

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

**Blue Sheet No. 20050174**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize: 1) the Division of County Lands to make binding offers to property owners in the amount of \$1,500, each for Parcels 135, 169, and 171 Gunnery Road Widening Project No. 4055, pursuant to the Purchase Agreements; 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 offers to property owners.

2. **DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #** 3 *C6I*      3. **MEETING DATE:** *03-01-2005*

<p>4. <b>AGENDA:</b></p> <p><input checked="" type="checkbox"/> CONSENT  <input type="checkbox"/> ADMINISTRATIVE  <input type="checkbox"/> APPEALS  <input type="checkbox"/> PUBLIC  <input type="checkbox"/> WALK ON  <input type="checkbox"/> TIME REQUIRED:</p>	<p>5. <b>REQUIREMENT/PURPOSE:</b>  <i>(Specify)</i></p> <p><input checked="" type="checkbox"/> STATUTE      73 &amp; 125  <input type="checkbox"/> ORDINANCE  <input type="checkbox"/> ADMIN. CODE  <input type="checkbox"/> OTHER</p>	<p>6. <b>REQUESTOR OF INFORMATION:</b></p> <p>A. COMMISSIONER  B. DEPARTMENT      Independent  C. DIVISION      County Lands  BY: <u>Karen L. W. Forsyth, Director</u></p>
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**7. BACKGROUND:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Three separate Fee Interests and Three separate Public Utility Easements

**Property Details:**

See attached

**Purchase Details:**

See attached

**Appraisal Information:**

**Company:** Carlson Norris & Associates, Inc.

**Appraised Value:** Salient appraisal data attached

**Staff Recommendation:** Staff is of the opinion that the purchase price increases of approximately \$625 each, above the appraised values, can be justified considering the costs associated with condemnation proceedings, estimated between \$4,000 and \$6,000 each. Staff recommends the Board approve the Requested Motion.

**Account:** 20405518803.506110

**Attachments:** Purchase and Sale Agreements, In-House Title Searches, Appraisal Letters, Location Map

**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>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

Rec. by CoAtty  
Date: *2/15/05*  
Time: *2:00*  
Forwarded to:

RECEIVED BY  
COUNTY ADMIN:  
\_\_\_\_\_  
COUNTY ADMIN  
FORWARDED TO: *[Signature]*

## Blue Sheet 20050174 Continued

### Parcel 135

**Owner:** D.W. Enterprises of SW Florida, Inc.  
**Property Address:** 1132 Gunnery Rd. S.  
**STRAP No.** 33-44-26-07-00017.0420, .0430, & .0450  
**Purchase Price:** \$1,500  
**Estimated Closing Costs:** \$800

### Parcel 169

**Owner:** DeLaCruz Drywall Plastering & Stucco, Inc.  
**Property Address:** 222 - 330 Gunnery Rd. S  
**STRAP No.:** 33-44-26-07-00007.0340, .0370, & .0380  
**Purchase Price:** \$1,500  
**Estimated Closing Costs:** \$800

### Parcel 171

**Owner:** Eastmond Enterprises, Inc.  
**Property Address:** 314 Gunnery Rd. S  
**STRAP No:** 33-44-26-07-00007.0300  
**Purchase Price:** \$1,500  
**Estimated Closing Costs:** \$800

This document prepared by:

Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 135 A and B  
STRAP No.: 33-44-26-07-00017.0420, .0430, .0440 and .0450

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 \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between **D.W. Enterprises of SW Florida, Inc., a Florida corporation**, whose address is 4105 SE 1<sup>st</sup> Place, Cape Coral, FL 33904, Owner, hereinafter referred to as SELLER, 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 112 square feet, located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive public utility easement consisting of 163 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference; hereinafter collectively called "the Property." This property will be acquired for the Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project, 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 of the Property ("Purchase Price") will be One Thousand Five Hundred and No/100 (\$1,500.00), 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.

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 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 a Public Utility easement (the form of the easement is attached as Exhibit "X"), 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, if applicable;

- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) SELLER's attorney fees, and appraiser fees, if any.

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

- (a) Recording fee for deed and easement;
- (b) survey, (if desired by BUYER);
- (c) payment of subordination and/or partial release of mortgage fees, if any;
- (d) documentary stamps on deed and easement.

**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 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 15 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

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

**10. ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition

with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

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

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

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

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer 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 thirty (30) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

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

WITNESSES:

SELLER: **D.W. Enterprises of SW  
Florida, Inc.**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
**Patricia K. Hart** (DATE)  
**Title: President**

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

BUYER:

CHARLIE GREEN, CLERK

**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)



This document prepared by  
Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 135 A and B  
STRAP No.: 33-44-26-07-00017.0420, .0430, .0440 and .0450

SPECIAL CONDITIONS

1. Both parties understand and agree that the "Purchase Price" is for both the fee interest and easement interest referenced to and described in this Agreement.
2. Prior to closing SELLER is to provide a subordination from mortgage holder (mortgagee) subordinating mortgagee interest to slope/restoration easement.

WITNESSES:

SELLER: **D.W. Enterprises of SW  
Florida, Inc.**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
**Patricia K. Hart** (DATE)  
**Title: President**

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

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)

PARCEL NO. 135A (RIGHT OF WAY TAKE)  
 PROPERTY OWNER: FRANK D'ALESSANDRO, INC.  
 STRAP NO. 33-44-26-07-00017.0420  
 STRAP NO. 33-44-26-07-00017.0430  
 STRAP NO. 33-44-26-07-00017.0440  
 STRAP NO. 33-44-26-07-00017.0450  
 AREA OF PARENT TRACT: 34,986 S.F., M.O.L.  
 AREA OF TAKE: 112 S.F., M.O.L.

**Exhibit "A"**

PARCEL 135A  
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE BEING A PORTION OF LOT 42, BLOCK 17,  
 UNIT 7, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES,  
 SECTION 33, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED  
 IN PLAT BOOK 15, PAGE 87, OF THE PUBLIC RECORDS, LEE  
 COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 42, SAID  
 POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD  
 SURVEY BASE LINE STATION 171+63.82; THENCE S 04°57'02" E,  
 ALONG THE EAST LINE OF SAID LOT 42, A DISTANCE OF 15.00  
 FEET; THENCE N 49°57'02" W, A DISTANCE OF 21.21 FEET TO THE  
 NORTH LINE OF SAID LOT 42; THENCE S 85°02'58" W, ALONG SAID  
 NORTH LINE, A DISTANCE OF 15.00 FEET TO THE POINT OF  
 BEGINNING.

SAID LANDS CONTAIN 112 SQUARE FEET, MORE OR LESS.

NOTE:  
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE  
 LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W  
 FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND  
 DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE  
 SPIKE AND BOTTLE CAP NO ID.

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

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

*James M. Condon* 7/13/04  
 JAMES M. CONDON, P.S.M. DATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 8074

**THIS IS NOT A SURVEY SHEET 1 OF 2**

AIM Engineering & Surveying, Inc.



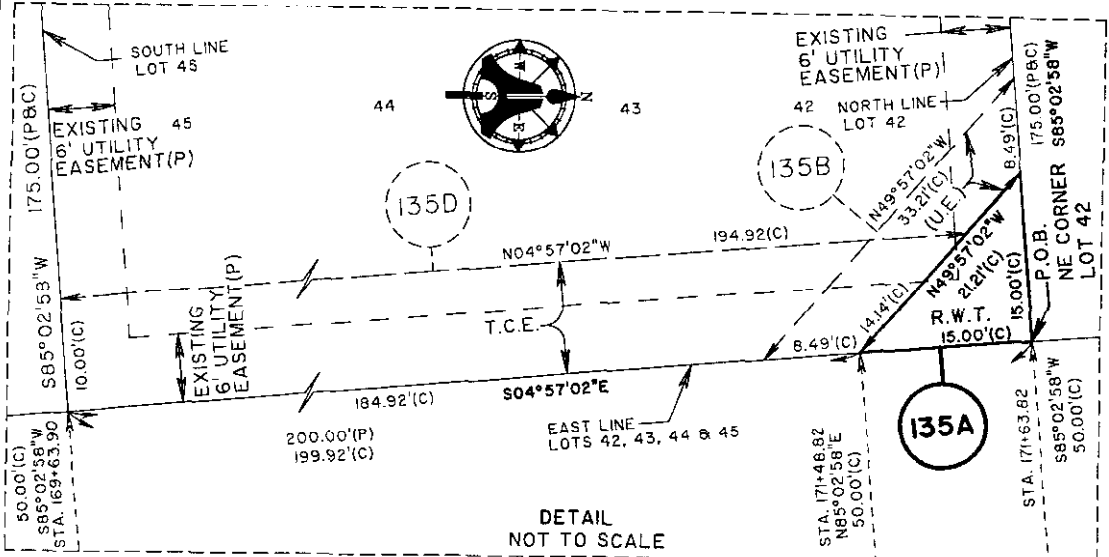
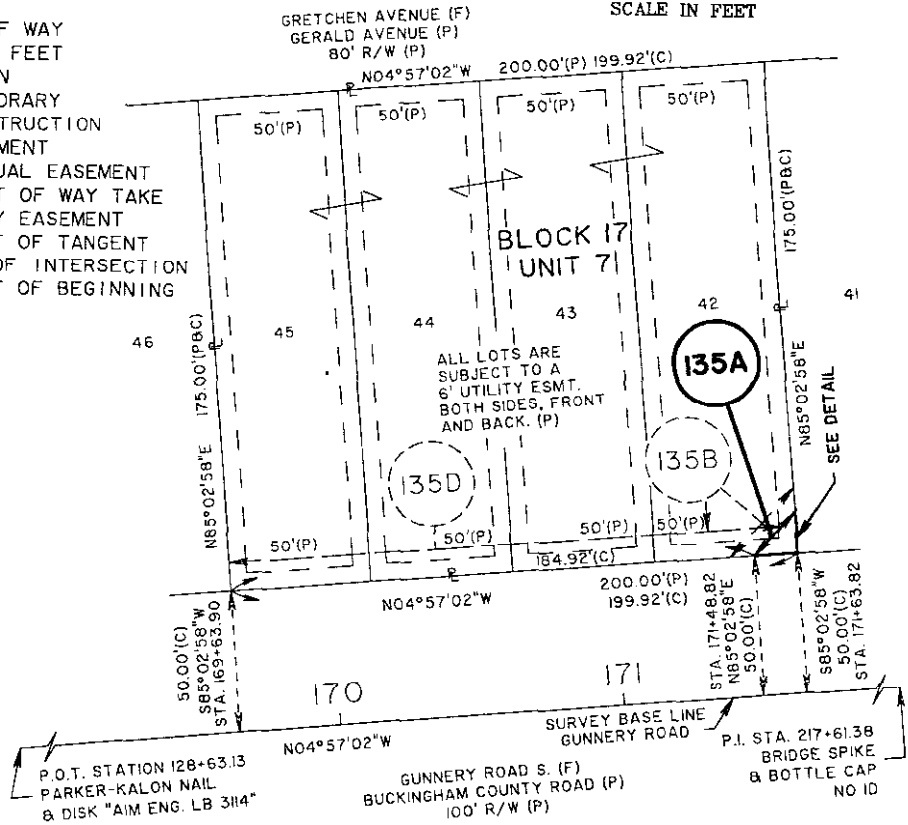
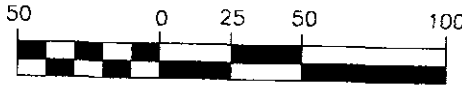
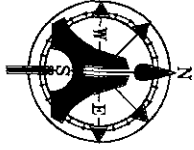
5300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 239/332-4569  
 FX:239/332-8734

Licensed Business Number 3114

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 135A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD	CLIENT: LEE COUNTY	DATE: 7/12/04	SEC-TWP-RGE: 33-44S-26E	FILE: 7504-135A	COUNTY: LEE COUNTY
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- LEGEND**
- (C) = CALCULATED
  - (F) = FIELD
  - (P) = PLAT
  - C.B. = CHORD BEARING
  - CH = CHORD
  - ESMT. = EASEMENT
  - L = LENGTH
  - M.O.L. = MORE OR LESS
  - P.B. = PLAT BOOK
  - PG. = PAGE
  - PL = PARENT TRACT
  - PL = PROPERTY LINE
  - R = RADIUS
  - RT. = RIGHT
  - R/W = RIGHT OF WAY
  - S.F. = SQUARE FEET
  - STA. = STATION
  - T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
  - P.E. = PERPETUAL EASEMENT
  - R.W.T. = RIGHT OF WAY TAKE
  - U.E. = UTILITY EASEMENT
  - P.O.T. = POINT OF TANGENT
  - P.I. = POINT OF INTERSECTION
  - P.O.B. = POINT OF BEGINNING

PARCEL NO. 135A (RIGHT OF WAY TAKE)  
 PROPERTY OWNER: FRANK D'ALESSANDRO, INC.  
 STRAP NO. 33-44-26-07-00017.0420  
 STRAP NO. 33-44-26-07-00017.0430  
 STRAP NO. 33-44-26-07-00017.0440  
 STRAP NO. 33-44-26-07-00017.0450  
 AREA OF PARENT TRACT: 34,986 S.F., M.O.L.  
 AREA OF TAKE: 112 S.F., M.O.L.



**AIM Engineering & Surveying, Inc.**  
 5300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 239/332-4569  
 FX:239/332-8734  
 Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 2 OF 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 135A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE 33-44S-26E
FILE: 7504-135A	COUNTY: LEE COUNTY

This document prepared by:

EXHIBIT "X"

Lee County

County Lands Division

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

Parcels: 135B

STRAP No.: 33-44-26-07-00017.0420, .0430, .0440 and .0450

THIS SPACE FOR RECORDING

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GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **D.W. Enterprises of SW Florida, Inc., a Florida corporation**, whose address is 4105 SE 1<sup>st</sup> Place, Cape Coral, FL 33904, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "B" attached.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public utility facilities, to include, but not be limited to: electrical power, telephone, water systems, sewer transmission and collection systems with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described (Exhibit "B"), with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is to be reserved for the public utility lines, poles, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to any public utility facilities constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

Grant of Perpetual Public Utility Easement

Page 2

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant that they are lawfully seized and possessed of the described real property (Exhibit "B"), have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records, and accordingly, Grantors will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement (Exhibit "B") 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 the above-described easement will be restored by the County or the particular utility providing service, to the condition in which it existed prior to the damage.

7. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

**IN WITNESS WHEREOF, D.W. Enterprises of SW Florida, Inc., a Florida corporation, OWNER, has caused this document to be signed on the date first above written.**

SIGNED, SEALED AND DELIVERED

IN THE PRESENCE OF TWO WITNESSES:

\_\_\_\_\_  
1st WITNESS Signature

\_\_\_\_\_  
Patricia K. Hart, President

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd WITNESS Signature

(CORPORATE SEAL)

\_\_\_\_\_  
Printed name of 2nd Witness

Grant of Perpetual Public Utility Easement

Page 3

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by Patricia K. Hart, President

(name of officer or agent, title of officer or agent)

of D.W.Enterprises of SW Florida, Inc., a Florida  
(name of corporation acknowledged) (State or place of incorporation)

corporation, on behalf of the 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)

PARCEL NO. 135B (UTILITY EASEMENT)  
 PROPERTY OWNER: FRANK D'ALESSANDRO, INC.  
 STRAP NO. 33-44-26-07-00017.0420  
 STRAP NO. 33-44-26-07-00017.0430  
 STRAP NO. 33-44-26-07-00017.0440  
 STRAP NO. 33-44-26-07-00017.0450  
 AREA OF PARENT TRACT: 34,986 S.F., M.O.L.  
 AREA OF TAKE: 163 S.F., M.O.L.

**Exhibit "B"**

PARCEL 135B  
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING WITHIN LOT 42, BLOCK 17, UNIT 7, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 33, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 87, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 42, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 171+63.82; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 42, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 42, A DISTANCE OF 8.49 FEET; THENCE N 49°57'02" W, A DISTANCE OF 33.21 FEET TO THE NORTH LINE OF SAID LOT 42; THENCE S 85°02'58" W, ALONG THE NORTH LINE OF SAID LOT 42, A DISTANCE OF 8.49 FEET; THENCE S 49°57'02" E, A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 163 SQUARE FEET, MORE OR LESS.

NOTE:  
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID.

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

*James M. Condon* 7/13/04  
 JAMES M. CONDON, P.S.M. DATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 6074

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  
 FX:239/332-8734

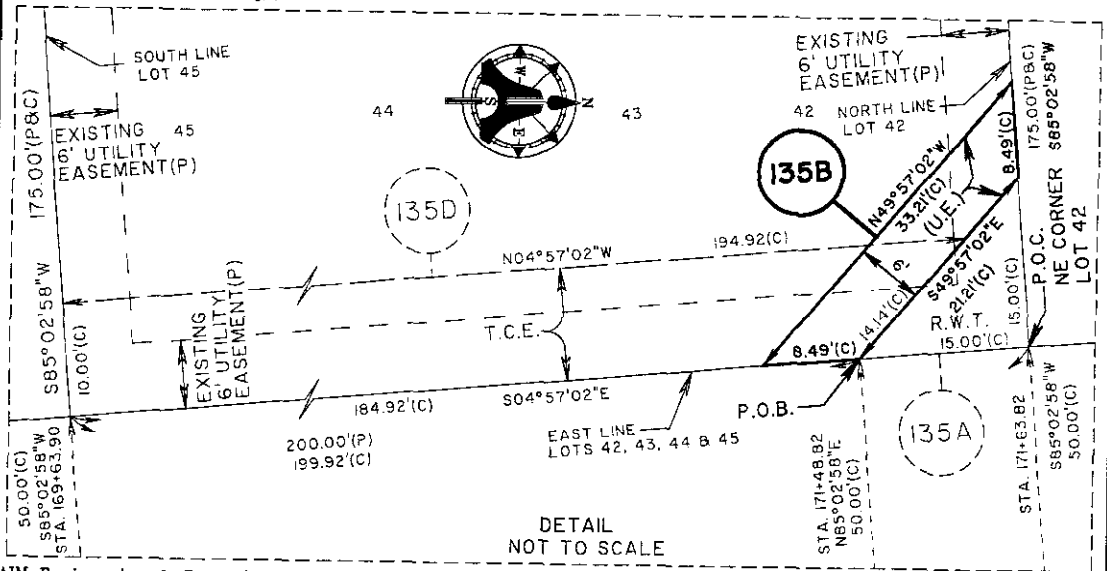
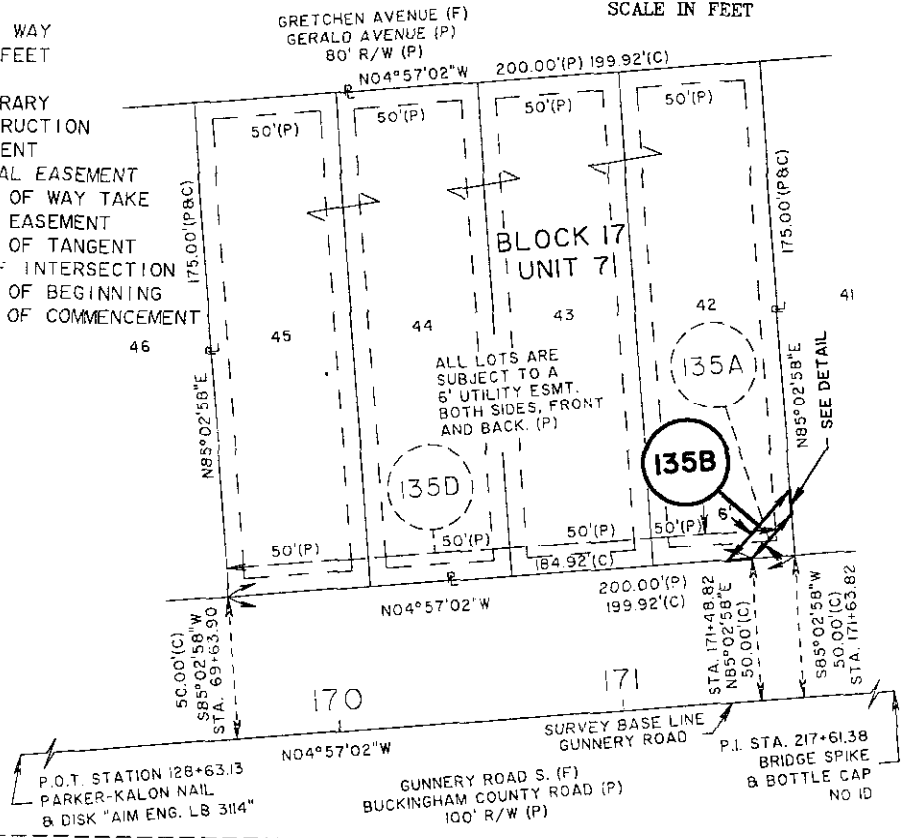
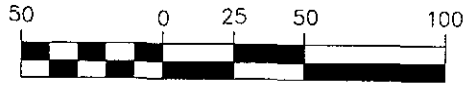
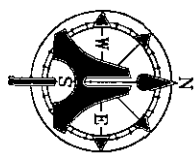
Licensed Business Number 3114

**THIS IS NOT A SURVEY SHEET 1 OF 2**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 135B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD	DATE: 7/12/04	SEC-TWP-RGE 33-44S-26E	FILE: 7504-135B	COUNTY: LEE COUNTY
DRAWN BY: LWC	CLIENT: LEE COUNTY				

- LEGEND**
- (C) = CALCULATED
  - (F) = FIELD
  - (P) = PLAT
  - C.B. = CHORD BEARING
  - CH = CHORD
  - ESMT. = EASEMENT
  - L = LENGTH
  - M.O.L. = MORE OR LESS
  - P.B. = PLAT BOOK
  - PG. = PAGE
  - R = PARENT TRACT PROPERTY LINE
  - R = RADIUS
  - RT. = RIGHT
  - R/W = RIGHT OF WAY
  - S.F. = SQUARE FEET
  - STA. = STATION
  - T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
  - P.E. = PERPETUAL EASEMENT
  - R.W.T. = RIGHT OF WAY TAKE
  - U.E. = UTILITY EASEMENT
  - P.O.T. = POINT OF TANGENT
  - P.I. = POINT OF INTERSECTION
  - P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT

PARCEL NO. 135B (UTILITY EASEMENT)  
 PROPERTY OWNER: FRANK D'ALESSANDRO, INC.  
 STRAP NO. 33-44-26-07-00017.0420  
 STRAP NO. 33-44-26-07-00017.0430  
 STRAP NO. 33-44-26-07-00017.0440  
 STRAP NO. 33-44-26-07-00017.0450  
 AREA OF PARENT TRACT: 34,986 S.F., M.O.L.  
 AREA OF TAKE: 163 S.F., M.O.L.



**AIM Engineering & Surveying, Inc.**  
 5300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 239/332-4569  
 FX:239/332-8734  
 Licensed Business Number 3114

**THIS IS NOT A SURVEY SHEET 2 OF 2**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 135B GUNNER ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 33-44S-26E
	FILE: 7504-135B
	COUNTY: LEE COUNTY



**Division of County Lands**

**Updated Ownership and Easement Search**

Search No. 33-44-26-07-00017.0420, .0430, .0440, .0450

Date: January 14, 2005

Parcel: 135

Project: Gunnery Road Widening Project #4055

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

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant

STRAP: 33-44-26-07-00017.0420, .0430, .0440, .0450

Effective Date: December 14, 2004, at 5:00 p.m.

**Subject Property:** Lots 42, 43, 44 and 45, Block 17, Lehigh Estates Unit 7, Section 33, Township 44 South, Range 26 East, Lehigh Acres, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, Page 87, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***D.W. Enterprises of SW Florida, Inc., a Florida Corporation***

By that certain instrument dated August 9, 2004, recorded August 12, 2004, in Official Record Book 4398, Page 3768, Public Records of Lee County, Florida.

**Easements:**

1. Six foot utility easement along both sides, front and back of subject property, as stated on recorded plat of subdivision.

NOTE (1): Declarations of Restrictions recorded in Official Record Book 84, Page 310 and Official Record Book 527, Page 29, Public Records of Lee County, Florida.

NOTE(2): Mortgage executed by D.W. Enterprises of SW Florida, Inc., in favor of SunTrust Bank, dated August 9, 2004, recorded August 12, 2004, in Official Record Book 4398, Page 3771, Public Records of Lee County, Florida.

NOTE(3): Assignment of Rents, Profits and Leases between D.W. Enterprises of SW Florida, Inc. and Sun Trust Bank, dated August 9, 2004, recorded August 12, 2004, in Official Record Book 4398, Page 3781, Public Records of Lee County, Florida.

**Tax Status:** 2004 taxes have been paid in full.

*(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.**

**APPRAISAL REPORT GUNNERY ROAD PROJECT 4055**

**Parcel Identification**

**Project Parcel Number:** 135  
**Owner Name/Address:** D W Enterprises of SW Florida, 1132-1138 Gunnery Road S  
**Lee County STRAP Number:** 33-44-26-07-00017.0420-.0450  
**Legal Description:** Lots 42-45, Block 17, Unit 7, Lehigh Estates, PB 15, PG 87  
**History of Ownership:** August 2004, \$160,000  
**Interest Appraised:** Fee Simple (X) Partial (X)  
**Assessed Value:** \$68,240  
**Effective Date of Appraisal:** December 9, 2004  
**Date of Report:** December 13, 2004

**Site Data**

**Parent Parcel - Overall Size:** 35,000 square feet  
**Frontage - Depth:** 200' X 175'  
**Acquisition Type:** Fee Take (X) - A 112 square feet  
Utility Easement (X) - B 163 square feet  
Perpetual Easement ( ) - C  
Sidewalk ( )  
Drainage ( )  
Fill/Slope (X)  
**Parcel Remainder Size:** 34,725 sf unencumbered, 163 sf encumbered  
**Existing Easements:** Utility (X) Drainage ( ) Road ( )  
**Corner Parcel ( ) Interior Parcel (X)**  
**Topography - Level (X) Irregular ( )**  
**Soil Conditions - Typical (X) Require Correction ( )**  
**Flood Zone:** B **Panel #:** 125124 0375 B  
**Utilities Available:** Electricity (X)  
Telephone (X)  
Water ( )  
Sewer ( )  
**Zoning/Land Use:** C2/Central Urban  
**Adverse Conditions:** None  
**Supporting Services:** Lee County Sheriff and Fire  
**Miscellaneous:** None  
**Marketing Time:** Less than 1 year  
**Highest and Best Use:** Commercial Requires Zoning Change ( )

**Improvements** None (X) Site ( ) Structure ( )

**Description of improvements within take area:** None

**Valuation**

Approaches Used: Sales Comparison (X)  
 Cost Approach ( )  
 Income Approach ( )  
 Analysis Type: Complete (X) Limited ( )  
 Report Type: Restricted ( ) Summary (X) Self Contained ( )

Sale Data: Range of Sales \$ per SF \$3.71 - \$6.29  
 Time Adjusted Range \$ per SF \$3.95 - \$7.22  
 Sale Date Range March 2004 - October 2004

Value of Improvements: N/A

Value Estimates: (See summary chart below)

**SUMMARY OF ANALYSIS**  
 Gunnery Road Project  
 Parcel 135

Market Value of Fee Simple Interest in Parent Parcel	x	35,000 sf \$5.75 per sf	\$201,250.00	\$201,250.00
<b>less: Market Value of Remainder</b>				
* 35000 sf - 163 sf proposed easement area and 112 sf fee take area		34725 sf *		
fee value per sf	x	\$5.75 per sf	\$199,668.75	
fee value of remainder				
<b>less: *per county data Utility Esmt. - B</b>		163 sf*		
\$5.75 per sf times .75 (1 - .25 percentage of impact)	x	\$4.310 per sf	\$702.53	
remainder value for land within proposed easement				
<b>Total Market Value of Remainder</b>				<u>\$200,371.28</u>
<b>Market Value of Part Taken</b>				<u>\$ 878.72</u>
<b>rounded to .....</b>				<u><b>\$880.00</b></u>

Additional information required for analysis to meet USPAP standards is located within the text of the main body of the analysis including all limiting conditions and special assumptions.

**TOTAL COMPENSATION DUE THE PROPERTY OWNER ..... (\$880.00)**

Appraiser: J. Lee Norris MAI, SRA  
 State Certified General Appraiser  
 RZ # 0000643



This document prepared by:

Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 169 A & B  
STRAP No.: 33-44-26-07-00007.0340, .0370 & .0380

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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between DeLaCruz Drywall Plastering & Stucco, Inc., a Florida corporation, whose address is 322 Gunnery Road, Suite C, Lehigh Acres, FL 33971, Owner, hereinafter referred to as SELLER, 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 112 square feet, located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive public utility easement consisting of 163 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference; hereinafter collectively called "the Property." This property will be acquired for the Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project, 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 of the Property ("Purchase Price") will be One Thousand Five Hundred dollars and No/100 (\$1,500.00), 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.

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 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 a public utility easement (the form of the easement is attached as Exhibit "X"), 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, if applicable;
- (c) taxes or assessments for which a bill has been

- rendered on or before the date of closing;
- (d) SELLER's attorney fees, and appraiser fees, if any.

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

- (a) Recording fee for deed and easement;
- (b) survey, (if desired by BUYER);
- (c) payment of subordination and/or partial release of mortgage fees, if any;
- (d) documentary stamps on deed and easement.

**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 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 15 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

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

**10. ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition

with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

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

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

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

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer 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 thirty (30) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

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



WITNESSES:

SELLER: DeLaCruz Drywall  
Plastering, Inc.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
Print Name of Witness

By: Guadalupe DeLaCruz, President

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

BUYER:

CHARLIE GREEN, CLERK

**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)

This document prepared by:

Lee County

County Lands Division

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

Parcels: 169 A & B

STRAP No.: 33-44-26-07-00007.0340, .0370 & .0380

SPECIAL CONDITIONS

1. Both parties understand and agree that the "Purchase Price" is for both the fee interest and easement referenced to and described in this Agreement.
2. Prior to closing SELLER is to provide a subordination from mortgage holder (mortgagee) subordinating mortgagee interest to public utility easement.

WITNESSES:

SELLER: DeLaCruz Drywall  
Plastering, Inc.

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
Print Name of Witness

By: Guadalupe DeLaCruz, President

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

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)

PARCEL NO. 169A (RIGHT OF WAY TAKE)  
 PROPERTY OWNER: DELACRUZ DRYWALL PLASTERING & STUCCO, INC.  
 STRAP NO. 33-44-26-07-00007.0340  
 STRAP NO. 33-44-26-07-00007.0370  
 STRAP NO. 33-44-26-07-00007.0380  
 AREA OF PARENT TRACT: 43,733 S.F., M.O.L.  
 AREA OF TAKE: 112 S.F., M.O.L.

**Exhibit "A"**

PARCEL 169A  
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE BEING A PORTION OF LOT 34, BLOCK 7, UNIT 7, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 33, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 87, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 34, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 199+12.78; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 34, A DISTANCE OF 15.00 FEET; THENCE N 49°57'02" W, A DISTANCE OF 21.21 FEET TO THE NORTH LINE OF SAID LOT 34; THENCE S 85°02'58" W, ALONG SAID NORTH LINE OF LOT 34, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 112 SQUARE FEET, MORE OR LESS.

NOTE:  
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID.

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

*James M. Condon* 7/13/04  
 JAMES M. CONDON, P.S.M. DATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 4074

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  
 FX:239/332-8734

Licensed Business Number 3114

**THIS IS NOT A SURVEY SHEET 1 OF 2**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 169A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 33-44S-26E
	FILE: 7504-169A
	COUNTY: LEE COUNTY



This Instrument Prepared by:

COUNTY LANDS DIVISION

P.O. Box 398

Fort Myers, FL 33902-0398

Parcel: 169 B

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

STRAP No.: 33-44-26-07-00007.0340, .0370 & .0380

EXHIBIT "X"

THIS SPACE FOR RECORDING

---

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **DELACRUZ DRYWALL PLASTERING & STUCCO, INC., a Florida corporation**, Owner, whose address is 322 Gunnery Road, Suite C, Lehigh Acres, FL 33971, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "B" attached.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public utility facilities, to include, but not be limited to: electrical power, telephone, water systems, sewer transmission and collection systems with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described (Exhibit "B"), with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is to be reserved for the public utility lines, poles, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to any public utility facilities constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant that they are lawfully seized and possessed of the described real property (Exhibit "B"), have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records, and accordingly, Grantors will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement (Exhibit "A") 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 the above-described easement will be restored by the County or the particular utility providing service, to the condition in which it existed prior to the damage.

7. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

**IN WITNESS WHEREOF, DELACRUZ DRYWALL PLASTERING & STUCCO, INC., a Florida corporation, OWNER, has caused this document to be signed on the date first above written.**

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

**DeLaCruz Drywall Plastering  
& Stucco, Inc.**

\_\_\_\_\_  
1st WITNESS Signature

\_\_\_\_\_

\_\_\_\_\_  
Printed name of 1st Witness

By: Guadalupe DeLaCruz

President  
Title

\_\_\_\_\_  
2nd WITNESS Signature

(CORPORATE SEAL)

\_\_\_\_\_  
Printed name of 2nd Witness

Grant of Perpetual Public Utility Easement

Page 3

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

STATE OF \_\_\_\_\_ )  
 )  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by Guadalupe DeLaCruz, President  
(name of officer or agent, title of officer or agent)

of DeLaCruz Drywall Plastering & Stucco, Inc., a Florida  
(name of corporation acknowledged) (State or place of incorporation)

corporation, on behalf of the 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)

PARCEL NO. 169B (UTILITY EASEMENT)  
 PROPERTY OWNER: DELACRUZ DRYWALL PLASTERING & STUCCO, INC.  
 STRAP NO. 33-44-26-07-00007.0340  
 STRAP NO. 33-44-26-07-00007.0370  
 STRAP NO. 33-44-26-07-00007.0380  
 AREA OF PARENT TRACT: 43,733 S.F., M.O.L.  
 AREA OF TAKE: 163 S.F., M.O.L.

**Exhibit "B"**

PARCEL 169B  
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING WITHIN LOT 34, BLOCK 7, UNIT 7, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 33, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 87, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 34, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 199+12.78; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 34, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 34, A DISTANCE OF 8.49 FEET; THENCE N 49°57'02" W, A DISTANCE OF 33.21 FEET TO THE NORTH LINE OF SAID LOT 34; THENCE S 85°02'58" W, ALONG THE NORTH LINE OF SAID LOT 34, A DISTANCE OF 8.49 FEET; THENCE S 49°57'02" E, A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 163 SQUARE FEET, MORE OR LESS.

NOTE:  
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID.

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

*James M. Condon* 7/13/04  
 JAMES M. CONDON, P.S.M. DATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 6074

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  
 FX:239/332-8734

Licensed Business Number 3114

**THIS IS NOT A SURVEY SHEET 1 OF 2**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 169B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 33-44S-26E
FILE: 7504-169B	COUNTY: LEE COUNTY





**Division of County Lands**

**Updated Ownership and Easement Search**

Search No. 33-44-26-07-00007.0340, .0370 and .0380

Date: January 19, 2005

Parcel: 169

Project: Gunnery Road Widening Project 4055

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

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant

STRAP: 33-44-26-07-00007.0340, .0370 and .0380

Effective Date: January 2, 2005, at 5:00 p.m.

**Subject Property:** Lots 34, 35, 36, 37 and 38, Block 7, LEHIGH ACRES Unit 7, according to the map or plat thereof, recorded in Plat Book 15, Page 87, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***DeLaCruz Drywall Plastering & Stucco, Inc., a Florida corporation***

By that certain instrument dated December 6, 2002, recorded December 26, 2002, in Official Record Book 3806, Page 4220, Public Records of Lee County, Florida.

**Easements:**

- 1. Six foot Utility Easement along both sides, front and back of subject property, as stated on recorded plat.

NOTE(1): Declarations of Restrictions recorded in Official Record Book 84, Page 310 and Official Record Book 527, Page 29, Public Records of Lee County, Florida.

NOTE(2): Mortgage and Assignment of Rents executed by DeLaCruz Drywall Plastering & Stucco, Inc., a Florida corporation, in favor of Wachovia Bank, National Association, dated January 28, 2004, recorded February 10, 2004, in Official Record Book 4195, Page 1662, Public Records of Lee County, Florida.

NOTE(3): Mortgage and Assignment of Rents executed by DeLaCruz Drywall Plastering & Stucco, Inc., a Florida corporation, in favor of Wachovia Bank, National Association, dated January 28, 2004, recorded February 10, 2004, in Official Record Book 4195, Page 1674, Public Records of Lee County, Florida

**Tax Status: 2004 taxes have been paid in full.**

*(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.**

**APPRAISAL REPORT GUNNERY ROAD PROJECT 4055**

**Parcel Identification**

**Project Parcel Number:** 169  
**Owner Name/Address:** Delacruz Drywall Plastering and Stucco, Inc.,  
322-330 Gunnery Road S  
**Lee County STRAP Number:** 33-44-26-07-00007.0340-.0380  
**Legal Description:** Lots 34-38 , Block 7, Unit 7, Lehigh Estates, PB 15, PG 87  
**History of Ownership:** November-September 2001, \$130,000 ( included lot 33)  
**Interest Appraised:**           **Fee Simple (X)**           **Partial (X)**  
**Assessed Value:** \$382,070 (including \$217,210 building)  
**Effective Date of Appraisal:** December 9, 2004  
**Date of Report:** December 13, 2004

**Site Data**

**Parent Parcel - Overall Size:** 43,750 square feet  
**Frontage - Depth:** 250' X 175'  
**Acquisition Type:**   **Fee Take (X) - A**  
                                  **Utility Easement (X) - B** 163 square feet  
                                  **Perpetual Easement ( ) - C**  
                                  **Sidewalk ( )**  
                                  **Drainage ( )**  
                                  **Fill/Slope ( )**  
**Parcel Remainder Size:** 43,475 sf unencumbered, 163 sf encumbered  
**Existing Easements:** **Utility (X)**   **Drainage ( )** **Road ( )**  
**Corner Parcel (X)**           **Interior Parcel ( )**  
**Topography - Level (X)**   **Irregular ( )**  
**Soil Conditions - Typical (X)**   **Require Correction ( )**  
**Flood Zone:** B   **Panel #:** 125124 0375 B  
**Utilities Available:**   **Electricity (X)**  
                                  **Telephone (X)**  
                                  **Water ( )**  
                                  **Sewer ( )**  
**Zoning/Land Use:** C2/Central Urban  
**Adverse Conditions:** None  
**Supporting Services:** Lee County Sheriff and Fire  
**Miscellaneous:** None  
**Marketing Time:** Less than 1 year  
**Highest and Best Use:** Commercial   **Requires Zoning Change ( )**

**Improvements**   None ( )   **Site (X)**   **Structure (X)**

**Description of improvements within take area:** Landscaping including grass, shrubbery and trees to be replaced by County.

**Valuation**

**Approaches Used:** Sales Comparison (X)  
Cost Approach ( )  
Income Approach ( )  
**Analysis Type:** Complete (X) Limited ( )  
**Report Type:** Restricted ( ) Summary (X) Self Contained ( )

**Sale Data:** Range of Sales \$ per SF \$3.71 - \$6.29  
Time Adjusted Range \$ per SF \$3.95 - \$7.22  
Sale Date Range March 2004 - October 2004

**Value of Improvements:** N/A

**Value Estimates:** (See summary chart below)

**SUMMARY OF ANALYSIS**

**Gunnery Road Project  
Parcel 169**

<b>Market Value of Fee Simple Interest in Parent Parcel</b>	x	43,750 sf <u>\$5.75</u> per sf	\$251,562.50	\$251,562.50
<b>less: Market Value of Remainder</b> * 43750 sf - 163 sf proposed easement area and 112 sf fee take area fee value per sf fee value of remainder	x	43475 sf* <u>\$5.75</u> per sf	\$249,981.25	
<b>less: *per county data Utility Esmt.- B</b> \$5.75 per sf times .75 (1 - .25 percentage of impact) remainder value for land within proposed easement	x	163 sf* <u>\$4.310</u> per sf	\$702.53	
<b>Total Market Value of Remainder</b>				<u>\$250,683.78</u>
<b>Market Value of Part Taken</b>				<u>\$ 878.72</u>
<b>rounded to .....</b>				<u><b>\$880.00</b></u>

Additional information required for analysis to meet USPAP standards is located within the text of the main body of the analysis including all limiting conditions and special assumptions.

**TOTAL COMPENSATION DUE THE PROPERTY OWNER ..... (\$880.00)**

**Appraiser: J. Lee Norris MAI, SRA**  
State Certified General Appraiser  
RZ # 0000643



This document prepared by:

Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 171 A & B  
STRAP No.: 33-44-26-07-00007.0300

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 \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between **Eastmond Enterprises, Inc., a Florida corporation**, whose address is 314 Gunnery Road South, Lehigh Acres, FL 33971, Owner, hereinafter referred to as SELLER, 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 113 square feet, located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive public utility easement consisting of 163 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference; hereinafter collectively called "the Property." This property will be acquired for the Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project, 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 of the Property ("Purchase Price") will be One Thousand Five Hundred and No/100 (\$1,500.00), 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.

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 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 a Public Utility easement (the form of the easement is attached as Exhibit "X"), 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, if applicable;

- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) SELLER's attorney fees, and appraiser fees, if any.

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

- (a) Recording fee for deed and easement;
- (b) survey, (if desired by BUYER);
- (c) payment of subordination and/or partial release of mortgage fees, if any;
- (d) documentary stamps on deed and easement.

**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 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 15 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

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

**10. ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition

with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

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

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

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



12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer 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 thirty (30) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

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

WITNESSES:

SELLER: **Eastmond Enterprises, Inc.**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
**Stanville A. Eastmond** (DATE)

Title: President

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

BUYER:

CHARLIE GREEN, CLERK

**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)

This document prepared by  
Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 171 A and B  
STRAP No.: 33-44-26-07-00007.0300

SPECIAL CONDITIONS

1. Both parties understand and agree that the "Purchase Price" is for both the fee interest and easement interest referenced to and described in this Agreement.
2. Prior to closing SELLER is to provide a subordination from mortgage holder (mortgagee) subordinating mortgagee interest to slope/restoration easement.

WITNESSES:

SELLER: **Eastmond Enterprises, Inc.**

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
**Stanville A. Eastmond** (DATE)  
**Title: President**

\_\_\_\_\_  
Print Name of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Print Name of Witness

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)

PARCEL NO. 171A (RIGHT OF WAY TAKE)  
 PROPERTY OWNER: EASTMOND ENTERPRISES, INC.  
 STRAP NO. 33-44-26-07-00007.0300  
 AREA OF PARENT TRACT: 26,240 S.F., M.O.L.  
 AREA OF TAKE: 113 S.F., M.O.L.

Exhibit "A"

PARCEL 171A  
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE BEING A PORTION OF LOT 32, BLOCK 7,  
 UNIT 7, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES,  
 SECTION 33, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED  
 IN PLAT BOOK 15, PAGE 87, OF THE PUBLIC RECORDS, LEE  
 COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 32, SAID  
 POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD  
 SURVEY BASE LINE STATION 199+62.76; THENCE S 85°02'58" W,  
 ALONG THE SOUTH LINE OF SAID LOT 32, A DISTANCE OF 15.00  
 FEET; THENCE N 40°02'58" E, A DISTANCE OF 21.21 FEET TO THE  
 EAST LINE OF SAID LOT 32; THENCE S 04°57'02" E, ALONG THE  
 EAST LINE OF SAID LOT 32, A DISTANCE OF 15.00 FEET TO THE  
 POINT OF BEGINNING.

SAID LANDS CONTAIN 113 SQUARE FEET, MORE OR LESS.

NOTE:  
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE  
 LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W  
 FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND  
 DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE  
 SPIKE AND BOTTLE CAP NO ID.

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

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

*James M. Condon* 7/13/04  
 JAMES M. CONDON, P.S.M. DATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5688

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 239/332-4569  
 FX:239/332-8734

Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 171A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD	LEE COUNTY	
DRAWN BY: LWC	CLIENT: LEE COUNTY	FILE: 7504-171A	COUNTY: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE 33-44S-26E		



This document prepared by:

EXHIBIT "X"

Lee County

County Lands Division

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

Parcels: 171B

STRAP No.: 33-44-26-07-00007.0300

THIS SPACE FOR RECORDING

---

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **Eastmond Enterprises, Inc., a Florida corporation**, whose address is 314 Gunnery Road South, Lehigh Acres, FL 33971, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "B" attached.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public utility facilities, to include, but not be limited to: electrical power, telephone, water systems, sewer transmission and collection systems with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described (Exhibit "B"), with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is to be reserved for the public utility lines, poles, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to any public utility facilities constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

Grant of Perpetual Public Utility Easement

Page 2

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant that they are lawfully seized and possessed of the described real property (Exhibit "B"), have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records, and accordingly, Grantors will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement (Exhibit "A") 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 the above-described easement will be restored by the County or the particular utility providing service, to the condition in which it existed prior to the damage.

7. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

**IN WITNESS WHEREOF, Eastmond Enterprises, Inc., a Florida corporation, OWNER,** has caused this document to be signed on the date first above written.

SIGNED, SEALED AND DELIVERED  
IN THE PRESENCE OF TWO WITNESSES:

\_\_\_\_\_  
1st WITNESS Signature

\_\_\_\_\_  
Stanville A. Eastmond, President

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd WITNESS Signature

(CORPORATE SEAL)

\_\_\_\_\_  
Printed name of 2nd Witness

Grant of Perpetual Public Utility Easement

Page 3

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

STATE OF \_\_\_\_\_ )

\_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day  
of \_\_\_\_\_, 20\_\_\_\_, by Stanville A. Eastmond, President  
(name of officer or agent, title of officer or agent)

of Eastmond Enterprises, Inc., a Florida  
(name of corporation acknowledged) (State or place of incorporation)

corporation, on behalf of the 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)



PARCEL NO. 171B (UTILITY EASEMENT)  
 PROPERTY OWNER: EASTMOND ENTERPRISES, INC.  
 STRAP NO. 33-44-26-07-00007.0300  
 AREA OF PARENT TRACT: 26,240 S.F., M.O.L.  
 AREA OF TAKE: 163 S.F., M.O.L.

**Exhibit "B"**

PARCEL 171B  
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING IN LOT 32, BLOCK 7, UNIT 7, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 33, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 87, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 32, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 199+62.76; THENCE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 32, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 32, A DISTANCE OF 8.49 FEET; THENCE N 40°02'58" E, A DISTANCE OF 33.21 FEET TO THE EAST LINE OF SAID LOT 32; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 32, A DISTANCE OF 8.49 FEET; THENCE S 40°02'58" W, A DISTANCE OF 21.21 FEET TO THE POINT OF BEGINNING.

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NOTE:  
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID.

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

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

*James M. Condon* 7/13/04  
 JAMES M. CONDON, P.S.M. STATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 6074

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 239/332-4569  
 FX:239/332-8734

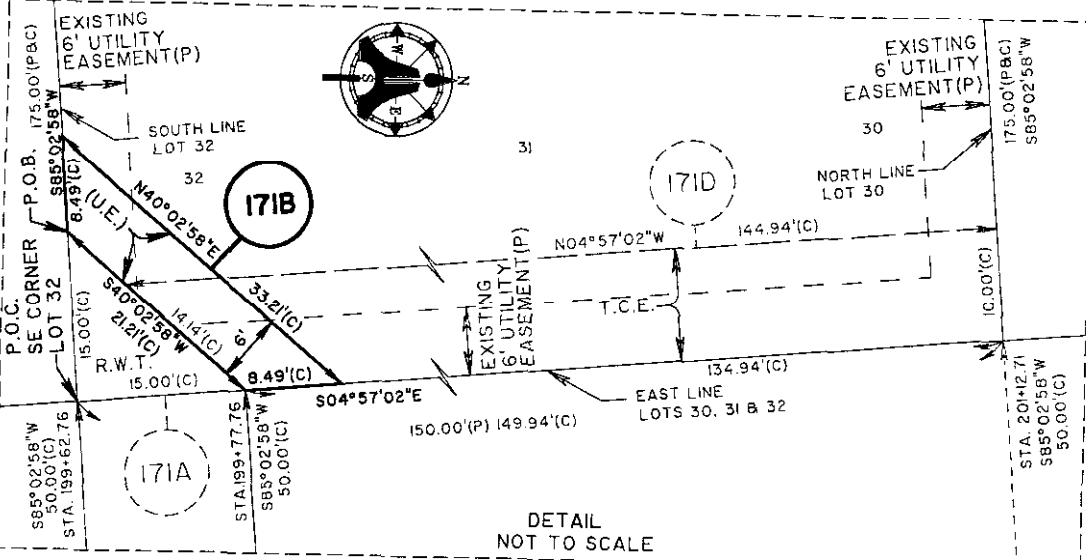
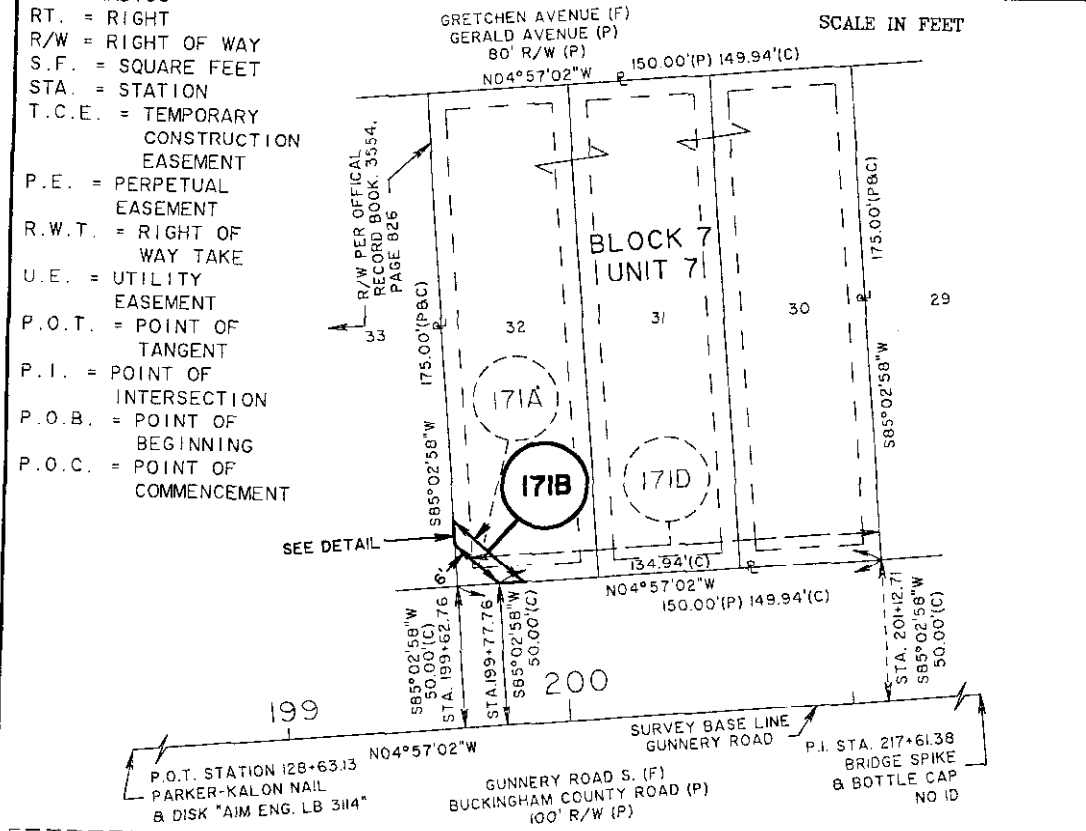
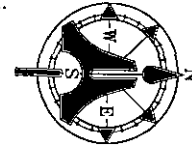
Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 171B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 33-44S-26E
FILE: 7504-171B	COUNTY: LEE COUNTY

- LEGEND**
- (C) = CALCULATED
  - (F) = FIELD
  - (P) = PLAT
  - C.B. = CHORD BEARING
  - CH = CHORD
  - ESMT. = EASEMENT
  - L = LENGTH
  - M.O.L. = MORE OR LESS
  - P.B. = PLAT BOOK
  - PG. = PAGE
  - PL = PARENT TRACT
  - PROPERTY LINE
  - R = RADIUS
  - RT. = RIGHT
  - R/W = RIGHT OF WAY
  - S.F. = SQUARE FEET
  - STA. = STATION
  - T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
  - P.E. = PERPETUAL EASEMENT
  - R.W.T. = RIGHT OF WAY TAKE
  - U.E. = UTILITY EASEMENT
  - P.O.T. = POINT OF TANGENT
  - P.I. = POINT OF INTERSECTION
  - P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT

PARCEL NO. 171B (UTILITY EASEMENT)  
 PROPERTY OWNER: EASTMOND ENTERPRISES, INC.  
 STRAP NO. 33-44-26-07-00007.0300  
 AREA OF PARENT TRACT: 26,240 S.F., M.O.L.  
 AREA OF TAKE: 163 S.F., M.O.L.



**AIM Engineering & Surveying, Inc.**  
 5300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
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 Licensed Business Number 3114

**THIS IS NOT A SURVEY SHEET 2 OF 2**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 171B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 33-44S-26E
FILE: 7504-171B	COUNTY: LEE COUNTY

**Division of County Lands****Updated Ownership and Easement Search**

Search No. 33-44-26-07-00007.0300

Date: January 19, 2005

Parcel: 171

Project: Gunnery Road Widening, Project 4055

To: Michael J. O'Hare, SR/WA  
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS  
Property Acquisition Assistant

STRAP: 33-44-26-07-00007.0300

Effective Date: January 2, 2005, at 5:00 p.m.

**Subject Property:** Lots 30, 31 and 32, Block 7, Lehigh Estates Unit 7, Section 4, Township 45 South, Range 26 East, Lehigh Acres, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, Page 87, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***Eastmond Enterprises, Inc., a Florida corporation.***

by those certain instruments dated April 30, 1997, recorded May 1, 1997 in Official Record Book 2818, Page 4172 and dated June 28, 1997, recorded July 24, 1997, in Official Record Book 2848, Page 1416, Public Records of Lee County, Florida.

**Easements:**

1. Six foot utility easement along both sides, front and back of subject property, as stated on recorded plat of subdivision.

NOTE(1): Notice of Development Order Approval, recorded in Official Record Book 2997, Page 1012, Public Records of Lee County, Florida.

NOTE(2): Final Judgment Taxing Attorney's Fees and Court Costs, in favor of Heriberto Garcia, recorded in Official Record Book 3165, Page 2474, Public Records of Lee County, Florida.

NOTE(3): Final Judgment in favor of Francisco Maldonado, recorded in Official Record Book 3741, Page 4838, Public Records of Lee County, Florida.

NOTE(4): Mortgage executed by Eastmond Enterprises, Inc., a Florida corporation, in favor of Florida Community Bank, dated February 7, 2002, recorded February 27, 2002, in Official Record Book 3586, Page 519, as modified by instruments recorded in Official Record Book 3882, Page 159, Official Record Book 3895, Page 17, and Official Record Book 4308, Page 2096, Public Records of Lee County, Florida.

## Division of County Lands

### Updated Ownership and Easement Search

Search No. 33-44-26-07-00007.0300

Date: January 19, 2005

Parcel: 171

Project: Gunnery Road Widening, Project 4055

NOTE(5): Collateral Assignment of Leases and Rents, Income and Profits between Eastmond Enterprises, Inc., a Florida corporation and Florida Community Bank, recorded February 27, 2002 in Official Record Book 3586, Page 525, Public Records of Lee County, Florida.

NOTE(6): Financing Statement between Eastmond Enterprises, Inc. and Florida Community Bank, recorded March 25, 2003 in Official Record Book 3882, Page 163, Public Records of Lee County, Florida.

NOTE(7): Final Judgment in favor of Easy Going Excavating, Inc., recorded in Official Record Book 4413, Page 1332, as re-recorded in Official Record Book 4414, Page 3191, Public Records of Lee County, Florida.

**Tax Status: 2004 taxes have been paid in full.**

*(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.**

**APPRAISAL REPORT GUNNERY ROAD PROJECT 4055**

**Parcel Identification**

**Project Parcel Number:** 171  
**Owner Name/Address:** Eastmond Enterprises, Inc., 314 Gunnery Road S  
**Lee County STRAP Number:** 33-44-26-07-00007.0300  
**Legal Description:** Lots 30-32 , Block 7, Unit 7, Lehigh Estates, PB 15, PG 87  
**History of Ownership:** No sale in previous five years  
**Interest Appraised:**       **Fee Simple** (X)       **Partial** (X)  
**Assessed Value:** \$201,300 including \$108,490 in building  
**Effective Date of Appraisal:** December 9, 2004  
**Date of Report:** December 13, 2004

**Site Data**

**Parent Parcel - Overall Size:** 26,250 square feet  
**Frontage - Depth:** 150' X 175'  
**Acquisition Type:**   **Fee Take** (X) - A 113 square feet  
                                  **Utility Easement** (X) - B 163 square feet  
                                  **Perpetual Easement** ( ) - C  
                                  **Sidewalk** ( )  
                                  **Drainage** ( )  
                                  **Fill/Slope** ( )  
**Parcel Remainder Size:** 25,974 sf unencumbered, 163 sf encumbered  
**Existing Easements:** **Utility** (X)   **Drainage** ( ) **Road** ( )  
**Corner Parcel** (X)       **Interior Parcel** ( )  
**Topography - Level** (X)   **Irregular** ( )  
**Soil Conditions - Typical** (X)   **Require Correction** ( )  
**Flood Zone:** B       **Panel #:** 125124 0375 B  
**Utilities Available:** **Electricity** (X)  
                                  **Telephone** (X)  
                                  **Water** ( )  
                                  **Sewer** ( )  
**Zoning/Land Use:** C2/Central Urban  
**Adverse Conditions:** None  
**Supporting Services:** Lee County Sheriff and Fire  
**Miscellaneous:** None  
**Marketing Time:** Less than 1 year  
**Highest and Best Use:** Commercial **Requires Zoning Change** ( )

**Improvements**       None ( )       **Site** (X)       **Structure** (X)

**Description of improvements within take area:** This site is improved with a pre-engineered warehouse structure. Any improvements noted as being within the take area are scheduled to be replaced by the condemning authority.

**Valuation**

Approaches Used: Sales Comparison (X)  
 Cost Approach ( )  
 Income Approach ( )  
 Analysis Type: Complete (X) Limited ( )  
 Report Type: Restricted ( ) Summary (X) Self Contained ( )

Sale Data: Range of Sales \$ per SF \$3.71 - \$6.29  
 Time Adjusted Range \$ per SF \$3.95 - \$7.22  
 Sale Date Range March 2004 - October 2004

Value of Improvements: N/A

Value Estimates: (See summary chart below)

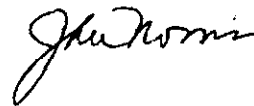
**SUMMARY OF ANALYSIS**  
 Gunner Road Project  
 Parcel 171

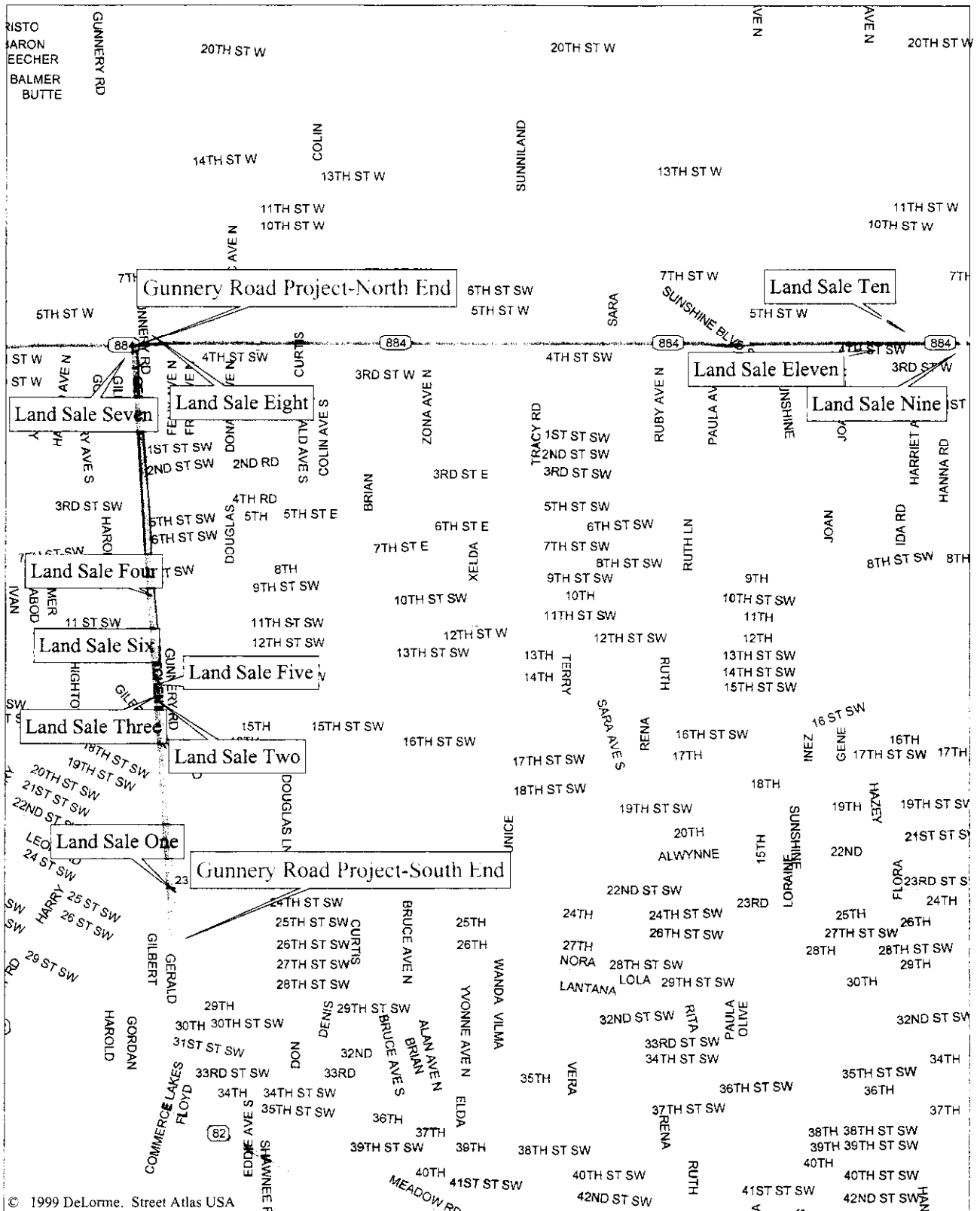
Market Value of Fee Simple Interest in Parent Parcel	x	26,250 sf \$5.75 per sf	\$150,937.50	\$150,937.50
less: Market Value of Remainder				
* 26250 sf - 163 sf proposed easement area and 113 sf fee take area		25974 sf *		
fee value per sf	x	\$5.75 per sf	\$149,350.50	
fee value of remainder				
less: *per county data Utility Esmt.- B		163 sf*		
\$5.75 per sf times .75 (1 - .25 percentage of impact)	x	\$4.310 per sf	\$702.53	
remainder value for land within proposed easement				
<b>Total Market Value of Remainder</b>				<u>\$150,053.03</u>
<b>Market Value of Part Taken</b>				<u>\$ 884.47</u>
<b>rounded to .....</b>				<u><b>\$885.00</b></u>

Additional information required for analysis to meet USPAP standards is located within the text of the main body of the analysis including all limiting conditions and special assumptions.

**TOTAL COMPENSATION DUE THE PROPERTY OWNER ..... (\$885.00)**

Appraiser: J. Lee Norris MAI, SRA  
 State Certified General Appraiser  
 RZ # 0000643





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## LOCATION MAP