

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

Blue Sheet No. 20050182

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize: 1) the Division of County Lands to make binding offers to property owners in the amount of \$2,000 for Parcel 120, \$3,500 for Parcel 128, \$1,600 for Parcel 137, \$1,750 for Parcel 190, \$2,500 for Parcel 191, \$2,100 for Parcel 192, and \$7,500 for Parcel 193, 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 *C6J*

3. MEETING DATE: *03-01-2005*

4. AGENDA:

<input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> STATUTE	73 & 125
<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ORDINANCE	
<input type="checkbox"/> APPEALS	<input type="checkbox"/> ADMIN. CODE	
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> OTHER	
<input type="checkbox"/> WALK ON		
<input type="checkbox"/> TIME REQUIRED:		

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER

B. DEPARTMENT Independent

C. DIVISION County Lands

BY: Karen L. W. Forsyth, Director *[Signature]*

7. BACKGROUND:
Negotiated for: Department of Transportation

Interest to Acquire: Seven separate Fee Interests, Public Utility Easements, and Slope/Restoration 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 \$600 - \$1,200 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
<i>[Signature]</i>			<i>[Signature]</i>		OA	COM	Risk	<i>[Signature]</i>
								<i>2-17-05</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
Date: *2/13/05*
Time: *1:00*
Forwarded To:

RECEIVED BY
COUNTY ADMIN:
2/16/05
COUNTY ADMIN
FORWARDED TO: *[Signature]*

Blue Sheet 20050182 Continued

Parcel 120

Owner: Roman R. Orellana & Elder R. Orellana
Property Address: 1541 Gretchen Ave.
STRAP No.: 04-45-26-05-00010.0210
Purchase Price: \$2,000
Estimated Closing Costs: \$600

Parcel 128

Owner: Gerald J. Gresser
Property Address: 4400-02 15th Street SW
STRAP No.: 04-45-26-05-00001.0010
Purchase Price: \$3,500
Estimated Closing Costs: \$800

Parcel 137

Owner: Charles D. and Tracy Biggerstaff
Property Address: 1122 Gunnery Rd. S
STRAP No.: 33-44-26-07-00017.0370, .0380, .0390, & .0400
Purchase Price: \$1,600
Estimated Closing Costs: \$800

Parcel 190

Owner: James G. and Patty M. Fortana, Co-Tr. Living Trust
Property Address: 209 Gunnery Rd. N.
STRAP No.: 28-44-26-06-00063.0100
Purchase Price: \$1,750
Estimated Closing Costs: \$500

Parcel 191

Owner: Fred and Lisa Elliott
Property Address: 4400 3RD Street W
STRAP No.: 28-44-26-06-00059.0060
Purchase Price: \$2,500
Estimated Closing Costs: \$900

Parcel 192

Owner: Pat J. Uchytel, as surviving spouse
Property Address: 4401 4th W
STRAP No.: 28-44-26-06-00059.0050
Purchase Price: \$2,100
Estimated Closing Costs: \$800

Parcel 193

Owner: LT Lehigh Properties, Inc.
Property Address: 4400 4th Street W & 4401 Lee Blvd.
STRAP No.: 28-44-26-06-00058.0050 & .0060
Purchase Price: \$7,500
Estimated Closing Costs: \$1,000

This document prepared by:

Lee County
County Lands Division
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055
Parcels: 120 A, B & C
STRAP No.: 04-45-26-05-00010.0210

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 **Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship**, whose address is PO Box 150182, Cape Coral, FL 33915, 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, and a perpetual, non-exclusive slope/restoration easement consisting of 187 square feet, located and described as set forth in Exhibit "C", 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 Two Thousand and no/100 (\$2,000.00), 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.

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 Slope/Restoration easement (the form of the easement is attached as Exhibit "Y"), 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:

Signature of Witness

Roman R. Orellana (DATE)

Print Name of Witness

Signature of Witness

Print Name of Witness

WITNESSES:

SELLER:

Signature of Witness

Elder R. Orellana (DATE)

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: 120 A, B & C
STRAP No.: 04-45-26-05-00010.0210

SPECIAL CONDITIONS

1. Both parties understand and agree that the "Purchase Price" is for both the fee interest and easements referenced to and described in this Agreement.
2. The property described in Exhibit "A", "B", and "C" are not and have never been the homestead of the owner, nor is it contiguous to the homestead of the owners.
3. Prior to closing SELLER is to provide a subordination from mortgage holder (mortgagee) subordinating mortgagee interest to the easements attached as Exhibit "X" and "Y".

WITNESSES:

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Roman R. Orellana (DATE)

SELLER:

Elder R. Orellana (DATE)

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

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

PARCEL NO. 120A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: RAMON R. ORELLANA
 STRAP NO. 04-45-26-05-00010.0210
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.
 AREA OF TAKE: 212 S.F., M.O.L.

Exhibit "A"

PARCEL 120A
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE LYING IN LOT 21, BLOCK 10, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 21, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 151+54.43; THENCE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 21, 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 21; THENCE S 04°57'02" E, ALONG THE EAST LINE OF LOT 21, 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.

BOB L. POTTER, P.E.M. DATE 6/23/04
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATION NO. 5588

THIS IS NOT A SURVEY SHEET 1 OF 2

AIM Engineering & Surveying, Inc.



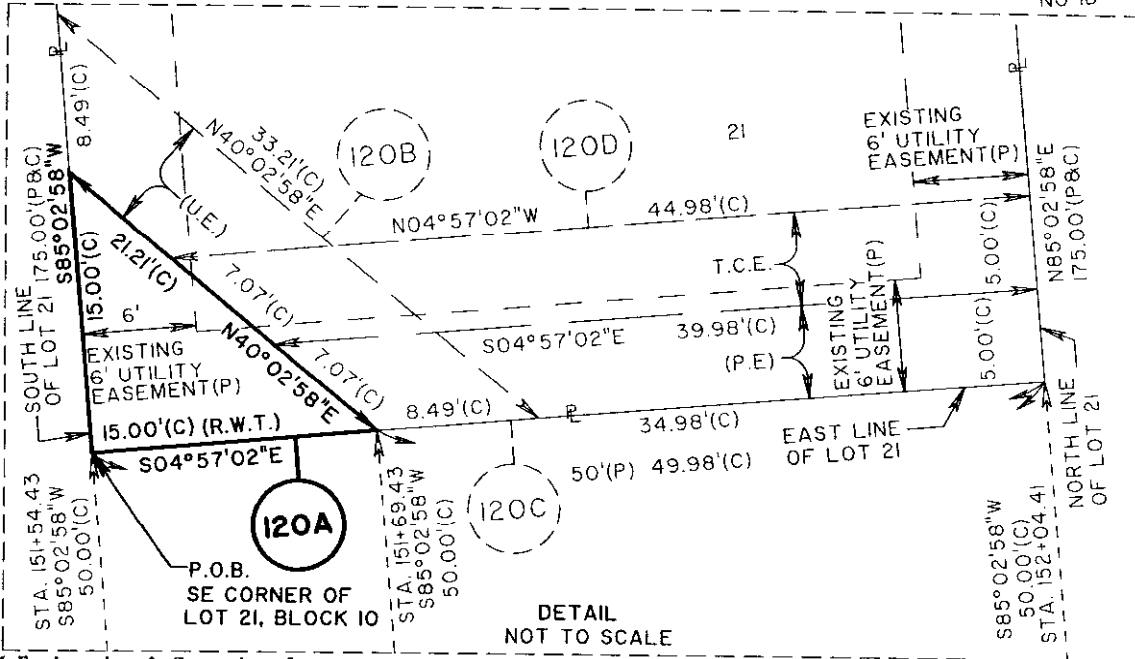
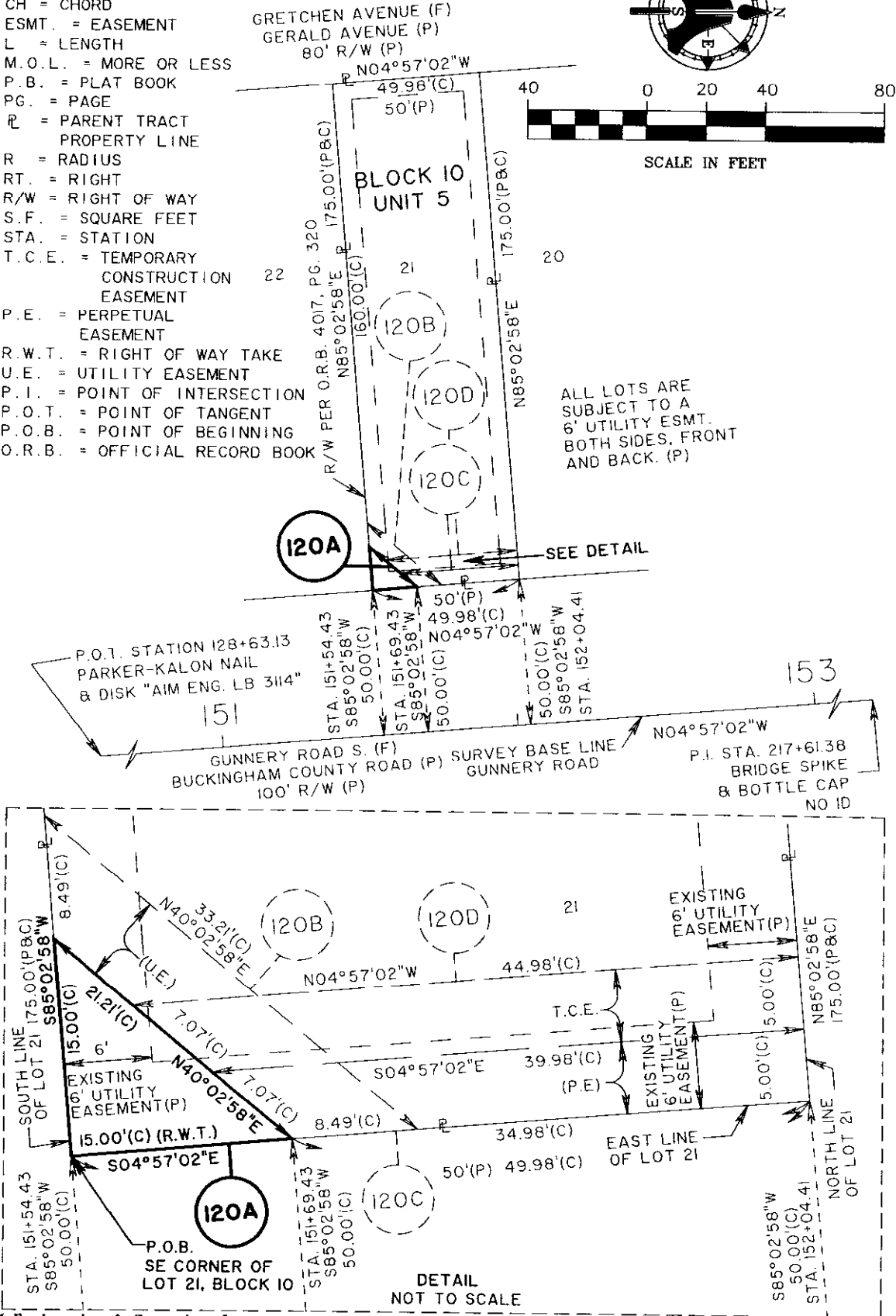
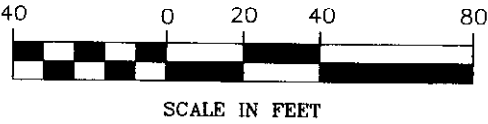
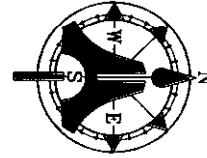
5300 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 239/332-4569
 FX:239/332-8734

Licensed Business Number 3114

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 120A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD	CLIENT: LEE COUNTY	DATE: 6/23/04	SEC-TWP-RGE: 4-45S-26E	FILE: 7504-120A	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
 - P = 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.I. = POINT OF INTERSECTION
 - P.O.T. = POINT OF TANGENT
 - P.O.B. = POINT OF BEGINNING
 - O.R.B. = OFFICIAL RECORD BOOK

PARCEL NO. 120A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: RAMON R. ORELLANA
 STRAP NO. 04-45-26-05-00010.0210
 AREA OF PARENT TRACT: 8,747 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 120A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TWP-RGE 4-45S-26E
FILE: 7504-120A	COUNTY: LEE COUNTY

Lee County
County Lands Division

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.),
Project No. 4055
Parcels: 120B
STRAP No.:04-45-26-05-00010.0210

EXHIBIT "X"

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20____, between Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship, whose address is PO Box 150182, Cape Coral, FL 33915, 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.

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, Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship, OWNER, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Roman R. Orellana

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Elder R. Orellana

Printed name of 1st Witness

2nd Witness Signature

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 _____)

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

20____ by **Roman R. Orellana**. He is personally known to me or has

produced _____ as identification.

(type of identification)

(Signature of Notary Public)

STATE OF _____)

COUNTY OF _____)

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

20____ by **Elder R. Orellana**. He is personally known to me or has

produced _____ as identification.

(type of identification)

(Signature of Notary Public)

PARCEL NO. 120B (UTILITY EASEMENT)
 PROPERTY OWNER: RAMON R. ORELLANA
 STRAP NO. 04-45-26-05-00010.0210
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.
 AREA OF TAKE: 163 S.F., M.O.L.

Exhibit "B"

PARCEL 120B
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING IN LOT 2I, BLOCK 10, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 2I, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 151+54.43; THENCE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 2I, 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 2I, 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 2I; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 2I, A DISTANCE OF 8.49 FEET; THENCE S 40°02'58" W, 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 1D.

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

PREPARED BY:
 AIM ENGINEERING & SURVEYING, INC.

Bob L. Potter 6/23/04
 BOB L. POTTER P.L.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6688

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 120B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TWP-RGE: 4-45S-26E
	FILE: 7504-120B
	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
 - P = 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.I. = POINT OF INTERSECTION
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - O.R.B. = OFFICIAL RECORD BOOK
 - P.O.T. = POINT OF TANGENT

PARCEL NO. 120B (UTILITY EASEMENT)
PROPERTY OWNER: RAMON R. ORELLANA
STRAP NO. 04-45-26-05-00010.0210
AREA OF PARENT TRACT: 8,747 S.F., M.O.L.
AREA OF TAKE: 163 S.F., M.O.L.

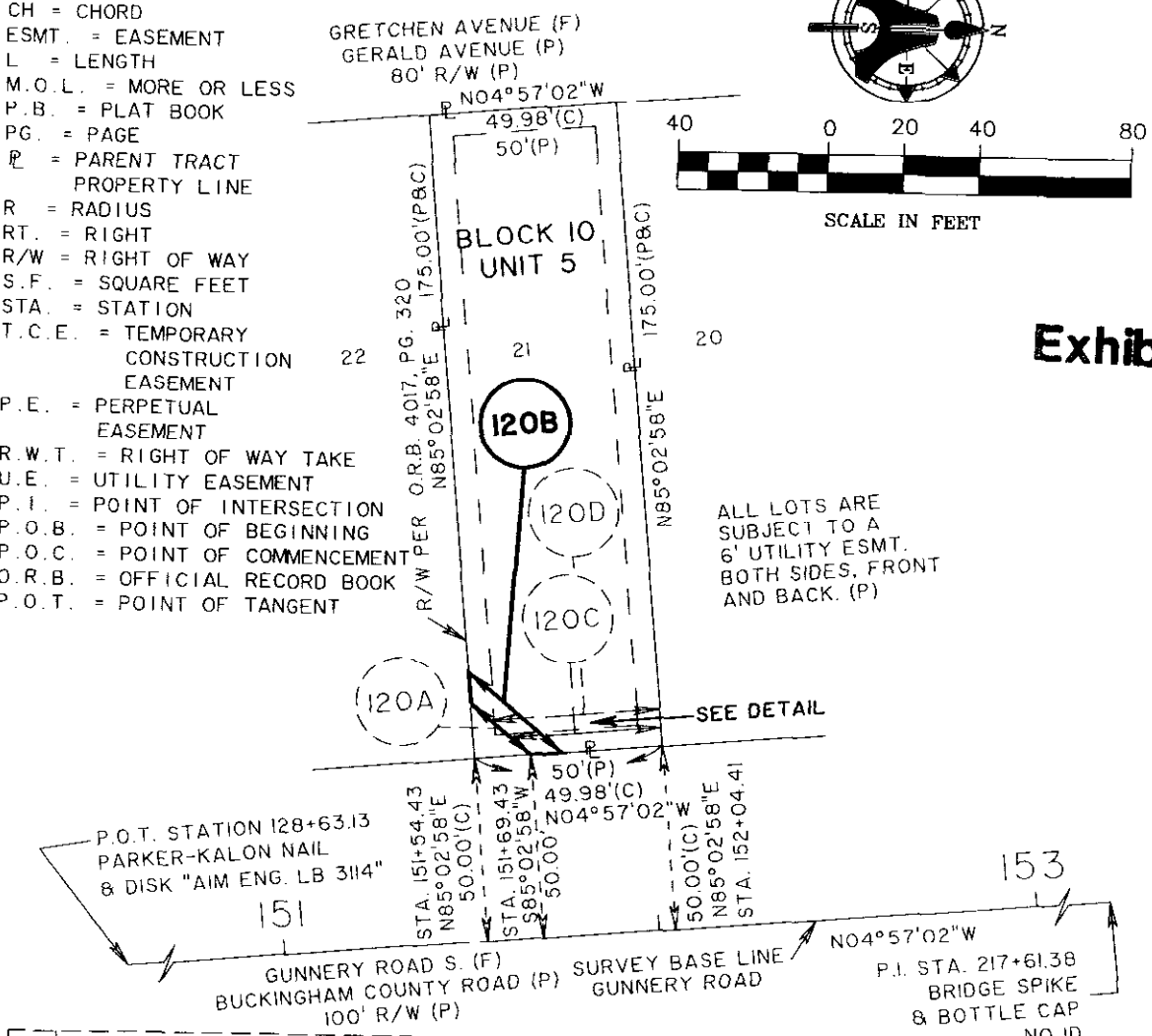
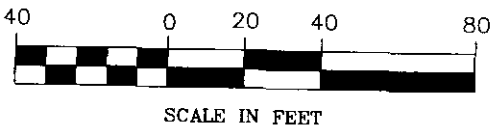
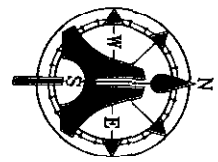
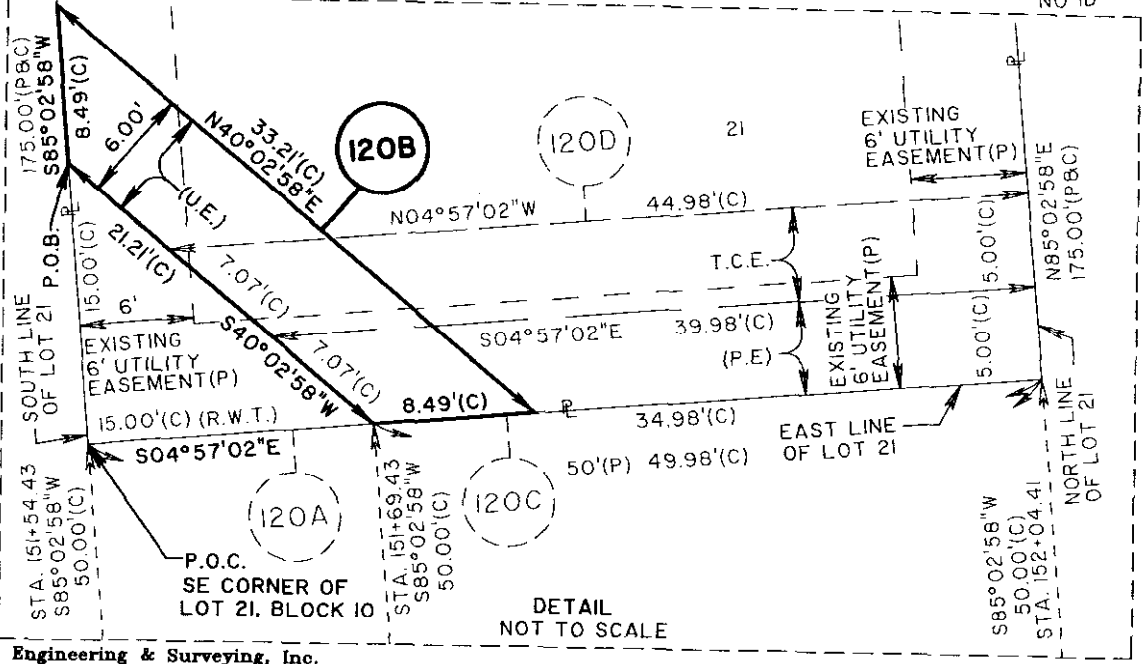


Exhibit "B"

ALL LOTS ARE
SUBJECT TO A
6' UTILITY ESMT.
BOTH SIDES, FRONT
AND BACK. (P)



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 120B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TWP-RGE 4-45S-26E
FILE: 7504-120B	COUNTY: LEE COUNTY

This instrument prepared by:
Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

EXHIBIT "Y"

Parcel: 120C
Project: Gunnery Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055
STRAP No.: 04-45-26-05-00010.0210

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
Between **Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship**, whose address is PO Box 150182, Cape Coral, FL 33915, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "C" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. **Except for trees**, these improvements may include the use of foliage.
4. Grantor may not construct or place any structures or foliage, **including trees**, within the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. 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 they are lawfully seized and possessed of the real property described in Exhibit "C", 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 herein stated, and accordingly, Grantor 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.

Slope/Restoration Easement

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

Page 2 of 3

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, **Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship**, Grantor, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Roman R. Orellana GRANTOR

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Elder R. Orellana GRANTOR

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

Slope/Restoration Easement

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

Page 3 of 3

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Roman R. Orellana**. He/she is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Elder R. Orellana**. He/she is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

PARCEL NO. 120C (PERPETUAL EASEMENT)
 PROPERTY OWNER: RAMON R. ORELLANA
 STRAP NO. 04-45-26-05-00010.0210
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.
 AREA OF TAKE: 187 S.F., M.O.L.

EXHIBIT C

PARCEL 120C
 (PERPETUAL EASEMENT)

A 5.00 FOOT WIDE PERPETUAL EASEMENT LYING IN LOT 21, BLOCK 10, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 21, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 152+04.41; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 21, A DISTANCE OF 34.98 FEET; THENCE S 40°02'58" W, A DISTANCE OF 7.07 FEET; THENCE N 04°57'02" W, PARALLEL WITH THE EAST LINE OF SAID LOT 21, A DISTANCE OF 39.98 FEET TO THE NORTH LINE OF SAID LOT 21; THENCE N 85°02'58" E, ALONG THE NORTH LINE OF SAID LOT 21, A DISTANCE OF 5.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 187 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.

BOB L. POTTER, P.S.M. DATE 6/23/04
 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

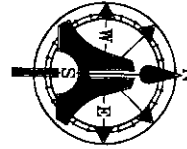
Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 2

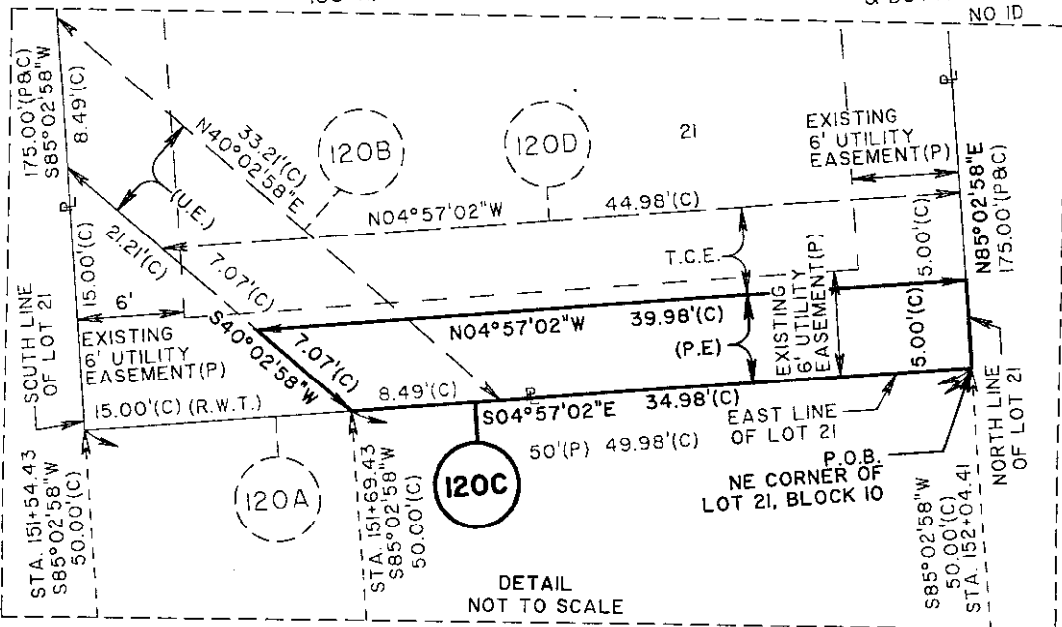
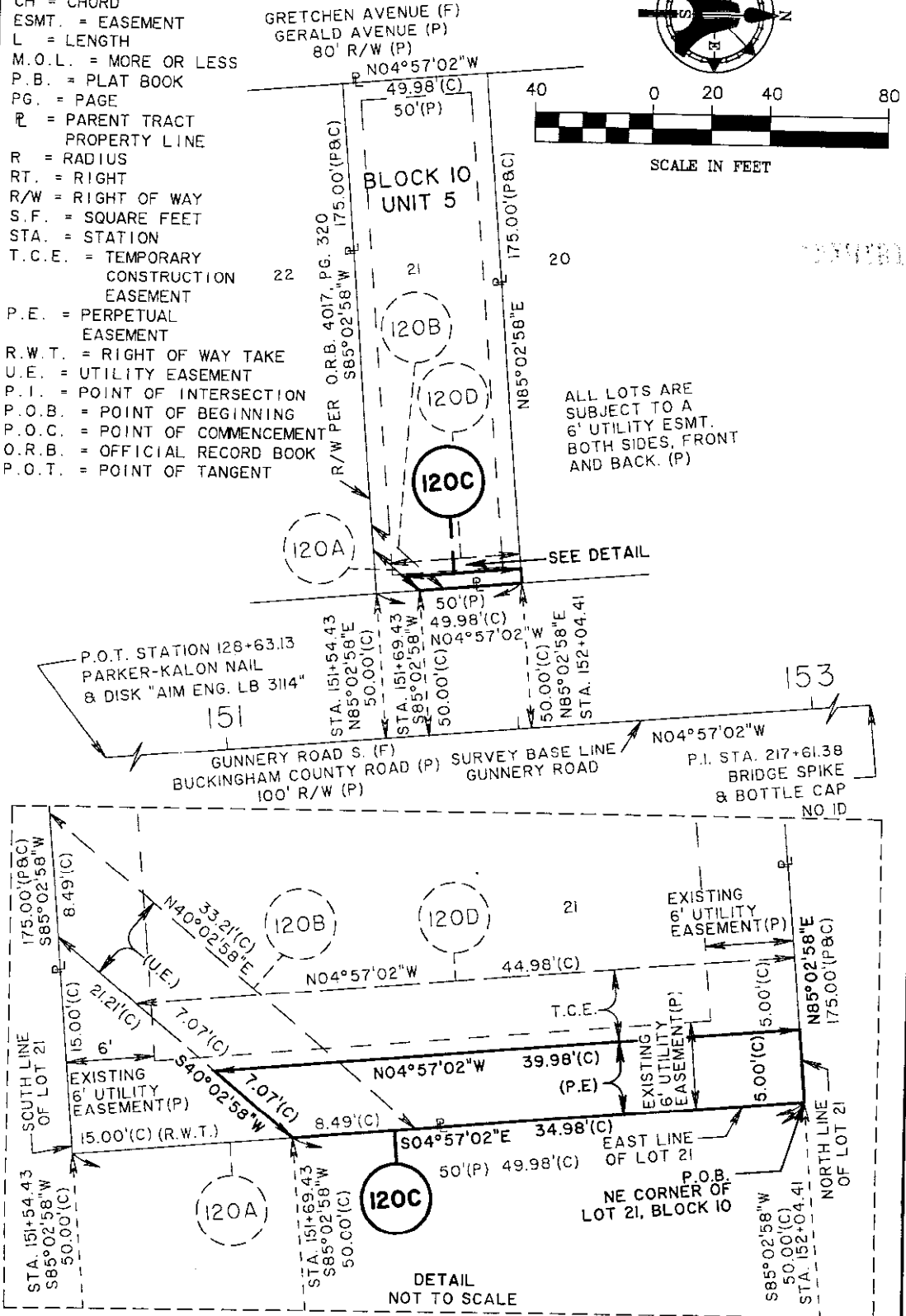
PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 120C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD	FILE: 7504-120C	DATE: 6/23/04	SEC-TWP-RGE: 4-45S-26E	COUNTY: LEE COUNTY
DRAWN BY: LWC	CLIENT: LEE COUNTY				

- 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
 - P = 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.I. = POINT OF INTERSECTION
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - O.R.B. = OFFICIAL RECORD BOOK
 - P.O.T. = POINT OF TANGENT

PARCEL NO. 120C (PERPETUAL EASEMENT)
 PROPERTY OWNER: RAMON R. ORELLANA
 STRAP NO. 04-45-26-05-00010.0210
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.
 AREA OF TAKE: 187 S.F., M.O.L.



SCALE IN FEET



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 120C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TWP-RGE 4-45S-26E
FILE: 7504-120C	COUNTY: LEE COUNTY

Division of County Lands

Updated Ownership and Easement Search


Search No. 04-45-26-05-00010.0210

Date: January 13, 2005

Parcel: 120

Project: Gunnery Road Widening, Project No. 4055

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

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant 

STRAP: 04-45-26-05-00010.0210

Effective Date: December 25, 2004, at 5:00 p.m.

Subject Property: Lot 21, Block 10, Lehigh Estates Unit 5, 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 85, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Roman R. Orellana, a married man, and Elder R. Orellana, a married man, as joint tenants with full rights of survivorship

By that certain instrument dated August 11, 1997, recorded August 26, 1997, in Official Record Book 2860, Page 608, Public Records of Lee County, Florida.

Easements:

1. Subject to a 6 foot Utility Easement, both sides front and back on all lots, as recited on the plat of Unit 5, Lehigh Estates recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.
2. Subject to Sewer and Water Covenants and Restrictions recorded in Official Record Book 10, Page 695 and amended by Official Record Book 41, Page 264, Public Records of Lee County, Florida.
3. Subject to an order extending the boundaries of the East County Water Control District recorded in Official Record Book 67, Page 673, Public Records of Lee County, Florida.
4. Subject to a Declaration of Restrictions recorded in Official Record Book 84, Page 310, Public Records of Lee County, Florida.
5. Subject to an Agreement for Water and Sewer Easements recorded in Official Record Book 327, Page 119, Public Records of Lee County, Florida.
6. Subject to a Declaration of Restrictions recorded in Official Record Book 527, Page 29, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 04-45-26-05-00010.0210

Date: January 13, 2005

Parcel: 120

Project: Gunnery Road Widening, Project No.
4055

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

NOTE(2): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid waste collection, recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

Tax Status: 2004 taxes are 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: 120
Owner Name/Address: Orellana, Ramone, 1541 Gretchen Avenue S
Lee County STRAP Number: 04-45-26-05-00010.0210
Legal Description: Lot 21, Block 10, Unit 5, Lehigh Estates, PB 15, PG 85
History of Ownership: No sale in previous five years
Interest Appraised: Fee Simple (X) Partial (X)
Assessed Value: \$17,060
Effective Date of Appraisal: December 9, 2004
Date of Report: December 13, 2004

Site Data

Parent Parcel - Overall Size: 8,750 square feet
Frontage - Depth: 50' X 175'
Acquisition Type: Fee Take (X) - A 112 square feet
Utility Easement (X) - B
Perpetual Easement (X) - C 187 square feet
Sidewalk ()
Drainage ()
Fill/Slope (X)
Parcel Remainder Size: 8,451 sf unencumbered, 187 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 ()
Used in connection with adjoining property

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 120**

Market Value of Fee Simple Interest in Parent Parcel	x	8,750 sf \$5.75 per sf	\$50,312.50	\$50,312.50
less: Market Value of Remainder				
* 8750 sf - 187 sf proposed easement area and 112 sf fee take area		8451 sf *		
fee value per sf	x	\$5.75 per sf	\$48,593.25	
fee value of remainder				
less: *per county data Utility and Slope Esmt.- B & C		187 sf*		
\$5.75 per sf times .60 (1 - .40 percentage of impact)	x	\$3.450 per sf	\$645.15	
remainder value for land within proposed easement				
Total Market Value of Remainder				<u>\$49,238.40</u>
Market Value of Part Taken				<u>\$ 1,074.10</u>
rounded to				<u>\$1,075.00</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 (\$1,075.00)

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: 128 A, B & C
STRAP No.: 04-45-26-05-00010.0010

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 **Gerald J. Gresser**, whose address is 3065 Savannahs Trail, Merritt Island, FL 32953, 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 299 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 +/-321 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope/restoration easement consisting of 373 square feet, located and described as set forth in Exhibit "C", 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 Three Thousand Five Hundred and no/100 (\$3,500.00), 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 a Slope/Restoration easement (the form of the easement is attached as Exhibit "Y") 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:

Signature of Witness

Gerald J. Gresser (DATE)

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: 128 A, B & C
STRAP No.: 04-45-26-05-00010.0010

SPECIAL CONDITIONS

1. Both parties understand and agree that the "Purchase Price" is for both the fee interest and easements 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 the easement.

WITNESSES:

SELLER:

Gerald J. Gresser (DATE)

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. 128A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: GERALD J. GEESER
 STRAP NO. 04-45-26-05-00010.0010
 AREA OF PARENT TRACT: 12,977 S.F., M.O.L.
 AREA OF TAKE: 299 S.F., M.O.L.

Exhibit "A"

PARCEL 128A
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE BEING A PORTION OF IN LOT I, BLOCK I,
 UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES,
 SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED
 IN PLAT BOOK 15, PAGE 85, OF THE PUBLIC RECORDS, LEE
 COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT I, SAID POINT
 LYING 50.17 FEET S 89°46'18" W OF GUNNERY ROAD SURVEY BASE
 LINE STATION 163+75.51; THENCE S 04°57'02" E, ALONG THE EAST
 LINE OF SAID LOT I, A DISTANCE OF 15.00 FEET; THENCE
 N 70°18'00" W, A DISTANCE OF 43.86 FEET TO THE NORTH LINE
 OF SAID LOT I; THENCE N 89°46'18" E, ALONG SAID NORTH LINE, A
 DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 299 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 128A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/1204	SEC-TWP-RGE 4-45S-26E
FILE: 7504-128A	COUNTY: LEE COUNTY

Lee County
County Lands Division
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.),
Project No. 4055
Parcels: 128B
STRAP No.: 04-45-26-05-00010.0010

EXHIBIT "X"

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20____, between **Gerald J. Gresser**, whose address is 3065 Savannahs Trail, Merritt Island, FL 32953, 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 "A"), 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.

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, **Gerald J. Gresser**, OWNER, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Gerald J. Gresser

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

STATE OF _____)
COUNTY OF _____)

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

20____ by **Gerald J. Gresser**. He is personally known to me or has

produced _____ as identification.
(type of identification)

(Signature of Notary Public)

PARCEL NO. 128B (UTILITY EASEMENT)
 PROPERTY OWNER: GERALD J. GEESER
 STRAP NO. 04-45-26-05-00010.0010
 AREA OF PARENT TRACT: 12,977 S.F., M.O.L.
 AREA OF TAKE: 321 S.F., M.O.L.

Exhibit "B"

PARCEL 128B
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING WITHIN LOT 1, BLOCK 1, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT LYING 50.17 FEET S 89°46'18" W OF GUNNERY ROAD SURVEY BASE LINE STATION 163+75.51; THENCE S 89°46'18" W, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; THENCE S 70°18'00" E, A DISTANCE OF 43.86 FEET TO THE EAST LINE OF SAID LOT 1; THENCE S 04°57'02" E ALONG SAID EAST LINE, A DISTANCE OF 6.60 FEET; THENCE N 70°18'00" W, A DISTANCE OF 63.16 FEET TO THE NORTH LINE OF SAID LOT 1; THENCE N 89°46'18" E, ALONG THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 17.60 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 321 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 314" 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 128B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE 4-45S-26E
FILE: 7504-128B	COUNTY: LEE COUNTY

This instrument prepared by:
Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

EXHIBIT "Y"

Parcel: 128C
Project: Gunnery Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055
STRAP No.: 04-45-26-05-00010.0010

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20___,
Between **Gerald J. Gresser**, whose address is 3065 Savannahs Trail, Merritt Island, FL 32953,
(Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post
Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "C" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. **Except for trees**, these improvements may include the use of foliage.
4. Grantor may not construct or place any structures or foliage, **including trees**, within the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. 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 they are lawfully seized and possessed of the real property described in Exhibit "C", 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 herein stated, and accordingly, Grantor 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.

Slope/Restoration Easement

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

Page 2 of 2

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, **Gerald J. Gresser**, Grantor, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Gerald J. Gresser GRANTOR

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Gerald J. Gresser**. He/she is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

PARCEL NO. 128C (PERPETUAL EASEMENT)
 PROPERTY OWNER: GERALD J. GEESER
 STRAP NO. 04-45-26-05-00010.0010
 AREA OF PARENT TRACT: 12,977 S.F., M.O.L.
 AREA OF TAKE: 373 S.F., M.O.L.

"PROPERTY" C

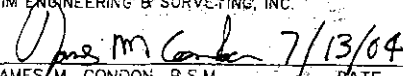
PARCEL 128C
 (PERPETUAL EASEMENT)

A PERPETUAL EASEMENT LYING WITHIN LOT 1, BLOCK 1, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, SAID POINT LYING 50.17 FEET S 89°46'18" W OF GUNNERY ROAD SURVEY BASE LINE STATION 163+75.51; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 1, 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 1, A DISTANCE OF 83.23 FEET TO A POINT OF CURVATURE OF A TANGENT CURVE TO THE RIGHT; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A DELTA OF 32°51'36", A CHORD BEARING OF S 11°28'14" W, A CHORD OF 14.14 FEET AND ARC DISTANCE OF 14.34 FEET TO THE END OF SAID CURVE; THENCE N 04°57'02" W PARALLEL WITH THE EAST LINE OF SAID LOT 1, A DISTANCE OF 98.63 FEET; THENCE S 70°18'00" E, A DISTANCE OF 4.40 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 373 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 10.

PREPARED BY:
 AIM ENGINEERING & SURVEYING, INC.

 JAMES M. CONDON, P.S.M. DATE 7/13/04
 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

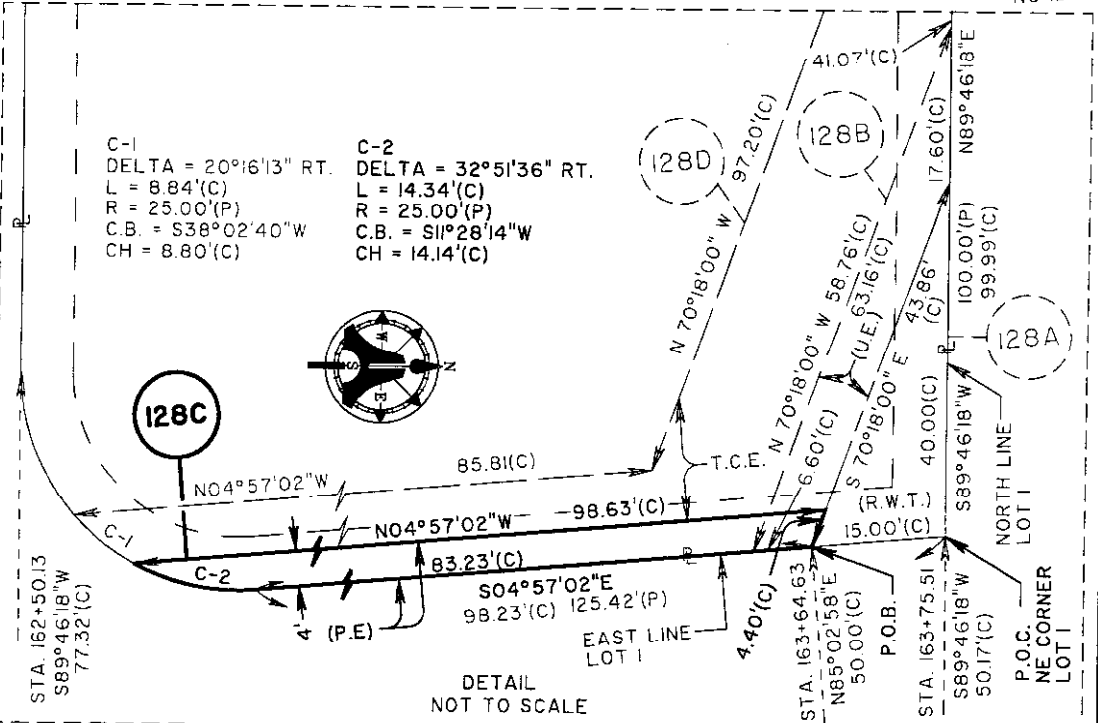
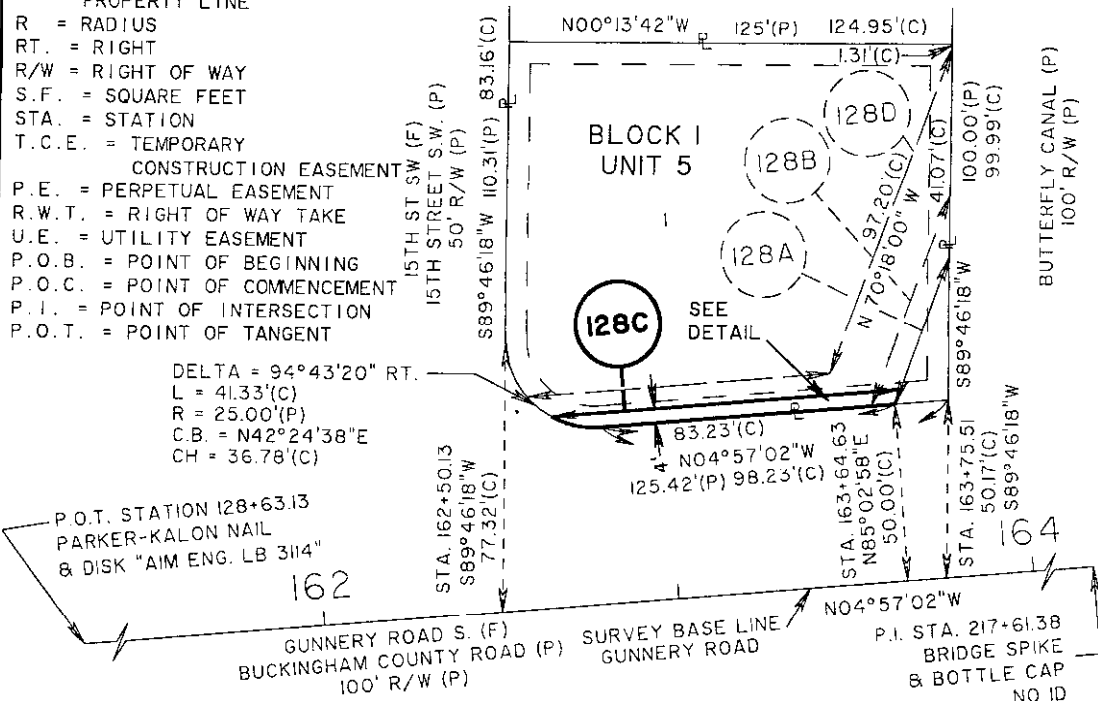
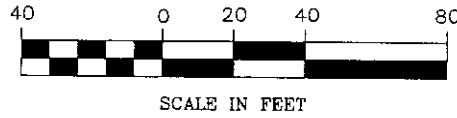
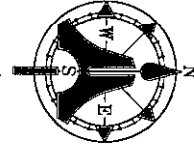
Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 128C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD		
DRAWN BY: LWC	CLIENT: LEE COUNTY		
DATE: 7/12/04	SEC-TWP-RGE 4-45S-26E	FILE: 7504-128C	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
 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.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 P.I. = POINT OF INTERSECTION
 P.O.T. = POINT OF TANGENT

PARCEL NO. 128C (PERPETUAL EASEMENT)
 PROPERTY OWNER: GERALD J. GEESER
 STRAP NO. 04-45-26-05-00010.0010
 AREA OF PARENT TRACT: 12,977 S.F., M.O.L.
 AREA OF TAKE: 373 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 128C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD	DATE: 7/12/04	SEC-TWP-RGE 4-45-26E	FILE: 7504-128C	COUNTY: LEE COUNTY
DRAWN BY: LWC	CLIENT: LEE COUNTY				

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

Search No. 04-45-26-05-00001.0010

Date: January 13, 2005

Parcel: 128

Project: Gunnery Road Widening Project 4055

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

STRAP: 04-45-26-05-00001.0010

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

Subject Property: Lot 1, Block 1, Lehigh Estates Unit 5, 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 85, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Gerald J. Geeser

By that certain instrument dated March 14, 1985, recorded April 5, 1985, in Official Record Book 1776, Page 4394, Public Records of Lee County, Florida.

Easements:

1. Subject to a 6 foot Utility Easement affecting all lots, both sides front and back; as recited on the plat "Unit 5, Lehigh Estates," recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.
2. Subject to Sewer and Water Covenants and Restrictions, recorded in Official Record Book 10, Page 695 and amended by Official Record Book 41, Page 264, Public Records of Lee County, Florida.
3. Subject to Order Extending East County Water District Control Boundaries, recorded in Official Record Book 67, Page 673, Public Records of Lee County, Florida.
4. Subject to a Declaration of Restrictions recorded in Official Record Book 84, Page 310, Public Records of Lee County, Florida.
5. Subject to a Water and Sewer Easement Agreement recorded in Official Record Book 327, Page 119, Public Records of Lee County, Florida.
6. Subject to a Declaration of Restrictions recorded in Official Record Book 527, Page 29, Public Records of Lee County, Florida.

NOTE(1): Subject to Lee County Ordinance No 86-14, relating to garbage and solid waste collection, recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

Tax Status: 2003 taxes are now due and payable.

(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 or warranty as to its accuracy

APPRAISAL REPORT GUNNERY ROAD PROJECT 4055

Parcel Identification

Project Parcel Number: 128
Owner Name/Address: Geeser, Gerald J, 4400-02 15th Street SW (Gunnery Road)
Lee County STRAP Number: 04-45-26-05-00001.0010
Legal Description: Lot 1, Block 1, Unit 5, Lehigh Estates, PB 15, PG 85
History of Ownership: No sale in previous five years
Interest Appraised: **Fee Simple (X)** **Partial (X)**
Assessed Value: \$5,200
Effective Date of Appraisal: December 9, 2004
Date of Report: December 13, 2004

Site Data

Parent Parcel - Overall Size: 13,000 square feet
Frontage - Depth: 83.23' X 110.3' X 125' X 100'
Acquisition Type: **Fee Take (X) - A** 299 square feet
 Utility Easement (X) - B
 Perpetual Easement (X) - C 446 square feet
 Sidewalk ()
 Drainage ()
 Fill/Slope (X)
Parcel Remainder Size: 12,255 sf unencumbered, 446 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: RM-2/Central Urban
Adverse Conditions: None
Supporting Services: Lee County Sheriff and Fire
Miscellaneous: The subject site borders the Butterfly Canal. This take is part of a corner clip for the canal.
Marketing Time: Less than 1 year
Highest and Best Use: Professional Office **Requires Zoning Change (X)**

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)

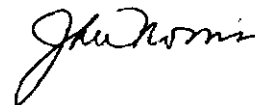
SUMMARY OF ANALYSIS
Gunnery Road Project
Parcel 128

Market Value of Fee Simple Interest in Parent Parcel		13,000 sf	
	x	<u>\$5.25</u> per sf	
		\$68,250.00	\$68,250.00
less: Market Value of Remainder			
* 13000 sf - 446 sf proposed easement area and 299 sf fee take area		12255 sf *	
fee value per sf	x	<u>\$5.25</u> per sf	
fee value of remainder		\$64,338.75	
less: *per county data Utility and Slope Esmt.- B & C			
\$5.75 per sf times \$3.15 (1 - .40 percentage of impact)	x	446 sf*	
remainder value for land within proposed easement		<u>\$3.150</u> per sf	
		\$1,404.90	
Total Market Value of Remainder			<u>\$65,743.65</u>
Market Value of Part Taken			<u>\$ 2,506.35</u>
rounded to			<u>\$2,500.00</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 (\$2,500.00)

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: 137
STRAP No.: 33-44-26-07-00017.0370, .0380, .0390, and .0400

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 **CHARLES D. BIGGERSTAFF and TRACY T. BIGGERSTAFF, husband and wife**, whose address is 3105 5th Street SW, 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 96 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 155 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope/restoration easement consisting of 566 square feet, located and described as set forth in Exhibit "C", 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 Six Hundred dollars and No/100 (\$1,600.00), 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 a slope/restoration easement (the form of the easement is attached as Exhibit "Y") 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:

Signature of Witness

CHARLES D. BIGGERSTAFF (DATE)

Print Name of Witness

Signature of Witness

Print Name of Witness

WITNESSES:

SELLER:

Signature of Witness

TRACY T. BIGGERSTAFF (DATE)

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: 137
STRAP No.: 33-44-26-07-00017.0370, .0380, .0390, and .0400

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:

Signature of Witness

Charles D. Biggerstaff (DATE)

Print Name of Witness

Signature of Witness

Print Name of Witness

Signature of Witness

Tracy T. Biggerstaff (DATE)

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. 137A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: CHARLES D. BIGGERSTAFF AND TRACY T. BIGGERSTAFF
 STRAP NO. 33-44-26-07-00017.0370
 STRAP NO. 33-44-26-07-00017.0380
 STRAP NO. 33-44-26-07-00017.0390
 STRAP NO. 33-44-26-07-00017.0400
 AREA OF PARENT TRACT: 34,986 S.F., M.O.L.
 AREA OF TAKE: 96 S.F., M.O.L.

Exhibit "A"

PARCEL 137A
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE BEING A PORTION OF LOT 40, 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 SOUTHEAST CORNER OF SAID LOT 40, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 172+13.80; THENCE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 40, A DISTANCE OF 15.00 FEET; THENCE N 44°41'05" E, A DISTANCE OF 19.69 FEET TO THE EAST LINE OF SAID LOT 40; THENCE S 04°57'02" E, ALONG SAID EAST LINE OF SAID LOT 40, A DISTANCE OF 12.75 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 96 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 137A 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: 7504-137A	COUNTY: LEE COUNTY

This document prepared by:

Lee County

County Lands Division

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

Parcels: 137

STRAP No.: 33-44-26-07-00017.0370, .0380, .0390, and .0400

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20____, between **CHARLES D. BIGGERSTAFF and TRACY T. BIGGERSTAFF, husband and wife**, Owner, whose address is 3105 5th Street SW, 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, Charles D. Biggerstaff and Tracy T. Biggerstaff, husband and wife, 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

Charles D. Biggerstaff Grantor

Printed name of 1st Witness

2nd WITNESS Signature

Printed name of 2nd Witness

1st WITNESS Signature

Tracy T. Biggerstaff Grantor

Printed name of 1st Witness

2nd WITNESS Signature

Printed name of 2nd Witness

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Charles D. Biggerstaff**_____. He/she is personally known to me or who has produced _____ as identification.
(name of person acknowledged)
(type of identification)

(Signature of Notary Public)

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

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Tracy T. Biggerstaff**_____. He/she is personally known to me or who has produced _____ as identification.
(name of person acknowledged)
(type of identification)

(Signature of Notary Public)

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

PARCEL NO. 137B (UTILITY EASEMENT)
 PROPERTY OWNER: CHARLES D. BIGGERSTAFF AND TRACY T. BIGGERSTAFF
 STRAP NO. 33-44-26-07-00017.0370
 STRAP NO. 33-44-26-07-00017.0380
 STRAP NO. 33-44-26-07-00017.0390
 STRAP NO. 33-44-26-07-00017.0400
 AREA OF PARENT TRACT: 34,986 S.F., M.O.L.
 AREA OF TAKE: 155 S.F., M.O.L.

Exhibit "B"

PARCEL 137B
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING WITHIN LOT 40, 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 SOUTHEAST CORNER OF SAID LOT 40, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 172+13.80; THENCE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 40, 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 40, A DISTANCE OF 9.26 FEET; THENCE N 44°41'05" E, A DISTANCE OF 31.85 FEET TO THE EAST LINE OF SAID LOT 40; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 40, A DISTANCE OF 7.87 FEET; THENCE S 44°41'05" W, A DISTANCE OF 19.69 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 155 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 10.

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 137B 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: 7504-137B	COUNTY: LEE COUNTY

This instrument prepared by:
Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

EXHIBIT "Y"

Parcel: 137C
Project: Gunnery Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055
STRAP No.: 33-44-26-07-00017.0370, .0380, .0390 and .0400

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
Between **CHARLES D. BIGGERSTAFF and TRACY T. BIGGERSTAFF, husband and wife**, whose
address is 3105 5th Street SW, Lehigh Acres, FL 33971, (Grantor), and LEE COUNTY, a political
subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida
33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "C" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. **Except for trees**, these improvements may include the use of foliage.
4. Grantor may not construct or place any structures or foliage, **including trees**, within the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. 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 they are lawfully seized and possessed of the real property described in Exhibit "C", 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 herein stated, and accordingly, Grantor 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.

Slope/Restoration Easement

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

Page 2 of 3

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, Charles D. Biggerstaff and Tracy T. Biggerstaff, husband and wife, Grantor, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Charles D. Biggerstaff GRANTOR

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Tracy T. Biggerstaff GRANTOR

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

Slope/Restoration Easement

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

Page 3 of 3

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Charles D. Biggerstaff**. He/she is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Tracy T. Biggerstaff**. He/she is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

PARCEL NO. 137C (PERPETUAL EASEMENT)
 PROPERTY OWNER: CHARLES D. BIGGERSTAFF AND TRACY T. BIGGERSTAFF
 STRAP NO. 33-44-26-07-00017.0370
 STRAP NO. 33-44-26-07-00017.0380
 STRAP NO. 33-44-26-07-00017.0390
 STRAP NO. 33-44-26-07-00017.0400
 AREA OF PARENT TRACT: 34,986 S.F., M.O.L.
 AREA OF TAKE: 566 S.F., M.O.L.

EXHIBIT C

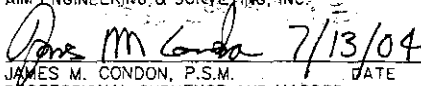
PARCEL 137C
 (PERPETUAL EASEMENT)

A PERPETUAL EASEMENT LYING WITHIN LOTS 37, 38, 39 AND 40, 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 37, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 174+13.73; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOTS 37, 38, 39 AND 40, A DISTANCE OF 187.17 FEET; THENCE S 44°41'05" W, A DISTANCE OF 3.94 FEET; THENCE N 04°57'02" W, PARALLEL WITH THE EAST LINE OF SAID LOTS 37, 38, 39 AND 40, A DISTANCE OF 189.72 FEET TO THE NORTH LINE OF SAID LOT 37; THENCE N 85°02'58" E, ALONG SAID NORTH LINE OF LOT 37, A DISTANCE OF 3.00 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 566 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, P.S.M. DATE 7/13/04
 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.

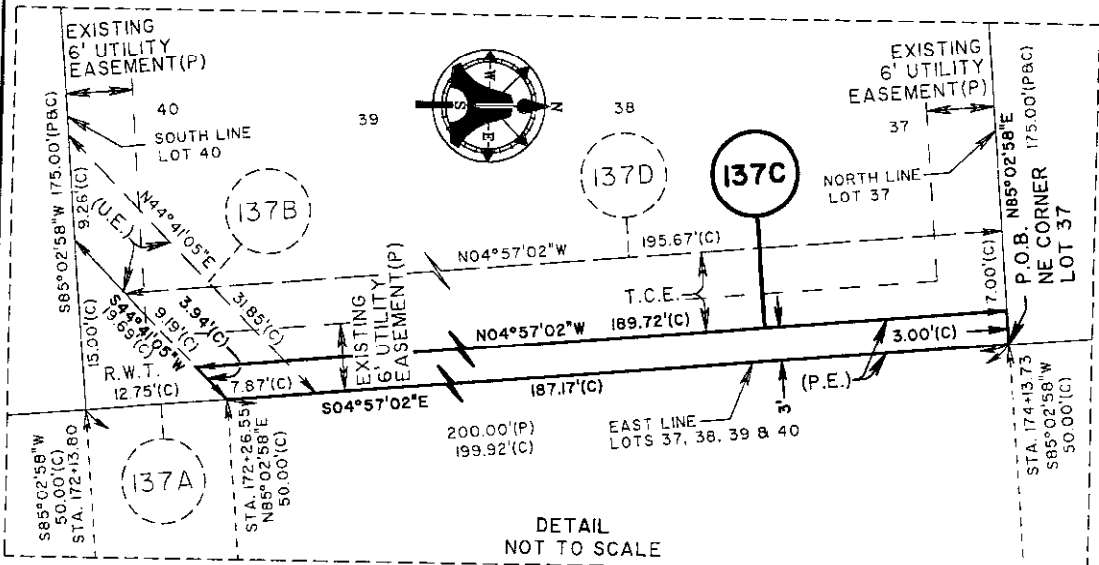
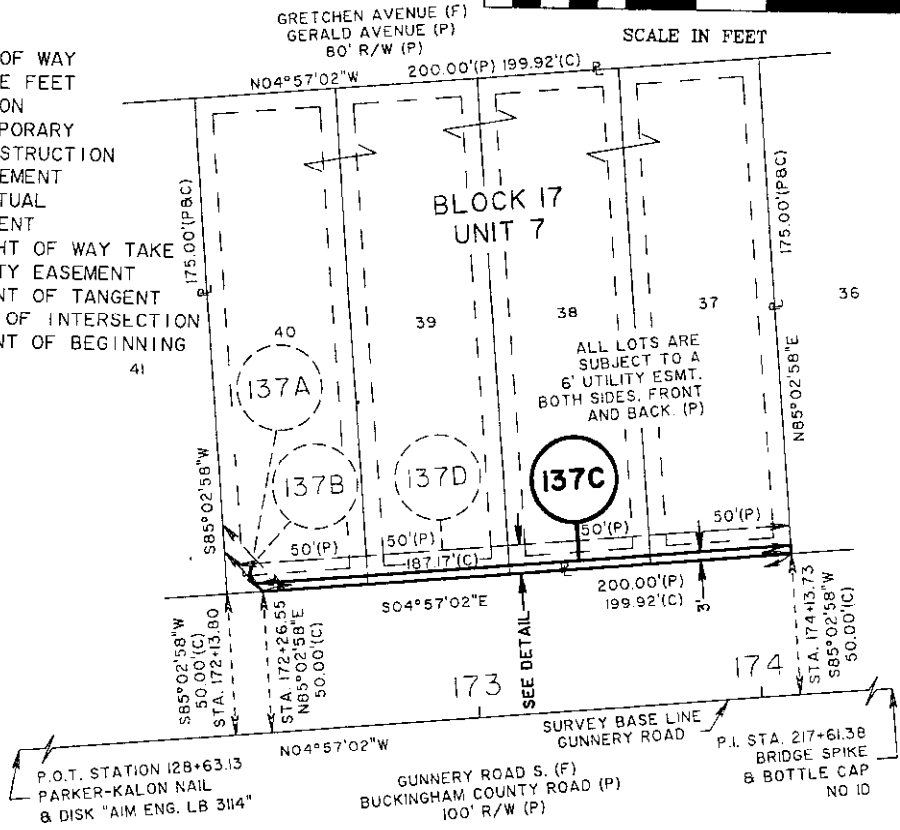
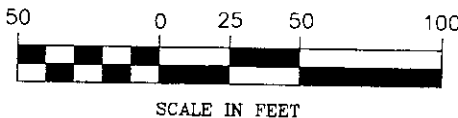
AIM Engineering & Surveying, Inc.

 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 137C 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: 7504-137C	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
 - \overline{P} = 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

PARCEL NO. 137C (PERPETUAL EASEMENT)
 PROPERTY OWNER: CHARLES D. BIGGERSTAFF AND TRACY T. BIGGERSTAFF
 STRAP NO. 33-44-26-07-00017.0370
 STRAP NO. 33-44-26-07-00017.0380
 STRAP NO. 33-44-26-07-00017.0390
 STRAP NO. 33-44-26-07-00017.0400
 AREA OF PARENT TRACT: 34,986 S.F., M.O.L.
 AREA OF TAKE: 566.F., M.O.L.



AIM Engineering & Surveying, Inc.
 5300 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 239/332-4569
 FX:239/332-6734
 Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 2 OF 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 137C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD	CLIENT: LEE COUNTY	DATE: 7/12/04	SEC-TWP-RGE: 33-44S-26E	FILE: 7504-137C	COUNTY: LEE COUNTY
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Division of County Lands**Updated Ownership and Easement Search**

Search No. 33-44-26-07-00017.0370
 Date: February 7, 2005
 Parcel: 137
 Project: Gunnery Road Widening Project 4055

2005
 STRAP
 12/06

To: Michael J. O'Hare, SRWA
 Property Acquisition Agent

From: Shelia A. Bedwell, CLS
 Property Acquisition Assistant

STRAP: 33-44-26-07-00017.0370

Effective Date: January 24, 2005, at 5:00 p.m.

Subject Property: Lots 37 through 40, Block 17, Lehigh Estates Unit 7, Section 33, Township 46 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:

Charles D. Biggerstaff and Tracy T. Biggerstaff also known as Tracy Biggerstaff, husband and wife.

By that certain instrument dated May 7, 1999, recorded July 2, 1999, in Official Record Book 3140, Page 3751; that certain instrument dated December 6, 1996, recorded December 10, 1996, in Official Record Book 2771, Page 981; and that certain instrument dated September 17, 2003, recorded September 30, 2003 in Official Record Book 4076, Page 4578, 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.
2. Resolution 04-04-51 for Petition to Vacate the 12-foot easements between Lots 37 and 38, Lots 38 and 39, and Lots 39 and 40, recorded in Official Record Book 4283, Page 572, Public Records of Lee County, Florida.

NOTE(1): Notice of Commencement dated August 25, 2004, recorded August 25, 2004, in Official Record Book 4407, Page 1720, Public Records of Lee County, Florida.

NOTE(2): Mortgage executed by Charles D. Biggerstaff and Tracy Biggerstaff, husband and wife, in favor of Wachovia Bank, National Association, dated August 23, 2004, recorded September 1, 2004, in Official Record Book 4415, Page 2828, Public Records of Lee County, Florida.

NOTE(3): Mortgage executed by Charles D. Biggerstaff and Tracy Biggerstaff, husband and wife, in favor of Wachovia Bank, National Association, dated August 23, 2004, recorded September 1, 2004, in Official Record Book 4415, Page 2839 Public Records of Lee County, Florida.

NOTE(4): Notice of Commencement dated August 31, 2004, recorded September 1, 2004 in Official Record Book 4416, Page 846, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 33-44-26-07-00017.0370

Date: February 7, 2005

Parcel: 137

Project: Gunnery Road Widening Project 4055

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: 137
Owner Name/Address: Biggerstaff, Charles D & Tracey, 1121 Gretchen Avenue
Lee County STRAP Number: 33-44-26-07-00017.0370-.0400
Legal Description: Lots 37-40, Block 17, Unit 7, Lehigh Estates, PB 15, PG 87
History of Ownership: September 2003, \$18,000
Interest Appraised: Fee Simple (X) Partial (X)
Assessed Value: \$68,250
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 96 square feet
Utility Easement (X) - B
Perpetual Easement (X) - C 166 square feet
Sidewalk ()
Drainage ()
Fill/Slope (X)
Parcel Remainder Size: 34,738 sf unencumbered, 166 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, Building currently under construction

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 137

Market Value of Fee Simple Interest in Parent Parcel	x	35,000 sf \$5.75 per sf	\$201,250.00	\$201,250.00
less: Market Value of Remainder				
* 35000 sf - 166 sf proposed easement area and 96 sf fee take area fee value per sf	x	34738 sf * \$5.75 per sf	\$199,743.50	
less: *per county data Utility and Slope Esmt. - B & C \$5.75 per sf times .60 (1 - .40 percentage of impact) remainder value for land within proposed easement	x	166 sf* \$3.450 per sf	\$572.70	
Total Market Value of Remainder				<u>\$200,316.20</u>
Market Value of Part Taken				<u>\$ 933.80</u>
rounded to				<u>\$935.00</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 (\$935.00)

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: 190 A, B & C
STRAP No.: 28-44-26-06-00063.0100

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 **JAMES G. FORTANA and PATTY M. FOTANA**, as Co-Trustees of that certain Living Trust, dated the 17th day of October, 1991, whose address is 11701 Larson Dr., Unit 1, Lehigh Acres, FL 33936, 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 170 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive Slope/Restoration easement consisting of 200 square feet, located and described as set forth in Exhibit "C", 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 Seven Hundred Fifty dollars and No/100 (\$1,750.00), 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 a Slope/Restoration easement (the form of the easement is attached as Exhibit "Y") 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:

Signature of Witness

JAMES G. FORTANA as Co-Trustee

Print Name of Witness

Signature of Witness

Print Name of Witness

WITNESSES:

SELLER:

Signature of Witness

PATTY M. FORTANA, as Co-Trustee

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: 190 A, B & C
STRAP No.: 28-44-26-06-00063.0100

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:

Signature of Witness

James G. Fortana, as Co-Trustee

Print Name of Witness

Signature of Witness

Print Name of Witness

Signature of Witness

Patty M. Fortana, as Co-Trustee

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. 190A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: JAMES G. FORTANA AND PATTY M. FORTANA (TRUSTEES)
 STRAP NO. 28-44-26-06-00063.0100
 AREA OF PARENT TRACT: 11,203 S.F., M.O.L.
 AREA OF TAKE: 112 S.F., M.O.L.

Exhibit "A"

PARCEL 190A
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE BEING A PORTION OF LOT 10, BLOCK 63,
 UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES,
 SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED
 IN PLAT BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE
 COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 10, SAID
 POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY
 BASE LINE STATION 223+29.11; THENCE S 04°58'16" E, ALONG THE
 EAST LINE OF SAID LOT 10, A DISTANCE OF 15.00 FEET; THENCE
 N 47°52'47" W, A DISTANCE OF 21.97 FEET TO THE NORTH LINE OF
 SAID LOT 10; THENCE N 89°12'42" E, ALONG THE NORTH LINE OF
 SAID LOT 10, 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°58'16" W
 FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE
 CAP NO ID. TO P.I. STATION 230+28.50 BEING A PARKER-KALON
 NAIL AND DISK "L.S. 2995"

PREPARED BY:
 AIM ENGINEERING & SURVEYING, INC.

James M. Condon 7/16/04
 JAMES M. CONDON, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 8874

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

AIM Engineering & Surveying, Inc.

7/16/04 REVISED SHEET NO.

THIS IS NOT A SURVEY SHEET 1 OF 2



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

Licensed Business Number 3114

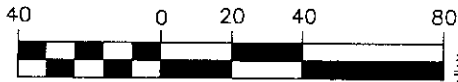
PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 190A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE 28-44S-26E
FILE: 7504-190A	COUNTY: LEE COUNTY

Exhibit "A"

- 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
 - P.L. = 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

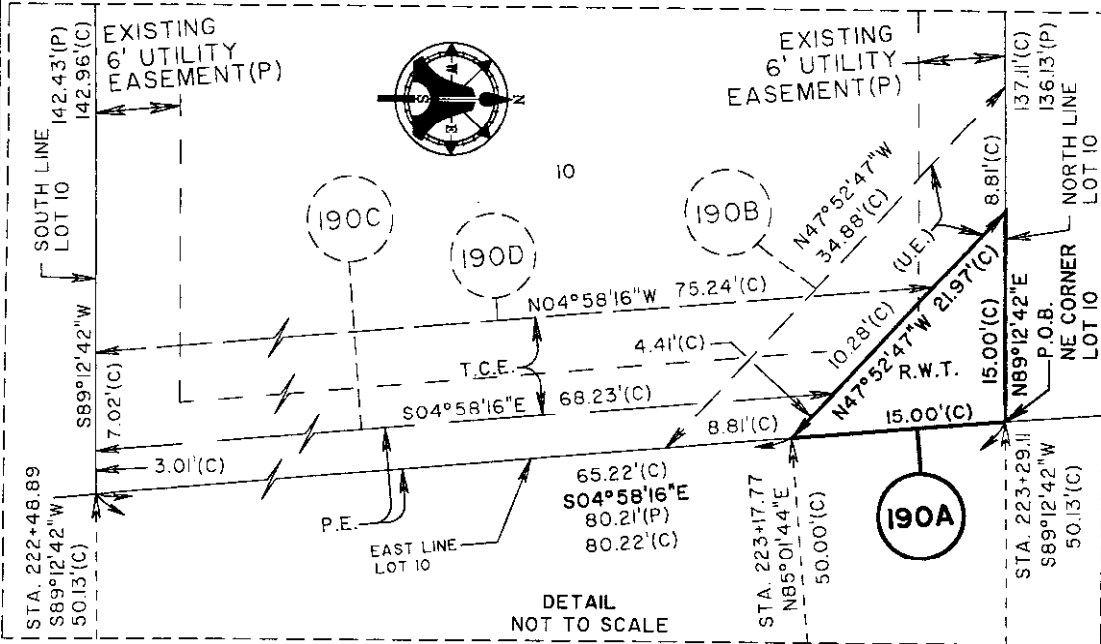
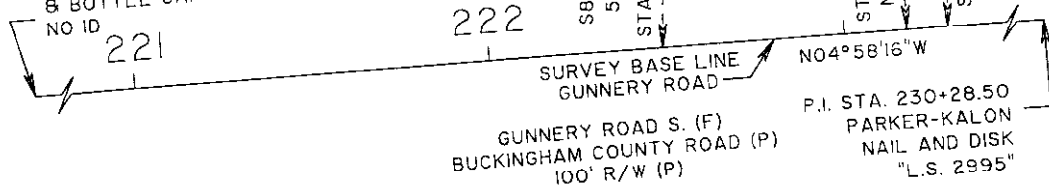
PARCEL NO. 190A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: JAMES G. FORTANA AND PATTY M. FORTANA (TRUSTEES)
 STRAP NO. 28-44-26-06-00063.0100
 AREA OF PARENT TRACT: 11,203 S.F., M.O.L.
 AREA OF TAKE: 112 S.F., M.O.L.

ALL LOTS ARE
 SUBJECT TO A
 6' UTILITY ESMT.
 BOTH SIDES, FRONT
 AND BACK. (P)



P.I. STA. 217+61.38
 BRIDGE SPIKE
 & BOTTLE CAP
 NO ID

SCALE IN FEET



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 190A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE 28-44S-26E
FILE: 7504-190A	COUNTY: LEE COUNTY

This Instrument Prepared by:

COUNTY LANDS DIVISION

P.O. Box 398

Fort Myers, FL 33902-0398

Parcel: 190 A B & C

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

STRAP No.: 28-44-26-06-00063.0100

EXHIBIT "X"

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20____, between **JAMES G. FORTANA and PATTY M. FORTANA, as Co-Trustees of that certain Living Trust, dated the 17th day of October, 1991**, Owner, whose address is 11701 Larson Dr., Unit 1, Lehigh Acres, FL 33936, 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, JAMES G. FORTANA and PATTY M. FORTANA, as Co-Trustees of that certain Living Trust, dated the 17th day of October, 1991, 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

James G. Fortana, as Co-Trustee

Printed name of 1st Witness

2nd WITNESS Signature

Printed name of 2nd Witness

1st WITNESS Signature

Patty M. Fortana, as Co-Trustee

Printed name of 1st Witness

2nd WITNESS Signature

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 James G. Fortana. He/she is personally known to me or who has produced _____ as identification.
(name of person acknowledged)
(type of identification)

(Signature of Notary Public)

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

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Patty M. Fortana. He/she is personally known to me or who has produced _____ as identification.
(name of person acknowledged)
(type of identification)

(Signature of Notary Public)

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

PARCEL NO. 190B (UTILITY EASEMENT)
 PROPERTY OWNER: JAMES G. FORTANA AND PATTY M. FORTANA (TRUSTEES)
 STRAP NO. 28-44-26-06-00063.0100
 AREA OF PARENT TRACT: 11,203 S.F., M.O.L.
 AREA OF TAKE: 170 S.F., M.O.L.

Exhibit "B"

PARCEL 190B
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING IN LOT 10, BLOCK 63, UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 78, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 10, SAID POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY BASE LINE STATION 223+29.11; THENCE S 04°58'16" E, ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 04°58'16" E, ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 8.81 FEET; THENCE N 47°52'47" W, A DISTANCE OF 34.88 FEET TO THE NORTH LINE OF SAID LOT 10; THENCE S 89°12'42" W, ALONG THE NORTH LINE OF SAID LOT 10, A DISTANCE OF 8.81 FEET; THENCE S 47°52'47" E, A DISTANCE OF 21.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 170 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°58'16" W FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO 10, TO P.I. STATION 230+28.50 BEING A PARKER-KALON NAIL AND DISK "L.S. 2995"

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 7/16/04
 JAMES M. CONDON, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6074

AIM Engineering & Surveying, Inc.

7/16/04 REVISED SHEET NO.

THIS IS NOT A SURVEY SHEET 1 OF 2



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

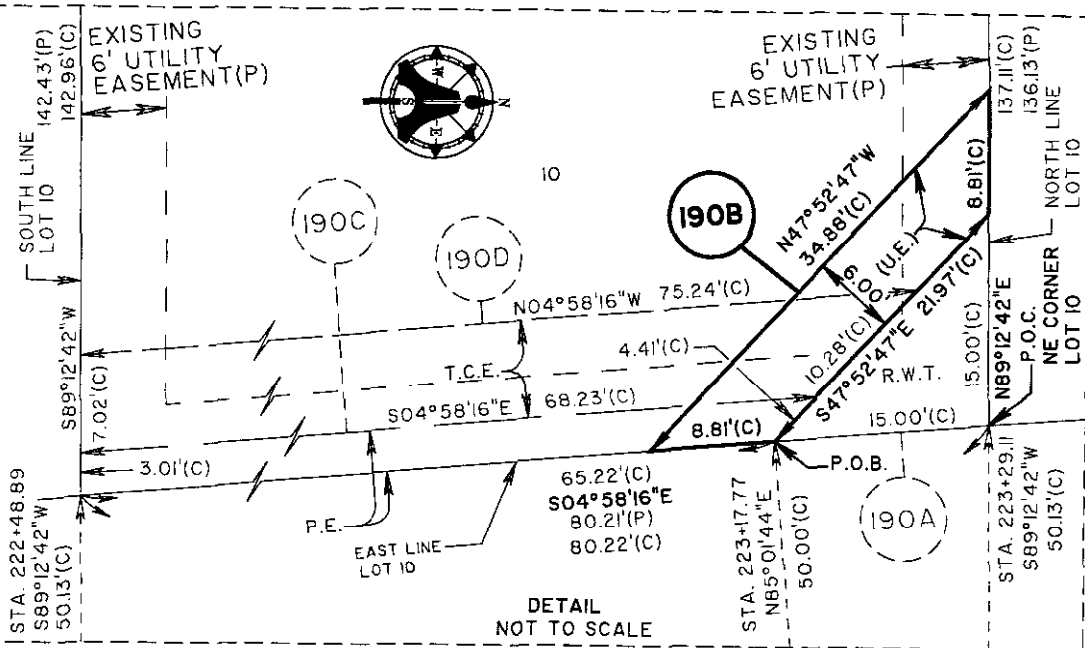
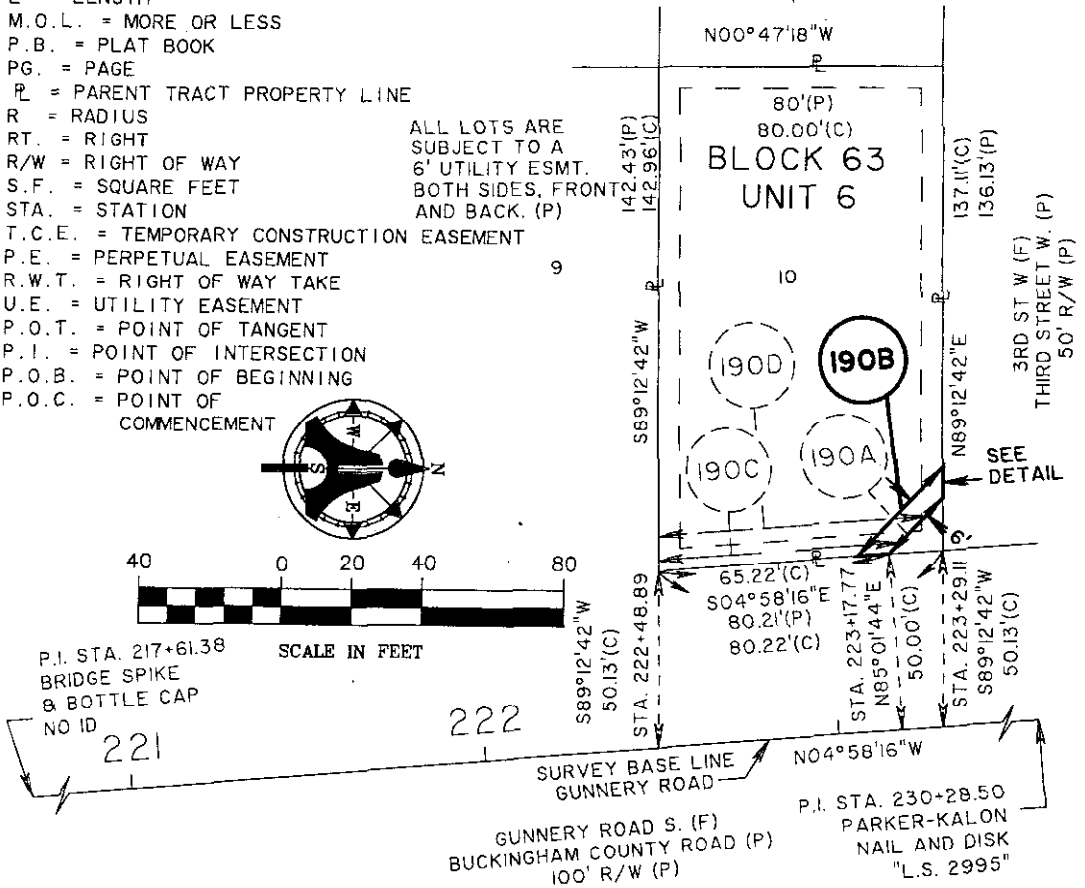
Licensed Business Number 3114

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 190B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RQE: 28-44S-26E
FILE: 7504-190B	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. 190B (UTILITY EASEMENT)
 PROPERTY OWNER: JAMES G. FORTANA AND PATTY M. FORTANA (TRUSTEES)
 STRAP NO. 28-44-26-06-00063.0100
 AREA OF PARENT TRACT: 11,203 S.F., M.O.L.
 AREA OF TAKE: 170 S.F., M.O.L.

Exhibit "B"



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 190B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-190B	COUNTY: LEE COUNTY

This instrument prepared by:
Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

EXHIBIT "Y"

Parcel: 190 A, B & C
Project: Gunnery Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055
STRAP No.: 28-44-26-06-00063.0100

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
Between **JAMES G. FORTANA and PATTY M. FORTANA, as Co-Trustees of that certain Living Trust, dated the 17th day of October, 1991**, whose address is 11701 Larson Dr., Unit 1, Lehigh Acres, FL 33936, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "C" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. **Except for trees**, these improvements may include the use of foliage.
4. Grantor may not construct or place any structures or foliage, **including trees**, within the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its successors or assigns.
6. 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 they are lawfully seized and possessed of the real property described in Exhibit "C", 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 herein stated, and accordingly, Grantor 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.

Slope/Restoration Easement

Project: Gunner Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055

Page 2 of 3

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, **JAMES G. FORTANA and PATTY M. FORTANA, as Co-Trustees of that certain Living Trust, dated the 17th day of October, 1991**, Grantor, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

James G. Fortana, as Co-Trustee

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Patty M. Fortana, as Co-Trustee

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

Slope/Restoration Easement

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

Page 3 of 3

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____,
20___, by **James G. Fortana**. He/she is personally known to me or who has produced
_____ as identification.

(Signature of Notary Public)

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

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____,
20___, by **Patty M. Fortana**. He/she is personally known to me or who has produced
_____ as identification.

(Signature of Notary Public)

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

PARCEL NO. 190C (PERPETUAL EASEMENT)
 PROPERTY OWNER: JAMES G. FORTANA AND PATTY M. FORTANA (TRUSTEES)
 STRAP NO. 28-44-26-06-00063.0100
 AREA OF PARENT TRACT: 11,203 S.F., M.O.L.
 AREA OF TAKE: 200 S.F., M.O.L.

"EXHIBIT" C

PARCEL 190C
 (PERPETUAL EASEMENT)

A PERPETUAL EASEMENT LYING IN LOT 10, BLOCK 63, UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 10, SAID POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY BASE LINE STATION 222+48.89; THENCE S 89°12'42" W, ALONG THE SOUTH LINE OF SAID LOT 10, A DISTANCE OF 3.01 FEET; THENCE N 04°58'16" W, PARALLEL WITH THE EAST LINE OF SAID LOT 10, A DISTANCE OF 68.23 FEET; THENCE S 47°52'47" E, A DISTANCE OF 4.41 FEET TO THE EAST LINE OF SAID LOT 10; THENCE S 04°58'16" E, ALONG THE EAST LINE OF SAID LOT 10, A DISTANCE OF 65.22 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 200 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°58'16" W FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID. TO P.I. STATION 230+28.50 BEING A PARKER-KALON NAIL AND DISK "L.S. 2995"

PREPARED BY:
 AIM ENGINEERING & SURVEYING, INC.
James M. Condon 7/16/04
 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.

7/16/04 REVISED SHEET NO.



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 190C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-190C	COUNTY: LEE COUNTY

Division of County Lands

Updated Ownership and Easement Search

Search No. 28-44-26-06-00063.0100

Date: January 20, 2005

Parcel: 190

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: 28-44-26-06-00063.0100

Effective Date: January 4, 2004, at 5:00 p.m.

Subject Property: Lot 10, Block 63, Unit 6, Section 28, 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 78, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***James G. Fortana and Patty M. Fortana, as Co-Trustees of
that certain Living Trust, dated the 17th day of October, 1991***

By that certain instrument dated September 30, 1992, recorded December 30, 1992, in Official Record Book 2351, Page 2554, Public Records of Lee County, Florida.

Easements:

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

NOTE (1): Declaration of Restrictions recorded in Official Record Book 527, Page 29, 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: 190
Owner Name/Address: Fortana, James G & Patty M, Co-Trustees,
209 Gunnery Road N
Lee County STRAP Number: 28-44-26-06-00063.0100
Legal Description: Lot 10, Block 63, Unit 6, Lehigh Acres, PB 15, PG 78
History of Ownership: No sale in previous five years
Interest Appraised: Fee Simple (X) Partial (X)
Assessed Value: \$5,400
Effective Date of Appraisal: December 9, 2004
Date of Report: December 13, 2004

Site Data

Parent Parcel - Overall Size: 11,040 square feet
Frontage - Depth: 80.22' X 142.96' X 80' X 137.11' +/-
Acquisition Type: Fee Take (X) - A 112 square feet
Utility Easement (X) - B
Perpetual Easement (X) - C 200 square feet
Sidewalk ()
Drainage ()
Fill/Slope (X)
Parcel Remainder Size: 10,728 sf unencumbered, 200 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: RM-2/Central Urban
Adverse Conditions: None
Supporting Services: Lee County Sheriff and Fire
Miscellaneous: None
Marketing Time: Less than 1 year
Highest and Best Use: Professional Office Requires Zoning Change (X)

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 190**

Market Value of Fee Simple Interest in Parent Parcel	x	11,040 sf \$5.25 per sf	\$57,960.00	\$57,960.00
less: Market Value of Remainder *11040 sf - 200 sf proposed easement area and 112 sf fee take area fee value per sf fee value of remainder	x	10728 sf * \$5.25 per sf	\$56,322.00	
less: *per county data Utility and Slope Esmt.- B & C \$5.25 per sf times .60 (1 - .40 percentage of impact) remainder value for land within proposed easement	x	200 sf* \$3.150 per sf	\$630.00	
Total Market Value of Remainder				<u>\$56,952.00</u>
Market Value of Part Taken				<u>\$ 1,008.00</u>
rounded to				<u>\$1,000.00</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 (\$1,000.00)

**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: 191 A, B, & C
STRAP No.: 28-44-26-06-00059.0060

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 **FRED ELLIOTT and LISA ELLIOTT, husband and wife**, whose address is PO Box 1434, Lehigh Acres, FL 33970, 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 156 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope/restoration easement consisting of 494 square feet, located and described as set forth in Exhibit "c", 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 Two Thousand Five Hundred dollars and No/100 (\$2,500.00), 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 Slope/Restoration easement (the form of the easement is attached as Exhibit "X"), and a public utility easement (the form of the easement is attached as Exhibit "Y") 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:

Signature of Witness

Fred Elliott (DATE)

Print Name of Witness

Signature of Witness

Print Name of Witness

WITNESSES:

SELLER:

Signature of Witness

Lisa Elliott (DATE)

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: 191 A, B & C
STRAP No.: 28-44-26-06-00059.0060

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 the public utility and slope/restoration easements.

WITNESSES:

SELLER:

Signature of Witness

Fred Elliott

Print Name of Witness

Signature of Witness

Print Name of Witness

Signature of Witness

Lisa Elliott

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. 191A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: FRED ELLIOTT AND LISA ELLIOTT
 STRAP NO. 28-44-26-06-00059.0060
 AREA OF PARENT TRACT: 16,132 S.F., M.O.L.
 AREA OF TAKE: 112 S.F., M.O.L.

Exhibit "A"

PARCEL 191A
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE BEING A PORTION OF LOT 6, BLOCK 59,
 UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES,
 SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED
 IN PLAT BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE
 COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID
 POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY
 BASE LINE STATION 223+79.25; THENCE S 89°12'42" W, ALONG THE
 SOUTH LINE OF SAID LOT 6, A DISTANCE OF 15.00 FEET; THENCE
 N 42°07'13" E, A DISTANCE OF 20.42 FEET TO THE EAST LINE OF
 SAID LOT 6; THENCE S 04°58'16" E, ALONG THE EAST LINE OF
 SAID LOT 6, 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°58'16" W
 FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE
 CAP NO ID. TO P.I. STATION 230+28.50 BEING A PARKER-KALON
 NAIL AND DISK "L.S. 2995"

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 7/16/04
 JAMES M. CONDON, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6074

AIM Engineering & Surveying, Inc.

7/16/04 REVISED SHEET NO.

THIS IS NOT A SURVEY SHEET 1 OF 2

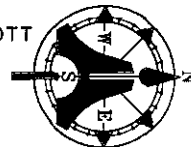


5300 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 239/332-4569
 FX:239/332-8734

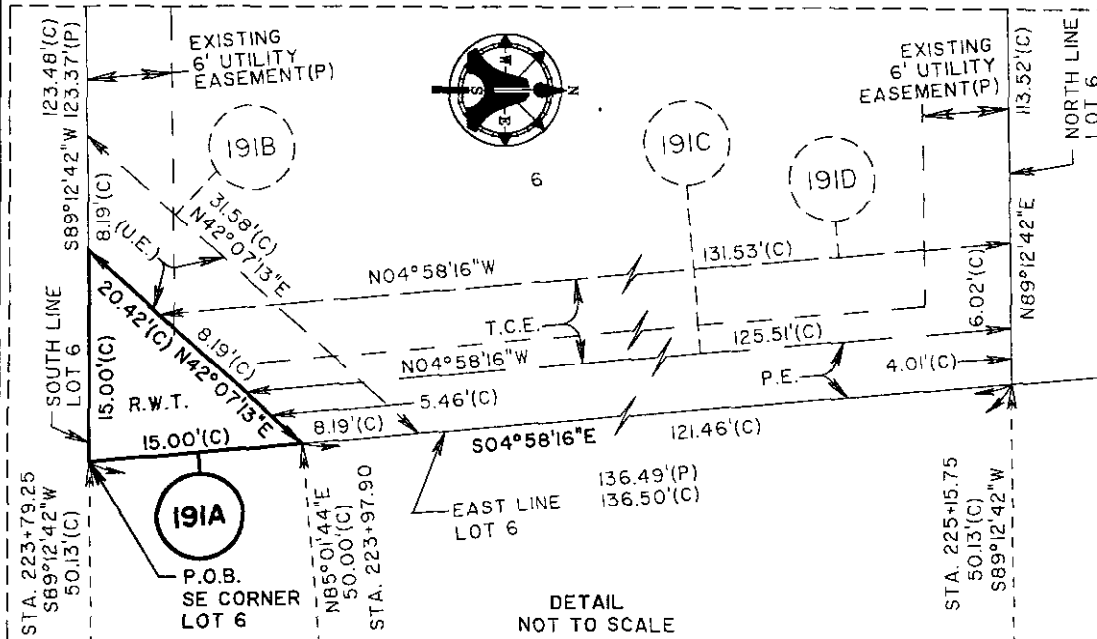
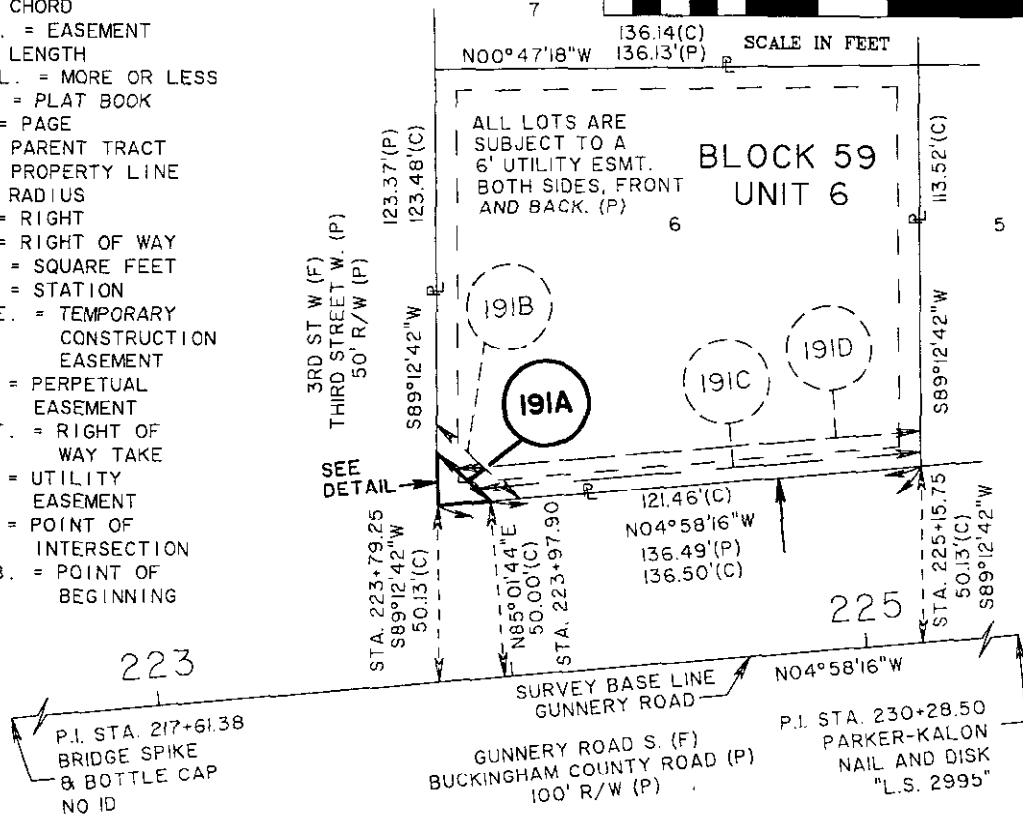
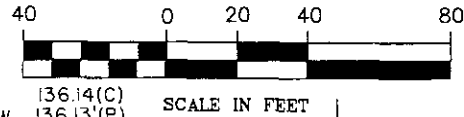
Licensed Business Number 3114

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 191A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-191A	COUNTY: LEE COUNTY

PARCEL NO. 191A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: FRED ELLIOTT AND LISA ELLIOTT
 STRAP NO. 28-44-26-06-00059.0060
 AREA OF PARENT TRACT: 16,132 S.F., M.O.L.
 AREA OF TAKE: 112 S.F., M.O.L.



- 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.I. = POINT OF INTERSECTION
 - P.O.B. = POINT OF BEGINNING



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 191A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-191A	COUNTY: LEE COUNTY

This document prepared by:

Lee County

County Lands Division

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

Parcels: 191 B

STRAP No.: 28-44-26-06-00059.0060

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20____, between **FRED ELLIOTT and LISA ELLIOTT, husband and wife**, Owner, whose address is PO Box 1434, Lehigh Acres, FL 33970, 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.

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, FRED ELLIOTT and LISA ELLIOTT, husband and wife, 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

FRED ELLIOTT Grantor

Printed name of 1st Witness

2nd WITNESS Signature

Printed name of 2nd Witness

1st WITNESS Signature

LISA ELLIOTT Grantor

Printed name of 1st Witness

2nd WITNESS Signature

Printed name of 2nd Witness

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Fred Elliott. He/she is (name of person acknowledged) personally known to me or who has produced _____ (type of identification) as identification.

(Signature of Notary Public)

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

STATE OF _____)
)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by Lisa Elliott. He/she is (name of person acknowledged) personally known to me or who has produced _____ (type of identification) as identification.

(Signature of Notary Public)

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

PARCEL NO. 191B (UTILITY EASEMENT)
 PROPERTY OWNER: FRED ELLIOTT AND LISA ELLIOTT
 STRAP NO. 28-44-26-06-00059.0060
 AREA OF PARENT TRACT: 16,132 S.F., M.O.L.
 AREA OF TAKE: 156 S.F., M.O.L.

Exhibit "B"

PARCEL 191B
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING IN LOT 6, BLOCK 59, UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY BASE LINE STATION 223+79.25; THENCE S 89°12'42" W, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°12'42" W, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 8.19 FEET; THENCE N 42°07'13" E, A DISTANCE OF 31.58 FEET TO THE EAST LINE OF SAID LOT 6; THENCE S 04°58'16" E, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 8.19 FEET; THENCE S 42°07'13" W, A DISTANCE OF 20.42 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 156 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°58'16" W FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID. TO P.I. STATION 230+28.50 BEING A PARKER-KALON NAIL AND DISK "L.S. 2995"

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 7/16/04
 JAMES M. CONDON, P.S.M. DATE
 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

7/16/04 REVISED SHEET NO.

THIS IS NOT A SURVEY

SHEET 1 OF 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 191B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-191B	COUNTY: LEE COUNTY

This instrument prepared by:
Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

EXHIBIT "Y"

Parcel: 191 C
Project: Gunnery Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055
STRAP No.: 28-44-26-06-00059.0060

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
Between FRED ELLIOTT and LISA ELLIOTT, husband and wife, whose address is PO Box 1434,
Lehigh Acres, FL 33970, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida,
whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "C" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. **Except for trees**, these improvements may include the use of foliage.
4. Grantor may not construct or place any structures or foliage, **including trees**, within the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its successors or assigns.
6. 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 they are lawfully seized and possessed of the real property described in Exhibit "C", 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 herein stated, and accordingly, Grantor 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.

Slope/Restoration Easement

Project: Gunnerly Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055

Page 2 of 3

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, FRED ELLIOTT and LISA ELLIOTT, husband and wife, Grantor, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Fred Elliott

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Lisa Elliott

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

Slope/Restoration Easement

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

Page 3 of 3

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____,
20___, by **Fred Elliott**. He/she is personally known to me or who has produced
_____ as identification.

(Signature of Notary Public)

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

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____,
20___, by **Lisa Elliott**. He/she is personally known to me or who has produced
_____ as identification.

(Signature of Notary Public)

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

PARCEL NO. 191C (PERPETUAL EASEMENT)
 PROPERTY OWNER: FRED ELLIOTT AND LISA ELLIOTT
 STRAP NO. 28-44-26-06-00059.0060
 AREA OF PARENT TRACT: 16,132 S.F., M.O.L.
 AREA OF TAKE: 494 S.F., M.O.L.

EXHIBIT

PARCEL 191C
 (PERPETUAL EASEMENT)

A PERPETUAL EASEMENT LYING IN LOT 6, BLOCK 59, UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 6, SAID POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY BASE LINE STATION 225+15.75; THENCE S 04°58'16" E, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 121.46 FEET; THENCE S 42°07'13" W, A DISTANCE OF 5.46 FEET; THENCE N 04°58'16" W, PARALLEL WITH THE EAST LINE OF SAID LOT 6, A DISTANCE OF 125.51 FEET TO THE NORTH LINE OF SAID LOT 6; THENCE N 89°12'42" E, ALONG THE NORTH LINE OF SAID LOT 6, A DISTANCE OF 4.01 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 494 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°58'16" W FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID. TO P.I. STATION 230+28.50 BEING A PARKER-KALON NAIL AND DISK "L.S. 2995"

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 7/16/04
 JAMES M. CONDON, P.S.M. DATE
 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

7/16/04 REVISED SHEET NO.

THIS IS NOT A SURVEY SHEET 1 OF 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 191C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/12/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-191C	COUNTY: LEE COUNTY

Division of County Lands

Updated Ownership and Easement Search


Search No. 28-44-26-06-00059.0060

Date: January 20, 2005

Parcel: 191

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: 28-44-26-06-00059.0060

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

Subject Property: Lot 6, Block 59, Unit 6, Lehigh Acres, Section 28, Township 44 South, Range 26 East, 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 78, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Fred Elliott and Lisa Elliott, husband and wife.

By that certain instrument dated October 31, 2003, recorded November 13, 2003, in Official Record Book 4119, Page 3326, 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): Final Judgment in favor of William Contessa and Karleen A. Contessa, recorded in Official Record Book 2018, Page 56, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE(2): Final Judgment in favor of The Cape Coral Medical Center, Inc., d/b/a Cape Coral Hospital, recorded in Official Record Book 2140, Page 3838, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

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: 191
Owner Name/Address: Elliot, Fred & Lisa, Tenants in Common, 4400 3rd Street W
(Gunnery Road)
Lee County STRAP Number: 28-44-26-06-00059.0060
Legal Description: Lot 6, Block 59, Unit 6, Lehigh Acres, PB 15, PG 78
History of Ownership: October 2003, \$5,000
Interest Appraised: **Fee Simple (X)** **Partial (X)**
Assessed Value: \$5,400
Effective Date of Appraisal: December 9, 2004
Date of Report: December 13, 2004

Site Data

Parent Parcel - Overall Size: 15,912 square feet
Frontage - Depth: 136.50' X 123.48' X 136.14' X 113.52' +/-
Acquisition Type: **Fee Take (X) - A**
 Utility Easement (X) - B
 Perpetual Easement (X) - C 494 square feet
 Sidewalk ()
 Drainage ()
 Fill/Slope (X)
Parcel Remainder Size: 15,306 sf unencumbered, 494 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: RM-2/Central Urban
Adverse Conditions: None
Supporting Services: Lee County Sheriff and Fire
Miscellaneous: Parcel contains frontage on 3rd Street West
Marketing Time: Less than 1 year
Highest and Best Use: Professional **Requires Zoning Change (X)**

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 191

Market Value of Fee Simple Interest in Parent Parcel	x	15,912 sf <u>\$5.25</u> per sf	\$83,538.00	\$83,538.00
less: Market Value of Remainder *15912 sf - 494 sf proposed easement area and 112 sf fee take area fee value per sf	x	15306 sf * <u>\$5.25</u> per sf	\$80,356.50	
less: *per county data Utility and Slope Esmt. - B & C \$5.25 per sf times .60 (1 - .40 percentage of impact) remainder value for land within proposed easement	x	494 sf* <u>\$3.150</u> per sf	\$1,556.10	
Total Market Value of Remainder				<u>\$81,912.60</u>
Market Value of Part Taken				<u>\$ 1,625.40</u>
rounded to				<u>\$1,625.00</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 (\$1,625.00)

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: 192 A, B, & C
STRAP No.: 28-44-26-06-00059.0050

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 **PAT J. UCHYTIL, surviving spouse of Thomas F. Uchytíl, deceased**, whose address is 3409 Tally Ho Lane, Madison, WI 53705, 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 171 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive Slope/Restoration easement consisting of 369 square feet, located and described as set forth in Exhibit "C", 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 Two Thousand One Hundred dollars and No/100 (\$2,100.00), 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 Slope/Restoration easement (the form of the easement is attached as Exhibit "X"), and a public utility easement (the form of the easement is attached as Exhibit "Y") 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:

Signature of Witness

**PAT J. UCHYTIL, surviving spouse
of Thomas F. Uchytíl, deceased**

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: 192 A, B & C
STRAP No.: 28-44-26-06-00059.0050

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 slope/restoration easement.

WITNESSES:

SELLER:

Signature of Witness

**PAT J. UCHYTIL, surviving spouse of
Thomas F. Uchytíl, deceased**

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. 192A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: PAT J. UCHYTIL
 STRAP NO. 28-44-26-06-00059.0050
 AREA OF PARENT TRACT: 14,777 S.F., M.O.L.
 AREA OF TAKE: 112 S.F., M.O.L.

Exhibit "A"

PARCEL 192A
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE BEING A PORTION OF LOT 5, BLOCK 59,
 UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES,
 SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED
 IN PLAT BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE
 COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 5, SAID
 POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY
 BASE LINE STATION 226+52.25; THENCE S 04°58'16" E, ALONG
 THE EAST LINE OF SAID LOT 5, A DISTANCE OF 15.00 FEET;
 THENCE N 47°52'47" W, A DISTANCE OF 21.97 FEET TO THE NORTH
 LINE OF SAID LOT 5; THENCE N 89°12'42" E, ALONG THE NORTH
 LINE OF SAID LOT 5, 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°58'16" W
 FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE
 CAP NO. 10. TO P.I. STATION 230+28.50 BEING A PARKER-KALON
 NAIL AND DISK "L.S. 2995"

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 7/16/04
 JAMES M. CONDON, P.S.M.
 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 192A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/14/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-192A	COUNTY: LEE COUNTY

This document prepared by:

Lee County

County Lands Division

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

Parcels: 192 B

STRAP No.: 28-44-26-06-00059.0050

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20____, between **PAT J. UCHYTIL, surviving spouse of Thomas F. Uchytel, deceased**, whose address is 3409 Tally Ho Lane, Madison, WI 53705, 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.

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, PAT J. UCHYTIL, surviving spouse of Thomas F. Uchytíl, deceased, 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

**PAT J. UCHYTIL, surviving spouse of
Thomas F. Uchytíl, deceased**

Printed name of 1st Witness

2nd WITNESS Signature

Printed name of 2nd Witness

STATE OF _____)

)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by PAT J. UCHYTIL. He/she is (name of person acknowledged) personally known to me or who has produced _____ (type of identification) as identification.

(Signature of Notary Public)

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

PARCEL NO. 192B (UTILITY EASEMENT)
 PROPERTY OWNER: PAT J. UCHYTL
 STRAP NO. 28-44-26-06-00059.0050
 AREA OF PARENT TRACT: 14,777 S.F., M.O.L.
 AREA OF TAKE: 171 S.F., M.O.L.

Exhibit "B"

PARCEL 192B
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING WITHIN LOT 5, BLOCK 59, UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 5, SAID POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY BASE LINE STATION 226+52.25; THENCE S 04°58'16" E, ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 04°58'16" E, ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 8.81 FEET; THENCE N 47°52'47" W, A DISTANCE OF 34.88 FEET TO THE NORTH LINE OF SAID LOT 5; THENCE N 89°12'42" E, ALONG THE NORTH LINE OF SAID LOT 5, A DISTANCE OF 8.81 FEET; THENCE S 47°52'47" E, A DISTANCE OF 21.97 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 171 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°58'16" W FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO. 10. TO P.I. STATION 230+28.50 BEING A PARKER-KALON NAIL AND DISK "L.S. 2995"

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 7/16/04
 JAMES M. CONDON, P.S.M. DATE
 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

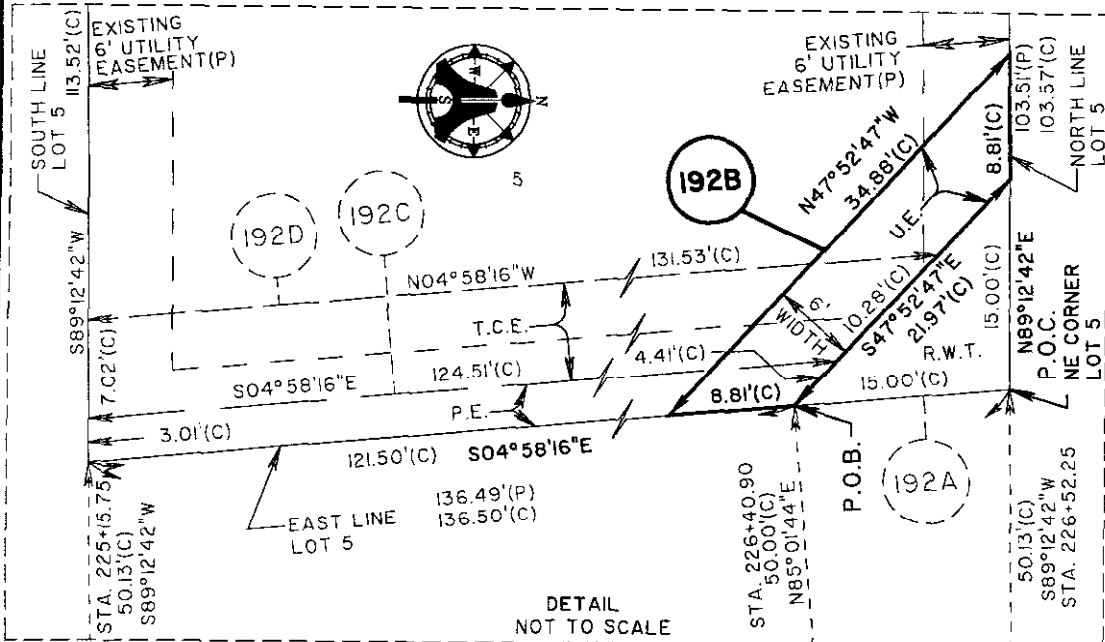
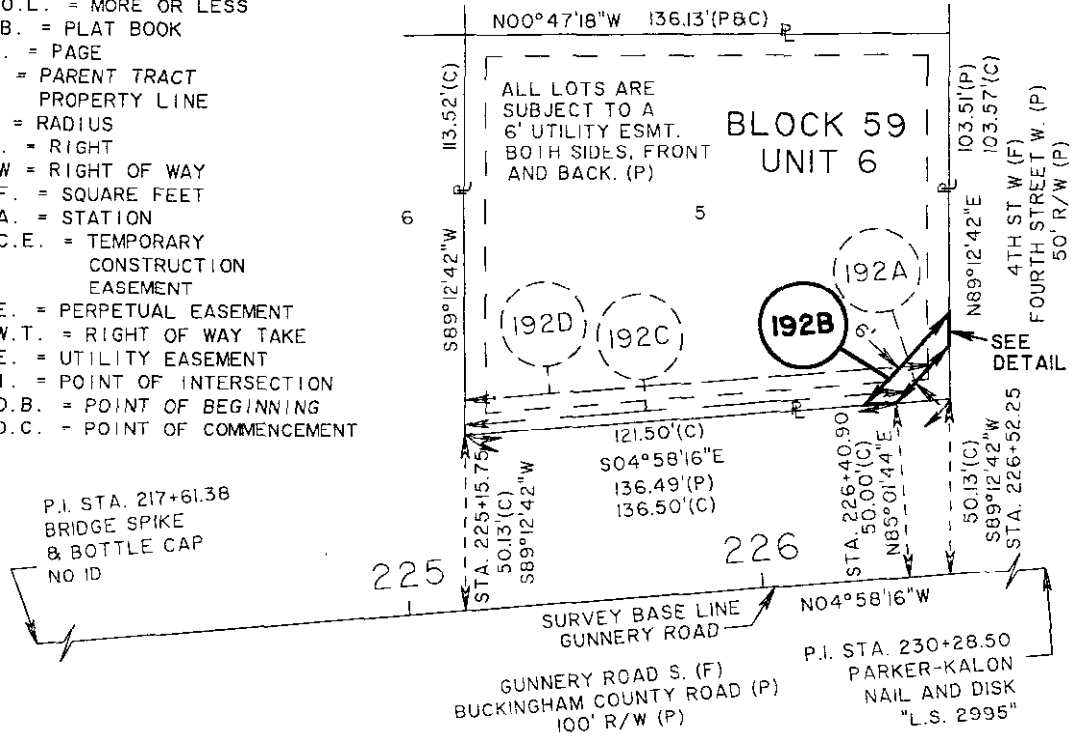
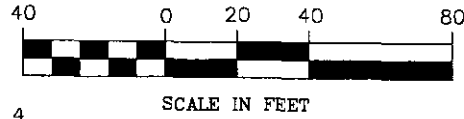
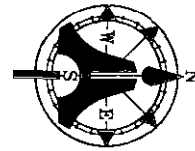
PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 192B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/14/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-192B	COUNTY: LEE COUNTY

PARCEL NO. 192B (UTILITY EASEMENT)
 PROPERTY OWNER: PAT J. UCHYTL
 STRAP NO. 28-44-26-06-00059.0050
 AREA OF PARENT TRACT: 14,777 S.F., M.O.L.
 AREA OF TAKE: 171 S.F., M.O.L.

Exhibit "B"

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
- P = 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.I. = POINT OF INTERSECTION
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT



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 192B GUNTERY ROAD FROM S.R. 82 TO LEE BOULEVARD		
DRAWN BY: LWC	CLIENT: LEE COUNTY		
DATE: 7/14/04	SEC-TWP-RGE 28-44S-26E	FILE: 7504-192B	COUNTY: LEE COUNTY

This instrument prepared by:
Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

EXHIBIT "Y"

Parcel: 192 C
Project: Gunnery Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055
STRAP No.: 28-44-26-06-00059.0050

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
Between PAT J. UCHYTIL, surviving spouse of Thomas F. Uchytíl, deceased, whose address is
3409 Tally Ho Lane, Madison, WI 53705, (Grantor), and LEE COUNTY, a political subdivision of the
State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "C" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. **Except for trees**, these improvements may include the use of foliage.
4. Grantor may not construct or place any structures or foliage, **including trees**, within the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. 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 they are lawfully seized and possessed of the real property described in Exhibit "C", 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 herein stated, and accordingly, Grantor 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.

Slope/Restoration Easement

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

Page 2 of 2

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, PAT J. UCHYTIL, surviving spouse of Thomas F. Uchytíl, deceased, Grantor, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

PAT J. UCHYTIL, surviving spouse
of Thomas F. Uchytíl, deceased

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Pat J. Uchytíl**. He/she is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

PARCEL NO. 192C (PERPETUAL EASEMENT)
 PROPERTY OWNER: PAT J. UCHYTIL
 STRAP NO. 28-44-26-06-00059.0050
 AREA OF PARENT TRACT: 14,777 S.F., M.O.L.
 AREA OF TAKE: 369 S.F., M.O.L.

EXHIBIT *C*

PARCEL 192C
 (PERPETUAL EASEMENT)

A PERPETUAL EASEMENT LYING WITHIN LOT 5, BLOCK 59, UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 5, SAID POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY BASE LINE STATION 225+15.75; THENCE S 89°12'42" W, ALONG THE SOUTH LINE OF SAID LOT 5, A DISTANCE OF 3.01 FEET; THENCE N 04°58'16" W, PARALLEL WITH THE EAST LINE OF SAID LOT 5, A DISTANCE OF 124.51 FEET; THENCE S 47°52'47" E, A DISTANCE OF 4.41 FEET TO THE EAST LINE OF SAID LOT 5; THENCE S 04°58'16" E, ALONG THE EAST LINE OF SAID LOT 5, A DISTANCE OF 121.50 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 369 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°58'16" W FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID. TO P.I. STATION 230+28.50 BEING A PARKER-KALON NAIL AND DISK "L.S. 2995"

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 7/16/04
 JAMES M. CONDON, P.S.M. DATE
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6074

AIM Engineering & Surveying, Inc.



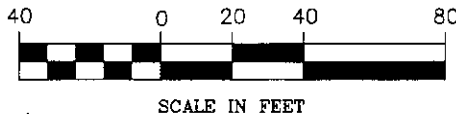
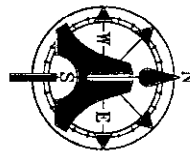
5300 LEE BLVD.
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 LEHIGH ACRES
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 239/332-4569
 FX:239/332-8734

Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 2

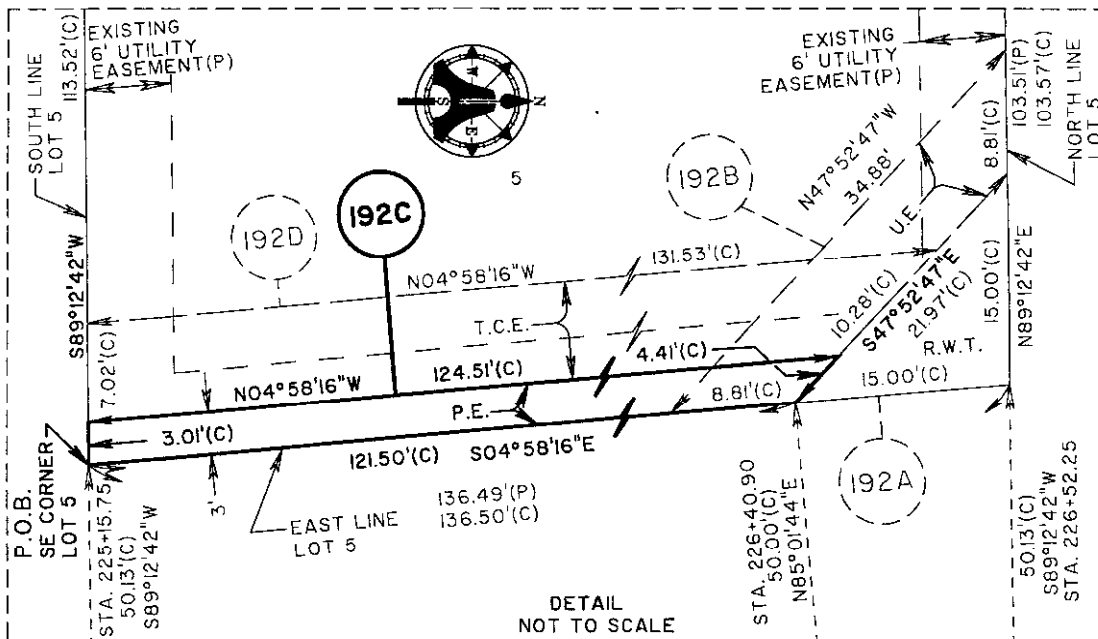
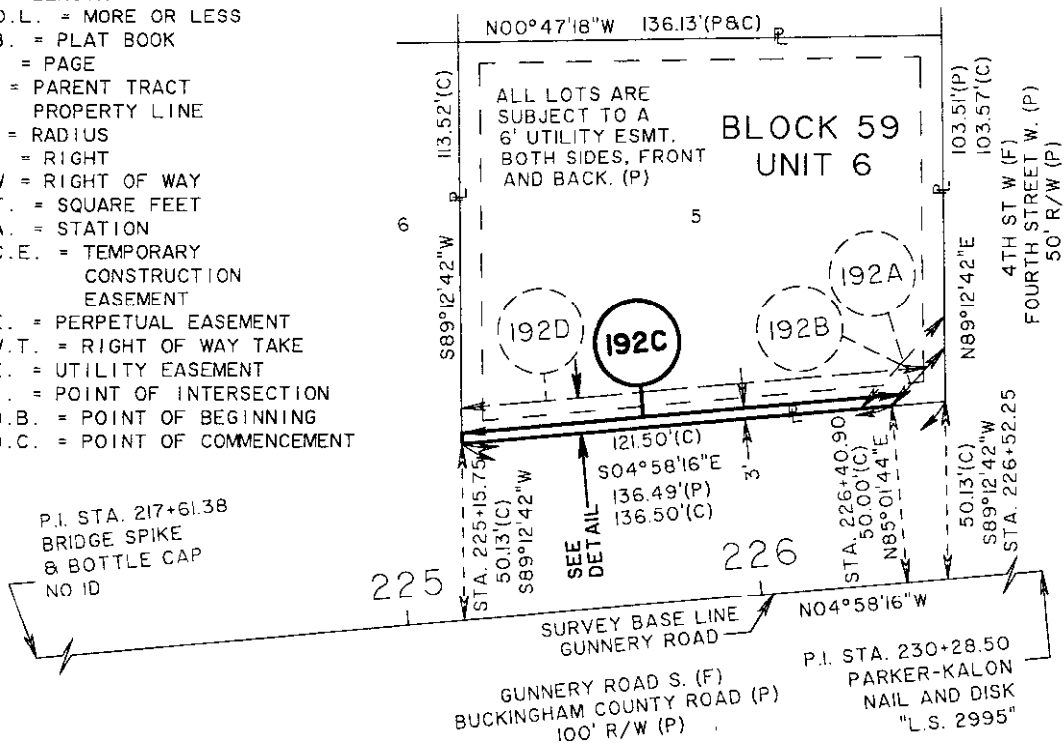
PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 192C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/14/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-192C	COUNTY: LEE COUNTY

PARCEL NO. 192C (PERPETUAL EASEMENT)
 PROPERTY OWNER: PAT J. UCHTYL
 STRAP NO. 28-44-26-06-00059.0050
 AREA OF PARENT TRACT: 14,777 S.F., M.O.L.
 AREA OF TAKE: 369 S.F., M.O.L.



LEGEND

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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 192C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/14/04	SEC-TWP-RGE 28-44S-26E
FILE: 7504-192C	COUNTY: LEE COUNTY

Division of County Lands

Updated Ownership and Easement Search

Search No. 28-44-26-06-00059.0050

Date: January 20, 2005

Parcel: 192

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: 28-44-26-06-00059.0050

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

Subject Property: Lot 5, Block 59, Unit 6, Section 28, 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 78, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Pat J. Uchytel, surviving spouse of Thomas F. Uchytel, deceased

by that certain instrument dated April 3, 1970, recorded May 14, 1970, in Official Record Book 598, Page 452, 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: Death Certificate of Thomas F. Uchytel recorded in Official Record Book 2756, Page 1732, 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 guarantee or warranty as to its accuracy.

APPRAISAL REPORT GUNNERY ROAD PROJECT 4055

Parcel Identification

Project Parcel Number: 192
Owner Name/Address: Uchtyl, Pat J, Guardian, 4401 4th Street W (Gunnery Road)
Lee County STRAP Number: 28-44-26-06-00059.0050
Legal Description: Lot 5, Block 59, Unit 6, Lehigh Acres, PB 15, PG 78
History of Ownership: No sale in previous five years
Interest Appraised: **Fee Simple (X)** **Partial (X)**
Assessed Value: \$5,400
Effective Date of Appraisal: December 9, 2004
Date of Report: December 13, 2004

Site Data

Parent Parcel - Overall Size: 14,552 square feet
Frontage - Depth: 136.5' X 103.57' X 136.13' X 113.52' +/-
Acquisition Type: **Fee Take (X) - A**
 Utility Easement (X) - B
 Perpetual Easement (X) - C 369 square feet
 Sidewalk ()
 Drainage ()
 Fill/Slope (X)
Parcel Remainder Size: 14,071 sf unencumbered, 369 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: RM-2/Central Urban
Adverse Conditions: None
Supporting Services: Lee County Sheriff and Fire
Miscellaneous: Parcel contains frontage on 4th Street West
Marketing Time: Less than 1 year
Highest and Best Use: Professional Office **Requires Zoning Change (X)**

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
 Gunnerly Road Project
 Parcel 192

Market Value of Fee Simple Interest in Parent Parcel	x	14,552 sf \$5.25 per sf	\$76,398.00	\$76,398.00
less: Market Value of Remainder				
*14552 sf - 369 sf proposed easement area and 112 sf fee take area		14071 sf *		
fee value per sf	x	\$5.25 per sf	\$73,872.75	
fee value of remainder				
less: *per county data Utility and Slope Esmt. - B & C		369 sf*		
\$5.25 per sf times .60 (1 - .40 percentage of impact)	x	\$3.150 per sf	\$1,162.35	
remainder value for land within proposed easement				
Total Market Value of Remainder				<u>\$75,035.10</u>
Market Value of Part Taken				<u>\$ 1,362.90</u>
rounded to				<u>\$1,365.00</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 (\$1,365.00)

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: 193 A, B, & C
STRAP No.: 28-44-26-06-00058.0060

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 **LT LEHIGH PROPERTIES, INC., a Florida corporation**, whose address is 315 Cleveland Ave., Lehigh Acres, FL 33972, 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 156 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope/restoration easement consisting of 608 square feet, located and described as set forth in Exhibit "C", 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 Seven Thousand Five Hundred dollars and No/100 (\$7,500.00), 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 a Slope/Restoration easement (the form of the easement is attached as Exhibit "Y") 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: LT LEHIGH PROPERTIES,
INC., a Florida corporation

Signature of Witness

By: _____
Lawrence C. Partridge,
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: 193 A, B, & C
STRAP No.: 28-44-26-06-00058.0060

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 slope/restoration easement.

WITNESSES:

SELLER: **LT LEHIGH PROPERTIES,
INC., a Florida corporation**

Signature of Witness

By: _____
Lawrence C. Partridge
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. 193A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: LT LEHIGH PROPERTIES, INC.
 STRAP NO. 28-44-26-06-00058.0050
 STRAP NO. 28-44-26-06-00058.0060
 AREA OF PARENT TRACT: 22,766 S.F., M.O.L.
 AREA OF TAKE: 112 S.F., M.O.L.

Exhibit "A"

PARCEL 193A
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE LYING WITHIN LOT 6, BLOCK 58, UNIT 6,
 LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 28,
 TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT
 BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE COUNTY,
 FLORIDA BEING DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID
 POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY
 BASE LINE STATION 227+02.38; THENCE S 89°12'42" W , ALONG
 THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 15.00 FEET;
 THENCE N 42°07'13" E, A DISTANCE OF 20.42 FEET TO THE EAST
 LINE OF SAID LOT 6; THENCE S 04°58'16" E , ALONG THE EAST
 LINE OF SAID LOT 6, 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°58'16" W
 FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE
 CAP NO ID. TO P.I. STATION 230+28.50 BEING A PARKER-KALON
 NAIL AND DISK "L.S. 2995"

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 7/16/04
 JAMES M. CONDON, P.S.M. DATE
 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 193A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/14/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-193A	COUNTY: LEE COUNTY

This document prepared by:

Lee County
County Lands Division
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055
Parcels: 193 B
STRAP No.: 28-44-26-06-00058.0060

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 **LT LEHIGH PROPERTIES, INC., a Florida corporation**, whose address is 315 Cleveland Ave., Lehigh Acres, FL 33972, 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 156 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope/restoration easement consisting of 608 square feet, located and described as set forth in Exhibit "C", 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.

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, LT LEHIGH PROPERTIES, INC., a Florida corporation, OWNER, has caused this document to be signed on the date first above written.

WITNESSES:

SELLER: LT LEHIGH PROPERTIES,
INC., a Florida corporation

Signature of Witness

By: _____
Lawrence C. Partridge
Title: President

Printed name of 1st Witness

2nd WITNESS Signature

Printed name of 2nd Witness

STATE OF _____)

_____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of

_____, 20___, by Lawrence C. Partridge, President

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

of LT LEHIGH PROPERTIES, 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. 193B (UTILITY EASEMENT)
 PROPERTY OWNER: LT LEHIGH PROPERTIES, INC.
 STRAP NO. 28-44-26-06-00058.0050
 STRAP NO. 28-44-26-06-00058.0060
 AREA OF PARENT TRACT: 22,766 S.F., M.O.L.
 AREA OF TAKE: 156 S.F., M.O.L.

Exhibit "B"

PARCEL 193B
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING WITHIN LOT 6, BLOCK 58, UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY BASE LINE STATION 227+02.38; THENCE N 04°58'16" W, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE S 42°07'13" W, A DISTANCE OF 20.42 FEET TO THE SOUTH LINE OF SAID LOT 6; THENCE S 89°12'42" W, ALONG THE SOUTH LINE OF SAID LOT 6, A DISTANCE OF 8.19 FEET; THENCE N 42°07'13" E, A DISTANCE OF 31.58 FEET TO THE EAST LINE OF SAID LOT 6; THENCE S 04°58'16" E, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 8.19 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 156 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°58'16" W FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID. TO P.I. STATION 230+28.50 BEING A PARKER-KALON NAIL AND DISK "L.S. 2995"

PREPARED BY:
 AIM ENGINEERING & SURVEYING, INC.

James M. Condon 7/16/04
 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 193B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/14/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-193B	COUNTY: LEE COUNTY

This instrument prepared by:
Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

EXHIBIT "Y"

Parcel: 193 C
Project: Gunnery Road 4 Lane (SR82 – Lee Blvd.), Project No. 4055
STRAP No.: 28-44-26-06-00058.0060

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
Between LT LEHIGH PROPERTIES, INC., a Florida corporation, whose address is 315 Cleveland
Ave., Lehigh Acres, FL 33972, (Grantor), and LEE COUNTY, a political subdivision of the State of
Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "C" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. **Except for trees**, these improvements may include the use of foliage.
4. Grantor may not construct or place any structures or foliage, **including trees**, within the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its successors or assigns.
6. 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 they are lawfully seized and possessed of the real property described in Exhibit "C", 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 herein stated, and accordingly, Grantor 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.

PARCEL NO. 193C (PERPETUAL EASEMENT)
 PROPERTY OWNER: LT LEHIGH PROPERTIES, INC.
 STRAP NO. 28-44-26-06-00058.0050
 STRAP NO. 28-44-26-06-00058.0060
 AREA OF PARENT TRACT: 22,766 S.F., M.O.L.
 AREA OF TAKE: 608 S.F., M.O.L.

EMITTE

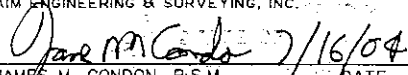
PARCEL 193C
 (PERPETUAL EASEMENT)

A PERPETUAL EASEMENT LYING WITHIN LOTS 5 AND 6, BLOCK 58, UNIT 6, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 28, TOWNSHIP 44 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15, PAGE 78, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID LOT 6, SAID POINT LYING 50.13 FEET S 89°12'42" W OF GUNNERY ROAD SURVEY BASE LINE STATION 227+02.38; THENCE N 04°58'16" W, ALONG THE EAST LINE OF SAID LOT 6, A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; THENCE S 42°07'13" W, A DISTANCE OF 4.10 FEET; THENCE N 04°58'16" W, PARALLEL WITH THE EAST LINE OF SAID LOTS 5 AND 6, A DISTANCE OF 206.75 FEET; THENCE S 33°50'42" E, A DISTANCE OF 6.21 FEET TO THE EAST LINE OF SAID LOT 5; THENCE S 04°58'16" E, ALONG THE EAST LINE OF SAID LOTS 5 AND 6, A DISTANCE OF 198.52 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 608 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°58'16" W FROM P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID. 10 P.I. STATION 230+28.50 BEING A PARKER-KALON NAIL AND DISK "L.S. 2995"

PREPARED BY:
 AIM ENGINEERING & SURVEYING, INC.

 JAMES M. CONDON, P.S.M. DATE 7/16/04
 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 193C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 7/14/04	SEC-TWP-RGE: 28-44S-26E
FILE: 7504-193C	COUNTY: LEE COUNTY

Division of County Lands

Updated Ownership and Easement Search

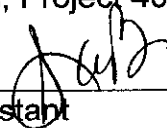
Search No. 28-44-26-06-00058.0050 and .0060

Date: February 3, 2005

Parcel: 193

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: 28-44-26-06-00058.0050 and .0060

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

Subject Property: Lots 5 and 6, Block 58, Unit 6, Lehigh Acres, Section 28, Township 44 South, Range 26 East, according to the map or plat thereof as recorded in Plat Book 15, Page 78, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

LT Lehigh Properties, Inc., a Florida corporation

By those certain instruments dated February 6, 2002, recorded March 5, 2002, in Official Record Book 3588, Page 3940 and 3943, 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): Resolution of the Board of County Commissioners, recorded in Official Record Book 1853, Page 4149, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by Lawrence C. Partridge and Trudy J. Partridge in favor of Florida Community Bank dated April 18, 2000, recorded May 10, 2000, in Official Record Book 3253, Page 3612, as modified by instrument recorded in Official Record Book 3921, Page 4026, Public Records of Lee County, Florida.

NOTE (3): Assignment of Leases and Rents between Partridge Enterprises, Inc., a Florida corporation, and Florida Community Bank, recorded in Official Record Book 3253, Page 3619, Public Records of Lee County, Florida.

NOTE (4): Mortgage executed by Lawrence C. Partridge, Trudy J. Partridge, and Partridge Enterprises, Inc., a Florida corporation in favor of Frank R. D'Alessandro dated February 14, 2001, recorded February 20, 2001, in Official Record Book 3366, Page 1274, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 28-44-26-06-00058.0050 and .0060

Date: February 3, 2005

Parcel: 193

Project: Gunnery Road Widening, Project 4055

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.

Division of County Lands

Updated Ownership and Easement Search

Search No. 28-44-26-06-00058.0050 and .0060

Date: February 3, 2005

Parcel: 193

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: 28-44-26-06-00058.0050 and .0060

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

Subject Property: Lots 5 and 6, Block 58, Unit 6, Lehigh Acres, Section 28, Township 44 South, Range 26 East, according to the map or plat thereof as recorded in Plat Book 15, Page 78, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

LT Lehigh Properties, Inc., a Florida corporation

By those certain instruments dated February 6, 2002, recorded March 5, 2002, in Official Record Book 3588, Page 3940 and 3943, 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): Resolution of the Board of County Commissioners, recorded in Official Record Book 1853, Page 4149, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by Lawrence C. Partridge and Trudy J. Partridge in favor of Florida Community Bank dated April 18, 2000, recorded May 10, 2000, in Official Record Book 3253, Page 3612, as modified by instrument recorded in Official Record Book 3921, Page 4026, Public Records of Lee County, Florida.

NOTE (3): Assignment of Leases and Rents between Partridge Enterprises, Inc., a Florida corporation, and Florida Community Bank, recorded in Official Record Book 3253, Page 3619, Public Records of Lee County, Florida.

NOTE (4): Mortgage executed by Lawrence C. Partridge, Trudy J. Partridge, and Partridge Enterprises, Inc., a Florida corporation in favor of Frank R. D'Alessandro dated February 14, 2001, recorded February 20, 2001, in Official Record Book 3366, Page 1274, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 28-44-26-06-00058.0050 and .0060

Date: February 3, 2005

Parcel: 193

Project: Gunnery Road Widening, Project 4055

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.

improvements. Any damage to existing site improvements shall be replaced by the condemning authority during the time of construction. Compensation for the driveway is include in this analysis.

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 \$6.35 - \$11.24
 Time Adjusted Range \$ per SF \$7.14 - \$11.53
 Sale Date Range March 2004 - November 2004

Value of Improvements: Any value contribution of improvements within the take will be replaced by the condemning authority during the construction process except driveway and sidewalk. The improvements do not contribute value relative to the highest and best use of the property. There are no damages considered to have impacted the building improvement as they do not have contributory value in relation to the highest and best use. The driveway area is valued by consideration of the Marshall-Swift Valuation Service. The contributory value is estimated at \$2,000.

Value Estimates: (See summary chart below)

SUMMARY OF ANALYSIS

**Gunnery Road Project
 Parcels 193**

Market Value of Fee Simple Interest in Parent Parcel	x	22,386 sf \$12.00 per sf	\$268,632.00	\$268,632.00
less: Market Value of Remainder				
*22386 sf - 608 sf proposed easement area and 112 sf fee take area		21666 sf *		
fee value per sf	x	\$12.00 per sf	\$259,992.00	
fee value of remainder				
less: *per county data Utility and Slope Esmt.- B & C				
\$12.00 per sf times .60 (1 - .40 percentage of impact)	x	608 sf* \$7.200 per sf	\$4,377.60	
remainder value for land within proposed easement				
Total Market Value of Remainder				<u>\$264,369.60</u>
Market Value of Property Rights Taken				\$4,262.40
Add: Market Value of Improvements				\$2,000.00
Market Value of Part Taken				<u>\$6,262.40</u>
rounded to				<u>\$6,300.00</u>

APPRAISAL REPORT GUNNERY ROAD PROJECT 4055

Parcel Identification

Project Parcel Number: 193
Owner Name/Address: LT Lehigh Properties, 4401 Lee Boulevard & 4400 4th Street W
Lee County STRAP Number: 28-44-26-06-00058.0050 & .0060
Legal Description: Lot 5 less right of way recorded in OR Book 2943, PG 1733 & Lot 6, Block 58, Unit 6, Lehigh Acres, PB 15, PG 78
History of Ownership: No sale in previous five years. The property is currently under contract including other parcels for \$1,190,000 or \$11.20 per square foot with back up offers to \$14.00 per square foot.
Interest Appraised: Fee Simple (X) Partial (X)
Assessed Value: \$188,390
Effective Date of Appraisal: December 9, 2004
Date of Report: December 13, 2004

Site Data

Parent Parcel - Overall Size: 22,386 square feet
Frontage - Depth: 213.52' X 99.91' X 250.02' X 56.26' X 51.7' +/-
Acquisition Type: Fee Take () - A
Utility Easement (X) - B
Perpetual Easement (X) - C 608 square feet
Sidewalk ()
Drainage ()
Fill/Slope (X)
Parcel Remainder Size: 21,666 sf unencumbered, 608 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 (X)
Sewer (X)
Zoning/Land Use: CPD/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 (X)

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

Description of improvements within take area: The improvements to the property consist of a single family home, site improvements including a concrete driveway. In consideration of the overall highest and best use for the property the improvements contribute no value. The impact of this utility and slope easement do not impact the

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 (\$6,300.00)

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

