

Date: 4/18/06

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20060443

1. ACTION REQUESTED/PURPOSE: Approve Agreement for Purchase and Sale of Real Estate in Lieu of Condemnation for Parcels 102, 102SE, Three Oaks Parkway South Extension Project No. 4043, and Parcels 1006, 1006DE, 1008, 1008DE, Imperial Street Widening Project No. 4060, in the total amount of \$400,000; authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete the acquisition.

2. WHAT ACTION ACCOMPLISHES: Acquisition of properties required for the Three Oaks Parkway South Extension, No. 4043, and Imperial Street Widening No. 4060, without the necessity of an eminent domain action.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 6 **CLF** 5. Meeting Date: **04-18-2006**

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)		8. Request Initiated:
	<input checked="" type="checkbox"/> Statute	73 & 125	Commissioner
	<input type="checkbox"/> Ordinance		Department
	<input type="checkbox"/> Admin. Code		Division
	<input checked="" type="checkbox"/> Other	BS20040483 BS20050880	By: Karen L.W. Forsyth, Director

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Fee-simple interests totaling ±.40 acres, slope easement totaling ±.22 acres, and drainage easements totaling ±.06 acres.

Property Details:
Owner: Maxwell Land Acquisitions, L.L.C., a Florida limited liability company
Property Address: 11517 & 11521 East Terry Street, Bonita Springs, FL 34135
STRAP Nos.: 25-47-25-B3-00004.002C, ~.0050, ~.0090, & ~.0020

Purchase Details:
Purchase Price: \$400,000
Estimated Closing Costs: \$3,000
The purchase price is at the Seller's asking price, substantiated by market data (appraisal).

Appraisal Information: Salient appraisal data is attached for reference.

Accounts: 20404330709.506110 (Three Oaks Parkway) & 20406063000.506110 (Imperial Street)

Attachments: Purchase and Sale Agreement, Affidavit of Interest, Appraisal Data/Location Map, Title Data, Sales History

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services (LAW) 4/16				County Manager/P.W. Director
<i>K. Forsyth</i>			<i>SAO 4/15</i>	<i>Robert</i>	Analyst	Risk	Grants	Mgr.	<i>S. Scholten</i>
					<i>4/16/06</i>	<i>4/16/06</i>	<i>4/16/06</i>	<i>4/16/06</i>	

11. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY
COUNTY ADMIN:
4/16/06
2:02

COUNTY ADMIN
FORWARDED TO:
4-16-06 C.W. 2:15
4-16-06 P.R. 5:00

Rec. by CoAtty
Date: 4/16/06
Time:
Forwarded To:
4/16/06 1:45 PM

This document prepared by
Lee County Division of County Lands
Project: Three Oaks Parkway South, 4043; Imperial Street Widening, 4060
Parcels: 102, 102SE, 1006, 1006DE, 1008, 1008DE
STRAP No.: 25-47-25-B3-00004.002C, ~.0050, ~.0090, & ~.0020

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this _____ day of _____, 20____ by and between **MAXWELL LAND ACQUISITIONS, L.L.C., a Florida limited liability company**, hereinafter referred to as SELLER, whose address is 1085 Business Lane, Suite 10, Naples, Florida 34110, 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 fee-simple parcel of land consisting of 2.40 acres more or less, and located at 11517 and 11521 East Terry Street and more particularly described in "Exhibit A" attached hereto and made a part hereof, and a slope easement parcel consisting of .22 acre more or less, and located at 11517 East Terry Street, and more particularly described in "Exhibit B" attached hereto and made a part hereof, and a drainage easement parcel consisting of .06 acres more or less, and located at 11517 and 11521 East Terry Street and more particularly described in "Exhibit C" attached hereto and made a part hereof, hereinafter collectively called the "Property". This Property is being acquired for the Three Oaks Parkway South Extension Project 4043 and the Imperial Street Widening Project 4060, hereinafter collectively called the "Project", with the SELLER'S understanding that the Property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be Four Hundred Thousand and no/100 dollars (\$400,000), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property, 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, a slope easement, drainage easement (the form of the easements are attached as Exhibits "D" and "E", respectively), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) 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.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have 30 days ("Review Period") 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, but shall not be obligated to expend more than \$5,000.00 or litigate any legal proceedings. If SELLER fails to make corrections within 30 days after notice, 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 such 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/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 conditions unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER, to best of SELLER'S actual knowledge, warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. To SELLER'S actual knowledge, no hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. To SELLER'S actual knowledge, 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, 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. To SELLER'S actual knowledge, 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, and no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To SELLER'S actual knowledge, there is no evidence of release of hazardous materials onto or into the Property.

To SELLER'S actual knowledge, 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 for a period of one (1) year.

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 30 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs. The provisions of this Section 14 shall survive the termination of this Agreement and closing and shall not be merged therein.

15. **REAL ESTATE BROKERS:** 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 or 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:

Karen C. Stevenson
Karen C. STEVENSON
Susan M Copeland
Susan M Copeland

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

MAXWELL LAND ACQUISITIONS, L.L.C.,
a Florida limited liability company

BY: [Signature] 4/4/06
(DATE)
Damon Warfel Managing Member
(Print Name and Title)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)



Exhibit "A"

December 19, 2003

Page 1 of 6

DESCRIPTION

**THREE OAKS PARKWAY
PARCEL 102
PARCEL IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land for right-of-way purposes lying in Section 25, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW-1/4) of the Southeast Quarter (SE-1/4) of Section 25, thence run along the west line of said Southeast Quarter (SE-1/4) S 01° 04' 09" E for 25.00 feet to the Point of Beginning.

From said Point of Beginning run N 89° 10' 12" E for 131.91 feet to a point of curvature of a tangent curve; thence southerly along an arc of said curve to the right having a radius of 6,075.00 feet, a delta of 04° 25' 22", a chord bearing of S 03° 16' 50" E, a chord of 468.82 feet for 468.94 feet to a point of tangency; thence S 01° 04' 09" E for 169.28 feet; thence S 89° 07' 46" W for 150.00 feet to the west line of said Southeast Quarter (SE-1/4) of Section 25; thence along said line N 01° 04' 09" W for 637.79 feet to the Point of Beginning.

Containing 92,837 square feet (2.13 acres), more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (N.A.D. 83/90 ADJ.) and based on the west line of the Southeast Quarter (SE-1/4) of Section 25 to bear N 01° 04' 09" W.

Mark G. Wentzel

Mark G. Wentzel (For The Firm LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 5242

Date Signed: 12/19/03

20013033/Parcel 102 121903



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 3 of 6

LEGAL DESCRIPTION

Parcel 1006 (Revised 06-07-05)

A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

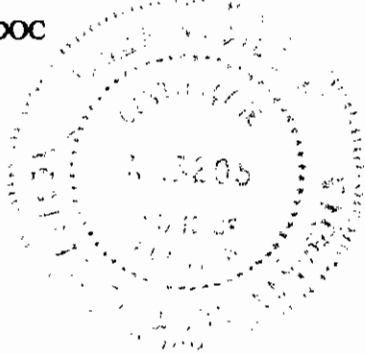
Commence at the southwest corner of the southeast quarter of Section 25, Township 47 South, Range 25 East, thence N.89°05'34"E. along the south line of said southeast quarter for 496.36 feet to an intersection with the east line of the east half of the of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence N.01°04'57"W along said east line for 35.00 feet to the point of beginning of the herein described parcel of land; thence continue N.01°04'57"W along said east line for 35.37 feet; thence N.87°34'59"E. for 165.53 feet to an intersection with the west line of the southeast quarter of the southwest quarter of the southeast quarter of said section 25; thence S.01°05'12"E along said west line for 39.73 feet; thence S.89°05'34"W. for 165.48 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

Date: 7-1-2005

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1006.DOC



PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



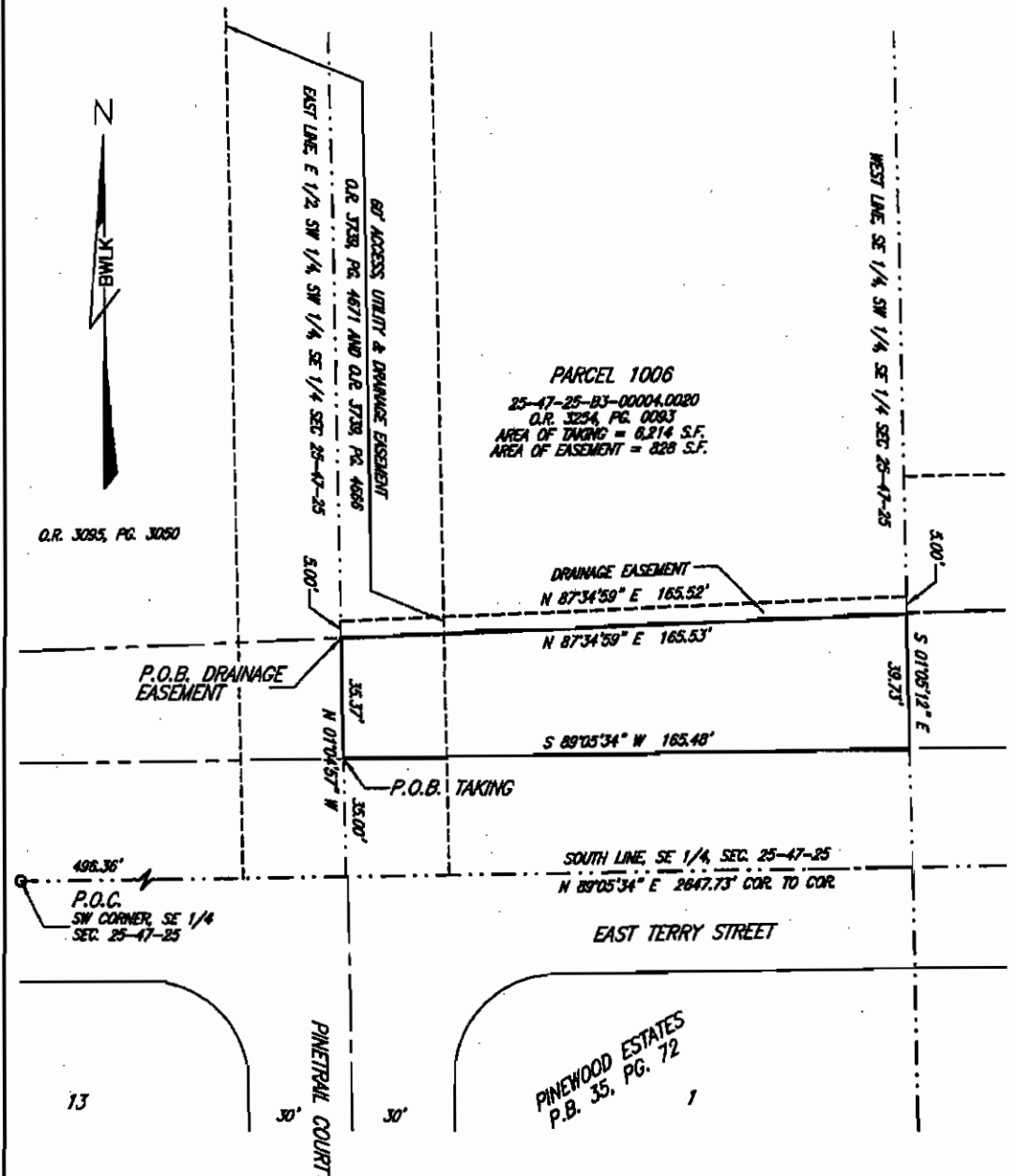
ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OF
A PARCEL OF LAND IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

Exhibit "A"

Page 4 of 6



SURVEYORS NOTES

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HEREWITH AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 DATUM, 1990 ADJUSTMENT.
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

BEAN, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919

James R. Coleman DATE: 7 JUN 05
JAMES R. COLEMAN (FOR THE FIRM)
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (30 4819)

CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
15041-1 MCCORDOR BOULEVARD, FORT MYERS, FLORIDA 33918-0910 (239) 487-1331

FILE NO. 08-08-05	PROJECT NO. 339653	DRAWN BY J.R.C.	SCALE 1" = 40'	SHEET 1 OF 1	FILE NO. 25-47-25
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Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 5 of 6

LEGAL DESCRIPTION

Parcel 1008 (Revised 06-07-05)

A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

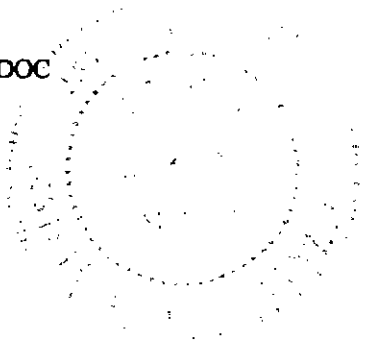
Commence at the southwest corner of the southeast quarter of Section 25, Township 47 South, Range 25 East, thence N.89°05'34"E. along the south line of said southeast quarter for 330.87 feet to an intersection with the west line of the east half of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence N.01°04'43"W along said west line for 35.00 feet to the point of beginning of the herein described parcel of land; thence continue N.01°04'43"W along said west line for 31.01 feet; thence N.87°34'59"E. for 165.53 feet to an intersection with the east line of the east half of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence S.01°04'57"E along said east line for 35.37 feet; thence S.89°05'34"W. for 165.48 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

Date: 7/1/2005

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1008.DOC



PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



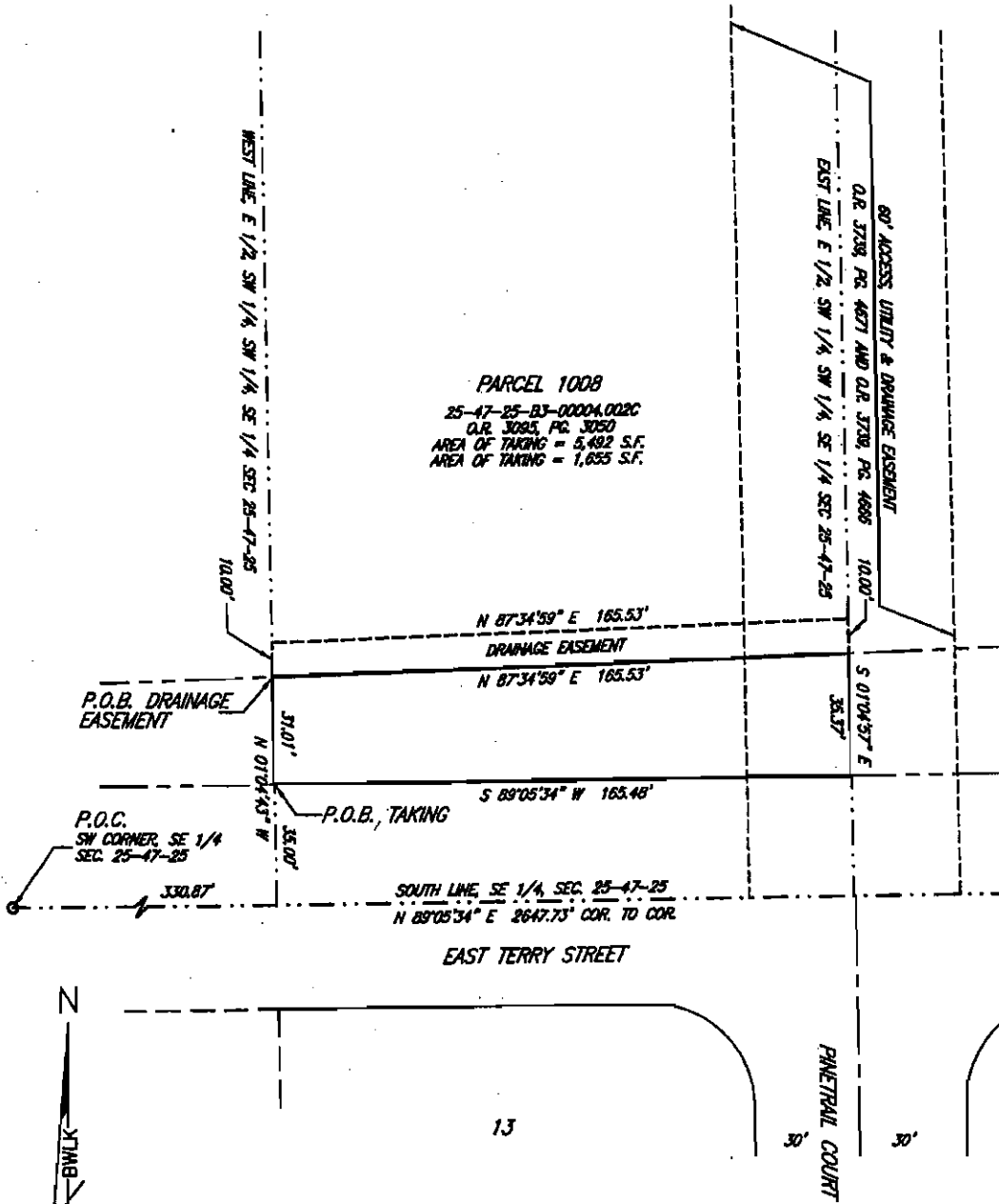
ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, FSM
W. BRITT FOMEROY, JR., PSM
STEPHEN H. SKORUFSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OF
A PARCEL OF LAND IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

Exhibit "A"

Page 6 of 6



SURVEYORS NOTES

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HEREWITH AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, MADRS DATUM, 1990 ADJUSTMENT.
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

BEAN, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919

James R. Coleman
DATE: 7/10/05
JAMES R. COLEMAN (FOR THE FIRM)
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (28 6819)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
12811-M MCCORDON BOULEVARD, FORT MYERS, FLORIDA 33919-0990 (238) 481-1331

Poi1008.dwg

REV	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (P-T-R)
06-06-05	35985	J.R.C.	1" = 40'	1 OF 1	25-47-25



December 19, 2003

Page 1 of 2

DESCRIPTION

**THREE OAKS PARKWAY
PARCEL 102-SE (15' SLOPE EASEMENT)
PARCEL IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land for lying in Section 25, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW-1/4) of the Southeast Quarter (SE-1/4) of Section 25, thence run along the north line of said Southwest Quarter (SW-1/4) of the Southeast Quarter (SE-1/4) N 89° 10' 12" E for 131.91 feet to the Point of Beginning.

From said Point of Beginning continue along said north line N 89° 10' 12" E a distance of 15.05 feet to a point of curvature of a tangent curve; thence southerly along an arc of said curve to the right having a radius of 6,090.00 feet (delta 04° 24' 41") (chord bearing S 03° 16' 30" E) (chord 468.76 feet) for 468.88 feet to a point of tangency; thence run S 01° 04' 09" E for 169.34 feet; thence run S 89° 07' 46" W for 15.00 feet; thence run N 01° 04' 09" W for 169.28 feet to a point of curvature of a tangent curve; thence northerly along an arc of said curve to the left having a radius of 6,075.00 feet (delta 04° 25' 22") (chord bearing N 03° 16' 50" W) (chord 468.82 feet) for 468.94 feet to the Point of Beginning.

Containing 9,572.87 square feet (0.22 acres), more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (N.A.D. 83/90 ADJ.) based on the west line of the Southeast Quarter (SE-1/4) of Section 25 to bear N 01° 04' 09" W.

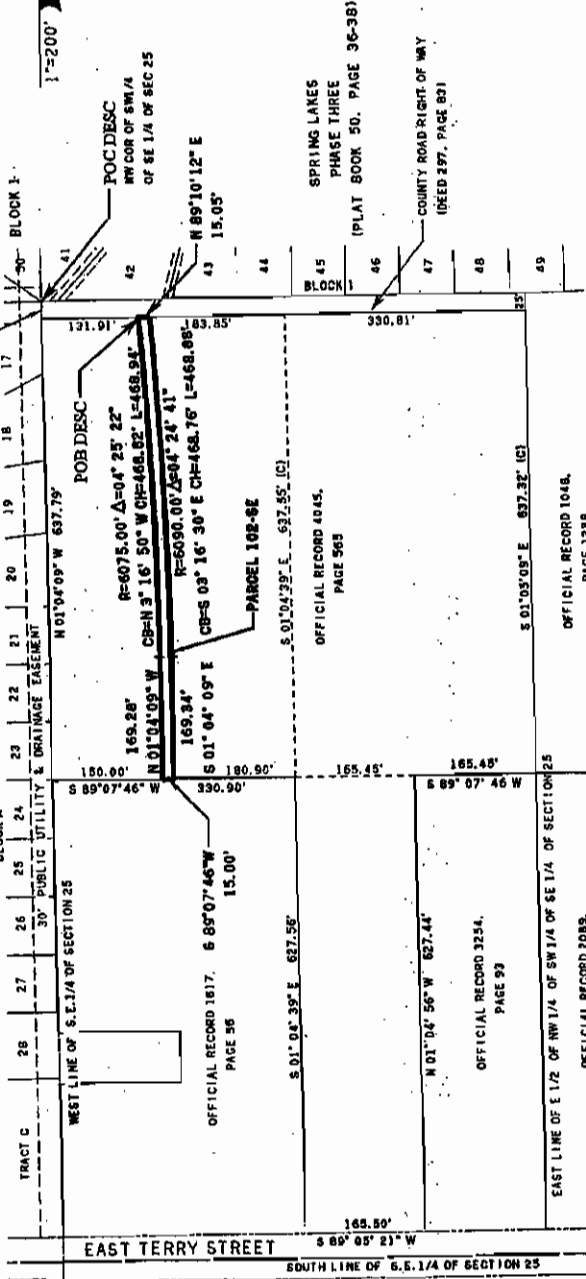
Mark G. Wentzel

Mark G. Wentzel (For The Firm LB-642)
Professional Surveyor and Mapper
Florida Certificate No. 5242

Date Signed: 12/19/03

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST

- NOTES:**
1. BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/90 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01° 04' 09" W REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
 3. P.O.C = POINT OF COMMENCEMENT.
 4. P.O.B = POINT OF BEGINNING
 5. DESC. = DESCRIPTION
 6. DESCRIPTION ATTACHED.
 7. R = RADIUS
 8. Δ = DELTA ANGLE
 9. CB = CHORD BEARING
 10. CH = CHORD LENGTH
 11. L = ARC LENGTH
 12. PARCEL CONTAINS 9572.87 SQUARE FEET (0.22 ACRES) MORE OR LESS.



AREA TABLE

AREA	SQUARE FEET	ACRES
PARENT TRACT	525,715.79	12.07
TAKEN AREA	9,572.87	0.22
REMAINDER	516,142.92	11.84

THIS IS NOT A SURVEY

MARK G. WENZEL FOR THE FIRM L.B.-642
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5247
 DATE SIGNED: 5/21/10
 NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PARCEL IN
 SECTION 25, TOWNSHIP 47 SOUTH,
 RANGE 25 EAST
 CITY OF BONITA SPRINGS
 LEE COUNTY, FLORIDA

PARCEL 102 SE - THREE OAKS PARKWAY
 15' SLOPE EASEMENT

**JOHNSON
 ENGINEERING**

2336 JOHNSON STREET
 P.O. BOX 1550
 FORT WORTH, TEXAS 76102-1550
 PHONE (817) 334-0045
 FAX (817) 334-3661
 E.B. #642 N.L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
05/19/03	20013039	25-47-25	1"=200'	1



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "C"

Page 1 of 4

LEGAL DESCRIPTION

Parcel 1006 Drainage Easement (Revised 06-07-05)

A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

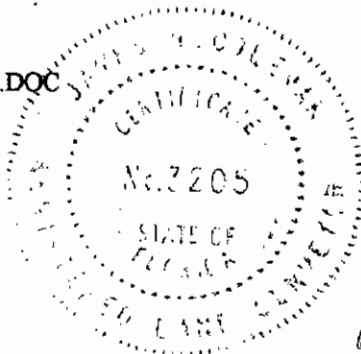
Commence at the southwest corner of the southeast quarter of Section 25, Township 47 South, Range 25 East, thence N.89°05'34"E. along the south line of said southeast quarter for 496.36 feet to an intersection with the east line of the east half of the of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence N.01°04'57"W along said east line for 70.37 feet to the point of beginning of the herein described parcel of land; thence continue N.01°04'57"W along said east line for 5.00 feet; thence N.87°34'59"E. for 165.52 feet to an intersection with the west line of the southeast quarter of the southwest quarter of the southeast quarter of said section 25; thence S.01°05'12"E along said west line for 5.00 feet; thence S.87°34'59"W. for 165.53 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

Date: 7/10/05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1006ESMT.DOC



PRINCIPALS:

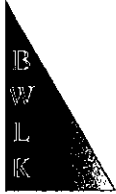
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:

TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "C"

Page 3 of 4

LEGAL DESCRIPTION

Parcel 1008 Drainage Easement (Revised 06-07-05)

A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

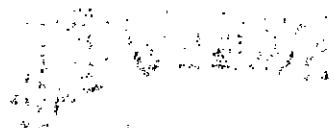
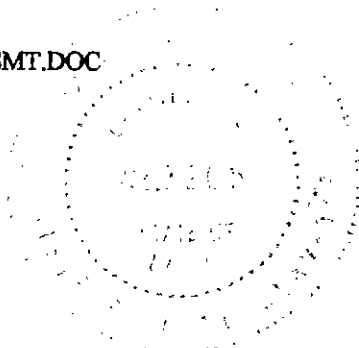
Commence at the southwest corner of the southeast quarter of Section 25, Township 47 South, Range 25 East, thence N.89°05'34"E. along the south line of said southeast quarter for 330.87 feet to an intersection with the west line of the east half of the of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence N.01°04'43"W along said west line for 66.01 feet to the point of beginning of the herein described parcel of land; thence continue N.01°04'43"W along said west line for 10.00 feet; thence N.87°34'59"E. for 165.53 feet to an intersection with the east line of the east half of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence S.01°04'57"E along said east line for 10.00 feet; thence S.87°34'59"W. for 165.53 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

Date: 7/20/05

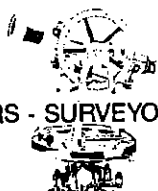
James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1008ESMT.DOC



PRINCIPALS:
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE MSCE VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSN
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE

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

Exhibit "D"

Page 1 of 2

Parcel: 102/Maxwell
Project: Three Oaks Parkway South, 4043
STRAP No.: 25-47-25-B3-00004.0090

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____ 20____,
Between MAXWELL LAND ACQUISITIONS, L.L.C., a Florida limited liability company, whose
address is 1085 Business Lane, Naples, Florida 34110, (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 at Grantee's sole expense.

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:

MAXWELL LAND ACQUISITIONS,
L.L.C., a Florida limited liability
Company

BY: _____

1st Witness Signature

(Print Name and Title)

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 _____ of Maxwell Land
(print name and title of person acknowledged)

Acquisitions, L.L.C., a Florida limited liability company, on behalf of the company. He/She is personally known to me or who has produced _____ as identification.

(type of identification)

(Signature of Notary Public)

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

This Instrument Prepared by:
COUNTY LANDS DIVISION
P.O. Box 398
Fort Myers, FL 33902-0398
Parcel: 1006/1008
Project: Imperial Street Widening 4060
STRAP No. 25-47-25-B3-00004.002C & ~.0020

Exhibit "E"

Page 1 of 2

THIS SPACE FOR RECORDING

**PERPETUAL
STORMWATER DRAINAGE EASEMENT**

THIS INDENTURE, made and entered into this ____ day of _____, 200__, between **MAXWELL LAND ACQUISITIONS, L.L.C., a Florida limited liability company**, Owner, whose address is 1085 Business Lane, Suite 10, Naples, FL 34110, 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 33902-0398 hereinafter referred to as Grantee:

WITNESSETH:

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

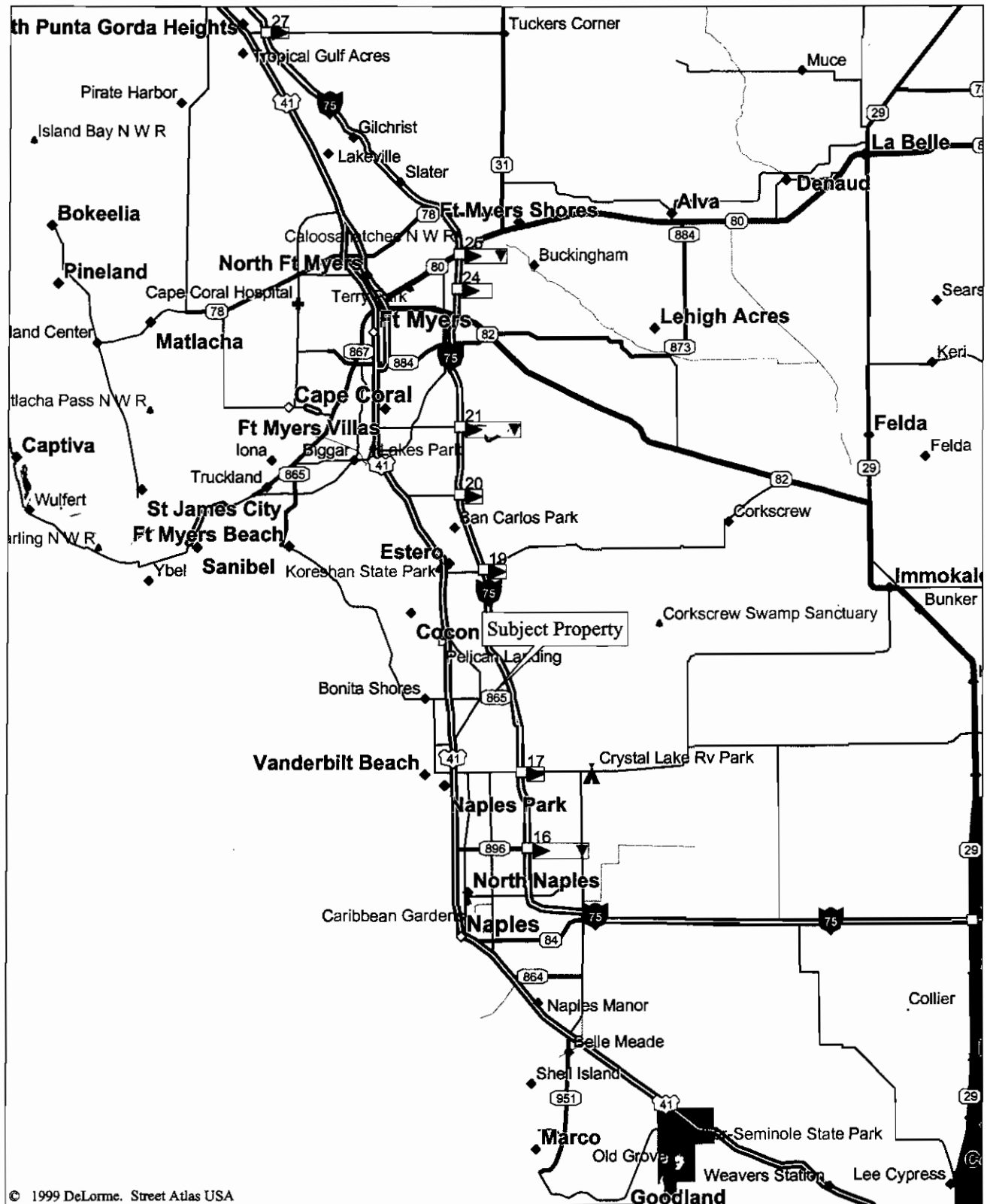
2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, and maintain, at its sole expense, a stormwater drainage swale/ditch, a drainage pipeline, a catch basin, and other appurtenances, to be located on, under, across and through the above-described property with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, dig into pavement, and remove fences when reasonably necessary for the proper operation of the said facilities. Grantee shall restore the surface around the swale/ditch and catch basin to its prior condition at Grantee's expense.

3. The stormwater drainage facilities will not be limited to any one (1) diameter size or type and/or number of connections to other stormwater lines for providing drainage pipes. The area of this stormwater drainage easement is reserved for the swale/ditch, subsurface pipeline, catch basin, and associated facilities.

4. Title to the facilities constructed hereunder shall remain in the Grantee, Grantee's successors, appointees and assigns.

Section One – Executive Summary

Property type:	Residential Land
Address:	11517/21 East Terry Street, Bonita Springs, Lee County, FL 34135 in Section 25, Township 47S, Range 25E.
Citation:	Located on the north side of East Terry Street, ¼ mile east of Imperial Street
STRAP:	25-47-25-B3-00004.0020; .0020; .0050; .0090
County Tract:	504
Owner of Record:	Maxwell Land Acquisitions, LLC
Site area (sq. ft./acres):	642,510 / 14.75
Fee Take area (sq. ft./acres):	104,543 / 2.40
Exclusion Take area (sq. ft./acres):	9,573 / 0.28
Remainder Site area (sq. ft./acres):	537,967 / 12.35
Zoning:	RSA & RPD
Use (s):	Moderate Density Single Family Residential
Highest & Best Use - Vacant:	Residential development
Highest & Best Use - After Take:	Residential development
As Is:	As Is
Fee Simple:	Fee Simple
Market Value:	Market Value
11/21/2005:	11/21/2005
11/21/2005:	11/21/2005
12/07/2005:	12/07/2005
Whole Site:	\$2,950,000
Value of the Part Taken:	<u>\$494,000</u> *
Remainder Value as Part of Whole:	\$2,456,000
Fee Take Value:	\$2,388,800
Exclusion Value:	\$67,200
Value of Fee Take:	\$15,000
Value of Exclusion:	<u>\$576,200</u> *
None:	None *
None:	None
See Data Book:	See Data Book
W. Michael Maxwell, MAI, SRA:	W. Michael Maxwell, MAI, SRA;
Matthew H. Caldwell:	Matthew H. Caldwell



© 1999 DeLorme. Street Atlas USA

LOCATION MAP

STRAP No.: Multiple
Parcels: 102, 102SE, 1006, 1006DE, 1008, 1008DE
Project: Three Oaks Parkway, 4043
Imperial Street, 4060

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ____ day of _____, 2006 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:

Maxwell Land Acquisitions, L.L.C., a Florida limited liability company
1085 Business Lane, Ste 10
Naples, Florida 34110

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. Branch Banking & Trust
2. Nanette Warfel
3. _____
4. _____
5. _____

Branch Banking & Trust is a mortgagee interest holder only.

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:

Maxwell Land Acquisitions, L.L.C., a
Florida limited liability company

By: [Signature]
Nanette Warfel Managing Member
(Print Name and Title)

[Signature]
Witness Signature
KAREN C. SEWENSON
Printed Name

[Signature]
Witness Signature
SUSAN M. COPELAND
Printed Name

Affidavit of Interest in Real Property
Parcel: 102/SE, 1006/DE, 1008/DE
Project: 4043/4060

STATE OF FLORIDA
COUNTY OF COLLIER

SWORN TO AND SUBSCRIBED before me this 4 day of April, 2006 by


Damon Wanfel, of Maxwell Land Acquisitions, L.L.C., a
(print name and title)

Florida limited liability company, on behalf of the company. He/She is personally known to me
or has produced _____ as identification.

Karen C. Stevenson
(Notary Signature)

(SEAL)

Karen C. Stevenson
(Print, type or stamp name)

NOTARY PUBLIC-STATE OF FLORIDA
 Karen C. Stevenson
Commission # DD467739
Expires: OCT. 14, 2009
Bonded Thru Atlantic Bonding Co., Inc.



SINCE 1946

Exhibit "A"

December 19, 2003

Page 1 of 19DESCRIPTION

**THREE OAKS PARKWAY
PARCEL 102
PARCEL IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land for right-of-way purposes lying in Section 25, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW-1/4) of the Southeast Quarter (SE-1/4) of Section 25, thence run along the west line of said Southeast Quarter (SE-1/4) S 01° 04' 09" E for 25.00 feet to the Point of Beginning.

From said Point of Beginning run N 89° 10' 12" E for 131.91 feet to a point of curvature of a tangent curve; thence southerly along an arc of said curve to the right having a radius of 6,075.00 feet, a delta of 04° 25' 22", a chord bearing of S 03° 16' 50" E, a chord of 468.82 feet for 468.94 feet to a point of tangency; thence S 01° 04' 09" E for 169.28 feet; thence S 89° 07' 46" W for 150.00 feet to the west line of said Southeast Quarter (SE-1/4) of Section 25; thence along said line N 01° 04' 09" W for 637.79 feet to the Point of Beginning.

Containing 92,837 square feet (2.13 acres), more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (N.A.D. 83/90 ADJ.) and based on the west line of the Southeast Quarter (SE-1/4) of Section 25 to bear N 01° 04' 09" W.

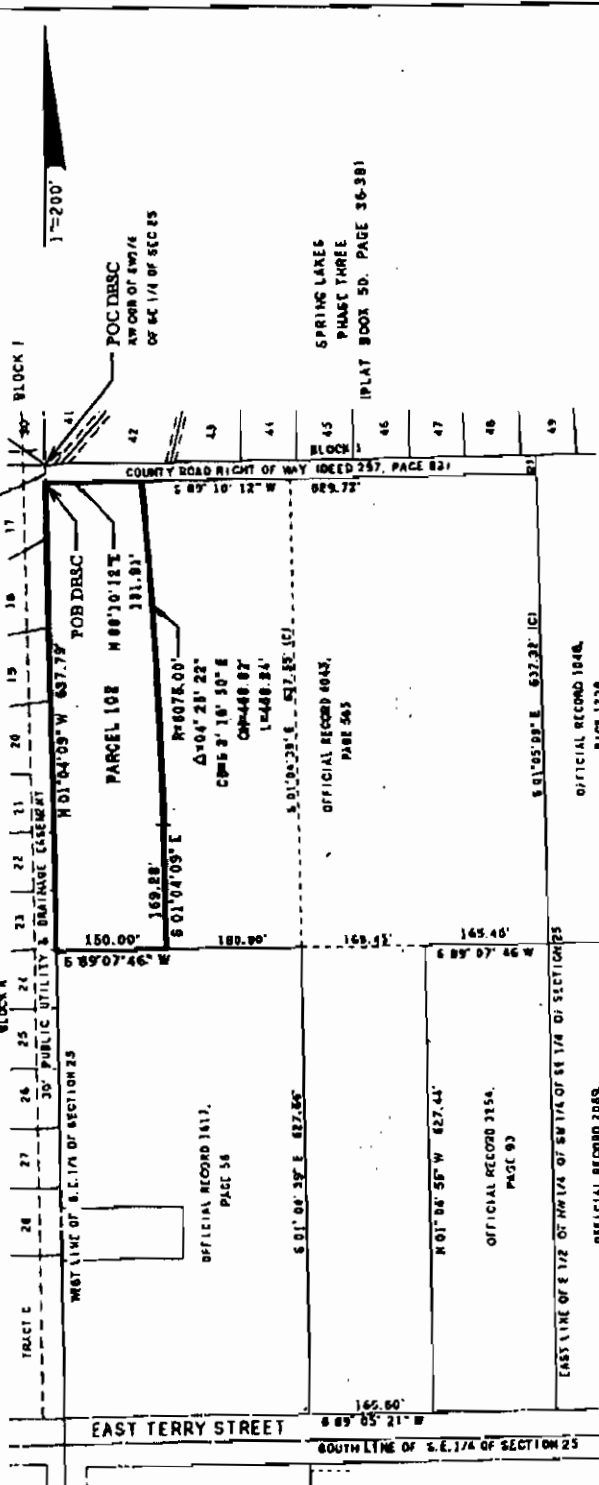
Mark G. Wentzel (For The Firm A.B-642)
Professional Surveyor and Mapper
Florida Certificate No. 5242

Date Signed: 12/19/03

20013033/Parcel 102 121903

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST

- NOTES:**
1. BEARINGS SHOWN HEREIN ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (NAD 83/00 ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01°04'09"W
 2. THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL
 3. P.O.C. & POINT OF COMMENCEMENT.
 4. P.O.B. = POINT OF BEGINNING
 5. D.E.S.C. = DESCRIPTION
 6. DESCRIPTION ATTACHED.
 7. R. = RADIUS
 8. Δ = DELTA ANGLE
 9. C.B. = CHORD BEARING
 10. C.H. = CHORD LENGTH
 11. L. = ARC LENGTH
 12. PARCEL CONTAINS 92,836.98 SQUARE FEET (2.13 ACRES) MORE OR LESS.



AREA TABLE	
AREA	SQUARE FEET
PARENT TRACT	525,715.79
TAKEN AREA	92,836.98
REMAINING	432,878.81

PARCEL IN
SECTION 25, TOWNSHIP 47 SOUTH,
RANGE 25 EAST
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

**JOHNSON
ENGINEERING**

PARCEL 102 - THREE OAKS PARKWAY

SKETCH TO ACCOMPANY DESCRIPTION

1114 JONESHWATER CT
FORT MYERS, FL 33908-1390
PHONE (813) 334-0018
FAX (813) 334-3551
S.R. #442 & L.R. #842

THIS IS NOT A SURVEY

MARK G. WENTZ
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5217

DATE SIGNED: 04/03/08
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Exhibit "A"
Page 2 of 10

DATE	05/19/03	PROJECT NO.	26013093	FILE NO.	79-47-25	SHEET	1
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SINCE 1946

Exhibit "A"

December 19, 2003

Page 3 of 10DESCRIPTION

**THREE OAKS PARKWAY
PARCEL 102-SE (15' SLOPE EASEMENT)
PARCEL IN SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land for lying in Section 25, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the northwest corner of the Southwest Quarter (SW-1/4) of the Southeast Quarter (SE-1/4) of Section 25, thence run along the north line of said Southwest Quarter (SW-1/4) of the Southeast Quarter (SE-1/4) N 89° 10' 12" E for 131.91 feet to the Point of Beginning.

From said Point of Beginning continue along said north line N 89° 10' 12" E a distance of 15.05 feet to a point of curvature of a tangent curve; thence southerly along an arc of said curve to the right having a radius of 6,090.00 feet (delta 04° 24' 41") (chord bearing S 03° 16' 30" E) (chord 468.76 feet) for 468.88 feet to a point of tangency; thence run S 01° 04' 09" E for 169.34 feet; thence run S 89° 07' 46" W for 15.00 feet; thence run N 01° 04' 09" W for 169.28 feet to a point of curvature of a tangent curve; thence northerly along an arc of said curve to the left having a radius of 6,075.00 feet (delta 04° 25' 22") (chord bearing N 03° 16' 50" W) (chord 468.82 feet) for 468.94 feet to the Point of Beginning.

Containing 9,572.87 square feet (0.22 acres), more or less.

Bearings hereinabove mentioned are State Plane Coordinate for the West Zone of Florida (N.A.D. 83/90 ADJ.) based on the west line of the Southeast Quarter (SE-1/4) of Section 25 to bear N 01° 04' 09" W.

Mark G. Wentzel

Mark G. Wentzel (For The Firm LB-42)
Professional Surveyor and Mapper
Florida Certificate No. 5242

Date Signed: 12/19/03

20013033/15' Slope Easement 121903

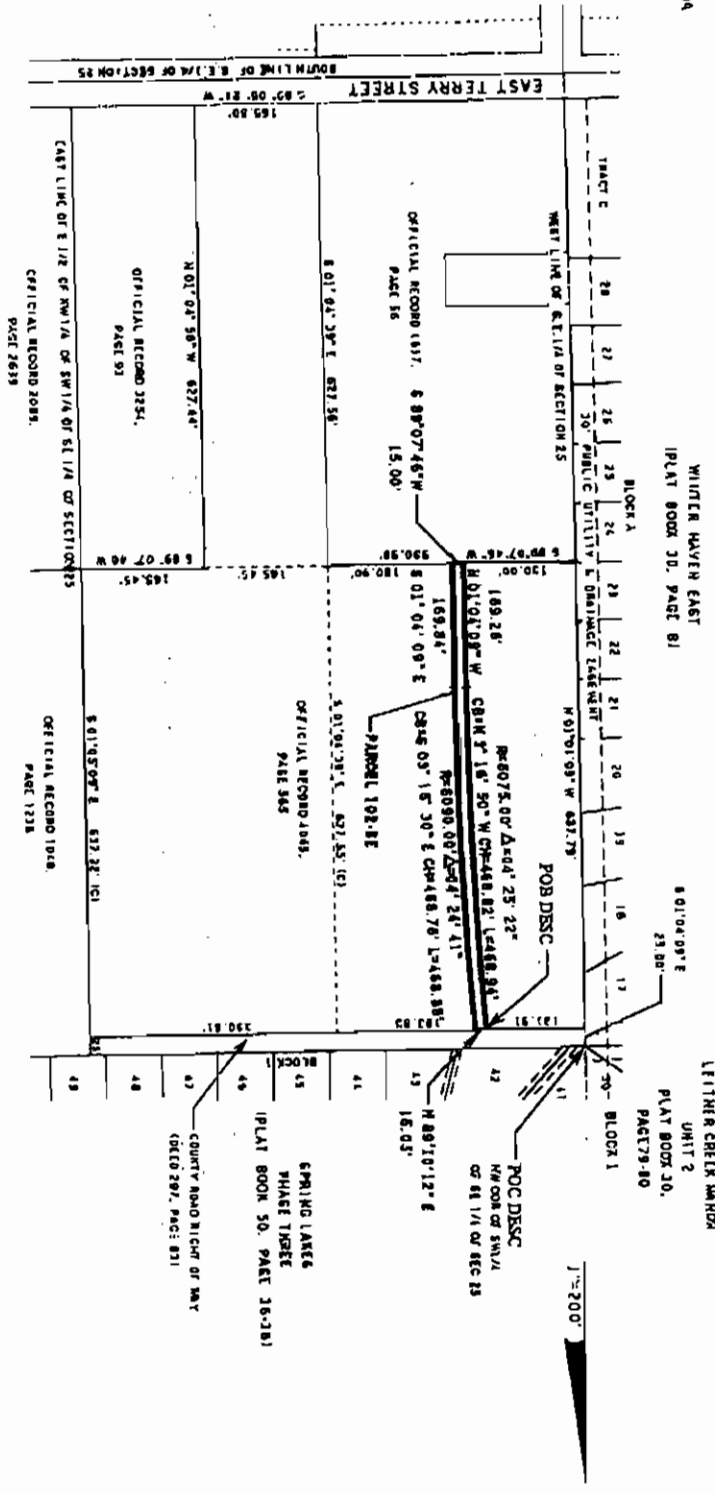
Exhibit "A"

Page 4 of 10

NOTES:

- 1 BEARINGS SHOWN HEREON ARE STATE PLANE COORDINATE FOR THE WEST ZONE OF FLORIDA (HAD 83/9D ADJUSTMENT) AND BASED ON THE WEST LINE OF THE SE 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST TO BEAR N 01° 04' 09" W
- 2 THIS SKETCH DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
- 3 POC = POINT OF COMMENCEMENT.
- 4 POB = POINT OF BEGINNING
- 5 DESC = DESCRIPTION
- 6 DESCRIPTION ATTACHED
- 7 R = RADIUS
- 8 Δ = DELTA ANGLE
- 9 CH = CHORD BEARING
- 10 CL = CHORD LENGTH
- 11 L = ARC LENGTH
- 12 PARCEL CONTAINS 9572.87 SQUARE FEET (0.22 ACRES) MORE OR LESS.

SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST



THIS IS NOT A SURVEY

MARIE C. JOHNSON, P.L.C. (FLORIDA LICENSE NO. 6427)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. 5247

DATE SIGNED: 04/03/06
 SIGNATURE: Marie C. Johnson
 SEAL OF A LICENSED SURVEYOR AND MAPPER

AREA TABLE		
AREA	SQUARE FEET	ACRES
PARENT TRACT	525,715.79	12.07
TAKEUP AREA	9,572.87	0.22
REMAINDER	516,142.92	11.84

PARCEL 102 SE - THREE OAKS PARKWAY
 15' SLOPE EASEMENT

JOHNSON ENGINEERING

2158 JOHNSON BLVD
 P.O. BOX 1518
 TAMPA, FLORIDA 33602-1550
 PHONE: (813) 224-0918
 FAX: (813) 224-0881
 E.O. 12812 & E.O. 14176

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	TITLE NO.	SCALE	SHEET
05/16/09	20013003	03-17-03	1"=80'	1

PARCEL IN
 SECTION 25, TOWNSHIP 47 SOUTH,
 RANGE 25 EAST
 CITY OF BONITA SPRINGS
 LEE COUNTY, FLORIDA



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 5 of 10

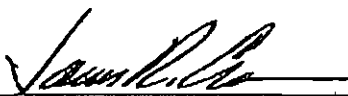
LEGAL DESCRIPTION

Parcel 1006 (Revised 06-07-05)

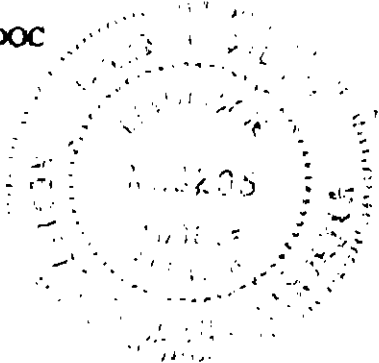
A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 25, Township 47 South, Range 25 East, thence N.89°05'34"E. along the south line of said southeast quarter for 496.36 feet to an intersection with the east line of the east half of the of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence N.01°04'57"W along said east line for 35.00 feet to the point of beginning of the herein described parcel of land; thence continue N.01°04'57"W along said east line for 35.37 feet; thence N.87°34'59"E. for 165.53 feet to an intersection with the west line of the southeast quarter of the southwest quarter of the southeast quarter of said section 25; thence S.01°05'12"E along said west line for 39.73 feet; thence S.89°05'34"W. for 165.48 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

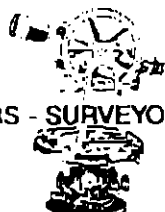
 Date: 7-June-05
James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1006.DOC

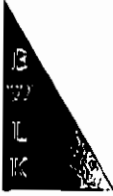


PRINCIPALS.
WILLIAM E. BEAN PSM, CHAIRMAN
SCOTT C. WHITAKER PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES:
TRACY N. BEAN, AICP
CHARLES D. WRIGHT, PSM
W. BRITT POWEROY, JR., PSM
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HEBBLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmooffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 6 of 10

LEGAL DESCRIPTION

Parcel 1006 Drainage Easement (Revised 06-07-05)

A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

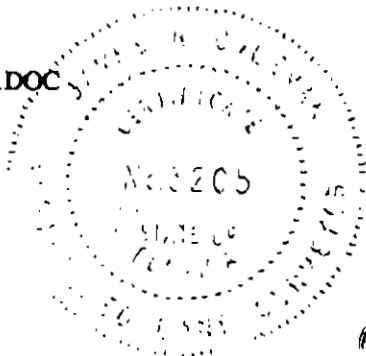
Commence at the southwest corner of the southeast quarter of Section 25, Township 47 South, Range 25 East, thence N.89°05'34"E. along the south line of said southeast quarter for 496.36 feet to an intersection with the east line of the east half of the of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence N.01°04'57"W along said east line for 70.37 feet to the point of beginning of the herein described parcel of land; thence continue N.01°04'57"W along said east line for 5.00 feet; thence N.87°34'59"E. for 165.52 feet to an intersection with the west line of the southeast quarter of the southwest quarter of the southeast quarter of said section 25; thence S.01°05'12"E along said west line for 5.00 feet; thence S.87°34'59"W. for 165.53 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

Date: 7/10/05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

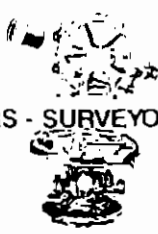
PCL1006ESMT.DOC



PRINCIPALS

- WILLIAM E BEAN PSM CHAIRMAN
- SCOTT C WHITAKER PSM, PRESIDENT
- JOSEPH L LUTZ, PSM
- AHMAO R. KAREH PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES.

- TRACY N. BEAN AICP
- CHARLES D. KNIGHT, PSM
- W. BRITT POMEROY, JR., PSM
- STEPHEN H. SKORUPSKI, PSM
- ELWOOD RINEFIELD, PSM
- JAMES A. HESSLER, PSM
- JAMES R. COLEMAN PSM
- RUDOLF A. NORMAN PE



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmooffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 8 of 10

LEGAL DESCRIPTION

Parcel 1008 (Revised 06-07-05)

A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

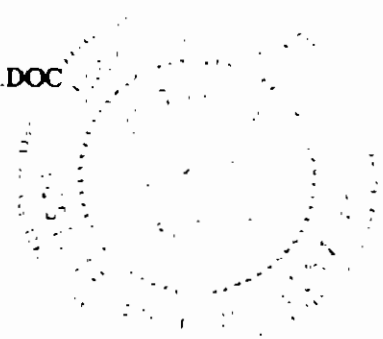
Commence at the southwest corner of the southeast quarter of Section 25, Township 47 South, Range 25 East, thence N.89°05'34"E. along the south line of said southeast quarter for 330.87 feet to an intersection with the west line of the east half of the of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence N.01°04'43"W along said west line for 35.00 feet to the point of beginning of the herein described parcel of land; thence continue N.01°04'43"W along said west line for 31.01 feet; thence N.87°34'59"E. for 165.53 feet to an intersection with the east line of the east half of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence S.01°04'57"E along said east line for 35.37 feet; thence S.89°05'34"W. for 165.48 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

 Date: 7 June 05

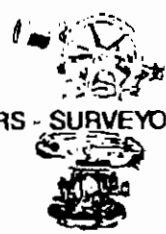
James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1008.DOC



PRINCIPALS
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
ANMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



ASSOCIATES
TRACY H. BEAN, AICP
CHARLES D. KNIGHT, PSM
W. BRITT POMEROY, JR., PSM
STEPHEN M. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PSM
JAMES R. COLEMAN, PSM
RUDOLF A. NORMAN, PE



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

Exhibit "A"

Page 9 of 16

LEGAL DESCRIPTION

Parcel 1008 Drainage Easement (Revised 06-07-05)

A parcel of land in Section 25, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 25, Township 47 South, Range 25 East, thence N.89°05'34"E. along the south line of said southeast quarter for 330.87 feet to an intersection with the west line of the east half of the of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence N.01°04'43"W along said west line for 66.01 feet to the point of beginning of the herein described parcel of land; thence continue N.01°04'43"W along said west line for 10.00 feet; thence N.87°34'59"E. for 165.53 feet to an intersection with the east line of the east half of the southwest quarter of the southwest quarter of the southeast quarter of said section 25; thence S.01°04'57"E along said east line for 10.00 feet; thence S.87°34'59"W. for 165.53 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate of Authorization Number LB0004919

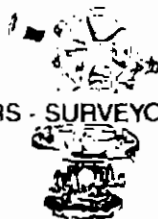
Date: 7 JUNE 05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

PCL1008ESMT.DOC

PRINCIPALS
WILLIAM E. BEAN, PSM, CHAIRMAN
SCOTT C. WHITAKER, PSM, PRESIDENT
JOSEPH L. LUTZ, PSM
AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



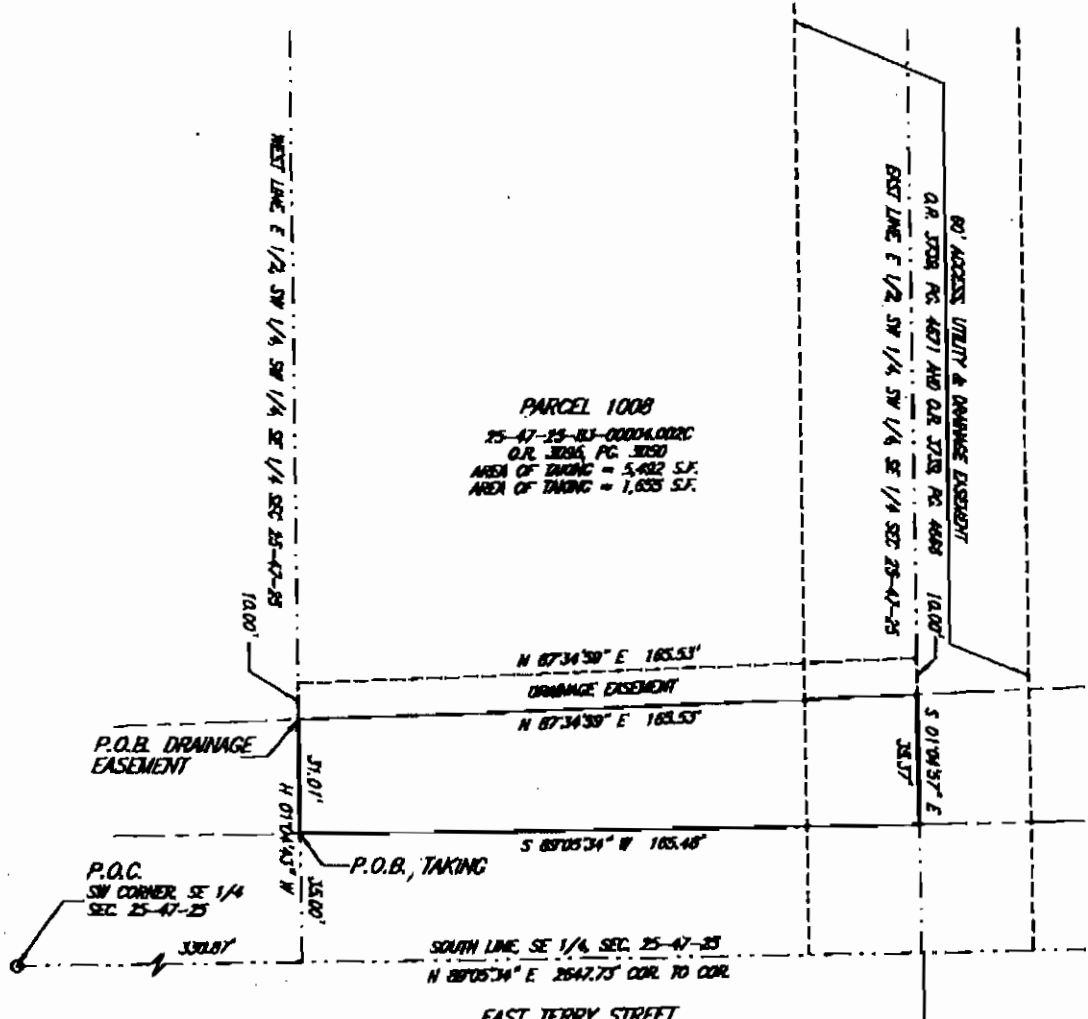
ASSOCIATES
TRACY N. BEAN, AICP
CHARLES D. KNIGHT, PGM
W. BRITT POMEROY, JR., PSAI
STEPHEN H. SKORUPSKI, PSM
ELWOOD FINEFIELD, PSM
JAMES A. HESSLER, PGM
JAMES R. COLEMAN, PSM
RUDOLFA NORMAN, PE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OF
A PARCEL OF LAND IN
SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

Exhibit "A"

Page 10 of 10



PARCEL 1008
 25-47-25-00004.002C
 O.R. 3026, P.C. 3050
 AREA OF TAKING = 5,482 S.F.
 AREA OF TAKING = 1,635 S.F.



SURVEYORS NOTES

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HEREWITH AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NAD83 DATUM, 1980 ADJUSTMENT.
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

BEAN, WHITTAKER, LUTZ & KAREH, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER: LB0004912

James R. Coleman
 JAMES R. COLEMAN (FOR THE FIRM)
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3303

Bean, Whittaker, Lutz & Kareh, Inc. (INCORPORATED)
 CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
 12814 PROSPER BOULEVARD, FORT MYERS, FLORIDA 33904 (889) 491-1201

DATE	ISSUED BY	SCALE	SHEET	TOTAL SHEETS
06-06-05	JB	1" = 40'	1 OF 1	25-47-25

Division of County Lands

Ownership and Easement Search

Search No. 25-47-25-B3-00004.0090

Date: March 16, 2005

Parcel: *102/102 SE*

Project: Three Oaks Parkway South, Project #4043

To: J. Keith Gomez
Property Acquisition Agent

From: Kenneth Pitt *KPP*
Real Estate Title Examiner

STRAP: 25-47-25-B3-00004.0090

Effective Date: February 17, 2005 *6* at 5:00 p.m.

Subject Property: The West 1/2 of the NW 1/4 of the SW 1/4 of the SE 1/4 of Section 25, Township 47 South, Range 25 East, Lee County, Florida, excepting therefrom the North 25 feet for County Road Right of Way.

Title to the subject property is vested in the following:

Maxwell Land Acquisitions, LLC
Village Realty, Inc. (A Florida Corporation)

By that certain instrument ~~March 24, 1999~~, recorded ~~March 29, 1999~~, in Official Record Book 3095, Page 3050 and corrected by that certain instrument dated August 11, 2003, recorded August 29, 2003 in Official Record Book 4045 Page 565, Public Records of Lee County, Florida.

Instrument No 4632/4561 - 3-18-2005

Easements:

- 1. Reservation of the North 25 feet excepted from the subject property for county road right of way, first recited in a deed recorded in Deed Book 297, Page 83, Public Records of Lee County, Florida.

NOTE 1: Subject property is ~~not~~ encumbered by a mortgage. *w/ Branch Banking & Trust 4632/4567; ucc 4632/4581*

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

3: Subject to a Notice of Development Order Approval, recorded in Official Record Book 4341 Page 2021, Public Records of Lee County, Florida.

4: No reservation or leases found of record relating to Oil, Gas and Mineral Rights for the subject property.

Tax Status: \$1,565.40 paid on 2/5/05 for tax year 2004.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

Division of County Lands

Ownership and Easement Search
Search No. 25-47-25-b3-00004.0050
Date: March 16, 2005
Parcel:
Project: Three Oaks Parkway South
#4043

Tax Status: \$1,565.40 paid on 2/5/05 Tax Year 2004.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

Division of County Lands

Ownership and Easement Search
Search No. 25-47-25-b3-00004.0050
Date: March 16, 2005
Parcel: 102/1025E
Project: Three Oaks Parkway South #4043

To: J. Keith Gomez
Property Acquisition Agent

From: Kenneth Pitt
Real Estate Title Examiner

STRAP: 25-47-25-B3-00004.0050



Effective Date: February 17, 2005, at 5:00 p.m.

Subject Property:

The East half of the Northwest Quarter of the Southwest quarter of the Southeast quarter of Section 25, Township 47 South, Range 25 East, excepting the North 25 feet as set forth in Deed Book 297, Page 83, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Maxwell Land Acquisitions, LLC
Village Realty, Inc. (a Florida Corporation)

by that certain instrument dated March 24, 1999, recorded March 29, 1999, in Official Record Book 3095, Page 3050 and corrected by that certain instrument dated August 11, 2003, recorded August 29, 2003, in Official Record Book 4045 Page 565, Public Records of Lee County, Florida.

Instrument No 4632/4561 3-18-25

Easements:

1. The North 25 feet of the property reserved for County roadway in Deed Book 297, Page 83, Public Records of Lee County, Florida.

NOTE(1): Property is ~~not~~ encumbered by a mortgage. *W/ Branch Banking 4632/4567 LLC - 4632/4561*

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

NOTE(3): Subject to a Notice of Development Order Approval, recorded in Official Record Book 4341 Page 2021, Public Records of Lee County, Florida.

NOTE(4): No reservation or leases found of record relating to Oil, Gas and Mineral Rights for the subject property.

Division of County Lands

Ownership and Easement Search
Search No. 25-47-25-B3-00004.002C
Date: March 16, 2005
Parcel:
Project: Three Oaks Parkway South
#4043

- NOTE(2): Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection, recorded in Official Record Book 2189 Page 3281 and amended by Official Record Book 2189 Page 3334, Public Records of Lee County, Florida.
- NOTE(3): Subject to a Notice of Development Order Approval, recorded in Official Record Book 3921 Page 3206, Public Records of Lee County, Florida.
- NOTE(4): No reservation or leases found of record relating to Oil, Gas and Mineral Rights for the subject property.

Tax Status: \$1,490.12 paid on 2-5-05 Tax Year 2004.
(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

Division of County Lands

Ownership and Easement Search

Search No. 22458

Date: April 7, 2006

Parcel: 1006/1006 DE

Project: Imperial Street Widening
#4060

To: Teresa L. Mann, SR/WA
Property Acquisition Agent

From: Kenneth Pitt
Real Estate Title Examiner

STRAP: 25-47-25-B3-00004.0020

Effective Date: March 4, ²⁰⁰⁶, at 5:00 p.m.

Subject Property: The East half of the East half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 25, Township 47 South, Range 25 East, Lee County, Florida. Excepting the South 35 feet reserved for County Road widening as recorded in Deed Book 287, Page 209, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

~~Mark D. McCleary, Trustee of the Mark D. McCleary Revocable Living Trust~~
Maxwell Land Acquisitions, LLC

~~by that certain instrument dated May 8, 2000, recorded May 11, 2000, in Official Record Book 3254, Page 93, Public Records of Lee County, Florida.~~

Instrument 4632/4564 3-18-2005
Easements:

1. Reservation of the South 35 feet of the subject property for County roadway, as recited in Deed Book 287, Page 209, Public Records of Lee County, Florida.
2. Reciprocal Easement Agreement between the current owner of the subject property and Village Realty, Inc., recorded in Official Record Book 3739, Page 4666, Public Records of Lee County, Florida. *Vacated/Released*

NOTE 1: Property is ~~not~~ encumbered by a mortgage. *w/ Branch Banking 4632/4561
u/c 4632/4581*

Tax Status:

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

Division of County Lands

Ownership and Easement Search

Search No. 25-47-25-B3-00004.002C

Date: March 16, 2005

Parcel: 1008/1008E

Project: Three Oaks Parkway South #4043

To: J. Keith Gomez
Property Acquisition Agent

From: Kenneth Pitt *K. Pitt*
Real Estate Title Examiner

STRAP: 25-47-25-B3-00004.002C

Effective Date: February 17, 2005, at 5:00 p.m.

Subject Property: The following described parcels lying in Section 25, Township 47 South, Range 25 East, Lee County, Florida and being more particularly described as follows:

The West half of the East half of the Southwest quarter of the Southwest quarter of the Southeast quarter of Section 25, Township 47 South, Range 25 East, excepting the South 35 feet as set forth in Deed Book 287, Page 209, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Maxwell Land Acquisitions, LLC
Village Realty, Inc.

by that certain instrument dated ~~March 24, 1999~~, recorded ~~March 29, 1999~~, in Official Record Book 3095, Page 3050 and corrected by that certain instrument dated August 11, 2003, recorded August 29, 2003 in Official Record Book 4045 Page 565, Public Records of Lee County, Florida.

Instrument 4632/4561 3-18-05

Easements:

1. The South 35 feet of the property reserved for County roadway in Deed Book 287, Page 209, Public Records of Lee County, Florida.
2. Reciprocal Easement Agreement between Village Realty, Inc., and Mark D. McCleary, Trustee recorded in Official Record Book 3739, Page 4666, Public Records of Lee County, Florida. *- deleted/released*
3. Subject to a Grant of Utility Easement, conveyed to Bonita Springs Utilities, Inc, giving an Easement 10 feet in width along the Southerly line of the subject property for utility purposes, recorded in Official Record Book 4313 Page 1724, Public Records of Lee County, Florida.

NOTE(1): Property is ~~not~~ encumbered by a mortgage. *v/ Branch Banking*
4632/4561; ucc - 4632/4561

5-Year Sales History

Maxwell Land Acquisitions, L.L.C.
(Parcels 102, 102SE, 1006, 1006DE, 1008, 1008DE)

Three Oaks Parkway South Extension
Project No. 4043
Imperial Street Road Widening
Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N
Village Realty, Inc. (Parcels 102/102SE, 1008, 1008DE); Mark D. McCleary, Ind. & Trustee	Maxwell Land Acquisitions, L.L.C	\$2,700,000	3/18/05	Y

*The referenced transaction includes the entire parent tract.