

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

Blue Sheet No. 20070077

1. ACTION REQUESTED/PURPOSE:

Approve the purchase of Parcel 120, consisting of 436 square feet (± .01 acre) of vacant land located along Church Road, in Hendry County, for the Church Road Extension Project No. 0919, in the amount of \$1,000; authorize payment of necessary fees to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete the transaction. *FUND - SOLID WASTE MANAGEMENT FUND; PROGRAM - CAPITAL PROJECTS; PROJECT - CHURCH ROAD EXTENSION eku*

2. WHAT ACTION ACCOMPLISHES: The Board must accept all real estate conveyances to Lee County.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6

C6E

5. Meeting Date:

FEB 06 2007

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute FS. 125
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Independent
 Division County Lands TLM 1/17/07
 By: Karen L.W. Forsyth, Director *KP*

9. Background:

Negotiated for: Solid Waste

Interest to Acquire: Fee simple interest in a strip of land.

Property Details:

Owner: Rosbough Enterprises, Ltd., a Florida limited partnership
 Location: Church Road, Felda, Hendry County, Florida
 Part of Real Estate Tax Account No.: 1204529-A0000250000

Purchase Details:

Purchase Price: \$1,000
Costs to Close: Estimated to be \$400

Appraisal Information:

The property owner has agreed to accept \$1,000 prior to obtaining an appraisal. The fee interest has not been appraised.

Staff Justification: Eliminates the cost of obtaining an appraisal which is estimated to be \$1,500-\$2,000, excluding the land value, and potential condemnation expenses.

Account: 20091940102.506110; 20--CIP Project, 0919--Church Road Extension, 40102--Solid Waste Management Fund, 506110--Purchase of Land

Attachments: Purchase Agreement; Title Data; Affidavit of Interest in Real Property; 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>KP</i>			<i>SAD 119</i>	<i>Robert Spudis</i>	Analyst	Risk	Grants	Mgr.	<i>Jaundee</i>
				<i>1-22-07</i>	<i>1/23/07</i>	<i>1-23-07</i>	<i>1/23/07</i>	<i>1/23/07</i>	<i>1-19-07</i>

11. Commission Action:

- Approved
- Other
- Deferred
- Denied

RECEIVED BY COUNTY ADMIN:
 1/23 8:00 AM
 1/23 to EW
 COUNTY ADMIN FORWARDED TO:
 1/23 4:30
 1/23 to PR

Rec. by CoAtty
 Date: 1/22/07
 Time: 10:20 AM
 Forwarded To: Admin

1/22/07 4:36 PM

This document prepared by:

Lee County

Division of County Lands

Project: Church Road Extension, Project No. 0919

Parcel: 120

Account No. 1204529-A0000250000

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this _____ day of _____, 200____, by and between **Rosbough Enterprises, Ltd., a Florida limited partnership**, hereinafter referred to as SELLER, whose address is PO Box 3206, Immokalee, FL 34143-3206, 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 436 square feet (.01 acre), more or less, and located at Church Road, Felda, Hendry County, Florida, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property". This property will be acquired for the Church Road Extension Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Thousand Dollars and no/100 (\$1,000.00), payable at closing by County Warrant.

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 an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing, if closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

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

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

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector. If closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year without proration.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects

and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER'S expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER'S expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents 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 60 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.

SELLER:

Rosbough Enterprises, Ltd.,
a Florida Limited Partnership

By: Rosbough Family Enterprises, LLC,
A Florida Limited Liability Company, As
General Partner

WITNESSES:

Louisa R. Vera

By: Daniel G. Rosbough 12/14/2006
Daniel G. Rosbough, Managing Member (DATE)

By: Carole Rosbough
Carole Rosbough, Managing Member (DATE)

CHARLIE GREEN, CLERK

BUYER:

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)

SPECIAL CONDITIONS

BUYER: Lee County

SELLER: Rosbough Enterprises, Ltd., a Florida Limited Partnership

PARCEL NO. 120

- 1) BUYER, at its expense, will replace any portion of the existing fence lying within the proposed Church Road right-of-way.
- 2) The fence will be replaced with like kind materials and relocated to an area on the remainder property that is acceptable to BUYER and SELLER.
- 3) The Special Conditions will survive the closing of this transaction.

SELLER:

Rosbough Enterprises, Ltd.,
a Florida Limited Partnership

By: Rosbough Family Enterprises, LLC,
A Florida Limited Liability Company, as
General Partner

WITNESSES:

Lucia Vera

By: Daniel G. Rosbough 12/14/2006
Daniel G. Rosbough, (DATE)
Managing Member

By: Carole Rosbough (DATE)
~~Carole Rosbough,~~
~~Managing Member~~

CHARLIE GREEN, CLERK

BUYER:

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)

SECTION 20, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

Exhibit "A"

Page 1 of 2



(NOT TO SCALE)

SECTION 18

SECTION 17

25' R/W
ORB-159, PG. 473

ORB 477,
PG.1354

K.T. JOHN
ORB 507, PG. 324
PARCEL 120
SEE DETAIL
TAKE ACREAGE = 0.01 ACRES±

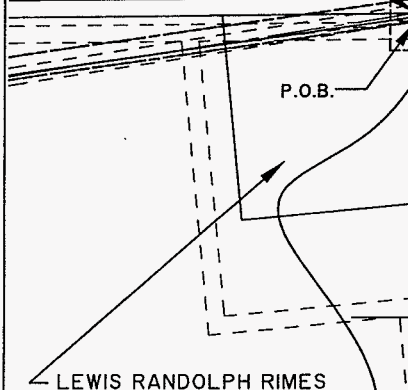
120

ORB-160, PG. 347
LEE CO. CO-OPERATIVE
ELECTRICAL EASEMENT

ORB-250, PG. 436
GUY AND ANCHOR
EASEMENT

P.O.C.

R/W TAKE
PARCEL 120



ORB-507, PG. 324
25' R/W
ORB-507
PG-324

WEST LINE
SECTION 20

ORB-172, PG. 312
DRAINAGE ESMT.
E. 15 FEET

ORB-182, PG. 244
ELECT.-CO-OP. ESMT.
W. 12 FEET

SECTION 20

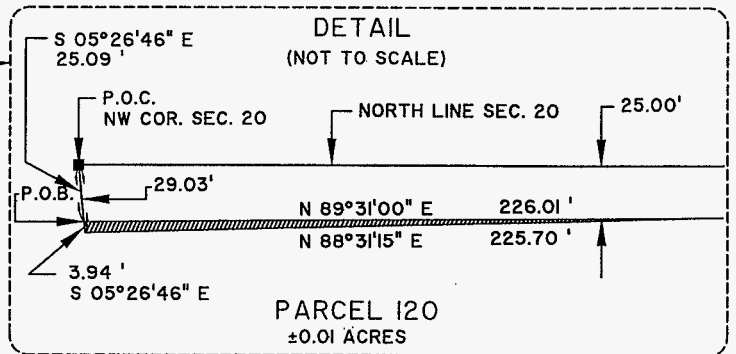
LEWIS RANDOLPH RIMES
AND EARLEEN RIMES
HUSBAND AND WIFE
ORB 480-PG 185I

TOWNSEND CANAL EASEMENT
ORB 558, PG.1120; COW SLOUGH INC.
SECTION 19

SECTION 19

LEGEND:

- R/W = RIGHT OF WAY
- ORB = OFFICIAL RECORD BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- (O/A) = OVERALL DISTANCE
- SEC. = SECTION
- ESMT. = EASEMENT



PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

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

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
941/332-4569
FX:941/332-8734



J.R. Brandenburg
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 120 RIGHT OF WAY TAKE- CHURCH ROAD	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE	COUNTY: HENDRY
DRAWN BY: JDY	DATE: 11/2/98	SEC-TWP-RGE SEC-20-T45S-R29E	

SECTION 20, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

PARCEL 120

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 507,
PAGE 324, HENDRY COUNTY, FLORIDA; COMMENCE AT THE NORTHWEST
CORNER OF SECTION 20; THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID
SECTION 20, A DISTANCE OF 25.09 FEET TO A POINT LYING 25 FEET SOUTH OF,
AS MEASURED PERPENDICULAR, TO THE NORTH LINE OF SAID SECTION 20, SAID
POINT BEING THE POINT OF BEGINNING; THENCE RUN EASTERLY AND PARALLEL
WITH SAID NORTH LINE OF SECTION 20, A DISTANCE OF 226.01 FEET; THENCE
RUN SOUTHWESTERLY TO A POINT LYING ON THE WEST LINE OF SAID SECTION 20,
SAID POINT LYING 29.03 FEET SOUTH OF SAID NORTHWEST CORNER OF SECTION 20;
THENCE RUN NORTHERLY ALONG SAID WEST LINE OF SECTION 20, A DISTANCE OF
3.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.01 ACRES, MORE OR LESS.

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J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 120 RIGHT OF WAY TAKE-- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 11/02/98	SEC-TWP-RGE SEC-20-T45S-R29E
	COUNTY: HENDRY

Exhibit "A"

Page 2 of 2

Division of County Lands

Ownership and Easement Search

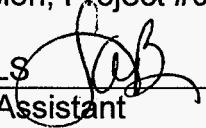
Search No. 1-20-45-29-A00-0025.000.0

Date: September 27, 2006

Parcel: 120

Project: Church Road Extension, Project #0919

To: Robert G. Clemens, SRWA
Acquisition Program Manager

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant 

STRAP: 1-20-45-29-A00-0025-000.0

Effective Date: September 25, 2006, at 5:00 p.m.

Subject Property: See attached Schedule X.

Title to the subject property is vested in the following:

Rosbough Enterprises, Ltd., a Florida limited partnership

By that certain instrument dated February 20, 2004, recorded May 14, 2004, in Official Record Book 673, Page 1045, Public Records of Hendry County, Florida.

Easements:

1. Right of Way Easement to Lee County Electric Cooperative, Inc., recorded in Official Record Book 182, Page 244, Public Records of Hendry County, Florida.

Tax Status: 2005 taxes paid December 2, 2005 in the amount of \$154.03.
(The end user of this report is responsible for verifying tax and/or assessment information.)

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

SECTION 20, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

PARCEL 120

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 507,
PAGE 324, HENDRY COUNTY, FLORIDA; COMMENCE AT THE NORTHWEST
CORNER OF SECTION 20; THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID
SECTION 20, A DISTANCE OF 25.09 FEET TO A POINT LYING 25 FEET SOUTH OF,
AS MEASURED PERPENDICULAR, TO THE NORTH LINE OF SAID SECTION 20, SAID
POINT BEING THE POINT OF BEGINNING; THENCE RUN EASTERLY AND PARALLEL
WITH SAID NORTH LINE OF SECTION 20, A DISTANCE OF 226.01 FEET; THENCE
RUN SOUTHWESTERLY TO A POINT LYING ON THE WEST LINE OF SAID SECTION 20,
SAID POINT LYING 29.03 FEET SOUTH OF SAID NORTHWEST CORNER OF SECTION 20;
THENCE RUN NORTHERLY ALONG SAID WEST LINE OF SECTION 20, A DISTANCE OF
3.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.01 ACRES, MORE OR LESS.

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

NOT VALID WITHOUT THE SIGNATURE AND
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DATE: 11/02/98	SEC-TWP-RGE SEC-20-T45S-R29E
	COUNTY: HENDRY

SECTION 20, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA



(NOT TO SCALE)

SECTION 18

120

SECTION 17

ORB 477,
PG.1354

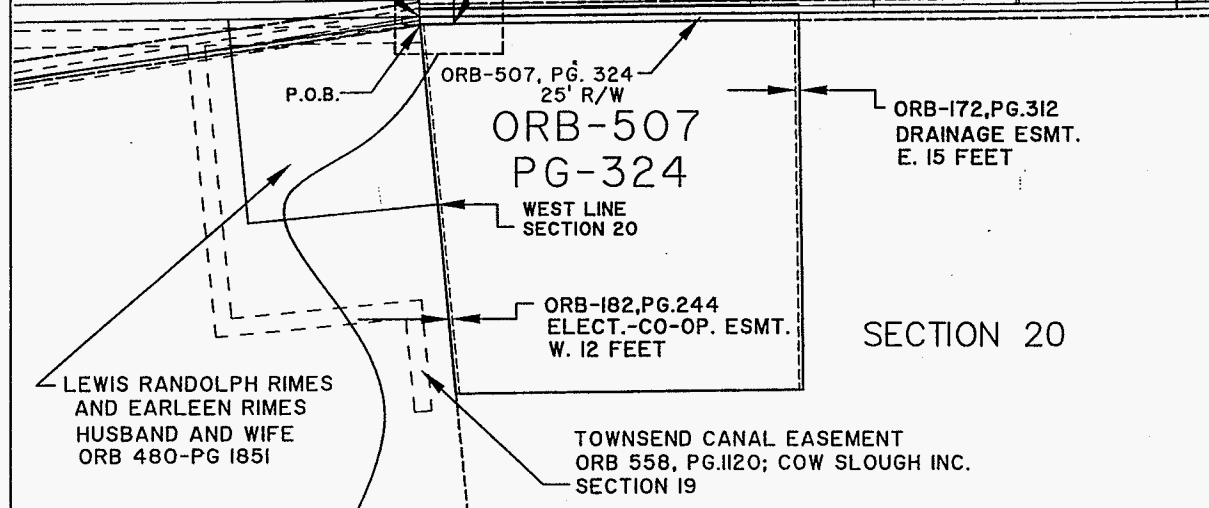
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ORB-159, PG. 473

ORB-250, PG. 486
GUY AND ANCHOR
EASEMENT

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LEE CO. CO-OPERATIVE
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P.O.B.

ORB-507, PG. 324
25' R/W

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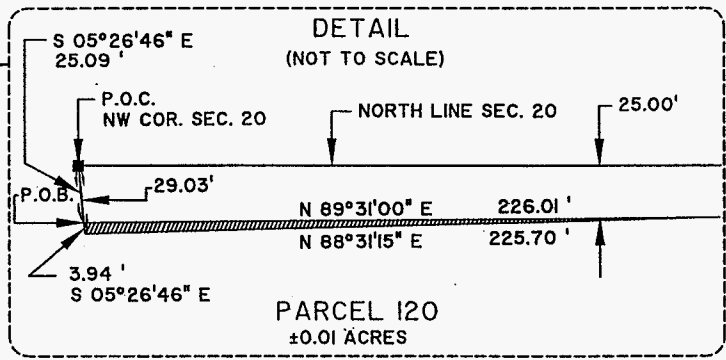
LEWIS RANDOLPH RIMES
AND EARLEEN RIMES
HUSBAND AND WIFE
ORB 480-PG 1851

TOWNSEND CANAL EASEMENT
ORB 558, PG. 1120; COW SLOUGH INC.
SECTION 19

SECTION 19

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DATE: 11/2/98	SEC-TWP-RGE SEC-20-T45S-R29E
	COUNTY: HENDRY

Project: Church Road Extension #0919
Parcel 120

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 14th day of December, 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:

Rosbough Enterprises, Ltd., a Florida Limited Partnership
Post Office Box 3206, Immokalee, FL 34143-3206

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

1. Laura Futch
2. Jennifer Saldivar
3. Roger Rosbough Guy Rosbough
4. Harry Rosbough

The real property to be conveyed to Lee County is known as: See attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Rosbough Enterprises, Ltd.,
a Florida Limited Partnership

By: Rosbough Family Enterprises, LLC,
A Florida Limited Liability Company, as
General Partner

WITNESSES:

Lorna Vera
Witness Signature

BY: Daniel G. Rosbough
Daniel G. Rosbough, Managing Member

Lorna L. Vera
Printed Name

By: [Signature]
Carole Rosbough, Managing Member

Witness Signature

Date: 12/14/2006

Printed Name

Affidavit of Interest in Real Property

Project: Church Road Extension #0919
Parcel 120

STATE OF FLORIDA

COUNTY OF COLLIER

SWORN TO AND SUBSCRIBED before me this 14 day of Dec., 2006,
by Daniel G. Rosbough and ~~Carole Rosbough~~, Managing Members, of Rosbough Family
Enterprises, LLC, a Florida Limited Liability Company, as General Partner of Rosbough
Enterprises, Ltd., A Florida Limited Partnership, on behalf of the partnership. They are
personally known to me or who has produced _____
_____ as identification.

(SEAL)



Harriett Whitfield
(Notary Signature)

HARRIETT WHITFIELD
(Print, type or stamp name of Notary)

Personally known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT "A"

=== COVER PAGE ===

TO: Tom

FROM: Laura Futch

FAX:

TEL:

PAGE[S] TO FOLLOW

COMMENT:

Laura Futch
PO Box 5078
Imm FL 34143

Jennifer Saldivar
P.O. Box 5190
Imm FL 34143

Roger Rostough
P.O. Box 5071
Imm FL 34143

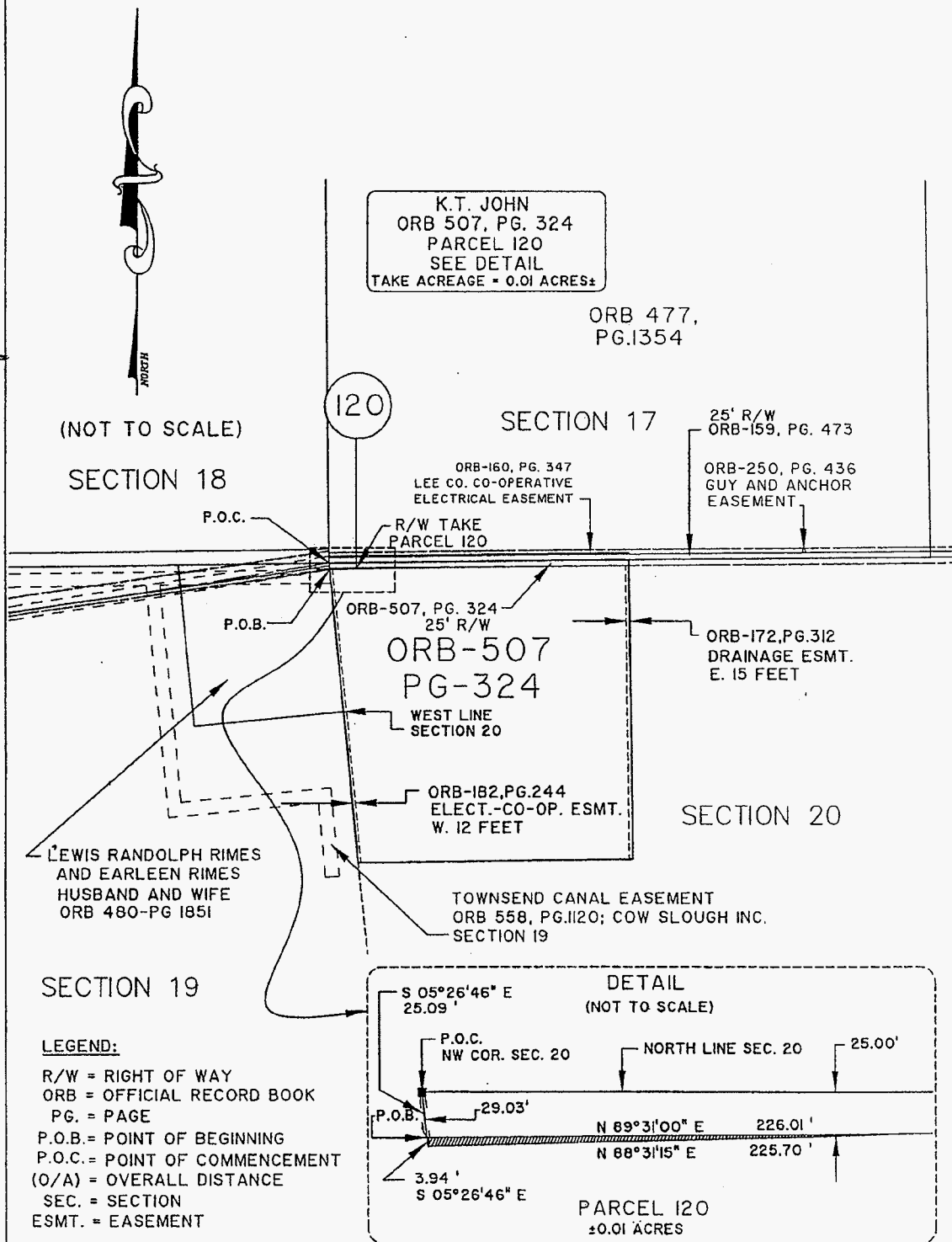
Guy Rostough
7064 Star Dune Ave.
29 Palms, CA 92277

Larry Rostough
P.O. Box 5078
Immokalee FL 34143

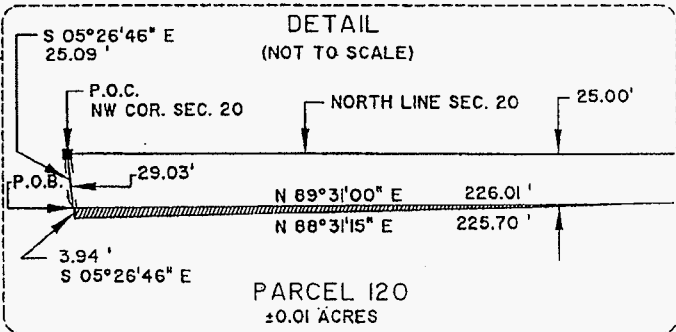
SECTION 20, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

Exhibit "A"

Page 1 of 2



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



5300 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 941/332-4569
 FX:941/332-8734



J.R. Brandenburg
 J.R. BRANDENBURG
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NO. 2995

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 120 RIGHT OF WAY TAKE- CHURCH ROAD	DATE: 11/2/98	SEC-TWP-RGE: SEC-20-T45S-R29E	COUNTY: HENDRY
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE			

SECTION 20, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

PARCEL 120

A PARCEL OF LAND LYING IN SECTION 20, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 507,
PAGE 324, HENDRY COUNTY, FLORIDA; COMMENCE AT THE NORTHWEST
CORNER OF SECTION 20; THENCE RUN SOUTHERLY ALONG THE WEST LINE OF SAID
SECTION 20, A DISTANCE OF 25.09 FEET TO A POINT LYING 25 FEET SOUTH OF,
AS MEASURED PERPENDICULAR, TO THE NORTH LINE OF SAID SECTION 20, SAID
POINT BEING THE POINT OF BEGINNING; THENCE RUN EASTERLY AND PARALLEL
WITH SAID NORTH LINE OF SECTION 20, A DISTANCE OF 226.01 FEET; THENCE
RUN SOUTHWESTERLY TO A POINT LYING ON THE WEST LINE OF SAID SECTION 20,
SAID POINT LYING 29.03 FEET SOUTH OF SAID NORTHWEST CORNER OF SECTION 20;
THENCE RUN NORTHERLY ALONG SAID WEST LINE OF SECTION 20, A DISTANCE OF
3.94 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.01 ACRES, MORE OR LESS.

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

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LEGAL DESCRIPTION AND SKETCH SHEET 1 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 120 RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 11/02/98	SEC-TWP-RGE SEC-20-T45S-R29E
	COUNTY: HENDRY

Exhibit "A"

Page 2 of 2

5-Year Sales History

Parcel No. 120

Church Road Extension Project No. 0919

<u>Grantor</u>	<u>Grantee</u>	<u>Sale Date</u>	<u>Purchase Price</u>	<u>Arms Length</u> <u>Y/N</u>
Elizabeth A. John, Mary C. John, Thomas A. John, and Robert A. John	Rosbough Enterprises, Ltd.	Feb. 20, 2004	\$242,200	Y

NOTE: Sale(s) relate to "parent tract" of the subject parcel.