best efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective Lessees under any Leases, or any portion thereof, and will appear in and defend, at its sole cost and expense, any action or proceeding arising under or in any manner connected with such Leases or the obligations and undertakings of any Lessee thereunder.

(e) The Mortgagor will not further assign the whole or any part of the rents, income or profits arising from the Security or any part thereof without the prior written consent of the Mortgagee, and any assignment thereof without such consent shall be null and void.

(f) The Mortgagor will not, without the prior written consent of the Mortgagee, (i) cancel, terminate, accept a surrender of, reduce the payment of rent under, or accept any prepayment of rent (other than is customary) under, any present or future Lease, (ii) lease all or any part of the Security except upon lease forms which shall have been approved by the Mortgagee, or (iii) permit a lien or encumbrance on the Security or any part thereof superior to any such Lease other than the Permitted Liens.

(g) If the Mortgagor has leased or shall hereafter lease the Security or any part thereof by Lease or Leases, any such Lease or Leases shall be subject to the condition that in the event of any sale of the Security, or any part thereof, pursuant to the default provisions of this Mortgage, such Lease or Leases shall, at the sole option of Mortgagee, continue in full force and effect, and the Lessees thereunder will, upon request, attorn to and acknowledge in writing the purchaser or purchasers at such sale or sales as landlord or lessor thereunder, unless the Mortgagee or such purchaser or purchasers or the Mortgagee, shall, at or prior to the time of such sale or sales or within sixty (60) days thereafter, notify the Lessees, in writing, to vacate and surrender the leased premises within ninety (90) days from the date of such sale or sales, in the event of which notice any such Lease or Leases shall fully terminate and expire at the end of such period of ninety (90) days from and after the date of such sale or sales; provided, however, that any such purchaser or purchasers shall not be bound by any payment of rent in advance or any amendment or modification of the Lease made without the prior written consent of the Mortgagee and such purchaser or purchasers.

(h) The Mortgagee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Mortgagor under any Lease or Leases for all or any part of the Security, and the Mortgagor shall indemnify the Mortgagee for, and save them harmless from, any and all liability arising from any such Lease or Leases, or from any assignment thereof, and any such assignment shall not place the responsibility for the control, care, management or repair of the Security or any part thereof upon the Mortgagee, nor make the Mortgagee liable for any negligence in the management, operation, upkeep, repair or control of the Security or any part thereof resulting in loss or injury or death to any Lessee, agent or stranger.

Section 4.18. Use of Loan Proceeds. The proceeds of the Note advanced to the Mortgagor shall be employed and used by the Mortgagor solely for the acquisition and/or improvements of the Property.

Section 4.19. Estoppel Certificates. Within ten (10) days after any reasonable request by the Mortgagee or a proposed assignee or purchaser of the Note, the Mortgagor shall certify, by a written statement, to the Mortgagee or to any proposed assignee or purchaser of the Note, the then unpaid balance of the Indebtedness (including but not limited to the unpaid balance of the Principal Sum with interest accrued but unpaid) and the existence of any offsets or defenses which exist against the Indebtedness secured hereby.

Section 4.20. Additions to Security. All right, title and interest of the Mortgagor in and to all extensions, renewals and replacements of, and all substitutions for, and all improvements, accessions, additions, appurtenances and betterments to the Security, hereinafter acquired by or released to the Mortgagor, or constructed, assembled or placed by the Mortgagor on the Property, and all proceeds (cash and non-cash), products and conversions of the Security immediately upon such acquisition, release, construction, assembling, placement or conversion, as the case may be, and in each such case, without any further deed of trust, conveyance, assignment or other act by the Mortgagor, shall become subject to the lien of this Mortgage as fully and completely, and with the same effect, as though now owned by the Mortgagor and specifically described in the granting clauses hereof, but at any and all times the Mortgagor will execute and deliver to the Mortgagee any and all such further assurances, deeds of trust, conveyances or assignments thereof as the Mortgagee may require for the purpose of expressly and specifically subjecting the same to the lien of this Mortgage.

Section 4.21. Subrogation. To the extent permitted by law, the Mortgagee shall be subrogated, notwithstanding their release of record, to any mechanic's or vendor's lien or liens, superior titles, mortgages, deeds of trust, liens, encumbrances, rights, equities, and charges of all kinds heretofore or hereafter existing on the Security to the extent that the same are paid or discharged by the Mortgagee whether or not from the proceeds of the Note; provided, however, this Section shall not be deemed or construed to obligate the Mortgagee to pay or discharge the same.

Section 4.22. Security Agreement. This Mortgage creates, and the Mortgagor hereby grants to the Mortgagee, a security interest in the Equipment and other Security to the extent the same is not real property or is subject to the U.C.C., and this Mortgage constitutes a security agreement from the Mortgagor to the Mortgagee under the U.C.C. with respect to the same. The Mortgagor hereby agrees to execute and deliver on demand, and hereby irrevocably constitutes and appoints the Mortgagee the attorney-in-fact of the Mortgagor, to execute, deliver and, if appropriate, to file with the appropriate filing office or offices, such financing statements or other instruments as the Mortgagee may request or require in order to perfect the security interest granted hereby or to continue the effectiveness of the same.

Section 4.23. Right to Perform. If the Mortgagor shall fail to make any payment or perform, observe, or comply with any of the conditions and covenants herein contained, the Mortgagee, without notice to or demand upon the Mortgagor, and without waiving or releasing any obligation or default, may (but shall be under no obligation to) at any time thereafter make such payment or perform such act for the account and at the expense of the Mortgagor, and may enter upon the Property or any part thereof for that purpose and take all such reasonable action thereon as the Mortgagee may consider necessary or appropriate for such purpose. All such sums so paid or advanced by the Mortgagee and all costs and expenses (including, without limitation, attorneys' fees and expenses) so incurred, together with interest thereon, shall be repaid by the Mortgagor to the Mortgagee as provided herein.

Section 4.24. Utilities. The Mortgagor shall pay when due all utility charges, if any, which are incurred for the benefit of the Security or which may become a charge or lien against the

Property for gas, electricity, water or sewer services furnished to the Property and all other assessments or charges of a similar nature, whether public or private, affecting the Security or any portion thereof, whether or not such taxes, assessments or charges are liens thereon.

Section 4.25. Survival of Warranties. The Mortgagor shall fully and faithfully satisfy and perform the Obligations, and each agreement of the Mortgagor incorporated by reference therein or herein, and any modification or amendment thereof. All representations, warranties and covenants of the Mortgagor contained in the Loan Documents or incorporated therein or herein by reference shall survive the Closing Date and shall remain continuing obligations, warranties and representations of the Mortgagor during any time when any portion of the Obligations secured by this Mortgage remains outstanding.

Section 4.26. Trade Names. At the request of the Mortgagee, the Mortgagor shall execute a certificate in form satisfactory to the Mortgagee listing the trade names which Mortgagor intends to use in connection with the Security, and representing and warranting that the Mortgagor does business under no other trade names with respect to the Security. The Mortgagor shall immediately notify the Mortgagee in writing of any change in such trade names, and will, upon request of the Mortgagee, execute any additional financing statements and other certificates revised to reflect the change in trade names.

Section 4.27. Environmental Requirements. The Mortgagor hereby represents and warrants to the Mortgagee that, to the best of the knowledge of the Mortgagor, except as described in the Environmental Report, the Security (including the land, surface soil, subsurface strata, surface water, drinking water supply, ground water, and any improvement thereon including, but not limited to, any facility, building, structure, installation, equipment, pipe or pipeline, well, pit, pond, lagoon, ditch or impoundment) is free and clear of waste or debris and of any contamination from Hazardous Materials (collectively, the "Environmental Requirements"). The Mortgagor shall indemnify and save harmless the Mortgagee for all claims, causes of action, damages, costs and expenses of any nature whatsoever arising out of or resulting from the existence or alleged existence of Hazardous Materials attributable to the operations of the Mortgagor. The Mortgagor further covenants and agrees that, if at any time it is determined that there are Hazardous Materials, which require any collection, storage, treatment or disposal to be conducted or maintained in a specific or general manner, the Mortgagor agrees to take or cause to be taken, at its sole expense, such actions as may be necessary to comply with Federal, State, local or municipal requirements for the collection, storage, treatment or disposal of all Hazardous Materials. If the Mortgagor fails to take such action, the Mortgagee may make advances or payments toward performance or satisfaction of the same, but shall be under no obligation to do so; and all sums so advanced or paid, including all sums advanced or paid in connection with any judicial or administrative investigation or proceeding relating thereto, including without limitation, all attorneys' fees, fines or other penalties, shall be at once repayable by the Mortgagor and shall bear interest at the Default Rate of Interest, from the date the same shall become due and payable until the date paid, and all sums so advanced or paid, with interest aforesaid, shall become a part of the Obligations of the Mortgagor pursuant to this Mortgage.

Section 4.28. Financial Statements and Reports. The Borrower shall furnish to the Lender:

(a) Within one hundred twenty (120) days of the end of each fiscal year of the Borrower, reviewed consolidated financial statements. In addition, the Borrower agrees that it shall promptly furnish to the Lender such additional reports and information deemed appropriate by the Lender in its review of the financial condition of the Borrower, including unconsolidated figures and information on each of the Borrowers. The Lender may, at any time and in its sole discretion, obtain an audit of Borrower's Accounts performed by an independent public accountant selected by the Lender, at the Borrower's cost and expense.

(b) Within one hundred twenty (120) days after timely filing, Federal income tax returns of the Borrower (with all schedules and exhibits).

(c) Such additional information, reports or statements as the Lender may from time to time reasonably request, including, but not limited to, such cash flow projections and financial statements of the Borrower which the Lender may request in its sole and absolute discretion.

(d) If requested by the Lender, contemporaneously with each year-end financial report required to be provided by Paragraph (a) above, a certificate signed by an appropriate authorized representative of the Borrower stating that the signer has individually reviewed the provisions of this Agreement and that a review of the activities of the Borrower during such year has been made by or under the supervision of the signer of such certificate with a view to determining whether the Borrower has observed, and performed all of the Obligations under this Agreement and that, to the best of the signer's knowledge, information and belief, the Borrower is not at the time in default in the observance or performance of any of the terms and conditions hereof or, if the Borrower shall be so in default, specifying all such defaults and events of which the signer may have knowledge. In addition, the Borrower acknowledges and agrees that, on an annual basis, the Lender will cause an annual collateral audit to be conducted by a CPA to be selected by the Lender, at the Borrower's expense.

Section 4.29. Notice of Existence of Default. The Mortgagor shall promptly advise the Mortgagee of the existence of any condition or event, or the expected existence of any condition or event, which is or which will be with the passage of time or the giving of notice, an Event of Default under this Mortgage or any of the Loan Documents.

Section 4.30. Further Assurances. The Mortgagor agrees to execute such other and further documents, including without limitation, promissory notes, security agreements, agreements, financing statements, continuation statements, and similar instruments as may from time to time, in the sole opinion of the Mortgagee or the Mortgagee's counsel, be necessary, proper or convenient, to perfect, confirm, establish, re-establish, continue or complete the security interest in the Collateral and the purposes and intentions of this Mortgage, it being the intention of the Mortgagor to hereby provide a full and absolute warranty of further assurance to the Mortgagee. In the event the Mortgagor shall fail for any reason to execute, within ten (10) days of the Mortgagee's demand, any document of the aforementioned type which the Mortgagee requests the Mortgagor to execute, the Mortgagor shall and hereby irrevocably and automatically appoints the Mortgagee as the Mortgagor's attorney-in-fact to execute such document in the Mortgagor's name, place and stead and on the Mortgagor's behalf, and such power of attorney shall constitute a power of attorney coupled with an interest and shall be irrevocable unless and until the subject document is fully and effectively executed.

Section 4.31. Advancements. If the Mortgagor shall fail to perform any of the affirmative covenants contained in this Article or to protect or preserve its assets and properties, or if the Mortgagor shall fail to protect or preserve the Collateral or the status and priority of the security interest of the Mortgagee in the Collateral, the Mortgagee may, if the Mortgagor fails to make payments required to be made pursuant to any such covenants or to protect or preserve such assets or properties, make advances to perform the same on behalf of the Mortgagor or to protect or preserve the assets and properties of the Mortgagor or to protect and preserve the Collateral or the status and priority of the security interest of the Mortgagee in the Collateral, and all sums so advanced shall immediately upon advancement become secured by the security interest created by this Mortgage, and the terms and provisions of this Mortgage and all of the Loan Documents. The Mortgagor shall repay on demand all sums so advanced on the Mortgagor's behalf, plus any

expenses or costs incurred by the Mortgagee, including attorneys' fees, with interest thereon at the Default Rate of Interest. The provisions of this Section shall not be construed to prevent the institution of the rights and remedies of the Mortgagee upon the occurrence of an Event of Default by the Mortgagor. Notwithstanding anything in this Section to the contrary, the authorization contained in this Section shall impose no duty or obligation on the Mortgagee to perform any action or to make any advancement on behalf of the Mortgagor and is for the sole benefit and protection of the Mortgagee.

Section 4.32. Fair Labor Standards Act. The Mortgagor shall comply in all material respects with the Fair Labor Standards Act of 1938, as amended.

ARTICLE V

NEGATIVE COVENANTS

The Mortgagor covenants and agrees that, during the term of the Loan and until all of the Obligations have been fully performed to the satisfaction of the Mortgagee, it will not do or permit to be done or to cause to occur any of the acts or happenings set forth below without the prior written consent of the Mortgagee.

Section 5.01. Sale or Transfer of Assets. Except as otherwise provided herein, the Mortgagor shall not sell, transfer, lease or otherwise dispose of all or (except in the ordinary course of business for adequate consideration) any material portion of its assets. For purposes of this Section, a sale, transfer, lease or other disposition shall be material if it amounts to more than Five Thousand Dollars ($5,000) when aggregated with all previous sales, transfers, leases and dispositions made by the Mortgagor after the date of this Mortgage.

Section 5.02. Encumbrance of Assets. The Mortgagor shall not mortgage, pledge, assign, grant or permit to exist any liens, claims, encumbrances or security interests in or upon any of its assets of any kind, whether now or hereafter acquired, except for Permitted Liens.

Section 5.03. Guaranties. The Mortgagor shall not become liable, directly or indirectly, as guarantor or otherwise, for any obligation of any other Person, except for the endorsement of commercial paper for deposit or collection in the ordinary course of business.

Section 5.04. Assignment of this Mortgage. The Mortgagor shall not assign or attempt to assign this Mortgage to any Person.

Section 5.05. No Alteration of Structure or Operations. The Mortgagor shall not amend or change materially its capital structure or its line or scope of business, nor shall it engage in business ventures other than those generally consistent with those in which it is presently engaged.

ARTICLE VI

CONDITIONS PRECEDENT TO THE OBLIGATIONS

The Mortgagee shall not be obligated to make any disbursements to the Mortgagor of the Loan Proceeds until it shall have received all of the items or documents referred to in this Article and until the following conditions precedent shall have been fully met and complied with in all respects.

Section 6.01. No Event of Default. No Event of Default shall have occurred hereunder and all representations and warranties set forth herein shall be true and correct.

Section 6.02. Loan Documents. The Loan Documents shall have been duly executed, acknowledged (where required), delivered and recorded (where required), including, but not limited to, landlord waivers acceptable to the Mortgagee from all landlords leasing any property to the Mortgagor.

Section 6.03. Legal Matters. All legal matters incidental to the making of the Loan shall be satisfactory in all respects to the Mortgagee's Counsel, including an opinion of the Mortgagor's counsel in form and content satisfactory to the Mortgagee.

Section 6.04. Delivery of Required Items. The Mortgagor shall have provided to the Mortgagee, not less than ten (10) Business Days prior to the Closing Date, copies of all items, documents or instruments required to be delivered to the Mortgagee prior to the Closing Date, each of which shall in all respects be satisfactory to the Mortgagee and the Mortgagee's counsel.

Section 6.05. Payment of Fees. The Mortgagor shall have delivered to the Mortgagee all the fees required on or before the Closing Date; provided, however, that with respect to any fees to be paid to the Mortgagee by the Mortgagor on an annual basis, the Mortgagor shall be required to pay in advance to the Mortgagee on the Closing Date only that portion of such annual fee which represents the fee for the first annual period. Any annual fees thereafter shall be paid by the Mortgagor directly to the Mortgagee in advance, on or before each anniversary of the Closing Date.

ARTICLE VII

EVENTS OF DEFAULT

The occurrence of one or more of the following events (herein sometimes referred to as "Events of Default," or singularly an "Event of Default") shall constitute an Event of Default hereunder, and all such Events of Default are individually and collectively included in the term "default" as used herein:

Section 7.01. Failure to Pay Principal and Interest. The Mortgagor shall fail to pay promptly any payment of the Principal Sum or of any interest thereon as and when the same is due and payable in accordance with the terms of the Note.

Section 7.02. Failure to Pay Other Indebtedness. The Mortgagor shall fail to pay promptly any of the other Indebtedness secured hereby as and when the same shall be due and payable in accordance with the terms hereof or of the Note.

Section 7.03. Breach of Representations and Warranties. Any representation, warranty, opinion or statement made by the Mortgagor (or counsel for the Mortgagor) or any other Person herein or in any of the Loan Documents or any certificate, opinion or other writing executed and delivered in connection therewith, shall prove to have been untrue in any material respect at the time made.

Section 7.04. Failure to Comply with Requirements. The Mortgagor shall fail to duly and promptly perform, comply with or observe the terms, covenants, conditions, representations, warranties and agreements set forth herein.

Section 7.05. Other Defaults. The Mortgagor shall fail to duly and promptly perform, comply with or observe any one or more of the other terms, covenants, conditions, agreements and stipulations contained in this Mortgage.

Section 7.06. Default Under Other Loan Documents. An event of default shall occur under any of the other Loan Documents, and such event of default is not cured within any applicable grace period provided therein.

Section 7.07. Receiver; Bankruptcy. The Mortgagor shall (a) apply for, or consent in writing to, the appointment of a receiver, trustee or liquidation of the Mortgagor or of the Security or of all or substantially all of the Mortgagor's other assets, or (b) file, or have filed involuntarily against it and not released within ninety (90) days, a petition for relief in bankruptcy or admit in writing its inability to pay the Mortgagor's debts as they become due, or (c) make a general assignment for the benefit of creditors, or (d) file a petition or an answer seeking a reorganization (other than a reorganization not involving the liabilities of the Mortgagor) or an arrangement with creditors or take advantage of any insolvency law, or (e) file an answer admitting the material allegations of a petition filed against the Mortgagor in any bankruptcy, reorganization or insolvency proceeding, or (f) if not an individual, be dissolved as a result of any adversary suit or proceeding.

Section 7.08. Execution; Attachment. (a) Any execution or attachment shall be levied against the Security, or any part thereof, and such execution or attachment shall not be set aside, discharged or stayed within ninety (90) days after the same shall have been levied, or (b) an order, judgment or decree shall be entered by any court of competent jurisdiction on the application of a creditor adjudicating the Mortgagor a bankrupt or insolvent, or appointing a receiver, trustee or liquidator of the Mortgagor or of the Security, or of all or substantially all of the Mortgagor's other assets, and such order, judgment or decree shall continue unstayed and in effect for a period of ninety (90) days or shall not be discharged within ninety (90) days after the expiration of any stay thereof.

Section 7.09. Judgment. Unless adequately insured in the sole opinion of the Mortgagee, the entry of a final judgment against the Mortgagor for the payment of money in excess of Fifteen Thousand Dollars ($15,000) which remains unpaid, undischarged, unbonded or undismissed for a period of thirty (30) days from the date of the order, decree or process under which or pursuant to which such judgment was entered, or to secure a stay of execution pending appeal of such judgment.

Section 7.10. Change in Zoning. Any change in any zoning ordinance or regulation or any other public restriction shall be enacted, adopted or implemented, limiting the uses which may be made of the Property, or any portion thereof, such that the intended use of the Property, as specified in the Loan Documents, would be in violation of such zoning ordinance or regulation or public restriction, as changed.

Section 7.11. Default Under Other Mortgages or Deeds of Trust. An Event of Default (as defined therein) should exist or occur under any other mortgage, deed of trust or other instrument encumbering all or any portion of the Security regardless of whether or not the creation of such mortgage, deed of trust or other encumbrance has been previously consented to by Mortgagee.

ARTICLE VIII

RIGHTS AND REMEDIES

If one or more of the Events of Default set forth in Article VII above shall occur, then in each and every such case, the Mortgagee, may at any time thereafter exercise any or all of the following powers, privileges, discretions, rights or remedies:

Section 8.01. Acceleration. Declare (without notice to the Mortgagor) the entire unpaid balance of the Principal Sum of the Note and all other Indebtedness secured hereby to be immediately due and payable, whereupon the same, together with interest and any other charges accrued or due thereon and unpaid, shall forthwith become due and payable, without presentment, demand, protest or notice of protest or of dishonor, all of which the Mortgagor hereby waives.

Section 8.02. Foreclosure. Take possession of and sell the Property, or any part thereof requested by the Mortgagee to be sold, subject to any Lease of all or any part of the Property which the Mortgagee elects and so advertise in accordance with Section 7-105(f) of the Real Property Article of the Annotated Code of Florida or any substitutions or replacements thereto, and in connection therewith the Mortgagor hereby (a) ASSENTS TO THE PASSAGE OF A DECREE FOR THE SALE OF THE PROPERTY BY THE EQUITY COURT HAVING JURISDICTION AND (b) AUTHORIZES AND EMPOWERS THE MORTGAGEE TO TAKE POSSESSION OF AND TO SELL (OR IN CASE OF ANY DEFAULT OF ANY PURCHASER TO RESELL) THE PROPERTY, OR ANY PART THEREOF, all in accordance with the laws of the State of Florida or rule of court relating to deeds of trust, including any amendments thereof, or additions thereto, which do not materially change or impair such remedy. In connection with any foreclosure, the Mortgagees may procure such title reports, surveys, tax histories and appraisals as they deem necessary, and all costs and expenses incurred in connection therewith shall be payable by the Mortgagor. In case of any sale under this Mortgage, by virtue of judicial proceedings or otherwise, the Property may be sold as an entirety or in parcels, by one sale or by several sales, as may be deemed by the Mortgagee to be appropriate and without regard to any right of the Mortgagor or any other Person to the marshalling of assets. Any sale hereunder may be made at public auction, at such time or times, at such place or places, and upon such terms and conditions and after such previous public notice as the Mortgagees shall deem appropriate and advantageous and as required by law. Upon the terms of such sale being complied with, the Mortgagee shall convey to, and at the cost of, the purchaser or purchasers the interest of the Mortgagor in the Property so sold, free and discharged of and from all estate, title or interest of the Mortgagor, at law or in equity, such purchaser or purchasers being hereby discharged from all liability to see to the application of the purchase money. The proceeds of such sale or sales under this Mortgage, whether under the assent to a decree, the power of sale, or by equitable foreclosure, shall be held by the Mortgagee and applied as follows: First, to pay all costs, charges and expenses attending the execution of this trust, of taking possession of the Property or any part thereof, or any sale made as aforesaid, including but not limited to (a) counsel fees of $5,000 to the attorneys representing the Mortgagee for conducting the proceedings if without contest, but if legal services be rendered to the Mortgagee or the Mortgagee in connection with any contested matter in the proceedings, then such other counsel fees and expenses shall be allowed and paid out of the proceeds of such sale or sales as the court having jurisdiction may deem proper, and (b) a Mortgagee's commission equal to the commission allowed trustees for making sales of property under decrees of the equity court having jurisdiction; Second, to pay all Indebtedness secured hereby including all interest then due and accrued thereon, which shall include interest through the date of ratification of the auditor's account, in such order and manner as the Mortgagee in its sole discretion may determine; and Lastly, to pay the surplus, if any, to the Mortgagor or any Person entitled thereto upon surrender and delivery to the purchaser or purchasers of the Property. Immediately upon the filing of any foreclosure proceedings under this Mortgage, there shall be and become due and owing by the Mortgagor all expenses incident to any foreclosure proceedings under this Mortgage and a commission on the total amount of the Indebtedness then due equal to one-half of the percentage allowed as commission to trustees making sales under orders or decrees of the equity court having jurisdiction, and no Person shall be required to receive only the aggregate Indebtedness then secured hereby with interest thereon to the date of payment unless the same be accompanied by a tender of such expenses, costs and commission.

Section 8.03. Receiver. As a matter of right and to the extent permitted by law, without notice to the Mortgagor, and without regard to the adequacy of the security, and upon application to a court of competent jurisdiction, the Mortgagee shall be entitled to the immediate appointment of a receiver for all or any part of the Security, and of the rents, income, profits, issues and proceeds thereof and therefrom, whether such receivership be incidental to a proposed sale of the Security or otherwise, and the Mortgagor hereby consents to the appointment of such a receiver. The Mortgagor will pay to the Mortgagee, upon demand, all expenses, including receiver's fees, attorneys' fees, costs and agents' compensation, advanced by the Mortgagee and incurred pursuant to this Section; and all such expenses shall be (a) a lien against and upon the Security, (b) added to the Indebtedness secured by this Mortgage, and (c) payable on demand with interest at the default rate of interest under the Note from and including the date each such advance is made.

Section 8.04. Entry and Operation. To the extent permitted by law, and with or without the appointment of a receiver or an application therefor, enter upon, and take possession of (and the Mortgagor shall surrender actual possession of) the Property or any part thereof, without notice to the Mortgagor and without bringing any legal action or proceeding, or, if necessary by force, legal proceedings, ejectment or otherwise, and may remove and exclude the Mortgagor and its agents and employees and all other Persons therefrom, and having and holding the same may make all necessary or proper repairs, replacements and useful or required alterations, additions, betterments or improvements to or upon the same, operate, maintain, control, make secure and preserve the same and receive all earnings, income, profits, rents (including rents accrued and unpaid) and proceeds accruing with respect thereto or any part thereof, such earnings, income, profits, rents and proceeds being hereby assigned to the Mortgagee as additional security for the repayment of the Indebtedness. In so doing, the Mortgagee or its designees shall have the right to manage the Property and to carry on the business of the Mortgagor and may exercise all of the rights and powers of the Mortgagor, either in the name of the Mortgagor, or otherwise, including, but without limiting the generality of the foregoing, the right to lease the Property or any part thereof, to cancel, modify, renew or extend any Lease and to complete the construction of any unfinished improvements. The Mortgagee shall be under no liability for or by reason of any such taking of possession, entering, holding, removal, maintaining, operating or managing, except for the Mortgagee's gross negligence or willful misconduct. Any amounts so received by the Mortgagee or the Mortgagee shall be applied (i) first, to pay all costs and expenses of so entering upon, taking possession of, holding, operating, maintaining, preserving and managing the Property or any part thereof including, but not in limitation of the foregoing, reasonable compensation to the attorneys, employees or agents of the Mortgagee engaged or employed with regard thereto, (ii) second, to pay the cost and expense of all repairs, renewals, replacements, alterations, additions, betterments and improvements to or upon the Property or any part thereof, and (iii) the balance, if any, to such part of the Indebtedness as selected by the Mortgagee. The Mortgagor shall pay on demand to the Mortgagee the amount of any deficiency between (1) the amounts so received by the Mortgagee and (2) all moneys paid or advanced and all costs and expenses incurred (including without limitation attorneys' fees and expenses) by the Mortgagee in exercising the rights provided in this Section, and the same shall bear interest at a rate equal to five percent (5%) in excess of the then applicable interest rate provided in the Note from the date such advance is made and shall be a part of the Indebtedness secured hereby. The exercise of the remedies provided in this Section shall not cure or waive any Event of Default or notice of an Event of Default hereunder or invalidate any act done pursuant to such notice, and the enforcement of such remedies, once commenced, shall continue for so long as the Mortgagee shall elect, notwithstanding the fact that the exercise of such remedies may have, for a time, cured the original Event of Default.

Section 8.05. Other Remedies. The Mortgagee, or at the Mortgagee's election, the Mortgagee, shall have the right from time to time to enforce any legal or equitable remedy against the Mortgagor and to sue the Mortgagor for any sums whether interest, damages for failure to pay

principal or any installments thereof, Taxes, or any other sums required to be paid under the terms of this Mortgage, as the same become due, without regard to whether or not the Principal Sum secured or any other Indebtedness secured by this Mortgage shall be due, and without prejudice to the right of the Mortgagee thereafter to enforce any appropriate remedy against the Mortgagor, including an action of foreclosure, or any other action, including an action for specific performance, for a default or defaults by the Mortgagor existing at the time such earlier action was commenced. Nothing contained in this Mortgage shall preclude the Mortgagee from exercising or enforcing any rights it may now or hereafter have under or pursuant to any separate instrument of guaranty.

Section 8.06. U.C.C. Proceed under the U.C.C. as to all or any part of the Security which may come under the jurisdiction of the U.C.C., and in conjunction therewith to exercise all of the rights, remedies and powers of a Mortgagee under the U.C.C. Upon the occurrence of any Event of Default hereunder, the Mortgagor shall assemble all of the Security which may come under the jurisdiction of the U.C.C. and make the same available on the Property. Any notification required by Section 9-504 of the U.C.C. shall be deemed reasonably and properly given if mailed certified mail, return receipt requested, postage prepaid, by the Mortgagee to the Mortgagor at the address specified at least five (5) days before any sale or other disposition of such Security, or any portion thereof. Disposition of such Security or any portion thereof shall be deemed commercially reasonable if made pursuant to a public offering advertised at least twice in a newspaper of general circulation in the community where the Property is located.

Section 8.07. Remedies, etc. Cumulative. Each right, power and remedy of the Mortgagee or the Mortgagee as provided for in this Mortgage or in any of the other Loan Documents, shall be cumulative and concurrent and shall be in addition to every other right, power or remedy provided for in this Mortgage or in any of the other Loan Documents, and the exercise or beginning of the exercise by the Mortgagee or the Mortgagee of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by the Mortgagee or the Mortgagee of any or all such other rights, powers or remedies.

Section 8.08. No Waiver, etc. NO FAILURE OR DELAY BY THE MORTGAGEE TO INSIST UPON THE STRICT PERFORMANCE OF ANY TERM, CONDITION, COVENANT OR AGREEMENT OF THIS MORTGAGE OR OF ANY OF THE OTHER LOAN DOCUMENTS, OR TO EXERCISE ANY RIGHT, POWER OR REMEDY CONSEQUENT UPON A BREACH THEREOF, SHALL CONSTITUTE A WAIVER OF ANY SUCH TERM, CONDITION, COVENANT OR AGREEMENT OR OF ANY SUCH BREACH, OR PRECLUDE THE MORTGAGEE FROM EXERCISING ANY SUCH RIGHT, POWER OR REMEDY AT ANY LATER TIME OR TIMES. BY ACCEPTING PAYMENT AFTER THE DUE DATE OF ANY AMOUNT PAYABLE UNDER THIS MORTGAGE OR UNDER ANY OF THE OTHER LOAN DOCUMENTS MORTGAGEE SHALL NOT BE DEEMED TO HAVE WAIVED THE RIGHT EITHER TO REQUIRE PROMPT PAYMENT WHEN DUE OF ALL OTHER AMOUNTS PAYABLE UNDER THIS MORTGAGE OR UNDER ANY OF THE OTHER LOAN DOCUMENTS, OR TO DECLARE A DEFAULT FOR FAILURE TO EFFECT SUCH PROMPT PAYMENT OF ANY SUCH OTHER AMOUNT. NEITHER THE MORTGAGOR NOR ANY OTHER PERSON NOW OR HEREAFTER OBLIGATED FOR THE PAYMENT OF THE WHOLE OR ANY PART OF THE INDEBTEDNESS NOW OR HEREAFTER SECURED BY THIS MORTGAGE SHALL BE RELIEVED OF SUCH OBLIGATION BY REASON OF THE FAILURE OF THE MORTGAGEE TO COMPLY WITH ANY REQUEST OF THE MORTGAGOR OR OF ANY OTHER PERSON SO OBLIGATED TO TAKE ACTION TO FORECLOSE THIS MORTGAGE OR OTHERWISE ENFORCE ANY OF THE PROVISIONS OF THIS MORTGAGE OR OF ANY OBLIGATIONS SECURED BY THIS MORTGAGE, OR BY REASON OF ANY AGREEMENT OR STIPULATION BETWEEN ANY SUBSEQUENT OWNER OR OWNERS OF THE SECURITY OR ANY PART THEREOF, OR BY THE MORTGAGEE EXTENDING THE TIME OF PAYMENT OR MODIFYING THE TERMS OF THE NOTE OR THIS MORTGAGE WITHOUT FIRST HAVING OBTAINED THE CONSENT OF THE MORTGAGOR OR SUCH OTHER PERSON, AND IN THE LATTER EVENT, THE MORTGAGOR AND ALL SUCH OTHER

PERSONS SHALL CONTINUE LIABLE TO MAKE SUCH PAYMENTS ACCORDING TO THE TERMS OF ANY SUCH AGREEMENT OF EXTENSION OR MODIFICATION UNLESS EXPRESSLY RELEASED AND DISCHARGED IN WRITING BY THE MORTGAGEE. REGARDLESS OF CONSIDERATION, AND WITHOUT THE NECESSITY FOR ANY NOTICE TO OR CONSENT BY THE HOLDER OF ANY SUBORDINATE LIEN ON THE SECURITY, THE MORTGAGEE MAY RELEASE THE OBLIGATION OF ANY PERSON AT ANY TIME LIABLE FOR ANY OF THE INDEBTEDNESS SECURED BY THIS MORTGAGE OR ANY PART OF THE SECURITY AND MAY EXTEND THE TIME OF PAYMENT OR OTHERWISE MODIFY THE TERMS OF THE NOTE OR THIS MORTGAGE WITHOUT, AS TO THE SECURITY OR THE REMAINDER THEREOF, IN ANYWISE IMPAIRING OR AFFECTING THE LIEN AND/OR SECURITY INTEREST OF THIS MORTGAGE OR THE PRIORITY OF SUCH LIEN AND/OR SECURITY INTEREST, AS SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AS IT MAY BE SO EXTENDED OR MODIFIED, OVER ANY SUBORDINATE LIEN. THE HOLDER OF ANY SUBORDINATE LIEN SHALL HAVE NO RIGHT TO TERMINATE ANY LEASE AFFECTING THE SECURITY WHETHER OR NOT SUCH LEASE IS SUBORDINATE TO THIS MORTGAGE. THE MORTGAGEE MAY RESORT FOR THE PAYMENT OF THE INDEBTEDNESS SECURED HEREBY TO THE PROPERTY OR TO ANY OF THE OTHER SECURITY IN SUCH ORDER AND MANNER AS THE MORTGAGEE MAY ELECT.

ARTICLE IX

MISCELLANEOUS

Section 9.01. Payment by Others. Any payment of the Indebtedness or any part thereof made in accordance with the terms of this Mortgage or of the Note by any subsequent owner of the Security, or by any other Person whose interest in the Security might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the Security, shall be deemed as between the Mortgagee and all Persons who at any time may be liable as aforesaid or may own or have an interest in the Security, to have been made on behalf of such Persons.

Section 9.02. Notices. All notices, demands, requests, consents, or approvals required under this Mortgage to be in writing, shall be deemed to have been properly given if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to the Mortgagee:	LIVE OAK BANKING COMPANY 1741 Tiburon Drive Wilmington, NC 28403
with a copy to:	LEE RILEY LAW, LLC 405 Gorham Avenue Wilmington NC 28409 Attn: K. Lee Riley, Jr., Esquire
If to the Borrower (or any of them):	LOU'S TOTAL CARE CARE, INC. MORALEZ REAL ESTATE LLC 1441 SE 13th Terrace Cape Coral, FL 33990 Attn: Luis R. Moralez and Nora Rodriguez-Moralez

Section 9.03. Definitions. Wherever used in this Mortgage, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Mortgage" shall mean this Mortgage and any supplement or supplements hereto, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. The

Mortgagee may release, compromise, modify or settle with any of the Mortgagor, in whole or in part, without impairing, lessening or affecting the obligations and liabilities of the others of the Mortgagor hereunder or under the Note. Any of the acts mentioned aforesaid may be done without the approval or consent of, or notice to, any of the Mortgagor.

Section 9.04. Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the Land and shall apply to, and bind the successors and assigns of the Mortgagor (including any permitted subsequent owner of the Security or any portion thereof) and inure to the benefit of the Mortgagee, its successors and assigns.

Section 9.05. Amendments. This Mortgage may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

Section 9.06. Illegality. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Mortgagor to pay interest, principal, principal and interest, or any other of the Indebtedness secured by this Mortgage, operates or would prospectively operate to invalidate this Mortgage in whole or in part, then such clause or provision only shall be void, as though not herein contained, and the remainder of this Mortgage shall remain operative and in full force and effect; and if such clause or provision requires the Mortgagor to pay interest, principal, principal and interest or any other of the Indebtedness secured by this Mortgage, then at the option of the Mortgagee, the entire unpaid Principal Sum, with all unpaid interest accrued thereon and all other unpaid Indebtedness secured by this Mortgage shall become due and payable.

Section 9.07. Governing Law. This Mortgage is being executed and delivered in the State and shall be construed, governed and enforced in accordance with the laws in effect from time to time in the State of North Carolina (exclusive of conflicts of laws provisions).

Section 9.08. Entire Agreement. This Mortgage constitutes the entire agreement as to the matters contained herein.

Section 9.09. Waiver of Jury Trial. THE LENDER AND THE BORROWER EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE MORTGAGEE OR THE MORTGAGOR MAY BE PARTIES, ARISING OUT OF, OR IN ANY WAY PERTAINING TO, THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE MORTGAGEE AND THE MORTGAGOR, AND THE MORTGAGEE AND THE MORTGAGOR EACH HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BOTH THE MORTGAGOR AND THE MORTGAGEE FURTHER REPRESENT THAT THE MORTGAGOR AND THE MORTGAGEE HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF EACH OF THE MORTGAGOR'S AND THE MORTGAGEE'S OWN FREE WILL, AND THAT THE MORTGAGOR AND THE MORTGAGEE HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, the Mortgagor has caused this Mortgage to be executed under seal by its duly authorized representative as of the date first written above.

MORALEZ REAL ESTATE LLC

By: _____ (SEAL)
Luis Moralez, Member

By: Nora Rodriguez Moralez (SEAL)
Nora Rodriguez-Moralez, Member

STATE OF FLORIDA CITY/COUNTY OF LEE, TO WIT:

I HEREBY CERTIFY, that on this 20 day of August, 2020, before me, the undersigned Notary Public of said State, personally appeared LUIS MORALEZ and NORA RODRIGUEZ-MORALEZ, who acknowledged themselves to be the Members of MORALEZ REAL ESTATE LLC, a Florida limited liability company, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Robert P. Halgrim, Jr.
Notary Public

My Commission Expires:
_____

ROBERT P. HALGRIM, JR. MY COMMISSION EXPIRES FEBRUARY 10, 2023 #GG 292678 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

EXHIBIT A

Description of Property

A PLOT OR PARCEL OF LAND LYING IN A PORTION OF THE NORTHWEST QUARTER ($NW\frac{1}{4}$) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PLOT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°08'20"E. ALONG THE WEST LINE SAID SECTION 1 FOR 648.61 FEET; THENCE RUN N.88°59'28"E. TO A POINT ALONG THE EAST RIGHT OF WAY LINE OF US 41, TAMIAMI TRAIL (STATE ROAD #45) FOR 33.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N.88°59'28"E. FOR 637.62 FEET; THENCE RUN S.00°08'44"E. TO A POINT ALONG THE NORTH RIGHT OF WAY LINE OF NORTH AIRPORT ROAD (90.00 FEET WIDE) FOR 580.53 FEET; THENCE RUN S.89°09'52"W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 362.65 FEET; THENCE RUN N.00°07'47"W. FOR 355.00 FEET; THENCE RUN N.89°43'00"W. TO A POINT ALONG THE AFORESAID EAST RIGHT OF WAY LINE OF US 41, TAMIAMI TRAIL (STATE ROAD #45) FOR 275.01 FEET; THENCE RUN N.00°09'02"W. ALONG SAID EAST RIGHT OF WAY LINE FOR 218.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 271,143.85 SQ. FT, OR 6.22 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS, RECORDED AND UNRECORDED.

EXHIBIT B
List of Collateral

1. All building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the Improvements), now or hereafter located or contained in or upon or attached to (or intended to be located or contained in or upon or attached to) the Land or the Improvements or any part thereof, and used or usable in connection with any present or future use or operations of the Land or the Improvements or any part thereof (collectively, the "Equipment"), including, without limitation, all heating, air-conditioning, air-cooling, freezing, lighting, laundry, incinerating, plumbing, cleaning, fire prevention, fire extinguishing, ventilating, communications and power apparati and equipment, engines, pipes, tanks, motors, conduits, switchboards, boilers, ranges, furnaces, oil burners or units thereof, appliances, vacuum cleaning systems, shades, awnings, screens, storm doors and windows, stoves, microwave ovens, refrigerators, washing machines, dryers, garbage disposals, hoods, fans, trash compactors, attached cabinets, partitions, ducts and compressors, rugs and carpets, draperies, furnishings, electrical apparati, sound transmission systems, shelving, storage facilities and other apparati.

2. All judgments, awards of damages (including but not limited to severance and consequential damages), payments, proceeds, settlements or other compensation heretofore or hereafter made, including interest thereon, and the right to receive the same, as a result of, in connection with, or in lieu of (a) any taking of the Property or any part thereof under the power of eminent domain, either temporarily or permanently, (b) any change or alteration of the grade of any street, and (c) any injury or damage to, or decrease in value of, the Property or any part thereof and including payments, proceeds, settlements or other compensation heretofore or hereafter made, including any interest thereon, and the right to receive the same, from any and all insurance policies covering the Property or any portion thereof (collectively, the "Awards", or singularly an "Award"), to the extent of all Indebtedness which may be secured by the Mortgage at the date of receipt of any such Award by the Secured Party, and of the counsel fees, costs and disbursements, if any, incurred by the Secured Party in connection with the collection of such Award.

3. All rents, royalties, issues, profits, revenues, income, accounts (including any funds or accounts held by the Secured Party for or for the account of Debtor), accounts receivable, contract rights (including those assigned pursuant to the Assignments of Contracts), general intangibles, compensation, contributions, things in action, chattel paper, instruments, mortgages, and other benefits of the Property, or arising from the use or enjoyment of all or any portion thereof, or from any Leases, or other agreement, and all right, title and interest of the Debtor in and to, and remedies under, all Leases and other agreements both now in existence and hereafter entered into, including, without limitation, all cash or security deposits thereunder or guaranties provided to secure performance by the Lessees or other obligors of their obligations thereunder, whether such cash or security deposits are to be held until the expiration of the terms of such Leases or other agreements or are to be applied to one or more of the installments of rent or other payments or performance obligations coming due immediately prior to the expiration of such terms.

4. All funds and/or accounts (including the escrow account and for any other funds or accounts now or hereafter held by the Secured party for, or for the account of, Debtor) that the Secured Party is entitled, now or thereafter, to hold as security for the Loan and/or a result of the exercise by the Secured Party of any set-off rights and in any and all segregated funds, securities, instruments, documents and other property held, whether now or hereafter, by the Secured Party as security for the Loan and/or a result of the exercise by the Secured Party of its rights under any assignment, pledge or security interest granted by the Debtor to secure its obligations under the Loan Agreement and/or the Mortgage.

5. All capitalized terms used in this Exhibit have the meanings given such terms herein or, if not defined herein as defined in the Mortgage. In the event this Exhibit is attached (a) to the Mortgage, the term "Debtor" means the Mortgagor, and the term "Secured Party" means the Mortgagee; or (b) to the Loan Agreement, the term "Debtor" means the Borrower, and the term "Secured Party" means the Lender.

BORROWER ACKNOWLEDGMENT

Acknowledged and agreed to as of the day and date first above written.

LOU'S TOTAL CAR CARE, INC.

By: _____ (SEAL)
Luis Moralez, President

By: Nora Rodriguez Moralez (SEAL)
Nora Rodriguez-Moralez, Vice President

STATE OF FLORIDA CITY/COUNTY OF LEE, TO WIT:

I HEREBY CERTIFY, that on this 20 day of August, 2020, before me, the undersigned Notary Public of said State, personally appeared LUIS MORALEZ and NORA RODRIGUEZ-MORALEZ, who acknowledged themselves to be the Officers of LOU'S TOTAL CAR CARE, INC., a Florida corporation, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission Expires:
_____

Robert P. Halgrim, Jr.
Notary Public

ROBERT P. HALGRIM, JR. MY COMMISSION EXPIRES FEBRUARY 10, 2023 #GG 292678 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2020000200838, Doc Type ASG, Pages 10, Recorded 8/26/2020 at 12:21 PM, Deputy Clerk WMILLER
Rec Fees: $86.50

Prepared by and return to:
Lee Riley Law, LLC
4905 Gorham Avenue
Wilmington, NC 28409

ASSIGNMENT OF LEASES AND RENTS
(SBA Loan No. 54542282-01)

THIS ASSIGNMENT OF LEASES AND RENTS (this "Assignment") is made this 20 day of Augusr, 2020, by MORALEZ REAL ESTATE LLC, its successors and assigns (the "Assignor"), and LIVE OAK BANKING COMPANY, its successors and assigns (the "Assignee").

WHEREAS, the Assignee has agreed to loan Assignor and LOU'S TOTAL CAR CARE, INC. (collectively the "Borrower"), the principal sum of Three Million Three Hundred Thousand and No/100 Dollars ($3,300,000.00) term loan (the "Principal Sum"), for which Principal Sum the Assignor has delivered a promissory note of even date herewith, payable to the order of the Assignee, which promissory note, together with any extensions or renewals thereof or substitutions therefor, is referred to as the "Note"; and

WHEREAS, the Assignor wishes and intends, by the execution and delivery of this Assignment, to secure (a) the full and punctual payment of (i) the Principal Sum, all interest thereon and all late charges and other fees and expenses due pursuant to the terms of the Note, and (ii) certain other indebtedness as hereinafter set forth, and (b) the performance of, and compliance with, all of the terms, covenants, conditions, stipulations and agreements contained in the Note, this Assignment and all other documents executed and/or delivered in connection with the borrowing hereinabove described.

NOW, THEREFORE, THIS ASSIGNMENT WITNESSETH, that the Assignor, in consideration of the premises and the sum of One Dollar ($1.00) lawful money of the United States of America, to the Assignor in hand paid, the receipt and sufficiency of which are hereby acknowledged, hereby absolutely and unconditionally assigns and grants all of the property described herein, in connection with the Assignor's fee simple or leasehold interest (as indicated in the Title Policy) in the Land (commonly known as **4551 S. Cleveland Avenue, Fort Myers, FL 33907**, and as more fully described on Exhibit A attached hereto and made a part hereof) unto the Assignee, its successors and assigns.

To secure to the Assignee for the benefit of the Assignee (a) the payment of the Indebtedness and (b) the performance of the Obligations.

AND THIS ASSIGNMENT FURTHER WITNESSETH, that the Assignor hereby represents, warrants, covenants and agrees as follows, and stipulates that a breach of any of the following

representations, warranties, covenants and agreements shall be deemed a breach of a material condition of this Assignment and of the other Loan Documents.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. The capitalized terms used in this Assignment shall have the meanings indicated below unless the specific context in which such terms are used in this Assignment requires a different meaning. All capitalized terms which are not otherwise defined herein and which are defined that certain Mortgage of even date herewith executed and delivered by and between the Assignor and the Assignee (the "Mortgage") shall have the meanings set forth therein.

ARTICLE II

ASSIGNMENT

Section 2.01. Assignment of Leases and Rents. The Assignor hereby grants, assigns, transfers and sets over unto the Assignee, all of Assignor's right, title and interest in and to any Leases, or any portion thereof, now or hereinafter entered into, together with all of the rents, royalties, issues, profits, revenues, income and other benefits of the Security including, without limitation, any security deposits thereunder or guaranties to secure performance by the Lessees of their obligations thereunder, whether such security deposits are to be held until the expiration of the terms of such Leases or applied to one or more installments of rent coming due immediately prior to the expiration of such terms; reserving in the Assignor a license to collect and receive the same until there is a default under this Assignment.

Section 2.02. Covenants and Agreements. The Assignor will carry out all of its covenants and agreements under all Leases which it has executed or may hereafter execute in connection with the Security, or any portion thereof. The Assignor will not enter into any Lease without thirty (30) days prior written notice to the Assignee. At any time within thirty (30) days after notice and demand by the Assignee, the Assignor will deliver to the Assignee a written statement in such reasonable detail as the Assignee may request, certified by the Assignor, of all of the Leases relating to the Security or any part thereof, including the names of all Lessees, the terms of all Leases and the rentals payable under all Leases, and, on demand, the Assignor will furnish to the Assignee executed counterparts of any such Leases. If any of such Leases provide for the giving by the Lessee of certificates with respect to the status of such Leases, the Assignor shall exercise its right to require such certificates within ten (10) days after any request therefor by the Assignee.

Section 2.03. License to Collect Rents. So long as there shall exist no default under this Assignment, the Assignor shall have a license, terminable by the Assignee upon the occurrence of a default hereunder, to collect upon, but not prior to accrual, the rents under the Leases (collectively, the "Rents"), such rents to be held in trust for the Assignee. Each month, upon the Assignor's compliance with all of its obligations required under the Loan Documents, the Assignor may retain such rents as were collected that month and held in trust for the Assignee. Upon the occurrence of a default hereunder, the license granted to the Assignor shall be automatically and immediately revoked without any requirement of notice. Upon revocation of such license and following notification to the Lessees under such Leases by the Assignee that rents are to be paid to the Assignee, all rents shall be paid directly to the Assignee and not through the Assignor, it being understood that a demand by the Assignee on any Lessee under such Leases for the payment of rent

following any default claimed by the Assignee shall be sufficient to warrant such Lessee making future payments of rent to the Assignee without the necessity of further consent by the Assignor.

Section 2.04. Enforcement of Obligations. The Assignor will, at its sole cost and expense, use its best efforts to enforce or secure, or cause to be enforced or secured, the performance of each and every obligation and undertaking of the respective Lessees under any Leases, or any portion thereof, and will appear in and defend, at its sole cost and expense, any action or proceeding arising under or in any manner connected with such Leases or the obligations and undertakings of any Lessee thereunder.

Section 2.05. No Further Assignment. The Assignor will not further assign the whole or any part of the rents, income or profits arising from the Security or any part thereof without the prior written consent of the Assignee, and any assignment thereof without such consent shall be null and void.

Section 2.06. No Terminations, etc. The Assignor will not, without the prior written consent of the Assignee, (i) cancel, terminate, accept a surrender of, reduce the payment of rent under, or accept any prepayment of rent (other than is customary) under, any present or future Lease, (ii) lease all or any part of the Security except upon lease forms which shall have been approved by the Assignee, or (iii) permit a lien or encumbrance on the Security or any part thereof superior to any such Lease other than the Permitted Liens.

Section 2.07. Sale of Security. If the Assignor has leased or shall hereafter lease the Security or any part thereof by Lease or Leases, any such Lease or Leases shall be subject to the condition that in the event of any sale of the Security, or any part thereof, pursuant to the default provisions of this Assignment, such Lease or Leases shall, at the sole option of Assignee, continue in full force and effect, and the Lessees thereunder will, upon request, attorn to and acknowledge in writing the purchaser or purchasers at such sale or sales as landlord or lessor thereunder, unless the Assignee or such purchaser or purchasers or the Assignee, shall, at or prior to the time of such sale or sales or within sixty (60) days thereafter, notify the Lessees, in writing, to vacate and surrender the leased premises within ninety (90) days from the date of such sale or sales, in the event of which notice any such Lease or Leases shall fully terminate and expire at the end of such period of ninety (90) days from and after the date of such sale or sales; provided, however, that any such purchaser or purchasers shall not be bound by any payment of rent in advance or any amendment or modification of the Lease made without the prior written consent of the Assignee and such purchaser or purchasers.

Section 2.08. Indemnification. The Assignee shall not be obligated to perform or discharge any obligation or duty to be performed or discharged by the Assignor under any Lease or Leases for all or any part of the Security, and the Assignor shall indemnify the Assignee for, and save them harmless from, any and all liability arising from any such Lease or Leases, or from any assignment thereof, and any such assignment shall not place the responsibility for the control, care, management or repair of the Security or any part thereof upon the Assignee, nor make the Assignee liable for any negligence in the management, operation, upkeep, repair or control of the Security or any part thereof resulting in loss or injury or death to any Lessee, agent or stranger.

ARTICLE III

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

To induce the Assignee to make the Loan and to enter into this Assignment, the Assignor affirms the representations, warranties, covenants and agreements set forth in Article III, Article IV

and Article V of the Mortgage. The Assignor acknowledges the Assignee's justifiable right to rely upon such representations, warranties, covenants and agreements.

ARTICLE IV

EVENTS OF DEFAULT

The occurrence of one or more of the following events (herein sometimes referred to as "Events of Default," or singularly an "Event of Default") shall constitute an Event of Default hereunder, and all such Events of Default are individually and collectively included in the term "default" as used herein:

Section 4.01. Failure to Pay Principal and Interest. The Assignor shall fail to pay promptly any payment of the Principal Sum or of any interest thereon as and when the same is due and payable in accordance with the terms of the Note.

Section 4.02. Failure to Pay Other Indebtedness. The Assignor shall fail to pay promptly any of the other Indebtedness secured hereby as and when the same shall be due and payable in accordance with the terms hereof or of the Note.

Section 4.03. Default Under Other Loan Documents. An event of default shall occur under any of the other Loan Documents, including without limitation, the Mortgage, and such event of default is not cured within any applicable grace period provided therein.

ARTICLE V

RIGHTS AND REMEDIES

If one or more of the Events of Default set forth in Article IV above shall occur, then in each and every such case, the Assignee, may at any time thereafter exercise any or all of the powers, privileges, discretions, rights or remedies set forth in Article VIII of the Mortgage, and including without limitation, the following:

Section 5.01. Automatic Revocation of License. The Assignee may exercise its rights upon the automatic revocation of the license granted to the Assignor in Section 2.03 above, and the Assignee shall immediately be entitled to possession of all Rents and sums due under any Lease, whether or not the Assignee enters upon or takes control of the Property. In addition, the Assignee may, at its option, without waiving such Event of Default, without regard to the adequacy of the security for the Loan, either in person or by agent, nominee or attorney, with or without bringing any action or proceeding, or by a receiver appointed by a court, dispossess the Assignor and its agents or servants wholly therefrom, and take possession of the Property and all books, records and accounts relating thereto and have, hold, manage, lease and operate the Property on such terms and for such period of time as the Assignee may deem proper and either with or without taking possession of the Property in its own name, demand, sue for otherwise collect and receive all Rents and sums due under all Leases, including those past due and unpaid with full power to make from time to time all alterations, renovations, repairs or replacements thereto or thereof as the Assignee may deem proper and may apply the Rents and sums received pursuant to any Lease to the payment of the following in such order notwithstanding: (a) all expenses of managing and securing the Property, including, without being limited thereto, the salaries, fees and wages of a managing agent and such other employees or agents as the Assignee may deem necessary or desirable and all expenses of operating and maintaining the Property, including, without being limited thereto, all taxes, charges, assessments, water charges, sewer rents and any other liens, and premiums for all

insurance which the Assignee may deem necessary or desirable, and the cost of all alterations, renovations, repairs or replacements, and all expenses incident to taking and retaining possession of the Property; and (b) the Loan, together with all costs and reasonable attorneys' fees. In addition, upon the occurrence of an Event of Default, the Assignee, at its option, may (1) exercise all rights and powers of the Assignor, including without limitation, the right to negotiate, execute, cancel, enforce or modify Leases, obtain and evict tenants, and demand, sue for, collect and receive all Rents from the Property and all sums due under any Lease, (2) require the Assignor to vacate and surrender possession of the Property to the Assignee or to such other receiver and, in default thereof, the Assignor may be evicted by summary proceedings or otherwise, and (3) either require the Assignor to pay monthly in advance to the Assignee, or any receiver appointed to collect the Rents, the fair and reasonable rental value for the use and occupancy of such part of the Property as may be in possession of the Assignor.

Section 5.02. Other Remedies. The Assignee, or at the Assignee's election, the Assignee, shall have the right from time to time to enforce any legal or equitable remedy against the Assignor and to sue the Assignor for any sums whether interest, damages for failure to pay principal or any installments thereof, Taxes, or any other sums required to be paid under the terms of this Assignment, as the same become due, without regard to whether or not the Principal Sum secured or any other Indebtedness secured by this Assignment shall be due, and without prejudice to the right of the Assignee thereafter to enforce any appropriate remedy against the Assignor, including an action of foreclosure, or any other action, including an action for specific performance, for a default or defaults by the Assignor existing at the time such earlier action was commenced. Nothing contained in this Assignment shall preclude the Assignee from exercising or enforcing any rights it may now or hereafter have under or pursuant to any separate instrument of guaranty.

Section 5.03. No Waiver, etc. NO FAILURE OR DELAY BY THE ASSIGNEE TO INSIST UPON THE STRICT PERFORMANCE OF ANY TERM, CONDITION, COVENANT OR AGREEMENT OF THIS ASSIGNMENT OR OF ANY OF THE OTHER LOAN DOCUMENTS, OR TO EXERCISE ANY RIGHT, POWER OR REMEDY CONSEQUENT UPON A BREACH THEREOF, SHALL CONSTITUTE A WAIVER OF ANY SUCH TERM, CONDITION, COVENANT OR AGREEMENT OR OF ANY SUCH BREACH, OR PRECLUDE THE ASSIGNEE FROM EXERCISING ANY SUCH RIGHT, POWER OR REMEDY AT ANY LATER TIME OR TIMES. BY ACCEPTING PAYMENT AFTER THE DUE DATE OF ANY AMOUNT PAYABLE UNDER THIS ASSIGNMENT OR UNDER ANY OF THE OTHER LOAN DOCUMENTS ASSIGNEE SHALL NOT BE DEEMED TO HAVE WAIVED THE RIGHT EITHER TO REQUIRE PROMPT PAYMENT WHEN DUE OF ALL OTHER AMOUNTS PAYABLE UNDER THIS ASSIGNMENT OR UNDER ANY OF THE OTHER LOAN DOCUMENTS, OR TO DECLARE A DEFAULT FOR FAILURE TO EFFECT SUCH PROMPT PAYMENT OF ANY SUCH OTHER AMOUNT. NEITHER THE ASSIGNOR NOR ANY OTHER PERSON NOW OR HEREAFTER OBLIGATED FOR THE PAYMENT OF THE WHOLE OR ANY PART OF THE INDEBTEDNESS NOW OR HEREAFTER SECURED BY THIS ASSIGNMENT SHALL BE RELIEVED OF SUCH OBLIGATION BY REASON OF THE FAILURE OF THE ASSIGNEE TO COMPLY WITH ANY REQUEST OF THE ASSIGNOR OR OF ANY OTHER PERSON SO OBLIGATED TO TAKE ACTION TO FORECLOSE THIS ASSIGNMENT OR OTHERWISE ENFORCE ANY OF THE PROVISIONS OF THIS ASSIGNMENT OR OF ANY OBLIGATIONS SECURED BY THIS ASSIGNMENT, OR BY REASON OF ANY AGREEMENT OR STIPULATION BETWEEN ANY SUBSEQUENT OWNER OR OWNERS OF THE SECURITY OR ANY PART THEREOF, OR BY THE ASSIGNEE EXTENDING THE TIME OF PAYMENT OR MODIFYING THE TERMS OF THE NOTE OR THIS ASSIGNMENT WITHOUT FIRST HAVING OBTAINED THE CONSENT OF THE ASSIGNOR OR SUCH OTHER PERSON, AND IN THE LATTER EVENT, THE ASSIGNOR AND ALL SUCH OTHER PERSONS SHALL CONTINUE LIABLE TO MAKE SUCH PAYMENTS ACCORDING TO THE TERMS OF ANY SUCH AGREEMENT OF EXTENSION OR MODIFICATION UNLESS EXPRESSLY RELEASED AND DISCHARGED IN WRITING BY THE ASSIGNEE. REGARDLESS OF CONSIDERATION, AND WITHOUT THE NECESSITY FOR ANY NOTICE TO OR CONSENT BY THE HOLDER OF ANY SUBORDINATE LIEN ON THE SECURITY, THE

ASSIGNEE MAY RELEASE THE OBLIGATION OF ANY PERSON AT ANY TIME LIABLE FOR ANY OF THE INDEBTEDNESS SECURED BY THIS ASSIGNMENT OR ANY PART OF THE SECURITY AND MAY EXTEND THE TIME OF PAYMENT OR OTHERWISE MODIFY THE TERMS OF THE NOTE OR THIS ASSIGNMENT WITHOUT, AS TO THE SECURITY OR THE REMAINDER THEREOF, IN ANYWISE IMPAIRING OR AFFECTING THE LIEN AND/OR SECURITY INTEREST OF THIS ASSIGNMENT OR THE PRIORITY OF SUCH LIEN AND/OR SECURITY INTEREST, AS SECURITY FOR THE PAYMENT OF THE INDEBTEDNESS AS IT MAY BE SO EXTENDED OR MODIFIED, OVER ANY SUBORDINATE LIEN. THE HOLDER OF ANY SUBORDINATE LIEN SHALL HAVE NO RIGHT TO TERMINATE ANY LEASE AFFECTING THE SECURITY WHETHER OR NOT SUCH LEASE IS SUBORDINATE TO THIS ASSIGNMENT. THE ASSIGNEE MAY RESORT FOR THE PAYMENT OF THE INDEBTEDNESS SECURED HEREBY TO THE PROPERTY OR TO ANY OF THE OTHER SECURITY IN SUCH ORDER AND MANNER AS THE ASSIGNEE MAY ELECT.

ARTICLE VI

MISCELLANEOUS

Section 6.01. Payment by Others. Any payment of the Indebtedness or any part thereof made in accordance with the terms of this Assignment or of the Note by any subsequent owner of the Security, or by any other Person whose interest in the Security might be prejudiced in the event of a failure to make such payment, or by any stockholder, officer or director of a corporation which at any time may be liable for such payment or may own or have such an interest in the Security, shall be deemed as between the Assignee and all Persons who at any time may be liable as aforesaid or may own or have an interest in the Security, to have been made on behalf of such Persons.

Section 6.02. Notices. All notices, demands, requests, consents, or approvals required under this Assignment to be in writing, shall be deemed to have been properly given if and when mailed by first class certified mail, return receipt requested, postage prepaid, as follows:

If to the Lender:	LIVE OAK BANKING COMPANY 1741 Tiburon Drive Wilmington, NC 28403
with a copy to:	LEE RILEY LAW, LLC 4905 Gorham Avenue Wilmington, NC 28409 Attn: K. Lee Riley, Jr., Esquire
If to the Assignor:	MORALEZ REAL ESTATE LLC 1441 SE 13th Terrace Cape Coral, FL 33990 Attn: Luis R. Moralez and Nora Rodriguez-Moralez

Section 6.03. Definitions. Wherever used in this Assignment, unless the context clearly indicates a contrary intent or unless otherwise specifically provided herein, the word "Assignment" shall mean this Assignment and any supplement or supplements hereto, and pronouns of any gender shall include the other genders, and either the singular or plural shall include the other. The Assignee may release, compromise, modify or settle with any of the Assignor, in whole or in part, without impairing, lessening or affecting the obligations and liabilities of the others of the Assignor hereunder or under the Note. Any of the acts mentioned aforesaid may be done without the approval or consent of, or notice to, any of the Assignor.

Section 6.04. Successors and Assigns. All of the grants, covenants, terms, provisions and conditions herein shall run with the Land and shall apply to, and bind the successors and assigns of the Assignor (including any permitted subsequent owner of the Security or any portion thereof) and inure to the benefit of the Assignee, its successors and assigns.

Section 6.05. Amendments. This Assignment may not be modified or amended except by an agreement in writing, signed by the party against whom enforcement of the change is sought.

Section 6.06. Illegality. If fulfillment of any provision hereof or any transaction related hereto or to the Note, at the time performance of such provisions shall be due, shall involve transcending the limit of validity prescribed by law, then the obligation to be fulfilled shall be reduced to the limit of such validity; and if any clause or provisions herein contained, other than the provisions requiring the Assignor to pay interest, principal, principal and interest, or any other of the Indebtedness secured by this Assignment, operates or would prospectively operate to invalidate this Assignment in whole or in part, then such clause or provision only shall be void, as though not herein contained, and the remainder of this Assignment shall remain operative and in full force and effect; and if such clause or provision requires the Assignor to pay interest, principal, principal and interest or any other of the Indebtedness secured by this Assignment, then at the option of the Assignee, the entire unpaid Principal Sum, with all unpaid interest accrued thereon and all other unpaid Indebtedness secured by this Assignment shall become due and payable.

Section 6.07. Governing Law. This Assignment is being executed and delivered in the State and shall be construed, governed and enforced in accordance with the laws in effect from time to time in the State of North Carolina (exclusive of conflicts of laws provisions).

Section 6.08. Entire Agreement. This Assignment constitutes the entire agreement as to the matters contained herein.

Section 6.09. Waiver of Jury Trial. THE LENDER AND THE BORROWER EACH HEREBY WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING TO WHICH THE ASSIGNEE OR THE ASSIGNOR MAY BE PARTIES, ARISING OUT OF, OR IN ANY WAY PERTAINING TO, THIS AGREEMENT. IT IS AGREED THAT THIS WAIVER CONSTITUTES A WAIVER OF TRIAL BY JURY OF ALL CLAIMS AGAINST ALL PARTIES TO SUCH ACTIONS OR PROCEEDINGS. THIS WAIVER IS KNOWINGLY, WILLINGLY AND VOLUNTARILY MADE BY THE ASSIGNEE AND THE ASSIGNOR, AND THE ASSIGNEE AND THE ASSIGNOR EACH HEREBY REPRESENT THAT NO REPRESENTATIONS OF FACT OR OPINION HAVE BEEN MADE BY ANY INDIVIDUAL TO INDUCE THIS WAIVER OF TRIAL BY JURY OR TO IN ANY WAY MODIFY OR NULLIFY ITS EFFECT. BOTH THE ASSIGNOR AND THE ASSIGNEE FURTHER REPRESENT THAT THE ASSIGNOR AND THE ASSIGNEE HAVE BEEN REPRESENTED IN THE SIGNING OF THIS AGREEMENT AND IN THE MAKING OF THIS WAIVER BY INDEPENDENT LEGAL COUNSEL, SELECTED OF EACH OF THE ASSIGNOR'S AND THE ASSIGNEE'S OWN FREE WILL, AND THAT THE ASSIGNOR AND THE ASSIGNEE HAVE HAD THE OPPORTUNITY TO DISCUSS THIS WAIVER WITH COUNSEL.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations:

a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law.

b) Lender or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA

does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

Any clause in this document requiring arbitration is not enforceable when SBA is the holder of the Note secured by this instrument.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed under seal by its duly authorized representative as of the date first written above.

MORALEZ REAL ESTATE LLC

By:_____(SEAL)
Luis Moralez, Member

By:_____(SEAL)
Nora Rodriguez-Moralez, Member

STATE OF FLORIDA CITY/COUNTY OF LEE, TO WIT:

I HEREBY CERTIFY, that on this 20 day of August, 2020, before me, the undersigned Notary Public of said State, personally appeared LUIS MORALEZ and NORA RODRIGUEZ-MORALEZ, who acknowledged themselves to be the Members of MORALEZ REAL ESTATE LLC, a Florida limited liability company, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission Expires:
_____

Robert P. Halgrim, Jr
Notary Public

ROBERT P. HALGRIM, JR. MY COMMISSION EXPIRES FEBRUARY 10, 2023 #GG 292678 Notary Public Underwriters Bonded thru NOTARY PUBLIC, STATE OF FLORIDA

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

EXHIBIT A

Description of Property

A PLOT OR PARCEL OF LAND LYING IN A PORTION OF THE NORTHWEST QUARTER ($NW\frac{1}{4}$) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PLOT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°08'20"E. ALONG THE WEST LINE SAID SECTION 1 FOR 648.61 FEET; THENCE RUN N.88°59'28"E. TO A POINT ALONG THE EAST RIGHT OF WAY LINE OF US 41, TAMIAMI TRAIL (STATE ROAD #45) FOR 33.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N.88°59'28"E. FOR 637.62 FEET; THENCE RUN S.00°08'44"E. TO A POINT ALONG THE NORTH RIGHT OF WAY LINE OF NORTH AIRPORT ROAD (90.00 FEET WIDE) FOR 580.53 FEET; THENCE RUN S.89°09'52"W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 362.65 FEET; THENCE RUN N.00°07'47"W. FOR 355.00 FEET; THENCE RUN N.89°43'00"W. TO A POINT ALONG THE AFORESAID EAST RIGHT OF WAY LINE OF US 41, TAMIAMI TRAIL (STATE ROAD #45) FOR 275.01 FEET; THENCE RUN N.00°09'02"W. ALONG SAID EAST RIGHT OF WAY LINE FOR 218.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 271,143.85 SQ. FT, OR 6.22 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS, RECORDED AND UNRECORDED.

BORROWER ACKNOWLEDGMENT

Acknowledged and agreed to as of the day and date first above written.

LOU'S TOTAL CAR CARE, INC.

By:_____(SEAL)
Luis Moralez, President

By: Nora Rodriguez Moralez (SEAL)
Nora Rodriguez-Moralez, Vice President

STATE OF FLORIDA CITY/COUNTY OF LEE, TO WIT:

I HEREBY CERTIFY, that on this 20 day of August, 2020, before me, the undersigned Notary Public of said State, personally appeared LUIS MORALEZ and NORA RODRIGUEZ-MORALEZ, who acknowledged themselves to be the Officers of LOU'S TOTAL CAR CARE, INC., a Florida corporation, known to me (or satisfactorily proven) to be the persons whose names are subscribed to the within instrument, and acknowledged that they executed the same for the purposes therein contained.

WITNESS my hand and Notarial Seal.

My Commission Expires:
_____

Robert P. Halgrim Jr.
Notary Public

ROBERT P. HALGRIM, JR. MY COMMISSION EXPIRES FEBRUARY 10, 2023 #GG 292678 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2020000200839, Doc Type UCC, Pages 3, Recorded 8/26/2020 at 12:21 PM, Deputy Clerk WMILLER
Rec Fees: $27.00

STATE OF FLORIDA UNIFORM COMMERCIAL CODE FINANCING STATEMENT FORM

A. NAME & DAYTIME PHONE NUMBER OF CONTACT PERSON
Lee Riley Law, LLC 410.404.6633 / jennifermcgee@leerileylaw.com
B. Email Address

C. SEND ACKNOWLEDGEMENT TO:
Name Lee Riley Law, LLC, Attn: K. Lee Riley, Jr.
Address 4905 Gorham Ave
Address
City/State/Zip Wilmington, NC 28409

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (1a OR 1b) – Do Not Abbreviate or Combine Names

1.a ORGANIZATION'S NAME LOU'S TOTAL CAR CARE, INC.				
1.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
1.c MAILING ADDRESS Line One 1441 SE 13TH TERRACE	This space not available.			
MAILING ADDRESS Line Two	CITY CAPE CORAL	STATE FL	POSTAL CODE 33990	COUNTRY USA

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME – INSERT ONLY ONE DEBTOR NAME (2a OR 2b) – Do Not Abbreviate or Combine Names

2.a ORGANIZATION'S NAME MORALEZ REAL ESTATE LLC				
2.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
2.c MAILING ADDRESS Line One 1441 SE 13TH TERRACE	This space not available.			
MAILING ADDRESS Line Two	CITY CAPE CORAL	STATE FL	POSTAL CODE 33990	COUNTRY USA

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) – INSERT ONLY ONE SECURED PARTY (3a OR 3b)

3.a ORGANIZATION'S NAME LIVE OAK BANKING COMPANY				
3.b INDIVIDUAL'S SURNAME	FIRST PERSONAL NAME	ADDITIONAL NAME(S)/INITIAL(S)		SUFFIX
3.c MAILING ADDRESS Line One 1741 TIBURON DRIVE	This space not available.			
MAILING ADDRESS Line Two	CITY WILMINGTON	STATE NC	POSTAL CODE 28403	COUNTRY USA

4. This **FINANCING STATEMENT** covers the following collateral:

All tangible and intangible property of the Debtor, whether now owned or hereafter acquired, including, but not limited to, the Debtor's interest now owned and hereafter acquired in the following types or items of property (all terms used herein shall have the meanings set forth in Article 9 of the Uniform Commercial Code): Accounts; Inventory; Equipment, Furniture, and other Tangible Assets; General Intangibles; Chattel Paper; Instruments.

The Loan secured by this lien was made under a United States Small Business Administration (SBA) nationwide program which uses tax dollars to assist small business owners. If the United States is seeking to enforce this document, then under SBA regulations: a) When SBA is the holder of the Note, this document and all documents evidencing or securing this Loan will be construed in accordance with federal law. b) Secured Party or SBA may use local or state procedures for purposes such as filing papers, recording documents, giving notice, foreclosing liens, and other purposes. By using these procedures, SBA does not waive any federal immunity from local or state control, penalty, tax or liability. No Borrower or Guarantor may claim or assert against SBA any local or state law to deny any obligation of Borrower, or defeat any claim of SBA with respect to this Loan.

5. ALTERNATE DESIGNATION (if applicable) ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ AG LIEN ☐ NON-UCC FILING ☐ SELLER/BUYER

6. Florida DOCUMENTARY STAMP TAX – YOU ARE REQUIRED TO CHECK EXACTLY ONE BOX

☒ All documentary stamps due and payable or to become due and payable pursuant to s. 201.22 F.S., have been paid.

☐ Florida Documentary Stamp Tax is not required.

7. OPTIONAL FILER REFERENCE DATA
LRL 1016.056 / 01.09.2020

STANDARD FORM - FORM UCC-1 (REV.05/2013) Filing Office Copy Approved by the Secretary of State, State of Florida

Description of Property

A PLOT OR PARCEL OF LAND LYING IN A PORTION OF THE NORTHWEST QUARTER (NW¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PLOT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°08'20"E. ALONG THE WEST LINE SAID SECTION 1 FOR 648.61 FEET; THENCE RUN N.88°59'28"E. TO A POINT ALONG THE EAST RIGHT OF WAY LINE OF US 41, TAMIAMI TRAIL (STATE ROAD #45) FOR 33.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N.88°59'28"E. FOR 637.62 FEET; THENCE RUN S.00°08'44"E. TO A POINT ALONG THE NORTH RIGHT OF WAY LINE OF NORTH AIRPORT ROAD (90.00 FEET WIDE) FOR 580.53 FEET; THENCE RUN S.89°09'52"W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 362.65 FEET; THENCE RUN N.00°07'47"W. FOR 355.00 FEET; THENCE RUN N.89°43'00"W. TO A POINT ALONG THE AFORESAID EAST RIGHT OF WAY LINE OF US 41, TAMIAMI TRAIL (STATE ROAD #45) FOR 275.01 FEET; THENCE RUN N.00°09'02"W. ALONG SAID EAST RIGHT OF WAY LINE FOR 218.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 271,143.85 SQ. FT, OR 6.22 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS, RECORDED AND UNRECORDED.

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2020000200835, Doc Type AFF, Pages 2, Recorded 8/26/2020 at 12:21 PM, Deputy Clerk WMILLER
Rec Fees: $18.50

Prepared by & return to:
Old Florida Title
2080 McGregor Blvd. #100
Ft. Myers, FL 33901
File#: 20-0109

LLC AFFIDAVIT

State of Florida
County of Lee

Before me, the undersigned authority, duly authorized to take oaths and acknowledgements personally appeared Luis R. Moralez and Nora Rodriguez-Moralez hereinafter referred to as Affiant.

1. Affiant is of legal age, competent to testify in a court of law and has personal knowledge of the facts set forth herein.

2. That Moralez Real Estate LLC, a Florida limited liability company is a duly and validly existing limited liability company under the laws of the State of Florida and it has not been dissolved.

3. That the LLC is the lease held titleholder of that certain property situated in Lee County, Florida and more particulary described as follows:

See Attached Legal Description

4. Affiant has the authority to execute the mortgage on behalf of the company, and that said act is in conformity with the Articles of Organization and Operating agreement of Moralez Real Estate LLC, a Florida limited liability company.

5. That neither the LLC nor any of its members have been debtors under any bankruptcy proceedings during the existence of the LLC.

6. The following individuals are the Managers/Members of the LLC.
   a) Luis R. Moralez
   b) Nora Rodriguez-Moralez

7. The Affiant is fully authorized to make this affidavit for and on behalf of the LLC with full understanding that it will relied upon to establish the factual matters set forth herein.

8. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statement in an instrument of this nature. Affiant affirms he/she has read the foregoing affidavit and fully understands the facts contained herein.

Affiant:
By:_____ (Seal)
Luis R. Moralez

Affiant:
By: Nora Rodriguez-Moralez (Seal)
Nora Rodriguez-Moralez

State of Florida
County of Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 20th day of August 2020, by Luis R. Moralez and Nora Rodriguez-Moralez who produced a valid Florida Driver's License as identification and who did take an oath.

ROBERT P. HALGRIM, JR. MY COMMISSION EXPIRES FEBRUARY 10, 2023 #GG 292678 Notary Public Underwriters Bonded thru NOTARY PUBLIC, STATE OF FLORIDA

(Seal)

Robert P. Halgrim Jr.
Notary Public
Notary Name Robert P. Halgrim Jr
My Commission Expires: _____

Description of Property

A PLOT OR PARCEL OF LAND LYING IN A PORTION OF THE NORTHWEST QUARTER (NW¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PLOT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
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CONTAINING: 271,143.85 SQ. FT, OR 6.22 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS, RECORDED AND UNRECORDED.

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2020000200836, Doc Type AFF, Pages 2, Recorded 8/26/2020 at 12:21 PM, Deputy Clerk WMILLER
Rec Fees: $18.50

Prepared by & return to:
Old Florida Title
2080 McGregor Blvd. #200
Ft. Myers, FL 33901
File#: 20-0109

CORPORATE AFFIDAVIT

Before me, the undersigned authority, duly authorized to take oaths and acknowledgements personally appeared Luis R. Moralez and Nora Rodriguez-Moralez hereinafter referred to as Affiant.

1. Affiant is of legal age, competent to testify in a court of law and has personal knowledge of the facts set forth herein.

2. That Lou's Total Car Care, Inc., a Florida corporation is a duly and validly existing corporation under the laws of the State of Florida and it has not been dissolved.

3. That the corporation is the fee simple titleholder of that certain property situated in Lee County, Florida and more particulary described as follows:

See Attached Legal Description

4. Affiant has the authority to execute the mortgage on behalf of the corporation, and that said act is in conformity with the Articles of Incorporation of Lou's Total Car Care, Inc., a Florida corporation.

5. That neither the Corporation nor any of its officers have been debtors under any bankruptcy proceedings during the existence of the Corporation.

6. The following individuals are the Officers of Lou's Total Car Care, Inc., a Florida corporation.
   a) Luis R. Moralez -President
   b) Nora Rodriguez-Moralez -Vice President

7. The Affiant is fully authorized to make this affidavit for and on behalf of the LLC with full understanding that it will relied upon to establish the factual matters set forth herein.

8. Affiant is familiar with the nature of an oath and with the penalties as provided by the laws of the State of Florida for falsely swearing to statement in an instrument of this nature. Affiant affirms he/she has read the foregoing affidavit and fully understands the facts contained herein.

Affiant:
By: _____ (Seal)
Luis R. Moralez

Affiant:
By: Nora Rodriguez-Moralez (Seal)
Nora Rodriguez-Moralez

State of Florida
County of Lee

The foregoing instrument was sworn to (or affirmed) and subscribed before me by means of ✓ physical presence or ___ online notarization, this 20th day of August 2020, by Luis R. Moralez and Nora Rodriguez-Moralez who produced a valid Florida Driver's License as identification and who did take an oath.

ROBERT P. HALGRIM, JR. MY COMMISSION EXPIRES FEBRUARY 10, 2023 #GG 292878 Bonded thru Notary Public Underwriters NOTARY PUBLIC, STATE OF FLORIDA

(Seal)

Robert P. Halgrim, Jr.
Notary Public
Notary Name Robert P. Halgrim Jr
My Commission Expires: _____

Description of Property

A PLOT OR PARCEL OF LAND LYING IN A PORTION OF THE NORTHWEST QUARTER (NW¼) OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PLOT OR PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 23 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°08'20"E. ALONG THE WEST LINE SAID SECTION 1 FOR 648.61 FEET; THENCE RUN N.88°59'28"E. TO A POINT ALONG THE EAST RIGHT OF WAY LINE OF US 41, TAMIAMI TRAIL (STATE ROAD #45) FOR 33.00 FEET TO THE POINT OF BEGINNING; THENCE RUN N.88°59'28"E. FOR 637.62 FEET; THENCE RUN S.00°08'44"E. TO A POINT ALONG THE NORTH RIGHT OF WAY LINE OF NORTH AIRPORT ROAD (90.00 FEET WIDE) FOR 580.53 FEET; THENCE RUN S.89°09'52"W. ALONG SAID NORTH RIGHT OF WAY LINE FOR 362.65 FEET; THENCE RUN N.00°07'47"W. FOR 355.00 FEET; THENCE RUN N.89°43'00"W. TO A POINT ALONG THE AFORESAID EAST RIGHT OF WAY LINE OF US 41, TAMIAMI TRAIL (STATE ROAD #45) FOR 275.01 FEET; THENCE RUN N.00°09'02"W. ALONG SAID EAST RIGHT OF WAY LINE FOR 218.23 FEET TO THE POINT OF BEGINNING.

CONTAINING: 271,143.85 SQ. FT, OR 6.22 ACRES, MORE OR LESS.
SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS, RECORDED AND UNRECORDED.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

53 pgs
240.00

2944628

LEE COUNTY ORDINANCE NO. 86-14

AN ORDINANCE RELATING TO GARBAGE AND SOLID WASTE COLLECTION WITHIN LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS AND A SPECIAL DISTRICT UNIT TO INCLUDE INCORPORATED AREAS OF THE COUNTY; TO BE KNOWN AS SOLID WASTE AND MANDATORY COLLECTION UNITS FOR SERVICE AREAS; PROVIDING FOR THE PURPOSE OF DISPENSING OF SOLID WASTE AND THE BOUNDARIES; ESTABLISHING A GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION; MANDATING SERVICES AND PAYMENT FOR SAME; LEVING SPECIAL ASSESSMENTS AND COLLECTION; PROHIBITING UNLAWFUL DISPOSAL; PENALTIES, SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

OR2189 PG3281

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

WHEREAS, the Board of County Commissioners of Lee County, Florida finds that there is an inordinate amount of littering of and illegal dumping on the public right-of-way and private lands of Lee County, with garbage and waste generated within the residential and non-residential units of the County, resulting in the necessity for more stringent regulation of Garbage and Solid Waste collection practices within the County; and,

WHEREAS, Lee County has determined that a substantial number of commercial entities and residents in the County do not subscribe to a garbage or trash collection disposal service; and,

WHEREAS, the Courts of the State of Florida have determined that levies of fees for garbage and waste collection similar to those levied herein by Lee County are and can be levied as special assessments; and,

WHEREAS, it has been determined that it is necessary for the Board to exercise its authority under Florida Statute

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

2944629

LEE COUNTY ORDINANCE NO. 86-38

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 86-14; RELATING TO MANDATORY GARBAGE AND SOLID WASTE COLLECTION IN LEE COUNTY; AMENDING SECTION ONE, RELATING TO CREATION, PURPOSE AND DECLARATION OF BENEFIT; AMENDING SECTION THREE, PARAGRAPH 11, RELATING TO THE DEFINITION OF HAZARDOUS WASTE, AND PARAGRAPH 14, RELATING TO THE DEFINITION OF RESIDENTIAL COLLECTION SERVICE; AMENDING SECTION SIX, RELATING TO VARIANCES OR EXEMPTIONS FROM THE PROVISIONS OF LEE COUNTY ORDINANCE NO. 86-14, PROVIDING FOR A FINANCIAL HARDSHIP COMMITTEE, PROVIDING FOR PROCEDURES FOR APPLICATION FOR FINANCIAL HARDSHIP, PROVIDING FOR REVIEW PROCEDURES, PROVIDING FOR FLORIDA ADMINISTRATIVE CODE RECOMMENDATIONS FOR COMPACTION-TYPE TRUCK SPECIFICATIONS; AMENDING SECTION EIGHT, PARAGRAPH A,. PROVIDING FOR PAYMENTS TO CONTRACTOR/FRANCHISEE BY DESIGNEE OF THE COUNTY; AMENDING SECTION NINE, PARAGRAPH B, PROVIDING FOR A FISCAL YEAR FROM APRIL 1 TO MARCH 31, AMENDING PARAGRAPH'S C, D AND E, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TEN RELATING TO CERTIFICATION OF THE RATE RESOLUTION, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TWELVE RELATING TO SCOPE OF SPECIAL ASSESSMENT, PROVIDING FOR PAYMENT OF THE SPECIAL ASSESSMENT IN QUARTERLY INSTALLMENTS AS WELL AS IN AN ANNUAL PAYMENT, PROVIDING FOR A DISCOUNT FOR ANNUAL PAYMENT, PROVIDING FOR PENALTIES FOR LATE QUARTERLY PAYMENTS, PROVIDING FOR AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE LEE COUNTY TAX COLLECTOR AS THE BOARD DESIGNATED AGENT FOR COLLECTION AND DISBURSEMENT OF SPECIAL ASSESSMENT FUNDS; AMENDING SECTION THIRTEEN, RELATING TO CORRECTIONS OF ERRORS AND OMISSIONS, PROVIDING FOR PETITION TO THE COURTS; AMENDING EXHIBIT A, RELATING TO LEGAL DESCRIPTIONS OF THE FRANCHISE AREAS FOR AREAS NO. 3 and NO. 4, DELETING AREA NO. 7; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

ORB 1889 PG3334

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida, and;

WHEREAS, the Board of County Commissioners, by Ordinance No. 86-14, created the Mandatory Garbage and Solid Waste Collection Program in Lee County, and;

WHEREAS, in the course of the implementation of Lee County Ordinance 86-14 since its adoption, there have developed numerous administrative matters that require amendments to Ordinance 86-14, and;

15.00
70
15.70

Work Order No. 7676-04-536

Sec. 1, Twp 45S, Rge 24 E

Parcel I.D.
#01-45-24-P100060-0080
(Maintained y County Appraiser)

Form 3722 (Stocked) Rev. 7/94

EASEMENT

This Instrument Prepared By
Name: W.R. GARRISON
Co. Name: FPL Co.
Address: 15834 WINKLER ROAD
FT. MYERS, FL 33908

4212863

OR2850 PG2626

THE CITY OF FORT MYERS

Documentary Tax Pd. $ .70
$ _____ Intangible Tax Pd.
CHARLIE GREEN, CLERK, LEE COUNTY
By: _____ Deputy Clerk
Reserved for Circuit Court

The undersigned, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead electric utility facilities (including wires, poles, guys, cables, and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 10 feet in width described as follows:

SEE EXHIBIT "A" FOR LEGAL DESCRIPTION AND SKETCH

Together with the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property. This Easement is for accomplishment of the exclusive use of Florida Power & Light limited to the purpose of providing electricity only.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on August 6, 1996.

Signed, sealed and delivered
in the presence of:

Marlene De Jesus
(Witness' Signature)
Print Name Marlene De Jesus
(Witness)

Irene Rensing
(Witness' Signature)
Print Name Irene Rensing
(Witness)

THE CITY OF FORT MYERS
(Corporate's name)
By: _____
(President's signature)
Print Name: Mayor Wilbur C. Smith, III
Print Address: PO Drawer 2217
Fort Myers, FL 33902-2217
Attest: _____
(Secretary's signature)
Print Name: Dale Veneziano, City Clerk
Print Address: PO Drawer 2217
Fort Myers, FL 33902-2217
(Corporate Seal)

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: HEIDI ADAMS, D.C. •

STATE OF Florida AND COUNTY OF Lee. The foregoing instrument was acknowledged before me this 6th day of August, 1996, by Wilbur C. Smith, III, Mayor, and Dale Veneziano, City Clerk respectively the _____ President and _____ Secretary of City of Fort Myers, a Municipality corporation, on behalf of said corporation, who are personally known to me or have produced _____ as identification, and who did (did not) take an oath.
(Type of Identification)
My Commission Expires: 7/14/97

Irene B. Rensing
Notary Public, Signature
Print Name Irene B. Rensing

OFFICIAL NOTARY SEAL
IRENE B RENSING
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC302105
MY COMMISSION EXP. JULY 14,1997

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023
7/26/23, 1:49 PM Landmark Web Official Records Search

JOHNSON ENGINEERING, INC.

ENGINEERS, SURVEYORS AND ECOLOGISTS

FORT MYERS
NAPLES
PORT CHARLOTTE

2158 JOHNSON STREET
TELEPHONE (941) 334-0046
TELECOPIER (941) 334-3661
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

CARL E. JOHNSON
1911-1968

June 27, 1996

DESCRIPTION
10' Wide F. P. & L. Easement
Section 1, T. 45 S., R. 24 E.
City of Fort Myers, Lee County, Florida

A tract or parcel of land lying in the northwest one-quarter (NW-1/4) of Section 1, Township 45 South, Range 24 East, City of Fort Myers, Lee County, Florida of the purposes of a utility easement (10 feet wide) for Florida Power and Light Company, said easement lying 10 feet south of the following described line:

From the northwest corner of said Section 1 run S 00° 08' 20" E along the west line of said Section 1 for 688.61 feet; thence run N 88° 59' 28" E for 33.00 feet to an intersection with the east line of Cleveland Avenue (U.S. 41-S.R. No. 45) and the Point of Beginning of the northerly line of herein described easement. From said Point of Beginning continue N 88° 59' 28" E for 300 feet to the end of the northerly line of herein described easement.

Bearings hereinabove mentioned are based on the west line of said Section 1 to bear S 00° 08' 20" E.

Mark G. Wentzel
Mark G. Wentzel
Professional Surveyor and Mapper
Florida Certificate No. 5247

OR2850 PG2627

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER
CARL A. BARRACO
KENTON R. KEILING
W. DAVID KEY, JR.
W. BRITT POMEROY
DAN W. DICKEY
KEVIN M. WINTER
GARY R. BULL

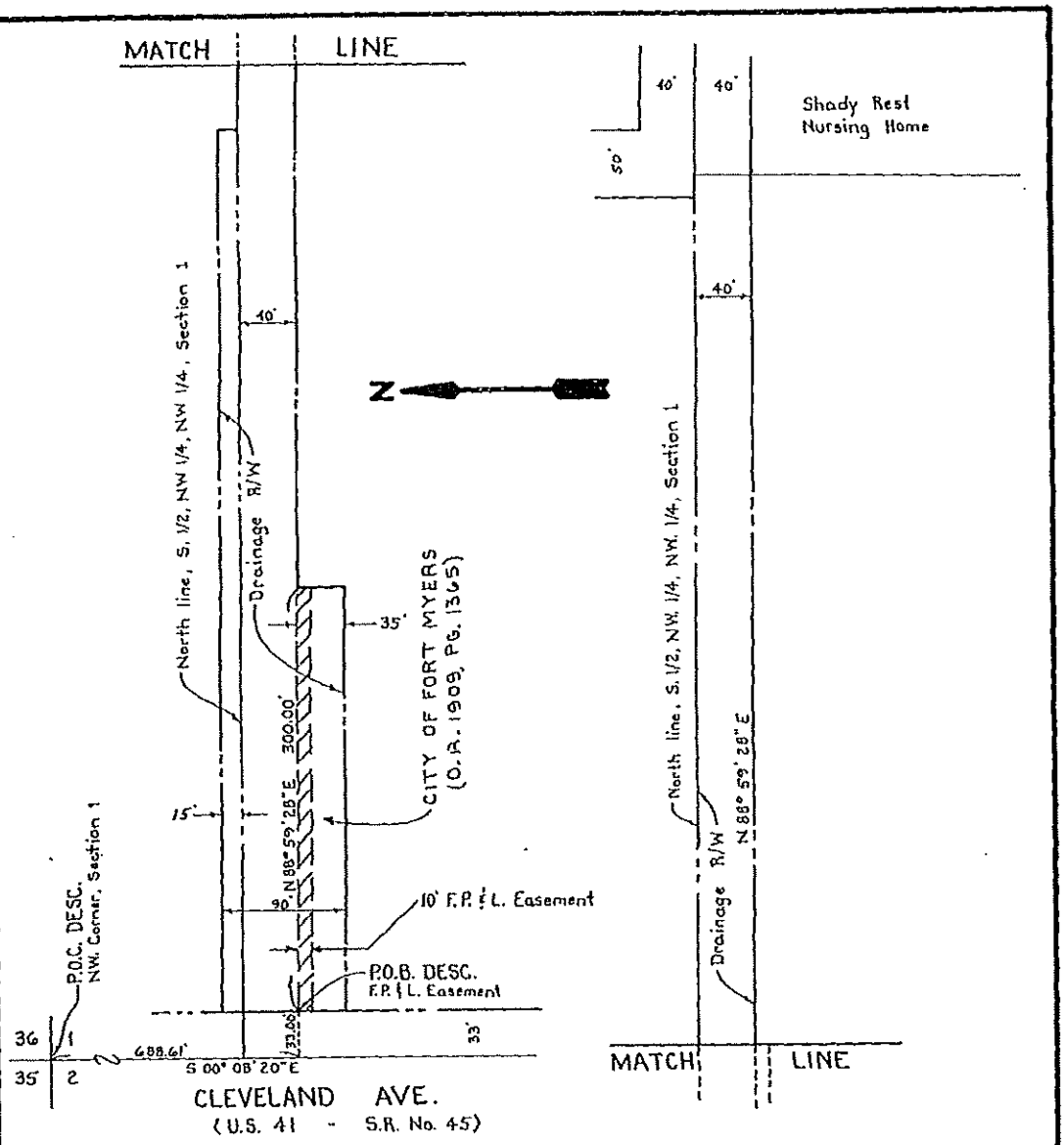
ASSOCIATES
GEORGE J. KALAL
STEPHEN W. ADAMS
PATRICIA H. NEWTON
MARK G. WENTZEL

CONSULTANT
LESTER L. BULSON

https://or.leeclerk.org/LandMarkWeb/search/index?theme=.blue&section=searchCriteriaInstrumentNumber&quickSearchSelection=# 2/3

CHARLIE GREEN LEE CTY. FL
97 JUL 30 PM 2:58

OR2850 PG2628



NOTES

1. This sketch does not make any representation as to zoning or development restrictions on subject parcel.
2. Bearings shown are based on the West line of Section 1 to bear S 00° 08' 20" E.

THIS IS NOT A SURVEY

Mark G. Wentzel
MARK G. WENTZEL (For the Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5847
Date Signed: 7/15/96
Not valid unless signed, dated and embossed with surveyor's seal.

SKETCH TO ACCOMPANY DESCRIPTION
F.P. & L. EASEMENT
SECTION 1, TWP. 45 S., RGE. 24 E.
CITY OF FORT MYERS
LEE COUNTY, FLORIDA

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
6-27-96	21014	1-45-24	1" = 100'	2 of 2

KCA

INSTR # 2016000053574, Doc Type EAS, Pages 6, Recorded 03/15/2016 at 11:09 AM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $52.50 Deputy Clerk MNOLAN

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913
Portion of Strap No. 01-45-24-00-00007.0000

Sec. 1, Twp. 45 S, Range 24 E

THIS SPACE FOR RECORDING

UTILITY EASEMENT - PAGE FIELD

This indenture is made this 3rd day of March, 2016, between LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida ("Grantor") and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is: 15834 Winkler Road, Fort Myers, Florida 33908 ("FPL"), its licensees, agents, successors and assigns ("Grantee"). The undersigned Grantor, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grants and gives to Grantee, a non-exclusive easement forever for the construction, operation and maintenance of underground communication utility facilities with appurtenant above-ground facilities (including cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, as well as, the size of and remove such facilities or any of them within an easement varying in width as described in attached Exhibits "A" ("Easement Area").

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the Easement Area, including the right to install facilities, in addition to existing Grantee facilities, under, through and within the Easement Area, and to operate the same for communications purposes; the right of ingress and egress to the Easement Area over adjacent lands under Grantor's control; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of communication or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

Grantee has a reasonable right of access across Grantor's property for the purpose of reaching the Easement Area and exercising the rights granted under this Easement.

Grantee may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

A.7a 03/03/2016

Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Areas for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Areas.

Grantor further reserves unto itself, its successors and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Areas together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

In witness of the above, this easement is executed.

ATTEST: LINDA DOGGETT
CLERK OF COURTS

BY: _____
Deputy Clerk

SEAL

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Chair/Vice-Chair

Approved as to Form for the Reliance of
Lee County Only:

BY: _____
Office of the County Attorney

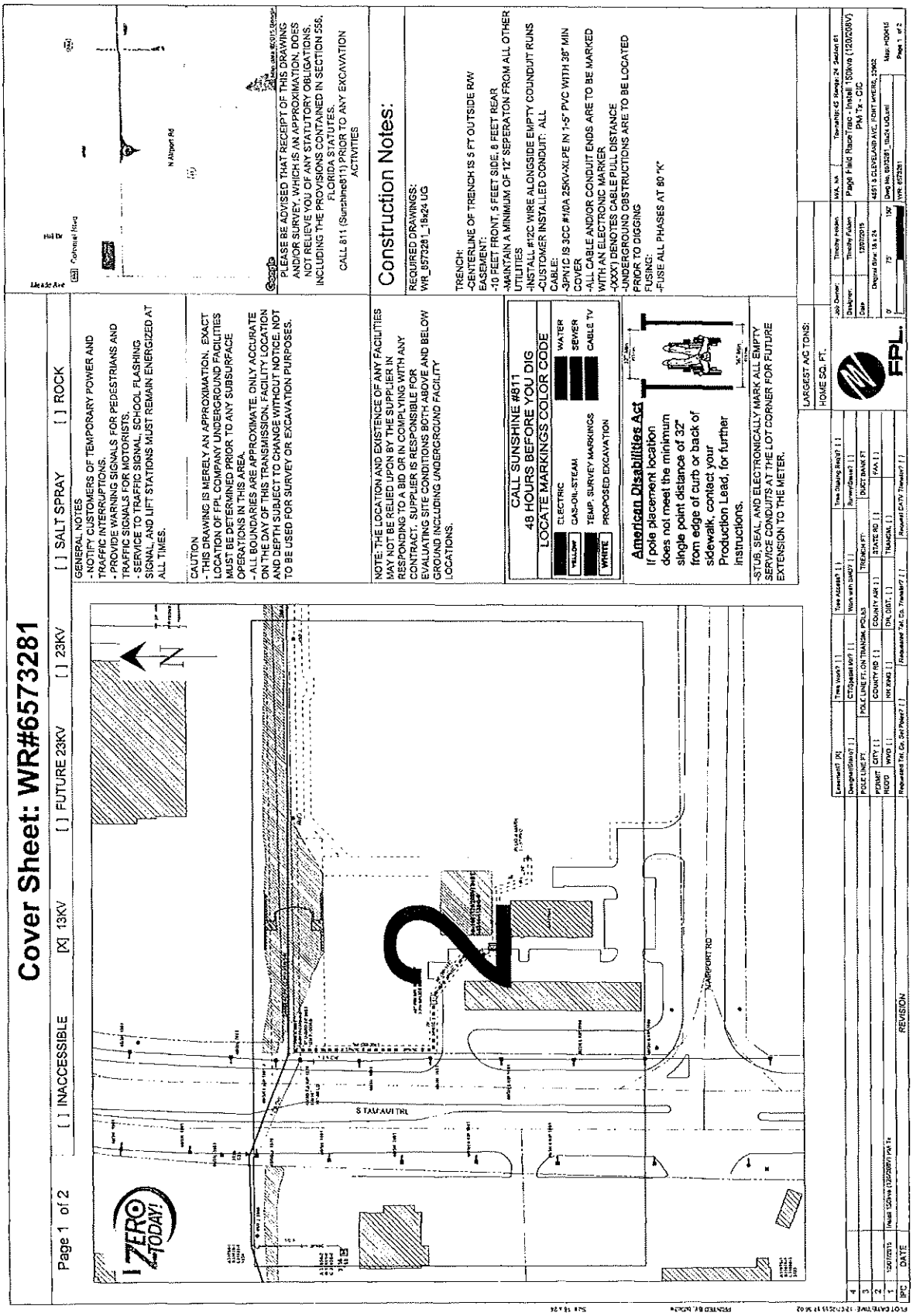


EXHIBIT "A"
Page 1 of 4

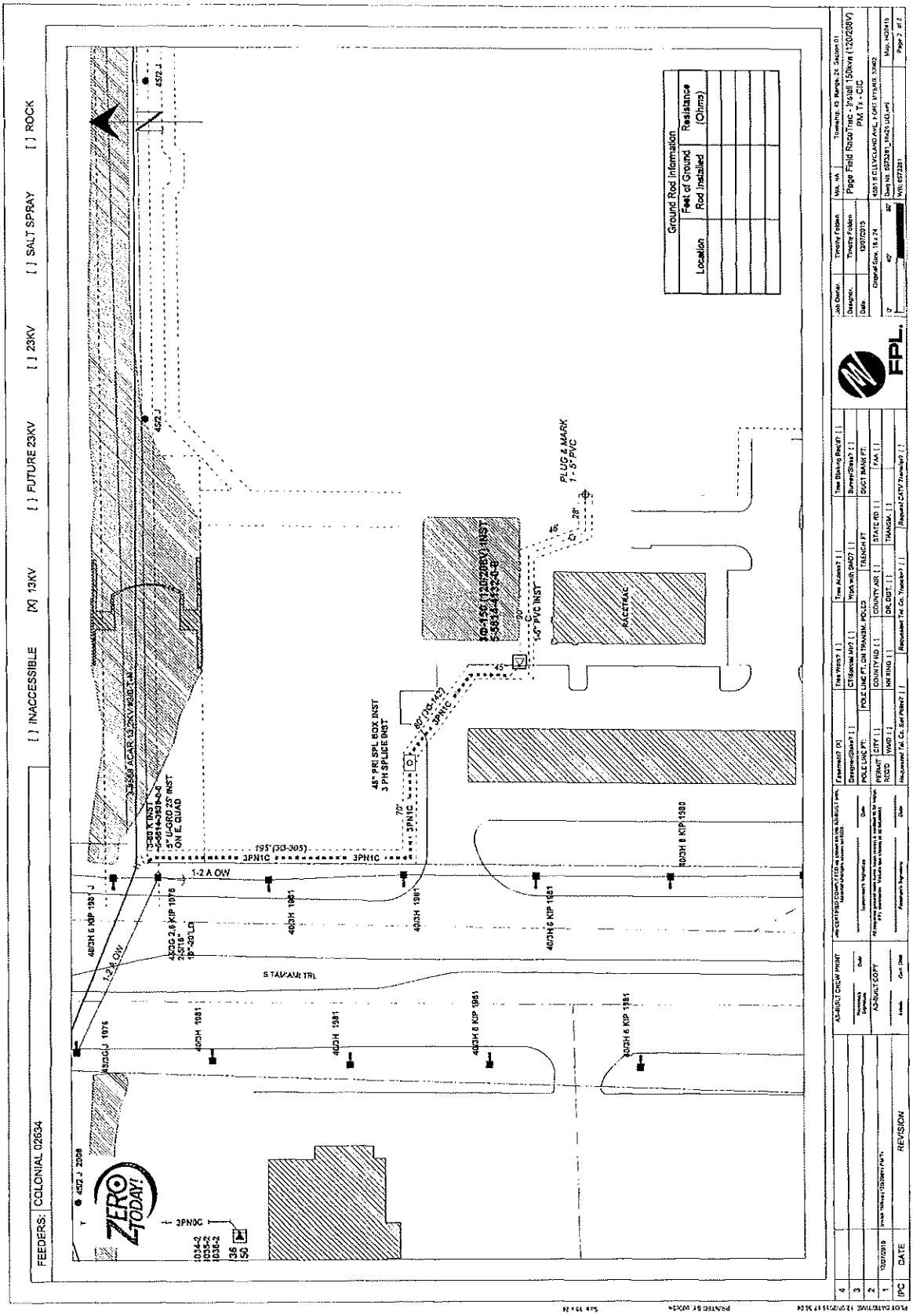


EXHIBIT "A"
Page 2 of 4

LEGAL DESCRIPTION

OF A PARCEL LYING IN SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA

LEGAL DESCRIPTION
FLORIDA POWER & LIGHT EASEMENT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 1; THENCE N.88°52'05"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. 41 (STATE ROAD No. 45, TAMIAMI TRAIL); THENCE S.00°09'02"E., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 689.49 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.89°50'58"E. FOR A DISTANCE OF 20.00 FEET; THENCE S.00°09'02"E. FOR A DISTANCE OF 187.57 FEET; THENCE S.89°43'00"E. FOR A DISTANCE OF 62.79 FEET; THENCE S.53°08'39"E. FOR A DISTANCE OF 81.41 FEET; THENCE S.00°09'02"E. FOR A DISTANCE OF 38.97 FEET; THENCE N.89°50'58"E. FOR A DISTANCE OF 85.62 FEET; THENCE S.20°09'02"E. FOR A DISTANCE OF 46.67 FEET; THENCE N.89°50'58"E. FOR A DISTANCE OF 25.56 FEET; THENCE S.00°07'47"E. FOR A DISTANCE OF 10.00 FEET; THENCE S.89°50'58"W. FOR A DISTANCE OF 32.56 FEET; THENCE N.20°09'02"W. FOR A DISTANCE OF 46.67 FEET; THENCE S.89°50'58"W. FOR A DISTANCE OF 88.62 FEET; THENCE N.00°09'02"W. FOR A DISTANCE OF 43.99 FEET; THENCE N.53°08'39"W. FOR A DISTANCE OF 73.12 FEET; THENCE N.89°43'00"W. FOR A DISTANCE OF 69.41 FEET; THENCE N.00°09'02"W. FOR A DISTANCE OF 187.49 FEET; THENCE S.89°50'58"W. FOR A DISTANCE OF 10.00 FEET TO A POINT ON SAID EAST RIGHT OF WAY; THENCE N.00°09'02"W. ALONG SAID EAST RIGHT OF WAY FOR A DISTANCE OF 10.00 FEET TO THE **POINT OF BEGINNING.**

PARCEL CONTAINS 5,502 SQUARE FEET, OR 0.083 ACRE, MORE OR LESS

BY: _____
DENIS J. O'CONNELL, Jr.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 12/4/15

NOTES:

1. BEARINGS ARE BASED ON THE EAST RIGHT OF WAY OF U.S. 41, (TAMIAMI TRAIL) AS BEARING S.00°09'02"E.

2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.

3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

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

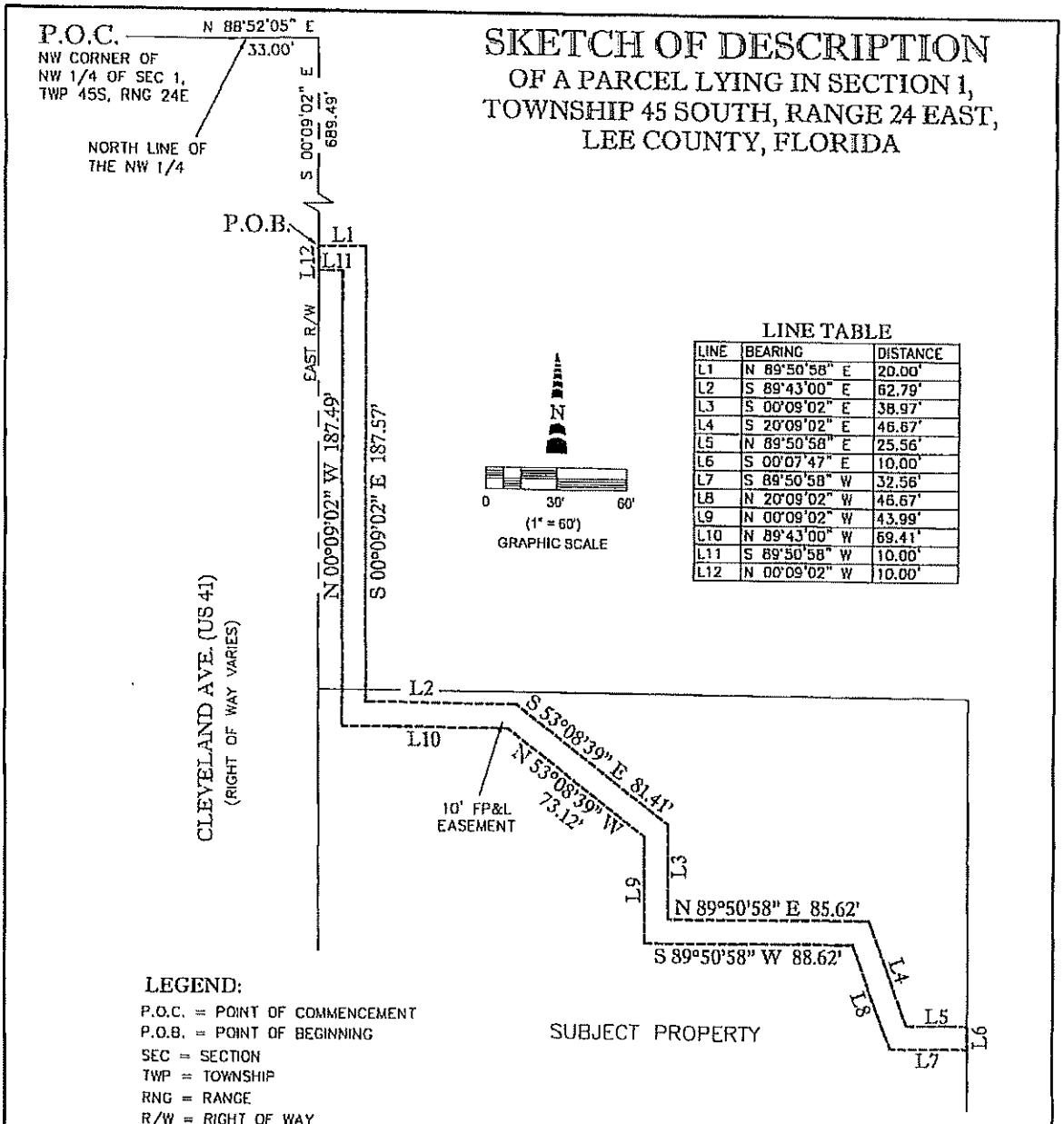
* THIS IS NOT A SURVEY *

PAGE FIELD RACETRAC

TITLE: LEGAL DESCRIPTION				
METRON SURVEYING & MAPPING, LLC LAND SURVEYORS · PLANNERS LB# 7071				10970 S. CLEVELAND AVE. SUITE #605 FORT MYERS, FLORIDA 33907 PHONE: (239) 275-8575 FAX: (239) 275-8457 www.metronfl.com
FILE NAME: 13165 FPL 2.DWG	FIELD BOOK/PAGE: SEE FILE	PROJECT NO.: 13165	SHEET: 1 OF 2	
EXHIBIT DATE: 11/20/15	DRAWN BY: BUD	SCALE: 1"= 60'	CHECKED BY: DJO	FILE NO. (S-T-R) 01-45-24

EXHIBIT "A"
Page 3 of 4

SKETCH OF DESCRIPTION
OF A PARCEL LYING IN SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA



LINE TABLE

LINE	BEARING	DISTANCE
L1	N 89°50'58" E	20.00'
L2	S 89°43'00" E	62.79'
L3	S 00°09'02" E	38.97'
L4	S 20°09'02" E	46.67'
L5	N 89°50'58" E	25.56'
L6	S 00°07'47" E	10.00'
L7	S 89°50'58" W	32.56'
L8	N 20°09'02" W	46.67'
L9	N 00°09'02" W	43.99'
L10	N 89°43'00" W	69.41'
L11	S 89°50'58" W	10.00'
L12	N 00°09'02" W	10.00'

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
R/W = RIGHT OF WAY

NOTES:

1. BEARINGS ARE BASED ON THE EAST RIGHT OF WAY OF U.S. 41, (TAMIAMI TRAIL) AS BEARING S.00°09'02"E.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

* THIS IS NOT A SURVEY *

PAGE FIELD RACETRAC

TITLE: LEGAL DESCRIPTION

METRON SURVEYING & MAPPING, LLC
LAND SURVEYORS-PLANNERS
LB# 7071
10970 S. CLEVELAND AVE. SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457
www.metronfl.com

FILE NAME:	FIELD BOOK/PAGE:	PROJECT NO.:	SHEET:
13165 FPL 2.DWG	SEE FILE	13165	2 OF 2
EXHIBIT DATE:	DRAWN BY:	SCALE:	CHECKED BY:	FILE NO. (5-1-9)
11/20/15	BUD	1"= 60'	DJO	01-45-24

EXHIBIT "A"
Page 4 of 4

INSTR # 2016000098147, Doc Type AGR, Pages 9, Recorded 05/06/2016 at 01:00 PM, Linda Doggett, Lee County Clerk of Circuit Court, Rec. Fee $78.00 Deputy Clerk JMILLER

Prepared by and after recording,
please return to:
Corporate Counsel
RaceTrac Petroleum, Inc.
3225 Cumberland Boulevard, Suite 100
Atlanta, GA 30339-6408

MEMORANDUM OF LEASE

THIS MEMORANDUM OF LEASE (this "Memorandum") is dated effective as of the 3rd day of March, 2016 (the "Commencement Date"), by and between **LEE COUNTY PORT AUTHORITY**, a special district of the State of Florida ("Authority"), and **RACETRAC PETROLEUM, INC.**, a Georgia corporation ("Tenant") whose address is 3225 Cumberland Boulevard, Suite 100, Atlanta, Georgia 30339.

WITNESSETH:

1. **Lease.** Authority and Tenant entered into that certain Lease Agreement dated November 12, 2014 (the "Lease"), as amended by that certain First Amendment to Lease Agreement dated March 3, 2016 (the "First Amendment") (the Lease and First Amendment are sometimes collectively referred to as the "Lease") pursuant to which Authority is leasing to Tenant that certain property described on **Exhibit "A"** attached hereto (the "Premises").

2. **Lease Term.** The Lease Term under the Lease commenced on January 1, 2015 and expires on the earlier of (i) fifteen (15) years after the "Date of Beneficial Occupancy" (as defined in the Lease) or (ii) June 30, 2034. Tenant may further extend the Lease Term by exercising up to five (5) extensions of five (5) years each.

3. **Access Easement**. Pursuant to the Lease, Authority and Tenant have granted to each other a non-exclusive easement for the duration of the Lease, upon, over, across and through the "Access Easement Area" (as depicted on **Exhibit "B"** attached hereto), for purposes of vehicular and pedestrian access to and from Cleveland Avenue and/or North Airport Road.

4. **Drainage/Sewer Easement**. Pursuant to the Lease, Authority has granted to Tenant a non-exclusive easement for the duration of the Lease upon, over, across and through the "Drainage/Sewer Easement Area" (as depicted on **Exhibit "C"** attached hereto), for the purpose of discharge, flowage and passage of surface stormwater and sanitary sewer from the Premises.

5. **Construction Easement**. Pursuant to the Lease, Authority has granted to Tenant, a temporary construction easement over and across those portions of Authority's property located within twenty (20) feet of the Access Easement Area and/or the Drainage/Sewer Easement Area, which easement shall automatically terminate and be of no further force and effect at such time as Tenant completes its construction of the improvements within the Access Easement Area and the Drainage/Sewer Easement Area.

6. **Temporary License**. Tenant has a temporary license, effective as of the expiration of the Lease Term, for the purpose of accessing the Premises for the purpose of performing any investigative or corrective actions required by any applicable governmental agencies, as more particularly set forth in, and subject to the terms and conditions of, the Lease. Such temporary license shall automatically expire upon the issuance of a "no further action" letter or similar certification certifying that no further investigative or corrective actions are required of Tenant with respect to the Premises.

7. **Effect of Memorandum.** Authority and Tenant desire to record this Memorandum to evidence the existence of the Lease and the foregoing terms. In the event of any conflict between the terms and provisions of the Lease and the terms and provisions of this Memorandum, the terms and provisions of the Lease shall supersede and control.

(signatures on following page)

IN WITNESS WHEREOF, the parties have caused this Memorandum to be duly executed and sealed as of the day and year first above written.

Authority:
LEE COUNTY PORT AUTHORITY

By: _____
Chairman or Vice Chairman,
Board of Port Commissioners

Date: 03-03-2016

ATTEST:
LINDA DOGGETT, CLERK

By: _____
Deputy Clerk

Approved As To Form for the
Reliance of the Lee County Port
Authority only:

By: _____
Port Authority Attorney

Lessee:
RACETRAC PETROLEUM, INC.

By: _____
Name: Brian Thornton
Date: 02/09/2016

RACETRAC PETROLEUM, INC. CORPORATE SEAL 1936 GEORGIA

Witnessed by:

_____
Print Name: Kurt Adams

_____
Print Name: Thomas Sanders

STATE OF GEORGIA

COUNTY OF COBB

I, the undersigned, a Notary Public in and for said County in said State, hereby certify that Brian Thornton, as Vice President of Real Estate and Engineering of RaceTrac Petroleum, Inc., a Georgia corporation, whose name is signed to the foregoing instrument, and who is known to me, acknowledge before me on this day that being informed of the contents of the foregoing instrument he executed the same voluntarily on the day the same bears date.

Given under my hand and seal this 9th day of February, 2016.

_____
Notary Public

KRISTINA M. LONGFELLOW NOTARY PUBLIC MY COMMISSION EXPIRES MARCH 2, 2018 FULTON COUNTY, GEORGIA

My commission expires:
3-2-2018

Exhibit "A" (1 of 2)

A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 1; THENCE N.88°52'05"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 33.00 FEET TO THE EAST LINE OF U.S. 41 (STATE ROAD No. 45, TAMIAMI TRAIL); THENCE S.00°09'02"E., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 866.91 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE S.89°43'00"E. FOR A DISTANCE OF 275.01 FEET; THENCE S.00°07'47"E. FOR A DISTANCE OF 355.00 FEET TO THE NORTH LINE OF NORTH AIRPORT ROAD, A 90 FOOT RIGHT OF WAY; THENCE S.89°06'11"W., ALONG SAID NORTH RIGHT OF WAY, FOR A DISTANCE OF 161.25 FEET; THENCE N.89°36'21"W., FOR A DISTANCE OF 59.39 FEET; THENCE N.68°26'01"W., FOR A DISTANCE OF 58.39 FEET TO THE EAST RIGHT OF WAY OF SAID U.S. 41; THENCE N.00°09'02"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 337.01 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 97,662 SQUARE FEET, 2.242 ACRES, MORE OR LESS

Exhibit "A" (2of2)

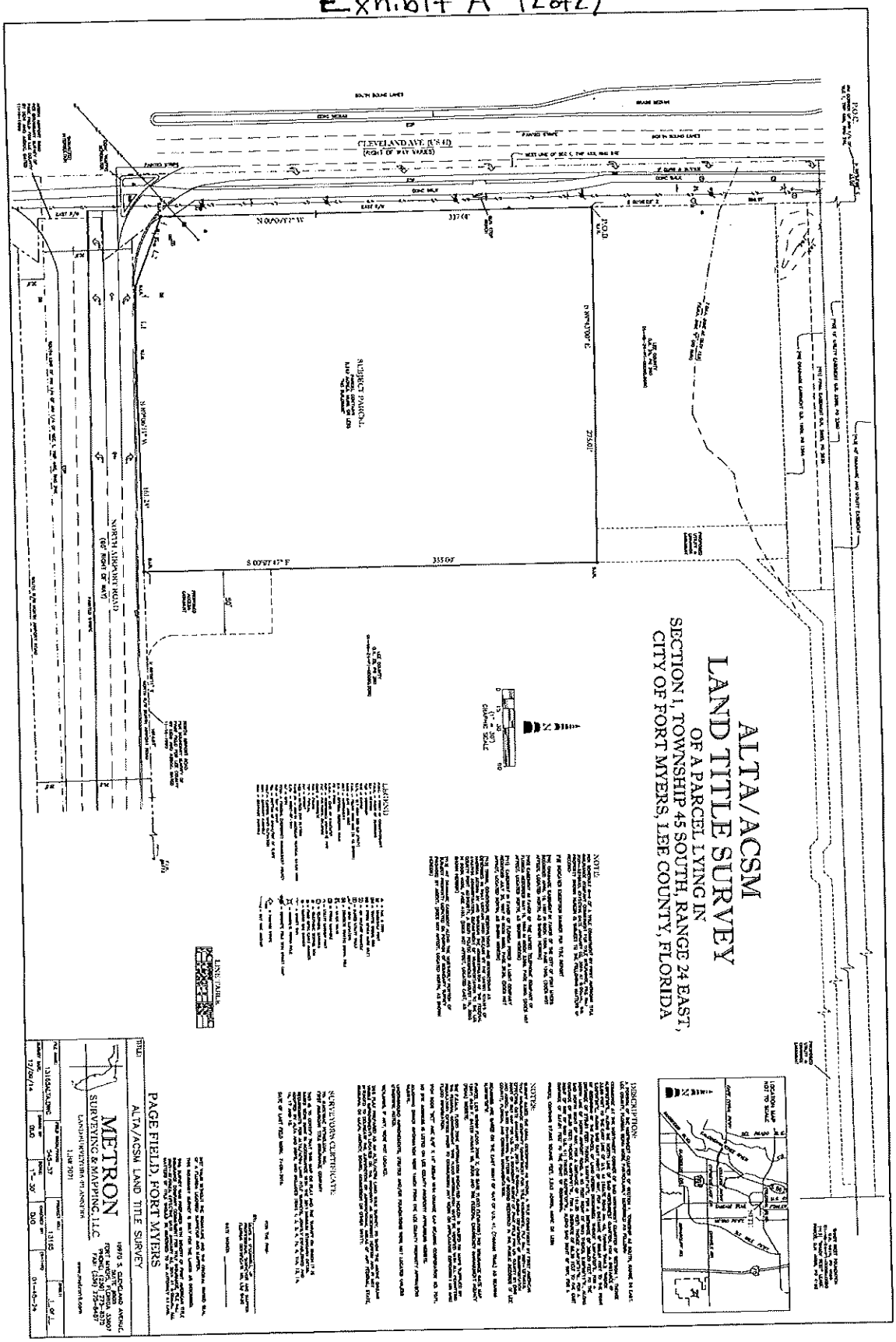


Exhibit "B" (1 of 2)

LEGAL DESCRIPTION

OF A PARCEL LYING IN SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA

LEGAL DESCRIPTION OF ACCESS EASEMENT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 1; THENCE N.88°52'05"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. 41 (STATE ROAD No. 45, TAMIAMI TRAIL); THENCE S.00°09'02"E., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 1203.92 FEET; THENCE S.68°26'01"E., FOR A DISTANCE OF 58.39 FEET; THENCE S.89°36'21"E., FOR A DISTANCE OF 59.39 FEET TO A POINT ON THE NORTH RIGHT OF WAY LINE OF NORTH AIRPORT ROAD, A 90 FOOT RIGHT OF WAY; THENCE N.89°06'11"E., ALONG SAID NORTH RIGHT OF WAY, FOR A DISTANCE OF 161.25 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.00°07'47"W. FOR A DISTANCE OF 99.97 FEET; THENCE N.89°52'13"E. FOR A DISTANCE OF 50.00 FEET; THENCE S.00°07'47"E. FOR A DISTANCE OF 77.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 22.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°46'02", A CHORD BEARING OF S.45°30'46"E., A CHORD LENGTH OF 31.32 FEET AND AN ARC LENGTH OF 34.85 FEET TO A PINT ON SAID NORTH RIGHT OF WAY; THENCE S.89°06'11"W., ALONG SAID RIGHT OF WAY, FOR A DISTANCE OF 72.30 FEET TO THE **POINT OF BEGINNING**.

PARCEL CONTAINS 5089 SQUARE FEET, OR 0.117 ACRE, MORE OR LESS

BY: _____
DENIS J. O'CONNELL, JR.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 10/16/15

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

NOTES:

1. BEARINGS ARE BASED ON THE EAST RIGHT OF WAY OF U.S. 41, (TAMIAMI TRAIL) AS BEARING S.00°09'02"E.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

* THIS IS NOT A SURVEY *
PAGE FIELD RACETRAC

TITLE: LEGAL DESCRIPTION			
METRON SURVEYING & MAPPING, LLC LAND SURVEYORS·PLANNERS LB# 7071			10970 S. CLEVELAND AVE. SUITE #605 FORT MYERS, FLORIDA 33907 PHONE: (239) 275-8575 FAX: (239) 275-8457 www.metronll.com
FILE NAME: 13165 AE.DWG	FIELD BOOK/PAGE: SEE FILE	PROJECT NO: 13165	SHEET: 1 OF 2
EXHIBIT DATE: 10/13/15	DRAWN BY: BUD	SCALE: 1"= 30'	CHECKED BY: DJO
FILE NO. (S-T-R) 01-45-24			

Exhibit "B" (2 of 2)

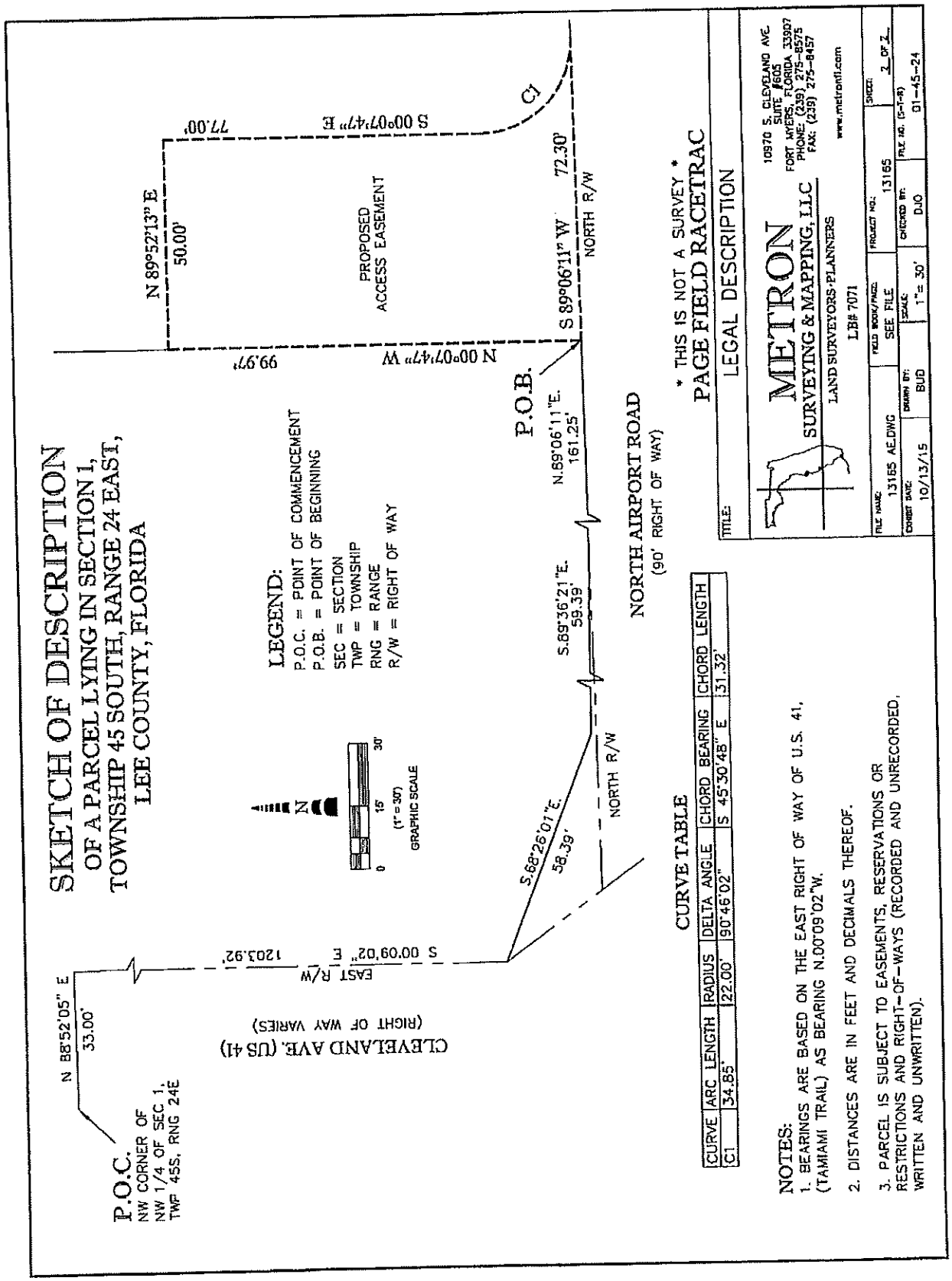


Exhibit "C" (1 of 2)

LEGAL DESCRIPTION

OF A PARCEL LYING IN SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA

LEGAL DESCRIPTION
PROPOSED DRAINAGE & UTILITY EASEMENT

A PORTION OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 1; THENCE N.88°52'05"E., ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER, FOR A DISTANCE OF 33.00 FEET TO THE EAST RIGHT OF WAY LINE OF U.S. 41 (STATE ROAD No. 45, TAMIAMI TRAIL); THENCE S.00°09'02"E., ALONG SAID EAST RIGHT OF WAY, FOR A DISTANCE OF 866.91 FEET; THENCE S.89°43'00"E., FOR A DISTANCE OF 249.00 FEET TO THE **POINT OF BEGINNING** OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.00°07'47"W. FOR A DISTANCE OF 148.76 FEET TO THE SOUTH LINE OF THE DRAINAGE EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 1909, AT PAGE 135 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.88°59'08"E., ALONG AID SOUTH LINE, FOR A DISTANCE OF 26.00 FEET; THENCE S.00°07'47"E. FOR A DISTANCE OF 24.56 FEET; THENCE N.44°52'13"E. FOR A DISTANCE OF 71.19 FEET; THENCE N.88°59'08"E. FOR A DISTANCE OF 171.38 FEET; THENCE S.46°00'52"E. FOR A DISTANCE OF 8.70 FEET; THENCE N.88°59'08"E. FOR A DISTANCE OF 15.86 FEET; THENCE N.43°59'08"E. FOR A DISTANCE OF 8.70 FEET; THENCE N.88°59'08"E. FOR A DISTANCE OF 753.70 FEET; THENCE N.00°21'44"W. FOR A DISTANCE OF 10.00 FEET TO THE SOUTH LINE OF THE DRAINAGE AND UTILITY EASEMENT DESCRIBED IN DEED BOOK 194, AT PAGE 565 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N.88°59'08"E., ALONG SAID SOUTH LINE, FOR A DISTANCE OF 10.00 FEET TO THE WEST LINE OF THE PARCEL OF LAND DESCRIBED IN OFFICIAL RECORDS BOOK 4819 AT PAGE 4035; THENCE S.00°21'44"E., ALONG SAID WEST LINE, FOR A DISTANCE OF 20.00 FEET; THENCE S.88°59'08"W. FOR A DISTANCE OF 759.44 FEET; THENCE S.43°59'08"W. FOR A DISTANCE OF 8.70 FEET; THENCE S.88°59'08"W. FOR A DISTANCE OF 24.14 FEET; THENCE N.46°00'52"W. FOR A DISTANCE OF 8.70 FEET; THENCE S.88°59'08"W. FOR A DISTANCE OF 163.18 FEET; THENCE S.44°52'13"W. FOR A DISTANCE OF 77.14 FEET; THENCE S.00°07'47"E. FOR A DISTANCE OF 110.64 FEET; THENCE N.89°43'57"W. FOR A DISTANCE OF 26.00 FEET TO THE **POINT OF BEGINNING.**

PARCEL CONTAINS 14379 SQUARE FEET, OR 0.330 ACRE, MORE OR LESS

BY: _____
DENIS J. O'CONNELL, Jr.
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5430

DATE SIGNED: 10/16/15

NOTES:

1. BEARINGS ARE BASED ON THE EAST RIGHT OF WAY OF U.S. 41, (TAMIAMI TRAIL) AS BEARING S.00°09'02"E.

2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.

3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

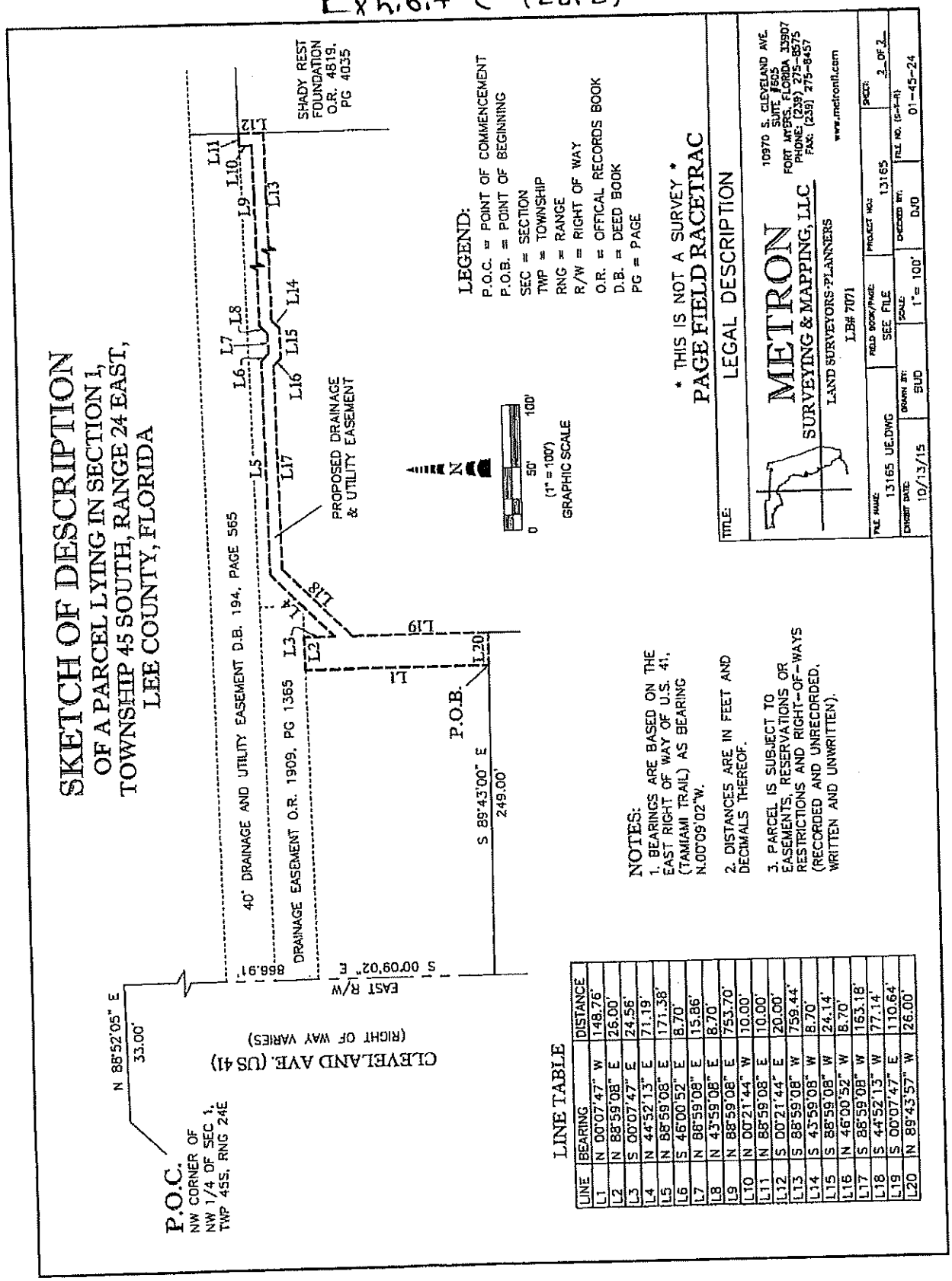
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

* THIS IS NOT A SURVEY *
PAGE FIELD RACETRAC

TITLE: LEGAL DESCRIPTION					
METRON SURVEYING & MAPPING, LLC LAND SURVEYORS-PLANNERS LB# 7071					10870 S. CLEVELAND AVE. SUITE #605 FORT MYERS, FLORIDA 33907 PHONE: (239) 275-8575 FAX: (239) 275-8457 www.metronfl.com
FILE NAME: 13185 UE.DWG	FIELD BOOK/PAGE: SEE FILE		PROJECT NO.: 13185		SHEET: 1 OF 2
CURRENT DATE: 10/13/15	DRAWN BY: BUD	SCALE: 1"= 100'	CHECKED BY: DJO	FILE NO. (S-T-R): 01-45-24	

Exhibit "C" (2 of 2)

SKETCH OF DESCRIPTION
OF A PARCEL LYING IN SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA



LEGEND:
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
R/W = RIGHT OF WAY
O.R. = OFFICAL RECORDS BOOK
D.B. = DEED BOOK
PG = PAGE

NOTES:
1. BEARINGS ARE BASED ON THE EAST RIGHT OF WAY OF U.S. 41, (TAMIAMI TRAIL) AS BEARING N.00°09'02"W.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

LINE TABLE

LINE	BEARING	DISTANCE
L1	N 00°07'47" W	148.76'
L2	N 88°59'08" E	26.00'
L3	S 00°07'47" E	24.56'
L4	N 44°52'13" E	71.19'
L5	N 88°59'08" E	171.38'
L6	S 46°00'52" E	8.70'
L7	N 88°59'08" E	15.86'
L8	N 43°59'08" E	8.70'
L9	N 88°59'08" E	753.70'
L10	N 00°21'44" W	10.00'
L11	N 88°59'08" E	10.00'
L12	S 00°21'44" E	20.00'
L13	S 88°59'08" W	759.44'
L14	S 43°59'08" W	8.70'
L15	S 88°59'08" W	24.14'
L16	N 46°00'52" W	8.70'
L17	S 88°59'08" W	163.18'
L18	S 44°52'13" W	77.14'
L19	S 00°07'47" E	110.64'
L20	N 89°43'57" W	26.00'

* THIS IS NOT A SURVEY *
PAGE FIELD RACETRAC

TITLE: LEGAL DESCRIPTION

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS-PLANNERS
LB# 7071

10970 S. CLEVELAND AVE. SUITE 705
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457
www.metronfl.com

FILE NAME: 13165 LE.DWG	FIELD BOOK/PAGE: SEE FILE	PROJECT NO.: 13165	SHEET: 2 OF 2
DRAWN BY: BJD	SCALE: 1" = 100'	CHECKED BY: DJO	FILE NO. (S-T-R): 01-45-24
DRAFT DATE: 10/13/15			

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2020000196623, Doc Type AGR, Pages 47, Recorded 8/21/2020 at 11:32 AM, Deputy Clerk JMILLER
Rec Fees: $401.00

GROUND LEASE

OF CERTAIN NON-AVIATION LAND AT PAGE FIELD

THIS GROUND LEASE is made and entered into this 12th day of March, 20 20, by and between **LEE COUNTY PORT AUTHORITY**, a special district of the State of Florida with offices at 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida, 33913 (herein referred to as "Authority") and **MORALEZ REAL ESTATE LLC, a** Florida limited liability company with its principal office at 1441 SE 13th Terrace, Cape Coral, Florida 33990 (herein referred to as "Lessee").

Background

The airport known as Page Field (the "Airport"), is owned by Lee County, a political subdivision of the State of Florida. Pursuant to Chapter 63-1541, Laws of Florida, and Lee County Ordinance 01-14, Lee County has vested the Authority with the power to operate the Airport, to lease premises and facilities on the Airport, and to grant related rights and privileges.

The parties have negotiated this lease agreement, whereby Authority leases to Lessee, and Lessee leases from Authority, a certain parcel of land at the Airport for Lessee's development, construction, and operation of commercial retail space.

The recitals as set forth above are true and correct and are incorporated into the terms of this lease agreement as if set out at length.

NOW THEREFORE, in consideration of the mutual promises herein, the parties hereby agree as above and as follows:

ARTICLE 1

DESCRIPTION OF LEASED PREMISES

Section 1.1 Leased premises. Subject to the terms, covenants, and conditions contained herein, the Authority does hereby demise and lease to Lessee a parcel of land (referred to herein as the "leased premises"), containing approximately 5.19 acres, north and east of the RaceTrac parcel at the northeast corner of U.S. 41 and North Airport Road located at Page Field, in the City of Fort Myers, in the County of

interpretation of the boundaries of the leased premises.

ARTICLE 2

TERM

Section 2.1 Initial term. The "initial term" of this lease will commence on May 1, 2020, and, unless sooner terminated pursuant to the terms of this lease, will continue until the day immediately preceding the date which is twenty (20) years after the "Rent Commencement Date" defined in Section 4.2 below.

Section 2.2 Options to extend. Lessee shall have two (2) successive options to extend the term of this lease (provided that, at the time the option is exercised, the lease has not been terminated). Each of such options shall be for a period of five (5) years.

Each option may be exercised only if this lease is still in full force and effect and shall not have already expired or been terminated, and only if Lessee is not, on the date of exercise, then in default of this lease beyond any applicable cure period, and shall only be exercised, if at all, by giving the Authority written notice, in the manner set forth below, no earlier than three (3) years and no later than one (1) year prior to expiration of the term of the lease (as extended by any option or options already exercised), TIME BEING OF THE ESSENCE, of Lessee's intent to exercise the option.

It is the intention of the parties to avoid forfeiture of Lessee's rights to extend the term under the options above through its inadvertent failure to notify the Authority of its election to exercise such option. Accordingly, unless already exercised by Lessee (or waived by Lessee in writing to the Authority), each of Lessee's options to extend the lease term under this Section shall continue until the Authority has provided thirty (30) days advance written notice to Lessee of the expiration of its option rights, which notice may be given no earlier than nine (9) months before the then-current lease term expires. If Authority has not provided such notice to Lessee and Lessee fails to either exercise the option or waive it in writing to the Authority, then the option shall continue until Authority provides said thirty (30) day notice to Lessee and Lessee, within said

(c) billboards or other outdoor advertising (excluding signage related to the identification of the project and the tenants on the leased premises which has been approved by Authority as provided in Section 5.10 below);

(d) rental of parking spaces, or any other kind of commercial parking operations (except as may be included in subleases to tenants of the development and related to the tenants' occupancy of space in the development);

(e) the presence, placement, or use, of "Mobile Minis" or any other trailers or modular units, whether for office, storage, or otherwise, after the completion of construction on the subject parcel; and

(f) those uses described on Exhibit "B" (attached hereto).

Notwithstanding anything in this Article 3, Lessee's use of the leased premises shall be in compliance with Lee County's Comprehensive Plan and all applicable zoning and land use codes and other laws.

Section 3.2 Type and quality of development. The Development to be developed by Lessee will be a high quality, aesthetically attractive, first-class development. It is the mutual intention of the parties to provide for a high quality development on the leased premises and surrounding airport lands, to foster the aesthetic and fiscal value of the leased premises and improvements thereon, as well as surrounding airport lands, without restricting the Authority's ability to develop the Airport for aviation uses.

Section 3.3 Non-interference with Airport. Lessee agrees to refrain from and prevent any use of the leased premises or the Airport which would interfere with, disturb, or adversely affect the operation or maintenance of the Airport, or otherwise constitute an Airport hazard or a nuisance. Lessee shall make no unlawful, improper, or offensive use of the premises. Lessee shall not allow any construction, alterations or improvements to occur within the boundaries of the Runway Protection Zone of Runway 13/31.

and every three (3) years thereafter while the term of this lease is in force, the Ground Rent will be adjusted to reflect proportionate increases and decreases in CPI but will never be less than the rent or charge as stated in Section 4.2 above. The term CPI means the Consumer Price Index for All Urban Consumers, Southern Region, All Items (1982-84 = 100) published by the Bureau of Labor Statistics of the U.S. Department of Labor. If the CPI ceases to be published, any substitute or successor equivalent index published by any agency of the U.S. will be used.

Such adjusted rent or charge will be a product of the initial rent or charge multiplied by a fraction, the numerator of which is the comparison index and the denominator of which is the base index. The term "base index" means the CPI in effect for the calendar month of the Rent Commencement Date. The term "comparison index" means the CPI in effect for the second calendar month before the applicable adjustment date.

Section 4.4 Time and place of payment. The Ground Rent shall be paid to the Authority monthly in advance, on or before the first day of each calendar month. All payments must be paid, together with applicable sales tax, without demand, setoff, or deduction, to:

Base Operations at Page Field
5200 Captain Channing Page Drive
Fort Myers, Florida, 33907

or such other place as the Authority may direct in writing. Rents for any partial calendar month will be prorated.

Section 4.5 Interest. Any sums payable by Lessee to Authority that are not paid when due shall bear interest at the rate of eighteen percent (18%) per annum, or the maximum amount allowed by law, whichever is less, from the date that is five (5) calendar days after the same became due and payable (for rent), or, for amounts due other than rent, from the date that is five (5) business days from Authority's written notice or invoice to Lessee, until the date paid.

all governmental laws, rules or regulations (including but not limited to the Americans with Disabilities Act).

Section 5.3 Time limit for completion and opening. Lessee will use diligent effort to pursue the intended development, obtain necessary governmental permits, and thereafter to commence and continue bona fide construction of the intended development on the leased premises.

Lessee and Authority recognize that time is of the essence of this agreement and that Lessee's failure to use diligent effort to pursue the intended development, obtain necessary governmental permits, and thereafter to commence and continue bona fide construction of the intended development on the leased premises will constitute a material breach of this lease and entitle the Authority to any remedies that are allowable under this lease or under law for Lessee's breach.

If at any time Authority believes that Lessee has failed to use diligent effort to pursue the intended development, obtain necessary governmental permits, and thereafter to commence and continue bona fide construction of the intended development on the leased premises, Authority shall give written notice to Lessee, of Authority's intention to terminate the lease within sixty (60) days unless Lessee can demonstrate that Lessee has made and continues to make diligent effort to pursue the intended development, obtain necessary governmental permits, and thereafter continue to commence and continue bona fide construction of the intended development on the leased premises, as applicable, failing which Authority may then terminate the lease.

Section 5.4 Lessee's financial ability to complete project. Lessee will bear the sole cost and expense of all improvements on the premises, including, without limitation, design, permitting, materials, construction, insurance, utilities, maintenance, and repair.

Section 5.5 Design approvals; construction bonds; insurance. Lessee will not commence any construction work (including but not limited to mobilization, earth

expense, and not on the leased premises or elsewhere on the Airport. All "open space" that is required by any development order allowing Lessee's development of, or construction on, the leased premises shall be provided by Lessee within the leased premises, including any required indigenous native vegetation and trees (as currently required by the AOPD and by Section 10-415(b) of the Land Development Code).

Section 5.7 As-built drawings. Within ninety (90) days of the completion of any construction work by Lessee, Lessee will supply the Authority with an external drive (without executable files) containing the digital as-built CAD drawings ("As-built" is defined as the revised set of drawings that reflect all changes made in the specifications and working drawings during the construction process, and show the exact dimensions, geometry, and location of all elements of the work completed under the contract) and one (1) set of reproducible 24" x 36" as-built drawings in PDF format. All submitted drawings must include and reference the latest Autodesk CAD version and latest revision of any/all applicable Lee County Port Authority CAD Drawing Standards and OI-8200 Facility Numbering Standards, should have a defined projected coordinate system in NAD 83 State Plane Florida West 0902, and signed and sealed by an architect or engineer licensed in Florida. If the Lessee fails to provide said as-built drawings within thirty (30) days after notice that same are overdue, the Authority may hire a registered architect or engineer to provide same and shall recover the cost of said work, plus a twenty percent (20%) overhead administrative fee, from the Lessee.

Section 5.8 Maintenance, repairs, and replacement. Lessee must keep the premises and any improvements thereon in a clean and orderly condition and good state of repair at all times. Lessee agrees to provide at its own expense such maintenance, custodial, trash removal, pest control, landscaping services, and cleaning services and supplies as may be necessary or required in the operation and maintenance of the leased premises.

In the event that Lessee, through its construction work or otherwise, damages or

Lessee may utilize an existing common-use stormwater retention system if the Authority is satisfied that there is one that serves the leasehold area and it has sufficient capacity (without enlargement) to accommodate the requirements of the leasehold. Any new stormwater detention or retention facilities must be designed in conformance with FAA Advisory Circular 150/5200-33A, "Hazardous Wildlife Attractants on or Near Airports."

Section 5.12 Access to and from premises. The Authority and Lessee agree that, if Lessee obtains such approvals as may be required by the Lee County Department of Transportation, the Florida Department of Transportation, the FAA, and any other governmental agencies having jurisdiction, then Lessee may use the following areas for ingress to and egress from the leased premises: (1) the entry and exit driveways between the adjoining Racetrac parcel and U.S. 41, to the extent allowed for in the lease between the Authority and Racetrac Petroleum, Inc. ("Racetrac"), dated November 12, 2014, as amended March 3, 2016 (the "Racetrac Lease"), copies of which have been provided to Lessee; and (2) the 50 foot wide area adjoining, and to the east of, the easterly boundary of Racetrac's leased premises, as defined in the Racetrac Lease.

ARTICLE 6

UTILITIES

Lessee must extend to the leased premises, and install therein, at its own expense, any required utilities not already in place (including but not limited to water, sewer, and electricity), in such quantities as to properly service the leased premises and be in compliance with building code requirements, and pay for any and all impact fees and connection fees. Lessee must pay for all utilities consumed or produced within the leased premises, including but not limited to water, sewer, electricity, gas, telephone, television, Internet access, trash removal, grease removal, and hazardous waste removal.

Authority will use reasonable efforts to cause any existing water and sanitary

voidable by the Authority, unless Lessee first obtain written consent of the Authority's Board of Port Commissioners, which will not be unreasonably withheld. Prior to obtaining Authority's consent to any proposed sublease, Lessee shall provide Authority with a copy of any proposed sublease and said sublease shall provide that:

(1) it is subject and subordinate to the terms and conditions of this ground lease;

(2) in the event the ground lease terminates, the subtenant shall, only at the option and request of the Authority, attorn to Authority and recognize Authority as the subtenant's direct landlord, and the subtenant shall execute and deliver, upon request, any instrument necessary to evidence such attornment;

(3) the term (including option and renewal terms) of the sublease ends before the term of this ground lease (including all optional extensions already exercised by Lessee, but not including any options to extend which at the time remain unexercised by Lessee); and

(4) if the sublease is for a term in excess of ten (10) years, rents are subject to commercially reasonable escalations.

Notwithstanding the above, Lessee will remain liable for the full performance of this lease regardless of any assignment, sublease, or license, with or without consent of Authority, unless Authority expressly releases Lessee from such liability in writing.

Section 7.3 Leasehold mortgages. The Authority will consent to a proposed mortgage of Lessee's interests in this lease (a leasehold mortgage) provided, however, that:

(1) Such a mortgage may be granted only to a bona fide "Lending Institution."

(2) Neither the Authority's nor Lee County's interests in this lease or the fee title to the leased premises shall be subordinate to any leasehold mortgage or pledge of Lessee's interests in this lease.

(3) Lessee first makes a payment of $1,000.00 to the Authority to compensate the Authority for the administrative expenses in reviewing and handling the proposed leasehold mortgage, and reimburses the Authority for actual fees incurred for any outside legal counsel or financial advisors needed to review the proposed transaction.

(4) The leasehold mortgage shall not be binding upon Authority in the enforcement of its rights and remedies herein and by law provided, unless and until an executed counterpart thereof or a copy thereof certified by the

determined by Authority applying its own best judgment for the Airport, and approved by the Authority in advance.

(15) Any amendment to the leasehold mortgage will be subject to review and approval of the Authority and shall have no force or effect against Authority's and Lee County's interest in the premises until that consent is obtained.

The term **"Lending Institution"** as used herein shall mean a savings bank, bank, trust or insurance company, savings and loan association, college, university, pension fund, employees' profit-sharing trust, commercial credit corporation, investment banking company, or any other monetary or lending institution primarily engaged in the making of first mortgage loans, provided such entity has assets totaling not less than $100 million.

The term "**leasehold mortgage**" as used herein shall include a mortgage, deed of trust, deed to secure debt, or other security instrument by which Lessee's leasehold estate is mortgaged, assigned, pledged, or otherwise transferred, to secure a debt or other obligation, including, without limitation, obligations to reimburse the issuer of a letter of credit. The term "**leasehold mortgagee**" as used herein shall refer to a holder of a leasehold mortgage in respect to which notice as hereinafter provided for has been given.

Any leasehold mortgage shall be specifically subject and subordinate to the rights of Authority and Lee County hereunder.

Any mortgage on this lease or the interest of Lessee hereunder without full compliance with any and all requirements hereunder shall be invalid and of no effect against Authority.

ARTICLE 8

GUARANTEE OF PERFORMANCE AND PAYMENT

Within thirty (30) days of the date of this lease agreement, Lessee must deliver to the Authority an irrevocable letter of credit, in the amount of twenty-five thousand dollars ($25,000.00), to serve as security for the full and faithful performance by Lessee

ARTICLE 9

LESSEE'S STANDARDS OF OPERATION

Section 9.1 General. Lessee will make every reasonable effort, in good faith and using due diligence, to obtain all required permits and approvals, and to complete all construction, obtain certificates of occupancy, and obtain occupants for all buildings, as promptly as possible (taking into consideration the pre-leasing requirements of Lessee's Lending Institution). Lessee will maintain and operate all improvements.

Section 9.2 Premises. Lessee's premises will be maintained in a first class manner with regard to safety and cleanliness. Lessee will not create a nuisance or allow a nuisance on the leased premises. Lessee will, at its sole expense, keep the premises clean and free from garbage, rubbish, refuse, dust, dirt, insects, rodents, and vermin. Lessee will store and properly dispose of any hazardous materials in accordance with all applicable laws.

ARTICLE 10

RIGHT OF ENTRY

Authority's agents or employees will have the right to enter the leased premises to:

(a) view and inspect the premises, or make repairs, at any time during Lessee's regular business hours with at least twenty-four (24) hours advance notice;

(b) view and inspect the premises, or make repairs, at anytime in the event of an emergency, unless Lessee is already making repairs;

(c) show the premises to prospective tenants, during Lessee's regular business hours with at least twenty-four (24) hours advance notice, if Lessee is in default beyond any applicable cure period, or if there is less than one (1) year remaining on the term of the lease and Lessee has not exercised any remaining renewal option; and

(d) perform any and all things which Lessee is obligated to and has failed to do after thirty (30) days written notice to act, including maintenance, repairs, and replacements to the premises, unless Lessee already is making a reasonable effort to effectuate corrective measures. The cost of all labor, materials, and overhead charges required for performance of such work will be promptly paid by Lessee to Authority.

Lessee agrees to release the Authority from any injury, loss, or damage, caused by criminal acts of third parties. Lessee agrees that the Authority is not responsible or liable for any acts, errors, or omissions of the TSA, FAA, or any other governmental agency.

ARTICLE 13

INSURANCE

Lessee must procure and maintain, at its own expense, for the protection of the Authority and Lessee, in form satisfactory to the Authority, with one (1) or more insurers qualified to do business in Florida and having a Best's Rating of at least "A" and a financial size rating of at least "XII" as rated in the most recent edition of "Best's Key Rating Guide" for insurance companies:

(1) prior to issuance of a Notice to Proceed by the Authority for any improvements to the leased premises, and prior to commencement of any construction, and for the remainder of the lease term (including any extensions or renewals thereof) commercial general liability insurance (including premises, products and completed operations and contractual liability) with a minimum combined single limit of $3,000,000.00.

(2) during the lease term (including any extensions or renewals thereof) business automobile liability insurance (if the Lessee is to operate any vehicles on the premises) covering all owned, hired, and non-owned autos operated on the Airport with a minimum combined single limit of $1,000,000.00.

(3) no later than issuance of a certificate of occupancy (temporary or permanent), and for the remainder of the lease term (including any extensions or renewals thereof), property insurance for all risks of physical loss or damage to the premises and improvements including loss or damage by fire, windstorm, and other such causes commonly referred to as "extended coverages." Coverages must be maintained in an amount sufficient to prevent either Lessee or Authority from being a co-insurer on any part of the risk, and such amount must be not less than the full replacement value.

(4) no later than issuance of a certificate of occupancy (temporary or permanent), and for the remainder of the lease term (including any extensions or renewals thereof) workers' compensation insurance as required by Florida law as well as employer's liability insurance, in the

(as defined in Section 4.3 above).

The coverages provided for herein shall be subject to commercially reasonable deductible amounts, but in any event, for the property insurance required under item (3) above, the deductible shall not exceed 3% of the full replacement value of the buildings unless otherwise consented to by the Authority.

ARTICLE 14

DEFAULT BY LESSEE

Section 14.1 Default. Lessee will be deemed in default of this lease if:

(1) Lessee fails to pay rent or make any other payment required hereunder within ten (10) days after payment is due;

(2) Lessee neglects or fails to perform and observe any promise, covenant, or condition set forth in this agreement after receipt of written notice of breach from the Authority;

(3) Lessee abandons, deserts, vacates, or discontinues its operation of the business herein authorized for more than thirty (30) days without prior written consent of Authority; or

(4) Lessee fails to provide Authority with the security deposit as required by Article 8 above.

Section 14.2 No waiver. No default will be deemed waived by either party, whether or not such party has knowledge of the default or accepts rent or other payments, unless the waiver is expressed in writing and signed by the party against whom the waiver is sought to be enforced.

Section 14.3 Authority's remedies. In the event of default by Lessee, in addition to all other remedies provided herein or now or hereafter provided by law, Authority will have the right to terminate this lease, by giving at least thirty (30) days written notice to Lessee, if: (1) Lessee is in default of this lease as set forth in Section 14.1 above; and (2) either:

(a) such default is not cured to the Authority's reasonable satisfaction within said thirty (30) days after the Authority gives Lessee notice of the default; or

prior to the occurrence of such damage (the "Restoration");

(2) Lessee's Restoration shall be made in accordance with the procedures set forth above for Lessee's initial construction (including but not limited to the Authority's review and approval of plans); and

(3) In the event of a casualty resulting in a loss payment for the improvements in an amount greater than ONE HUNDRED THOUSAND AND NO/100 DOLLARS ($100,000.00) as adjusted by the change in the CPI Index from the commencement date of the lease through the date of the casualty, the proceeds of all insurance policies maintained by Lessee attributable to the replacement of the improvements, but not Lessee's personal property, shall be deposited in Authority's and Lessee's joint names in an escrow account at a bank or other financial institution designated by Authority, or deposited in accordance with the requirements of the holder of any then existing leasehold mortgage allowed per this lease, if applicable, and shall be used by Lessee for the repair, reconstruction, or restoration of the improvements. Such proceeds shall be disbursed periodically upon certification of the architect or engineer having supervision of the work that such amounts are the amounts paid or payable for the repair, reconstruction, or restoration. Lessee shall obtain, and make available for Authority receipted bills and, upon completion of said work, full and final waivers of lien. In the event of a casualty resulting in a loss payment for the improvements in an amount equal to or less than the amount stated above, the proceeds shall be paid to Lessee, and shall be applied towards repair, reconstruction, and restoration. In the event the insurance company monitors the repair, reconstruction, or restoration of the improvements, the parties acknowledge that the proceeds may not be disbursed in advance of invoices from contractors and therefore not paid in advance in order to escrow the proceeds. In the event the proceeds are not escrowed in advance of payments due for the repair, reconstruction, or restoration of the improvements, the proceeds shall, subject to requirements of the holder of the leasehold mortgage, be jointly payable to Authority and Lessee. If the insurance proceeds are insufficient to pay the cost of Restoration, Lessee must pay the shortfall. If the proceeds exceed the cost of Restoration, Lessee will be entitled to the surplus, unless Lessee is in default under this lease. In the latter event, the surplus must be applied to the default; the remainder, if any, will be paid to Lessee.

An **"Independent Architect"** shall mean an architect or engineer that is licensed to practice in the State of Florida, who has experience in estimating cost of construction and repair, and who is selected by agreement between Authority and Lessee; however, if the parties do not agree and Lessee rejects or does not approve, within thirty (30) days of Authority's written proposal, any two (2) independent licensed architects or engineers, then the "Independent Architect" may be selected unilaterally by the Authority (but shall not be one (1) of the two (2) originally proposed by Authority, if such

said casualty.

If Lessee does not so exercise this option to terminate, then: (1) Lessee shall, at its own cost and expense, promptly repair, replace, and rebuild it, at least to the extent of the value and as nearly as practicable to the character of the premises and improvements existing immediately prior to the occurrence of such damage; (2) Lessee's Restoration shall be made in accordance with the procedures set forth above for Lessee's initial construction (including but not limited to the Authority's review and approval of plans); and (3) any and all insurance proceeds attributable to the replacement of the improvements, but not Lessee's personal property, shall be deposited in Authority's and Lessee's joint names in an escrow account at a bank or other financial institution designated by Authority (or, if required by a leasehold mortgage approved pursuant to Article 7 above, to the leasehold mortgagee) to be used by Lessee for the repair, reconstruction, or restoration of the improvements. Such proceeds shall be disbursed periodically upon certification of the architect or engineer having supervision of the work that such amounts are the amounts paid or payable for the repair, reconstruction, or restoration. Lessee shall obtain, and make available to Authority, receipted bills, and upon completion of said work, full and final waivers of lien. In the event the insurance company monitors the repair, reconstruction, or restoration of the improvements, the parties acknowledge that the proceeds may not be disbursed in advance of invoices from contractors and therefore not paid in advance in order to escrow the proceeds. In the event the proceeds are not escrowed in advance of payments due for the repair, reconstruction, or restoration of the improvements, the proceeds shall be jointly payable to Authority and Lessee. If the insurance proceeds are insufficient to pay the cost of Restoration, Lessee must pay the shortfall. If the proceeds exceed the cost of Restoration, Lessee will be entitled to the surplus, unless Lessee is in default under this lease. In the latter event, the surplus must be applied to the default; the remainder, if any, will be paid to Lessee.

federal, state, and local taxes, fees, assessments, and levies, including but not necessarily limited to ad valorem tax on the value of improvements to the premises and Lee County solid waste assessments, which are now or may hereafter be levied upon the premises, the fee interest in the premises, the Lessee's leasehold interest in the premises, or upon Lessee, or upon the buildings, improvements, or business conducted on the premises, or upon any of Lessee's property used in connection therewith.

ARTICLE 17

COMPLIANCE WITH ENVIRONMENTAL LAWS

Section 17.1 Covenants and Indemnity. As a material inducement to Authority to lease the premises to Lessee, Lessee covenants and warrants that Lessee and Lessee's use of the premises will at all times comply with and conform to all Environmental Laws. Lessee agrees not to cause a Release of any Hazardous Substance, or otherwise violate any Environmental Law with respect to the premises, and will release, hold harmless, and indemnify Authority for any and all claims, demands, damages, actions, causes of action, and suits, whether at law or in equity, of any nature whatsoever, for any third party claims with respect to Lessee's breach of the covenants in this Article 17.

Section 17.2 Remediation. If it is determined by the EPA, FDEP, or other governmental entity having jurisdiction, that environmental investigation, sampling, testing, monitoring (via monitoring wells, or otherwise), abatement, cleanup, removal or treatment of contaminated soils or groundwater, or closure or removal of underground tanks or other facilities, or some combination thereof (herein collectively referred to as "Remediation"), is required due to contamination or potential contamination arising out of, or related to, the use or occupancy of the leased premises by Lessee or its employees, agents, subtenants, or contractors, then:

A) Lessee will perform such required Remediation at Lessee's sole cost and expense;

participate in any Authority-organized task force or other work group established to coordinate storm water activities at the Airport.

ARTICLE 19

WASTE; SURRENDER OF POSSESSION

Lessee will not commit or permit waste of the premises and must quit and voluntarily deliver up possession of the leased premises at the end of the term in as good condition as at the beginning of this lease, and all fixed improvements in as good condition as when installed or constructed, excepting only ordinary wear and tear. Lessee shall have no obligation to remove any of the fixed improvements.

ARTICLE 20

GENERAL PROVISIONS

Section 20.1 Notices. Notice to Authority will be sufficient if sent by registered or certified mail, postage prepaid, or by a nationally recognized overnight delivery service (e.g. Federal Express, UPS, Airborne Express, or DHL), to: Executive Director, Lee County Port Authority, 11000 Terminal Access Road, Suite 8671, Fort Myers, Florida 33913. Notice to Lessee will be sufficient if sent in the same manner, addressed to Lessee at:

1441 SE 13th Terrace
Cape Coral, Florida 33990

The parties may designate in writing other addresses for notice. Notice shall be deemed given when delivered (if sent by a delivery company such as Federal Express) or when postmarked (if sent by mail).

Section 20.2 Captions. The captions within this agreement are inserted for convenience only, and are not intended to define, limit, or describe the scope or intent of any provisions, and shall not be construed to affect in any manner the terms and provisions hereof or the interpretation or construction thereof.

Section 20.3 Incorporation of exhibits. All exhibits referred to in this agreement are intended to be and hereby are specifically made a part of this

Section 20.10 Airport development. Authority reserves the right to further develop, change, or improve the airport and its routes and landing areas as Authority sees fit, without Lessee's interference or hindrance and regardless of Lessee's views and desires.

Section 20.11 Lessee's use and construction to conform with Federal Aviation Regulations. Lessee agrees to conform to all applicable Federal Aviation Regulations in any operation or construction on the premises. Lessee agrees to comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations (which may be amended or replaced by other regulations from time to time) before constructing any improvements or modifying or altering any structure on the premises.

Section 20.12 Lessee's noninterference with aircraft. Lessee and its successors, assigns, and sublessees will not use the premises or any part of the Airport in any manner, or act in any manner, that might interfere with any aircraft landing, taxiing, or taking off from the Airport or otherwise create a hazard. If this covenant is breached in any way, Authority reserves the right to enter the premises and abate or eliminate the interference at the expense of Lessee.

Section 20.13 Covenant of quiet enjoyment. Authority covenants that Lessee, on paying the rent and all sums provided for in this Agreement and on keeping, observing, and performing all the other terms, covenants, conditions, provisions, and agreements herein contained on the part of Lessee to be kept, observed, and performed, shall, during the term, peaceably and quietly have, hold, and enjoy the leased premises subject to the terms, covenants, conditions, provisions, and agreements hereof without interference by any persons lawfully claiming by or through Authority.

ARTICLE 21

FAA CLAUSES

Section 21.1 Incorporation of required provisions. The parties incorporate

discrimination, (3) that the Lessee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

In the event of breach of any of the above nondiscrimination covenants, the Authority shall have the right to terminate the lease and re-enter as if said lease had never been made or issued; but this provision shall not be effective until the procedures of Title 49, Code of Federal Regulations, Part 21 are followed and completed, including exercise or expiration of appeal rights.

Section 21.3 Airport protection. It shall be a condition of this lease, that the Authority reserves unto itself, its successors, and assigns, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft, now known or hereafter used, for the navigation of or flight in the said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

The Lessee agrees for itself, its successors, and assigns, to restrict the height of structures, objects of natural growth, and other obstructions on the premises to such a height so as to comply with Federal Aviation Regulations, Part 77.

The Lessee agrees for itself, its successors, and assigns, to prevent any use of the leased premises which would interfere with or adversely affect the operation or maintenance of the Airport, or otherwise constitute an airport hazard.

Section 21.4 Subordination. This agreement is subject and subordinate to the provisions of any governmental restrictions of record and any existing or future agreement entered into between the Authority or Lee County and the United States, for

to participate in the award of the taking; (2) Lessee shall promptly restore the remaining portions of the premises to a condition comparable to the condition of the premises at the time of such taking; and (3) this lease shall continue in full force and effect except that the rent payable hereunder shall be equitably adjusted to take into account the portion or portions of the premises lost by the taking.

Section 22.3 Award. If this lease is terminated by reason of a taking, any compensation awarded for such taking of the premises will be equitably apportioned between the Authority and Lessee to reflect the respective values of the encumbered fee and the leasehold interest.

ARTICLE 23

CIVIL RIGHTS AND TITLE VI

Section 23.1 General Civil Rights Provisions. Lessee agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefitting from Federal assistance. If the Lessee transfers its obligation to another, the transferee is obligated in the same manner as the Lessee. This provision obligates the Lessee for the period during which the property is owned, used or possessed by the Lessee and the airport remains obligated to the Federal Aviation Administration. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

Section 23.2 Compliance with Nondiscrimination Requirements. During the performance of this contract, Lessee, for itself, its assignees, and successors in interest (hereinafter referred to as the "Contractor"), agrees as follows:

A. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

with the non-discrimination provisions of this contract, the Port Authority will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:

a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or

b. Cancelling, terminating, or suspending a contract, in whole or in part.

F. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the Port Authority or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the Port Authority to enter into any litigation to protect the interests of the Port Authority. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Section 23.3 Transfer of Real Property Acquired or Improved Under the Airport Improvement Program.

A. Lessee, for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree, as a covenant running with the land, that in the event facilities are constructed, maintained, or otherwise operated on the property described in this lease for a purpose for which a Federal

B. In the event of breach of any of the above nondiscrimination covenants, Authority will have the right to terminate the lease and to enter or re-enter and repossess said land and the facilities thereon.

Section 23.5 Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this contract, the Lessee, for itself, its assignees, and successors in interest(hereinafter referred to as the "Contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

1. Title VI of the Civil Rights Act of 1964 (42 USC § 2000d *et seq.*, 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
2. 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
3. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
4. Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 *et seq.*), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
5. The Age Discrimination Act of 1975, as amended (42 USC § 6101 *et seq.*) (prohibits discrimination on the basis of age);
6. Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
7. The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
8. Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
9. The Federal Aviation Administration's Nondiscrimination statute (49

LEE COUNTY PORT AUTHORITY

By: Brian Hamman
Chairman or Vice Chairman, Board of Port Commissioners

Date: 3/17/2020

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

By: Suzanne D. Hagler
Port Authority Attorney

ATTEST:
LINDA DOGGETT, CLERK

By: Missy Flint
Deputy Clerk



DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Exhibit B

Prohibited Uses

1. bowling alley, pool hall, or billiard hall

2. amusement arcade, skating rink, roller rink, pinball, video, or electronics gameroom

3. any establishment (whether a night club, bar, restaurant, or otherwise) providing beer, wine, liquor, or other alcoholic beverages for on-premises consumption, whether for sale, complimentary, or otherwise

4. fire sale, bankruptcy sale (unless pursuant to court order), second-hand store or flea market

5. dry cleaning facility (unless all cleaning is done off-premises)

6. storing or renting, automobiles, trucks, trailers, mobile homes, campers, or recreational vehicles

7. any establishment providing adult-only or sexually oriented service or product, including but not limited to, any massage parlor, topless, bottomless, or totally nude establishment, adult bookstore, adult theater, adult amusement facility, or other establishment selling, exhibiting, or displaying pornographic or erotic materials

8. a store specializing in the sale of drug paraphernalia

9. any gaming facility or operation, including, without limitation, a bingo hall, off-track or sports betting parlor, and table games such as blackjack, poker, slot machines, video poker, keno machines, or similar devices

10. nursery, daycare center, or children's playground

11. any use which creates a legal nuisance or emits a noxious odor, noise, or sound which can be heard or smelled outside the leased premises

Background (continued)

Attachments:
1. Contract Summary
2. Proposed ground lease

5. -

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2022000045860, Doc Type EAS, Pages 4, Recorded 2/9/2022 at 2:47 PM, Deputy Clerk DBEDNARTZ
Rec Fees: $35.50

THIS INSTRUMENT PREPARED BY:

Lee County Port Authority Attorney's Office
11000 Terminal Access Road, Suite 8671
Fort Myers, Florida 33913

Strap No.: 01-45-24-P1-98060.0100

Section 01, Twp. 45 S, Range 24 E

UTILITY EASEMENT

This Utility Easement ("Easement") is made this 20th day of January, 2022, between LEE COUNTY PORT AUTHORITY, a dependent political subdivision of Lee County, Florida, whose address is 11000 Terminal Access Road, Ste. 8671, Fort Myers, Florida 33913 ("Grantor") and FLORIDA POWER & LIGHT COMPANY, a Florida corporation, whose mailing address is 15834 Winkler Road, Fort Myers, Florida 33908, and its licensees, agents, successors and assigns (collectively "Grantee").

The undersigned Grantor, in consideration of the payment of $1.00 and other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, grants and gives to Grantee a nonexclusive easement for the construction, operation and maintenance of underground electrical facilities to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, or change the size of and remove such facilities or any of them, within an area described on the attached Exhibit "A" as a "Ten Feet Wide (10') Public Utility Easement for Florida Power & Light Company" (the "Easement Area").

Together with the right to permit any other person, firm or corporation to install the electrical line within the Easement Area and to operate the same for delivery of electrical service; the right of ingress and egress to Grantor's property at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the Easement Area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the Easement Area which might interfere with or fall upon the lines or systems of electrical line service or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

Grantee may not create obstructions or conditions in the Easement Area that are or may become hazardous or dangerous to the air or ground-traveling public.

Provided such rights do not interfere with the rights granted herein to Grantee, Grantor specifically reserves the rights to use the Easement Area for the maintenance, construction, repair, or replacement of other public utility or drainage facilities located within or adjacent to the Easement Area, including the right to construct or maintain

necessary and appropriate by Grantor, or its designee, to provide continued and sufficient utility and drainage capability.

Grantor further reserves unto itself, its successors and assigns, for the use and benefits of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Easement Area together with the right to cause in said airspace such noise as be inherent in the operation of aircraft, now known or hereafter used, for navigation of or flight in said airspace, and for use of said airspace for landing on, taking off from, or operating on the airport.

This Easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, the Grantor has caused the foregoing to be executed intending to be bound as of the date and year first above written.

ATTEST:
LINDA DOGGETT,
Clerk of Circuit Court

By: _____
Deputy Clerk

BOARD OF PORT COMMISSIONERS
OF LEE COUNTY, FLORIDA

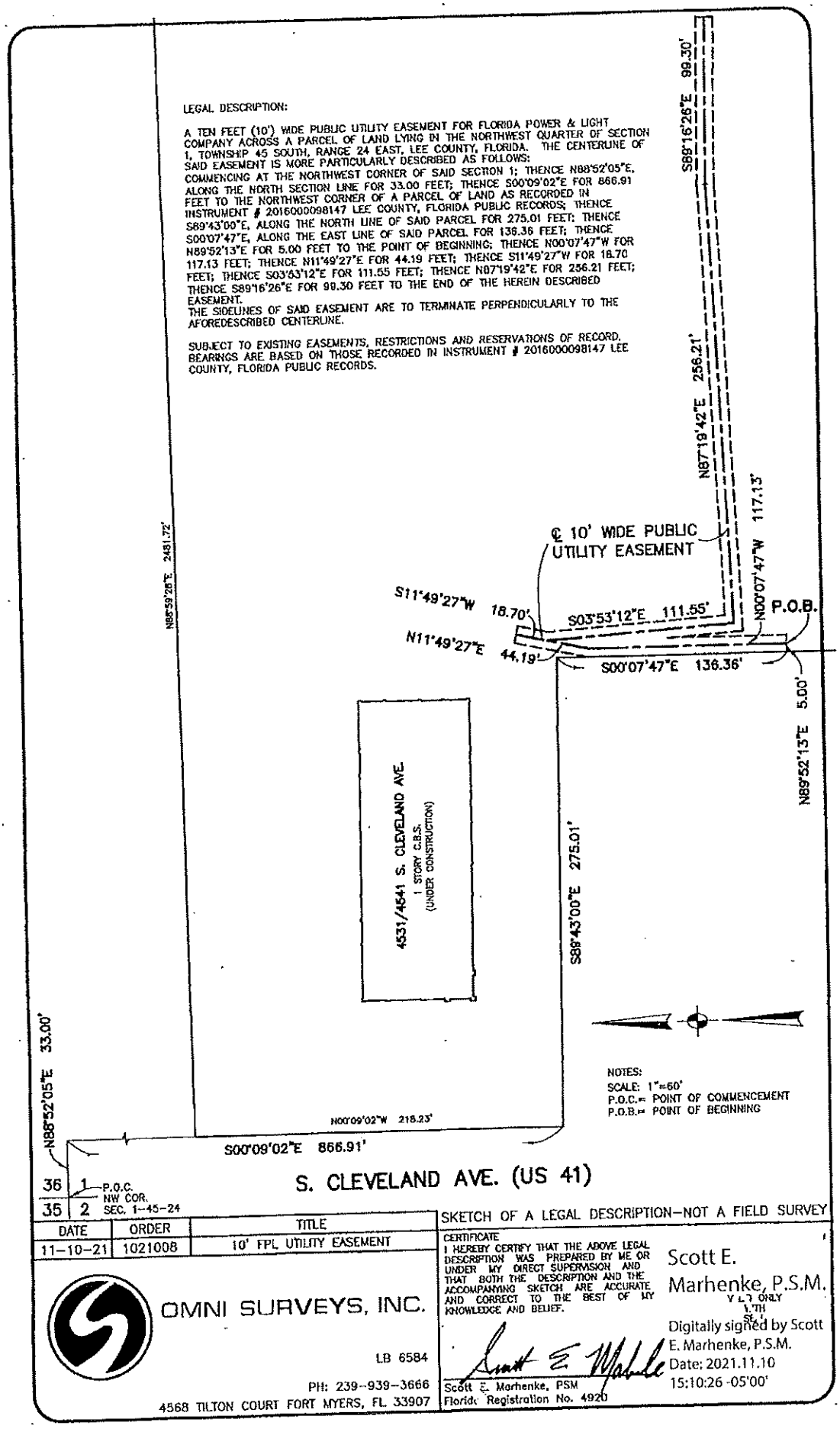
By: _____
Chair/Vice-Chair
Commissioner Cecil L Pendergrass, Chairman
Lee County Board of County Commissioners
District 2

BOARD OF PORT COMMISSIONERS SEAL LEE COUNTY FLORIDA

Approved as to Form for the Reliance of
Lee County Port Authority:

By: _____
Port Authority Attorney's Office

Exhibit "A"


LEGAL DESCRIPTION:
A TEN FEET (10') WIDE PUBLIC UTILITY EASEMENT FOR FLORIDA POWER & LIGHT COMPANY ACROSS A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA. THE CENTERLINE OF SAID EASEMENT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1; THENCE N88°52'05"E, ALONG THE NORTH SECTION LINE FOR 33.00 FEET; THENCE S00°09'02"E FOR 866.91 FEET TO THE NORTHWEST CORNER OF A PARCEL OF LAND AS RECORDED IN INSTRUMENT # 2016000098147 LEE COUNTY, FLORIDA PUBLIC RECORDS; THENCE S89°43'00"E, ALONG THE NORTH LINE OF SAID PARCEL FOR 275.01 FEET; THENCE S00°07'47"E, ALONG THE EAST LINE OF SAID PARCEL FOR 136.36 FEET; THENCE N89°52'13"E FOR 5.00 FEET TO THE POINT OF BEGINNING; THENCE N00°07'47"W FOR 117.13 FEET; THENCE N11°49'27"E FOR 44.19 FEET; THENCE S11°49'27"W FOR 18.70 FEET; THENCE S03°53'12"E FOR 111.55 FEET; THENCE N07°19'42"E FOR 256.21 FEET; THENCE S89°16'26"E FOR 99.30 FEET TO THE END OF THE HEREIN DESCRIBED EASEMENT.
THE SIDELINES OF SAID EASEMENT ARE TO TERMINATE PERPENDICULARLY TO THE AFOREDESCRIBED CENTERLINE.
SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.
BEARINGS ARE BASED ON THOSE RECORDED IN INSTRUMENT # 2016000098147 LEE COUNTY, FLORIDA PUBLIC RECORDS.
S89°16'26"E 99.30'
N07°19'42"E 256.21'
N00°07'47"W 117.13'
℄ 10' WIDE PUBLIC UTILITY EASEMENT
S11°49'27"W 18.70'
S03°53'12"E 111.55'
N11°49'27"E 44.19'
P.O.B.
S00°07'47"E 136.36'
N89°52'13"E 5.00'
N88°59'26"E 2481.72'
4531/4541 S. CLEVELAND AVE.
1 STORY C.B.S.
(UNDER CONSTRUCTION)
S89°43'00"E 275.01'
N88°52'05"E 33.00'
N00°09'02"W 218.23'
S00°09'02"E 866.91'
S. CLEVELAND AVE. (US 41)
36 1 P.O.C. NW COR. SEC. 1-45-24
35 2
NOTES:
SCALE: 1"=60'
P.O.C.= POINT OF COMMENCEMENT
P.O.B.= POINT OF BEGINNING
SKETCH OF A LEGAL DESCRIPTION-NOT A FIELD SURVEY
DATE 11-10-21
ORDER 1021008
TITLE 10' FPL UTILITY EASEMENT
CERTIFICATE
I HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT BOTH THE DESCRIPTION AND THE ACCOMPANYING SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
Scott E. Marhenke, P.S.M.
VALID ONLY WITH SEAL
Digitally signed by Scott E. Marhenke, P.S.M.
Date: 2021.11.10 15:10:26 -05'00'
Scott E. Marhenke, PSM
Florida Registration No. 4920
OMNI SURVEYS, INC.
LB 6584
PH: 239-939-3666
4568 TILTON COURT FORT MYERS, FL 33907

BOARD OF PORT COMMISSIONERS OF THE LEE COUNTY PORT AUTHORITY

1. REQUESTED MOTION/PURPOSE: Request Board approve a Utility Easement to Florida Power & Light Company to provide electrical services to Lou's Total Car Care, Inc. on LCPA-leased property at Page Field.
2. FUNDING SOURCE: N/A
3. TERM: N.A
4. WHAT ACTION ACCOMPLISHES: Approves a Utility Easement to allow Florida Power & Light Company to provide electrical services to Lou's Total Car Care, Inc. on LCPA-leased property at Page Field.

5. CATEGORY: 6. Consent Agenda

6. ASMC MEETING DATE: 12/16/2021

7. BoPC MEETING DATE: 1/20/2022

8. AGENDA:
____ CEREMONIAL/PUBLIC PRESENTATION
X CONSENT
____ ADMINISTRATIVE

9. REQUESTOR OF INFORMATION:
(ALL REQUESTS)
NAME Mark A. Trank

DIV. Port Attorney

10. BACKGROUND:

Florida Power & Light Company has requested the Board of Port Commissioners grant a Utility Easement to the utility to provide electrical services to Lou's Total Car Care, Inc., which has leased a parcel at Page Field. It is in the Port Authority's best interest to grant the requested easement.

Attachment: Utility Easement and exhibits

11. RECOMMENDED APPROVAL

DEPUTY EXEC DIRECTOR	COMMUNICATIONS AND MARKETING	OTHER	FINANCE	PORT ATTORNEY	EXECUTIVE DIRECTOR
					Benjamin R. Siegel

12. SPECIAL MANAGEMENT COMMITTEE RECOMMENDATION:

APPROVED X (4-0)
APPROVED as AMENDED
DENIED
OTHER

13. PORT AUTHORITY ACTION:

APPROVED X Hamman/Ruane (5-0)
APPROVED as AMENDED
DENIED
DEFERRED to
OTHER

6. -

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2022000048893, Doc Type NOC, Pages 1, Recorded 2/11/2022 at 1:05 PM, Deputy Clerk JMILLER
Rec Fees: $10.00

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2021000061848, Doc Type NOC, Pages 1, Recorded 3/1/2021 at 11:19 AM, Deputy Clerk PSMITH
Rec Fees: $10.00

I CERTIFY THIS DOCUMENT TO BE A TRUE AND CORRECT COPY OF THE ORIGINAL ON FILE IN MY OFFICE
LINDA DOGGETT, CLERK OF CIRCUIT COURT
STATE OF FLORIDA, COUNTY OF LEE
☐ REDACTED COPY PER F.S. 119.07
BY: Patricia A. Smith
DATED: MAR 0 1 2021 Deputy Clerk

NOTICE OF COMMENCEMENT

Permit No. BLD2020-02836 BLOC-007469-2021
Tax Folio No. 10599219
State of Florida
County of Lee

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available).
   4531 S. Cleveland Ave Fort Myers. Township 45 Range 24E Section 1
2. **General description of improvement:**
   Site work, new car care and auto body center Dumpster Enclosure
3. **Owner information:**
   Name Moralez Real Estate
   Address 1441 SE 13th Ter
   Phone 239-462-1848 Fax
   Interest in property
   Name and address of fee simple titleholder (if other than Owner)
4. **Contractor:**
   Name Jenks Builders Inc
   Address 7600 Alico Rd 12-2 Fort Myers F l 33912
   Phone 239-481-1219 Fax
5. **Surety:**
   Name
   Address
   Amount of bond: $ Phone Fax
6. **Lender:**
   Name Live Oak Bank
   Address 1741 Tiburon Dr Wilmington, NC 28401
   Phone 910-499-4588 Fax
7. **Persons within the State of Florida designated by Owner** upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:
   Name
   Address
   Phone Fax
8. **In addition to himself or herself, Owner designates** the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.
   Name
   Address
   Phone Fax
9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified)

Printed Name Luis and Nora Moralez
(Printed Name of Person Signing Notice)

Signature
(Owner or Owner's Authorized Officer/Director/Partner/Manager)
Owner's Name Luis and Nora Moralez
Owner's Address 1411 SE 13th Ter Cape Coral Fl 33990

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification Pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

x
Signature of Natural Person Signing Above

Web/NoticeofCommencement (6/2018)

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2022000059973, Doc Type NOC, Pages 1, Recorded 2/22/2022 at 12:57 PM, Deputy Clerk SJENSEN ERECORD
Rec Fees: $10.00

PERMIT #
TAX FOLIO NUMBER 10599219

NOTICE OF COMMENCEMENT

STATE OF FL
COUNTY OF Lee

THE UNDERSIGNED HEREBY GIVES NOTICE THAT IMPROVEMENT WILL BE MADE TO CERTAIN REAL PROPERTY, AND IN ACCORDANCE WITH CHAPTER 713, FLORIDA STATUTES, THE FOLLOWING INFORMATION IS PROVIDED IN THIS NOTICE OF COMMENCEMENT.

1. DESCRIPTION OF PROPERTY: (LEGAL DESCRIPTION OF THE PROPERTY AND STREET ADDRESS IF AVAILABLE)
4531 S. Cleveland Avenue, Fort Myers, FL 33907 - Ground Land Only for now
2 GENERAL DESCRIPTION OF IMPROVEMENT: Installing 4 new channel letter signs and 1 nonlit acrylic letters onto North, West and South facades of building. To be mounted on a raceway, using existing electric. Non Lit letters to be flush-mounted w/ studs
3 OWNER INFORMATION: A NAME Moralez Real Estate LLC
B ADDRESS 1441 SE 13th Terr. Cape Coral, FL 33990 C INTEREST IN PROPERTY Owner
C NAME AND ADDRESS OF FEE SIMPLE TITLE HOLDER (IF OTHER THAN OWNER)
4 CONTRACTOR INFORMATION: (NAME, ADDRESS & PHONE NO)
Gabriel Jacobs, Agent of Sign On, LLC EC12001591 4525 Del Prado Blvd S , Ste A, Cape Coral, FL 33904
5 SURETY: (NAME, ADDRESS, PHONE NO. & BOND AMOUNT):
$
6 LENDER INFORMATION: (NAME, ADDRESS & PHONE NO)
7 PERSONS WITHIN THE STATE OF FLORIDA DESIGNATED BY OWNER UPON WHOM NOTICES OR OTHER DOCUMENTS MAY BE SERVED AS PROVIDED BY SECTION 713 13 (1)(A) 7., FLORIDA STATUTES.
A NAME, ADDRESS & PHONE NO:
8. IN ADDITION TO HIMSELF/HERSELF, OWNER DESIGNATES THE FOLLOWING TO RECEIVE A COPY OF THE LIENORS NOTICE AS PROVIDED IN SECTION 713.13(1)(B), FLORIDA STATUTES (NAME, ADDRESS & PHONE NO)
9 EXPIRATION DATE OF NOTICE OF COMMENCEMENT (THE EXPIRATION DATE IS ONE YEAR FROM THE DATE OF RECORDING UNLESS A DIFFERENT DATE IS SPECIFIED)

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF (SECTION 92 525, FLORIDA STATUTES).

Nora V Moralez
SIGNATURE OF OWNER OR LESSEE; OR, OWNER'S OR LESSEE'S AUTHORIZED AGENT

Nora V Moralez
PRINTED NAME

Co-Owner CC / VP
COMPANY NAME AND TITLE

STATE OF FL, COUNTY OF LEE, SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS 22 DAY OF February, 2022, BY NORA MORALEZ (NAME OF PERSON MAKING STATEMENT), PERSONALLY KNOWN ✓ OR PRODUCED IDENTIFICATION ___, TYPE OF IDENTIFICATION
Laurie Jacobs (SIGNATURE OF NOTARY PUBLIC)
(PRINT OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC)

Notary Public State of Florida
Laurie A Jacobs
My Commission GG 203795
Expires 04/04/2022

Revised: 11/3/11

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2022000059983, Doc Type NOC, Pages 1, Recorded 2/22/2022 at 1:00 PM, Deputy Clerk PSMITH ERECORD
Rec Fees: $10.00

PERMIT # _____
TAX FOLIO NUMBER 10599219

NOTICE OF COMMENCEMENT

STATE OF FL
COUNTY OF Lee

THE UNDERSIGNED HEREBY GIVES NOTICE THAT IMPROVEMENT WILL BE MADE TO CERTAIN REAL PROPERTY, AND IN ACCORDANCE WITH CHAPTER 713, FLORIDA STATUTES, THE FOLLOWING INFORMATION IS PROVIDED IN THIS NOTICE OF COMMENCEMENT.

1. DESCRIPTION OF PROPERTY: (LEGAL DESCRIPTION OF THE PROPERTY AND STREET ADDRESS IF AVAILABLE)
4531 S. Cleveland Avenue, Fort Myers, FL 33907 - Ground Land Only for now

2. GENERAL DESCRIPTION OF IMPROVEMENT:
Installing new freestanding sign by property line. Sign to have 2 sign cabinets and a digital/EMC sign at the bottom

3. OWNER INFORMATION: A. NAME: Moralez Real Estate LLC
B. ADDRESS: 1441 SE 13th Terr. Cape Coral, FL 33990 C. INTEREST IN PROPERTY: Owner
C. NAME AND ADDRESS OF FEE SIMPLE TITLE HOLDER (IF OTHER THAN OWNER) _____

4. CONTRACTOR INFORMATION: (NAME, ADDRESS & PHONE NO).
Gabriel Jacobs, Agent of Sign On, LLC. EC12001591 4525 Del Prado Blvd. S , Ste A, Cape Coral, FL 33904

5. SURETY: (NAME, ADDRESS, PHONE NO & BOND AMOUNT)
_____ $_____

6. LENDER INFORMATION: (NAME, ADDRESS & PHONE NO)
_____

7. PERSONS WITHIN THE STATE OF FLORIDA DESIGNATED BY OWNER UPON WHOM NOTICES OR OTHER DOCUMENTS MAY BE SERVED AS PROVIDED BY SECTION 713.13 (1)(A) 7., FLORIDA STATUTES.
A. NAME, ADDRESS & PHONE NO: _____

8. IN ADDITION TO HIMSELF/HERSELF, OWNER DESIGNATES THE FOLLOWING TO RECEIVE A COPY OF THE LIENORS NOTICE AS PROVIDED IN SECTION 713.13(1)(B), FLORIDA STATUTES: (NAME, ADDRESS & PHONE NO):
_____

9. EXPIRATION DATE OF NOTICE OF COMMENCEMENT (THE EXPIRATION DATE IS ONE YEAR FROM THE DATE OF RECORDING UNLESS A DIFFERENT DATE IS SPECIFIED) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF (SECTION 92.525, FLORIDA STATUTES).

SIGNATURE OF OWNER OR LESSEE; OR, OWNER'S OR LESSEE'S AUTHORIZED AGENT

Luis R Moralez
PRINTED NAME

Lui's total Car Care / President
COMPANY NAME AND TITLE

STATE OF FL, COUNTY OF LEE SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME THIS 17th DAY OF February, 2022 BY LUIS MORALEZ (NAME OF PERSON MAKING STATEMENT), PERSONALLY KNOWN / OR PRODUCED IDENTIFICATION ___, TYPE OF IDENTIFICATION _____

(SIGNATURE OF NOTARY PUBLIC)

(PRINT OR STAMP COMMISSIONED NAME OF NOTARY PUBLIC) Laune Jacobs

Notary Public State of Florida
Laune A Jacobs
My Commission GG 203795
Expires 04/04/2022

Revised: 11/3/11

Linda Doggett, Lee County Clerk of Circuit Court
INSTR. # 2022000089519, Doc Type NOC, Pages 1, Recorded 3/17/2022 at 2:30 PM, Deputy Clerk LHINSPETER ERECORD
Rec Fees: $10.00

NOTICE OF COMMENCEMENT

Permit No. 10509810
Tax Folio No.
State of Florida
County of Lee

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available)
4531 S. Cleveland Ave Fort Myers FL
Township 45 Range 24E Section 21
2. **General description of improvement:** Well Drilling
3. **Owner information:**
Name Morales Real Estate
Address 1441 SE 13th Ter
Phone 239-462-1648 Fax
Interest in property
Name and address of fee simple titleholder (if other than Owner)
4. **Contractor:**
Name H2O Systems, Inc. / Thomas Evenson
Address 313 NE 3rd Avenue, Cape Coral, FL 33909
Phone 239-574-6611 Fax 239-574-5442
5. **Surety:**
Name
Address
Amount of bond: $ Phone Fax
6. **Lender:**
Name
Address
Phone Fax
7. **Persons within the State of Florida designated by Owner** upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:
Name
Address
Phone Fax
8. **In addition to himself or herself, Owner designates** the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.
Name
Address
Phone Fax
9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified)

Printed Name Luis and Dora Morales Signature X
(Printed Name of Person Signing Notice) *(Owner or Owner's Authorized Officer/Director/Partner/Manager)*
Owner's Name Luis & Dora Morales
Owner's Address 1441 SE 13th Ter Cape Coral FL 33990

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification Pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

X
Signature of Natural Person Signing Above

Web/NoticeofCommencement (6/2018)

Kevin C. Karnes, Lee County Clerk of Circuit Court
INSTR. # 2022000103151, Doc Type NOC, Pages 1, Recorded 3/29/2022 at 11:36 AM, Deputy Clerk WMILLER ERECORD
Rec Fees: $10.00

NOTICE OF COMMENCEMENT

Permit No. _____
Tax Folio No. _____
State of Florida
County of Lee

The undersigned hereby gives notice that improvement will be made to certain real property, and in accordance with Chapter 713, Florida Statutes, the following information is provided in the Notice of Commencement.

1. **Description of property:** (legal description of property and street address if available)
   4531 S. Cleveland Ave Fort Myers FL
   Township 45 Range 24E Section 21
2. **General description of improvement:** Lawn Irrigation System.
3. **Owner information:**
   Name Morelez Real Estate
   Address 1441 SE 13th Ter
   Phone 239-462-1648 Fax _____
   Interest in property _____
   Name and address of fee simple titleholder (if other than Owner)
4. **Contractor:**
   Name H2O Systems, Inc.
   Address 313 NE 3rd Avenue, Cape Coral, FL 33909
   Phone 239-574-6611 Fax 239-574-5442
5. **Surety:**
   Name _____
   Address _____
   Amount of bond: $ _____ Phone _____ Fax _____
6. **Lender:**
   Name _____
   Address _____
   Phone _____ Fax _____
7. **Persons within the State of Florida designated by Owner** upon whom notices or other documents may be served as provided by Section 713.13(1)(a)7., Florida Statues:
   Name _____
   Address _____
   Phone _____ Fax _____
8. **In addition to himself or herself, Owner designates** the following person(s) to receive a copy of the Lienor's Notice as provided in Section 713.13(1)(b), Florida Statues.
   Name _____
   Address _____
   Phone _____ Fax _____
9. **Expiration date of notice of commencement** (the expiration date is 1 year from date of recording unless a different date is specified) _____

Printed Name Luis and Dora Morelez Signature X Morelez
(Printed Name of Person Signing Notice) *(Owner or Owner's Authorized Officer/Director/Partner/Manager)*
Owner's Name Luis & Dora Morelez
Owner's Address 1441 SE 13th Ter Cape Coral FL 33990

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENT UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BY RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

Verification Pursuant to Section 92.525, Florida Statutes

Under penalties of perjury, I declare that I have read the foregoing and that the facts stated in it are true to the best of my knowledge and belief.

X Morelez
Signature of Natural Person Signing Above

Web/NoticeofCommencement (6/2018)

Kevin C. Karnes, Lee County Clerk of Circuit Court
INSTR. # 2022000137731, Doc Type NOC, Pages 1, Recorded 4/25/2022 at 1:22 PM, Deputy Clerk SSTILIS
Rec Fees: $10.00

Lou's NOC

PERMIT # BLD-012068-2021
YTAX FOLIO NUMBER _____

NOTICE OF COMMENCEMENT

STATE OF Florida
COUNTY OF Lee

THE UNDERSIGNED HEREBY GIVES NOTICE THAT IMPROVEMENT WILL BE MADE TO CERTAIN REAL PROPERTY, AND IN ACCORDANCE WITH CHAPTER 713, FLORIDA STATUTES, THE FOLLOWING INFORMATION IS PROVIDED IN THIS NOTICE OF COMMENCEMENT.

1. DESCRIPTION OF PROPERTY: (LEGAL DESCRIPTION OF THE PROPERTY AND STREET ADDRESS IF AVAILABLE)
4531 S CLEVELAND AVE Fort Myers
2. GENERAL DESCRIPTION OF IMPROVEMENT:
Installation of Paint Spray booth
3. OWNER INFORMATION: A. NAME: Luis R Morales
B. ADDRESS 1991 SE 13 Terrace C.C. STATE OF FLORIDA COUNTY: _____
C. NAME AND ADDRESS OF FEE SIMPLE TITLE HOLDER (IF OTHER THAN OWNER): _____
4. CONTRACTOR INFORMATION: (NAME, ADDRESS & PHONE NO): 10000 Princess St. Ste B/W
Artex Spray Booths Inc. Thomas C. Kimball Clearwater, FL 33762
5. SURETY: (NAME, ADDRESS, PHONE NO. & BOND AMOUNT): N/A $ _____
6. LENDER INFORMATION: (NAME, ADDRESS & PHONE NO): N/A
7. PERSONS WITHIN THE STATE OF FLORIDA DESIGNATED BY OWNER UPON WHOM NOTICES OR OTHER DOCUMENTS MAY BE SERVED AS PROVIDED BY SECTION 713.13 (1)(A) 7., FLORIDA STATUTES.
A. NAME, ADDRESS & PHONE NO: _____
8. IN ADDITION TO HIMSELF/HERSELF, OWNER DESIGNATES THE FOLLOWING TO RECEIVE A COPY OF THE LIENORS NOTICE AS PROVIDED IN SECTION 713.13(1)(B), FLORIDA STATUTES: (NAME, ADDRESS & PHONE NO): _____
9. EXPIRATION DATE OF NOTICE OF COMMENCEMENT (THE EXPIRATION DATE IS ONE YEAR FROM THE DATE OF RECORDING UNLESS A DIFFERENT DATE IS SPECIFIED) _____

WARNING TO OWNER: ANY PAYMENTS MADE BY THE OWNER AFTER THE EXPIRATION OF THE NOTICE OF COMMENCEMENT ARE CONSIDERED IMPROPER PAYMENTS UNDER CHAPTER 713, PART I, SECTION 713.13, FLORIDA STATUTES, AND CAN RESULT IN YOUR PAYING TWICE FOR IMPROVEMENTS TO YOUR PROPERTY. A NOTICE OF COMMENCEMENT MUST BE RECORDED AND POSTED ON THE JOB SITE BEFORE THE FIRST INSPECTION. IF YOU INTEND TO OBTAIN FINANCING, CONSULT WITH YOUR LENDER OR AN ATTORNEY BEFORE COMMENCING WORK OR RECORDING YOUR NOTICE OF COMMENCEMENT.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE READ THE FOREGOING AND THAT THE FACTS IN IT ARE TRUE TO THE BEST OF MY KNOWLEDGE AND BELIEF (SECTION 92.525, FLORIDA STATUTES).

X _____
SIGNATURE OF OWNER OR LESSEE, OR, OWNER'S OR LESSEE'S AUTHORIZED AGENT

X Luis Morales
PRINTED NAME

X Lou's Total Car Care - Pres.
COMPANY NAME AND TITLE

STATE OF FL COUNTY OF Lee SWORN TO (OR AFFIRMED) AND SUBSCRIBED BEFORE ME BY MEANS OF ☑ PHYSICAL PRESENCE OR ☐ ONLINE NOTARIZATION THIS 25 DAY OF April 2022 BY Luis Morales (NAME OF PERSON MAKING STATEMENT), PERSONALLY KNOWN ☐ OR PRODUCED IDENTIFICATION ☑ TYPE OF IDENTIFICATION FL DrivLic

NRodriguez-Morales
SIGNATURE OF NOTARY PUBLIC

NORA V. RODRIGUEZ-MORALEZ
MY COMMISSION # HH 035502
EXPIRES: September 3, 2024
Bonded Thru Notary Public Underwriters

Memorandum
from the
Department of County Lands

Title Certification
Strap Number(s):12-45-24-00-00003.0000
Folio ID(s): 10196134

Certified to: Lee County Port Authority and South Florida Water Management District

Effective Date of Title Certification: July 31, 2023 at 5:00 pm

I have searched the Public Records of Lee County, Florida and have examined the title to the real property more particularly described in the metes and bounds description attached hereto as Exhibit "A". I have made a careful examination of the Public Records of Lee County, Florida, with respect to the real property described in attached Exhibit "A". Based on the foregoing, we hereby certify Record Title to the above-described real property, as to the Effective Date of the Title Certification set forth above, is vested in:

Lee County as shown in attached Exhibit "B".

The following are all of those persons or entities holding a mortgage secured by the property:

N/A

The following are easements, rights of way and encumbrances affecting the property:

1) Lee County Ordinances relating to garbage and solid waste collection, recorded November 30, 1990, Official Record Book 2189, Pages 3281, in the Public Records of Lee County, Florida.

NOTE: All instruments in chain of Title show legal as STRAP #12-45-24-00-00003.0000 and a strip of land on East side of SE ¼ of canal (parcel is actually in NE ¼ and appears to lie Westerly of canal)

NOTE: Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report

Tax Status:

12-45-24-00-00003.0000 - Subject property is assessed at $1,150.00 for 2023 with local government exemption of $1,150.00. There were no taxes due in 2022.

NOTE: This Property is tax exempt.

The undersigned hereby certifies that the foregoing Title Search Report reflects a comprehensive search of the Public Records of Lee County, Florida, showing the apparent ownership of the lands described above, together with outstanding encumbrances affecting said lands.

Dated this 22nd day of August, 2023, at 5:00 PM.

By: _____
Marja Borkert
Property Acquisition Assistant

S:\County Lands\POOL\PORT AUTHORITY- Page Field\2023 Title\Lee County_RR RW_10196134\Title Cert-Lee County_RR RW_10196134.docx

Exhibit "A"

A parcel of land in Section 12, Township 45 South, Range 24 East, Lee County, Florida, being a portion of those lands described in Official Records Book 990, Page 290 et seq of the Public Records of Lee County, Florida, and being described as follows:

For a Point of Reference commence at the Northeast corner of Section 12, Township 46 South, Range 24 East; thence run S 89°46'16" W, along the North line of said Section 12, a distance of 78.00 feet to the Westerly right-of-way line of the Ten Mile Canal Linear Park, formerly known as Iona Drainage District Canal A, and the POINT OF BEGINNING; thence continue S 89°46'16" W, along the North line of said Section 12, a distance of 113.60 feet; thence S 00°28'14" E, along the Westerly line of those lands described in Official Records Book 990, Page 290 et seq, a distance of 933.35 feet to a point on an Easterly projection of the North right-of-way line of Danley Drive as shown on the plat of Page Park recorded in Plat Book 8, Page 92 et seq of the Public Records of Lee County, said point also being the Northeast corner of Parcel "A" as described in Official Records Book 2688, Page 1578 et seq of the Public Records of Lee County; thence S 89°04'26" E, along an Easterly projection of the said North right-of-way line of Danley Drive and said Parcel "A", 117.39 feet to the Westerly right-of-way line of the Ten Mile Canal Linear Park, formerly known as Iona Drainage Canal A; thence N 00°42'02" W, along said right-of-way line, 935.74 feet to the POINT OF BEGINNING.

Exhibit "B"

Parcel A:

Lee County, a political subdivision of the state of Florida by Special Warranty Deed from Zemel Family Ventures, LLC, a Florida limited liability company, recorded December 27, 2011 in Instrument Number 2011000276435, Public Records of Lee County, Florida.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

INSTR # 2011000276435, Doc Type D, Pages 4, Recorded 12/27/2011 at 03:59 PM, Charlie Green, Lee County Clerk of Circuit Court, Deed Doc. D $700.00 Rec. Fee $35.50 Deputy Clerk DMERCIER

Prepared by/Return to:
G. E. Young, P.A.
Edwards Wildman Palmer LLP
525 Okeechobee Boulevard, Suite 1600
West Palm Beach, Florida 33401

Real Property Appraisers Parcel
Identification No.: 12-45-24-00-00003.0000
Conveyance Price: $100,000.00

SPECIAL WARRANTY DEED

THIS SPECIAL WARRANTY DEED is made this 19th day of December 2011 by **ZEMEL FAMILY VENTURES, LLC, a Florida limited liability company,** the address of which is c/o Edwards Wildman Palmer LLP, 525 Okeechobee Boulevard, Suite 1600, West Palm Beach, Florida 33401 (the "**Grantor**") to **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, Florida 33901-0398 (the "**Grantee**").

WITNESSETH, that said Grantor, for and in consideration of the sum of Ten Dollars ($10.00), and other good and valuable consideration, receipt whereof by Grantor is hereby acknowledged, has granted, bargained and sold to Grantee, and Grantee's heirs, legal representatives, successors and assigns forever, the following described land, situate, lying and being located in Lee County, Florida, to wit:

> See Legal Description Exhibit "A" attached hereto and by this reference made a part hereof (the "**Property**").

Subject to restrictions, reservations, conditions and easements of record (it not being the intent hereof to reimpose the same) and taxes for the year 2012 and all subsequent years.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND GRANTOR hereby warrants the title to the Property and will defend the same against the lawful claims of all persons claiming by, through or under Grantor.

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

IN WITNESS WHEREOF, the said Grantor has signed and sealed these presents the day and year first above written.

Witness:

Zemel Family Ventures, LLC, a Florida limited liability company

By: _____
Nathan Zemel, Member

Print Name: Judith Wright Sibulk

Judith E. Logsdon

Print Name: Judith E. Logsdon

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of December 2011 by Nathan Zemel, Member of Zemel Family Ventures, LLC, a Florida limited liability company. He is [X] personally known to me or [ ] has produced _____ as identification.

Judith E. Logsdon
Notary Public in and for the State and County aforesaid.
Commission Number: _____
My Commission expires: _____
Print Notary Name: _____

(seal)

JUDITH E. LOGSDON
MY COMMISSION # DD 891959
EXPIRES: June 29, 2013
Bonded Thru Notary Public Underwriters

Acquisition approved by the Lee County Board of Commissioners action on 11/4/2011 and accepted on behalf of the board by _____ on 12/21/2011 in accordance with Blue Sheet #4A Project Port Authority Parcel 100
Zemel Parcel

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

Witness:

Print Name: Jean-Robert Calixte JR

Print Name: Judith E. Logsdon

By: Klein Family Investments, LLC, a New Jersey limited liability company and Member of Zemel Family Ventures, LLC

By: _____
Milton Klein, Manager
Date: DEC. 19, 2011
duly authorized

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 19th day of December, 2011 by Milton Klein, Sole Manager of Klein Family Investments, LLC, a New Jersey limited liability company, Member of Zemel Family Ventures, LLC. He is ☑ personally known to me or ☐ have produced _____ as identification.

_____
Notary Public in and for the State and County aforesaid.
Commission Number: _____
My Commission expires: _____
Print Notary Name: _____

(seal)

JUDITH E. LOGSDON
MY COMMISSION # DD 891959
EXPIRES: June 29, 2013
Bonded Thru Notary Public Underwriters

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF LEE, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

A parcel of land in Section 12, Township 45 South, Range 24 East, Lee County, Florida, being a portion of those lands described in Official Records Book 990, Page 290 et seq of the Public Records of Lee County, Florida, and being described as follows:

For a Point of Reference commence at the Northeast corner of Section 12, Township 46 South, Range 24 East; thence run S 89°46'16" W, along the North line of said Section 12, a distance of 78.00 feet to the Westerly right-of-way line of the Ten Mile Canal Linear Park, formerly known as Iona Drainage District Canal A, and the POINT OF BEGINNING; thence continue S 89°46'16" W, along the North line of said Section 12, a distance of 113.60 feet; thence S 00°28'14" E, along the Westerly line of those lands described in Official Records Book 990, Page 290 et seq, a distance of 933.35 feet to a point on an Easterly projection of the North right-of-way line of Danley Drive as shown on the plat of Page Park recorded in Plat Book 8, Page 92 et seq of the Public Records of Lee County, said point also being the Northeast corner of Parcel "A" as described in Official Records Book 2688, Page 1578 et seq of the Public Records of Lee County; thence S 89°04'26" E, along an Easterly projection of the said North right-of-way line of Danley Drive and said Parcel "A", 117.39 feet to the Westerly right-of-way line of the Ten Mile Canal Linear Park, formerly known as Iona Drainage Canal A; thence N 00°42'02" W, along said right-of-way line, 935.74 feet to the POINT OF BEGINNING.

Lee County Property Appraiser

Tax Year 2022

Property Data

STRAP: 12-45-24-00-00003.0000 Folio ID: 10196134

Generated on 3/1/2023 8:58 AM

Owner Of Record - Sole Owner [Change Address]

LEE COUNTY
PO BOX 398
FORT MYERS FL 33901

Site Address

Site Address maintained by E911 Program Addressing

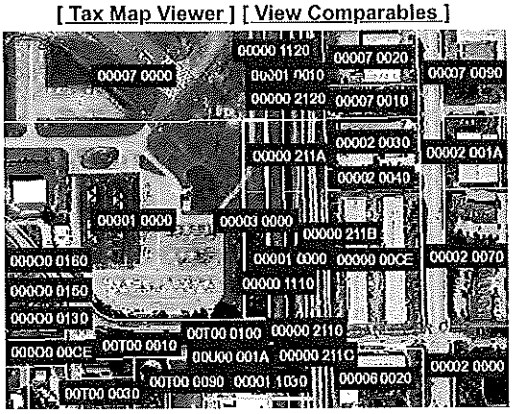
RAILROAD R/W
FORT MYERS FL 33907

Property Description

Do not use for legal documents!

A STRIP OF LAND ON E SIDE
OF SE1/4 W OF CANAL OR 990
/290 LYING N OF DANLEY RD
LES R/W OR 2662/2180

[Tax Map Viewer] [View Comparables]



[Pictometry Aerial Viewer]

Current Working Values

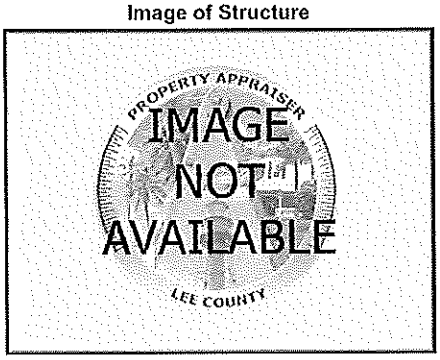
Tax Roll Value Letter Tax Refund Status

Just	1,150

Attributes

Land Units Of Measure	AC
Units	2.30
Total Number of Buildings	0
Total Bedrooms / Bathrooms	0
1st Year Building on Tax Roll	N/A
Historic Designation	No

Image of Structure



Exemptions / Classified Use (Current)

Generated on 3/1/2023 8:58 AM

Exemptions / Classifed Use (2022 Tax Roll)

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Values (2022 Tax Roll)

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Taxing Authorities

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Sales / Transactions

Generated on 3/1/2023 8:58 AM

Sale Price	Date	OR Number	Type	Notes	Vacant/Improved
100,000.00	12/19/2011	2011000276435	18		V

100.00	11/28/2005	2006000306472	04	There are 17 additional parcel(s) with this document (may have been split after the transaction date)... 01-44-24-02-00000.0010 01-45-24-P2-00063.0020 12-45-24-00-00003.01CE 13-45-24-00-00007.0000 13-45-24-00-00007.0010 13-45-24-00-00008.0000 18-44-25-P4-00708.001A 21-44-25-P2-00500.0010 21-44-25-P2-00500.0020 21-44-25-P2-0050A.00CE 21-44-25-P2-005RD.00CE 22-43-24-01-00002.0110 25-45-24-00-00002.0000 25-45-24-00-00003.0010 29-43-27-00-00019.0000 *Remaining parcels not listed.*	V
100.00	05/18/2005	4725/1272	04		V
100.00	05/06/2005	4725/1287	04		V
100.00	02/11/2005	4660/4478	04		V
100.00	06/21/1996	2728/2427	04		V
100.00	08/01/1971	990/290	04		V

Help safeguard your home against property fraud. Sign up for the Lee Clerk's free Property Fraud Alert.

Parcel Numbering History

Generated on 3/1/2023 8:58 AM

Location Information

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Solid Waste (Garbage) Roll Data

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Flood and Storm Information

Generated on 3/1/2023 8:58 AM

Address History

Generated on 3/1/2023 8:58 AM

Appraisal Details (2022 Tax Roll)

Generated on 3/1/2023 8:58 AM

Appraisal Details (Current Working Values)

Generated on 3/1/2023 8:58 AM

NOTICE OF AD VALOREM TAXES AND NON-AD VALOREM ASSESSMENTS FOR LEE COUNTY, FLORIDA 2022 Paid Real Estate

Account Number:
12-45-24-00-00003.0000

Alternate Key:
2100287290

Millage Code:
003

Site Address / Legal Description:
RAILROAD R/W

A STRIP OF LAND ON E SIDE OF SE1/4 W OF CANAL OR 990 /290 LYING N OF DANLEY RD
LES
See Additional Legal on Tax Roll

*** See message below**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33901

Amount Due: $0.00

If Paid By: Aug 31, 2023

Ad Valorem Taxes Levying Authority	Telephone	Mill Rate	Assessed	Exempt	Taxable	Amount
LEE COUNTY GENERAL REVENUE	239-533-2221	3.7623	1,150	1,150	0	0.00
PUBLIC SCHOOL - BY LOCAL BOARD	239-337-8215	2.2480	1,150	1,150	0	0.00
PUBLIC SCHOOL - BY STATE LAW	239-337-8215	3.3090	1,150	1,150	0	0.00
LEE COUNTY ALL HAZARDS - MSTU	239-533-2221	0.0693	1,150	1,150	0	0.00
LEE COUNTY UNINCORPORATED - MSTU	239-533-2221	0.8398	1,150	1,150	0	0.00
LEE COUNTY LIBRARY FUND	239-533-2221	0.4714	1,150	1,150	0	0.00
PAGE PARK LIGHT - MSTU	239-533-2308	0.2444	1,150	1,150	0	0.00
SFL WATER MGMT-DISTRICT LEVY	561-686-8800	0.0948	1,150	1,150	0	0.00
SFL WATER MGMT-EVERGLADE CONST	561-686-8800	0.0327	1,150	1,150	0	0.00
SFL WATER MGMT-OKEECHOBEE LEVY	561-686-8800	0.1026	1,150	1,150	0	0.00
LEE COUNTY HYACINTH CONTROL	239-694-2174	0.0225	1,150	1,150	0	0.00
LEE COUNTY MOSQUITO CONTROL	239-694-2174	0.2300	1,150	1,150	0	0.00
SOUTH TRAIL FIRE DISTRICT	239-433-0080	2.5000	1,150	1,150	0	0.00
WEST COAST INLAND NAVIGATION DISTRICT	941-485-9402	0.0394	1,150	1,150	0	0.00

Non-Ad Valorem Assessments Levying Authority	Telephone	Rate	Amount

Keep for your records

2022 Combined Total Ad Valorem and Non-Ad Valorem: $0.00

2022 Paid Real Estate

Account:	12-45-24-00-00003.0000
Site Address:	RAILROAD R/W, FORT MYERS, 33907
Alternate Key:	2100287290

If Paid By:	Amount Due:
Aug 31, 2023	$0.00

Phone/Email Contact: _____

***If the address below is not correct, visit www.leepa.org to update your address.**

LEE COUNTY
PO BOX 398
FORT MYERS, FL 33901

Make check payable to:

LEE COUNTY TAX COLLECTOR
PO BOX 1609
FORT MYERS FL 33902-1609

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

53 pgs
240 00 D

2944628

LEE COUNTY ORDINANCE NO. 86-14

AN ORDINANCE RELATING TO GARBAGE AND SOLID WASTE COLLECTION WITHIN LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS AND A SPECIAL DISTRICT UNIT TO INCLUDE INCORPORATED AREAS OF THE COUNTY; TO BE KNOWN AS SOLID WASTE AND MANDATORY COLLECTION UNITS FOR SERVICE AREAS; PROVIDING FOR THE PURPOSE OF DISPENSING OF SOLID WASTE AND THE BOUNDARIES; ESTABLISHING A GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION; MANDATING SERVICES AND PAYMENT FOR SAME; LEVING SPECIAL ASSESSMENTS AND COLLECTION: PROHIBITING UNLAWFUL DISPOSAL: PENALTIES, SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

OR2189PG0281

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

WHEREAS, the Board of County Commissioners of Lee County, Florida finds that there is an inordinate amount of littering of and illegal dumping on the public right-of-way and private lands of Lee County, with garbage and waste generated within the residential and non-residential units of the County, resulting in the necessity for more stringent regulation of Garbage and Solid Waste collection practices within the County; and,

WHEREAS, Lee County has determined that a substantial number of commercial entities and residents in the County do not subscribe to a garbage or trash collection disposal service; and,

WHEREAS, the Courts of the State of Florida have determined that levies of fees for garbage and waste collection similar to those levied herein by Lee County are and can be levied as special assessments; and,

WHEREAS, it has been determined that it is necessary for the Board to exercise its authority under Florida Statute

DCI2023-00018 Lee County ePlan Additional info dated 08-31-2023

2944629

LEE COUNTY ORDINANCE NO. 86-38

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 86-14; RELATING TO MANDATORY GARBAGE AND SOLID WASTE COLLECTION IN LEE COUNTY; AMENDING SECTION ONE, RELATING TO CREATION, PURPOSE AND DECLARATION OF BENEFIT; AMENDING SECTION THREE, PARAGRAPH 11, RELATING TO THE DEFINITION OF HAZARDOUS WASTE, AND PARAGRAPH 14, RELATING TO THE DEFINITION OF RESIDENTIAL COLLECTION SERVICE; AMENDING SECTION SIX, RELATING TO VARIANCES OR EXEMPTIONS FROM THE PROVISIONS OF LEE COUNTY ORDINANCE NO. 86-14, PROVIDING FOR A FINANCIAL HARDSHIP COMMITTEE, PROVIDING FOR PROCEDURES FOR APPLICATION FOR FINANCIAL HARDSHIP, PROVIDING FOR REVIEW PROCEDURES, PROVIDING FOR FLORIDA ADMINISTRATIVE CODE RECOMMENDATIONS FOR COMPACTION-TYPE TRUCK SPECIFICATIONS; AMENDING SECTION EIGHT, PARAGRAPH A, PROVIDING FOR PAYMENTS TO CONTRACTOR/FRANCHISEE BY DESIGNEE OF THE COUNTY; AMENDING SECTION NINE, PARAGRAPH B, PROVIDING FOR A FISCAL YEAR FROM APRIL 1 TO MARCH 31, AMENDING PARAGRAPH'S C, D AND E, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TEN RELATING TO CERTIFICATION OF THE RATE RESOLUTION, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TWELVE RELATING TO SCOPE OF SPECIAL ASSESSMENT, PROVIDING FOR PAYMENT OF THE SPECIAL ASSESSMENT IN QUARTERLY INSTALLMENTS AS WELL AS IN AN ANNUAL PAYMENT, PROVIDING FOR A DISCOUNT FOR ANNUAL PAYMENT, PROVIDING FOR PENALTIES FOR LATE QUARTERLY PAYMENTS, PROVIDING FOR AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE LEE COUNTY TAX COLLECTOR AS THE BOARD DESIGNATED AGENT FOR COLLECTION AND DISBURSEMENT OF SPECIAL ASSESSMENT FUNDS; AMENDING SECTION THIRTEEN, RELATING TO CORRECTIONS OF ERRORS AND OMISSIONS, PROVIDING FOR PETITION TO THE COURTS; AMENDING EXHIBIT A, RELATING TO LEGAL DESCRIPTIONS OF THE FRANCHISE AREAS FOR AREAS NO. 3 and NO. 4, DELETING AREA NO. 7; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERWOOD, D.C.

OR2189 PG3334

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida, and;

WHEREAS, the Board of County Commissioners, by Ordinance No. 86-14, created the Mandatory Garbage and Solid Waste Collection Program in Lee County, and;

WHEREAS, in the course of the implementation of Lee County Ordinance 86-14 since its adoption, there have developed numerous administrative matters that require amendments to Ordinance 86-14, and;