

Lee County Board Of County Commissioners  
Agenda Item Summary

Blue Sheet No. 20050645

**1. ACTION REQUESTED/PURPOSE:** Approve agreement between Lee County and Lowe's Home Centers, Inc., granting permission to include two County-owned parcels in an application to rezone property in Bonita Springs.

**2. WHAT ACTION ACCOMPLISHES:** Authorizes the inclusion of County-owned property in an application to rezone property to Commercial Planned Development (CPD) designation in Bonita Springs.

**3. MANAGEMENT RECOMMENDATION:**

**4. Departmental Category:** C 12 A **5. Meeting Date:** 05-24-2005

<b>6. Agenda:</b>		<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b>	
<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute			Commissioner	
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance			Department <u>County Attorney/DOT</u>	
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code			Division <u>Land Use</u>	
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other			By: <u>Donna Marie Collins</u>	
<input type="checkbox"/> Walk-On				<b>Donna Marie Collins/Don Deberry</b>	

**9. Background:**  
Lowe's Home Centers, Inc. (Lowe's) owns two parcels of land north of Bonita Beach Road. Lowe's has filed an application for a Commercial Planned Development with the City of Bonita Springs. The Master Concept Plan for the proposed project includes two County parcels consisting of a 60-foot wide strip owned in fee simple and a 10-foot easement adjacent thereto. The County property is located between the two parcels owned by Lowe's and creates an impediment to the development of Lowe's property as a unified project unless relocated to the perimeter of the site. Lowe's has proposed to relocate and enlarge the area in exchange for the County's authorization to include both parcels in the pending CPD zoning application with the City of Bonita Springs.

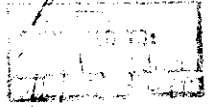
The County property is used to provide water quality treatment and detention for surface water from Bonita Beach Road, and also to convey surface water from Bonita Beach Road and the dog track parcel located south of the road to Oak Creek. Lee County, having jurisdiction over Bonita Beach Road, is in the process of designing improvements to the road that will benefit from the relocation and enlargement of the County property. Lowe's has offered an alternate parcel consisting of greater square footage to address the County's enhanced water management needs in connection with its improvements to Bonita Beach Road. In return, Lowe's desires the County to: 1) authorize the inclusion of the two County-owned parcels within Lowe's pending zoning request; and 2) confirm that the County will willingly release its interests in the two parcels if the Lowe's project is ultimately approved and constructed. This exchange of property would be accomplished in accordance with the procedure set forth in Florida Statutes, Chapter 125, specifically Section 125.37, pertaining to the exchange of County property. (Continued on Page 2)

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
				<u>Tracy</u>	Analyst	Risk	Grants	Mgr.	
				<u>Tracy</u>	<u>5/10/05</u>	<u>5/10/05</u>	<u>5/10/05</u>	<u>5/11/05</u>	<u>[Signature]</u>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other



RECEIVED BY COUNTY ADMIN: RF  
5-10-05 MB  
3pm  
COUNTY ADMIN FORWARDED TO: RF  
5-12-05  
3pm

Lowe's Home Centers, Inc.  
Agreement  
Bluesheet #20050645  
Page 2 of 2

County staff recommends that the Board approve a proposed agreement between Lee County and Lowe's Home Centers, Inc., as it provides for the incorporation of several features that are designed to accommodate and enhance surface water conveyance and water treatment.

Attachment: Draft Agreement

## AGREEMENT

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2005, by and between LOWE'S HOME CENTERS, INC., Highway 268 East, North Wilkesboro, NC 28659 ("Lowe's"), and LEE COUNTY, FLORIDA, P.O. Box 398, Fort Myers, Florida 33902 ("County").

WHEREAS, County is the owner, in fee simple, of a sixty foot wide strip of land located north of Bonita Beach Road in Bonita Springs, Florida, which parcel is more particularly described in Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, County additionally owns a ten foot easement abutting the sixty foot strip, which is more particularly described in Exhibit "B" attached hereto and incorporated herein by reference; and

WHEREAS, a ditch located within the sixty foot strip is currently used to provide water quality treatment and detention for surface water from Bonita Beach Road; and

WHEREAS, a second ditch within the sixty foot strip currently conveys surface water from Bonita Beach Road and the Dog Track parcel located south of it to Oak Creek; and

WHEREAS, County has jurisdiction over Bonita Beach Road; and

WHEREAS, County is in the process of designing improvements to Bonita Beach Road; and

WHEREAS, Lowe's is the owner of the parcels described in Exhibit "C" attached hereto and incorporated herein by reference, which property abuts the County parcels on both the east and west sides; and

WHEREAS, Lowe's has filed an application for a commercial planned development ("CPD") on its property; and

WHEREAS, the master concept plan ("MCP") for the proposed Lowe's includes the County parcels; and

WHEREAS, the zoning application for the Lowe's project cannot be found sufficient unless County authorizes Lowe's to include the two parcels in the application; and

WHEREAS, Lowe's has provided an alternative solution to County's water management needs, involving more square footage of treatment area than currently exists, which would permit County to release its interest in its two parcels if the Lowe's project is ultimately approved and built.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. County agrees to authorize Lowe's to include the parcels described in Exhibits "A" and "B" in the ongoing CPD application (DCI2003-00069).

2. The MCP for the Lowe's project must at all times contain, at a minimum, the following features:

- a. a water quality detention swale running parallel to Bonita Beach Road, west of the proposed project access, as shown on Exhibit "D" attached hereto and incorporated herein by reference;
- b. a 50 foot wide strip, for additional detention for Bonita Beach Road runoff, as shown on Exhibit "D;"
- c. a 20 foot easement running north and south adjacent to the 50 foot strip described in b. above, to be dedicated to County for maintenance purposes;
- d. a water quality detention area east of the proposed project access, as shown on Exhibit "D;" and
- e. a conveyance pipe for the Dog Track's storm water discharge, to be provided within a 20 foot easement in accordance with Exhibit "E."

3. If, and only if, the CPD is approved by the City of Bonita Springs, and Lowe's subsequently receives a development order for the project, Lowe's will convey the property described in Paragraph 2.b. above to Lee County in fee simple, and will grant perpetual easements to County for the remaining areas described in Paragraph 2 above, and County will release its interests in the parcels described in Exhibits "A"

and "B" to Lowe's in accordance with the procedures set forth in section 125.37 Florida Statutes for the exchange of county property. This exchange of property must occur prior to the approval of building permits for the Lowe's property or the commencement of site work affecting the use of the parcels in Exhibits "A" and "B."

Witnesses: LOWE'S HOME CENTERS, INC.

\_\_\_\_\_  
Print Name: \_\_\_\_\_  
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\_\_\_\_\_  
Print Name: \_\_\_\_\_

STATE OF FLORIDA     )  
  )  
COUNTY OF LEE        )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2005, by \_\_\_\_\_, as \_\_\_\_\_ of LOWE'S HOME CENTERS, INC., on behalf of the corporation, who is personally known to me or who has produced \_\_\_\_\_ as identification.

My Commission Expires: \_\_\_\_\_  
Notary Public  
\_\_\_\_\_  
Printed Name

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

ATTEST:  
Charlie Green, Clerk

By: \_\_\_\_\_  
Douglas St. Cerny, Chairman

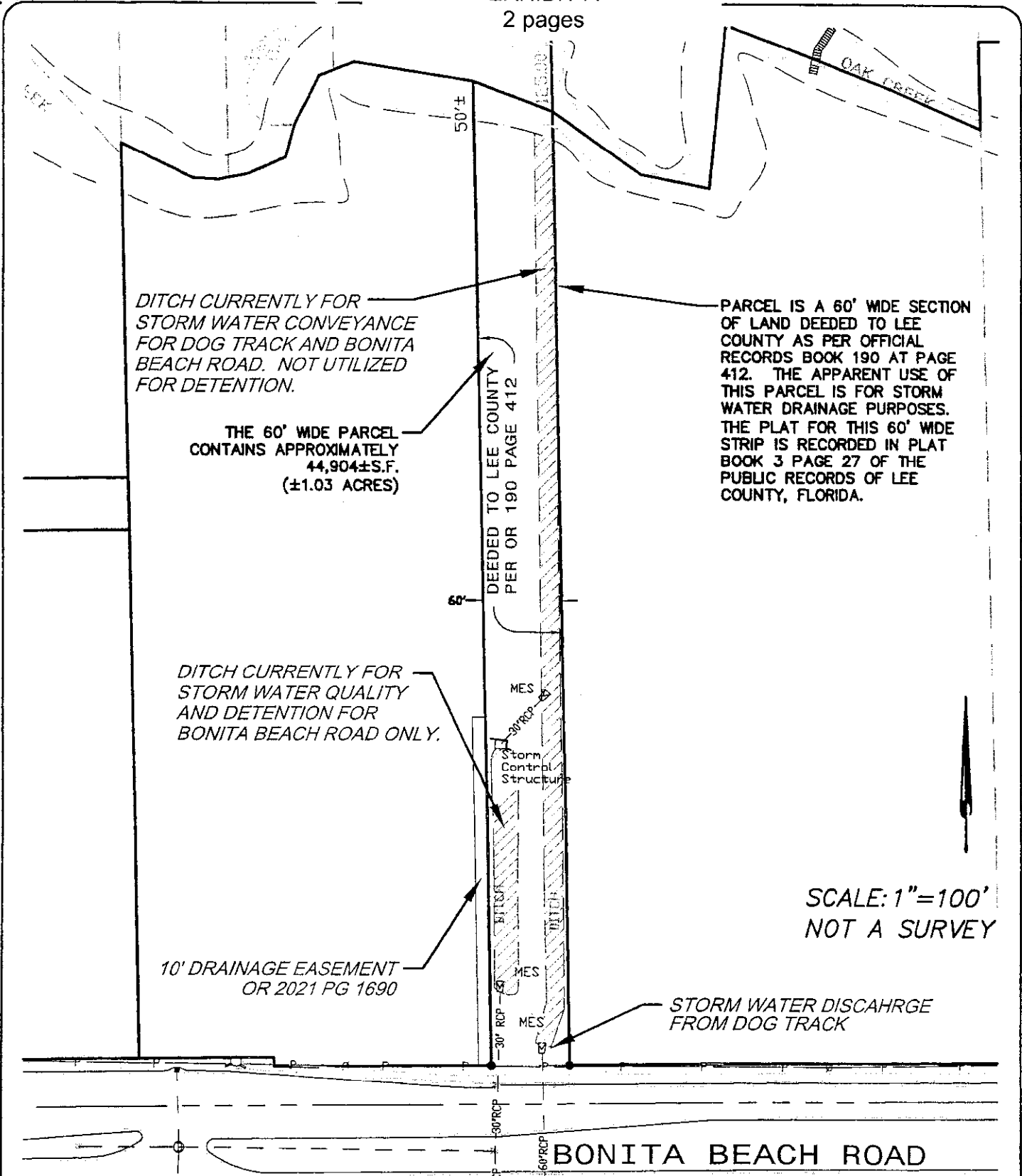
By: \_\_\_\_\_  
Deputy Clerk

APPROVED AS TO FORM

By: \_\_\_\_\_  
County Attorney's Office

- Exhibits:
- A. Sixty-foot wide strip of land owned by Lee County
  - B. Ten-foot easement owned by Lee County
  - C. Parcels currently owned by Lowe's Home Centers, Inc.
  - D. Fifty-foot wide strip to be conveyed by Lowe's to Lee County
  - E. Twenty-foot easement running north and south, adjacent to the 50-foot strip described in Exhibit D

EXHIBIT A  
2 pages



3010 Royal Blvd. South  
Suite 100  
Alpharetta, GA 30022  
(770) 619-4280  
www.sce-atlanta.com

Project Description  
**LOWE'S of BONTIA SPRINGS, FL**  
A Development By  
**LOWE'S ENGINEERING & CONSTRUCTION**  
SEC. 35, TWP. 47 S., RGE. 25 E.  
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

Drawn: BL Designer: BL Date: 1/25/05

Sheet Title  
**60' WIDE LEE COUNTY PARCEL**

Drawing Number  
**EX-A**

P:\2005\103017\03017 - Canola\103017.dwg - Ewes

Know all men by these presents that the undersigned, the members of the Board of Directors of the Florida Power and Light Company, do hereby certify that the following is a true and correct copy of the minutes of the meeting of the Board of Directors of the Florida Power and Light Company, held at the City of Jacksonville, Florida, on the 15th day of August, 1934.

**Resolved:** That the undersigned do hereby certify that the sum of \$100,000 and other moneys and credits in their hands and control, and all other moneys and credits in their hands and control, are hereby assigned to the Florida Power and Light Company, Florida, in full payment of the indebtedness of the Florida Power and Light Company, Florida, to the Florida Power and Light Company, Florida, in the sum of \$100,000 and other moneys and credits in their hands and control.

The undersigned do hereby certify that the sum of \$100,000 and other moneys and credits in their hands and control, and all other moneys and credits in their hands and control, are hereby assigned to the Florida Power and Light Company, Florida, in full payment of the indebtedness of the Florida Power and Light Company, Florida, to the Florida Power and Light Company, Florida, in the sum of \$100,000 and other moneys and credits in their hands and control.

*[Handwritten signatures and names]*  
J. L. HANEY  
W. L. HANEY  
J. L. HANEY  
W. L. HANEY

**Together** with all the moneys, credits and securities in their hands and control, they do hereby certify that the sum of \$100,000 and other moneys and credits in their hands and control, and all other moneys and credits in their hands and control, are hereby assigned to the Florida Power and Light Company, Florida, in full payment of the indebtedness of the Florida Power and Light Company, Florida, to the Florida Power and Light Company, Florida, in the sum of \$100,000 and other moneys and credits in their hands and control.

**To Have and to Hold** the same in fee simple to the Florida Power and Light Company, Florida, in full payment of the indebtedness of the Florida Power and Light Company, Florida, to the Florida Power and Light Company, Florida, in the sum of \$100,000 and other moneys and credits in their hands and control.

**And** the undersigned do hereby certify that the sum of \$100,000 and other moneys and credits in their hands and control, and all other moneys and credits in their hands and control, are hereby assigned to the Florida Power and Light Company, Florida, in full payment of the indebtedness of the Florida Power and Light Company, Florida, to the Florida Power and Light Company, Florida, in the sum of \$100,000 and other moneys and credits in their hands and control.

**In Witness Whereof**

the undersigned have caused these presents to be signed in their names and the corporate seal to be hereunto affixed by its proper officers, this 15th day of August, 1934, at the City of Jacksonville, Florida.

*[Handwritten signatures]*  
Witness my hand and the seal of the Florida Power and Light Company, Florida, this 15th day of August, 1934.

STATE OF FLORIDA  
COUNTY OF JACKSONVILLE

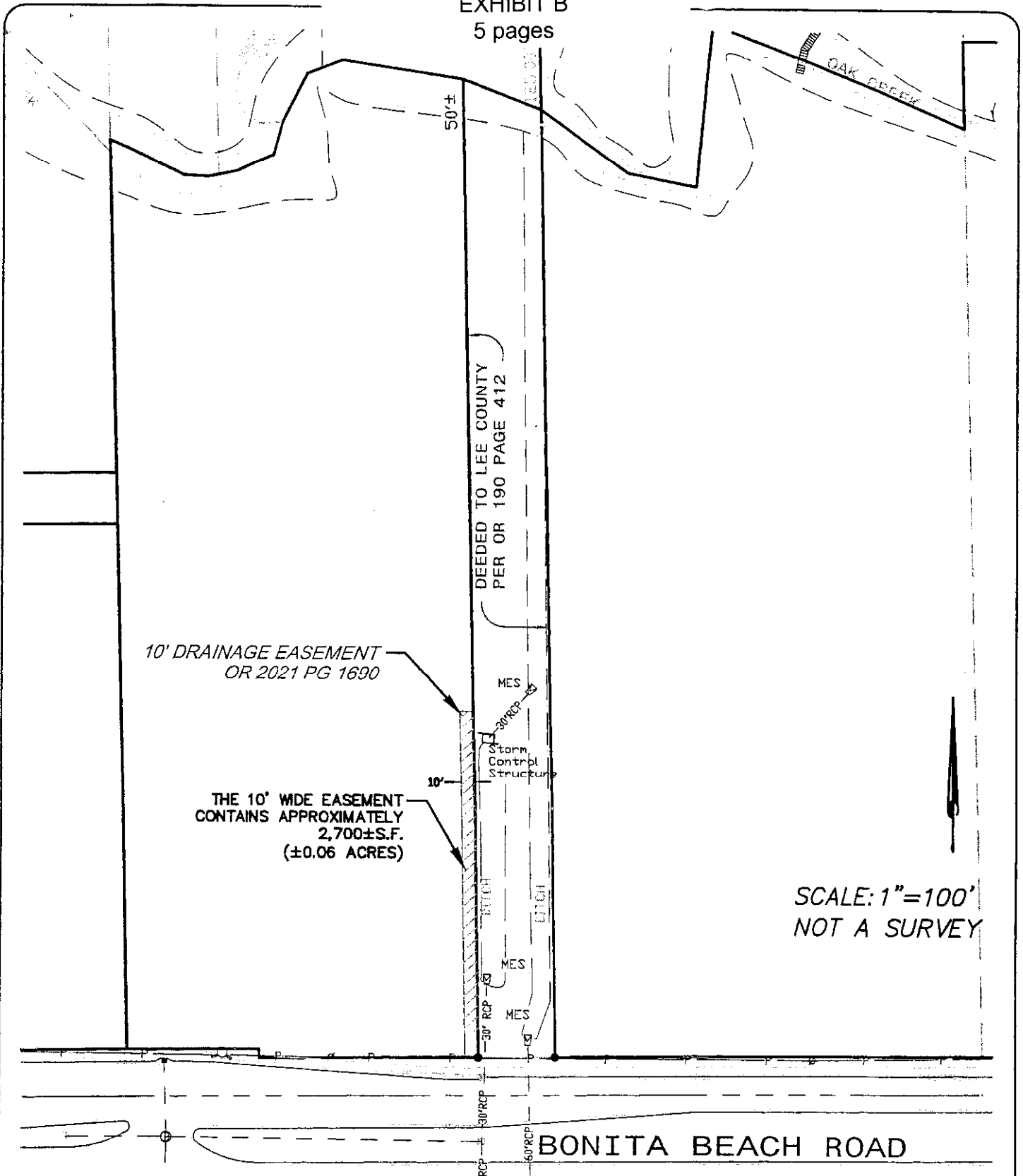
I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State of Florida, appeared JOHN L. HANEY and W. L. HANEY, and they acknowledged to me that they executed the foregoing instrument for the purposes and consideration therein expressed.

My commission expires on the 15th day of August, 1934.

*[Handwritten signature]*  
M. J. Clark



EXHIBIT B  
5 pages



3010 Royal Blvd. South  
Suite 100  
Alpharetta, GA 30022  
(770) 619-4280  
www.sce-atlanta.com

Project Description  
**LOWE'S of BONTIA SPRINGS, FL**  
A Development By  
**LOWE'S ENGINEERING & CONSTRUCTION**  
SEC. 35, TWP. 47 S., RGE. 25 E.  
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

Drawn: BL  
Designer: BL  
Date: 1/25/06

Sheet Title  
**10' WIDE LEE COUNTY DRAINAGE EASEMENT**

Drawing Number  
**EX-B**

P:\2002\03017\03017-Exhibit\03017-exa-1.dwg

19.50  
110.00

2531874 PERPETUAL

STORMWATER DRAINAGE SWALE MAINTENANCE EASEMENT GRANT

EXHIBIT "B"

OR2021

PG1690

THIS INDENTURE, made and entered into this 12<sup>th</sup> day of August, 1988, between First National Bank of Bonita Springs, hereinafter referred to as Grantor, and LEE COUNTY, a political subdivision of the State of Florida, whose address is P. O. Box 398, Fort Myers, Florida 33902, hereinafter referred to as Grantee:

WITNESSETH:

1. For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby grant to the Grantee, its successors, licensees and assigns the use of a non-exclusive drainage swale maintenance easement situated in Lee County, Florida, and located and described as set forth in Exhibit "B-1" attached hereto and made a part hereof.

2. Grantee, its successors, licensees and assigns, are granted the right, privilege, and authority to use the above-described easement as a private right-of-way to allow construction and maintenance of a stormwater drainage swale, and other appurtenances, to be located under, across and through the adjoining drainage right-of-way property as described in O. R. Book 190, Page 412 of the Public Records of Lee County, Florida. Purchaser shall have the additional authority to use this easement to remove, replace, repair and enlarge said adjoining drainage system, and trim and remove roots, trees, shrubs, bushes and plants and remove fences which affect the operation of the drainage swale, together with the right of ingress and egress to said easement at all times.

3. The area of this stormwater drainage maintenance easement is reserved for providing access to the adjoining

RETURN TO:  
LEE COUNTY REAL ESTATE DEPT.

© 1988 LEE COUNTY REAL ESTATE DEPT.

"EXHIBIT B"

Documentary Tax Paid \$ 110.00  
Lee County Tax Pk.  
*[Signature]*

drainage swale, except that it may be used by Grantor for landscaping (excluding trees), walkways, roadways, drainage way, signage or similar uses provided such uses do not interfere with construction, operation or maintenance of the drainage swale by the Grantee. Houses, fences, buildings, carports, garages, storage sheds, and other similar type structures shall not be built on this easement.

4. Grantor covenants to and with Grantee that subject to existing easements, if any, 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, Grantor is lawfully seized and possessed of said lands, has good and lawful right and power to sell and convey them, and that they are free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor does forever warrant and defend the title and terms to this said easement and the quiet possession thereof against the lawful claims and demands of all persons whomsoever.

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

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

First National Bank of  
Bonita Springs

WITNESS:

BY: [Signature]  
GRANTOR

Title: President & CEO.

Holly E Richardson  
[Signature]

OR2021

PG1691

STATE OF FLORIDA )  
 )  
COUNTY OF LEE )

BEFORE ME, personally appeared John M. McEwen, President and  
CEO of First National Bank of Florida Springs  
to me well known and know to me to be the person described in  
and who executed the foregoing instrument, and acknowledged to  
and before me that he executed said instrument for the purposes  
therein expressed.

OR2021

WITNESS my hand and official seal, this 12<sup>th</sup> day  
of August, 1988.

My Commission Expires:

April 5, 1992

Helen E. Richardson  
NOTARY PUBLIC

PG1692

This instrument was prepared by:

Gregory S. Hagen  
LEE COUNTY ATTORNEY'S OFFICE  
2115 Second Street  
Fort Myers, Florida 33901

July 29, 1988

(5108L)

*Approved.*  
*Lee County Real Estate*  
*Barbara G. Mathis*

LEE COUNTY REAL ESTATE

EXHIBIT "B-1"

Parcel No. 228.2

THE WEST 10 FEET OF THE EAST 70 OF THE SOUTH 270 FEET OF:

"THOMAS ADDITION TO BONITA SPRINGS, Florida, being that part of lots 17 and 18 of BONITA FARMS SUBDIVISION in Section 35, Township 47 South, Range 25 East, lying South of Oak Creek, according to the plat thereof recorded in Plat Book 7 at Page 75 of the Public Records of Lee County, Florida."

CONTAINING 2,700 square feet, more or less.

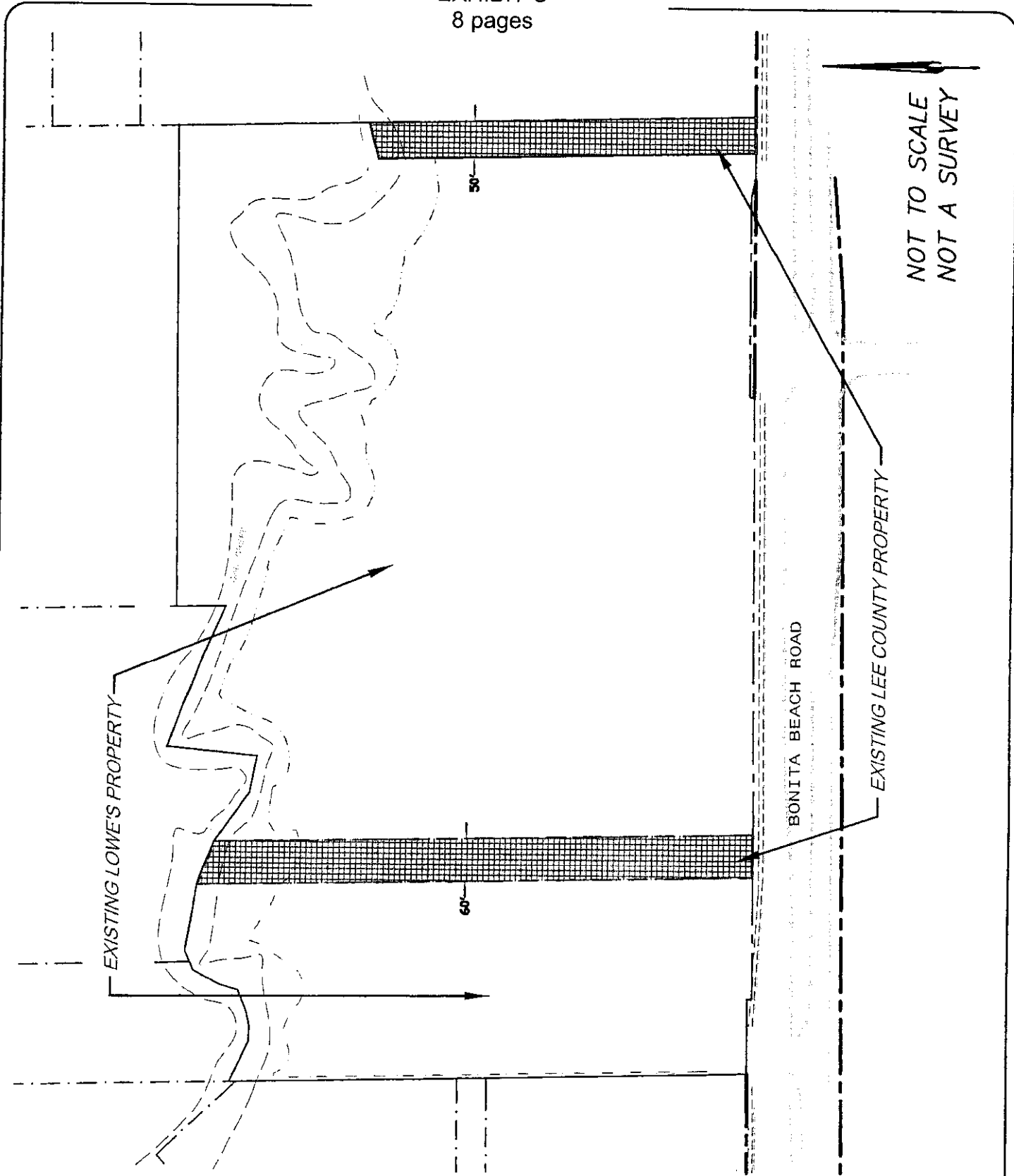
DR2021

P81693

Dec 1 0 29 AM '88

RECORDED & RETURNED  
*Handwritten signature*  
Lee County, Florida

EXHIBIT C  
8 pages



3010 Royal Blvd. South  
Suite 100  
Alpharetta, GA 30022  
(770) 619-4280  
www.sce-atlanta.com

Project Description  
**LOWE'S of BONTIA SPRINGS, FL**  
A Development By  
**LOWE'S ENGINEERING & CONSTRUCTION**  
SEC. 35, TWP. 47 S., RGE. 25 E.  
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

Drawn BL	Designer BL	Date 1/25/05
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Sheet Title  
**PROPERTY OWNED  
BY LOWE'S  
SURROUNDING  
EASEMENTS**

Drawing Number

**EX-C**

P:\2005\03071\03071-Exhibit\03071exa-c.dwg

1 2 3 4 5 6 7 8 9 10 11 12 13 14 15 16 17 18 19 20 21 22 23 24 25 26 27 28 29 30 31 32

INSTR # 6545419  
OR BK 04510 Pgs 0586 - 589; (4pgs)  
RECORDED 12/03/2004 10:54:07 AM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY, FLORIDA  
RECORDING FEE 35.50  
DEED DOC 13,510.00  
DEPUTY CLERK K Cartwright

Prepared by and return to:  
Samuel J. Hagan, IV, Esq.  
Roetzzel & Andress, L.P.A.  
2320 First Street, Suite 1000  
Fort Myers, FL 33901-2904  
239-337-3850  
File Number: 101289.0059  
Will Call No.: 8

Parcel Identification No. 35-47-25-B3-00117.0020

[Space Above This Line For Recording Data]

### Warranty Deed

(STATUTORY FORM - SECTION 689.02, F.S.)

This Indenture made this 12<sup>th</sup> day of November, 2004 between Colonial Bank, N.A., a national banking association formerly an Alabama corporation, whose post office address is 27200 Riverview Center Blvd., Bonita Springs, FL 34134 of the County of Lee, State of Florida, grantor\*, and Lowe's Home Centers, Inc., a North Carolina corporation, whose post office address is Highway 268 East (East Dock), North Wilkesboro, NC 28659 of the County of Wilkes, State of North Carolina, grantee\*.

Witnesseth that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida, to-wit:

See attached Exhibit "A"

Subject to taxes for 2005 and subsequent years; and

Subject to those matters as set forth in Exhibit "B" attached hereto.

and said grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whomsoever.

\* "Grantor" and "Grantee" are used for singular or plural, as context requires.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Kathy A. Godesky  
Witness Name: Kathy A. Godesky  
Christina Couffer  
Witness Name: Christina Couffer

Colonial Bank, N.A., a national banking association  
By: [Signature]  
Harlan C. Parrish, President and CEO

(Corporate Seal)

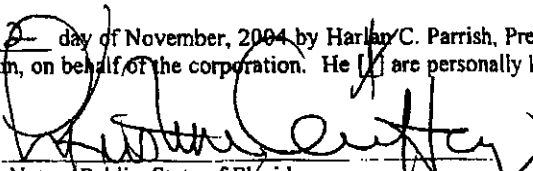
DoubleTimes

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me this 12 day of November, 2004 by Harley C. Parrish, President and CEO of Colonial Bank, N.A., a national banking association, on behalf of the corporation. He  is personally known to me or  have produced a driver's license as identification.

[Notary Seal]



  
Notary Public, State of Florida

Printed Name: L. Kristene Guffey

My Commission Expires: 7/6/06



**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A Parcel of land lying in Section 35, Township 47 South, Range 25 East, Lee County, Florida and being a portion of Lot 18 of Bonita Farms, Plat Book 3, Page 27, of the Public Records of Lee County, Florida and more particularly described as follows:

All of Lot 18 of Bonita Farms, according to the Plat thereof as recorded in Plat Book 3, Page 27 of the Public Records of Lee County, Florida, lying South of the centerline of Oak Creek, LESS and EXCEPT the East 60 Feet of Lot 18.

H:\IBDOCS\12054026\CLSF79460.WPD

**EXHIBIT "B"**

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.

1. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
2. Easements and Conditions as shown and recited on the Plat of Bonita Farms recorded in Plat Book 3, Page 27, Public Records of Lee County, Florida.
3. Easement(s) granted to Florida Power & Light Company, recorded in Official Records Book 1661, Page 3307, of the Public Records of Lee County, Florida. (As to Parcel A)
4. Notice of Development Order Approval recorded in Official Records Book 3670, Page 3352, Public Records of Lee County, Florida. (As to Parcel A)
5. Notice of Split Lot Approval recorded in Official Records Book 3539, Page 1754, Public Records of Lee County, Florida. (As to Parcel A)
6. Stormwater Drainage Swale Maintenance Easement Grant recorded in Official Records Book 2021, at Page 1690. (As to parcel A)
7. Any claim to any portion of the land described in Schedule A which lies below the ordinary high water line of Oak Creek and other adjacent waters, if any.
8. Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes, which are not yet due and payable.
9. Declaration of Covenants, Conditions and Restrictions of even date between the parties.



This instrument prepared by and after recording should be returned to:  
Jorge I.G. del Valle  
2699 S. Bayshore Drive, 7<sup>th</sup> Floor  
Miami, Florida 33133

**INSTR # 6545420**  
OR BK 04510 Pgs 0590 - 592; (3pgs)  
RECORDED 12/03/2004 10:54:07 AM  
CHARLIE GREEN, CLERK OF COURT  
LEE COUNTY, FLORIDA  
RECORDING FEE 27.00  
DEED DOC 0.70  
DEPUTY CLERK K Cartwright

Tax Folio No.: 35-47-25-33-00119.0000  
Tax Folio No.: 35-47-25-33-00120.0000

-----SPACE ABOVE THIS LINE RESERVED FOR RECORDING DATA-----

**QUIT CLAIM DEED**

**THIS QUIT CLAIM DEED**, is made this 12<sup>th</sup> day of November, 2004 by **COLONIAL BANK, N.A.**, a national banking association, whose address is 27200 Riverview Center Blvd., Bonita Springs Florida 34134 ("**Grantor**"), to **LOWE'S HOME CENTERS, INC.**, a North Carolina corporation, whose address is Highway 268 East (East Dock), North Wilkesboro, NC 28659 ("**Grantee**").

**WITNESSETH**, That the Grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, does hereby remise, release and quit-claim unto Grantee forever, all of the Grantor's right, title and interest in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lee, State of Florida ("**Property**"), to-wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

Grantor represents and warrants that neither it nor its principals or owners or members of their family have ever resided on the Property or any property contiguous thereto and that none of the Property constitutes homestead property.

"Grantor" and "Grantee" as used herein, shall, wherever applicable, refer to the masculine, feminine and/or neuter gender, and to the singular or plural.

IN WITNESS WHEREOF, Grantor has hereunto set Grantor's hand the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESSES:

GRANTOR:

COLONIAL BANK, N.A., a national banking association.

Kathy A. Godesky  
(Print Name: Kathy A. Godesky)  
Kristene Guffey  
(Print Name: Kristene Guffey)

[Signature]  
Michael Esper, Executive Vice President  
[Signature]  
Harlan Parrish, President + CEO

STATE OF Florida )  
COUNTY OF Lee ) ss:

The foregoing quit claim deed was sworn to and acknowledged before me this 12 day of November, 2004, by Michael Esper, as Executive Vice President of Colonial Bank, N.A., a national banking association, and on behalf of the corporation, who is personally known to me or who produced \_\_\_\_\_ as identification and who did [did not] take an oath.

and Harlan Parrish, as President + CEO

[NOTARIAL SEAL]

[Signature]  
NOTARY PUBLIC, STATE OF Florida  
AT LARGE



Print Notary Public's Name Kristene Guffey

**EXHIBIT "A"**

The East 60 feet of Lot 18 of Bonita Farms, according to the Plat thereof as recorded in Plat Book 3, Page 27 of the Public Records of Lee County, Florida, lying South of the centerline of Oak Creek.

**TOGETHER WITH**

A parcel of land lying in Section 35, Township 47 South, Range 25 East, Lee County, Florida also being a portion of Lot 19 of Bonita Farms, according to the Plat thereof as recorded in Plat Book 3, Page 27 of the Public Records of Lee County, Florida, and more particularly described as follows:

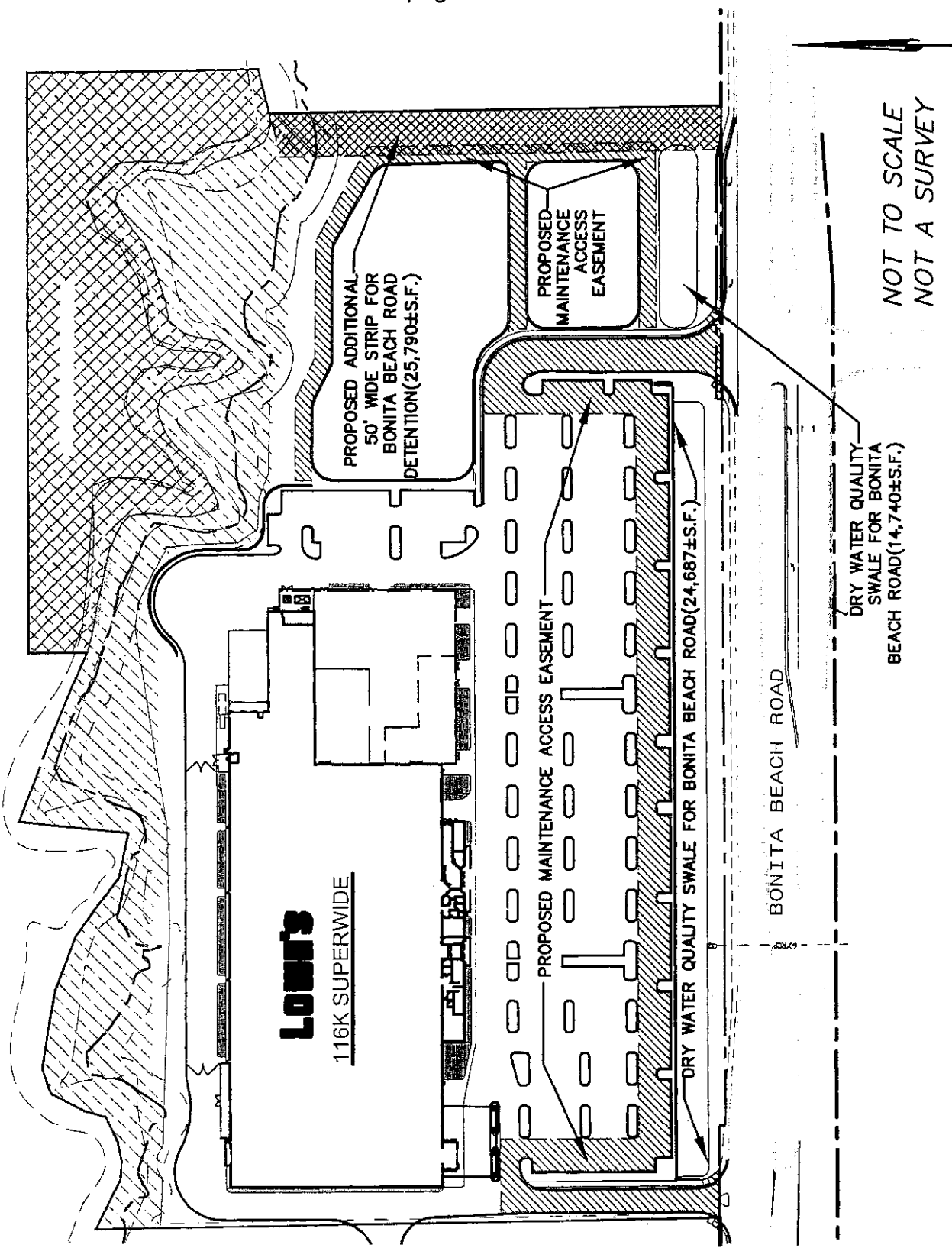
All of Lot 19 of Bonita Farms, according to the Plat thereof as recorded in Plat Book 3, Page 27 of the Public Records of Lee County, Florida, lying South of Oak Creek.

**TOGETHER WITH**

A Parcel of land lying in Section 35, Township 47 South Range 25 East, Lee County, Florida, and being a portion of Lots 20 and 21 of Bonita Farms, according to the Plat thereof, as recorded in Plat Book 3, Page 27 of the Public Records of Lee County, Florida, and being more particularly described as follows:

Beginning at the Southwest corner of Lot 20 of said Bonita Farms, thence run N.01 degrees 16'42"W. 789.48 feet to a point of intersection with a line 475 feet South of and parallel to the South right-of-way line of Dean Street (50' Right-Of-Way); thence along said line 475 feet South of and parallel to the South Right-Of-Way line of Dean Street N.89 degrees 34'56"E. 660.59 feet to the East boundary of said Lot 21, thence along the East boundary of said Lot 21, S.01 degrees 18'10"E. 260 feet more or less to the centerline of Oak Creek; thence Southwesterly along the centerline of Oak Creek to a Point of Intersection with a line 50 Feet West of and parallel to the East boundary of said Lot 21; thence along said line 50 feet West of and parallel to the East boundary of Lot 21 S.01 degrees 18'10"E., 517 feet more or less to the North Right-Of-Way line of Bonita Beach Road; thence along said North Right-Of-Way line S.89 degrees 34'19"W. 610.92 feet to the Point Of Beginning; and

Less and except any lands below the Mean High Water Line.



NOT TO SCALE  
NOT A SURVEY

DRY WATER QUALITY SWALE FOR BONITA BEACH ROAD (14,740±S.F.)

BONITA BEACH ROAD



3010 Royal Blvd. South  
Suite 100  
Alpharetta, GA 30022  
(770) 619-4280  
www.ace-atlanta.com

Project Description  
**LOWE'S of BONTIA SPRINGS, FL**  
A Development By  
**LOWE'S ENGINEERING & CONSTRUCTION**  
SEC. 35, TWP. 47 S., RGE 25 E.  
CITY OF BONITA SPRINGS, LEE COUNTY, FLORIDA

Drawn BL	Designer BL	Date 1/25/05
Sheet Title <b>LOWE'S PROPOSED DRAINAGE AND MAINTENANCE EASEMENT</b>		

Drawing Number  
**EX-D**  
© 1/2003/020117/030117 - Civil/030117rev-C.dwg

# LOWE'S

## 116K SUPERWIDE

PLANNED BYPASS CONVEYANCE OF  
DOG TRACK STORM WATER WITHIN  
PROPOSED 20' EASEMENT

SCALE: 1"=100'  
NOT A SURVEY

APPROXIMATE STORM EASEMENT

FROM DOG TRACK

### BONITA BEACH ROAD



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Drawn BL	Designer BL	Date 1/25/05
Sheet Title <b>CONVEYANCE FOR DOG TRACK STORM WATER</b>		

Drawing Number  
**EX-E**  
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