

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

Blue Sheet No. 20051286

1. ACTION REQUESTED/PURPOSE:

Approve Purchase Agreement and Temporary Construction Easement Agreement for acquisition of Parcels 209, 209SE, and 209TCE Corkscrew Road Service Area (CRSA) MSBU Road Widening Project No. 4723, in the amount of \$43,037; 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 widening of Corkscrew Road.

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

4. Departmental Category: 6

CLD

5. Meeting Date: *10-11-2005*

6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
<input checked="" type="checkbox"/> Consent		<input checked="" type="checkbox"/> Statute		Commissioner	
<input type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance		Department	Independent
<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code		Division	County Lands <i>KL</i>
<input type="checkbox"/> Public		<input checked="" type="checkbox"/> Other BS 20030686; Res. 94-07-11,		By:	Karen L.W. Forsyth, Director <i>KLF</i>
<input type="checkbox"/> Walk-On		94-07-12, 94-09-04, 94-09-05			

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Partial acquisition in fee-simple interest (±1 acre), Slope Easement (± 821 square feet), Temporary Construction Easement (±1,009 square feet)

Property Details

Owner: Richard W. Winesett, Trustee
Address: 12840 and 12970 Corkscrew Road, Estero
STRAP No.: 19-46-26-00-00001.0010 & 30-46-26-00-00001.2000

Purchase Details

Purchase Price: \$43,037 (To be paid as a credit toward future assessments of the CRSA MSBU.)
Costs to Close: Approximately \$1,000 (The seller is responsible for attorney fees and real estate broker fees, if any.)

Appraisal Information

Company: Maxwell & Hendry Valuation Services, Inc.
Appraised Value: \$43,037

Account: GD5411810405.506110

Attachments: Purchase Agreement, Temporary Construction Easement Agreement, Affidavit of Interest, Appraisal Summary & 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
					Analyst	Risk	Grants	Aggr.	
<i>KLF</i>			<i>Hand</i>	<i>L. Winesett</i>	<i>SA 9/20/05</i>	<i>9/22/05</i>	<i>9/20/05</i>	<i>9/22/05</i>	<i>HS 9/22/05</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

1-19-05
2:00
COUNTY ADMIN FORWARDED TO:
9/22
41.50

RECEIVED
OF CO. ATTY.
1005
ATTY.
FORWARDED TO:
10/05

This document prepared by

Lee County

County Lands Division

Project: Corkscrew Road/CRSA, Project 4723

Parcel: 209 & 209-SE

STRAP No.: 19-46-26-00-00001.0010 & 30-46-26-00-00001.2000

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 _____, 2005 by and between Richard W. Winesett, as Trustee under Agreement dated February 6, 1992, hereinafter referred to as SELLER, whose address is Post Office Box 610, Fort Myers, Florida 33902, 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 1.02 acres more or less, and located at 12840 and 12970 Corkscrew Road, Estero, Florida 33928 and more particularly described in "Exhibit A" attached hereto and made a part hereof, and a perpetual, non-exclusive slope easement consisting of 821.24 square feet more or less, and located at 12840 and 12970 Corkscrew Road, Estero, Florida 33928, and more particularly described in "Exhibit B" attached hereto and made a part hereof, hereinafter collectively called "the Property." This property will be acquired for the Corkscrew Road Project, No. 4723, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Forty-Three Thousand Thirty-Seven and no/100 dollars (\$43,037.00), payable at closing as a credit toward

future 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 statutory warranty deed, and a slope 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 deed, and easement;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

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

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

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 or legal access 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 60 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, to the best of the 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 ninety (90) 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:

RICHARD W. WINESETT, AS TRUSTEE
UNDER AGREEMENT DATED FEBRUARY 6,
1992

Karen S. Pucci
Karen S. Pucci

Richard W. Winesett
(DATE)

Celia Winesett
Celia Winesett

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)

HM PROJECT #1999132
1/14/2004
PARCEL 209
REF. DWG. #B-3903-2

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTIONS 19 AND 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'59"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, FOR A DISTANCE OF 189.81 FEET TO A POINT 30.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'59"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, FOR A DISTANCE OF 33.69 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD; THENCE RUN S.61°46'58"W., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 1480.40 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.01°12'28"E., ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, FOR A DISTANCE OF 33.67 FEET TO A POINT 30.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD; THENCE RUN N.61°46'58"E., PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 1480.38 FEET TO THE POINT OF BEGINNING; CONTAINING 1.020 ACRE, MORE OR LESS.

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

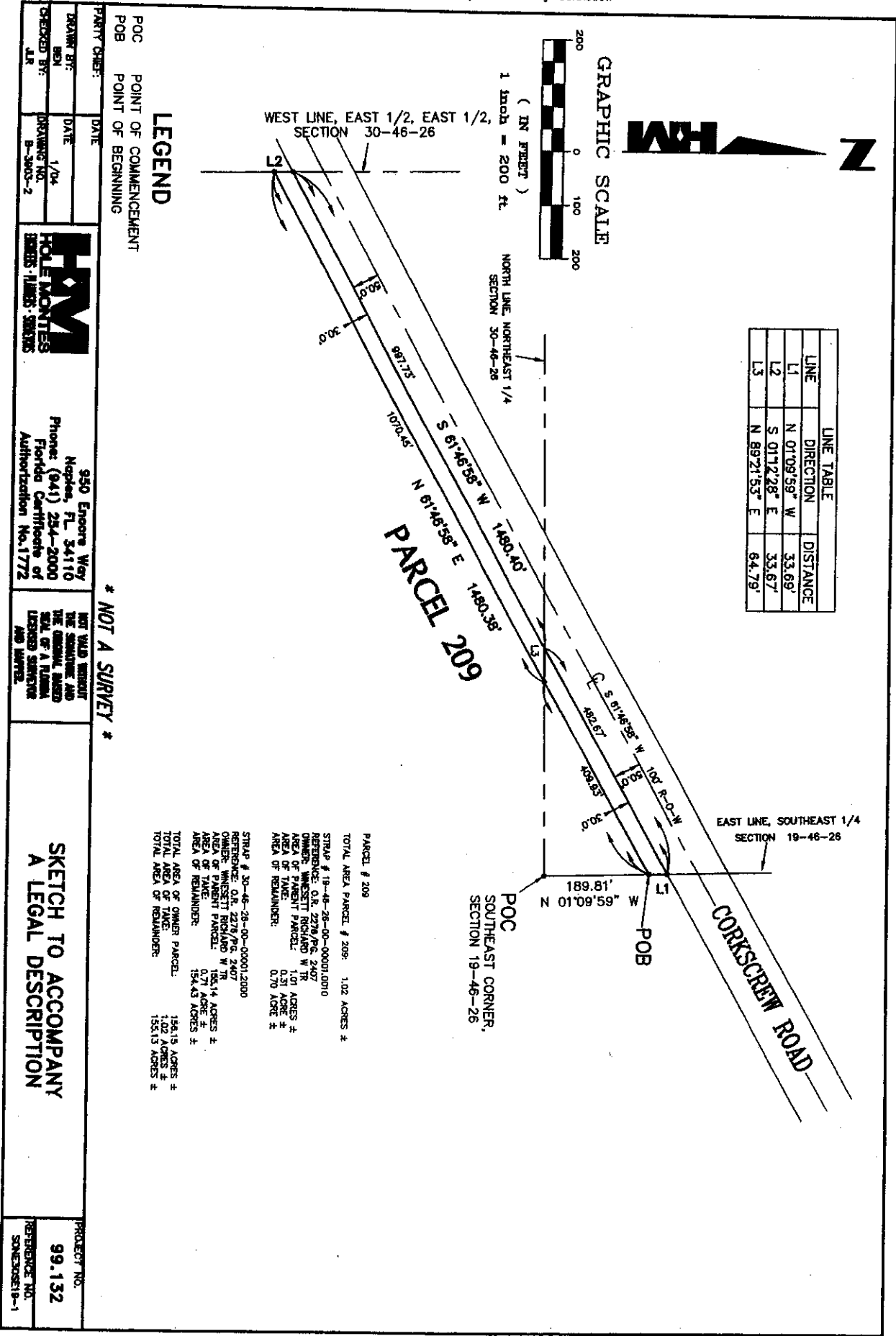
BEARINGS REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N.01°09'59"W.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772



Jerry L. Macher
JERRY L. MACHER P.S.M. #6130
STATE OF FLORIDA

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* NOT A SURVEY *

HOLE MONTES
 930 Encors Way
 Naples, FL 34110
 Phone: (941) 254-2000
 Florida Certificate of
 Authorization No. 1772

SKETCH TO ACCOMPANY
 A LEGAL DESCRIPTION

PROJECT NO.
 99.132
 REFERENCE NO.
 NONE30SE19-1

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT B, WILDCAT RUN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36 AT PAGES 30 THROUGH 43 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN S.01°12'28"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 33.67 FEET TO A POINT LYING 30.00 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, THE SAME BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.61°46'58"E., PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 162.97 FEET; THENCE RUN S.28°13'02"E., FOR A DISTANCE OF 5.00 FEET; THENCE RUN S.61°46'58"W., PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 165.52 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE RUN N.01°12'28"W., ALONG THE BOUNDARY OF SAID TRACT B FOR A DISTANCE OF 5.61 FEET TO THE POINT OF BEGINNING; CONTAINING 821.24 SQUARE FEET, MORE OR LESS.

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

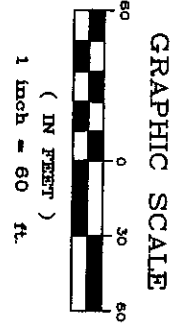
BEARINGS REFER TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY, AS BEING N.61°46'58"E.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772

BY  P.S.M. #6130
MACHER STATE OF FLORIDA



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LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

DATE

DRAWN BY: BEN

CHECKED BY: JR

DATE 1/04

DRAWING NO. B-4374



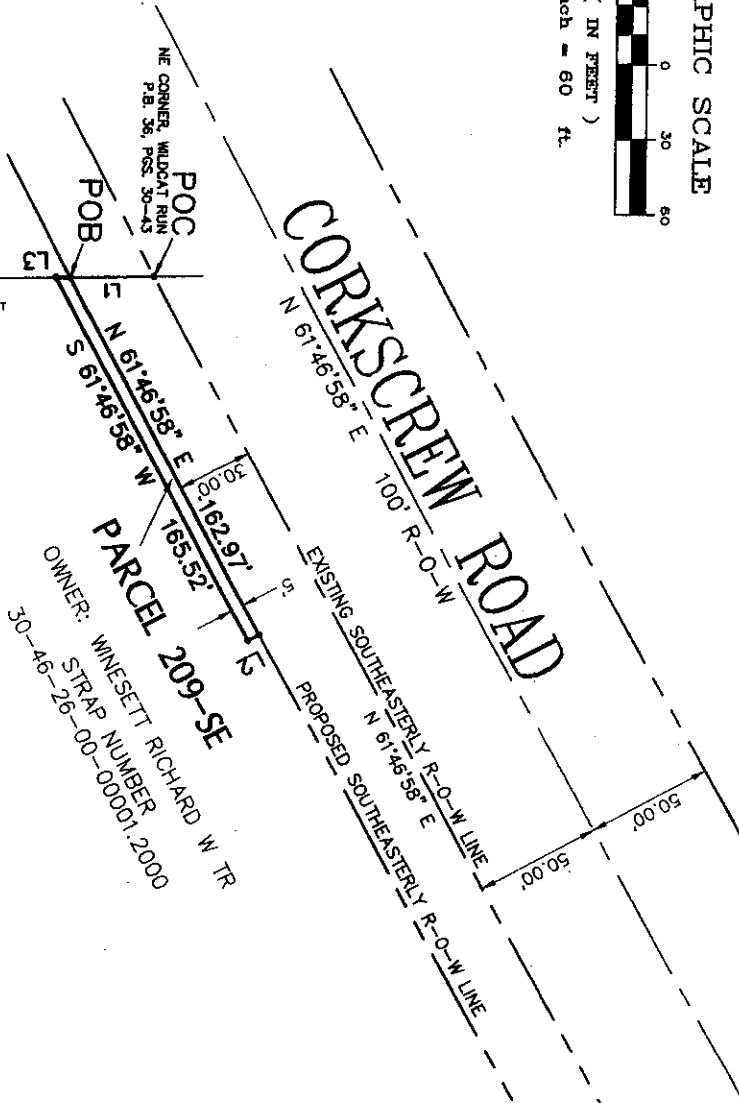
950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Authorization No. 1772

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

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

PROJECT NO. 99.132
REFERENCE NO. DE11

WEST LINE, EAST ONE HALF, EAST ONE HALF,
SECTION 30, TOWNSHIP 48 SOUTH, RANGE 28 EAST



LINE	DIRECTION	DISTANCE
L1	S 01°12'28" E	33.67'
L2	S 28°13'02" E	5.00'
L3	N 01°12'28" W	5.61'

* NOT A SURVEY *

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

Parcel: 209 SE
Project: Corkscrew Road CRSA, No. 4723
STRAP No.: 19-46-26-00-00001.0010 & 30-46-26-00-00001.2000

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 20____, between Richard W. Winesett, as Trustee under Agreement dated February 6, 1992, whose address is Post Office Box 610, Fort Myers, Florida 33902 (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; however, Grantor may authorize the installation of utilities or may plant foliage within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement.
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 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.

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

TWO SEPARATE WITNESSES:

Richard Winesett, as Trustee under Agreement dated February 6, 1992

1st Witness Signature

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 Richard W. Winesett, as Trustee under Agreement dated February 6, 1992, on behalf of the Trust. He is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT B, WILDCAT RUN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36 AT PAGES 30 THROUGH 43 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN S.01°12'28"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 33.67 FEET TO A POINT LYING 30.00 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, THE SAME BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.61°46'58"E., PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 162.97 FEET; THENCE RUN S.28°13'02"E., FOR A DISTANCE OF 5.00 FEET; THENCE RUN S.61°46'58"W., PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 165.52 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE RUN N.01°12'28"W., ALONG THE BOUNDARY OF SAID TRACT B FOR A DISTANCE OF 5.61 FEET TO THE POINT OF BEGINNING; CONTAINING 821.24 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 100.00 FOOT RIGHT-OF-WAY, AS BEING N.61°46'58"E.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772

BY  P.S.M. #6130
MACHER STATE OF FLORIDA



Exhibit "A"

Page 1 of 2

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DRAWN BY:	DATE:
CHECKED BY:	DRAWING NO.:
LR	B-4574

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

LEGEND

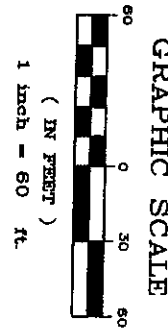


950 Encore Way
Naples, FL 34110
Phone: (941) 294-2000
Florida Certificate of
Authorization No. 1772

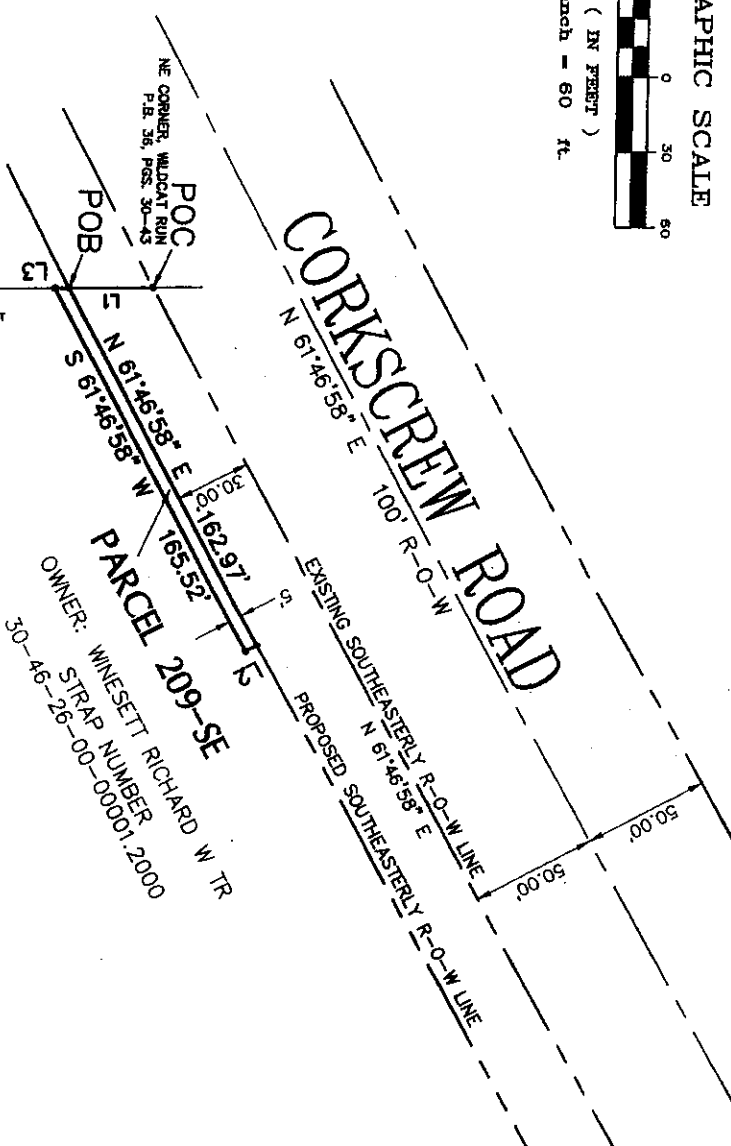
NOT VALID UNLESS
THE SURVEYING AND
MAPPING BOARD
SEAL OF A REGISTERED
LICENSED SURVEYOR
AND SURVEY

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

PROJECT NO.
99.132
REFERENCE NO.
DE11



WEST LINE, EAST ONE HALF, EAST ONE HALF,
SECTION 30, TOWNSHIP 45 SOUTH, RANGE 28 EAST



LINE	DIRECTION	DISTANCE
L1	S 01°12'28" E	33.67'
L2	S 281°3'02" E	5.00'
L3	N 01°12'28" W	5.61'

* NOT A SURVEY *

Exhibit "A"

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

Parcel: 209 - TCE/Winesett
Project: Corkscrew Road/CRSA No. 4723
STRAP No.: 19-46-26-00-00001.0010
30-46-26-00-00001.2000

This Space for Recording

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this 30th day of August, 2005, between RICHARD W. WINESETT, as TRUSTEE UNDER AGREEMENT DATED FEBRUARY 6, 1992, whose address is Post Office Box 610, Fort Myers, Florida 33902, 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, hereinafter referred to as GRANTEE.

W I T N E S S E T H:

THAT the GRANTOR is the owner of the lands described in Exhibit "A" and as such has the power to grant the GRANTEE an interest in such lands.

THAT the GRANTOR, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE, permission to enter upon the following described lands, as described in Exhibit "A", and depicted in Exhibit "B" (each exhibit is attached hereto and incorporated herein), for the purpose of ingress and egress by workmen, machinery and vehicles storing and/or stockpiling materials as needed for said construction; and then restoring the said property and thereby connecting all new construction resulting from the Corkscrew Road/CRSA road widening project, No. 4723, to that existing prior to construction.

THE road construction period is expected to last for approximately three years, commencing on or before July 1, 2006. All rights granted to the GRANTEE by this Agreement shall terminate on June 30, 2009, or upon completion of the work contemplated by this Agreement, whichever occurs first, unless extended by a written agreement between the parties.

GRANTEE will restore the property described above to a safe and aesthetic condition, as such existed prior to construction. GRANTEE will grade the lands to match the new construction at no cost to GRANTOR. The completed work shall include, but not be limited to, restoring or replacing sod, mailboxes, driveways, sprinkler systems, and landscaping.

Temporary Construction Easement Agreement

Project: Corkscrew Road/CRSA No. 4723

Page 2

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

TWO SEPARATE WITNESSES:

Catherine S. McQuade
1st Witness Signature

Catherine S. McQuade

Printed Name of 1st Witness

Celia Winesett
2nd Witness Signature

Celia Winesett

Printed Name of 2nd Witness

Richard W. Winesett

RICHARD W. WINESETT, As
TRUSTEE UNDER AGREEMENT
DATED FEBRUARY 6, 1992.

STATE OF Florida)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 30th
day of August, 2005, by Richard W. Winesett, as Trustee under
Agreement dated February 6, 1992, on behalf of the Trust. He is
personally known to me or who has produced _____ as
identification. (type of identification)

(SEAL)



Catherine S. McQuade
(Signature of person taking acknowledgment)

Catherine S. McQuade

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

ATTEST:
Charlie Green, Clerk

By: _____
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: _____
CHAIRMAN OR VICE CHAIRMAN

Date: _____

Approved As to Form:

Office of County Attorney

LEGAL DESCRIPTION

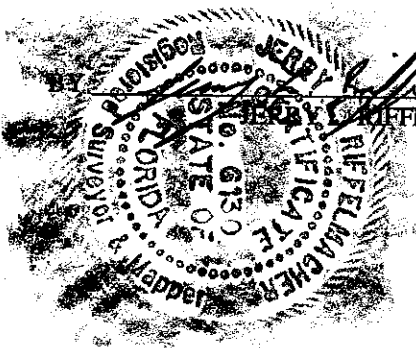
A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.89°21'53"W. ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 30 FOR A DISTANCE OF 365.09 FEET, TO A POINT LYING 30.00 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN S.61°46'58"W., PARALLEL TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 95.86 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.28°13'02"E., FOR A DISTANCE OF 26.20 FEET; THENCE RUN S.61°46'58"W., PARALLEL TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD FOR A DISTANCE OF 38.52 FEET; THENCE RUN N.28°13'02"W., FOR A DISTANCE OF 26.20 FEET; THENCE RUN N.61°46'58"E., PARALLEL TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 38.52 FEET TO THE POINT OF BEGINNING; CONTAINING 1,009.20 SQUARE FEET, MORE OR LESS.

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

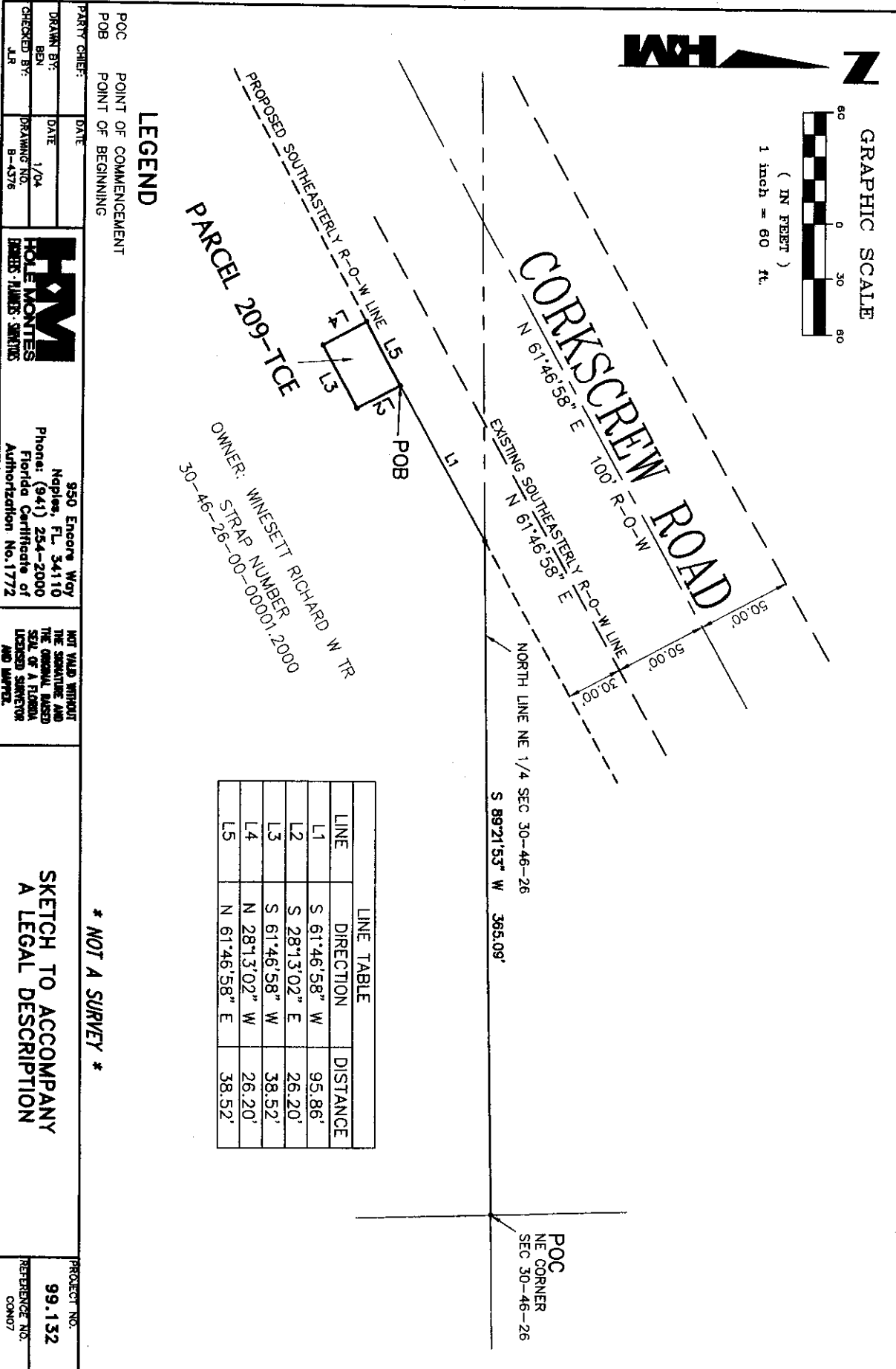
BEARINGS REFER TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY, AS BEING N.61°46'58"E.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772



P.S.M. #6130
STATE OF FLORIDA

U:\1999\1999132\SKETCHES\CON07.dwg Tab: Model Jan 13, 2004 - 1:10pm Plotted by: BenNowell



DRAWN BY: BDJ	DATE 1/04
CHECKED BY: JLR	DRAWING NO. B-4376



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

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

PROJECT NO.
99.132

REFERENCE NO.
CON07

SKETCH TO ACCOMPANY
A LEGAL DESCRIPTION

* NOT A SURVEY *

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ____ day of _____, 2005 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Richard W. Winesett, Trustee under Agreement dated February 6, 1992
P.O. Box 610
Fort Myers, Florida 33902

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

- 1. Dean Templeton
- 2. Ward Templeton
- 3. Blake Templeton
- 4. Richard Templeton
- 5. _____
- 6. _____

The real property to be conveyed to Lee County is known as:

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

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Catherine S. McQuade
Witness Signature
Catherine S. McQuade

Richard W. Winesett, Trustee under
Agreement dated February 6, 1992
Richard W. Winesett
Signature of Affiant

Printed Name
Celia Winesett
Witness Signature
Celia Winesett

Printed Name

Affidavit of Interest in Real Property
Parcel: 209/209SE Bay Colony-Gateway
STRAP: 19-46-26-00-00001.0010 & 30-46-26-00-00001.2000
Project: Corkscrew Road CRSA/4723

STATE OF FL

COUNTY OF Lee

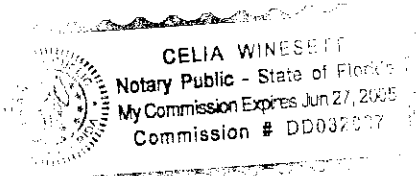
SWORN TO AND SUBSCRIBED before me this 31 day of August, 2025 by
Richard W. Winesett, Trustee under Agreement dated February 6, 1992, on behalf of
Trust.

Celia Winesett
(Notary Signature)

(SEAL)

Celia Winesett

(Print, type or stamp name)



Personally known
OR Produced Identification _____
Type of Identification _____

HM PROJECT #1999132
1/14/2004
PARCEL 209
REF. DWG. #B-3903-2

LEGAL DESCRIPTION

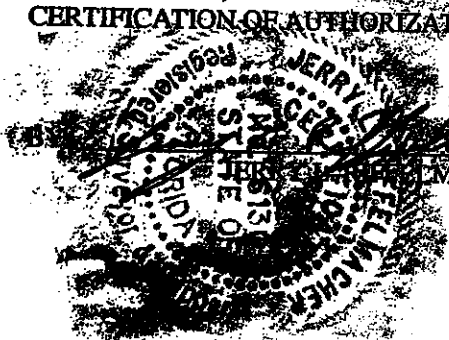
A PARCEL OF LAND LOCATED IN SECTIONS 19 AND 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'59"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, FOR A DISTANCE OF 189.81 FEET TO A POINT 30.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'59"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, FOR A DISTANCE OF 33.69 FEET TO A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD; THENCE RUN S.61°46'58"W., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 1480.40 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.01°12'28"E., ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 30, FOR A DISTANCE OF 33.67 FEET TO A POINT 30.00 FEET SOUTHEASTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD; THENCE RUN N.61°46'58"E., PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 1480.38 FEET TO THE POINT OF BEGINNING; CONTAINING 1.020 ACRE, MORE OR LESS.

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

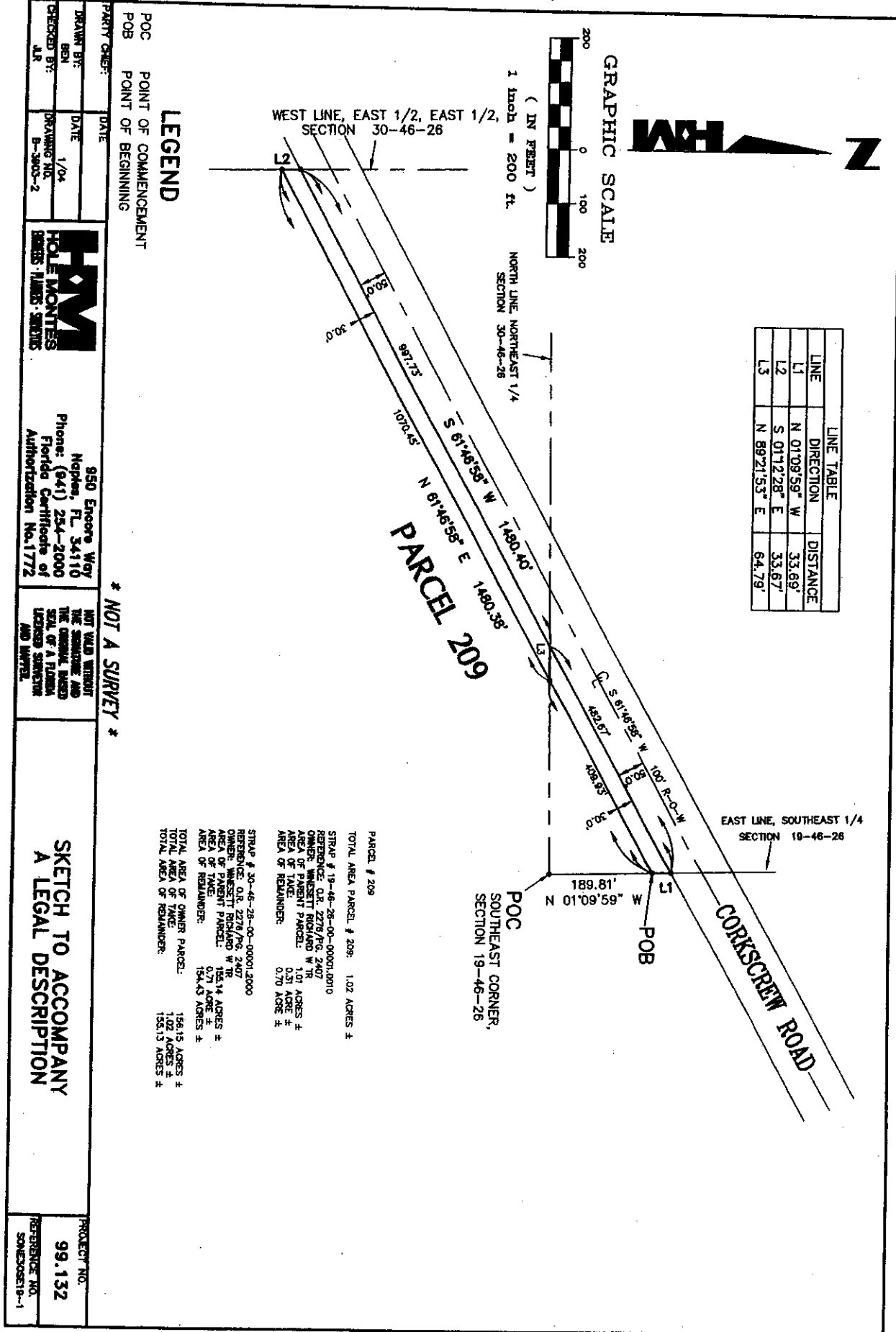
BEARINGS REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N.01°09'59"W.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772



Jerry Macher
JERRY MACHER P.S.M. #6130
STATE OF FLORIDA

U:\1999\1999132\SKETCHES\SINE30SE19-1.dwg Tabl Model Jan 14, 2004 - 407pm Plotted by: BenNowell



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF TRACT B, WILDCAT RUN, ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36 AT PAGES 30 THROUGH 43 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN S.01°12'28"E., ALONG THE BOUNDARY OF SAID TRACT B, FOR A DISTANCE OF 33.67 FEET TO A POINT LYING 30.00 FEET SOUTHEASTERLY OF AS MEASURED AT RIGHT ANGLES TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, THE SAME BEING THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.61°46'58"E., PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 162.97 FEET; THENCE RUN S.28°13'02"E., FOR A DISTANCE OF 5.00 FEET; THENCE RUN S.61°46'58"W., PARALLEL WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 165.52 FEET TO A POINT ON THE BOUNDARY OF SAID TRACT B; THENCE RUN N.01°12'28"W., ALONG THE BOUNDARY OF SAID TRACT B FOR A DISTANCE OF 5.61 FEET TO THE POINT OF BEGINNING; CONTAINING 821.24 SQUARE FEET, MORE OR LESS.

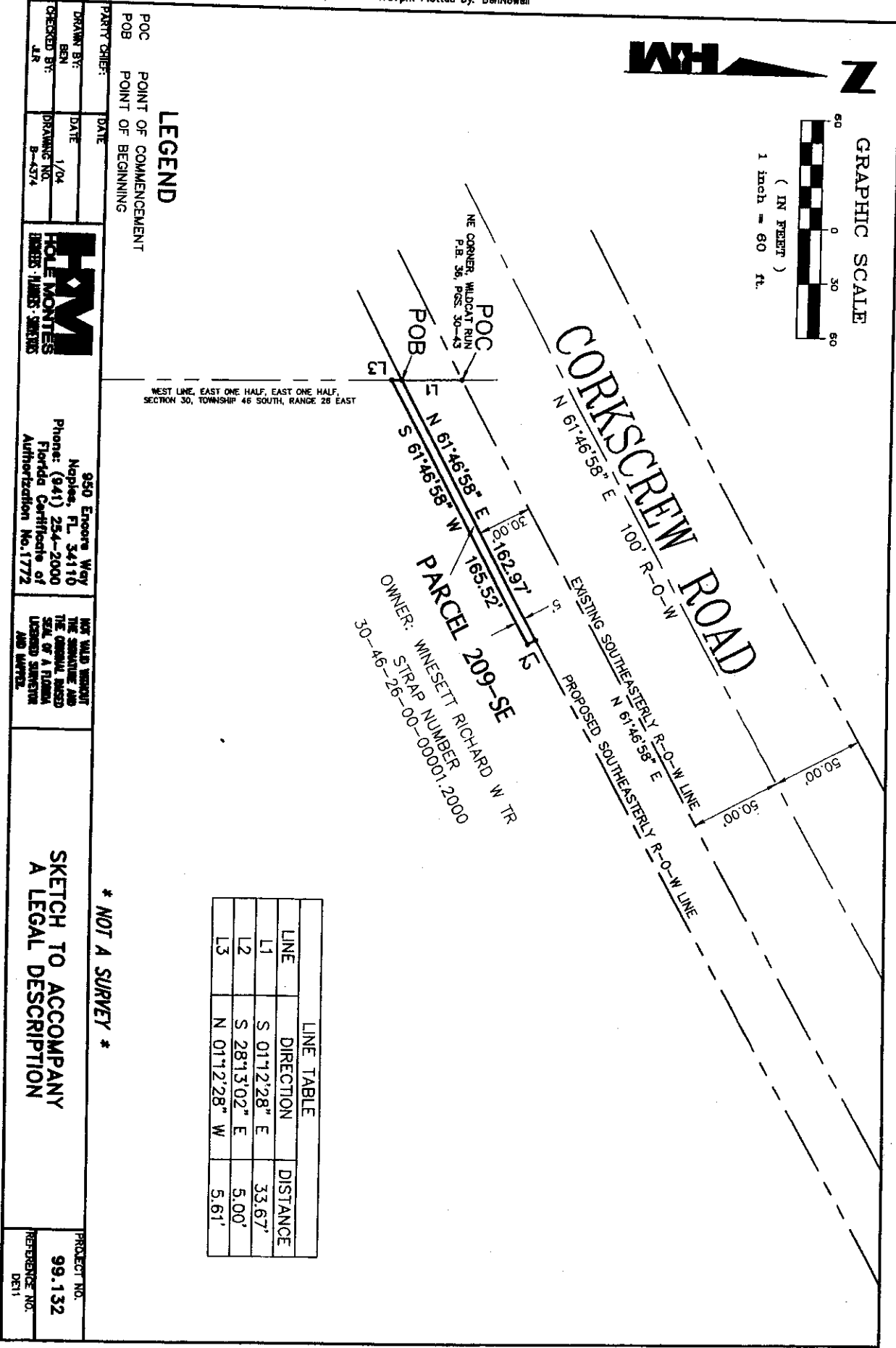
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY, AS BEING N.61°46'58"E.

HOLE MONTES, INC.
CERTIFICATION OF AUTHORIZATION LB #1772

BY  P.S.M. #6130
MACHER STATE OF FLORIDA

U:\1999\1999132\SKETCHS\DE11.dwg Tab: Model Jan 13, 2004 - 1:07pm Plotted by: BenNowell



DRAWN BY: BEN JR
CHECKED BY: JR
DATE: 1/04
DRAWING NO.: B-4374



950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
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.: DE11

* NOT A SURVEY *

EXECUTIVE SUMMARY

OWNER OF RECORD: Richard Winesett, Trustee (per 2003 Lee County tax roll).

LOCATION: South side of Corkscrew Road in Section 19, 20, and 30-46-26, Lee County, Florida.

LAND AREA: The larger ownership tract totals 396.15 acres according to Lee County Property Appraiser records. However, most of the subject property is comprised of jurisdictional wetlands on the rear portions of the site. According to the GIS mapping, the front 80 acres, more or less, are useable uplands within the Suburban category. In all likelihood, only the front portions of the property would therefore be significantly developable as the balance of the property is quite wet. Therefore, the front 80 acres is shown as the parent tract as a different use would exist for the rear portions. The proposed taking is a fee taking of 1.020 acres and a slope easement of 0.0188 acre. The remainder tract size will be 78.98 acres.

IMPROVEMENTS: None.

ZONING/LAND USE: AG-2 (Agricultural)/Suburban

HIGHEST AND BEST USE (Before Take): Residential Development

HIGHEST AND BEST USE (After Take): Residential Development

MARKET VALUE BEFORE TAKE: \$3,360,000

VALUE OF PART TAKEN: \$ 43,037

REMAINDER VALUE AS PART OF WHOLE: \$3,316,963

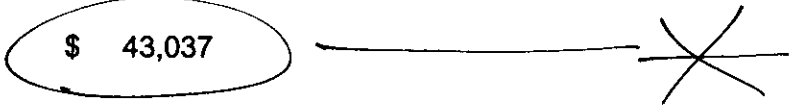
REMAINDER VALUE AFTER TAKE: \$3,316,963

SEVERANCE DAMAGES: \$ 0

AMOUNT DUE OWNER: \$ 43,037

INTEREST APPRAISED: Fee Simple

DATE OF VALUATION: 1 October 2003



DATE OF REPORT:

6 February 2004

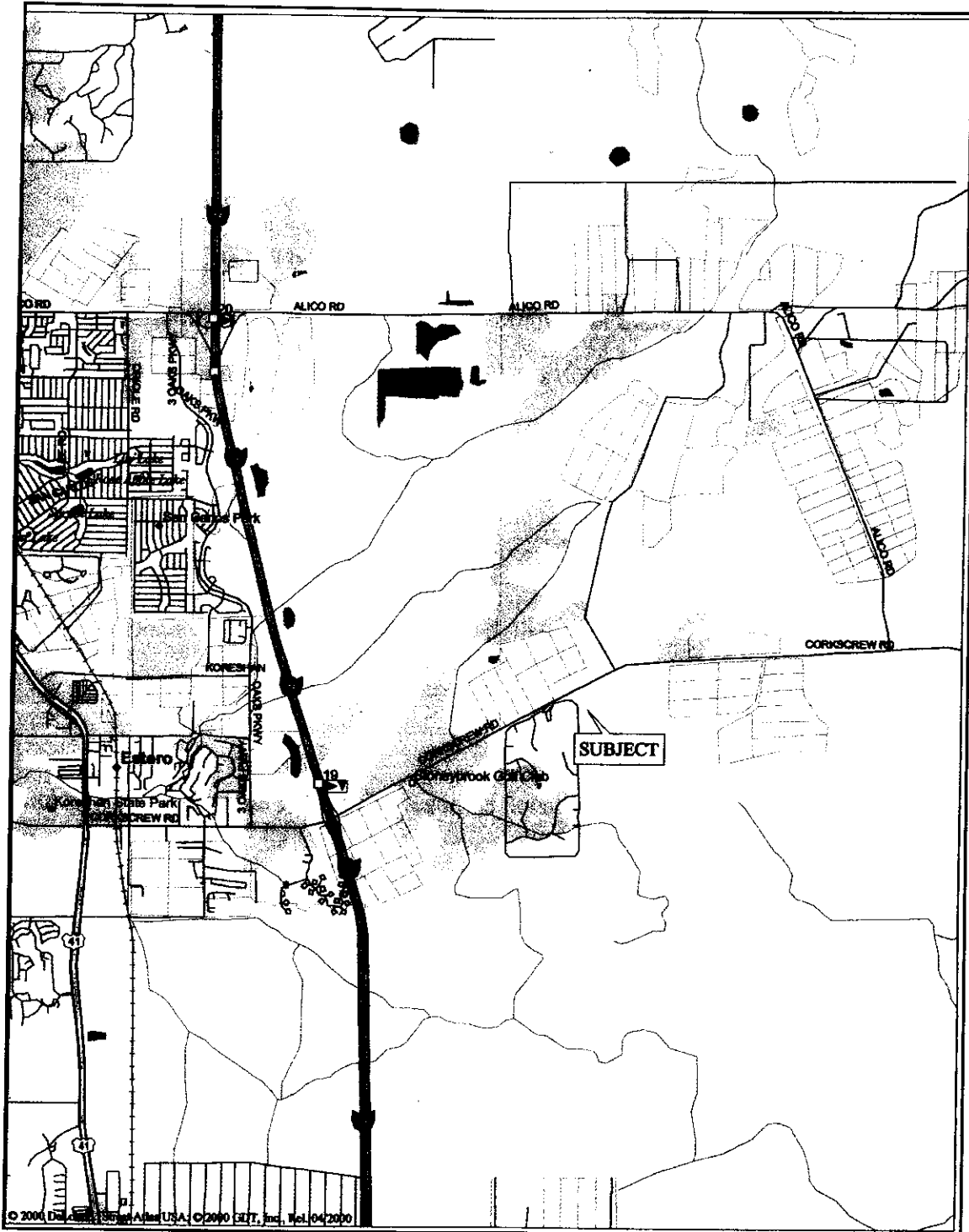
APPRAISER:

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:



Updated Ownership and Easement Search

Search No. 21809/A

Date: October 20, 2003

Parcel: ~~204-B~~ 209, 209-1E

Project: Corkscrew Road (Ben Hill

Griffin to East of Habitat) Project #4723

To: J. Keith Gomez
Director

From: Kenneth Pitt *KMP*
Real Estate Title Examiner

STRAP: 19-46-26-00-00001.0010

Effective Date: Updated from March 14th, 2002 to September 25th, 2003, at 5:00 p.m.

Subject Property: That part of the Southeast Quarter (SE 1/4) of the Southeast Quarter (SE 1/4) of Section 19, Township 46 South, Range 26 East, lying South of Corkscrew Road, Lee County, Florida.

Title to the subject property is vested in the following:

Confirmed 9-7-05

Richard W. Winesett, as Trustee under Agreement dated February 6, 1992

by that certain instrument dated February 7, 1992, recorded February 11, 1992, in Official Record Book 2276, Page 2407, Public Records of Lee County, Florida.

Easements:

1. Resolution dated July 29, 1981, recorded in Official Record Book 1541, Page 1661, Public Records of Lee County, Florida.

NOTE: Notice of Clearing recorded May 30, 1991, in Official Record Book 2224, Page 2161, Public Records of Lee County, Florida.

Tax Status: 2002 Tax Under %, 2001 Tax due and owing as of 9/26/2003 in the sum of \$137.42.
(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.

Department of Public Works
Division of County Lands

Page 1 of 2

Updated In House Title Search

Search No. 21809/B

Date: October 21, 2003

Parcel: ~~204-A~~ 209, 209-15

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

To: J. Keith Gomez
Property Acquisition Agent

From: Kenneth Pitt
Real Estate Title Examiner

STRAP: 30-46-26-00-00001.2000

An update has been requested of In House Title Search No. 21809/B which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through September 25, 2003, at 5:00 p.m.

Subject Property: The East Half (E 1/2) of the East Half (E 1/2) of Section 30, Township 46 South, Range 26 East lying South of Corkscrew Road, Lee County, Florida.

Title to the subject property is vested in the following:

Richard W. Winesett, as Trustee under Agreement dated February 6, 1992

by that certain instrument dated February 7, 1992, recorded February 11, 1992, in Official Record Book 2276, Page 2407, 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. 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.
3. 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.
4. 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.

Updated In House Title Search
Search No. 21809/B
Date: October 21, 2003
Parcel: 204-A
Project: Corkscrew Road (Ben Hill
Griffin to East of Habitat), Project
#4723

5. 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.
6. 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.

NOTE: Notice of Clearing dated May 29, 1991, recorded May 30, 1991, in Official Record Book 2224, Page 2161, Public Records of Lee County, Florida.

Tax Status: 2001 and 2002 taxes are due and payable, certificates issued.
(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

Richard W. Winesett, Trustee

STRAP No. 19-46-26-00-00001.0010 & 30-46-26-00-00001.2000

NO SALES in PAST 5 YEARS