

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

Blue Sheet No. 20020317*

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Real Estate Sales Agreement for surplus County-owned property located at the southeast intersection of Del Prado and Veterans Parkway (behind former Eckerd's building) in Cape Coral, identified as Strap Number 32-44-24-C1-01247.0000; authorize Chairman to execute County Deed and Parking Lot Easement on behalf of the Board of County Commissioners; authorize County Lands Division to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: The Board declared the subject property as surplus, and directed staff to effect a sale pursuant to FS 125.35 (2), and subsequently return to the Board for acceptance of any bids.

WHAT ACTION ACCOMPLISHES: Disposes of County-owned surplus property and places it back on the tax roll to generate revenue.

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 1 & 4 *C6D*

4-16-02

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 125.35
 - ORDINANCE
 - ADMIN.
 - OTHER Resolution No. 02-03-11

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER _____
- B. DEPARTMENT Independent
- C. DIVISION County Lands *60-102000*
- BY: Karen L. W. Forsyth, Director

7. BACKGROUND:

The Board declared the subject property as surplus and authorized staff to effect a sale pursuant to FS 125.35. All adjacent land owners were advised of the County's intention to dispose of said property. There are three adjacent owners to the parcel; the Buyer, City of Cape Coral and Lee County. The City of Cape Coral has stated that they do not want to purchase the parcel.

Staff received a response from an adjacent owner, Mid Point Plaza, L.L.C., indicating an interest in purchasing the property for \$50,000.00, plus all closing costs and the conveyance of a right of way drainage easement. The County will sell the parcel in two parts; a fee simple interest totaling +/- 12,535 sq. ft. and a parking lot easement totaling +/- 5,465 sq. ft. The current assessed value of the property is \$40,500.00.

Disposition of this parcel will place it back on the tax rolls, as well as eliminate any further County liability (maintenance costs, insurance, etc.).

Staff recommends the Board approve the Requested Motion.

- Funds will be deposited into Account 20589630700.509018
- 20 - Capital Improvement Project
 - 5896 - Mid-Point Bridge
 - 30700 - Transportation Capital Improvement
 - 9018 - Sale of Surplus

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>			<i>3/31/02 KLB</i>		OA	OM	RISK	GC	
					<i>4/3</i>	<i>20</i>	<i>5/14</i>	<i>18 4/3/02</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN.
4/3 20
10 4/4

4/3/02 1:30

This document prepared by
Post Office Box 398
Fort Myers, Florida 33902-0398

Project: **Del Prado/Veterans Parkway Interchange, No. 6650**
STRAP No: **Part of 32-44-24-C1-01247.0000**

REAL ESTATE SALES AGREEMENT

THIS AGREEMENT for real estate purchase and sale is made this _____ day of _____, 20____, between LEE COUNTY, a political subdivision of the State of Florida (Seller), and Mid Point Plaza, L.L.C., a Florida corporation (Buyer) whose address is c/o David W. Gomer, 4405 SW 26th Court, Cape Coral, FL 33911 as follows:

1. **AGREEMENT TO SELL AND PURCHASE:** Seller agrees to sell and Buyer agrees to purchase all right, title and interest in that certain parcel of land located in Lee County, Florida, and legally described in "Exhibit A" attached to this agreement, and Seller agrees to convey a Parking Lot Easement as described in "Exhibit B" attached hereto.

2. **PURCHASE PRICE:** The purchase price for the property is \$50,000.00, payable by certified funds at closing. Buyer agrees to convey a right of way easement, legally described in Exhibit "C" attached hereto, as part of the purchase. Buyer further agrees to deliver to Seller subordinations of any outstanding interests of the easement area.

3. **DEPOSIT:** Seller acknowledges receipt of \$5,000.00 from Buyer as a deposit that will be credited against the purchase price at closing.

4. **TITLE:** At closing, Seller will convey to Buyer title to the property by Statutory Deed. The parties understand and agree that Buyer is purchasing the property in an "as is" condition and no express or implied warranties or guarantees exist with respect to marketable title, the condition of structures on the property, or the ability of Buyer to obtain title insurance on the property. Buyer acknowledges responsibility for any inquiries or investigations regarding property title or the condition of structures on the property. The parties also agree that Seller has no obligation or liability for the cost to correct any deficiencies discovered by Buyer through investigation or inquiry.

5. **DOCUMENTS AND EXPENSES:** Seller will prepare and execute the Statutory Deed. Buyer is responsible for all other costs resulting under this agreement including but not limited to documentary stamps on deeds, survey or audit costs, special assessment costs that become payable after closing, broker's fees, and other types of closing costs.

6. **TIME AND BINDING AGREEMENT:**

- a. Time is of the essence for closing this transaction.
- b. Buyer's written acceptance of this offer constitutes a binding agreement between the parties, their successors and assigns for the purchase and sale of the property.

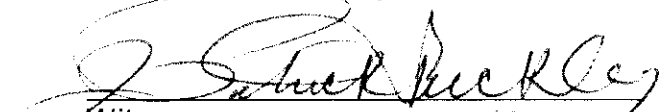
7. FAILURE OF PERFORMANCE; ATTORNEY'S FEES:

- a. If the Buyer alone defaults or otherwise fails to perform under this agreement, the parties agree Seller may, after providing written notice to Buyer as to default, retain all deposits paid by Buyer as the agreed upon liquidated damages, consideration for this agreement and as full settlement of any claims. Thereafter, both parties are relieved of any further obligation under this agreement.
- b. If Seller alone defaults or otherwise fails to perform under this agreement, after 30 days written notice from the Buyer to Seller concerning the default, the parties agree Buyer may terminate this agreement and receive a refund of any deposits paid to Seller as agreed upon damages and full settlement of any claims. Thereafter, both parties are relieved of any further obligations under this agreement.
- c. The prevailing party in any litigation arising out of this agreement is entitled to receive reasonable attorney's fees.

8. **CLOSING:** Closing shall take place during normal business hours at such location as Seller may select, within 30 days after execution of the Sales Agreement between Buyer and Seller.

9. **ASSIGNMENT:** The Buyer may not transfer or assign this real estate contract absent express written approval by Lee County acting through its Board of County Commissioners.

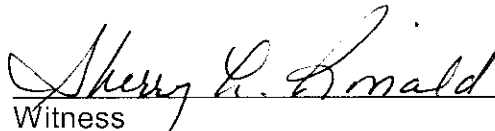
10. **AMENDMENT, OTHER AGREEMENTS:** Any amendments to the provisions of this agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This agreement represents the entire agreement between the parties.


 Witness
 J. Patrick Buckley


Printed Name of Witness

 3.13.02
 Buyer (Date)

DAVID W. GOMER
 Printed Name of Buyer


 Witness

Sherry L. Donald
 Printed Name of Witness

 3.13.02
 Buyer (Date)

Philip G. Deems
 Printed Name of Buyer

ATTEST:
CHARLIE GREEN, CLERK

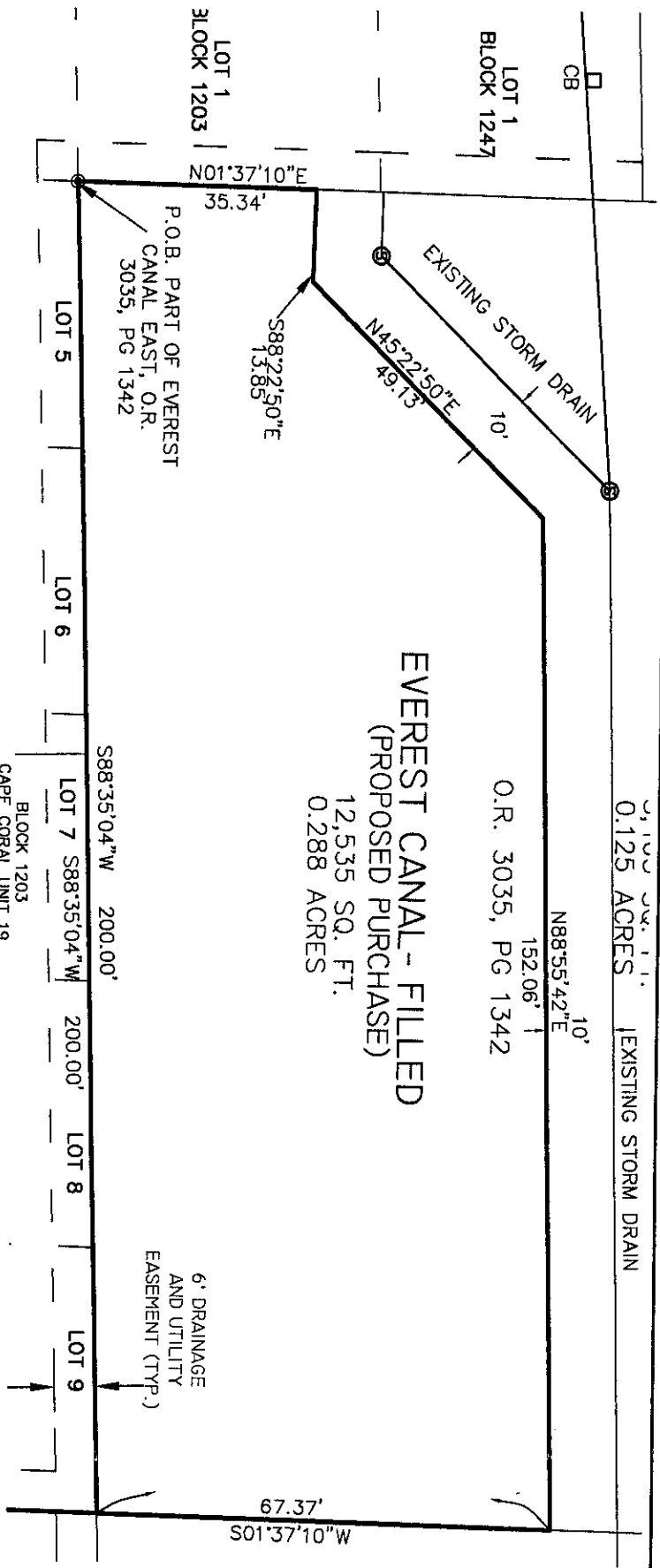
By: _____
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chairman

APPROVED AS TO FORM

Office of County Attorney



DESCRIPTION OF A PARCEL LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 24 EAST, CITY OF CAPE CORAL, LEE COUNTY FLORIDA.

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING A PART OF EVEREST CANAL, CAPE CORAL UNIT 19 ACCORDING TO PLAT BOOK 13, PAGES 121 THROUGH 135 OF THE PUBLIC RECORDS OF LEE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1203 OF SAID CAPE CORAL UNIT 19; THENCE RUN $N01^{\circ}37'10''E$ ALONG THE EAST LINE OF SAID LOT 1 FOR 35.34 FEET; THENCE RUN $S88^{\circ}22'50''E$, LEAVING SAID EAST LINE FOR 13.85 FEET; THENCE RUN $N45^{\circ}22'50''E$ FOR 49.13 FEET; THENCE RUN $N88^{\circ}55'42''E$ FOR 152.06 FEET; THENCE RUN $S01^{\circ}37'10''W$ FOR 67.37 FEET TO THE NORTHEAST CORNER OF LOT 9, BLOCK 1203 OF SAID CAPE CORAL UNIT 19; THENCE RUN $S88^{\circ}35'04''W$ ALONG THE NORTH LINE OF LOTS 5, 6, 7, 8 AND 9 OF SAID BLOCK 1203 FOR 200.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12,535 SQUARE FEET (0.288 ACRES), MORE OR LESS.

EVEREST CANAL - FILLED
(PROPOSED PURCHASE)

12,535 SQ. FT.
0.288 ACRES

O.R. 3035, PG 1342

BLOCK 1203
CAPE CORAL UNIT 19
PB 13, PG. 121-135

6' DRAINAGE
AND UTILITY
EASEMENT (TYP.)

1"=20'

DATE 11-15-01

SKETCH OF A PORTION OF EVEREST CANAL, CAPE CORAL UNIT 19, P.B. 13, PG. 121-135, CAPE CORAL, FLORIDA.
FOR: PHIL DEEMS

STOUTEN-STEVENOT AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 S.E. 10TH PLACE, NO. 18
CAPE CORAL, FL 33904
TELEPHONE (941) 842-7499

DONALD D. STOUTEN, P.S.M.
CERTIFICATE # 3625

STRAP No. Part of 32-44-24-C1-01247.0000

THIS SPACE FOR RECORDING

**COUNTY DEED
(Statutory)**

THIS DEED, executed this _____ day of _____, 2002, by **LEE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, COUNTY, to **Mid Point Plaza, L.L.C. a Florida Corporation**, whose address is c/o David W. Gomer, 4405 SW 26th Court, Cape Coral, Florida 33914, as Grantee.

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

SEE ATTACHED EXHIBIT "A"

In accordance with Florida Statutes s. 270.11, the COUNTY hereby reserves an undivided three-fourths interest in, and title in and to an undivided three-fourths interest in, all the phosphate, minerals, and metals that are or may be in, on, or under the subject land and an undivided one-half interest in all the petroleum that is or may be in, on, or under the subject land with the privilege to mine and develop each interest. Provided, however, the right of entry with respect to any interest in phosphate, minerals, metals or petroleum reserved in favor of the County is hereby released if the subject parcel being conveyed is or has always been a contiguous tract of less than 20 acres in the aggregate under the same ownership.

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

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

(OFFICIAL SEAL)

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

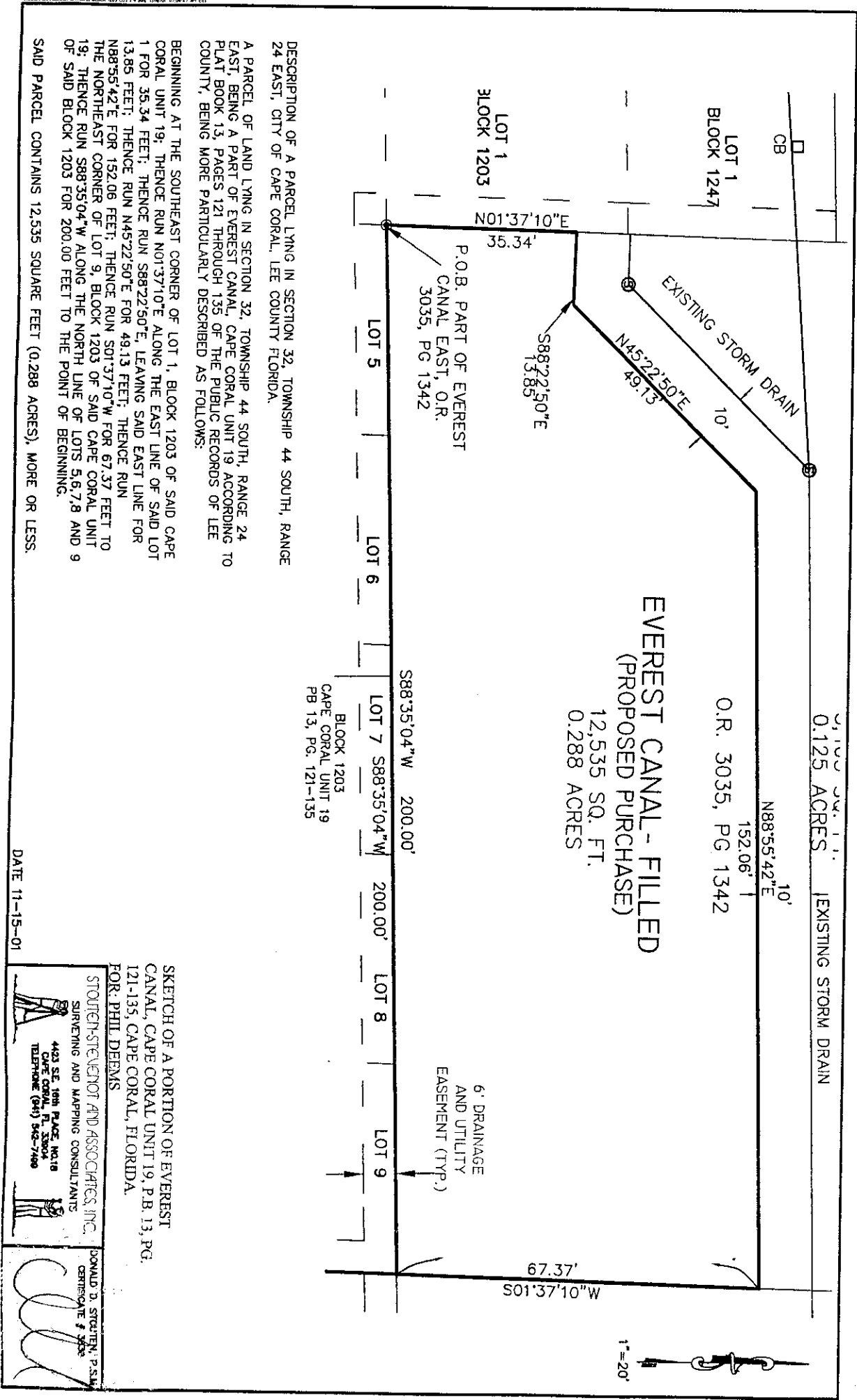
By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney

Exhibit "A"



DESCRIPTION OF A PARCEL LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 24 EAST, CITY OF CAPE CORAL, LEE COUNTY FLORIDA.

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING A PART OF EVEREST CANAL, CAPE CORAL UNIT 19 ACCORDING TO PLAT BOOK 13, PAGES 121 THROUGH 135 OF THE PUBLIC RECORDS OF LEE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1203 OF SAID CAPE CORAL UNIT 19; THENCE RUN N01°37'10"E ALONG THE EAST LINE OF SAID LOT 1 FOR 35.34 FEET; THENCE RUN S88°22'50"E, LEAVING SAID EAST LINE FOR 13.85 FEET; THENCE RUN N45°22'50"E FOR 49.13 FEET; THENCE RUN N88°55'42"E FOR 152.06 FEET; THENCE RUN S01°37'10"W FOR 67.37 FEET TO THE NORTHEAST CORNER OF LOT 9, BLOCK 1203 OF SAID CAPE CORAL UNIT 19; THENCE RUN S88°35'04"W ALONG THE NORTH LINE OF LOTS 5, 6, 7, 8 AND 9 OF SAID BLOCK 1203 FOR 200.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12,535 SQUARE FEET (0.288 ACRES), MORE OR LESS.

SKETCH OF A PORTION OF EVEREST CANAL, CAPE CORAL UNIT 19, P.B. 13, PG. 121-135, CAPE CORAL, FLORIDA.
FOR: PHIL DEEMS

STOUTEN-STEVENOT AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4433 SE 18th PLACE NO. 18
CAPE CORAL, FL. 33904
TELEPHONE (941) 542-7460

DONALD D. STOUTEN, P.S.S.M.
CERTIFICATE # 3636

DATE 11-15-01

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

Project: **Del Prado/Veterans Parkway Interchange, No. 6650**
STRAP No.: **32-44-24-C1-01247.0000**

GRANT OF PERPETUAL

PARKING LOT EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20__, between **Lee County, a political subdivision of the State of Florida**, Owner, whose address is **Post Office Box 398, Fort Myers, Florida, 33902** hereinafter "Grantor", and **Mid Point Plaza, L.L.C., a Florida corporation**, whose address is c/o David W. Gomer, 4405 SW 26th Court, Cape Coral, Florida 33914 hereinafter "Grantee":

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, **an easement over and across the property** situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached, **for parking lot purposes necessary to support the primary use developed on the adjacent/contiguous property owned by the Grantee..**
2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a parking lot, to be located on, over, and across the easement which is located on that property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said parking lot within the easement **area**.
3. Grantee **construction of any structures (vertical development)** within said easement **or planting** any foliage **within the easement is prohibited**.
4. Title to **any** improvements constructed **by Grantee** will remain in the Grantee, Grantee's successors, appointees and/or assigns.
5. 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, Grantor **is** lawfully seized and possessed of the described real property in Exhibit "A", and the property is free and clear of all liens and encumbrances, except as herein stated.
6. **Grantee**, its heirs, successors or assigns, will indemnify and hold the **Grantor** harmless for any consequential damages to any **parking area**, houses, fences,

buildings, carports, garages, storage sheds or any other structures subsequently constructed by grantee in violation of paragraph 3. within the above easement, which results from the required activities of the Grantor for any construction, maintenance or repairs to underground public infrastructure located within and/or beneath the above-described easement. The Grantor will not pay for or reimburse the Grantee and will not be responsible to repair, replace, or cure any damage to parking lot **or other** improvements, caused by its employees, contractors or consultants resulting from the maintenance, repair, replacement or any work performed upon its underground infrastructure, including, but not limited to, roadway drainage improvement, utilities and storm water appurtenance.

7. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, _____,
OWNER, has caused this document to be signed on the date first
above written.

(OFFICIAL SEAL)

ATTEST:
CHARLIE GREEN, CLERK
COMMISSIONERS

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY

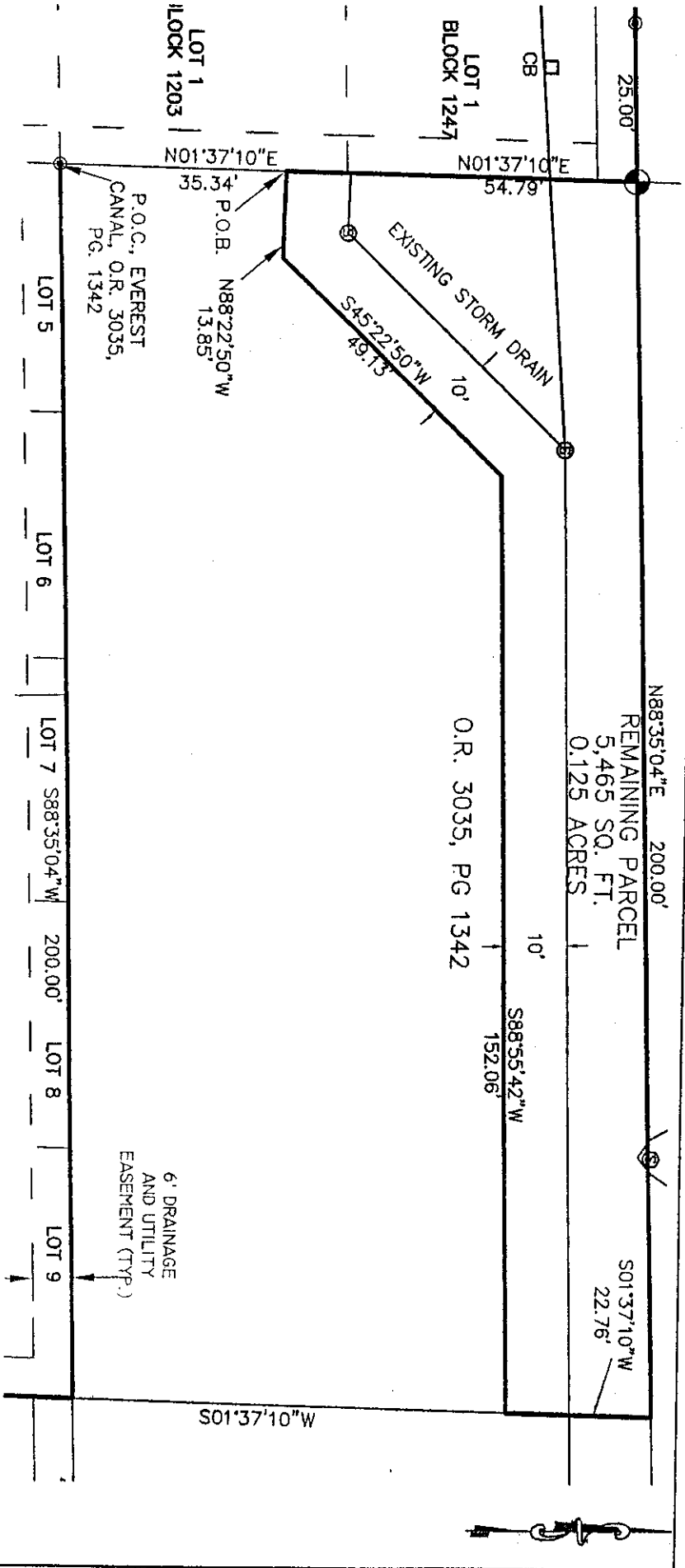
By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney

Exhibit "A"



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COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1203 OF SAID CAPE CORAL UNIT 19, THENCE RUN N01°37'10"E ALONG THE EAST LINE OF SAID LOT 1 FOR 35.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE RUNNING N01°37'10"E ALONG SAID EAST LINE OF SAID LOT 1 AND THE EAST LINE EAST LINE OF LOT 1 BLOCK 1247 OF SAID CAPE CORAL UNIT 19 FOR 54.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; BLOCK 1247; THENCE RUN N88°35'04"E ALONG THE SOUTH LINES OF LOT 5 THROUGH 9 OF SAID BLOCK 1247 FOR 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9, THENCE RUN S01°37'10"W FOR 22.76 FEET; THENCE RUN S88°55'42"W FOR 152.06 FEET; THENCE RUN S45°22'50"W FOR 49.13 FEET; THENCE RUN N88°22'50"W FOR 13.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,465 SQUARE FEET (0.125 ACRES), MORE OR LESS.

SKETCH OF A PORTION OF EVEREST CANNAL, CAPE CORAL UNIT 19, P.B. 13, PG. 121-135, CAPE CORAL, FLORIDA.
FOR: PHIL DEHMS

STOUTEN-STEVENOT AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4403 S.E. 10TH PLACE, NO. 18
CAPE CORAL, FL. 33904
TELEPHONE: (941) 842-7409

DONALD D. STOUTEN, P.E.
REGISTERED SURVEYOR

DATE: 11-15-01

RESOLUTION FOR SALE OF SURPLUS PROPERTY

WHEREAS, The Board of County Commissioners of Lee County, Florida, has been petitioned to sell a parcel of County-owned property, more specifically described as follows:

Parcel Strap No. 32-44-24-C1-01247.0000 (formerly a canal that was filled) of the Veterans Parkway/Del Prado Boulevard Interchange of Project No. 6650, more particularly described in Exhibit "A" attached hereto.

WHEREAS, The Board of County Commissioners of Lee County, Florida, has carefully reviewed this parcel owned by Lee County, and has determined that the property is not needed for any County purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY FLORIDA, that the Board is willing to sell this parcel of land, and authorizes that the necessary procedures be taken in accordance with Florida Statutes Chapter 125.35 to accomplish this sale.

THE FOREGOING RESOLUTION was offered by Commissioner Coy, who moved its adoption. The motion was seconded by Commissioner Albion, and upon being put to a vote was as follows:

Robert Janes	<u>AYE</u>
Douglas St. Cerny	<u>AYE</u>
Ray Judah	<u>AYE</u>
Andrew Coy	<u>AYE</u>
John Albion	<u>AYE</u>

DULY PASSED AND ADOPTED this 12th day of March, ~~2001~~ 2002

ATTEST:
CHARLIE GREEN, CLERK

By: Lisa L. Pierce
Deputy Clerk

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

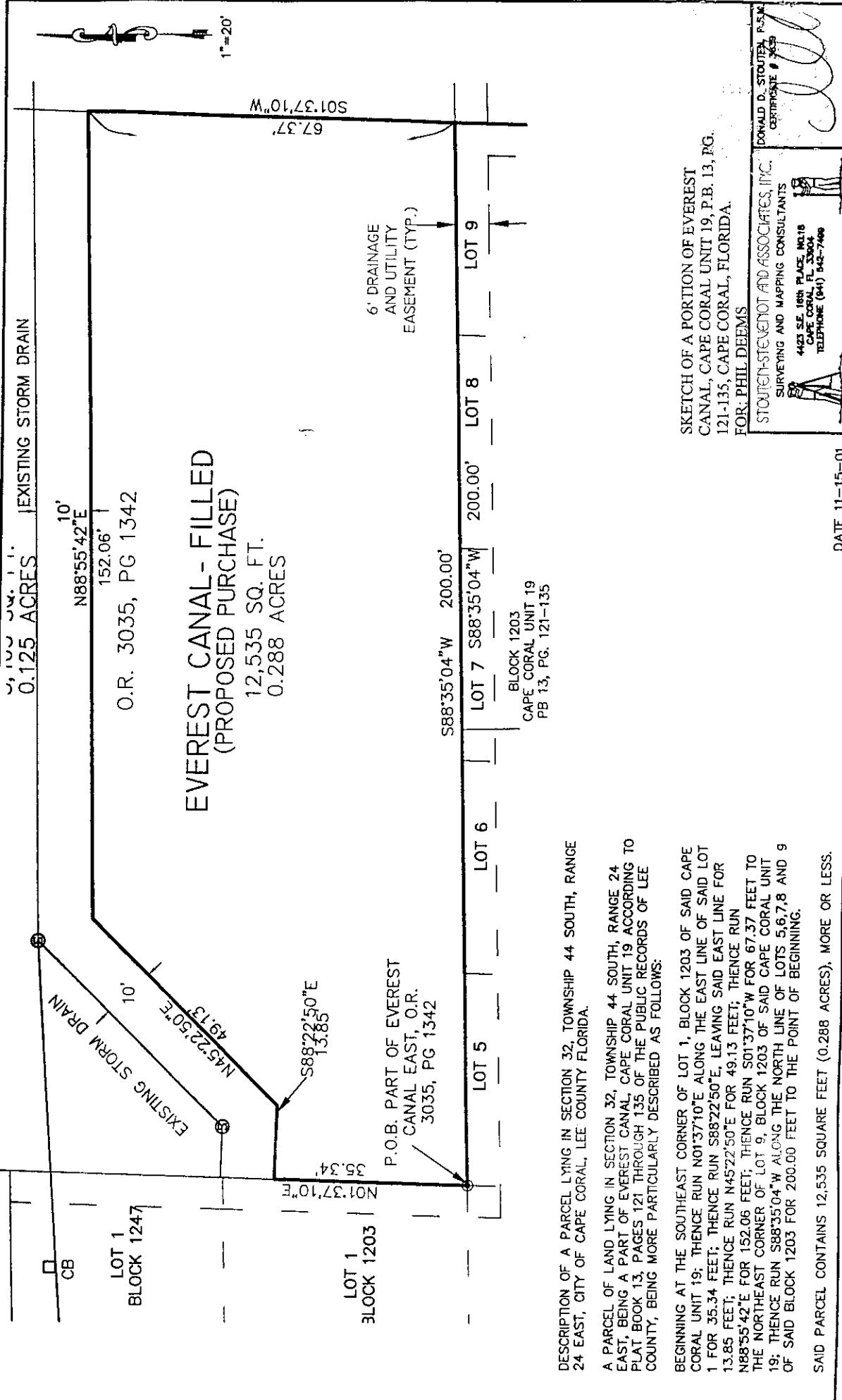
[Signature]
Chairman

APPROVED AS TO FORM:
[Signature]
Office of County Attorney



\\LEECOUNTY\6650\Legal\RESN-NBK.WPD-rlma (11/16/01)

COPY



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FOR: PHIL DEEMS

STOUTEN-STEVENOT AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4423 SE 18TH PLACE, NO. 18
CAPE CORAL, FL 33904
TELEPHONE (941) 842-7468

DONALD D. STOUTEN
CERTIFICATE # 2628

DATE 11-15-01

Exhibit "A"

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 3-13-02 day of _____, 20_ for the sole purpose of identifying every person having a beneficial interest in Mid Point Plaza, L.L.C., a Florida corporation, bidder of Lee County Surplus property.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The name(s) and address(es) of every person having a beneficial interest in Mid Point Plaza, L.L.C., a Florida corporation, that has submitted a bid for surplus property of in Lee County are:

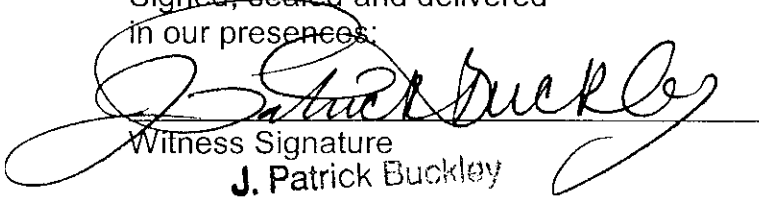
1. David W. Gomer 4405 SW 26th Court, Cape Coral, Florida 33914
2. Philip G. Deems 2804 Del Prado, 202, Cape Coral, Florida 33904
3. _____
4. _____
5. _____
6. _____
7. _____
8. _____

The surplus property to be conveyed is described as:

See "Exhibit A" attached hereto.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:


Witness Signature
J. Patrick Buckley

Printed Name


Witness Signature

Sherry L. Rinald
Printed Name


Signature of Affiant

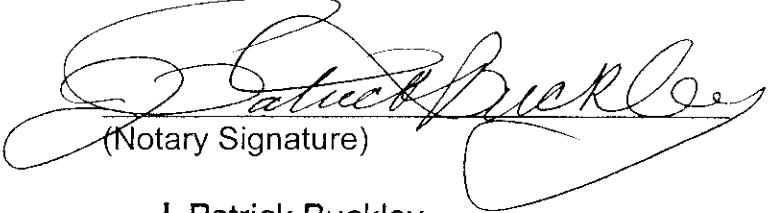
David W. Gomer
Printed Name

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 13th day of March, 2002 by _____

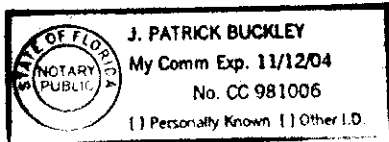
David W. Gomer
(name of person acknowledged)


(Notary Signature)

J. Patrick Buckley

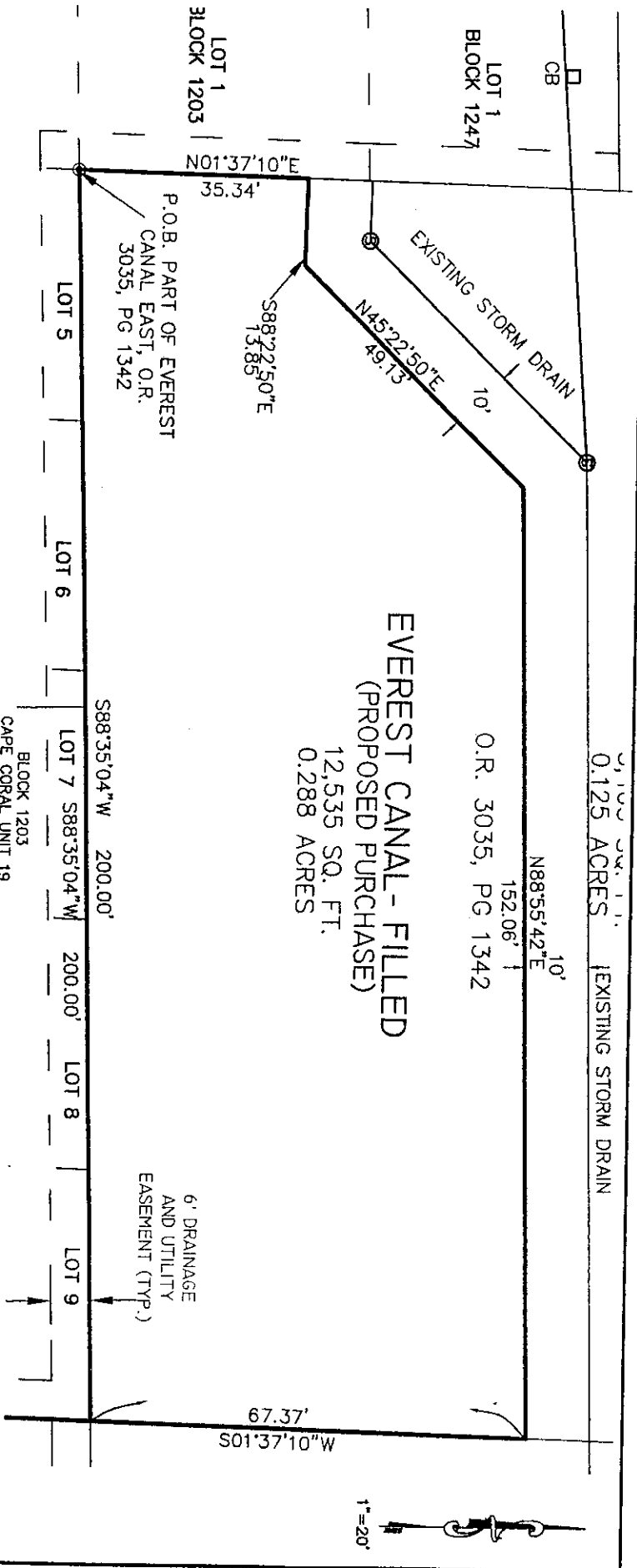
(Print, type or stamp name of Notary)

(SEAL)



Personally known X
OR Produced Identification _____
Type of Identification _____

Exhibit "A"



**EVEREST CANAL - FILLED
(PROPOSED PURCHASE)**

12,535 SQ. FT.
0.288 ACRES

O.R. 3035, PG. 1342

EXISTING STORM DRAIN

1"=20'

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A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING A PART OF EVEREST CANAL, CAPE CORAL UNIT 19 ACCORDING TO PLAT BOOK 13, PAGES 121 THROUGH 135 OF THE PUBLIC RECORDS OF LEE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

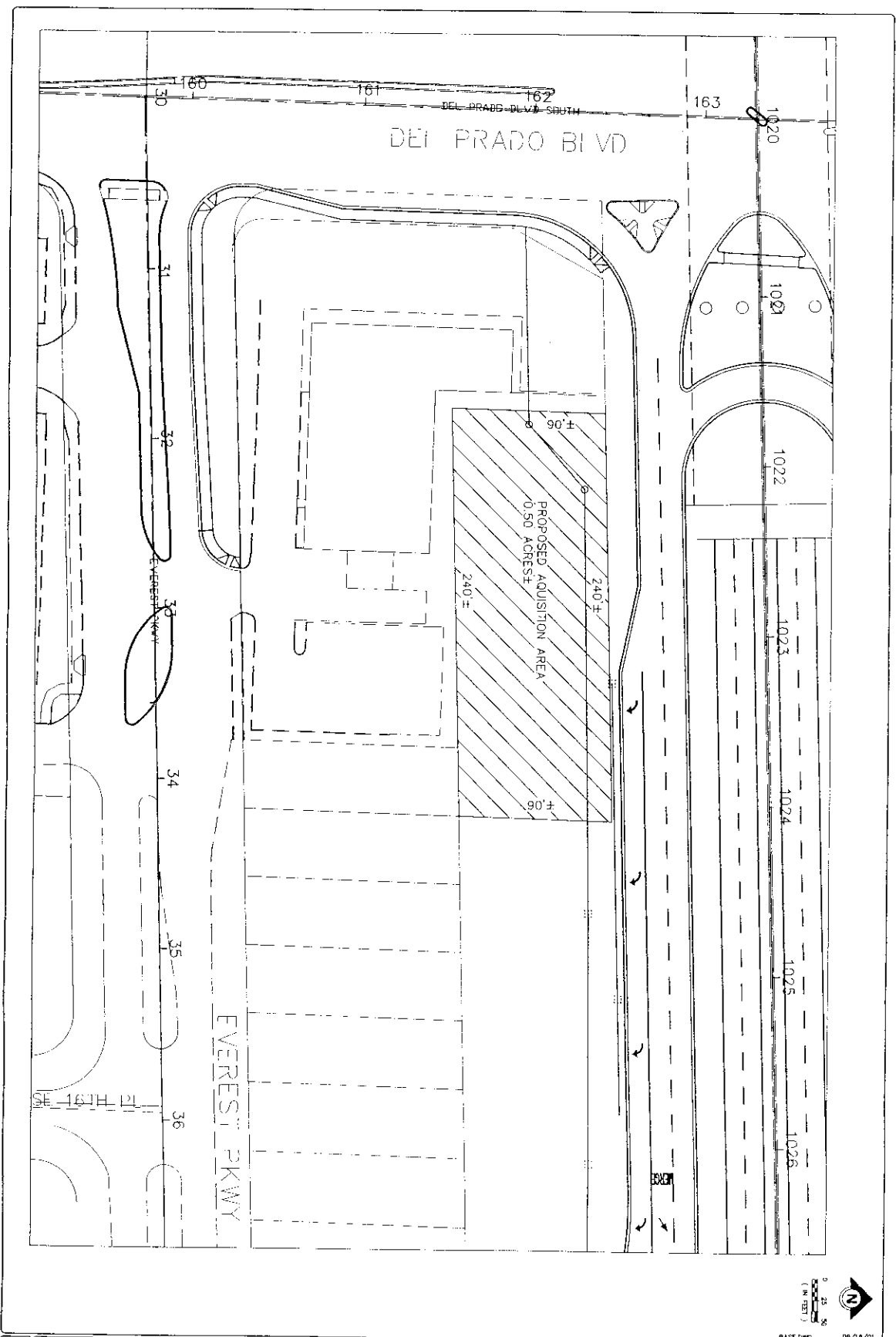
BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1203 OF SAID CAPE CORAL UNIT 19; THENCE RUN N01°37'10"E ALONG THE EAST LINE OF SAID LOT 1 FOR 35.34 FEET; THENCE RUN S88°22'50"E, LEAVING SAID EAST LINE FOR 13.85 FEET; THENCE RUN N45°22'50"E FOR 49.13 FEET; THENCE RUN N88°55'42"E FOR 152.06 FEET; THENCE RUN S01°37'10"W FOR 67.37 FEET TO THE NORTHEAST CORNER OF LOT 9, BLOCK 1203 OF SAID CAPE CORAL UNIT 19; THENCE RUN S88°35'04"W ALONG THE NORTH LINE OF LOTS 5, 6, 7, 8 AND 9 OF SAID BLOCK 1203 FOR 200.00 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 12,535 SQUARE FEET (0.288 ACRES), MORE OR LESS.

DATE 11-15-01

STOUTEN-STEVENOT AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
FOR: PHIL DEEMS
4423 S.E. 18th PLACE, NO. 18
CAPE CORAL, FL. 33904
TELEPHONE (941) 542-7498

SKETCH OF A PORTION OF EVEREST CANAL, CAPE CORAL UNIT 19, P.B. 13, PG. 121-135, CAPE CORAL, FLORIDA.
DONALD D. STOUTEN, P.S.M.
CORRESPONDENCE # 37536



SHEET 1 OF 1	ACQUISITION PLAN	FORMER ECKHARDT BUILDING DEL PRADO BLVD / EVEREST BLVD CAPE CORAL, FLORIDA	ATALON ENGINEERING, INC. 11501 CAPE CORAL PARKWAY E CAPE CORAL, FLORIDA 33904 (941) 544-1800	DATE: _____ REVISION: _____ PROJECT NO: 121	DATE: 09/18/01 DRAWN BY: _____ CHECKED BY: _____ APPROVED: _____
	PROJECT: _____ CLIENT: _____ LOCATION: _____				

LEE COUNTY PROPERTY APPEAL LR - NAME & LEGAL

STRAP: 32 44 24 C1 01247 0000.

LEE COUNTY
P O BOX 398

FT MYERS
FL

33902 N/R:

*** VALUES ***

JUST: 40,500

ASSD: 40,500

TXBL: 0

BLDG: 0

LAND: 40,500

NCST: 0

PVAL:

SOH :

SITE: 1814

SALE PRICE

1: 405,000

2: 475,100

NBHD CODE: 31351

NBHD DESC: CAPE CORAL EVEREST PKWY CANAL LOTS

*** EX VALUES ***

AG.:

HX.:

WID:

DIS:

WLY:

ENG:

WDR:

DIFF:

DEL PRADO BLVD S

D.O.S. BOOK PAGE TC VI

10/91 2254 3774 03 V

11/89 2111 265 02 V

HWDWXA

DOR...: 86 COUNTIES-OTHER

LOC...:

LEGAL1: CAPE CORAL UNIT 19 BLK 12

LEGAL2: 47 PB 13 PG 130 LOTS 2 TH

LEGAL3: RU 81 + OR 3035 PG 1342 LESS

UNIT MEAS.: SF #UNITS...: 18000.00

1ST TAX YR: 0 FRONTAGE: 0

YR SPLIT...: DEPTH...: 0

YR CREATED: 1991 E/I NUM.:

ENERGY CD.: S/D VAL.:

ENERGY YR.: S/D CODE:

APRVED BY.: DSC.....: 3

TAX DIST...: ZONING...: C1-W

PRIOR DOR.: PEND....:

PRIOR STRP: 31-44-24-A1-01247.0010

PAGE: 4269

LINE: 500

HIST DIST: N

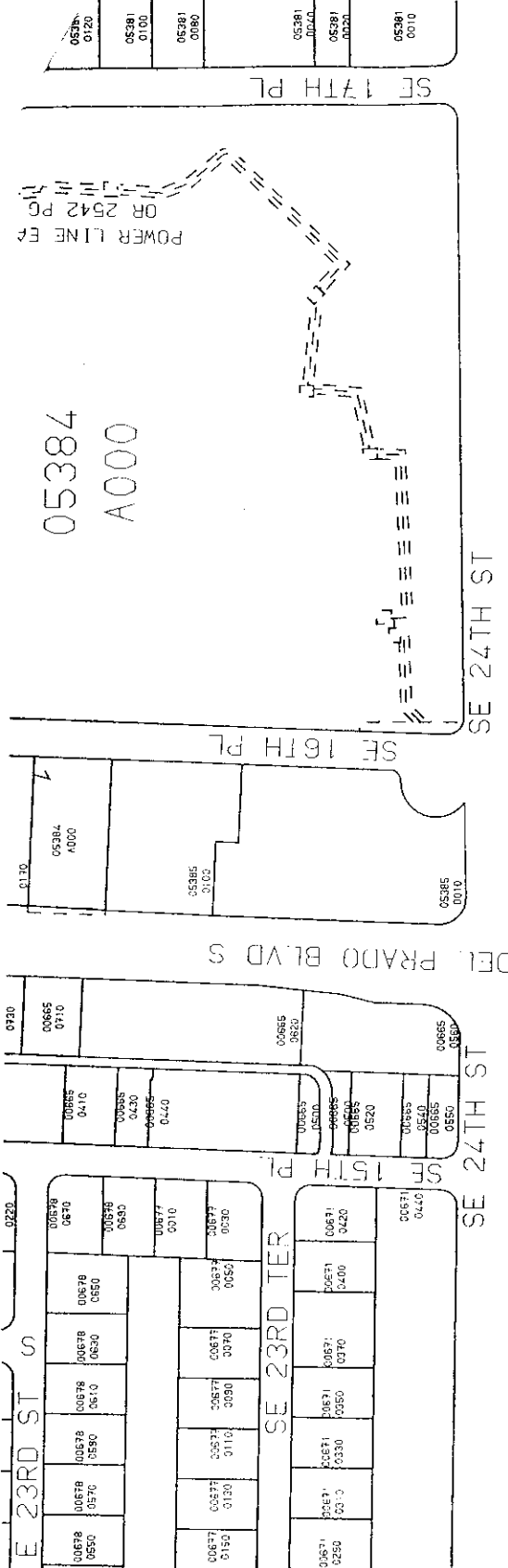
MAINT DATE

SITE:

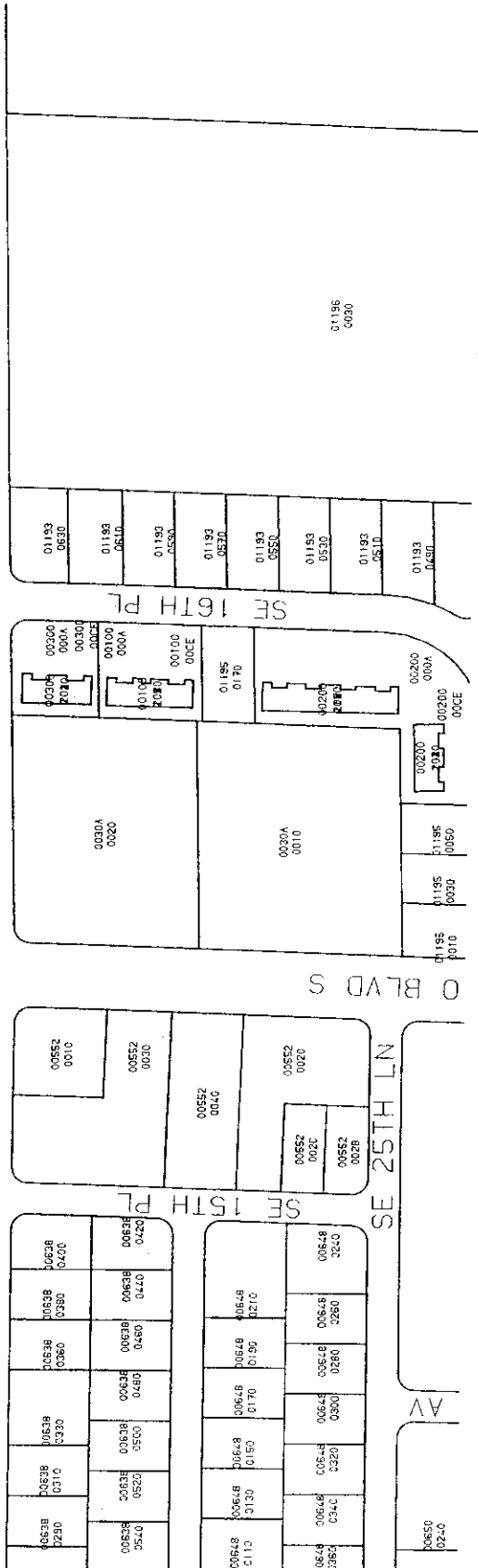
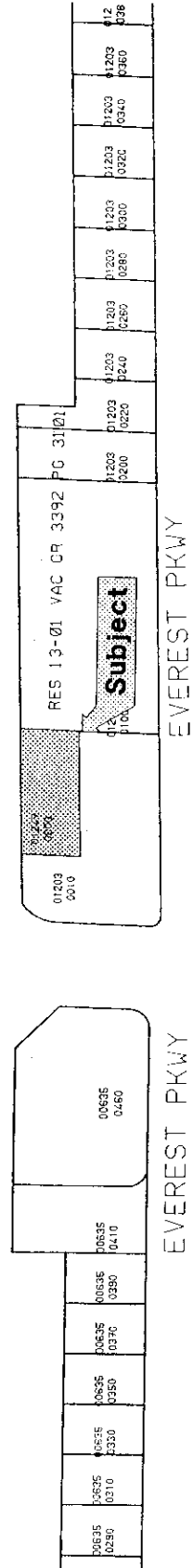
NAL.:

MAF.:

PAV.:



Veterans Memorial Pkwy



05384
A000

Subject

AV



City of Cape Coral

Department of Community Development

January 24, 2002

Mr. Robert G. Clemens
Lee County Government
P.O. Box 398
Fort Myers, FL 33902

RE: **Del Prado Overpass, Project No. 6650
Former Canal**

Dear Mr. Clemens:

Per your letter to David W. Gomer and Phil Deems dated January 18, 2002, the City of Cape Coral affirms that the subject property is not buildable as a "stand alone" site. It is not buildable because there is no permitted access to the site. The property can only be accessed via another parcel (the former Eckerd's site).

As such, it would seem the only potential use for this property would be for it to be joined with the surrounding property resulting in a larger single parcel which currently has permitted access via Everest Parkway.

I hope this letter serves to clarify the "developability" of the subject site. Please don't hesitate to contact me should you have any questions regarding this matter.

Sincerely,

COMMUNITY DEVELOPMENT DEPARTMENT


Robert L. Johns
Acting Community Development Director

RLJ/fc

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

Exhibit "B"

Project: **Del Prado/Veterans Parkway Interchange, No. 6650**
STRAP No.: **32-44-24-C1-01247.0000**

GRANT OF PERPETUAL

PARKING LOT EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20__, between **Lee County, a political subdivision of the State of Florida**, Owner, whose address is **Post Office Box 398, Fort Myers, Florida, 33902** hereinafter "Grantor", and **Mid Point Plaza, L.L.C., a Florida corporation**, whose address is c/o David W. Gomer, 4405 SW 26th Court, Cape Coral, Florida 33914 hereinafter "Grantee":

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, **an easement over and across the property** situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached, **for parking lot purposes necessary to support the primary use developed on the adjacent/contiguous property owned by the Grantee..**
2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a parking lot, to be located on, over, and across the easement which is located on that property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said parking lot within the easement **area**.
3. Grantee **construction of any structures (vertical development)** within said easement **or planting** any foliage **within the easement is prohibited**.
4. Title to **any** improvements constructed **by Grantee** will remain in the Grantee, Grantee's successors, appointees and/or assigns.
5. 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, Grantor **is** lawfully seized and possessed of the described real property in Exhibit "A", and the property is free and clear of all liens and encumbrances, except as herein stated.
6. **Grantee**, its heirs, successors or assigns, will indemnify and hold the **Grantor** harmless for any consequential damages to any **parking area**, houses, fences,

Exhibit "B"

Grant of Perpetual Parking Lot Easement

Project: Del Prado/Veterans Parkway Interchange, No. 6650

Page 2

buildings, carports, garages, storage sheds or any other structures subsequently constructed by grantee in violation of paragraph 3. within the above easement, which results from the required activities of the Grantor for any construction, maintenance or repairs to underground public infrastructure located within and/or beneath the above-described easement. The Grantor will not pay for or reimburse the Grantee and will not be responsible to repair, replace, or cure any damage to parking lot **or other** improvements, caused by its employees, contractors or consultants resulting from the maintenance, repair, replacement or any work performed upon its underground infrastructure, including, but not limited to, roadway drainage improvement, utilities and storm water appurtenance.

7. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, _____,
OWNER, has caused this document to be signed on the date first
above written.

(OFFICIAL SEAL)

ATTEST:
CHARLIE GREEN, CLERK
COMMISSIONERS

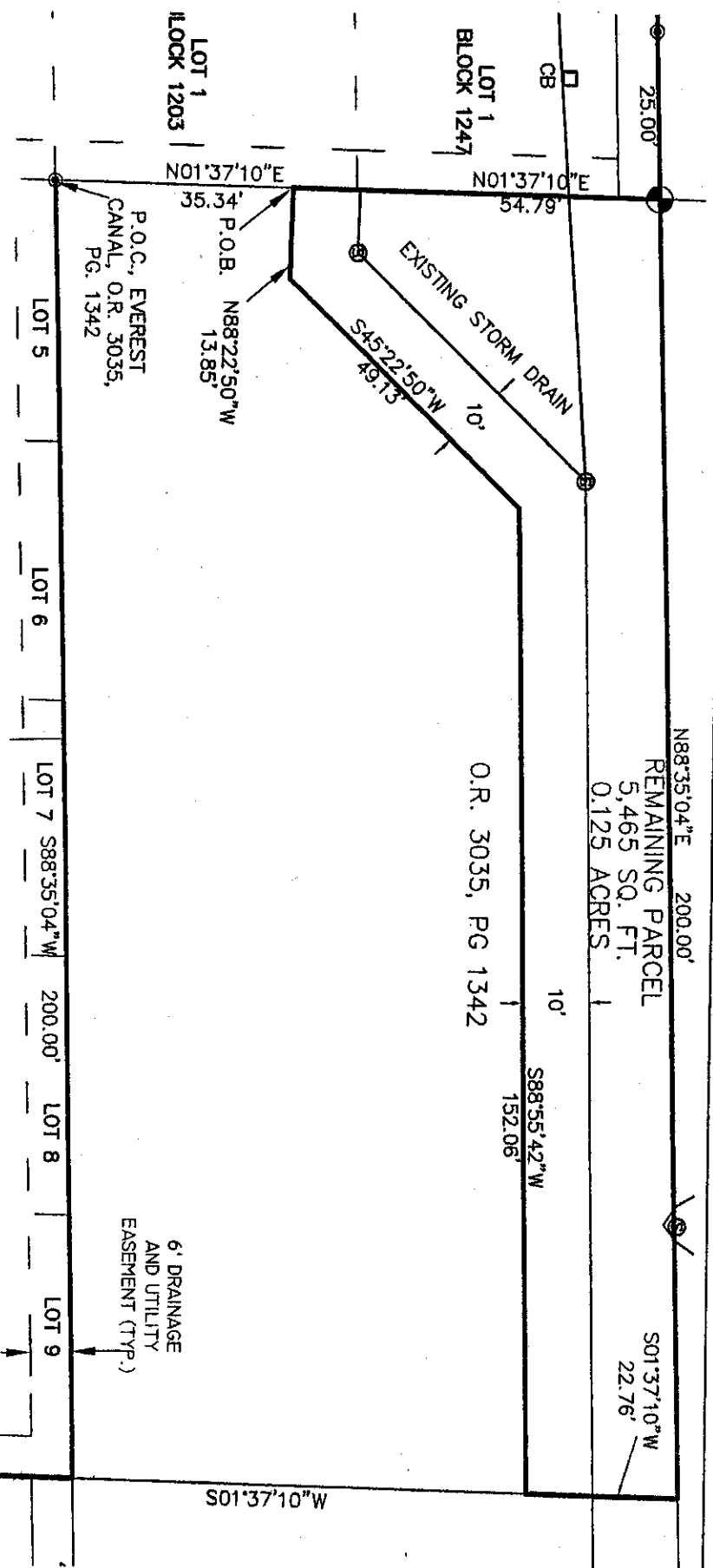
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney



DESCRIPTION OF A PARCEL LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 24 EAST, CITY OF CAPE CORAL, LEE COUNTY FLORIDA.

A PARCEL OF LAND LYING IN SECTION 32, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING A PART OF EVEREST CANAL, CAPE CORAL UNIT 19 ACCORDING TO PLAT BOOK 13, PAGES 121 THROUGH 135 OF THE PUBLIC RECORDS OF LEE COUNTY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1203 OF SAID CAPE CORAL UNIT 19, THENCE RUN N01°37'10"E ALONG THE EAST LINE OF SAID LOT 1 FOR 35.34 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE RUNNING N01°37'10"E ALONG SAID EAST LINE OF SAID LOT 1 AND THE EAST LINE EAST LINE OF LOT 1 BLOCK 1247 OF SAID CAPE CORAL UNIT 19 FOR 54.79 FEET TO THE NORTHEAST CORNER OF SAID LOT 1; BLOCK 1247; THENCE RUN N88°35'04"E ALONG THE SOUTH LINES OF LOT 5 THROUGH 9 OF SAID BLOCK 1247 FOR 200.00 FEET TO THE SOUTHEAST CORNER OF SAID LOT 9, THENCE RUN S01°37'10"W FOR 22.76 FEET; THENCE RUN S88°55'42"W FOR 152.06 FEET; THENCE RUN S45°22'50"W FOR 49.13 FEET; THENCE RUN N88°22'50"W FOR 13.85 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 5,465 SQUARE FEET (0.125 ACRES), MORE OR LESS.

SKETCH OF A PORTION OF EVEREST CANAL, CAPE CORAL UNIT 19, P.B. 13, PG. 121-135, CAPE CORAL, FLORIDA.
FOR: PHIL DEBENS

STOUTEN-STEVENOT AND ASSOCIATES, INC.
SURVEYING AND MAPPING CONSULTANTS
4405 S.E. 18th PLACE, NALIB
CAPE CORAL, FLORIDA 33904
TELEPHONE (941) 582-7880

DONALD B. STOUTEN, P.S.M.
CERTIFICATE # 3829

DATE: 11-15-01

EXHIBIT "C"

This instrument prepared by:
Lee County
Public Works/County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Project: Del Prado/Veterans Parkway Interchange, No. 6650
STRAP No.: 32-44-24-C1-01203.0010

GRANT OF PERPETUAL

RIGHT-OF-WAY EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 20____, between Mid Point Plaza, L.L.C., a Florida corporation, Owner, whose address is c/o David W. Gomer, 4405 SW 26th Court, Cape Coral, Florida 33914 hereinafter "Grantor", and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 hereinafter "Grantee":

WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public right-of-way easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a public roadway and/or attendant drainage system, together with, but not limited to, culverts, manholes and appurtenances, to be located under and through the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said system within the easement.

3. The right-of-way easement will not limit the particular type of drainage necessary for said roadway, nor will it limit the placement of improvements within the easement to a particular type, style, material or design. The Grantor will not construct any structures within said easement, nor will any foliage be placed in said easement.

4. Title to the improvements constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns.

5. 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, Grantor covenant that they are lawfully seized and possessed of the described real property in Exhibit "A", have good and lawful right and power to sell and 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.

6. Grantor, its heirs, successors or assigns, will indemnify and hold the Grantee harmless for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds or any other structures subsequently constructed by Grantor in violation of paragraph 3. within the above easement, which results from the required activities of the Grantee for any construction, maintenance or repairs to the rights-of-way located within the above-described easement.

7. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the Grant of Perpetual Right-of-Way Easement construction, maintenance, or repairs located within the above-described easement will be restored by the Grantee, to the condition in which it existed prior to the damage.

Grant of Perpetual Right-of-Way Easement
Project: Del Prado/Veterans Parkway Interchange, No. 6650
Page 3

8. THIS AGREEMENT will be binding upon the parties hereto,
their successors and assigns.

IN WITNESS WHEREOF, _____,
OWNER, has caused this document to be signed on the date first
above written.

TWO SEPARATE WITNESSES: Mid Point Plaza, L.L.C., a Florida
Corporation

1st Witness Signature

GRANTOR

Printed name of 1st Witness

By: _____
(Please print or type name)

2nd Witness Signature

Its: _____
Title

Printed name of 2nd Witness

STATE OF _____)

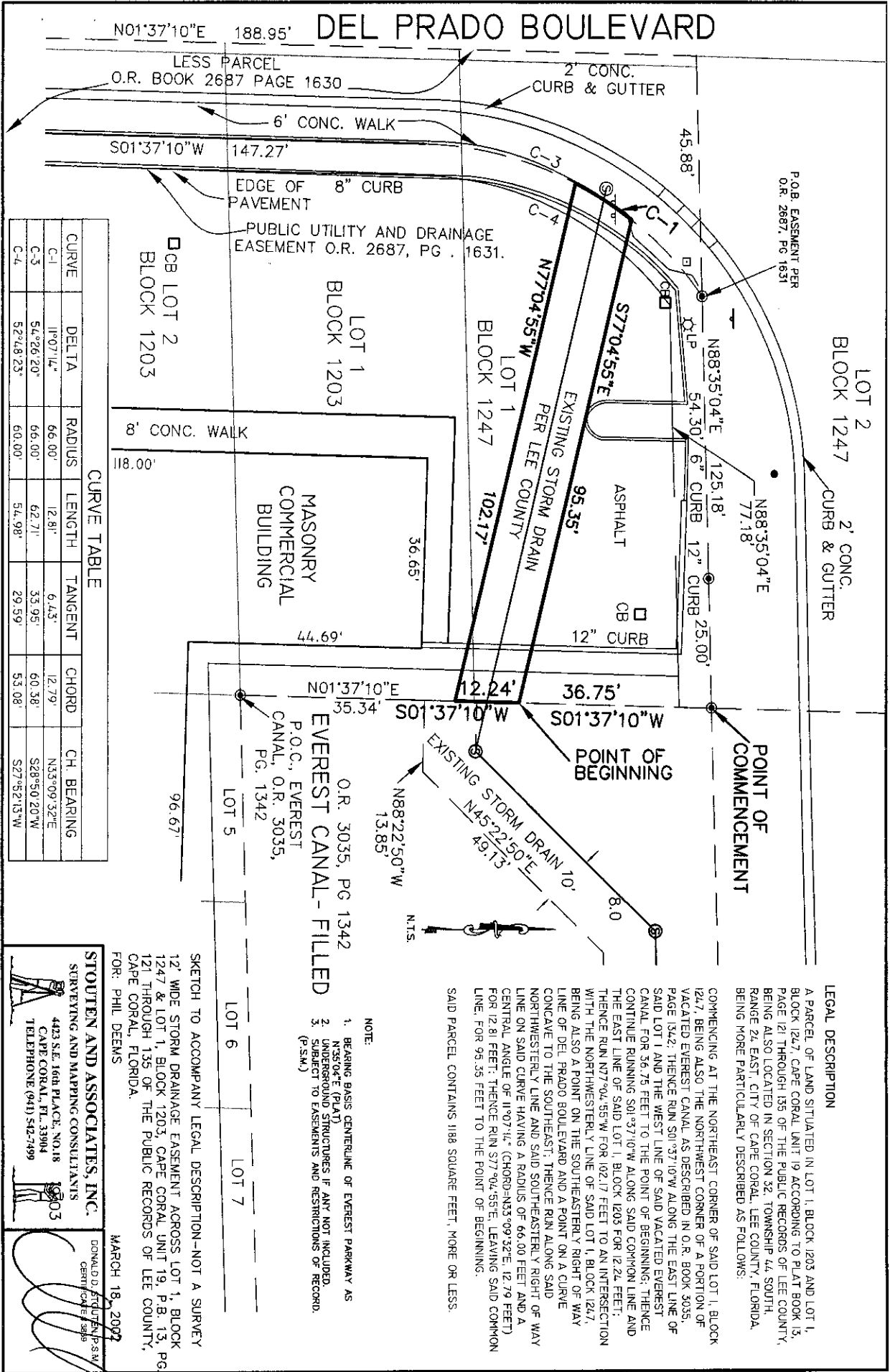
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____
day of _____, 20__, by _____
(name of person acknowledged)

He/she is personally known to me or who has produced _____
(type of _____
_____ as identification.
identification)

(Signature of Notary Public)

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



CURVE TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CH. BEARING
C-1	119°07'14"	66.00'	12.81'	6.43'	12.79'	N33°09'32"E
C-3	54°26'20"	66.00'	62.71'	33.95'	60.38'	S28°50'20"W
C-4	52°48'23"	60.00'	54.98'	29.59'	53.08'	S27°52'13"W

SKETCH TO ACCOMPANY LEGAL DESCRIPTION--NOT A SURVEY
 12' WIDE STORM DRAINAGE EASEMENT ACROSS LOT 1, BLOCK 1247 & LOT 1, BLOCK 1203, CAPE CORAL UNIT 19, P.B. 13, PG. 121 THROUGH 135 OF THE PUBLIC RECORDS OF LEE COUNTY, CAPE CORAL, FLORIDA.
 FOR: PHIL DEEMS

O.R. 3035, PG 1342
 EVEREST CANAL - FILLED
 P.O.C., EVEREST CANAL, O.R. 3035, PG. 1342

NOTE:
 1. BEARING BASIS CENTERLINE OF EVEREST PARKWAY AS NOTED ON PLAN.
 2. UNDERGROUND STRUCTURES, IF ANY, NOT INCLUDED.
 3. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD. (P.S.M.)

LEGAL DESCRIPTION
 A PARCEL OF LAND SITUATED IN LOT 1, BLOCK 1203 AND LOT 1, BLOCK 1247, CAPE CORAL, UNIT 19 ACCORDING TO PLAT BOOK 13, PAGE 121 THROUGH 135 OF THE PUBLIC RECORDS OF LEE COUNTY, BEING ALSO LOCATED IN SECTION 32, TOWNSHIP 44, SOUTH, RANGE 24, EAST, CITY OF CAPE CORAL, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 1, BLOCK 1247, BEING ALSO THE NORTHWEST CORNER OF A PORTION OF VACATED EVEREST CANAL AS DESCRIBED IN O.R. BOOK 3035, PAGE 1342; THENCE RUN S01°37'10"W ALONG THE EAST LINE OF SAID LOT 1 AND THE WEST LINE OF SAID VACATED EVEREST CANAL FOR 36.75 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE RUNNING S01°37'10"W ALONG SAID COMMON LINE AND THE EAST LINE OF SAID LOT 1, BLOCK 1203 FOR 12.24 FEET; THENCE RUN N77°04'55"W FOR 102.17 FEET TO AN INTERSECTION WITH THE NORTHWESTERLY LINE OF SAID LOT 1, BLOCK 1247, BEING ALSO A POINT ON THE SOUTHEASTERLY RIGHT OF WAY LINE OF DEL PRADO BOULEVARD AND A POINT ON A CURVE CONCAVE TO THE SOUTHEAST; THENCE RUN ALONG SAID NORTHWESTERLY LINE AND SAID SOUTHEASTERLY RIGHT OF WAY LINE ON SAID CURVE HAVING A RADIUS OF 66.00 FEET AND A CENTRAL ANGLE OF 119°07'14" (CHORD=N33°09'32"E, 12.79 FEET) FOR 12.81 FEET; THENCE RUN S77°04'55"E, LEAVING SAID COMMON LINE, FOR 95.35 FEET TO THE POINT OF BEGINNING.
 SAID PARCEL CONTAINS 1188 SQUARE FEET, MORE OR LESS.

STOUTEN AND ASSOCIATES, INC.
 SURVEYING AND MAPPING CONSULTANTS
 4423 S.E. 16th PLACE, NO. 18
 CAPE CORAL, FL. 33904
 TELEPHONE: (941) 542-7499

MARCH 18, 2007
 DONALD D. FRIEDMAN, P.S.M.
 GEOMETRIC SURVEYOR