

Lee County Board Of County Commissioners

Blue Sheet No. 20060566

Agenda Item Summary

1. **ACTION REQUESTED/PURPOSE:** Approve and execute First Amendment to Lease Agreement with Worthington Holdings Southwest, LLC, and accompanying Joinder Agreement with DP-TA Associates, LTD., for property currently leased by Lee County for proposed EMS Public Safety Facility on Treeline Avenue.

2. **WHAT ACTION ACCOMPLISHES:** Board is required to authorize any amendment(s) to lease.

3. **MANAGEMENT RECOMMENDATION:** Approve.

DATE CRITICAL

4. Departmental Category: 06		C6C		5. Meeting Date: 05-16-2006	
6. Agenda:		7. Requirement/Purpose: (specify)		8. Request Initiated:	
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute	125		Commissioner	
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance			Department	
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code			Division	
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other	Bluesheet 20031446		By: Karen L. W. Forsyth, Director	
<input type="checkbox"/> Walk-On					

9. **Background:** On December 16, 2003, the BoCC entered into a 10-year land lease with future option to purchase for \$1.00 with the Worthington Holdings Southwest, LLC. The 1.34 acres of vacant land along north Treeline Avenue, was acquired to be used for a future EMS Public Safety Station.

Worthington has sold their property holdings to the south of the subject area to DP-TA Associates, LTD. The new owner is required to construct an access road which will run along the west boundary of the leased site. Due to right-of-way width requirements for the proposed access road, the leased property will need to be reduced in overall size from 1.34 acres, down to .84 acres. Appropriate County staff has thoroughly reviewed the situation, and concludes the reduction in size of the subject property will not impact the future construction plans for the EMS facility.

The access road will provide better ingress/egress of ambulances to the site. Also, DP-TA will be responsible for construction and maintenance of the new road, and will be required to provide installation of water, sewer and stormwater drainage utility line connection points to the boundary of the leased premises, at no cost to the County.

No funding is required for this item.

Attachments: First Amendment to the Lease Agreement, Joinder, Copy of Bluesheet 20031446, Copy of Original Lease C6d, 12-16-03.

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>[Signature]</i>				<i>[Signature]</i> 5-3-06	<i>[Signature]</i> 5-3-06	<i>[Signature]</i> 5/4/06	<i>[Signature]</i> 5/4/06	<i>[Signature]</i> 5/4/06	AS <i>[Signature]</i>

11. Commission Action:

Approved

Deferred

Denied

Other

RECEIVED BY
COUNTY ADMIN: *[Signature]*
5-3-06
4:40
COUNTY ADMIN
FORWARDED TO:
5-4-06 P.A.
[Signature]

Rec. by CoAtty
Date: 5/2/06
Time: 4:00pm
Forwarded To:
Admin.
5/3/06 4:25pm

FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT (the "Amendment") made, entered and effective as of the 28th day of April, 2006, by and between **WORTHINGTON HOLDINGS SOUTHWEST, LLC**, a Florida limited liability company ("Owner"), and **LEE COUNTY**, a political subdivision of the State of Florida ("Tenant").

NOW THEREFORE, in consideration of the mutual benefits and covenants contained in this Amendment, the sufficiency of which is hereby acknowledged, agree to the following:

1. All terms, conditions, and agreements contained in the Lease Agreement (the "Agreement") dated December _____, 2003 (approved by the Lee County Board of County Commissioners on December 16, 2003, as Consent Agenda Item 6d), between the parties hereto, are hereby ratified and affirmed except as modified or stated herein.
2. The Lease Premises described in the Agreement referenced above is hereby modified such that Exhibit "A" attached thereto is hereby replaced with Exhibit "A-1" attached hereto and incorporated herein by reference.
3. Tenant acknowledges that the temporary access easement described on Exhibit "B" to the Agreement has been conveyed to Lee County for Treeline Avenue right-of-way purposes and that Tenant will have the non-exclusive right to use the property described on attached Exhibit "B-1" (the "B-1 Access Road") for access, utilities and drainage conveyance; however, Owner has no obligation to pave or in anyway improve the Access Road. Owner currently owns the B-1 Access Road, but shall convey it at a future date to DP-TA Associates, Ltd., a Florida limited partnership ("DP-TA") for roadway access to the adjacent commercial property, subject to Tenant's, Owner's and the Arborwood Community Development District's (the "CDD") non-exclusive easement for access, utilities and drainage. DP-TA, its successor and/or assigns, covenants and agrees that it shall be responsible for: (i) construction and maintenance of the proposed roadway on the B-1 Access Road; (ii) installation of water, sewer and stormwater drainage utility line connection points to the boundary of the Leased Premises; items (i) and (ii) all at no cost to Tenant; (iii) including the Leased Premises' stormwater "quantity and quality" storage requirements (not dry pre-treatment) in those of the Treeline Avenue Project plans; and (iv) including the Leased Premises in a modification of the SFWMD ERP Permit for the Treeline Avenue Project to include items (i), (ii) and (iii) above. In addition, DP-TA covenants and agrees that the B-1 Access Road shall be conveyed, subsequent to its completion, to a property owners association charged with maintaining, repairing and replacing the B-1 Access Road and related utility lines, as necessary, and that Tenant, Owner and the CDD shall not be responsible to pay any assessments to said property owners association for repairing or replacing any portion of the B-1 Access Road and related utility lines (subsequent to its completion by DP-TA); however, Tenant, Owner and the CDD shall be responsible for any damage to the B-1 Access Road and/or related utility lines

caused willfully or by the grossly negligent acts of Tenant, Owner or the CDD, their agents, employees and sub-contractors.

4. Tenant acknowledges that Owner has encumbered the Leased Premises with the Temporary Stormwater Drainage Easement for Treeline Avenue drainage, a copy of which is attached hereto as Exhibit "C", across the property described therein.
5. Paragraph 26 is modified as follows:

At any time prior to the expiration of the term of this Lease, Tenant may exercise an option to purchase the fee simple interest in the Leased Premises from Owner for One Dollar (\$1.00). In the event that Tenant exercises this option, Owner will convey title to the Leased Premises to Tenant via a special warranty deed. Owner will be responsible for any documentary stamp tax on the deed, the cost to record the deed and title insurance. In the event that Tenant does not exercise this option prior to the expiration of the Lease Term (December 16, 2013), this option shall become null and void.

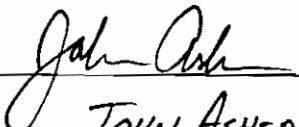
6. All other terms, covenants and conditions contained in the Agreement are to be performed as first written.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals intending to be bound as of the day and year first written above.


Signed, sealed and delivered
in the presence of:

OWNER:

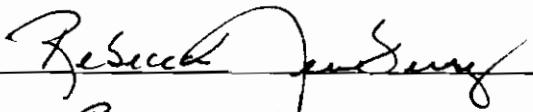
Worthington Holdings Southwest, LLC, a
Florida limited liability company



Print: JOHN ASHER
Witness

By: 

John Gnagey, Vice President



Print: REBECCA NEWBERRY
Witness

Date: 3-13-06

STATE OF FLORIDA)
) SS.
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 13th day of March, 2006 by John Gnagey, the Vice President of Worthington Holdings Southwest, LLC, a Florida limited liability company, on behalf of the company. He/she is personally known to me, or has produced _____ as identification.

Rebecca Newberry
Notary Signature
REBECCA NEWBERRY
Print Notary Name



NOTARY PUBLIC
State of Florida at Large

My Commission Expires: 9/5/09

Approved and accepted for and on behalf of Lee County, Florida, this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

**BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA**

BY: _____
_____, Deputy Clerk

BY: _____
_____, Chairman

Approved as to form by:

John J. Fredyma
Assistant County Attorney
Lee County Attorney's Office



DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 45 SOUTH RANGE 25 EAST, LEE COUNTY, FLORIDA (ARBORWOOD EMS 09-29-2005)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE N.88°10'10"E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23 FOR A DISTANCE OF 1,293.64 FEET; THENCE S.01°01'24"E., A DISTANCE OF 1615.36 FEET; THENCE S.88°58'36"W., A DISTANCE OF 75.52 FEET TO THE POINT OF BEGINNING; THENCE S.00°18'07"E., A DISTANCE OF 54.24 FEET; THENCE S.54°34'33"W., A DISTANCE OF 32.24 FEET; THENCE S.88°58'36"W., A DISTANCE OF 77.19 FEET; THENCE S.89°26'26"W., A DISTANCE OF 98.96 FEET; THENCE N.29°25'05"E., A DISTANCE OF 6.52 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 23°56'03"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 112.79 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 238.00 FEET AND A CENTRAL ANGLE OF 22°20'36"; THENCE NORTHERLY ALONG THE ARC, A DISTANCE OF 92.81 FEET; THENCE N.27°49'38"E., A DISTANCE OF 22.38 FEET TO A POINT OF CURVE TO THE RIGHT HAVING A RADIUS OF 106.33 FEET AND A CENTRAL ANGLE OF 30°34'39"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 56.75 FEET TO A POINT OF COMPOUND CURVE TO THE RIGHT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 108°40'37"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 66.39 FEET; THENCE S.12°55'07"E., A DISTANCE OF 168.58 FEET TO THE POINT OF BEGINNING.

CONTAINING 0.84 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AS BEARING N.88°10'10"E.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Metron Surveying & Mapping LLC., LB #7071
5245 Ramsey Way, Suite 2
Fort Myers, FL 33907

Signed: [Signature]
Date: 9/29/05

EXHIBIT "A-1"



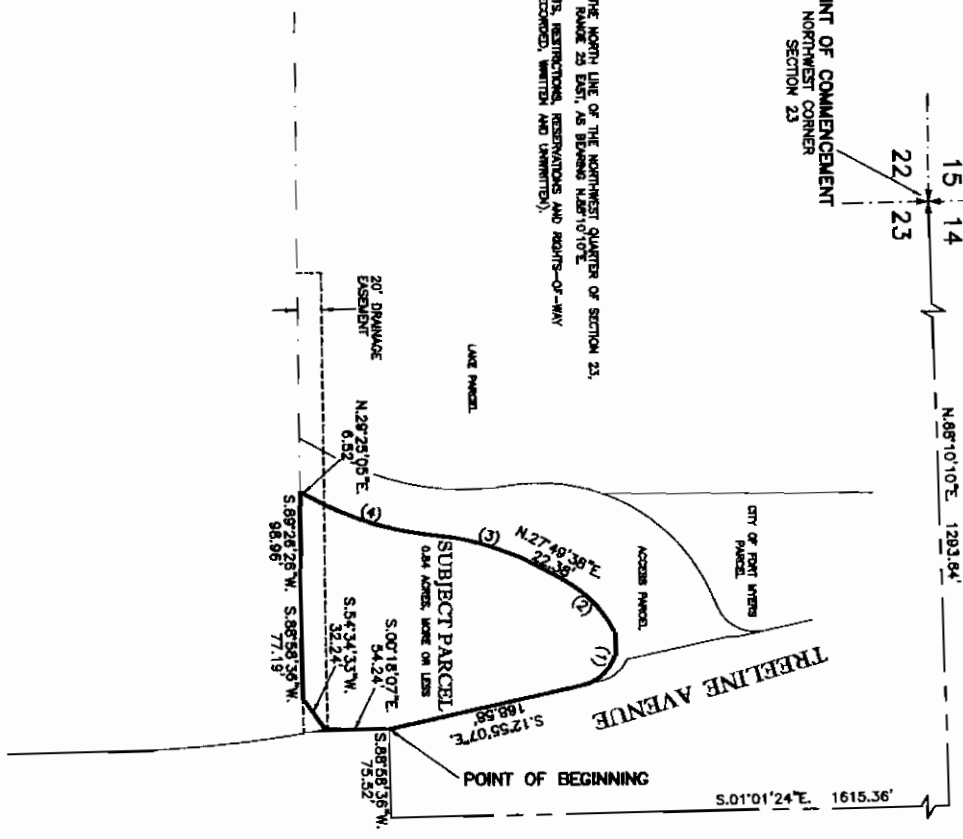
POINT OF COMMENCEMENT
NORTHWEST CORNER
SECTION 23

15 14
22 23

N.88°10'10"E 1293.94'

S.01°01'24"E 1615.36'

NOTES:
BEARINGS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23.
TOWNSHIP 44 SOUTH, RANGE 25 EAST, AS SHOWN HEREON.
SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY
(RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).



SKETCH OF A PARCEL LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	35.00'	108°40'37"	68.39'	58.67'	S.67°13'25"E
2	108.33'	307°34'38"	58.75'	58.07'	N.43°06'57"E
3	238.00'	22°20'38"	82.81'	82.22'	N.18°29'20"E
4	270.00'	23°58'03"	112.78'	111.87'	N.17°27'04"E

THIS IS NOT A SURVEY

DATE SIGNED: 10/13/05

BY: [Signature]

DATE: 10/13/05

1613/05

ARBORWOOD EMS SITE 09-29-05

SKETCH OF DESCRIPTION

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS - PLANNERS
15W 7071

3246 RAMSEY WAY, SUITE #2
FORT MYERS, FLORIDA 33907
PHONE: (239) 772-4875
FAX: (239) 278-4877
www.metronllc.com

PROJECT NO. 3737

SCALE: 1" = 1'

DATE: 10/13/05



METRON

SURVEYING & MAPPING, LLC

LAND SURVEYORS • PLANNERS

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH RANGE 25 EAST,
LEE COUNTY, FLORIDA
(ARBORWOOD DANTREE INGRESS/EGRESS 10-11-2005)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE N.88°10'10"E., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23 FOR A DISTANCE OF 1,293.64 FEET; THENCE S.01°01'24"E., A DISTANCE OF 1297.43 FEET; THENCE S.88°58'36"W., A DISTANCE OF 153.74 FEET TO THE **POINT OF BEGINNING**; THENCE S.12°55'07"E., A DISTANCE OF 22.19 FEET; THENCE S.03°04'07"E., A DISTANCE OF 10.20 FEET; THENCE S.12°40'04"E., A DISTANCE OF 86.29 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE RIGHT, OF WHICH THE RADIUS POINT LIES S.21°18'55"W., A RADIAL DISTANCE OF 30.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 55°45'57", A DISTANCE OF 29.20 FEET; THENCE S.12°55'07"E., A DISTANCE OF 15.32 FEET TO THE POINT OF CURVE OF A NON TANGENT CURVE TO THE LEFT, OF WHICH THE RADIUS POINT LIES S.77°04'53"W., A RADIAL DISTANCE OF 35.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 108°40'37", A DISTANCE OF 66.39 FEET TO A POINT OF COMPOUND CURVE TO THE LEFT HAVING A RADIUS OF 106.33 FEET AND A CENTRAL ANGLE OF 30°34'39"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 56.75 FEET; THENCE S.27°49'38"W., A DISTANCE OF 22.38 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 238.00 FEET AND A CENTRAL ANGLE OF 22°20'36"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 92.81 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 270.00 FEET AND A CENTRAL ANGLE OF 23°56'03"; THENCE SOUTHERLY ALONG THE ARC, A DISTANCE OF 112.79 FEET; THENCE S.29°25'05"W., A DISTANCE OF 6.52 FEET; THENCE S.89°26'26"W., A DISTANCE OF 46.18 FEET; THENCE N.29°25'05"E., A DISTANCE OF 29.59 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 230.00 FEET AND A CENTRAL ANGLE OF 38°55'18"; THENCE NORTHERLY ALONG THE ARC A DISTANCE OF 156.24 FEET TO A POINT OF REVERSE CURVE TO THE RIGHT HAVING A RADIUS OF 158.00 FEET AND A CENTRAL ANGLE OF 71°02'16"; THENCE NORTHEASTERLY ALONG THE ARC, A DISTANCE OF 195.90 FEET; THENCE N.65°03'09"E., A DISTANCE OF 25.93 FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET AND A CENTRAL ANGLE OF 77°58'15"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 47.63 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.54 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AS BEARING N.88°10'10"E.

Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #5430
Metron Surveying & Mapping LLC, LB #7071
5245 Ramsey Way, Suite 2
Fort Myers, FL 33907

Signed: _____

Date: 10/11/05

EXHIBIT "B-1"

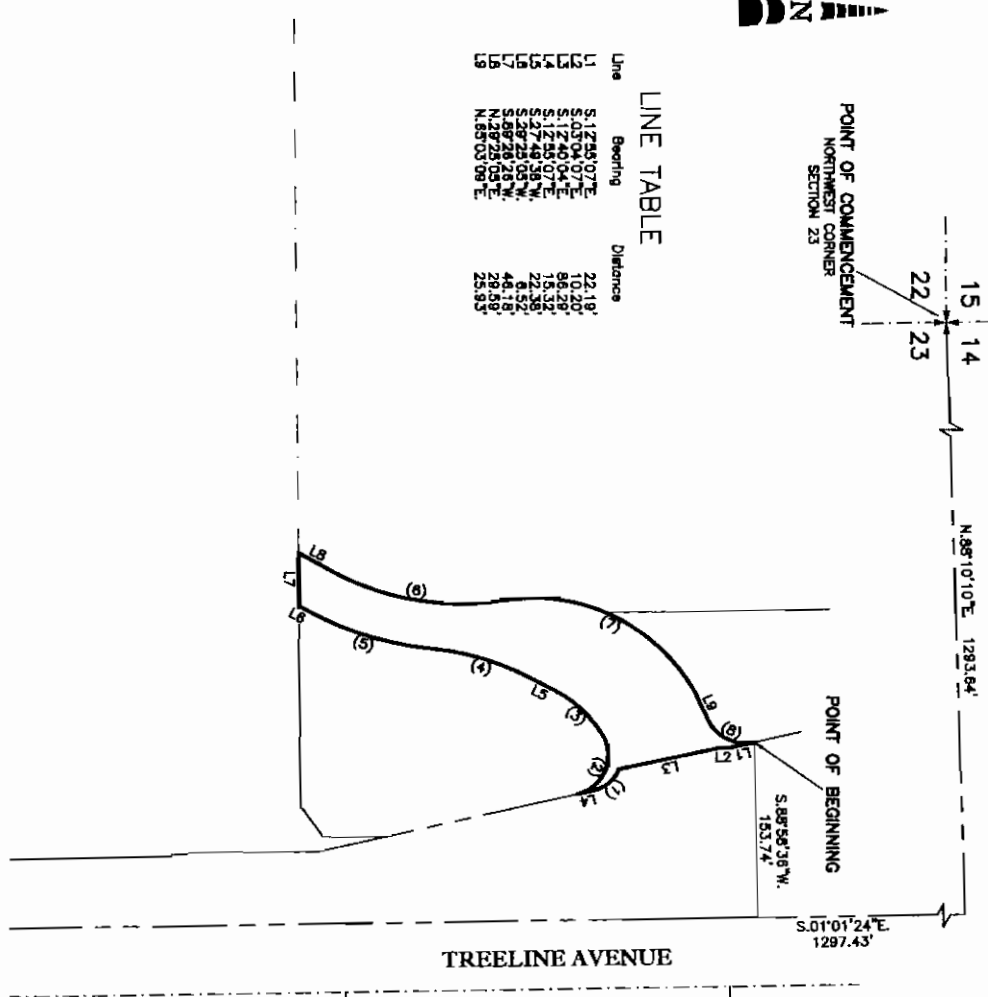
SKETCH

OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



LINE TABLE

Line	Bearing	Distance
1	S 12°48'07"E	22.10'
2	S 02°32'07"E	11.20'
3	S 12°40'04"E	86.29'
4	S 12°45'07"E	15.33'
5	S 27°49'58"W	22.35'
6	S 29°22'05"W	0.52'
7	S 89°28'25"E	48.15'
8	S 89°28'25"E	28.93'
9	N 83°00'58"E	23.93'



CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	30.00'	55°45'57"	28.30'	28.08'	S 40°46'08"E
2	35.00'	106°40'37"	66.39'	58.87'	N 87°13'25"W
3	108.33'	50°34'38"	56.75'	58.07'	S 45°08'57"W
4	238.00'	27°20'36"	82.81'	82.22'	S 16°39'20"W
5	210.00'	23°58'05"	112.75'	111.97'	S 17°27'04"W
6	450.00'	37°05'18"	198.42'	193.25'	N 08°57'28"E
7	450.00'	77°56'15"	47.85'	47.04'	N 25°04'01"E

ARBORWOOD DANTREE INGRESS/EGRESS 10-11-05

SKETCH OF DESCRIPTION

*** THIS IS NOT A SURVEY ***

DATE SIGNED: 10/11/05

BY: [Signature]

DRAFTSMAN: [Signature]

CHECKED BY: [Signature]

DATE SIGNED: 10/11/05

NOT VALID WITHOUT THE SIGNATURE OF THE ORIGINAL LICENSED SURVEYOR OR A FLORIDA LICENSED SURVEYOR AND SURVEY

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS & PLANNERS
LEW 7071

5248 PARKWAY WAY, SUITE #3
FORT WORTH, TEXAS 76137
PHONE: (214) 278-8870
FAX: (214) 278-8457
www.metron.com

FILE NO.	PROJECT NO.	SHEET
ARBORWOOD DANTREE IE 10-11-05.DWG	3737	1 OF 1
DATE	SCALE	
10-11-2005	D10	NOT TO SCALE
	D10	

NOTES:

MEASURES BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AS BEARING N88°10'10"E.

(SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).



This Instrument Prepared by:

Lee County Environmental Services
Department
Natural Resources Division
P.O. Box 398
Fort Myers, FL 33902-0398
STRAP Number: _____

INSTR # 6571072
DR BK 04531 Pgs 2388 - 2392; (5pgs)
RECORDED 12/17/2004 02:57:30 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 44.00
DEPUTY CLERK C Keller

This Space for Recording

TEMPORARY STORMWATER DRAINAGE EASEMENT

5 This easement grant is made between Worthington Holdings Southwest, LLC, a Florida limited liability company, whose address is 9240 Marketplace Road, Suite 2, Fort Myers, Florida 33912 ("Grantor") and LEE COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 ("Grantee") as follows:

1. In consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive temporary drainage easement in, over and across that portion of Grantor's property legally described in Exhibit "A".

2. Grantee has the right and authority to construct and maintain stormwater drainage facilities, including the installation of pipe or excavation of a swale, within the easement area in accordance with appropriate permits issued for construction and maintenance. The Temporary Stormwater Drainage Easement is not limited to any one diameter size, type or number of connections to other stormwater lines or systems for providing drainage.

3. Grantee acknowledges that this easement is non-exclusive and temporary in nature and that once the Grantor has obtained final site plan approval for Grantor's entire parcel (the "Final Site Plan"), Grantor covenants that it will grant a perpetual stormwater drainage easement to Grantee across an easement area designated by Grantor in accordance with the Final Site Plan. Grantor shall be responsible for design, permits, construction, and all associated costs to relocate the temporary stormwater drainage facilities to the permanent location in accordance with the Final Site Plan. Grantor shall also be responsible for the legal fees to provide the perpetual stormwater drainage easement.

4. Grantee also has the right and authority to remove or trim any roots, trees or other vegetation or structures, including fencing, within the easement area in order to properly install the stormwater drainage facilities.

5. Grantor may use the easement area for landscaping (except trees), walkway, roadway, curbs, gutters, drainage or similar uses, provided no structures, such as sheds, carports, garages or other buildings, are constructed within the easement area. Grantor may also grant other easements over the easement area so long as such other easements do not interfere with Grantee's use herein.

6. Title to any drainage facilities constructed in the easement area will remain in the Grantor, its successors or assigns.

7. Grantor warrants that subject to any existing public roadway or utility easements, Grantor is in lawful possession of the subject property free and clear of all liens and encumbrances, except those recorded in the public records, and has the right and power to convey this easement.

8. County/Grantee, by accepting this Easement, agrees to all the terms contained herein.

9. This easement is binding upon the parties hereto, their successors and assigns.

[Remainder of this page intentionally left blank. Signatures on next page.]

IN WITNESS WHEREOF, this instrument is executed this 15th day of DECEMBER, 2004.

Signed, sealed and delivered
in the presence of:

Worthington Holdings Southwest, LLC, a
Florida limited liability company

John Asher
Print: JOHN ASHER

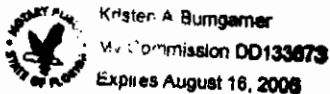
By: [Signature]
John Gnagey, Vice President

Kristen A Bungamer
Print: Kristen A. Bungamer

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15th day of December, 2004, by John Gnagey as Vice President of Worthington Holdings Southwest, LLC, a Florida limited liability company, who is personally known to me or who has produced _____ as identification.

Kristen A Bungamer
Signature of Notary Public
Kristen A. Bungamer
(Name typed, printed or stamped)
Commission No. DD133673



DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 23, TOWNSHIP 45 SOUTH RANGE 25 EAST, LEE COUNTY, FLORIDA

(TREELINE AVENUE)

(ROSS PARCEL DRAINAGE EASEMENT) (12-11-2004)

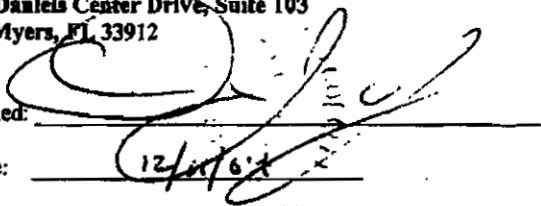
A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE N.88°10'10"E. ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, FOR 1,353.64 FEET; THENCE S.01°01'24"E. ALONG THE EAST LINE OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23, A DISTANCE 1670.44 FEET; THENCE S.88°58'38"W., A DISTANCE OF 136.21 FEET TO THE POINT OF BEGINNING; THENCE S.54°34'33"W., A DISTANCE OF 32.24 FEET; THENCE S.88°58'38"W., A DISTANCE OF 77.19 FEET; THENCE S.89°26'28"W., A DISTANCE OF 287.05 FEET; THENCE N.00°33'34"W., A DISTANCE OF 20.00 FEET; THENCE N.89°26'26"E., A DISTANCE OF 286.97 FEET; THENCE N.88°58'36"E., A DISTANCE OF 103.73 FEET; THENCE S.00°18'07"E., A DISTANCE OF 1.78 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23 BEING N.88°10'10"E.

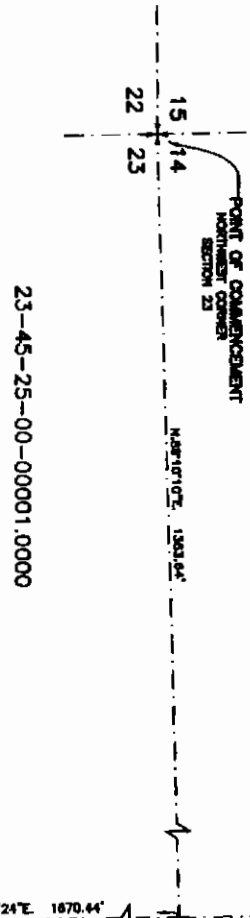
Certification for Description
Surveyor and Mapper in Responsible Charge:
Deals J. O'Connell, Jr., LS #5430
Community Engineering Services, Inc. LB #6572
8991 Daniels Center Drive, Suite 103
Fort Myers, FL 33912

Signed: 
Date: 12/14/04



SKETCH

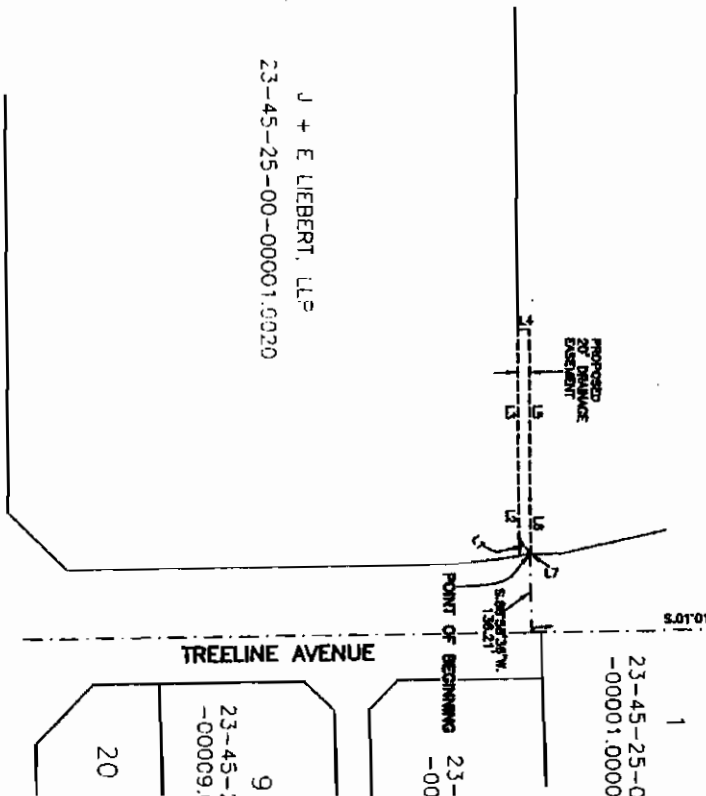
OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



LINE TABLE

Line	Bearing	Distance
1	S 84° 34' 32\"/>	
2	S 84° 34' 32\"/>	
3	S 84° 34' 32\"/>	
4	S 84° 34' 32\"/>	
5	S 84° 34' 32\"/>	
6	S 84° 34' 32\"/>	
7	S 84° 34' 32\"/>	
8	S 84° 34' 32\"/>	
9	S 84° 34' 32\"/>	
10	S 84° 34' 32\"/>	
11	S 84° 34' 32\"/>	
12	S 84° 34' 32\"/>	
13	S 84° 34' 32\"/>	
14	S 84° 34' 32\"/>	
15	S 84° 34' 32\"/>	
16	S 84° 34' 32\"/>	
17	S 84° 34' 32\"/>	
18	S 84° 34' 32\"/>	
19	S 84° 34' 32\"/>	
20	S 84° 34' 32\"/>	
21	S 84° 34' 32\"/>	
22	S 84° 34' 32\"/>	
23	S 84° 34' 32\"/>	
24	S 84° 34' 32\"/>	
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26	S 84° 34' 32\"/>	
27	S 84° 34' 32\"/>	
28	S 84° 34' 32\"/>	
29	S 84° 34' 32\"/>	
30	S 84° 34' 32\"/>	
31	S 84° 34' 32\"/>	
32	S 84° 34' 32\"/>	
33	S 84° 34' 32\"/>	
34	S 84° 34' 32\"/>	
35	S 84° 34' 32\"/>	
36	S 84° 34' 32\"/>	
37	S 84° 34' 32\"/>	
38	S 84° 34' 32\"/>	
39	S 84° 34' 32\"/>	
40	S 84° 34' 32\"/>	
41	S 84° 34' 32\"/>	
42	S 84° 34' 32\"/>	
43	S 84° 34' 32\"/>	
44	S 84° 34' 32\"/>	
45	S 84° 34' 32\"/>	
46	S 84° 34' 32\"/>	
47	S 84° 34' 32\"/>	
48	S 84° 34' 32\"/>	
49	S 84° 34' 32\"/>	
50	S 84° 34' 32\"/>	

J + E LIEBERT, LLP
23-45-25-00-00001.0020



THIS IS NOT A SURVEY
12/11/04
DATE SKETCHED
DRAINAGE EXHIBENT 12-11-2004
ROSS PARCEL
CONSULTANT ENGINEERING SERVICES, INC.
18 6072
501 Douglas Court, Daytona Beach, FL 32114
Tel: (386) 255-4777 Fax: (386) 255-4994

CONSULTANT ENGINEERING SERVICES, INC.
CONSULTANT ENGINEERING SERVICES, INC.
18 6072
501 Douglas Court, Daytona Beach, FL 32114
Tel: (386) 255-4777 Fax: (386) 255-4994

PROJECT NO.	12-11-2004	DATE	12-11-04
CLIENT	J + E LIEBERT, LLP	DRAWN BY	LS
PROJECT	DRAINAGE EXHIBENT	CHECKED BY	LS
DATE	12-11-04	SCALE	AS SHOWN

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

Blue Sheet No. 20031446

1. REQUESTED MOTION:

ACTION REQUESTED: Enter into Lease Agreement at \$1.00 per year for an EMS Station site on Treeline Avenue, approximately 1/4 mile north of Daniels Parkway.

WHY ACTION IS NECESSARY: Board must authorize and execute lease agreement.

WHAT ACTION ACCOMPLISHES: Provides opportunity for County to have an EMS Station along north Treeline Avenue for nominal consideration.

2. DEPARTMENTAL CATEGORY:

06

C6D

3. MEETING DATE:

12-16-2003

COMMISSION DISTRICT #

5

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE 125
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Independent
- C. DIVISION County Lands

BY: *KLF*
Karen L.W. Forsyth, Director

7. BACKGROUND: County Lands, in cooperation with EMS Administration, has negotiated a lease with Worthington Holdings Southwest, LLC for 1.34 acres of vacant land along north Treeline Avenue. The property will be utilized for the future construction of a much needed EMS Station.

Once Worthington has met certain conditions of the lease, the property will be conveyed in fee simple to the County for \$1.00.

Worthington is essentially gifting the property to the County, in exchange for the County not pursuing a lease with FDOT for an EMS Station at the Daniels Parkway Rest Area just east of I-75.

The subject Treeline property is better located for a future station than at the rest area.

As the consideration is \$1.00 per year, no specific project funding source is required.

Staff recommends approval of requested motion.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other Public Safety	E County Attorney	F Budget Services			G County Manager
<i>K. Forsyth</i>			<i>John J. [Signature]</i> 12/4/03	<i>John J. [Signature]</i> 12/4/03	OA <i>[Signature]</i> 12/4/03	PM <i>[Signature]</i> 12/4/03	Risk <i>[Signature]</i> 12/4/03	GC <i>[Signature]</i> 12/4/03

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: **12/4/03**
Time: **8:30 AM**
Forwarded To:
Op. Adm.
12/4/03 8PM

RECEIVED BY
COUNTY ADMIN *[Signature]*
12/4/03
1145 AM
COUNTY ADMIN
FORWARDED TO *[Signature]*
12/4/03



INST # 8144000 OR BK 04197 Pgs 0162 - 173; (12pgs) RECORDED 02/11/2004 03:25:08 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY, FLORIDA
REC. FEE \$6.50
DEPUTY CLERK V. P. Miller

LEASE AGREEMENT

THIS **LEASE AGREEMENT** ("Agreement") made, entered and effective as of the ___ day of December, 2003, by and between **WORTHINGTON HOLDINGS SOUTHWEST, LLC**, a Florida limited liability company ("Owner"), and **LEE COUNTY**, political subdivision of the State of Florida ("Tenant").

(12)

WITNESSETH:

The Owner does hereby lease and demise unto the Tenant the property described on attached Exhibit "A" (hereinafter referred to as "Leased Premises"). During the term of this Lease, Tenant will have the non-exclusive right to use the property described on attached Exhibit "B" for access until such time as Owner conveys title to this property to Lee County for road right-of-way purposes.

TO HAVE AND TO HOLD the above described Leased Premises hereby leased to the Tenant for the initial annual term beginning on December 16, 2003, the Tenant yielding and paying therefore to the Owner the following sums:

The rent shall be \$1.00 per year, payable within 30 days of the beginning of each rental period.

Upon the expiration of the initial one-year lease term, this agreement will automatically renew for successive one-year terms, subject to the original terms and conditions, unless the Tenant gives Owner notice of its intention not to renew the lease at least fourteen (14) days before the expiration date. This agreement will continue to automatically renew for successive one-year terms, subject to the aforementioned notice provision, for a total rental period of 10 years. In 2013, at the end of 10 years, Tenant will have the option to purchase fee simple title to the Leased Premises for \$1.00, or, subject to Paragraph 26 and upon the mutual agreement of Owner and Tenant, the Tenant may purchase the Leased Premises at a date prior to the end of the 10-year term of this Agreement.

IT IS UNDERSTOOD AND AGREED that the above described Leased Premises are hereby leased as aforesaid to the Tenant as mutually agreed to by the Owner and Tenant upon the following terms, covenants, agreements and conditions:

1. The Tenant promises and agrees to pay the rent during the term herein reserved at the time and in the manner heretofore provided.
2. It is acknowledged by the Owner the Tenant will be constructing a building with related structural improvements and fixtures on the Leased Premises for the purpose of operating an EMS Public Safety Facility. The facility will include both permanent and temporary improvements and fixtures necessary to operate the EMS Public Safety Facility.

3. Tenant accepts the Leased Premises, which is vacant land, in "as is" condition. Tenant promises and agrees that it will not make or suffer any unlawful or improper use of said Leased Premises or allow any use or occupancy thereof contrary to any law of the United States or any law of this State, or ordinance of Lee County or any other governmental entity, now or hereafter made, in which said Leased Premises are situated, nor will Tenant allow any use or occupancy of the Leased Premises which may be injurious to any person or persons or property or which may be liable to endanger or affect the insurance on the said Leased Premises.

4. Tenant will be responsible for obtaining all permits, licenses, development orders, zoning and other governmental approvals necessary to operate an EMS Public Safety Facility on the Leased Premises. However, when requested by Tenant, Owner will assist Tenant in obtaining any necessary zoning, building permit or necessary approvals by signing applications and appropriate authorizations.

5. Tenant agrees to keep the Leased Premises and all structures thereon in conformance with all building and zoning codes and further agrees not to make any use of the Leased Premises which would result in a notification of code violation by any federal, state or local governmental entity.

6. The Tenant may not sublease all or any part of the Leased Premises hereby leased to anyone without the prior written consent of the Owner, and Tenant shall not assign this Lease or any rights of the Tenant hereunder without the prior written consent of the Owner. Consent of Owner to any assignment or subletting will not be unreasonably withheld.

7. In the event Tenant fails to perform any nonmonetary covenant of this Lease Agreement with 30 days after written notice is given by Owner to Tenant, Tenant will be in default under this Lease Agreement, and Owner will be entitled to seek any and all remedies against Tenant as may be provided by law or equity.

8. It is agreed between the parties hereto that at the termination of this Lease, the Tenant will have the right to remove any and all fixtures and improvements from the Leased Premises that were constructed or installed by the Tenant, and may return the Leased Premises to its previously unimproved condition. Removal of such fixtures and improvements must be done in a workmanlike manner and must be completed within 60 days of the date of termination of the Lease Agreement, unless extended by mutual agreement of the Owner and Tenant.

9. In connection with any work performed on the Leased Premises by, or for the benefit of Tenant, Tenant will keep the Leased Premises free from all mechanic's liens and other encumbrances. In the event any mechanic's lien or other encumbrance should arise in connection with work performed by Tenant upon the Leased Premises, Tenant will, within 30 days after notification by Owner, provide a bond releasing the

Leased Premises from any and all mechanic's liens or other encumbrances which may have arisen as a result of Tenant's work upon the Leased Premises.

10. Tenant agrees to be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the Tenant while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time.

11. Tenant acknowledges that it will be Tenant's sole responsibility to acquire insurance coverage upon all of Tenant's personal property located upon the Leased Premises.

12. The Tenant promises and agrees that it will peacefully quit and deliver up the Leased Premises to the Owner upon the expiration or termination of this Lease, in good order and condition, as same are now in or may be put into by the parties.

13. Tenant agrees that Tenant will look solely to Owner's interest in the Leased Premises for the satisfaction of any claim, judgment or decree requiring the payment of money by Owner based upon any default by Owner hereunder, and no other property or assets of Owner, its heirs, successors or assigns, will be subject to levy, execution or other enforcement procedure for the satisfaction of any such claim, judgment, injunction or decree.

14. It is the intention of the parties hereto that the relationship between them is and will at all times during the term of this Lease be and remain that of Lessor and Lessee.

15. During the original and subsequent renewal terms of this Lease, Owner agrees to pay all annual ad valorem real property taxes due upon the Leased Premises. Additionally, in the event any special assessment, charge, impact fee or other governmental exaction shall be levied against the Leased Premises during the original or subsequent renewal terms of this Lease Agreement, Owner shall pay said assessment or impact fee. However, once Owner has obtained Governmental Approvals - as defined in Paragraph 26 - for Arborwood, Tenant agrees to pay all subsequent annual ad valorem real property taxes, and any other special assessments due upon the Leased Premises.

16. All remedies under this Lease Agreement will be cumulative, and exercise of said remedies shall be at the sole choice and discretion of Owner. The undertakings and obligations of Tenant under this Lease shall survive the expiration or earlier termination of this Lease.

17. Tenant will be responsible for all utility charges incident to the use of the Leased Premises, if any.

18. All of the provisions of this Lease will apply and be binding on the parties hereto, their respective heirs, executors, administrators, successors and assigns. The Owner must provide Tenant with written notice of any assignment of its rights or obligations under the terms of this Agreement prior to any such assignment or conveyance.

19. The term "Owner" or "Owner's" and "Tenant" or "Tenant's" will be construed in the singular or plural number accordingly as it represents one or more persons.

20. Owner covenants that, upon Tenant's payment of the rent and performing the covenants contained herein, the Tenant may peacefully and quietly have and enjoy the Leased Premises for the agreed term.

21. This Lease contains the entire and only agreement between the parties concerning the Leased Premises, and no prior oral or written statements or representations, if any, of any party hereto or any representative of a party hereto, not contained in this instrument, will have any force or effect. This Lease will not be modified in any way except by a writing executed by Owner and Tenant, and no oral agreement or representation for rental will be deemed to constitute a lease other than this agreement. This agreement will not be binding until it has been executed by Tenant and Owner. Should either party retain legal counsel to enforce any provision of this Lease agreement, the prevailing party will be entitled to recover reasonable attorneys' fees and costs.

22. It is mutually agreed by and between Owner and Tenant that the parties hereby waive trial by jury in any action, proceeding or counterclaim brought by either party against the other on any matter whatsoever arising out of or in any way connected with this Lease, the relationship of Landlord and Tenant created hereby, Tenant's use or occupancy of the Leased Premises, and/or any claim for injury or damage.

23. This Lease shall be governed and construed in accordance with Florida law. The parties expressly acknowledge that in the event any provision or any part of any provision contained within this Lease will be found to be void or unenforceable by judicial determination, the remainder of this Lease will not be affected or impaired by such finding of invalidity.

24. Any notice required under this Lease Agreement may be mailed to the following addresses by certified mail, return receipt requested:

If to Owner: Worthington Holdings Southwest, LLC
 9240 Marketplace Rd., Suite 2

Fort Myers, FL 33912
Attn: John Gnagey

with copy to: Henderson, Franklin, Starnes & Holt, P.A.
1715 Monroe St.
Fort Myers, FL 33901
Attn: Thomas H. Gunderson, Esq.

If to Tenant: Lee County - Division of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398
Attn: Karen Forsyth

with copy to: Office of the County Attorney
P.O. Box 398
Fort Myers, FL 33902-0398

Any notice mailed under the provisions of this Lease will be deemed received upon actual receipt or five (5) days after posting, whichever will shall be earlier.

25. A facsimile copy of this Lease, and any signatures hereon, will be considered for all purposes as originals.

26. The Leased Premises is within Worthington's development located in Sections 11, 12, 13, 14 and 23, Township 45 South, Range 25 East, Lee County, Florida, and commonly referred to as Arborwood. Owner is in the process of seeking the following development permits for Arborwood: Comprehensive Plan Amendment, Development of Regional Impact, Environmental Resource Permit, Water Use Permit, Army Corps of Engineers Permit, Community Development District and Treeline Avenue Extension Realignment Agreement with Lee County ("Governmental Approvals"). Once Owner has obtained the Governmental Approvals for Arborwood, or no later than ten (10) years from the date of executing this Lease Agreement, Owner will convey title to the Leased Premises to Tenant, via Special Warranty Deed, without charge for the Leased Premises. Owner will be responsible for any documentary stamp tax on the Deed, the cost to record the Deed and Title Insurance.

27. At the time of Owner's conveyance of the Leased Premises to Tenant in fee simple, Tenant agrees to accept the property subject to minor changes in the dimensions of the property due to changes in circumstances, including but not limited to subsequent modifications of the Owner's development plan, as long as the changes do not substantially adversely affect Tenant's existing or proposed development plans.

28. This Lease Agreement is contingent upon Tenant notifying the Florida Department of Transportation of its intent to enter into this agreement and operate an EMS Public Safety Facility on the Leased Premises, and not on Florida Department of

Transportation ("FDOT") lands located east of Interstate 75, adjacent to Owner's property.

29. Tenant will be responsible for obtaining the necessary permitting from the appropriate governmental authorities for the construction and operation of an EMS Public Safety Facility. Tenant will apply for the above referenced permits within one year after Owner has obtained the Governmental Approvals for Arborwood.

30. In the event that, despite Tenant's best efforts and reasonable diligence, Tenant is unable to obtain the necessary permitting for the aforementioned use of the Leased Premises, and is precluded from using the FDOT lands adjacent to Owner's property due to Owner's acquisition of a permit to share access through the FDOT lands, Owner agrees to provide to Tenant a suitable alternate site to be agreed upon by both parties.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first written above.

Signed, sealed and delivered in the presence of

Owner
Worthington Holdings
Southwest, LLC,
A Florida Limited Liability Company

John Asher
[1st Witness' Signature]
JOHN ASHER
[Type or Print Name]

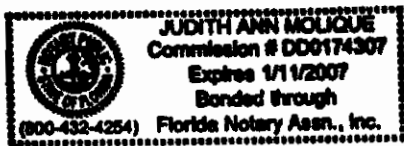
BY: [Signature]
JOHN GNAGEY
[Type or Print Name]
Vice President
[Corporate Office or Title]

Judy Moliqve
[2nd Witness' Signature]
JUDY MOLIQUE
[Type or Print Name]

COUNTY OF LEE :
STATE OF FLORIDA :

The foregoing instrument was acknowledged before me this 18 day of December, 2003, by JOHN GNAGEY, the VICE PRESIDENT of [Name] [Corporate Office or Title] of Worthington Holdings Southwest, LLC, a Florida Limited Liability Company, on behalf of the company. He/she is personally known to me, or has produced _____ as identification

[stamp or seal]



Judith Ann Moliqve
[Signature of Notary]
JUDITH ANN MOLIQUE
[Typed or printed name]

[Title]

[Serial number, if any]

Approved and accepted for and on behalf of Lee County, Florida, this 16th day of December, 2033.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: Michele G. Cooper
Deputy Clerk
Michele G. Cooper
[Type or Print Name]

BY: [Signature]
Chairman
Date: 12-16-03



Approved as to form by:

[Signature]
County Attorney's Office

EXHIBIT "A"

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH RANGE 25 EAST,
LEE COUNTY, FLORIDA
(ARBORWOOD EMS 08-14-2003)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23,
TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE N.88°10'10"E.,
ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23 FOR A
DISTANCE OF 1,293.64 FEET; THENCE S.01°01'24"E., A DISTANCE OF 1379.67 FEET; THENCE
S.77°04'53"W., A DISTANCE OF 152.24 FEET TO THE **POINT OF BEGINNING**; THENCE
S.77°04'53"W., A DISTANCE OF 42.87 FEET TO A POINT OF CURVE TO THE LEFT HAVING A
RADIUS OF 180.00 FEET AND A CENTRAL ANGLE OF 78°06'17"; THENCE SOUTHWESTERLY
ALONG THE ARC A DISTANCE OF 245.37 FEET; THENCE S.01°01'24"E., A DISTANCE OF 31.61
FEET TO A POINT OF CURVE TO THE LEFT HAVING A RADIUS OF 180.00 FEET AND A CENTRAL
ANGLE OF 18°44'20"; THENCE SOUTHERLY ALONG THE ARC A DISTANCE OF 58.87 FEET;
THENCE N.89°26'26"E., A DISTANCE OF 144.28 FEET; THENCE N.88°58'36"E., A DISTANCE OF
77.19 FEET; THENCE N.54°34'33"E., A DISTANCE OF 33.46 FEET; THENCE N.00°18'07"W., A
DISTANCE OF 49.10 FEET; THENCE N.12°55'07"W., A DISTANCE OF 188.45 FEET TO A POINT OF
CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90°00'00";
THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 47.12 FEET TO THE **POINT OF
BEGINNING**.

CONTAINING 1.34 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED
AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 45 SOUTH, RANGE 25 EAST, AS BEARING N.88°10'10"E.

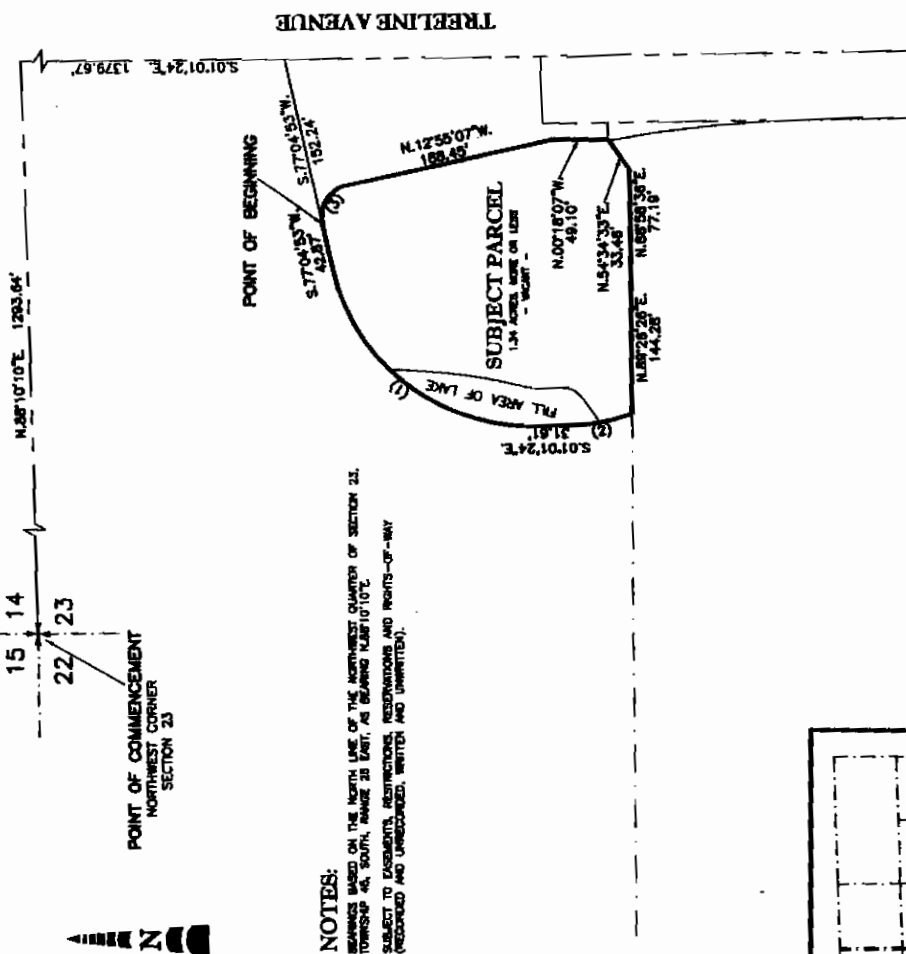
Certification for Description
Surveyor and Mapper in Responsible Charge:
Denis J. O'Connell, Jr., LS #3436
Community Engineering Services, Inc. LB #6572
8991 Daniels Center Drive, Suite 403
Fort Myers, FL 33912

Signed: _____

Date: _____

SKETCH

OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



NOTES:
BEARINGS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 45, SOUTH, RANGE 25 EAST, AS BEARING N.88°10'10\"/>

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	150.00'	18°24'37\"/>			

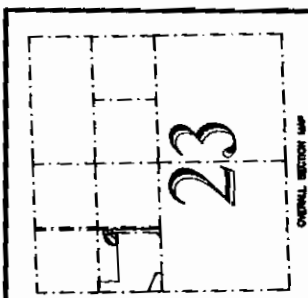


ARBORWOOD EMS & ASSOCIATES, INC.
CIVIL ENGINEERING SURVEYING PROJECT MANAGEMENT

SKETCH OF DESCRIPTION

COMMUNITY ENGINEERING SERVICES, INC.
5991 Dandridge Center Drive, Suite 303
Fort Myers, Florida 33923
Telephone (239) 938-9777 Fax (239) 938-9264

FILE NAME: ARBORWOOD EMS 08-14-03.DWG
DATE PLOTTED: 08-14-2003
PLOTTER: DAW
SCALE: NOT TO SCALE
TLM/SMS: 23-45-23



LEGEND:
C.A.S. = CIVIL RECORD BOOK
(P) = PERM

EXHIBIT "B"

DESCRIPTION OF A PARCEL OF LAND LYING IN
SECTION 23, TOWNSHIP 45 SOUTH RANGE 25 EAST,
LEE COUNTY, FLORIDA
(ARBORWOOD EMS EASE 08-14-2003)
(TEMPORARY ACCESS AND USE EASEMENT)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 23,
TOWNSHIP 45 SOUTH, RANGE 25 EAST, BEING MORE PARTICULARLY DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 23; THENCE N.88°10'10"E.,
ALONG THE NORTH LINE OF THE NORTHWEST QUARTER (NW 1/4) OF SAID SECTION 23 FOR A
DISTANCE OF 1,293.64 FEET; THENCE S.01°01'24"E., A DISTANCE OF 1379.67 FEET TO THE
POINT OF BEGINNING; THENCE S.01°01'24"E., A DISTANCE OF 229.04 FEET; THENCE
S.88°14'08"W., A DISTANCE OF 60.01 FEET; THENCE S.01°01'24"E., A DISTANCE OF 58.23 FEET;
THENCE S.88°58'36"W., A DISTANCE OF 15.20 FEET; THENCE N.00°18'07"W., A DISTANCE OF
49.10 FEET; THENCE N.12°55'07"W., A DISTANCE OF 188.45 FEET TO A POINT OF CURVE TO THE
LEFT HAVING A RADIUS OF 30.00 FEET AND A CENTRAL ANGLE OF 90°00'00"; THENCE
NORTHWESTERLY ALONG THE ARC A DISTANCE OF 47.12 FEET; THENCE N.77°04'53"E., A
DISTANCE OF 152.24 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 0.52 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY (RECORDED
AND UNRECORDED, WRITTEN AND UNWRITTEN)

BEARINGS ARE BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 45 SOUTH, RANGE 25 EAST, AS BEARING N.88°10'10"E.

Certification for Description

Surveyor and Mapper in Responsible Charge:

Denis J. O'Connell, Jr., LS #5430

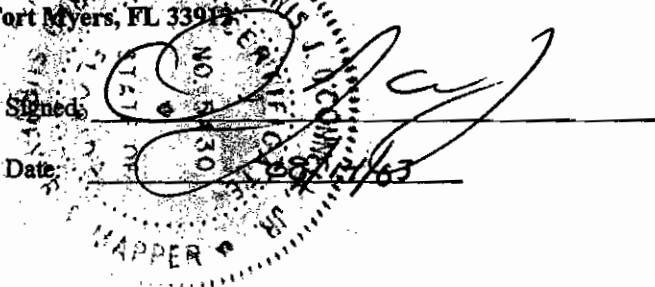
Community Engineering Services, Inc. LB #6572

8991 Daniels Center Drive, Suite 103

Fort Myers, FL 33912

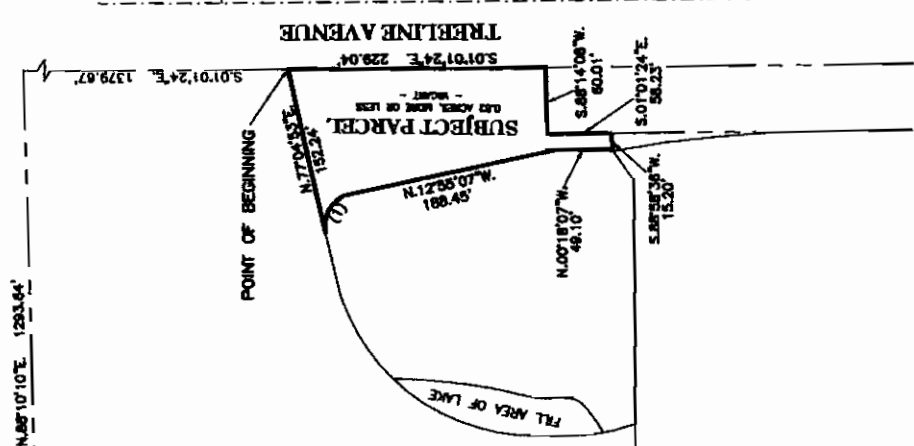
Signed: _____

Date: _____



SKETCH

OF A PARCEL LYING IN
SECTION 23, TOWNSHIP 45 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA



NOTES:
BEARINGS BASED ON THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 23,
TOWNSHIP 45, SOUTH, RANGE 25 EAST, AS BEARING N.87°10'10\"/>

POINT OF COMMENCEMENT
NORTHWEST CORNER
SECTION 23

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
1	30.00'	90°00'00"	47.12'	42.43'	N.37°50'07\"/>



THIS IS NOT A SURVEY
ARBORWOOD EASE 08-14-03
(TEMPORARY ACCESS AND USE EASEMENT)

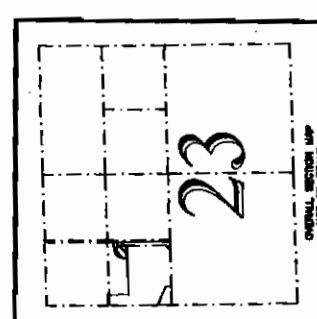
TITLE: SKETCH OF DESCRIPTION



COMMUNITY ENGINEERING SERVICES, INC.
CIVIL ENGINEERING SURVEYING PROJECT MANAGEMENT
12400 N.W. 11th Street, Suite 105
Fort Myers, Florida 33903
Telephone: (239) 938-7777 Fax: (239) 938-0064

FILE NO.	ARBORWOOD EASE 08-14-03/DWG	PROJECT NO.	3737	SHEET	1 OF 1
DRAWN BY	DAG	CHECKED BY	JLM/SMS	DATE	08-14-03
SCALE	NOT TO SCALE	PROJECT			

LEGEND:
O.A.S. - OFFICIAL RECORD BOOK
(S) - SURVEY



OVERALL SECTION MAP
NOT TO SCALE