

**ORDINANCE NO. 1353-15**

**AN ORDINANCE OF THE CITY OF LAKE ALFRED, FLORIDA, APPROVING THE AGREEMENT FOR LAND EXCHANGE BETWEEN THE CITY OF LAKE ALFRED AND EAGLE-RIDGE, INCORPORATED AND AUTHORIZING THE PROPER CITY OFFICIALS TO EXECUTE AND DELIVER DEEDS AND OTHER INSTRUMENTS TO CONVEY CERTAIN REAL PROPERTY TO EAGLE-RIDGE, INCORPORATED IN ACCORDANCE WITH THE APPROVED AGREEMENT FOR LAND EXCHANGE AND RESERVING A PERPETUAL EASEMENT IN FAVOR OF THE CITY TO ACCESS ADJACENT REAL PROPERTY OWNED BY THE CITY OF LAKE ALFRED; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Eagle-Ridge, Incorporated desires to acquire ownership of certain real property now owned by the City of Lake Alfred, Florida; and

**WHEREAS**, the City of Lake Alfred desires to acquire ownership of certain real property now owned by Eagle-Ridge, Incorporated; and

**WHEREAS**, an Agreement for Land Exchange (hereinafter "Agreement") between the City of Lake Alfred and Eagle-Ridge, Incorporated contemplates a 1031 Exchange (under the rules and regulations of the Internal Revenue Service) of real properties that are reasonably equivalent in value to each party to the transaction; and

**WHEREAS**, on February 2, 2015, the City Commission in an open public meeting approved the Agreement between the City of Lake Alfred and Eagle-Ridge, Incorporated in order to allow the parties to the Agreement to conduct due diligence matters within the subsequent forty-five (45) business day period. Prior to the adoption of this Ordinance the parties entered into an Addendum to the Agreement ("Addendum") which revised the legal description of the lands that the City would convey and transfer to Eagle-Ridge, Incorporated and retain an easement for ingress and egress and extends the closing date to on or before June 30, 2015. Said Agreement and Addendum are attached hereto as Schedule "A" and incorporated herein by reference; and

**WHEREAS**, said real properties are described on Exhibit "A" to Schedule "A" (hereinafter "Eagle-Ridge Property") and on Exhibit "B-R" to Schedule "A" (hereinafter "City Property") both of which Exhibits are attached to Schedule "A" which is attached hereto and incorporated herein by reference; and

**WHEREAS**, City staff and representatives of Eagle-Ridge, Incorporated conducted and performed due diligence that each party determined to be appropriate including but not limited to surveys, environmental assessments and appraisals; and

**WHEREAS**, the due diligence performed by each party has been reviewed and considered and as a result thereof each party is satisfied and desires to proceed with a closing of the transaction in accordance with the terms of the Agreement and Addendum; and

**WHEREAS**, the City shall retain a perpetual easement over, on, upon, through and under the City Property it conveys to Eagle-Ridge, Incorporated as described on Exhibit "C-R" attached to Schedule "A" which is attached hereto and incorporated herein by reference, to access adjacent real property owned by the City of Lake Alfred; and

**WHEREAS**, it is in the best interests of the health, safety and welfare of the residents and citizens of the City of Lake Alfred to convey the City Property to Eagle-Ridge, Incorporated and for Eagle-Ridge, Incorporated to convey the Eagle-Ridge Property to the City in accordance with the terms of the Agreement approved by the City Commission on February 2, 2015, and Addendum approved by the City Commission.

**NOW THEREFORE, BE IT ORDAINED** by the City Commission of the City of Lake Alfred, Florida that this Ordinance is hereby passed for the protection and welfare of the citizens of Lake Alfred, and that:

**SECTION 1. RECITAL INCORPORATED.**

The above recitals are incorporated herein and form a factual basis for the passage of this Ordinance.

**SECTION 2. AGREEMENT AND ADDENDUM APPROVAL.**

That the Agreement and Addendum between the City of Lake Alfred and Eagle-Ridge, Incorporated regarding the conveyance of the City Property to Eagle-Ridge, Incorporated and the conveyance of the Eagle-Ridge Property to the City of Lake Alfred are hereby approved.

**SECTION 3. AUTHORIZATION.**

The proper City Officials are hereby authorized and empowered to execute and deliver a deed of conveyance thereof for the City Property to be conveyed to Eagle-Ridge, Incorporated described on Exhibit "B-R" to Schedule "A" attached hereto and incorporated by reference and reserving a perpetual easement over, on, upon, through and under the City Property as more particularly described on Exhibit "C-R" to Schedule "A" attached hereto and incorporated by reference in order to have access to adjacent real property still owned by the City of Lake Alfred and execute and deliver other necessary instruments to Eagle-Ridge, Incorporated in accordance with the terms of the Agreement and Addendum attached hereto as Schedule "A" which is incorporated herein by reference.

**SECTION 4. SEVERABILITY.**

If any provision or portion of this Ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this Ordinance shall remain in full force and effect.

**SECTION 5. CONFLICTS.**

All ordinances in conflict herewith are repealed.

**SECTION 6. EFFECTIVE DATE.**

This ordinance shall become effective immediately upon final adoption.

**INTRODUCED AND PASSED** on First Reading this 18<sup>th</sup> day of May, 2015.

**PASSED AND ADOPTED** on Second Reading this 1<sup>st</sup> day of June, 2015.

CITY OF LAKE ALFRED



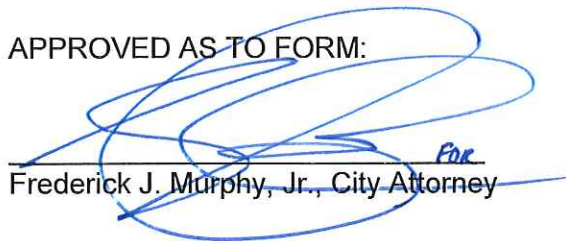
Charles O. Lake, Mayor

ATTEST:



Arnee Bailey-Speck, City Clerk

APPROVED AS TO FORM:



Frederick J. Murphy, Jr., City Attorney

# SCHEDULE "A"

## AGREEMENT FOR LAND EXCHANGE

THIS AGREEMENT, made and entered into on February 2, 2015, between **EAGLE - RIDGE, INCORPORATED**, Florida corporation (Eagle Ridge), and the **CITY OF LAKE ALFRED**, a Florida municipal corporation (City).

### BACKGROUND/RECITALS

WHEREAS, the parties have agreed to enter into an agreement for a concurrent land exchange under Section 1031 of the Internal Revenue Code and/or other applicable similar law, rule and regulation, whereby Eagle Ridge will convey to the City certain property and in exchange the City will convey to Eagle Ridge certain other property; and

WHEREAS, the City Commission of the City has found and determined by a unanimous vote that it is in the public interest to waive the provisions of Article VII of Chapter 2 of the City of Lake Alfred Code of Ordinances regarding the purchase, sale or lease of public lands; and

WHEREAS, the City and Eagle Ridge have found and determined that the exchange of the lands as contemplated herein is in the best interests of the residents and citizens of Lake Alfred and the residents of the State of Florida; and

WHEREAS, the City and Eagle Ridge have found and determined and acknowledge and agree that the monetary value of the lands that are contemplated to be exchanged in this Agreement are of about approximately equal value and that each party is receiving the benefit and furtherance of goals and policies of their respective organizations as a result of the land exchange contemplated herein; and

Therefore, the parties hereby covenant and agree as follows:

1, Eagle Ridge shall transfer and convey to the City the real property located in Polk County, Florida, and described on Exhibit A attached hereto and incorporated by reference (the Eagle Ridge Property). The Eagle Ridge Property shall be transferred to the City free and clear of any and all liens and encumbrances, except for any title matters approved by the City as set forth below. Any real estate taxes that may be due for the Eagle Ridge Property shall be paid by Eagle Ridge and escrowed at closing and remitted to the Polk County Tax Collector by Closing Agent.

2. Concurrently with the transfer of the Eagle Ridge Property to the City, the City shall transfer and convey to Eagle Ridge the real property located in Polk County, Florida, and described on Exhibit B hereto and incorporated by reference (the City Property). The City Property shall be transferred to Eagle Ridge free and clear of any and all liens and encumbrances, , any title matters approved by Eagle Ridge as set forth below, and a reserved easement for ingress and egress to and from other property owned by the City, as described on Exhibit C attached hereto and incorporated by reference. Any real estate taxes that may be due as a result of the transfer and conveyance of the City Property to Eagle Ridge shall be the obligation of Eagle Ridge.

## SCHEDULE "A"

3. A. Eagle Ridge shall have sixty (60) business days (Eagle Ridge Inspection Period) after the effective date of this Agreement in which to perform, at Eagle Ridge's cost, any and all due diligence Eagle Ridge determines to be necessary. Such due diligence may include, but not be limited to, obtaining a title insurance binder, survey, and environmental audit. Should Eagle Ridge determine for any reason that the Property is not suitable for Eagle Ridge's intended use, then Eagle Ridge may terminate this Agreement by written notice to the City no later than thirty days after expiration of the Eagle Ridge Inspection Period.

B. Eagle Ridge shall share the results of its due diligence and/or inspections of the lands with City at such time as they become available and upon request by City. Eagle Ridge shall be solely liable for all costs and expenses, or damage or injury to any person or property resulting from any such due diligence it may conduct on the lands currently owned by City, whether caused by the acts of Eagle Ridge or any of its employees, agents, contractors, consultants or representatives, and Eagle Ridge shall indemnify, defend and hold harmless City its elected and appointed officials, employees, and agents from any liability, claims and expenses (including, without limitation, construction liens and/or reasonable attorneys' fees and costs) resulting therefrom. In the event any notice to owner or claim of lien is filed arising out of Eagle Ridge's contractors, subcontractors, professionals, laborers, or suppliers, Eagle Ridge shall promptly obtain a release of lien from the claimant or lienor, or, alternatively, where appropriate, Eagle Ridge may transfer such a lien to a cash bond pursuant to the requirements of Chapter 713, Florida Statutes. Eagle Ridge shall restore the lands to substantially the same condition as it existed prior to Eagle Ridge activities and shall remove and dispose of any waste generated by Eagle Ridge's activities in compliance with all applicable laws, regulations and requirements. The obligations of Eagle Ridge under this paragraph shall survive the Closing and/or any termination of this Agreement.

4. A. The City shall have sixty (60) business days (City Inspection Period) after the effective date of this Agreement in which to perform, at the City's cost, any and all due diligence the City determines to be necessary. Such due diligence may include, but not be limited to, obtaining a title insurance binder, survey, and environmental audit. Should the City determine for any reason that the Property is not suitable for the City's intended use, then the City may terminate this Agreement by written notice to Eagle Ridge no later than thirty days after expiration of the City Inspection Period.

B. City shall share the results of its due diligence and/or inspections of the lands with Eagle Ridge at such time as they become available and upon request by Eagle Ridge. City shall be solely liable for all costs and expenses, or damage or injury to any person or property resulting from any such due diligence it may conduct on the lands currently owned by Eagle Ridge, whether caused by the acts of City or any of its employees, agents, contractors, consultants or representatives, and City shall indemnify, defend and hold harmless Eagle Ridge its appointed officials, employees, and agents from any liability, claims and expenses (including, without limitation, construction liens and/or reasonable attorneys' fees and costs) resulting therefrom. In the event any notice to owner or

## SCHEDULE "A"

claim of lien is filed arising out of City's contractors, subcontractors, professionals, laborers, or suppliers, City shall promptly obtain a release of lien from the claimant or lienor, or, alternatively, where appropriate, City may transfer such a lien to a cash bond pursuant to the requirements of Chapter 713, Florida Statutes. City shall restore the lands to substantially the same condition as it existed prior to City activities and shall remove and dispose of any waste generated by City's activities in compliance with all applicable laws, regulations and requirements. The obligations of City under this paragraph shall survive the Closing and/or any termination of this Agreement.

5. After receipt of the title binder, each party shall have thirty days within which to notify the other, in writing, of any defects in title. "Defects" include, but are not limited to, encroachments by structures, and violations of covenants. Upon receipt of such notice, the owner of that property shall have a reasonable time within which to cure such defects and shall exercise due diligence to do so, but shall not be obligated to institute or pursue any litigation.

6. Each party agrees that, upon reasonable notice, the other party's representatives or agents may enter the other's property for all lawful purposes in connection with this Agreement, including, but not limited to any inspections, tests, surveys, or studies to be done during the inspection period. The entering party shall be responsible for damage or injury to persons or property resulting from its entry (or entry by its representatives or agents) upon the property.

7. The closing of the transaction shall occur no later than June 1, 2015. Each party shall bear all its own costs of closing, including its attorneys' fees, title insurance for the property being acquired by such party, and the cost of recording the deed to the party. Conveyance by both parties shall be by special warranty deed.

8. Entire Agreement. This Agreement contains the entire agreement of the parties hereto, and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force or effect. Any amendment to this Agreement shall not be binding upon any of the parties hereto unless such amendment is in writing and executed by authorized representatives of City and Eagle Ridge.

9. Governing Law and Venue. This Agreement shall be interpreted under the laws of the State of Florida. Venue for any actions arising out of the terms of this Agreement shall be exclusively in the State Courts in and for Polk County, Florida.

10. Severability. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations. If any provision of this Agreement or the application thereof to any person or circumstance shall, for any reason and to any extent, be invalid or unenforceable, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby but rather shall be enforced to the greatest extent permitted by law.

11. Days as set forth in this Agreement shall mean calendar days unless specifically indicated otherwise.

# SCHEDULE "A"


12. The effective date of this Agreement shall be the date on which the City Commission of City approves this Agreement.

13. Time is of the essence of this Agreement.

IN WITNESS WHEREOF the parties hereto have caused this agreement to be executed in their respective names, on the date first above written.

WITNESSES:

**EAGLE - RIDGE, INCORPORATED, a  
Florida corporation ("Eagle Ridge")**

  
Print Name: Tonya Birmingham

By: DMC  
Print Name: David M. Christie  
Title: President

  
Print Name: Susan G. Goffman

Date: 1/24/15

Approved  
  
OFF Legal Counsel

SCHEDULE "A"

THE CITY OF LAKE ALFRED ("CITY")

ATTEST:

By: Nancy Z. Daley  
Nancy Z. Daley, Mayor

By: Valerie Ferrell  
Valerie Ferrell, Interim City Clerk

Date: February 2, 2015

Approved as to Form and Legal  
Sufficiency:

By: Frederick J. Murphy, Jr.  
Frederick J. Murphy, Jr.  
City Attorney



**SCHEDULE "A"**  
**EXHIBIT "A"**

DESCRIPTION:

(OFFICIAL RECORDS BOOK 7444, PG. 0937-0938, PUBLIC RECORDS OF POLK COUNTY, FLORIDA)

Lots 11, 12, 13, 14, 15, and 16, of Block 5 of Arbuthnot Subdivision to Lake Alfred, Florida, as shown by map or plat thereon recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 23, Pages 26 and 26A. Parcel ID# 322726-501000-005110

AND

Lot 4 of the Replat of Arbuthnot Subdivision to Lake Alfred, Florida, as shown by map or plat thereon recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 26, Pages 40 and 40A. Parcel ID# 322726-502000-00040

DESCRIPTION: (PROVIDED O.R. 7397, PGS 1565-1567)

South 51.5 feet of Lots 1 through 5, Block 18 of the original TOWN OF CODINGTON (now Lake Alfred) as per plat recorded in Plat Book 1, Page 61, Public Records of Polk County, Florida.

**SCHEDULE "A"**  
**EXHIBIT "B"**

17477 BNDY LGL.doc

Lake Alfred Parcel

That part of Section 21, Township 27 South, Range 26 East, Polk County, Florida, described as follows:

Begin at a 3"x3" concrete monument at Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 2657.91 feet to a found 1/2" pipe at the south quarter corner of said Section 21; thence S 89°40'19" W along the south line of said Section 21 a distance of 210.90 feet; thence N 00°19'41" W a distance of 480.00 feet; thence N 89°40'19" E a distance of 500.00 feet; thence N 00°19'41" W a distance of 839.00 feet; thence N 89°40'19" E a distance of 1095.00 feet; thence N 00°19'41" W a distance of 770.00 feet; thence N 89°40'19" E a distance of 500.00 feet; thence S 00°19'41" E a distance of 762.34 feet; thence N 89°41'28" E a distance of 773.45 feet to a 3"X3" concrete monument on the east line of said Section 21, being the northwest corner of the southwest quarter of Section 22, Township 27 South, Range 26 East as shown on Maintained Right of Way Map for White Road recorded in Map Book 6, pages 336-339; thence S 00°20'39" E along the east line of said Section 21 a distance of 1325.62 feet to the Point of Beginning.

LESS maintained right of way of White Road.

SUBJECT TO:

An ingress egress easement in Section 21, Township 27 South, Range 26 East, Polk County, Florida, the centerline of said easement is described as follows;

Commence at a 3"x3" concrete monument at the Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 34.75 feet to the intersection with the maintained right of way line of White Road as recorded in Map Book 6, pages 336-339; thence continue S 89°39'18" W along said south line a distance of 1895.79 feet to the intersection with the maintained right of way line of White Road as recorded in Map Book 14, pages 43-44 of the public records of Polk County, Florida; thence along the northerly maintained right of way for the following 2 courses; (1) N 00°06'40" W a distance of 3.45 feet; (2) S 89°33'00" W a distance of 81.00 feet to the Point of Beginning at the center of an existing dirt road; thence said easement lies 10.00 feet on each side of said centerline for the following 2 courses; (1) N 08°08'10" W a distance of 5.10 feet to the beginning of a curve concave to the southwest and having a radius of 70.00 feet; (2) thence along said curve to the left through a central angle of 80°30'32", an arc distance of 98.36 feet (chord = 90.47 feet, chord bearing N 48°23'26" W); thence said easement lies 20.00 feet on each side of said centerline for the following 1 course; (1) N 88°38'43" W a distance of 172.14 feet to the beginning of a curve concave to the northeast and having a radius of 90.00 feet; thence said easement lies 10.00 feet on each side of said centerline for the following 10 courses; (1) along said curve to the right, through a central angle of 88°18'35", an arc distance of 138.72 feet (chord = 125.39 feet, chord bearing = N 44°29'25" W); (2) N 00°20'07" W a distance

**SCHEDULE "A"**  
**EXHIBIT "B"**

of 101.49 feet to the beginning of a curve concave to the west and having a radius of 200.00 feet; (3) thence along said curve to the left through a central angle of 29°09'33", an arc distance of 101.78 feet (chord = 100.69 feet, chord bearing = N 14°54'54" W); (4) N 29°29'40" W a distance of 54.06 feet to the beginning of a curve concave to the east and having a radius of 350.00 feet; (5) thence along said curve to the right through a central angle of 30°06'40", an arc distance of 183.94 feet (chord = 181.83 feet, chord bearing = N 14°26'20" W); (6) N 00°37'00" E a distance of 83.94 feet to the beginning of a curve concave to the southeast and having a radius of 350.00 feet; (7) thence along said curve to the right through a central angle of 43°11'57", an arc distance of 263.89 feet (chord = 257.68 feet, chord bearing = N 22°12'58" E); (8) N 43°48'56" E a distance of 218.42 feet to the beginning of a curve concave to the west and having a radius of 163.00 feet; (9) thence along said curve to the left through a central angle of 84°47'15", an arc distance of 241.21 feet (chord = 219.80 feet, chord bearing = N 01°25'19" E); (10) N 40°58'19" W a distance of 45.01 feet to the Point of Terminus.

The side lines of said easement shall be shortened or extended to begin at the north maintained right of way of White Road and end at a bearing of N 89°40'19" E extending through the Point of Terminus.

# SCHEDULE "A"

## EXHIBIT "C"

An ingress egress easement in Section 21, Township 27 South, Range 26 East, Polk County, Florida, the Eagle Ridgeline of said easement is described as follows;

Commence at a 3"x3" concrete monument at the Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 34.75 feet to the intersection with the maintained right of way line of White Road as recorded in Map Book 6, pages 336-339; thence continue S 89°39'18" W along said south line a distance of 1895.79 feet to the intersection with the maintained right of way line of White Road as recorded in Map Book 14, pages 43-44 of the public records of Polk County, Florida; thence along the northerly maintained right of way for the following 2 courses; (1) N 00°06'40" W a distance of 3.45 feet; (2) S 89°33'00" W a distance of 81.00 feet to the Point of Beginning at the Eagle Ridge of an existing dirt road; thence said easement lies 10.00 feet on each side of said Eagle Ridgeline for the following 2 courses; (1) N 08°08'10" W a distance of 5.10 feet to the beginning of a curve concave to the southwest and having a radius of 70.00 feet; (2) thence along said curve to the left through a central angle of 80°30'32", an arc distance of 98.36 feet (chord = 90.47 feet, chord bearing N 48°23'26" W); thence said easement lies 20.00 feet on each side of said Eagle Ridgeline for the following 1 course; (1) N 88°38'43" W a distance of 172.14 feet to the beginning of a curve concave to the northeast and having a radius of 90.00 feet; thence said easement lies 10.00 feet on each side of said Eagle Ridgeline for the following 10 courses; (1) along said curve to the right, through a central angle of 88°18'35", an arc distance of 138.72 feet (chord = 125.39 feet, chord bearing = N 44°29'25" W); (2) N 00°20'07" W a distance of 101.49 feet to the beginning of a curve concave to the west and having a radius of 200.00 feet; (3) thence along said curve to the left through a central angle of 29°09'33", an arc distance of 101.78 feet (chord = 100.69 feet, chord bearing = N 14°54'54" W); (4) N 29°29'40" W a distance of 54.06 feet to the beginning of a curve concave to the east and having a radius of 350.00 feet; (5) thence along said curve to the right through a central angle of 30°06'40", an arc distance of 183.94 feet (chord = 181.83 feet, chord bearing = N 14°26'20" W); (6) N 00°37'00" E a distance of 83.94 feet to the beginning of a curve concave to the southeast and having a radius of 350.00 feet; (7) thence along said curve to the right through a central angle of 43°11'57", an arc distance of 263.89 feet (chord = 257.68 feet, chord bearing = N 22°12'58" E); (8) N 43°48'56" E a distance of 218.42 feet to the beginning of a curve concave to the west and having a radius of 163.00 feet; (9) thence along said curve to the left through a central angle of 84°47'15", an arc distance of 241.21 feet (chord = 219.80 feet, chord bearing = N 01°25'19" E); (10) N 40°58'19" W a distance of 45.01 feet to the Point of Terminus.

The side lines of said easement shall be shortened or extended to begin at the north maintained right of way of White Road and end at a bearing of N 89°40'19" E extending through the Point of Terminus.

# SCHEDULE "A"

## Addendum to Agreement for Land Exchange

This Addendum to Agreement for Land Exchange (hereinafter "Addendum") is entered into between the City of Lake Alfred, a Florida municipal corporation (hereinafter "City"), and Eagle – Ridge, Incorporation, a Florida corporation (hereinafter "Eagle Ridge").

WHEREAS, City and Eagle Ridge entered into an Agreement for Land Exchange (hereinafter "Agreement") with an effective date of February 2, 2015; and

WHEREAS, the City Commission of City approved the Original Agreement at a duly called public meeting on February 2, 2015; and

WHEREAS, the title search performed in anticipation of Closing revealed an approximate five (5) acre Conservation Easement between the State of Florida, Department of Environmental Protection, and the City, dated May 4, 1998, and recorded on May 28, 1998, in Official Records Book 4034, Page 0491, public records of Polk County, Florida, (hereinafter "Conservation Easement") over a small portion of the land owned by the City that is proposed to be conveyed to Eagle Ridge pursuant to the Agreement; and

WHEREAS, the City proposes to amend the legal description for the real property that the City proposes to transfer and convey to Eagle Ridge which was described in Exhibit "B" attached to the Agreement to less out that portion of the land held under the Conservation Easement as well as amend the legal description for the real property over which the City is retaining and holding a perpetual easement for ingress and egress and which was described on Exhibit "C" attached to the Agreement; and

## SCHEDULE "A"

WHEREAS, the City proposes to transfer and convey to Eagle Ridge that real property more particularly described on Exhibit "B-R" attached hereto and incorporated by reference (which is revised to less out that portion of the lands held under the Conservation Easement) pursuant to the terms of the Agreement and this Addendum; and

WHEREAS, the City will retain and hold a perpetual easement for ingress and egress over the lands described on Exhibit "C-R" attached hereto and incorporated by reference pursuant to the terms of the Agreement and this Addendum

WHEREAS, the City and Eagle Ridge are still awaiting receipt of an appraisal of the lands owned by the City and being performed by Lloyd Race; and

WHEREAS, the City and Eagle Ridge would also like to amend paragraph 7 of the Agreement for an extension of the closing date from June 1, 2015, until on or before June 30, 2015; and

WHEREAS, the City believes that it is in the best interests of the citizens and residents of the City to amend the Agreement as more particularly set forth in this Addendum; and

WHEREAS, Eagle Ridge is agreeable to amending the Agreement as more particularly set forth in this Addendum; and

WHEREAS, City and Eagle Ridge desire to memorialize their understandings and agreements with respect to amending the Agreement;

NOW, THEREFORE, the City and Eagle Ridge agree as follows:

## SCHEDULE "A"

1. Exhibit "B" of the Agreement shall be amended to show the revised legal description which excludes that portion of the real property subject to the Conservation Easement. A copy of Exhibit "B-R" is attached hereto and incorporated by reference.

2. Exhibit "C" of the Agreement shall be amended to show the revised legal description for the perpetual easement for ingress and egress to be retained and held by the City. A copy of Exhibit "C-R" is attached hereto and incorporated by reference.

3. Paragraph 7 of the Agreement is hereby amended and the closing will be held on or before June 30, 2015;

4. This Addendum and the rights and obligations of the parties hereto shall be binding upon the parties and their respective successors and assigns.

5. This Addendum shall be effective upon its execution by all parties hereto and approval by the City Commission of City.

6. All other provisions and terms of the Agreement not expressly amended herein shall remain in full force and effect, and the parties hereto will be bound and perform in accordance with the terms of the Agreement and this Addendum.

# SCHEDULE "A"

WITNESSES:

**EAGLE - RIDGE, INCORPORATED, a  
Florida corporation**

By: \_\_\_\_\_

Print Name:

Title:

\_\_\_\_\_  
Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_



SCHEDULE "A"

THE CITY OF LAKE ALFRED ("CITY")

ATTEST:

By: Charles O. Lake  
Charles O. Lake, Mayor

By: Amee G.  
Amee Bailey-Speck, City Clerk

Date: 6/1/15

Approved as to Form and Legal  
Sufficiency:

By: [Signature] FOR  
Frederick J. Murphy, Jr.  
City Attorney

# SCHEDULE "A"

## EXHIBIT "B-R"

Lake Alfred Parcel

That part of Section 21, Township 27 South, Range 26 East, Polk County, Florida, described as follows:

Begin at a 3"x3" concrete monument at Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 2657.91 feet to a found 1/2" pipe at the south quarter corner of said Section 21; thence S 89°40'19" W along the south line of said Section 21 a distance of 210.90 feet; thence N 00°19'41" W a distance of 480.00 feet; thence N 89°40'19" E a distance of 500.00 feet; thence N 00°19'41" W a distance of 539.62 feet to a point on the boundary of a Conservation Easement described in Official Records Book 4034, page 491 of the public records of Polk County, Florida; thence along said Conservation Easement boundary for the following three courses; (1) N 44°24'41" E a distance of 190.36 feet; (2) N 11°21'04" W a distance of 165.26 feet; (3) N 67°53'41" W a distance of 5.13 feet; thence N 89°40'19" E a distance of 997.35 feet; thence N 00°19'41" W a distance of 770.00 feet; thence N 89°40'19" E a distance of 500.00 feet; thence S 00°19'41" E a distance of 762.34 feet; thence N 89°41'28" E a distance of 773.45 feet to a 3"X3" concrete monument on the east line of said Section 21, being the northwest corner of the southwest quarter of Section 22, Township 27 South, Range 26 East as shown on Maintained Right of Way Map for White Road recorded in Map Book 6, pages 336-339; thence S 00°20'39" E along the east line of said Section 21 a distance of 1325.62 feet to the Point of Beginning.

LESS maintained right of way of White Road; and LESS additional right of way as described in Official Records Book 7398, page 679, Public Records of Polk County, Florida

SUBJECT TO:

An ingress egress easement in Section 21, Township 27 South, Range 26 East, Polk County, Florida, the centerline of said easement is described as follows;

Commence at a 3"x3" concrete monument at the Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 2013.45 feet; thence N 00°20'42" W a distance of 15.00 feet to the north right of way line of White Road as described in Official Records Book 7398, page 679 of the public records of Polk County, Florida, and the Point of Beginning at the center of an existing dirt road also being at the beginning of a non-tangent curve concave to the southwest having a radius of 70.00 feet; thence said easement lies 10.00 feet on each side of said centerline for the following 1 course; (1) along said curve to the left through a central angle of 74°58'25", an arc distance of 91.59 feet (chord = 85.20 feet, chord bearing N 51°09'30" W); thence said easement lies 20.00 feet on each side of said centerline for the following 1 course; (1) N 88°38'43" W a distance of 172.14 feet to the beginning of a curve concave to the northeast and having a radius of 90.00 feet; thence said easement lies 10.00 feet on each side of said centerline for the following 10 courses; (1) along said curve to the right, through a central angle of 88°18'35", an arc distance of 138.72 feet

## SCHEDULE "A"

(chord = 125.39 feet, chord bearing = N 44°29'25" W); (2) N 00°20'07" W a distance of 101.49 feet to the beginning of a curve concave to the west and having a radius of 200.00 feet; (3) thence along said curve to the left through a central angle of 29°09'33", an arc distance of 101.78 feet (chord = 100.69 feet, chord bearing = N 14°54'54" W); (4) N 29°29'40" W a distance of 54.06 feet to the beginning of a curve concave to the east and having a radius of 350.00 feet; (5) thence along said curve to the right through a central angle of 30°06'40", an arc distance of 183.94 feet (chord = 181.83 feet, chord bearing = N 14°26'20" W); (6) N 00°37'00" E a distance of 83.94 feet to the beginning of a curve concave to the southeast and having a radius of 350.00 feet; (7) thence along said curve to the right through a central angle of 43°11'57", an arc distance of 263.89 feet (chord = 257.68 feet, chord bearing = N 22°12'58" E); (8) N 43°48'56" E a distance of 218.42 feet to the beginning of a curve concave to the west and having a radius of 163.00 feet; (9) thence along said curve to the left through a central angle of 84°47'15", an arc distance of 241.21 feet (chord = 219.80 feet, chord bearing = N 01°25'19" E); (10) N 40°58'19" W a distance of 45.01 feet to the Point of Terminus.

The side lines of said easement shall be shortened or extended to begin at said north right of way of White Road and end at a bearing of N 89°40'19" E extending through the Point of Terminus.

# SCHEDULE "A"

## EXHIBIT "C-R"

An ingress egress easement in Section 21, Township 27 South, Range 26 East, Polk County, Florida, the centerline of said easement is described as follows;

Commence at a 3"x3" concrete monument at the Southeast corner of Section 21; thence S 89°39'18" W along the south line of said Section 21 a distance of 2013.45 feet; thence N 00°20'42" W a distance of 15.00 feet to the north right of way line of White Road as described in Official Records Book 7398, page 679 of the public records of Polk County, Florida, and the Point of Beginning at the center of an existing dirt road also being at the beginning of a non-tangent curve concave to the southwest having a radius of 70.00 feet; thence said easement lies 10.00 feet on each side of said centerline for the following 1 course; (1) along said curve to the left through a central angle of 74°58'25", an arc distance of 91.59 feet (chord = 85.20 feet, chord bearing N 51°09'30" W); thence said easement lies 20.00 feet on each side of said centerline for the following 1 course; (1) N 88°38'43" W a distance of 172.14 feet to the beginning of a curve concave to the northeast and having a radius of 90.00 feet; thence said easement lies 10.00 feet on each side of said centerline for the following 10 courses; (1) along said curve to the right, through a central angle of 88°18'35", an arc distance of 138.72 feet (chord = 125.39 feet, chord bearing = N 44°29'25" W); (2) N 00°20'07" W a distance of 101.49 feet to the beginning of a curve concave to the west and having a radius of 200.00 feet; (3) thence along said curve to the left through a central angle of 29°09'33", an arc distance of 101.78 feet (chord = 100.69 feet, chord bearing = N 14°54'54" W); (4) N 29°29'40" W a distance of 54.06 feet to the beginning of a curve concave to the east and having a radius of 350.00 feet; (5) thence along said curve to the right through a central angle of 30°06'40", an arc distance of 183.94 feet (chord = 181.83 feet, chord bearing = N 14°26'20" W); (6) N 00°37'00" E a distance of 83.94 feet to the beginning of a curve concave to the southeast and having a radius of 350.00 feet; (7) thence along said curve to the right through a central angle of 43°11'57", an arc distance of 263.89 feet (chord = 257.68 feet, chord bearing = N 22°12'58" E); (8) N 43°48'56" E a distance of 218.42 feet to the beginning of a curve concave to the west and having a radius of 163.00 feet; (9) thence along said curve to the left through a central angle of 84°47'15", an arc distance of 241.21 feet (chord = 219.80 feet, chord bearing = N 01°25'19" E); (10) N 40°58'19" W a distance of 45.01 feet to the Point of Terminus.

The side lines of said easement shall be shortened or extended to begin at said north right of way of White Road and end at a bearing of N 89°40'19" E extending through the Point of Terminus.