

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

Blue Sheet No. 20041400

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Strap No. 26-46-25-00-00001.2010 for the Estero Parkway Extension Project No. 5021, in the amount of \$5,340,000; authorize payment of costs to close, and the Division of County Lands to handle all documentation necessary to complete the transaction.

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

WHAT ACTION ACCOMPLISHES: Acquisition of property necessary for the widening of Three Oaks Parkway and Estero Parkway Extension Projects.

2. **DEPARTMENTAL CATEGORY:** 06
COMMISSION DISTRICT #: 5 CLD 3. **MEETING DATE:** 11-09-2004

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: (Specify) <input checked="" type="checkbox"/> STATUTE 125 <input type="checkbox"/> ORDINANCE <input type="checkbox"/> ADMIN. <input type="checkbox"/> OTHER	6. REQUESTOR OF INFORMATION A. _____ B. DEPARTMENT Independent C. DIVISION County Lands TLM 10/26/04 BY Karen L. W. Forsyth, Director <i>KLW</i>
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7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, vacant land

Property Details

Owner: Colonial Homes, Inc., a Florida Corporation
 Location: East of Three Oaks Parkway and South of proposed Estero Parkway
 Parcel Size: +44.02 acres

Purchase Details

Purchase Price: \$5,340,000.00
 Costs to Close: Approximately \$1,000 (The seller is responsible for title insurance, attorney fees, and real estate broker fees, if any)

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
 Appraised Value: \$5,425,000 as of July 29, 2004 (45.22 acres - \$120,000 per acre)
 Adjusted Appraised Value: \$5,282,400 (44.02 acres - adjusted downward for reduction of one acre from appraisal)

Staff Recommendation: County staff is of the opinion that the purchase price increase of approximately 1% above the appraised value can be justified based on the increasing real estate market values in this geographic area. Staff recommends the Board approve the Requested Motion.

Account: 20502130700.506110

20 - CIP; 5021 - Estero Parkway Extension; 30700 - Transportation Capital Improvement; 506110 - Land Purchase

Attachments: Purchase Agreement; Affidavit of Interest in Real Property, Title Data; Appraisal (Location Map Included); 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>SAO 10/26/04</i>	<i>John 10-26-04</i>	<i>10/26/04</i>	<i>10/26/04</i>	<i>10/26/04</i>	<i>10/26/04</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 10/26/04
 Time: 3:00
 Forwarded To:

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 10/26/04
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 10/26/04
 4:00pm

10/26/04 4:00pm

This document prepared by
Lee County
County Lands Division
Project: Koreshan/Estero Parkway, No 5021
STRAP No.: 26-46-25-00-00001.2010

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 _____, 2004, by and between Colonial Homes, Inc., a Florida Corporation, hereinafter referred to as SELLER, whose address is 12601 Westlinks Drive, Suite 7, Fort Myers, Florida 33913, 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 44.02 acres more or less, and located along Three Oaks and Estero Parkways, *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 Koreshan/Estero Parkway Project, hereinafter called "the Project."
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Five Million Three Hundred Forty Thousand and 00/100 Dollars (\$5,340,000.00), payable at closing by County Warrant.
- 3. EVIDENCE OF TITLE:** SELLER will obtain at SELLER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$5,340,000.00 issued by Henderson, Franklin, Starnes & Holt, P.A., as agent for Old Republic National Title Insurance Company. 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, easements referred to in paragraph 1 of Special Conditions, oil, gas and mineral reservations in Official Records Book 1281, Page 2122, and drainage easement recorded in Official Records Book 1784, Page 1035, 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. In the event of any loss or damage, SELLER shall have the option, but not the obligation, to cure any loss or damage. SELLER shall notify BUYER of any loss or damage and whether SELLER chooses to cure the loss or damage. In the event SELLER does not choose to cure the loss or damage, within ten (10) days of the receipt of SELLER's notice, BUYER shall elect either to accept the damaged property and proceed to close, 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) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER's attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) environmental audit, (if desired by BUYER);
- (c) survey, (if desired by BUYER).

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 may make a prompt and diligent effort to correct such defects. If SELLER is unwilling or 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 shall provide SELLER with a copy of the audit within ten (10) days of BUYER's receipt of the audit and SELLER shall have the right, but not the obligation, to remedy the environmental problems. Within ten (10) days of SELLER's receipt of the audit, SELLER shall notify BUYER of whether SELLER will remedy the environmental problems. In the event SELLER does not choose to remedy the environmental problems, within ten (10) days of the receipt of SELLER's notice, BUYER shall elect either to accept the Property in its existing condition and proceed to close or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that to the best of SELLER's 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 SELLER's 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 SELLER's 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 SELLER's 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 SELLER's 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 SELLER's knowledge there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER's knowledge there is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that SELLER has 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. All warranties described herein will survive the closing of this transaction for six (6) months.

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 SELLER's breach of warranties not to exceed Fifty Thousand and no/100 Dollars (\$50,000.00).

References to "SELLER's Knowledge" in this paragraph 11 shall be limited to the knowledge of SELLER's employees.

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 60 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

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 5 of 5

SELLER. BUYER hereby agrees to indemnify and hold 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.

SELLER:

Colonial Homes, Inc.,
A Florida Corporation

WITNESSES:

Mary Harlow

Bethany Elliott

BY: [Signature] 10/11/04
(DATE)

Alan S. Faccio Pres.
Printed Name/Title

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

Page 1 of 2

BUYER: Lee County

SELLER: Colonial Homes, Inc.

STRAP NO. 26-46-25-00-00001.2010

1. SELLER will reimburse the BUYER or reduce the purchase price at closing, by \$27,000 which SELLER represents and warrants is the amount paid by R.Q. Richards III, Trustee, to SELLER for installation of the entrance road and drainage facility on the subject property, in accordance with instruments recorded in Official Record Book 3865, Page 2810, and Official Record Book 3865, Page 2821, Public Records of Lee County, Florida.
2. Within fifteen (15) days of BUYER's acceptance, SELLER will provide copies of all documents, permits, surveys, reports, and correspondence, relating to the following, if any:
 1. South Florida Water Management permit
 2. Army Corps of Engineers documentation
 3. Department of Environmental Protection documentation
 4. Environmental Species Report
 5. Environmental Assessment
 6. Topographic and Boundary surveys
3. The Buyer agrees to be responsible for posting or providing any surety (Performance Bond, Letter of Credit, etc.) required by the South Florida Water Management District (SFWMD) in connection with the BUYER obtaining a SFWMD permit necessary for any development of the Property. The BUYER will not utilize or rely on any surety currently provided or posted by the SELLER for development of the Property. This condition will survive the closing.
4. BUYER acknowledges that SELLER has a contractual obligation to cooperate with the owner of the adjacent 26.784-acre parcel of land lying to the north of the Property to grant any necessary access, drainage and utility easements over the Property for the benefit of the 26.784 property so long as the easements do not unreasonably burden the Property. Likewise, the owner of the 26.784-acre parcel has an obligation to grant any necessary access, drainage and utility easements over the 26.784-acre parcel for the benefit of the Property provided the same do not unreasonably burden the 26.784-acre property. BUYER agrees to assume SELLER's obligations under this paragraph.

Notwithstanding the foregoing, no pedestrian or vehicular interconnect will be permitted and no access easement will be granted within the proposed right-of-way for Estero Parkway as located on the property and as otherwise described in Condition 1 of the Special Conditions herein and the easements recorded in Official Records (O.R.) Book 3865, Page 2810 and O.R. Book 3865, Page 2821 of the Public Records of Lee County, Florida. This condition will survive the closing.

SPECIAL CONDITIONS

Page 2 of 2

WITNESSES:

Nancy Harlow

Bethany Wellcut

SELLER:

COLONIAL HOMES, INC.,
A Florida Corporation

BY: [Signature] 10/16/04
(DATE)

Alan S. Farris Pres.
Printed Name/Title

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"

DESCRIPTION: A parcel of land lying in Section 26, Township 46 South, Range 25 East, Lee County, Florida, and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 26, thence run along the North boundary of the Northwest one-quarter of said section 26, S.89°44'25"E., 322.38 feet; thence S.00°15'35"W., 80.70 feet to the Point of Beginning said point being a point of curvature; thence Easterly, 582.17 feet along the arc of a curve to the right having a radius of 2790.34 feet and a central angle of 11°57'15" (chord bearing S.79°31'19"E., 581.11 feet) to a point of reverse curvature; thence Easterly, 683.04 feet along the arc of a curve to the left having a radius of 3506.50 feet and a central angle of 11°09'39" (chord bearing S.79°07'28"E., 681.96 feet) to a point on the Westerly right-of-way line of Interstate 75; thence along said Westerly right-of-way line S.18°18'06"E., 1106.91 feet; thence S.89°59'55"W., 1764.83 feet to a Point on the Easterly right-of-way line of Three Oaks Parkway; thence along said Easterly right-of-way line N.01°17'25"W., 643.35 feet; thence N.88°42'35"E., 95.34 feet to a point of curvature; thence Southeasterly, 138.32 feet along the arc of a curve to the right having a radius of 120.00 feet and a central angle of 66°02'35" (chord bearing S.58°16'08"E., 130.79 feet); thence N.01°17'25"W., 708.95 feet to the POINT OF BEGINNING.

Containing 40.03 acres, more or less.

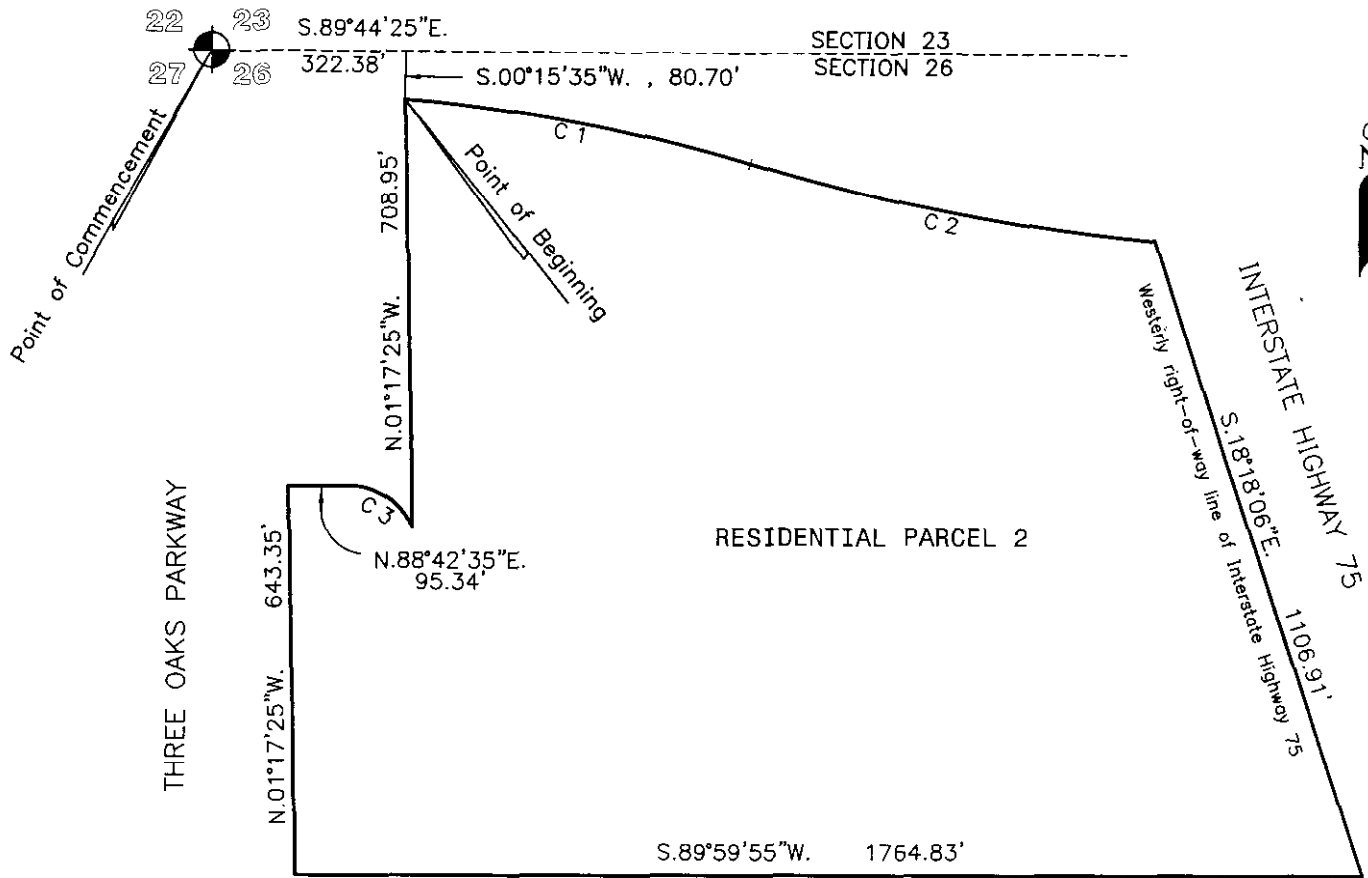
AND

DESCRIPTION: A parcel of land lying in Sections 23 & 26, Township 46 South, Range 25 East, Lee County, Florida, and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 26, thence run along the North boundary of the Northwest one-quarter of said Section 26, S.89°44'25"E., 320.12 feet to the POINT OF BEGINNING; thence continue along the North boundary of the Northwest one-quarter of said Section 26, S.89°44'25"E., 199.94 feet; thence N.00°52'52"E., 48.93 feet to a point on a curve; thence Easterly, 425.19 feet along the arc of a curve to the right having a radius of 2939.31 feet and a central angle of 08°17'17" (chord bearing S.77°41'10"E., 424.81 feet) to a point of a reverse curvature; thence Easterly, 588.09 feet along the arc of a curve to the left having a radius of 3356.50 feet and a central angle of 10°02'19" (chord bearing S.78°33'48"E., 587.33 feet); to a point on the Westerly Right-of-way of Interstate Highway 75; thence along said Westerly right-of-way S.18°18'07"E., 164.39 feet to a point on a curve; thence Westerly, 683.11 feet along the arc of said curve to the right having a radius of 3506.50 feet and a central angle of 11°09'43" (chord bearing N.79°07'30"W., 682.03 feet) to a point on a curve; thence Westerly, 582.10 feet along the arc of a curve to the left having a radius of 2790.34 feet and a central angle of 11°57'09" (chord bearing N.79°31'17"W., 581.04 feet); thence N.01°17'25"W., 80.78 feet to the POINT OF BEGINNING.

Containing 3.99 acres, more or less.

DESCRIPTION SKETCH



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	2790.34	11°57'15"	582.17	292.15	581.11	S.79°31'19"E.
2	3506.50	11°09'39"	683.04	342.60	681.96	S.79°07'28"E.
3	120.00	66°02'35"	138.32	77.99	130.79	S.58°16'08"E.

NOTES:

1. BEARINGS ARE BASED ON THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 23 AS BEING S.89°44'25"E.
2. See Sheet 1 of 2 for Legal Description.

(NOT A SURVEY)

RANDALL L. HENDRA PSM # 6091

CERTIFICATE OF AUTHORIZATION NO. LB 148

PREPARED BY: **HEIDT & ASSOCIATES, Inc.**
Tampa ♦ Fort Myers



CIVIL ENGINEERING
PLANNING
SURVEYING
ENVIRONMENTAL PERMITTING
LANDSCAPE ARCHITECTURE

Fort Myers Office
3800 Colonial Blvd, Suite 200
Fort Myers, Florida 33912
Phone: 239-482-7275
FAX: 239-482-2103

SKETCH OF LEGAL DESCRIPTION FOR
CORLICO VILLAGE RESIDENTIAL PARCEL # 2

Prepared For: **COLONIAL HOMES INC.**

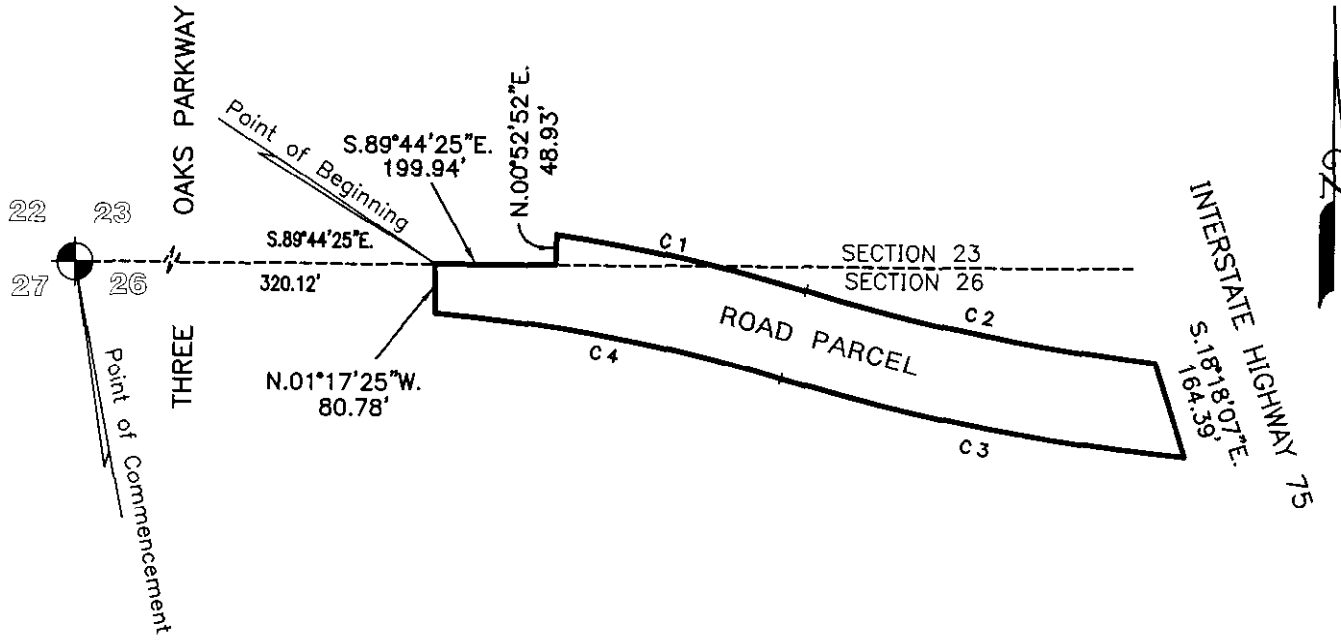
SHEET 2 OF 2

Dwn. RH Ck. - DWG: CDD_LEGAL

Date: 3-18-04 Order No.: COL-MR

SECTION 26 TOWNSHIP 46 S RANGE 25 E
LEE COUNTY, FLORIDA

DESCRIPTION SKETCH



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	2939.31	08°17'17"	425.19	212.96	424.81	S.77°41'10"E.
2	3356.50	10°02'19"	588.09	294.80	587.33	S.78°33'48"E.
3	3506.50	11°09'43"	683.11	342.64	682.03	N.79°07'30"W.
4	2790.34	11°57'09"	582.10	292.11	581.04	N.79°31'17"W.

NOTES:

1. BEARINGS ARE BASED ON THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 23 AS BEING S.89°44'25"E.
2. See Sheet 1 of 2 for Legal Description.

(NOT A SURVEY)

RANDALL L. HENDRA PSM # 6091

CERTIFICATE OF AUTHORIZATION NO. LB 148

PREPARED BY: HEIDT & ASSOCIATES, Inc.
Tampa ♦ Fort Myers



CIVIL ENGINEERING
PLANNING
SURVEYING
ENVIRONMENTAL PERMITTING
LANDSCAPE ARCHITECTURE

Fort Myers Office
3800 Colonial Blvd, Suite 200
Fort Myers, Florida 33912
Phone: 239-482-7275
FAX: 239-482-2103

SKETCH OF LEGAL DESCRIPTION FOR
GORLIGO VILLAGE ROAD PARCEL

Prepared For: COLONIAL HOMES INC.

SHEET 2 OF 2

Dwn. RH	Ck. -	DWG: CDD_LEGAL
Date: 3-18-04	Order No.: COL-MR	
SECTION 23 & 26 TOWNSHIP 46 S RANGE 25 E LEE COUNTY, FLORIDA		

C:\Corligo Village\Master Plan\Legal\corligo_1gndwg_9/26/2004 11:22:16 AM, Florida

This instrument prepared by:
Division of County Lands
P. O. Box 398
Ft. Myers, Florida 33902-0398

Project: Koreshan/Estero Parkway, Project No. 5021

STRAP No.: 26-46-25-00-00001.2010

AFFIDAVIT OF INTEREST IN REAL PROPERTY

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

Colonial Homes, Inc., a Florida Corporation
2000 Interstate Park Drive, Suite 400, Montgomery, Alabama 36142-0001

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. James K Lowder, 2000 Interstate Park Drive, Montgomery, AL 36109
2. Thomas H. Lowder, 2000 Interstate Park Drive, Montgomery, AL 36109
3. _____
4. _____

The real property to be conveyed to Lee County is described on attached Exhibit A.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Tracy Harlow
Witness Signature

Tracy Harlow
Printed Name

[Signature]
Witness Signature

Chad Ceman
Printed Name

[Signature]
Signature of Affiant

Alan S. Farra
Printed Name

Affidavit of Interest in Real Property

Project: Koreshan/Estero Parkway, Project No. 5021

STRAP No.: 26-46-25-00-00001.2010

STATE OF Alabama

COUNTY OF Montgomery

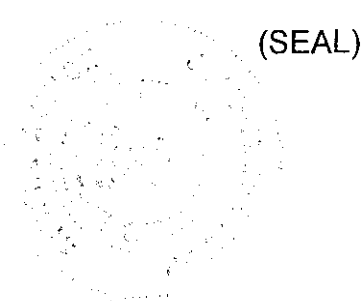
SWORN TO AND SUBSCRIBED before me this 11 day of October, 2004,

by Alan S. Farrior

(name of person acknowledged)

Jean-Marie Mapp
(Notary Signature)

Jean-Marie Mapp
(Print, type or stamp name of Notary)



Personally known X
OR Produced Identification _____
Type of Identification _____

EXHIBIT "A"

DESCRIPTION: A parcel of land lying in Section 26, Township 46 South, Range 25 East, Lee County, Florida, and being more particularly described as follows:

Commencing at the Northwest Corner of said Section 26, thence run along the North boundary of the Northwest one-quarter of said section 26, S.89°44'25"E., 322.38 feet; thence S.00°15'35"W., 80.70 feet to the Point of Beginning said point being a point of curvature; thence Easterly, 582.17 feet along the arc of a curve to the right having a radius of 2790.34 feet and a central angle of 11°57'15" (chord bearing S.79°31'19"E., 581.11 feet) to a point of reverse curvature; thence Easterly, 683.04 feet along the arc of a curve to the left having a radius of 3506.50 feet and a central angle of 11°09'39" (chord bearing S.79°07'28"E., 681.96 feet) to a point on the Westerly right-of-way line of Interstate 75; thence along said Westerly right-of-way line S.18°18'06"E., 1106.91 feet; thence S.89°59'55"W., 1764.83 feet to a Point on the Easterly right-of-way line of Three Oaks Parkway; thence along said Easterly right-of-way line N.01°17'25"W., 643.35 feet; thence N.88°42'35"E., 95.34 feet to a point of curvature; thence Southeasterly, 138.32 feet along the arc of a curve to the right having a radius of 120.00 feet and a central angle of 66°02'35" (chord bearing S.58°16'08"E., 130.79 feet); thence N.01°17'25"W., 708.95 feet to the POINT OF BEGINNING.

Containing 40.03 acres, more or less.

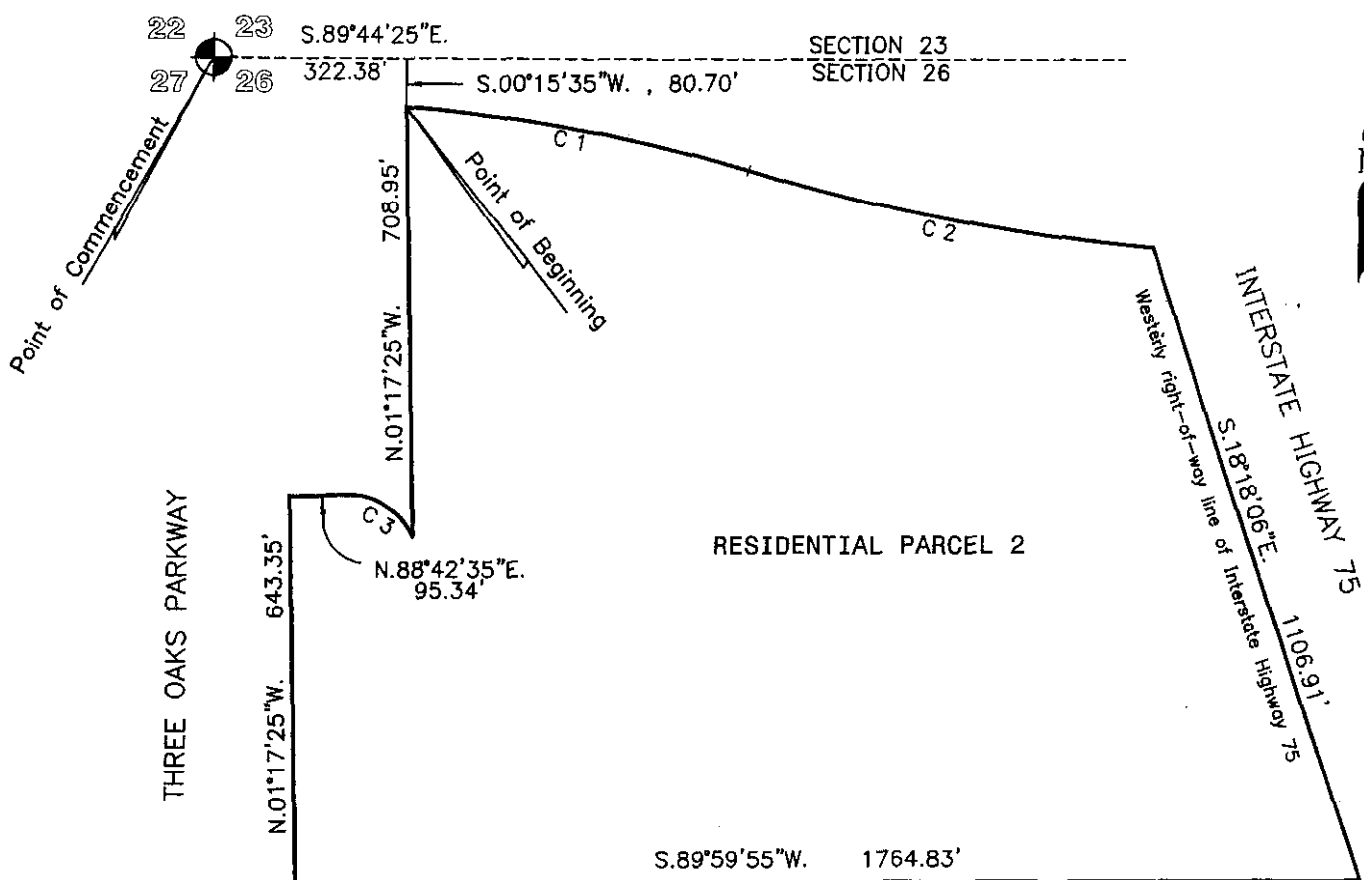
AND

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DESCRIPTION SKETCH



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	2790.34	11°57'15"	582.17	292.15	581.11	S.79°31'19"E.
2	3506.50	11°09'39"	683.04	342.60	681.96	S.79°07'28"E.
3	120.00	66°02'35"	138.32	77.99	130.79	S.58°16'08"E.

NOTES:

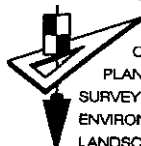
1. BEARINGS ARE BASED ON THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 23 AS BEING S.89°44'25"E.
2. See Sheet 1 of 2 for Legal Description.

(NOT A SURVEY)

RANDALL L. HENDRA PSM # 6091

CERTIFICATE OF AUTHORIZATION NO. LB 148

PREPARED BY: **HEIDT & ASSOCIATES, Inc.**
Tampa ♦ Fort Myers



CIVIL ENGINEERING
PLANNING
SURVEYING
ENVIRONMENTAL PERMITTING
LANDSCAPE ARCHITECTURE

Fort Myers Office
3800 Colonial Blvd, Suite 200
Fort Myers, Florida 33912
Phone: 239-482-7275
FAX: 239-482-2103

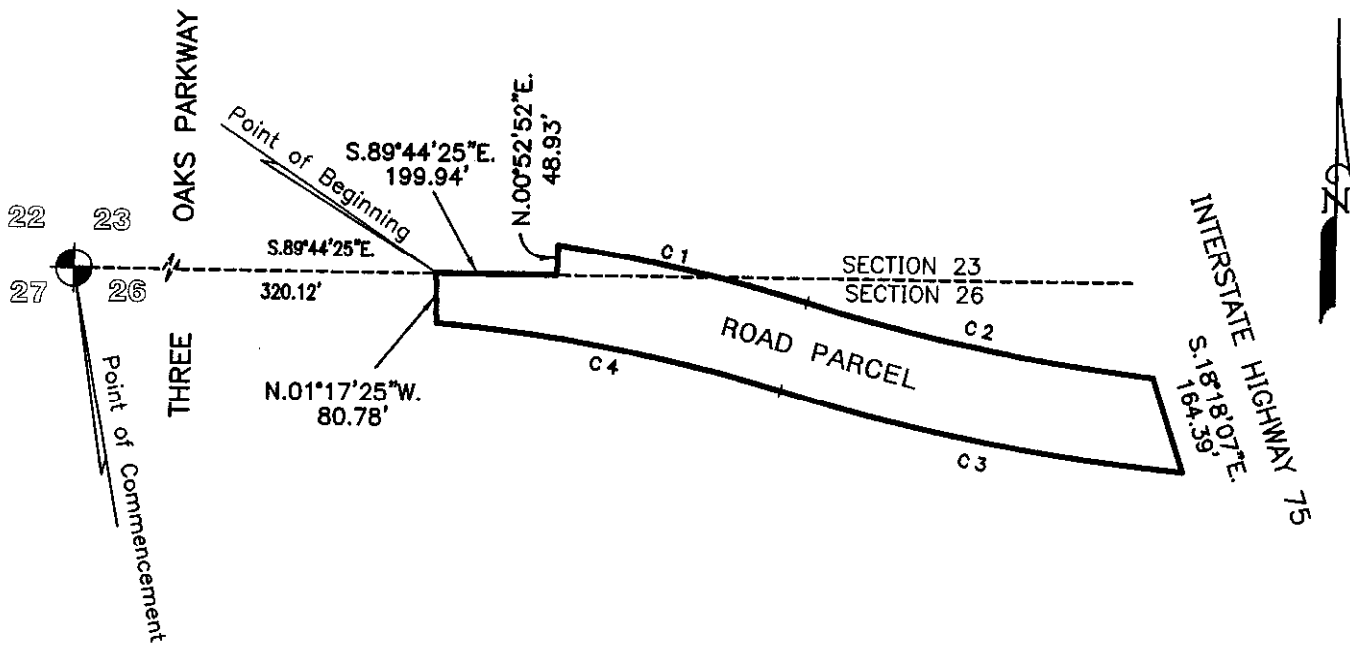
SKETCH OF LEGAL DESCRIPTION FOR
CORLICO VILLAGE RESIDENTIAL PARCEL # 2

Prepared For: **COLONIAL HOMES INC.**

SHEET 2 OF 2

Dwn. RH	Ck. -	DWG: CDD_LEGAL
Date: 3-18-04	Order No.: COL-MR	
SECTION 26 TOWNSHIP 46 S RANGE 25 E LEE COUNTY, FLORIDA		

DESCRIPTION SKETCH



CURVE DATA TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	BEARING
1	2939.31	08°17'17"	425.19	212.96	424.81	S.77°41'10"E.
2	3356.50	10°02'19"	588.09	294.80	587.33	S.78°33'48"E.
3	3506.50	11°09'43"	683.11	342.64	682.03	N.79°07'30"W.
4	2790.34	11°57'09"	582.10	292.11	581.04	N.79°31'17"W.

NOTES:

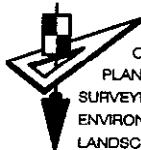
1. BEARINGS ARE BASED ON THE SOUTH BOUNDARY OF THE SOUTHWEST 1/4 OF SECTION 23 AS BEING S.89°44'25"E.
2. See Sheet 1 of 2 for Legal Description.

(NOT A SURVEY)

RANDALL L. HENDRA PSM # 8091

CERTIFICATE OF AUTHORIZATION NO. LB 148

PREPARED BY: **HEIDT & ASSOCIATES, Inc.**
Tampa ♦ Fort Myers



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Fort Myers, Florida 33912
Phone: 239-482-7275
FAX: 239-482-2103

SKETCH OF LEGAL DESCRIPTION FOR
CORLICO VILLAGE ROAD PARCEL

Prepared For: COLONIAL HOMES INC.

SHEET 2 OF 2

Dwn. RH	Ck. -	DWG: COD-LEGAL
Date: 3-18-04	Order No.: COL-MR	
SECTION 23 & 26 TOWNSHIP 46 S RANGE 25 E LEE COUNTY, FLORIDA		

C:\corlico\workspace\plans\legal\corlico_ig\drawing_3/18/04\11-22-10 AMP.rvt Hendra

Division of County Lands

Ownership and Easement Search

Search No. 26-46-25-00-00001.2010
23-46-25-00-00001.1060

Date: May 22, 2003

Parcel: 107, 107A, 107B

Project: Three Oaks Widening Project #4

To: Michael J. O'Hare, SR/WA
Property Acquisition Agent

From: Kenneth Pitt *KPP*
Real Estate Title Examiner

STRAP: 23-46-25-00-00001.1060 & 26-46-25-00-00001.2010

Effective Date: April 14, 2003, at 5:00 p.m.

Subject Property: See attached Exhibit "A"

Title to the subject property is vested in the following:

Colonial Homes, Inc., (a Florida Corporation)

By that certain instrument dated March 6, 2003, recorded March 7, 2003, in Official Record Book 3865, Page 2798, Public Records of Lee County, Florida.

Easements:

1. Reservation of an undivided ½ interest in oil, gas and minerals and a right of way 60 feet in width (affects land in Section 23) recorded in Official Record Book 1281, Page 2122, Public Records of Lee County, Florida. An easement over said right of way was assigned in Official Record Book 1404, Page 2378, Public Records of Lee County, Florida.
2. Right of Way easement recorded in Official Record Book 1281, Page 2119, Public Records of Lee County, Florida. (affects land in Section 26). Right to use of this easement was assigned in Official Record Book 1289, Page 1116 and Official Record Book 1292, Page 152, Public Records of Lee County, Florida. *N/A*
3. Utility easement for water mains, recorded in Official Record Book 1645, Page 2046 (affects land in Section 26) which easement was deeded to Gulf Utility Company in Official Record Book 1645, Page 2048 and Official Record Book 1647, Page 141, Public Records of Lee County, Florida. *OUTSIDE R/W AREA*
4. Waterline easement (affecting land in Section 23) recorded in Official Record Book 1698, Page 3422, Public Records of Lee County, Florida. *OUTSIDE R/W*
5. Roadway easement (affecting land in Section 23) recorded in Official Record Book 1739, Page 775, Public Records of Lee County, Florida. *N/A*
6. Roadway easement (affecting land in Section 26) recorded in Official Record Book 1739, Page 777, Public Records of Lee County, Florida. *N/A*
7. Right of way easement (affects land in Section 23) recorded in Official Record Book 1784, Page 1032, Public Records of Lee County, Florida. *N/A*
8. Cross Access and Utility Easement Agreement recorded in Official Record Book 3865, Page 2810, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search

Search No. 26-46-25-00-00001.2010

23-46-25-00-00001.1060

Date: May 22, 2003

Parcel: 107

Project: Three Oaks Widening Project #40

9. Drainage Easement Agreement recorded in Official Record Book 3865, Page 2821, Public Records of Lee County, Florida.

NOTE(1): Subject to a mortgage in the original sum of \$1,858,237.50 recorded in Official Record Book 3865, Page 2802, Public Records of Lee County, Florida.

NOTE(2): Subject to Resolution No. 85-9-130 adopted by the B.O.C.C. Lee County, Florida, recorded in Official Record Book, 1812, Page 3507, Public Records of Lee County, Florida.

NOTE(3): Subject to Resolution No. Z-86-169 adopted by the B.O.C.C. of Lee County, Florida, recorded in Official Record Book 1902, Page 3666, Public Records of Lee County, Florida.

NOTE(4): Subject to a Notice of Development Order recorded in Official Record Book 3169, Page 2457, Public Records of Lee County, Florida.

NOTE(5): Subject to Covenants of Unified Control recorded in Official Record Book 2038, Page 4184; Official Record Book 2365, Page 3367 and Official Record Book 2385, Page 2352, Public Records of Lee County, Florida.

NOTE(6): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid waste collection recorded in Official Record Book 2789, Page 3281 and amended in Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

Tax Status: Not assessed yet.

(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 1

A tract or parcel of land situated in a portion of the Southwest Quarter (SW 1/4) of Section 23, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

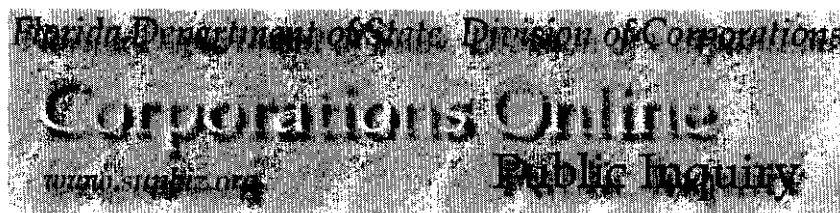
Commence at the Southwest corner of Section 23, Township 46 South, Range 25 East, Lee County, Florida. Thence run South $89^{\circ}44'25''$ East, along the South line of said Southwest Quarter, for a distance of 520.06 feet to the Point of Beginning of the herein described parcel of land; Thence run North $00^{\circ}52'52''$ East for a distance of 691.74 feet to a point on a circular curve concave southerly whose radius point bears South $24^{\circ}34'48''$ West a distance of 80.00 feet; Thence run Westerly along the arc of said curve to the left, having a radius of 80.00 feet, through a central angle of $23^{\circ}41'56''$ subtended by a chord of 32.85 feet at a bearing of North $77^{\circ}16'10''$ West for a distance of 33.09 feet to the end of said curve; Thence run North $89^{\circ}07'08''$ West for a distance of 387.85 feet to a point on the Easterly right of way line of said Three Oaks Parkway, thence run North $00^{\circ}52'52''$ East along said Easterly right of way line for a distance of 514.43 feet; Thence run North $89^{\circ}16'54''$ East for a distance of 939.51 feet to a point on the Westerly right of way line of Interstate 75 and a point on a circular curve concave Easterly, whose radius point bears North $73^{\circ}11'29''$ East a distance of 17350.80 feet therefrom; Thence run Southeasterly along the arc of said curve to the left having a radius 17350.80 feet through a central angle of $01^{\circ}29'25''$ subtended by a chord of 451.29 feet at a bearing South $17^{\circ}33'14''$ East for a distance of 451.30 feet to the end of said curve; Thence run South $18^{\circ}18'06''$ East along said Westerly right of way line for a distance of 847.89 feet to a point on the South line of said Southwest Quarter; Thence run North $89^{\circ}44'25''$ West along the South line of said Southwest Quarter for a distance of 940.51 feet to the Point of Beginning.

Parcel 2

A tract or parcel of land situated in a portion of the Northwest Quarter (NW 1/4) of Section 26, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the Northwest corner of Section 26, Township 46 South, Range 25 East, Lee County, Florida. Thence run South $89^{\circ}44'25''$ East along the North line of the Northwest Quarter of said Section 26 for a distance of 320.12 feet to the Point of Beginning of the

herein described parcel of land; Thence continue South $89^{\circ}44'25''$ East for a distance of 1140.45 feet to a point on the Westerly right of way of Interstate 75; Thence South $18^{\circ}18'06''$ East along said Westerly right of way line 1433.36 feet; Thence run South $89^{\circ}59'55''$ West for a distance of 1764.83 feet to a point on the Easterly right of way line of Three Oaks Parkway; Thence run North $01^{\circ}17'25''$ West along said Easterly right of way line for a distance of 643.35 feet thence run North $88^{\circ}42'35''$ East for a distance of 95.34 feet to the beginning of a tangential circular curve concave Southwesterly; Thence run Southeasterly along the arc of said curve to the right, having a radius of 120.00 feet, through a central angle of $66^{\circ}02'28''$ subtended by a chord of 130.79 feet at a bearing of South $58^{\circ}16'11''$ East, for a distance of 138.32 feet to the end of said curve; Thence run North $01^{\circ}17'25''$ West for a distance of 789.72 feet to the Point of Beginning.



Florida Profit

COLONIAL HOMES INC.

PRINCIPAL ADDRESS
 2000 INTERSTATE PARK DRIVE
 SUITE 400
 MONTGOMERY AL 36142-0001

MAILING ADDRESS
 2000 INTERSTATE PARK DRIVE
 SUITE 400
 MONTGOMERY AL 36142-0001

Document Number P98000012760	FEI Number 631195480	Date Filed 02/09/1998
State FL	Status ACTIVE	Effective Date NONE

Registered Agent

Name & Address
NRAI SERVICES, INC. 526 E. PARK AVENUE TALLAHASSEE FL 32301

Officer/Director Detail

Name & Address	Title
LOWDER, JAMES K 2000 INTERSTATE PARK DRIVE, SUITE 400 MONTGOMERY AL 36142-0001	COBD
LOWDER, THOMAS H 2000 INTERSTATE PARK DRIVE, SUITE 400 MONTGOMERY AL 36142-0001	D
TUCKER, BRYAN K 2000 INTERSTATE PARK DR MONTGOMERY AL 36109	AST
FARRIOR, ALAN S 2000 INTERSTATE PARK DR. MONTGOMERY AL 36109	P
MCLEOD, P.L. JR 2000 INTERSTATE PARK DR. MONTGOMERY AL 36109	S
PERSICHELLI, ANTHONY 2000 INTERSTATE PARK DR. MONTGOMERY AL 36109	SVP

Annual Reports

Report Year	Filed Date
2002	05/27/2002
2003	05/02/2003
2004	05/04/2004

[Previous Filing](#)

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No Events
No Name History Information

Document Images

Listed below are the images available for this filing.

05/04/2004 -- ANN REP/UNIFORM BUS REP
05/02/2003 -- ANN REP/UNIFORM BUS REP
05/27/2002 -- COR - ANN REP/UNIFORM BUS REP
05/10/2001 -- ANN REP/UNIFORM BUS REP
05/22/2000 -- ANN REP/UNIFORM BUS REP
05/07/1999 -- ANNUAL REPORT
02/09/1998 -- Domestic Profit

THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT

[Corporations Inquiry](#)

[Corporations Help](#)

Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

C. William Carlson, MAI, SRA
State Certified General Appraiser #0000667
ccarl1@hotmail.com

J. Lee Norris, MAI, SRA
State Certified General Appraiser #0000643
leenor56@hotmail.com

August 2, 2004

Colonial Homes, Inc.
12601 Westlinks Drive, Unit 7
Fort Myers, Florida 33913
Attention: Mr. Scott Clark,
Director of Land Acquisition

Reference: 45.22 Acres Vacant Land
Section 26, Township 46 South,
Range 25 East
Estero, Florida 33928

Dear Mr. Clark:

In accordance with your request, we have made an inspection of the above referenced property. The parcel contains a total of some 45.22 acres which will be valued in the attached appraisal report. We invite your attention to this report for more details and information specific to the overall site size.

The property is irregular in configuration containing approximately 1,250 feet of frontage on the easterly side of Three Oaks Parkway some 1,000 feet south of the intersection of Koreshan Boulevard with Three Oaks Parkway. The property is currently in a vacant unimproved state.

The value estimate as contained in this report is based on the assumption that the property is entitled for development with 126 single family residential units as indicated by Zoning Ordinance Z-02-071.

This analysis considers only the value of the real estate and takes into consideration no value for equipment or personal property which may be located on the site. As per your request this is a **Complete Appraisal Report** presented in **Summary Format** which represents only summary discussions for the data, reasoning and analysis that were used in the appraisal process to develop the appraiser's opinion of value.

This analysis has utilized the most current market value definition which is contained within the attached appraisal report. The property was last physically inspected on July 29, 2004.

Based on market conditions existing as of the effective date of appraisal, and in consideration of the property as it existed on this date, and the assumption the property may be developed with 126 single family residential dwelling units, it is our opinion the subject site warranted a market value in fee simple ownership on July 29, 2004 of:

**FIVE MILLION FOUR HUNDRED AND
TWENTY FIVE THOUSAND DOLLARS (\$5,425,000.00).**

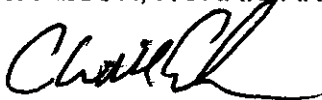
Mr. Scott Clark
August 2, 2004
Page 2

The attached appraisal report is a **Complete Summary Appraisal Report** which is intended to comply with reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. This report is made subject to certain assumptions and limiting conditions as set forth in the body of the appraisal. The analyst was engaged by Colonial Homes, Inc. to perform an analysis of the subject property and estimate its market value.

Should you have any questions regarding this or any other matter, please do not hesitate to call upon us.

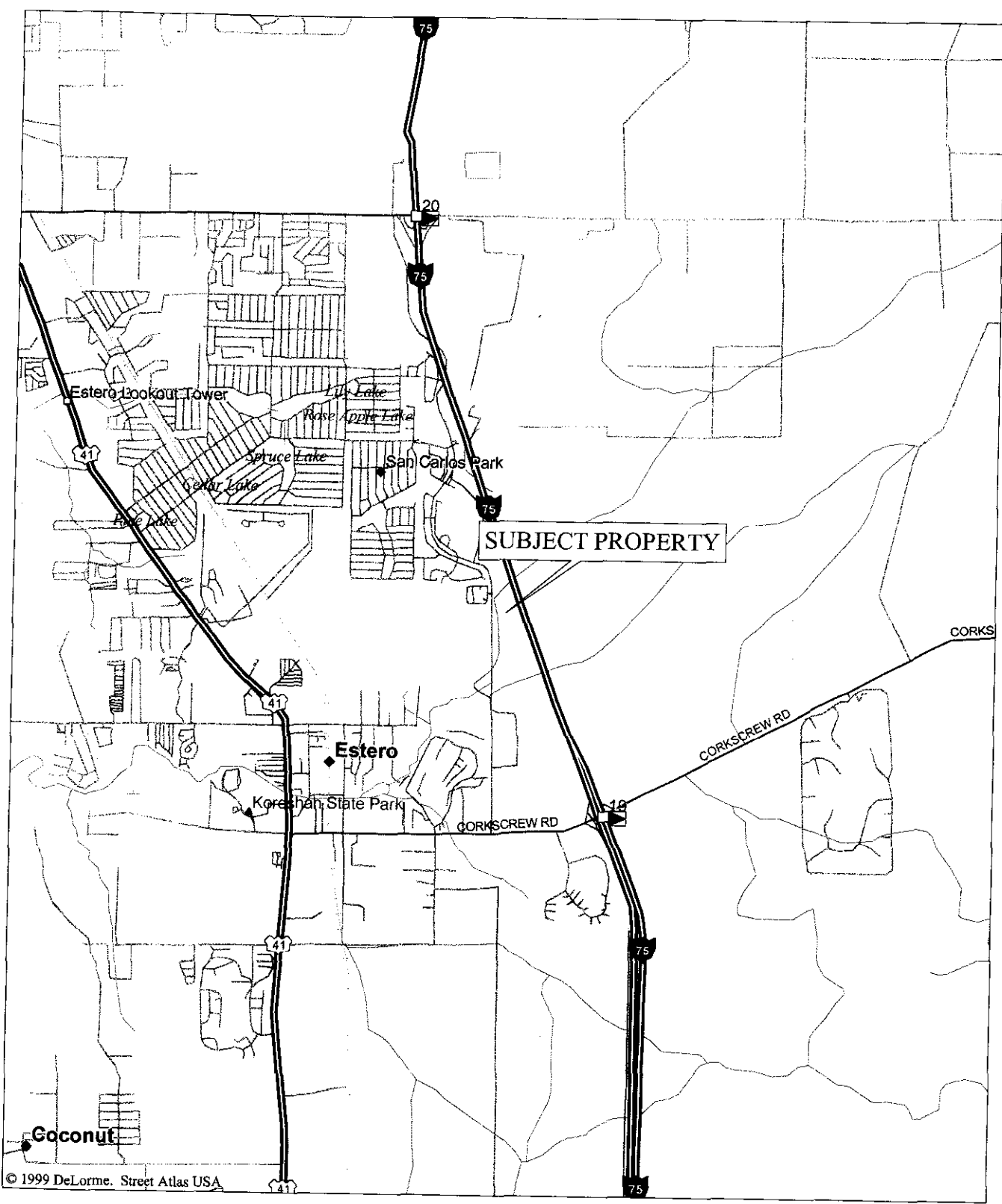
Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.

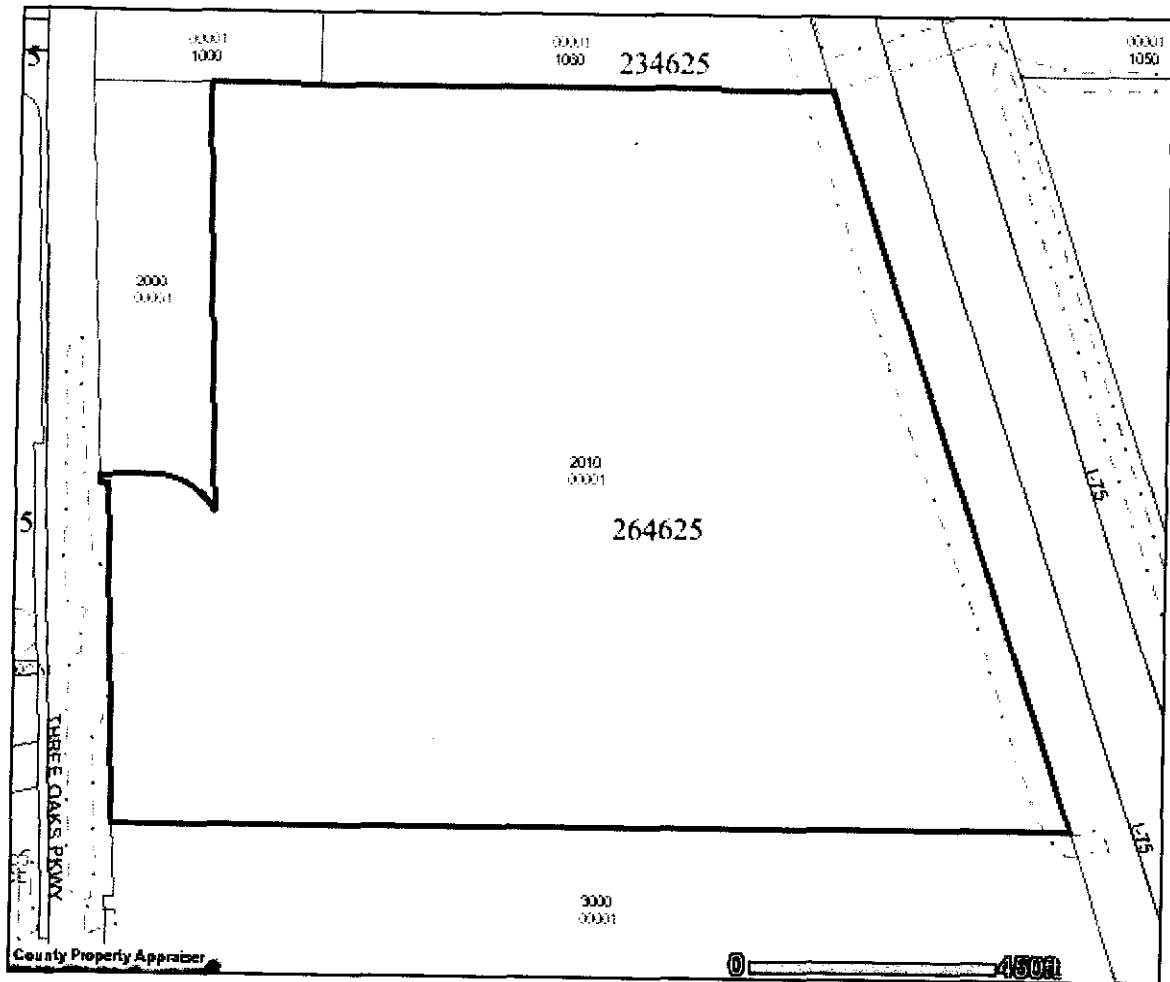


C. William Carlson, MAI, SRA
State Certified General Appraiser #0000667

CWC/lkm



LOCATION MAP



PLAT MAP

5-Year Sales History

STRAP No. 26-46-25-00-00001.2010

Estero Parkway Extension Project No. 5021

Grantor	Grantee	Price	Date	Arms Length Y/N
R.Q. Richards, III, Trustee	Colonial Homes, Inc., a Florida Corporation	\$2,477,700	3/07/2003	Yes

NOTE: The above referenced conveyance includes additional lands.