

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

Blue Sheet No. 20040325

1. REQUESTED MOTION:

ACTION REQUESTED: Approve and execute Treeline Avenue Extension Agreement between Worthington Southwest Holdings and Lee County; authorize staff to process all documents necessary to fulfill the Agreement provisions.

WHY ACTION IS NECESSARY: Board approval is necessary to create a binding agreement.

WHAT ACTION ACCOMPLISHES: Establishes an alternative alignment for Treeline Avenue from the north section line of Section 11, Township 45 South, Range 25 East south to Daniels Parkway; provides for design, permitting and construction by Worthington under direction/supervision of Lee County; provides for the necessary drainage easements for the right-of-way.

2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT # 5

C9A

3. MEETING DATE:

03-30-2004

4. AGENDA:

5. REQUIREMENT/PURPOSE:
(Specify)

6. REQUESTOR OF INFORMATION:

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

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER

- A. COMMISSIONER
- B. DEPARTMENT Transportation
- C. DIVISION

BY: Scott M. Gilbertson

7. BACKGROUND:

In 2002, the Department of Transportation was in the predesign phase of establishing the proposed right-of-way alignment for Treeline Avenue from the half section line at Section 11, Township 45 south, Range 25 East. In December 2002, Worthington Holdings informed us they were assembling property for the Arborwood development and wanted to propose a change in the alignment of Treeline through their development. The revised (new) alignment would have no additional environmental impacts and Worthington would be able to accommodate wetland mitigation and drainage required by the road construction within their development.

Therefore, the County has negotiated with Worthington to establish an alternative alignment for this segment of Treeline Avenue.

CONTINUED ON PAGE 2

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
<i>RK 3/17/04</i>		NA		<i>Johnnie Mcghee 3-17-04</i>	OA <i>RK 3/17</i>	OM <i>3/18/04</i>	Risk <i>3/18/04</i>	GC <i>3/17/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 3/14/04
Time: 9:05 AM
Forwarded To:
Co. Adm.
3/17/04 9:30

RECEIVED BY
COUNTY ADMIN
03/17/04
FORWARDED TO:
3/18/04

7. BACKGROUND (Continued):

Under the terms of this agreement, any existing County owned right-of-way will be replaced in kind and any length of right-of-way above the County's preliminary alignment will be donated. Road impact fee credits will be granted only for the amount of right-of-way that the County anticipated purchasing under old alignment.

Drainage will be accommodated by the adjacent property owners as part of their respective developments. The proper drainage easements will be executed when necessary.

Under the agreement, the County agrees to process a Petition to Vacate a portion of the existing Treeline Avenue alignment after receipt of the deeds establishing the new alignment.

County staff has reviewed the agreement and recommends Board approval.

TREELINE AVENUE EXTENSION AGREEMENT

This Treeline Avenue Extension Agreement ("Agreement") is entered into and effective this 31st day of December, 2003, by Worthington Holdings Southwest, LLC, a Florida limited liability company whose address for purposes of this Agreement is 9240 Marketplace Road, Fort Myers, FL 33912 ("Worthington"), and Lee County, a political subdivision of the State of Florida, whose address for purposes of this Agreement is P.O. Box 398, Fort Myers, FL 33902-0398 ("County").

WITNESSETH:

WHEREAS, Worthington is developing a project known as Arborwood Development of Regional Impact ("Arborwood DRI"), located in Sections 10, 11, 12, 13, 14, 15 and 23, Township 45 South, Range 25 East in Lee County; and

WHEREAS, Worthington desires to participate in the extension and improvement of Treeline Avenue in order to support its development and all area development, and to accelerate that improvement so that it is completed sooner than if constructed by the County under current County time projections; and

WHEREAS, the proposed extension of Treeline Avenue from Colonial Boulevard to Daniels Parkway is consistent with the Lee County MPO 2020 Transportation Plan for the Fort Myers – Cape Coral Metropolitan Area, the Lee County Comprehensive Plan, and the City of Fort Myers Comprehensive Plan; and

WHEREAS, Worthington desires to provide for the realignment of the existing Treeline Avenue right-of-way from the north section line of Section 11, Township 45 South, Range 25 East (the "North Terminus") south to Daniels Parkway; and

WHEREAS, Worthington desires to design and construct Treeline Avenue as four lanes (ultimately six lanes) from the existing four lane divided section south of Colonial Boulevard to Daniels Parkway; and

WHEREAS, the parties believe this Agreement will facilitate County right-of-way needs, accelerate the construction of Treeline Avenue, accommodate Worthington's objectives and desires, and adequately protect the public interest;

NOW, THEREFORE, in consideration of the mutual benefits and covenants contained in this Agreement, the sufficiency of which is acknowledged by both parties hereto, the parties do hereby agree as follows:

1. The current alignment (the "Current Alignment," or a/k/a the "Old Alignment") of Treeline Avenue from the North Terminus south to Daniels Parkway will be

modified to reflect the realignment as generally indicated in attached Exhibit 1 attached hereto and incorporated herein by reference.

2. As shown on attached Exhibit 1, the revised alignment (the "Revised Alignment," or a/k/a the "New Alignment") for Treeline Avenue will be comprised of existing Treeline Avenue right-of-way and property owned by Worthington which will be conveyed to the County as provided herein.
3. Worthington will file a Petition to Vacate the existing right-of-way of Treeline Avenue along the Current Alignment from the North Terminus south to Daniels Parkway that is not included in the Revised Alignment. The existing right-of-way to be vacated is identified on the sketch of Treeline Avenue Vacated/New Right-of-way attached as Exhibit 2. Worthington will reserve and convey to Lee County the necessary right-of-way for the Revised Alignment as provided herein.

If approved, this Petition to Vacate will result in the termination in the public's interest and the reversion of approximately 8.69 ± acres of land (as shown on attached Exhibit 2) to private ownership. The Revised Alignment shown on attached Exhibit 2 will require approximately 34.22 ± acres of land (for use as right-of-way). These areas are subject to revision based on the final design and permitting. The parties agree the creditable value of the Revised Alignment, as calculated in Paragraph 14, will be reduced by the value of the acreage attributable to the vacated portion of the Current Alignment.

4. If the Lee County Board of County Commissioners denies any part of the Petition to Vacate as described in Paragraph 3 above, then this Agreement will immediately terminate and the parties will thereafter have no further obligation or responsibility to each other under this Agreement.
5. The alignment plan attached hereto as Exhibit 1 also identifies access points to the Arborwood DRI that will be provided as part of the design and construction of Treeline Avenue pursuant to this Agreement. However, the median openings shown on Exhibit 1 are not guaranteed to remain open and may be closed by the County in the future if necessary for the public health, safety and welfare. The County further agrees to reasonably cooperate with Worthington in the event modifications to this access plan are deemed necessary by Worthington as a result of the actual design of Treeline Avenue and/or the evaluation and approval of the Arborwood DRI.
6. Upon approval of this Agreement by the County, Worthington will prepare and submit design plans to the County for Treeline Avenue from Daniels Parkway north to the current existing paved portion of Treeline Avenue just south of Colonial Boulevard. The design plans must be for a four lane urban arterial which can be expanded to six lanes. The design plans must be consistent with

County standards and are subject to review and approval by the Lee County Department of Transportation. Design plans will be submitted to the County for review and approval when said plans are 30%, 60%, 90% and 100% complete. The initial submittal to the County (consisting of plans at the 30% complete stage) will be submitted by Worthington no later than December 31, 2003, and the final submittal (consisting of plans at the 100% complete stage) will be submitted by Worthington no later than December 31, 2004, unless delayed by conditions and/or actions outside the control of Worthington. In the event the dates for submittal of the initial and final plans are not met by Worthington, the County may, at its sole option, terminate this Agreement, whereupon the parties will have no further obligation or rights hereunder. The County will provide comments within 30 days of each submittal. Design will be reviewed in accordance with the Lee County Land Development Code (LDC), AASHTO, and best engineering practices. The design plans will include right-of-way maps and an access management plan.

7. Worthington will also prepare, submit and process necessary permits for the extension of Treeline Avenue as approved by the County. All permit fees, application fees, and other expenses will be paid by Worthington. Only documented, non-DRI fees and expenses will be eligible for roads impact fee credits, upon review and approval by the County. Additionally, no credit will be given for any site-related costs that are due to development of the Arborwood project.
8. If wetlands are impacted by the roadway design, their impacts will be mitigated by Worthington. Those mitigation costs attributable to the roadway will be documented and will be eligible for roads impact fee credits to the extent provided in Paragraph 15. As part of the plan submittal and review process provided in Paragraph 6 above, Worthington will submit an analysis to the County of the wetland impacts, proposed mitigation plan and mitigation costs that will occur utilizing the designed alignment (the Revised Alignment) as compared to the wetland impacts and mitigation costs that would have occurred had the County's original alignment (the Current Alignment) for Treeline Avenue been utilized. The documentation of wetland mitigation costs is subject to review and approval by the County.

If wetland mitigation is required, Worthington anticipates that will be accomplished on property adjacent to Treeline Avenue currently owned by Worthington. This property may, or may not, be located within the Arborwood DRI and/or Arborwood Community Development District (CDD). The wetland mitigation area(s), if required, will be maintained in perpetuity by the Arborwood CDD. The project's environmental consultant will prepare a cost estimate of the proposed wetland mitigation and monitoring requirements pursuant to the South Florida Water Management District (SFWMD) Environmental Resource Permit

(ERP) and/or Army Corps. of Engineers (ACOE) 404 Permit. The cost estimate will include the costs to perform a maximum of five years of maintenance and monitoring required by SFWMD.

If habitat compensation, or mitigation is required, Worthington anticipates that it will be accomplished by purchasing land acceptable to the appropriate review agencies, and providing a conservation easement over the proposed habitat mitigation land. Alternatively, the proposed habitat mitigation land may be conveyed in fee simple to the appropriate conservation entity. The cost for this habitat mitigation will be based on the actual costs paid by Worthington, including land purchase, closing costs and costs associated with preparation of the habitat mitigation land. If the habitat mitigation land is acquired in combination with those required for the Arborwood DRI, then the Treeline Avenue costs will be limited to the required mitigation acreage pursuant to the SFWMD and/or ACOE 404 Permit. It will be calculated by dividing the habitat mitigation area required for Treeline Avenue by the total area of habitat mitigation land purchased, multiplied by the total cost to acquire and prepare the habitat mitigation land.

The documentation of wetland and habitat mitigation costs is subject to review and approval by the County. Upon issuance of the road impact fee credits for all of the work associated with this Agreement, the County will have no additional costs or responsibilities associated with wetland mitigation.

9. The Lee County Department of Transportation must approve bidders for the construction of the road. The County's approval will not be unreasonably withheld. Additionally, the Lee County Department of Transportation must be invited to attend all construction progress meetings.
10. The contract with the design consultant(s) must be submitted to Lee County for review and approval. Approval will not be unreasonably withheld. Once the contract is approved, any cost overruns must be authorized by the County before work proceeds. The County must be apprised of any additional costs for changes requested by the County. The failure to obtain County approval for any cost overruns or changes may, at the County's sole discretion, result in the non-crediting of those costs by the County. The design work for County authorized or approved changes will be eligible for roads impact fee credits.
11. The design and permitting of Treeline Avenue will be in accordance with County standards in effect at the time of initial design and permitting.
12. The value of the design of Treeline Avenue will include permitting. The value of the design and permitting must be verified and approved by Lee County through certification by a Professional Engineer. No roads impact fee credits will be given for the design or construction of any site-related improvements.

13. Worthington will provide the water storage, water quality, attenuation and pre-treatment of the drainage for Treeline Avenue, from the North Terminus to Daniels Parkway, via the water management system for the Arborwood DRI. Worthington will provide all necessary easements, in a form substantially similar to that contained in attached Exhibit 3, to the Arborwood water management system to allow the County access to perform its obligations hereunder.
14. Based on the alignment plan attached as Exhibit 1, Worthington will dedicate 125 feet of right-of-way (width) for that portion of Treeline Avenue completely within Arborwood from the North Terminus south to the point where it meets the existing Treeline Avenue right-of-way at the northern boundary of the Airport Woods Commerce Park subdivision. From that point south to Daniels Parkway, Worthington will dedicate sufficient right-of-way which, when combined with existing County right-of-way or right-of-way from the adjacent property, totals 125 feet in width. The agreed value of the right-of-way to be dedicated by Worthington to the County (pursuant to this paragraph) and eligible for road impact fee credits (in the same amount) is \$ 37,491.00 per acre, as adjusted pursuant to Paragraph 3 for the acreage attributable to the vacated road right-of-way of the Current Alignment.
15. If the proposed Revised Alignment is longer and, accordingly, will cost more to construct than the County's Current Alignment, any "incremental additional cost" of roadway construction for Treeline Avenue through the Property will not be eligible for the issuance of impact fee credits to Worthington. The term "incremental additional cost" is defined to mean the additional cost of roadway construction, calculated on a cost/unit basis for materials, without consideration for the costs of mobilization, administration, design and permitting and will include an adjustment for the increase or decrease in the cost of wetland mitigation associated with the new alignment. The "incremental additional cost" also specifically includes the additional costs for culverting associated with drainage under Treeline Avenue above that which would have been required if the County's initial alignment was utilized. The County will calculate the "incremental additional cost," as defined in this paragraph, based upon the cost/unit prices contained in the construction bid submitted by the contractor that is awarded the construction contract for this segment of Treeline Avenue. The County will provide Worthington with a statement and supporting documentation for calculation of the "incremental additional cost." If Owner disputes any amount calculated, Worthington and appropriate County officials will meet within thirty (30) days of the rendition of the statement and attempt to resolve the dispute; however, if such resolution is not achieved within the 30-day period, Worthington agrees to continue to fund the construction of the improvements so as to not delay construction of the roadway. Such funding or payment will be without

prejudice to Worthington's right to initiate further action to recover any overpayment Worthington believes it has made hereunder.

16. Prior to scheduling the public hearing on the Petition to Vacate pursuant to Paragraph 3 above, Worthington will provide to the County: (1) an original, fully-executed, Warranty deed(s), together with a commitment for title insurance prepared by a licensed Florida title insurance company, in a form acceptable with the Lee County Attorney's Office, for the purpose of conveying unencumbered fee simple title to the right-of-way identified in Paragraph 14 above to the County; (2) a signed and sealed ALTA survey, prepared by a licensed Professional Surveyor and Mapper, and certified to the County, encompassing the land to be conveyed to the County and covered by the title insurance policy referenced above; (3) a certificate of payment of taxes on the right-of-way to be conveyed by the deed(s); and (4) temporary ingress and egress easements to Lee County which will provide temporary access for the County and the general public over any portions of the vacated Treeline Avenue right-of-way until the construction of Treeline Avenue in accordance with the construction plans approved by Lee County pursuant to Paragraph 6 above. The County Attorney will hold the deed(s) and temporary easements in escrow pending approval of the Petition to Vacate in its entirety. If the Petition to Vacate is approved by the Board of County Commissioners in its entirety, the County Attorney is authorized to release said deed(s) and temporary easements from escrow and record same in the Public Records of Lee County immediately after the Resolution approving the Petition to Vacate is recorded. Worthington will be responsible for the costs associated with recording the deed(s) and the costs of providing title insurance for the right-of-way conveyed to the County; Worthington will also be responsible for the costs of preparation of the deed(s), temporary easement documents, and the appraisal. Upon acceptance and recording of the deed(s) by the County, the County will issue roads impact fee credits to Worthington in the amount as stated in Paragraph 14.
17. Within six (6) months after design approval and the issuance of all necessary permits, Worthington must begin construction of Treeline Avenue, as a four-lane divided arterial, from Daniels Parkway north to the current end of the paved portion of Treeline Avenue just south of Colonial Boulevard. Once construction is initiated, it must proceed in a reasonable, diligent fashion. Worthington must substantially complete the construction within 24 months of commencing construction, assuming no unusual delays due to weather, material shortages, labor union strikes, civil unrest, acts of God, or other actions beyond the control of the developer. Worthington must complete the construction this roadway consistent with the approved design plans within 30 months of commencing construction or credit for construction may be reduced by up to \$1,000 per day.

18. The parties recognize and acknowledge that certain Treeline Boulevard Realignment Agreement dated November 13, 2001, entered into by and between the County, Worthington Holdings LLC, Bay Colony-Gateway, Inc., and the Gateway Services District (GSD). Paragraph 8 of that Agreement provided that Worthington Holdings LLC and Bay Colony-Gateway, Inc., were to contribute \$46,450 apiece to the County to cover the cost of culverting the GSD canal located in Section 2-45-25, and that the County was to contribute an additional \$92,900 towards said culverting. The County acknowledges that the payments required under this Agreement from Worthington Holdings LLC and Bay Colony-Gateway have been made. Upon initiation of construction of the culvert or Treeline Avenue extension, whichever occurs first, the County will pay to Worthington the sum of \$185,800 to cover the cost of culverting the GSD canal which has already been provided through the November 13, 2001, Agreement. With the exception of the \$185,800 contributed through the November 13, 2001 Agreement, all other reasonable construction costs for Treeline Avenue, including costs for the culvert that exceed \$185,800, will be eligible for roads impact fee credits, provided that the construction proceeds in a continuous manner from Daniels Parkway to the existing paved portion of Treeline Avenue to the north, so that Treeline Avenue connects Daniels Parkway with Colonial Boulevard. Actual costs are subject to verification by Lee County DOT. Upon issuance of a certificate of completion by the County for the construction of Treeline Avenue as provided herein and verification of the costs of construction submitted by Worthington, the County will issue roads impact fee credits for one hundred (100%) of the actual costs of construction as described in this Agreement. Upon issuance of a certificate of completion by the County for the construction of Treeline Avenue as provided herein, the County will, within thirty (30) days, provide a Release, Quit-Claim, or equivalent document necessary to extinguish the temporary easements granted pursuant to Paragraph 16 above, in a recordable form acceptable to Worthington.
19. Worthington may provide telecommunication lines, utilities, landscaping, and the like within the roadway right-of-way, subject to the prior approval of Lee County Department of Transportation. Worthington will provide the County with a separate maintenance/hold harmless agreement for any landscaping (above "core" level) and similar improvement(s) prior to their installation or construction, and subject to the requirement that any proposed signage complies with applicable land development regulations and sign ordinances. The cost of these improvements will not be eligible for roads impact fee credits. Utilities located within the right-of-way may be subject to relocation at the utility company's expense. The County acknowledges that the capital improvements plan for Treeline Avenue extension includes a budgeted amount of \$1,002,000.00 for "core" landscaping in connection with Treeline Avenue extension, but that this amount is not scheduled to be actually funded until the 2007-08 fiscal year. The County agrees to reimburse Worthington up to this amount for the County

approved documented costs of installing "core" landscaping in connection with the construction of Treeline Avenue extension; however, the County is not obligated to reimburse this amount until the end of fiscal year 2007-08, but not later than September 30, 2008. In no event is the County obligated to pay for or reimburse the costs of landscaping beyond the "core" landscaping actually budgeted.

20. Roads impact fee credits provided to Worthington pursuant to this Agreement will be redeemable consistent with the Lee County Roads Impact Fee Ordinance. The County agrees it is lawful for the impact fee credits issued as a result of this Agreement to be used within the limits of the City of Fort Myers, so long as the City of Fort Myers approves the expenditure.
21. Worthington may not assign its obligations under the terms of this Agreement without the express written consent of the County, which consent will not be unreasonably withheld. Concurrent with the sale or transfer of all or a portion of the Arborwood DRI property prior to completion of Worthington's obligations hereunder, any grantee must, subject to the County's prior approval, agree to assume Worthington's unfulfilled obligations hereunder.

It is anticipated that design, permitting and construction of Treeline Avenue will be funded by the proposed Arborwood CDD. As such, the obligation to construct and maintain the road and associated facilities may be conveyed to the Arborwood CDD until it is finally approved and accepted for maintenance by the County. The Arborwood CDD will be obligated to assume all of Worthington's unfulfilled obligations hereunder; however, a precondition to any such transfer, the Arborwood CDD must execute and deliver to the County a written acknowledgment of its acceptance of Worthington's obligations under the terms of this agreement.

22. This Agreement, including all exhibits, constitutes the entire Agreement between the parties. Any modification of this Agreement must be in writing and executed with the same formality as this Agreement.
23. This Agreement is binding upon the parties, their successors and assigns (when approved by the County).
24. This Agreement will be interpreted and construed in accordance with the laws of the State of Florida.
25. This Agreement will be effective on the date of signing by the Chairman or Vice-Chairman of the Board of County Commissioners of Lee County.

[End of Provisions.]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals intending to be bound as of the day and year first written above.

Signed, sealed and delivered
in the presence of

Owner
**Worthington Holdings
Southwest, LLC,**
A Florida Limited Liability Company

John Asher
[1st Witness' Signature]
JOHN ASHER
[Type or Print Name]

BY:

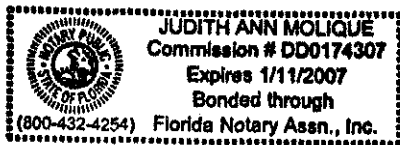
John Gnagey
[Signature]
John Gnagey
[Type or Print Name]
Vice President
[Corporate Office or Title]

Scott Connell
[2nd Witness' Signature]
Scott Connell
[Type or Print Name]

COUNTY OF LEE :
STATE OF FLORIDA :

The foregoing instrument was acknowledged before me this 12th day of March, 2004, by **John Gnagey**, the **Vice President** of Worthington Holdings Southwest, LLC, a Florida Limited Liability Company, on behalf of the company. He/she is personally known to me, or has produced _____ as identification

[stamp or seal]



Judith Ann Moliqve
[Signature of Notary]
JUDITH ANN MOLIQUE
[Typed or printed name]

[Title]

[Serial number, if any]

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 2004.

ATTEST:
CHARLIE GREEN, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

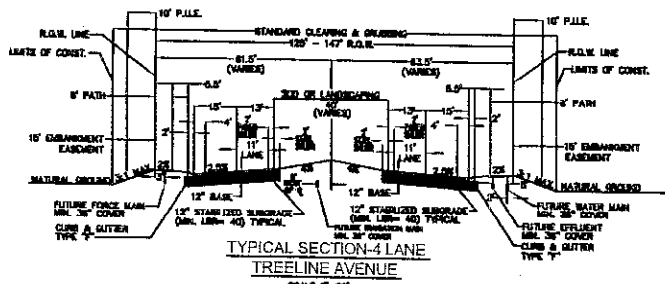
BY: _____
Deputy Clerk

[Type or Print Name]

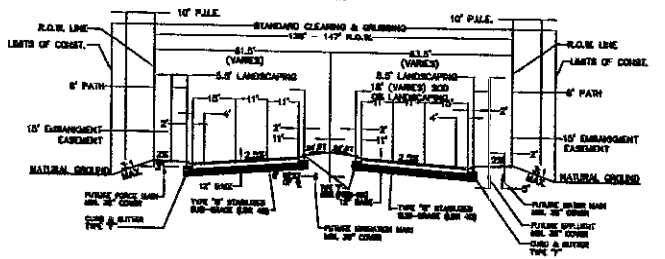
BY: _____
Chairman

Approved as to form by:

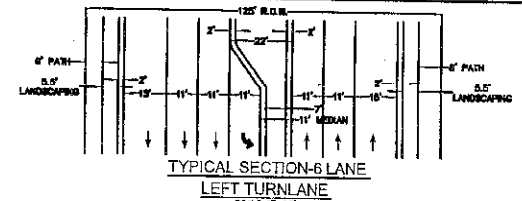
County Attorney's Office



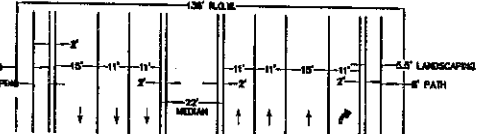
TYPICAL SECTION-4 LANE
TREELINE AVENUE
SCALE 1"=20'



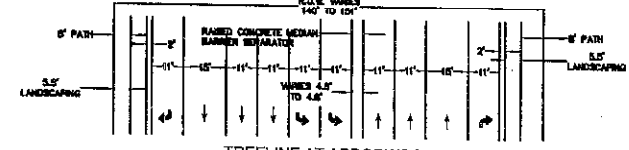
FUTURE SECTION-6 LANE
TREELINE AVENUE
SCALE 1"=20'



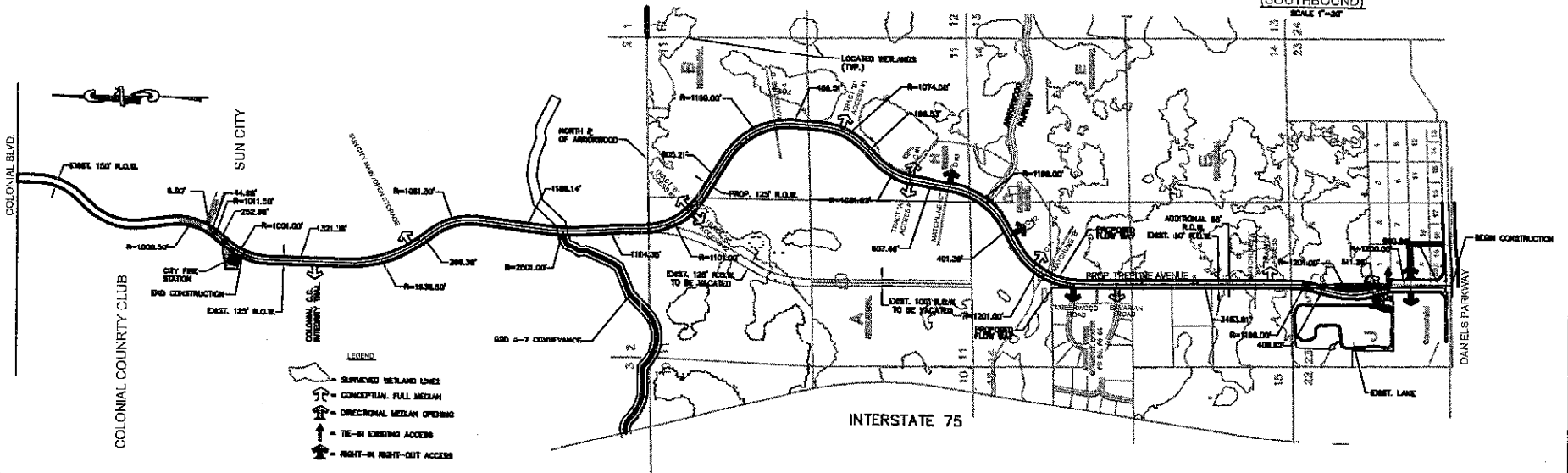
TYPICAL SECTION-6 LANE
LEFT TURNLANE
SCALE 1"=20'



TYPICAL SECTION-6 LANE
RIGHT TURNLANE
SCALE 1"=20'



TREELINE AT ARBORWOOD
(SOUTHBOUND)
SCALE 1"=20'



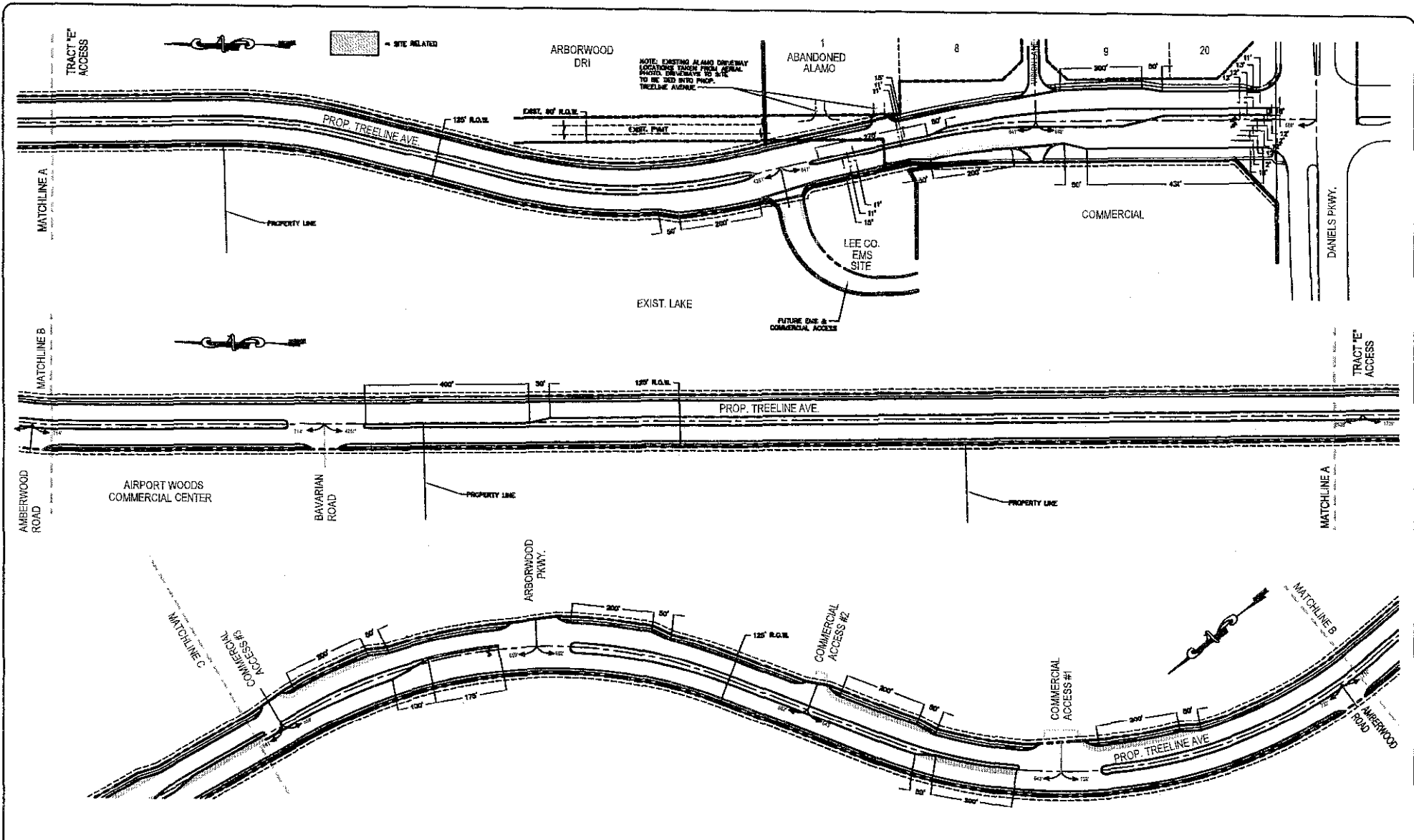
date 2-20-03	No.	Date	Revisions
drawn JMH			
file name: EXHIBIT 1			
job: TREELINE			



community engineering services, inc.
civil engineering - surveying - project management
CB-0006613
8991 Daniels Center Drive, Suite 103
Fort Myers, Florida 33912
Telephone (238) 936-8777 Fax (238) 936-0084


EXHIBIT 1 - ALIGNMENT AND ACCESS PLAN
TREELINE AVENUE (DANIELS TO COLONIAL)
WORTHINGTON HOLDINGS SOUTHWEST, LLC
1840 HUNTER PLACE ROAD, SUITE 2
FORT MYERS, FL 33912
(238) 981-4888 FAX (238) 981-4878

scale: nbs
SHEET
1 of 7
date: JANUARY 15, 2004



date: 3-03
 drawn: T.E.
 file name: TRMLN 8
 job:

No.	Date	Revisions

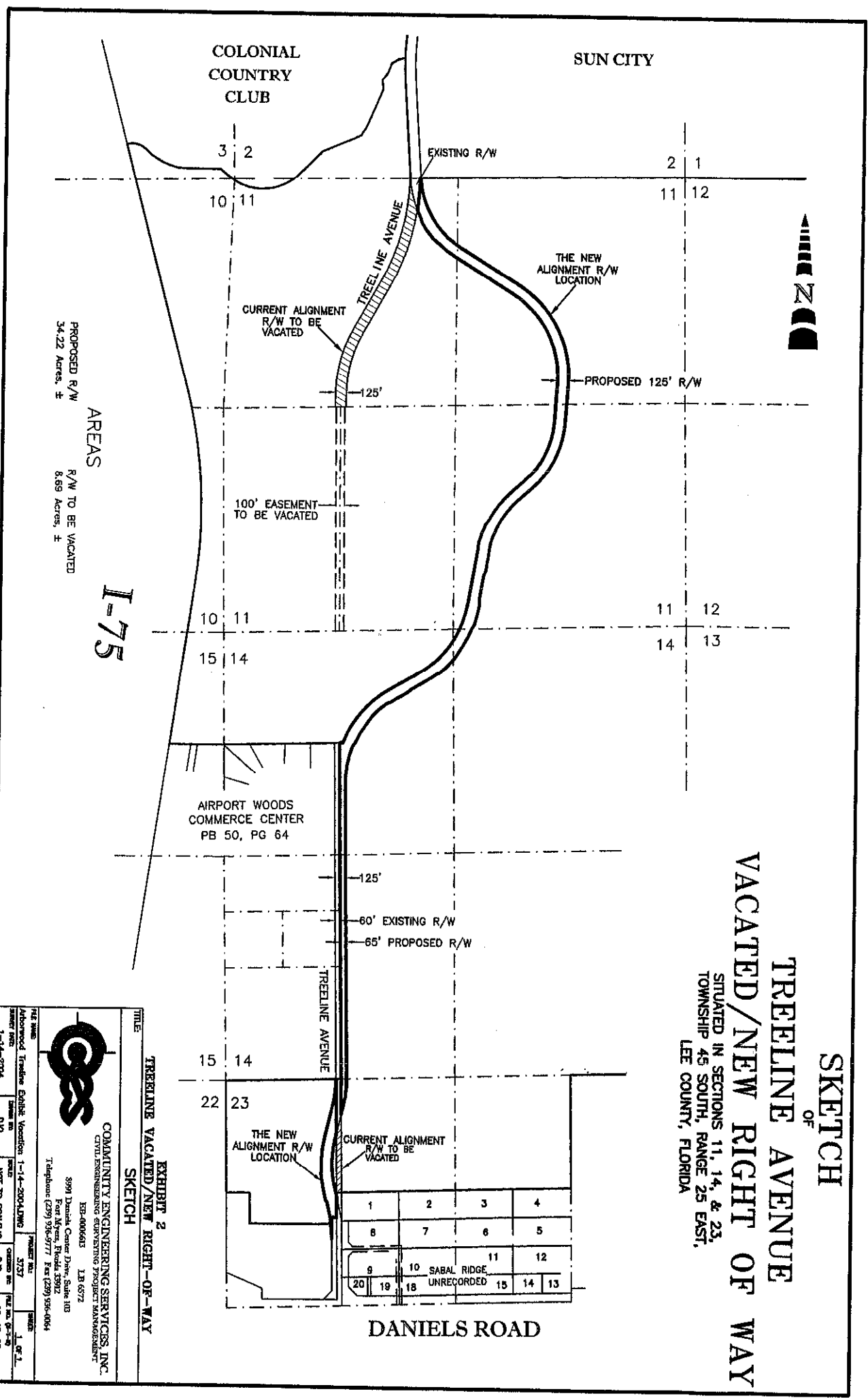


community engineering services, inc.
civil engineering - surveying - project management
 EE-000813
 8881 Daniels Center Dr., Suite 103
 Fort Myers, Florida 33912
 Telephone (239) 936-9777 Fax (239) 936-0064

EXHIBIT 1 - SIX LANE ALIGNMENT AND ACCESS PLAN
 TREELINE AVENUE (DANIELS TO COLONIAL)
 WORTHINGTON HOLDINGS SOUTHWEST, LLC
 8540 HANCOCK ROAD, SUITE 2
 FORT MYERS, FL 33912
 (239) 581-4668 FAX (239) 581-4676

scale: n/a
SHEET
 5 OF 7

date: JANUARY 13, 2004



PROPOSED R/W
34.22 Acres, ±

R/W TO BE VACATED
8.89 Acres, ±

AREAS
I-75

SKETCH
OF
TREELINE AVENUE
VACATED/NEW RIGHT OF WAY

SITUATED IN SECTIONS 11, 14, & 23,
TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

EXHIBIT 2
TREELINE VACATED/NEW RIGHT-OF-WAY
SKETCH

COMMUNITY ENGINEERING SERVICES, INC.
CIVIL ENGINEERING SURVEYING PROJECT MANAGEMENT

8991 Daniels Commerce Drive, Suite 103
Fort Myers, Florida 33902
Telephone (239) 536-9777 Fax (239) 536-0064

IB-0006613
IB 6572

PROJECT NO. 5737
DATE 10-05-25

1 OF 1

REVISIONS
1-14-2004
2-14-2004

APPROVED Treeline Exhibit Vacation 1-14-2004 LMS
PROJECT NO. 5737
DATE 10-05-25

1	2	3	4
8	7	6	5
9	10	11	12
20	19	18	15
SABAL RIDGE UNRECORDED			
14	13		

DANIELS ROAD

EXHIBIT 3

This Instrument Prepared by:

Lee County Environmental Services
Department
Natural Resources Division
P.O. Box 398
Fort Myers, FL 33902-0398
STRAP Number: _____



This Space for Recording

PERPETUAL STORMWATER DRAINAGE EASEMENT

This easement grant is made between Worthington Holdings, LLC, a Florida limited liability company, owner, whose address is 9240 Marketplace Road, Suite 2, Fort Myers, Florida 33912 ("Grantor") and LEE COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 ("Grantee") as follows:

1. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a drainage easement in, over and across that portion of Grantor's property legally described in Exhibit "A".
2. Grantee has the right and authority to construct and maintain stormwater drainage facilities, including the installation of pipe, within the easement area in accordance with appropriate permits issued for construction and maintenance. The Perpetual Stormwater Drainage Easement is not limited to any one diameter size, type or number of connections to other stormwater lines or systems for providing drainage.
3. Grantee also has the right and authority to remove or trim any roots, trees or other vegetation or structures, including fencing, within the easement area in order to properly install the stormwater drainage facilities.
4. Grantor may use the easement area for landscaping (except trees), walkway, drainage or similar uses, provided no structures, such as sheds, carports, garages or other buildings, are constructed within the easement area.
5. Title to any drainage facilities constructed in the easement area will remain in the Grantor, its successors or assigns.
6. Grantor warrants that subject to any existing public roadway or utility easements, Grantor is in lawful possession of the subject property free and clear of all liens and

encumbrances, except those recorded in the public records, and has the right and power to convey this easement.

7. County/Grantee, by accepting this Easement, agrees to all the terms contained herein.

8. This easement is binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, this instrument is executed this ____ day of _____, 2004.

Signed, sealed and delivered in presence of two separate witnesses: Worthington Holdings, LLC, a Florida limited liability company

1st Witness Signature

By: _____
John Gnagey, Vice President

Printed Name of 1st Witness

2nd Witness Signature

Printed Name of the 2nd Witness

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 2004, by John Gnagey as Vice President of Worthington Holdings, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Signature of Notary Public

(Name typed, printed or stamped)
Commission No. _____