

Lee County Board Of County Commissioners

Blue Sheet No. 20061114

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Execute the Three Oaks/Koreshan 36 Agreement with Estero Oaks LLC, a Florida limited liability company, to facilitate acquisition of right-of-way drainage facilities for Parcel 202, proposed as part of the Three Oaks Parkway Project CIP No. 4081; direct County staff to process documents in accordance with the Agreement; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Obtains the necessary right-of-way required to accommodate the drainage design for the Three Oaks Parkway Project.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6 **C6A** **5. Meeting Date:** ~~SEP 20 2006~~ **SEP 26 2006**

6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
<input checked="" type="checkbox"/> Consent		<input checked="" type="checkbox"/> Statute	<u>125</u>	Commissioner	
<input type="checkbox"/> Administrative		<input type="checkbox"/> Ordinance		Department	Independent
<input type="checkbox"/> Appeals		<input type="checkbox"/> Admin. Code		Division	County Lands
<input type="checkbox"/> Public		<input checked="" type="checkbox"/> Other	Blue Sheet 20060274	By:	Karen L.W. Forsyth, Director
<input type="checkbox"/> Walk-On					

9. Background:
 The engineering design for the Three Oaks Parkway Project includes an open drainage structure on property owned by Estero Oaks, LLC. The open drainage was built with a temporary easement. The developer entered into negotiations with the County to accommodate this drainage, resulting in the attached Agreement. The highlights of the Agreement are as follows:

- The County will obtain the necessary easement to maintain the drainage facility as constructed. The cost to the County is \$88,870 for the easement.
- This easement will be in use until an alternate drainage system is in place to accommodate the County's identified need.
- The County will maintain the drainage facility for as long as the drainage facility remains at the present location.
- The County will extinguish its interest in this easement when an alternate drainage facility is in place and functioning, and the owner delivers an easement for the alternate drainage facility.

Property Details:

Owner: Estero Oaks, LLC
Address: 12501 Estero Parkway, Estero, FL
STRAP: 22-46-25-00-01001.1020, .102B, .102A, and .102C

Purchase Details:

Purchase Price: \$88,870
Costs to Close: Approximately \$6,000 to include title insurance, recording and other necessary costs and up to \$5,000 for voluntary subordination from lender

Appraisal Information:

Company: Diversified Appraisal, Inc.
Appraised Value: \$88,870

Account: Funds are available in the following CIP Account: 20408118824.506110

Attachments: Agreement, Appraisal, Affidavit, Title Commitment, Location Map

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>BAO 9/16</i> <i>9/17/06</i>	<i>Robert Speck</i> <i>9-12-06</i>	<i>9-13-06</i>	<i>9-13-06</i>	<i>9/13/06</i>	<i>HS 9/13/06</i>	

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: 9/12/06 3:15 PM
COUNTY ADMIN FORWARDED TO: 9/14/06 9 AM

Rec. by CoAtty
Date: 9/12/06
Time: 1:00pm
Forwarded To: Admin 9/12/06 2:30 PM

THREE OAKS/KORESHAN 36 AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2006, between Estero Oaks, LLC, a Florida limited liability company, whose mailing address is 4061 Bonita Beach Road, Suite #201, Bonita Springs, FL 34134, and Lee County, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398.

WHEREAS, Lee County, as part of the Corlico Parkway MSBU Project, requires a drainage facility along Three Oaks Parkway (formerly Corlico Parkway) to accommodate surface water; and

WHEREAS Estero Oaks, LLC owns the property along Three Oaks Parkway legally described in attached Exhibit "AA"; and

WHEREAS, the Exhibit "A" parcel is part of a project known as Koreshan 36 Development Order approval as a result of Case DOS2003-0093; and

WHEREAS, the County's current drainage system along Three Oaks Parkway includes a typical open drainage ditch facility, constructed as part of Corlico Parkway MSBU, located and legally described in Temporary Easement recorded in Official Record Book 1892, Page 763, Public Records of Lee County, Florida, attached as Exhibit "B"; and

WHEREAS, the attached Exhibit "C" Notice of Development Ordered letter dated November 8, 2003 to Thomas Lehnert RE: Koreshan 36, DOS 2003-00093, DO Submittal Large, Sheet 2 of 15, PO1 Appl (paperwrk1 DO resub), and site development, and paving, grading, and drainage plan Sheet 3 of 15 LDC approved November 8, 2003 contemplates Koreshan 36 use of a portion of the area described in Exhibit "B" for commercial uses; and

WHEREAS, Estero Oaks, LLC, desires to preserve the option to design and construct, at no cost to the County, a drainage system for the commercial portion of the Koreshan 36 project included within the Exhibit "A" area that will accommodate the drainage needs identified in the County design for the Three Oaks parkway (formerly Corlico Parkway) MSBU and attributable to the Exhibit "B" drainage area; and

WHEREAS, Estero Oaks, LLC, is willing to grant the County a drainage easement similar to attached Exhibit "D" on the property described in Exhibit "E" to use until that portion encompassed by the Exhibit "A" area is developed with a viable alternate drainage system in place to accommodate the County's identified need and an easement is granted to the County in a form substantially similar to attached Exhibit "F"; and

WHEREAS, if Estero Oaks, LLC, or its successor chooses to exercise the option to provide an alternative drainage facility, then a replacement easement in the Koreshan 36 drainage system encompassed by the Exhibit "A" area will be granted to the County to accommodate the necessary drainage flows from Three Oaks parkway, including perpetual maintenance, at no cost to the County; and

WHEREAS, Estero Oaks, LLC, understands that if the option to provide an alternative drainage facility is exercised that it or its successor will be responsible for relocating the drainage facility constructed as part of Corlico Parkway MSBU on the property described in Exhibit "B" at no expense to the County; and

WHEREAS, the parties believe this Agreement will facilitate County drainage needs, accommodate the property owner and developer desires, and adequately protect the public interest.

NOW, THEREFORE, in consideration of the covenants in this Agreement, the parties agree as follows:

1. Easement Grant - Exhibit "E" area
 - a. Estero Oaks, LLC, agrees to execute an easement, in the form attached as Exhibit "D" to this Agreement, granting Lee County an easement over, across, under and through the property described in Exhibit "E". This easement will be executed and provided to the County for processing within 30 days after this Agreement becomes effective. The purpose of the easement is to allow the construction and maintenance of a drainage facility in accordance with the Corlico Parkway Road MSBU now known as Three Oaks Parkway, for the proper functioning of the drainage facility. The intent of this provision is to require execution of the easement by the actual titleholder at the time this Agreement becomes effective and execution occurs.
 - b. The County agrees to pay a total of \$88,870 for the easement.
 - c. The County will maintain the drainage facility within the Exhibit "E" area for as long as the drainage facility remains at this location and is necessary to the Three Oaks Parkway (formerly Corlico Parkway) drainage system.
 - d. The County agrees to extinguish its interest in the Exhibit "E" easement area under the following conditions:
 1. An alternate drainage facility is in place and functioning that Lee County Department of Transportation (DOT) has determined will meet the actual and planned drainage needs served by the Exhibit "E" facility; and
 2. Estero Oaks, LLC, or the successor titleholder executes and delivers an easement for an alternate drainage facility in a form substantially similar to Exhibit "F" and acceptable to the County Attorney's office; and

3. No cost is incurred by the County for relocation of the drainage facility, restoration of the Exhibit "E" easement area or maintenance of the alternate drainage facility; and
 4. The County is provided with a continuing right to maintain the alternate drainage facility, including necessary access rights, in the event Estero Oaks, LLC, or a successor in interest fails to properly maintain the facility.
2. Replacement or Alternate Easement
- a. During the initial development of the Koreshan 36 project encompassed by the Exhibit "A" area the developer may choose to design a water management system that will accommodate the flows and capacity of the facilities in the Exhibit "B" and Exhibit "E" area, in addition to the needs of the Koreshan 36 project. If this course is chosen, DOT must be provided the opportunity to review and comment on the design during the development order review process to insure that the design will result in a reasonable and viable alternative to the Exhibit "B" facility. The parties understand and agree that any replacement water management facility designed and constructed will accommodate only the flows and capacity originally planned for the Exhibit "B" parcel. The parties also understand and agree that DOT retains final approval authority with respect to replacement or relocation of the Exhibit "B" facility.
 - b. The County agrees not to unreasonably withhold approval of a replacement or alternate facility and agrees to extinguish its interest in the Exhibit "E" area in accordance with Section 1.d. above.
 - c. Any modification to the South Florida Water Management District (SFWMD) Permit #85-00149-S applicable to the Corlico Parkway MSBU Improvement Project and the drainage facility in the Exhibit "B" area necessary to accommodate relocation of the Exhibit "B" facility is the sole responsibility of the developer. The County agrees to cooperate in this effort. However, the parties understand and agree that the County will not acquiesce to a position that may jeopardize the viability of an existing SFWMD permit. Any costs associated with the permit modification will be borne by the developer.
 - d. Estero Oaks, LLC, agrees not to damage or otherwise suspend the function of the Exhibit "B" facility until after Lee County has approved this action. County approval will be contingent upon approval by DOT after an inspection reveals that the drainage facility within the alternative water management system is in place, functioning and capable of fully replacing the need for the Exhibit "B" facility.

- e. Once connection to the Koreshan 36 facility is approved, Estero Oaks, LLC, or its successor must execute and deliver an easement to the County in a form substantially similar to Exhibit "F". The deed must be reviewed and approved by the County Attorney's office prior to execution and acceptance by the Board of County Commissioners.
 - f. In conjunction with obtaining Board acceptance of the replacement easement, the County also agrees to process a request for the Board to execute a statutory quit claim deed for the Exhibit "E" area. A copy of this deed is attached as Exhibit "G". Once executed, the County agrees to record these documents.
3. The parties understand and agree that any drainage facilities constructed or maintained in accordance with this Agreement must meet SFWMD and County regulatory permitting requirements.
 4. The parties agree that rights and obligations provided to Estero Oaks, LLC, under the terms of this Agreement are freely assignable to a purchaser for value.
 5. This instrument constitutes the entire agreement of the parties and may be modified only by a written instrument executed with the same formality.
 6. This Agreement becomes effective upon execution by all parties.
 7. This Agreement is binding upon the parties and their respective successors and assigns.
 8. This Agreement may be executed in several counterparts. When executed by the parties, the counterparts will constitute the Agreement between the parties as if all signatures were appended to one original instrument.

Diane L Posey
 Witness Signature

Diane L. Posey
 Printed Name

Lisa Esposito
 Witness Signature

Lisa Esposito
 Printed Name

Estero Oaks, LLC.
 a Florida limited liability company

By: Steven C. Hunt
 Steven C. Hunt, as its Manager

By: Michael S. McVay
 Michael S. McVay, as its Manager

ATTEST:
CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Chairwoman or Vice Chairman

APPROVED AS TO FORM

By: _____
Lee County Attorney

- EXHIBIT "AA" - ESTERO OAKS LLC DEED TO KORESHAN 36 TRACT
- EXHIBIT "A" - KORESHAN LEGAL OF KORESHAN 36 TRACT
- EXHIBIT "B" - TEMPORARY CONSTRUCTION EASEMENT AREA, DRAINAGE FOR COLICO PARKWAY (THREE OAKS PARKWAY)
- EXHIBIT "C" - NOTICE OF DEVELOPMENT, LCD SITE PLAN APPROVAL
- EXHIBIT "D" - DRAINAGE DITCH EASEMENT
- EXHIBIT "E" - LEGAL AND SKETCH FOR 15 FOOT AREA FOR DRAINAGE
- EXHIBIT "F" - PERPETUAL DRAINAGE EASEMENT
- EXHIBIT "G" - STATUTORY QUIT CLAIM DEED FOR EXHIBIT E

Prepared by and return to:

Truman J. Costello, P.A.
12670 New Brittany Blvd.
Fort Myers, FL 33907
239-939-2222
File Number: 05-8812
Will Call No.: 17

Parcel Identification No. 22-46-25-00-01001.1020

[Space Above This Line For Recording Data]

Warranty Deed

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

This Indenture made this 21st day of June, 2006 between **Koreshan 36 Partnership, LLP**, a Florida limited liability partnership whose post office address is **9250 Corkscrew Road, Suite 8, Estero, FL 33928** of the County of Lee, State of Florida, grantor*, and **Estero Oaks, LLC**, a Florida limited liability company whose post office address is **4061 Bonita Beach Road, Suite 201, Bonita Springs, FL 34134** of the County of Lee, State of Florida, grantee*.

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

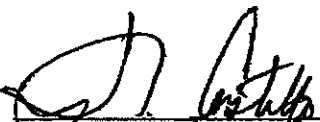
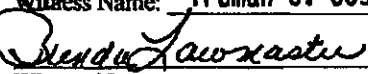
That Lee County, Florida real property as described on the attached Exhibit "A."


Subject to taxes for 2006 and subsequent years; covenants, conditions, restrictions, easements, reservations and limitations of record, if any.

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

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

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:


Witness Name: Truman J. Costello

Witness Name: Brenda Lawmaster
Brenda Lawmaster

Koreshan 36 Partnership, LLP, a Florida limited liability partnership
By: 
Stephanie Miller, Managing Partner

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 21st day of June, 2006 by Stephanie Miller, Managing Partner on behalf of Koreshan 36 Partnership, LLP, a Florida limited liability partnership. She ~~is~~ personally known to me or [x] has produced a driver's license as identification.



Brenda Lawmaster
Commission # DD527949
Expires June 3, 2010
Bonded Troy Fair Insurance, Inc. 800-385-7019

Notary Public

Printed Name: Brenda Lawmaster

My Commission Expires: _____

EXHIBIT "AA"
Page 2 of 3

EXHIBIT A

(PARCEL 1)

A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 22, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THE SAME BEING THE POINT OF INTERSECTION OF THE CENTERLINE OF KORESHAN BOULEVARD AS THE SAME IS SHOWN ON THE RIGHT OF WAY MAP OF SAME PREPARED BY INK ENGINEERING, INC., DATED 10/6/89, WITH THE WESTERLY RIGHT OF WAY LINE OF THREE OAKS PARKWAY, A 100.00 FOOT RIGHT OF WAY; THENCE RUN N00 DEGREES 52'52"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 22, THE SAME BEING THE WESTERLY RIGHT OF WAY LINE OF THREE OAKS PARKWAY, FOR A DISTANCE OF 127.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF KORESHAN BOULEVARD AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N00 DEGREES 52'52"E ALONG THE WESTERLY RIGHT OF WAY LINE OF THREE OAKS PARKWAY, FOR A DISTANCE OF 1161.51 FEET; THENCE RUN S88 DEGREES 38'59"W PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 22, FOR A DISTANCE OF 1312.87 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 22; THENCE RUN S00 DEGREES 07'09"W ALONG THE WEST LINE OF THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 22, FOR A DISTANCE OF 1213.58 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF KORESHAN BOULEVARD; THENCE RUN N88 DEGREES 38'59"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF KORESHAN BOULEVARD, FOR A DISTANCE OF 611.99 FEET; THENCE RUN N87 DEGREES 54'47"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF KORESHAN BOULEVARD, FOR A DISTANCE OF 350.03 FEET; THENCE RUN N88 DEGREES 38'59"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF KORESHAN BOULEVARD, FOR A DISTANCE OF 286.82 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 87 DEGREES 46'07", SUBTENDED BY A CHORD OF 69.32 FEET AT A BEARING OF N44 DEGREES 45'56"E, FOR A DISTANCE OF 76.59 FEET TO THE POINT OF BEGINNING.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST ONE QUARTER OF SECTION 22, TOWNSHIP 46 SOUTH, RANGE 25 EAST, AS BEARING S.88 DEGREES 17'43"W

(PARCEL 2)

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS CREATED PURSUANT TO A CROSS EASEMENT AGREEMENT DATED NOVEMBER 14, 2005, RECORDED UNDER INSTRUMENT NO. 2005000125552, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, OVER AND ACROSS THE LAND DESCRIBED IN EXHIBIT "D" ATTACHED TO THE CROSS EASEMENT AGREEMENT.



INSTR # 5962952
 Official Records BK 04055 PG 1103
 RECORDED 09/11/2003 03:57:54 PM
 CHARLIE GREEN, CLERK OF COURT
 LEE COUNTY
 RECORDING FEE 10.50
 DEED DOC 34,953.00
 DEPUTY CLERK J Miller

Prepared by and return to:
 Truman J. Costello, P.A.
 Costello & Royston
 Post Office Drawer 60205
 Fort Myers, Florida 33906
 (239) 939-2222

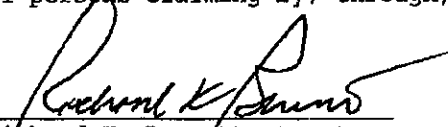
Parcel Identification Number: 22-46-25-00-01001.102A:22-46-00-01001.102b;
 22-46-25-00-01001.102C: and 22-46-25-00-01001.1020
 TRUSTEE'S DEED

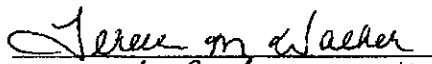
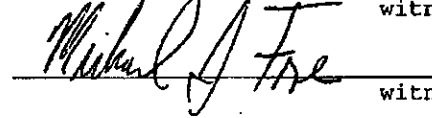
BY THIS DEED, Richard K. Bennett, as successor trustee of the Corlico Road Land Trust number 10-F014-00-4, dated January 23, 1989 having a mailing of 3319 Boca Ciega Drive, Naples, FL 34112, herein called Grantor, in consideration of \$10.00 paid by Koreshan 36 Partnership, LLP, a Florida limited liability partnership, whose post office address is 12651 McGregor Blvd. 4-403 Myers, Florida 33919, herein called Grantee, conveys to Grantee the following real property in Lee County, Florida:

See attached Exhibit "A"

GRANTOR COVENANTS with Grantee that Grantor has good right and lawful authority to sell and convey the property and Grantor warrants the title to the property for any acts of Grantor and will defend the title against the lawful claims of all persons claiming by, through, or under Grantor.

Dated: 9-10, 2003


 Richard K. Bennett, trustee


 _____ witness

 _____ witness

STATE OF FLORIDA
 COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Richard K. Bennett, Successor Trustee of the Corlico Road Land Trust number 10-F014-00-4, dated January 23, 1989, who produced a driver's license as identification and who executed the foregoing instrument and acknowledged before me that he executed same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 10th day of September, 2003.


 Notary Public- State of Florida

SEAL

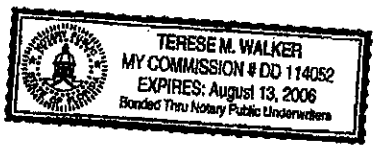


Exhibit "A"

EXHIBIT "A"

Trask Associates,

(239)694-2335 phone
(239)694-2355 fax
ktrask@traskassociates.com

σ υ ρ ω ε ψ ο ρ σ

Florida Licensed Business No. LB7136

11543 Charlies Terrace
Fort Myers, FL 33907

DESCRIPTION OF A PARCEL
LYING IN SECTIONS 27, T-46-S, R-25-E,
LEE COUNTY FLORIDA.

(KORESHAN 36 - DEED OF RECORD)

A PORTION OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 22, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 22, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THE SAME BEING THE POINT OF INTERSECTION OF THE CENTERLINE OF KORESHAN BOULEVARD AS THE SAME IS SHOWN ON THE RIGHT OF WAY MAP OF SAME PREPARED BY INK ENGINEERING, INC., DATED 10/6/89, WITH THE WESTERLY RIGHT OF WAY LINE OF THREE OAKS PARKWAY, A 100.00 FOOT RIGHT OF WAY; THENCE RUN N00°52'52"E ALONG THE EAST LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 22, THE SAME BEING THE WESTERLY RIGHT OF WAY LINE OF THREE OAKS PARKWAY, FOR A DISTANCE OF 127.65 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF KORESHAN BOULEVARD AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N00°52'52"E ALONG THE WESTERLY RIGHT OF WAY LINE OF THREE OAKS PARKWAY, FOR A DISTANCE OF 1161.51 FEET; THENCE RUN S88°38'59"W PARALLEL WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 22, FOR A DISTANCE OF 1312.87 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 22; THENCE RUN S00°07'09"E ALONG THE WEST LINE OF THE EAST HALF (E1/2) OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 22, FOR A DISTANCE OF 1213.58 FEET TO A POINT ON THE NORTHERLY RIGHT OF WAY LINE OF KORESHAN BOULEVARD; THENCE RUN N88°38'59"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF KORESHAN BOULEVARD, FOR A DISTANCE OF 611.99 FEET; THENCE RUN N87°54'47"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF KORESHAN BOULEVARD, FOR A DISTANCE OF 350.03 FEET; THENCE RUN N88°38'59"E ALONG THE NORTHERLY RIGHT OF WAY LINE OF KORESHAN BOULEVARD, FOR A DISTANCE OF 286.82 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 87°46'07", SUBTENDED BY A CHORD OF 69.32 FEET AT A BEARING OF N44°45'56"E, FOR A DISTANCE OF 76.59 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 1,580,168 SQUARE FEET OR 36.27 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 22 AS BEARING S.88°17'43"W.

TRASK ASSOCIATES, INC.

APRIL 25, 2003

KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. LS4684

Exhibit "A"

Page 2 of 2

Official Records BK 04055 PG 1104

TEMPORARY
EASEMENT

This Easement made the 10th day of June, 1986, by Bernard J. De Wolfe, Trustee & Allen H. Johnson, Trustee, hereinafter called the grantor, to LEE COUNTY, a political subdivision of the State of Florida, whose Post Office address is P. O. Box 398, Fort Myers, Florida, 33902, hereinafter called the grantee:

WITNESSETH
2210969

That the grantors for good and valuable considerations, the receipt thereof is hereby acknowledged, hereby grant, bargain, sell and transfer to the grantee a ~~permanent~~ ^{temporary} easement for drainage purposes for ten (10) years from date of acceptance in public hearing by Lee County Bd. of Co. Commissioners.

An easement (15.00 feet wide) located in the Southeast quarter of Section 22, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the Southeast corner of Section 22, Township 46 South, Range 25 East, Lee County, Florida, the same being the Point of Beginning of the easement herein described; thence run N 00° 52' 52" E along the East line of the Southeast quarter of the said Section 22 for a distance of 2,459.45 feet to the beginning of a tangential circular curve concave to the Southwest; thence run Northerly along said curve to the left having a radius of 925.00 feet, through a central angle of 5° 28' 08" for an arc distance of 88.29 feet to a point on the North line of the Southeast quarter of the said Section 22; thence run S 89° 16' 52" W along the North line of the Southeast quarter of the said Section 22 for a distance of 15.03 feet to a point on a circular curve to the right, having a radius of 910.00 feet, through a central angle of 09° 31' 58" for an arc distance of 87.88 feet to the end of said curve; thence run S 00° 52' 52" W for a distance of 2,460.04 feet to a point on the South line of the Southeast quarter of Section 22; thence run N 88° 38' 59" E along the South line of the Southeast quarter of the said Section 22 for a distance of 15.01 feet to the Point of Beginning.

IN WITNESS WHEREOF, the grantor has caused these presents to be signed this day and year first above written.

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF:

Allen C. Smith
Witness

Bernard J. De Wolfe L.S.
Grantor Bernard J. De Wolfe, Trustee

Allen H. Johnson
Witness

Allen H. Johnson
Grantor Allen H. Johnson, Trustee

Documentary Tax Pd. \$
Insurable Tax Pd.
CHARLES GREEN, CLERK, LEE COUNTY
RECORDED AND RECORDED STAMPED
Lee, Fla.
LEE COUNTY, FLA.

STATE OF Florida
COUNTY OF Lee

JAN 16 11 33 AM '87

I hereby certify that this day before me, an officer duly qualified to take acknowledgments, personally appeared Bernard J. De Wolfe, Trustee & Allen H. Johnson, Trustee to me know to be the person (s) described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 11 day of June, 1986.

My Commission Expires:

Allen C. Smith
Notary Public (SEAL)

This instrument prepared by:

Shona R. Givens
County Courthouse
P.O. Box 398
Ft. Myers, FL 33902

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES SEPT 24, 1988
REGISTERED UNDER REGISTRATION NO. 1102

Shona R. Givens
County Attorney

Exhibit "B"

REC 1892 PG 0763

11-06-85



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 239-479-8587

Bob Jones
District One

Douglas R. St. Cemy
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yeager
County Attorney

Diana M. Parler
County Hearing
Examiner

November 8, 2003

MR. THOMAS R. LEHNERT
BANKS ENGINEERING, INC
10511-101 SIX MILE CYPRESS PKW
FT MYERS, FL 33912

RE: KORESHAN 36
DOS2003-00093 - DO Submittal Large
PO1 Appl (paperwrk1 DO resub)

Dear MR. THOMAS R. LEHNERT :

Your plans for the above-referenced project have been reviewed and approved for Concurrence and a Development Order with stipulation(s). Concurrence and the Development Order are granted for the following:

Approved for construction of 2,400± L.F. of two lane street with utilities and stormwater management facilities for a future 8 lot subdivision.
Certificate of Concurrence Number CNC2003-01181

THIS CERTIFICATE OF CONCURRENCE SHALL BE VALID AND EFFECTIVE UNTIL 11/8/2006. DURING THE NEXT THREE (3) YEARS, the Development Services Division is authorized to issue building permits for the construction of the building(s) indicated above without further review of the Concurrence requirements by the Division. Upon expiration of the Concurrence Certificate, the project will be subject to the concurrence program in effect at the time of expiration. No vested right to a Concurrence Certificate will exist solely due to the existence of an otherwise effective Development Order.

THIS DEVELOPMENT ORDER WILL BE VALID FOR A PERIOD OF SIX (6) YEARS AND IS SCHEDULED TO EXPIRE ON 11/8/2009.

Approval is subject to the following stipulation(s) and/or comment(s):

T.I.S. (Traffic Impact Statement) Checklist

Exhibit "C"

1) Number of Units. The TIS must show the number of dwelling units (if residential); the number of living/housing units (if applicable); the square footage of non-residential buildings; and/or the acreage for non-residential subdivisions/ developments proposed for the development. [TISG 4(a)]

Prior to the start of construction the developer must enter into an agreement to submit a TIS meeting the requirements of the Traffic Impact Statement Guidelines for Development Orders for the entire development to be submitted as part of the first application for a Development Order on any parcel or parcels shown on these Development Order plans. In the agreement the developer of this development must agree they he will be responsible for the full cost of any turn lanes or other site related improvements that are shown to meet warrants in the Traffic Impact Statement when it is approved.

9) The reviewer may be contacted for additional information regarding this project.

Please contact Mike Carroll at 479-8347 if there are any questions regarding these review comments.

Engineering/General Checklist

13) CLEAN WATER REQUIREMENT for projects five acres and larger. File a Notice of Intent (NOI) with the DEP and Development Services at least 48 hours prior to the start of construction. (14-476(b)(1)(c))

Forty-eight (48) hours prior to the start of construction, provide to Development Services evidence that a Notice of Intent with payment of fee has been filed with FDEP.

Zoning Checklist

19) Miscellaneous Items.

Prior to the issuance of any certificate of compliance, provide to Development Services evidence that the 31' X 330' Ingress/egress easement at the entrance for Koreshan 36 Drive has been officially recorded.

Stormwater Management Requirements Checklist

14) Miscellaneous items.

Prior to the issuance of a Certificate of Compliance for any project, or any phase of a project, which contains a surface water management system permitted by the South Florida Water Management District, a copy of the executed SFWMD Construction Completion/Construction Certification form must be submitted to this office.

Bikeways and Pedestrian Ways Checklist

4a2) If the developer opts to construct the facility outside the public right-of-way on his own property, an easement must be provided which is at least two (2) feet wider in width than the bikeway or pedestrian way and which is perpetually open to the public. [10-256(b)(2)a]

Accordingly, provide easement document for County Attorney's approval. Easement must be approved and recorded prior to issuance of any Certificate of Compliance.

Transportation Checklist - General

12h) A roadway connection permit issued by LCDOT is required for access points, driveways, and street connections within County maintained rights of way and easements. [10-296(o)]

- 1) Prior to the start of any construction, provide a connection permit from LCDOT.
- 2) Prior to the issuance of any certificate of compliance, provide a notice of approval from LCDOT for work within the County right of way.

Environmental Sciences Checklist (New - Projects After 12/14/98)

8) An irrigation plan is required indicating:

Prior to issuance of any Certificate of Compliance for the infrastructure or road, the irrigation system for the installed buffers must be operational.

12) Phasing: A phasing plan must be submitted including how each phase fits into the master plan for the continuance of landscaping and buffers. Landscape locations and calculations must be provided for each individual phase of development. Specific requirements for phased projects are specified in section 10-117(c). [10-154(9)b]

Prior to issuance of any Certificate of Compliance, and prior to issuance of a Building Permit within this project, all required littoral plants, Deep Lake Management Shade Trees, aerators, and the northern buffer must be installed.

16) General Tree Requirement.

Prior to Issuance of a Certificate of Compliance for the infrastructure or any building within this development, all General Trees for the water management areas, common open space areas, and infrastructure must be installed.

36) Stormwater Ponds.

Prior to issuance of any Certificate of Compliance for the road infrastructure, and prior to issuance of a building permit for any individual site within the development, all lake littoral plants, shade trees, and aeration systems must be installed and operable.

40) Miscellaneous Items.

All local development orders must include all required landscaping for their site. The roads must be included in General Tree Calculations.

Prior to any site work on this property, a Vegetation Removal Permit must be obtained from ES staff. Any Vegetation Removal Permit for this development order will only include the road, infrastructure, northern buffer, and the lake. Prior to issuance of a Vegetation Removal Permit, all clearing limits must be field delineated and inspected by ES staff.

41) The reviewer may be contacted for additional information regarding this project.

Please contact Gary Nychyk at 479-8323 with questions regarding environmental concerns.

Utilities Short Checklist

Exhibit "C"

2) Miscellaneous Items.

Prior to any utility construction please revise the plans and submit to LCU showing the followings design considerations:

1. Please provide the latest revised DDCV assembly standard detail No. 9.13A. The 2003 revised LCU standard details are available for download at <http://www.lee-county.com/utilities/>.
2. Please provide the latest revised RPBP assembly standard detail No. 9.11. The 2003 revised LCU standard details are available for download at <http://www.lee-county.com/utilities/>.
3. Provide signed and sealed hydraulic computations to LCU showing what impact this project may have on our existing water and sewer facilities.
4. A copy of the DEP permits for the proposed water and sewer main extensions.

At this time, LCU is unable to guarantee any treatment capacity at the Three Oaks Waste Water Treatment Plant. Therefore, review and/or approval of the utility design in this DO can not be construed as a commitment to serve your project.

Please contact Luis Molina @ 479-8164 for further information regarding this review.

LCDOT Right-of-Way Construction Checklist

7) Separations on streets shown on the Trafficways map as arterial streets must be 660'. [10-285 Table 1]

The revised access on Three Oaks Blvd. is approved with the stipulation that the northern access point is right-in/right-out only, and the southern access point is right-in/right-out, with a north to west left in.

11) Contact. The LCDOT staff member may be contacted regarding this ROW checklist.

Michael Tisch at 479-8580.

If you have any questions concerning this matter, please contact this office.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division


Peter J. Eckenrode
Development Services Director

PJE / RAH

Attachments; Two (2) sets of plans

Exhibit "C"

THIS INSTRUMENT PREPARED BY:

Lee County Attorney's Office
Post Office Box 398
Fort Myers, Florida 33902
Three Oaks Parkway Widening
Project 4081
Parcel 202
Strap No.: 22-46-25-00-01001.1020,
.102A & .102B

DRAINAGE DITCH EASEMENT

This indenture is made this ____ day of _____, 2006 between Estero Oaks, LLC, a Florida limited liability company, whose address is 4061 Bonita Beach Road, Suite 201, Bonita Springs, FL 34134 (Grantor), and Lee County, a political subdivision of the State of Florida, Post Office Box 398, Fort Myers, Florida, 33902 (Grantee), as follows:

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a perpetual easement over, across, under and upon the property described in Exhibit "E" for the purpose of constructing, installing and maintaining a drainage ditch and appurtenant pipe connections and facilities in conjunction with the Three Oaks Parkway (formerly Corlico Parkway) MSBU Improvement Project and the Three Oaks/Koreshan 36 Agreement dated _____, 2006 and identified as Lee County Contract # _____.

This easement includes the right and authority to fill or to remove and dispose of dirt, rocks, vegetation, structures, including fences, and to trim or remove roots, trees within the easement area in order to properly maintain, construct and install the drainage facilities.

Grantor warrants that subject to existing easements, if any, for public highways, roads, railroads, laterals, ditches, pipelines and electrical transmission and/or distribution lines and telephone and cable television lines covering the land described above, Grantor is lawfully possessed of the land and has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances except as recorded in the public records.

Grantee is responsible for and agrees to maintain the easement area.

This easement is binding on the parties, their successors and assigns.

EXHIBIT "D"
Page 1 of 3

In witness of the above, Grantor executes this easement on the date first written above.

DATE: 7/25/06

Estero Oaks, LLC
A Florida limited liability company

By: Steven C. Hunt
Steven C. Hunt, As its manager

Diane L Posey
Witness Signature

Diane L. Posey
Printed Name

[Signature]
Witness Signature

Lisa Esposito
Printed Name

By: [Signature]
Michael S. McVay, As its manager

Diane L Posey
Witness Signature

Diane L. Posey
Printed Name

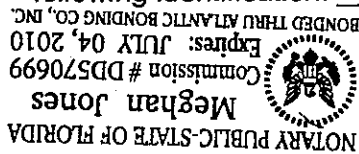
[Signature]
Witness Signature

Lisa Esposito
Printed Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing Perpetual Easement was acknowledged before me on July 25th, 2006 by Steven C. Hunt, as its Manager, who is personally known to me or has produced the following identification: _____.

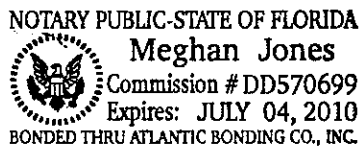


Meghan Jones
Notary Signature
Meghan Jones
Printed Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing Perpetual Easement was acknowledged before me on July 25th, 2006 by Michael S. McVay, as its Manager, who is personally known to me or has produced the following identification: _____.



Meghan Jones
Notary Signature
Meghan Jones
Printed Name

EXHIBIT "D"
Page 2 of 3

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairwoman or Vice Chairman

APPROVED AS TO FORM

By: _____
County Attorney's Office

EXHIBIT "D"
Page 3 of 3

DESCRIPTION
OF

A parcel or tract of land 15.00 feet in width (as measured on a perpendicular) being the easterly 15 feet of a parcel of land recorded in Official Record Book 4055, Pages 1103-1104, Public Records of Lee County and lying in the southeast quarter (SE ¼) of Section 22, Township 46 South, Range 25 East, Lee County, Florida, said parcel or tract being more particularly as follows:

Commencing at the southeast corner of the southeast (SE ¼) of Section 22, Township 46 South, Range 25 East, Lee County, Florida and also being the point of commencement of the aforesaid parcel of land recorded in Official Record Book 4055, Pages 1103-1104, Public Records of Lee County, Florida and also at the point of intersection of Estero Parkway (Koreshan Boulevard) and the westerly right of way line of Three Oaks Parkway; thence run N 00° 52' 52" E along the east line of the southeast quarter of said section 22 and the westerly right of way line of Three Oaks Parkway for a distance of 127.65 feet to the Point of Beginning of the parcel or tract described herein; thence continue N 00° 52' 52" E along the east line of the southeast quarter of said section 22 and the westerly right of way line of Three Oaks Parkway for a distance of 1161.51 feet; thence (departing said easterly right of way line) run S 88° 38' 59" W along a line parallel with the south line of the southeast quarter (SE¼) of said section 22 for a distance of 15.00 feet; thence run S 00° 52' 52" W along a line 15.00 feet westerly of (as measured on a perpendicular) the east line of the southeast quarter of said section 22 and the westerly right of way line of Three Oaks Parkway for a distance of 1196.62 feet to the northeasterly right of way line of Estero Parkway (Koreshan Boulevard) and at a point on a non-tangential curve to which a radial line bears S 43° 33' 51" E; thence run northeasterly and northerly along the arc of a curve to the left of radius 50.00 feet, having for its elements a central angle of 45° 33' 17", chord bearing of N 23° 39' 31" E, chord distance of 38.72 feet for a distance of 39.75 feet to a point of tangency and the point of beginning, containing 17,774.00 square feet (0.4080 acres) more or less.

Bearings mentioned hereinabove are based on the east line of the of the southeast quarter (SE ¼) of Section 22, Township 46 South, Range 25 East, Lee County, Florida as bearing N 00° 52' 52"E.



Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. LS-2987

EXHIBIT "E"

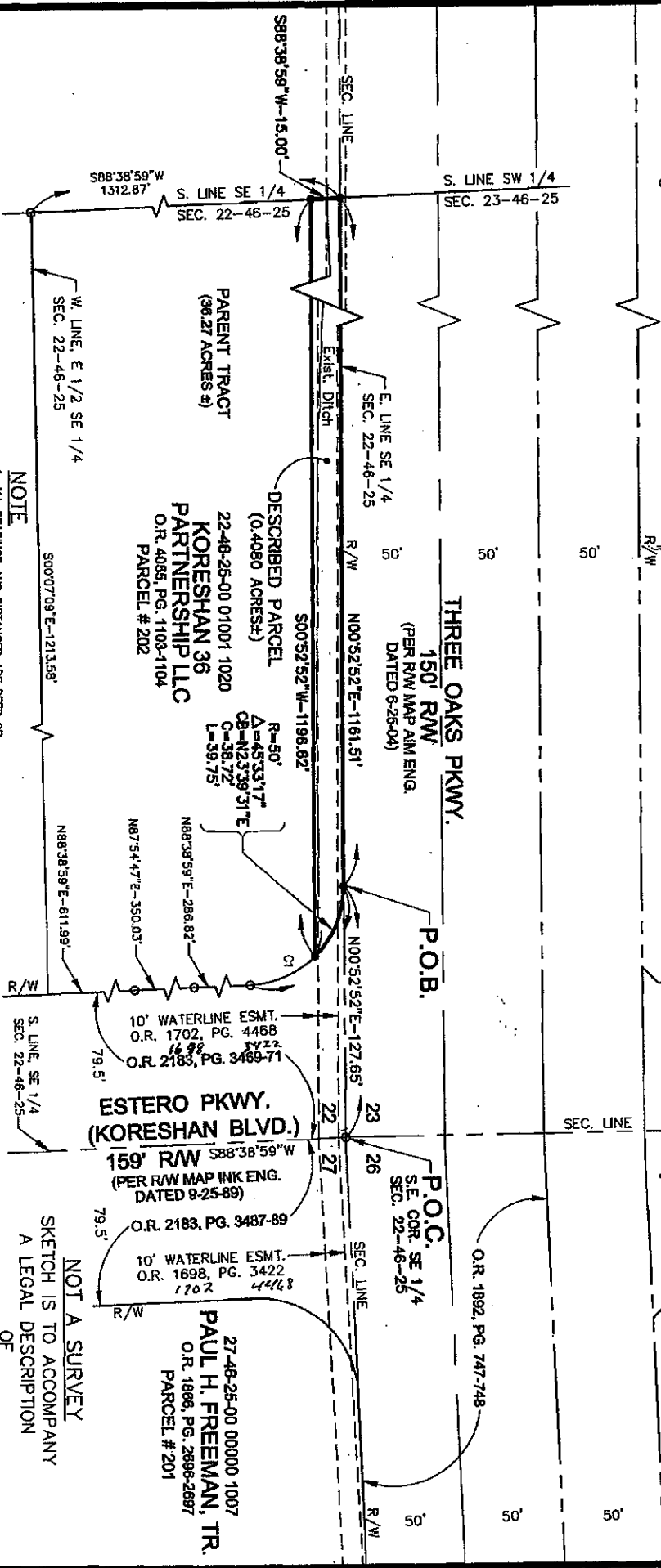
Sheet 1 of 2



R.Q. RICHARDS III, TR.
O.R. 2700, PG. 961

R.Q. RICHARDS III, TR.
O.R. 2700, PG. 974

EXHIBIT "E"
Page 2 of 2



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61917-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

DATE: 9/05

Arthur W. Parsons, County Surveyor
Professional Surveyor & Mapper
Florida Certificate No. LS-2987
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR & MAPPER.

NOTE
1. ALL BEARINGS AND DISTANCES ARE DEED OR BASED ON DEED UNLESS OTHERWISE NOTED.
2. ACREAGE OF PARENT TRACT IS BASED ON DEEDS.

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R/W RIGHT OF WAY
- SEC. SECTION
- P.B. PLAT BOOK
- O.R. OFFICIAL RECORD
- P.G. PAGE
- D.B. DEED BOOK
- ESMT. EASEMENT
- TR. TRUSTEE

R=50'
Δ=87°48'07"
CB=N44°45'58"E
C=68.32'
L=76.59'

NOT A SURVEY

SKETCH IS TO ACCOMPANY
A LEGAL DESCRIPTION
OF

A PARCEL OR TRACT OF LAND
LYING IN SECTION 22, TOWNSHIP 46 S.,
RANGE 25 E., LEE COUNTY, FLORIDA

DEPARTMENT OF PUBLIC WORKS
TRANSPORTATION DIVISION

SHEET NO. 2 OF 2

Drawn by: A.W.P. Date: 9/05
Designed by: D.O.K. Date: 9/05
Disk: 20005
Scale: 1"=60'
CHK'd: A.W.P. Date: 9/05
050172702

THIS INSTRUMENT PREPARED BY:

Lee County Attorney's Office
Post Office Box 398
Fort Myers, Florida 33902
Three Oaks Parkway Widening
Project 4081
Parcel 202
Strap No.: 22-46-25-00-01001.1020,
.102A & .102B

PERPETUAL DRAINAGE EASEMENT

This indenture is made this ____ day of _____, 2006 between Estero Oaks, LLC, a Florida limited liability company, whose mailing address is 4061 Bonita Beach Road, Suite 201, Bonita Springs, FL 34134 (Grantor), and Lee County, a political subdivision of the State of Florida, Post Office Box 398, Fort Myers, Florida, 33902 (Grantee), as follows:

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a perpetual drainage easement over that portion of the surface water management system on the Koreshan 36 property identified in South Florida Water Management District General Permit and Stormwater Discharge Certification No. 36-04753-P, the Three Oaks/Koreshan 36 Agreement dated _____, 2006, also known as Lee County Contract # _____, and more particularly described in attached Exhibit "A".

This easement includes the right to use the water management system to store water quality volumes in accordance with the SFWMD (Permit #85-00149-S) requirements applicable to the improvements associated with Corlico Parkway Road MSBU Project. Grantee has the right and authority to maintain the water management system within the easement area, including the right to enter upon Grantor's lands, in the event the Grantor fails to properly maintain the system so that it will continuously accommodate the off-site water volume storage required by the Corlico Parkway Road MSBU. However, primary maintenance responsibility rests with Grantor.

Grantor warrants that subject to existing easements, if any, for public highways, roads, railroads, laterals, ditches, pipelines and electrical transmission and/or distribution lines and telephone and cable television lines covering the land described above, Grantor is lawfully possessed of the land and has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances except as recorded in the public records.

This easement is binding on the parties, their successors and assigns.

EXHIBIT "F"
Page 1 of 3

In witness of the above, Grantor executes this easement on the date first written above.

DATE: 7/25/06

Estero Oaks, LLC
A Florida limited liability company

By: *Steven C. Hunt*
Steven C. Hunt, As its manager

Diana L. Posey
Witness Signature

Diana L. Posey
Printed Name

Lisa Esposito
Witness Signature

Lisa Esposito
Printed Name

By: *Michael S. McVay*
Michael S. McVay, As its manager

Diana L. Posey
Witness Signature


Diana L. Posey
Printed Name

Lisa Esposito
Witness Signature

Lisa Esposito
Printed Name

STATE OF FLORIDA
COUNTY OF LEE


The foregoing Perpetual Easement was acknowledged before me on July 25th, 2006 by Steven C. Hunt, as its Manager, who is personally known to me or has produced the following identification:

NOTARY PUBLIC-STATE OF FLORIDA
 Meghan Jones
Commission # DD570699
Expires: JULY 04, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Meghan Jones
Notary Signature
Meghan Jones
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Perpetual Easement was acknowledged before me on July 25th, 2006 by Michael S. McVay, as its Manager, who is personally known to me or has produced the following identification:

NOTARY PUBLIC-STATE OF FLORIDA
 Meghan Jones
Commission # DD570699
Expires: JULY 04, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Meghan Jones
Notary Signature
Meghan Jones
Printed Name

EXHIBIT "F"
Page 2 of 3

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairwoman or Vice Chairman

APPROVED AS TO FORM

By: _____
County Attorney's Office

EXHIBIT "F"
Page 3 of 3

This Instrument Prepared by:

Dawn E. Perry-Lehnert
Lee County Attorney's Office
Post Office Box 398
Fort Myers, FL 33902-0398

Three Oaks Parkway Widening
Project 4081
Parcel 202
Strap No.: 22-46-25-00-01001.1020,
.102A & .102B

THIS SPACE FOR RECORDING

COUNTY DEED

THIS DEED, executed this ____ day of _____, 2006, by LEE COUNTY, FLORIDA, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 Grantor, to Estero Oaks, LLC, a Florida limited liability company whose address is 4061 Bonita Beach Road, Suite 201, Bonita Springs, FL 34134 Grantee.

WITNESSETH: That Grantor, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida and more particularly described in Exhibit "A":

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and shall not be deemed to warrant the title or to represent any state of facts concerning the same.

IN WITNESS WHEREOF Grantor has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman or Vice Chairman of said Board, the day and year aforesaid.

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Tammara Hall, Chairwoman or Vice Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney

EXHIBIT "G"

Diversified Appraisal, Inc.
Real Estate Appraisers and Consultants

Ted A. Diekey, MAI
State-Certified General Appraiser
Certification #0000570

David C. Vaughan, MAI, MBA
State-Certified General Appraiser
Certification #0000569



21 November 2005

Lee County Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

Attention: Mr. Michael O'Hare

RE: Job #110501 - Complete Summary Appraisal Report of Parcel
202 on Three Oaks Parkway for Three Oaks
Parkway Widening Project in South Fort Myers,
FL, STA 23, Project No. 4081

Dear Mr. O'Hare:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 17 November 2005. Within the attached summary appraisal report, please find enclosed a legal description of the subject property.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. As a complete appraisal process was performed, no departure from the specific guidelines of the Uniform Standards of Professional Appraisal Practice was invoked. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the

Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. I have complied with the Standards of Professional Appraisal Practice, Competency Rule. I certify that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

The purpose of the appraisal is to estimate the just compensation due the property owner as a result of a partial acquisition. The just combination is the combination of any land/improvement taken plus any legal compensable severance damages. Just compensation is best determined by estimating the market value. Market value as set forth in Title 12 of the Code of Federal Regulations 564.2 (f) is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The intended use of the appraisal is understood to be for negotiating the acquisition of the property. The intended user of this appraisal is Lee County Division of County Lands who is the client. The subject property is vacant land.

Lee County Division of County Lands
Page Three
21 November 2005

The appraiser did not detect and has no knowledge of the existence of any hazardous materials or substances on the site. This appraisal assumes that no such materials exist to the extent that they would have an effect on the value. If any hazardous materials or substances are found on the site, then this appraisal is subject to reanalysis. The appraiser is not an expert in this field.

The subject property is appraised as of 17 November 2005. A detailed on-site inspection and analysis was made on that date by David C. Vaughan, MAI.

Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the market value of the undivided fee simple interest of the subject property, "as is" and as of 17 November 2005, is:

"As Is"

EIGHTY EIGHT THOUSAND EIGHT HUNDRED SEVENTY DOLLARS. . . (\$88,870)

Sincerely,



David C. Vaughan, MAI
State-Certified General Appraiser
Certification #0000569

Parcel: 202
STRAP: 22-46-25-00-01001.1020, .102A & .102B
Project: Three Oaks Parkway, Project No. 4081

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 21st day of July, 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:

Estero Oaks, LLC
4061 Bonita Beach Road, Suite 201, Bonita Springs, FL 34134

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. Michael McVay 11660 McGregor Blvd. Ft. Myers, FL 33919
2. Steven C. Hunt 15830 Triple Crown Ct. Ft. Myers, FL 33912
3. _____
4. _____
5. _____
6. _____

The real property to be conveyed to Lee County is known as: _____
Described in Exhibit "A" attached

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

[Signature]
Witness Signature

Lisa Esposito
Printed Name

[Signature]
Witness Signature

[Signature]
Witness Signature

[Signature]
Signature of Affiant

Steven C. Hunt
Printed Name

Affidavit of Interest in Real Property
Parcel: 202
STRAP: 22-46-25-00-01001.1020, .102A & .102B
Project: Three Oaks Parkway, Project No. 4081

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 21st day of July, 2006 by
Steven C. Hont; managing partner of Estero Oaks, LLC
(name of officer or agent, title of officer or agent) (name of

_____, a Florida corporation, on
corporation acknowledged)

behalf of the corporation.

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
Meghan Jones
Commission # DD570699
Expires: JULY 04, 2010
BONDED THRU ATLANTIC BONDING CO., INC.

Meghan Jones
(Notary Signature)

Meghan Jones
(Print, type or stamp name of Notary)

Personally known ✓
OR Produced Identification _____
Type of Identification _____

DESCRIPTION
OF

Exhibit "A"

A parcel or tract of land 15.00 feet in width (as measured on a perpendicular) being the easterly 15 feet of a parcel of land recorded in Official Record Book 4055, Pages 1103-1104, Public Records of Lee County and lying in the southeast quarter (SE ¼) of Section 22, Township 46 South, Range 25 East, Lee County, Florida, said parcel or tract being more particularly as follows:

Commencing at the southeast corner of the southeast (SE ¼) of Section 22, Township 46 South, Range 25 East, Lee County, Florida and also being the point of commencement of the aforesaid parcel of land recorded in Official Record Book 4055, Pages 1103-1104, Public Records of Lee County, Florida and also at the point of intersection of Estero Parkway (Koreshan Boulevard) and the westerly right of way line of Three Oaks Parkway; thence run N 00° 52' 52" E along the east line of the southeast quarter of said section 22 and the westerly right of way line of Three Oaks Parkway for a distance of 127.65 feet to the Point of Beginning of the parcel or tract described herein; thence continue N 00° 52' 52" E along the east line of the southeast quarter of said section 22 and the westerly right of way line of Three Oaks Parkway for a distance of 1161.51 feet; thence (departing said easterly right of way line) run S 88° 38' 59" W along a line parallel with the south line of the southeast quarter (SE¼) of said section 22 for a distance of 15.00 feet; thence run S 00° 52' 52" W along a line 15.00 feet westerly of (as measured on a perpendicular) the east line of the southeast quarter of said section 22 and the westerly right of way line of Three Oaks Parkway for a distance of 1196.62 feet to the northeasterly right of way line of Estero Parkway (Koreshan Boulevard) and at a point on a non-tangential curve to which a radial line bears S 43° 33' 51" E; thence run northeasterly and northerly along the arc of a curve to the left of radius 50.00 feet, having for its elements a central angle of 45° 33' 17", chord bearing of N 23° 39' 31" E, chord distance of 38.72 feet for a distance of 39.75 feet to a point of tangency and the point of beginning, containing 17,774.00 square feet (0.4080 acres) more or less.

Bearings mentioned hereinabove are based on the east line of the of the southeast quarter (SE ¼) of Section 22, Township 46 South, Range 25 East, Lee County, Florida as bearing N 00° 52' 52"E.

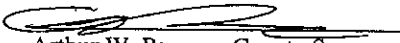
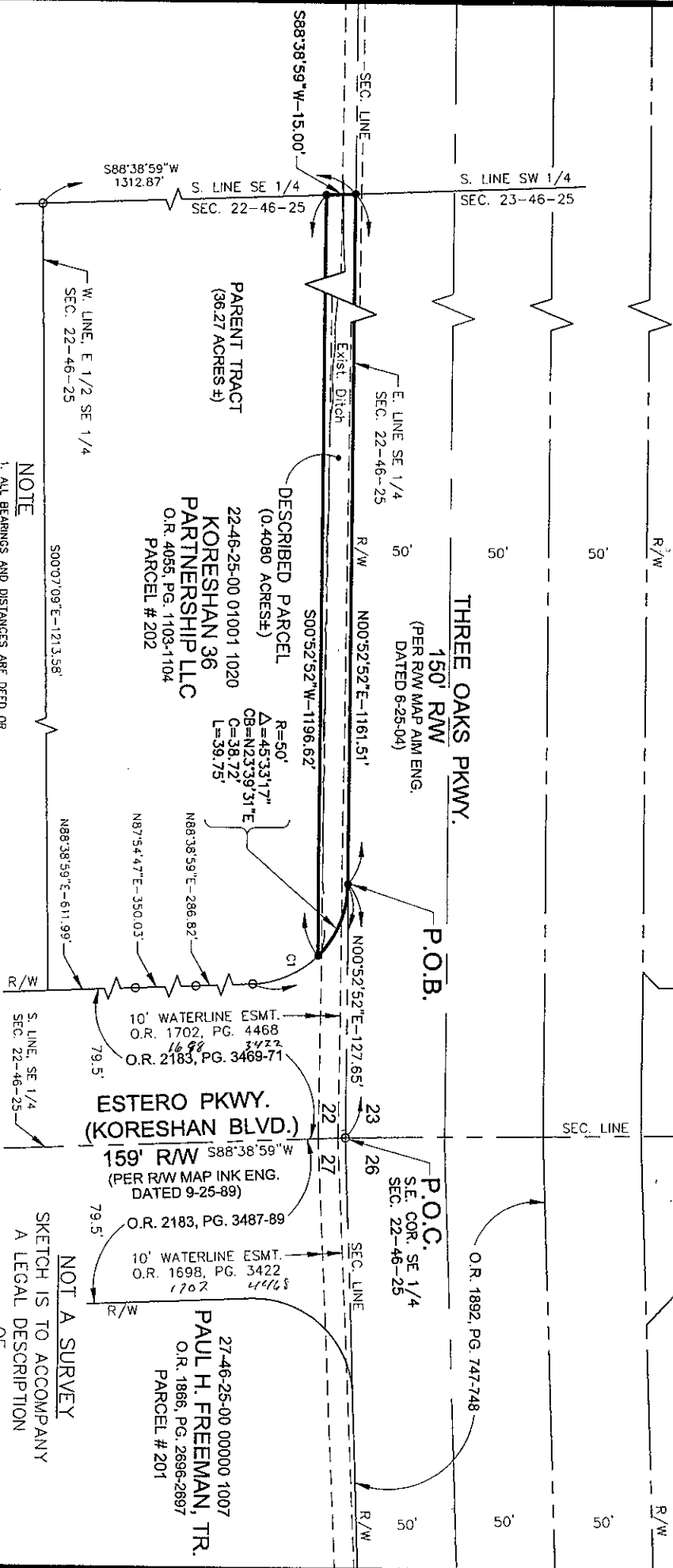

Arthur W. Parsons, County Surveyor
Professional Surveyor and Mapper
Florida Certificate No. LS-2987

Exhibit "A"



R.Q. RICHARDS III, TR.
O.R. 2700, PG. 961

R.Q. RICHARDS III, TR.
O.R. 2700, PG. 974



SURVEYOR'S CERTIFICATION

I HEREBY CERTIFY THAT THIS SKETCH AND DESCRIPTION WAS MADE UNDER MY DIRECTION AND CONTROL AND TO THE BEST OF MY KNOWLEDGE AND BELIEF MEETS THE MINIMUM TECHNICAL STANDARDS IN ACCORDANCE WITH CHAPTER 61G17-6 FLORIDA ADMINISTRATIVE CODE PURSUANT TO CHAPTER 472.027 OF THE FLORIDA STATUTES.

Arthur W. Parsons, County Surveyor
Professional Surveyor & Mapper
Florida Certificate No. LS-2987
DATE: 9/05

NOTE

1. ALL BEARINGS AND DISTANCES ARE DEED OR BASED ON DEED UNLESS OTHERWISE NOTED.
2. ACREAGE OF PARENT TRACT IS BASED ON DEEDS.

LEGEND

- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- R/W RIGHT OF WAY
- CL CORNER
- SEC. SECTION
- P.B. PLAT BOOK
- O.R. ORIGINAL RECORD
- P.B. PLAT BOOK
- D.B. DEED BOOK
- ESMT EASEMENT
- TR TRUSTEE

NOT A SURVEY

SKETCH IS TO ACCOMPANY
A LEGAL DESCRIPTION
OF

A PARCEL OR TRACT OF LAND
LYING IN SECTION 22, TOWNSHIP 46 S.,
RANGE 25 E., LEE COUNTY, FLORIDA

DESIGNED BY: A.W.P. DATE: 9/05 DISK: 20005

DRAWN BY: D.O.K. DATE: 9/05 SCALE: 1"=60'

DESIGNED BY: A.W.P. DATE: 9/05 DISK: 20005

DRAWN BY: D.O.K. DATE: 9/05 SCALE: 1"=60'

DESIGNED BY: A.W.P. DATE: 9/05 DISK: 20005

DRAWN BY: D.O.K. DATE: 9/05 SCALE: 1"=60'

DESIGNED BY: A.W.P.	DATE: 9/05	DISK: 20005
DRAWN BY: D.O.K.	DATE: 9/05	SCALE: 1"=60'
DESIGNED BY: A.W.P.	DATE: 9/05	DISK: 20005
DRAWN BY: D.O.K.	DATE: 9/05	SCALE: 1"=60'
CHK'D: A.W.P.	DATE: 9/05	DISK: 050172732

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FORM
Schedule A

Commitment No.:

Effective Date:
August 10, 2006 @ 06:00 AM

Agent's File Reference:
1006.013

1. Policy or Policies to be issued: Proposed Amount of Insurance:

OWNER'S: ALTA Owner's Policy (10/17/92). (If other, specify.) \$TBD

Proposed Insured: LEE COUNTY, a political subdivision of the State of Florida

MORTGAGEE: ALTA Loan Policy (10/17/92). (If other, specify.) \$

Proposed Insured:

2. The estate or interest in the land described or referred to in this commitment is an EASEMENT (if other, specify same) and title thereto is at the effective date hereof vested in:

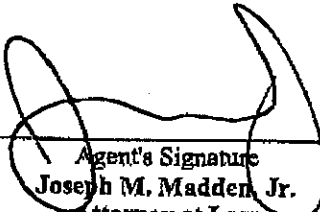
ESTERO OAKS, LLC a Florida limited liability company

3. The land referred to in this commitment is described as follows:

See Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

Issuing Agent:
**LAW OFFICE OF JOSEPH M. MADDEN, JR.,
LLC**
2222 Second Street
Fort Myers, FL 33901-3026

Agent No.: B09686


Agent's Signature
Joseph M. Madden, Jr.
Attorney at Law

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FORM
Schedule B-I

Commitment No.:

Agent's File Reference:
1006.013

I. The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. Instruments creating the estate or interest to be insured which must be executed, delivered and filed for record:
 - A. Easement from ESTERO OAKS, LLC a Florida limited liability company, to LEE COUNTY, a political subdivision of the State of Florida.
3.
 - a) Partial Release of the insured land from that certain mortgage in the original principal amount of \$4,250,000.00 from Koreshan 36 Partnership, LLP, a Florida limited liability partnership to Branch Banking and Trust Company dated September 10, 2003 and recorded September 11, 2003 in Official Records Book 4055, page 1105.
 - b) A copy of the current Certificate of Limited Partnership for Koreshan 36 Partnership, LLP, a Florida limited liability partnership, must be furnished from the state of origin, together with proof that said partnership was formed prior to September 10, 2003.
 - c) An affidavit from one of the general partners of Koreshan 36 Partnership, LLP, a Florida limited liability partnership, which identifies all of the general partners, including himself, which recites the name(s) of the partner(s) who have the authority to execute the deed of the insured land; and which states that the conveyance is made for the purpose of carrying on in the usual way the business of the partnership.
 - d) The agent must: (1) Determine that Estero Oaks, LLC is in good standing in the state of its formation, and (2) Establish that the manager(s) or member(s) executing the deed or mortgage to be insured are authorized by the Articles of Organization or Regulations of the limited liability company to execute said instruments on behalf of the company.
 - e) Partial Release of that certain mortgage in the original principal amount of \$17,560,000.00 from Estero Oaks, LLC, a Florida limited liability company to Colonial Bank, N.A. dated June 21, 2006 and recorded June 21, 2006 in Official Records Instrument No. 2006000248905.
 - f) Release of that certain Assignment of Rents/Leases etc. from Estero Oaks, LLC, a Florida limited liability company to Colonial Bank, N.A. recorded at Official Records Instrument No. 2006000248906.
 - g) Partial Release of that certain UCC-1 Financing Statement from Estero Oaks, LLC to Colonial Bank, N.A. recorded June 21, 2006 at Official Records Instrument No. 2006000248907.
 - h) Record Notice of Termination pursuant to Section 713.132 F.S. terminating the Notice of Commencement recorded June 21, 2006 in Official Records Instrument No. 2006000248908.
 - i) Proof, acceptable to the company, must be furnished that there are no recorded assessment liens of any type, including but not limited to those liens imposed by Chapter 159 of Florida Statutes.
 - j) Provide a satisfactory Owner's Affidavit of Possession and No Liens. Said affidavit when properly executed at closing by the seller(s), if any, and mortgagor(s) herein will serve to delete the standard lien and possession exceptions from the policy(ies) to be issued.
 - k) Satisfactory survey, in conformity with the minimum standards for land surveys made for title insurance purposes, certified to the Company, and/or its agents, through a current date, disclosing the nature and extent of any encroachments, overlaps, boundary line discrepancies, or other matters adversely affecting title to the property to be insured. Additional requirements and/or exceptions will be made for any appropriate matters disclosed.
4. Proof of payment of taxes due and payable, if any, must be furnished.
5. Determination must be made that there are no unrecorded special assessment liens or unrecorded liens arising by virtue of ordinances, unrecorded agreements as to impact or other development fees, unpaid waste fees payable to the county or municipality, or unpaid service charges under Ch. 159, F.S., or county ordinance.
6. Affidavit from a reliable person must be furnished establishing that more than 90 days has elapsed since the completion of all improvements for which payment has not been made in full.
7. Affidavits to be executed by the owner of the subject property and the proposed insured stating that: 1) There are no matters pending against the affiant that could give rise to a lien that would attach to the property between

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FORM
Schedule B-I

Commitment No.:

Agent's File Reference:
1006.013

- the effective date of this Commitment and the recording of the interest to be insured; and 2) Affiants have not and will not execute any instruments that would adversely affect the interest to be insured.
8. Affidavit from the owner of the subject property, or some other person having actual knowledge, establishing that no person other than the owner is in possession. If other parties are in possession, confirmations from all parties in possession will be required setting forth the nature of their rights of possession for purposes of specifically making an exception that identify those tenants and the nature of their rights in Schedule B of the policy and an affidavit from owner(s) confirming no other persons in possession. In the alternative, an exception shall be made for rights of the lessees under unrecorded leases or for rights of parties in possession.
 9. The policy to be issued based upon this commitment will not contain an exception for encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises, provided that a survey meeting The Fund's requirements is furnished. However, if such survey reveals any encroachments, overlaps, boundary line disputes, or other adverse matters, they will appear as exceptions in the policy to be issued based upon this commitment. If such survey is not certified to the proposed insured, an affidavit will be required from the current owner stating that there are no improvements currently located on the land that are not shown on the survey, describing the survey by date, job or order number and name of surveyor.
 10. The policy to be issued based upon this commitment will not contain an exception for easements or claims of easements not shown by the public records, provided that: (i) the survey, meeting The Fund's requirements, does not disclose the existence of any unrecorded easements; and (ii) the affidavit of the owner, or other person with actual knowledge, establishes that there are no unrecorded easements or claims of easements in existence.
 11. NOTE: A search commencing with the effective date of the commitment will be performed at or shortly prior to the closing of this transaction. If this search reveals a title defect or other objectionable matters, an endorsement will be issued requiring that this defect or objection be cleared on or before closing.

OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
COMMITMENT FORM
Schedule B-II

Commitment No.:

Agent's File Reference:
1006.013

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of The Underwriter:
1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.
 2. Any owner and mortgagee policies issued pursuant hereto will contain under Schedule B the standard exceptions set forth at the inside cover hereof unless an affidavit of possession and a satisfactory current survey are submitted, an inspection of the premises is made, it is determined the current year's taxes or special assessments have been paid, and it is determined there is nothing of record which would give rise to construction liens which could take priority over the interest(s) insured hereunder (where the liens would otherwise take priority, submission of waivers is necessary).
 3. Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:
 - a) Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and
 - b) Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)
 4. Any owner policy issued pursuant hereto will contain under Schedule B the following exception: *Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.*
 5. Taxes and assessments for the year and subsequent years. NOTE: Real property taxes for the subject property are assessed under Property Appraiser Parcel Identification Number 22-46-25-00-01001.1020. Taxes for the year are paid. Taxes for the year are not due and payable until November 1 of said year.
 6. Subject land lies within the boundaries for mandatory Garbage Collection pursuant to Lee County Ordinance No. 86-14 recorded in O.R. Book 2189, Page 3281, as amended in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida, and will be subject to future assessments.
 7. Lee County Resolution recorded in Official Records Book 1812, Page 3507.
 8. Notice of Development Order Approval recorded in Official Records Book 4341, Page 551.
 9. Lee County Resolution recorded in Official Records Book 2345, Page 1774.
 10. Reservation of oil, gas and mineral interests by deed recorded at Official Records Book 1281, page 2122.
 11. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
 12. Waterline Easement to Gulf Utilities Company recorded in Official Records Book 1698, page 3422.
 13. Any lien provided by County Ordinance or by Ch. 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
 14. NOTE: All of the above documents under Schedule B-I and B-II setting forth an Official Records and Page number were recorded in the Public Records of Lee County, Florida.

File #: 05093923

Agent File Number: 1006.013

Exhibit "A" Attachment

A parcel or tract of land 15.00 feet in width (as measured on a perpendicular) being the easterly 15 feet of a parcel of land recorded in Official Record Book 4055, Pages 1103-1104, Public Records of Lee County and lying in the southeast quarter (SE ¼) of Section 22, Township 46 South, Range 25 East, Lee County, Florida, said parcel or tract being more particularly as follows:

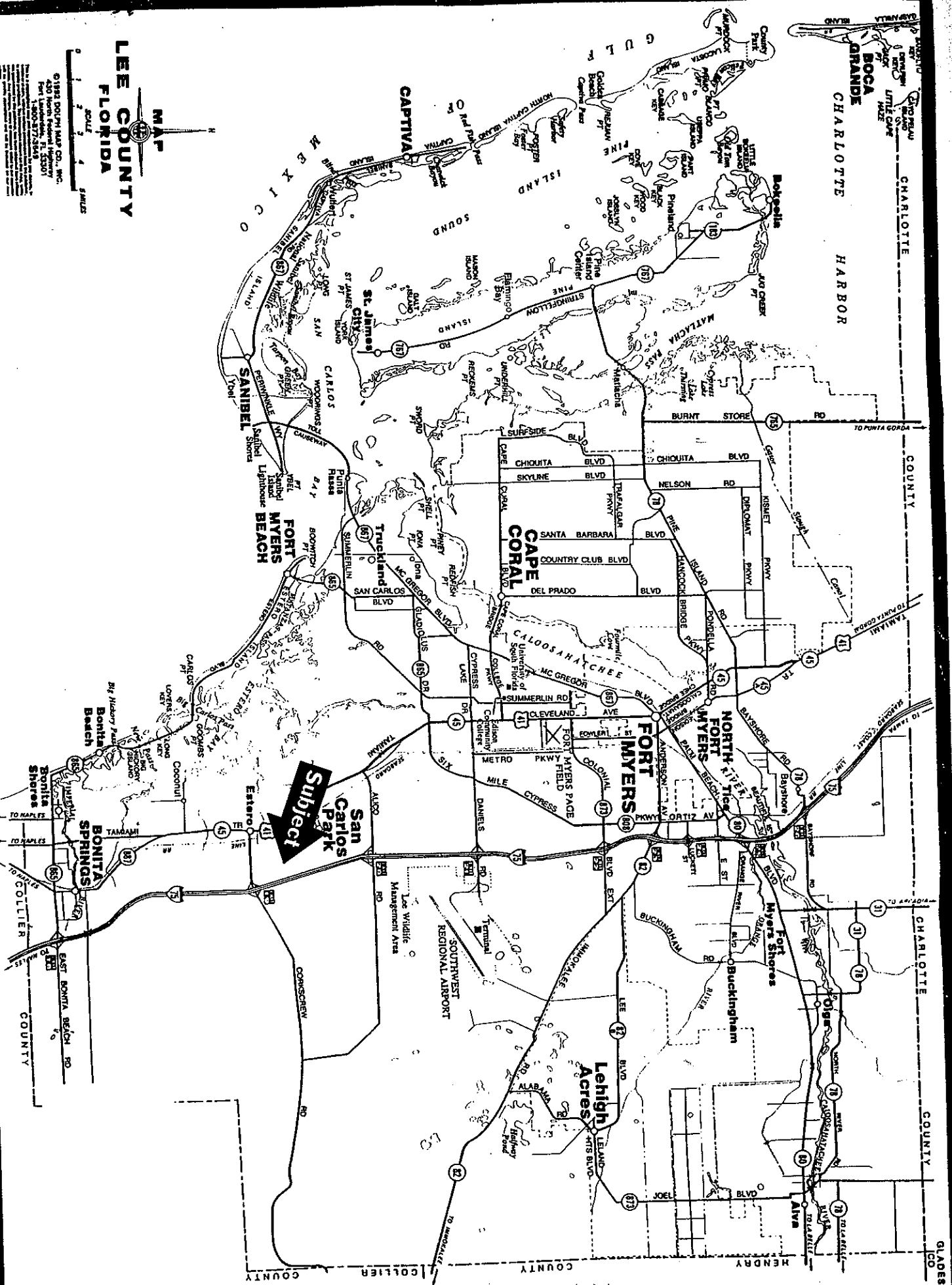
Commencing at the southeast corner of the southeast (SE ¼) of Section 22, Township 46 South, Range 25 East, Lee County, Florida and also being the point of commencement of the aforesaid parcel of land recorded in Official Record Book 4055, Pages 1103-1104, Public Records of Lee County, Florida and also at the point of intersection of Estero Parkway (Koresian Boulevard) and the westerly right of way line of Three Oaks Parkway; thence run N 00° 52' 52" E along the east line of the southeast quarter of said section 22 and the westerly right of way line of Three Oaks Parkway for a distance of 127.63 feet to the Point of Beginning of the parcel or tract described herein; thence continue N 00° 52' 52" E along the east line of the southeast quarter of said section 22 and the westerly right of way line of Three Oaks Parkway for a distance of 1161.51 feet; thence (departing said easterly right of way line) run S 88° 38' 59" W along a line parallel with the south line of the southeast quarter (SE ¼) of said section 22 for a distance of 15.00 feet; thence run S 00° 52' 52" W along a line 15.00 feet westerly of (as measured on a perpendicular) the east line of the southeast quarter of said section 22 and the westerly right of way line of Three Oaks Parkway for a distance of 1196.62 feet to the northeasterly right of way line of Estero Parkway (Koresian Boulevard) and at a point on a non-tangential curve to which a radial line bears S 43° 33' 51" E; thence run northeasterly and northerly along the arc of a curve to the left of radius 50.00 feet, having for its elements a central angle of 45° 33' 17", chord bearing of N 23° 38' 31" E, chord distance of 38.72 feet for a distance of 39.75 feet to a point of tangency and the point of beginning, containing 17,774.00 square feet (0.4080 acres) more or less.

Bearings mentioned hereinabove are based on the east line of the southeast quarter (SE ¼) of Section 22, Township 46 South, Range 25 East, Lee County, Florida as bearing N 00° 52' 52" E.

LEE COUNTY
FLORIDA



© 1983 DODD MAP CO., INC.
430 North Federal Highway
Fort Lauderdale, FL 33301
1-800-277-7844



Subject
San Carlos Park

Lehigh Acres

FORT MYERS

CAPE CORAL

FORT MYERS BEACH

BONITA SPRINGS

Bonita Beach

BOCA GRANDE

CHARLOTTE HARBOR

GLADES CO

HENDRY COUNTY

CHARLOTTE COUNTY

GLADES CO

CHARLOTTE COUNTY

GLADES CO