

**Lee County Board of County Commissioners  
Agenda Item Summary**

**Blue Sheet No. 20020984**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve staff recommendation to award Formal Quotation #Q-020410 for the sale of property located at 1880 Colonial Boulevard, Fort Myers, Florida (STRAP No. 02-45-24-P2-00066.0010), remainder property purchased by County DOT for the US 41/Colonial Interchange, Project No. 6651, to the highest quoter meeting all specification requirements, First Home Builders of Florida, for a total of \$756,551.00. Also, on behalf of the Board of County Commissioners, authorize the chairman to execute the County Deed and authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**WHY ACTION IS NECESSARY:** On February 10, 1998, the Board directed Staff to dispose of this surplus property in accordance with the Lee County Administrative Code, Purchasing Manual and Florida Statutes.

**WHAT ACTION ACCOMPLISHES:** Complies with the Board's direction.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 2 *C6B*

**3. MEETING DATE:** *09-24-2002*

<b>4. AGENDA:</b> <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON <b>TIME REQUIRED:</b>	<b>5. REQUIREMENT/PURPOSE:</b> (Specify) STATUTE _____ ORDINANCE _____ <input checked="" type="checkbox"/> ADMIN. <i>AC-4-1</i> <input checked="" type="checkbox"/> OTHER <i>Resolution for Sale of Surplus Property - BS 980043</i>	<b>6. REQUESTOR OF INFORMATION</b> A. COMMISSIONER _____ B. DEPARTMENT <i>Independent</i> C. DIVISION <i>County Lands AC 8-26-02</i> BY: <i>Karen I. W. Forsyth, Director</i> <i>KIF</i>
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**7. BACKGROUND:** There were two previous solicitations for quotes (April 21, 1998 and February 22, 2000), however, no bids were received. On August 24, 1999, the Board removed the requirement of a minimal acceptable bid for this parcel.

On April 9, 2002, the Division of Purchasing Services received a request from the Division of County Lands to solicit quotations for the sale of property located at 1880 Colonial Boulevard, Fort Myers, Florida. The Division of Purchasing Services sent Notices to Quoters to the appropriate categories of Lee County bidders list and to interested parties on a list provided by the Division of County Lands.

The property was appraised by W. Michael Maxwell in December, 1997, the appraised value was \$937,500. However, the appraisal was updated by Maxwell in May of 2002 and the appraised value was estimated at \$703,000. The reduced value is based upon current market data; current sales ranged in value from \$4.52 per square foot to \$8.77 per square foot. The current value is estimated at \$6.00 per square foot.

Sealed quotations were received by the Division of Purchasing Services on May 21, 2002. On that date two quotes were received. The two quotes were thoroughly reviewed and staff recommends an award be made to the highest bidder meeting specification requirements, First Home Builders of Florida. First Home Builders' quote is conditioned upon no contamination upon the site and receiving required permits. The quote also includes a condition, whereby First Home Builders may assign the Real Estate Sales Contract.

- Please see attached:
- |                                |   |
|--------------------------------|---|
| 1) Tabulation Sheet            | 5) Specifications                       |
| 2) Justification Sheet         | 6) First Home's Quotation               |
| 3) Copy of Bluesheet           | 7) Department's Recommendation of Award |
| 4) Department Request to Quote | 8) Appraisal Grid Sheets                |
|                                | 9) Real Estate Sales Agreement          |

Funds are to be deposited into Account:  
20861730100.506110 - \$1,900.00 - GC5000030700.369900.9018 Balance

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A	B	C	D	E	F				G
Department Director	Purchasing or Contracts	Human Resources	Other DOT	County Attorney	Budget Services				County Manager
<i>K. Forsyth</i>	<i>E. P. ...</i>	<i>N/A</i>	<i>AD</i> <i>2/15</i>	<i>...</i>	OA	COM	RISK	GC	<i>...</i>
<b>10. COMMISSION ACTION:</b> <input type="checkbox"/> APPROVED <input type="checkbox"/> DENIED <input type="checkbox"/> DEFERRED <input type="checkbox"/> OTHER					REC'D BY: <i>...</i> 9-6-02 4:45 PM COUNTY ADMIN. FORWARDED TO: <i>BL</i> 9/12/2002				REC'D BY: <i>...</i> 9/6/02 by CO. ATTY. 1:00 PM CO. ATTY. FORWARDED TO: <i>...</i> 9-6-02 4:10



# ATTACHMENT #2

## JUSTIFICATION

US 41/Colonial Interchange Project No. 6651

### Surplus Land Sale

The original parent tract was purchase on April 11, 1996, from Nations Bank for \$1,200,000. It was a +/-7.366 acres tract and the purchase price was \$3.74 per square foot. Of the original 7.366 acres, 4.646 acres were used for the project, leaving a remainder parcel of 2.69 acres.

The surplus parcel was appraised in December 1997 and updated in May 2002. The appraised value of the remainder pursuant to the 1997 appraisal was \$937,500 or \$8.00 per square foot. The appraised value of the remainder pursuant to the 2002 appraisal was \$703,000 or \$6.00 per square foot. Current sales activities and proximity to overpass are the general reasons for the reduction in the appraisal update. The current range of comparables is \$4.52 to \$8.77 per square foot and their date of sales range from June 2000 to August 2001.

Staff recommends the bid price of \$756,551 or \$6.46 per square foot. This is the net amount; there is no brokerage commission due from the sale. This price is \$2.74 per square foot more than the County paid for the property.

# ATTACHMENT #3

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
AGENDA ITEM SUMMARY

BLUE SHEET NO: 19990841

**REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the initiation of the bid process for County-owned property, previously declared surplus, located along Colonial Boulevard, in Fort Myers, STRAP No. 02-45-24-P2-00066.0010, without setting a minimal acceptance bid price; authorize the Division of County Lands, in cooperation with the Purchasing Division, to advertise, accept sealed bids and dispose of surplus property in accordance with the Lee County Administrative Code, Purchasing Manual and Florida Statutes, and authorize payment of a real estate commission in accordance with the Lee County Administrative Code.

**WHY ACTION IS NECESSARY:** Removes previous minimum acceptable bid set by the Board on February 10, 1998.

**WHAT ACTION ACCOMPLISHES:** Authorizes staff to proceed through the bid process to dispose of property declared surplus in Resolution No. 98-02-14, Blue Sheet No. 980043.

**DEPARTMENTAL CATEGORY:** 17 Public Works  
**COMMISSION DISTRICT #:** 1

17A

**3. MEETING DATE:** 8-24-99

**AGENDA**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- TIME REQUIRED: \_\_\_\_\_

**5. REQUIREMENT/PURPOSE**

*(Specify)*  
 STATUTE 125.35  
 ORDINANCE \_\_\_\_\_  
 ADMIN. CODE \_\_\_\_\_  
 OTHER \_\_\_\_\_

**6. REQUESTOR OF INFORMATION**

A. COMMISSIONER: \_\_\_\_\_  
 B. DEPARTMENT: Public Works  
 C. DIVISION: County Lands *LC 8-3-99*  
 BY: Karen L.W. Forsyth, Director *[Signature]*

**BACKGROUND:** On February 10, 1998, the Board declared this parcel surplus property and authorized staff to proceed with bid process with a minimum acceptable bid price of \$937,500.00. No bids were received at the bid opening on April 21, 98. To assist in the marketing of this parcel, staff is requesting flexibility in the bid process by not setting a minimal acceptable bid price. The property will be sold in an "asis" condition.

Lee County acquired this parcel, 103, STRAP No. 02-45-24-P2-00066.0010 for the US 41/Colonial Boulevard Interchange Project No. 6651. The size of the parcel is ± 2.67 acres (± 117,176 square feet).

The appraised value of the parcel as of November 20, 1997 is \$937,500.00. The parcel was appraised by W. Michael Maxwell, MAI, SRA of W. Michael Maxwell & Associates, Inc.

Staff recommends the Board approve the requested motion. Staff will return to the Board for acceptance/rejection of any and all bids received.

RECEIVED  
AUG 24 1999

**MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL**

COUNTY LANDS

DEPARTMENT DIRECTOR	Purchasing	Human Resources	County Administration				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
			OA	OM	Risk	GC			
<i>[Signature]</i>			<i>[Signature]</i> 8-12-99	<i>[Signature]</i> 8/12	<i>[Signature]</i> 8/12	<i>[Signature]</i> 8/12/99		<i>[Signature]</i> Dmc	<i>[Signature]</i> 8/11/99

**COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECVD BY CO. ADMIN.  
8/12/99  
10:30 AM

CO. ADMIN FORWARDED TO LEE CARES  
8/12/99  
1:00 PM

RECVD. by CO. ATTY  
8/5/99  
3:51 PM  
CO. ATTY. FORWARDED TO:  
ADMIN  
8/12/99 10:00 AM

1. REQUESTED MOTION:

**ACTION REQUESTED:** Declare vacant County-owned property located along Colonial Boulevard, in Fort Myers, Strap No. 02-45-24-P2-00066.0010, as surplus property, subject to utility easements; authorize the Division of County Lands in cooperation with the Purchasing Division, to advertise, accept sealed bids, and dispose of surplus property in accordance with the Lee County Administrative Code, Purchasing Manual and Florida Statutes.

**WHY ACTION IS NECESSARY:** County-owned land must be declared surplus by the Board of County Commissioners before it can be sold.

**WHAT ACTION ACCOMPLISHES:** Declares County-owned property as surplus and authorizes staff to dispose of same.

2. DEPARTMENTAL CATEGORY:  
COMMISSION DISTRICT #:

17 - Public Works  
1

176

3. MEETING DATE:

2-10-98

4. AGENDA

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- TIME REQUIRED

5. REQUIREMENT/PURPOSE

- (Specify)
- STATUTE 125.35
  - ORDINANCE
  - ADMIN CODE
  - OTHER

6. REQUESTOR OF INFORMATION

A. COMMISSIONER:  
B. DEPARTMENT: Public Works  
C. DIVISION: County Lands  
BY: Karen L.W. Forsyth, Director

7. BACKGROUND:

The County acquired Strap No. 02-45-24-P2-00066.0010, improved with a commercial building, located along the Southerly right-of-way of Colonial Boulevard for the US 41/Colonial Boulevard Interchange Project No. 6651. The building was subsequently demolished to facilitate the construction project.

The Division of County Lands requested all appropriate departments notify it of any intended future use of the subject property. The responses indicate there are no proposed County plans for this property. The City of Fort Myers has been notified that the Board may be declaring the property surplus. The City has been requested to contact the Division of County Lands if they are interested in acquiring this parcel.

The vacant remainder parcel is ± 2.69 acres (± 117,176 square feet). The appraised value of the parcel as of November 20, 1997 is \$937,500. The parcel was appraised by W. Michael Maxwell, MAI, SRA, of W. Michael Maxwell & Associates, Inc.

Disposition of this parcel will place it back on the tax rolls, as well as, eliminate any further County liability (maintenance costs, insurance, etc.).

Staff recommends the Board approve the requested motion and set the minimal acceptable bid at \$937,500. The property will be sold in an "as is" condition, with the successful bidder paying all costs of the sale.

Staff will return to the Board for acceptance/rejection of the bids.

RECEIVED

8. MANAGEMENT RECOMMENDATIONS:

FEB 11 1998

COUNTY LANDS

9. RECOMMENDED APPROVAL

DEPARTMENT DIRECTOR	Purchasing	Human Rel	Office of Budget Services				OTHER	COUNTY ATTORNEY	COUNTY MANAGER
			BA	GC	Risk	Dir.			
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECVD BY CO. ADMIN.  
1/28/98  
11:26 AM

CO. ADMIN FORWARDED TO LEE CARES  
1/28/98  
11:36 PM

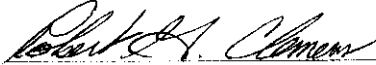
RECVD. BY CO. ATTY  
1/27/98

CO. ATTY. FORWARDED TO:  
1/28/98

**MEMORANDUM  
FROM  
COUNTY LANDS**

DATE: April 9, 2002

To: Earl Pflaumer  
Purchasing Agent  
Div. of Purchasing Services

FROM:   
Robert G. Clemens  
Acquisition Program Manager

**RE: SALE OF SURPLUS PROPERTY  
Strap No. 02-45-24-P2-00066.0010**

This parcel was last presented for bid on February 22, 2000 and received no bids. I have recently received a request to purchase the parcel. As such, I am requesting that you prepare the parcel for bid, using the same data previously provided.

For this bid's time frame, I suggest four weeks for submittal of quotes.

I have attached a list of and letters from parties interested in bidding for this parcel. Please mail them a notice of the bid.

If you have any questions, please call me at 479-8505.

Thank you.

Attachment

# ATTACHMENT # 5



PROJECT NO.: Q-020410

CLOSING DATE: May 21, 2002

AND TIME: 2:30 P.M.

PRE-BID DATE: N/A

AND TIME: N/A

LOCATION: N/A

# REQUEST FOR QUOTATIONS

## TITLE:

SALE OF PROPERTY LOCATED AT  
1880 COLONIAL BOULEVARD  
IN FORT MYERS, FLORIDA

REQUESTER: LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
DIVISION OF PURCHASING  
3434 HANCOCK BRIDGE PKWY, 3<sup>RD</sup> FLOOR  
P.O. BOX 398  
FORT MYERS, FL 33902-0398

BUYER: EARL PFLAUMER, CPPB  
PURCHASING AGENT  
PHONE NO.: (239) 689-7394

## GENERAL CONDITIONS

Sealed Quotations will be received by the DIVISION OF PURCHASING, until 2:30pm on the date specified on the cover sheet of this "Request for Quotations", and opened immediately thereafter by the Purchasing Director or designee.

Any question regarding this solicitation should be directed to the Buyer listed on the cover page of this solicitation, or by calling the Division of Purchasing at (941) 689-7385.

### 1. SUBMISSION OF QUOTE:

- a. Quotations shall be sealed in an envelope, and the outside of the envelope should be marked with the following information:
  1. Marked with the words "Sealed Quote"
  2. Name of the firm submitting the quotation
  3. Title of the quotation
  4. Quotation number
  
- b. The Quotation shall be submitted in triplicate as follows:
  1. The original consisting of the Lee County quotes forms completed and signed.
  2. A copy of the original quote forms for the Purchasing Director.
  3. A second copy of the original quote forms for use by the requesting department.
  
- c. The following should be submitted along with the quotation in a separate envelope. This envelope should be marked as described above, but instead of marking the envelope as "Sealed Quote", please indicate the contents; i.e., literature, drawings, submittals, etc. This information should be submitted in duplicate.
  1. Any information (either required or in addition to that asked for by the specifications) necessary to analyze your quotation; i.e., required submittals, literature, technical data, financial statements.
  2. Warranties and guarantees against defective materials and workmanship.
  
- d. **ALTERNATE QUOTE:** If the vendor elects to submit more than one quote, then the quotes should be submitted in separate envelopes and marked as indicated above. The second, or alternate quote should be marked as "Alternate".
  
- e. **QUOTES RECEIVED LATE:** It is the quoter's responsibility to ensure that his quote is received by the Division of Purchasing Services prior to the opening date and time specified. Any quote received after the opening date and time will be promptly returned to the quoter unopened. Lee County will not be responsible for quotes received late because of delays by a third party delivery service; i.e., U.S. Mail, UPS, Federal Express, etc.
  
- f. **QUOTE CALCULATION ERRORS:** In the event there is a discrepancy between the total quoted amount or the extended amounts and the unit prices quoted, the unit prices will prevail and the corrected sum will be considered the quoted price.
  
- g. **PAST PERFORMANCE:** All vendors will be evaluated on their past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.).



- h. **WITHDRAWAL OF QUOTE:** No quote may be withdrawn for a period of 90 days after the scheduled time for receiving quotes. A quote may be withdrawn prior to the quote-opening date and time. Such a request to withdraw should be made in writing to the Purchasing Director, who will approve or disapprove of the request.
- i. **COUNTY RESERVES THE RIGHT:** The County reserves the right to waive minor informalities in any quote; to reject any or all quotes with or without cause; and/or to accept the quote that in its judgment will be in the best interest of the County of Lee.
- j. **EXECUTION OF QUOTE:** All quotes shall contain the signature of an authorized representative of the quoter in the space provided on the quote proposal form. All quotes shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the quote shall be initialed.

2. **ACCEPTANCE**

The materials and/or services delivered under the quote shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted to the County and is to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality. In the event the materials and/or services supplied to the County are found to be defective or do not conform to specifications, the County reserves the right to cancel the order upon written notice to the seller and return such product to the seller at the seller's expense.

3. **SUBSTITUTIONS**

Whenever in these specifications a brand name or make is mentioned, it is the intention of the County only to establish a grade or quality of materials and not to rule out other brands or makes of equality. However, if a product other than that specified is quote, it is the vendor's responsibility to name such product with his quote and to prove to the County that said product is equal to the product specified. Lee County shall be the sole judge as to whether a product being offered by the quoter is actually equivalent to the one being specified by the detailed specifications. (Note: This paragraph does not apply when it is determined that the technical requirements of this solicitation require only a specific product as stated in the detailed specifications.

4. **RULES, REGULATIONS, LAWS, ORDINANCES & LICENSES**

The awarded vendor shall observe and obey all laws, ordinances, rules, and regulations, of the federal, state, and local government, which may be applicable to the supply of this product or service.

- a. Occupational License – Vendor shall submit within 10 calendar days after request.
- b. Specialty License(s) – Vendor shall possess at the time of the opening of the quote all necessary permits and/or license required for the sale of this product and/or service and upon the request of the County provide copies of licenses and/or permits within 10 calendar days after request.

5. **RECYCLED PRODUCTS**

It is the Lee County Board of County Commissioners' stated policy objective to "Ensure all departments are aware of the availability of recycled products..." (Administrative Code #AC-10-4). In an effort to provide the utmost opportunity for the use of recycled products by Lee County, vendors should list on their letterhead, all necessary information regarding any applicable recycled products they have available. Recycled products should meet all other specifications listed and have a minimum of 50%-recycled content. Whenever fiscally feasible, available recycled products will be purchased.

6. **WARRANTY/GUARANTY** (unless otherwise specified)

All materials and/or services furnished under this quote shall be warranted by the vendor to be free from defects and fit for the intended use.

7. **PRE-BID CONFERENCE**

A pre-bid conference will be held at the location, date, and time specified on the cover of this solicitation. Pre-bid conferences are generally non-mandatory, but it is highly recommended that everyone planning to submit a quote attend.

In the event a pre-bid conference is classified as mandatory, it will be so specified on the cover of this solicitation and it will be the responsibility of the quoter to ensure that they are represented at the pre-bid. Only those quoters who attend the pre-bid conference will be allowed to quote on this project.

8. **BIDDERS LIST MAINTENANCE**

A bidder should respond to "Request for Quotations" in order to be kept on the Bidder's List. Failure to respond to three different "request for quotations" may result in the vendor being removed from the Bidder's List. A bidder may do one of the following, in order to respond properly to the request:

- a. Submission of a quotation prior to the quote receipt deadline.
- b. Submission of a "no bid" notice prior to the quote receipt deadline.

9. **LEE COUNTY PAYMENT PROCEDURES**

All vendors are requested to mail one original invoice and one invoice copy to:

Lee County Finance Department  
Post Office Box 2238  
Fort Myers, FL 33902-2238

All invoices will be paid as directed by the Lee County payment procedure unless otherwise differently stated in the detailed specification portion of this quote.

Lee county will not be liable for request of payment deriving from aid, assistance, or help by any individual, vendor, quoter, or bidder for the preparation of these specifications.

Lee County is generally a tax-exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All contractors or quoters should include in their quote all sales or use taxes, which they will pay when making purchases of material or subcontractor's services.

10. **LEE COUNTY BID PROTEST PROCEDURE**

Any contractor/vendor/firm that has submitted a formal bid/quote/proposal to Lee County, and who is adversely affected by an intended decision with respect to the award of the formal bid/quote/proposal, shall file with the County's Purchasing Director or Public Works Director a written "Notice of Intent to File a Protest" not later than seventy-two (72) hours (excluding Saturdays, Sundays and Legal Holidays) after receipt of a "Notice of Intended Decision" from the County with respect to the proposed award of the formal bid/quote/proposal.

The "Notice of Intent to File a Protest" is one of two documents necessary to perfect Protest. The second document is the "Formal Written Protest", both documents are described below.

The "Notice of Intent to File a Protest" document shall state all grounds claimed for the Protest, and clearly indicate it as the "Notice of Intent to File a Protest". Failure to clearly indicate the Intent to file the Protest shall constitute a waiver of all rights to seek any further remedies provided for under this Protest Procedure.

The "Notice of Intent to File a Protest" shall be received ("stamped in") by the Purchasing Director or Public Works Director not later than Four o'clock (4:00) PM on the third working day following the day of receipt of the County's Notice of Intended Decision.

The affected party shall then file its Formal Written Protest within ten (10) calendar days after the time for the filing of the Notice of Intent to File a Protest has expired. Except as provided for in the paragraph below, upon filing of the Formal Written Protest, the contractor/vendor/firm shall post a bond, payable to the Lee County Board of County Commissioners in an amount equal to five percent (5%) of the total bid/quote/proposal, or Ten Thousand Dollars (\$10,000.00), whichever is less. Said bond shall be designated and held for payment of any costs that may be levied against the protesting contractor/vendor/firm by the Board of County Commissioners, as the result of a frivolous Protest.

A clean, Irrevocable Letter of Credit or other form of approved security, payable to the County, may be accepted. Failure to submit a bond, letter of credit, or other approved security simultaneously with the Formal Written Protest shall invalidate the protest, at which time the County may continue its procurement process as if the original "Notice of Intent to File a Protest" had never been filed.

Any contractor/vendor/firm submitting the County's standard bond form (CSD: 514), along with the bid/quote/proposal, shall not be required to submit an additional bond with the filing of the Formal Written Protest.

The Formal Written Protest shall contain the following:

- County bid/quote/proposal identification number and title.
- Name and address of the affected party, and the title or position of the person submitting the Protest.
- A statement of disputed issues of material fact. If there are no disputed material facts, the Formal Protest must so indicate.
- A concise statement of the facts alleged, and of the rules, regulations, statutes, or constitutional provisions, which entitle the affected party to relief.
- All information, documents, other materials, calculations, and any statutory or case law authority in support of the grounds for the Protest.

- A statement indicating the relief sought by the affected (protesting) party.
- Any other relevant information that the affected party deems to be material to Protest.

Upon receipt of a timely filed "Notice of Intent to File a Protest", the Purchasing Director or Public Works Director (as appropriate) may abate the award of the formal bid/quote/proposal as appropriate, until the Protest is heard pursuant to the informal hearing process as further outlined below, except and unless the County Manager shall find and set forth in writing, particular facts and circumstances that would require an immediate award of the formal bid/quote/proposal for the purpose of avoiding a danger to the public health, safety, or welfare. Upon such written finding by the County Manager, the County Manager may authorize an expedited Protest hearing procedure. The expedited Protest hearing shall be held within ninety-six (96) hours of the action giving rise to the contractor/vendor/firm's Protest, or as soon as may be practicable for all parties. The "Notice of Intent to File a Protest" shall serve as the grounds for the affected party's presentation and the requirements for the submittal of a formal, written Protest under these procedures, to include the requirement for a bond, shall not apply.

The Dispute Committee shall conduct an informal hearing with the protesting contractor/vendor/firm to attempt to resolve the Protest, within seven working days (excluding Saturdays, Sundays and legal holidays) from receipt of the Formal Written Protest. The Chairman of the Dispute Committee shall ensure that all affected parties may make presentations and rebuttals, subject to reasonable time limitations, as appropriate. The purpose of the informal hearing by the Dispute Committee, the protestor and other affected parties is to provide and opportunity: (1) to review the basis of the Protest; (2) to evaluate the facts and merits of the Protest; and (3) to make a determination whether to accept or reject the Protest.

Once a determination is made by the Dispute Committee with respect to the merits of the Protest, the Dispute Committee shall forward to the Board of County Commissioners its recommendations, which shall include relevant background information related to the procurement.

Upon receiving the recommendation from the Dispute Committee, the Board of County Commissioners shall conduct a hearing on the matter at a regularly scheduled meeting. Following presentations by the affected parties, the Board shall render its decision on the merits of the Protest.

If the Board's decision upholds the recommendation by the Dispute Committee regarding the award, and further finds that the Protest was either frivolous and/or lacked merit, the Board, at its discretion, may assess costs, charges, or damages associated with any delay of the award, or any costs incurred with regard to the protest. These costs, charges or damages may be deducted from the security (bond or letter of credit) provided by the contractor/vendor/firm. Any costs, charges or damages assessed by the Board in excess of the security shall be paid by the protesting contractor/vendor/firm within thirty (30) calendar days of the Board's final determination concerning the award.

All formal bid/quote/proposal solicitations shall set forth the following statement:

**"FAILURE TO FOLLOW THE BID PROTEST PROCEDURE REQUIREMENTS WITHIN THE TIMEFRAMES AS PRESCRIBED HEREIN AND ESTABLISHED BY LEE COUNTY BOARD OF COUNTY COMMISSIONERS, FLORIDA, SHALL CONSTITUTE A WAIVER OF YOUR PROTEST AND ANY RESULTING CLAIMS."**

11. **PUBLIC ENTITY CRIME**

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$15,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

12. **QUALIFICATION OF QUOTERS** (unless otherwise noted)

Quotes will be considered only from firms normally engaged in the sale and distribution or provision of the services as specified herein. Quoters shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform is satisfactory, and reserves the right to reject quotes where evidence submitted or investigation and evaluation indicates an inability of the quoter to perform.

13. **MATERIAL SAFETY DATA SHEETS**

In accordance with Chapter 443 of the Florida Statutes, it is the vendor's responsibility to provide Lee County with Materials Safety Data Sheets on quoted materials, as may apply to this procurement.

14. **MISCELLANEOUS**

If a conflict exists between the General Conditions and the detailed specifications, then the detailed specifications shall prevail.

15. **WAIVER OF CLAIMS**

Once this contract expires, or final payment has been requested and made, the awarded contractor shall have no more than 30 days to present or file any claims against the County concerning this contract. After that period, the County will consider the Contractor to have waived any right to claims against the County concerning this agreement.

16. **AUTHORITY TO PIGGYBACK**

It is hereby made a precondition of any quote and a part of these specifications that the submission of any quote in response to this request constitutes a quote made under the same conditions, for the same price, and for the same effective period as this quote, to any other governmental entity.

17. **COUNTY RESERVES THE RIGHT**

a) **State Contract**

If applicable, the County reserves the right to purchase any of the items in this quote from State Contract Vendors if the prices are deemed lower on State Contract than the prices we receive in this quotation.

b) **Any Single Large Project**

The County, in its sole discretion, reserves the right to separately quote any project that is outside the scope of this quote, whether through size, complexity, or dollar value.

c) **Disadvantaged Business Enterprises**

The County, in its sole discretion, reserves the right to purchase any of the items in this quote from Disadvantage Business Enterprise vendor if the prices are determined to be in the best interest of the County, to assist the County in the fulfillment of any of the County's grant commitments to federal or state agencies.

The County further reserves the right to purchase any of the items in this quote from DBE's to fulfill the County's state policy toward DBE's as outlined in County Ordinance 88-45 and 90-04, as amended.

d) **Anti-Discrimination**

The vendor for itself, its successors in interest, and assignees, as part of the consideration there of covenant and agree that:

In the furnishing of services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.

The vendor will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The vendor will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship.

Vendor agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.

Vendor will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the vendor shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the County to be pertinent to ascertain compliance. The vendor shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.

Where any information required of the vendor is in the exclusive possession of another who fails or refuses to furnish this information, the vendor shall so certify to the County its effort made toward obtaining said information. The vendor shall remain obligated under this paragraph until the expiration of three (3) years after the termination of this contract.

In the event of breach of any of the above anti-discrimination covenants, the County shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the vendor or canceling, terminating, or suspending this contract, in whole or in part.

Additionally, the vendor may be declared ineligible for further County contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.

The vendor will send to each union, or representative of workers with which the vendor has a collective bargaining agreement or other contract of understanding, a notice informing the labor union of worker's representative of the vendor's commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

The vendor will include the provisions of this section in every subcontract under this contract to insure its provisions will be binding upon each subcontractor. The vendor will take such actions with respect to any subcontractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

18. **AUDITABLE RECORDS**

The awarded vendor shall maintain auditable records concerning the procurement adequate to account for all receipts and expenditures, and to document compliance with the specifications. These records shall be kept in accordance with generally accepted accounting methods, and Lee County reserves the right to determine the record-keeping method required in the event of non-conformity. These records shall be maintained for two years after completion of the project and shall be readily available to County personnel with reasonable notice, and to other persons in accordance with the Florida Public Disclosure Statutes.

19. **DRUG FREE WORKPLACE**

Whenever two or more quotes/proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a quote/proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statutes 287.087.

20. **REQUIRED SUBMITTALS**

Any submittals requested should be returned with the quote response. This information may be accepted after opening, but no later than 10 calendar days after request.

21. **TERMINATION**

Any agreement as a result of this quote may be terminated by either party giving thirty (30) calendar days advance written notice. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.

The Purchasing Director may immediately terminate any agreement as a result of this quote for emergency purposes, as defined by the Lee County Purchasing and Payment Procedure Manual.

Any vendor who has voluntarily withdrawn from a formal quote/proposal without the County's mutual consent during the contract period shall be barred from further County procurement for a period of 180 days. The vendor may apply to the Board of Lee County Commissioners for waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by Purchasing.

22. **CONFIDENTIALITY**

Vendors should be aware that all submittals (including financial statements) provided with a quote/proposal are subject to public disclosure and will **not** be afforded confidentiality.

23. **ANTI-LOBBYING CLAUSE**

All firms are hereby placed on formal notice that neither the County Commissioners nor candidates for County Commission, nor any employees from the Lee County Government, Lee County staff members, nor any members of the Qualification/Evaluation Review Committee are to be lobbied, either individually or collectively, concerning this project. Firms and their agents who intend to submit qualifications, or have submitted qualifications, for this project are hereby placed on *formal notice* that they are ***not*** to contact County personnel for such purposes as holding meetings of introduction, meals, or meetings relating to the selection process outside of those specifically scheduled by the County for negotiations. Any such lobbying activities may cause immediate disqualification for this project.

24. **INSURANCE (AS APPLICABLE)**

Insurance shall be provided, per the attached insurance guide. Upon request, an insurance certificate complying with the attached guide may be required prior to award.



**LEE COUNTY, FLORIDA  
DETAILED SPECIFICATIONS  
FOR THE SALE OF PROPERTY  
LOCATED AT 1880 COLONIAL BOULEVARD  
FORT MYERS, FLORIDA**

**SCOPE**

Lee County desires to sell vacant surplus property at 1880 Colonial Boulevard, in Fort Myers, Florida. The property is located approximately 500 feet west of the southwest corner of the intersection of U.S.41 and Colonial Boulevard. This is a remainder parcel from the U.S.41 Colonial Interchange Project 6651 (see Attachment "A").

The parcel contains approximately 2.69 acres or 117,176 square feet. The STRAP Number is 02-45-24-P2-00066.0010. The property is currently zoned B-1 by the City of Fort Myers.

The property is offered for sale on an "as is" basis. No actual or implied warranties of habitability, condition, merchantability, or fitness for any general or specific use are hereby given. Conditional quotes may be considered non-responsive.

**BASIS OF AWARD**

The award will be made to the quoter offering the highest acceptable quote for the specified parcel. The county reserves the right to reject any and all quotes, at its sole discretion.

The execution of a Real Estate Agreement will be required of the successful Bidder for presentation to the Lee County Board of County Commissioners (See Attachment C).

Conveyance of title shall be without warranties in the form of a COUNTY DEED pursuant to Florida Statute 125.411.

**EASEMENT RESERVATIONS**

The County will reserve the easements described in Attachments "B".

**BROKERAGE COMMISSION**

The county will pay one real estate brokerage commission from the proceeds of the real property sale to a licensed real estate broker representing a successful bidder whereby the broker has registered with the county as the agent for the bidder prior to the bid opening (see Attachment D).

**QUOTE DEPOSIT/LETTER OF AUTHORIZATION**

Each quote must be accompanied by a deposit of U.S. dollars in the form of a certified check or cashier's check (made out to the Lee County Board of County Commissioners), or cash in the amount of 10% of the amount quoted. The County will have the right to retain as its own, such deposit, should award be made and quoter fails or refuses to complete the purchase, per the specification.

If a quote is submitted by a personal representative/agent, a letter of authorization to act on behalf of the quoter is required. The personal representative/agent shall certify that they are currently, properly licensed, as appropriate.

**DUE DILIGENCE**

Interested parties are encouraged to complete their own due diligence, including a site inspection prior to quoting. Failure to do so will be at the quoter's risk. This specification was prepared with the best information available, however, no warranties shall be implied.

**BUYER'S RESPONSIBILITIES**

The quoter whose offer the County deems to be the highest acceptable quote shall have 90 days, after notice of award, to complete the transfer process, pay the remainder of the purchase price, and all closing costs. The purchase and transfer will be completed through the Lee County Division of County Lands.

All costs of the sale will be paid by the Buyer, to include, but not be limited to transfer fees, documentary stamps, recording fees, preparation of documents, etc.

**MINIMUM OFFER**

No minimum quote is required, however, the County reserves the right to reject any and all bids.

A Summary Appraisal Report dated November 20, 1997, and performed by W. Michael Maxwell & Associates, Inc., estimates the market value to be \$937,500.00. The appraisal is available for review at the Lee County Division of County Lands, 1500 Monroe Street, Fort Myers, Florida. Please contact Robert Clemens at (941) 479-8505 for an appointment.

**CONTACT**

For additional information regarding purchasing procedures contact Earl Pflaumer of the Lee County Division of Purchasing Services, at (941) 689-7394. For additional information regarding the property, contact Robert Clemens of the Division of County Lands at (941) 479-8505.

**LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM FOR  
THE SALE OF PROPERTY LOCATED  
AT 1880 COLONIAL BOULEVARD IN  
FORT MYERS, FLORIDA**

DATE SUBMITTED: \_\_\_\_\_

VENDOR NAME: \_\_\_\_\_

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of the which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: \_\_\_\_\_

<b>TOTAL LUMP SUM QUOTED</b>	\$ _____
<b>ENCLOSED DEPOSIT OF 10%</b>	\$ _____
<b>BALANCE TO BE PAID AS SPECIFIED</b>	\$ _____

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes \_\_\_\_\_ No \_\_\_\_\_

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

**ANTI-COLLUSION STATEMENT**

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME \_\_\_\_\_

BY (Printed): \_\_\_\_\_

BY (Signature): \_\_\_\_\_

TITLE: \_\_\_\_\_

FEDERAL ID# or S.S.#: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NO.: \_\_\_\_\_

FAX NO.: \_\_\_\_\_

CELLULAR PHONE/PAGER NO.: \_\_\_\_\_

LEE COUNTY OCCUPATIONAL LICENSE NO.: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

REVISED: 7/28/00

# ATTACHMENT #6

FORMAL QUOTE NO.: Q-020410

LEE COUNTY, FLORIDA  
PROPOSAL QUOTE FORM FOR  
THE SALE OF PROPERTY LOCATED  
AT 1880 COLONIAL BOULEVARD IN  
FORT MYERS, FLORIDA

DATE SUBMITTED: May 21, 2002

VENDOR NAME: First Home Builders of Florida

TO: The Board of County Commissioners  
Lee County  
Fort Myers, Florida

Having carefully examined the "General Conditions", and the "Detailed Specifications", all of the which are contained herein, the Undersigned proposes to furnish the following which meet these specifications:

The undersigned acknowledges receipt of Addenda numbers: None

TOTAL LUMP SUM QUOTED	\$ <u>756,551.00</u>
ENCLOSED DEPOSIT OF 10%	\$ <u>75,655.10</u>
BALANCE TO BE PAID AS SPECIFIED	\$ <u>680,895.90</u>

Quoters should carefully read all the terms and conditions of the specifications. Any representation of deviation or modification to the quote may be grounds to reject the quote.

Are there any modifications to the quote or specifications:

Yes XXX No           

Failure to clearly identify any modifications in the space below or on a separate page may be grounds for the quoter being declared nonresponsive or to have the award of the quote rescinded by the County.

MODIFICATIONS:

See Attached Modification to Proposal Quote Form For The Sale of Property Located at 1880 Colonial Blvd., Fort Myers, Florida.

**RECEIVED**  
MAY 21 2002  
COUNTY LANDS

Quoter shall submit his/her quote on the County's Proposal Quote Form, including the firm name and authorized signature. Any blank spaces on the Proposal Quote Form, qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the Quoter/Quote being declared non-responsive by the County.

**ANTI-COLLUSION STATEMENT**

**THE BELOW SIGNED QUOTER HAS NOT DIVULGED TO, DISCUSSED OR COMPARED HIS QUOTE WITH OTHER QUOTERS AND HAS NOT COLLUDED WITH ANY OTHER QUOTER OR PARTIES TO A QUOTE WHATSOEVER. NOTE: NO PREMIUMS, REBATES OR GRATUITIES TO ANY EMPLOYEE OR AGENT ARE PERMITTED EITHER WITH, PRIOR TO, OR AFTER ANY DELIVERY OF MATERIALS. ANY SUCH VIOLATION WILL RESULT IN THE CANCELLATION AND/OR RETURN OF MATERIAL (AS APPLICABLE) AND THE REMOVAL FROM THE MASTER BIDDERS LIST.**

FIRM NAME First Home Builders of Florida

BY (Printed): Kevin J. Berth, VP of Finance

BY (Signature): 

TITLE: Vice President of Finance

FEDERAL ID# or S.S.#: 65-0765851

ADDRESS: 2503 Del Prado Blvd, Ste 300  
Cape Coral, Florida 33904

PHONE NO.: (941) 458-8000 ext. 212

FAX NO.: (941) 458-8088

CELLULAR PHONE/PAGER NO.: (941) 872-4218

LEE COUNTY OCCUPATIONAL LICENSE NO.: 015151

E-MAIL ADDRESS: kberth@1st-home.com

REVISED: 7/28/00

Firm Submitting Bid: First Home Builders of Florida  
Title: Sale of Property located at 1880 Colonial Blvd. in Fort Myers, Florida  
Project Number: Q-020410  
Quotation Number: Q - 020410

**MODIFICATION  
TO PROPOSAL QUOTE FORM FOR THE SALE OF PROPERTY  
LOCATED AT 1880 COLONIAL BLVD., FORT MYERS, FLORIDA**

THIS MODIFICATION TO PROPOSAL FORM FOR THE SALE OF PROPERTY LOCATED AT 1880 COLONIAL BLVD., FORT MYERS, FLORIDA (hereinafter referred to as the "Modification") is submitted by First Home Builders of Florida (hereinafter referred to as "First Homes" or "Buyer") as part of the Lee County of Southwest Florida's (hereinafter referred to as "Lee County" or "Seller") Proposal Quote Form for the sale of property located at 1880 Colonial Blvd., Fort Myers, Florida (hereinafter referred to as the "Proposal Quote"), and any terms and/or conditions of this Modification shall take precedence over and control the terms and conditions of the Proposal Quote and all terms and conditions of the Request for Quotations for the Sale of Property located at 1880 Colonial Blvd. in Fort Myers, Florida (hereinafter referred to as the "property" or "Premises").

1. CONTINGENCY. The Proposal Quote is contingent upon the following matters:

A. SURVEY. Within ninety (90) days of Lee County's acceptance of the Proposal Quote, First Home may, at their expense, cause a survey to be prepared. Said survey shall: (i) be certified to First Homes and any lender and shall be in compliance with ALTA minimum standards for land title surveys; (ii) show the boundary lines of the property; (iii) spot all permanent improvements to the property; (iv) show all such improvements to be entirely located within the boundary lines of the Premises; (v) show no encroachments over boundary lines, easements and rights of way; (vi) show the location and course of all visible and recorded easements and rights of way; (vii) show access from the property to public rights of way, and; (viii) show utilities, including water, storm sewer, and gas lines, if applicable, to the point of connection with the public system, if such connection exists, or access to such systems from the Premises. Said survey shall meet with First Home's approval.

B. TITLE COMMITMENT; TITLE POLICY. First Homes may, at its expense, within ninety (90) days of Lee County's acceptance of the Proposal Quote (based on Florida minimum promulgated rate), procure from a title agent selected by First Homes, a Commitment for Title Insurance ("Commitment"), insuring First Homes and any lender procured by First Homes, setting forth the state of title to the property and all exceptions and restrictions of record including deed restrictions, liens, covenants and easements. Said Commitment shall indicate that Seller is the sole owner of the property, that it is fully authorized to convey the property and it shall indicate the amount of any real estate taxes attributable to the property.

Along with such Commitment, First Homes shall also obtain copies of all documents affecting the property and reflected in the Commitment. In the event any exceptions appear in such Commitment, other than the standard printed exceptions, or title documents or in the Survey that are unacceptable to First Homes, then First Homes shall have the right to terminate and cancel the Proposal Quote and receive and have returned any and all deposits.

C. PERMITS. First Homes shall obtain and have any and all permits and authorizations from each and every governmental and utility entity, including PUD approval if deemed necessary by First Homes, for the construction of ten (10) model homes, parking lot and associated improvements for the construction of a "home sale super center". If First Homes is unable to obtain said permits and/or authorizations within one hundred eighty (180) days of Lee County's acceptance of the Proposal Quote, then First Homes shall have the right to terminate and cancel the Proposal Quote and receive and have returned any and all deposits.

2. FEASIBILITY PERIOD. First Homes shall, at its expense, have ninety (90) days from Lee County's acceptance of the Proposal Quote to conduct and make such feasibility studies as First Homes deems necessary, including but not limited to, engineering studies, soil analysis, core drilling, zoning studies, mechanical studies, sewer studies, environmental studies, including but not limited to a Phase I environmental audit, and conduct any and all physical inspections of the property (the "Feasibility Period"). Lee County shall cooperate with First Homes in making such inspections and allow First Homes full access during reasonable business hours to the property for the purpose of such inspections. First Homes shall notify Lee County not less than one (1) business day in advance of making any such inspections. First Homes agrees to reimburse Lee County for any damage caused to the property resulting from any of said inspections and First Homes agrees to indemnify and hold Lee County harmless for any loss, damage, injury, whether to persons or property, which First Homes, its officers, directors, agents, employees, successors and assigns may suffer during said inspections. Lee County shall, within 10 days of Lee County's acceptance of the Proposal Quote, deliver to First Homes all engineering studies, soil analysis, core drilling, zoning studies, mechanical studies, sewer studies, environmental studies, including but not limited to environmental audits, and any and all physical inspection reports in Lee County's, or its employees and agents, possession.

In the event that First Homes determines, in Buyer's sole and absolute discretion prior to the expiration of the Feasibility Period, that the acquisition of the Premises is not desirable, then the Proposal Quote shall automatically cancel and terminate upon written notice to Lee County prior to the expiration of the Feasibility Period. If First Homes does not give timely notice to Lee County of its election to cancel and terminate, then the election shall be deemed to establish that First Home's findings upon inspection of the property and examination of related documents and records furnished or made available by Lee County are satisfactory and acceptable to it and that First Homes intends to close, subject only to (i) the failure of Lee County to perform all of its obligations hereunder and (ii) satisfaction of all conditions hereof. Should First Homes elect to cancel and terminate the Proposal Quote as a result of said inspections, in its sole and absolute discretion, then any and all deposits shall be refunded to First Homes, to the extent paid, in which event neither First Homes nor Lee County shall have any further rights, duties or obligations under the Proposal Quote, except as otherwise expressly provided therein or herein.



3. CLOSING DATE. The consummation of the transaction ("Closing Date") contemplated herein ("Closing") shall take place at the offices of the title agent on or before the expiration of one hundred ninety five (195) days of Lee County's acceptance of the Proposal Quote. The actual closing date will be designated by First Homes by written notice to Lee County at least ten (10) days prior to thereto, or in the absence of such notice, the actual closing date will be the last business day following the expiration of one hundred ninety five days following Lee County's acceptance of the Proposal Quote.

4. SELLER'S REPRESENTATIONS AND WARRANTIES. Seller represents, warrants and covenants to Buyer that as of the date hereof and the Closing Date:

A. There exists ingress and egress to and from the property sufficient for First Homes intended use of the property as a home sale super center. Lee County further warrants the existence of utility connections to the property sufficient for First Homes intended use of the property as a home sale super center.

B. There are no Leases, tenancies or other rights of occupancy or use for any portion of the Premises.

C. There is not pending, nor has Seller received a written threat from a public authority of a contemplated condemnation of the Premises or any part thereof.

D. Pending the Closing, Lee County agrees that it will not transfer the property except as herein expressly contemplated or create any easements, liens, mortgages, or other encumbrances with respect to the property, except with First Homes prior written consent, except for mortgages or trust deeds which shall be released at or prior to Closing.

E. Seller has full power and authority to enter into and to consummate this transaction, and all actions necessary to authorize the execution of this agreement and conveyance of the property have been taken, such that, upon execution by all parties hereto, this shall be the valid and binding obligation of Lee County and such authority shall be effective on the date of closing.

1. Hazardous Substances. The term "Hazardous Substances" means and includes, without limitation, any toxic or hazardous substances or materials, petroleum or other pollutants and substances, whether or not naturally occurring, including, without limitation, asbestos, radon, and methane gas, generated, treated, stored or disposed of, or otherwise deposited in or located on or under the Premises, including without limitation, the surface and subsurface waters of the Premises. Hazardous Substances shall also include any activity undertaken or hereafter undertaken on the Premises which would cause (i) the Premises to become a hazardous waste treatment, storage, or disposal facility within the meaning of, or otherwise bring the Premises within the ambit of, the Resource Conservation and Recovery Act of 1976 ("RCRA"), 42 U.S.C. 6901 et seq., or any similar state law or local ordinance; (ii) a release or threatened release of hazardous waste from the Premises within the meaning, or otherwise bring the Premises within the ambit of, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), 42

U.S.C. 9601-9657, the Superfund Amendments and Reauthorization Act of 1986 ("SARA"), or any similar state law or local ordinance or any other environmental law; (iii) the discharge of pollutants or effluent into any water source or system, or the discharge into the air of any emissions, which would require a permit under the Federal Water Pollution Control Act, 33 U.S.C. 1251 et seq., or the Clean Air Act, 42 U.S.C. 7401 et seq., the Toxic Substances Control Act, or any similar state law or local ordinance; or (iv) any substances or conditions in, on, or under the Premises which may support a claim or cause of action under RCRA, CERCLA, SARA, or any other federal, state, or local environmental statutes, regulations, ordinances, orders, decrees, or other environmental regulatory requirements relating to health, safety, or the environment (collectively, the "Statutes"), including the presence of any underground storage tanks or underground deposits located on the Premises. Seller assumes all obligations of compliance with all environmental requirements related to health, safety, or the environment imposed by federal, state, and local authorities that affect the Premises or any business or other activity conducted thereon or therewith, which have occurred prior to the Closing Date.

? (1) Seller has no knowledge of (i) the presence of any unlawful Hazardous Substances on the Premises, or (ii) any spills, releases, discharges, or disposal of Hazardous Substances that have occurred or are presently occurring on or onto the Premises or any adjacent properties, or (iii) any spills or disposal of Hazardous Substances that have occurred or are presently occurring off the Premises as a result of any construction or operation and use of the Premises.

(2) In connection with the construction on or operation and use of the Premises, Seller represents as to itself, its contractors, subcontractors, and any other of its agents, that, as of the date of the execution of this Agreement and through the Closing Date, it has no knowledge of any failure to comply with all applicable local, state, and federal environmental laws, regulations, ordinances, and administrative and judicial orders relating to the generation, recycling, reuse, sale, storage, handling, transport, and disposal of any Hazardous Substances.

(3) Seller shall provide Buyer with copies of any and all reports, summaries, investigation findings and copies of all inquiries and responses which it has related to the Premises.

(4) Seller shall immediately notify Buyer if Seller becomes aware of (a) any Hazardous Substances or other environmental problem or liability with respect to the Premises, or any adjacent property, or (b) any lien, action, or notice of action or investigation regarding the Premises or any adjacent property.

(5) In the event that Buyer discovers the existence of any Hazardous Substances located on, under or above the Premises, or which have been generated from the Premises, Seller will take all actions which are necessary to clean up any Hazardous Substances affecting the Premises, including removal, containment, or any other remedial action required by applicable governmental or regulatory authorities.

(6) Seller hereby agrees, jointly and severally, unconditionally, absolutely, and irrevocably, to indemnify, defend, and hold harmless Buyer, its affiliates, successors, assigns, and the officers, directors, employees, and agents of Buyer, against and in respect of:

(a) any loss, liability, cost, injury, expense, or damage of any and every kind whatsoever (including without limitation, court costs and attorneys' fees and expenses) which at any time or from time to time may be suffered or incurred in connection with any inquiry, charge, claim, cause of action, demand, or lien made or arising directly or indirectly or in connection with, with respect to, or as a direct or indirect result of the presence on or under, or the escape, seepage, leakage, spillage, discharge, injection, disposal, emission, or release from, the Premises into or upon any land, the atmosphere, or any watercourse, body of water, or wetland, of any Hazardous Substances including, without limitation, any losses, liabilities, damages, injuries, costs, expenses, or claims asserted or arising under the statutes, whether now known or unknown, including without limitation, which have occurred prior to the date of closing;

(b) any costs, fees, or expenses incurred in connection with the removal, encapsulation, or other treatment of Hazardous Substances from or on the Premises which have occurred prior to the date of closing;

(c) any attorneys' fees, engineer's fees, and/or charges of any contractor or expert retained or consulted in connection with any inquiry, claim, or demand, including without limitation any costs incurred in connection with compliance with such inquiry, claim, or demand relating to Hazardous Substances occurring prior to the date of closing;

(d) any loss, liability, cost, expense, or damage (including without limitation, attorneys' fees) suffered or incurred as a result of or arising out of or in connection with any failure of the Property to comply with all applicable environmental protection laws, ordinances, rules, and regulations relating to health, safety, or the environment, and any litigation, proceeding, or governmental investigation relating to such compliance or non-compliance relating to Hazardous Substances occurring prior to the date of closing, and;

(e) any loss, liability, cost, expense, or damage directly or indirectly arising from any claim, action, demand, cause of action, or damage relating to or in connection with any personal injury concerning or relating to the presence of asbestos or other Hazardous Substances on the Premises occurring prior to the date of closing;

5. CONDITION OF PREMISES. Subsequent to the acceptance of the Proposal Quote by Lee County and until the Closing Date, Seller agrees that the Premises will be kept in good order in accordance with past practices.

6. CONDITIONS PRECEDENT. The Proposal Quote and Buyer's obligation to close are subject to the following additional express conditions precedent:

A. The continued validity of each and all of the representations, ~~warranties~~ and covenants of Seller contained herein and in the Proposal Quote in all material respects, as of the Closing Date;

B. The delivery of the Closing documents required to be delivered by Seller described in the Proposal Quote and herein;

C. Updated Title Commitment. Buyer shall have received the Title Commitment, and such Commitment shall be updated at Buyer's expense at Closing with such update showing no change in the status of title as previously approved by Buyer;

D. That there are no restrictions that Seller is aware of on the Premises that would prevent Buyer from using property for its intended use;

In the event the conditions set forth above have not been satisfied to Buyer's satisfaction prior to Closing, the Buyer shall have the right to terminate the Proposal Quote by delivering to Seller a notice in writing of its desire to terminate. In such event any and all deposits shall be return to Buyer.

If any of the conditions precedent to Buyer's obligations set forth in this Paragraph or elsewhere in this Modification are not fulfilled at or within the times set forth herein for the fulfillment thereof (after any applicable cure period), or not otherwise waived in writing by Buyer, Buyer may terminate this Agreement by notice to Seller, in which event all deposits (together with earned interest thereon, if any) shall be returned to Buyer and thereupon this Agreement shall become null and void.

7. PRORATIONS. Taxes and assessments shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required by prorations to be made through day prior to closing or occupancy if occupancy occurs before closing. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at closing. Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer.

8. NOTICES. All notices allowed or required to be given hereunder must be in writing and delivered in person, by facsimile or by United States certified mail, return receipt requested, and addressed to:

BUYER: First Home Builders of Florida  
Attn: Kevin Berth  
2503 Del Prado Blvd.  
Cape Coral, Florida 33904

With copy to: Michael W. Leonard, P.A.  
2027 McGregor Blvd.  
Fort Myers, Florida 33901

SELLER: Lee County Board of County Commissioners  
Attn: Division of Purchasing

3434 Hancock Bridge Parkway, 3<sup>rd</sup> Floor  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change and delivered in the manner noted hereinabove. Any time limitation provided for in this Modification or the Proposal Quote shall commence on the date that any notification necessary to commence such time limitation is personally delivered or faxed to the recipient, or if mailed by United States mail, on the date of postmark of any return receipt indicating the date of mailing.

9. **SUPERIORITY:** This Modification shall take precedence over the Proposal Quote. Should any term or condition of this Modification controvert the terms or conditions of the Proposal Quote, the Modification shall prevail.

10. **JOINT PREPARATION:** The preparation of this Modification has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

11. **ASSIGNABILITY:** Buyer may choose to assign this contract to a mutually owned company, LSA PROPERTIES, LLC, and buyer shall be released from any further liability or obligation due and owing under this Modification to Proposal Quote Form for the Sale of Property Located at 1880 Colonial Blvd., Fort Myers, FL

DATED this 21<sup>st</sup> day of MAY, 2002.

First Home Builders of Florida

By: 

Kevin Berth

As: Vice President of Finance  
First Home Builders of Florida



CAPE CORAL NATIONAL BANK

A DIVISION OF FIRST NATIONAL BANK OF FLORIDA

REMITTER FIRST HOME BUILDERS OF FLORIDA

CASHIERS CHECK

Date: 5/21/02 174224

Branch: 0201

PAY EXACTLY \*\*75655 AND 10/100 DOLLARS  
TO THE ORDER OF LEE COUNTY BOARD OF COUNTY COMMISSIONERS

\$75,655.10  
U.S. FUNDS

*Robin Swan*

⑈ 174224 ⑈ ⑆067013700⑆ 88000028⑈



CAPE CORAL NATIONAL BANK

A DIVISION OF FIRST NATIONAL BANK OF FLORIDA

CASHIERS CHECK

174224

THE PURCHASE OF AN INDEMNITY BOND WILL BE REQUIRED BEFORE ANY CASHIER'S CHECK OF THIS BANK WILL BE REPLACED OR REFUNDED IN THE EVENT IT IS LOST, MISPLACED OR STOLEN.

DATE: 5/21/02

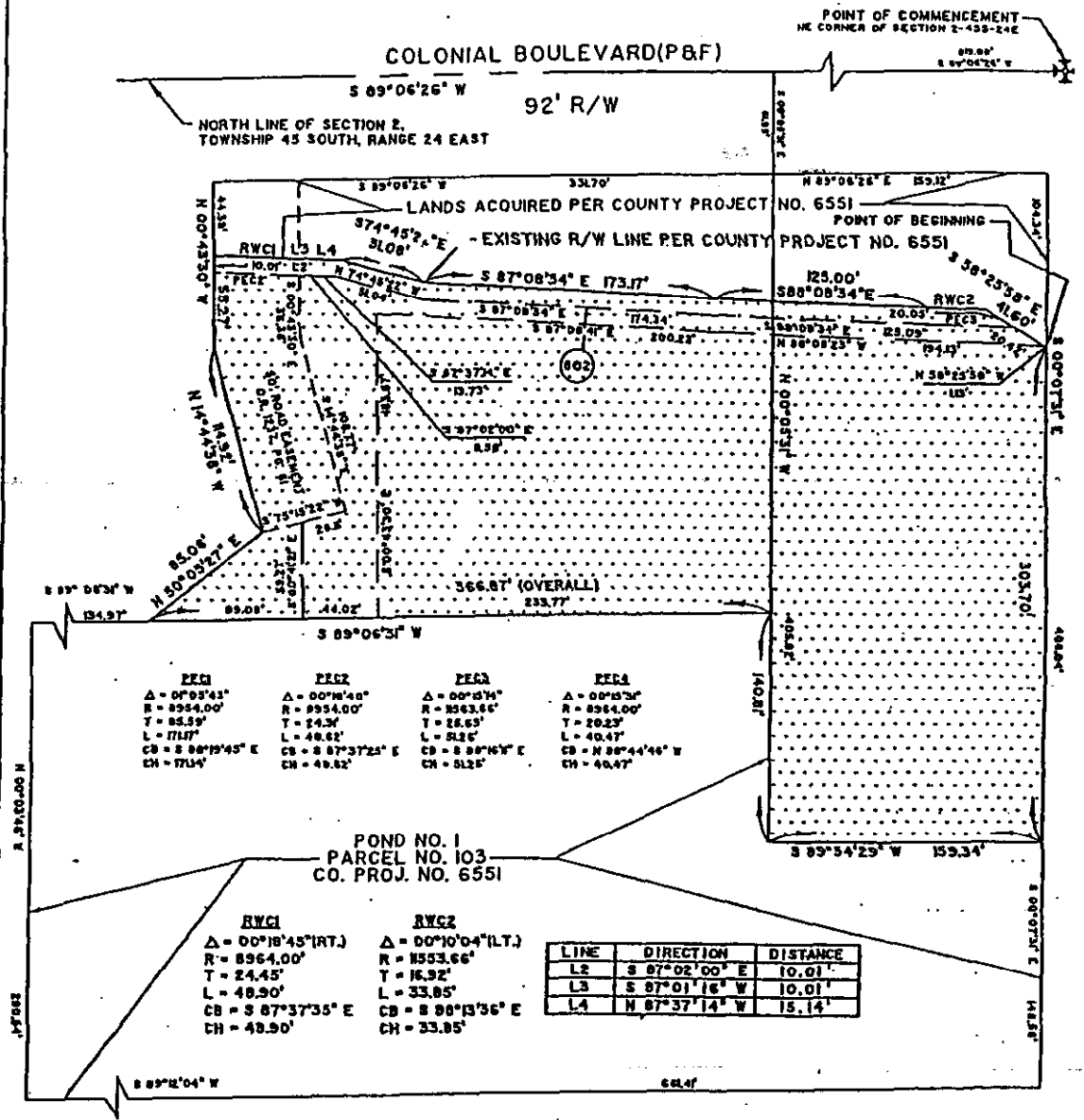
REMITTER: FIRST HOME BUILDERS OF FLORIDA

TO: LEE COUNTY BOARD OF COUNTY COMMISSIONERS

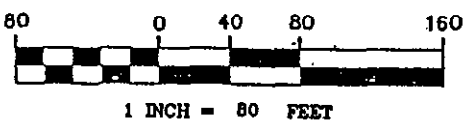
BRANCH: 0201  
ORIGINATOR: ALLENDER  
TIME: 9:02:44  
CK AMT: \$75,655.10  
FEE AMT:  
TOTAL: \$75,655.10

NON-NEGOTIABLE

SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



THIS IS NOT A SURVEY



PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

*J.R. Brandenburg*  
 J.R. BRANDENBURG  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NO. 2015

NOT VALID WITHOUT THE SIGNATURE AND  
 THE ORIGINAL RAISED SEAL OF A FLORIDA  
 LICENSED SURVEYOR AND MAPPER  
 AIM Engineering & Surveying, Inc.



8300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 941/332-4569  
 FX:941/332-8734

LEGAL DESCRIPTION AND SKETCH SHEET 1 OF 3

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL	DATE: 12-15-97	SEC-TYP-RGE 2-45S-24E	COUNTY: LEE COUNTY
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN			

**SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S00°05'31"E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE FORMER SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°07'31"E, A DISTANCE OF 303.70 FEET; THENCE RUN S89°54'29"W, A DISTANCE OF 159.34 FEET; THENCE RUN N00°05'31"W, A DISTANCE OF 140.81 FEET; THENCE RUN S89°06'31"W, A DISTANCE OF 366.87 FEET; THENCE RUN N50°05'27"E, A DISTANCE OF 85.06 FEET; THENCE RUN N14°44'38"W, A DISTANCE OF 114.92 FEET; THENCE RUN N00°43'30"W; A DISTANCE OF 55.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF 00°18'45", A CHORD BEARING OF N87°37'35"W, AND A CHORD DISTANCE OF 48.90, AN ARC DISTANCE OF 48.90 FEET; THENCE RUN S87°01'16"E, A DISTANCE OF 10.01 FEET; THENCE RUN S87°37'14"E, A DISTANCE OF 15.14 FEET; THENCE RUN S74°45'22"E, A DISTANCE OF 51.08 FEET; THENCE RUN S87°08'34"E, A DISTANCE OF 173.17 FEET; THENCE RUN S88°08'34"E, A DISTANCE OF 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID HAVING A RADIUS OF 11553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF S88°13'36"E, AND A CHORD DISTANCE OF 33.85 FEET, AN ARC DISTANCE OF 33.85 FEET; THENCE RUN S58°25'58"E; A DISTANCE OF 41.60 FEET.

SAID LANDS CONTAINING 2.690 ACRES, MORE OR LESS.

SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

PARCEL 802:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 103, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S00°05'31"E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET; THENCE RUN N58°25'58"W, A DISTANCE OF 21.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N58°25'58"W, A DISTANCE OF 20.05 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN ALONG SAID CURVE, HAVING A RADIUS OF 11,553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF N88°13'36"W, AND A CHORD DISTANCE OF 33.85 FEET, A DISTANCE OF 33.85 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.00 FEET THENCE RUN N87°08'34"W, A DISTANCE OF 173.17 FEET; THENCE RUN N 74°45'22" W, A DISTANCE OF 51.08 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 15.14 FEET; THENCE RUN N87°01'16"W, A DISTANCE OF 10.01 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2995

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



5300 LEE BLVD,  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX:941/332-8734

LEGAL DESCRIPTION AND SKETCH SHEET 2 OF 3

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RGE 2-45S-24E
	COUNTY: LEE COUNTY

7107KENN.DWG



**SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

00°18'45", A CHORD BEARING OF N87°37'35"W, AND A CHORD DISTANCE OF 48.90, A DISTANCE OF 48.90 FEET, THENCE RUN S00°43'30"E, A DISTANCE OF 10.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8954.00 FEET, A DELTA OF 00°18'40", A CHORD BEARING OF S87°37'25"E, AND A CHORD DISTANCE OF 48.62 FEET, A DISTANCE OF 48.62 FEET; THENCE RUN S 87°02'00" E, A DISTANCE OF 10.01 FEET; THENCE RUN S87°37'14"E, A DISTANCE OF 13.73 FEET; THENCE RUN S74°45'22"E, A DISTANCE OF 51.04 FEET; THENCE RUN S87°08'34"E, A DISTANCE OF 174.34 FEET; THENCE RUN S88°08'34"E, A DISTANCE OF 125.09 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF S88°16'11"E, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 4,655 SQUARE FEET, MORE OR LESS.

AND ALSO SUBJECT TO 50' ROADWAY EASEMENT DESCRIBED IN O.R. 1237, PG. 61.

AND ALSO SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 802, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S 00°05'31" E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET, THENCE RUN N 58°25'58" W, A DISTANCE OF 113 FEET TO THE POINT OF BEGINNING; THENCE RUN N58°25'58"W, A DISTANCE OF 20.42 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF N88°16'11"W, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.09 FEET; THENCE RUN N87°08'34"W, A DISTANCE OF 174.34 FEET; THENCE RUN N74°45'22"W, A DISTANCE OF 51.04 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 13.73 FEET; THENCE RUN N87°02'00"W, A DISTANCE OF 8.58 FEET, TO THE EASTERLY LINE OF A ROADWAY EASEMENT DESCRIBED IN OFFICIAL RECORD BOOK 1237, PAGE 61, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE RUN S00°43'30"E, A DISTANCE OF 36.38 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE S14°44'38"E, A DISTANCE OF 108.77 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD EASEMENT RUN S75°15'22"W, A DISTANCE OF 26.11 FEET; THENCE RUN S00°41'21"E, A DISTANCE OF 59.27 FEET, TO THE NORTHERLY LIMITS OF PROPOSED POND NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NUMBER 6551; THENCE RUN N89°06'31"E, ALONG SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 44.02 FEET; THENCE RUN N00°43'30"W, LEAVING SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 183.67 FEET; THENCE RUN S87°08'41"E, A DISTANCE OF 200.22 FEET; THENCE RUN S88°08'23"E, A DISTANCE OF 194.13 FEET, TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 11,618 SQUARE FEET, MORE OR LESS.

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2995

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX:941/332-8734

LEGAL DESCRIPTION AND SKETCH SHEET 3 OF 3

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RGE 2-45S-24E
	COUNTY: LEE COUNTY

7107KENN.DWG

This Instrument Prepared by:  
 PUBLIC WORKS/COUNTY LANDS DIVISION  
 P.O. Box 398  
 Fort Myers, FL 33902-0398  
 Parcel: 802  
 Project: U.S. 41/Colonial Interchange,  
 No. 6651  
 STRAP No.: 02-45-24-P2-00066.0010

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between \_\_\_\_\_, Owners, whose address is \_\_\_\_\_ 33903, hereinafter "Grantor", and LEE COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is to be reserved for the public utility lines, mains, or other utility facilities, and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds or any other structures shall not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

Grant of Perpetual Public Utility Easement

Page 2

Parcel: 802

Project: U.S. 41/Colonial Interchange,  
No. 6651

STRAP No.: 02-45-24-P2-00066.0010

4. Title to any public utility facilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records, and accordingly, Grantors will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantee shall have a reasonable right of access across Grantor's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the above-described easement shall be restored by the County or the particular utility providing service, to the condition in which it existed prior to the damage.

7. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, \_\_\_\_\_,  
OWNER, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

\_\_\_\_\_  
1st WITNESS Signature

\_\_\_\_\_  
Owner/Corporation

\_\_\_\_\_  
Printed name of 1st Witness

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

\_\_\_\_\_  
2nd WITNESS Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed name of 2nd Witness

(Corporate Seal)

Parcel: 802

Project: U.S. 41/Colonial Interchange,  
No. 6651

STRAP No.: 02-45-24-P2-00066.0010

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day

of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
(name of officer or agent, title of officer or agent)

of \_\_\_\_\_, a \_\_\_\_\_  
(name of corporation acknowledged) (State or place of incorporation)

corporation, on behalf of the corporation. He/she is personally known

to me or has produced \_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, type or stamp name)

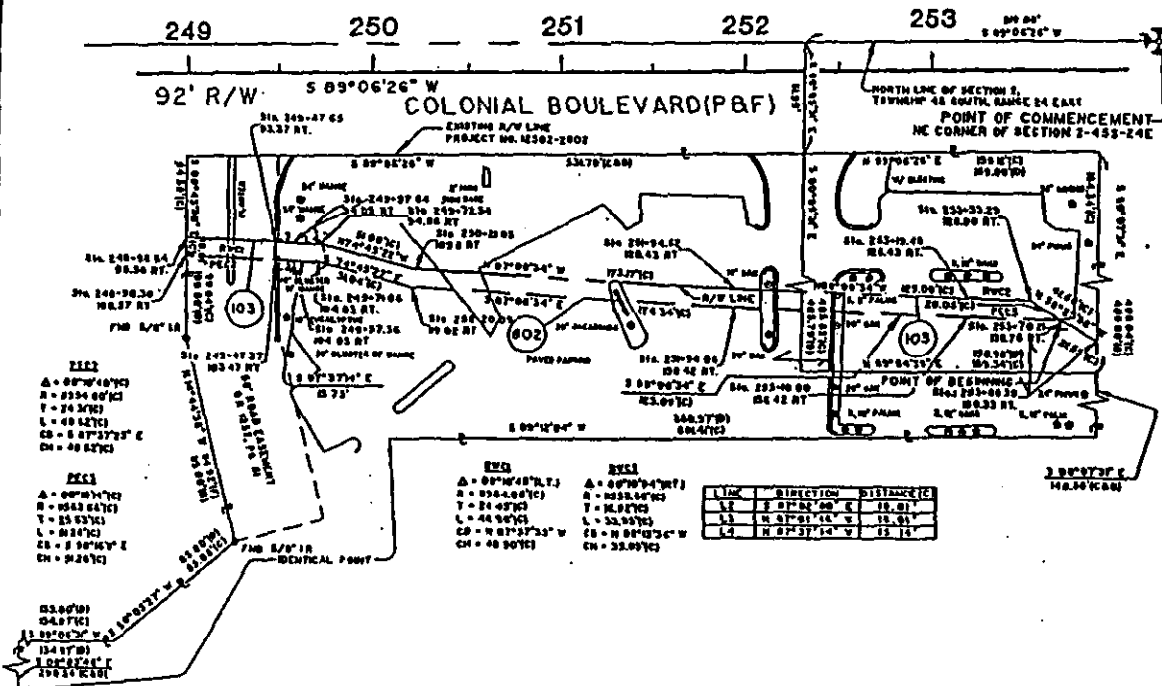
PARCEL 802:

SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
**LEE COUNTY, FLORIDA**

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 103, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S 89°06'26" W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S 00°05'31" E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N 89°06'26" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S 00°07'31" E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET; THENCE RUN N 58°25'58" W, A DISTANCE OF 21.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 58°25'58" W, A DISTANCE OF 20.05 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN ALONG SAID CURVE, HAVING A RADIUS OF 1,533.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF N 88°13'36" W, AND A CHORD DISTANCE OF 33.85 FEET, A DISTANCE OF 33.85 FEET; THENCE RUN N 88°08'34" W, A DISTANCE OF 125.00 FEET THENCE RUN N 87°08'34" W, A DISTANCE OF 173.17 FEET; THENCE RUN N 74°45'22" W, A DISTANCE OF 51.08 FEET; THENCE RUN N 87°37'14" W, A DISTANCE OF 15.14 FEET; THENCE RUN N 87°01'16" W, A DISTANCE OF 10.01 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF 00°18'45", A CHORD BEARING OF N 87°37'35" W, AND A CHORD DISTANCE OF 48.90, A DISTANCE OF 48.90 FEET, THENCE RUN S 00°43'30" E, A DISTANCE OF 10.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8954.00 FEET, A DELTA OF 00°18'40", A CHORD BEARING OF S 87°37'25" E, AND A CHORD DISTANCE OF 48.82 FEET, A DISTANCE OF 48.82 FEET; THENCE RUN S 87°02'00" E, A DISTANCE OF 10.01 FEET; THENCE RUN S 87°37'14" E, A DISTANCE OF 13.73 FEET; THENCE RUN S 74°45'22" E, A DISTANCE OF 51.04 FEET; THENCE RUN S 87°08'34" E, A DISTANCE OF 174.34 FEET; THENCE RUN S 88°08'34" E, A DISTANCE OF 125.09 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 1563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF S 88°16" E, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; TO THE POINT OF BEGINNING

SAID LANDS CONTAINING 4,655 SQUARE FEET, MORE OR LESS



**LEGEND:**

- SINGLE SUPPORT SIGN
- ⊕ MULTIPLE SUPPORT SIGN
- ⊙ TREE
- ⊙ SHRUBBERY
- ⊙ MONITORING WELL
- W/ WITH
- C.B.S. CONCRETE BLOCK STRUCTURE
- CONC CONCRETE
- (C) CALCULATED DATA



SCALE: 1" = 80'

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY: AIM ENGINEERING & SURVEYING, INC

*J. Robert Brandenburg*  
 J. ROBERT BRANDENBURG  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NO. 2995

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 941/332-4569  
 FX:941/332-8734

**LEGAL DESCRIPTION AND SKETCH SHEET 1 OF 1**

PROJECT NUMBER: 6651	DESCRIPTION: LEGAL DESCRIPTION AND SKETCH PARCEL NO. 802
DRAWN BY: MJZ	CLIENT: PITMAN HARTENSTEIN AND ASSOCIATES / LEE COUNTY
DATE: 4-6-98	SEC-TWP-RGE: 2-45S-24E
	COUNTY: LEE COUNTY, FLORIDA

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 816  
Project: U.S. 41/Colonial Interchange, No. 6651  
STRAP #: 02-45-24-P2-00066.0010

THIS SPACE FOR RECORDING

PERPETUAL  
STORMWATER DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, between \_\_\_\_\_, Owner, whose address is \_\_\_\_\_, hereinafter referred to as Grantor, and LEE COUNTY, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 hereinafter referred to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns the use of a drainage easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, and maintain a stormwater drainage pipeline, a catch basin, and other appurtenances, to be located under, across and through the above-described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation of the said line. Grantee shall restore the surface around catch basin to its prior condition at Grantee's expense.

3. The stormwater drainage easement will not be limited to any one (1) diameter size or type and/or number of connections to other stormwater lines for providing drainage. The area of this stormwater drainage easement is reserved for the subsurface pipeline, and catch basin, except it may be used for landscaping (excluding trees), walkways, roadways, drainage way, or similar uses; however, houses, buildings, carports, garages, storage sheds, and other similar type structures may never be built on this easement.

4. Title to the utilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

5. Grantor warrants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records.

6. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has hereunto set \_\_\_\_\_ hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of two subscribing witnesses:

(type name of company)

\_\_\_\_\_  
1st WITNESS Signature

By: \_\_\_\_\_  
(type title)

\_\_\_\_\_  
Printed Name of 1st Witness

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
2nd WITNESS Signature

\_\_\_\_\_  
Printed Name of 2nd Witness

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of

\_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
(name of officer or agent, title of officer or agent)

of \_\_\_\_\_, a \_\_\_\_\_  
(name of corporation acknowledged) (State or place of incorporation)

corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as  
(type of identification)  
identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, type or stamp name)

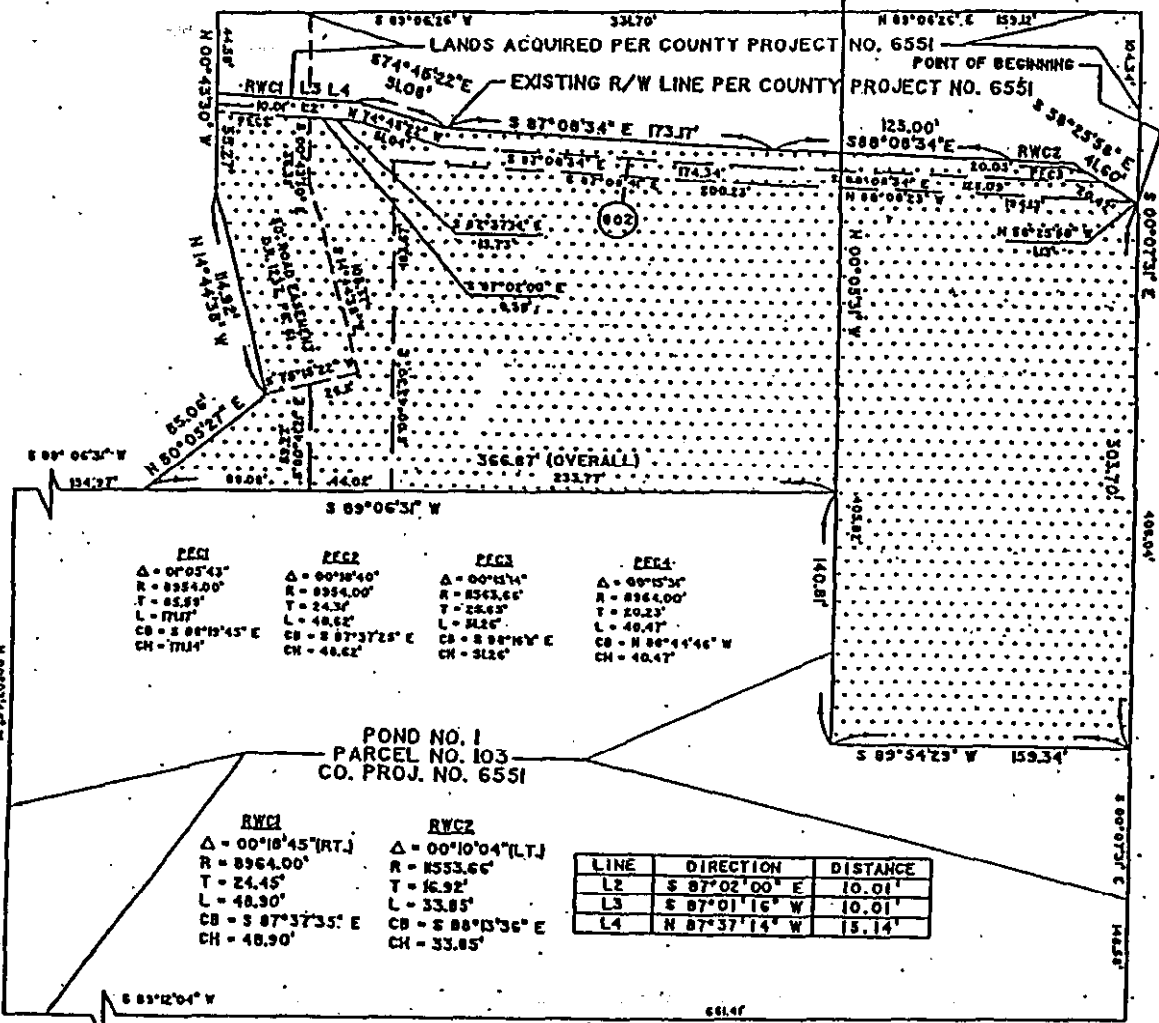
SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

POINT OF COMMENCEMENT  
NE CORNER OF SECTION 2-45S-24E

COLONIAL BOULEVARD(P&F)

S 89°06'26" W 92' R/W

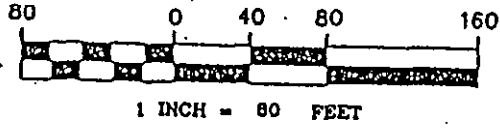
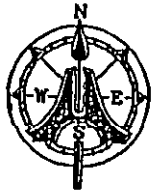
NORTH LINE OF SECTION 2,  
TOWNSHIP 45 SOUTH, RANGE 24 EAST



PAGE 1 OF 3

EXHIBIT A

THIS IS NOT A SURVEY



PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

*J.R. Brandenburg*  
J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2995

LEGAL DESCRIPTION AND SKETCH SHEET 1 OF 3

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

AIM Engineering & Surveying, Inc.  
5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33870  
941/332-4569  
FX:941/332-8734

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: M.JZ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RCC 2-45S-24E
	COUNTY: LEE COUNTY

7107KENN.DWG



**SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S00°05'31"E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE FORMER SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°07'31"E, A DISTANCE OF 303.70 FEET; THENCE RUN S89°54'29"W, A DISTANCE OF 159.34 FEET; THENCE RUN N00°05'31"W, A DISTANCE OF 140.81 FEET; THENCE RUN S89°06'31"W, A DISTANCE OF 366.87 FEET; THENCE RUN N50°05'27"E, A DISTANCE OF 85.06 FEET; THENCE RUN N14°44'38"W, A DISTANCE OF 114.92 FEET; THENCE RUN N00°43'30"W; A DISTANCE OF 55.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF 00°18'45", A CHORD BEARING OF N87°37'35"W, AND A CHORD DISTANCE OF 48.90, AN ARC DISTANCE OF 48.90 FEET; THENCE RUN S87°01'16"E, A DISTANCE OF 10.01 FEET; THENCE RUN S87°37'14"E, A DISTANCE OF 15.14 FEET; THENCE RUN S74°45'22"E, A DISTANCE OF 51.08 FEET; THENCE RUN S87°08'34"E, A DISTANCE OF 173.17 FEET; THENCE RUN S88°08'34"E, A DISTANCE OF 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF S88°13'36"E, AND A CHORD DISTANCE OF 33.85 FEET, AN ARC DISTANCE OF 33.85 FEET; THENCE RUN S58°25'58"E; A DISTANCE OF 41.60 FEET.

SAID LANDS CONTAINING 2.690 ACRES, MORE OR LESS.

SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

PARCEL 802:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 103, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S00°05'31"E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET; THENCE RUN N58°25'58"W, A DISTANCE OF 21.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N58°25'58"W, A DISTANCE OF 20.05 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN ALONG SAID CURVE, HAVING A RADIUS OF 11,553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF N88°13'36"W, AND A CHORD DISTANCE OF 33.85 FEET, A DISTANCE OF 33.85 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.00 FEET THENCE RUN N87°08'34"W, A DISTANCE OF 173.17 FEET; THENCE RUN N74°45'22"W, A DISTANCE OF 51.08 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 15.14 FEET; THENCE RUN N87°01'16"W, A DISTANCE OF 10.01 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF

PREPARED BY:  
AJN ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2993

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
AJN Engineering & Surveying, Inc.



3300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX: 941/332-8734

LEGAL DESCRIPTION AND SKETCH: SHEET 2 OF 0

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: MJJ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RC: 2-45S-24E
	COUNTY: LEE COUNTY

EXHIBIT A  
PAGE 2 OF 3

SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST-1  
LEE COUNTY, FLORIDA

00°18'45", A CHORD BEARING OF N87°37'35"W, AND A CHORD DISTANCE OF 48.90, A DISTANCE OF 48.90 FEET, THENCE RUN S00°43'30"E, A DISTANCE OF 10.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8954.00 FEET, A DELTA OF 00°18'40", A CHORD BEARING OF S87°37'25"E, AND A CHORD DISTANCE OF 48.62 FEET, A DISTANCE OF 48.62 FEET; THENCE RUN S 87°02'00" E, A DISTANCE OF 10.01 FEET; THENCE RUN S87°37'14"E, A DISTANCE OF 13.73 FEET; THENCE RUN S74°45'22"E, A DISTANCE OF 51.04 FEET; THENCE RUN S87°08'34"E, A DISTANCE OF 174.34 FEET; THENCE RUN S88°08'34"E, A DISTANCE OF 125.09 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF S88°16'11"E, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 4,655 SQUARE FEET, MORE OR LESS.

AND ALSO SUBJECT TO 50' ROADWAY EASEMENT DESCRIBED IN O.R. 1237, PG. 61.

AND ALSO SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 802, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S 00°05'31" E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET, THENCE RUN N 58°25'58" W, A DISTANCE OF 113 FEET TO THE POINT OF BEGINNING; THENCE RUN N58°25'58"W, A DISTANCE OF 20.42 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF N88°16'11"W, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.09 FEET; THENCE RUN N87°08'34"W, A DISTANCE OF 174.34 FEET; THENCE RUN N74°45'22"W, A DISTANCE OF 51.04 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 13.73 FEET; THENCE RUN N87°02'00"W, A DISTANCE OF 8.58 FEET, TO THE EASTERLY LINE OF A ROADWAY EASEMENT DESCRIBED IN OFFICIAL RECORD BOOK 1237, PAGE 61, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE RUN S00°43'30"E, A DISTANCE OF 36.38 FEET; THENCE CONTINUE ALONE SAID EASTERLY LINE S14°44'38"E, A DISTANCE OF 108.77 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD EASEMENT RUN S75°15'22"W, A DISTANCE OF 26.11 FEET; THENCE RUN S00°41'21"E, A DISTANCE OF 59.27 FEET, TO THE NORTHERLY LIMITS OF PROPOSED POND NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NUMBER 6551; THENCE RUN N89°06'31"E, ALONG SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 44.02 FEET; THENCE RUN N00°43'30"W, LEAVING SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 183.67 FEET; THENCE RUN S87°08'41"E, A DISTANCE OF 200.22 FEET; THENCE RUN S88°08'23"E, A DISTANCE OF 194.13 FEET, TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 11,618 SQUARE FEET, MORE OR LESS.

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2393

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

AIM Engineering & Surveying, Inc.



3300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX:941/332-8734

LEGAL DESCRIPTION AND SKETCH SHEET 3 OF 3

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RGC 2-45S-24E
	COUNTY: LEE COUNTY

EXHIBIT A  
PAGE 3 OF 3

This document prepared by

\_\_\_\_\_  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Project: \_\_\_\_\_  
Parcel: \_\_\_\_\_  
STRAP No: \_\_\_\_\_

**REAL ESTATE SALES AGREEMENT**

THIS AGREEMENT for real estate purchase and sale is made this \_\_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and \_\_\_\_\_ (Buyer) whose address is \_\_\_\_\_, as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller agrees to sell and Buyer agrees to purchase all right, title and interest in that certain parcel of land located in Lee County, Florida, and legally described in "Exhibit A" attached to this agreement.

2. **PURCHASE PRICE:** The purchase price for the property is \$ \_\_\_\_\_, payable by certified funds at closing.

3. **DEPOSIT:** Seller acknowledges receipt of \$ \_\_\_\_\_ from Buyer as a deposit that will be credited against the purchase price at closing.

→ 4. **TITLE:** At closing, Seller will convey to Buyer title to the property by Statutory Deed. The parties understand and agree that Buyer is purchasing the property in an "as is" condition and no express or implied warranties or guarantees exist with respect to marketable title, the condition of structures on the property, or the ability of Buyer to obtain title insurance on the property. Buyer acknowledges responsibility for any inquiries or investigations regarding property title or the condition of structures on the property. The parties also agree that Seller has no obligation or liability for the cost to correct any deficiencies discovered by Buyer through investigation or inquiry.

5. **DOCUMENTS AND EXPENSES:** Seller will prepare and execute the Statutory Deed. Buyer is responsible for all other costs resulting under this agreement including but not limited to documentary stamps on deeds, survey or audit costs, special assessment costs that become payable after closing, broker's fees, and other types of closing costs.

6. **TIME AND BINDING AGREEMENT:**

- a. Time is of the essence for closing this transaction.
- b. Buyer's written acceptance of this offer constitutes a binding agreement between the parties, their successors and assigns for the purchase and sale of the property.

**7. FAILURE OF PERFORMANCE; ATTORNEY'S FEES:**

- a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree Seller may, after providing written notice to Buyer as to default, retain all deposits paid by Buyer as the agreed upon liquidated damages, consideration for this agreement and as full settlement of any claims. Thereafter, both parties are relieved of any further obligation under this agreement.
- b. If Seller alone defaults or otherwise fails to perform under this agreement, after 30 days written notice from the Buyer to Seller concerning the default, the parties agree Buyer may terminate this agreement and receive a refund of any deposits paid to Seller as agreed upon damages and full settlement of any claims. Thereafter, both parties are relieved of any further obligations under this agreement.
- c. The prevailing party in any litigation arising out of this agreement is entitled to receive reasonable attorney's fees.

**8. CLOSING:** Closing shall take place during normal business hours at such location as Seller may select, within 90 days after the date the Boards of County Commissioners award the sale of subject property to the buyer.

**9. AMENDMENT, OTHER AGREEMENTS:** Any amendments to the provisions of this agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This agreement represents the entire agreement between the parties.

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer (Date)

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Buyer

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Buyer (Date)

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Buyer

ATTEST:  
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

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


APPROVED AS TO FORM

\_\_\_\_\_  
Office of County Attorney

**MEMORANDUM  
FROM  
COUNTY LANDS**

DATE: August 26, 2002

To: Earl Pflaumer  
Purchasing Agent  
Division of Purchasing Services

FROM:   
Karen L.W. Forsyth  
Director

RE: **Formal Quote No. Q-020410  
Vacant property located at 1880 Colonial Boulevard,  
Fort Myers**

Our office recommends the acceptance of the quote submitted by First Home Builders of Florida, for the sale of the above referenced property in the amount of \$756,551.00. This was the sole responsive quote submitted.

If you need anything further, please call Robert Clemens at extension 8747. Thanks for all of your help on this project.

**STAFF REVIEW**

6-17-02  
**Date**

**W. MICHAEL MAXWELL  
& ASSOCIATES, INC.**  
APPRAISER/CONSULTANT/REALTOR

**RECEIVED**  
MAY 20 2002

**COUNTY LANDS**

2550 First Street  
Fort Myers, Florida 33901

(941) 337-0555  
(941) 337-3747 - FAX

**ASSOCIATE APPRAISERS**

William E. McInnis  
State-Certified General Appraiser  
Certification 0002232

Timothy D. Rieckhoff  
State-Certified General Appraiser  
Certification 0002261

Gerald A. Hendry  
State-Certified General Appraiser  
Certification 0002245



**W. MICHAEL MAXWELL, MAI, SRA**  
State-Certified General Appraiser  
Certification 0000055

e-mail-appr@maxwellappraisal.com  
web-www.maxwellappraisal.com

17 May 2002

Lee County Department of Public Works  
Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Attention: Mr. Robert Clemens  
Acquisition Program Manager

Re: Appraisal of 2.69 acres vacant commercial located in  
Section 02-45-24, Fort Myers, Florida (STRAP #02-  
45-24-P2-00066.0010)

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis have been made of the above property for the purpose of estimating the market value of the undivided fee simple interest in the land as if free and clear of all liens, mortgages, encumbrances, and/or encroachments except as amended in the body of this report.

Market value for this purpose is understood to be the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

As per the Uniform Standards of Professional Appraisal Practice, the appraiser is given three report writing options. These options would include either a self-contained report format, summary report, or restricted use report. A restricted use report format has been requested and will be used for this appraisal. A restricted use appraisal format is limited to the use of the client only. Any third party user is an unintended user. Additional information may be needed in order to understand all facets of the restricted use appraisal format. In this case, all appropriate approaches to value have been used. The subject property is appraised as vacant and as such, only the Sales Comparison Approach to Value was used. The Cost and Income Approaches to Value do not apply in the valuation of vacant land.

The function or intended use of this report is understood to be for use as a basis of value in the possible sale of the subject property by Lee County. The subject property has been declared as surplus land and Lee County will be attempting to market the property.

By reason of my investigation and analysis, data contained in this report, and my experience in the real estate appraisal business, it is my opinion that the market value of the subject property, as of 14 May 2002 (date of inspection), is:

**SEVEN HUNDRED THREE THOUSAND DOLLARS ..... (\$703,000.00)**

Respectfully submitted,



W. Michael Maxwell, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055



W. MICHAEL MAXWELL  
MAI, SRA

## EXECUTIVE SUMMARY

<b>OWNER OF RECORD:</b>	Lee County (per 2001 Lee County tax roll)
<b>LOCATION:</b>	The subject property is located on the south side of Colonial Boulevard immediately west of and behind the Baer's Furniture Gallery in Section 02-45-24, Fort Myers, Florida
<b>LAND AREA:</b>	2.69 acres (117,176 square feet)
<b>IMPROVEMENTS:</b>	None
<b>ZONING/LAND USE:</b>	B-1 (Business Retail)
<b>HIGHEST AND BEST USE:</b>	Commercial Development
<b>ESTIMATE OF VALUE - COST APPROACH:</b>	N/A
<b>ESTIMATE OF VALUE - SALES COMPARISON APPROACH:</b>	\$703,000
<b>ESTIMATE OF VALUE - INCOME APPROACH:</b>	N/A
<b>FINAL VALUE ESTIMATE:</b>	\$703,000 (\$6.00 p.s.f.)
<b>INTEREST APPRAISED:</b>	Fee Simple
<b>DATE OF VALUATION:</b>	14 May 2002
<b>APPRAISER:</b>	W. Michael Maxwell, MAI, SRA
<b>COMMENTS:</b>	The reader should note that this appraiser previously appraised the subject property in 1997 at \$8.00 per square foot. The price has been reduced since that date to \$6.00 per square foot. This is due, in large part, to the changed access and new market sales which indicate a lower value.



## EXECUTIVE SUMMARY

<b>OWNER OF RECORD:</b>	Lee County (per 2001 Lee County tax roll)
<b>LOCATION:</b>	The subject property is located on the south side of Colonial Boulevard immediately west of and behind the Baer's Furniture Gallery in Section 02-45-24, Fort Myers, Florida
<b>LAND AREA:</b>	2.69 acres (117,176 square feet)
<b>IMPROVEMENTS:</b>	None
<b>ZONING/LAND USE:</b>	B-1 (Business Retail)
<b>HIGHEST AND BEST USE:</b>	Commercial Development
<b>ESTIMATE OF VALUE - COST APPROACH:</b>	N/A
<b>ESTIMATE OF VALUE - SALES COMPARISON APPROACH:</b>	\$703,000
<b>ESTIMATE OF VALUE - INCOME APPROACH:</b>	N/A
<b>FINAL VALUE ESTIMATE:</b>	\$703,000 (\$6.00 p.s.f.)
<b>INTEREST APPRAISED:</b>	Fee Simple
<b>DATE OF VALUATION:</b>	14 May 2002
<b>APPRAISER:</b>	W. Michael Maxwell, MAI, SRA

**THE APPRAISAL PROCESS:**

The purpose of this appraisal is to estimate the market value of the subject property. The subject property is vacant land and, as such, only the Sales Comparison Approach to Value applies. The Cost and Income Approaches to Value do not apply in the valuation of vacant land.

Included in the Addenda to this report are five recent comparable land sales which were used for valuation purposes. Also included in the Addenda to this report is a sales map indicating the location of each of these sales in relation to the subject property. The reader will note that all of these sales are located in close proximity to the subject property, especially Sales 1 and 3 which are located along or near Colonial Boulevard near the subject property. All of these sales were analyzed on a Square Foot Basis as the market typically acquires commercial properties utilizing this multiplier. The five sales can be summarized as follows:

<u>SALE</u>	<u>DATE</u>	<u>SALE PRICE</u>	<u>SIZE SQ. FT.</u>	<u>P.S.F.</u>
1	2/01	\$2,200,000	250,906	\$8.77
2	8/01	\$ 525,000	87,200	\$6.02
3	1/01	\$ 900,000	199,025	\$4.52
4	1/00	\$1,219,700	152,473	\$8.00
5	6/00	\$ 205,000	34,358	\$5.97

The five comparable sales range in value from \$4.52 per square foot up to \$8.77 per square foot. Sale 1 is the adjacent contiguous Baer's Furniture Gallery site. This property sold in February 2001 for \$8.77 per square foot. This property obviously sets the upper limit of value as it is a corner parcel and enjoys U.S. 41 (Cleveland Avenue) facing. This is an important "benchmark" sale as

## Comparables Matrix

Sales History within 5 years prior to 2002.

### Comparable Sale 1

Sale Date	Purchase Price
02/01	\$8.77/sq.ft.
02/01	\$6.90/sq.ft.

### Comparable Sale 2

Sale Date	Purchase Price
08/01	\$6.02/sq.ft.

### Comparable Sale 3

Sale Date	Purchase Price
01/01	\$4.52/sq.ft.

### Comparable Sale 4

Sale Date	Purchase Price
01/00	\$8.00/sq.ft.

### Comparable Sale 5

Sale Date	Purchase Price
06/00	\$5.97/sq.ft.

**W. MICHAEL MAXWELL  
& ASSOCIATES, INC.**  
APPRAISER/CONSULTANT/REALTOR

**ASSOCIATE APPRAISERS**

William E. McInnis  
State-Certified General Appraiser  
Certification 0002232

Timothy D. Rieckhoff  
State-Certified General Appraiser  
Certification 0002261

Gerald A. Hendry  
State-Certified General Appraiser  
Certification 0002245



**W. MICHAEL MAXWELL, MAI, SRA**  
State-Certified General Appraiser  
Certification 0000055

2550 First Street  
Fort Myers, Florida 33901

(941) 337-0555  
(941) 337-3747 - FAX

e-mail-max2550@aol.com

4 December 1997

Lee County Board of County Commissioners  
Office of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Attn: Ms. Karen L.W. Forsyth  
County Lands Director

Re: Appraisal of vacant 2.69 acre commercial  
tract in Section 02-45-24, Colonial  
Boulevard, Fort Myers, Florida

Dear Ms. Forsyth:

Pursuant to your request, an inspection and analysis has been made of the above property, which is legally described in the attached summary appraisal report, for the purpose of estimating the market value of the undivided fee simple interest in the land as if free and clear of all liens, mortgages, encumbrances and/or encroachments.

Market value for this purpose is understood to be the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably, and assuming the price is not affected by undue stimulus.

As per the Appraisal Standards Board Advisory Opinion G-11 and Standards Rule 2-2 of USPAP (Uniform Standards of Professional Appraisal Practice), the appraiser is given three report writing options. These options would include either a self-contained report format, summary report, or restricted report. A summary report format has been requested and will be used for this appraisal. The only difference between the self-contained appraisal report and the summary appraisal report is the level of detail of presentation. All appropriate approaches to value and methodologies must be used, regardless of the appraisal format. This appraisal report is what is also classified as a complete appraisal report, with no departure provisions having been invoked as per USPAP.

By reason of my investigation and analysis, data contained in this report, and my experience in the real estate appraisal business, it is my opinion that the market value of the subject property, as of 20 November 1997, is:

**NINE HUNDRED THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS.....**  
.....(**\$937,500.00**)

Respectfully submitted,



W. Michael Maxwell, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055



W. MICHAEL MAXWELL  
MAI, SRA

## EXECUTIVE SUMMARY

**OWNER OF RECORD:** Lee County (per 1996 Lee County tax roll).

**LOCATION:** South side of Colonial Boulevard, Fort Myers, Florida.

**LAND AREA:** Irregular, "L" shaped parcel containing 2.69 acres or 117,176 square feet as per AIM Engineering and Surveying, Inc. survey dated 29 October 1997.

**IMPROVEMENTS:** None

**ZONING/LAND USE:** B-1 (Business)

**INTEREST TO BE APPRAISED:** Fee Simple

**HIGHEST AND BEST USE:** Commercial Development

**ESTIMATE OF VALUE - Cost Approach** N/A

**ESTIMATE OF VALUE - Market Approach** \$937,500

**ESTIMATE OF VALUE - Income Approach** N/A

**FINAL VALUE ESTIMATE:** \$937,500

**DATE OF APPRAISAL:** 20 November 1997

**APPRAISER:** W. Michael Maxwell, MAI, SRA

**SPECIAL ASSUMPTIONS:** This appraisal assumes that the subject property can drain into the adjacent retention lake for water management purposes. There is an incremental value associated therefore with the property as a result of this adjacent retention lake. However, the South Florida Water Management District may or may not recognize this retention lake once development permits are applied for. Parcel 816 (see Site Location Map) will be moved to near the west property line where the actual below ground culverts are located. This appraisal assumes that this easement will be moved to the west boundary as no building improvements can be placed on this easement.

**ANALYSIS OF LAND SALES:**

The preceding six vacant land sales are believed to be the most recent and similar sales available for direct comparison purposes. These sales can be summarized as follows:

<u>SALE NO.</u>	<u>DATE</u>	<u>P.S.F.</u>
1	6/93	\$ 8.09
2	1/91	\$ 8.43
3	3/97	\$15.64
4	12/92	\$14.37
5	1/95	\$ 6.34
6	7/93	\$ 5.78

The sales sold over about a six year period from January 1991 through March 1997. The appraiser also considered several other sales along U.S. 41 and Colonial Boulevard which were used for general support purposes. The preceding six sales are believed to be most comparable.

Sale 1 sold in June 1993 for \$8.09 P.S.F. This property is located on the east side of U.S. 41, southeast of the subject property. This property is now improved with a Pep Boys retail outlet. This sale location is considered to be similar as it has interior orientation.

The sales range in value from \$5.78 P.S.F. up to \$15.64 P.S.F. The two high indications (Sales 3 and 4) set the extreme upper limit of value and should be adjusted downward. Sales 5 and 6 are considered to be generally similar due to their Colonial Boulevard orientation, but inferior as they are east of U.S. 41 and farther away than the subject. Heavier weight was given to Sales 1 and 2 as they are located along U.S. 41 and are interior sites. The appraiser estimates the land value for the subject site to be \$8.00 P.S.F. The total property value can be estimated as follows:

2.69 Acres or 117,176 Sq. Ft. @ \$8.00 P.S.F. =	\$937,411
Rounded to, Say	<u>\$937,500</u>



## Comparables Matrix

Sales History within 5 years prior to 1997.

### Comparable Sale 1

Sale Date	Purchase Price
06/93	\$8.09/sq.ft.

### Comparable Sale 2

Sale Date	Purchase Price
01/91	\$8.43/sq.ft.

### Comparable Sale 3

Sale Date	Purchase Price
03/97	\$15.64/sq.ft.

### Comparable Sale 4

Sale Date	Purchase Price
08/93	\$41.60/sq.ft.
12/92	\$13.73/sq.ft.

### Comparable Sale 5

Sale Date	Purchase Price
10/01	\$14.09/sq.ft.
07/95	\$17.06/sq.ft.
01/95	\$6.35/sq.ft.

### Comparable Sale 6

Sale Date	Purchase Price
07/93	\$5.78/sq.ft.
05/92	\$3.81/sq.ft.

This document prepared by  
County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

# ATTACHMENT #9

Project: US 41/Colonial Interchange, No. 6651 Surplus  
STRAP No: 02-45-24-P2-00066.0010

## REAL ESTATE SALES AGREEMENT

**THIS AGREEMENT** for real estate purchase and sale is made this 14<sup>th</sup> day of August, 2002, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and First Home Builders of Florida \_\_\_\_\_, (Buyer) whose address is Attn: Kevin Berth, 2503 Del Prado Boulevard, Cape Coral, FL 33904, as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller agrees to sell and Buyer agrees to purchase all right, title and interest in that certain parcel of land located in Lee County, Florida, and legally described in "Exhibit A" attached to this agreement.

2. **PURCHASE PRICE:** The purchase price for the property is \$ 756,551.00, payable by certified funds at closing. Also, Buyer agrees to convey to Seller, at time of closing, the drainage easement and utility easement, attached hereto and made a part hereof, identified as attachments "A" and "B."

3. **DEPOSIT:** Seller acknowledges receipt of \$ 75,655.10 from Buyer as a deposit that will be credited against the purchase price at closing.

4. **TITLE:** At closing, Seller will convey to Buyer title to the property by Statutory Deed. The parties understand and agree that Buyer is purchasing the property in an "as is" condition and no express or implied warranties or guarantees exist with respect to marketable title, the condition of structures on the property, or the ability of Buyer to obtain title insurance on the property. Buyer acknowledges responsibility for any inquiries or investigations regarding property title or the condition of structures on the property. The parties also agree that Seller has no obligation or liability for the cost to correct any deficiencies discovered by Buyer through investigation or inquiry.

5. **DOCUMENTS AND EXPENSES:** Seller will prepare and execute the Statutory Deed. Buyer is responsible for all other costs resulting under this agreement including but not limited to documentary stamps on deeds, survey or audit costs, special assessment costs that become payable after closing, broker's fees, and other types of closing costs.

6. **TIME AND BINDING AGREEMENT:**

- a. Time is of the essence for closing this transaction.
- b. Buyer's written acceptance of this offer constitutes a binding agreement between the parties, their successors and assigns for the purchase and sale of the property.

0.

**7. FAILURE OF PERFORMANCE; ATTORNEY'S FEES:**

- a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree Seller may, after providing written notice to Buyer as to default, retain all deposits paid by Buyer as the agreed upon liquidated damages, consideration for this agreement and as full settlement of any claims. Thereafter, both parties are relieved of any further obligation under this agreement.
- b. If Seller alone defaults or otherwise fails to perform under this agreement, after 30 days written notice from the Buyer to Seller concerning the default, the parties agree Buyer may terminate this agreement and receive a refund of any deposits paid to Seller as agreed upon damages and full settlement of any claims. Thereafter, both parties are relieved of any further obligations under this agreement.
- c. The prevailing party in any litigation arising out of this agreement is entitled to receive reasonable attorney's fees.

**8. CLOSING:** Closing shall take place during normal business hours at such location as Seller may select, within 195 days after the date the Boards of County Commissioners award the sale of subject property to the buyer.

**9. AMENDMENT, OTHER AGREEMENTS:** Any amendments to the provisions of this agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This agreement represents the entire agreement between the parties.

Cindy Kay Price  
Witness

CINDY KAY PRICE  
Printed Name of Witness

Shirley L. Wilkinson  
Witness

SHIRLEY L. WILKINSON  
Printed Name of Witness

ATTEST:  
CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

[Signature] 8/14/02  
Buyer (Date)

JAMES E. Sublett  
Printed Name of Buyer

[Signature] 8-14-2002  
Buyer (Date)

KEVIN J. BERTH  
Printed Name of Buyer

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

APPROVED AS TO FORM

\_\_\_\_\_  
Office of County Attorney

## AMENDMENTS

Firm Submitting Bid: First Home Builders of Florida  
Title: Sale of Property located at 1880 Colonial Blvd. In Fort Myers, Florida  
Project Number: Q-020410  
Quotation Number: Q-020410

### MODIFICATION TO PROPOSAL QUOTE FORM FOR THE SALE OF PROPERTY LOCATED AT 1880 COLONIAL BLVD., FORT MYERS, FLORIDA

THIS MODIFICATION TO PROPOSAL FORM FOR THE SALE OF PROPERTY LOCATED AT 1880 COLONIAL BLVD., FORT MYERS, FLORIDA (hereinafter referred to as the "Modification") is submitted by First Home Builders of Florida (hereinafter referred to as "First Homes" or "Buyer") as part of the Lee County of Southwest Florida's (hereinafter referred to as "Lee County" or "Seller") Proposal Quote Form for the sale of property located at 1880 Colonial Blvd., Fort Myers, Florida (hereinafter referred to as the "Proposal Quote"), and any terms and/or conditions of this Modification shall take precedence over and control the terms and conditions of the Proposal Quote and all terms and conditions of the Request for Quotation for the Sale of Property located at 1880 Colonial Blvd. in Fort Myers, Florida (hereinafter referred to as the "property" or "Premises").

1. CONTINGENCY. The Proposal Quote is contingent upon the following matters:

A. SURVEY. Within ninety (90) days of Lee County's acceptance of the Proposal Quote, First Home may, at their expense, cause a survey to be prepared. Said survey shall: (i) be certified to First Homes and any lender and shall be in compliance with ALTA minimum standards for land title surveys; (ii) show the boundary lines of the property; (iii) spot all permanent improvements to the property; (iv) show all such improvements to be entirely located within the boundary lines of the Premises; (v) show no encroachments, over boundary lines, easements and rights of ways; (vi) show the location and course of all visible and recorded easements and rights of way; (vii) show access from the property to public rights of ways and; (viii) show utilities, including water, storm sewer, and gas lines, if applicable, to the point of connection with the public system, if such connection exists, or access to such systems from the Premises. Said survey shall meet with First Home's approval. In the event the Survey is unacceptable to First Homes in its sole and absolute discretion, then First Homes shall have the right to terminate and cancel the Proposal Quote and receive and have returned any and all deposits.

B. TITLE COMMITMENT; TITLE POLICY, First Homes may, at it's expense, within ninety (90) days of Lee County's acceptance of the Proposal Quote (based on Florida minimum promulgated rate), procure from a title agent selected by First Homes, a Commitment for Title Insurance ("Commitment"), insuring First Homes and any lender procured by First Homes, setting forth the state of title to the property and all exceptions and restrictions of record including deed restrictions, liens, covenants and easements. Said Commitment shall indicate that Seller is the sole owner of the property, that it is fully authorized to convey the property and it shall indicate the amount of any real estate taxes attributable to the property. Along with such Commitment, First Homes shall also obtain copies of all documents affecting the property and reflected in the Commitment. In the event any exceptions appear in such Commitment, other than the standard printed exceptions, or title documents or in the Survey that are unacceptable to First Homes, then First Homes in its sole and absolute discretion shall have the right to terminate and cancel the Proposal Quote and receive and have returned any and all deposits.

C. PERMITS. First Homes shall obtain and have any and all permits and authorizations from each and every governmental and utility entity, including PUD approval if deemed

necessary by First Homes, for the construction of ten (10) model homes, parking lot and associated improvements for the construction of a "home sale super center" as designed and approved by Buyer in its sole and absolute discretion. If First Homes is unable to obtain said permits and/or authorizations within one hundred eighty (180) days of Lee County's acceptance of the Proposal Quote, then First Homes shall have the right to terminate and cancel the Proposal Quote and receive and have returned any and all deposits.

2. **FEASIBILITY PERIOD.** First Homes shall, at its expense, have ninety (90) days from Lee County's acceptance of the Proposal Quote to conduct and make such feasibility studies as First Homes deems necessary, including but not limited to, engineering studies, soil analysis, core drilling, zoning studies, mechanical studies, sewer studies, environmental studies, including but not limited to a Phase I environmental audit, and conduct any and all physical inspections of the property (the "Feasibility Period"). Lee County shall cooperate with First Homes in making such inspections and allow First Homes full access during reasonable business hours to the property for the purpose of such inspections. First Homes shall notify Lee County not less than one (1) business day in advance of making any such inspections. First Homes agrees to reimburse Lee County for any damage caused to the property resulting from any of said inspections and First Homes agrees to indemnify and hold Lee County harmless for any loss, damage, injury, whether to persons or property, which First Homes, its officers, directors, agents, employees, successors and assigns may suffer during said inspections.

In the event that First Homes determines, in Buyer's sole and absolute discretion prior to the expiration of the Feasibility Period, that the acquisition of the Premises is not desirable, then the Proposal Quote shall automatically cancel and terminate upon written notice to Lee County prior to the expiration of the Feasibility Period. If First Homes does not give timely notice to Lee County of its election to cancel and terminate, then the election shall be deemed to establish that First Home's findings upon inspection of the property and examination of related documents and records furnished or made available by Lee County are satisfactory and acceptable to it and that First Homes intends to close, subject only to (i) the failure of Lee County to perform all of its obligations hereunder and (ii) satisfaction of all conditions hereof. Should First Homes elect to cancel and terminate the Proposal Quote as a result of said inspections, in its sole and absolute discretion, then any and all deposits shall be refunded to First Homes, to the extent paid, in which event neither First Homes nor Lee County shall have any further rights, duties or obligations under the Proposal Quote, except as otherwise expressly provided therein or herein.

3. **CLOSING DATE.** The consummation of the transaction ("Closing Date") contemplated herein ("Closing") shall take place at the offices of the title agent on or before the expiration of one hundred ninety five (195) days of Lee County's acceptance of the Proposal Quote. The actual closing date will be designated by First Homes by written notice to Lee County at least ten (10) days prior to thereto, or in the absence of such notice, the actual closing date will be the last business day following the expiration of one hundred ninety five days following Lee County's acceptance of the Proposal Quote.

4. **SELLER'S REPRESENTATIONS.** Seller represents to Buyer that as of the date hereof and the Closing Date, and in the event that any of the representations are deemed to be untrue, Buyer may accept the Premises in its existing condition or BUYER may terminate this Agreement without obligation and receive the return of any and all deposits:

A. There are no Leases, tenancies or other rights of occupancy or use for any portion of the Premises.

B. There is not pending, nor has Seller received a written threat from a public authority of a contemplated condemnation of the Premises or any part thereof.

C. Pending the Closing, Lee County agrees that it will not transfer the property except as herein expressly contemplated or create any easements, liens mortgages, or other encumbrances with respect to the property, except with First Homes prior written consent, except for mortgages or trust deeds which shall be released at or prior to Closing.

D. Seller has full power and authority to enter into and to consummate this transaction, and all actions necessary to authorize the execution of this agreement and conveyance of the property have been taken, such that, upon execution by all parties hereto, this shall be the valid and binding obligation of Lee County and such authority shall be effective on the date of closing.

E. ENVIRONMENTAL AUDIT: BUYER may perform or have preformed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation.

F. There exists ingress and egress to and from the Premises, both vehicular and pedestrian via the driveway at the northwesterly portion of the property. Utilities to and from the Premises are also available.

5. CONDITION OF PREMISES. Subsequent to the acceptance of the Proposal Quote by Lee County and until the Closing Date, Seller agrees that the Premises will be kept in good order in accordance with past practices.

6. CONDITIONS PRECEDENT. The Proposal Quote and Buyer's obligation to close are subject to the following additional express conditions precedent:

A. The continued validity of each and all of the representations of Seller contained herein and in the Proposal Quote in all material respects, as of the Closing Date;

B. The delivery of the Closing documents required to be delivered by Seller described in the Proposal Quote and herein;

C. Updated Title Commitment. Buyer shall have received the Title Commitment, and such Commitment shall be updated at Buyer's expense at Closing with such update showing no change in the status of title as previously approved by Buyer.

D. That there are no restrictions that Seller is aware of on the Premises that would prevent Buyer from using property for its intended use;

In the event the conditions set forth above have not been satisfied to Buyer's satisfaction prior to Closing, the Buyer shall have the right to terminate the Proposal Quote by delivering to Seller a notice in writing of its desire to terminate. In such event any and all deposits shall be return to Buyer. If Buyer fails to satisfy any of the obligation under this agreement, Seller will retain all deposits as liquidate damages without further obligation under the terms of this agreement.

7. PRORATIONS. Taxes and assessments shall be prorated through the day before closing. Cash at closing shall be increased or decreased as may be required by prorations to be made through day prior to closing or occupancy if occupancy occurs before closing. If closing occurs at a date when the current year's millage is not fixed and current year's assessment is available, taxes will be prorated based upon such assessment and prior year's millage. If current year's assessment is not available, then taxes will be prorated on prior year's tax. A tax proration based on an estimate shall, at

request of either party, be readjusted upon receipt of tax bill on condition that a statement to that effect is signed at closing. Certified, confirmed and ratified special assessment liens as of date of closing (not as of Effective Date) are to be paid by Seller. Pending liens as of date of closing shall be assumed by Buyer.

8. NOTICE. All notices allowed or required to be given hereunder must be in writing and delivered in person, by facsimile or by United States certified mail, return receipt requested, and addressed to:

BUYER: First Home Builders of Florida  
Attn: Kevin Berth  
2503 Del Prado Blvd.  
Cape Coral, Florida 33904

With copy to: Michael W. Leonard, P.A.  
2027 McGregor Blvd.  
Fort Myers, Florida 33901

SELLER: Lee County Board of County Commissioners  
Attn: Robert Clemens  
Division of County Lands  
P. O. Box 398  
Fort Myers, Florida 33902-0398

Either party hereto may change the address to which any such notice is to be addressed by giving notice in writing to the other party of such change and delivered in the manner noted hereinabove. Any time limitation provided for in this Modification or the Proposal Quote shall commence on the date that any notification necessary to commence such time limitation is personally delivered or faxed to the recipient, or if mailed by United States mail, on the date of postmark of any return receipt indicating the date of mailing.

9. SUPERIORITY: This Modification shall take precedence over the Proposal Quote. Should any term or condition of this Modification controvert the terms or conditions of the Proposal Quote, the Modification shall prevail.

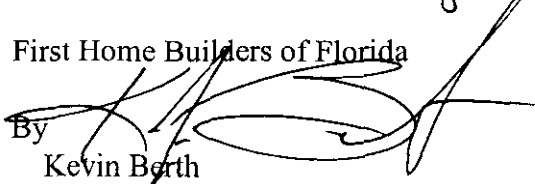
10. JOINT PREPARATION: The preparation of this Modification has been a joint effort of the parties and the resulting documents shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

11. ASSIGNABILITY: Buyer may choose to assign this contract to a mutually owned company, LSA PROPERTIES, LLC, and buyer shall be released from any further liability or obligation due and owing under this Modification to Proposal Quote Form for the Sale of Property Located at 1880 Colonial Blvd, Fort Myers, FL.

DATED this 4<sup>th</sup> day of August, 2002.

Buyer: First Home Builders of Florida

By



Kevin Berth

As: Vice President of Finance  
First Home Builders of Florida

CHARLIE GREEN, CLERK

Seller: LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY  
COMMISSIONERS

BY: \_\_\_\_\_ BY:  
DEPUTY CLERK (DATE)

CHAIRMAN OR VICE CHAIRMAN

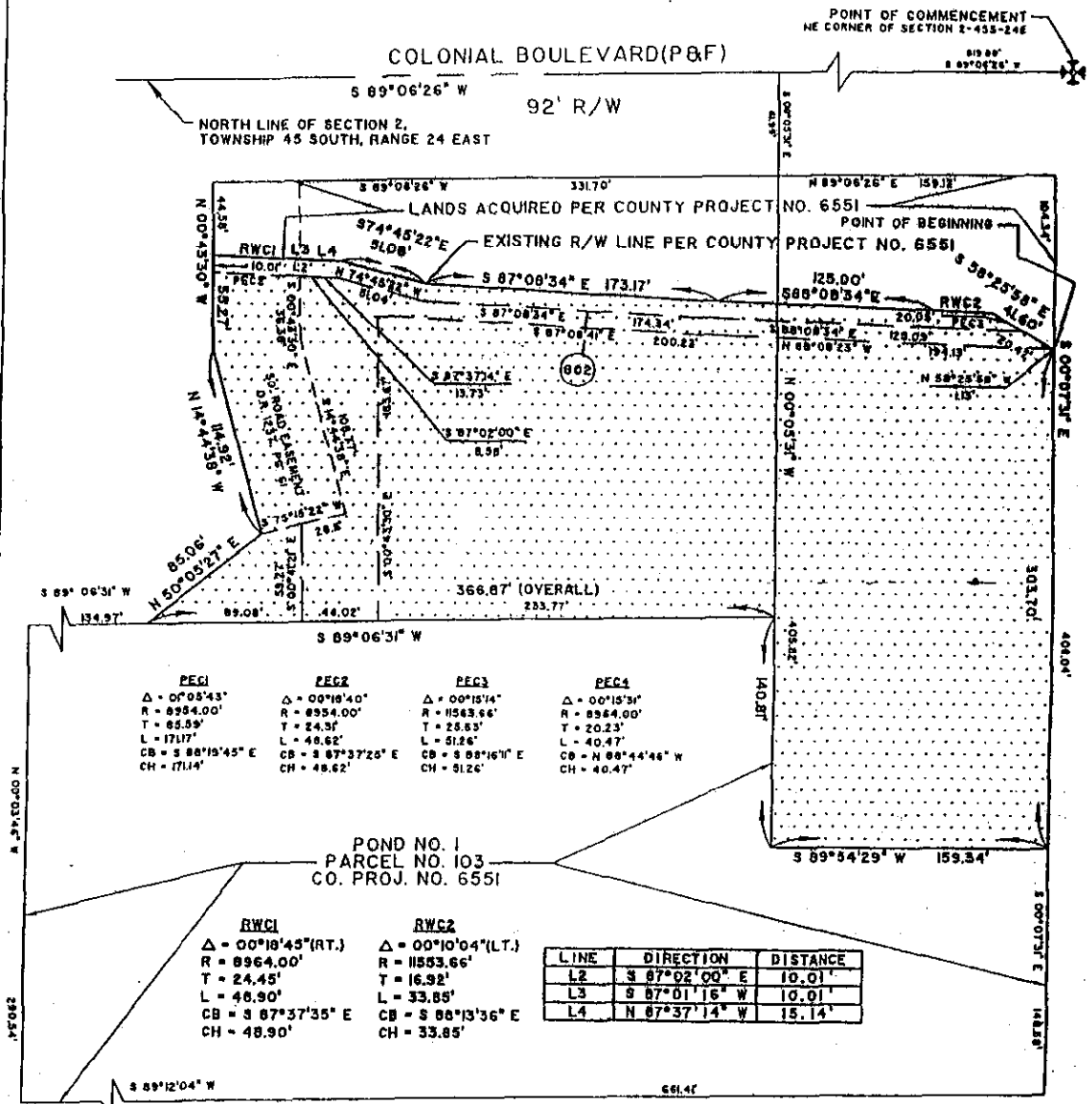
APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

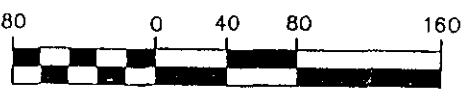
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SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



THIS IS NOT A SURVEY



1 INCH = 80 FEET

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

*J.R. Brandenburg*  
J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2895

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER  
AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
P.O. BOX 1236  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX:941/332-8734

LEGAL DESCRIPTION AND SKETCH SHEET 1 OF 3

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL	DATE: 12-15-97	SEC-TWP-RGE 2-45S-24E	COUNTY: LEE COUNTY
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN	7107KENN.DWG		

**SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S00°05'31"E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE FORMER SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°07'31"E, A DISTANCE OF 303.70 FEET; THENCE RUN S89°54'29"W, A DISTANCE OF 159.34 FEET; THENCE RUN N00°05'31"W, A DISTANCE OF 140.81 FEET; THENCE RUN S89°06'31"W, A DISTANCE OF 366.87 FEET; THENCE RUN N50°05'27"E, A DISTANCE OF 85.06 FEET; THENCE RUN N14°44'38"W, A DISTANCE OF 114.92 FEET; THENCE RUN N00°43'30"W; A DISTANCE OF 55.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF 00°18'45", A CHORD BEARING OF N87°37'35"W, AND A CHORD DISTANCE OF 48.90, AN ARC DISTANCE OF 48.90 FEET; THENCE RUN S87°01'16"E, A DISTANCE OF 10.01 FEET; THENCE RUN S87°37'14"E, A DISTANCE OF 15.14 FEET; THENCE RUN S74°45'22"E, A DISTANCE OF 51.08 FEET; THENCE RUN S87°08'34"E, A DISTANCE OF 173.17 FEET; THENCE RUN S88°08'34"E, A DISTANCE OF 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID HAVING A RADIUS OF 11553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF S88°13'36"E, AND A CHORD DISTANCE OF 33.85 FEET, AN ARC DISTANCE OF 33.85 FEET; THENCE RUN S58°25'58"E; A DISTANCE OF 41.60 FEET.

SAID LANDS CONTAINING 2.690 ACRES, MORE OR LESS.

SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

PARCEL 802:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 103, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S00°05'31"E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET; THENCE RUN N58°25'58"W, A DISTANCE OF 21.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N58°25'58"W, A DISTANCE OF 20.05 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN ALONG SAID CURVE, HAVING A RADIUS OF 11,553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF N88°13'36"W, AND A CHORD DISTANCE OF 33.85 FEET, A DISTANCE OF 33.85 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.00 FEET THENCE RUN N87°08'34"W, A DISTANCE OF 173.17 FEET; THENCE RUN N 74°45'22" W, A DISTANCE OF 51.08 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 15.14 FEET; THENCE RUN N87°01'16"W, A DISTANCE OF 10.01 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2993

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

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX:941/332-8734

LEGAL DESCRIPTION AND SKETCH: SHEET 2 OF 3

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL	
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN	
DATE: 12-15-97	SEC-TWP-RGE 2-45S-24E	COUNTY: LEE COUNTY

**SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

00°18'45", A CHORD BEARING OF N87°37'35"W, AND A CHORD DISTANCE OF 48.90, A DISTANCE OF 48.90 FEET, THENCE RUN S00°43'30"E, A DISTANCE OF 10.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8954.00 FEET, A DELTA OF 00°18'40", A CHORD BEARING OF S87°37'25"E, AND A CHORD DISTANCE OF 48.62 FEET, A DISTANCE OF 48.62 FEET; THENCE RUN S 87°02'00" E, A DISTANCE OF 10.01 FEET; THENCE RUN S87°37'14"E, A DISTANCE OF 13.73 FEET; THENCE RUN S74°45'22"E, A DISTANCE OF 51.04 FEET; THENCE RUN S87°08'34"E, A DISTANCE OF 174.34 FEET; THENCE RUN S88°08'34"E, A DISTANCE OF 125.09 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF S88°16'11"E, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 4,655 SQUARE FEET, MORE OR LESS.

AND ALSO SUBJECT TO 50' ROADWAY EASEMENT DESCRIBED IN O.R. 1237, PG. 61.

AND ALSO SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 802, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S 00°05'31" E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET, THENCE RUN N 58°25'58 W, A DISTANCE OF 1.13 FEET TO THE POINT OF BEGINNING; THENCE RUN N58°25'58"W, A DISTANCE OF 20.42 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF N88°16'11"W, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.09 FEET; THENCE RUN N87°08'34"W, A DISTANCE OF 174.34 FEET; THENCE RUN N74°45'22"W, A DISTANCE OF 51.04 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 13.73 FEET; THENCE RUN N87°02'00"W, A DISTANCE OF 8.58 FEET, TO THE EASTERLY LINE OF A ROADWAY EASEMENT DESCRIBED IN OFFICIAL RECORD BOOK 1237, PAGE 61, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE RUN S00°43'30"E, A DISTANCE OF 36.38 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE S14°44'38"E, A DISTANCE OF 108.77 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD EASEMENT RUN S75°15'22"W, A DISTANCE OF 26.11 FEET; THENCE RUN S00°41'21"E, A DISTANCE OF 59.27 FEET, TO THE NORTHERLY LIMITS OF PROPOSED POND NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NUMBER 6551; THENCE RUN N89°06'31"E, ALONG SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 44.02 FEET; THENCE RUN N00°43'30"W, LEAVING SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 183.67 FEET; THENCE RUN S87°08'41"E, A DISTANCE OF 200.22 FEET; THENCE RUN S88°08'23"E, A DISTANCE OF 194.13 FEET, TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 11,618 SQUARE FEET, MORE OR LESS.

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2995

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER  
AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX:941/332-0734

**LEGAL DESCRIPTION AND SKETCH SHEET 3 OF 3**

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RGE 2-45S-24E
	COUNTY: LEE COUNTY

7107KENN.DWG

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 816  
Project: U.S. 41/Colonial Interchange, No. 6651  
STRAP #: 02-45-24-P2-00066.0010

THIS SPACE FOR RECORDING

PERPETUAL  
STORMWATER DRAINAGE EASEMENT

THIS INDENTURE, made and entered into this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, between \_\_\_\_\_, Owner, whose address is \_\_\_\_\_, hereinafter referred to as Grantor, and LEE COUNTY, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, Florida 33902-0398 hereinafter referred to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors and assigns the use of a drainage easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, and maintain a stormwater drainage pipeline, a catch basin, and other appurtenances, to be located under, across and through the above-described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation of the said line. Grantee shall restore the surface around catch basin to its prior condition at Grantee's expense.

3. The stormwater drainage easement will not be limited to any one (1) diameter size or type and/or number of connections to other stormwater lines for providing drainage. The area of this stormwater drainage easement is reserved for the subsurface pipeline, and catch basin, except it may be used for landscaping (excluding trees), walkways, roadways, drainage way, or similar uses; however, houses, buildings, carports, garages, storage sheds, and other similar type structures may never be built on this easement.

4. Title to the utilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

5. Grantor warrants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor is lawfully seized and possessed of said lands, has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records.

Page 2  
Perpetual Stormwater Drainage Easement  
Parcel: 816  
Project: U.S. 41/Colonial Interchange, No. 6651  
STRAP #: 02-45-24-P2-00066.0010

6. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has hereunto set \_\_\_\_\_ hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of two subscribing witnesses:

(type name of company)

\_\_\_\_\_  
1st WITNESS Signature

By: \_\_\_\_\_  
(type title)

\_\_\_\_\_  
Printed Name of 1st Witness

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
2nd WITNESS Signature

\_\_\_\_\_  
Printed Name of 2nd Witness

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
(name of officer or agent, title of officer or agent)

of \_\_\_\_\_, a \_\_\_\_\_  
(name of corporation acknowledged) (State or place of incorporation)

corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ as  
(type of identification)  
identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, type or stamp name)

**SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 802, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY, PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET; THENCE RUN S 00°05'31" E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET; THENCE RUN N 58°25'58" W, A DISTANCE OF 1.13 FEET TO THE POINT OF BEGINNING; THENCE RUN N58°25'58"W, A DISTANCE OF 20.42 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF N88°16'11"W, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.09 FEET; THENCE RUN N87°08'34"W, A DISTANCE OF 174.34 FEET; THENCE RUN N74°45'22"W, A DISTANCE OF 51.04 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 13.73 FEET; THENCE RUN N87°02'00"W, A DISTANCE OF 8.58 FEET, TO THE EASTERLY LINE OF A ROADWAY EASEMENT DESCRIBED IN OFFICIAL RECORD BOOK 1237, PAGE 61, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE RUN S00°43'30"E, A DISTANCE OF 36.38 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE S14°44'38"E, A DISTANCE OF 108.77 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD EASEMENT RUN S75°15'22"W, A DISTANCE OF 26.11 FEET; THENCE RUN S00°41'21"E, A DISTANCE OF 59.27 FEET, TO THE NORTHERLY LIMITS OF PROPOSED POND NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NUMBER 6551; THENCE RUN N89°06'31"E, ALONG SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 44.02 FEET; THENCE RUN N00°43'30"W, LEAVING SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 183.67 FEET; THENCE RUN S87°08'41"E, A DISTANCE OF 200.22 FEET; THENCE RUN S88°08'23"E, A DISTANCE OF 194.13 FEET, TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 11,618 SQUARE FEET, MORE OR LESS.

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2993

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

AIM Engineering & Surveying, Inc.



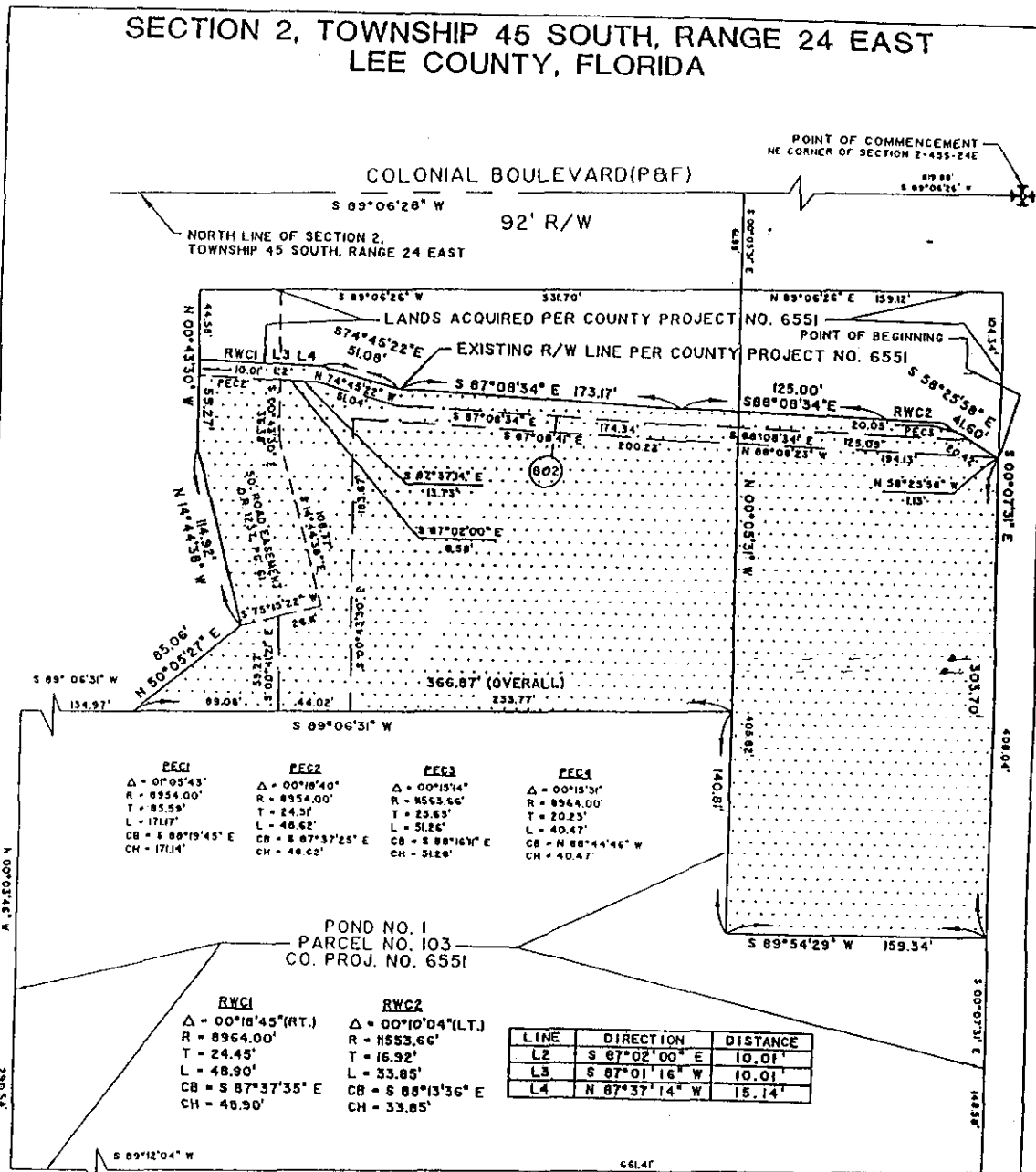
5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4369  
FX:941/332-8734

LEGAL DESCRIPTION AND SKETCH SHEET 3 OF 3

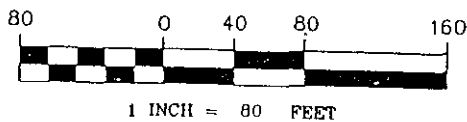
PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: M.J.Z	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	REC-TWP-REC 2-45S-24E
	7107KENN.DWG
	COUNTY: LEE COUNTY

Exhibit "A"

SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



THIS IS NOT A SURVEY



PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC

*J.R. Brandenburg*  
J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2995

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER  
AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX 941/332-0734

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 3

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: MJJ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RGE: 2-45S-24E
	7107KENN DWS COUNTY

Attachment B

This Instrument Prepared by:  
PUBLIC WORKS/COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 802  
Project: U.S. 41/Colonial Interchange,  
No. 6651  
STRAP No.: 02-45-24-P2-00066.0010

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC WATERLINE UTILITY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_,  
19\_\_\_\_, between \_\_\_\_\_, Owners,  
whose address is \_\_\_\_\_  
33903, hereinafter "Grantor", and LEE COUNTY, a political subdivision of  
the State of Florida, whose address is P.O. Box 398, Fort Myers, FL  
33902-0398, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public waterline utility facilities, to include water systems, with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement shall not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is to be reserved for the public utility lines, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds or any other structures shall not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.



Grant of Perpetual Public Utility Easement

Page 2

Parcel: 802

Project: U.S. 41/Colonial Interchange,  
No. 6651

STRAP No.: 02-45-24-P2-00066.0010

4. Title to any public utility facilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records, and accordingly, Grantors will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantee shall have a reasonable right of access across Grantor's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the above-described easement shall be restored by the County or the particular utility providing service, to the condition in which it existed prior to the damage.

7. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, \_\_\_\_\_,

OWNER, has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

\_\_\_\_\_  
1st WITNESS Signature

\_\_\_\_\_  
Owner/Corporation

\_\_\_\_\_  
Printed name of 1st Witness

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

\_\_\_\_\_  
2nd WITNESS Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed name of 2nd Witness

(Corporate Seal)

Grant of Perpetual Public Utility Easement

Page 3

Parcel: 802

Project: U.S. 41/Colonial Interchange,  
No. 6651

STRAP No.: 02-45-24-P2-00066.0010

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day

of \_\_\_\_\_, 19\_\_\_\_, by \_\_\_\_\_  
(name of officer or agent, title of officer or agent)

of \_\_\_\_\_, a \_\_\_\_\_  
(name of corporation acknowledged) (State or place of incorporation)

corporation, on behalf of the corporation. He/she is personally known

to me or has produced \_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Print, type or stamp name)

Exhibit A

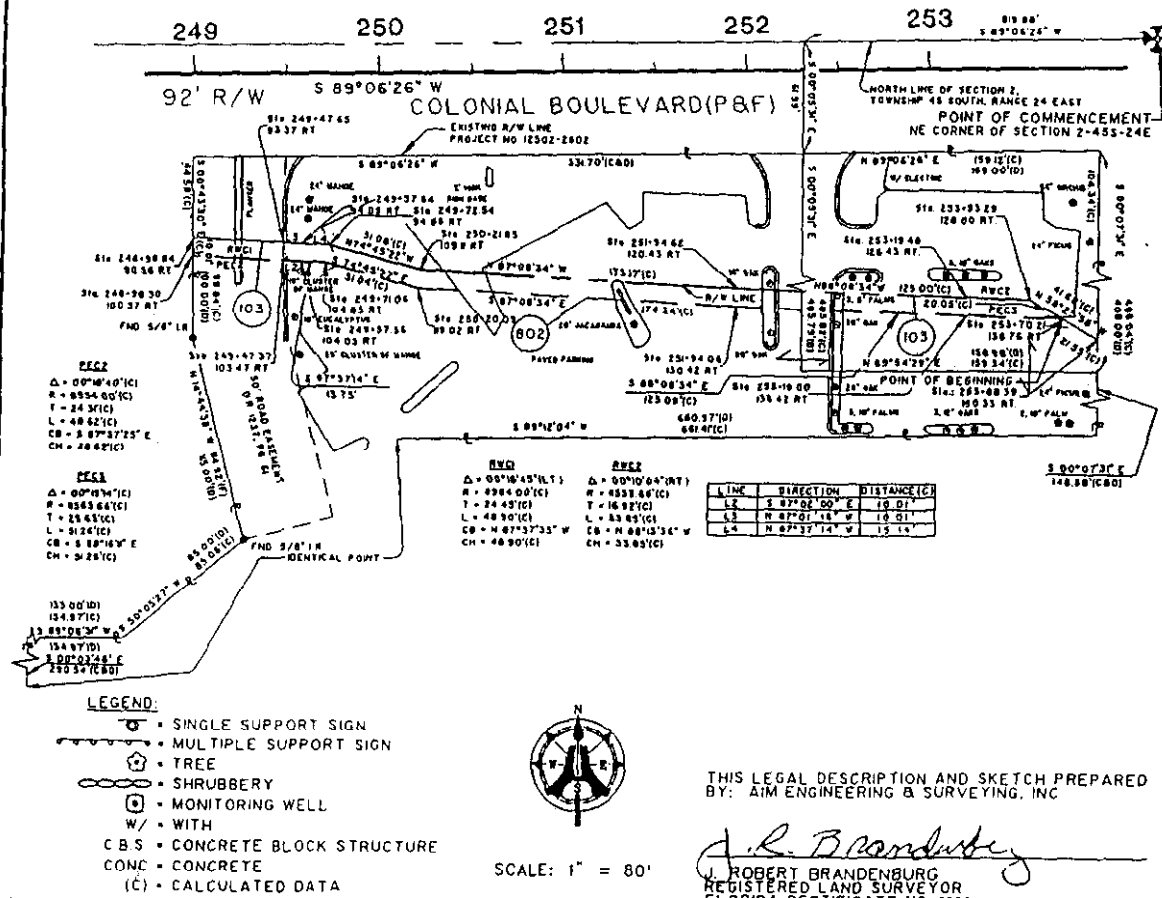
# SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

PARCEL 802:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 103, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S 89°06'26" W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET; THENCE RUN S 00°05'31" E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N 89°06'26" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S 00°07'31" E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET; THENCE RUN N 58°25'58" W, A DISTANCE OF 21.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N 58°25'58" W, A DISTANCE OF 20.05 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN ALONG SAID CURVE, HAVING A RADIUS OF 11,553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF N 88°13'36" W, AND A CHORD DISTANCE OF 33.85 FEET, A DISTANCE OF 33.85 FEET; THENCE RUN N 88°08'34" W, A DISTANCE OF 125.00 FEET THENCE RUN N 87°08'34" W, A DISTANCE OF 173.17 FEET; THENCE RUN N 74°45'22" W, A DISTANCE OF 51.08 FEET; THENCE RUN N 87°37'14" W, A DISTANCE OF 15.14 FEET; THENCE RUN N 87°01'16" W, A DISTANCE OF 10.01 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF 00°18'45", A CHORD BEARING OF N 87°37'35" W, AND A CHORD DISTANCE OF 48.90, A DISTANCE OF 48.90 FEET; THENCE RUN S 00°43'30" E, A DISTANCE OF 10.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8954.00 FEET, A DELTA OF 00°18'40", A CHORD BEARING OF S 87°37'25" E, AND A CHORD DISTANCE OF 48.62 FEET, A DISTANCE OF 48.62 FEET; THENCE RUN S 87°02'00" E, A DISTANCE OF 10.01 FEET; THENCE RUN S 87°37'14" E, A DISTANCE OF 13.73 FEET; THENCE RUN S 74°45'22" E, A DISTANCE OF 51.04 FEET; THENCE RUN S 87°08'34" E, A DISTANCE OF 174.34 FEET; THENCE RUN S 88°08'34" E, A DISTANCE OF 125.09 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF S 88°16'11" E, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; TO THE POINT OF BEGINNING

SAID LANDS CONTAINING 4,655 SQUARE FEET, MORE OR LESS



**AIM Engineering & Surveying, Inc.**  
 5300 LEE BLVD  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 941/332-4569  
 FX:941/332-8734

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 1

PROJECT NUMBER: 6651	DESCRIPTION: LEGAL DESCRIPTION AND SKETCH PARCEL NO. 802
DRAWN BY: MJZ	CLIENT: PITMAN HARTENSTEIN AND ASSOCIATES / LEE COUNTY
DATE: 4-6-96	SEC-TWP-RGE: 2-45S-24E
	COUNTY: LEE COUNTY, FLORIDA

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY: AIM ENGINEERING & SURVEYING, INC.  
*J.R. Brandenburg*  
 J. ROBERT BRANDENBURG  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NO. 2995

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 14<sup>th</sup> day of August, 2002 for the sole purpose of identifying every person having a beneficial interest in First Home Builders of Florida, bidder of Lee County Quote No. Q-020410.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The name(s) and address(es) of every person having a beneficial interest in First Home Builders of Florida, that has submitted a bid for surplus property (Quote No. Q-020410) in Lee County are:

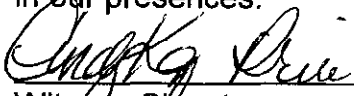
- 1. JAMES E. Sublett } 2503 Del Prado Blvd. Ste 300
- 2. PATRICK LOGUE } CAPE CORAL, FL 33904
- 3. KLIFTON ALTIS }
- 4. \_\_\_\_\_
- 5. \_\_\_\_\_
- 6. \_\_\_\_\_
- 7. \_\_\_\_\_
- 8. \_\_\_\_\_

The surplus property to be conveyed under Quote No. Q-020410 described as:

See "Exhibit A" attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

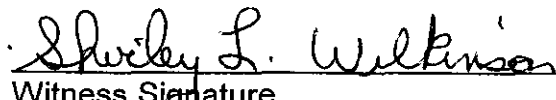
Signed, sealed and delivered  
in our presences:

  
Witness Signature

CINDY KAY PRICE  
Printed Name

  
Signature of Affiant

KEVIN J. BERTH  
Printed Name

  
Witness Signature

SHIRLEY L. WILKINSON  
Printed Name

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_

SWORN TO AND SUBSCRIBED before me this 14<sup>th</sup> day of August, 2002 by \_\_\_\_\_

Kevin J. BERTH, Chief Financial Officer  
(name of officer or agent, title of officer or agent)

of First Home Builders of Florida a Partnership  
(name of corporation acknowledged)

corporation, on behalf of the corporation.

Heather Kiesel  
(Notary Signature)

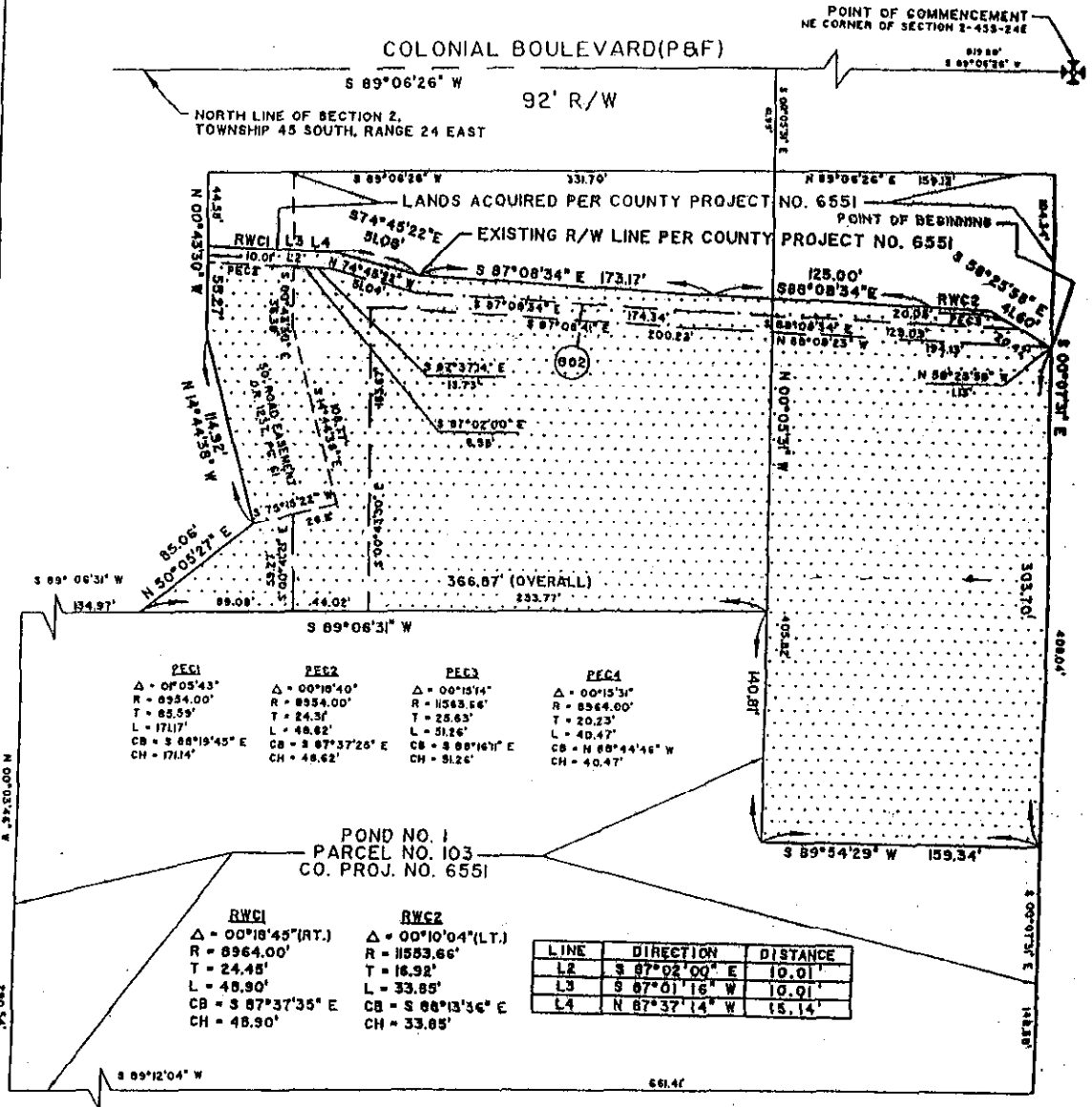
Heather Kiesel  
(Print, type or stamp name)

(SEAL)

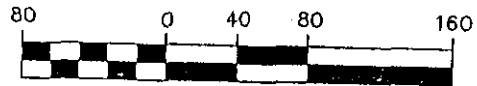


Personally known \_\_\_\_\_  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA



THIS IS NOT A SURVEY



1 INCH = 80 FEET

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

*J.R. Brandenburg*  
J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2895

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

AIM Engineering & Surveying, Inc.  
5300 LEE BLVD.  
P.O. BOX 1236  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX:941/332-8734



LEGAL DESCRIPTION AND SKETCH SHEET 1 OF 3

PROJECT NUMBER:	DESCRIPTION:	DATE:	SEC-TWP-RGE	COUNTY:
97-7107	3.712 CP FORMER KENNAN PARCEL	12-15-97	2-45S-24E	LEE COUNTY
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN			
				7107KENN.DWG

**SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S00°05'31"E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE FORMER SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°07'31"E, A DISTANCE OF 303.70 FEET; THENCE RUN S89°54'29"W, A DISTANCE OF 159.34 FEET; THENCE RUN N00°05'31"W, A DISTANCE OF 140.81 FEET; THENCE RUN S89°06'31"W, A DISTANCE OF 366.87 FEET; THENCE RUN N50°05'27"E, A DISTANCE OF 85.06 FEET; THENCE RUN N14°44'38"W, A DISTANCE OF 114.92 FEET; THENCE RUN N00°43'30"W, A DISTANCE OF 55.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF 00°18'45", A CHORD BEARING OF N87°37'35"W, AND A CHORD DISTANCE OF 48.90, AN ARC DISTANCE OF 48.90 FEET; THENCE RUN S87°01'16"E, A DISTANCE OF 10.01 FEET; THENCE RUN S87°37'14"E, A DISTANCE OF 15.14 FEET; THENCE RUN S74°45'22"E, A DISTANCE OF 51.08 FEET; THENCE RUN S87°08'34"E, A DISTANCE OF 173.17 FEET; THENCE RUN S88°08'34"E, A DISTANCE OF 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID HAVING A RADIUS OF 11553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF S88°13'36"E, AND A CHORD DISTANCE OF 33.85 FEET, AN ARC DISTANCE OF 33.85 FEET; THENCE RUN S58°25'58"E; A DISTANCE OF 41.60 FEET.

SAID LANDS CONTAINING 2.690 ACRES. MORE OR LESS.

SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

PARCEL 802:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 103, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S00°05'31"E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET; THENCE RUN N58°25'58"W, A DISTANCE OF 21.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N58°25'58"W, A DISTANCE OF 20.05 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN ALONG SAID CURVE, HAVING A RADIUS OF 11,553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF N88°13'36"W, AND A CHORD DISTANCE OF 33.85 FEET, A DISTANCE OF 33.85 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.00 FEET THENCE RUN N87°08'34"W, A DISTANCE OF 173.17 FEET; THENCE RUN N 74°45'22" W, A DISTANCE OF 51.08 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 15.14 FEET; THENCE RUN N87°01'16"W, A DISTANCE OF 10.01 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2995

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

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX:941/332-9734

LEGAL DESCRIPTION AND SKETCH: SHEET 2 OF 3

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RGE: 2-45S-24E
	COUNTY: LEE COUNTY

7107KENN.DWG

**SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA**

00°18'45", A CHORD BEARING OF N87°37'35"W, AND A CHORD DISTANCE OF 48.90, A DISTANCE OF 48.90 FEET, THENCE RUN S00°43'30"E, A DISTANCE OF 10.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8954.00 FEET, A DELTA OF 00°18'40", A CHORD BEARING OF S87°37'25"E, AND A CHORD DISTANCE OF 48.62 FEET, A DISTANCE OF 48.62 FEET; THENCE RUN S 87°02'00" E, A DISTANCE OF 10.01 FEET; THENCE RUN S87°37'14"E, A DISTANCE OF 13.73 FEET; THENCE RUN S74°45'22"E, A DISTANCE OF 51.04 FEET; THENCE RUN S87°08'34"E, A DISTANCE OF 174.34 FEET; THENCE RUN S88°08'34"E, A DISTANCE OF 125.09 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF S88°16'11"E, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 4,655 SQUARE FEET, MORE OR LESS.

AND ALSO SUBJECT TO 50' ROADWAY EASEMENT DESCRIBED IN O.R. 1237. PG. 61.

AND ALSO SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 802, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S 00°05'31" E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET, THENCE RUN N 58°25'58" W, A DISTANCE OF 113 FEET TO THE POINT OF BEGINNING; THENCE RUN N58°25'58"W, A DISTANCE OF 20.42 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF N88°16'11"W, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.09 FEET; THENCE RUN N87°08'34"W, A DISTANCE OF 174.34 FEET; THENCE RUN N74°45'22"W, A DISTANCE OF 51.04 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 13.73 FEET; THENCE RUN N87°02'00"W, A DISTANCE OF 8.58 FEET, TO THE EASTERLY LINE OF A ROADWAY EASEMENT DESCRIBED IN OFFICIAL RECORD BOOK 1237, PAGE 61, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE RUN S00°43'30"E, A DISTANCE OF 36.38 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE S14°44'38"E, A DISTANCE OF 108.77 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD EASEMENT RUN S75°15'22"W, A DISTANCE OF 26.11 FEET; THENCE RUN S00°41'21"E, A DISTANCE OF 59.27 FEET, TO THE NORTHERLY LIMITS OF PROPOSED POND NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NUMBER 6551; THENCE RUN N89°06'31"E, ALONG SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 44.02 FEET; THENCE RUN N00°43'30"W, LEAVING SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 183.67 FEET; THENCE RUN S87°08'41"E, A DISTANCE OF 200.22 FEET; THENCE RUN S88°08'23"E, A DISTANCE OF 194.13 FEET, TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 11,618 SQUARE FEET, MORE OR LESS.

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2995

NOT VALID WITHOUT THE SIGNATURE AND  
THE ORIGINAL RAISED SEAL OF A FLORIDA  
LICENSED SURVEYOR AND MAPPER  
AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX:941/332-8734

**LEGAL DESCRIPTION AND SKETCH SHEET 3 OF 3**

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RGE 2-45S-24E
	COUNTY: LEE COUNTY

7107KENN.DWG



This Instrument Prepared by:  
COUNTY LANDS DIVISION  
Post Office Box 398  
Fort Myers, Florida 33902-0398

STRAP No.02-45-24-P2-00066.0010

THIS SPACE FOR RECORDING

**COUNTY DEED  
(Statutory)**

**THIS DEED**, executed this \_\_\_\_ day of \_\_\_\_\_, 2001, by **LEE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, Lee COUNTY, to **First Home Builders of Florida**, whose address is 2503 Del Prado Blvd., Suite 300, Cape Coral, Florida 33904, Grantee.

**WITNESSETH:** The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its successors and assigns forever, the following described land, lying and being in Lee County, Florida:

**SEE ATTACHED EXHIBIT "A"**

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

**IN WITNESS WHEREOF** the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

(OFFICIAL SEAL)

ATTEST:  
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_  
Deputy Clerk

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

APPROVED AS TO LEGAL FORM:

\_\_\_\_\_  
Office of County Attorney

SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
 LEE COUNTY, FLORIDA

COLONIAL BOULEVARD (P&F)

POINT OF COMMENCEMENT  
 NE CORNER OF SECTION 2-45S-24E

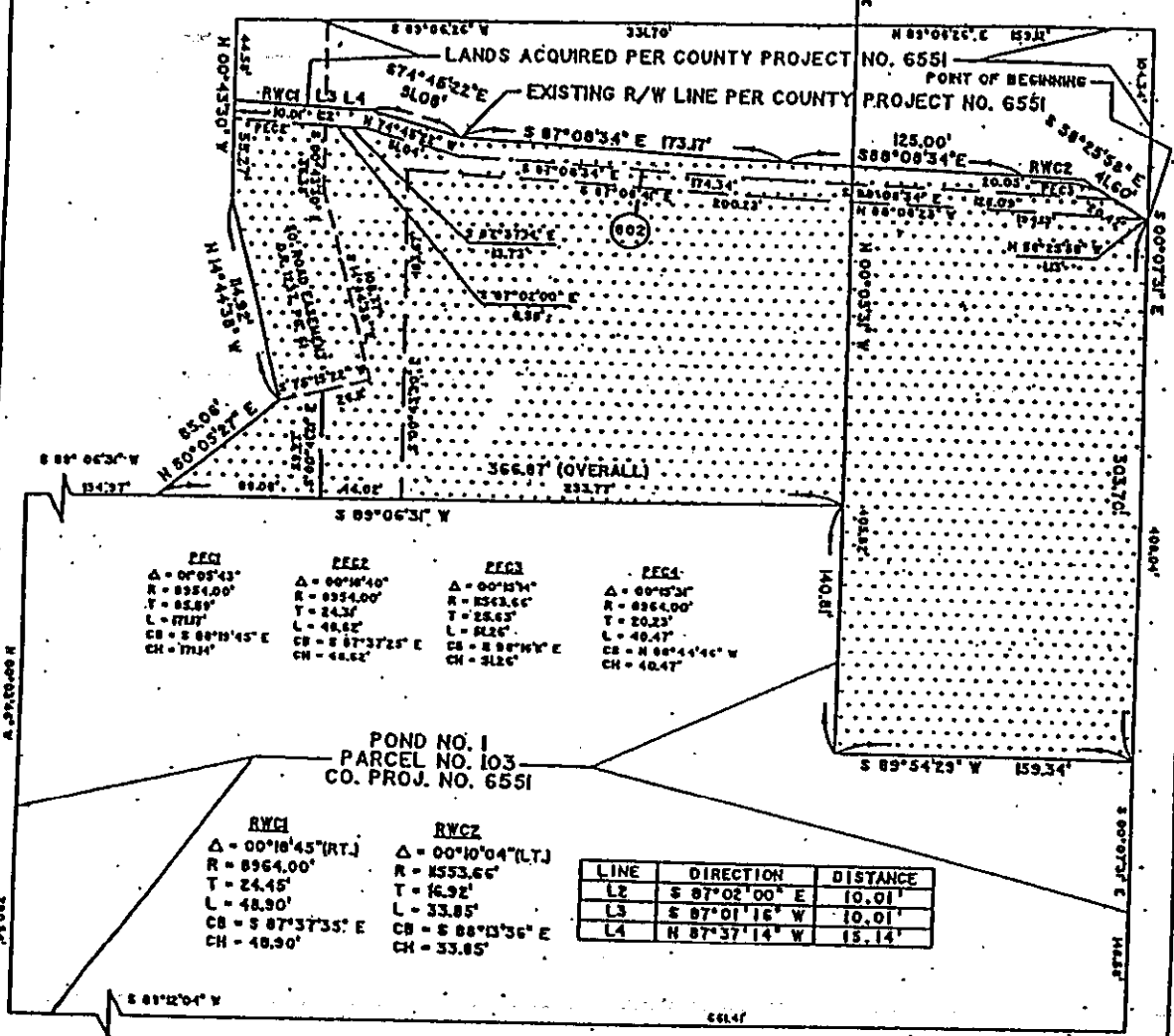
S 89°06'26" W  
 92' R/W

NORTH LINE OF SECTION 2,  
 TOWNSHIP 45 SOUTH, RANGE 24 EAST

LANDS ACQUIRED PER COUNTY PROJECT NO. 6551

PORT OF BEGINNING  
 PROJECT NO. 6551

EXISTING R/W LINE PER COUNTY



PEE1	PEE2	PEE3	PEE4
Δ = 00°05'43"	Δ = 00°14'40"	Δ = 00°15'14"	Δ = 00°15'34"
R = 8954.00'	R = 8954.00'	R = 8543.66'	R = 8964.00'
T = 82.89'	T = 24.31'	T = 25.63'	T = 20.23'
L = 87.17'	L = 48.62'	L = 51.26'	L = 48.47'
CB = S 89°19'45" E	CB = S 87°37'25" E	CB = S 84°14'46" W	CB = N 89°44'46" W
CH = 171.34'	CH = 48.62'	CH = 31.26'	CH = 48.47'

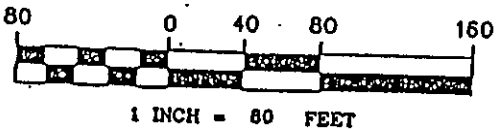
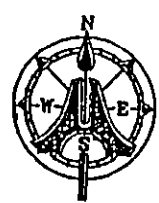
POND NO. 1  
 PARCEL NO. 103  
 CO. PROJ. NO. 6551

RWC1	RWC2
Δ = 00°18'45" (RT.)	Δ = 00°10'04" (LT.)
R = 8964.00'	R = 1553.66'
T = 24.45'	T = 16.92'
L = 48.90'	L = 33.85'
CB = S 87°37'35" E	CB = S 88°13'36" E
CH = 48.90'	CH = 33.85'

LINE	DIRECTION	DISTANCE
L2	S 87°02'00" E	10.01'
L3	S 87°01'16" W	10.01'
L4	N 87°37'14" W	15.14'

EXHIBIT A  
 PAGE 1 OF 3

THIS IS NOT A SURVEY



PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

*J. L. Brandenburg*  
 J. L. BRANDENBURG  
 REGISTERED LAND SURVEYOR  
 FLORIDA CERTIFICATE NO. 1993

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

AIM Engineering & Surveying, Inc.  
 5300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 941/332-4569  
 FX: 941/332-8734

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 3

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: MJZ	CLIENT: PITMAN-KARTENSTEIN
DATE: 12-15-97	SEC-TWP-RGE: 2-45S-24E
	COUNTY: LEE COUNTY

7107KENN.DWG

**SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST I  
LEE COUNTY, FLORIDA**

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S00°05'31"E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE FORMER SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S00°07'31"E, A DISTANCE OF 303.70 FEET; THENCE RUN S89°54'29"W, A DISTANCE OF 159.34 FEET; THENCE RUN N00°05'31"W, A DISTANCE OF 140.81 FEET; THENCE RUN S89°06'31"W, A DISTANCE OF 366.87 FEET; THENCE RUN N50°05'27"E, A DISTANCE OF 85.06 FEET; THENCE RUN N14°44'38"W, A DISTANCE OF 114.92 FEET; THENCE RUN N00°43'30"W; A DISTANCE OF 55.27 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF 00°18'45", A CHORD BEARING OF N07°37'35"W, AND A CHORD DISTANCE OF 48.90, AN ARC DISTANCE OF 48.90 FEET; THENCE RUN S87°01'16"E, A DISTANCE OF 10.01 FEET; THENCE RUN S87°37'14"E, A DISTANCE OF 15.14 FEET; THENCE RUN S74°45'22"E, A DISTANCE OF 51.08 FEET; THENCE RUN S87°08'34"E, A DISTANCE OF 173.17 FEET; THENCE RUN S88°08'34"E, A DISTANCE OF 125.00 FEET TO THE BEGINNING OF A CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID HAVING A RADIUS OF 11553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF S88°13'36"E, AND A CHORD DISTANCE OF 33.85 FEET, AN ARC DISTANCE OF 33.85 FEET; THENCE RUN S58°25'58"E; A DISTANCE OF 41.60 FEET.

SAID LANDS CONTAINING 2.690 ACRES, MORE OR LESS.

SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

PARCEL 802:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 103, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6651, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S00°05'31"E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET; THENCE RUN N58°25'58"W, A DISTANCE OF 21.55 FEET, TO THE POINT OF BEGINNING; THENCE CONTINUE N58°25'58"W, A DISTANCE OF 20.05 FEET, TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE NORTH; THENCE RUN ALONG SAID CURVE, HAVING A RADIUS OF 11,553.66 FEET, A DELTA OF 00°10'04", A CHORD BEARING OF N88°13'36"W, AND A CHORD DISTANCE OF 33.85 FEET, A DISTANCE OF 33.85 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.00 FEET THENCE RUN N87°08'34"W, A DISTANCE OF 173.17 FEET; THENCE RUN N 74°45'22" W, A DISTANCE OF 51.08 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 15.14 FEET; THENCE RUN N87°01'16"W, A DISTANCE OF 10.01 FEET; TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8964.00 FEET, A DELTA OF

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2983

LEGAL DESCRIPTION AND SKETCH SHEET 2 OF 3

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

AIM Engineering & Surveying, Inc.



3300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4369  
FX:941/332-8734

PROJECT NUMBER: 97-7107	DESCRIPTION: FORMER KENNAN PARCEL
DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RGE: 2-45S-24E
	COUNTY: LEE COUNTY

EXHIBIT A  
PAGE 2 OF 3

SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST-1  
LEE COUNTY, FLORIDA

00°18'45", A CHORD BEARING OF N87°37'35"W, AND A CHORD DISTANCE OF 48.90, A DISTANCE OF 48.90 FEET, THENCE RUN S00°43'30"E, A DISTANCE OF 10.01 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE SOUTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 8954.00 FEET, A DELTA OF 00°18'40", A CHORD BEARING OF S87°37'25"E, AND A CHORD DISTANCE OF 48.62 FEET, A DISTANCE OF 48.62 FEET; THENCE RUN S 87°02'00" E, A DISTANCE OF 10.01 FEET; THENCE RUN S87°37'14"E, A DISTANCE OF 13.73 FEET; THENCE RUN S74°45'22"E, A DISTANCE OF 51.04 FEET; THENCE RUN S87°08'34"E, A DISTANCE OF 174.34 FEET; THENCE RUN S88°08'34"E, A DISTANCE OF 125.09 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF S88°16'11"E, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 4,655 SQUARE FEET, MORE OR LESS.

AND ALSO SUBJECT TO 50' ROADWAY EASEMENT DESCRIBED IN O.R. 1237, PG. 61.

AND ALSO SUBJECT TO THE FOLLOWING DESCRIBED EASEMENT:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING A PERPETUAL EASEMENT, ADJACENT TO PARCEL 802, AS SHOWN ON THE LEE COUNTY RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NO. 6551, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA; THENCE RUN S89°06'26"W, ALONG THE NORTH LINE OF SAID SECTION 2, A DISTANCE OF 819.88 FEET, THENCE RUN S 00°05'31" E, LEAVING SAID NORTH LINE, A DISTANCE OF 61.99 FEET, TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF COLONIAL BOULEVARD, AS SHOWN ON PROJECT NO. 12502-2602; THENCE RUN N89°06'26"E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 159.12 FEET; THENCE RUN S00°07'31"E, LEAVING SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 104.34 FEET, THENCE RUN N 58°25'58" W, A DISTANCE OF 113 FEET TO THE POINT OF BEGINNING; THENCE RUN N58°25'58"W, A DISTANCE OF 20.42 FEET TO A POINT ON A TANGENT CURVE CONCAVE TO THE NORTH; THENCE ALONG SAID CURVE, HAVING A RADIUS OF 11563.66 FEET, A DELTA OF 00°15'14", A CHORD BEARING OF N88°16'11"W, AND A CHORD DISTANCE OF 51.26 FEET, A DISTANCE OF 51.26 FEET; THENCE RUN N88°08'34"W, A DISTANCE OF 125.09 FEET; THENCE RUN N87°08'34"W, A DISTANCE OF 174.34 FEET; THENCE RUN N74°45'22"W, A DISTANCE OF 51.04 FEET; THENCE RUN N87°37'14"W, A DISTANCE OF 13.73 FEET; THENCE RUN N87°02'00"W, A DISTANCE OF 8.58 FEET, TO THE EASTERLY LINE OF A ROADWAY EASEMENT DESCRIBED IN OFFICIAL RECORD BOOK 1237, PAGE 61, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE ALONG SAID EASTERLY LINE RUN S00°43'30"E, A DISTANCE OF 36.38 FEET; THENCE CONTINUE ALONG SAID EASTERLY LINE S14°44'38"E, A DISTANCE OF 108.77 FEET; THENCE ALONG THE SOUTHERLY LINE OF SAID ROAD EASEMENT RUN S75°15'22"W, A DISTANCE OF 26.11 FEET; THENCE RUN S00°41'21"E, A DISTANCE OF 59.27 FEET, TO THE NORTHERLY LIMITS OF PROPOSED POND NO. 1 AS SHOWN ON THE RIGHT-OF-WAY MAP OF COLONIAL BOULEVARD, LEE COUNTY PROJECT NUMBER 6551; THENCE RUN N89°06'31"E, ALONG SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 44.02 FEET; THENCE RUN N00°43'30"W, LEAVING SAID NORTHERLY LINE OF POND NO. 1, A DISTANCE OF 183.67 FEET; THENCE RUN S87°08'41"E, A DISTANCE OF 200.22 FEET; THENCE RUN S88°08'23"E, A DISTANCE OF 194.13 FEET, TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 11,618 SQUARE FEET, MORE OR LESS.

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET ONE

J.R. BRANDENBURG  
REGISTERED LAND SURVEYOR  
FLORIDA CERTIFICATE NO. 2393

LEGAL DESCRIPTION AND SKETCH SHEET 3 OF 3

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

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
941/332-4569  
FX:941/332-8734

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DRAWN BY: MJZ	CLIENT: PITMAN-HARTENSTEIN
DATE: 12-15-97	SEC-TWP-RGE: 2-455-24E
	COUNTY: LEE COUNTY
	7107KENN.OVC

EXHIBIT A  
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