

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20041677

WALK ON #3

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$697,000 for Parcel 101 and 101E, Three Oaks Parkway Widening, Project No. 4081 pursuant to the Purchase Agreement 2) the Division of County Lands to handle and accept all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must authorize the making of a binding offer to a property owner prior to initiation of condemnation proceedings.

WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner.

2. DEPARTMENTAL CATEGORY: 06		3. MEETING DATE: 12-14-2004
COMMISSION DISTRICT # 3		
4. AGENDA:	5. REQUIREMENT/PURPOSE: (Specify)	6. REQUESTOR OF INFORMATION:
<input type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> STATUTE 73 & 125	A. COMMISSIONER
<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ORDINANCE	B. DEPARTMENT Independent
<input type="checkbox"/> APPEALS	<input type="checkbox"/> ADMIN. CODE	C. DIVISION County Lands
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> OTHER	BY: Karen L. W. Forsyth, Director
<input checked="" type="checkbox"/> WALK ON	Res of Nec. 04-09-06	
TIME REQUIRED:		

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee interest in 35211 square feet for right of way and sidewalk easement consisting of 481 square feet

Property Details:

Owner: Sol Property Development, Inc.
STRAP No.: 35-46-25-00-00001.105A

Purchase Details:

Purchase Price: \$697,000
Estimated Closing Costs: \$18,000

Appraisal Information:

Company: Carlson, W. Michael Maxwell & Associates, Inc.
Appraised Value: Salient appraisal data attached

Staff Recommendation: Staff is of the opinion that the purchase price increase of approximately \$64,000 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$10,000 - \$25,000 excluding the value of the property. Staff recommends the Board approve the Requested Motion.

Account: 20408118804.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Letter, 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
<i>K. Forsyth</i>			<i>WKS</i>	<i>[Signature]</i>	<i>OA 12/13/04</i> <i>OM 12/13</i> <i>Risk 12-13-04</i> <i>GC 12/13/04</i>	<i>HS 12/13/04</i>

10. COMMISSION ACTION:

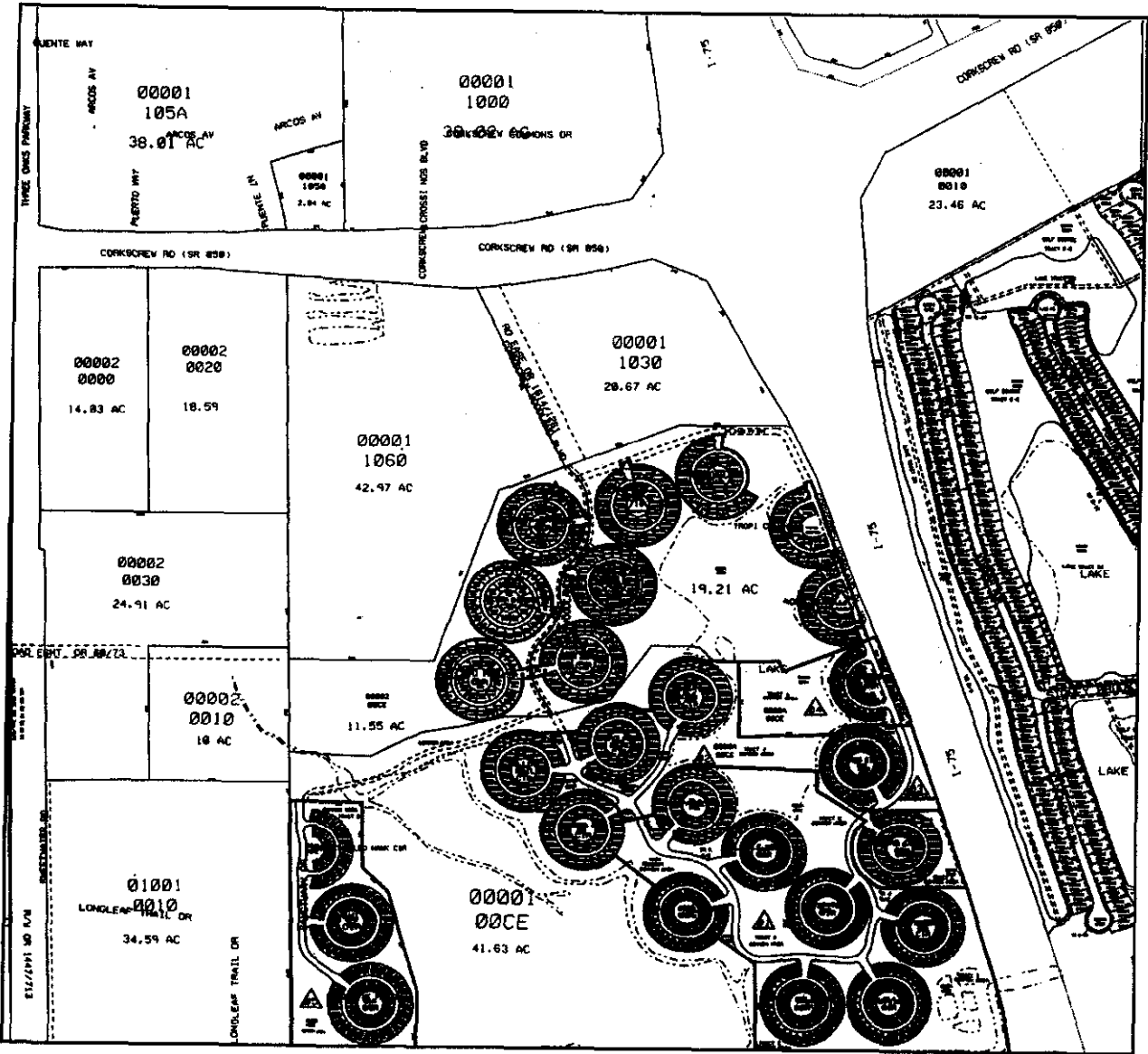
APPROVED
 DENIED
 DEFERRED
 OTHER

AFTER DISC.



RECEIVED BY COUNTY ADMIN:
12-13-04
11:35
COUNTY ADMIN FORWARDED TO: <i>[Signature]</i>
12/13/04
30m

SITE LOCATION MAP:



This document prepared by
Lee County Division of County Lands
Project: Three Oaks Parkway Widening, Project No. 4081
Parcel: 100 & 101E
STRAP No.:35-46-25-00-00001.105A

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this 14th day of December, 2004 by and between SOL Property Development, a Texas Corporation, hereinafter referred to as SELLER, whose address is 301 Congress Ave., Suite 1900, Austin, TX 78701, 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 acres more or less, and located at 10221 Corkscrew Road, Estero, FL 33928 and more particularly described in "Exhibit A" and "Exhibit B" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Three Oaks Parkway Widening Project No. 4081, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Six Hundred Ninety Seven Thousand and no/100 (\$697,000.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

WO#3
12-14-04

5-Year Sales History

Parcel No. 101

Three Oaks Parkway Widening Project,
No. 4081

Grantor	Grantee	Price	Date	Arms Length Y/N
Plaza Del Sol, LTD. A Texas Limited Partnership	Sol Property Development, Inc., a Texas corporation	\$6,600,000.	8/1/2001	N
APD Chimney Lakes, Inc., a Florida corporation	Plaza Del Sol., LTD., a Texas Limited Partnership	\$2,400,000	10/28/19 97	Y

NOTE: Sales are for parent tract of 38.01 acres.

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

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

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

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (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.

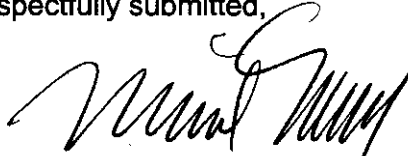
Appraisal Practice. The subject property is part of Plaza Del Sol Development of Regional Impact (DRI). A copy of the DRI can be found in the Addenda to this report.

The function or intended use of this report is understood to be for use as a basis of value for the acquisition of a portion of the subject property for purposes of widening Three Oaks Parkway. The proposed taking consists of the westerly 29.37' to 29.45' of Parcels A, B, C, and H, along with the roadway easement for Quente Way. The reader's attention is directed to the Executive Summary, under the Special Assumptions heading, regarding the parent tract analysis. The subject property was last inspected on 20 October 2004 by Mrs. Andrea Terregrossa, Registered Trainee Appraiser. Mr. W. Michael Maxwell, MAI, SRA, made a subsequent inspection of the property. Our compensation in this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the obtainment of a stipulated result, or the occurrence of a subsequent event. In addition to the Assumptions and Limiting Conditions as contained in the Addenda to this report, this appraisal is made subject to the Special Assumptions as outlined on the Executive Summary.

By reason of our investigation and analysis, data contained in this report, subject to the Special Assumptions that apply, and our experience in the real estate appraisal business, it is our opinion that the just compensation due the property owner, as of 20 October 2004, is:

SIX HUNDRED TWENTY EIGHT THOUSAND FOUR HUNDRED FIFTY ONE DOLLARS.....
.....(**\$628,451.00**)

Respectfully submitted,



W. Michael Maxwell, MAI, SRA
State-Certified General Appraiser
Certification 0000055



Andrea Terregrossa
Registered Trainee Appraiser
License Number RI10787



W. MICHAEL MAXWELL, MAI, SRA
GERALD A. HENDRY, MAI

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
- (a) Recording fee for deed;
 - (b) 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.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

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

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.



**MAXWELL & HENDRY
VALUATION SERVICES, INC.**

APPRAISERS - CONSULTANTS

12600-1 World Plaza Lane
Building #63
Fort Myers, Florida 33907

(239)-337-0555
(239)-337-3747 - FAX

(e-mail)-appr@maxwellhendry.com
(web)-www.maxwellhendry.com

ASSOCIATE APPRAISERS

William E. McInnis
State-Certified General Appraiser
Certification 0002232

Timothy D. Rieckhoff
State-Certified General Appraiser
Certification 0002261

Andrea R. Terregrossa
Registered Trainee Appraiser
RI10787

Matthew H. Caldwell
Registered Trainee Appraiser
RI9277

W. MICHAEL MAXWELL, MAI, SRA
State-Certified General Appraiser
Certification 0000055

GERALD A. HENDRY, MAI
State-Certified General Appraiser
Certification 0002245

2 November 2004

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

Attention: Mr. Michael O'Hare
Property Acquisitions Agent

Re: Appraisal of partial taking for Three Oaks Parkway
widening, Parcel 101 (Sol Property Development,
Inc.), in Section 35-46-25, Lee County, Florida

Dear Mr. O'Hare:

As per your request, an inspection and analysis have been made of the above property which is legally described in the attached appraisal report. The purpose of this assignment is to estimate the market value of the undivided fee simple interest in the land as if free and clear of liens, mortgages, encumbrances, and/or encroachments, except as amended in the body of this report.

Market value for this purpose is understood to be the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. A full definition of market value can be found in the body of this report.

As per the Uniform Standards of Professional Appraisal Practice (USPAP), there are three report writing options. These options would include either a self-contained report format, summary report, or restricted use report. A summary report format has been requested and will be used for this appraisal. The only difference between the self-contained report and a summary report is the level of detail of presentation. This appraisal will provide individual values for the four development lots located along Three Oaks Parkway, along with the roadway easement located at Three Oaks Parkway and Quente Way. This report is considered to be a limited report, to the extent that the subdivision improvements on the larger 38 acre parent tract are not being appraised. This limited appraisal report has been prepared in conformity with the Uniform Standards of Professional

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

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

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

Schedule X

Parcel

Project: Three Oaks Widening No. 4081

Search No. 21533/A

A parcel of land in the Northwest 1/4 of Section 35, Township 46 South, Range 25 East, Lee County Florida, being described as follows:

COMMENCING at the Northwest corner of Section 35, thence; South 89°52'10" East, 120.66 feet, along the North line of Section 35, to the East right of way line of Corlico Road, and the True Point of Beginning of the parcel described herein thence; South 89°52'10" East, 1461.38 feet, along the North line of Section 35, thence South 00°51'16" East, 1211.13 feet, to the North right of way line of Corkscrew Road, thence; South 89°56'00" West, 407.39 feet, along Corkscrew Road, thence South 84°12'07" West, 100.42 feet, thence South 89°51'32" West, 499.88 feet, thence North 87°15'45" West, 100.13 feet, thence South 89°51'45" West, 199.88 feet, thence North 76°04'29" West, 102.94 feet, thence South 89°51'35" West, 54.03 feet, to the East right of way line of Corlico Road, thence; North 00°52'54" East, 1197.38 feet, along the East right of way line to the True Point of Beginning.

LESS AND EXCEPT the following described parcel:

COMMENCING at the Northwest corner of Section 35, thence; South 89°52'10" East, 120.66 feet, along the North line of Section 35, to the East right of way line of Corlico Road, thence; South 89°52'10" East, 1461.38 feet, along the North line of Section 35, thence; South 00°51'16" East, 761.13 feet, to the True Point of Beginning of the parcel herein, thence South 72°18'00" West, 360.00 feet, thence; South 13°09'26" East, 350.00 feet, to the North right of way line of Corkscrew Road, thence; North 89°56'00" East, 270.00 feet, thence North 00°51'16" West, 450.00 feet, to the True Point of Beginning.

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

12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer 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 SELLER.

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

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

NOTE #1: For Information... Corlico Road, which borders the subject property on the West, was conveyed to Lee County by deeds in Official Record Book 1739, Page 777; Official Record Book 1892, Page 722; and Official Record Book 1928, Page 1796; Copies of same can be found in title file 21533/A.

NOTE 2): Subject to a Notices of Commencement recorded in Official Record Book 3697 Page 2529 and Official Record Book 4013 Page 3299, Public Records of Lee County, Florida.

Tax Status: \$79,847.16 paid on 11/22/04.

(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.

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

WITNESSES:

SELLER: SOL PROPERTY DEVELOPMENT

Marvin J. Gralnick (DATE)
President

CHARLIE GREEN, CLERK

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

BY: *[Signature]* 12/17/04
DEPUTY CLERK (DATE)

BY: *[Signature]*
CHAIRMAN OR VICE-CHAIRMAN



APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

[Signature] 12/17/04
COUNTY ATTORNEY (DATE)

Updated In House Title Search
Search No. 21533/A
Date: December 10, 2004
Parcel: 101
Project: Three Oaks Widening No.
4081

Department of Public Works
Division of County Lands

Updated In House Title Search
Search No. 21533/A
Date: December 10, 2004
Parcel:
Project: Three Oaks Widening No.
4081

5. Notice of Development Order Approval recorded in Official Record Book 3646, Page 840, Public Records of Lee County, Florida.
6. Mortgage executed by Sol Property Development, Inc., a Texas corporation in favor of Plaza Del Sol, LTD., a Texas Limited Partnership, dated August 1, 2001, recorded August 6, 2001, in Official Record Book 3463, Page 674, Public Records of Lee County, Florida. Partial Release of Mortgage and Assignment of Leases and Rents recorded in Official Record Book 3500, Page 465, Public Records of Lee County, Florida.
7. Assignment of Leases and/or Rents between Sol Property Development, Inc., a Texas corporation and Plaza Del Sol, LTD., a Texas Limited Partnership, recorded August 24, 2001 in Official Record Book 3473, Page 4866, filed in the Public Records of Lee County, Florida. Partial Release of Mortgage and Assignment of Leases and Rents recorded in Official Record Book 3500, Page 465, Public Records of Lee County, Florida.
8. Perpetual Stormwater Drainage Easement granted to Lee County recorded in Official Record Book 3500, Page 468, Public Records of Lee County, Florida.
9. Perpetual Stormwater Drainage Easement granted to Lee County recorded in Official Record Book 3658, Page 2966, Public Records of Lee County, Florida.
10. **Subject to a Deed of Conservation Easement conveyed to South Florida Water Management and enforcement rights to the U.S. Army Corp of Engineers, by that certain instrument recorded in Official Record Book 3913 Page 4736, Public Records of Lee County, Florida.**

SPECIAL CONDITIONS

Project: Three Oaks Parkway Widening, Project No. 4081
Parcel: 101 & 101E
STRAP No.: 35-46-25-00-00001.105A

BUYER: Lee County

SELLER: SOL Property Development

- 1. Included in this Agreement as part of purchase price is the Grant of Perpetual Non Exclusive Right-of-Way Easement for Bikepath/Sidewalk known as "Exhibit B" attached hereto and a part hereof.

WITNESSES:

SELLER: SOL PROPERTY DEVELOPMENT

Marvin J. Gralnick (DATE)
President

CHARLIE GREEN, CLERK

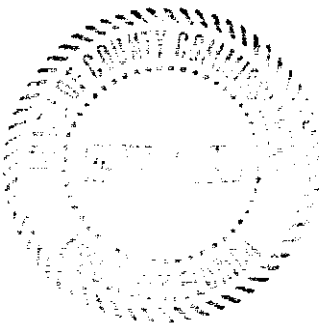
BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: Charlie Green 12/17/04
DEPUTY CLERK (DATE)

BY: [Signature]
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

[Signature]
COUNTY ATTORNEY (DATE)



Department of Public Works
Division of County Lands

Page 1 of 4

Updated In House Title Search
Search No. 21533/A
Date: December 10, 2004
Parcel: 101
Project: Three Oaks Widening No.
4081

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

From: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 35-46-25-00-00001.105A

An update has been requested of In House Title Search No. 21533/A which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through October 27, 2004, at 5:00 p.m.

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

Sol Property Development, Inc., a Texas corporation.

by that certain instrument dated August 1, 2001, recorded August 6, 2001, in Official Record Book 3463, Page 671, Public Records of Lee County, Florida.

Subject to:

1. Resolution No. 85-9-130 dated September 24, 1985, recorded November 5, 1985, in Official Record Book 1812, Page 3507, Public Records of Lee County, Florida; said Resolution establishes the municipal service benefit unit known as the Corlico Parkway M.S.B.U. and provides for the assessment of property owners deriving benefit from the road improvements. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
2. Sewer Lift Station Easement granted to Gulf Utility Company dated February 28, 1990, recorded March 7, 1990, in Official Record Book 2133, Page 2169, Public Records of Lee County, Florida; said Easement lies in the southwesterly corner of subject property and measures 40 feet by 40 feet.
3. Subject to the terms and conditions set forth on the Notice Vacating the Master Concept Plan for Corkscrew Crossing dated November 17, 1992, recorded November 17, 1992, in Official Record Book 2341, Page 1035, Public Records of Lee County, Florida.
4. Covenant of Unified Control, dated August 4, 1999, recorded December 12, 1999 in Official Record Book 3200, Page 4799, Public Records of Lee County, Florida.

Exhibit "A"

PARCEL 101

A portion of those lands described in Official Record Book 3463, Page 671 lying in Section 35, Township 46 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the northwest corner of said Section 35, Township 46 South, Range 25 East, said point being a 3"x 3" concrete monument; thence N 89°43'11" E along the north line of said Section 35, 70.65 feet to survey base line station 113+08.25 of Three Oaks Parkway per Lee County Project No. CN-02-06 (Three Oaks Parkway Project Right of Way Maps); thence continue N 89°43'11" E along the north line of said Section 35, 50.01 feet to the east right of way line of Three Oaks Parkway per Lee county Department of Transportation Corlico Parkway project 84-026 and the northwest corner of those lands described in Official Record Book 3463 page 671 said point being 50.00 feet right of station 113+07.35 and the POINT OF BEGINNING; thence continuing N 89°43'11" E along the north line of said Section 35 and the north line of the lands described in Official Record Book 3463, Page 671, Public Records of Lee County, Florida 29.37 feet; thence departing said north line S 01°18'39" E, 1197.50 feet to the north right of way line of Corkscrew Road per Lee County Project No. 4722; Thence N 89°55'07" W along said north right of way line 29.45 feet to the east right of way line of Three Oaks Parkway said point being 50.00 feet right of station 101+10.04; thence N 01°18'25" W along said east right of way line 1197.32 feet to the POINT OF BEGINNING.

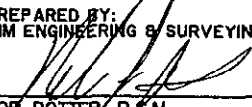
Said lands contain 35,211 square feet, more or less.

NOTE:

BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF THREE OAKS PARKWAY HAVING A BEARING OF S 01°18'25" E FROM P.I. STATION 113+36.93 BEING A SET PARKER-KALON NAIL AND DISK "LB 3114" TO THE PROJECT R/W BEGINNING STATION 100+00.00 BEING A SET PARKER-KALON NAIL AND DISK "LB 3114".

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

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

 9/8/2000
BOB POTTER, P.S.M. DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5888

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970

THIS IS NOT A SURVEY

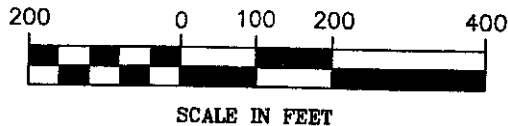
SHEET 1 OF

PROJECT NUMBER:	DESCRIPTION:	LEGAL AND SKETCH PARCEL 101
02-8240	THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06	

Updated In House Title Search
Search No. 21533/A
Date: December 10, 2004
Parcel: 101
Project: Three Oaks Widening No.
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Search No. 21533/A
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10. **Subject to a Deed of Conservation Easement conveyed to South Florida Water Management and enforcement rights to the U.S. Army Corp of Engineers, by that certain instrument recorded in Official Record Book 3913 Page 4736, Public Records of Lee County, Florida.**



LEGEND

- C.M. = CONCRETE MONUMENT
- O.R.B. = OFFICIAL RECORD BOOK
- P.I. = POINT OF INTERSECTION
- P.K. = PARKER-KALON NAIL
- P.L. = PROPERTY LINE
- RT. = RIGHT
- R/W = RIGHT OF WAY
- S.P.K. = SET P.K. AND DISK "LB 3114"
- STA. = STATION
- = LIMITS OF DESCRIPTION (SHADED)

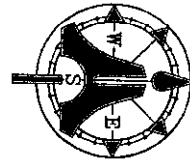
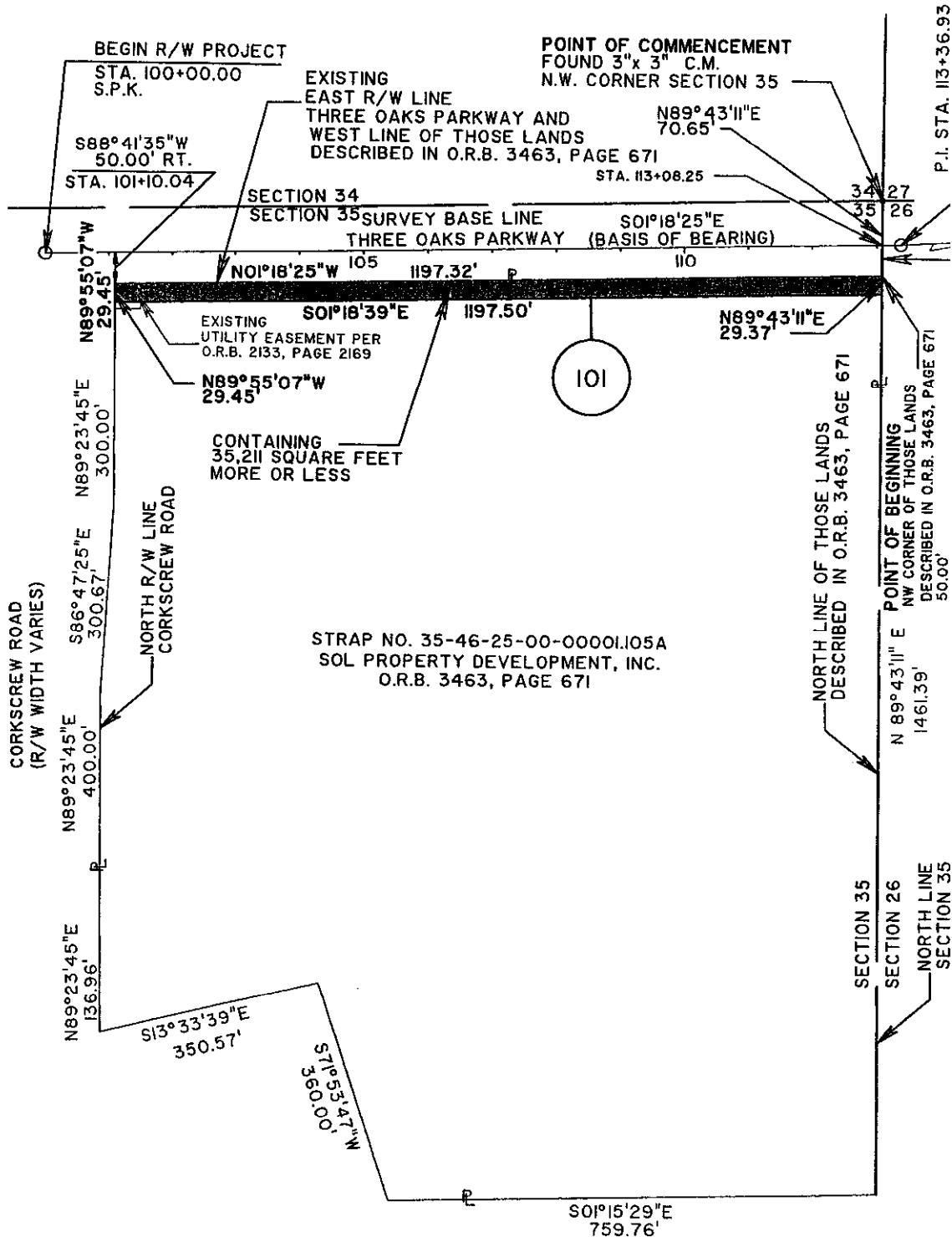


Exhibit "A"



AIM Engineering & Surveying, Inc.

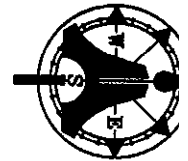


5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970

THIS IS NOT A SURVEY

SHEET 2 OF 2

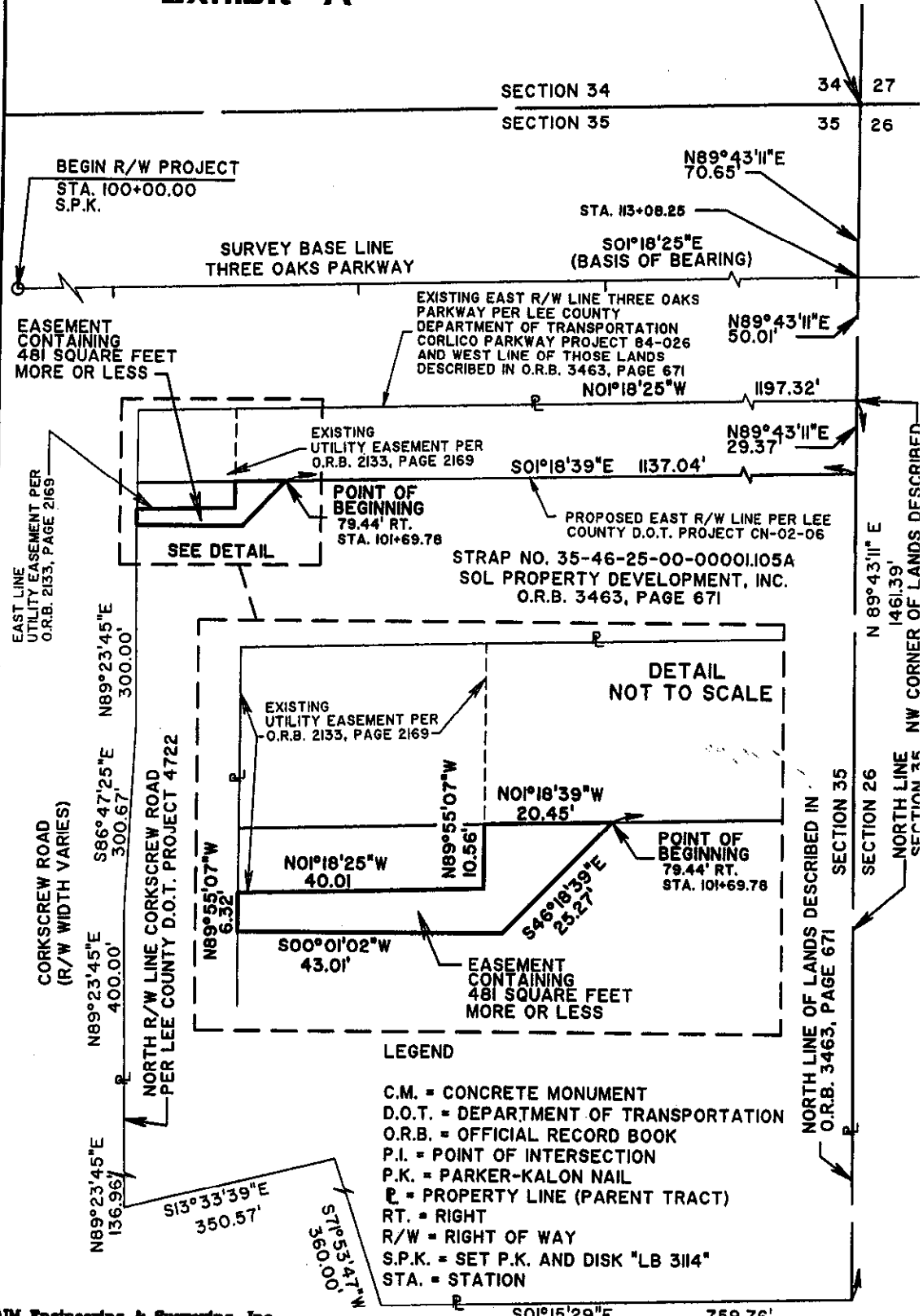
PROJECT NUMBER:	DESCRIPTION:
02-8240	LEGAL AND SKETCH PARCEL 101 THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06



SCALE IN FEET

Exhibit "A"

POINT OF COMMENCEMENT
FOUND 3" x 3" C.M.
N.W. CORNER SECTION 35



AIM Engineering & Surveying, Inc.



5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
239/332-4569

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SHEET 2 OF

PROJECT NUMBER: 02-8240	DESCRIPTION: LEGAL AND SKETCH SIDEWALK EASEMENT THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06
DRAWN BY:	CLIENT:

THIS INSTRUMENT PREPARED BY:

Lee County
County Lands Division
Post Office Box 398
Fort Myers, Florida 33902

Exhibit "B"

Page 1 of 5

Parcel: 101
Project: Three Oaks Parkway Widening
Project No. 4081
Strap No.: 35-46-25-00-00001.105A

**GRANT OF PERPETUAL
NON EXCLUSIVE RIGHT-OF-WAY EASEMENT
FOR BIKEPATH/SIDEWALK**

This **INDENTURE**, made and entered into this _____ day of _____, 20____, between **SOL Property Development, a Texas corporation**, whose address is 301 Congress Ave., Suite 1900, Austin, Texas 78701, hereinafter referred to as "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as "County":

WITNESSETH:

1. For good and valuable consideration, which is hereby acknowledged, Grantor hereby transfers to the County a perpetual non-exclusive public right-of-way easement for a bikepath/sidewalk situated in Lee County, Florida, located and described as set forth in Exhibit "A" attached hereto.

2. The County is hereby granted the right to construct, replace, renew, extend and maintain a public bikepath/sidewalk and appurtenant drainage system.

3. This right-of-way easement does not limit the construction of the bikepath/sidewalk or drainage system to a particular type, style, material or design.

4. Title to the improvements constructed hereunder will remain in the County.

5. The County will be responsible for maintenance of the bikepath/sidewalk facility.

6. Grantors covenant that they are lawfully seized and possessed of the property described in Exhibit "A", and have lawful right to convey this non-exclusive easement subject to existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and

SIDEWALK EASEMENT

A portion of those lands described in Official Record Book 3463, Page 671 lying in Section 35, Township 46 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the northwest corner of said Section 35, Township 46 South, Range 25 East, said point being a 3"x 3" concrete monument; thence N 89°43'11" E along the north line of said Section 35, 70.65 feet to survey base line station 113+08.25 of Three Oaks Parkway per Lee County Project No. CN-02-06 (Three Oaks Parkway Project Right of Way Maps); thence continue N 89°43'11" E along the north line of said Section 35, 50.01 feet to the east right of way line of Three Oaks Parkway per Lee County Department of Transportation Corlico Parkway project 84-026 and the northwest corner of those lands described in Official Record Book 3463 page 671 said point being 50.00 feet right of station 113+07.35; thence continue N 89°43'11" E along the north line of said Section 35 and the north line of the lands described in Official Record Book 3463, Page 671, Public Records of Lee County, Florida 29.37 feet to the proposed east right of way line of three Oaks Parkway per Lee County Department of Transportation Project CN-02-06; thence S 01°18'39" E along said east line, 1137.04 feet to a point lying 79.44 feet right of station 101+69.78 and the POINT OF BEGINNING; thence S 46°18'39" E departing said east line, 25.27 feet; thence S 00°01'02" W, 43.01 feet to the north right of way line of Corkscrew Road per Lee County Project No. 4722; Thence N 89°55'07" W along said north right of way line 6.32 feet to the east line of a utility easement recorded in Official Record Book 2133 page 2169; thence N 01°18'25" W along said easement, 40.01 feet; thence N 89°55'07" W, 10.56 feet to the proposed east right of way line of three Oaks Parkway per Lee County Department of Transportation Project CN-02-06; thence N 01°18'39" W along said east line, 20.45 feet to the POINT OF BEGINNING.

Said lands containing 481 square feet, more or less.

NOTE:

BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF THREE OAKS PARKWAY HAVING A BEARING OF S 01°18'25" E FROM P.I. STATION 113+36.93 BEING A SET PARKER-KALON NAIL AND DISK "LB 3114" TO THE BEGINNING OF LEE COUNTY R/W PROJECT CN-02-06 BEING A SET PARKER-KALON NAIL AND DISK "LB 3114" AT STATION 100+00.00.

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

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
239/332-4569

PREPARED BY
AIM ENGINEERING & SURVEYING, INC.

Bob Potter 1-22-06
BOB POTTER, P.E.M. DAT
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5682

THIS IS NOT A SURVEY

SHEET 1 OF 1

PROJECT NUMBER:	DESCRIPTION:
02-8240	LEGAL AND SKETCH SIDEWALK EASEMENT THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06
DRAWN BY:	CLIENT:
	LEE COUNTY

Grant of Perpetual Right-of-Way Easement
for Bikepath/Sidewalk
Page 2

cable television lines. Grantor will not place any interfering landscape material in the easement. Also, the Grantor will prevent the creation of obstructions or conditions which are or may become dangerous to the public within the easement.

7. The County will have a reasonable right of access for the purposes of reaching the described easement on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within that easement will be restored by the County to the condition in which it existed prior to the damage.

8. **THIS AGREEMENT** shall be binding upon the parties hereto, their successors and assigns.

9. Grantor, by signing this easement grant, and Grantee, by accepting this easement grant, agree to abide by the terms and conditions contained herein.

IN WITNESS WHEREOF, SOL Property Development, Grantor has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

SOL Property Development, a
Texas corporation
GRANTOR:

_____ By: _____
1st Witness Signature (Date)

_____ Marvin J. Gralnick, President
Printed name of 1st Witness

CORPORATE SEAL

STATE OF _____)
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,

20____ by Marvin J. Gralnick, President
(name of officer or agent, title of officer or agent)

of SOL Property Development, a
(name of corporation acknowledged)

Texas corporation, on behalf of the
(state or place of incorporation)

corporation. He/She is personally known to me or has produced

_____ as identification.
(type of identification)

(Signature of Notary Public)

(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)