

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

Blue Sheet No. 20050627

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 203SE Corkscrew Road Service Area (CRSA) MSBU Road Widening Project No. 4723, in the amount of \$18,029; authorize the Chairman to execute the Slope/Restoration Easement; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Acquisition of property necessary for the Corkscrew Road widening, Project No. 4723.

3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested.

4. Departmental Category: 6 <i>CGD</i>		5. Meeting Date: <i>05-31-2005</i>
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input checked="" type="checkbox"/> Statute	125
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department _____ Independent Division _____ County Lands By: <u>Karen L.W. Forsyth, Director</u> <i>KLF</i>
<small>BS 20030686, Res. 94-07-11, 94-07-12, 94-09-04, 94-09-05</small>		

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: ±14,422 square foot Slope Easement

Property Details:
Owner: U. S. Home Corporation, a Delaware corporation
Address: Corkscrew Road, Estero 33928 (no current site address)
STRAP No.: 25-46-25-09-000F1.0000

Purchase Details:
Purchase Price: \$18,029 (To be paid as a credit toward future assessments of the CRSA MSBU).
Costs to Close: \$1,000
 The property owner has agreed to sell the property to the County at the appraised value.

Appraisal Information:
Company: Maxwell & Hendry Valuation Services, Inc.
Appraised Value: \$18,029 (Appraisal summary for Parcel 203SE reflects a value of \$33,769 or \$1.25 per square foot. This is due to the fact that the parcel area was originally 27,015 square feet at the time of the appraisal. The parcel area has since been reduced to ±14,422 square feet. At the rate of \$1.25 per square foot, the resulting purchase amount is \$18,029).

Staff Recommendation: Staff is of the opinion that the purchase price is within an acceptable range of value. Staff recommends the Board approve the action requested.

Account: Corkscrew Road MSBU: GD5411810405.506110

Attachments: Agreement, Slope/Restoration Easement; Appraisal Data (w/ Location Map), Title Data, 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services			County Manager/P.W. Director	
<i>K. Forsyth</i>	<i>mk</i>	<i>mk</i>	<i>MSBU</i> <i>DOT</i>	<i>[Signature]</i>	Analyst <i>[Signature]</i>	Risk <i>[Signature]</i>	Grants <i>[Signature]</i>	Mgr. <i>[Signature]</i>	<i>HS 5/17/05</i>

11. Commission Action:

Approved
 Deferred
 Denied
 Other

Rec. by CoAtty
 Date: *5/11/05*
 Time: *2:00*
 Forwarded To:
[Signature]

RECEIVED BY
 COUNTY ADMIN: *CK*
5-13-05
3:25-05
 COUNTY ADMIN
 FORWARDED TO:
[Signature]
5AM

This document prepared by:

Lee County
County Lands Division
Project: Corkscrew Road CRSA, No. 4723
Parcels: 203SE/U.S. Home Corporation
STRAP No.: 25-46-25-09: 000F1.0000

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 20__ by and between **U.S. HOME CORPORATION, a Delaware corporation**, whose address is 10707 Clay Road, Houston, Texas 77041, 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 perpetual, non-exclusive slope/restoration easement consisting of 14,422.46 square feet, more or less, located in Estero Florida 33928, and more particularly described as set forth in Exhibit "A", attached hereto and made a part hereof by reference; hereinafter called "the Property." This property will be acquired for the Corkscrew Road Service Area Municipal Service Benefit Unit, Project No. 4723, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price of the Property ("Purchase Price") will be Eighteen Thousand Twenty Nine and No/100 (\$18,029.00), payable at closing as a credit toward assessments for the Corkscrew Road Service Area Municipal Service Benefit Unit.

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 Slope/Restoration easement (the form of the easement is attached as Exhibit "X"), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on easement;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of subordination of mortgage fees, if any.
- (e) SELLER's attorney fees, and appraiser fees, if any.

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

- (a) Recording fee for easement;
- (b) survey, (if desired by BUYER).

7. Intentionally Deleted

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. SELLER will have 10 days from said notice to inform BUYER that SELLER either (i) intends to cure the title defects or (ii) intends not to cure some or all of the title defects, identifying which defects SELLER intends to cure. However, SELLER shall have no obligation to cure any title defect. If SELLER chooses to cure some or all title defects, Seller shall have 30 days, or such longer period as the parties may mutually agree upon, to undertake a good faith, diligent and continuous effort to cure or eliminate the title defects to the satisfaction of BUYER and Title Company. If SELLER either chooses to not cure some or all of the title defects or is unable to do so within the cure period, BUYER may elect to accept the Property in its existing condition 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, to the best of SELLER's knowledge, 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 sixty (60) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

15. **REAL ESTATE BROKERS:** BUYER and SELLER hereby acknowledge, represent and warrant to each other that no broker has been employed by either SELLER or BUYER in connection with the transaction contemplated by this Agreement. BUYER and SELLER hereby agree to indemnify and hold the other harmless from and against any claims by a real estate broker claiming by or through BUYER and SELLER respectively.

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:

Niki K. Starbuck
Signature of Witness

Niki K Starbuck
Print Name of Witness

Tara Lytle
Signature of Witness

Tara Lytle
Print Name of Witness

SELLER:

U.S. Home Corporation, a Delaware corporation

BY: [Signature]
(DATE)

VP Project manager - Russell Smith
(Print Name and Title)

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)



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND LOCATED IN A PORTION OF TRACT F-1, STONEYBROOK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63 AT PAGES 1 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHEASTERLY CORNER OF TRACT F-1, STONEYBROOK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63 AT PAGES 1 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.01°05'07"E., ALONG THE BOUNDARY OF SAID TRACT F-1, FOR A DISTANCE OF 8.99 FEET; THENCE RUN S.61°46'32"W., FOR A DISTANCE OF 1800.76 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT F-1; THENCE RUN N.28°13'28"W., ALONG THE BOUNDARY OF SAID TRACT F-1, FOR A DISTANCE OF 8.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 150.00 FOOT RIGHT-OF-WAY; THENCE RUN N.61°46'32"E., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 1804.86 FEET TO THE POINT OF BEGINNING; CONTAINING 14,422.463 SQUARE FEET, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 150.00 FOOT RIGHT-OF-WAY, AS BEING N.61°46'32"E.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772

BY  P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

Exhibit "A"

Page 1 of 2

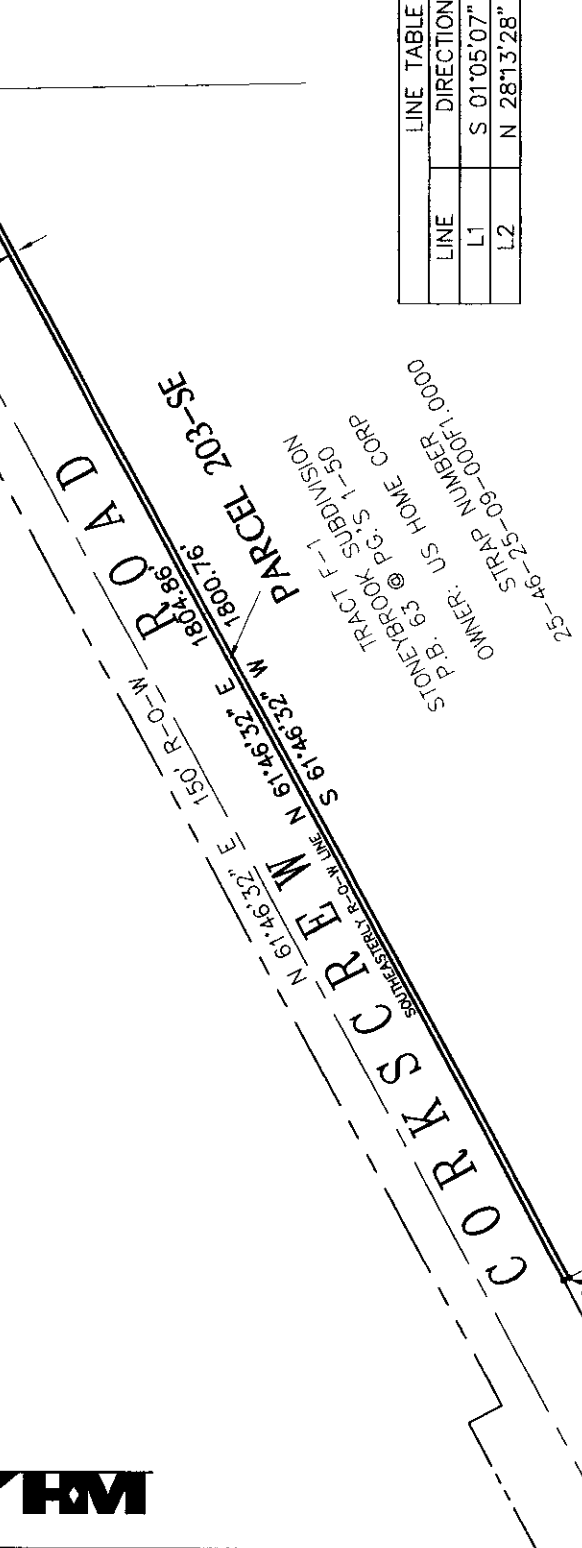
GRAPHIC SCALE



(IN FEET)
1 inch = 200 ft.



POB
MOST NORTHEASTERLY CORNER
TRACT F-1
STONEBROOK SUBDIVISION
P.B. 63, PGS. 1-50



LINE	DIRECTION	DISTANCE
L1	S 01°05'07" E	8.99'
L2	N 28°13'28" W	8.00'

STONEBROOK SUBDIVISION
TRACT F-1
P.B. 63 @ P.G. S. 1-50
OWNER: US HOME CORP
STRAP NUMBER
25-46-25-09-000F1.0000

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

PARTY CHIEF:	DATE
DRAWN BY:	DATE
CHECKED BY:	DRAWING NO.
J.L.R.	B-4353-1



950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Authorization No. 1772

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

* NOT A SURVEY *

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

PROJECT NO.
99.132
REFERENCE NO.
DEC4-1

Exhibit ^{SS} A

Page 2 of 2

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

Exhibit "X"
Page 1 of 5

Parcel: 203SE U.S. Home Corporation
Project: Corkscrew Road CRSA/4723
STRAP No.: 25-46-25-09-000F1.0000

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 2005, between U. S. HOME CORPORATION, a Delaware corporation, whose address is 10707 Clay Road, Houston, Texas 77041, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.
4. Grantor may not construct or place any structures within the Easement Parcel that interfere with Grantee's use of the Easement; however, Grantor may grant utility easements and otherwise authorize the installation of utilities or planting of foliage within the within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement. Grantee further acknowledges that the Easement Parcel may be used by the Grantor to meet the right-of-way buffer requirements set forth in the Lee County Land Development Code and that Grantor shall have the right of install, construct and maintain an entrance road over and across the Easement Parcel to provide ingress and egress to Grantor's adjacent property (this is not be construed to be either an approval for access nor a permit for construction).
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and

Slope/Restoration Easement

Project: Corkscrew Road CRSA/4723

Page 2 of 3

Exhibit "X"

Page 2 of 5

that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

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

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

TWO SEPARATE WITNESSES:

As to GRANTOR:

U.S. HOME CORPORATION, a Delaware corporation, GRANTOR

BY: [Signature] 5/2/05 (Date)

Russell Smith - VP Proj. Mgr. (Print Name and Title)

[Signature]
1st Witness Signature

Niki K Starbuck
Printed name of 1st Witness

[Signature]
2nd Witness Signature


Tara Lytle
Printed name of 2nd Witness

STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2 day of May, 2005, by Russell Smith on behalf of U.S. Home Corporation, a (Print Name and Title)

Delaware corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification,

[Signature]
(Signature of Notary Public)

 Niki K Starbuck
My Commission DD027248
Expires May 20, 2005

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

**Slope/Restoration Easement
Project: Corkscrew Road CRSA/4723
Page 3 of 3**

As to GRANTEE:

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)

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND LOCATED IN A PORTION OF TRACT F-1, STONEYBROOK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63 AT PAGES 1 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHEASTERLY CORNER OF TRACT F-1, STONEYBROOK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63 AT PAGES 1 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.01°05'07"E., ALONG THE BOUNDARY OF SAID TRACT F-1, FOR A DISTANCE OF 8.99 FEET; THENCE RUN S.61°46'32"W., FOR A DISTANCE OF 1800.76 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT F-1; THENCE RUN N.28°13'28"W., ALONG THE BOUNDARY OF SAID TRACT F-1, FOR A DISTANCE OF 8.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 150.00 FOOT RIGHT-OF-WAY; THENCE RUN N.61°46'32"E., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 1804.86 FEET TO THE POINT OF BEGINNING; CONTAINING 14,422.463 SQUARE FEET, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

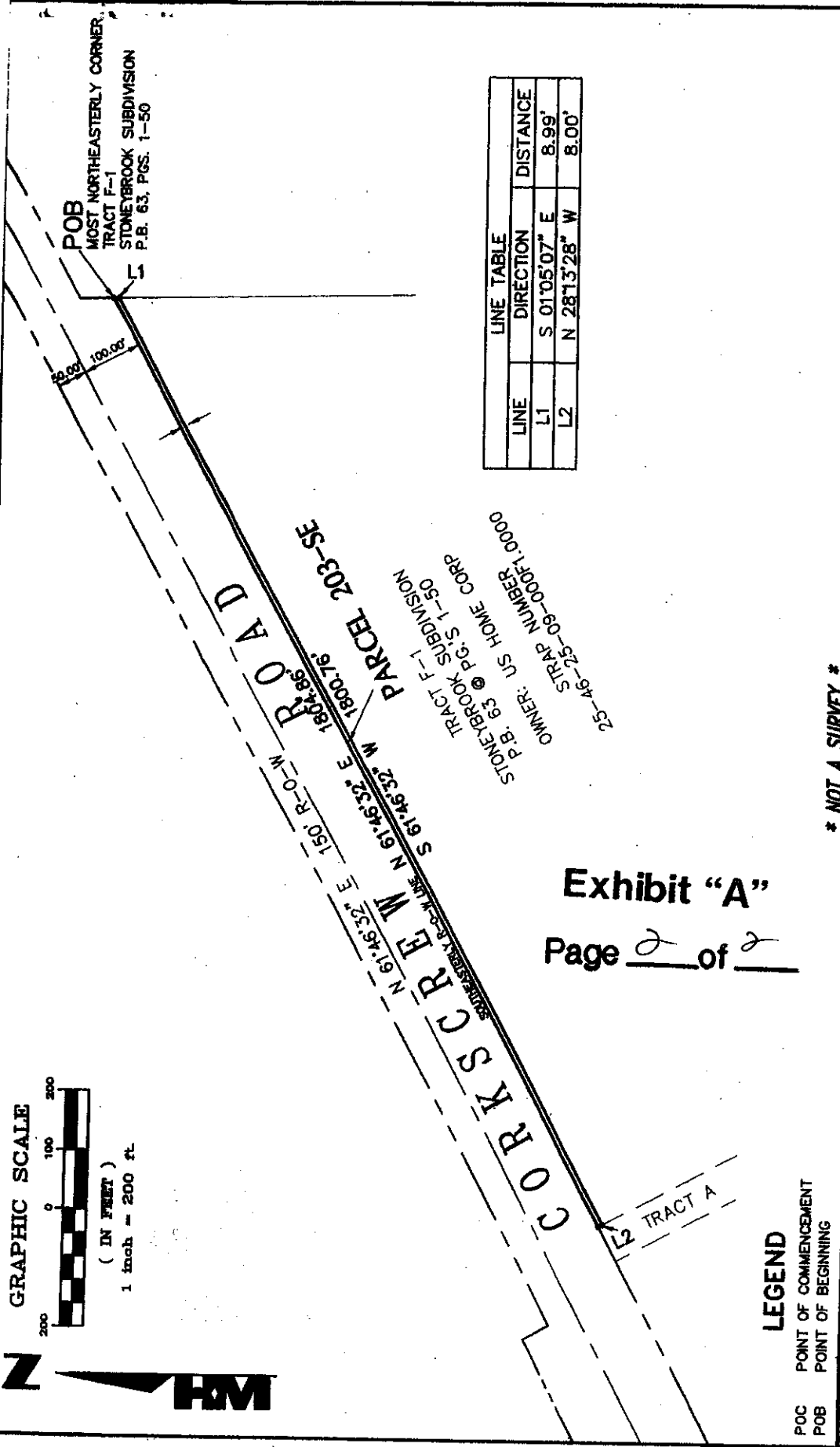
BEARINGS REFER TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 150.00 FOOT RIGHT-OF-WAY, AS BEING N.61°46'32"E.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772

BY  P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

Exhibit "A"

Page 1 of 2



LINE	DIRECTION	DISTANCE
L1	S 01°05'07" E	8.99'
L2	N 28°13'28" W	8.00'

Exhibit "A"
Page 2 of 2

* NOT A SURVEY *

PROJECT NO. 99.132		REFERENCE NO. DEED-1	
SKETCH TO ACCOMPANY A LEGAL DESCRIPTION			
NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND METEOR.		950 Encore Way Naples, FL 34110 Phone: (941) 254-2000 Florida Certificate of Authorization No.1772	
PARTY CHIEF:		DATE:	
DRAWN BY: ESM/TH		DATE: 1/05	
CHECKED BY: JLR		DRAWING NO. 9-436-1	



This instrument prepared by:

Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

Parcel: 203SE U.S. Home Corporation
Project: Corkscrew Road CRSA/4723
STRAP No.: 25-46-25-09-000F1.0000

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 2005,
between U. S. HOME CORPORATION, a Delaware corporation, whose address is 10707 Clay
Road, Houston, Texas 77041, (Grantor), and LEE COUNTY, a political subdivision of the State of
Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.
4. Grantor may not construct or place any structures within the Easement Parcel that interfere with Grantee's use of the Easement; however, Grantor may grant utility easements and otherwise authorize the installation of utilities or planting of foliage within the within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement. Grantee further acknowledges that the Easement Parcel may be used by the Grantor to meet the right-of-way buffer requirements set forth in the Lee County Land Development Code and that Grantor shall have the right of install, construct and maintain an entrance road over and across the Easement Parcel to provide ingress and egress to Grantor's adjacent property (this is not be construed to be either an approval for access nor a permit for construction).
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and

Slope/Restoration Easement

Project: Corkscrew Road CRSA/4723

Page 2 of 3

that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

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

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

TWO SEPARATE WITNESSES:

Niki K Starbuck
1st Witness Signature

Niki K Starbuck
Printed name of 1st Witness

Ama Lytle
2nd Witness Signature

Tara Lytle
Printed name of 2nd Witness

AS to GRANTOR:
U.S. HOME CORPORATION, a
Delaware corporation, GRANTOR
BY: [Signature] 5/2/05
(Date)
Russell Smith - VP Reg. Mgr.
(Print Name and Title)

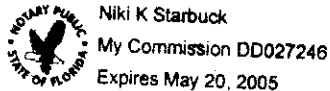
STATE OF Florida
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 2 day of May, 2005, by Russell Smith on behalf of U.S. Home Corporation, a
(Print Name and Title)

Delaware corporation, on behalf of the corporation. He is personally known to me or who has produced _____ as identification,

Niki K Starbuck
(Signature of Notary Public)

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



Slope/Restoration Easement
Project: Corkscrew Road CRSA/4723
Page 3 of 3

As to GRANTEE:

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)

COPY



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #1999132
1/20/2005
PARCEL 203-SE
REF. DWG. #B-4363-1

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 25, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND LOCATED IN A PORTION OF TRACT F-1, STONEYBROOK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63 AT PAGES 1 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE MOST NORTHEASTERLY CORNER OF TRACT F-1, STONEYBROOK SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 63 AT PAGES 1 THROUGH 50 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.01°05'07"E., ALONG THE BOUNDARY OF SAID TRACT F-1, FOR A DISTANCE OF 8.99 FEET; THENCE RUN S.61°46'32"W., FOR A DISTANCE OF 1800.76 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT F-1; THENCE RUN N.28°13'28"W., ALONG THE BOUNDARY OF SAID TRACT F-1, FOR A DISTANCE OF 8.00 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 150.00 FOOT RIGHT-OF-WAY; THENCE RUN N.61°46'32"E., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 1804.86 FEET TO THE POINT OF BEGINNING; CONTAINING 14,422.463 SQUARE FEET, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

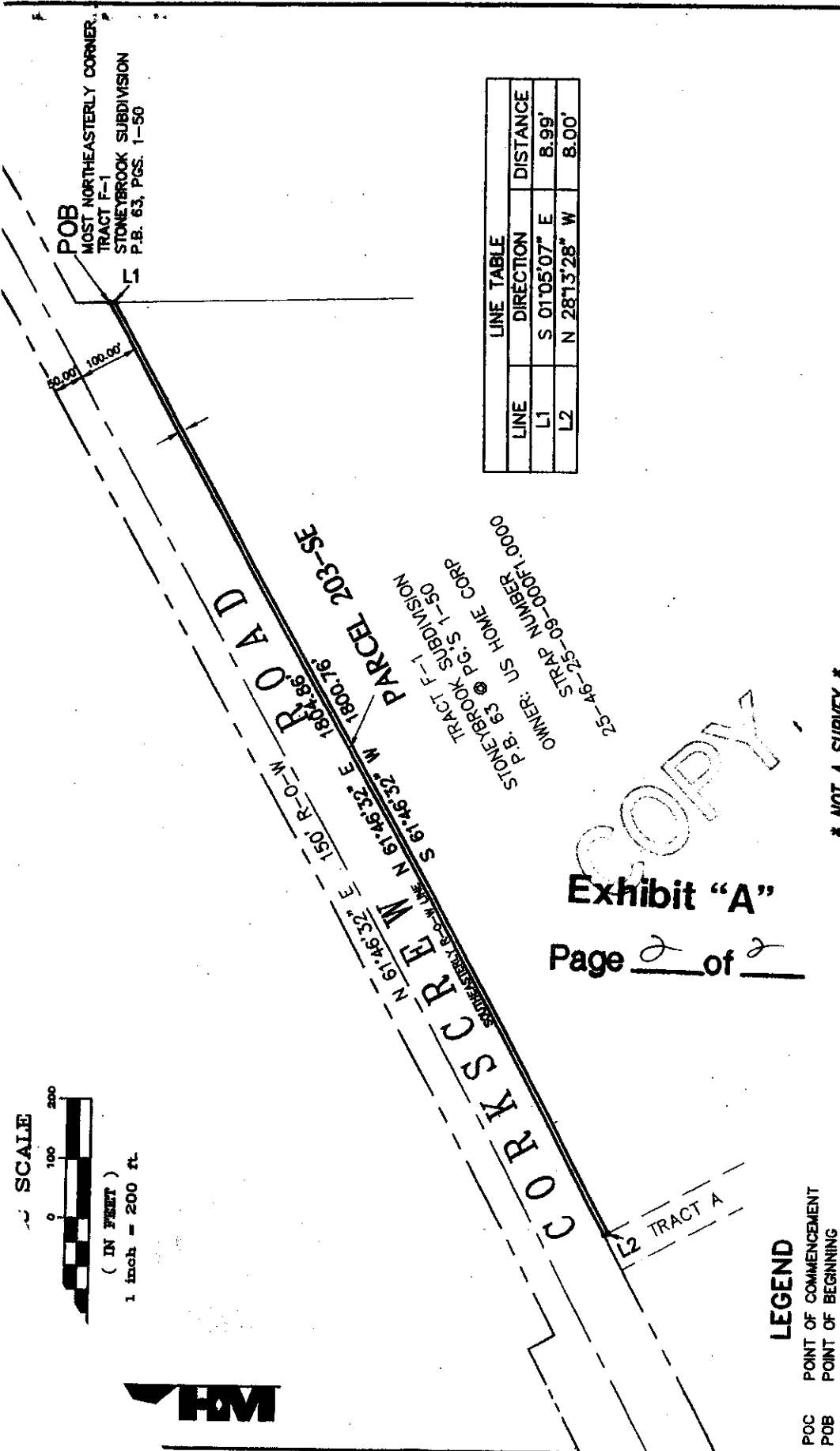
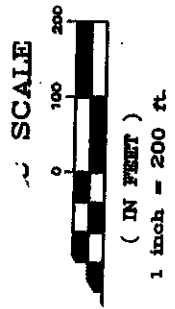
BEARINGS REFER TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 150.00 FOOT RIGHT-OF-WAY, AS BEING N.61°46'32"E.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772

BY  P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

Exhibit "A"

Page 1 of 2



LINE	DIRECTION	DISTANCE
L1	S 01°05'07" E	8.99'
L2	N 28°13'28" W	8.00'

COPY
 Exhibit "A"
 Page 2 of 2

* NOT A SURVEY *

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING

PARTY CHIEF:	DATE
DRAWN BY:	DATE
CHECKED BY:	DRAWING NO.
J.R.	B-4363-1



950 Encore Way
 Naples, FL 34110
 Phone: (941) 254-2000
 Florida Certificate of
 Licensed Surveyor
 Authorization No. 1772

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

SKETCH TO ACCOMPANY
 A LEGAL DESCRIPTION

PROJECT NO.
 99.132
 REFERENCE NO.
 DE04-1

U.S. HOME CORPORATION
SECRETARY'S CERTIFICATE

With Grace
479 8391

I hereby certify that I am the duly elected and acting secretary of U.S. Home Corporation, a Delaware corporation, (the "Corporation") and, as such, am authorized to execute and deliver this Certificate in the name and on behalf of the Corporation and further certify as follows:

1. Attached hereto as Exhibit A is a true and correct copy of Sections 7.7.2, 7.7.3 and 7.7.4 of the Bylaws of the Corporation duly and validly adopted by its Board of Directors and the aforesaid sections have not been rescinded, modified, or repealed and are in full force and effect as of the date of this Certificate.

2. The aforesaid Bylaws grant Division Officers of the Corporation with the power and authority to execute in the name of and on behalf of the Corporation any and all documents and agreements, in such form and containing such terms and conditions as the Division Officer may negotiate.

3. That the following Division Officers of the Southwest Florida Land Division of the Corporation have the authority under the Bylaws of the Corporation to execute and deliver, in the name and on behalf of the Corporation, any and all documents related to the acquisition, development, donation and/or sale of property:

- | | |
|-------------------------------|--|
| Sam B. Crimaldi | Division President |
| Constantine B. (Deno) Benetis | Executive Vice President |
| James E. Curry | Vice President |
| Russell R. Smith | Senior Vice President |
| Brian L. Sabean | Vice President-Controller |
| Frank L. Reynolds, III | Vice President-Land Development
Manager |
| Barbara (B.J.) Upton | Vice President, Association Manager |

IN WITNESS WHEREOF, I have hereunto set my hand and affix the seal of the Corporation this 12th day of November, 2004.

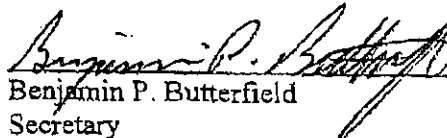

Benjamin P. Butterfield
Secretary

EXHIBIT "A"

7.7.1. Division Officers.

7.7.2. Presidents of Operations; Division Chairmen and Division Presidents. There will be several areas of operations designated by the president of the Corporation, each of which will consist of one or more divisions of the Corporation. Each such area of operations may have a president whose title will be president of operations, (name of Corporation) (name of area of operations), and who will be designated and appointed by the president of the Corporation. The president of the Corporation will also fix the compensation of each such president of operations. Each division within each area of operations will have a division president and if designated and appointed by the president of operations, a division chairman, whose respective titles will be president (name of division) and chairman (name of division), who will hold office for such term as will be determined by the president of operations in charge of such division. The president of operations will fix the compensation of each division chairman and division president within the area of operations of such president of operations. All designations and appointments of presidents of operations, division chairmen and division presidents will be made by the execution and delivery of a written certificate to such effect. A vice president of the Corporation designated by the president of the Corporation to be in charge of one or more divisions will have all the powers of a president of operations, in addition to the powers of an officer of the Corporation.

7.7.3. Other Officers. Each area of operations and each division of the Corporation may have such other officers as will be designated and appointed by a president of operations, division chairman or a division president by executing a written certificate to such effect and may include, without limitation, vice presidents, secretaries, controllers and such other officers and agents as the president of operations, division chairman or division president in his or her discretion will deem necessary and proper. Such officers will hold their offices for such terms as will be determined by the president of operations of such area of operations, the division chairman or the division president from time to time and until their successors are chosen and qualified. Such officers will have such powers and perform such duties as set

forth in Sections 7.7.4 and 7.7.5 hereof and may be removed at any time with or without cause by the president of operations of such area of operations, the division chairman or the division president, and vacancies in such division offices may be filled at any time as provided in this Section 7.7.3.

7.7.4. General Powers. Each president of operations, division chairman, division president and other officers of areas of operations and divisions will have the limited powers and authority as an officer of the Corporation subject to the further limitation in the next full sentence, to execute and deliver, by and on behalf of the Corporation, all contracts, agreements, deeds, bills of sale, mortgages, notes, releases, indentures, guaranties, leases, certifications, satisfactions of mortgage, and other documents which relate solely to the business, operations and properties of his or her area of operations or division and which require for valid execution, delivery and implementation under applicable law the authorization of an officer of the Corporation; such officers will have the power and authority to affix the corporate seal to any such documents and any area of operations or division secretary or assistant secretary, or area of operations or division controller, may attest thereto by his or her signature. Notwithstanding the generality of the foregoing, only presidents of operations, division chairmen, division presidents or vice presidents of areas of operations or vice presidents of divisions will have the authority to approve, execute and deliver, in the name and on behalf of the Corporation, contracts for the sale and purchase of real property or interests therein, and to execute and approve any documents, including, without limitation, deeds, notes, mortgages and leases and take any action deemed necessary and proper by such officers in connection with such sale or purchase of real property, so long as such transactions or series of related transactions have been approved by the Asset Management Committee of the Corporation; provided, that no officer of an area of operations, or a division therein be authorized to enter into any contract for the purchase of any permanent

mortgage commitments which require the mandatory delivery of mortgages or any permanent mortgage commitment which provides for liability to the Corporation of more than 1 percent of the amount of the commitment without first having obtained the approval of the president of the Corporation or the chief financial officer of the Corporation or other senior officer of the Corporation. The authority of officers of areas of operations and divisions set forth in this Section 7.7.4 may be increased or reduced by subsequent resolution of the Board of Directors.

EXECUTIVE SUMMARY

OWNER OF RECORD: Stoneybrook/U.S. Home Corp. (per 2003 Lee County tax roll).

LOCATION: The subject property is located on the south side of Corkscrew Road at the southern terminus of Ben Hill Griffin Parkway in Sections 25 and 36-46-25, Lee County, Florida.

LAND AREA: The parent tract consists of an allocated 56.6 acres of common elements within Stoneybrook development. The larger Stoneybrook development totals about 800 acres. However, the parent tract is deemed to be only those portions owned under the common ownership of either Stoneybrook Community Development District or U.S. Home Corp as common elements. The proposed takings are all slope easements. Parcel 200-SE is 3,558 square feet, Parcel 201-SE is 8,356 square feet, Parcel 202-SE is 975 square feet, and Parcel 203-SE is 27,015 square feet. As all of these properties are being acquired as easements, the remainder tract size is the same as the before take condition.

IMPROVEMENTS: None being appraised.

ZONING/LAND USE: The subject property consists of both RPD (Residential) and CPD (Commercial) zoning. Parcels 200-SE, 201-SE, and 202-SE are have the RPD zoning and Parcel 203-SE is zoned CPD.

HIGHEST AND BEST USE (Before Take): Residential and Commercial Development

HIGHEST AND BEST USE (After Take): Residential and Commercial Development

MARKET VALUE BEFORE TAKE: \$7,660,440

VALUE OF PART TAKEN: \$ 41,834 ← Total for Parcels 200SE - 203SE

REMAINDER VALUE AS PART OF WHOLE: \$7,618,606

REMAINDER VALUE AFTER TAKE: \$7,618,606

SEVERANCE DAMAGES: \$ 0

AMOUNT DUE OWNER: \$ 41,834 ← Total for Parcels 200SE - 203SE

ALLOCATED:

Parcel 200-SE \$ 2,390
Parcel 201-SE \$ 5,610
Parcel 202-SE \$ 65
Parcel 203-SE \$33,769

* Appraised Value
for 27,015 Sq. Ft.
(\$ 1.25 / Sq. Ft.)

INTEREST APPRAISED:

Fee Simple

DATE OF VALUATION:

1 October 2003

DATE OF REPORT:

6 February 2004

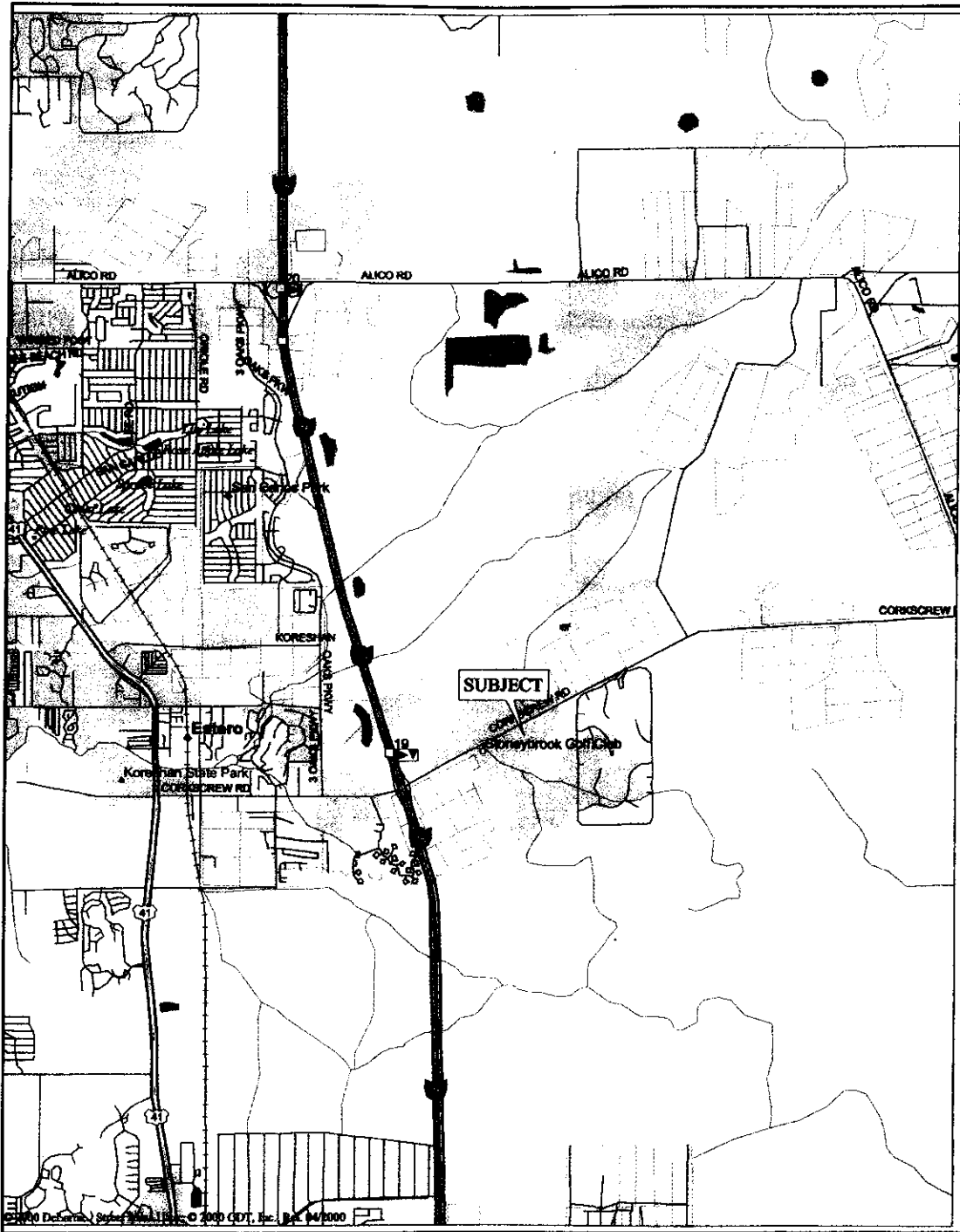
APPRAISER:

W. Michael Maxwell, MAI, SRA

SPECIAL ASSUMPTIONS:

This appraisal report should be updated as to a Future-Order-of-Taking date. The values shown herein are as of the inspection date. This appraisal assumes there are no significant grade changes. This appraisal also assumes that any improvements, utility lines, landscaping, berms, etc. within the take areas (if any) that may be impacted will be restored, re-contoured, re-altered at the expense of Lee County. Any site improvements within the take area (if any) have not been quantified and cost-to-cures have not been made available to the appraiser. There are no building improvements within the take areas.

MARKET AREA MAP:



Department of Public Works
Division of County Lands

Page 1

Updated In House Title Search
Search No. 21810/C
Date: October 16, 2003
Parcel: 203-5E
Project: Corkscrew Road (Ben Hill
Griffin to East of Habitat), Project
#4723

To: J. Keith Gomez
Property Acquisition Agent

From: Kenneth Pitt *KPP*
Real Estate Title Examiner

STRAP: 25-46-25-09-000F1.0000

An update has been requested of In House Title Search No. 21810/C which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through September 23, 2003, at 5:00 p.m.

Subject Property: Tract F-1, Stoneybrook Subdivision, according to the Plat recorded in Plat Book 63, Pages 1-50 inclusive, of the Public Records of Lee County, Florida, Less: that granted by U.S. Home Corporation to Estero Fire Rescue by deed Recorded in Official Record Book 3679 Page 4032, Public Records of Lee County, Florida..

Title to the subject property is vested in the following:

U.S. Home Corporation, A Delaware corporation

by that certain instrument dated April 2, 1998, recorded June 16, 1998, in Official Record Book 2973, Page 1958, Public Records of Lee County, Florida.

Subject to:

- ✓ 1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
- ✓ 2. Grant of easement to United Telephone Company of Florida recorded in Official Record Book 2229, Page 3462, Public Records of Lee County, Florida. Which easement was released by Quitclaim from Sprint-Florida, Inc to U.S. Home Corporation, recorded in Official Record Book 3865 Page 3450, Public Records of Lee County, Florida. *Released*
- ✓ 3. Easement agreement between Corkscrew Properties Ltd. and The School Board of Lee County recorded in Official Record Book 2471, Page 3296, Public Records of Lee County, Florida. *Crossed Parcel 202/202TEE*
- ✓ 4. Cable Service Easement recorded in Official Record Book 3040, Page 1072, Public Records of Lee County, Florida. *Crossed*

>B 63 Page 2-8
Sheet 3, 4, 5, 6

Department of Public Works
Division of County Lands

Page 2

Updated In House Title Search
Search No. 21810/C
Date: October 16, 2003
Parcel:
Project: Corkscrew Road (Ben Hill
Griffin to East of Habitat), Project
#4723

- ✓ 5. Resolution No. 94-07-11, dated July 6, 1994, recorded October 5, 1994, in Official Record Book 2541, Page 1525, Public Records of Lee County, Florida. Said resolution pertains to the Corkscrew Road Service Area. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County. *CRSA Resolution*
- ✓ 6. Resolution No. 94-07-12, dated July 6, 1994, recorded October 5, 1994, in Official Record Book 2541, Page 1551, Public Records of Lee County, Florida. Said resolution pertains to the Corkscrew Road Service Area. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County. *CRSA*
- ✓ 7. Resolution No. 94-09-04 dated September 7, 1994, recorded October 5, 1994 in Official Record Book 2541, Page 1564, Public Records of Lee County, Florida. Said resolution pertains to the Corkscrew Road Service Area. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County. *CRSA*
- ✓ 8. Resolution No. 94-09-05, dated September 7, 1994, recorded October 5, 1994, in Official Record Book 2541, Page 1599, Public Records of Lee County, Florida. Said resolution pertains to the Corkscrew Road Service Area. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County. *CRSA*
- 9. Resolution No. 95-06-38, dated June 7, 1995, recorded June 20, 1995, in Official Record Book 2609, Page 4106, Public Records of Lee County, Florida. Said resolution pertains to the development of infrastructure improvements described in the Corkscrew Road Special Improvement Unit. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County. *Corkscrew Road Special Improvement Unit*
- 10. Declaration of Covenants, conditions and restrictions for Stoneybrook, a Golf Course Community recorded December 9, 1999, in Official Record Book 3069, Page 2495, together with all amendments thereto.
- 11. All easements as shown on recorded plat in Plat Book 63, Pages 1-50, Public Records of Lee County, Florida.
- ✓ 12. Temporary Easement to Stoneybrook Community Development District, dated May 30, 2001, recorded June 1, 2001, in Official Record Book 3423, Page 3578, Public Records of Lee County, Florida. *Access to Tract C1 for CDD. Terminated when F1 is replatted*
- 13. Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for Stoneybrook, a Golf Course Community, recorded in Official Record Book 3607 Page 2861, Public Records of Lee County, Florida.

Updated In House Title Search

Search No. 21810/C

Date: October 16, 2003

Parcel:

Project: Corkscrew Road (Ben Hill
Griffin to East of Habitat), Project
#4723

*14. Grant of Easement to Sprint- Florida, Inc., recorded in Official Record Book 3652 Page 3207,
Public Records of Lee County, Florida. *Does Cross*

✓15. Easement granted to the Florida Power & Light Company, recorded in Official Record Book
3786 Page 4547, Public Records of Lee County, Florida. *Does Not Cross*

✓16. Grant of Utility Easement to Gulf Environmental Services, Inc., recorded in Official Record
Book 3798 Page 20, Public Records of Lee County, Florida.
No Lee County Does Not Cross

✓17. Grant of Utility Easement to Gulf Environmental Services, Inc., recorded in Official Record
Book 3798 Page 1559, Public Records of Lee County, Florida.
No Lee County Does Not Cross

✓18. Certificate of Amendment to Declaration of Covenants, Conditions and Restrictions for
Stoneybrook, a Golf Course Community, recorded in Official Record Book 3817 Page
4453, Public Records of Lee County, Florida.

✓19. Notice of Adoption of the Eight Amendment to Stoneybrook DRI Development Order
recorded in Official Record Book 3893 Page 2772, Public Records of Lee County, Florida

✓NOTE: Covenant of unified control recorded August 11, 1999 in Official Record Book 3155, Page
2179, Public Records of Lee County, Florida. *Not applicable*

✓NOTE: Notice of Establishment of the Stoneybrook Community Development District recorded
September 2, 1999, in Official Record Book 3163, Page 3408, Public Records of Lee
County, Florida.

✓NOTE: Tract F-1 is indicated on recorded plat as future development. ✓

✓NOTE: Covenant of Unified Control, recorded in Official Record Book 3645 Page 3504, Public
Records of Lee County, Florida. *Released*

✓NOTE: Notice of Commencement for construction of a fire station, recorded in Official Record Book
3672 Page 1272, Public Records of Lee County, Florida. *N/A* ✓

✓NOTE: Notice of Adoption of the Seventh Amendment to Stoneybrook DRI Development Order
recorded in Official Record Book 3686 Page 4947, Public Records of Lee County, Florida ✓

✓NOTE: Notice of Adoption of the Eight Amendment to Stoneybrook DRI Development Order
recorded in Official Record Book 3893 Page 2772, Public Records of Lee County, Florida ✓

Updated In House Title Search
Search No. 21810/C
Date: October 16, 2003
Parcel: 218
Project: Corkscrew Road (Ben Hill
Griffin to East of Habitat), Project
#4723

Tax Status: \$6,422.73 paid on 11/30/02 for Tax Year 2002.
(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.

5-Year Sales History

Corkscrew Road/CRSA, Project No. 4723

U.S. Home Corporation

STRAP No. 25-46-25-09-000F1.0000

NO SALES in PAST 5 YEARS