

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

Blue Sheet No. 20031489

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of a parcel in Gladiolus Drive Widening Project #4043, in the amount of \$85,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: Acquires property for future widening of Gladiolus Drive.

2. DEPARTMENTAL CATEGORY: 06 COMMISSION DISTRICT # 3 <i>C6A</i>		3. MEETING DATE: <i>01-20-2004</i>
4. AGENDA: <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON TIME REQUIRED:	5. REQUIREMENT/PURPOSE: <i>(Specify)</i> <input checked="" type="checkbox"/> STATUTE 125 <input type="checkbox"/> ORDINANCE <input type="checkbox"/> ADMIN. CODE <input type="checkbox"/> OTHER	6. REQUESTOR OF INFORMATION: A. COMMISSIONER B. DEPARTMENT <i>Independent</i> C. DIVISION <i>County Lands 12-24-03</i> BY: <i>Karen L. W. Forsyth, Director</i>

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee Simple, Vacant Land

Property Details:

Owner: William C. Hillemeier, Trustee of the Gladiolus Land Trust
STRAP No.: 33-45-24-00-00001.0040

Purchase Details:

Purchase Price: \$85,000.00
Costs to Close: \$3,500.00

Appraisal Information:

Company: Diversified Appraisal, Inc.
Salient Appraisal Data Attached.

Staff Recommendation: County staff recommends the Board approve the requested motion.

Account: 20408318804.506110

Attachments: Purchase Agreement; Affidavit of Beneficial Interest; Appraisal Data; Location Map; Title Data; 5-year Sales History

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					QA	OM	Risk	GC	
<i>12/30/03</i>				<i>John Medgure 12-30-03</i>	<i>12/30/03</i>	<i>12/30/03</i>	<i>12/30/03</i>	<i>12/30/03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
 COUNTY ATTORNEY
 12/30/03
 2:35 PM
 FORWARDED TO:
 Co. Admin.
 12/30/03

RECEIVED BY
 COUNTY ADMIN:
 12/31/03
 8:10 AM SCF
 COUNTY ADMIN
 FORWARDED TO:
[Signature]

This document prepared by

Lee County
County Lands Division
Project: Gladiolus Drive Widening Project
Parcel: Hillemeier/Gladiolus Land Trust
STRAP No.: 33-45-24-00-00001.0040

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this ____ day of December, 2003 by and between **William C. Hillemeier, as Trustee of the Gladiolus Land Trust**, hereinafter referred to as SELLER, whose address is 10217 Orchid Ridge Lane, Bonita Springs, FL 34135, and **Lee County, a political subdivision of the State of Florida**, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 0.84 acres more or less, and located on Gladiolus Drive, Fort Myers, FL and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Gladiolus Drive Widening Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Eighty Five Thousand and no/100 dollars (\$85,000.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$85,000.00, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
 - (a) Recording fee for deed;
 - (b) survey, (if desired by BUYER);
 - (c) reimbursement of SELLER's appraisal expense in the amount of \$2,500.00.

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, 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 with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that, there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. **All warranties described in this section are to the best of the SELLER's knowledge and will survive for a period of 6 months from the date of closing of this transaction.**

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer **on or before February 3, 2003** will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Art Long

Jose Luis

SELLER:

Wm. C. Hillemeier
William C. Hillemeier, ~~Trustee~~ ~~Trustee~~
Gladiolus Land Trust

CHARLIE GREEN, CLERK

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

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Exhibit A

Hillemeier, Trustee to Lee County

A Tract or Parcel of land situated in the State of Florida, County of Lee, being a part of the Northwest one-quarter (NW ¼) of Section 33, Township 45 South, Range 24 East, and more particularly described as follows:

Commencing at a Railroad Spike Marking the Northwest corner of said Section 33, thence South 88 degrees 52' 10" East along the North line of said Section 33 for 33.01 feet to the Easterly Right-Of-Way of A & W Bulb Road; thence South 00 degrees 15' 06" East along said Right-Of-Way for 810.07 feet; thence South 89 degrees 59' 22" East along said Right-Of-Way for 3.48 feet; thence South 00 degrees 00' 38" West along said Right-Of-Way for 433.45 feet to the Point of Beginning; thence continue South 00 degrees 00' 38" West for 100.00 feet to the intersection with the Northerly Right-Of-Way of Gladiolus Drive (SR #865) and a point on a curve; thence Northeasterly along a curve and a point on a curve; thence Southeasterly along a curve on the Northerly Right-Of-Way of Gladiolus Drive and concave to the Southeast having a Radius of 1482.40 feet, a chord length of 455.60 feet and a chord bearing North 81 degrees 06' 07" East for 457.41 feet to a Point of Tangency; thence North 89 degrees 56' 30" East for 840.38 feet along said Northerly Right-Of-Way to the Westerly line of Villages of Ascot Condominium, as recorded in Official Records Book 1864, Page 3194, Public Records of Lee County, Florida; thence North 00 degrees 08' 54" West for 25.00 feet along said Westerly line; thence South 89 degrees 56' 30" West for 840.34 feet along a line parallel with and 25.00 feet North of (as measured at right angles) the Northerly Right-Of-Way of said Gladiolus Drive to a Point of Curvature; thence Southwesterly along the Curve Concave to the Southeast having a Radius of 1507.40 feet, a Chord length of 337.69 feet and a Chord Radius of 1507.40 feet, a Chord length of 337.69 feet and a Chord bearing of South 83 degrees 30' 37" West for 333.40 feet; thence North 69 degrees 33' 25" West for 122.24 feet to the Point of Beginning.

Bearings herein above mentioned are assumed based on the North line of the Northwest Quarter (NW ¼) of said Section 33, being South 88 degrees 52' 10" East.

Parcel: Hillemeyer/Gladiolus Land Trust
Project: Gladiolus Drive Widening, No. 4083

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 14 day of Nov, 2003 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

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

The Name and Address of the Grantor is:

William C. Hillemeyer, Trustee of the Gladiolus Land Trust


The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. William C. Hillemeyer, 10217 ORCHID RIDGE LN, BONITA SPRINGS, FL
2. GLEN EQUITIES, INC. BY William Hillemeyer, PRESIDENT
3. 10217 ORCHID RIDGE LN, BONITA SPRINGS, FL 34135
3. (The sole SHAREHOLDER IN GLEN EQUITIES, INC. IS WILLIAM HILMEYER)
4. _____
5. _____
6. _____

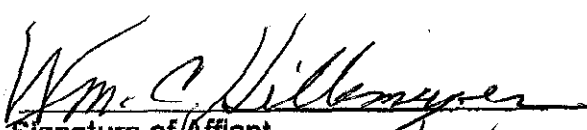
The real property to be conveyed to Lee County is known as: See attached Exhibit A


FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered in our presences:



 Witness Signature

 Printed Name


 Signature of Affiant
William Hillemeyer
 Printed Name


 Witness Signature

 Printed Name


 Printed Name

Affidavit of Interest in Real Property
Parcel: Hillemeyer/Gladiolus Land Trust
Project: Gladiolus Drive Widening, No. 4083

STATE OF FLORIDA

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 13 day of November, 2003 by William Hillemeyer
(name of person acknowledged)

Kathy A. Campbell
(Notary Signature)

(SEAL)



KATHY A. CAMPBELL
MY COMMISSION # DD 175272
EXPIRES: January 1, 2007
Bonded Thru Budget Notary Services

Kathy A. Campbell
(Print, type or stamp name of Notary)

Personally known
OR Produced Identification
Type of Identification _____

Exhibit A

Hillemeier, Trustee to Lee County

A Tract or Parcel of land situated in the State of Florida, County of Lee, being a part of the Northwest one-quarter (NW ¼) of Section 33, Township 45 South, Range 24 East, and more particularly described as follows:

Commencing at a Railroad Spike Marking the Northwest corner of said Section 33, thence South 88 degrees 52' 10" East along the North line of said Section 33 for 33.01 feet to the Easterly Right-Of-Way of A & W Bulb Road; thence South 00 degrees 15' 06" East along said Right-Of-Way for 810.07 feet; thence South 89 degrees 59' 22" East along said Right-Of-Way for 8.48 feet; thence South 00 degrees 00' 38" West along said Right-Of-Way for 433.45 feet to the Point of Beginning; thence continue South 00 degrees 00' 38" West for 100.00 feet to the intersection with the Northerly Right-Of-Way of Gladiolus Drive (SR #865) and a point on a curve; thence Northeasterly along a curve and a point on a curve; thence Southeasterly along a curve on the Northerly Right-Of-Way of Gladiolus Drive and concave to the Southeast having a Radius of 1482.40 feet, a chord length of 455.60 feet and a chord bearing North 81 degrees 06' 07" East for 457.41 feet to a Point of Tangency; thence North 89 degrees 56' 30" East for 840.38 feet along said Northerly Right-Of-Way to the Westerly line of Villages of Ascot Condominium, as recorded in Official Records Book 1884, Page 3194, Public Records of Lee County, Florida; thence North 00 degrees 08' 54" West for 25.00 feet along said Westerly line; thence South 89 degrees 56' 30" West for 840.34 feet along a line parallel with and 25.00 feet North of (as measured at right angles) the Northerly Right-Of-Way of said Gladiolus Drive to a Point of Curvature; thence Southwesterly along the Curve Concave to the Southeast having a Radius of 1507.40 feet, a Chord length of 837.69 feet and a Chord Radius of 1507.40 feet, a Chord length of 837.69 feet and a Chord bearing of South 88 degrees 30' 37" West for 338.40 feet; thence North 69 degrees 33' 25" West for 122.24 feet to the Point of Beginning.

Bearings herein above mentioned are assumed based on the North line of the Northwest Quarter (NW ¼) of said Section 33, being South 88 degrees 52' 10" East.

Diversified Appraisal, Inc.
Real Estate Appraisers and Consultants

Ted A. Dickey, MAI
State-Certified General Appraiser
Certification #0000570

David C. Vaughan, MAI, MBA
State-Certified General Appraiser
Certification #0000569



21 October 2003



Mr. William C. Hillemeier
10217 Orchid Ridge Lane
Bonita Springs, FL 34135

Attention: Mr. William Hillemeier, President

RE: Job #100304 - Complete Summary Appraisal of 25' Strip on
Gladiolus Drive containing 0.86 acres

Dear Mr. Hillemeier:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 21 October 2003. Within the attached summary appraisal report, please find enclosed a description of the subject property.

This is a Summary Appraisal Report which intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's work file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. I have complied with the Standards of Professional Appraisal Practice, Competency Rule. I certify that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

Mr. William C. Hillemeier
Page Two
21 October 2003

The purpose of the appraisal is to estimate the just compensation due the property owner as a result of a potential acquisition. Just compensation is a combination of any land/improvement taken plus any legal compensable severance damages. Just compensation is best determined by estimating the market value. Market value as set forth in Title 12 of the Code of Federal Regulations 564.2 (f) is:

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 and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The function of the appraisal is understood to be for use as a basis for negotiating the possible sale of the property to Lee County.

The appraiser did not detect and has no knowledge of the existence of any hazardous materials or substances on the site. This appraisal assumes that no such materials exist to the extent that they would have an effect on the value. If any hazardous materials or substances are found on the site, then this appraisal is subject to reanalysis. The appraiser is not an expert in this field.

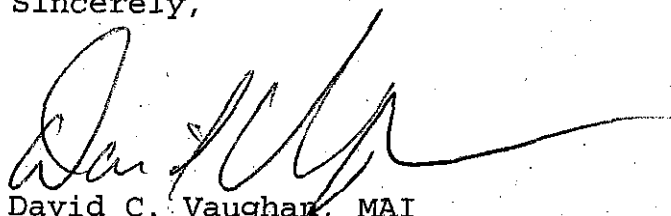
Mr. William C. Hillemeier
Page Three
21 October 2003

The subject property is appraised as of 21 October 2003, the date of the inspection of the property. A detailed on-site inspection was made on that date by David C. Vaughan, MAI.

Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the just compensation due the property owner, as of 21 October 2003, is:

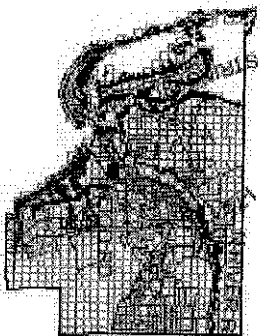
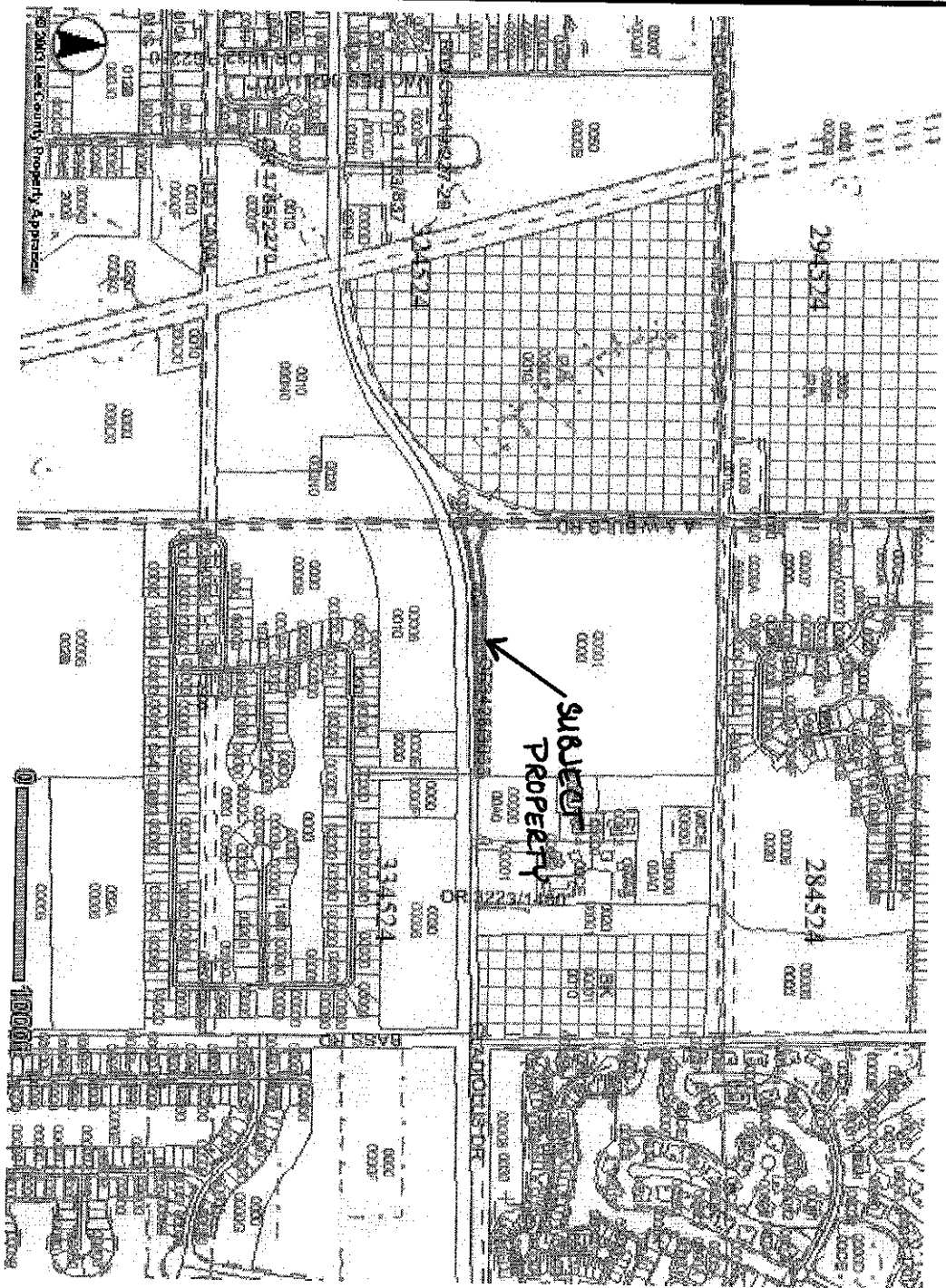
ONE HUNDRED TWENTY THOUSAND DOLLARS. (\$120,000)

Sincerely,



David C. Vaughan, MAI
State-Certified General Appraiser
Certification #0000569

Hillemeyer Parcel - Gladiolus Drive Widening Project



Division of County Lands

Updated Ownership and Easement Search

Search No. 22283

Date: December 24, 2003

Parcel:

Project: Gladiolus Drive Project 4083

To: Michele S. McNeill SR/WA
Property Acquisition Agent

From: Kenneth Pitt 
Property Acquisition Assistant

STRAP: 33-45-24-00-00001.0040

Effective Date: December 3, 2003.

Subject Property: See attached

Title to the subject property is vested in the following:

Jay D. Morrow and William C. Hillemeier, Co-Trustees of the Gladiolus Land Trust.

by that certain instrument dated June 9, 1998, recorded June 16, 1998, in Official Record Book 2973, Page 2761, Public Records of Lee County, Florida.

Easements:

1. Ingress and Egress Easement between William C. Hillemeier, Trustee of the Gladiolus Land Trust and Stone Gate Landings, L.C.C., recorded in Official Record Book 3428, Page 3033, Public Records of Lee County, Florida.

NOTE(1): Resolutions of the Board of County Commissioners, recorded in Official Record Book 1734, Page 2875; Official Record Book 2010, Page 1884; and Official Record Book 2010, Page 1889, Public Records of Lee County, Florida.

NOTE(2): Notice of Development Order, recorded in Official Record Book 2167, Page 517, Public Records of Lee County, Florida.

NOTE(3): Notice of Development Order Approval, recorded in Official Record Book 3199, Page 4802, Public Records of Lee County, Florida.

NOTE(4): Subject to a Judgment in the sum of \$63,966.37 vs. Jay D. Morrow, recorded in Official Record Book 3748 Page 4554, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 22283

Date: December 24, 2003

Parcel:

Project: Gladiolus Drive Project 4083

Tax Status: \$767.00 due & owing for Tax Year 2003.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

A tract or parcel of land situated in the State of Florida, County of Lee, being a part of the Northwest one-quarter (Northwest 1/4) of Section 33, Township 45 South, Range 24 East, and more particularly described as follows:

Commencing at a railroad spike marking the Northwest corner of said Section 33; thence South 88 degrees 52'10" East along the Northline of said Section 33 for 33.01 feet to the Easterly right-of-way of A & W Bulb Road; thence South 00 degrees 15'06" East along said right-of-way for 810.07 feet; thence South 89 degrees 59'22" East along said right-of-way for 3.48 feet; thence South 00 degrees 00'38" West along said right-of-way for 433.45 feet to the Point of Beginning; thence continue South 00 degrees 00'38" West for 100.00 feet to the intersection with the Northerly right-of-way of Gladiolus Drive (S.R. No. 865) and a point on a curve; thence Northeasterly along a curve and a point on a curve; thence Southeasterly along a curve on the Northerly right-of-way of Gladiolus Drive and concave to the Southeast having a radius of 1482.40 feet, a chord length of 455.60 feet and a chord bearing North 81 degrees 06'07" East for 457.41 feet to a point of tangency; thence North 89 degrees 56'30" East for 840.38 feet along said Northerly right-of-way to the Westerly line of Villages of Ascot Condominium, as recorded in Official Records Book 1864 at Page 3194, Public Records of Lee County, Florida; thence North 00 degrees 08'54" West for 25.00 feet along said Westerly line; thence South 89 degrees 56'30" West for 840.34 feet along a line parallel with and 25.00 feet North of (as measured at right angles) the Northerly right-of-way of said Gladiolus Drive to a point of curvature; thence Southwesterly along the curve concave to the Southeast having a radius of 1507.40 feet, a chord length of 337.69 feet and a chord bearing of South 83 degrees 30'37" West for 338.40 feet; thence North 69 degrees 33'25" West for 122.24 feet to the Point of Beginning.

Bearings herein above mentioned are assumed based on the North line of the Northwest quarter (Northwest 1/4) of said Section 33 being South 88 degrees 52'10" East.

**RESIGNATION OF TRUSTEE
GLADIOLUS LAND TRUST**

THIS INSTRUMENT is effective as of January 2, 1999. The parties to this instrument are **WILLIAM C. HILLEMAYER and JAY D. MORROW**, as Co-Trustees of the Gladiolus Land Trust.

BACKGROUND

William C. Hillemeier and Jay D. Morrow are the original Co-Trustees of the Gladiolus Land Trust (the "Trust"), which Trust acquired fee simple title to property in the northwestern corner of Section 33, Township 48, Range 24 East, Lee County, Florida as more particularly described in that certain Warranty Deed recorded at O.R. Book 2973, Page 2761, Public Records of Lee County, Florida.


Jay D. Morrow has resigned as Co-Trustee as of the effective date of this Agreement.

TERMS

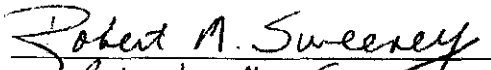
1. Jay D. Morrow hereby resigns as Co-Trustee as of the effective date of this Agreement.
2. William C. Hillemeier acknowledges and accepts such resignation.
3. In accordance with the terms and provisions of the Trust, William C. Hillemeier shall act as sole trustee of the Trust.
4. The Trust continues to be in full force and effect.

Executed as of the date stated above.

Witnesses:


SHARON L. WOODS

Print Name of Witness #1


Robert M. Sweeney

Print Name of Witness #2


JAY D. MORROW

Witnesses:

Elise M. Robyn
Elise M. Robyn
Print Name of Witness #1

Wm. C. Hillemeier
WILLIAM C. HILLEMAYER

Carol Z. Lively
Carol Z. Lively
Print Name of Witness #2

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 7th day of June, 2001, by JAY D. MORROW, who is personally known to me.

(SEAL)

Sharon L. Woods
NOTARY PUBLIC
Print Name: SHARON L. WOODS
My Commission Expires:

STATE OF Connecticut
COUNTY OF Fairfield

The foregoing instrument was acknowledged before me this 5th day of June, 2001, by WILLIAM C. HILLEMAYER, who is personally known to me.

(SEAL)

Rosemary Afholderbach
NOTARY PUBLIC
Print Name: _____
My Commission Expires:

ROSEMARY AFHOLDERBACH
NOTARY PUBLIC
MY COMMISSION EXPIRES FEB. 28, 2003



5-Year Sales History

Hilemeyer Parcel

Gladiolus Drive Widening Project, No. 4083

NO SALES in PAST 5 YEARS

S:\POOL\LANDDFRM\HISTORY.WPD