

Lee County Board Of County Commissioners

Agenda Item Summary

Blue Sheet No. 20020753

1. REQUESTED MOTION:

ACTION REQUESTED: Accept a Petition VAC2002-00015 to vacate the southernmost portion of a sixty-foot wide platted right-of-way known as Orange Grove Boulevard in the platted subdivision of LOCHMOOR, Unit 1; in Section 21, Township 44, Range 24 as recorded in Plat Book 28, Pages 33 through 37 of the official Public Records of Lee County, Florida; and adopt a resolution setting a public hearing for : 5:00 p.m. on the 22nd day of October, 2002.

WHY ACTION IS NECESSARY: To construct a gated entrance for a proposed condominium development with 226 units in two multi-story buildings. **The vacation of this right-of-way will not alter existing drainage or utilities; nor is this right-of-way necessary to accommodate any future drainage or utility requirements.** A replacement easement has been granted to cover existing utilities, and a new cul-de-sac will be provided in front of the proposed guardhouse.

WHAT ACTION ACCOMPLISHES: Sets the date for Public Hearing.

2. DEPARTMENTAL CATEGORY: 04
COMMISSION DISTRICT # 04

C4A

3. MEETING DATE:

10-01-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE
- ORDINANCE
- ADMIN. CODE 13-8
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER _____
 - B. DEPARTMENT Community Development
 - C. DIVISION Development Services
- [Signature]* 7/15/02
BY: Peter J. Eckenrode, Director

7. BACKGROUND: The Petition to Vacate was submitted by Hole Montes, Agent for Paradise Yacht Club, Inc. LOCATION: The site is located at the southernmost end of Orange Grove Boulevard in Section 21, Township 44, Range 24 in North Fort Myers. The proposed development triggering this vacation is known as "The Estuary". The right-of-way to be vacated is sixty-foot (60') wide and is approximately the southern two hundred seventy- feet (270') of Orange Grove Boulevard in the platted subdivision of LOCHMOOR, Unit 1; in Section 21, Township 44, Range 24 as recorded in Plat Book 28, Pages 33 through 37 of the official Public Records of Lee County, Florida. A more detailed sketch is attached to this bluesheet. The existing cul-de-sac at the terminus is to be replaced by a new cul-de-sac via replacement further north in front of the proposed guardhouse and gate. Surrounding residents have expressed concern regarding the height of the proposed multi-story structures as well as their potential impact on the amount and distribution of traffic. If the vacation were not approved; the development will still proceed as the zoning is already in place. Attached to this Blue sheet is a supplemental sketch, the Petition to Vacate, the Resolution to set the Public Hearing and the Notice of Public Hearing.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>Admin 9/15</i>	G County Manager								
<i>[Signature]</i>	N/A	N/A		<i>[Signature]</i>	<table border="1"> <tr> <td>OA</td> <td>QM</td> <td>Risk</td> <td>GC</td> </tr> <tr> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> <td><i>[Signature]</i></td> </tr> </table>	OA	QM	Risk	GC	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>
OA	QM	Risk	GC											
<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>											

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN. *TP*
9-18-02
4.15
COUNTY ADMIN.
FORWARDED TO: *bH*
[Signature]

REC'D: *11/16/02*
by CO. ATTY.
3:30pm
CO. ATTY. N
FORWARDED TO:
Admin
7/15/02 7:27/1

PETITION TO VACATE

Case Number: VAC 2002 - 00015

Petitioner(s), PARADISE YACHT CLUB INC.

requests the Board of County Commissioners of Lee County, Florida, to grant this Petition to Vacate and states as follows:

- 1. Petitioner(s) mailing address, 3900 ORANGE GROVE BLVD.
33903
- 2. In accordance with Florida Statute (F.S.) Chapter 336 and Lee County Administrative Code (LCAC) 13-8, Petitioner desires to vacate, abandon and discontinue the public's interest in the right-of-way or portion of right-of-way legally described in the attached Exhibit "A".
- 3. A sketch showing the area(s) the Petitioner desires to vacate is attached as Exhibit "B".
- 4. Notice concerning the intent of this Petition will be provided in accordance with LCAC 13-8.
- 5. In accordance with letters of review and recommendation provided by the various governmental and utility entities, there is no apparent impediment to granting Petitioner's request.

Wherefore, Petitioner respectfully requests that the Board of County Commissioners adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted

By: X A. A. [Signature]
Petitioner Signature

DUANE DUCHARME

Printed Name

PRESIDENT

PARADISE YACHT CLUB INC.

By: _____
Petitioner Signature

Printed Name



950 Encore Way · Naples, Florida 34110 · Phone: 941.254.2000 · Fax: 941.254.2099

HM PROJECT #2000.010
09/08/2002
REF. DWG. #B-3971

LEGAL DESCRIPTION:

A PORTION OF TRACTS H AND I, AND A PORTION OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHWESTERLY CORNER OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.59°58'06"W., A DISTANCE OF 400.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 246.85 FEET AT A BEARING OF N.12°03'33"E., FOR A DISTANCE OF 250.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.84°05'12"E., FOR A DISTANCE OF 60.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.84°05'12"W., A DISTANCE OF 460.00 FEET THEREFROM, THE SAME BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD; THENCE RUN SOUTHERLY, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 283.88 FEET AT A BEARING OF S.12°03'33"W., FOR A DISTANCE OF 288.58 FEET TO THE MOST SOUTHEASTERLY CORNER OF SAID ORANGE GROVE BOULEVARD; THENCE RUN S.59°58'06"E. FOR A DISTANCE OF 70.00 FEET; THENCE RUN S.30°01'54"W. FOR A DISTANCE OF 130.00 FEET; THENCE RUN N.59°58'06"W. FOR A DISTANCE OF 70.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TRACT H OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE CONTINUE N.59°58'06"W. FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT H; THENCE RUN N.30°01'54"E., ALONG THE WESTERLY BOUNDARY OF SAID TRACT H, FOR A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.760 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE EASTERLY BOUNDARY OF TRACT H OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.30°01'54"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Riffelmacher P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

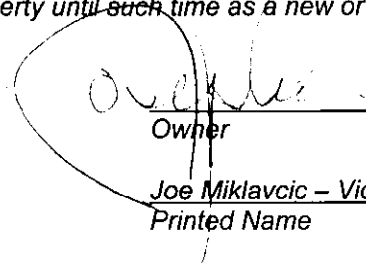
Exhibit "A"

EXHIBIT II - D

LETTER OF AUTHORIZATION

The undersigned do hereby swear or affirm that they are the fee simple title holders and owners of record of property commonly known as The Estuary and legally described in exhibit A attached hereto.

The property described herein is the subject of an application for zoning or development. We hereby designate Hole Montes, Inc. - Thomas W. McLean P.E. as the legal representative of the property and as such, this individual is authorized to legally bind all owners of the property in the course of seeking the necessary approvals to develop. This authority includes but is not limited to the hiring and authorizing of agents to assist in the preparation of applications, plans, surveys, and studies necessary to obtain zoning and development on the site. This representative will remain the only entity to authorize development activity on the property until such time as a new or amended authorization is delivered to Lee County.



Owner
Joe Miklavcic - Vice President
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

Sworn to (or affirmed) and subscribed before me this 30th day of July, 2009, by
Joseph Miklavcic, who is personally known to me or who has produced
X X X as identification.



Kristin G. Canastra
MY COMMISSION # CC869723 EXPIRES
October 22, 2003
BONDED THRU TROY FAIN INSURANCE, INC.


Notary public
Kristin G. Canastra
(Name typed, printed or stamped)

**RESORT ENTERPRISES, INC.
3911 Orange Grove Boulevard
North Fort Myers, Florida 33903**

March 19, 2002

Lee County Board of County Commissioners
Post Office Box 398
Fort Myers, FL 33902-0398

RE: Petition by Paradise Yacht Club, Inc. to vacate a portion of Orange Grove
Boulevard and exchange of cul-de-sac locations

Gentlemen:

The undersigned hereby consents to the above-referenced Petition, a true and correct copy of which has been attached hereto and incorporated herein as Exhibit "A", subject to the terms and provisions of that certain Easement Agreement between the undersigned and Paradise Yacht Club, Inc. dated the 8th day of March, 2002, a copy of which has been attached hereto and incorporated herein as Exhibit "B".

Resort Enterprises, Inc.

By: 
Dale E. Bishop, President

DEB/sp
Enclosures
#1008379v1

**INSTRUMENT PREPARED BY
AND RETURN TO:
DENIS H. NOAH, ESQ.
P.O. BOX 280
FORT MYERS, FL 33902-0280**

CROSS EASEMENT AGREEMENT

THIS CROSS EASEMENT AGREEMENT (the "Easement"), is dated this ~~9th~~ day of MARCH, 2002, by and between **RESORT ENTERPRISES, INC.**, a Florida corporation, whose mailing address is 3911 Orange Grove Boulevard, North Fort Myers, FL 33903 ("Resort"), and **PARADISE YACHT CLUB, INC.**, a Florida corporation, whose mailing address is 7401 Bay Colony Drive, Naples, FL 34108 ("Paradise").

Recitals

WHEREAS, Resort is the owner of the real property more particularly described in Exhibit "A" attached hereto (the "Resort Property"); and

WHEREAS, Paradise is the owner of the real property more particularly described in Exhibit "B" attached hereto (the "Paradise Property"); and

WHEREAS, Paradise has requested that Resort join in the vacation of a portion of Orange Grove Boulevard more particularly described in Exhibit "C" attached hereto (the "Orange Grove Parcel"); and

WHEREAS, Paradise has requested that Resort join with it in jointly seeking a deed from Lee County under Florida Statute §255.22 with regard to that certain cul-de-sac parcel described in O.R. Book 857, Page 859, of the Public Records of Lee County, Florida, more particularly described in Exhibit "D" attached hereto (the "Cul-de-sac Parcel"); and

WHEREAS, Resort has agreed to join with Paradise in seeking the vacation of the Orange Grove Parcel and seeking a deed from Lee County for the Cul-de-sac Parcel only upon the terms and conditions set forth in this Easement; and

WHEREAS, Resort and Paradise have agreed that if they are successful in acquiring the Orange Grove Parcel and the Cul-de-sac Parcel, each will grant cross easements for ingress, egress, utilities and drainage, over each parties respective portion of the Orange Grove Parcel and the Cul-de-sac Parcel.

WITNESSETH:

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the adequacy and sufficiency of said covenants having been acknowledged by both parties hereto, the parties covenant and agree as follows:

1. The above-referenced Recitals are true and correct.

2. Resort and Paradise agree that upon vacation of the Orange Grove Parcel and upon Lee County's conveyance of the Cul-de-sac Parcel, Resort shall receive fee simple title to the portion of the Orange Grove Parcel and the Cul-de-sac Parcel more particularly described in Exhibit "E" attached hereto (the "Resort Vacation Parcel") and Paradise shall receive fee simple title to the portion of the Orange Grove Parcel and the Cul-de-sac Parcel more particularly described in Exhibit "F" attached hereto (the "Paradise Vacation Parcel").

3. Upon vacation of the Orange Grove Parcel and upon conveyance by Lee County of the Cul-de-sac Parcel, Resort hereby grants and conveys to Paradise a perpetual easement for ingress, egress, drainage and utilities over and across the Resort Vacation Parcel as an easement appurtenant to the Paradise Property. Upon vacation of the Orange Grove Parcel and upon conveyance by Lee County of the Cul-de-sac Parcel, Paradise hereby grants and conveys to Resort a perpetual easement for ingress, egress, drainage and utilities over and across the Paradise Vacation Parcel as an easement appurtenant to the Resort Property. The area created by the combination of the Resort Vacation Parcel and the Paradise Vacation Parcel is hereby collectively referred to as the "Easement Parcel".

4. Paradise acknowledges that Resort is participating with Paradise in seeking the vacation of the Orange Grove Parcel and seeking a deed from Lee County for the Cul-de-sac Parcel at the specific request of Paradise to assist Paradise with its development plans. In consideration of Resort's participation in the vacation proceeding for the benefit of Paradise, Paradise and Resort covenant and agree as follows:

a. Unless and until Paradise purchases the Resort Property, the existing configuration for the roadway, utilities and drainage facilities currently located within the Easement Area shall remain unchanged.

b. Paradise shall be fully responsible, at its sole cost and expense, to maintain, repair and replace the roadway, utilities and drainage structures and facilities currently located within the Easement Area.

c. Paradise, at its sole cost and expense, shall maintain public liability insurance covering the entirety of the Easement Area in the amount of \$1,000,000.00 for injury to one person and \$3,000,000.00 for injuries arising out of any one accident. Resort shall be an additional insured under said liability insurance and such liability insurance shall be primary to any separate liability insurance coverage for the Easement Area, if any, carried by Resort. Paradise agrees to provide proof of such insurance to Resort on or before the date of the public hearing at which the vacation of the Orange Grove Parcel and the conveyance of the Cul-de-sac parcel is considered. The liability insurance policy obtained by Paradise shall include an undertaking to give

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Resort thirty (30) days advance notice of cancellation. Paradise shall provide Resort with proof of the payment of the premium for said insurance at least ten (10) days before the premium due date in each instance.

d. Resort and Paradise acknowledge that Paradise is seeking a development order from Lee County as well as permits from South Florida Water Management District and the Army Corps of Engineers for the development of the Paradise Property and the Easement Area (collectively the "Permits"). Notwithstanding any plans, structures or requirements for the Easement Area as shown in the Permits, Paradise agrees that none of the Permits will be implemented and no structures which alter the existing conditions within the Easement Area shall be constructed in the Easement Area unless and until Paradise becomes the owner of the Resort Property. Specifically, and without limitation, Paradise shall continue to maintain the Easement Area as required under Paragraph 4(a) above and shall not: (i) alter the location of the existing roadway, swales and drainage structures; (ii) erect gatehouses; (iii) install gates; (iv) install curbing or traffic islands; (v) undertake any other modifications of the Easement Area; or (vi) install signs, unless Paradise becomes the owner of the Resort Property.

e. In the event that Resort is required to deliver letters of consent or authorization in connection with Paradise's applications for the Permits, the parties agree that such letters shall include the following exculpatory statements with regard to Resort's consent or authorization: (i) the consent or authorization is only given as to the Resort Vacation Parcel and shall not apply to any other lands owned by Resort; (ii) Paradise shall be solely responsible for compliance with the Permits and Resort shall have no financial or other obligation to perform any duty or obligation under the Permits; (iii) the Permits shall not impose any financial or other obligations against the Easement Area or the Resort Property including, without limitation, impact fees, mitigation costs, on-site and off-site improvement costs and any other costs or exactions related to the Permits.

f. Paradise hereby agrees to indemnify, defend (through counsel selected by Resort) and hold Resort harmless from and against any and all claims, costs, losses or judgments suffered by Resort pursuant to this Easement or the Permits. The foregoing indemnity shall include all attorneys' fees and costs incurred by Resort before suit is filed and before, during and after any trial or appellate proceedings. Among other obligations, this indemnity shall specifically include indemnification against Resort being obligated to perform any requirements under the Permits or being required to pay any financial obligations imposed by the Permits.

g. If Paradise fails to fulfill any obligation under this Easement or the Permits and Resort suffers any financial loss as a consequence of such failure, fifteen (15) days following written notice to Paradise, Resort shall have the right to file a lien in the Public Records of Lee County, Florida specifying the amount of the loss suffered by Resort as a consequence of Paradise's action or failure to act. Such lien shall be deemed superior to any mortgage encumbering the Paradise Property and such lien, upon filing, shall be considered as a first mortgage encumbering the Paradise Property which is due and payable in full on the date of the filing of the lien. Resort shall also

have any other remedies at law arising from Paradise's failure to fulfill any obligation under this Easement or the Permits.

5. The parties agree that in the event any litigation arises in connection with this Easement, the prevailing party in any such litigation shall be entitled to recover its reasonable attorneys' fees, at trial and on appeal, and all costs of the action from the non-prevailing party.

6. This Easement shall be construed under the provisions of Florida law without reference to any provision of Florida law which would select the law of any other jurisdiction or forum. Any dispute with regard to the terms and provisions of this Easement shall be resolved in the appropriate court of the Twentieth Judicial Circuit of the State of Florida located within Lee County, Florida.

7. This Easement shall be appurtenant to the Resort Property and the Paradise Property and shall run with the said lands. This Easement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. The parties further acknowledge that the easements granted herein are non-exclusive easements and each party hereto shall have the right to grant additional and further easements over the portion of the Easement Area owned by that party, provided, however, such additional easements shall not, in any way, interfere with the easement rights granted herein.

8. This Easement sets forth the entire agreement between Resort and Paradise relating to the subject matter of this Easement and supersedes all prior and contemporaneous negotiations, understandings and agreements, written or oral, between the parties and there are no agreements, understandings, warranties or representations among the parties except as otherwise indicated herein.

9. If any clause or provision of this Easement is determined to be illegal, invalid or unenforceable under any present or future law by final judgment of a court of competent jurisdiction, the remainder of this Easement will not be affected thereby. It is the intention of the parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof, a provision that is as similar in terms to such provision as is possible to be legal, valid and enforceable.

10. Should any provision of this Easement require interpretation in any judicial, administrative or other proceeding or circumstance, it is agreed that the court, administrative body or other entity interpreting or construing the same shall not apply a presumption that the terms thereof shall be more strictly construed against the party by reason of the rule of construction that a document is to be construed more strictly against the party who prepared the same, it being further agreed that both parties hereto have fully participated in the preparation of this Easement.

11. Any notice, request, demand, instruction or other communication to be given to either party hereunder shall be in writing and shall either be (i) hand-delivered; (ii) sent by Federal Express or a comparable overnight mail service; or (iii) sent by telephone facsimile transmission, provided that an original copy of the transmission shall be mailed by regular mail; or (iv) sent by certified mail, return receipt requested, to Resort and Paradise at their respective addresses set forth in this Easement. Notice shall be deemed to have been given

KLPS B

upon posting of such notice. The addressees and addresses for the purpose of this paragraph may be changed by giving written notice. Unless and until such written notice is received, the last addressee and address stated herein shall be deemed to continue in effect for all purposes hereunder.

12. Each party hereto does hereby covenant and warrant to the other party that upon vacation of the Orange Grove parcel and receipt of a deed from Lee County for the Cul-de-sac Parcel, said party will be indefeasibly seized in fee simple of its portion of the Easement Area and will have full power and lawful right to convey the interests herein conveyed; that said property is free from all encumbrances whatsoever except for the mortgages for which consents and joinders have been attached to this Easement as Exhibits "G" and "H"; and that each party, upon completion of the vacation proceedings and receipt of the aforesaid Lee County deed, hereby fully warrants the title to the portion of the Easement Area located on its land and will defend the same against the lawful claims of all persons claiming by, through or under such party but against no other.

13. WAIVER OF TRIAL BY JURY. RESORT AND PARADISE HEREBY KNOWINGLY, IRREVOCABLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHTS TO A TRIAL BY JURY IN RESPECT OF ANY ACTION, PROCEEDING OR COUNTERCLAIM BASED ON THIS EASEMENT ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS EASEMENT OR ANY DOCUMENT OR INSTRUMENT EXECUTED IN CONNECTION WITH THIS EASEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTION OF ANY PARTY HERETO. THIS PROVISION IS A MATERIAL INDUCEMENT FOR RESORT AND PARADISE ENTERING INTO THIS EASEMENT.

IN WITNESS WHEREOF, each party has hereunto set its hand and seal the day and year first above written.

WITNESSES:

RESORT ENTERPRISES, INC., a Florida corporation

Witness Signature

Print Name

Witness Signature

Print Name

By:


Print Name: Dale E. Bishop


Title: President

Date: 3/8/02

RES B

PARADISE YACHT CLUB, INC., a Florida corporation


 Witness Signature
J. P. Carllick
 Print Name
Wenke v. Brandes
 Witness Signature
wenke v. Brandes
 Print Name

By: 
 Print Name: Duane DuCHARME
 Title: RESIDENT
 Date: 3.8.02

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 8th day of March, 2002 by Dale E. Bishop, as President of **RESORT ENTERPRISES, INC., a Florida corporation**, on behalf of the corporation and who is personally known to me or who has produced FL ID# 3210165331300 as identification.


 Notary Public Signature

My commission expires:



Sandra A. Patterson
 MY COMMISSION # D0061159 EXPIRES
 September 30, 2005
 BONDED THRU TROY FAIR INSURANCE, INC.

Type/Print Name of Notary

Commission No:

KREES 

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 8 day of March, 2002
by Duane DuCharme, as President of **PARADISE YACHT
CLUB, INC., a Florida corporation**, on behalf of the corporation and who is personally known
to me or who has produced _____ as identification.

Wenke O Brandes
Notary Public Signature

My commission expires:

Type/Print Name of Notary

Commission No: _____

#1004452v1

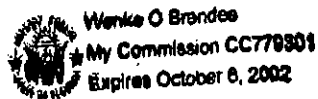


EXHIBIT "A"

LEGAL DESCRIPTION - RESORT PROPERTY

Tracts A, B and Lot 98 of Unit 1, LOCHMOOR, a subdivision, according to the plat recorded in Plat Book 28, Pages 33 through 37, inclusive, Public Records of Lee County, Florida.

LESS AND EXCEPT:

From the most Westerly corner of Tract "J" of Lochmoor Unit 1, as recorded in Plat Book 28, page 35 of the Lee County, Florida Public Records (being also the most Westerly corner of Lot 10 Lochmoor Unit 3 as recorded in Plat Book 28, page 150 of said Public Records); thence South 42°55'35" East, along the Southwesterly line of said Lot 10 for 135.0 feet to the Westerly right-of-way of Orange Grove Boulevard (30 feet from centerline), said point being on a curve, concave to the Southeast having a radius of 530 feet and whose center bears South 42°55'35" East; thence Southwesterly along the arc of said curve for 100.0 feet to the Point of Beginning of the Lot herein described; thence continue along said Westerly right-of-way and said curve for an arc distance of 60.0 feet; thence North 80°51'52" West, non radially for 142.24 feet to a point on a curve concentric with the aforementioned curve having a radius of 665.0 feet; thence Northeasterly, along the arc of said curve for 125.47 feet; thence South 53°44'12" East for 135.0 feet to the Point of Beginning. Being part of Tract "B" of said Lochmoor Unit 1.

ALSO LESS AND EXCEPT:

Begin at the most Westerly corner of Tract "J" of Lochmoor Unit 1 as recorded in Plat Book 28, page 35 of the Lee County, Florida Public Records (being also the most Westerly corner of Lot 10, Lochmoor Unit 3, as recorded in Plat Book 28, page 150 of said Public Records); thence South 42°55'35" East, along the Southwesterly line of said Lot 10, for 135.0 feet to the Westerly right-of-way of Orange Grove Boulevard (30 feet from centerline), said point being on a curve, concave to the Southeast having a radius of 530 feet and whose center bears South 42°55'35" East; thence Southwesterly along the arc of said curve for 100.0 feet; thence North 53°44'12" West for 135.0 feet to a point on a curve concentric with the aforementioned curve having a radius of 665.0 feet; thence Northeasterly, along the arc of said curve for 125.47 feet to the Point of Beginning. Being part of Tract "B" of said Lochmoor Unit 1.

#1006373v1

Handwritten signature/initials

EXHIBIT "B"
LEGAL DESCRIPTION - PARADISE PROPERTY

A PARCEL OF LAND LOCATED IN A PORTION OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 34 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF TRACT I, LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 34 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.00°48'58"W. ALONG THE WEST LINE OF SAID TRACT I, FOR A DISTANCE OF 1,189.65 FEET; THENCE RUN N.89°11'02"E. ALONG THE NORTH LINE OF TRACT G OF SAID LOCHMOOR, UNIT 1, FOR A DISTANCE OF 1,300.35 FEET; THENCE RUN S.00°48'58"E. ALONG THE EAST LINE OF TRACT G OF SAID LOCHMOOR, UNIT 1, FOR A DISTANCE OF 135.00 FEET; THENCE RUN N.89°11'02"E. ALONG THE NORTH LINE OF TRACT H OF SAID LOCHMOOR, UNIT 1, FOR A DISTANCE OF 275.00 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE BOUNDARY OF SAID TRACT H AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 200.00 FEET, THROUGH A CENTRAL ANGLE OF 59°09'08", SUBTENDED BY A CHORD OF 197.43 FEET AT A BEARING OF N.59°36'28"E., FOR A DISTANCE OF 206.48 FEET TO THE END OF SAID CURVE; THENCE RUN N.30°01'54"E. ALONG THE BOUNDARY OF SAID TRACT H, FOR A DISTANCE OF 383.46 FEET; THENCE RUN S.59°58'06"E. ALONG THE BOUNDARY OF SAID TRACT H, FOR A DISTANCE OF 130.00 FEET; THENCE RUN N.30°01'54"E., FOR A DISTANCE OF 130.00 FEET; THENCE RUN N.59°58'06"W., FOR A DISTANCE OF 70.00 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT I, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.59°58'06"W., A DISTANCE OF 460.00 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE BOUNDARY OF SAID TRACT I AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 52°11'20", SUBTENDED BY A CHORD OF 404.66 FEET AT A BEARING OF N.03°56'14"E., FOR A DISTANCE OF 419.00 FEET TO THE END OF SAID CURVE; THENCE RUN N.68°05'47"E., FOR A DISTANCE OF 96.94 FEET; THENCE RUN S.69°54'04"E., FOR A DISTANCE OF 130.36 FEET; THENCE RUN S.13°07'46"E., FOR A DISTANCE OF 96.87 FEET; THENCE RUN S.84°50'51"E., FOR A DISTANCE OF 513.36 FEET; THENCE RUN S.17°02'36"W., FOR A DISTANCE OF 34.59 FEET; THENCE RUN S.00°59'45"E., FOR A DISTANCE OF 27.09 FEET; THENCE RUN S.17°48'11"W., FOR A DISTANCE OF 12.35 FEET; THENCE RUN S.06°41'20"W., FOR A DISTANCE OF 30.90 FEET; THENCE RUN S.00°03'21"E., FOR A DISTANCE OF 37.17 FEET; THENCE RUN S.39°20'09"W., FOR A DISTANCE OF 33.08 FEET; THENCE RUN S.23°29'33"W., FOR A DISTANCE OF 32.40 FEET; THENCE RUN S.24°22'26"W., FOR A DISTANCE OF 29.40 FEET; THENCE RUN S.15°39'23"W., FOR A DISTANCE OF 23.63 FEET; THENCE RUN S.04°36'55"W., FOR A DISTANCE OF 28.60 FEET; THENCE RUN S.47°47'26"W., FOR A DISTANCE OF 33.70 FEET; THENCE RUN S.04°54'51"W., FOR A DISTANCE OF 23.22 FEET; THENCE RUN S.47°37'04"W., FOR A DISTANCE OF 25.76 FEET; THENCE RUN N.50°41'41"W., FOR A DISTANCE OF 7.65 FEET; THENCE RUN S.51°32'37"W., FOR A DISTANCE OF 27.90 FEET; THENCE RUN S.23°27'25"W., FOR A DISTANCE OF 36.04 FEET; THENCE RUN S.09°29'24"W., FOR A DISTANCE OF 32.05 FEET; THENCE RUN S.47°33'20"W., FOR A DISTANCE OF 28.86 FEET; THENCE RUN N.59°17'56"W., FOR A DISTANCE OF 14.59 FEET; THENCE RUN S.51°25'29"W., FOR A DISTANCE OF 29.46 FEET; THENCE RUN S.85°54'16"W., FOR A DISTANCE OF 28.33 FEET; THENCE RUN N.45°40'53"W., FOR A DISTANCE OF 21.13 FEET; THENCE RUN S.63°18'30"W., FOR A DISTANCE OF 24.26 FEET; THENCE RUN S.37°01'08"W., FOR A DISTANCE OF 36.19 FEET; THENCE RUN S.59°24'53"W., FOR A DISTANCE OF 9.73 FEET; THENCE RUN N.65°49'27"W., FOR A DISTANCE OF 31.02 FEET; THENCE RUN S.60°08'54"W., FOR A DISTANCE OF 26.24

NOSB X

FEET; THENCE RUN S.05°15'39"E., FOR A DISTANCE OF 16.32 FEET; THENCE RUN S.51°54'24"W., FOR A DISTANCE OF 11.05 FEET; THENCE RUN N.52°27'07"W., FOR A DISTANCE OF 17.97 FEET; THENCE RUN S.48°31'59"W., FOR A DISTANCE OF 24.98 FEET; THENCE RUN S.37°28'24"W., FOR A DISTANCE OF 33.70 FEET; THENCE RUN S.02°25'34"W., FOR A DISTANCE OF 7.85 FEET; THENCE RUN S.52°10'46"W., FOR A DISTANCE OF 20.99 FEET; THENCE RUN N.85°24'19"W., FOR A DISTANCE OF 28.54 FEET; THENCE RUN S.53°45'07"W., FOR A DISTANCE OF 16.35 FEET; THENCE RUN N.65°02'30"W., FOR A DISTANCE OF 16.80 FEET; THENCE RUN S.86°34'57"W., FOR A DISTANCE OF 19.14 FEET; THENCE RUN S.56°54'17"W., FOR A DISTANCE OF 53.35 FEET; THENCE RUN S.39°17'11"W., FOR A DISTANCE OF 26.69 FEET; THENCE RUN S.04°09'01"E., FOR A DISTANCE OF 31.17 FEET; THENCE RUN S.23°40'08"W., FOR A DISTANCE OF 34.80 FEET; THENCE RUN S.21°30'43"W., FOR A DISTANCE OF 41.17 FEET; THENCE RUN S.31°57'54"W., FOR A DISTANCE OF 22.72 FEET; THENCE RUN S.23°12'16"W., FOR A DISTANCE OF 217.08 FEET; THENCE RUN S.15°59'33"W., FOR A DISTANCE OF 24.43 FEET; THENCE RUN S.26°40'10"W., FOR A DISTANCE OF 21.09 FEET; THENCE RUN S.10°00'36"W., FOR A DISTANCE OF 42.67 FEET; THENCE RUN S.00°48'18"E., FOR A DISTANCE OF 22.84 FEET; THENCE RUN S.12°20'18"E., FOR A DISTANCE OF 9.83 FEET; THENCE RUN S.05°06'49"W., FOR A DISTANCE OF 31.93 FEET; THENCE RUN S.09°13'04"W., FOR A DISTANCE OF 40.91 FEET; THENCE RUN S.31°20'44"W., FOR A DISTANCE OF 31.49 FEET; THENCE RUN S.05°48'27"W., FOR A DISTANCE OF 51.71 FEET; THENCE RUN S.24°39'05"E., FOR A DISTANCE OF 15.86 FEET; THENCE RUN S.05°25'32"E., FOR A DISTANCE OF 15.60 FEET; THENCE RUN S.78°08'28"W., FOR A DISTANCE OF 14.10 FEET; THENCE RUN S.22°58'06"W., FOR A DISTANCE OF 17.96 FEET; THENCE RUN S.08°58'20"W., FOR A DISTANCE OF 21.71 FEET; THENCE RUN S.06°19'44"W., FOR A DISTANCE OF 26.91 FEET; THENCE RUN S.01°04'01"E., FOR A DISTANCE OF 42.76 FEET; THENCE RUN S.05°25'54"E., FOR A DISTANCE OF 31.54 FEET; THENCE RUN S.04°07'08"E., FOR A DISTANCE OF 46.97 FEET; THENCE RUN S.04°21'46"E., FOR A DISTANCE OF 30.34 FEET; THENCE RUN S.18°40'29"E., FOR A DISTANCE OF 45.51 FEET; THENCE RUN S.14°16'24"E., FOR A DISTANCE OF 40.76 FEET; THENCE RUN S.80°53'53"E., FOR A DISTANCE OF 12.22 FEET; THENCE RUN N.64°13'24"E., FOR A DISTANCE OF 29.06 FEET; THENCE RUN N.78°37'03"E., FOR A DISTANCE OF 10.39 FEET; THENCE RUN S.30°54'41"E., FOR A DISTANCE OF 14.37 FEET; THENCE RUN S.67°59'06"W., FOR A DISTANCE OF 33.32 FEET; THENCE RUN S.42°29'13"W., FOR A DISTANCE OF 10.58 FEET; THENCE RUN S.12°56'46"W., FOR A DISTANCE OF 43.54 FEET; THENCE RUN S.05°42'44"E., FOR A DISTANCE OF 63.01 FEET; THENCE RUN S.33°02'54"E., FOR A DISTANCE OF 28.21 FEET; THENCE RUN S.05°41'57"W., FOR A DISTANCE OF 28.10 FEET; THENCE RUN S.00°03'58"E., FOR A DISTANCE OF 22.54 FEET; THENCE RUN S.04°14'13"W., FOR A DISTANCE OF 38.34 FEET; THENCE RUN S.01°48'20"E., FOR A DISTANCE OF 49.05 FEET; THENCE RUN S.04°23'31"W., FOR A DISTANCE OF 13.63 FEET; THENCE RUN S.08°28'58"E., FOR A DISTANCE OF 15.93 FEET TO A POINT ON THE SOUTHERLY BOUNDARY OF SAID TRACT I; THENCE RUN S.89°46'59"W. ALONG THE BOUNDARY OF SAID TRACT I, FOR A DISTANCE OF 2,094.85 FEET, TO THE POINT OF BEGINNING; CONTAINING 67.106 ACRES, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF TRACT I, LOCHMOOR, UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 34 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING N.00°48'58"W.

#1006304V1

RLCB

EXHIBIT "C"

LEGAL DESCRIPTION:

A PORTION OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHWESTERLY CORNER OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.59°58'06"W., A DISTANCE OF 400.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 246.85 FEET AT A BEARING OF N.12°03'33"E., FOR A DISTANCE OF 250.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.84°05'12"E., FOR A DISTANCE OF 60.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.84°05'12"W., A DISTANCE OF 460.00 FEET THEREFROM, THE SAME BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD; THENCE RUN SOUTHERLY, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 283.88 FEET AT A BEARING OF S.12°03'33"W., FOR A DISTANCE OF 288.58 FEET TO THE END OF SAID CURVE; THENCE RUN N.59°58'06"W., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD, FOR A DISTANCE OF 60.00 FEET TO TO THE POINT OF BEGINNING; CONTAINING 0.372 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE EASTERLY BOUNDARY OF TRACT H OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.30°01'54"E.

EXHIBIT "D"

LEGAL DESCRIPTION:

A PORTION OF TRACTS H AND I, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHWESTERLY CORNER OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE NORTHERLY BOUNDARY OF TRACT H OF SAID PLAT OF LOCHMOOR, UNIT 1; THENCE RUN S.59°58'06"E., ALONG THE NORTHERLY BOUNDARY OF SAID TRACT H, FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT H; THENCE CONTINUE S.59°58'06"E. FOR A DISTANCE OF 70.00 FEET; THENCE RUN S.30°01'54"W. FOR A DISTANCE OF 130.00 FEET; THENCE RUN N.59°58'06"W. FOR A DISTANCE OF 70.00 FEET OT A POINT ON THE EASTERLY BOUNDARY OF SAID TRACT H; THENCE CONTINUE N.59°58'06"W. FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT H; THENCE RUN N.30°01'54"E., ALONG THE WESTERLY BOUNDARY OF SAID TRACT H, FOR A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.388 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE EASTERLY BOUNDARY OF TRACT H OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.30°01'54"E.

RPB

EXHIBIT "E"

LEGAL DESCRIPTION:

A PORTION OF TRACT H AND A PORTION OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHWESTERLY CORNER OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.59°58'06"W., A DISTANCE OF 400.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 246.85 FEET AT A BEARING OF N.12°03'33"E., FOR A DISTANCE OF 250.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.84°05'12"E., FOR A DISTANCE OF 30.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.84°05'12"W., A DISTANCE OF 430.00 FEET THEREFROM; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 430.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 265.36 FEET AT A BEARING OF S.12°03'33"W., FOR A DISTANCE OF 269.76 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF TRACT H OF SAID PLAT OF LOCHMOOR, UNIT 1; THENCE RUN S.30°01'54"W. FOR A DISTANCE OF 130.00 FEET; THENCE RUN N.59°58'06"W. FOR A DISTANCE OF 30.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT H; THENCE RUN N.30°01'54"E., ALONG THE WESTERLY BOUNDARY OF SAID TRACT H, FOR A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.269 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE EASTERLY BOUNDARY OF TRACT H OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.30°01'54"E.

APES 8

EXHIBIT "F"

LEGAL DESCRIPTION:

A PORTION OF TRACTS H, I, AND A PORTION OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHWESTERLY CORNER OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.59°58'06"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD, FOR A DISTANCE OF 30.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.59°58'06"W., A DISTANCE OF 430.00 FEET THEREFROM, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN NORTHERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 430.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 265.36 FEET AT A BEARING OF N.12°03'33"E., FOR A DISTANCE OF 269.76 FEET TO THE END OF SAID CURVE; THENCE RUN N.84°05'12"E., FOR A DISTANCE OF 30.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.84°05'12"W., A DISTANCE OF 460.00 FEET THEREFROM, THE SAME BEING A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD; THENCE RUN SOUTHERLY, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 283.88 FEET AT A BEARING OF S.12°03'33"W., FOR A DISTANCE OF 288.58 FEET; THENCE RUN S.59°58'06"E., FOR A DISTANCE OF 70.00 FEET; THENCE RUN S.30°01'54"W. FOR A DISTANCE OF 130.00 FEET; THENCE RUN N.59°58'06"W. FOR A DISTANCE OF 70.00 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TRACT H OF SAID PLAT OF LOCHMOOR, UNIT 1; THENCE CONTINUE N.59°58'06"W. FOR A DISTANCE OF 30.00 FEET; THENCE RUN N.30°01'54"E. FOR A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.491 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE EASTERLY BOUNDARY OF TRACT H OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.30°01'54"E.

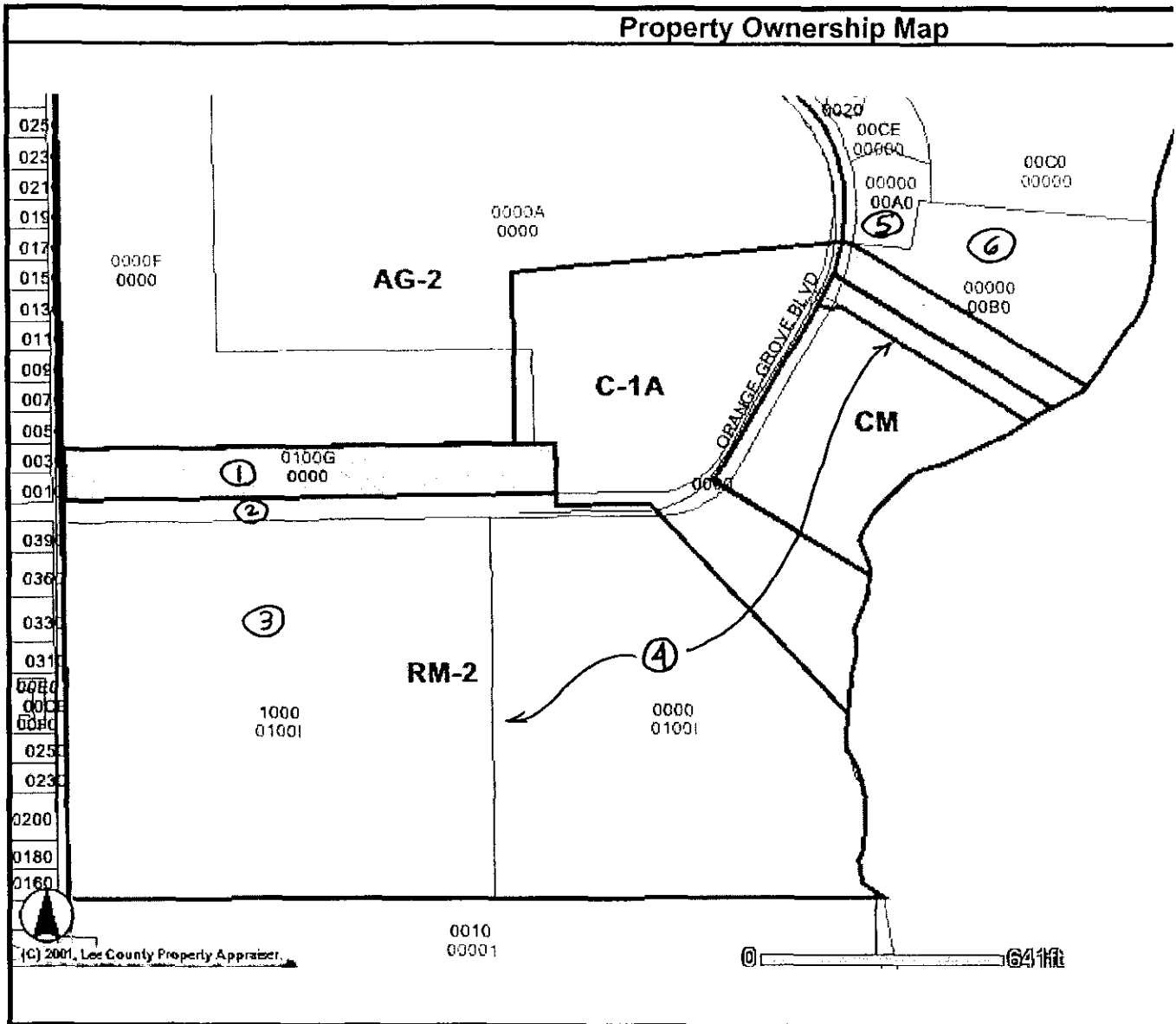
**PROOF OF PROPERTY TAX
PAYMENT
LEE COUNTY TAX ROLL DETAIL**

**PARADISE YACHT CLUB, INC.
STRAP NUMBERS:**

**21-44-24-15-0100G.0000
21-44-24-15-0100H.0000
21-44-24-15-0100I.1000
21-44-24-15-0100I.0000
21-44-24-24-00000.00A0
21-44-24-24-00000.00B0**

**RESORT ENTERPRISES, INC.
STRAP NUMBER:**

16-44-24-15-0000A.0000



- ① 21-44-24-15-0100G.0000
- ② 21-44-24-15-0100H.0000
- ③ 21-44-24-15-0100I.1000
- ④ 21-44-24-15-0100I.0000
- ⑤ 21-44-24-24-00000.00A0
- ⑥ 21-44-24-24-00000.00B0
- ⑦ 16-44-24-15-0000A.0000

November 2001	December 2001	January 2002	February 2002	March 2002	April 2002
\$893.51	\$902.82	\$912.13	\$921.43	\$930.74	\$958.66
Tax Status	PAID	Paid Amount	\$893.51	PIN Number	01-00404238
Mailing Address		Tax Year	Account Number Original Account Number		District
PARADISE YACHT CLUB INC 7401 BAY COLONY DR NAPLES FL 34108 USA		2001	21-44-24-15-0100G.0000 21-44-24-15-0100G.0000		030
Site Address		Legal Description			OR Book/Page
0 GOLF COURSE		LOCHMOOR UNIT 1 PB 28 PG 35 TRACT G			2669/1068
VALUES					
Just Value					\$48,480.00
Assessed Value					\$48,480.00
Assessed Save Our Homes Value					\$48,480.00
Homestead Exemption					\$0.00
Other Exemption					\$0.00
Taxable Value					\$48,480.00
AD VALOREM TAXES					
Taxing Authority		Mill Rate		Taxes Levied	
PUBLIC SCHOOL - BY LOCAL BOARD		2.6080		\$126.44	
PUBLIC SCHOOL - BY STATE LAW		5.8700		\$284.58	
LEE COUNTY CAPITAL IMP		1.0124		\$49.08	
LEE CO UNINCORPORATED - MSTU		1.2114		\$58.73	
LEE COUNTY GENERAL REVENUE		4.3277		\$209.81	
LEE COUNTY HYACINTH CONTROL		0.0358		\$1.74	
LEE COUNTY LIBRARY FUND		0.9630		\$46.69	
LEE COUNTY MOSQUITO CONTROL		0.3595		\$17.43	
NORTH FORT MYERS FIRE DISTRICT		2.0000		\$96.96	
SFL WATER MGMT-EVERGLADE CONST		0.1000		\$4.85	
WEST COAST INLAND WATERWAY		0.0400		\$1.94	
LEE COUNTY ALL HAZARDS - UNINC		0.0733		\$3.55	
SFL WATER MGMT-DISTRICT LEVY		0.5970		\$28.94	
NON AD VALOREM ASSESSMENTS					
Levying Authority		Rebate/Base		Amount	
COMBINED TOTAL					\$930.74

November 2001	December 2001	January 2002	February 2002	March 2002	April 2002
\$9.23	\$9.32	\$9.42	\$9.51	\$9.61	\$9.90
Tax Status	PAID	Paid Amount	\$9.23	PIN Number	01-00404239
Mailing Address		Tax Year	Account Number Original Account Number		District
PARADISE YACHT CLUB INC 7401 BAY COLONY DR NAPLES FL 34108 USA		2001	21-44-24-15-0100H.0000 21-44-24-15-0100H.0000		030
Site Address		Legal Description			OR Book/Page
0 GOLF COURSE		LOCHMOOR UNIT 1 PB 28 PG 35 TRACT H RES FUTURE R/W			2669/1068
VALUES					
Just Value					\$500.00
Assessed Value					\$500.00
Assessed Save Our Homes Value					\$500.00
Homestead Exemption					\$0.00
Other Exemption					\$0.00
Taxable Value					\$500.00
AD VALOREM TAXES					
Taxing Authority		Mill Rate		Taxes Levied	
PUBLIC SCHOOL - BY LOCAL BOARD		2.6080		\$1.30	
PUBLIC SCHOOL - BY STATE LAW		5.8700		\$2.94	
LEE COUNTY CAPITAL IMP		1.0124		\$0.51	
LEE CO UNINCORPORATED - MSTU		1.2114		\$0.61	
LEE COUNTY GENERAL REVENUE		4.3277		\$2.16	
LEE COUNTY HYACINTH CONTROL		0.0358		\$0.02	
LEE COUNTY LIBRARY FUND		0.9630		\$0.48	
LEE COUNTY MOSQUITO CONTROL		0.3595		\$0.18	
NORTH FORT MYERS FIRE DISTRICT		2.0000		\$1.00	
SFL WATER MGMT-EVERGLADE CONST		0.1000		\$0.05	
WEST COAST INLAND WATERWAY		0.0400		\$0.02	
LEE COUNTY ALL HAZARDS - UNINC		0.0733		\$0.04	
SFL WATER MGMT-DISTRICT LEVY		0.5970		\$0.30	
NON AD VALOREM ASSESSMENTS					
Levying Authority		Rebate/Base		Amount	
COMBINED TOTAL					\$9.61

2

November 2001	December 2001	January 2002	February 2002	March 2002	April 2002
\$5,397.64	\$5,453.86	\$5,510.09	\$5,566.31	\$5,622.54	\$5,791.22
Tax Status	PAID	Paid Amount	\$5,397.64	PIN Number	01-00404241
Mailing Address		Tax Year	Account Number Original Account Number		District
PARADISE YACHT CLUB INC C/O DUCHARME DUANE 7401 BAY COLONY DR NAPLES FL 34108 USA		2001	21-44-24-15-01001.1000 21-44-24-15-01001.1000		030
Site Address		Legal Description			OR Book/Page
3900 ORANGE GROVE BLVD		LOCHMOOR UNIT 1 PB 28 PG 35 PT TRACT 1 DESC IN OR 1489 PG 1849			2669/1143
VALUES					
Just Value				\$292,870.00	
Assessed Value				\$292,870.00	
Assessed Save Our Homes Value				\$292,870.00	
Homestead Exemption				\$0.00	
Other Exemption				\$0.00	
Taxable Value				\$292,870.00	
AD VALOREM TAXES					
Taxing Authority		Mill Rate		Taxes Levied	
PUBLIC SCHOOL - BY LOCAL BOARD		2.6080		\$763.81	
PUBLIC SCHOOL - BY STATE LAW		5.8700		\$1,719.15	
LEE COUNTY CAPITAL IMP		1.0124		\$296.50	
LEE CO UNINCORPORATED - MSTU		1.2114		\$354.78	
LEE COUNTY GENERAL REVENUE		4.3277		\$1,267.45	
LEE COUNTY HYACINTH CONTROL		0.0358		\$10.48	
LEE COUNTY LIBRARY FUND		0.9630		\$282.03	
LEE COUNTY MOSQUITO CONTROL		0.3595		\$105.29	
NORTH FORT MYERS FIRE DISTRICT		2.0000		\$585.74	
SFL WATER MGMT-EVERGLADE CONST		0.1000		\$29.29	
WEST COAST INLAND WATERWAY		0.0400		\$11.71	
LEE COUNTY ALL HAZARDS - UNINC		0.0733		\$21.47	
SFL WATER MGMT-DISTRICT LEVY		0.5970		\$174.84	
NON AD VALOREM ASSESSMENTS					
Levying Authority		Rebate/Base		Amount	
COMBINED TOTAL				\$5,622.54	

November 2001	December 2001	January 2002	February 2002	March 2002	April 2002
\$14,012.34	\$14,158.30	\$14,304.27	\$14,450.23	\$14,596.19	\$15,034.08
Tax Status	PAID	Paid Amount	\$14,012.34	PIN Number	01-00404240
Mailing Address		Tax Year	Account Number Original Account Number		District
PARADISE YACHT CLUB INC 7401 BAY COLONY DR NAPLES FL 34108 USA		2001	21-44-24-15-01001.0000 21-44-24-15-01001.0000		030
Site Address		Legal Description			OR Book/Page
3900 ORANGE GROVE BLVD		LOCHMOOR UNIT 1 PB28 PG 35 TRACT I LESS HARBOR VILL COND + LESS PARL 1001.100			2669/1095
VALUES					
Just Value				\$751,750.00	
Assessed Value				\$751,750.00	
Assessed Save Our Homes Value				\$751,750.00	
Homestead Exemption				\$0.00	
Other Exemption				\$0.00	
Taxable Value				\$751,750.00	
AD VALOREM TAXES					
Taxing Authority		Mill Rate		Taxes Levied	
PUBLIC SCHOOL - BY LOCAL BOARD		2.6080		\$1,960.56	
PUBLIC SCHOOL - BY STATE LAW		5.8700		\$4,412.77	
LEE COUNTY CAPITAL IMP		1.0124		\$761.07	
LEE CO UNINCORPORATED - MSTU		1.2114		\$910.67	
LEE COUNTY GENERAL REVENUE		4.3277		\$3,253.35	
LEE COUNTY HYACINTH CONTROL		0.0358		\$26.91	
LEE COUNTY LIBRARY FUND		0.9630		\$723.94	
LEE COUNTY MOSQUITO CONTROL		0.3595		\$270.25	
NORTH FORT MYERS FIRE DISTRICT		2.0000		\$1,503.50	
SFL WATER MGMT-EVERGLADE CONST		0.1000		\$75.18	
WEST COAST INLAND WATERWAY		0.0400		\$30.07	
LEE COUNTY ALL HAZARDS - UNINC		0.0733		\$55.10	
SFL WATER MGMT-DISTRICT LEVY		0.5970		\$448.79	
NON AD VALOREM ASSESSMENTS					
Levying Authority		Rebate/Base		Amount	
SOLID WASTE ASSESSMENT		1.0000		\$164.03	
COMBINED TOTAL				\$14,596.19	

4

November 2001	December 2001	January 2002	February 2002	March 2002	April 2002
\$1,459.66	\$1,474.87	\$1,490.07	\$1,505.28	\$1,520.48	\$1,566.09
Tax Status	PAID	Paid Amount	\$1,459.66	PIN Number	01-00404170
Mailing Address		Tax Year	Account Number Original Account Number		District
PARADISE YACHT CLUB INC 7401 BAY COLONY DR NAPLES FL 34108		2001	21-44-24-24-00000.00A0 21-44-24-24-00000.00A0		030
Site Address		Legal Description			OR Book/Page
0 RESERVED		HARBOUR VILLAGE CONDO OR 1306 PG 475 RES FUTURE BLDGS 2 + 3			2669/1145
VALUES					
Just Value					\$79,200.00
Assessed Value					\$79,200.00
Assessed Save Our Homes Value					\$79,200.00
Homestead Exemption					\$0.00
Other Exemption					\$0.00
Taxable Value					\$79,200.00
AD VALOREM TAXES					
Taxing Authority		Mill Rate		Taxes Levied	
PUBLIC SCHOOL - BY LOCAL BOARD		2.6080		\$206.55	
PUBLIC SCHOOL - BY STATE LAW		5.8700		\$464.90	
LEE COUNTY CAPITAL IMP		1.0124		\$80.18	
LEE CO UNINCORPORATED - MSTU		1.2114		\$95.94	
LEE COUNTY GENERAL REVENUE		4.3277		\$342.75	
LEE COUNTY HYACINTH CONTROL		0.0358		\$2.84	
LEE COUNTY LIBRARY FUND		0.9630		\$76.27	
LEE COUNTY MOSQUITO CONTROL		0.3595		\$28.47	
NORTH FORT MYERS FIRE DISTRICT		2.0000		\$158.40	
SFL WATER MGMT-EVERGLADE CONST		0.1000		\$7.92	
WEST COAST INLAND WATERWAY		0.0400		\$3.17	
LEE COUNTY ALL HAZARDS - UNINC		0.0733		\$5.81	
SFL WATER MGMT-DISTRICT LEVY		0.5970		\$47.28	
NON AD VALOREM ASSESSMENTS					
Levying Authority		Rebate/Base		Amount	
COMBINED TOTAL					\$1,520.48

5

November 2001	December 2001	January 2002	February 2002	March 2002	April 2002
\$973.10	\$983.24	\$993.38	\$1,003.51	\$1,013.65	\$1,044.06
Tax Status	PAID	Paid Amount	\$973.10	PIN Number	01-00404171
Mailing Address		Tax Year	Account Number Original Account Number		District
PARADISE YACHT CLUB INC C/O DUCARME DUANE 7401 BAY COLONY DR NAPLES FL 34108 USA		2001	21-44-24-24-00000.00B0 21-44-24-24-00000.00B0		030
Site Address		Legal Description			OR Book/Page
0 RESERVED		HARBOUR VILLAGE CONDO OR 1306 PG 475 LAND RES BLDG 1			2669/1141
VALUES					
Just Value				\$52,800.00	
Assessed Value				\$52,800.00	
Assessed Save Our Homes Value				\$52,800.00	
Homestead Exemption				\$0.00	
Other Exemption				\$0.00	
Taxable Value				\$52,800.00	
AD VALOREM TAXES					
Taxing Authority		Mill Rate		Taxes Levied	
PUBLIC SCHOOL - BY LOCAL BOARD		2.6080		\$137.70	
PUBLIC SCHOOL - BY STATE LAW		5.8700		\$309.94	
LEE COUNTY CAPITAL IMP		1.0124		\$53.45	
LEE CO UNINCORPORATED - MSTU		1.2114		\$63.96	
LEE COUNTY GENERAL REVENUE		4.3277		\$228.50	
LEE COUNTY HYACINTH CONTROL		0.0358		\$1.89	
LEE COUNTY LIBRARY FUND		0.9630		\$50.85	
LEE COUNTY MOSQUITO CONTROL		0.3595		\$18.98	
NORTH FORT MYERS FIRE DISTRICT		2.0000		\$105.60	
SFL WATER MGMT-EVERGLADE CONST		0.1000		\$5.28	
WEST COAST INLAND WATERWAY		0.0400		\$2.11	
LEE COUNTY ALL HAZARDS - UNINC		0.0733		\$3.87	
SFL WATER MGMT-DISTRICT LEVY		0.5970		\$31.52	
NON AD VALOREM ASSESSMENTS					
Levying Authority		Rebate/Base		Amount	
COMBINED TOTAL				\$1,013.65	

6

November 2001	December 2001	January 2002	February 2002	March 2002	April 2002
\$41,187.52	\$41,616.56	\$42,045.60	\$42,474.63	\$42,903.67	\$44,190.78
Tax Status	PAID	Paid Amount	\$42,045.60	PIN Number	01-00281001
Mailing Address		Tax Year	Account Number Original Account Number		District
RESORT ENTERPRISES INC 3911 ORANGE GROVE BLVD N FT MYERS FL 33903 USA		2001	16-44-24-15-0000A.0000 16-44-24-15-0000A.0000		138
Site Address		Legal Description			OR Book/Page
3911 ORANGE GROVE BLVD-GOLF COURSE		LOCHMOOR UT 1 PB 28 PG 33 TRACTS A B E-I + LOT 98 LOCHMOOR GOLF COURSE			842/58
VALUES					
Just Value				\$2,195,240.00	
Assessed Value				\$2,195,240.00	
Assessed Save Our Homes Value				\$2,195,240.00	
Homestead Exemption				\$0.00	
Other Exemption				\$0.00	
Taxable Value				\$2,195,240.00	
AD VALOREM TAXES					
Taxing Authority		Mill Rate		Taxes Levied	
PUBLIC SCHOOL - BY LOCAL BOARD		2.6080		\$5,725.19	
PUBLIC SCHOOL - BY STATE LAW		5.8700		\$12,886.06	
LEE COUNTY CAPITAL IMP		1.0124		\$2,222.46	
LEE CO UNINCORPORATED - MSTU		1.2114		\$2,659.31	
LEE COUNTY GENERAL REVENUE		4.3277		\$9,500.34	
LEE COUNTY HYACINTH CONTROL		0.0358		\$78.59	
LEE COUNTY LIBRARY FUND		0.9630		\$2,114.02	
LEE COUNTY MOSQUITO CONTROL		0.3595		\$789.19	
NORTH FORT MYERS FIRE DISTRICT		2.0000		\$4,390.48	
SFL WATER MGMT-EVERGLADE CONST		0.1000		\$219.52	
WEST COAST INLAND WATERWAY		0.0400		\$87.81	
LEE COUNTY ALL HAZARDS - UNINC		0.0733		\$160.91	
SFL WATER MGMT-DISTRICT LEVY		0.5970		\$1,310.56	
BIRKDALE STREET LIGHT- MSTU		0.1117		\$245.21	
NON AD VALOREM ASSESSMENTS					
Levying Authority		Rebate/Base		Amount	
SOLID WASTE ASSESSMENT		1.0000		\$514.02	
COMBINED TOTAL				\$42,903.67	

7



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number 479-8374

Bob Jones
District One

Douglas R. St. Garry
District Two

Ray Judah
District Three

Andrew W. Cox
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

July 15, 2002

Mr. Duane DuCharme
President
Paradise Yacht Club, Inc.
3900 Orange Grove Boulevard
North Fort Myers, Florida 33903

Re: VAC2002-00015

Dear Mr. DuCharme:

You have indicated your desire to vacate a portion of the platted easement for the southernmost portion of Orange Grove Boulevard in order to facilitate the development of your property as proposed in your application for development order approval.

Based on a review of the information provided and our subsequent research, this office has no objection to the proposed vacation.

Sincerely,


DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division

Peter J. Eckenrode
Director

H:\Correspondence\Vacations\Vac2002\00015 The Estuary\Development Review Recommends.wpd

Memo

To: Peter Eckenrode, Development Services Director

From: Scott M. Gilbertson, Director 

Date: July 16, 2002

Subject: **Orange Grove Boulevard Petition to Vacate –
Partial Road Right-of-way – Lochmoor Unit 1, Plat Book 28, Page 35
(The Estuary)**

The Department of Transportation has reviewed the request to vacate the southern end of Orange Grove Boulevard located within the planned development known as The Estuary. The described petition to vacate proposes to vacate existing county maintained right-of-way. DOT offered no objection to the vacation with the understanding that the County would receive a replacement deed and a cul-de-sac will be constructed as part of the development order.

Orange Grove Boulevard is shown as a proposed alignment on the Official Trafficways Map, extending south and west of the existing pavement to connect to Hunter Boulevard. DOT staff has considered the impact of abandoning the right-of-way in relationship to the feasibility of constructing Orange Grove Boulevard as shown on the Trafficways Map. DOT determined that it would not object to the vacation because there is minimal chance that Orange Grove Boulevard will ever be constructed to connect to Hunter Boulevard in Cape Coral. In order to construct the extension of Orange Grove Boulevard through the Lochmoor property at least two of many criteria would have to be met: one is determining public necessity and the second is acquisition of the properties. There is no reserved dedicated public right-of-way recorded on the plat; therefore, acquisition would definitely be an expensive endeavor. Also, the expected travel demand between Orange Grove Boulevard and Hunter Boulevard could reasonably be met with the existing connection of Birkdale Avenue.

If you need any additional information, please give me a call.

MAL/SMG/mlb

cc: DOT PTV File (Orange Grove Boulevard)

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

May 24, 2002

Mr. Thomas W. McLean, P.E.
Hole Montes
6202-F Presidential Court
Fort Myers, FL 33919

**RE: Petition to Vacate
Partial Road Right-of-way – Orange Grove Boulevard,
Lochmoor Unit 1, Plat Book 28, page 35,
Section 21, Township 44, Range 24
(The Estuary)**

Dear Mr. McLean:

Lee County Department of Transportation has reviewed the submittal regarding the vacation for a portion of Orange Grove Boulevard. Based upon the submittal, DOT has determined that you plan to vacate the existing county maintained portion of right-of-way and the existing cul-de-sac. It is your intent through the development order process to provide a replacement warranty deed and build a cul-de-sac to the north of the existing cul-de-sac. DOT offers no objection to the vacation.

I trust that this letter provides you with a response to your request for a review, and should you have any additional questions, please do not hesitate to contact DOT.

Sincerely,

DEPARTMENT OF TRANSPORTATION


Scott M. Gilbertson, P.E.
Director

MAL/SMG/mlb

Cc: Don Blackburn, Development Services
Terry Kelly, Lee County Utilities
DOT PTV File – Orange Grove Boulevard

S:\DOCUMENT\Petition To Vacate\2002\orange grove blvd - McLean.doc

Knott, Consoer, Ebelini
Hart & Swett, P.A.
ATTORNEYS - AT - LAW

George H. Knott **
George L. Consoer, Jr. **
Mark A. Ebelini
Thomas B. Hart
H. Andrew Swett

* Board Certified Civil Trial Lawyer
** Board Certified Real Estate Lawyer
+ Board Certified Business Litigation Lawyer

1625 Hendry Street • Third Floor (33901)
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Gconsoer@knott-law.com

Matthew D. Uhle
Aaron A. Haak
Derrick S. Eibausen

Director of
Zoning and Land
Use Planning
Michael E. Roeder, AICP

September 6, 2002

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

Re: Title Certification of Apparent Title
Legal Description of Property Attached as Exhibit "A"

Dear Commissioners:

Please be advised that I have examined Title to the above referenced real property. Basing my opinion on title search performed by Attorneys' Title Insurance Fund, Inc., I have found that as of August 8, 2002, that fee simple title to said property to be vested in Paradise Yacht Club, Inc., a Florida Corporation.

Sincerely,

KNOTT, CONSOER, EBELINI
HART & SWETT, P.A.

George L. Consoer, Jr.
GLC/amv

Legal Description

A PORTION OF TRACT I, OF LOCHMOOR, UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE MOST SOUTHEASTERLY CORNER OF ORANGE GROVE BOULEVARD (A 60.00 FOOT RIGHT-OF-WAY), OF LOCHMOOR, UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT BEING THE BEGINNING OF A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.59°58'06"W., A DISTANCE OF 460.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 283.88 FEET AT A BEARING OF N.12°03'33"E., FOR A DISTANCE OF 288.58 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID EASTERLY RIGHT-OF-WAY OF ORANGE GROVE BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING RADIUS OF 460.00 FEET, THROUGH A CENTRAL ANGLE OF 16°06'20", SUBTENDED BY A CHORD OF 128.88 FEET AT A BEARING OF N.13°57'58"W., FOR A DISTANCE OF 129.30 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS N.36°55'15"E., A DISTANCE OF 90.00 FEET THEREFROM; THENCE RUN SOUTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 90.00 FEET, THROUGH A CENTRAL ANGLE OF 25°45'21", SUBTENDED BY A CHORD OF 40.12 FEET AT A BEARING OF S.65°57'26"E., FOR A DISTANCE OF 40.46 FEET TO A POINT OF REVERSE CURVE, CONCAVE WESTERLY; THENCE RUN SOUTHERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 55.00 FEET, THROUGH A CENTRAL ANGLE OF 162°55'19", SUBTENDED BY A CHORD OF 108.78 FEET AT A BEARING OF S.02°37'33"W., FOR A DISTANCE OF 156.39 FEET TO THE END OF SAID CURVE; THENCE RUN S.84°11'16"W., FOR A DISTANCE OF 1.73 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.126 ACRE, MORE OR LESS.

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

BEARING SHOWN HEREON REFER TO THE EASTERLY BOUNDARY OF TRACT H, OF LOCHMOOR, UNIT 1 ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28, AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.30°01'54"E.



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number (941)479-8181

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

May 30, 2002

Thomas W. McLean
Hole Montes and Associates
6202-F Presidential Court
Fort Myers, Fl. 33919

**SUBJECT: PROPOSED RIGHT-OF-WAY VACATION
SECTION 21, TOWNSHIP 44, RANGE 24
THE ESTURARY – HM PROJECT #00.10D**

Dear Mr. McLean:

Lee County Utilities has reviewed your proposed right-of-way vacation described in your letter of October 1, 2001, and the LCU exclusive use easement to replacement the right-of-way easement sent to us on May 1, 2002. Lee County Utilities has facilities located within the right-of-way easement to be vacated. However, the LCU exclusive use easement received will cause **NO OBJECTION** to the right-of-way easement vacation.

Additional easements will be required for any existing utilities and all new utilities located within the proposed development prior to acceptance of all facilities and prior to the issuance of water meters.

Should you have any questions, or require further assistance, please do not hesitate to contact our office at 479-8532 or 479-8181.

Sincerely,

LEE COUNTY UTILITIES

Mary McCormic
Engineering Tech III
UTILITIES ENGINEERING

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P.O. Box 398, Fort Myers, Florida 33902-0398 (941) 335-2111
Internet address <http://www.lee-county.com>
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER

ES SE
MAY, TERRY
THOM
ES

LEE COUNTY UTILITIES
EXCLUSIVE USE EASEMENT GRANT
AND INDEMNITY AGREEMENT

THIS INDENTURE, made and entered into this 1 day of MAY, 2002, between PARADISE YACHT CLUB, INC., Owner, hereinafter referred to as GRANTOR(S), and LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as GRANTEE.

WITNESSETH:

1. For and in consideration of the sum of ONE DOLLAR (\$1.00) 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 an exclusive utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference.

2. GRANTEE is granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations, and appurtenances, to be located on, under, across and through 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 system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains, and/or facilities.

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

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

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, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) 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. GRANTOR(S), its heirs, successors or assigns, shall indemnify and hold the GRANTEE harmless for any consequential damage to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which results from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities location within the above-described easement.

7. GRANTEE shall indemnify, save harmless and defend GRANTOR(S) against all losses, claims, demands,

payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of GRANTEE, its agents, consultants, employees or contractors in the execution of any work performed pursuant to this same, and agrees to assume any related costs.

8. 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 described easement shall be restored, by GRANTEE, to the condition in which it existed prior to the damage.

9. By acceptance of this easement, the County assumes no responsibility for ownership or maintenance of roads. The easement is exclusively for Lee County Utilities, for utility purposes only.

10. This Agreement shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

Thomas M. Ryan

1st Witness

[Signature], GRANTOR

Regina Liggett

2nd Witness

Title: V. President
PARADISE YACHT CLUB INC.

STATE OF Florida)
) SS:
COUNTY OF Lee)

The foregoing instrument was signed and acknowledged before me this 1st day of May, 2002
by Joseph Miklavic who has produced X X
(Print or Type Name) (Type Of Identification and Number)
as identification, and who (did) (did not) take an oath.

Kristin G. Cannestra
Notary Public Signature
Kristin G. Cannestra
Printed Name of Notary Public



Kristin G. Cannestra
MY COMMISSION # CC069723 EXPIRES
October 22, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Notary Commission Number

(NOTARY SEAL)

Approved As To Form:

Office of County Attorney



950 Encore Way · Naples, Florida 34110 · Phone: 941.254.2000 · Fax: 941.254.2099

HM PROJECT #2000.010
05/02/2002
REF. DWG. #B-3818

LEGAL DESCRIPTION:

A PORTION OF TRACTS H AND I, ALONG WITH A PORTION OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST SOUTHWESTERLY CORNER OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.59°58'06"W., A DISTANCE OF 400.00 FEET THEREFROM; THENCE RUN NORTHERLY, ALONG THE WESTERLY RIGHT-OF-WAY LINE OF SAID ORANGE GROVE BOULEVARD AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 400.00 FEET, THROUGH A CENTRAL ANGLE OF 35°56'42", SUBTENDED BY A CHORD OF 246.85 FEET AT A BEARING OF N.12°03'33"E., FOR A DISTANCE OF 250.94 FEET TO THE END OF SAID CURVE; THENCE RUN N.84°05'12"E., FOR A DISTANCE OF 68.59 FEET; THENCE RUN S.15°32'37"E. FOR A DISTANCE OF 54.47 FEET; THENCE RUN S.11°35'10"W. FOR A DISTANCE OF 159.34 FEET; THENCE RUN S.27°15'32"W. FOR A DISTANCE OF 166.73 FEET; THENCE RUN S.89°39'50"W. FOR A DISTANCE OF 19.40 FEET TO A POINT ON THE EASTERLY BOUNDARY OF TRACT H OF SAID PLAT OF LOCHMOOR, UNIT 1; THENCE RUN S.30°01'54"W. FOR A DISTANCE OF 39.45 FEET; THENCE RUN N.59°58'06"W. FOR A DISTANCE OF 60.00 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID TRACT H; THENCE RUN N.30°01'54"E., ALONG THE WESTERLY BOUNDARY OF SAID TRACT H, FOR A DISTANCE OF 130.00 FEET TO THE POINT OF BEGINNING; CONTAINING 0.673 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE EASTERLY BOUNDARY OF TRACT H OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.30°01'54"E.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

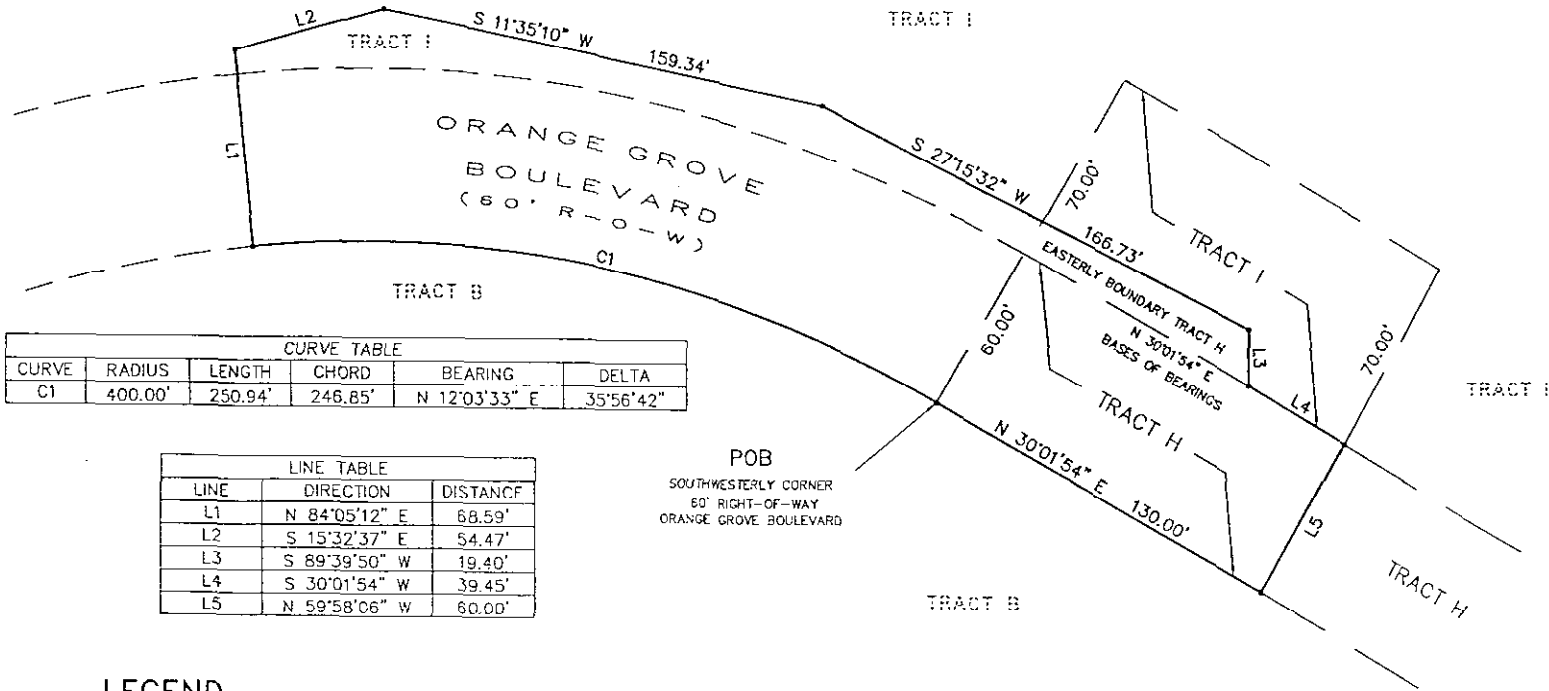
BY Jerry L. Riffelmacher P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA



GRAPHIC SCALE



(IN FEET)
1 inch = 50 ft.



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	400.00'	250.94'	246.85'	N 12°03'33" E	35°56'42"

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 84°05'12" E	68.59'
L2	S 15°32'37" E	54.47'
L3	S 89°39'50" W	19.40'
L4	S 30°01'54" W	39.45'
L5	N 59°58'06" W	60.00'

LEGEND

POB POINT OF BEGINNING

* NOT A SURVEY *

PARTY CHIEF:	DATE
JLR	5/02
DRAWN BY:	DATE
JLR	5/02
CHECKED BY:	DRAWING NO.
JLR	B-3818

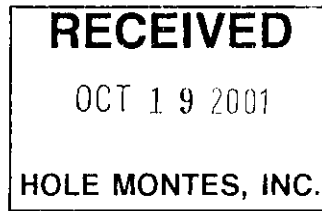


950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Authorization No.1772

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

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

PROJECT NO.
2000010
REFERENCE NO.
UESL



(941) 479-8124

BOARD OF COUNTY COMMISSIONERS

Wednesday, October 17, 2001

Bob Janes
District One

Douglas R. St. Canny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albon
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

Mr. Thomas McLean, P.E.
Hole Montes, Inc.
6202-F Presidential Court
Fort Myers, FL 33919

Re: Petition to Vacate a portion of Orange Grove Boulevard right of way located in parcel STRAP # 214424-15-01001.0000, and recorded in Plat Book 28 at Page 35, Public Records of Lee County, Florida.

Dear Mr. McLean:

Based on the review of the documents submitted with your request, Lee County Division of Natural Resources has no objection to the vacation of a portion of the subject right of way.

Should you have any questions, please call me at the above telephone number.

Regards,

ENVIRONMENTAL SERVICES DEPARTMENT

Allen L. Davies, Jr., P.S.M.
Engineer II
Natural Resources Division

-cc: Don Blackburn, Development Services
Joan Henry, County Attorney's Office
Margaret Lawson, LCDOT
Roland Ottolini, P.E., NRD

S:\NATRES\SURFACE\DOCUMENT\vac207.doc



Post Office Box 3455
North Fort Myers, FL 33918-3455
(941) 995-2121 • FAX (941) 995-7904
www.lcec.net • www.lino.com

RECEIVED
OCT 08 2001
HOLE MONTES, INC.

October 5, 2001

Mr. Thomas W. McLean, P.E.
Hole Montes
6202-F Presidential Ct.
Ft. Myers, FL 33919

Re: The Estuary, HM Project No.: 00.10D

Dear Mr. McLean:

LCEC does not object to vacation of that portion of Orange Grove Boulevard as shown on the attached proposed boundary map. Please be advised that LCEC has existing facilities in or near this location installed under those easements granted in O.R. 1293, page 1245 and O.R. 1217, page 1081, of the public records of Lee County.

Please call me at 656-2422 if I can be of any further assistance.

Sincerely,

Karen Hardin
Real Property Representative

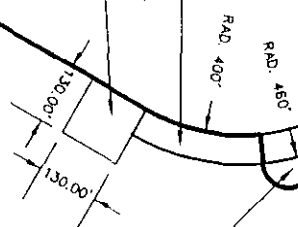
Attachment

PROPOSED PROJECT BOUNDARY
AREA = 67.83 ACRES

EXISTING ORANGE GROVE BLVD.
50' R.O.W., AREA = 0.37 AC
INCLUDED IN PROJECT VIA R.O.W.
VACATION PROCESS.

EXISTING CUL-DE-SAC
O.R. BOOK 857, PG. 839
AREA = 0.39 AC
TO BE INCORPORATED INTO
PROJECT VIA LAND
EXCHANGE PROCESS

PROPOSED CUL-DE-SAC TO
BE REMOVED FROM PROJECT
VIA LAND EXCHANGE PROCESS.
AREA = 0.13 AC



SCALE: 1" = 400'

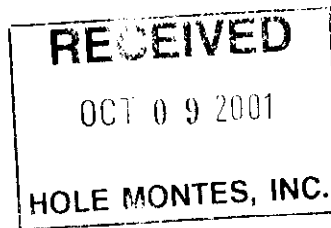
\\2000\2000010-D SOUTH RM-2 PARCEL PERMITTING\COUNTY ATTORNEY\0010DEX2.dwg 08/12/01 02:19:35 PM EDT



6202-F Presidential Court
Fort Myers, FL. 33919
Phone : (941) 985-1200
Professional Registration No.1772
Naples - Fort Myers - Venice - Englewood

THE ESTUARY
PROPOSED BOUNDARY

FIGURE NO.
EX-2



8441 Littleton Road
North Fort Myers, FL 33903

October 5, 2001

Mr. Thomas W. McLean, P.E.
Hole Montes
6202-F Presidential Court
Fort Myers, Florida 33902-0370

RE: The Estuary, HM project No. 00.10D

Dear Mr. McLean:

With reference to your letter of October 1, 2001 requesting Sprint Telephone of Florida's concurrence with the vacation of right of way on a portion of Orange Grove Boulevard. Sprint Telephone of Florida agrees to the vacation with the following stipulation:

1. Should there be any relocation of telephone facilities, all cost will be born by the property owner.

Should you have any questions about this matter please call me at 941-336-2117.

Sincerely,

A handwritten signature in black ink that reads "Hal Dever". The signature is written in a cursive style with a large, looping initial "H".

Hal Dever
Engineer I



301 Tower Road
Naples, FL 34113
Telephone: 941-732-3819
FAX: 941-992-1289

RECEIVED
OCT 24 2001
HOLE MONTES, INC.

October 17, 2001

Thomas W. McLean, P.E.
Hole Montes
6202-F
Fort Myers, Florida 33919

Re: Right-Of-Way Vacation The Estuary, HM Project No.: 00.10D

Dear Thomas,

Comcast has no objection to the Vacating the above referenced utility easement. If you have any future concerns, please do not hesitate to call me at (941) 732-1819.

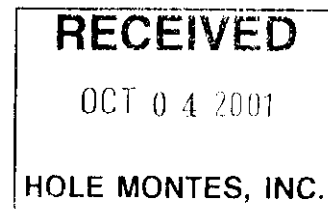
Sincerely,

A handwritten signature in cursive script that reads "Scott Miller".

Scott Miller
Design Coordinator

SAM

AmeriGas
America's Propane Company



October 3, 2001

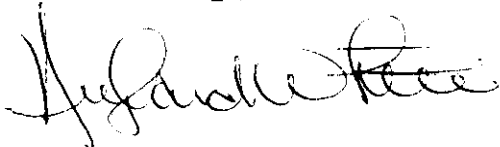
Thomas W. McLean, P.E.
Hole Montes, Inc.
6202-F Presidential Court
Fort Myers, FL 33919

RE: The Estuary, HM Project No.: 00.10D
Request for a letter of Review and
Recommendation on a proposed right-of-way
vacation

Dear Mr. McLean:

In response to the above referenced request, please
be advised that, to the best of our knowledge, we
do not have a line in this area; therefore, we have
no objection to the proposed easement vacation.

Sincerely,



Neyland White
Service Manager

NW/lp

**RESOLUTION NO. _____ TO SET PUBLIC HEARING
FOR PETITION TO VACATE Case Number: VAC2002-00015**

WHEREAS, a Petition to Vacate was filed with the Board of County Commissioners;
and

WHEREAS, the Petitioner seeks to abandon, discontinue, close or vacate a portion
of a plat, easement, parcel or right-of-way legally described in the attached Exhibit "A"

WHEREAS, under Florida Statute and the Lee County Administrative Code, the
Board must hold a Public Hearing in order to grant a vacation affecting a public easement,
public right-of-way or platted lands.

BE IT THEREFORE RESOLVED by the Board of County Commissioners of Lee
County, Florida, as follows:

1. A Public Hearing on Petition to Vacate No. VAC2002-00015 is set for the
_____ in the Lee County Commission Chambers.

2. A Notice of Public Hearing on this Petition to Vacate will be published in
accordance with the Lee County Administrative Code.

THIS RESOLUTION passed by voice and entered into the minutes of the Board of
County Commissioners of Lee County, Florida this _____.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY
COMMISSIONERS OF
LEE COUNTY, FLORIDA

Deputy Clerk Signature

Chairman Signature

Please Print Name

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name



950 Encore Way · Naples, Florida 34110 · Phone: 941.254.2000 · Fax: 941.254.2099

HM PROJECT #2000.010
09/08/2002
REF. DWG. #B-3971

LEGAL DESCRIPTION:

A PORTION OF TRACTS H AND I, AND A PORTION OF ORANGE GROVE BOULEVARD, A 60.00 FOOT RIGHT-OF-WAY, OF LOCHMOOR, UNIT 1, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 28 AT PAGES 33 THROUGH 37 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Riffelmacher P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

Exhibit "A"

NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2002-00015

TO WHOM IT MAY CONCERN:

Notice is hereby given that on the 22nd day of October, 2002 @5:00 PM in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider and take action on a Petition vacating the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A".

Interested parties may appear in person or through a representative and be heard with respect to the Petition to Vacate.

Anyone wishing to appeal the decision made by the Board with respect to any matter considered at this meeting will need a record of the proceeding for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

A copy of the Petition to Vacate is on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, Minutes Office, 2115 Second Street, Fort Myers, Florida.

CHARLIE GREEN, CLERK

Deputy Clerk Signature

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name



950 Encore Way · Naples, Florida 34110 · Phone: 941.254.2000 · Fax: 941.254.2099

HM PROJECT #2000.010
09/08/2002
REF. DWG. #B-3971

LEGAL DESCRIPTION:

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HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Riffelmacher P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

Exhibit "A"