

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

**Blue Sheet No. 20050185**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize: 1) the Division of County Lands to make binding offers to property owners in the amount of \$10,700 for Parcel 100, \$9,500 for Parcel 108, \$6,400 for Parcel 110, and \$12,000 for Parcel 111, 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

*CLK*

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

**4. AGENDA:**

CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC  
 WALK ON  
 TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)

STATUTE 73 & 125  
 ORDINANCE  
 ADMIN. CODE  
 OTHER

**6. REQUESTOR OF INFORMATION:**

A. COMMISSIONER  
 B. DEPARTMENT Independent  
 C. DIVISION County Lands  
 BY: Karen L. W. Forsyth, Director

**7. BACKGROUND:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Four separate Fee Interests, Public Utility Easements, and Bikepath/Sidewalk, Roadway Drainage 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 \$1,250 - \$2,000 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 Data, 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>K. Forsyth</i>			<i>DAO 2/19/05 2/17/05</i>	<i>[Signature]</i>	<i>OA</i>	<i>GM</i>	<i>Risk</i>	<i>GC</i>	<i>[Signature]</i> <i>2-17-05</i>

**10. COMMISSION ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

Rec. by CoAtty  
 Date: *2/17/05*  
 Time: *2:57*  
 Forwarded To:

RECEIVED BY  
 COUNTY ADMIN. *[Signature]*  
*2/16/05*  
*3:45 pm.*  
 COUNTY ADMIN  
 FORWARDED TO: *11*  
*2/17/05*

## Blue Sheet 20050185 Continued

### Parcel 100

**Owner:** David I. Persaud

**Property Address:** 2503 - 2505 Gretchen Ave. S

**STRAP No.:** 04-45-26-05-00023.0140, .0150, .0160, & .0170

**Purchase Price:** \$10,700

**Estimated Closing Costs:** \$1,000

### Parcel 108

**Owner:** Kevin Dilich & Steve Corbett

**Property Address:** 4400 Leonard Blvd. S

**STRAP No.:** 04-45-26-05-00010.0490

**Purchase Price:** \$9,500

**Estimated Closing Costs:** \$1,000

### Parcel 110

**Owner:** Slap Shot Investments, LLC

**Property Address:** 1589 - 1591 Gretchen Ave. S

**STRAP No:** 04-45-26-05-00010.0460 & .0470

**Purchase Price:** \$6,400

**Estimated Closing Costs:** \$1,000

### Parcel 111

**Owner:** Paul Lambertucci

**Property Address:** 1581 - 1585 Gretchen Ave. S

**STRAP No.:** 04-45-26-05-00010.0420 & .0440

**Purchase Price:** \$12,000

**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: 100 A, B & C  
STRAP No.: 04-45-26-05-0023.0140, .0150, .0160 and .0170

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 **DAVID I. PERSAUD**, whose address is 514 Williams Avenue, 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 +/- 308 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 +/-2,581 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 bike path/sidewalk, roadway drainage and slope/restoration easement consisting of +/-2,581 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 Ten Thousand Seven Hundred Dollars and No/100 (\$10,700.00), 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 Bike path/sidewalk, roadway drainage 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

\_\_\_\_\_  
DAVID I. PERSAUD (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)



# EXHIBIT

A

PARCEL NO. 100A (RIGHT OF WAY TAKE)  
 PROPERTY OWNER: DAVID I. PERSAUD  
 STRAP NO. 04-45-26-05-00023.0140  
 STRAP NO. 04-45-26-05-00023.0150  
 STRAP NO. 04-45-26-05-00023.0160  
 STRAP NO. 04-45-26-05-00023.0170  
 AREA OF PARENT TRACT: 36,766 S.F., M.O.L.  
 AREA OF TAKE: 308 S.F., M.O.L.

PARCEL 100A  
 (RIGHT OF WAY TAKE)

A RIGHT OF WAY TAKE BEING A PORTION OF LOTS 14, 15, 16 AND 17, BLOCK 23, 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 17, SAID POINT LYING 50.00 FEET N 88°38'19" W OF CENTER LINE CONSTRUCTION DANIELS PARKWAY STATION 1716+29.07; THENCE N 88°38'19" W, ALONG THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 1.34 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3998.00 FEET, A DELTA OF 02°36'49", A CHORD BEARING OF N 00°24'34" E, A CHORD DISTANCE OF 182.35 FEET, AN ARC DISTANCE OF 182.37 FEET TO THE END OF SAID CURVE AND TO THE EAST LINE OF SAID LOT 14; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOTS 14 AND 15, A DISTANCE OF 39.78 FEET; THENCE S 01°21'41" W, ALONG THE EAST LINE OF SAID LOTS 15, 16 AND 17, A DISTANCE OF 142.79 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 308 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.

*[Signature]* 6/17/04  
 BOB L. POTTER, P.S.M. DATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5688

AIM Engineering & Surveying, Inc.



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

Licensed Business Number 3114

THIS IS NOT A SURVEY

SHEET 1 OF 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 100A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/16/04	SEC-TWP-RGE: 4-45S-26E
FILE: 7504-100A	COUNTY: LEE COUNTY

# EXHIBIT

B

PARCEL NO. 100B (UTILITY EASEMENT)  
 PARCEL NO. 100C (PERPETUAL EASEMENT)  
 PROPERTY OWNER: DAVID I. PERSAUD  
 STRAP NO. 04-45-26-05-00023.0140  
 STRAP NO. 04-45-26-05-00023.0150  
 STRAP NO. 04-45-26-05-00023.0160  
 STRAP NO. 04-45-26-05-00023.0170  
 AREA OF PARENT TRACT: 36,766 S.F., M.O.L.  
 AREA OF TAKE: 2,581 S.F., M.O.L.

PARCEL 100B AND 100C  
 (UTILITY EASEMENT) AND (PERPETUAL EASEMENT)

A UTILITY EASEMENT AND A PERPETUAL EASEMENT LYING WITHIN LOTS 14, 15, 16 AND 17, BLOCK 23, 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 14, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 129+59.21; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 37.17 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 3998.00 FEET, A DELTA OF 02°36'49", A CHORD BEARING OF S 00°24'34" W, A CHORD DISTANCE OF 182.35 FEET, AN ARC DISTANCE OF 182.37 FEET TO THE SOUTH LINE OF SAID LOT 17; THENCE N 88°38'19" W, ALONG THE SOUTH LINE OF SAID LOT 17, A DISTANCE OF 12.00 FEET TO A POINT ON A NON-TANGENT CURVE CONCAVE TO THE WEST; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 3986.00 FEET, A DELTA OF 03°08'16", A CHORD BEARING OF N 00°08'54" E, A CHORD DISTANCE OF 218.27 FEET, AN ARC DISTANCE OF 218.30 FEET TO THE END OF SAID CURVE AND THE NORTH LINE OF SAID LOT 14; THENCE N 85°02'58" E, ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 9.56 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 2,581 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* 6/17/04  
 BOB L. POTTER, P.S.M. DATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5688

AIM Engineering & Surveying, Inc.



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

Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 2

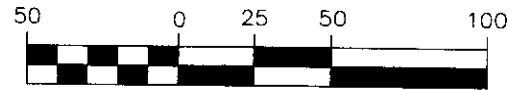
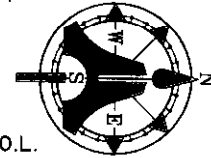
PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 100B AND 100C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD		
DRAWN BY: LWC	CLIENT: LEE COUNTY		
DATE: 6/16/04	SEC-TWP-RGE 4-45S-26E	FILE: 7504-100BC	COUNTY: LEE COUNTY

# EXHIBIT

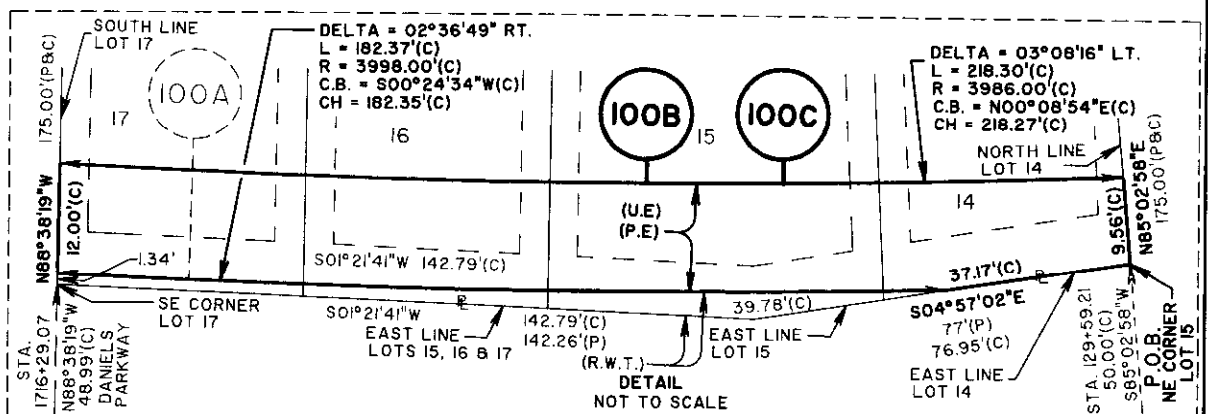
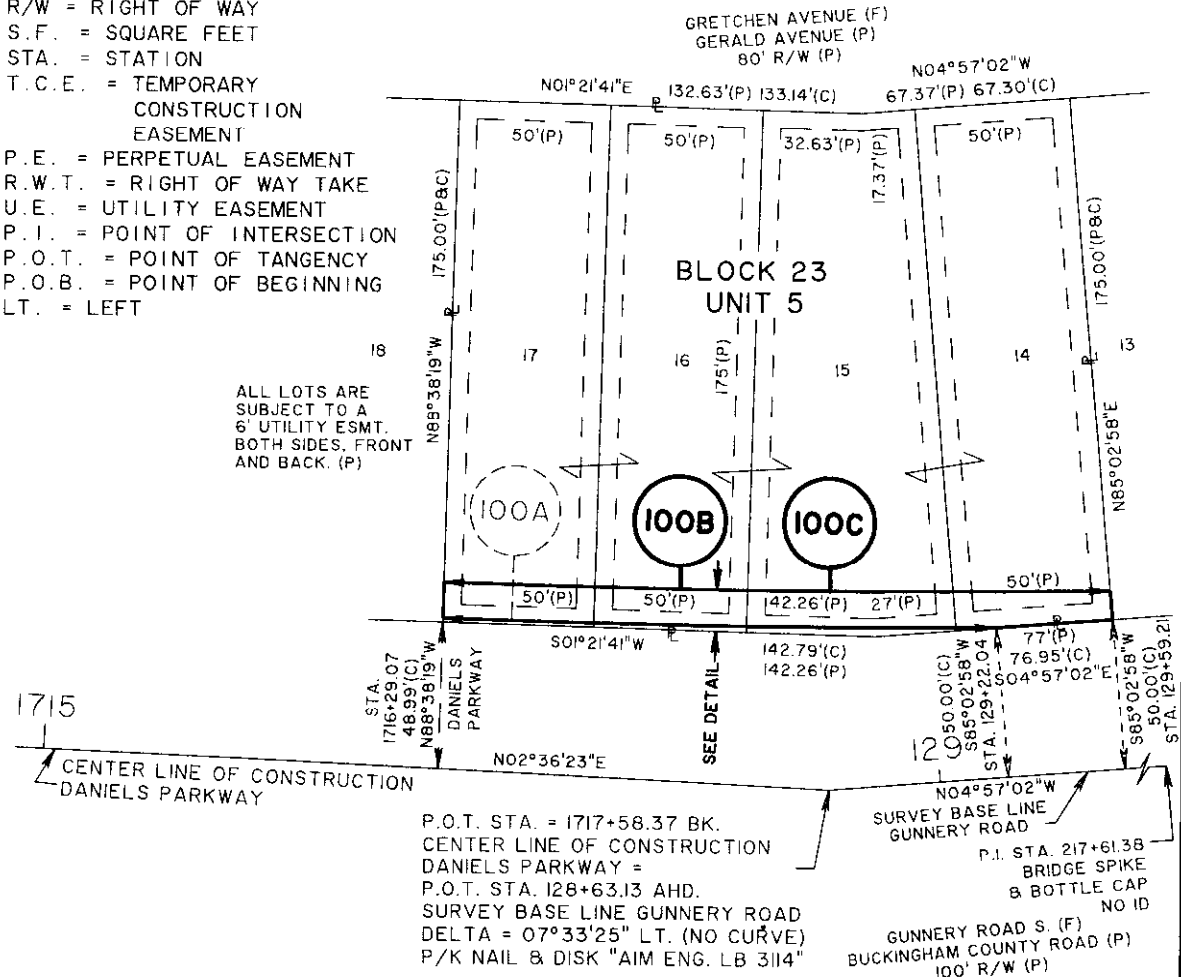
C

- 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.T. = POINT OF TANGENCY
  - P.O.B. = POINT OF BEGINNING
  - LT. = LEFT

PARCEL NO. 100B (UTILITY EASEMENT)  
 PARCEL NO. 100C (PERPETUAL EASEMENT)  
 PROPERTY OWNER: DAVID I. PERSAUD  
 STRAP NO. 04-45-26-05-00023.0140  
 STRAP NO. 04-45-26-05-00023.0150  
 STRAP NO. 04-45-26-05-00023.0160  
 STRAP NO. 04-45-26-05-00023.0170  
 AREA OF PARENT TRACT: 36,766 S.F., M.O.L.  
 AREA OF TAKE: 2,581 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 100B AND 100C GUNTERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/16/04	SEC-TWP-RGE: 4-45S-26E
	FILE: 7504-100BC
	COUNTY: LEE COUNTY

Lee County

County Lands Division

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

Parcels: 100 B

STRAP No.: 04-45-26-05-00023.0140, .0150, .0160, & .0170

THIS SPACE FOR RECORDING

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GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **DAVID I. PERSAUD**, whose address is 514 Williams Avenue, 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 "A" 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.

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 "A"), 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, DAVID I. PERSAUD, 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

\_\_\_\_\_  
DAVID I. PERSAUD GRANTOR

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

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

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



Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 100 C  
STRAP No.: 04-45-26-05-0023.0140, .0150, .0160 and .0170

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**GRANT OF PERPETUAL  
NON EXCLUSIVE BIKEPATH/SIDEWALK,  
ROADWAY DRAINAGE and SLOPE/RESTORATION EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **DAVID I. PERSAUD**, whose address is 514 Williams Avenue, Lehigh Acres, FL 33936, hereinafter referred to as "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as "County":

**WITNESSETH:**

1. For good and valuable consideration, which is hereby acknowledged, Grantor hereby grants to the County a perpetual non-exclusive public right-of-way easement for a bikepath/sidewalk, a roadway drainage system, and slope/restoration easement situated in Lee County, Florida, located and described as set forth in Exhibit "A" attached hereto.
2. The County, its successors and assigns, are granted the right privilege, and authority to construct, replace, renew, extend and maintain a public bikepath/sidewalk and appurtenant drainage system and a roadway drainage system, and slope to stabilize the bikepath/sidewalk constructed thereon.
3. This easement does not limit the construction of the bikepath/sidewalk, drainage systems or slope to a particular type, style, material or design.
4. Title to the improvements constructed hereunder will remain in the County.
5. The County has the right to maintain the slope portion of this easement and will be responsible for maintenance of the bikepath/sidewalk and roadway drainage facility.
6. Grantors covenant that they are lawfully seized and possessed of the property described in Exhibit "A", and have lawful right to convey this non-exclusive easement subject to existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines. Grantor will not place any interfering landscape material in the easement. Also, the Grantor will prevent the creation of obstructions or conditions which are or may become dangerous to the public within the easement.



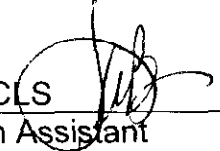


**Division of County Lands****Updated Ownership and Easement Search**

Search No. 04-45-26-05-00023.0140, 0150, 0160 and 0170

Date: January 11, 2005

Parcel: 100

Project: Gunner Road/SR82 to Lee Blvd.,  
Project No. 4055To: Michael J. O'Hare, SR/WA  
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS  
Property Acquisition Assistant 

STRAP: 04-45-26-05-00023.0140, 0150, 0160 and 0170

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

**Subject Property:** Lots 14, 15, 16 and 17, Block 23, Unit 5, Lehigh Estates 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:

**David I. Persaud**

By that certain instrument dated September 19, 1997, recorded November 20, 1997, in Official Record Book 2890, Page 1793, Public Records of Lee County, Florida; by that certain instrument dated March 18, 1998, recorded March 26, 1998, in Official Record Book 2937, Page 2880, Public Records of Lee County, Florida; and by that certain instrument dated August 12, 2000, recorded August 23, 2000, in Official Record Book 3294, Page 4003, Public Records of Lee County, Florida.

**Easements:**

1. 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.
2. Subject to a court order extending district boundaries of the East County Water Control District, recorded in Official Record Book 67, Page 673, Public Records of Lee County, Florida.
3. Subject to a Declaration of Restrictions, recorded in Official Record Book 84, Page 310, Public Records of Lee County, Florida.
4. Subject to an Agreement for Water and Sewer Easements, recorded in Official Record Book 327, Page 119, Public Records of Lee County, Florida.
5. 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. 04-45-26-05-00023.0140, 0150,  
0160 and 0170

Date: January 11, 2005

Parcel: 100

Project: Gunnery Road/SR82 to Lee Blvd.,  
Project No. 4055

6. Each lot subject to a 6 foot Utility Easement both sides front and back, as recited on the plat of "Lehigh Estates, Unit 5" recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.

NOTE 1: Subject to a mortgage deed in the original sum of \$5,000.00 recorded in Official Record Book 2890, Page 1794, Public Records of Lee County, Florida.

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 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 nor warranty as to its accuracy.**

**APPRAISAL REPORT GUNNERY ROAD PROJECT 4055**

**Parcel Identification**

**Project Parcel Number:** 100  
**Owner Name/Address:** Persaud, David, 2503-2509 Gretchen Avenue  
**Lee County STRAP Number:** 04-45-26-05-00023.0140 - .0170  
**Legal Description:** Lots 14-17, Block 23, Unit 5, Lehigh Estates PB 15, PG 85  
**History of Ownership:** August, 2000, \$20,000  
**Interest Appraised:** Fee Simple (X) Partial (X)  
**Assessed Value:** \$68,240  
**Effective Date of Appraisal:** December 9, 2004  
**Date of Report:** December 13, 2004

**Site Data**

**Parent Parcel - Overall Size:** 35,000 square feet  
**Frontage - Depth:** 200' X 175'  
**Acquisition Type:** Fee Take (X) - A 308 square feet  
Utility Easement (X) - B  
Perpetual Easement (X) - C 2,581 square feet  
Sidewalk (X)  
Drainage (X)  
Fill/Slope (X)  
**Parcel Remainder Size:** 32,111 square feet  
**Existing Easements:** Utility (X) Drainage ( ) Road ( )  
**Corner Parcel (X) Interior Parcel ( )**  
**Topography - Level (X) Irregular ( )**  
**Soil Conditions - Typical (X) Require Correction ( )**  
**Flood Zone:** B **Panel #:** 125124 0375 B  
**Utilities Available:** Electricity (X)  
Telephone (X)  
Water ( )  
Sewer ( )  
**Zoning/Land Use:** C2/Central Urban  
**Adverse Conditions:** None  
**Supporting Services:** Lee County Sheriff and Fire  
**Miscellaneous:** 6 foot utility easement both sides front and back  
**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:** N/A

**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 100

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 * 35,000 sf - 2,581 sf proposed easement area and 308 sf fee take area unencumbered fee value per sf unencumbered fee value	x	32111 sf* \$5.75 per sf	\$184,638.25	
less: *per county data Utility, Sidewalk, Drainage, Slope Esmt. B & C \$5.75 per sf times .50 (1 - .50 percentage of impact) remainder value for land within proposed easement	x	2,581 sf* \$2.875 per sf	\$7,420.38	
<b>Total Market Value of Remainder</b>				<u>\$192,058.63</u>
<b>Market Value of Part Taken</b>				<u>\$ 9,191.38</u>
rounded to .....				<u><b>\$9,200.00</b></u>

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

**TOTAL COMPENSATION DUE THE PROPERTY OWNER ..... (\$9,200.00)**

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: 108 A, B & C  
STRAP No.: 04-45-26-05-00010.0490

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 **KEVIN DILICH and STEVE CORBETT, as joint tenants with full rights of survivorship**, whose address is 114 Roosevelt Avenue, 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 +/-143 square feet, in fee, 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 +/-990 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 bike path/sidewalk, roadway drainage and slope/ restoration easement consisting of +/-1,078 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 Nine Thousand Five Hundred dollars and No/100 (\$9,500.00), 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 bike path/sidewalk, roadway drainage and 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

\_\_\_\_\_  
**Kevin Dilich** (DATE)

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

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

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

SELLER:

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

\_\_\_\_\_  
**Steve Corbett** (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

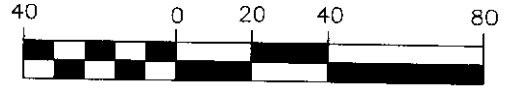
APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

# Exhibit "A"

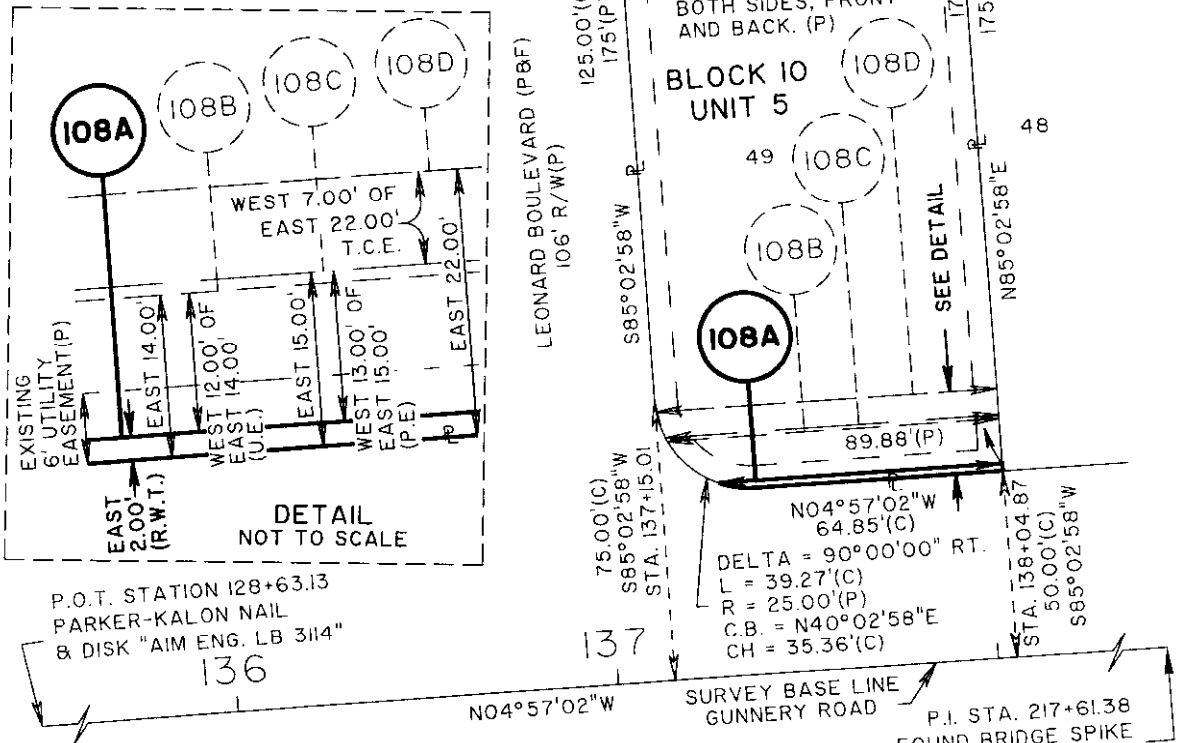
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 R/W = RIGHT OF WAY  
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 P.E. = PERPETUAL EASEMENT  
 R.W.T. = RIGHT OF WAY TAKE  
 U.E. = UTILITY EASEMENT  
 P.I. = POINT OF INTERSECTION  
 P.O.T. = POINT OF TANGENT

**PARCEL NO. 108A (RIGHT OF WAY TAKE)**  
**PROPERTY OWNER: KEVIN DILICH AND STEVE CORBETT**  
**STRAP NO. 04-45-26-05-00010.0490**  
**AREA OF PARENT TRACT: 456 S.F., M.O.L.**  
**AREA OF TAKE: 143 S.F., M.O.L.**



DELTA = 90°00'00" RT.  
 L = 39.27'(C)  
 R = 25.00'(P)  
 C.B. = N49°57'02"W  
 CH = 35.36'(C)

GRETCHEN AVENUE (F) 80' R/W (P)  
 GERALD AVENUE (P)  
 SCALE IN FEET



**PARCEL 108A (RIGHT OF WAY TAKE)**

**LEONARD BOULEVARD (P8F) 106' R/W (P)**  
**BUCKINGHAM COUNTY ROAD (P) 100' R/W (P)**

A 2.00 FOOT WIDE RIGHT OF WAY TAKE BEING THE EAST 2.00 FEET OF LOT 49, 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.

**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.

SAID LANDS CONTAIN 143 SQUARE FEET, MORE OR LESS.

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

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

BOB POTTER, P.S.M.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5688

6/23/04  
 DATE

**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

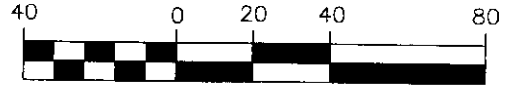
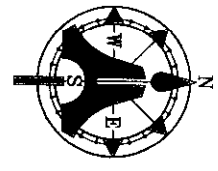
**THIS IS NOT A SURVEY SHEET 1 OF 1**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 108A 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: 7504-108A	COUNTY: LEE COUNTY

# Exhibit "B"

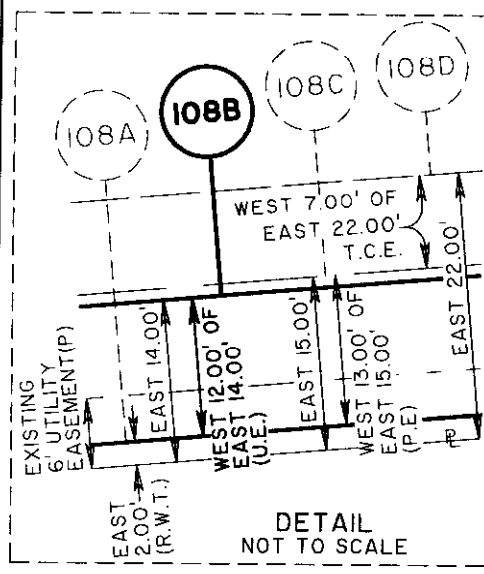
- LEGEND**
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  - R/W = RIGHT OF WAY
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  - STA. = STATION
  - T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
  - P.E. = PERPETUAL EASEMENT
  - R.W.T. = RIGHT OF WAY TAKE
  - U.E. = UTILITY EASEMENT
  - P.I. = POINT OF INTERSECTION
  - P.O.T. = POINT OF TANGENT

**PARCEL NO. 108B (UTILITY EASEMENT)**  
**PROPERTY OWNER: KEVIN DILICH AND STEVE CORBETT**  
**STRAP NO. 04-45-26-05-00010.0490**  
**AREA OF PARENT TRACT: 456 S.F., M.O.L.**  
**AREA OF TAKE: 990 S.F., M.O.L.**

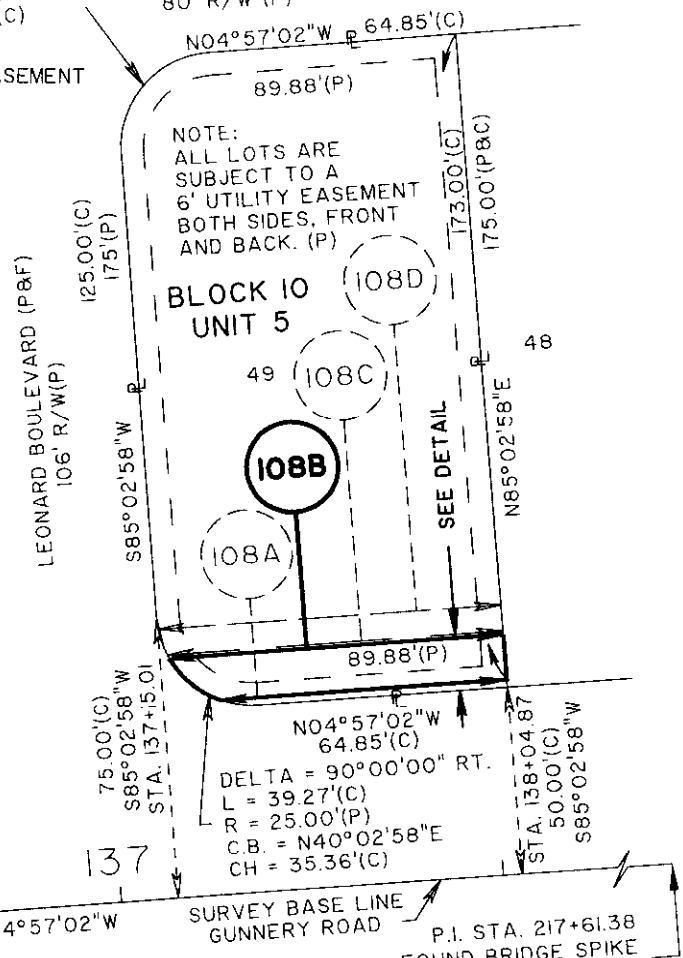


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 R = 25.00'(P)  
 C.B. = N49°57'02"W  
 CH = 35.36'(C)

GRETCHEN AVENUE (F)  
 GERALD AVENUE (P)  
 80' R/W (P)



P.O.T. STATION 128+63.13  
 PARKER-KALON NAIL  
 & DISK "AIM ENG. LB 3114"



**PARCEL 108B**  
**(UTILITY EASEMENT)**

A 12.00 FOOT WIDE UTILITY EASEMENT BEING THE WEST 12.00 FEET OF THE EAST 14.00 FEET OF LOT 49, 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.

**NOTE:**  
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SAID LANDS CONTAIN 990 SQUARE FEET, MORE OR LESS.

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

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

*[Signature]*  
 BOB POTTER, P.S.M.  
 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 1**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 108B 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: 7504-108B	COUNTY: LEE COUNTY

EXHIBIT C

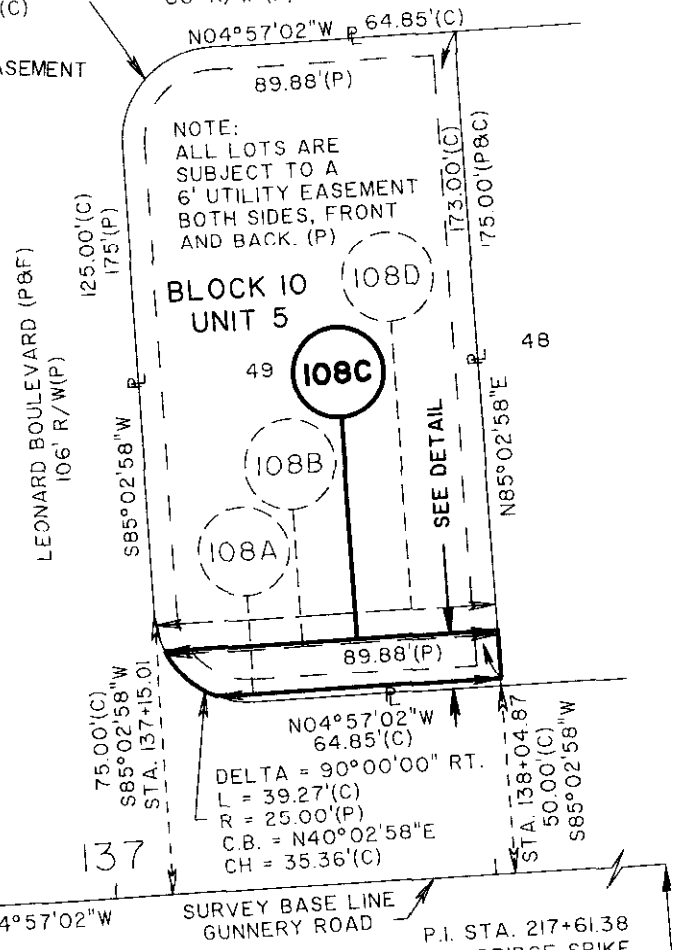
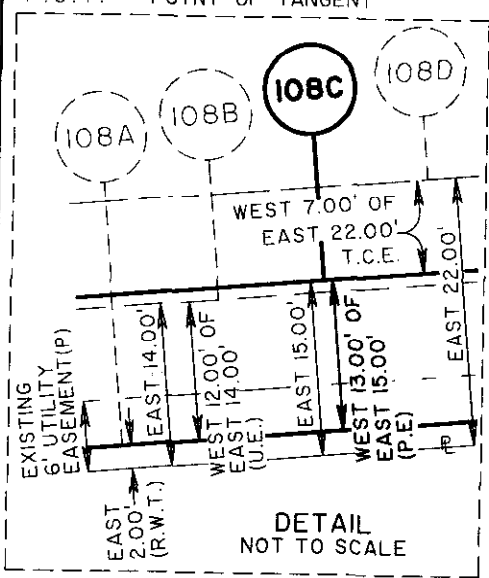
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 U.E. = UTILITY EASEMENT  
 P.I. = POINT OF INTERSECTION  
 P.O.T. = POINT OF TANGENT

**PARCEL NO. 108C (PERPETUAL EASEMENT)**  
**PROPERTY OWNER: KEVIN DILICH AND STEVE CORBETT**  
**STRAP NO. 04-45-26-05-00010.0490**  
**AREA OF PARENT TRACT: 456 S.F., M.O.L.**  
**AREA OF TAKE: 1,078 S.F., M.O.L.**



DELTA = 90°00'00" RT.  
 L = 39.27'(C)  
 R = 25.00'(P)  
 C.B. = N49°57'02"W  
 CH = 35.36'(C)

GRETCHEN AVENUE (F) 80' R/W (P)  
 GERALD AVENUE (P) 80' R/W (P)



**PARCEL 108C (PERPETUAL EASEMENT)**

**BUCKINGHAM COUNTY ROAD (P) 100' R/W (P)**

A 13.00 FOOT WIDE PERPETUAL EASEMENT BEING THE WEST 13.00 FEET OF THE EAST 15.00 FEET OF LOT 49, 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.

**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.

SAID LANDS CONTAIN 1,078 SQUARE FEET, MORE OR LESS.

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

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

BOB 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 1**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 108C 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: 7504-108C	COUNTY: LEE COUNTY

Lee County

County Lands Division

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

Parcels: 1086

STRAP No.: 04-45-26-05-00010.0490

THIS SPACE FOR RECORDING

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GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **KEVIN DILICH and STEVE CORBETT, as joint tenants with full rights of survivorship**, Owner, whose address is 114 Roosevelt Avenue, Lehigh Acres, FL 33972, 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 "A" 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 "A"), 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, PAUL LAMBERTUCCI, 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

\_\_\_\_\_  
Kevin Dilich, Grantor

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

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

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

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

\_\_\_\_\_  
Steve Corbett, 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 Kevin Dilich. 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 Steve Corbett. 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)



Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 1086  
STRAP No.: 04-45-26-05-00010.0490

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**GRANT OF PERPETUAL  
NON EXCLUSIVE BIKEPATH/SIDEWALK,  
ROADWAY DRAINAGE and SLOPE/RESTORATION EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **KEVIN DILICH and STEVE CORBETT as joint tenants with full rights of survivorship**, whose address is 114 Roosevelt Avenue, Lehigh Acres, FL 33972, hereinafter referred to as "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as "County":

**WITNESSETH:**

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

2. The County, its successors and assigns, are granted the right privilege, and authority to construct, replace, renew, extend and maintain a public bikepath/sidewalk and appurtenant drainage system and a roadway drainage system, and slope to stabilize the bikepath/sidewalk constructed thereon.

3. This easement does not limit the construction of the bikepath/sidewalk, drainage systems or slope to a particular type, style, material or design.

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

5. The County has the right to maintain the slope portion of this easement and will be responsible for maintenance of the bikepath/sidewalk and roadway drainage facility.

6. Grantors covenant that they are lawfully seized and possessed of the property described in Exhibit "A", and have lawful right to convey this non-exclusive easement subject to existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines. Grantor will not place any interfering landscape material in the easement. Also, the Grantor will prevent the creation of obstructions or conditions which are or may become dangerous to the public within the easement.

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

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

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

**TWO SEPARATE WITNESSES:**

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Kevin Dilich, Grantor

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

\_\_\_\_\_  
2nd Witness Signature

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

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Steve Corbett, Grantor

\_\_\_\_\_  
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 **Kevin Dilich**. 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 **Steve Corbett**. He is personally known to me or has  
produced \_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

## Division of County Lands

## Ownership and Easement Search

Search No. 04-45-26-05-00010.0490

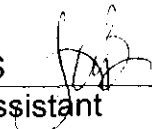
Date: January 12, 2005

Parcel: 108

Project: Gunnery Road/SR82 to Lee Blvd.,

Project No. 4055

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

From: Shelia A. Bedwell, CLS   
Property Acquisition Assistant

STRAP: 04-45-26-05-00010.0490

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

**Subject Property:** Lot 49, Block 10, Unit 5, Lehigh Estates, 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:

### **Kevin Dilich and Steve Corbett as joint tenants with full right of survivorship**

By that certain instrument dated May 13, 1998, recorded May 28, 1998, in Official Record Book 2965, Page 288, Public Records of Lee County, Florida.

### **Easements:**

1. Subject to a 6 foot Utility Easement, both sides front and back, as recited on the plat of "Lehigh Estates, Unit 5" 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 in Official Record Book 41, Page 264, Public Records of Lee County, Florida.
3. Subject to an order extending the district 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 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.

## Division of County Lands

### Ownership and Easement Search

Search No. 04-45-26-05-00010.0490

Date: January 12, 2005

Parcel: 108

Project: Gunnery Road/SR82 to Lee Blvd.,

Project No. 4055

NOTE 1: Subject to a mortgage in the original sum of \$23,825.78 recorded in Official Record Book 3007, Page 3672, Public Records of Lee County, Florida.

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 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 nor warranty as to its accuracy.**

**APPRAISAL REPORT GUNNERY ROAD PROJECT 4055**

**Parcel Identification**

**Project Parcel Number:** 108  
**Owner Name/Address:** Dilich, Kevin & Corbett, Steve JT, 4400 Leonard Boulevard S  
**Lee County STRAP Number:** 04-45-26-05-00010.0490  
**Legal Description:** Lot 49, Block 10, Unit 5, Lehigh Estates, PB 15, PG 85  
**History of Ownership:** No recent sale in previous five years  
**Interest Appraised:** Fee Simple ( ) Partial (X)  
**Assessed Value:** \$39,380  
**Effective Date of Appraisal:** December 9, 2004  
**Date of Report:** December 13, 2004

**Site Data**

**Parent Parcel - Overall Size:** 17,500 square feet  
**Frontage - Depth:** 100' X 175' (frontage calculated along Gunnery Road)  
**Acquisition Type:** Fee Take (X) - A 143 square feet  
Utility Easement (X) - B  
Perpetual Easement (X) - C 2,068 square feet  
Sidewalk (X)  
Drainage (X)  
Fill/Slope (X)  
**Parcel Remainder Size:** 15,289 square feet unencumbered, 2,068 encumbered  
**Existing Easements:** Utility (X) Drainage ( ) Road ( )  
**Corner Parcel (X) Interior Parcel ( )**  
**Topography - Level (X) Irregular ( )**  
**Soil Conditions - Typical (X) Require Correction ( )**  
**Flood Zone:** B **Panel #:** 125124 0375 B  
**Utilities Available:** Electricity (X)  
Telephone (X)  
Water ( )  
Sewer ( )  
**Zoning/Land Use:** C2/Central Urban  
**Adverse Conditions:** None  
**Supporting Services:** Lee County Sheriff and Fire  
**Miscellaneous:** Major corner influence of Leonard Boulevard  
**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:** N/A

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)

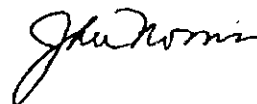
SUMMARY OF ANALYSIS  
Gunnery Road Project  
Parcel 108

Market Value of Fee Simple Interest in Parent Parcel	x	17,500 sf \$7.00 per sf	\$122,500.00	\$122,500.00
less: Market Value of Remainder				
* 17500 sf - 2068 sf proposed easement area and 143 sf fee take area		15289 sf *		
fee value per sf	x	\$7.00 per sf		
fee value of remainder			\$107,023.00	
less: *per county data Utility, Sidewalk, Drainage, Slope Esmt. B & C				
\$5.75 per sf times .50 (1 - .50 percentage of impact)	x	2,068 sf*		
remainder value for land within proposed easement			\$3,500 per sf	
			\$7,238.00	
Total Market Value of Remainder				\$114,261.00
Market Value of Part Taken				\$ 8,239.00
rounded to .....				<u>\$8,250.00</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 ..... (\$8,250.00)**

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: 110 A, B & C

STRAP No.: 04-45-26-05-00010.0460 and .0470

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 **SLAP SHOT INVESTMENTS, LLC, a Florida limited liability company**, whose address is 13300-56 South Cleveland Avenue, Fort Myers, FL 33907, 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 +/- 200 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 +/-1,200 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 bike path/sidewalk, roadway drainage and slope/restoration easement consisting of +/-1,300 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 Six Thousand Four Hundred Dollars and No/100 (\$6,400.00), 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 Bike path/sidewalk, roadway drainage 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: SLAP SHOT INVESTMENTS, LLC  
A Florida limited liability  
company

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

By: \_\_\_\_\_  
Its Managing Member (DATE)

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

\_\_\_\_\_  
Printed Name

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

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

BUYER:

CHARLIE GREEN, CLERK

**LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

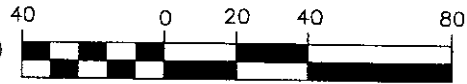
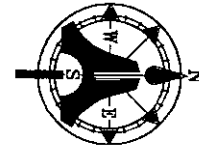
BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

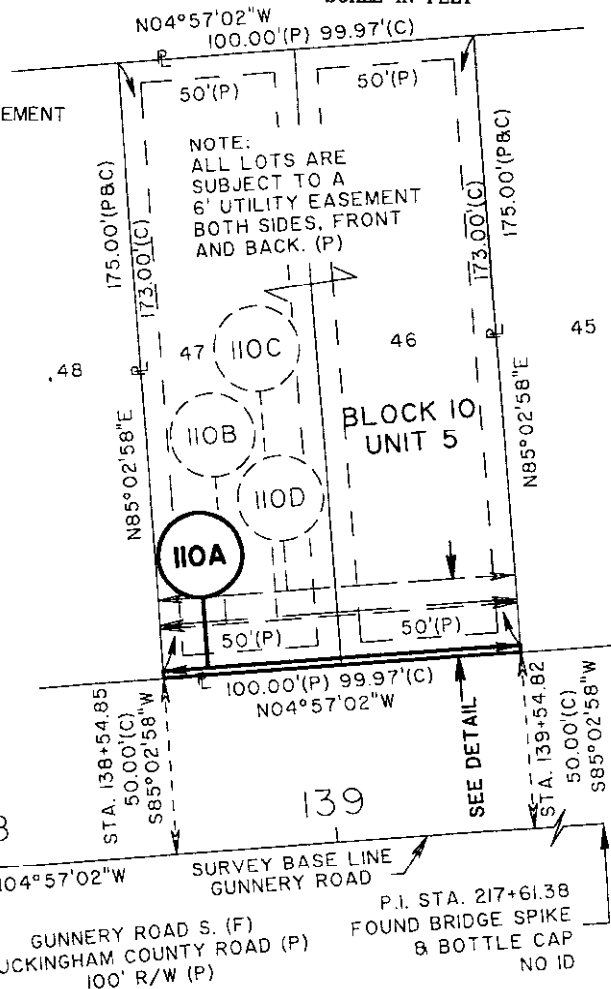
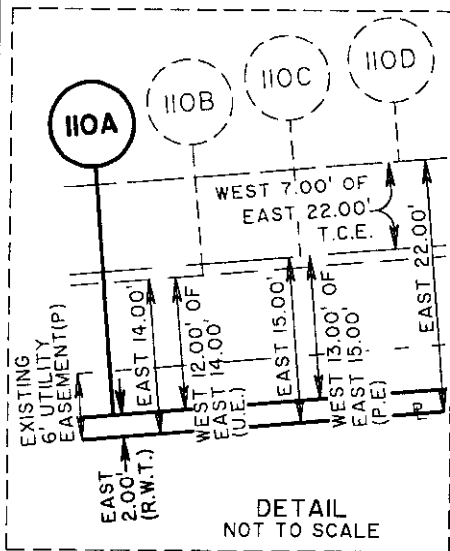
**LEGEND**  
 (C) = CALCULATED  
 (F) = FIELD  
 (P) = PLAT  
 C.B. = CHORD BEARING  
 CH = CHORD  
 ESMT. = EASEMENT  
 L = LENGTH  
 M.O.L. = MORE OR LESS  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 RL = PARENT TRACT  
 PROPERTY LINE  
 R = RADIUS  
 RT. = RIGHT  
 R/W = RIGHT OF WAY  
 S.F. = SQUARE FEET  
 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

PARCEL NO. 110A (RIGHT OF WAY TAKE)  
 PROPERTY OWNER: EUGENE F. STANGLIN AND RITA J. STANGLIN  
 STRAP NO. 04-45-26-05-00010.0460  
 STRAP NO. 04-45-26-05-00010.0470  
 AREA OF PARENT TRACT: 17,495 S.F., M.O.L.  
 AREA OF TAKE: 200 S.F., M.O.L.



GRETCHEN AVENUE (F)  
 GERALD AVENUE (P)  
 80' R/W (P)

SCALE IN FEET



PARCEL 110A  
 (RIGHT OF WAY TAKE)

A 2.00 FOOT WIDE RIGHT OF WAY TAKE BEING THE EAST 2.00 FEET OF LOTS 46 AND 47, 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.

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°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.

BOB POTTER, P.S.M.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5688

6/23/04  
 DATE

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

AIM Engineering & Surveying, Inc.



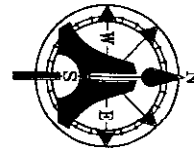
5300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 239/332-4569  
 FX:239/332-8734

Licensed Business Number 3114

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 110A 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: 7504-110A	COUNTY: LEE COUNTY

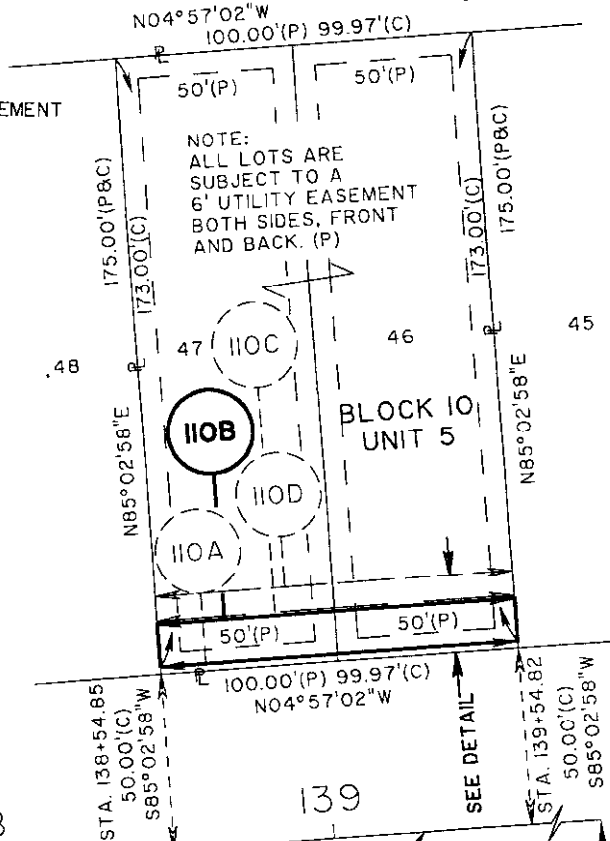
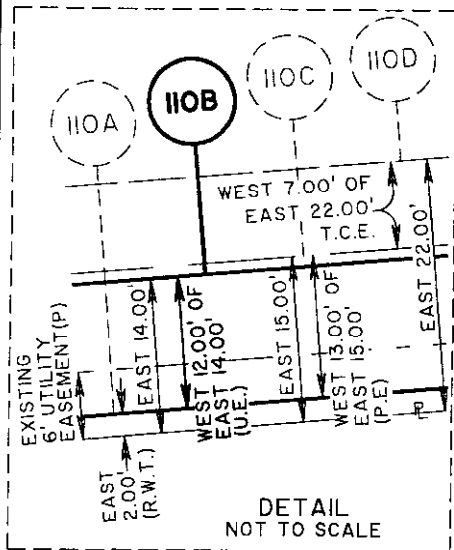
**LEGEND**  
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 R.W.T. = RIGHT OF WAY TAKE  
 U.E. = UTILITY EASEMENT  
 P.O.T. = POINT OF TANGENT  
 P.I. = POINT OF INTERSECTION

**PARCEL NO. 110B (UTILITY EASEMENT)**  
**PROPERTY OWNER: EUGENE F. STANGLIN AND RITA J. STANGLIN**  
**STRAP NO. 04-45-26-05-00010.0460**  
**STRAP NO. 04-45-26-05-00010.0470**  
**AREA OF PARENT TRACT: 17,495 S.F., M.O.L.**  
**AREA OF TAKE: 1,200 S.F., M.O.L.**



GRETCHEN AVENUE (F)  
 GERALD AVENUE (P)  
 80' R/W (P)

SCALE IN FEET



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

138  
 P.O.T. STATION 128+63.13  
 PARKER-KALON NAIL  
 & DISK "AIM ENG. LB 3114"  
 PARCEL 110B  
 (UTILITY EASEMENT)

139  
 SURVEY BASE LINE  
 GUNNERY ROAD  
 GUNNERY ROAD S. (F)  
 BUCKINGHAM COUNTY ROAD (P)  
 100' R/W (P)

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

A 12.00 FOOT WIDE UTILITY EASEMENT BEING THE WEST 12.00 FEET OF THE EAST 14.00 FEET OF LOTS 46 AND 47, 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.

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.

SAID LANDS CONTAIN 1,200 SQUARE FEET, MORE OR LESS.

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

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.  
 BOB POTTER, P.S.M.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO: 5688  
 DATE: 6/23/04

**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

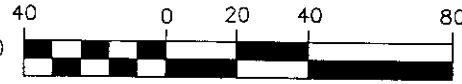
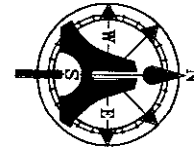
**THIS IS NOT A SURVEY SHEET 1 OF 1**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 110B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TWP-RBE 4-45S-26E
FILE: 7504-110B	COUNTY: LEE COUNTY

LEGEND  
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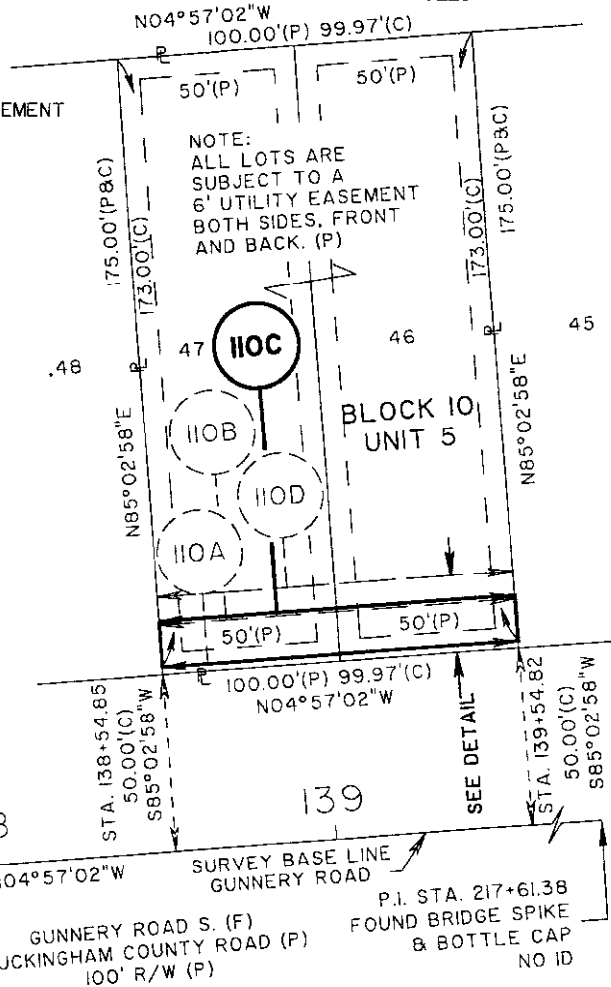
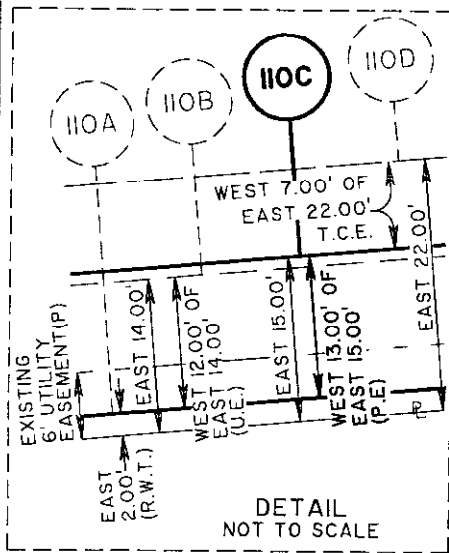
PARCEL NO. 110C (PERPETUAL EASEMENT)  
 PROPERTY OWNER: EUGENE F. STANGLIN AND RITA J. STANGLIN  
 STRAP NO. 04-45-26-05-00010.0460  
 STRAP NO. 04-45-26-05-00010.0470  
 AREA OF PARENT TRACT: 17,495 S.F., M.O.L.  
 AREA OF TAKE: 1,300 S.F., M.O.L.

EXHIBIT C



GRETCHEN AVENUE (F)  
 GERALD AVENUE (P)  
 80' R/W (P)

SCALE IN FEET



PARCEL 110C  
 (PERPETUAL EASEMENT)

A 13.00 FOOT WIDE PERPETUAL EASEMENT BEING THE WEST 13.00 FEET OF THE EAST 15.00 FEET OF LOTS 46 AND 47, 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.

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.

SAID LANDS CONTAIN 1,300 SQUARE FEET, MORE OR LESS.

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

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

BOB POTTER, P.S.M.  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5888

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 1

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 110C. 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: 7504-110C	COUNTY: LEE COUNTY



Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 110.6  
STRAP No.: 04-45-26-05-00010.0460 and .0470

THIS SPACE FOR RECORDING

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GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **SLAP SHOT INVESTMENTS, LLC, a Florida limited liability company**, whose address is 13300-56 South Cleveland Avenue, Fort Myers, FL 33907, 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 "A" 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 "A"), 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, SLAP SHOT INVESTMENTS, LLC, a Florida limited liability company, OWNER, has caused this document to be signed on the date first above written.**

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

SLAP SHOT INVESTMENTS, LLC  
A Florida limited liability  
company

By: \_\_\_\_\_  
Its Managing Member

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

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

\_\_\_\_\_  
Printed Name

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

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



THIS INSTRUMENT PREPARED BY:

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

Parcel: 1106

EXHIBIT "Y"

Project: Gunnary Road 4 Land (SR82 - Lee Blvd.), Project No. 4055  
Strap No.: 04-45-26-05-00010.0460 and .0470

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**GRANT OF PERPETUAL  
NON EXCLUSIVE BIKEPATH/SIDEWALK,  
ROADWAY DRAINAGE and SLOPE/RESTORATION EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **SLAP SHOT INVESTMENTS, LLC, a Florida limited liability company**, whose address is 13300-56 South Cleveland Avenue, Fort Myers, FL 33907, hereinafter referred to as "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as "County":

**WITNESSETH:**

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

2. The County, its successors and assigns, are granted the right privilege, and authority to construct, replace, renew, extend and maintain a public bikepath/sidewalk and appurtenant drainage system and a roadway drainage system, and slope to stabilize the bikepath/sidewalk constructed thereon.

3. This easement does not limit the construction of the bikepath/sidewalk, drainage systems or slope to a particular type, style, material or design.

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

5. The County has the right to maintain the slope portion of this easement and will be responsible for maintenance of the bikepath/sidewalk and roadway drainage facility.

6. Grantors covenant that they are lawfully seized and possessed of the property described in Exhibit "A", and have lawful right to convey this non-exclusive easement subject to existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines. Grantor will not place any interfering landscape material in the easement. Also, the Grantor will prevent the creation of obstructions or conditions which are or may become dangerous to the public within the easement.



**Division of County Lands**

**Updated Ownership and Easement Search**

Search No. 04-45-26-05-00010.0460 & .0470

Date: January 14, 2005

Parcel: 110

Project: Gunnery Road/SR82 to Lee Blvd.,

Project No. 4055

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

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant

STRAP: 04-45-26-05-00010.0460 and .0470

Effective Date: January 10, 2005, at 5:00 p.m.

**Subject Property:** Lots 46 and 47, Block 10, Unit 5, Lehigh Estates, Lehigh Acres, as recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**Slap Shot Investments, LLC, a Florida limited liability company.**

by that certain instrument dated December 17, 2004, recorded December 21, 2004, in Official Record Book 4534, Page 1464, Public Records of Lee County, Florida.

**Easements:**

1. Subject to a 6 foot Utility Easement, both sides front and back, as recited on the plat of "Lehigh Estates, Unit 5" 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 in Official Record Book 41, Page 264, Public Records of Lee County, Florida.
3. Subject to an order extending the district 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 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.

## Division of County Lands

### Updated Ownership and Easement Search

Search No. 04-45-26-05-00010.0460 & .0470

Date: January 14, 2005

Parcel: 110

Project: Gunnery Road/SR82 to Lee Blvd.,

Project No. 4055

NOTE(2): Mortgage executed by Ricardo Alvarez, a married man and Christina Alvarez, a single woman in favor of Florida Community Bank, dated March 22, 2004, recorded April 15, 2004, in Official Record Book 4258, Page 1047, Public Records of Lee County, Florida.

NOTE(3): Assignment of Leases and Rents between Ricardo Alvarez, a married man and Christina Alvarez, a single woman, and Florida Community Bank, recorded April 15, 2004 in Official Record Book 4258, Page 1054, 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:** 110  
**Owner Name/Address:** Alvarez, Christina & Ricardo, Tenants in Common,  
1589 Gretchen Avenue S  
**Lee County STRAP Number:** 04-45-26-05-00010.0460  
**Legal Description:** Lots 46 & 47, Block 10, Unit 5, Lehigh Estates, PB 15, PG 85  
**History of Ownership:** March 2004, \$50,000  
**Interest Appraised:** Fee Simple (X) Partial (X)  
**Assessed Value:** \$34,120  
**Effective Date of Appraisal:** December 9, 2004  
**Date of Report:** December 13, 2004

**Site Data**

**Parent Parcel - Overall Size:** 17,500 square feet  
**Frontage - Depth:** 100' X 175'  
**Acquisition Type:** Fee Take (X) - A 200 square feet  
Utility Easement (X) - B  
Perpetual Easement (X) - C 1,300 square feet  
Sidewalk (X)  
Drainage (X)  
Fill/Slope (X)  
**Parcel Remainder Size:** 16,000 sf unencumbered, 1,300 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:** N/A



**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)

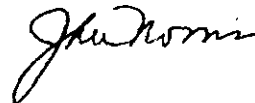
**SUMMARY OF ANALYSIS**  
 Gunnerly Road Project  
 Parcel 110

Market Value of Fee Simple Interest in Parent Parcel	x	17,500 sf \$5.75 per sf	\$100,625.00	\$100,625.00
less: Market Value of Remainder				
* 17500 sf - 1300 sf proposed easement area and 200 sf fee take area		16000 sf *		
fee value per sf	x	\$5.75 per sf	\$92,000.00	
fee value of remainder				
less: *per county data Utility, Sidewalk, Drainage, Slope Esmt. B & C		1,300 sf*		
\$5.75 per sf times .50 (1 - .50 percentage of impact)	x	\$2.875 per sf	\$3,737.50	
remainder value for land within proposed easement				
<b>Total Market Value of Remainder</b>				<u>\$95,737.50</u>
<b>Market Value of Part Taken</b>				<u>\$ 4,887.50</u>
<b>rounded to .....</b>				<u><b>\$4,900.00</b></u>

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

**TOTAL COMPENSATION DUE THE PROPERTY OWNER ..... (\$4,900.00)**

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: 111 A, B & C  
STRAP No.: 04-45-26-05-00010.0420 and .0440

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 **PAUL LAMBERTUCCI**, whose address is 18 clayton Avenue, 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 +/-244 square feet, in fee, 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 +/-1,834 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 bike path/sidewalk, roadway drainage and slope/restoration easement consisting of +/-2,991 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 Twelve Thousand dollars and No/100 (\$12,000.00), 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 public utility easement (the form of the easement is attached as Exhibit "X"), and a bike path/sidewalk, roadway drainage and 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

\_\_\_\_\_  
**Paul Lambertucci** (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)

PARCEL NO. 111A (RIGHT OF WAY TAKE)  
 PROPERTY OWNER: PAUL LAMBERTUCCI  
 STRAP NO. 04-45-26-05-00010.0420  
 STRAP NO. 04-45-26-05-00010.0440  
 AREA OF PARENT TRACT: 1.205 ACRES, M.O.L.  
 AREA OF TAKE: 244 S.F., M.O.L.

**PARCEL 111A  
 (RIGHT OF WAY TAKE)**

A RIGHT OF WAY TAKE BEING A PORTION OF LOTS 43, 44 AND 45, 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 45, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 139+54.82; THENCE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 45, A DISTANCE OF 2.00 FEET; THENCE N 04°57'02" W, PARALLEL WITH THE EAST LINE OF SAID LOTS 43, 44 AND 45, A DISTANCE OF 117.89 FEET; THENCE N 08°32'41" E, A DISTANCE OF 8.57 FEET TO THE EAST LINE OF LOT 43; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOTS 43, 44 AND 45, A DISTANCE OF 126.22 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 244 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.

PREPARED BY:  
 AIM ENGINEERING & SURVEYING, INC.

*[Signature]* 6/23/04  
 BOB L. POTTER, P.S.M. DATE:  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5688

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

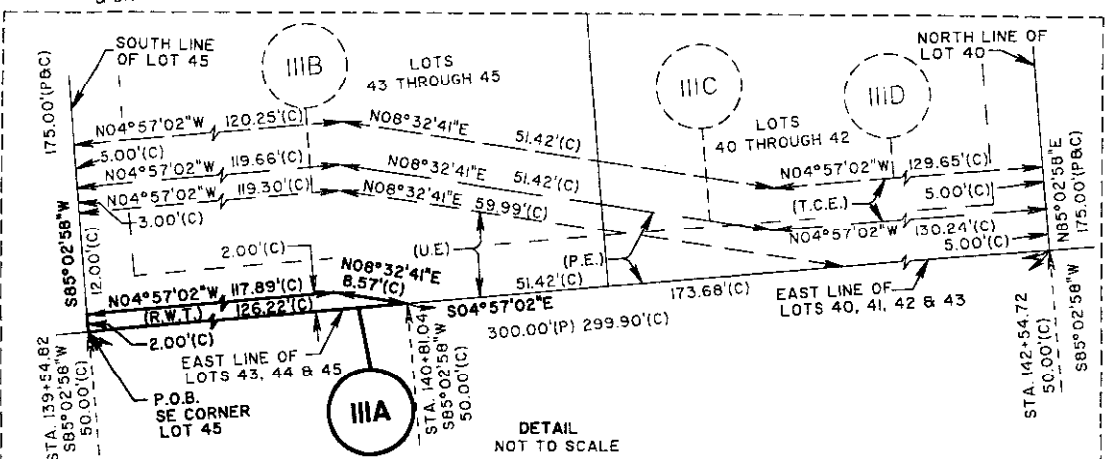
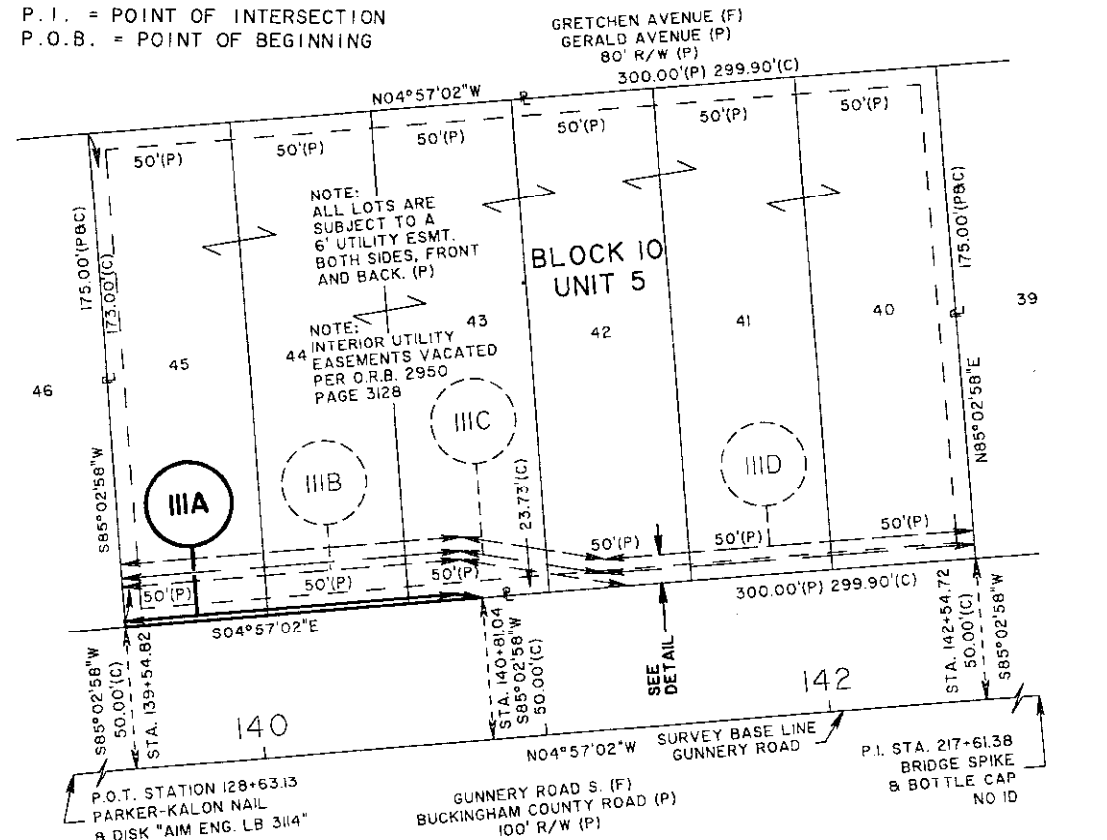
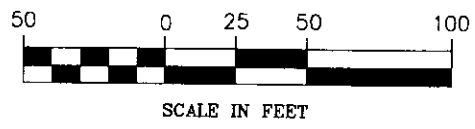
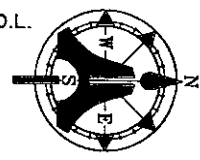
**THIS IS NOT A SURVEY SHEET 1 OF 2**

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 111A 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: 7504-111A
	COUNTY: LEE COUNTY



- LEGEND**  
 (C) = CALCULATED  
 (F) = FIELD  
 (P) = PLAT  
 ESMT. = EASEMENT  
 M.O.L. = MORE OR LESS  
 P.B. = PLAT BOOK  
 PG. = PAGE  
 R = PARENT TRACT  
 PROPERTY LINE  
 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. IIIA (RIGHT OF WAY TAKE)  
 PROPERTY OWNER: PAUL LAMBERTUCCI  
 STRAP NO. 04-45-26-05-00010.0420  
 STRAP NO. 04-45-26-05-00010.0440  
 AREA OF PARENT TRACT: 1205 ACRES, M.O.L.  
 AREA OF TAKE: 244 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 111A 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: 7504-111A	COUNTY: LEE COUNTY

# Exhibit "B"

PARCEL NO. 111B (UTILITY EASEMENT)  
 PROPERTY OWNER: PAUL LAMBERTUCCI  
 STRAP NO. 04-45-26-05-00010.0420  
 STRAP NO. 04-45-26-05-00010.0440  
 AREA OF PARENT TRACT: 1.205 ACRES, M.O.L.  
 AREA OF TAKE: 1,834 S.F., M.O.L.

PARCEL 111B  
 (UTILITY EASEMENT)

A UTILITY EASEMENT LYING IN LOTS 42, 43, 44 AND 45, 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 45, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 139+54.82; THENCE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 45, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 45, A DISTANCE OF 12.00 FEET; THENCE N 04°57'02" W, PARALLEL WITH THE EAST LINE OF SAID LOTS 43, 44 AND 45, A DISTANCE OF 119.30 FEET; THENCE N 08°32'41" E, A DISTANCE OF 59.99 FEET TO THE EAST LINE OF SAID LOT 42; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOTS 42 AND 43, A DISTANCE OF 51.42 FEET; THENCE S 08°32'41" W, A DISTANCE OF 8.57 FEET; THENCE S 04°57'02" E, PARALLEL WITH THE EAST LINE OF SAID LOTS 43, 44 AND 45, A DISTANCE OF 117.89 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 1,834 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.

BOB L. POTTER, P.S.M. DATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5688

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 111B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD	DATE: 6/23/04	SEC-TWP-R6E: 4-45S-26E	FILE: 7504-111B	COUNTY: LEE COUNTY
DRAWN BY: LWC	CLIENT: LEE COUNTY				



PARCEL NO. 111C (PERPETUAL EASEMENT)  
 PROPERTY OWNER: PAUL LAMBERTUCCI  
 STRAP NO. 04-45-26-05-00010.0420  
 STRAP NO. 04-45-26-05-00010.0440  
 AREA OF PARENT TRACT: 1.205 ACRES, M.O.L.  
 AREA OF TAKE: 2,991 S.F., M.O.L.

CONTACT **C**

PARCEL 111C  
 (PERPETUAL EASEMENT)

A PERPETUAL EASEMENT LYING IN LOTS 40, 41, 42, 43, 44 AND 45, 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 45, SAID POINT LYING 50.00 FEET S 85°02'58" W OF GUNNERY ROAD SURVEY BASE LINE STATION 139+54.82; THENCE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 45, A DISTANCE OF 2.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 85°02'58" W, ALONG THE SOUTH LINE OF SAID LOT 45, A DISTANCE OF 15.00 FEET; THENCE N 04°57'02" W, PARALLEL WITH THE EAST LINE OF SAID LOTS 43, 44 AND 45, A DISTANCE OF 119.66 FEET; THENCE N 08°32'41" E, A DISTANCE OF 51.42 FEET; THENCE N 04°57'02" W, PARALLEL WITH THE EAST LINE OF SAID LOTS 40, 41 AND 42, A DISTANCE OF 130.24 FEET TO THE NORTH LINE OF SAID LOT 40; THENCE N 85°02'58" E, ALONG THE NORTH LINE OF SAID LOT 40, A DISTANCE OF 5.00 FEET TO THE EAST LINE OF SAID LOT 40; THENCE S 04°57'02" E, ALONG THE EAST LINE OF SAID LOTS 40, 41, 42 AND 43, A DISTANCE OF 173.68 FEET; THENCE S 08°32'41" W, A DISTANCE OF 8.57 FEET; THENCE S 04°57'02" E, PARALLEL WITH THE EAST LINE OF SAID LOTS 43, 44 AND 45, A DISTANCE OF 117.89 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAIN 2,991 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.

*Bob L. Potter*  
 BOB L. POTTER, P.S.M. DATE  
 PROFESSIONAL SURVEYOR AND MAPPER  
 FLORIDA CERTIFICATE NO. 5688

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:239/332-6734

Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 2

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 111C 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: 7504-111C
	COUNTY: LEE COUNTY



Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 1116  
STRAP No.: 04-45-26-05-00010.0420 and .0440

THIS SPACE FOR RECORDING

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GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **PAUL LAMBERTUCCI**, Owner, whose address is 18 clayton Avenue, 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 "A" 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 "A"), 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, PAUL LAMBERTUCCI, 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

\_\_\_\_\_  
Paul Lambertucci, 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 Paul Lambertucci. 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)



Lee County  
County Lands Division  
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055  
Parcels: 111C  
STRAP No.: 04-45-26-05-00010.0420 and .0440

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**GRANT OF PERPETUAL  
NON EXCLUSIVE BIKEPATH/SIDEWALK,  
ROADWAY DRAINAGE and SLOPE/RESTORATION EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between **PAUL LAMBERTUCCI**, whose address is 18 Clayton Avenue, Lehigh Acres, FL 33936, hereinafter referred to as "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as "County":

**WITNESSETH:**

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

2. The County, its successors and assigns, are granted the right privilege, and authority to construct, replace, renew, extend and maintain a public bikepath/sidewalk and appurtenant drainage system and a roadway drainage system, and slope to stabilize the bikepath/sidewalk constructed thereon.

3. This easement does not limit the construction of the bikepath/sidewalk, drainage systems or slope to a particular type, style, material or design.

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

5. The County has the right to maintain the slope portion of this easement and will be responsible for maintenance of the bikepath/sidewalk and roadway drainage facility.

6. Grantors covenant that they are lawfully seized and possessed of the property described in Exhibit "A", and have lawful right to convey this non-exclusive easement subject to existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines. Grantor will not place any interfering landscape material in the easement. Also, the Grantor will prevent the creation of obstructions or conditions which are or may become dangerous to the public within the easement.

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

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

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

**TWO SEPARATE WITNESSES:**

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Paul Lambertucci, Grantor

\_\_\_\_\_  
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 **Paul Lambertucci**. He is personally known to me or has  
produced \_\_\_\_\_ as identification.  
(type of identification)

\_\_\_\_\_  
(Signature of Notary Public)  
\_\_\_\_\_

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

Search No. 04-45-26-05-00010.0420 &  
04-45-26-05-00010.0440

Date: January 13, 2005

Parcel: 111

Project: Gunnery Road/SR 82 to Lee Blvd.

Project No. 4055

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

From: Shelia A. Bedwell  
Property Acquisition Assistant

STRAP: 04-45-26-05-00010.0420 & 04-45-26-05-00010.0440

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

**Subject Property:** See attached Schedule "X"

Title to the subject property is vested in the following:

***Paul Lambertucci***

By those certain instruments dated October 23, 1985, recorded November 1, 1985 in Official Record Book 1812, Page 632; dated November 1, 1989, recorded November 17, 1989 in Official Record Book 2109, Page 4652; dated October 26, 1994, recorded November 18, 1994 in Official Record Book 2552, Page 2850; dated September 20, 1995, recorded September 22, 1995, in Official Record Book 2637, Page 319, all recorded in the 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 Resolution No. 98-04-06 adopted by the Lee County B.O.C.C., which vacates utility easements along side lot lines of P.U.E. that were established by the plat of "Unit 5, Lehigh Estates," Plat Book 15, Page 85. Public Records of Lee County, Florida. Said resolution recorded in Official Record Book 2950, Page 3218, Public Records of Lee County, Florida.
3. 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.
4. Subject to Order Extending East County Water District Control Boundaries, recorded in Official Record Book 67, Page 673, Public Records of Lee County, Florida.
5. Subject to a Declaration of Restrictions recorded in Official Record Book 84, Page 310, Public Records of Lee County, Florida.
6. Subject to a Water and Sewer Easement Agreement recorded in Official Record Book 327, Page 119, Public Records of Lee County, Florida.
7. 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. 04-45-26-05-00010.0420 &  
04-45-26-05-00010.0440

Date: January 13, 2005

Parcel: 111

Project: Gunnery Road/SR 82 to Lee Blvd.

Project No. 4055

NOTE(1): Subject to a mortgage in the original sum of \$70,000.00, recorded in Official Record Book 3092, Page 1630, Public Records of Lee County, Florida. Affects lots 40, 41, 42 and 43 in Block 10 on plat of "Unit 5, Lehigh Estates," Plat Book 15, Page 85, Public Records of Lee County, Florida.

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.

NOTE(3): Subject to a Notice of Development Order Approval recorded in Official Record Book 3424, Page 4494, Public Records of Lee County, Florida.

**Tax Status: 2004 taxes are due and payable for 04-45-26-05-00010.0420 and paid in full for 04-45-26-05-00010.0440**

*(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. 04-45-26-05-00010.0420 &  
04-45-26-05-00010.0440

Date: January 13, 2005

Parcel: 111

Project: Gunnery Road/SR 82 to Lee Blvd.

Project No. 4055

**Schedule "X"**

Lots 40, 41, 42, 43, 44 and 45, Block 10, Unit 5, LEHIGH ESTATES.

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.

**APPRAISAL REPORT GUNNERY ROAD PROJECT 4055**

**Parcel Identification**

**Project Parcel Number:** 111  
**Owner Name/Address:** Lambertucci, Paul, 1585 Gretchen Avenue S  
**Lee County STRAP Number:** 04-45-26-05-00010.0040-.0450  
**Legal Description:** Lots 40-45, 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:** \$170,380  
**Effective Date of Appraisal:** December 9, 2004  
**Date of Report:** December 13, 2004

**Site Data**

**Parent Parcel - Overall Size:** 52,500 square feet  
**Frontage - Depth:** 300' X 175'  
**Acquisition Type:** Fee Take (X) - A 244 square feet  
Utility Easement (X) - B  
Perpetual Easement (X) - C 2,991 square feet  
Sidewalk (X)  
Drainage (X)  
Fill/Slope (X)  
**Parcel Remainder Size:** 49,265 sf unencumbered, 2,991 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 ( ) Site (X) Structure (X) Office/Warehouse facility

**Description of improvements within take area:** Sod, shrubbery and trees all to be replaced by County

**Valuation**

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

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

**Value of Improvements:** All impacted site improvements to be replaced by County

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

**SUMMARY OF ANALYSIS**

**Gunnery Road Project  
Parcel 111**

<b>Market Value of Fee Simple Interest in Parent Parcel</b>	x	52,500 sf <u>\$5.75</u> per sf	\$301,875.00	\$301,875.00
<b>less: Market Value of Remainder</b>				
* 52500 sf - 2991 sf proposed easement area and 244 sf fee take area		49265 sf *		
fee value per sf	x	<u>\$5.75</u> per sf	\$283,273.75	
fee value of remainder				
<b>less: *per county data Utility, Sidewalk, Drainage, Slope Esmt. B &amp; C</b>		2,991 sf*		
\$5.75 per sf times .50 (1 - .50 percentage of impact)	x	<u>\$2.875</u> per sf	\$8,599.13	
remainder value for land within proposed easement				
<b>Total Market Value of Remainder</b>				<u>\$291,872.88</u>
<b>Market Value of Part Taken</b>				<u>\$ 10,002.13</u>
<b>rounded to .....</b>				<u><b>\$10,000.00</b></u>

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

**TOTAL COMPENSATION DUE THE PROPERTY OWNER ..... (\$10,000.00)**

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



