

Lee County Board Of County Commissioners

Agenda Item Summary

Blue Sheet No. 20040353

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of parcels owned by Lee Health Ventures, Inc. for the Gladiolus Drive Widening Project #4083; 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 necessary to manage and store water as part of the future widening of Gladiolus Drive.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 3 *C6C*

3. MEETING DATE: *04-13-2004*

4. AGENDA:

<input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> STATUTE	125
<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ORDINANCE	
<input type="checkbox"/> APPEALS	<input type="checkbox"/> ADMIN. CODE	
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> OTHER	
<input type="checkbox"/> WALK ON		
<input type="checkbox"/> TIME REQUIRED:		

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER _____
 B. DEPARTMENT Independent
 C. DIVISION County Lands *3-23-04*
 BY: Karen L. W. Forsyth, Director *KLF*

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee Simple, Vacant Land

Property Details:

Owner: Lee Health Ventures, Inc., a Florida Corporation

STRAP No.: 32-45-24-01-000K0.1000; .2000; .4000 and 32-45-24-01-000O0.0000

Purchase Details:

Purchase Price: \$0.00

Other Consideration: County assumes all responsibility to restore and maintain the property as required under South Florida Water Management District (SFWMD) Permits, Army Corps of Engineers (ACOE) Permits, and a recorded conservation easement. Estimated cost to modify the SFWMD and ACOE permits is \$16,000. Permit required monitoring of the restoration/mitigation area is estimated at \$12,000. Estimated cost of restoration and maintenance is \$113,285.00. Total Cost is estimated at \$141,285.00.

Costs to Close: \$1,500.00

Cost of Survey: to be performed by County Staff

Cost of Environmental Assessment: \$3,650.00

Justification: Acquisition of this property will eliminate the need to acquire additional large tracts of land along Gladiolus Drive for water retention required by the Gladiolus Drive Widening Project. The total estimated cost to restore and maintain the property is less than the assessed value of \$170,000. DOT staff will be discussing with CLASAC the possibility of having future management of the property handled as part of the Conservation 2020's Deep Lagoon Preserve.

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

Account: 20408318804.506110

Attachments: Purchase Agreement; Affidavit of Beneficial Interest; 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
					OA	OM	Risk	GC	
<i>K. Forsyth</i>			<i>BAD 3/24/04</i>	<i>John Peterson 3-22-04</i>	<i>3-30-04</i>	<i>3-30-04</i>	<i>3-30-04</i>	<i>3-30-04</i>	<i>HS 5-31-04</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: *3/29/04*
 Time: *3:35 PM*
 Forwarded To:
 Co. Admin:
3/29/04 4:30 PM

RECEIVED BY
 COUNTY ADMIN: *EW*
3/29/04
 COUNTY ADMIN
 FORWARDED TO: *PK*
3/31/04
2:30 PM

HS

This document prepared by

Lee County

County Lands Division

Project: Gladiolus Drive Widening, No. 4083

Parcel:

STRAP No.: 32-45-24-01-000K0.1000; .2000; .4000
and 32-45-24-01-00000.0000

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 8th day of March, 2004 by and between **LEE HEALTH VENTURES, INC., a Florida Corporation**, hereinafter referred to as SELLER, whose address is 9800 South HealthPark Drive, Suite 208, Fort Myers, FL 33908, 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 81.6 acres more or less, and located in Section 32, Township 45 South, Range 24 East 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:** Consideration will be in the form of the BUYER assuming responsibility to restore and maintain the property as required under South Florida Water Management District Environmental Resource Permit No. 36-03220-P and 36-00884-S, United States Army Corps of Engineers Permit Number 199700524 (IP-CC) and 199301849, and the conservation easement recorded in Official Record Book 2908, page 2597, Public Records of Lee County Florida.

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 \$170,000, 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, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, restrictions and easements common to the area, specifically those set forth in the Special Conditions attached hereto and referred to in Paragraph 18 hereof. BUYER acknowledges there is no legal access to the property.

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 as is, 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) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (c) payment of partial release of mortgage fees, if any;
- (d) 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) documentary stamps on deed.

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, 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 or BUYER may terminate this Agreement without obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER hereby warrants and represents that to the best of their knowledge the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. To the best of their knowledge, 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 to the best of their knowledge 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. To the best of their knowledge 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. To the best of their knowledge 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. To the best of their knowledge there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of their knowledge there is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that they have not received any 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.

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer 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. BUYER hereby agrees to indemnify and hold the SELLER harmless from and against any claims by a real estate broker claiming by or through BUYER.

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:

SELLER:

**Lee Health Ventures, Inc., a
Florida Corporation**

Jack King
Connie Hart

Douglas A. Dodson 3/2/04
Douglas A. Dodson, President

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)

SPECIAL CONDITIONS:

1. Portions of the property are subject to the provisions and requirements of South Florida Water Management District (SFWMD) Environmental Resource Permit No. 36-03220-P and 36-00884-S.
2. Portions of the property are subject to the provisions and requirements of United States Army Corps of Engineers (ACOE) Permit Number 199700524(IP-CC)and 199301849.
3. Portions of the property are subject to a conservation easement as recorded in Official Record Book 2908, page 2597, Public Records of Lee County.
4. BUYER agrees to assume, upon closing, all rights, obligations, responsibilities and requirements of the permits and easement referenced in Items 1, 2 and 3 above.
5. SELLER agrees to execute any necessary documentation to provide notice, assign, and transfer the permits and easement referenced in Items 1, 2 and 3 above to the BUYER.
6. Excavation on portions of the property are under authority of and done in accordance with Rezoning Case No. 96-12-062-02Z, Development Order No. 97-01-268.08L and Dewatering Permit No. 36-03494-W.
7. All terms set forth in Item(s) 1 through 5 of the Special Conditions will survive the closing of this transaction.

WITNESSES:

SELLER:

**Lee Health Ventures, Inc., a
Florida Corporation**

Jack Green
Connie Hart

Douglas A. Dodson 3/8/04
 Douglas A. Dodson, President

CHARLIE GREEN, CLERK

BUYER:

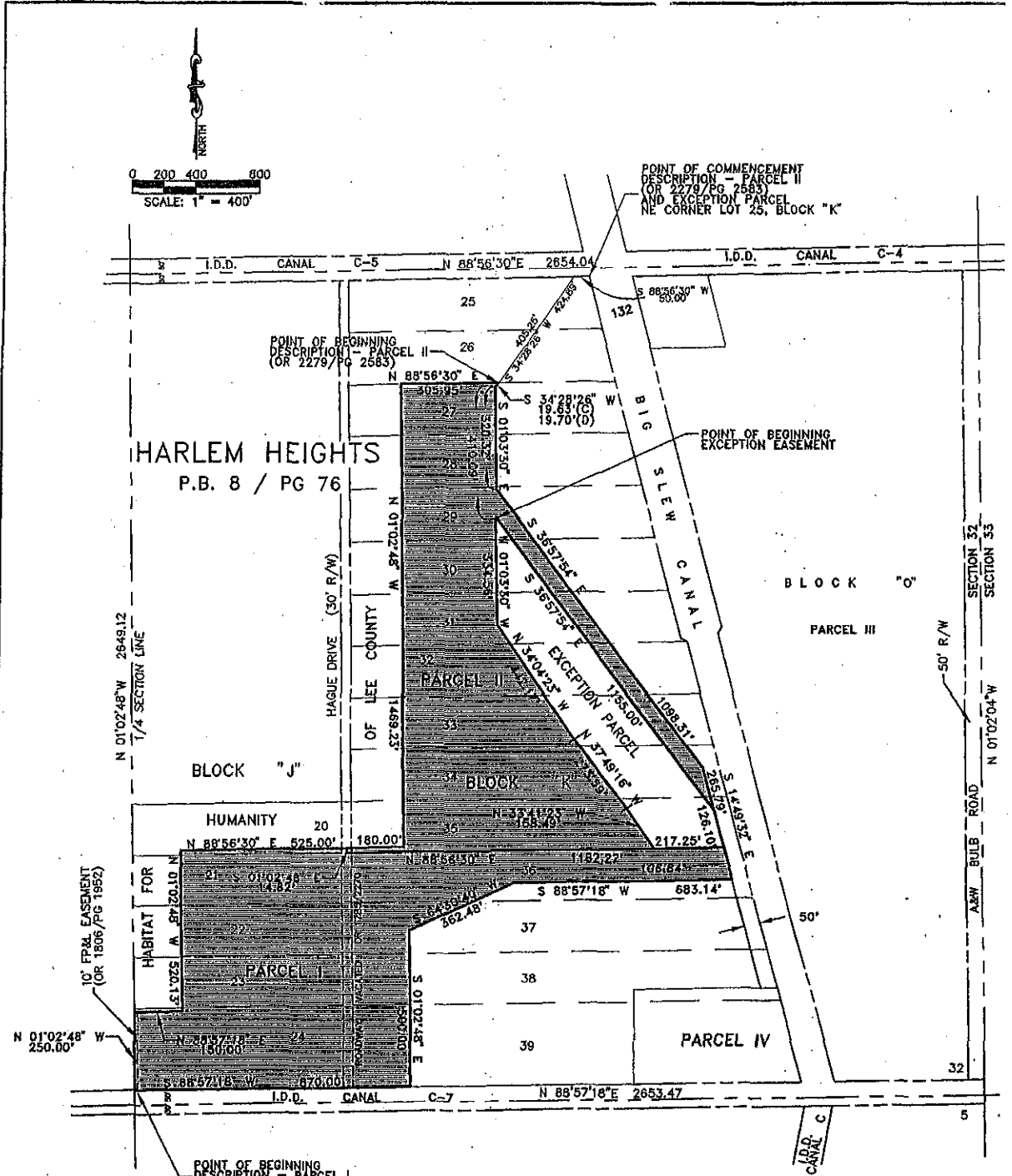
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)



- NOTES**
1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF HEALTHPARK FLORIDA WEST, THE WEST LINE OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST TO BEAR N 01°02'04" W.
 2. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
 3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.

LEGEND

(C)	= CALCULATED
(D)	= DEED
OR	= OFFICIAL RECORD BOOK
PG	= PAGE
P.B.	= PLAT BOOK
R/W	= RIGHT-OF-WAY
FP&L	= FLORIDA POWER AND LIGHT

SKETCH TO ACCOMPANY DESCRIPTION
 MITIGATION EASEMENT
 HEALTHPARK
 SECTION 32
 TOWNSHIP 45 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

THIS IS NOT A SURVEY

 MICHAEL W. NORMAN (FOR THE FIRM - L6542)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 4500
 DATE SIGNED: JUL 31 1997

JOHNSON ENGINEERING, INC.
 ENGINEERS, SURVEYORS AND ECOLOGISTS
 2125 JOHNSON STREET, POST OFFICE BOX 1520, FORT MYERS, FLORIDA, 33902-1520 (841)334-0048

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
JULY, 1987	21245	32-45-24	1" = 400'	1 OF 1

7-31-97 RLM 20.245END.DWG

PARCEL I

A tract or parcel of land lying in Lots 20 through 24, Block J and in Lots 36 through 39, Block K and in the vacated portion of the road between said Blocks J and K, Harlem Heights, a subdivision in the southeast quarter (SE-1/4), Section 32, Township 46 South, Range 24 East, Lee County, Florida as shown on plat recorded in Plat Book 8 at page 76, Lee County Records which tract or parcel is described as follows:

Beginning at the southwest corner of said Block J as shown on said plat run N 01° 02' 48" W along the west line of said Block, the west line of said southeast quarter (SE-1/4) and the west line of a Florida Power and Light Company easement (10 feet wide) for 260 feet to a southwest corner of lands described in deed to Habitat for Humanity of Lee County, Inc. dated April 1985; thence run N 88° 57' 18" E, parallel with the south line of said Block and said fraction, along a south line of said lands as described in said deed for 150 feet to a southeast corner of said lands; thence run N 01° 02' 48" W, parallel with the west line of said Block and said fraction, along an east line of said lands as described in said deed for 520.13 feet; thence run N 88° 56' 30" E, parallel with the north line of said Block and said fraction, along a south line of said lands as described in said deed for 525 feet to the centerline of said road (30 feet wide) as vacated by Lee County Commission Resolution No. 85-5-10 and recorded in Official Record Book 1785 at page 2270, Lee County Records; thence run S 01° 02' 48" E along said centerline for 14.82 feet to an intersection with the westerly prolongation of the north line of said Lot 36, Block K; thence run N 88° 56' 30" E, parallel with the north line of said fraction and said Block K, along said prolongation and said north line of Lot 36 for 1182.22 feet to an intersection with a line 50 feet westerly from (as measured on a perpendicular) and parallel with the westerly line of Big Slew Canal as shown on said plat of Harlem Heights; thence run S 14° 49' 32" E along said parallel line and along a westerly line of lands described in deed to Lee County dated April 1985 for 108.84 feet; thence run S 88° 57' 18" W, parallel with the south line of said Block K and said fraction along a northerly line of said lands as described in said deed to Lee County for 683.14 feet; thence run S 64° 30' 40" W along a northwesterly line of said lands as described in said deed for 362.48 feet; thence run S 01° 02' 48" E, parallel with the west line of said Block and said fraction, along a westerly line of said lands as described in said deed for 500 feet to an intersection with the north line of former Iona Drainage District Canal C-7 as shown on said plat; thence run S 88° 57' 18" W along said north line for 870 feet to the point of Beginning.

Containing 16.52 acres more or less.

SUBJECT TO the hereinabove cited Florida Power and Light Company easement as described in instrument recorded in Official Record Book 1806 at page 1952, Lee County records.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FDOT centerline surveys for Summerlin Road (CR 869).

PARCEL 11

A tract or parcel of land lying in Lots 27 through 35, Block K and in the vacated portion of the road between Blocks J and K, Harlem Heights, a subdivision of the southeast quarter (SE-1/4), Section 32, Township 45 South, Range 24 East, Lee County, Florida as shown on plat recorded in Plat Book B at page 76, Lee County records, which tract or parcel is described as follows:

From the northeast corner of said Block K run S 88° 56' 30" W along the north line of said Block and a north line of lands described in deed to Lee County dated April 1986 for 50 feet; thence run S 34° 28' 26" W along a northwesterly line of said lands as described in said deed for 405.25 feet to an intersection with the north line of said Lot 27, Block K and the Point of Beginning. From said Point of Beginning continue S 34° 28' 26" W along said northwesterly line for 19.70 feet; thence run S 01° 03' 30" E along a westerly line of said lands as described in said deed for 320.32 feet; thence run S 36° 57' 54" E along a southwesterly line of said lands as described in said deed for 1098.31 feet to an intersection with a line 50 feet southwesterly from (as measured on a perpendicular) and parallel with the southwesterly line of Big Syc Canal as shown on said plat; thence run S 14° 49' 32" E along said parallel line and a southwesterly line of said lands as described in said deed for 265.79 feet to an intersection with the line common to Lots 35 and 36 in said Block K; thence run S 88° 56' 30" W along said common line for 1182.22 feet to the centerline of said road (30 feet wide) as vacated by Lee County Commission Resolution No. 85-5-10 and recorded in Official Record Book 1785 at page 2270, Lee County records; thence run N 01° 02' 48" W along said centerline, parallel with the west line of said Block J and said southeast quarter (SE-1/4), for 14.82 feet to an intersection with a south line of lands described in deed to Habitat for Humanity of Lee County, Inc. dated April 1985; thence run N 88° 56' 30" E, parallel with the north line of said Blocks J and K and said fraction, along said south line of said lands as described in said deed for 180 feet to a southeast corner of said lands as described in said deed; thence run N 01° 02' 48" W, parallel with the west line of said fraction, along an east line of said lands as described in said deed for 1469.23 feet to an intersection with said north line of Lot 27, Block K; thence run N 88° 56' 30" E along said north line for 305.95 feet to the Point of Beginning.

Containing 20.69 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FDOT centerline surveys for Summerlin Road (CR 869).

Exhibit "A"

PARCEL III

All of Block O, Harlem Heights, a subdivision in the southeast (SE-1/4), Section 32, Township 45 South, Range 24 East, Lee County, Florida, as shown on plat recorded in Plat Book 8 at page 76, Lee County Records,

EXCEPTING THEREFROM the following described parcel:

Beginning at the northwest corner of said Block O as shown on said plat run N 88° 56' 30" E, parallel with the north line of said fraction, along the north line of said Block and the south line of former Iona Drainage District Canal C-4 for 234.25 feet; thence run S 14° 49' 32" E, parallel with the easterly line of Big Slew Canal (former Iona Drainage District Canal C) as shown on said plat, for 234.25 feet; thence run S 88° 56' 30" W, parallel with the north line of said Block and said fraction, for 234.25 feet to an intersection with said easterly line of said Canal; thence run N 14° 49' 32" W along said easterly line for 234.25 feet to the Point of Beginning, AND ALSO

EXCEPTING THEREFROM right-of-way for A & W Bulb Road over and across the East 50 feet of said Block O and said southeast quarter (SE-1/4).

Containing 41.03 acres net of the hereinabove described exceptions.

TOGETHER WITH the right of ingress and egress to said East 50 feet of the southeast quarter (SE-1/4).

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FDOT centerline surveys for Summerlin Road (CR 869).

Exhibit "A"

PARCEL IV

A tract or parcel of land lying in Lots 38 and 39, Block K, Harlem Heights, a subdivision in the southeast quarter (SE-1/4), Section 32, Township 45 South, Range 24 East, Lee County, Florida as shown on plat recorded in Plat Book 8 at page 76, Lee County Records, which tract or parcel is described as follows:

Beginning at the intersection of the west line of Big Slew Canal (former Iona Drainage District Canal C) as shown on said plat with the north line of former Iona Drainage District Canal C-7 as shown on said plat of Harlem Heights said intersection being also the southeast corner of said Lot 39 and said Block K; run S 88° 57' 18" N along the south line of said Block and the north line of said Canal C-7 for 524.02 feet to a southeast corner of lands described in deed to Lee County dated April 1985; thence run N 01° 02' 48" W, parallel with the west line of said Block and said fraction, along an east line of said lands for 300 feet; thence run N 88° 57' 18" E, parallel with the south line of said Block and said fraction, along a south line of said lands as described in said deed for 450.45 feet to an intersection with the westerly line of said Big Slew Canal as shown on said plat; thence run S 14° 49' 32" E along said westerly line for 308.89 feet to the Point of Beginning.

Containing 3.36 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FDOT centerline surveys for Summerlin Road (CR 869).

STRAP: 32-45-24-01-000K0.1000; .2000; .4000; and 00000.0000
Project: Gladiolus Drive Widening, Project No. 4083

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this _____ day of March, 2004, 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:

Lee Health Ventures, Inc., a Florida Corporation
9800 South Healthpark Drive, Suite 208
Fort Myers, FL 3398

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

Lee Health Ventures is a wholly owned subsidiary of Lee FP, Inc. a Florida (For-Profit) Corporation which is a wholly owned subsidiary of Lee Healthcare Resources Inc. a Florida (Non-Profit) Corporation which is a supporting corporation to Lee Memorial Health System.

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:

Lee Health Ventures, Inc., a Florida
Corporation

Terrence M. Hidduke
Witness Signature

Douglas A. Dodson
Douglas A. Dodson, President

TERRENCE M. HIDDUKE
Printed Name

Queen Young
Witness Signature

Jacqueline Young
Printed Name

Affidavit of Interest in Real Property
STRAP: 32-45-24-01-000K0.1000: 2000: 4000: and 00000.0000
Project: Gladiolus Drive Widening, Project No. 4083

STATE OF Florida
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 16 day of March, 2004 by
Douglas A. Dodson President of Lee Health Ventures, Inc. a Florida Corporation on behalf
of the corporation.

Jack Eisenga
(Notary Signature)

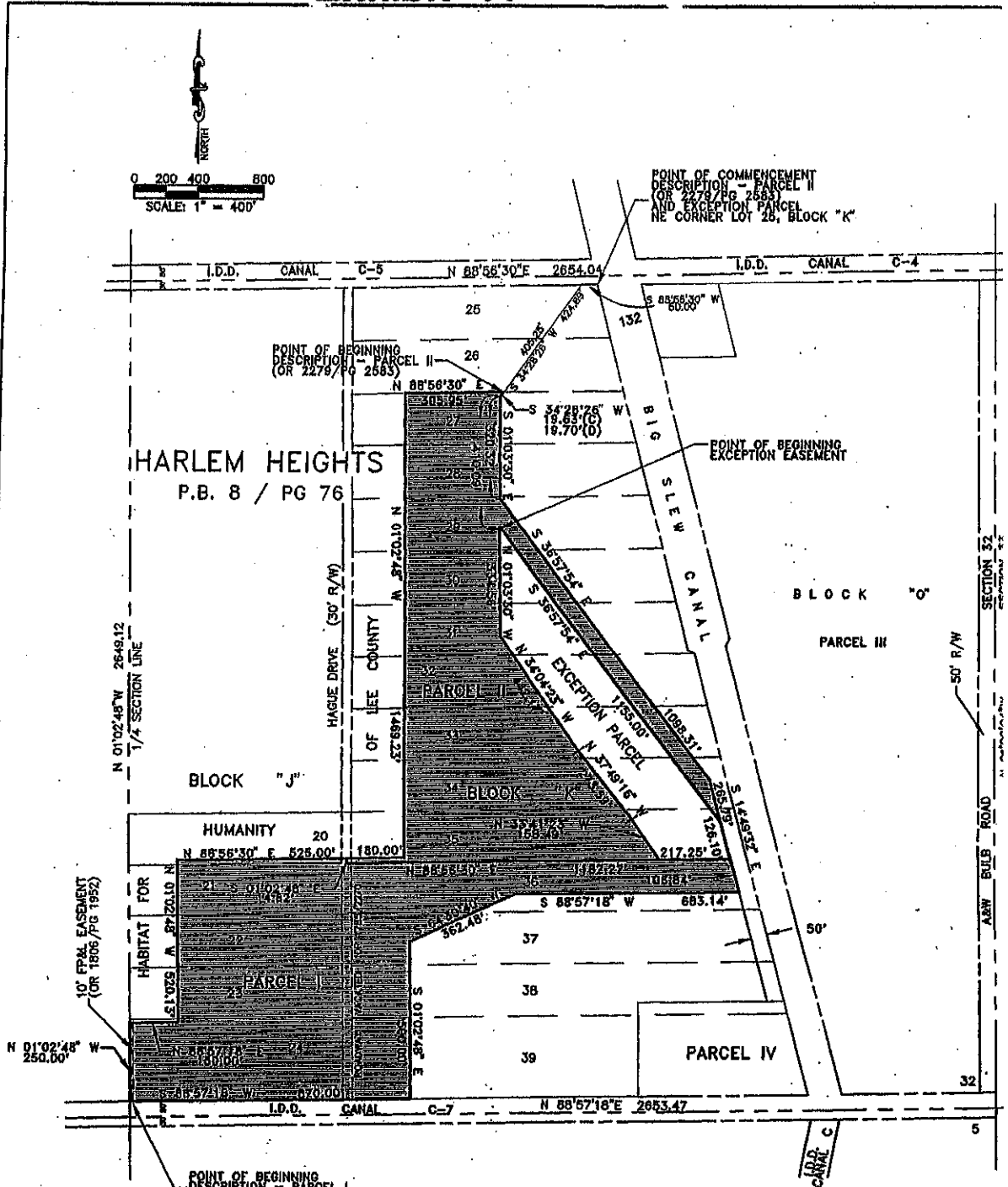
(SEAL)



Jack Eisenga
My Commission DD264160
Expires December 17 2007

Jack Eisenga
(Print, type or stamp name of Notary)

Personally known
OR Produced Identification _____
Type of Identification _____



MITIGATION EASEMENT
CONTAINS 32.0 ACRES,
MORE OR LESS.

LEGEND

- (C) = CALCULATED
- (D) = DEED
- OR = OFFICIAL RECORD BOOK
- PG = PAGE
- P.B. = PLAT BOOK
- R/W = RIGHT-OF-WAY
- FP&L = FLORIDA POWER AND LIGHT

NOTES

1. BEARINGS SHOWN HEREON ARE BASED ON THE PLAT OF HEALTHPARK FLORIDA WEST. THE WEST LINE OF SECTION 33, TOWNSHIP 45 SOUTH, RANGE 24 EAST TO BEAR N 01°02'04" W.
2. THERE ARE NO VISIBLE ENCROACHMENTS, OTHER THAN THOSE SHOWN.
3. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.

SKETCH TO ACCOMPANY DESCRIPTION
MITIGATION EASEMENT
HEALTHPARK
SECTION 32
TOWNSHIP 45 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

THIS IS NOT A SURVEY

Michael W. Norman
MICHAEL W. NORMAN (FOR THE FIRM - (LS842)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 4200

DATE SIGNED: JUL 31 1997

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

JOHNSON ENGINEERING, INC.
ENGINEERS, SURVEYORS AND ECOLOGISTS
2125 JOHNSON STREET, FORT OFFICE BOX 1250, FORT MYERS, FLORIDA, 33902-1250 (813)324-0516

DATE	DRAWN BY	FILE NO.	SCALE	SHEET
JULY, 1997	21245	32-45-24	1" = 400'	1 OF 1

7-31-97 RLM 21245ENDSDWG

PARCEL 1

A tract or parcel of land lying in Lots 20 through 24, Block J and in Lots 36 through 39, Block K and in the vacated portion of the road between said Blocks J and K, Harlem Heights, a subdivision in the southeast quarter (SE-1/4), Section 32, Township 46 South, Range 24 East, Lee County, Florida as shown on plat recorded in Plat Book 8 at page 76, Lee County Records which tract or parcel is described as follows:

Beginning at the southwest corner of said Block J as shown on said plat run N 01° 02' 48" W along the west line of said Block, the west line of said southeast quarter (SE-1/4) and the west line of a Florida Power and Light Company easement (10 feet wide) for 250 feet to a southwest corner of lands described in deed to Habitat for Humanity of Lee County, Inc. dated April 1985; thence run N 88° 57' 18" E, parallel with the south line of said Block and said fraction, along a south line of said lands as described in said deed for 150 feet to a southeast corner of said lands; thence run N 01° 02' 48" N, parallel with the west line of said Block and said fraction, along an east line of said lands as described in said deed for 520.13 feet; thence run N 88° 56' 30" E, parallel with the north line of said Block and said fraction, along a south line of said lands as described in said deed for 525 feet to the centerline of said road (30 feet wide) as vacated by Lee County Commission Resolution No. 85-5-10 and recorded in Official Record Book 1785 at page 2270, Lee County Records; thence run S 01° 02' 48" E along said centerline for 14.82 feet to an intersection with the westerly prolongation of the north line of said Lot 36, Block K; thence run N 88° 56' 30" E, parallel with the north line of said fraction and said Block K, along said prolongation and said north line of Lot 36 for 1182.22 feet to an intersection with a line 50 feet westerly from (as measured on a perpendicular) and parallel with the westerly line of Big Slew Canal as shown on said plat of Harlem Heights; thence run S 14° 49' 32" E along said parallel line and along a westerly line of lands described in deed to Lee County dated April 1985 for 108.84 feet; thence run S 88° 57' 18" W, parallel with the south line of said Block K and said fraction along a northerly line of said lands as described in said deed to Lee County for 683.14 feet; thence run S 64° 30' 40" W along a northwesterly line of said lands as described in said deed for 362.48 feet; thence run S 01° 02' 48" E, parallel with the west line of said Block and said fraction, along a westerly line of said lands as described in said deed for 800 feet to an intersection with the north line of former Iona Drainage District Canal C-7 as shown on said plat; thence run S 88° 57' 18" W along said north line for 870 feet to the point of beginning.

Containing 16.52 acres more or less.

SUBJECT TO the hereinabove cited Florida Power and Light Company easement as described in instrument recorded in Official Record Book 1806 at page 1952, Lee County records.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FDOT centerline surveys for Summerlin Road (CR 889).

PARCEL 11

A tract or parcel of land lying in Lots 27 through 35, Block K and in the vacated portion of the road between Blocks J and K, Harlem Heights, a subdivision of the southeast quarter (SE-1/4), Section 32, Township 45 South, Range 24 East, Lee County, Florida as shown on plat recorded in Plat Book 8 at page 76, Lee County records, which tract or parcel is described as follows:

From the northeast corner of said Block K run S 88° 56' 30" W along the north line of said Block and a north line of lands described in deed to Lee County dated April 1985 for 50 feet; thence run S 34° 28' 26" W along a northwesterly line of said lands as described in said deed for 405.25 feet to an intersection with the north line of said Lot 27, Block K and the Point of Beginning. From said Point of Beginning continue S 34° 28' 26" W along said northwesterly line for 19.70 feet; thence run S 01° 03' 30" E along a westerly line of said lands as described in said deed for 320.32 feet; thence run S 36° 57' 54" E along a southwesterly line of said lands as described in said deed for 1098.31 feet to an intersection with a line 50 feet southwesterly from (as measured on a perpendicular) and parallel with the southwesterly line of Big Slew Canal as shown on said plat; thence run S 14° 49' 32" E along said parallel line and a southwesterly line of said lands as described in said deed for 265.72 feet to an intersection with the line common to Lots 35 and 36 in said Block K; thence run S 88° 56' 30" W along said common line for 1182.22 feet to the centerline of said road (30 feet wide) as vacated by Lee County Commission Resolution No. 85-5-10 and recorded in Official Record Book 1785 at page 2270, Lee County records; thence run N 01° 02' 48" W along said centerline, parallel with the west line of said Block J and said southeast quarter (SE-1/4), for 14.82 feet to an intersection with a south line of lands described in deed to Habitat for Humanity of Lee County, Inc. dated April 1985; thence run N 88° 56' 30" E, parallel with the north line of said Blocks J and K and said fraction, along said south line of said lands as described in said deed for 180 feet to a southeast corner of said lands as described in said deed; thence run N 01° 02' 48" W, parallel with the west line of said fraction, along an east line of said lands as described in said deed for 1469.23 feet to an intersection with said north line of Lot 27, Block K; thence run N 88° 56' 30" E along said north line for 305.95 feet to the Point of Beginning.

Containing 20.69 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FDOT centerline surveys for Summerlin Road (CR 859).

Exhibit "A"

PARCEL III

All of Block O, Harlem Heights, a subdivision in the southeast (SE-1/4), Section 32, Township 45 South, Range 24 East, Lee County, Florida, as shown on plat recorded in Plat Book 8 at page 76, Lee County Records.

EXCEPTING THEREFROM the following described parcel:

Beginning at the northwest corner of said Block O as shown on said plat run N 88° 56' 30" E, parallel with the north line of said fraction, along the north line of said Block and the south line of former Iona Drainage District Canal C-4 for 234.25 feet; thence run S 14° 49' 32" E, parallel with the easterly line of Big Slew Canal (former Iona Drainage District Canal C) as shown on said plat, for 234.25 feet; thence run S 88° 56' 30" W, parallel with the north line of said Block and said fraction, for 234.25 feet to an intersection with said easterly line of said Canal; thence run N 14° 49' 32" W along said easterly line for 234.25 feet to the Point of Beginning. AND ALSO

EXCEPTING THEREFROM right-of-way for A & W Bulb Road over and across the East 50 feet of said Block O and said southeast quarter (SE-1/4).

Containing 41.03 acres net of the hereinabove described exceptions.

TOGETHER WITH the right of ingress and egress to said East 50 feet of the southeast quarter (SE-1/4).

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FDOT centerline surveys for Summerlin Road (CR 869).

Exhibit "A"

PARCEL IV

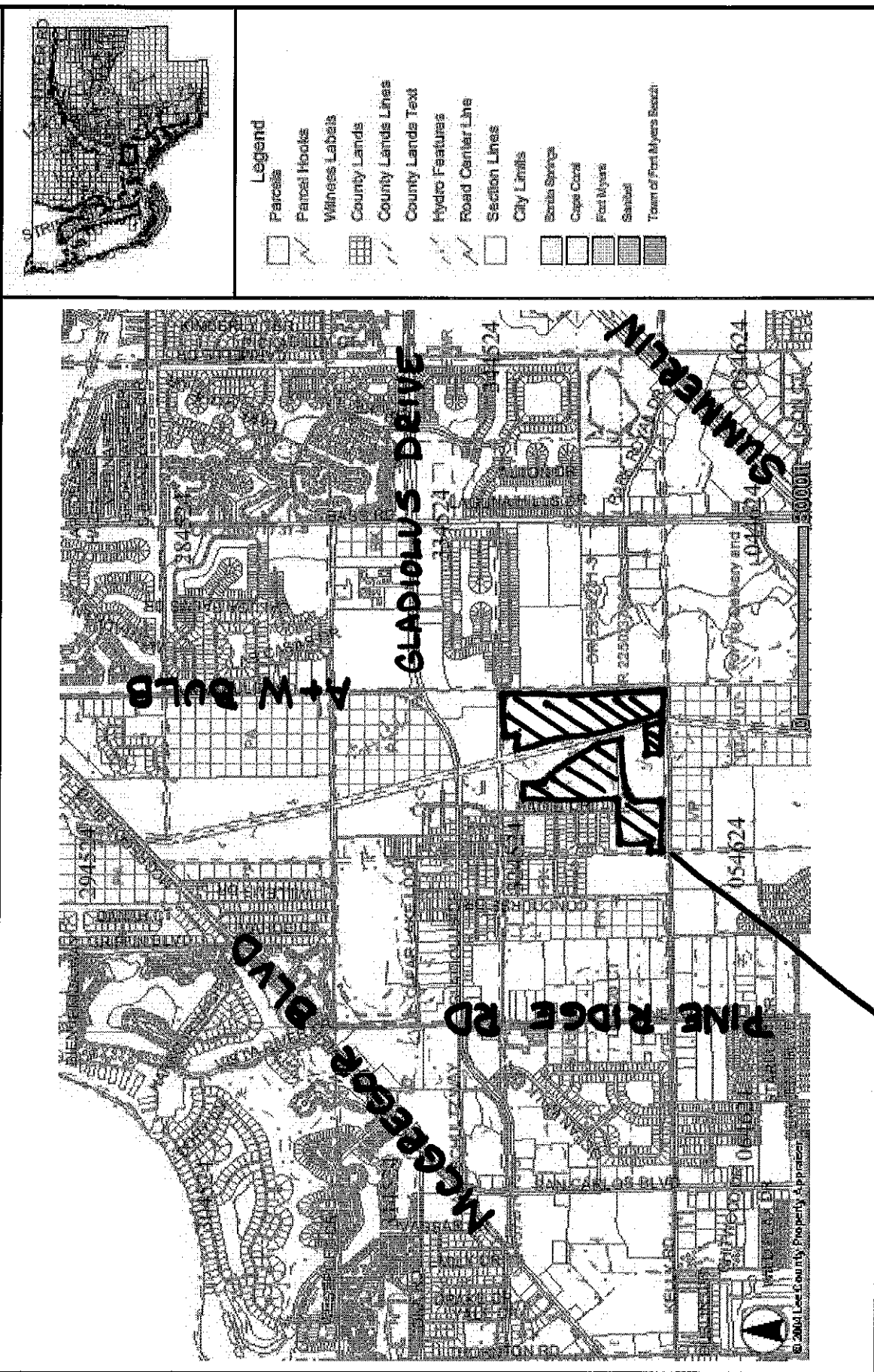
A tract or parcel of land lying in Lots 38 and 39, Block K, Harlem Heights, a subdivision in the southeast quarter (SE-1/4), Section 32, Township 45 South, Range 24 East, Lee County, Florida as shown on plat recorded in Plat Book 8 at page 76, Lee County Records, which tract or parcel is described as follows:

Beginning at the intersection of the west line of Big Slew Canal (former Iona Drainage District Canal C) as shown on said plat with the north line of former Iona Drainage District Canal C-7 as shown on said plat of Harlem Heights said intersection being also the southeast corner of said Lot 39 and said Block K, run S 88° 57' 18" W along the south line of said Block and the north line of said Canal C-7 for 524.02 feet to a southeast corner of lands described in deed to Lee County dated April 1985; thence run N 01° 02' 48" W, parallel with the west line of said Block and said fraction, along an east line of said lands for 300 feet; thence run N 88° 57' 18" E, parallel with the south line of said Block and said fraction, along a south line of said lands as described in said deed for 450.45 feet to an intersection with the westerly line of said Big Slew Canal as shown on said plat; thence run S 14° 43' 32" E along said westerly line for 308.89 feet to the Point of Beginning.

Containing 3.36 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FOOT centerline surveys for Summerlin Road (CR 869).

Lee Health Ventures Property



SUBJECT

Division of County Lands

Ownership and Easement Search


Search No. 32-45-24-01-000K0.1000;
32-45-24-01-000K0.2000;
32-45-24-01-00000.0000

Date: July 22, 2003
Parcel: 1, 2A and 2B
Project: Gladiolus Drive Widening Project
#4083

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

From: Kenneth Pitt
Real Estate Title Examiner

STRAP: 32-45-24-01-000K0.1000
32-45-24-01-000K0.2000
32-45-24-01-00000.0000

*No changes as of
3/15/04* 

Effective Date: June 10, 2003, at 5:00 p.m.

Subject Property: See attached "Exhibit A"

Title to the subject property is vested in the following:

Lee Health Ventures, Inc. (a Florida corporation)

By that certain instrument dated February 11, 2003, recorded February 20, 2003, in Official Record Book 3851, Page 578, Public Records of Lee County, Florida.

Easements:

1. Subject to an Agreement granting the Lee County Mosquito Control District the right to enter upon land for mosquito control work recorded in Official Record Book 404, Page 366, Public Records of Lee County, Florida.
2. Subject to a road right of way granted to Lee County over the West 15 feet of lots 25 to 34 inclusive, in Block K, Harlem Heights, Plat Book 8, Page 76, recorded in Official Record Book 766, Page 434, Public Records of Lee County, Florida.
3. Subject to an easement granted to Florida Power and Light Company, over the West 10 feet of Lots 20 to 24, Block J of Harlem Heights, Plat Book 8, Page 76, recorded in Official Record Book 1806, Page 1952, Public Records of Lee County, Florida.
4. Subject to an Order of Taking, which granted Lee County a permanent sewer utility easement and a Temporary Construction Easement, recorded in Official Record Book 2183, Page 4298, Public Records of Lee County, Florida.
5. Subject to a Deed of Conservation Easement granted to the South Florida Water Management District, recorded in Official Record Book 2848, Page 475, Public Records of Lee County, Florida.
6. Subject to an Easement Agreement between Habitat of Humanity of Lee County, Inc. and Lee Health Ventures, Inc. recorded in Official Record Book 2896, Page 2810, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 32-45-24-01-000K0.1000;
32-45-24-01-000K0.2000;
32-45-24-01-000O0.0000

Date: July 22, 2003

Parcel: 1, 2A and 2B

Project: Gladiolus Drive Widening Project
#4083

NOTE(1): Subject property is not encumbered by a mortgage.

NOTE(2): Subject to Resolution #ZAB-84-283A adopted by the Lee County B.O.C.C., recorded in Official Record Book 1850, Page 3431, Public Records of Lee County, Florida.

NOTE(3): Subject to Resolution #2AB-84-283AA adopted by the Lee County B.O.C.C., recorded in Official Record Book 1898, Page 686, Public Records of Lee County, Florida.

NOTE(4): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid waste collection recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

Tax Status: Tax paid November 12, 2002 for tax year 2002

(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.

EXHIBIT "A"

PARCEL I

A tract or parcel of land lying in Lots 20 through 24, Block J and in Lots 26 through 39, Block K and in the vacated portion of the road between said Blocks J and K, Harlem Heights, a subdivision in the southeast quarter (SE-1/4), Section 32, Township 45 South, Range 24 East, Lee County, Florida as shown on plat recorded in Plat Book 8 at page 76, Lee County Records which tract or parcel is described as follows:

Beginning at the southwest corner of said Block J as shown on said plat run N 01° 02' 48" W along the west line of said Block, the west line of said southeast quarter (SE-1/4) and the west line of a Florida Power and Light Company easement (10 feet wide) for 250 feet to a southwest corner of lands as described in deed to Habitat for Humanity of Lee County, Inc. dated April, 1985; thence run N 88° 57' 18" E, parallel with the south line of said Block and said fraction, along a south line of said lands as described in said deed for 150 feet to a southeast corner of said lands; thence run N 01° 02' 48" W, parallel with the west line of said Block and said fraction, along an east line of said lands as described in said deed for 520.13 feet; thence run N 88° 56' 30" E, parallel with the north line of said Block and said fraction, along a south line of said lands as described in said deed for 525 feet to the centerline of said road (30 feet wide) as vacated by Lee County Commission Resolution No. 85-5-10 and recorded in Official Record Book 1785 at page 2270, Lee County Records; thence run S 01° 02' 48" E along said centerline for 14.82 feet to an intersection with the westerly prolongation of the north line of said Lot 36, Block K; thence run N 88° 56' 30" E, parallel with the north line of said fraction and said Block K, along said prolongation and said north line of Lot 36 for 1182.22 feet to an intersection with a line 50 feet westerly from (as measured on a perpendicular) and parallel with the westerly line of Big Slew Canal as shown on said plat of Harlem Heights; thence run S 14° 49' 32" E along said parallel line and along a westerly line of lands described in deed to Lee County dated April 1985 for 108.84 feet; thence run S 88° 57' 18" W, parallel with the south line of said Block K and said fraction along a northerly line of said lands as described in said deed to Lee County for 683.14 feet; thence run S 64° 30' 40" W along a northwesterly line of said lands as described in said deed for 362.48 feet; thence run S 01° 02' 48" E, parallel with the west line of said Block and said fraction, along a westerly line of said lands as described in said deed for 500 feet to an intersection with the north line of former Iona Drainage District Canal C-7 as shown on said plat; thence run S 88° 57' 18" W along said north line for 870 feet to the Point of Beginning.

Containing 16.52 acres more or less.

SUBJECT TO the hereinabove cited Florida Power and Light Company easement as described in instrument recorded in Official Record Book 1806 at page 1952, Lee County records.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FDOT centerline surveys for Summerlin Road (CR 869).

PARCEL II

A tract or parcel of land lying in Lots 27 through 35, Block K and in the vacated portions of the road between Blocks J and K, Harlem Heights, a subdivision of the southeast quarter (SE-1/4), Section 32, Township 45 South, Range 24 East, Lee County, Florida as shown on plat recorded in Plat Book 8 at page 76, Lee County records, which tract or parcel is described as follows:

From the northeast corner of said Block K run S 88° 56' 30" W along the north line of said Block and a north line of lands described in deed to Lee County dated April 1985 for 50 feet; thence run S 34° 28' 26" W along a northwesterly line of said lands as described in said deed for 405.25 feet to an intersection with the north line of said Lot 27, Block K and the Point of Beginning. From said Point of Beginning continue S 34° 28' 26" W along said northwesterly line for 19.70 feet; thence run S 01° 03' 30" E along a westerly line of said lands as described in said deed for 320.32 feet; thence run S 36° 57' 54" E along a southwesterly line of said lands as described in said deed for 1098.31 feet to an intersection with a line 50 feet southwesterly from (as measured on a perpendicular) and parallel with the southwesterly line of Big Slew Canal as shown on said plat; thence run S 14° 49' 32" E along said parallel line and a southwesterly line of said lands as described in said deed for 265.79 feet to an intersection with the line common to Lots 35 and 36 in said Block K; thence run S 88° 56' 30" W along said common line for 1182.22 feet to the centerline of said road (30 feet wide) as vacated by Lee County Commission Resolution No. 85-5-10 and recorded in Official Record Book 1785 at page 2270, Lee County records; thence run N 01° 02' 48" W along said centerline, parallel with the west line of said Block J and said southeast quarter (SE-1/4), for 14.82 feet to an intersection with a south line of lands described in deed to Habitat for Humanity of Lee County, Inc. dated April 1985; thence run N 88° 56' 30" E, parallel with the north line of said Blocks J and K and said fraction, along said south line of said lands as described in said deed for 180 feet to a southeast corner of said lands as described in said deed; thence run N 01° 02' 48" W, parallel with the west line of said fraction, along an east line of said lands as described in said deed for 1469.23 feet to an intersection with said north line of Lot 27, Block K; thence run N 88° 56' 30" E along said north line for 305.95 feet to the Point of Beginning.

Containing 20.69 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FDOT centerline surveys for Summerlin Road (CR 869).

PARCEL III

All of Block 0, Harlem Heights, as subdivision in the southeast (SE-1/4), Section 32, Township 45 South, Range 24 East, Lee County, Florida, as shown on plat recorded in Plat Book 8, at page 76, Lee County Records,

EXCEPTING THEREFROM the following described parcel:

Beginning at the northwest corner of said Block 0 as shown on said plat run N 88° 56' 30" E, parallel with the north line of said fraction, along the north line of said Block and the south line of former Iona Drainage District Canal C-4 for 234.25 feet; thence run S 14° 49' 32" E, parallel with the easterly line of Big Slew Canal (former Iona Drainage District Canal C) as shown on said plat, for 234.25 feet; thence run S 88° 56' 30" W, parallel with the north line of said Block and said fraction, for 234.25 feet to an intersection with said easterly line of said Canal; thence run N 14° 49' 32" W along said easterly line for 234.25 feet to the Point of Beginning, AND ALSO

EXCEPTING THEREFROM right-of-way for A & W Bulb Road over and across the East 50 feet of said Block 0 and said southeast quarter (SE-1/4).

Containing 41.03 acres net of the hereinabove described exceptions.

TOGETHER WITH the right of ingress and egress to said East 50 feet of the southeast quarter (SE-1/4).

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone based on ties to FDOT centerline surveys for Summerlin Road (CR 869).

5-Year Sales History

Lee Health Ventures Parcel
Gladiolus Drive Widening, Project No. 4083

Grantor	Grantee	Price	Date	Arms Length Y/N
Lee-Mar Construction Corporation, Inc.	Lee Health Ventures, Inc.	\$151,000	2/20/03	N

NOTE: Sale(s) relate to "parent tract" of the subject parcel.