

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

Blue Sheet No. 20050927

1. ACTION REQUESTED/PURPOSE:

Authorize: 1) approval of Agreement for Purchase and Sale of Real Estate in Lieu of Condemnation Proceedings for acquisition of Parcel 510, Imperial Street Widening Project No. 4050, in the amount of \$4,000; 2) Chairman, on behalf of the Board, to sign the Purchase Agreement; 3) payment of costs and fees to close; and 4) Division of County Lands to handle and accept all documentation necessary to complete this transaction and grant time extension to close, if necessary.

2. WHAT ACTION ACCOMPLISHES: Allows the County to proceed with the project without resorting to eminent domain regarding this parcel.

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

4. Departmental Category: 6

C6E

5. Meeting Date: *08-02-2005*

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute *73 & 125*
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Independent
 Division County Lands
 By: Karen L.W. Forsyth, Director *Kelly F*

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: Fee Interest and Slope/Restoration Easement

Property Details:

Owner: Zhi H. Wu, Youming He, and Meikam Ho
STRAP No.: 36-47-25-B4-0130A.0010

Purchase Details:

Purchase Price: \$4,000
Costs to Close: \$500

The purchase price is at the Seller's asking price, substantiated by market data in the form of a sales contract of the parent tract for \$175,000 or \$9.67 per square foot. Staff is of the opinion that the purchase price can be justified considering savings of \$2,300 for an appraisal plus the costs associated with condemnation proceedings estimated between \$4,000 and \$6,000 excluding the value of the property.

Staff Recommendation: Staff recommends the Board approve the action requested.

Account: 20406018808.506110

20 - CIP; 4060 - Imperial Street; 18808 - Impact Fees -Road-Bonita; 506110 - Land

Attachments: Purchase Agreement, Slope/Restoration Easement, Title Search, 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>NO</i>	<i>AKM</i>	<i>AKM</i>	<i>AKM</i>	<i>AKM</i>	<i>AKM</i>	<i>AKM</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
Date: _____
Time: _____
Forwarded To: _____

RECEIVED BY COUNTY ADMIN. <i>EV</i>
<i>6-23-05</i>
<i>11:30</i>
COUNTY ADMIN FORWARDED TO:

This document prepared by:

Lee County
County Lands Division
Project: Imperial Street Widening, Project No. 4060
Parcels: 510
STRAP No.: 36-47-25-B4-0130A.0010

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 5 day of June, 2005 by and between **Zhi H. Wu, Youming He, and Meikam Ho, as tenants in common**, whose address is 27806 Michigan St., Bonita Springs, FL 34135, Owner, hereinafter referred to as SELLER, and **LEE COUNTY, a political subdivision of the State of Florida**, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 300 square feet, located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, and a perpetual, non-exclusive slope/restoration easement consisting of 587 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference; hereinafter collectively called "the Property." This property will be acquired for the Imperial Street Widening, Project 4060, hereinafter 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 of the Property ("Purchase Price") will be Two Thousand Five Hundred and no/100 (~~\$2,500.00~~), payable at closing by County Warrant. The Purchase Price ^{\$4,000.00} is mutually agreeable to both the SELLER and BUYER
ZHW

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 and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory Warranty Deed, and a Slope/Restoration easement (the form of the easement is attached as Exhibit "X"), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing, if applicable;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) SELLER's attorney fees, and appraiser fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
- (a) Recording fee for deed and easement;
 - (b) survey, (if desired by BUYER);
 - (c) payment of subordination and/or partial release of mortgage fees, if any;
 - (d) documentary stamps on deed and easement.
7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.
8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 15 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.
9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.
10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the

event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before thirty (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.

15. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. POSSESSION: SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. SPECIAL CONDITIONS: Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 6 of 6

WITNESSES:

Karen M. Riggs
Signature of Witness

Karen M. Riggs
Print Name of Witness

Marcy C. Miklic
Signature of Witness

Marcy C. Miklic
Print Name of Witness

Young He
Signature of Witness

Young He
Print Name of Witness

Amy A. Fouchea
Signature of Witness

Amy A. Fouchea
Print Name of Witness

Meikam Ho
Signature of Witness

Meikam Ho
Print Name of Witness

Amy A. Fouchea
Signature of Witness

Amy A. Fouchea
Print Name of Witness

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Zhi H. Wu - June 8 05
Zhi H. Wu (DATE)

Young He - June 6 05
Young He (DATE)

Meikam Ho - June 6 05
Meikam Ho (DATE)

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

This document prepared by
Lee County
County Lands Division
Project: Imperial Street Widening, Project 4060
Parcel: 510
STRAP No.: 36-47-25-B4-0130A.0010

SPECIAL CONDITIONS

1. Both parties understand and agree that the "Purchase Price" is for both the fee interest and easements referenced to and described in this Agreement.
2. The property described in Exhibit "A", and "B" are not and have never been the homestead of the owner, nor is it contiguous to the homestead of the owners.
3. Prior to closing SELLER is to provide a subordination from mortgage holder (mortgagee) subordinating mortgagee interest to the easement attached as Exhibit "X".

WITNESSES:

Karen M. Riggs
Signature of Witness

Karen M. Riggs
Print Name of Witness

Nancy C. Miklic
Signature of Witness

Nancy C. Miklic
Print Name of Witness

Youning He
Signature of Witness

Youning He
Print Name of Witness

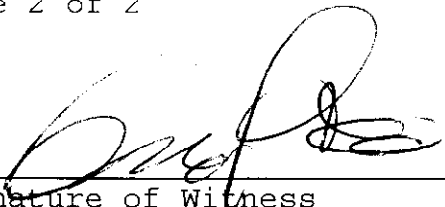
Amy A. Fouchea
Signature of Witness

Amy A. Fouchea
Print Name of Witness

SELLER:

Zhi H. Wu *June 8-05*
Zhi H. Wu (DATE)

Youning He *June 6-05*
Youning He (DATE)



Signature of Witness

DANIEL PLATI

Print Name of Witness



Signature of Witness

JACQUITA E JONES

Print Name of Witness

MEI KAM HO June 6 - 05

Meikam Ho

(DATE)

BUYER:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

James R. Coleman & Associates, Inc.
Land Surveying Consultants

1459 Cornell Place
Fort Myers, Florida 33919

Phone (239) 433-2070

Exhibit "A"

LEGAL DESCRIPTION

Parcel 510

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

Commence at the northeast corner of the southeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence S.89°32'19"W. along the north line of the southeast quarter of the southwest quarter of said Section 36 for 25.00 feet; thence S.00°56'51"E. for 25.00 feet to the point of beginning of the herein described parcel of land; thence continue S.00°56'51" E. 30.00 feet; thence N.34°29'15"W for 36.20 feet to an intersection with a line parallel with and 25.00 feet south of as measured at right angles to the north line of the southeast quarter of the southwest quarter of said Section 36; thence N.89°32'19"E. along said parallel line for 20.00 feet to the point of beginning.

James R. Coleman & Associates, Inc.
Certificate of Authorization Number LB0005983



Date: 2 FEB 04

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCAPCL510

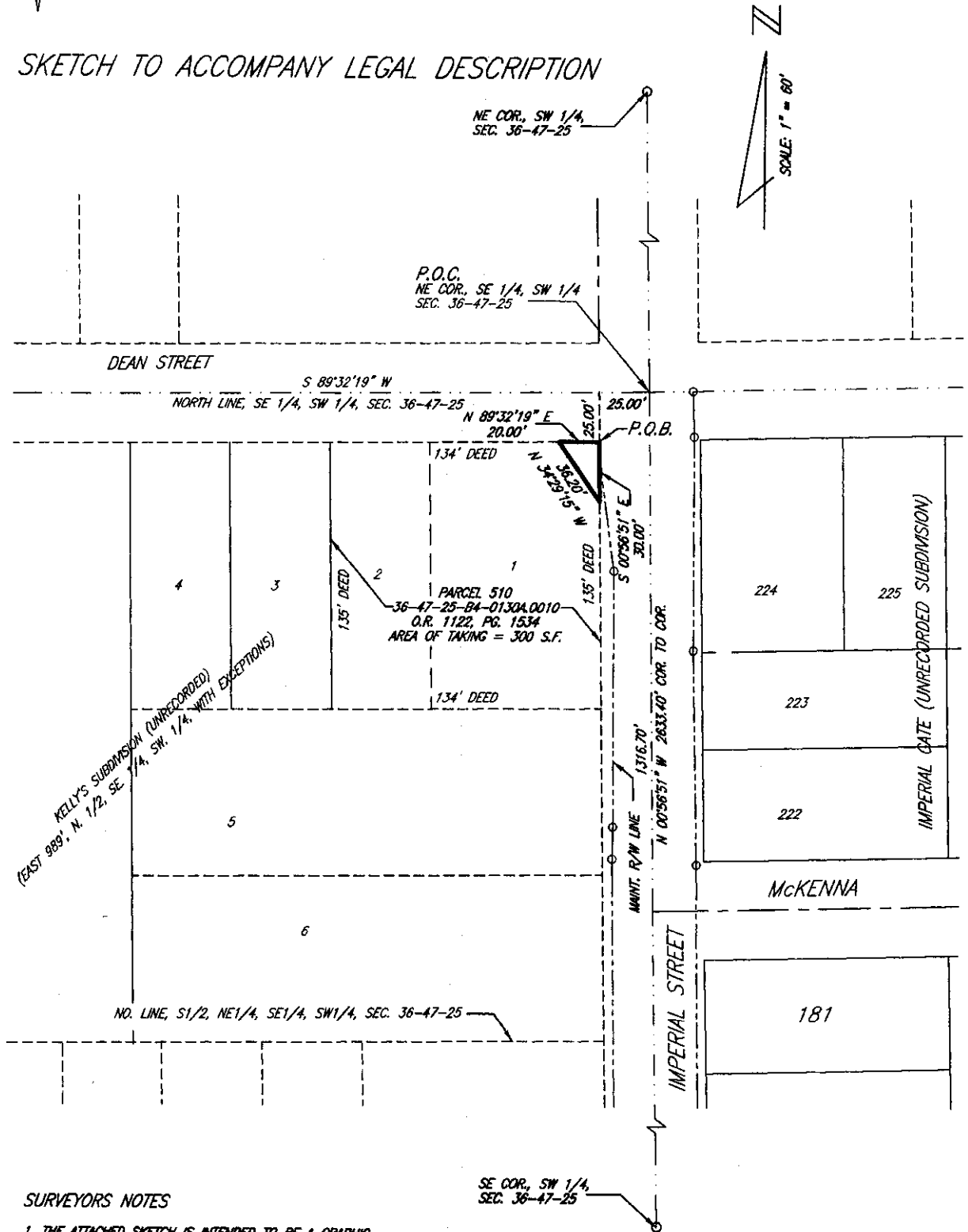


James R. Coleman & Associates, Inc.
 Land Surveying Consultants
 1459 Cornell Place
 Fort Myers, Florida 33919
 Phone: (239) 433-2070

Exhibit "A"

DATE JANUARY, 2004	JOB NO. 308456	DRAWING NO. PCL510
DATE	REVISION	BY

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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 (HAD BY ADJUSTMENT).
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

JAMES R. COLEMAN & ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER LB0005983

James R. Coleman
 JAMES R. COLEMAN
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205

DATE: 2/2/04

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

ALL IMPROVEMENTS OBTAINED IN
THIS PROJECT WILL BE OWNED AND
MAINTAINED BY THE COUNTY

Parcel: 510
Project: Imperial Street Widening, Project No. 4060
STRAP No.: 36-47-25-B4-0130A.0010

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 20____, between ZHI H. WU, YOUMING HE, and MEIKAM HO, as tenants in comon, whose address is 27806 Michigan Street, Bonita Springs, Florida 34135, (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is PO Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.
4. Grantor may not construct or place any structures within the Easement Parcel; however, Grantor may authorize the installation of utilities or may plant foliage within the easement area conveyed herein, provided such use does not interfere with or prevent the Grantee's use of the easement.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's 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 "B", 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.

Slope/Restoration Easement

Project: Imperial Street Widening, Project No. 4060

Page 2 of 3

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:

Karen M. Riggs
1st Witness Signature

Karen M. Riggs
Printed name of 1st Witness

Nancy C. Miller
2nd Witness Signature

Nancy C. Miller
Printed name of 2nd Witness

Ashley Augsburg
1st Witness Signature

Ashley Augsburg
Printed name of 1st Witness

Amy A. Fouchea
2nd Witness Signature

Amy A. Fouchea
Printed name of 2nd Witness

Ashley Augsburg
1st Witness Signature

Ashley Augsburg
Printed name of 1st Witness

Amy A. Fouchea
2nd Witness Signature

Amy A. Fouchea
Printed name of 2nd Witness

Zhi H. Wu
Zhi H. Wu

Younging He
Younging He

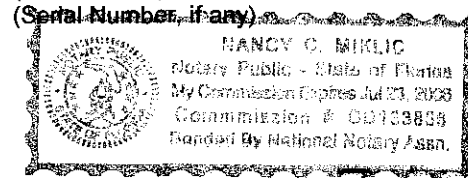
MEI KHAM HO
Meikam Ho

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 8 day of June,
2005 by **Zhi H. Wu**. He/she is personally known to me or who has produced
(name of person acknowledged)
FL DR LICENSE as identification.

Nancy C Miklic
(Signature of Notary Public)

Nancy C Miklic
(Name typed/printed or stamped)
(Title or Rank)



STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 6 day of June,
2005, by **Youming He**. He/she is personally known to me or who has produced
(name of person acknowledged)
NY State Driver Lic as identification.

[Signature]

(Signature of Notary Public)

VICTORIA A. ERRICO
(Name typed, printed or stamped)
Notary Public, State of New York
(Title or Rank)
No. 01ER6092139
(Serial Number, if any) Qualified in Bronx County
Commission Expires 5-12-07

STATE OF
COUNTY OF

The foregoing instrument was acknowledged before me this 6th day of June,
2005, by **Meikam Ho**. He/she is personally known to me or who has produced
(name of person acknowledged)
NY
FL Driver License as identification.

[Signature]

(Signature of Notary Public)

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

VICTORIA A. ERRICO
Notary Public, State of New York
No. 01ER6092139
Qualified in Bronx County
Commission Expires 5-12-07



Bean, Whitaker, Lutz & Kareh, Inc.

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

Exhibit "B"

LEGAL DESCRIPTION Permanent Slope Easement Parcel 510

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

Commence at the northeast corner of the southeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence S.89°32'19"W. along the north line of the southeast quarter of the southwest quarter of said Section 36 for 45.00 feet; thence S.00°56'51"E. for 25.00 feet to an intersection with a line parallel with and 25.00 feet south of as measured at right angles to the north line of the southeast quarter of the southwest quarter of said Section 36, and the point of beginning of the herein described parcel of land; thence S.89°32'19"W. along said parallel line for 114.00 feet to an intersection with a line parallel with and 159.00 feet west of as measured at right angles to the east line of the southeast quarter of the southwest quarter of said Section 36; thence S.00°56'51" E. along said parallel line for 5.00 feet to an intersection with a line parallel with and 30.00 feet south of as measured at right angles to the north line of the southeast quarter of the southwest quarter of said Section 36; thence N.89°32'19"E. along said parallel line for 117.34 feet; thence N.34°29'15"W. for 6.03 feet to the point of beginning.

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

Date: 11 JAN 05

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

BWLKEasement510

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



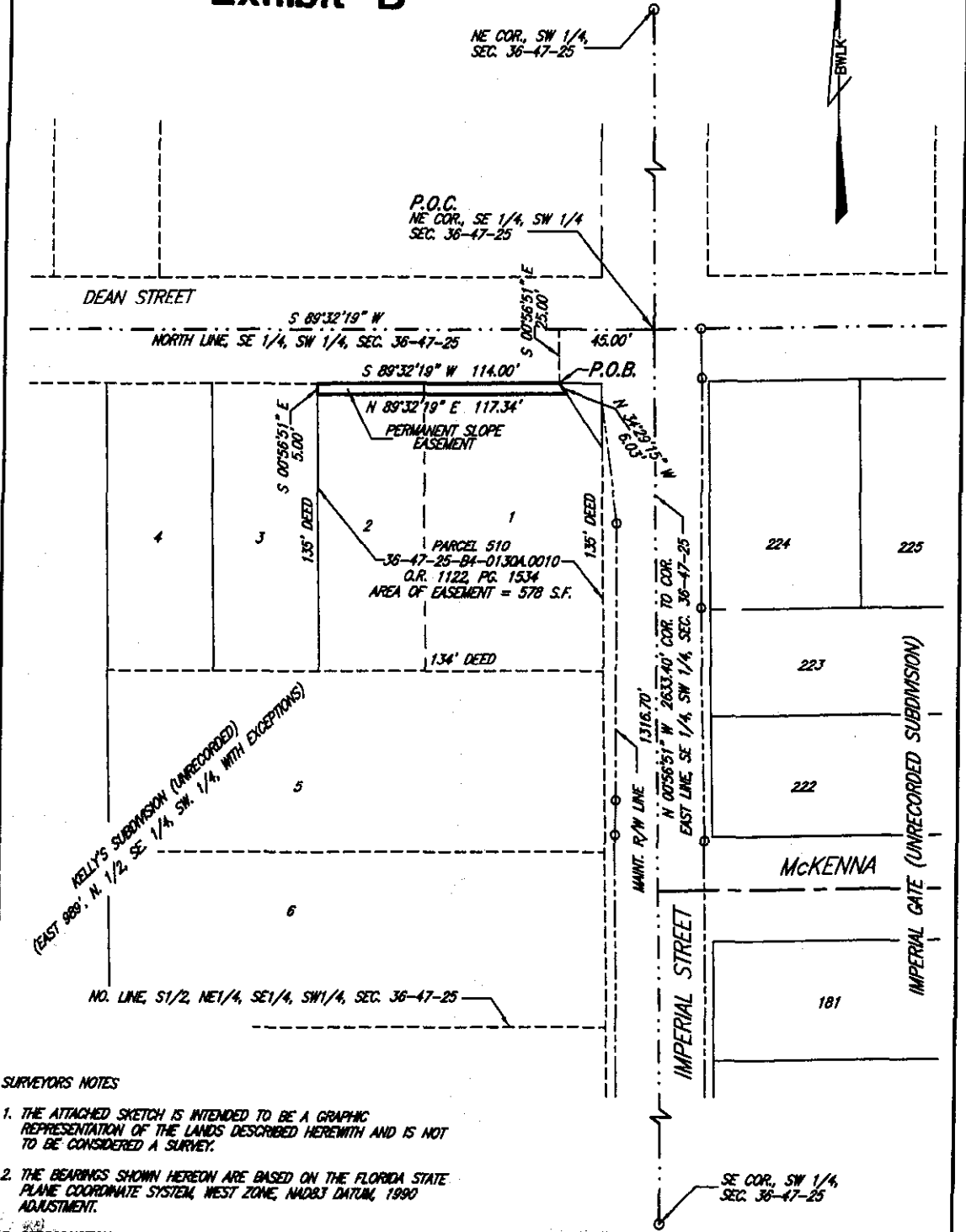
ASSOCIATES:

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 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA

Exhibit "B"



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: 12 JAN 05
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (28 4919)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
13041-1 MCGREGOR BOULEVARD, FORT MYERS, FLORIDA 33919-8910 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
01-10-05	35885	J.R.C.	1" = 60'	1 OF 1	36-47-25

Easement 510.dwg

Division of County Lands**2nd Updated Ownership and Easement Search**

Search No. 36-47-25-B4-0130A.0010

Date: March 9, 2005

Parcel: 510

Project: Imperial Street Widening, Project 4060

To: Michael J. O'Hare, SR/WA
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 36-47-25-B4-0130A.0010

Effective Date: ^{5/29/2005} ~~February 27, 2005~~, at 5:00 p.m.*Nothing found of record*

Subject Property: The South 135 feet of the North 160 feet of the West 134 feet of the East 159 feet of the Southeast ¼ of the Southwest ¼ of Section 36, Township 47 South, Range 25 East. Being Lots 1 and 2, KELLY-PENDLETON, unrecorded subdivision, Lee County, Florida.

Title to the subject property is vested in the following:

Zhi H. Wu and Youming He and Meikam Ho, as Tenants in Common

By those certain instruments dated January 20, 2005, recorded February 16, 2005, in Official Record Book 4594, Pages 696 and 698, Public Records of Lee County, Florida.

Easements: None found of record.

NOTE: Georgia Irene Kelley, now known as Georgia Kelley LeSage (now deceased), appears to be the owner of the underlying land now being used as access roads (Imperial Street and Dean Street), being 25 feet in width and running along the Easterly and Northerly boundaries of subject property, as evidenced by deed in Deed Book 226, Page 214. The Property Appraiser Street index conversely shows that this portion of Dean Street (between Old U.S. 41 and Quinn Street) is paved and County maintained. There are also portions of Imperial Street that are paved and County maintained according to the Property Appraiser Index. We fail to find any recorded documents that verify ownership of the roadways abutting this property other than the deed referenced in this paragraph.

Tax Status: 2004 taxes have been paid in full.

(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 or warranties as to its accuracy.

James R. Coleman & Associates, Inc.

Land Surveying Consultants

1459 Cornell Place
Fort Myers, Florida 33919

Phone (239) 433-2070

LEGAL DESCRIPTION

Parcel 510

A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

Commence at the northeast corner of the southeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence S.89°32'19"W. along the north line of the southeast quarter of the southwest quarter of said Section 36 for 25.00 feet; thence S.00°56'51"E. for 25.00 feet to the point of beginning of the herein described parcel of land; thence continue S.00°56'51" E. 30.00 feet; thence N.34°29'15"W for 36.20 feet to an intersection with a line parallel with and 25.00 feet south of as measured at right angles to the north line of the southeast quarter of the southwest quarter of said Section 36; thence N.89°32'19"E. along said parallel line for 20.00 feet to the point of beginning.

James R. Coleman & Associates, Inc.
Certificate of Authorization Number LB0005983



Date: 2 FEB 04

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

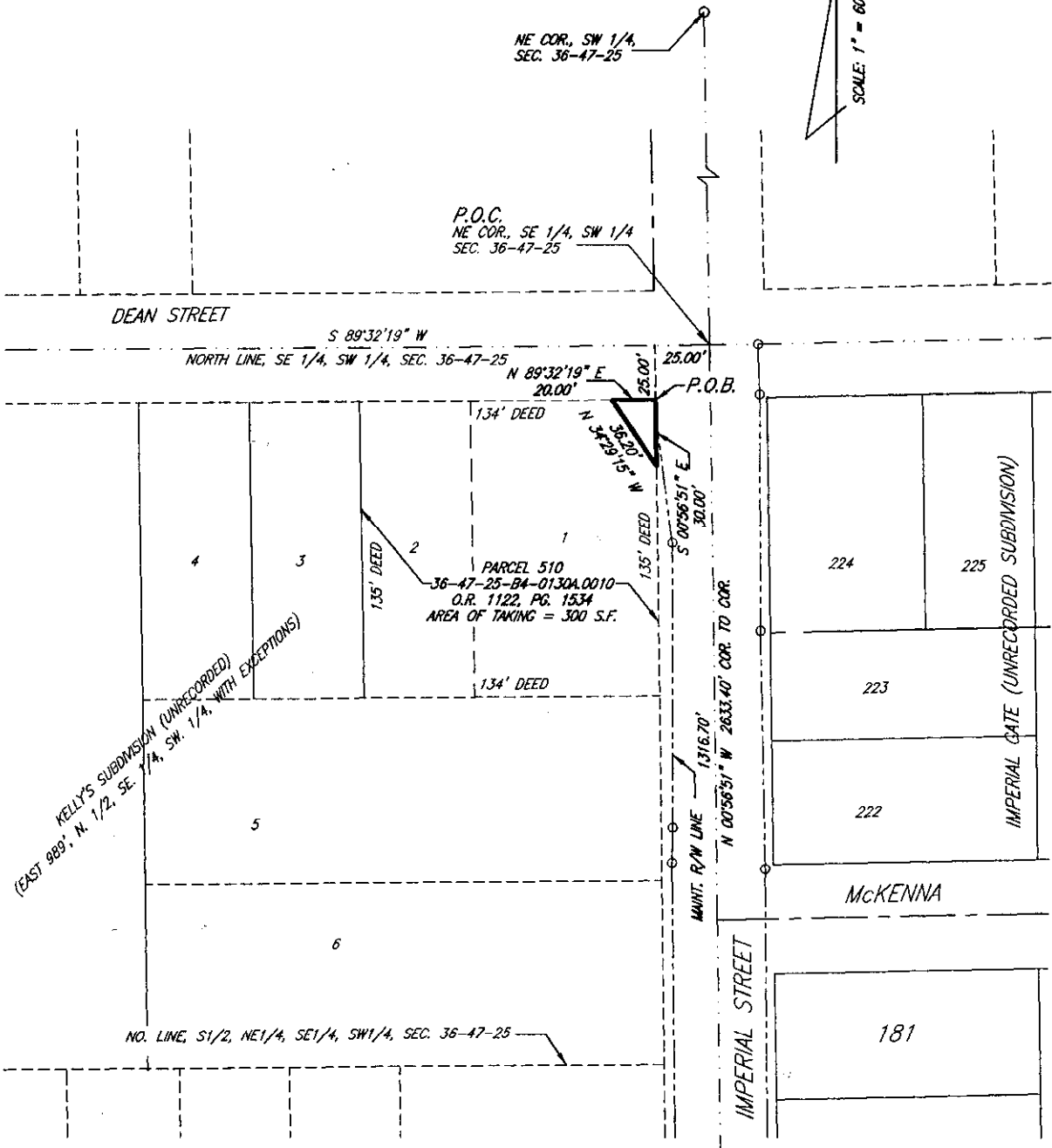
JRCAPCL510



James R. Coleman & Associates, Inc.
 Land Surveying Consultants
 1459 Cornell Place
 Fort Myers, Florida 33919
 Phone: (239) 433-2070

DATE	JANUARY, 2004	JOB NO.	308456	DRAWING NO.	PCL510
DATE		REVISION			
DATE		REVISION			

SKETCH TO ACCOMPANY LEGAL DESCRIPTION



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 (NAD 83 ADJUSTMENT).
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

SE COR., SW 1/4, SEC. 36-47-25

JAMES R. COLEMAN & ASSOCIATES, INC.
 CERTIFICATE OF AUTHORIZATION NUMBER L60005983
 DATE: 2/20/04
 JAMES R. COLEMAN
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 3205



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

LEGAL DESCRIPTION Permanent Slope Easement Parcel 510

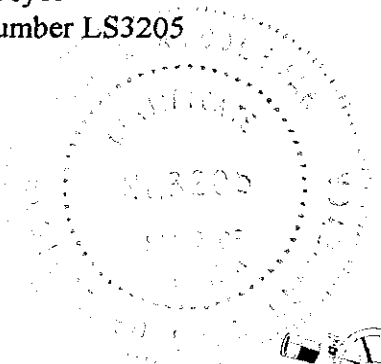
A parcel of land in Section 36, Township 47 South, Range 25 East, Bonita Springs, Lee County, Florida, more particularly described as follows:

Commence at the northeast corner of the southeast quarter of the southwest quarter of Section 36, Township 47 South, Range 25 East, thence S.89°32'19"W. along the north line of the southeast quarter of the southwest quarter of said Section 36 for 45.00 feet; thence S.00°56'51"E. for 25.00 feet to an intersection with a line parallel with and 25.00 feet south of as measured at right angles to the north line of the southeast quarter of the southwest quarter of said Section 36, and the point of beginning of the herein described parcel of land; thence S.89°32'19"W. along said parallel line for 114.00 feet to an intersection with a line parallel with and 159.00 feet west of as measured at right angles to the east line of the southeast quarter of the southwest quarter of said Section 36; thence S.00°56'51" E. along said parallel line for 5.00 feet to an intersection with a line parallel with and 30.00 feet south of as measured at right angles to the north line of the southeast quarter of the southwest quarter of said Section 36; thence N.89°32'19"E. along said parallel line for 117.34 feet; thence N.34°29'15"W. for 6.03 feet to the point of beginning.

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

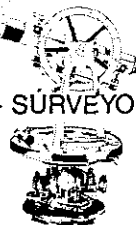

Date: 11/20/05
James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

BWLKEasement510



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

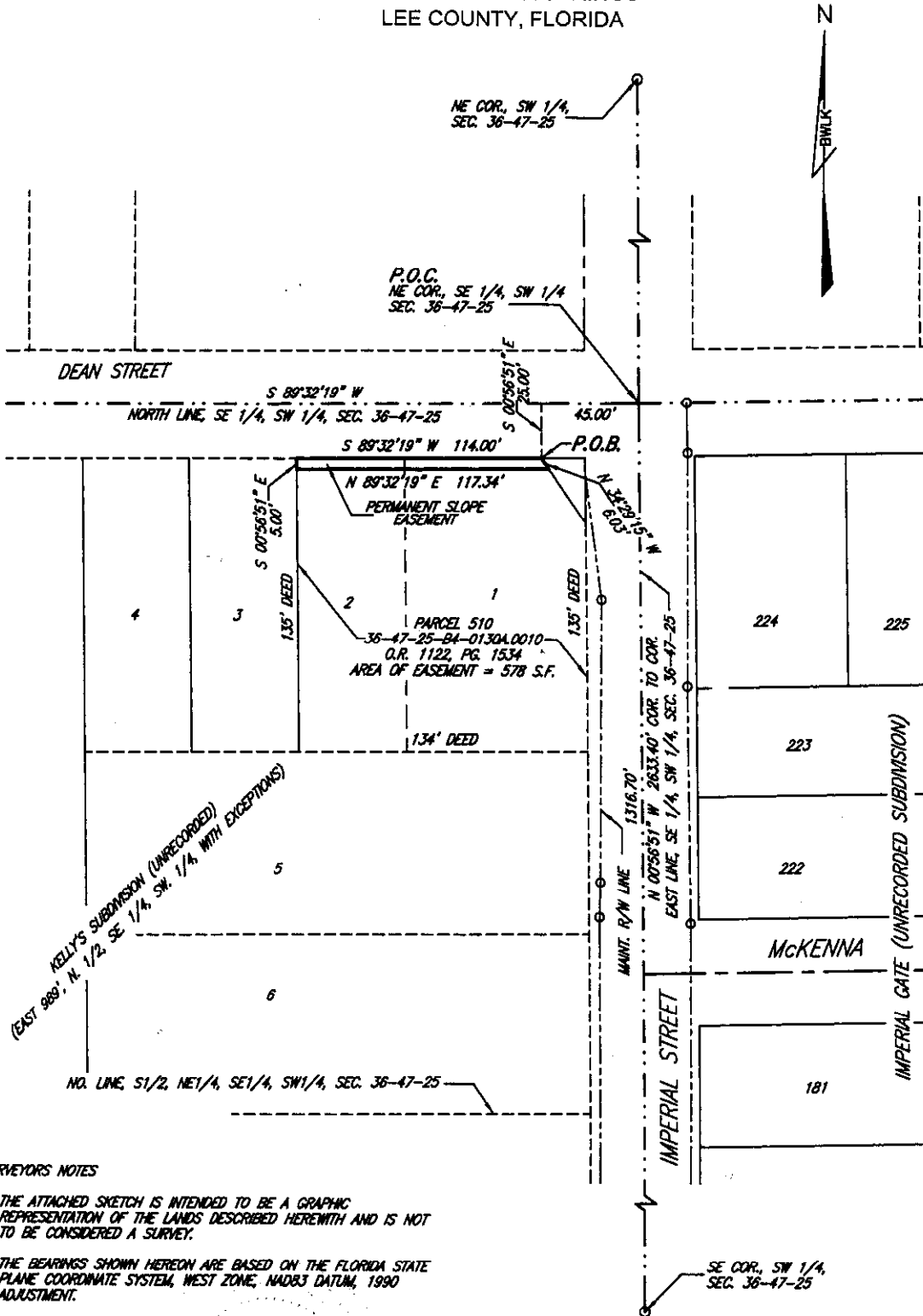
CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS



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 36, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
CITY OF BONITA SPRINGS
LEE COUNTY, FLORIDA



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

[Signature]
DATE: 12/10/05
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (23 0819)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
13041-1 MCQUEENOR BOULEVARD, FORT MYERS, FLORIDA 33919-6910 (239) 481-1331

DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO.
01-10-05	35955	J.R.C.	1" = 60'	1 OF 1	D-7-02 36-47-25