

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

Blue Sheet No. 20030200

1. REQUESTED MOTION:

ACTION REQUESTED: Accept a Petition VAC2002-00017 to Vacate an un-built portion of E. Town & River Dr. adjacent to Lot 17 & Tract "C", as recorded in Plat Book 12, Page 143 and adopt a Resolution setting a Public Hearing for 5:00 p.m. on the 8th day of April, 2003.

WHY ACTION IS NECESSARY: The applicant has maintained the area in the past and would like to continue to maintain the area. No new construction is proposed within the easement area to be vacated. The applicant has complied with all of the requirements of A.C. 13-1 & A.C. 13-8 and all of the reviewing entities have issued review and recommendation letters of no objection. **The vacation of these rights-of-way will not alter traffic conditions and the rights-of-way are not necessary to accommodate any future traffic requirement.**

WHAT ACTION ACCOMPLISHES: Sets the time and date of the Public Hearing.

2. DEPARTMENTAL CATEGORY: COMMISSION DISTRICT #: 3	04 C4E	3. MEETING DATE: 03-11-2003
4. AGENDA: X CONSENT ADMINISTRATIVE APPEALS PUBLIC WALK ON TIME REQUIRED:	5. REQUIREMENT/PURPOSE: (Specify) X STATUTE F.S. Ch. 177 & 336 ORDINANCE X ADMIN. CODE 13-1 & 13-8 OTHER	6. REQUESTOR OF INFORMATION: A. COMMISSIONER B. DEPARTMENT Community Development C. DIVISION Development Services BY: <i>[Signature]</i> 2-14-03 Peter J. Eckenrode, Director

7. BACKGROUND:

The complete Petition to Vacate was submitted by Pamela and Harry Balke.

LOCATION: An un-built portion of East Town and River Drive that is adjacent to Lot 17 and Tract "C", as recorded in Plat Book 12, Page 143, in the Official Records of the Public Records of Lee County, Florida and being more particularly described in the attached Exhibit "A". The site is located adjacent to 6525 East Town and River Drive in Section 21, Township 45 South, Range 24 East, Lee County, Florida.

Documentation pertaining to this Petition to Vacate is available for viewing at the Office of the Clerk of Circuit Court, Minutes Department.

The Town & River Civic Association, Inc. is objecting to the vacation.

Attached to this Blue sheet is the Petition to Vacate, the Resolution to set the Public Hearing, the Notice of Public Hearing, and Exhibit "A".

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services <i>CPA 2/19/03</i>				G County Manager
					OM	OM	Risk	GC	
<i>Man Gitts</i>	N/A	N/A	N/A	<i>[Signature]</i> 2-17-03	<i>[Signature]</i> 2/18/03	<i>[Signature]</i> 2/19/03	<i>[Signature]</i> 2/19/03	<i>[Signature]</i> 2-18-03	<i>[Signature]</i>

10. COMMISSION ACTION:

- _____ APPROVED
- _____ DENIED
- _____ DEFERRED
- _____ OTHER

Rec. by CoAtty

Date: 2/14/03

Time: 1:00 pm

Forwarded To:

ADMIN
3/18/03 4:50

RECEIVED BY
BY ADMIN. ID

2-18-03
4:30

BY ADMIN. BH

SENT TO:
2/19 5:00

NOTICE OF PUBLIC HEARING FOR PETITION TO VACATE

Case Number: VAC2002-00017

TO WHOM IT MAY CONCERN:

NOTICE is hereby given that on the 8th day of April 2003 @ 5:00 PM in the County Commissioners' Meeting Room, Old Lee County Courthouse, 2120 Main Street, Fort Myers, Florida, the Board of County Commissioners of Lee County, Florida, will consider and take action on a Petition vacating, abandoning, closing and discontinuing the public's interest in the right-of-way or portion of a right-of-way, as well as the easement, plat or portion of a plat legally described in the attached Exhibit "A"

Interested parties may appear in person or through a representative and be heard with respect to the Petition to Vacate.

Anyone wishing to appeal the decision made by the Board with respect to any matter considered at this meeting will need a record of the proceeding for such appeal, and may need a verbatim record, to include all testimony and evidence upon which the appeal is to be based.

A copy of the Petition to Vacate is on file in the Office of the Clerk of the Circuit Court of Lee County, Florida, Minutes Department, Room 200, 2115 Second Street, Fort Myers, Florida, 33902-0398.

CHARLIE GREEN, CLERK

Deputy Clerk Signature

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name

DESCRIPTION

Parcel in
Town and River Estates, Section 1 - Unit A
(Plat Book 12, Page 143, Lee County Records)
Section 21, Township 45 South, Range 24 East
Lee County, Florida

A tract or parcel of land in Town and River Estates, Section 1 - Unit A as recorded in Plat Book 12, Page 143, Lee County Records in Section 21, Township 45 South, Range 24 East Lee County, Florida said tract or parcel being more particularly described as follows:

From the northwest corner of Lot 17, Block D as shown on the record plat of said Town and River Estates Section 1 - Unit A run S 17° 43' 00" W along the westerly line of said Lot 17 and Tract C for 142.34 feet to an intersection with the South line of said Town and River Estates, Section 1 - Unit A; thence run S 89° 00' 14" W along said South line for 76.78 feet; thence leaving said South line run N 50° 38' 35" W for 21.94 feet to a point of curvature; thence run Northerly and Northeasterly along the arc of a curve to the right of radius 26.00 feet (delta 105° 38' 11") (chord bearing N 02° 10' 31" E) (chord 41.43 feet) for 47.94 feet to a point of reverse curvature; thence run Northeasterly along the arc of a curve to the left of radius 342.09 feet (Delta 22° 19' 54") (chord bearing N 43° 49' 40" E) (chord 132.49 feet) for 133.33 feet to an intersection with the extension of the Northerly line of said Lot 17; thence run S 72° 17' 00" E along said line for 45.90 feet to the Point of Beginning.

Containing 12,367 square feet, more or less.

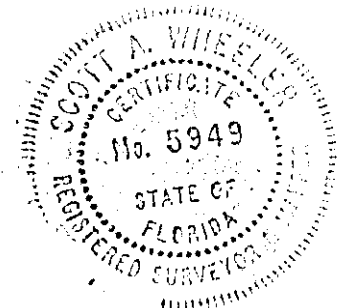
Bearings herein above mentioned are based on the Record Plat of Town and River Estates, Section 1 - Unit A, as recorded in Plat Book 12, Page 143 Lee County Records and the North line of Lot 17, Block D to bear N 72° 17' 00" W.

Scott A. Wheeler 2/21/02
Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

21692
2-21-02

Exhibit "A"

Post Office Drawer 2800 • Fort Myers, FL 33902
Phone (941) 461-3170 • Fax (941) 461-3169



**RESOLUTION NO. _____ TO SET PUBLIC HEARING
FOR PETITION TO VACATE Case Number: VAC2002-00017**

WHEREAS, a Petition to Vacate was filed with the Board of County Commissioners;
and

WHEREAS, the Petitioner seeks to abandon, discontinue, close or vacate a portion
of a plat, easement, parcel or right-of-way legally described in the attached Exhibit "A".

WHEREAS, under Florida Statute and the Lee County Administrative Code, the
Board must hold a Public Hearing in order to grant a vacation affecting a public easement,
public right-of-way or platted lands.

BE IT THEREFORE RESOLVED by the Board of County Commissioners of Lee
County, Florida, as follows:

1. A Public Hearing on Petition to Vacate No. VAC2002-00017 is set for the
_____ in the Lee County Commission Chambers.
2. A Notice of Public Hearing on this Petition to Vacate will be published in
accordance with the Lee County Administrative Code.

THIS RESOLUTION passed by voice and entered into the minutes of the Board of
County Commissioners of Lee County, Florida this _____ .

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY
COMMISSIONERS OF
LEE COUNTY, FLORIDA

Deputy Clerk Signature

Chairman Signature

Please Print Name

Please Print Name

APPROVED AS TO FORM

County Attorney Signature

Please Print Name

DESCRIPTION

Parcel in
Town and River Estates, Section 1 - Unit A
(Plat Book 12, Page 143, Lee County Records)
Section.21, Township 45 South, Range 24 East
Lee County, Florida

A tract or parcel of land in Town and River Estates, Section 1 - Unit A as recorded in Plat Book 12, Page 143, Lee County Records in Section 21, Township 45 South, Range 24 East Lee County, Florida said tract or parcel being more particularly described as follows:

From the northwest corner of Lot 17, Block D as shown on the record plat of said Town and River Estates Section 1 - Unit A run S 17° 43' 00" W along the westerly line of said Lot 17 and Tract C for 142.34 feet to an intersection with the South line of said Town and River Estates, Section 1 - Unit A; thence run S 89° 00' 14" W along said South line for 76.78 feet; thence leaving said South line run N 50° 38' 35" W for 21.94 feet to a point of curvature; thence run Northerly and Northeasterly along the arc of a curve to the right of radius 26.00 feet (delta 105° 38' 11") (chord bearing N 02° 10' 31" E) (chord 41.43 feet) for 47.94 feet to a point of reverse curvature; thence run Northeasterly along the arc of a curve to the left of radius 342.09 feet (Delta 22° 19' 54") (chord bearing N 43° 49' 40" E) (chord 132.49 feet) for 133.33 feet to an intersection with the extension of the Northerly line of said Lot 17; thence run S 72° 17' 00" E along said line for 45.90 feet to the Point of Beginning.

Containing 12,367 square feet, more or less.

Bearings herein above mentioned are based on the Record Plat of Town and River Estates, Section 1 - Unit A, as recorded in Plat Book 12, Page 143 Lee County Records and the North line of Lot 17, Block D to bear N 72° 17' 00" W.

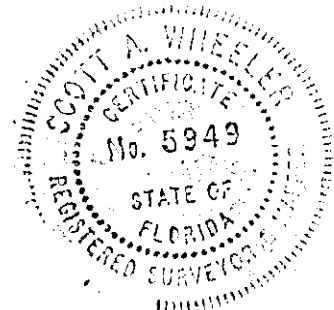
Scott A. Wheeler 2/21/02

Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

21692
2-21-02

Exhibit "A"

Post Office Drawer 2800 • Fort Myers, FL 33902
Phone (941) 461-3170 • Fax (941) 461-3169



PETITION TO VACATE

Case Number: VAC2002-00017

Petitioner, HARRY A. Balke, III and PAMELA J. BALKE
requests the Board of County Commissioners of Lee County, Florida, to grant this Petition to Vacate and states as follows:

1. Petitioner's mailing address, 6525 E. Town + River Rd.
2. In accordance with Florida Statute (F.S.) Chapter 177 and Lee County Administrative Code (LCAC) 13-1, Petitioner desires to vacate the public's interest in the easement, plat or portion of a plat legally described in the attached Exhibit "A" and in accordance with F.S. Chapter 336 and LCAC 13-8, Petitioner desires to vacate, abandon, close and discontinue the public's interest in the right-of-way or portion of right-of-way legally described in the attached Exhibit "A".
3. A sketch showing the area(s) the Petitioner desires to vacate is attached as Exhibit "B".
4. In accordance with F.S. Chapter 177, proof Petitioner paid all applicable state and county taxes on the property to be vacated is attached as Exhibit "C".
5. In accordance with F.S. Chapter 177, Petitioner is the fee simple title holder to the underlying land sought to be vacated.
6. In accordance with the LCAC 13-1, Petitioner did provide notice to all affected property owners concerning the intent of this Petition. Notice concerning the intent of this Petition will also be provided in accordance with LCAC 13-8.
7. In accordance with letters of review and recommendation provided by various governmental and utility entities, there is no apparent impediment to granting Petitioner's request.

Wherefore, Petitioner respectfully requests that the Board of County Commissioners adopt a Resolution granting the Petition to Vacate.

Respectfully Submitted

By: Pamela J Balke
Petitioner Signature

Pamela J Balke
Printed Name

By: Harry Balke III
Petitioner Signature

HARRY BALKE III
Printed Name

DESCRIPTION

Parcel in
Town and River Estates, Section 1 - Unit A
(Plat Book 12, Page 143, Lee County Records)
Section 21, Township 45 South, Range 24 East
Lee County, Florida

A tract or parcel of land in Town and River Estates, Section 1 - Unit A as recorded in Plat Book 12, Page 143, Lee County Records in Section 21, Township 45 South, Range 24 East Lee County, Florida said tract or parcel being more particularly described as follows:

From the northwest corner of Lot 17, Block D as shown on the record plat of said Town and River Estates Section 1 - Unit A run S 17° 43' 00" W along the westerly line of said Lot 17 and Tract C for 142.34 feet to an intersection with the South line of said Town and River Estates, Section 1 - Unit A; thence run S 89° 00' 14" W along said South line for 76.78 feet; thence leaving said South line run N 50° 38' 35" W for 21.94 feet to a point of curvature; thence run Northerly and Northeasterly along the arc of a curve to the right of radius 26.00 feet (delta 105° 38' 11") (chord bearing N 02° 10' 31" E) (chord 41.43 feet) for 47.94 feet to a point of reverse curvature; thence run Northeasterly along the arc of a curve to the left of radius 342.09 feet (Delta 22° 19' 54") (chord bearing N 43° 49' 40" E) (chord 132.49 feet) for 133.33 feet to an intersection with the extension of the Northerly line of said Lot 17; thence run S 72° 17' 00" E along said line for 45.90 feet to the Point of Beginning.

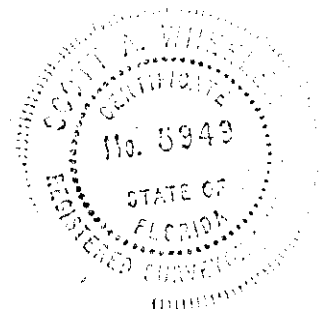
Containing 12,367 square feet, more or less.

Bearings herein above mentioned are based on the Record Plat of Town and River Estates, Section 1 - Unit A, as recorded in Plat Book 12, Page 143 Lee County Records and the North line of Lot 17, Block D to bear N 72° 17' 00" W.

Scott A. Wheeler 2/21/02
Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

21692
2-21-02

Exhibit "A"



PTV VAC2002-00017
Harry A Balke, III, and Pamela J. Balke

EXHIBIT "C"

There are no taxes assessed or owing on the area to be vacated



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (239) 335-2236

Facsimile 239-335-2606

Bob Janes
District One

Douglas R. St. Cerny
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

May 20, 2002

Harry & Pam Balke
6525 E. Town & River Road
Fort Myers, Florida 33919

Re: Petition to Vacate #VAC2002-00017


Dear Mr. & Mrs. Balke:

I am in receipt of your letter dated May 12, 2002, regarding the above-referenced Petition to Vacate. Florida Statutes, Chapter 177 and Lee County Administrative Code 13-1 require proof of ownership of the underlying fee for a vacation of a plat.

A Title Opinion issued by a member of the Florida Bar stating that you own the underlying fee of the portion of the plat you are seeking to vacate is required prior to proceeding with this petition before the Board of County Commissioners. Also, please note the vacation process vacates only the public's interest in the right-of-way, any private rights remain to the extent that they exist.

If you should have any questions or wish to discuss this further, please do not hesitate to contact me.

Very truly yours,


Joan C. Henry
Assistant County Attorney

JCH/bas

- cc: Peter Eckenrode, Director, Development Services
- Scott Gilbertson, Director, DOT
- Margaret Lawson, DOT
- Libby Walker, MSTBU
- Don Blackburn, Development Review Manager
- Jon Hagan, Development Services
- Town & River Civic Association, Inc.

S:\LUJch\Jch letters\IPTV 2002-00017 - Balke.wpd

LEE COUNTY
 RECEIVED
 02 MAY 21 AM 9:20
 PUG. MRS. CNTR.
 1100R

Knott, Consoer, Ebelini
Hart & Swett, P.A.
ATTORNEYS - AT - LAW

LEE COUNTY
RECEIVED

AUG 14 AM 9:00

George H. Knott *+
George L. Consoer, Jr. **
Mark A. Ebelini
Thomas B. Hart
H. Andrew Swett

* Board Certified Civil Trial Lawyer
** Board Certified Real Estate Lawyer
+ Board Certified Business Litigation Lawyer

1625 Hendry Street • Third Floor (33901)
P.O. Box 2449
Fort Myers, Florida 33902-2449

Telephone (239) 334-2722
Telecopier (239) 334-1446

MEbelini@Knott-Law.com

Matthew D. Uhle
Aaron A. Haak
Derrick S. Eihausen

Director of
Zoning and Land
Use Planning
Michael E. Roeder, AICP

August 12, 2002

Joan C. Henry, Assistant County Attorney
Lee County Attorney's Office
P.O. Box 398
Fort Myers, FL 33902-0398

Re: Harry A. Balke, III & Pamela J. Balke
Petition to Vacate #VAC2002-00017

LEE COUNTY ATTORNEY
02 AUG 13 AM 10:33

Dear Ms. Henry:

This firm represents Harry A. Balke, III and Pamela J. Balke, with regard to their above-referenced petition to vacate. I have been forwarded a copy of your letter dated May 20, 2002 to the Balkes, in which you state that Florida Statutes Chapter 177 and Lee County Administrative Code 13-1 "require proof of ownership of the underlying fee for a vacation of a plat." You also state that the County's Administrative Code requires "a Title Opinion issued by a member of the Florida Bar, stating that the Balkes own the underlying fee of the portion of the plat they are seeking to vacate." Naturally, Mr. & Mrs. Balke are not seeking to vacate a plat, or any portion of a plat. They are merely requesting that the County vacate its roadway interest in an unimproved strip of land never used for travel. To the extent that the County has a right to request a title opinion in light of Op. Att'y Gen. Fla. 078-125 (no legislative body is authorized to require abutting property owners to prove a reversionary or other interest in real property as a condition to the vacation of a public street), we provide the following for your consideration, and to resolve the claims by the Town and River Civic Association.

Mr. & Mrs. Balke acquired Lot 17 and Tract C of Block D, of Town and River Estates, Section 1, Unit A, by warranty deed dated December 29, 1987. (Exhibit "A") Their deed was recorded in Official Records Book 1961, Page 2043 of the Public Records of Lee County, Florida. Mr. and Mrs. Balke's petition has been filed to vacate the County's roadway interest in the property described in the sketch and description prepared by Scott A. Wheeler, Barraco & Associates, Inc., dated February 21, 2001. This parcel (the "Vacation Parcel") is an unimproved, irregularly shaped parcel located adjacent to and northwesterly of the Balkes' residence. The Vacation Parcel was shown on the plat of Town and River Estates, Section 1, Unit A, recorded in Plat Book 12 at pages 143 and 144 of the Public Records of Lee County, Florida, as a part of East Town and River Road.

The plat of Town and River Estates, Section 1, Unit A, recorded on June 8, 1960, contains a dedication by the subdivider, Town and River Estates, Inc., a Florida corporation, dated June 3,

1960, which reads as follows:

TOWN & RIVER ESTATES, INC., a Florida Corporation by its duly elected President, John A. Scott and its duly elected Secretary, Carl M. Voyles, acting by and with the authority of its Board of Directors, does hereby dedicate and set apart all the Streets, Easements, Parks and Waterways, as shown or described on the attached Plat, to the general public for proper purposes, *reserving to the said Town and River Estates, Inc., their successors and assigns, the reversion or reversions thereof, whenever discontinued by law.* (Emphasis added)

Therefore, the Vacation Parcel was dedicated to the County as a public road, but the dedication was subject to a reversionary interest of Town and River Estates, Inc. in the event the road was vacated. However, it is my position that the Vacation Parcel is no longer subject to the reversionary interest of Town and River Estates, Inc., and that if the County vacates its roadway interest, this interest will revert to the adjacent landowners, Mr. and Mrs. Balke.

A starting point for my analysis is Chapter 336 of the Florida Statutes. This chapter regulates County road systems in this state. A "County road system" is defined in Section 334.03 (8) of the Florida Statutes as including "all local roads in the unincorporated areas." This definition would include East Town and River Road. Section 336.09(1)(b) empowers the County Commissioners to "[r]enounce and disclaim any right of the county and the public in and to any land, or interest therein, acquired by purchase, gift, devise, dedication or prescription for street, alleyway, road or highway purposes." Florida Statutes Section 336.12 provides:

The act of any commissioners in closing or abandoning any such road, or renouncing or disclaiming any rights in any land delineated on any recorded map as a road, shall abrogate the easement theretofore owned, held, claimed or used by or on behalf of the public and the title of fee owners shall be freed and released therefrom; and if the fee of road space has been vested in the county, same will be thereby surrendered and will vest in the abutting fee owners to the extent and in the same manner as in case of termination of an easement for road purposes.

If the County grants the Balkes' petition to vacate, the question is then whether Town and River Estates Inc 's reversionary interest would vest title in that entity, or its successors and assigns. While Town and River Estates, Inc., did reserve an interest in the dedicated streets "if discontinued by law," Mr. and Mrs. Balke's property was originally conveyed by Town and River Estates, Inc. by a deed which described the property by reference to the plat, but with no mention of any reversionary interest in the adjacent road. (Exhibit "B")

Ms. Joan Henry
August 12, 2002
Page 3

Therefore, Town and River Estates Inc.'s reversionary interest in at least this portion of East Town and River Road was, as a matter of law, conveyed to the Balkes' predecessors-in-interest together with the lots, subject to the roadway interest in favor of the public. See, e.g., *United States v. 16.33 Acres of Land in the County of Dade* 342 So.2d 476, 480 (Fla. 1977). Town and River Estates, Inc., and its successors and assigns, have no interest of any kind in the parcel sought to be vacated. *Id.* If the County grants the petition to vacate, the interest will vest in the abutting fee owners. *Id.* See also, *Emerald Equities, Inc. v. Hutton*, 357 So. 2d 1071, 1072 (Fla. 2nd DCA 1978).

Additionally, the Florida Legislature, by enacting Florida Statutes Section 177.085, effective July 1, 1972, also compelled this result. Section 177.085(1) provides that such reversionary interests in platted streets are conveyed to the abutting lot grantees, unless the subdivider clearly provides otherwise in the lot conveyances. While this subsection may not affect a reservation, created prior to July 1, 1972, Section 177.085(2) provides that for all plats recorded prior to July 1, 1972, the holder of any interest in reversionary rights in streets in such plats, other than the owners of the abutting lots, had one year from July 1, 1972 to institute suit to establish or enforce the right, and that failure to institute the action within the time specified "shall bar any right, title or interest, and all right of forfeiture or reversion shall thereupon cease and determine, and become unenforceable." No such action appears of record as to the instant reversionary interest. While some title examiners have expressed concern with the constitutionality of the retroactive application of Section 177.085 to plats filed prior to the statute's effective date, there is no question that *United States* is controlling. I believe the County Attorney's office has previously reached the same conclusion. I am attaching a copy of a memorandum from the County Attorney's office, issued on March 31, 1998. (Exhibit "C")

I have reviewed a copy of the May 7, 2002 letter sent to you by the Town and River Civic Association, Inc. claiming that Town and River Estates, Inc., assigned its reversionary interest to the Civic Association in an "Assignment of Rights Deed of Restrictions" dated December 13, 1976, and recorded in Official Records Book 1172 Page 1204. (Exhibit "D") First, please be aware that by 1976, the Balkes' lot had already been conveyed by Town and River Estates, Inc., with no mention of its reversionary interest in the adjacent road. Therefore, there was no reversionary interest for Town and River Estates, Inc. to convey.

Furthermore, a review of the assignment document itself discloses that Town and River Estates, Inc., did not even purport to assign a reversionary interest in the road. Town and River Estates, Inc. merely assigned certain rights in the Deed of Restrictions to the Civic Association. I am providing you with a copy of the Deed of Restrictions for Town and River Estates, Inc., recorded in Official Records Book 60 Page 402 and dated April 13, 1961, as well as two amendments to the Deed of Restrictions recorded on July 7, 1961 and July 21, 1961, respectively. (Exhibits "E," "F" and "G")

The assignment did assign Town and River Estates Inc.'s authority specified in paragraph 4 of the Deed of Restrictions for approval of plans specifications and location of buildings, and the rights and remedies specified in paragraphs 25 and 26, "providing for enforcement of said restrictions for the benefit for all land owners residing therein." The assignment also included "any and all rights

Ms. Joan Henry
August 12, 2002
Page 4

preserved or dedicated under said deed of restrictions to an 'Association.'" Again, however, no reference to the reservation contained in the plat is mentioned. Also, as the plat of Town and River Estates, Inc., Section 1, Unit A, does not refer to the subsequently recorded Deed of Restrictions, and neither the Deed of Restrictions nor the assignment were referred to in any deed I have seen, it appears that these assigned rights themselves may be extinguished by operation of the Marketable Record Title Act.

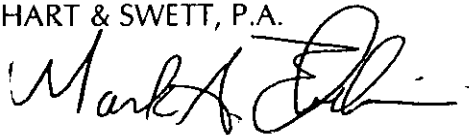
Furthermore, it should be noted that the assignment was executed on November 30, 1976. Town and River Estates, Inc.'s articles were "cancelled" on September 3, 1976, for nonpayment of its annual filing fees, according to the website maintained by Division of Corporations. In any event, even if Town and River Estates, Inc. had attempted to assign its reversionary interest in East Town and River Road to the Civic Association, the reversionary interest in the Vacation Parcel had already been conveyed to the abutting property owners by the date of the assignment.

I would also like to comment on the merit of the petition itself. The lot lying just south of the Balkes' property, Lot 16 of Block D, is located in a later recorded subdivision of the Town and River Estates community, Unit 4, recorded in Plat Book 24 Page 60. The Barraco and Associates' sketch, and the County's intergraph map clearly show that there is absolutely no need or purpose for a public road interest in the Vacation Parcel, and that vacation of the County's road interest would be in harmony with the existing improved road and the scheme of development in this community.

I assume this correspondence is sufficient for the vacation process, and adequately responds to your letter of May 20, 2002.

Very truly yours,

KNOTT, CONSOER, EBELINI,
HART & SWETT, P.A.



Mark A. Ebelini
MAE/dmf
Enclosures

cc: Harry A. Balke, III & Pamela J. Balke

2384633

THIS WARRANTY DEED made this 27th day of December, 1987 by

WALTER E. WHITESIDE, an unmarried male,
hereinafter called the grantor, to

HARRY A. BOLLE III and CAMELA J. BOLLE, Husband & Wife,

whose post office address is 6525 E. Town and River Dr. ✓
Ft. Myers, FL 33919

herein called the grantees;
(whenever used herein the terms "grantor" and "grantee"
include all the parties to this instrument and the
heirs, legal representatives, and assigns of individuals,
and the successors and assigns of corporations)

WITNESSETH: That the grantor, for and in
consideration of the sum of \$10.00 and other valuable considerations,
receipt whereof is hereby acknowledged, hereby grants, bargains,
sells, aliens, remises, releases, conveys and confirms unto the
grantees, all that certain land situate in LEE county, Florida, viz:

Section 1, Block D, Lot 17 and Tract C of that certain Subdivision
known as Section 1, Unit A, TOWN AND RIVER ESTATES, according
to the Plat thereof as recorded in Plat Book 12, pages 143 and
144, in the Public Records of Lee County, Florida.

TOGETHER with all the tenements, hereditaments
and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple
forever.

AND the grantor hereby covenants, with said grantee that the
grantor is lawfully seized of said land in fee simple; that the
grantor has good right and lawful authority to sell and convey
said land; that the grantor hereby fully warrants the title to
said land and will defend the same against the lawful claims of
all persons whomsoever; and that said land is free of all
encumbrances, except taxes accruing subsequent to December 31, 1987,
restrictions, covenants and easements of record, if any.

IN WITNESS WHEREOF, the said grantor has signed
and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence

Jennifer R. McCarty
Witness
Patricia A. Hester
Witness

Walter E. Whiteside LS
WALTER E. WHITESIDE,
LS

Witness LS

Witness LS

Witness LS

Page 1 of 2
Dues and Tax \$ 612.00
Mangum Tax #2
Lee County, FL
Deputy Clerk



196162404

State of FLORIDA
County of LEE

I HEREBY CERTIFY that on this day, before me, an officer duly
authorized in the State aforesaid and in the County aforesaid
to take acknowledgements, personally appeared

WALTER E. WHITESIDE, an unmarried man

to me known to be the person described in and who executed the
foregoing instrument and he acknowledged before me that he
executed the same.

WITNESS my hand and official seal in the County and State last
aforesaid this 29th day of December, A.D. 1987.

Patricia A. Heck (Notary Seal)

Notary Public; State of Florida at Large
My Commission Expires August 4, 1991
Bonded thru Agent's Notary Brokerage

This instrument prepared by: Guardian Title Services Corporation
13391 McGregor Boulevard
Fort Myers, Florida 33907

RETURN TO GRANTEE

Dec 30 10 51 AM '87
RECORDED & RETURNED
D. J. [Signature]

5.25-
12.60-
4.75-

FORM 813 FLORIDA Warranty Deed (Post-1967)

420636

THIS INSTRUMENT IS SUBJECT TO THE TERMS OF THE LEASE, PLAT 103, PAGES 103 AND 104

PLAT 103 PAGE 103

This Indenture

Made this 8th day of November, A. D. 1966.

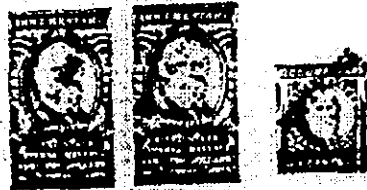
Between TOWN & RIVER ESTATES, INC. a corporation existing under the laws of the State of Florida having its principal place of business in the County of Lee State of Florida party of the first part, and Mrs. Ann Rose and Miss Suzanne Rose R.D. #2, Mount Pleasant, Pennsylvania of the County of part 1st of the second part, and State of Pennsylvania

Witnesseth, That the said party of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations has granted, bargained, sold, aliened, remised, released, conveyed and confirmed, and by these presents doth grant, bargain, sell, alien, remise, release, convey and confirm unto the said parties of the second part, and their heirs and assigns forever, all that certain parcel of land lying and being in the County of Lee and State of Florida, more particularly described as follows:

Section 1, Block D, Lot 17 and Tract "C" of that certain subdivision known as Section 1, Unit A, TOWN & RIVER ESTATES, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 12 at pages 143 and 144.

STATE OF FLORIDA
RECORDING TAX
1260
PAID

11893
217



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, reversion, remainder and easement thereto belonging or in anywise appertaining:

To Have and to Hold the same in fee simple forever.

And the said party of the first part doth covenant with the said parties of the second part that it is lawfully seized of the said premises; that they are free of all incumbrances; and that it has good right and lawful authority to sell the same; and the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said party of the first part has caused these presents to be signed in its name by its President, and its corporate seal to be affixed, attested by its

TOWN & RIVER ESTATES, INC.

By Carl M. Crayle
President.

Signed, Sealed and Delivered in Our Presence:

EXHIBIT
B

REF. 382 REC 104
State of Florida,

County of Lee

I HEREBY CERTIFY. That on this 8th day of November A. D. 1966,
before me personally appeared Carl M. Voyles President ~~XXX~~
representing TOWN & RIVER ESTATES, INC., a corporation
under the laws of the State of Florida, to me known to be the
persons described in and who executed the foregoing conveyance to
Mrs. Ann Rose and Miss Suzanne Rose

and severally acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned; and that they affixed
thereto the official seal of said corporation, and the said instrument is the act and
deed of said corporation.

WITNESS my signature and official seal at Fort Myers
in the County of Lee and State of Florida, the day and
year last aforesaid.

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 26, 1969
RENEWED THROUGH FIELD IN BOSTON

My Commission Expires _____

Phyllis Ladd
Notary Public

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
1966 VERIFIED

Nov 15 1 42 PM '66

D. T. FARABEE
CLERK CIRCUIT COURT
BY *[Signature]* S.C.



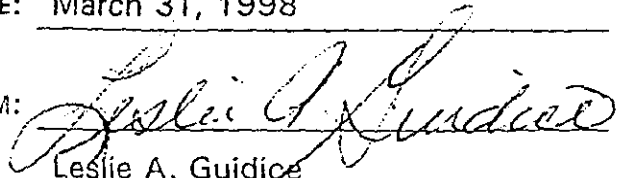
TO
FROM CORPORATION
Date
ABSTRACT OF DESCRIPTION

Warranty Deed

MEMORANDUM
FROM THE
OFFICE OF COUNTY ATTORNEY

DATE: March 31, 1998

To: John J. Fredyma
Assistant County Attorney

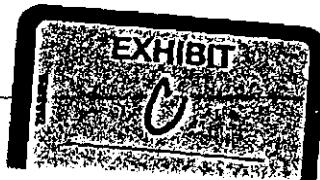
FROM: 
Leslie A. Guidice
Legal Research Assistant

RE: Request for Legal Research

Pursuant to your legal research request regarding the effect of a right-of-reverter as it pertains to property conveyed for highway purposes where the use as a public highway has been terminated or otherwise discontinued dated March 20, 1998, I have conducted the following research. I began my research with Fla. Stat., §336.12, which reads as follows:

Florida Statute, §336.12 Closing and Abandoning of roads; termination of easements; conveyance of fee. The act of any commissioners in closing or abandoning any such road, or in renouncing or disclaiming any rights in any land delineated on any recorded map as a road, shall abrogate the easement theretofore owned, held, claimed or used by or on behalf of the public and the title of fee owners shall be freed and released therefrom; and if the fee of road space has been vested in the county, same will thereby surrendered and will vest in the abutting fee owners to the extent and in the same manner as in case of termination of an easement for road purposes.

The statute clearly reads that if the county has an easement in the road and the road is abandoned, the title to the land is simply released from that easement. The problem then becomes the one in which a right-of-reverter is included in the original granting of the easement. In United States v. 16.33 Acres of Land In County of Dade, 342 So.2d 476 (Fla. 1977), the Supreme Court of the United States certified to the Supreme Court of Florida the question of whether Florida law gave successor in interest to original developer any interest in condemned property. In this case, the original developer dedicated platted roads to the perpetual use of the public for the purpose of building roads, but retained a reversionary interest in the granted property. Subsequently, the developer sold off the lots in the subdivision without any mention of the right-of-reverter in the deeds. The Court determined that the developer had conveyed, together with the lots, his reversionary interest in the easements. The Court reasoned that the lots were conveyed subject to the easements and that the abandonment of the roads simply released the new lot owners from the restrictions



John J. Fredyma
March 31, 1998
Page 2

Re: Request for Legal Research

of the easements. The Court went on to state that since there was no mention of reversionary interest in the subsequent conveyances of the property, the lot owners took title to the property to the center of the abutting roadway, and the abandonment of the road relieved the property from the restrictions of the easements. The Court finally states that absent any clear intention of the grantor to retain the reversionary interest in the public roads, upon abandonment of those easements by the government, the abutting landowners' title is relieved of any easement and the title then reaches to the center of the abutting roadway. See *Also, Dean v. MOD Properties, Ltd.*, 528 So.2d 432 (5th DCA 1988), in which the Court clearly reiterated the decision and the reasoning of the Court in United States, supra.

In Emerald Equities, Inc. V. Hutton, 357 So.2d 1071 (2d DCA 1978), the Court distinguished the facts of this case from the facts in United States, supra, stating that ...the abutting fee owners had a common grantor and the question was not whether fee reverted to the abutting land owners because they were abutting owners, but whether the fee was conveyed to abutting owners because the grantor had failed to reserve any interest in the roadway in the deeds to the abutting owners. The Court in Emerald, supra, went on to state that without a specific reservation of a reversionary interest in the public streets, the grantor has conveyed any interest that he may have had in the public streets to the grantee.

In Peninsular Point, Inc. V. South Georgia Dairy Co-op, Inc., 251 So.2d 690 (1st DCA 1971), the Court concluded that the reversionary interest in the original granting of the public roads be vested in the original grantor. The Court reached this obviously contrary holding because the right-of-reverter was mentioned in the plat of the subdivision and mentioned in the subsequent deeds conveying the lots. The Court stated that where there is a clear intent on the part of the original grantor to retain a reversionary interest in the roads, the abandonment of such roads clearly conveys to the grantor the interest in the roads because the subsequent owners took title to the property with notice of the grantor's intention to reserve his interest in the roads.

In regard to your research request and the two situations at hand, I believe that it is clear that if the deeds from the grantor to the grantee are silent on the right-of-reverter in the grantor, the present owners have title to the property to the center of the abutting road. However, if the grantor made mention in the deed to the present owners that he maintained a right-of-reverter, it is clear that he demonstrated an intent to keep that right and would therefore, have title to the roadway once it is abandoned.

John J. Fredyma
March 31, 1998
Page 3

Re: Request for Legal Research

I have attached the above-mentioned cases for your review. If there is anything else you need me to do on this matter, please advise. I hope this will help.

Leslie

cc: Timothy Jones, Assistant County Attorney
Robert W. Gray, Deputy County Attorney

968537

REC-1172 PC1204

RECORDED IN OFFICIAL RECORDS OF LEE COUNTY, FLORIDA
Dec 13 11 42 AM '76
CLERK OF CIRCUIT COURT
LEE COUNTY, FLORIDA

ASSIGNMENT OF RIGHTS
DEED OF RESTRICTIONS
TOWN & RIVER ESTATES
SECTION 1, UNIT A

THE UNDERSIGNED being the author and grantor of that certain Deed of Restrictions dated the 13th day of April, 1961, and recorded in Official Record Book 60, at Page 402, and amended on the 7th day of July, 1961, and recorded in Official Record Book 75, at Page 447, of the Public Records of Lee County, Florida binding all of the owners of property lying in the above titled unit of TOWN & RIVER ESTATES, does hereby assign to the TOWN & RIVER CIVIC ASSOCIATION INC., the following rights reserved unto TOWN & RIVERS ESTATES, INC., in said restrictions:

1. That authority specified in Paragraph four (4) of said restrictions for approval of plans, specifications, and locations of buildings and any and all alterations and additions thereto.
2. Those rights or remedies specified in Paragraphs twenty-five (25) and twenty-six (26) of said restrictions, providing for enforcement of said restrictions for the benefit of all landowners residing therein.
3. Any and all rights preserved or dedicated under said Deed of Restrictions to an "association" shall be construed as preserved and dedicated to the TOWN & RIVER CIVIC ASSOCIATION, INC

IN WITNESS WHEREOF, I have hereunto set my hand and seal this 3rd day of November, 1976.

RECORDED - SAL. CLERK
BY C. MURPHY D.C.

WITNESSES:

Ruth G. Miller
Charles P. Pippard

Carl M. Doy (SEAL)
President

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared Carl M. Doy to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of November, 1976.

Thomas M. McQuinn
Notary Public
State of Florida at Large

My Commission Expires:
Notary Public, State of Florida at Large,
My Commission expires on 12, 1980





No, trade, business, profession or other type of commercial activity shall be carried on upon any of the land

2. NO TRADE, BUSINESS, PROFESSION, ETC.

All of the lots in TOWN & RIVER ESTATES, including their household servants and guests. Only one building shall be erected to the lot and buildings restricted to the use of one family may be erected. A construction shed may be placed on a lot and remain there temporarily during the course of active construction of a residence. Otherwise, no portable buildings or trailers may be moved on a lot. All buildings shall be of one story construction.

1. RESIDENTIAL USE:

assigns, to-wit: property or any portion thereof, their heirs, successors and their assigns, and upon whom and every person and corporation who or which shall hereafter become the owners of said property, does hereby declare said property to be subject to the following restrictions, reservations and conditions and binds himself, his heirs, assigns, successors and their assigns, to-wit:

NOW, THEREFORE, the said grantor in consideration of the sum of \$10,000.00 to the grantor set out herein, do hereby convey to purchasers for the proper uses and purposes of the aforesaid lands be enforced; and that upon the terms of the aforesaid lands be enforced; and that in the event of the grantor that certain uniform restrictions known as TOWN & RIVER ESTATES, SECTION 1, UNIT "A", a subdivision located in the county of Lee, State of Florida, as recorded in the public records of Lee County, Florida, in Plat Book 12, at pages 143 and 144 and 145, shall be enforced.

ALL FUTURE OWNERS OF LANDS IN THAT CERTAIN PORTION OF LEE COUNTY, FLORIDA, KNOWN AS TOWN AND RIVER ESTATES, SECTION 1, UNIT "A", a subdivision as per plat or map thereof recorded in Plat Book 12 at pages 143 and 144, public records of Lee County, Florida.

DEED OF RESTRICTIONS

260831

60

covered by these restrictions. This shall not prevent an owner of a single family residence building from renting said property for residential use.

3. LAWNS AND LANDSCAPING

All lawns in front of the property shall extend to the pavement line. No gravel or black-top or paved parking strips are to be allowed except as approved on the plot plan of the plans and specifications.

4. APPROVAL OF PLANS, SPECIFICATIONS AND LOCATION OF BUILDINGS:

In order to insure that the homes and other buildings in TOWN & RIVER ESTATES will preserve a uniformly high standard of construction, no building or other structure shall be erected, placed, or remain on any building lot in this subdivision until a set of plans of the working drawings and specifications, including a plot plan showing the location of the buildings or other structures, terraces, patios, walls, fences, driveways, docks, poles, property lines and setbacks, is submitted to the Grantor or to an association of the landowners and approved by the Grantor or said association of landowners as meeting the requirements of these restrictions and as being in accordance with the building, plumbing and electrical code in effect at the time construction or alteration of any such building has begun. Refusal of approval of plans and specifications and location by the owner or an association may be based on any ground, including purely aesthetic grounds which in the sole and uncontrolled discretion of the owner or association shall seem sufficient. No alterations in the exterior appearances of buildings or structures shall be made without approval. The provisions herein contained shall apply equally in repair, alteration or modification made in any building wall or other structure.

The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Grantor or association or any of the lot owners from enforcing these provisions.

The Grantor herein may offer all of the individual lot owners in this subdivision an opportunity to form an association of lot owners and, upon the formation of said association, the Grantor shall assign to said association equal rights to approve plans, specifications and locations of buildings and to enforce these restrictions.

5. SETBACK AND MINIMUM SQUARE FEET AREA

All buildings erected or constructed in TOWN & RIVER ESTATES shall conform in area and setback limitations to the following table (no building shall be erected on any lot which does not comprise at least the number of square feet designated in this table):

Minimum sq. ft. living area	Canal or Waterway	Front	Setback Requirements - Back	Sides	Exceptions:
1400	23'	25'	25'	15'	Block A, Lots 1-39 incl. No rear setback

Where two or more lots are acquired and used as a single building site, the side lot lines shall refer only to the lines bordering on the adjoining property owner.

6. METHOD OF DETERMINING SQUARE FEET AREA

The method of determining the square footage of proposed buildings and structures or additions and enlargements thereto shall be to multiply the outside horizontal dimensions of the living area of the building or structure.

7. LOCATION OF GARAGES

No garage ~~shall~~ shall be erected which is separated from the main building. Each house shall include a double garage ~~in~~.

8. BOATS, BOATHOUSES AND ANCHORAGE

Boat landings, docks, piers and mooring posts shall be constructed only in accordance with plans and specifications therefor approved in writing by the Grantor or association. The owners and occupants of land in the subdivision shall have an easement in common for the purposes of navigation on all waterways. Docks, piers or mooring posts shall not be constructed so as to extend beyond a distance of eight feet from lot line or as provided by governmental authorities. However, dolphin piling may be installed beyond said distance, not to extend beyond a distance of fifteen feet from the lot line. No boathouse shall be constructed on or adjacent to any of the waterfront lots in said subdivision, nor shall any boat canal or slip be dug or excavated into any of the waterfront lots unless the same is approved in writing by the Grantor or association. No vessel or boat shall be anchored off shore in any of the waterways adjacent to the subdivision so that the same shall in any wise interfere with navigation.

9. FILLING IN

No lot or parcel shall be increased in size by filling in the waters on which it abuts.

10. SEAWALLS

No seawalls shall be erected or constructed by any Grantee, applicant, purchaser or optionee except to a common plan, approved by the Grantor and/or company or association. The Grantor and/or company or association reserves the right and option, however, to construct a seawall along the lot lines on any and/or end, bar, or all waterways of said subdivision. Upon the completion of any such seawall erected by the Grantor and/or company or association on any waterway, the actual cost of such seawall shall be paid pro-rata based on the lineal front footage of said lot bordering said waterway by each and every lot owner bordering on said waterway, and after the completion of the construction by the Grantor and/or company or association of any such seawall, a lien shall arise and is hereby created in favor of the Grantor and/or company or association and against each and every abutting lot owner for the full amount chargeable to each lot, and the amount payable by each abutting lot owner shall be due upon the completion of such seawall. The lien for such seawall shall be enforceable in law or in equity according to the provisions of Chapter 84, Florida Statutes by Grantor and/or company or association and the cost of collecting such liens shall be paid by the grantee, applicant, purchaser or optionee, including attorney's fees. Should Grantor and/or company or association permit Grantee, applicant, purchaser or optionee to construct their own seawall, the same must be approved by the Grantor and/or company or association, and shall be similar in height and appearance to adjoining lots.

11. WALLS

No boundary wall shall be constructed with a height of more than five feet above the ground level of adjoining property and no boundary line hedge or shrubbery shall be permitted with a height of more than five feet. Waterfront walls of solid construction or solid waterfront hedges shall not be permitted in excess of three feet in height. Such walls or hedges where partially open will be permitted to a height of not more than five feet. The heights or elevations of any wall shall be measured from the existing property elevation. Any questions as to such heights may be conclusively determined by the Grantor or association.

12. ANIMALS, ETC.

No animals, birds or reptiles of any kind shall be raised,

bred or kept on any lot except that dogs, cats and other household pets may be kept, provided they are not kept, bred, or maintained for any commercial purpose. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance.

13. DRILLING OIL, ETC.

No oil, drilling, oil development operations, oil refining, quarrying or mining operations of any kind, shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

14. NUISANCES

No activity or business of any act shall be done upon the property covered by these restrictions which may be or may become an annoyance or nuisance to the neighborhood.

15. GARBAGE CONTAINERS

All garbage or trash containers, oil tanks and bottle tanks must be underground or placed in walled-in areas so that they shall not be visible from the adjoining properties.

16. CLOTHES DRYING AREA

No outdoor clothes drying shall be allowed except in the rear yard and in the case of corner lots may not be placed within 10 feet of the side street line. On waterfront lots, the clothes drying area shall be on the side yard of the lot and shall be shielded from view through the use of shrubbery.

17. SIGNS AND DISPLAYS

No For Rent or For Sale signs larger than 216 square inches shall be erected or displayed on this property or on any structure unless the placement and character, form and size of such sign be first approved in writing by the Grantor or association. No signs of a commercial nature shall be erected.

18. UTILITY AND DRAINAGE EASEMENTS AND DEDICATIONS

There are hereby reserved for the purpose of installing and maintaining public, quasi-public and/or private utilities and drainage and for such other purposes incident to development of the property contain easements, all of which will be shown on the recorded plat. The aforementioned easements shall be confined to five feet along the front and side of each lot.

19. The Grantor hereby expressly reserves the right to replot that portion of the subdivision lying to the west of a line formed by extending the line dividing Lots 17 and 18 in Block "B" in a North-South direction to the boundaries of the subdivision; this reservation to include the right to close or alter the bounds of presently existing roads, excavate additional waterways or change the course of existing waterways, alter the bounds of easements or dedicate new easements, or to do any other act necessary or felt desirable by the Grantor in order that the final plat of the subdivision may conform to a certain master development plan being used by the Grantor. No permission or consent of any owner of lands in this subdivision shall be necessary as a condition precedent to any action in accord with the foregoing that the Grantor may take. In addition the Grantor or association hereby reserves the right to dedicate the roads, streets, avenues, waterways and necessary easements abutting the lots in TOWN & RIVER ESTATES to public use without consent of any grantee or owner of lands in this subdivision.

20. MAINTENANCE OF PREMISES

No weeds, underbrush or other unsightly growths shall be permitted to grow or remain upon the premises hereby conveyed, and

No refuse pile or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon; and in the event that the Grantee herein shall fail or refuse to keep the demised premises free of weeds, underbrush or refuse piles or other unsightly growths or objects, then the Grantor or association may enter upon the lands and remove the same at the expense of the owner, and such entry shall not be deemed a trespass.

21. NO TEMPORARY BUILDING

No tents and no temporary or accessory building or structure shall be erected without the written consent of the Grantor or association.

22. WAIVER OF RESTRICTIONS

The failure of the Owner or association to enforce any building restriction, covenant, condition, obligation, right or power herein contained, however long continued shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

23. SEWERS

The Grantee, applicant, purchaser or optionee does hereby acknowledge that the Grantor and/or company or association may act in his behalf and be empowered to contract for the installation of a sewage disposal plant and collection system. The Grantee, applicant, purchaser or optionee agrees that he shall be liable for and shall promptly pay that portion of the cost of said sewage disposal plant and collection system as shall be allocated to the lot, or lots, owned by the Grantee, applicant, purchaser or optionee in TOWN & RIVER ESTATES, said cost shall be apportioned among the several lots in TOWN & RIVER ESTATES, on an equal basis. The Grantee, applicant, purchaser or optionee agrees that payment shall be due and payable immediately upon the letting of the contract for any of the aforesaid improvements, and the Grantee, applicant, purchaser or optionee further agrees that upon failure to make payments for such improvements promptly upon notification, a lien shall arise for the proportionate cost thereof and said lien shall be enforceable in the manner provided by the laws of Florida Chapter 34 Florida Statutes by TOWN & RIVER ESTATES or association, and all court costs and attorneys' fees incurred in the collection of such liens shall be paid by the Grantee, applicant, purchaser or optionee. The judgment of the Grantor and/or company or association, if an association has been formed, as provided in Paragraph 4, in the letting of the contract and in the expenditure of said funds shall be final. In consideration of the installation of the aforementioned utilities, the Grantee, applicant, purchaser or optionee shall be vested with the right to use the sewage disposal plant and system, subject to the payment of the rates as set by the utility company. The Grantee, applicant, purchaser or optionee shall install all sewer and septic tank outlets so that a direct connection can be made to the nearest street or to such utility easement as shall be designated by the Grantor and/or company or association.

24. WATER

The Grantee, applicant, purchaser or optionee does hereby acknowledge that the Grantor and/or company or association may act in his behalf and be empowered to contract for the installation of a water distribution system and/or treatment plant including drilling and construction of wells if used. The Grantee, applicant, purchaser or optionee agrees that he shall be liable for and promptly pay that portion of the cost of said water distribution system, including treatment plant and wells if used, as shall be allocated to the lot, or lots owned by the Grantee, applicant, purchaser or optionee in TOWN & RIVER ESTATES, said cost shall be apportioned among the several lots in TOWN & RIVER ESTATES on an equal basis. The Grantee, applicant, purchaser or optionee agrees that payment shall be due and payable immediately

upon the letting of the contract for any of the aforesaid improvements, and the Grantee, applicant, purchaser or optionee further agrees that upon failure to make payments for such improvements promptly upon notification, a lien shall arise for the proportionate cost thereof and said lien shall be enforceable in the manner provided by the laws of Florida chapter 34 Florida Statutes by TOWN & RIVER ESTATES or associations, and all court costs and attorneys' fees incurred in the collection of such liens shall be paid by the Grantee, applicant, purchaser or optionee, or his assignee. The judgment of the Grantor, and/or company or association, if an association has been formed, as provided in Paragraph 4, in the letting of the contract and in the expenditure of said funds shall be final. In consideration of the installation of the aforementioned utilities, the Grantee, applicant, purchaser, or optionee shall be vested with the right to use the said water distribution system including treatment plant, and wells if used, subject to the payment of the rates as set by the utility company. The Grantee, applicant, purchaser or optionee shall install all water lines so that a direct connection can be made to the nearest street and/or to such utility easement as shall be designated by the Grantor and/or company or association.

25. RIGHTS OF GRANTOR OR ASSOCIATION

The Grantor or association reserves the right to itself, its agents, employees or any contractor or subcontractor dealing with the Grantor or association, to enter upon the land covered by these restrictions, for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to, completing any dredging, filling, grading or installation of drainage, water lines or sewer lines. These reserved rights in the Grantor or association shall also apply to any additional improvements which the Grantor or association has the right by not the duty to install, including but not limited to any street, sidewalks, curbs, gutters, beautifications or any other improvements. In this respect, the Grantor or association agrees to restore said property to its condition, at the time of said entry, and shall have no further obligation to the Grantee in connection therewith.

26. REMEDIES FOR VIOLATIONS

Violation or breach of any condition, restriction or covenant, herein contained by any person or concern claiming under the Grantor, or by virtue of any judicial proceeding, shall give the Grantor or association or individual lot owner of said subdivision, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantor or association or individual lot owner shall have the right, whenever there shall have been built on any lot any structure which is in violation of these restrictions to enter upon the property where such violation of these restrictions exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass.

27. ADDITIONAL RESTRICTIONS AND AMENDMENTS

The Grantor or its successor reserves the right to hereafter; from time to time; amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from the Grantee on any lots owned by the Grantor. No residential lot shall be subdivided into two or more lots. All construction shall be of new material.

28. INVALIDITY CLAUSE

Invalidation of any of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

29. MEANING OF TERMS AS USED HEREIN:

Grantor means TOWN & RIVER ESTATES, INC., a Florida corporation, its successors and assigns. SUBDIVISION means TOWN & RIVER ESTATES SUBDIVISION, Section 1, Unit "A", per plat or map thereof recorded in Plat Book 12 at pages 143 and 144 of the public records of Lee County, Florida. GRANTEE means the person or persons or concern to whom the Grantor first conveys the land herein described, or any part thereof, and his, her, their or its heirs, executors, administrators, personal representatives, successors and assigns and all persons or concerns claiming by, through or under such Grantee; and wherever in this instrument the masculine is used, it shall include the feminine and neuter, as the context may require.

30. DURATION OF RESTRICTIONS:

The foregoing agreements, covenants, restrictions and conditions shall constitute an easement and servitude in and upon the lands hereindescribed running with the land and shall be deemed for the benefit of all the lands in the subdivision, and it shall be and remain in full force for twenty-one (21) years from the date of the recording of this instrument after which they shall be automatically extended for successive periods of ten (10) years each, unless by vote of a majority of the then owners of the lots in the subdivision it is agreed to change them in whole or in part.

31. RESTRICTIONS UNIFORM

By accepting a deed to lands in this subdivision, the Grantee agrees that the foregoing restrictions, limitations, covenants and conditions are made as part of the consideration for the conveyance and as part of the purchase price of the above described lands and that they are covenants running with the land and shall be binding upon the Grantee and all subsequent owners.

IN WITNESS WHEREOF, the Grantor has hereunto affixed its corporate seal and the signature of its President and Secretary this 13 day of April, A. D. 1961.

ATTEST:

TOWN & RIVER ESTATES, INC.
A Florida Corporation

Carl M. Vojta
Secretary
(Corporate Seal)

By: *John A. Scott*
President

STATE OF FLORIDA }
COUNTY OF LEE } ss:

STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
This 13th Day of April 1961, and in OR
Book 10 Page 1402 and Record Verified
D. I. FARABEE By *E. J. [Signature]*
Clerk Circuit Court Deputy Clerk

On this 13 day of April, A. D. 1961, before me, a notary public, personally came JOHN A. SCOTT to me well known to be the President of TOWN & RIVER ESTATES, INC., a Florida corporation, and who executed the foregoing instrument in the name of the corporation and acknowledged the same to be his free act and deed.

Notary Public, State of Florida at Large
My Commission Expires June 22, 1964
Bonded by American Surety Co. of N.Y.

Richard D. [Signature]
Notary Public

267131

75 MI 447

AMENDMENT TO DEED OF RESTRICTIONS

FROM: TOWN & RIVER ESTATES, INC., A FLORIDA CORPORATION, GRANTOR
TO: ALL PRESENT AND FUTURE OWNERS OF LANDS, LOTS, TRACTS OR PARCELS LYING AND BEING IN TOWN & RIVER ESTATES, UNIT ONE, SECTION "A", AS PER PLAT OR MAP THEREOF ON FILE IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, IN PLAT BOOK 12, AT PAGE 143.

KNOW ALL MEN BY THESE PRESENTS, that in consideration of the facilitation of the future development of the above described lands, and in consideration of the terms and provisions herein contained, that the Grantor herein, being the same Grantor of that certain Deed of Restrictions recorded in Official Record Book 60, Page 402, of the public records of Lee County, Florida, dated April 13, 1961, does hereby amend and alter said deed of restrictions as recorded aforesaid in the manner following:

1. The Grantor herein does hereby irrevocably modify Paragraph 27 thereof as follows: Add "provided, however, that this paragraph shall not be used for the purpose of reducing or down-grading the standard or quality of the restrictions in effect in the subdivision in which this property is located and provided further that this paragraph shall not be used to change the residential character of the property in this subdivision".

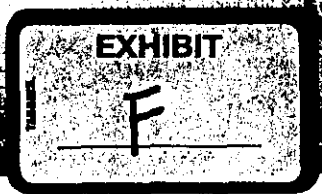
2. That the said TOWN & RIVER ESTATES, INC. does further acknowledge that any liens that might arise under Paragraphs 20, 23 and 24 of the said original Deed of Restrictions and relating to seawalls, sewer and water systems or installations shall be subordinate and inferior to any bona fide permanent mortgage or construction money mortgage, financing incurred by residential lot owners as a result of building on such premises and which mortgage loans are made by any bona fide bank, savings and loan, insurance company or other institutional lender.

IN WITNESS WHEREOF, the said TOWN & RIVER ESTATES, INC. has hereunto set its hand and seal this 7 day of July, A. D. 1961.

TOWN AND RIVER ESTATES, INC.

By: John C. Sweet
President

ATTEST: Carl M. Vojtko
Secretary



75 447

STATE OF FLORIDA }
COUNTY OF LEE } ss:

BEFORE ME, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared JOHN SCOTT and CARL M. VOYLES, President and Secretary respectively of TOWN & RIVER ESTATES, INC., a corporation duly organized and existing under the laws of the State of Florida, and they acknowledged that they executed the foregoing Amendment to Deed of Restrictions for the uses and purposes therein set forth.

SWORN TO and subscribed before me this 7 day of July, A. D. 1961.

Richard D. DeBart
Notary public

My Commission Expires:
Notary Public, State of Florida at Large
My Commission Expires June 22, 1964
Qualified American Society of N.Y.



STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
Filed 17th Day of July 1961 Record In 1361
Book 75 Page 1447 and Record Verified
D. T. FAIRBEE
Clerk Circuit Court



867433

78 240

175

AMENDMENT TO DEED OF RESTRICTIONS

FROM: TOWN & RIVER ESTATES, INC.

TO: ALL FUTURE OWNERS OF LANDS, LOTS, TRACTS OR PARCELS LYING AND BEING IN SUCH SUBDIVISION AS FILED AND RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, IN PLAT BOOK 12, PAGE 143.

KNOW ALL MEN BY THESE PRESENTS, that pursuant to the terms and provisions of that certain Deed of Restrictions recorded in OR Book 60, Page 402, dated April 13, 1961, said TOWN & RIVER ESTATES, INC., does hereby amend and alter such restrictions as recorded, in the manner following:

1. Delete last sentence of Paragraph One (1), "All buildings shall be of one story construction".
2. Delete the words "or carporte" and "or double carporte" from Paragraph Seven (7).
3. Paragraph Ten (10) shall be amended by the substitution of the following words....."No seawalls shall be erected or constructed by any Grantee, applicant, purchaser or optionee, except with the express written permission of the Grantor and/or company or association.
4. Delete paragraph twenty-three (23) in its entirety.
5. Delete paragraph twenty-four (24) in its entirety.

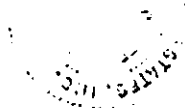
IN WITNESS WHEREOF, the said TOWN & RIVER ESTATES, INC., has hereunto set its hand and seal this 21 day of July, A. D. 1961.

TOWN & RIVER ESTATES, INC.

(Corporate Seal)

By: John A. Scott
President

Attest: Carl M. Vinyler
Secretary



RE: 78-11241

STATES OF FLORIDA }
COUNTY OF LEE } ss:

Before me, the undersigned authority, authorized to administer oaths and take acknowledgments, personally appeared JOHN SCOTT and CARL M. VOYLES, President and Secretary, respectively of TOWN & RIVER ESTATES, INC., a corporation duly organized and existing under the laws of the State of Florida, and they acknowledged before me that they executed the foregoing Amendment to Deed of Restrictions for the uses and purposes therein set forth.

SWORN to and subscribed before me this 21st day of July, A. D. 1961.

Shirley J. Lunnedy
Notary Public

My Commission Expires:
Oct 16, 1963

STATE OF FLORIDA, COUNTY OF LEE
FILED FOR RECORD
this 21st Day of July, 1961 Record in OK
Book 76 Page 240 and Record Verified.
D. T. FARABEE By J. K. Boyette
Clerk Circuit Court Deputy Clerk



Florida Power & Light Company

November 9, 2000

Mr. Harry Balke
6525 E. Town and River Drive
Fort Myers, Florida 33919

Re: Vacation of right-of-way or road easement at 6525 E. Town and River Drive

Dear Mr. Balke:

Florida Power and Light has no objection to the vacation of the right-of way or road easement as shown on the attached sketch.

If you have any questions please contact me at 415-1315.

Sincerely,

A handwritten signature in cursive script that reads "Janice Holton".

Janice Holton
Distribution Designer



2212 McGregor Boulevard
Fort Myers FL 33901
Phone (941) 334-8055
Fax (941) 334-7023
Internet www.adelphia.net

November 7, 2000

Mr. & Mrs. Harry Balke
6525 E. Town & River Rd.
Fort Myers, FL 33919

Re: Vacation of easement

Dear Mr. & Mrs. Balke,

Adelphia has reviewed your request for vacation of the public interest in the right-of-way or road easement located at 6525 E Town & River Rd. We have no conflict with this vacate. All of our cable is in the rear easement.

If you should have any further questions or need more information, please do not hesitate to contact me.

Cordially,

Jim Erp
General Manager

301 Tower Road
Naples, FL 34113
Collier: 941-732-3834
Lee: 941-432-1801
FAX: 941-992-1289



May 6, 2002

Pam and Harry Balke
6525 E. Town and River Dr.
Fort Myers, Florida 33919

Re: Vacation of the area from and including Lot 17's 6-foot portion of the 12' Utility Easement centered on the lot line common to Lots 17 and 18, Block D, Unit A in the Town and River Subdivision, Lee County, Florida as recorded in Plat Book 12 Page 143 less and except the north/east 6 feet and the south/west 6 feet thereof, west to the E. Town and River Drive right-of-way.

Dear Mr. And Mrs. Balke:

Comcast has reviewed the plans of the above referenced properties. Comcast has no conflict with the easement vacation from and including Lot 17's 6-foot portion of the 12-foot Utility Easement centered on the lot line common to Lots 17 and 18, Block D, Unit A in the Town and River Subdivision, Lee County, Florida as recorded in Plat Book 12 Page 143 less and except the north/east 6 feet and the south/west 6 feet thereof, west to the E. Town and River Drive right-of-way.

If I can be of any additional information regarding this project, please do not hesitate to call me.

Sincerely,

A handwritten signature in black ink that reads "Gene Howell". The signature is written in a cursive, flowing style.

Gene Howell
Construction Manager

GH/whs

301 Tower Road
Naples, FL 34113
Collier: 941-732-3834
Lee: 941-432-1801
FAX: 941-992-1289



April 2, 2002

Pam and Harry Balke
6525 E. Town and River Dr.
Fort Myers, Florida 33919

Re: Vacation of the area from and including the 12-foot Utility Easement centered on the lot line common to Lots 17 and 18, Block D, Unit A in the Town and River Subdivision, Lee County, Florida as recorded in Plat Book 12 Page 143 less and except the north/east 6 feet and the south/west 6 feet thereof, west to the E. Town and River Drive right-of-way.

Dear Mr. And Mrs. Balke:

Comcast has reviewed the plans of the above referenced properties. Comcast has no conflict with the easement vacation from and including the 12-foot Utility Easement centered on the lot line common to Lots 17 and 18, Block D, Unit A in the Town and River Subdivision, Lee County, Florida as recorded in Plat Book 12 Page 143 less and except the north/east 6 feet and the south/west 6 feet thereof, west to the E. Town and River Drive right-of-way.

If I can be of any additional information regarding this project, please do not hesitate to call me.

Sincerely,

A handwritten signature in cursive script that reads "Gene Howell".

Gene Howell
Construction Manager

GH/whs



Box 370
Fort Myers, Florida 33902-0370

November 7, 2000

Pam & Harry Balke
6525 E. Town & River Road
Fort Myers, Florida 33919

RE: Request to Vacate a Right of Way or Road Easement at
6525 E. Town & River Road

Sprint-Florida Incorporated has reviewed the documents for the above referenced information. Based on the review of the plans, we do not have any objections to vacating the record plat of road right of way.

If you should have any questions or require additional information, please give me a call at (941) 336-2030.

Sincerely,
Sprint-Florida Incorporated

A handwritten signature in cursive script that reads "Jack H. Mitchell".

Jack H. Mitchell
Network Engineer II

cc: File

11-1-00

Today's Date

~~Denise Galamboski~~
~~Pam Batke~~

Contact Person

Sprint Telephone Ms Denise Galamboski

Company Name

PO Box 37

Mailing Address

FT Myers, FL 33902

City State Zip

RE: Request for a letter of Review and Recommendation on a proposed right-of-way or road easement vacation at the following location:

To Whom It May Concern:

We intend to submit a Petition to the Lee County Board of Commissioners seeking to vacate the public interest in the right-of-way or road easement at the location identified above in order to accomplish the following purpose:

We have included a sketch or drawing of the right-of-way or road easement we desire to vacate. Please provide us with a letter of review and recommendation so we can proceed with our Petition submittal. If you have any questions, please do not hesitate to contact us directly and thank you in advance for your consideration.

Signed,

Pam + Harry Batke
6525 E. Town + River Rd
FT. Myers, FL 33919

The Petitioner

with return mailing address

and daytime telephone no. - 941 - 482 - 1525



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: (941)479-8181

Bob Janes
District One

Douglas R. St. Clair
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

March 21, 2002

Pam Balke
6525 E. Town and River Drive
Fort Myers, Fl. 33919

**SUBJECT: PROPOSED EASEMENT VACATION
6525 EAST TOWN AND RIVER DRIVE
21-45-24-03-0000D.017**

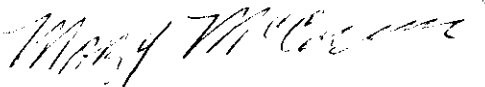
Dear Ms. Bulke:

Lee County Utilities has reviewed the proposed easement request described in your letter of March 14, 2002. Lee County Utilities has relocated the water service to the above reference property at the request and at the expense of the current property owners. This service and all other DLCU facilities are now located outside the area to be vacated, therefore, there is no objection to the vacation of this easement.

Should you have any questions, or require further assistance, please do not hesitate to contact our office at 479-8532 or 479-8181 ext. 8532.

Sincerely,

LEE COUNTY UTILITIES



Mary McCormic
Engineering Tech III
UTILITIES ENGINEERING

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number

Thursday, February 28, 2002

Bob Jaure
District One

Donald R. St. John
District Two

Ray Jindani
District Three

Andrew W. Gray
District Four

John L. Albion
District Five

Donald D. Stilwell
County Manager

James C. Younger
County Attorney

Diana M. Parker
County Hearing Examiner

Mr. & Mrs. Harry Balke
6525 East Town & River Rd.
Fort Myers, FL 33919

Re: Petition to Vacate a Vacate a portion of North Waterway Drive (a.k.a. East Town and River Road) located in Town & River Estates as recorded in Plat Book 12, Page 143, Public Records of Lee County, Florida.

Dear Mr. & Mrs. Balke:

Based on the review of the documents submitted with your request, Lee County Division of Natural Resources has no objection to the vacation of the subject right of way.

Should you have any questions, please call me at the above telephone number.

Regards,

LEE COUNTY PUBLIC WORKS DEPARTMENT



Allen L. Davies, Jr., P.S.M.
Engineer II
Natural Resources Division

-cc: Don Blackburn, Development Services
Joan Henry, County Attorney's Office
Margaret Lawson, LCDOT
Roland Ottolini, P.E., NRD

S:\NATRES\SURFACE\DOCUMENT\vac241.doc



Florida Department of Transportation

JEB BUSH
GOVERNOR

THOMAS F. BARRY, JR.
SECRETARY

April 2, 2002

Pam & Harry Balke
6525 E. Town & River Rd.
Ft. Myers, Florida 33919

RE: Proposed Vacation of a Public Easement

Dear Mr. & Mrs. Balke:

Our staff has conducted a review of your request to vacate a 12-foot wide Utility and/or Easement centered on the lot line common to Lots 17 and 18 Block D Unit A, a subdivision of Town and River Estates as recorded in Plat Book 12 Page 143, as well as extending into the area designated as "Road R/W" lying west of Lot 17 and east of Town & River Dr., Public Records of Lee County, Florida. This same area was further referenced in your letter and highlighted map of February 11, 2002.

Based on this review, we offer "No Objections" to this vacation request.

Sincerely,

A handwritten signature in black ink that reads "James W. Dunsford".

James W. Dunsford,
District R/W Administrator,
Property Management

JWD/jwd

cc: Scott Gilbertson, P.E. - Lee County
Walter McCarthy, P.E. - Lee County
Joe Philips - FDOT
Tom Garcia - FDOT

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number:

Bob Jones
District One

January 16, 2002

Douglas H. St. Gemy
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John L. Albion
District Five

Donald D. Shiwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

Mrs. Pam Balke
6525 E. Town & River Road
Fort Myers, FL 33919

**RE: Petition to Vacate
A Portion of East Town and River Road right-of-way
Adjacent to address 6525 East Town and River Road
Described on the Plat of Town and River Estates
Plat Book 12, page 143; Section 21, Township 45, Range 24**

Dear Mrs. Balke:

Lee County Department of Transportation has reviewed the letter written by Walter Stephens, P.E., regarding the above referenced petition to vacate. Based upon the engineer's statement, DOT has no objection to the vacation as proposed. DOT will reiterate the statement made in the letter of February 19, 2001; the maintenance of the area intended to be vacated falls within the description of the property maintained in the Town and River Association MSBU. The petition to vacate removes public interest in the property vacated. However, it does not negate the requirement to obtain necessary permits and/or agreements that may be required pursuant to the Land Development Code.

If you have any further questions, please contact me or Margaret Lawson regarding this petition to vacate request.

Sincerely,

DEPARTMENT OF TRANSPORTATION



Scott M. Gilbertson, P.E.
Director

MAL/SMG/mlb

cc: Don Blackburn, Development Services
Brad Vance, Division of Natural Resources
Libby Walker, MSBU Coordinator
Margaret Lawson, Right-of-way Supervisor
Terry Kelley, Lee County Utilities
Petition to Vacate File

\\LFCNW04\DATA\SHARED\DOT\DOCUMENT\Petition To Vacate\2002\East Town & River Rd ROW.doc

MEMORANDUM

LEE COUNTY
COMMUNITY DEVELOPMENT

Date: February 16, 2001

To: Board of County Commissioners
Districts 1,2,3,4,5

From: Libby Walker
MSTBU Coordinator

RE: Correspondence from Pam Balke
Town and River Issue

In an effort to clarify a little more about what has transpired regarding Ms. Balke's situation, I have briefly outlined for you, recent activities

Ms. Balke has been interested and pursuing the possibility of requesting the County vacate a portion of property abutting her property in Town and River for over a year. She has been working with Margaret Lawson on the petition process. And, although the MSTU is unable to financially support her efforts, the Advisory Committee did vote to support the request for vacation.

In January a meeting was held and attended by the various County Departments with an interest in this vacation (Co. Att'y, Dev't Service, DOT, MSTBU) and Ms. Balke. Ms. Balke was advised of her options: petition the vacation, or enter an agreement to maintain the area without ownership. Although she was a little concerned with the costs involved with the vacation, she indicated that she was still interested in pursuing the vacation.

With regard to the drainage ditch, Paul Wingard explained that the ditch provides drainage for the area and that the County needs to have clear access to the culvert for maintenance, which would require moving it to the ROW if the property was vacated. Staff further advised her of the different options she had to keep the potential engineering costs, relative to the ditch, minimized. Apparently she has found this cost to be approximately \$5,000.

While the Town and River MSTU is maintaining the property in question, they would have to expend significantly more funds to keep the area in a condition which Ms. Balke would find acceptable. Considering the other areas that the MSTU is maintaining, and other services the MSTU is responsible for, the extra funding is not available.

Should you have any questions related to this, please do not hesitate to call.

cc: County Manager
Paul Wingard, DOT
Margaret Lawson, DOT
John Fredyma, Co. Att'y
Don Blackburn, Development Services



BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: **479-8570**

Bob Janes
District One

Douglas R. St. Gemy
District Two

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

February 12, 2003

Pamela & Harry Balke
6525 East Town & River Dr.
Fort Myers, FL 33919

Re: Request to vacate a un-built portion of East Town and River Drive
Case # VAC2002-00017

Dear Mr. & Mrs. Balke:

This office has received your request to vacate a un-built portion of East Town and River Drive that is adjacent to Lot 17 and Tract "C", as recorded in Plat Book 12, Page 143. The documents submitted have complied with all of the requirements of Administrative Code 13-1 and Administrative Code 13-8 and all of the reviewing entities have issued review and recommendation letters of no objection. Based on a review of the information provided and our subsequent research, this office has no objection to the proposed vacation.

You and your clients should be aware, however, that the Board of County Commissioner's approval of this petition will only extinguish the rights of the public to use the right-of-way. Private rights of use will remain in the rights-of-way to the extent that they exist.

Sincerely,

DEPARTMENT OF COMMUNITY DEVELOPMENT
Development Services Division

Peter J. Eckenrode
Director

PJE/jgh

U:\200302\VAC20020.001\7\reviewandrec.wpd

Pamela J. Balke
6525 E. Town & River Rd.
Ft. Myers, Fl. 33919
239-482-1525

Lee County DOT
Scott Gilbertson, Director
P.O. Box 398
Ft. Myers, Fl. 33902

March 28, 2002

RE: PETITION TO VACATE A PORTION OF EAST TOWN & RIVER RD

Dear Scott,

I am writing in regards to your letter dated January 16, 2002, of no objection to my requested petition to vacate the property adjacent to my home. After meeting with Jon Hagan, Development Review Technician this week in preparation for submitting my petition to the County, it appears that there may be a small contrary detail noted in that letter, that would make it unacceptable to Development Review.

The fact that the DOT has no objections to the petition to vacate is great, and is in itself sufficient for the county to accept. However, addressing required maintenance of the area and/or obtaining legal permits after the area is vacated, may give the appearance that the property is not owned by the County/DOT and therefore may not be transferrable to us.

I have spoken to Libby Walker with the MSBU, and as you are aware, the TRIU board only oversees the spending of funds to maintain the area, as they do not own the property. She would be happy to help on this matter.

Whatever I can do to try to resolve this issue, please let me know. It has been a long process and we are all eager to complete this vacation and improve the property. I truly appreciate any help that you can offer.

Sincerely,

Pam Balke

cc: Don Blackburn, Development Services
Libby Walker, MSBU Coordinator

RECEIVED
APR 01 2002

Town & River Improvement Unit —

Minutes Of The Tuesday, September 12, 2000

Meeting At 7 p.m.

Location: In The Town & River Condo's Meeting

Room

Present members were Don McAlpine, Fred Shue, Marilyn Teegarden, Dan Edwards and Fletcher Reynolds.

Several residents were present.

President Don McAlpine called the meeting to order at 7 p.m.

Minutes of the last meeting were read and approved.

Old Business:

Boat Ramp on North Town & River: After a title search of the property, it appears that the boat ramp was never deeded or dedicated as a common area for residential use. Dan Edwards will ask L. Walker, MSTBU coordinator, to look at the situation. He reminded residents that TRIU residents are taxed on property values and therefore, waterfront homes do pay more to TRIU. A resident did ask how property owners could remove themselves from TRIU. Dan Edwards will discuss this with L. Walker.

New Entrance Signs: South Town & River Drive: Everyone agreed that the signs look great. Kudos to Fred Shue, Dan Edwards, Honorata Shue, Gayle Cowdin and Jack Davies for all of their hard work and donation of bricks/flowers. Except for the signs, no tax funds have been used on this project to date.

Fred Shue is getting estimates to proceed with lighting for the new entrance signs. Fletcher Reynolds motioned that Fred may go ahead with the lighting as long as the cost does not exceed \$3,000 which includes "jack and bore" under the two roadways. Dan Edwards seconded and the motion was carried.

Poles: The arm on the existing light pole at South Town & River and McGregor will be changed to reach out

over the intersection. TRIU will be paying the monthly electricity charges incurred.

A streetlight on the southwest corner of North Town & River and McGregor will be installed any week now.

Common Areas: Fred Shue is satisfied with the mowing by Kennedy Lawn Service except the common area at the end of Cypress Lake Circle which was the concern of a resident. Fred stated that the area had recently been mowed and Dan Edwards will look into the condition of the plants.

The large common area at East Town & River and North Waterway (differs from all other common areas in Town & River) which is directly in front of the homes of three residents was discussed in depth once again. It was agreed unanimously that there is no reason for TRIU to continue to hold this property because of the inability to provide irrigation for this area which becomes an eyesore during the winter months. Because of benefits to both TRIU and the residents, Fred Shue made a motion that the TRIU Board offers no objections to the contiguous property owners petitioning the county for the land on their own volition if they so desire. The motion was seconded by Dan Edwards and carried unanimously.

Canals: Residents reported very few high spots in our canals so that they may be dredged. Dan Edwards requested that another "coupon" be inserted in our newsletter during the winter season so that seasonal residents may inform the Board of any trouble areas in the canals to be corrected by dredging. Marilyn Teegarden will see that the "coupon" is in the newsletter as we need more community input. Fletcher reminded the Board that the TRIU Board lets the county know when and where dredging is to be done. The

TRIU Meeting on page 8

TO: Mr. Ray Judah, Commissioner
 FROM: Pam Balke 482-1525

As residents of Town and River Estates, we are very concerned about two "common area" properties in our subdivision that are owned by the county. We pay into an MSTBU to care for and maintain those areas. However, those sites are overrun with weeds, are not fertilized nor irrigated. The condition is unsightly year round and not only affects the aesthetics of our community but ultimately our property values.

The owners of the adjacent homes, the Balkes and the Palmers, wish to take over the land and improve the property. The property even appears to be the front yards of these residents. Taxpayers would no longer have to pay to care for the property. The county is requesting that a nonfunctioning drainage area be moved near to the road. The cost of this would be too expensive for either family to pay, in addition to all of the other expenses of petitioning the county to take over the land.

We would like the County to reach some solution that is ~~beneficial~~ ^{equitable} to all so that tax dollars are saved as well as improving the areas ~~around~~ ^{near} our homes.

GOVANNY B. TRAPANESO	1034 N. Waterway Dr. E.M. 33919	
DARIO GUERRINO	1010 N. Waterway Dr. 33919	
MARTIN PERNER	951 N. WATERWAY DR - FT MI.	
WALTER D. STEPHENS JR	CEASE	
Pam Balke	6525 E. Town + River	
Pamela Webber	1090 N. Waterway	"
Deryl Bradley	1082 N. Waterway Dr	
MARK A. NERENSTONE	1113 N. Town + River RR	"
Christine Bates	1105 N. Town + River Dr	
Charles Bates	1105 N. Town + River Dr	
Judy Wyatt	1033 N. Waterway Dr.	
Beth Vela	1041 N. Waterway Dr.	
Janet Johnson	1002 N. Waterway Dr.	
SEAN WILSON	6537 E. TOWN + RIVER RD.	
Walter Stephens Jr	1129 N. Town + River Dr.	
Walter Stephens Jr	6505 E. Town + River	
Walter Stephens Jr	6518 E. Town + River Dr.	

ADDRESSES OF AFFECTED PROPERTY OWNERS NEAR 6525 EAST
TOWN AND RIVER ROAD

Velma Jean Wilson
6537 East Town and River Road
Ft. Myers, Fl. 33919

Pam Webber
1090 N. Waterway Dr.
Ft. Myers, Fl. 33919

James & Julia Garrett
6522 E. Town & River Rd.
Ft. Myers, Fl. 33919

Bill & Pam Richards
6518 E. Town & River Rd.
Ft. Myers, Fl. 33919

Bob & Nathalie Palmer
6519 E. Town & River Rd.
Ft. Myers, Fl. 33919

Lynn Roberdeaux
Lan Fah Braswell
13350 McGregor Blvd.
Ft. Myers, Fl. 33919

PLACE STICKER AT TOP OF ENVELOPE TO
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Pam Webber
1090 N. Waterway
Ft Myers, FL
33919

Article Number
(Transfer from service label) 7001 0320 0005 8884 8949

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
Pam WEBBER 3/14/02

C. Signature
X *Pam Webber* Agent Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Mr + Mrs Garrett
6522 E. Town + River
Ft Myers, FL
33919

2. Article Number
(Transfer from service label) 7001 0320 0005 8884 8970

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
Julia M. Garrett 3-6-02

C. Signature
X *Julia M. Garrett* Agent Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT
OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Jean Walden
6537 E. Town + River
Ft Myers FL
33919

Article Number
(Transfer from service label) 7001 0320 0005 8884 8956

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
DAWN BARRIENTOS 03-09-02

C. Signature
X *Dawn Barrientos* Agent Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

SENDER: COMPLETE THIS SECTION

Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired. Print your name and address on the reverse so that we can return the card to you. Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bill + Pam Richards
6518 E. Town + River
Ft. Myers, FL
33919

2. Article Number
(Transfer from service label) 7001 0320 0005 8884 8994

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) B. Date of Delivery
W.L. RICHARD 03/05/02

C. Signature
X *W.L. Richard* Agent Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

PLACE STICKER AT TOP OF ENVELOPE TO THE RIGHT OF THE RETURN ADDRESS, FOLD AT DOTTED LINE

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Bob + Nathalie Palmer
6519 E. Town + River
St. Myers, Md.
33919

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) _____ B. Date of Delivery 3-7-02

C. Signature [Signature] Agent Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2 7001 0320 0005 8884 8963

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

Article Addressed to:

Town + River Civic Assn
3270 College Pkwy
Suite 104
St. Myers, Md.
33919

COMPLETE THIS SECTION ON DELIVERY

A. Received by (Please Print Clearly) [Signature] B. Date of Delivery 4-26-02

C. Signature [Signature] Agent Addressee

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

Article Number (Copy from service label) 7001 0320 0006 0139 3760

SENDER: COMPLETE THIS SECTION

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Lynn Rebudeaux
Lan Braswell
13350 Meguer
St. Myers, Md.
33919

COMPLETE THIS SECTION ON DELIVERY

A. Signature [Signature] Agent Addressee

B. Received by (Printed Name) L. BRASWELL C. Date of Delivery 3-7-02

D. Is delivery address different from item 1? Yes
If YES, enter delivery address below: No

3. Service Type
 Certified Mail Express Mail
 Registered Return Receipt for Merchandise
 Insured Mail C.O.D.

4. Restricted Delivery? (Extra Fee) Yes

2. Article Number (Transfer from service label) 7001 0320 0005 8884 8987

Harry and Pam Balke
6525 East Town and River Rd.
Ft. Myers, Florida 33919
ph. 482-1525

Lynn Roberdeaux
Lan Braswell
13350 McGregor Blvd.
Ft. Myers, Fl. 33919

March 5, 2002

We are petitioning Lee County to vacate the road right-of-way adjacent to our property at 6525 East Town and River Road. This property is the grassy area between the culvert close to our home and continues to within fifteen feet of the pavement on both sides of the driveway. As an affected property owner, we will gladly show you the boundaries of the property and answer any questions you may have.

You will be notified at a later date of a public hearing on this petition.

Thank you,

Harry and Pam



Town & River

Civic Association, Inc.

P. O. Box 64804
Fort Myers, FL 33906

LEE COUNTY ATTORNEY

05/07/02 9:15 AM

May 7, 2002

Joan Henry,
Assistant County Attorney
For Lee County
PO Box 398
Fort Myers, Florida 33901

Re: Petition to Vacate
Case Number: VAC2002-00017

Dear Mrs. Henry:

Recently, the above petition was brought up to the attention of the Board of Directors of the Town and River Civic Association, Inc., (Town & River Board), a non profit corporation in the State of Florida. The Petitioners, Harry and Pamela Balke at 6525 E Town & River, Fort Myers, Florida 33919, have requested the Board of County Commissioners of Lee County, Florida, to grant a Petition to vacate the road right-of-way adjacent to their property. This petition was submitted without the Town & River Board approval. Attached see sketch showing the area Petitioners desire to vacate as Exhibit "B".

The Town & River Board is of the opinion that the Petitioners do not have standing to request a vacation because Petitioners are not the fee simple title holder of the underlying property sought to be vacated. As stated in Plat Book 12 at Pages 143 and 144, public records of Lee County Florida, "all the Streets, Easements, Parks and Waterways as shown or described on the attached Plat, to the general public for proper purposes, reserving to the Town & River Estates, Inc. their successors, and assigns, the reversion or reversions thereof, whenever discontinued by law". The Town & River Estates assigned any and all rights preserved or dedicated to the Town & River Civic Association, Inc. on December 13, 1976 in official record book 1172 page 1204. Therefore, once the property ceases to be used for a public purpose it reverts back to the Town & River Civic Association, Inc.

LEE COUNTY DEV/ PUBL. WORKS. CNTR. FORT MYERS, FL 33908

02 MAY 14 AM 11:45

LEE COUNTY RECEIVED

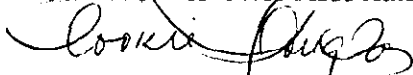
Xc: Joan [unclear]

Mrs. Joan Henry
May 7, 2002
Page two

The Town & River Civic Association, Inc., as an interested party in this matter, requests that the Board of County Commissioners of Lee County give us notice on all matters affecting our property rights in the road right-of-way as depicted in Exhibit "B".

If you have any questions, please feel free to contact me at 239-433-1485.

Sincerely,
Town & River Civic Association, Inc.



Cookie Douglas, President

cc: Harry and Pamela Balke
cc: Don Mc Alpine
cc: Peter Eckenrode
cc: Scott Gilbertson
cc: Libby Walker
cc: Margaret Lawson

Encl.

Pam and Harry Balke
6525 E. Town & River Rd.
Ft. Myers, Fl. 33919

02 MAY 14 AM 8:01
LEE CO. ATTORNEY

Ms. Joan Henry
Assistant County Attorney
P.O. Box 398
Ft. Myers, Fl. 33901

May 12, 2002

Dear Ms. Henry:

I feel it is necessary to respond to the May 7 letter that you received from Cookie Douglas, representing a Town & River Civic Association. We have several concerns of which it is important that you be made aware.

1. The claim that the petition was submitted to you without approval of the board is untrue. It has been mentioned numerous times for the last three years in the association newsletter. You have a newsletter dated December 2000 showing a "no objection" vote from the TRIU (MSBU). The association did receive my certified notification letter on April 26, 2002. This is certainly not being done 'behind their backs'.
2. I was on the association board as vice president until I resigned November 30, 2002. The reasons for my resignation are noted in #5 below and include what I consider to be possible improper actions taken by some board members. Now it very strongly appears that the board is being vindictive. They seem to be concerned that we would be getting 'something for nothing'.
3. Should the board become owner of the property, it would revert back to the TRIU board to maintain the area, which is exactly the situation we are in now. TRIU is only able to mow and fertilize. They are not able to put in a well or make other improvements to the property. The association has spoken of putting in a park. We live less than 1/2 mile from Rutenberg Park. Where would they park and what about the problems such as drugs, teenagers, trash and loitering? I can assure you that the residents in this area do not want a park. They do want us to take over the property. The representative for this area does not even live here. He resides in South Town & River, as do all board members except one. No one on the board would have to look at the property on a daily basis.

4. We have resided here for 15 years, crossing the property through our easement. We have used our city water to irrigate large parts of the area and even fertilized in an attempt to beautify it. Our children play on the property, we have parked on it and it is widely considered to be our front yard. It has **never** been used for **any** community activity of any kind.

5. My **major** concern is the legality of the association itself. This has been a community concern since November 2001. It appears that the association does not fall under The Florida Marketable Record Title Act, and therefore is not a legal association (ie., they do not currently own property, they are not able to lein residents and, they do not require mandatory dues). In fact, the association is in the process of trying to form a volunteer civic association. How can they be an assign, when they are not legal representatives of the community? I do hope that you are able to pursue this most important angle.

Please keep in mind that the Civic Association which existed as an assign in 1960 bears no connection to the current gathering.

Thank you for your time in this matter. Please contact me, as I am anxious to proceed. We will be back in town May 19, 2002.

Sincerely,

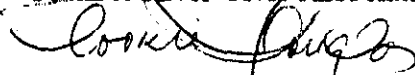
Pam and Harry Balke

Mrs. Joan Henry
May 7, 2002
Page two

The Town & River Civic Association, Inc., as an interested party in this matter, requests that the Board of County Commissioners of Lee County give us notice on all matters affecting our property rights in the road right-of-way as depicted in Exhibit "B".

If you have any questions, please feel free to contact me at 239-433-1485.

Sincerely,
~~Town & River Civic Association, Inc.~~



Cookie Douglas, President

cc: Harry and Pamela Balke
cc: Don Mc Alpine
cc: Peter Eckenrode
cc: Scott Gilbertson
cc: Libby Walker
cc: Margaret Lawson

Encl.



LEE COUNTY
RECEIVED

02 JUL 16 AM 9:00

DEV.
PUB. WORKS. CNTR.
SECOND FLOOR

LEE COUNTY
RECEIVED

02 JUL 15 AM 8:00

July 12, 2002

Christopher Mendrick
854 Cypress Lake Circle
Ft. Myers, Fl 33919

Ms. Joan Henry
Assistant County Attorney
P.O. Box 398
Ft. Myers, Fl 33901

Dear Ms. Henry

My company owns a house at 854 Cypress Lake Circle in Town & River Estates in which I reside. I am the president of my construction and real estate company. I grew up in Town in River with my parents who reside at 992 North Town and River Drive since 1971. Both of our families at this time feel it is necessary to let you know that we are strongly opposed to the petition from Mr. & Mrs. Balke for the County to vacate the road right of way that is adjacent to their property.

It is our belief that the vacant property is for all of the community's residents to use and enjoy and no one person or person's should be entitled to it. As a matter of fact if the County were to relinquish it's ownership of that particular piece of land, it is our belief that land should revert back to the Town and River Association and it's residents.

If you should have any questions please feel free to contact me at my office listed below.

Sincerely,

Christopher Mendrick
President

XC • Pete Eskerode
Jon #A67W



TOWN & RIVER ESTATES
 UNIT 17
 P.B. 113

Subject Property

www.barrico.net
 271 MCGREGOR BOULEVARD
 FORT MYERS, FLORIDA 33908
 PHONE (813) 481-1170
 FAX (813) 481-1189
 FLORIDA CERTIFICATE OF AUTHORIZATION
 NUMBER 12899 - JUNE 27, 2003

HARRY & PAM
 BALKE
 #6625
 EAST TOWN & RIVER ROAD
 FT MYERS
 FLORIDA 33919

PARCEL IN
 TOWN & RIVER ESTATES
 SECTION 1 - UNIT 17
 PLAT BOOK 12, PAGE 143
 LEE COUNTY RECORDS
 SECTION 21, TOWNSHIP 15
 SOUTH, RANGE 23 EAST
 LEE COUNTY, FLORIDA

PROJECT SUPERVISOR

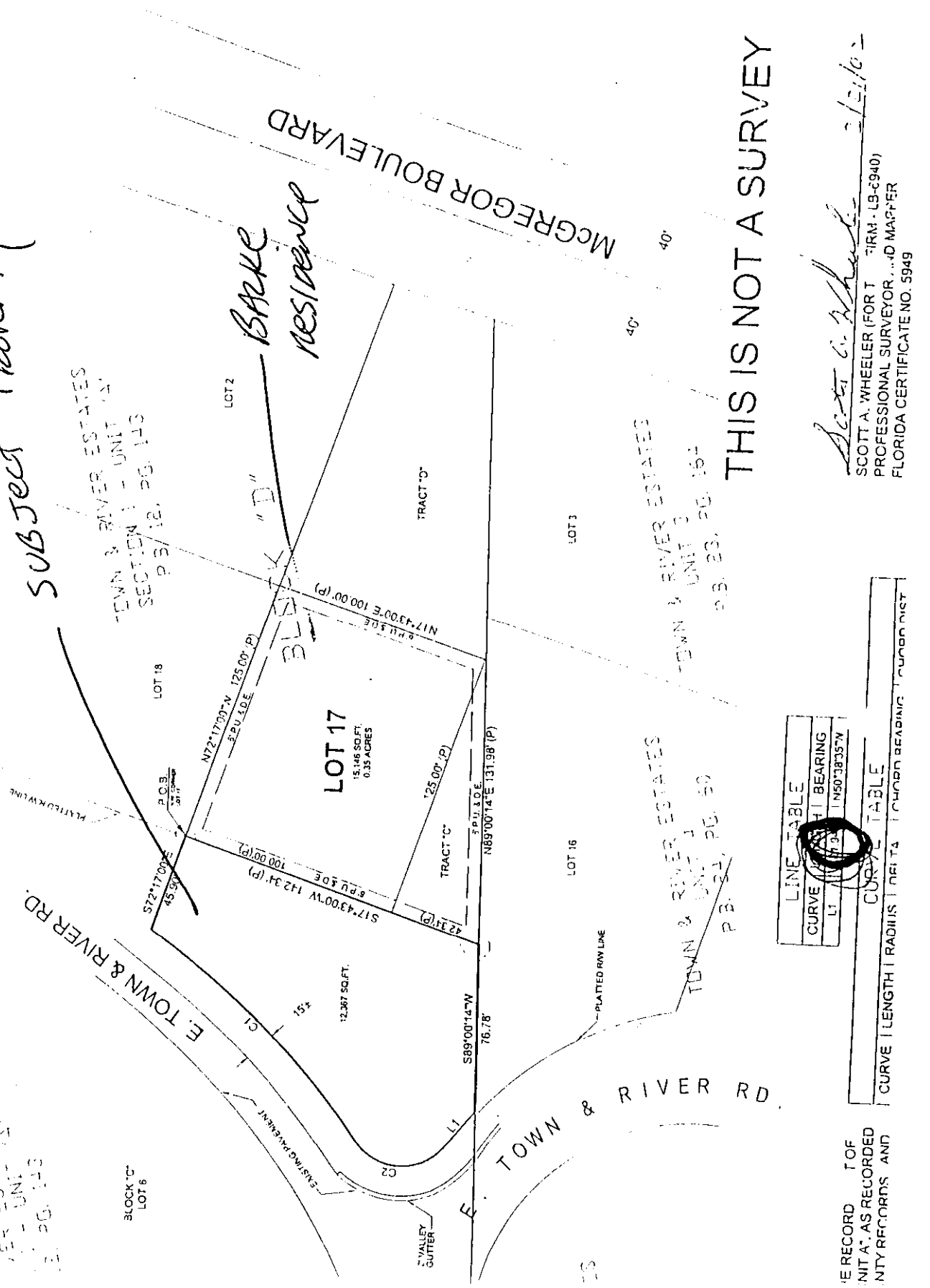
ALL INFORMATION ON THIS PLAT IS TO BE USED FOR THE PURPOSES OF THE PLAT ONLY AND IS NOT TO BE USED FOR ANY OTHER PURPOSE.

DATE: 11/11/11
 DRAWN BY: J. BARRICO
 CHECKED BY: J. BARRICO
 SCALE: AS SHOWN
 SHEET NO.: 1 OF 1

PLATTED DATA

DATE: 11/11/11
 DRAWN BY: J. BARRICO
 CHECKED BY: J. BARRICO
 SCALE: AS SHOWN
 SHEET NO.: 1 OF 1

SKETCH



THIS IS NOT A SURVEY

LINE TABLE	
CURVE	BEARING
L1	N50°13'35" W

CURVE TABLE				
CURVE LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIST

RECORD OF
 UNIT 17, AS RECORDED
 IN COUNTY RECORDS AND

Scott A. Wheeler
 SCOTT A. WHEELER (FOR TIRM - LB-2940)
 PROFESSIONAL SURVEYOR
 FLORIDA CERTIFICATE NO. 5949



vision (vīzh'ən) *n.* [ME.<OFr.<L. *visio*<*visus*, pp. of *videre*, to see <IE. **w(e)ide*, var. of *w(e)di-*, to view, see whence *wise*] 1. the act or power of seeing with the eye, sense of sight 2. *a)* something supposedly seen by other than normal sight, something perceived in a dream, trance, etc. or supernaturally revealed, as to a prophet *b)* the experience of having such a perception or revelation 3. a mental image: esp., an imaginative contemplation / to have *visions* of power / 4. *a)* the ability to perceive something not actually visible, as through mental acuteness or keen foresight / a project made possible by one man's *vision* / *b)* force or power of imagination / a statesman of great *vision* / 5. something or someone, esp. a woman, of extraordinary beauty 6. [Rare] something actually seen – *vt.* to see in or as in a vision; image

Christopher Mendrick, his wife Carolyn, and daughter Dakota, have been lifelong residents of Southwest Florida. Chris has a proven and successful winning combination of an experienced Real Estate Broker and Building Contractor. He is one of the very few multi state certified licensed and insured building contractors in the states of Florida and Colorado.



Plumb, Level, And Square
Second Generation Craftsmanship

Building with a vision Chris started his companies in the early nineties. He formed Vision Builders and Realty Group of Southwest Florida Incorporated and is the president, broker and contractor of both companies. He has been responsible for building over seventy new homes, ten of which were spec homes, three of which were model homes, two commercial remodel projects and also sold over twenty two million dollars in real estate.

"Green Building" is the motto and "Co-Builder with Nature" is the philosophy. Resourceful and environmentally friendly techniques benefit today's home buyers not just in the idealistic sense of helping to "co-live with nature", but also in terms of measurable financial and lifestyle benefits. His homes, designed with green concepts in mind, are more pleasurable to live in, save you money in maintenance and operating costs; warranties are longer and there is strong evidence that values appreciate faster.

Chris started his profession in the real estate and construction industry in the late eighties. He formed his first real estate company, Gulf-View Real Estate, to exclusively promote Gulf-View Homes. The real estate company sold over seventy new homes in less than five years and achieved seven million in sales. In 1991 Chris was named "Realtor of the Year" and Gulf-View Homes was recognized as "Builder of the Year". His valuable second generation experience in construction dates back to the seventies when he trained under his uncle who is a master carpenter and building contractor as well.

Chris is involved in his community and church. He is a dedicated leader with a great vision of the future, active in the Real Estate and Construction industries. He has served on the board of directors for both associations, and has been chairman for many different committees on a national, state and local level, and is a founding member of the Southwest Florida Council for Environmental Education.

Chris embodies a genuine and sincere commitment to family, church, community and business. His honest approach and integrity are portrayed in every part of his life.

1646-4 Colonial Boulevard • Fort Myers, Florida 33907
Telephone: 941-936-9293 • E-Mail: vis100@aol.com • www.visionbuilders.com



vision (vizh'ən) *n.* [ME.<OFr.<L. *visio*<*visus*, pp. of *videre*, to see <IE. **w(e)ide*, var. of *w(e)di-*, to view, see whence *wise*] 1. the act or power of seeing with the eye, sense of sight 2. *a)* something supposedly seen by other than normal sight, something perceived in a dream, trance, etc. or supernaturally revealed, as to a prophet *b)* the experience of having such a perception or revelation 3. a mental image; esp., an imaginative contemplation / to have *visions* of power / 4. *a)* the ability to perceive something not actually visible, as through mental acuteness or keen foresight / a project made possible by one man's *vision* / *b)* force or power of imagination / a statesman of great *vision* / 5. something or someone, esp. a woman, of extraordinary beauty 6. [Rare] something actually seen — *vt.* to see in or as in a vision; image

IVER ESTATES
 V 1 - UNIT "A"
 12, PG. 143

TOWN & RIVER ESTATES
 SECTION 1 - UNIT "A"
 P.B. 12, PG. 143

TOWN & RIVER ESTATES
 UNIT 4
 P.B. 24, PG. 60

TOWN & RIVER ESTATES
 UNIT 3
 P.B. 23, PG. 164

THIS IS NOT A SURVEY

Scott A. Wheeler 2/21/02
 SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 598

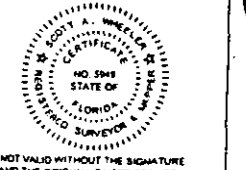
LINE TABLE		
CURVE	LENGTH	BEARING
L1	21.94'	N50°38'35"W

CURVE TABLE		
CURVE	LENGTH	BEARING
L1	21.94'	N50°38'35"W

LAND DEVELOPMENT CONSULTANTS
 www.barraco.net
 2271 MCGREGOR BOULEVARD
 POST OFFICE DRAWER 2800
 FORT MYERS, FLORIDA 33902-2800
 PHONE (941) 481-3170
 FAX (941) 481-3189
 FLORIDA CERTIFICATE OF AUTHORIZATION
 ENGINEERING 7995 - SURVEYING LB-6940

PREPARED FOR
HARRY & PAM BALKE
 #6526
 EAST TOWN & RIVER ROAD
 FT MYERS,
 FLORIDA 33919

PROJECT DESCRIPTION
 PARCEL IN
 TOWN & RIVER ESTATES
 SECTION 1 - UNIT "A"
 PLAT BOOK 12, PAGE 143,
 LEE COUNTY RECORDS
 SECTION 21, TOWNSHIP 45
 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

PROJECT SURVEYOR

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

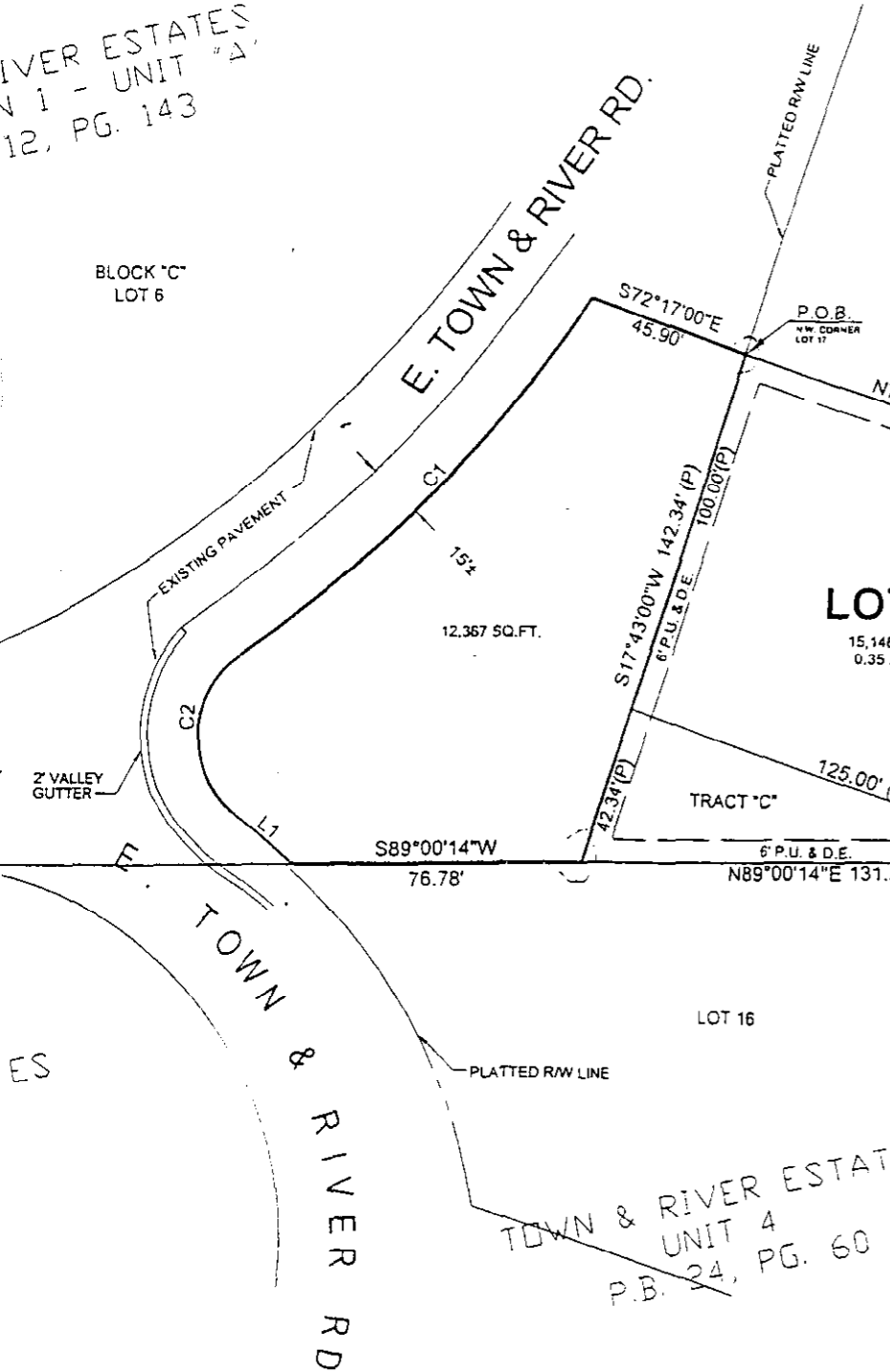
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LAYOUT	LAYOUT1
LOCATION	J218923A01SURVEYING
PLOT DATE	THU, 2-21-2002 - 4:28 PM
PLOT BY	SCOTT WHEELER
DRAWING DATA	
SURVEY DATE	2-15-2002
DRAWN BY	JSESSONS
CHECKED BY	SAW
SCALE	AS NOTED
FIELD BOOK	18/15

PLAN REVISIONS	

STRAP NUMBERS	

EXHIBIT B

THE RECORD PLAT OF
 UNIT "A", AS RECORDED
 IN THE COUNTY RECORDS AND



HARRY & PAM
BALKE

#6525
EAST TOWN & RIVER ROAD
FT MYERS,
FLORIDA 33919

PROJECT DESCRIPTION

PARCEL IN
TOWN & RIVER ESTATES
SECTION 1 - UNIT "A"
PLAT BOOK 12, PAGE 143,
LEE COUNTY RECORDS
SECTION 21, TOWNSHIP 45
SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

PROJECT SURVEYOR



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

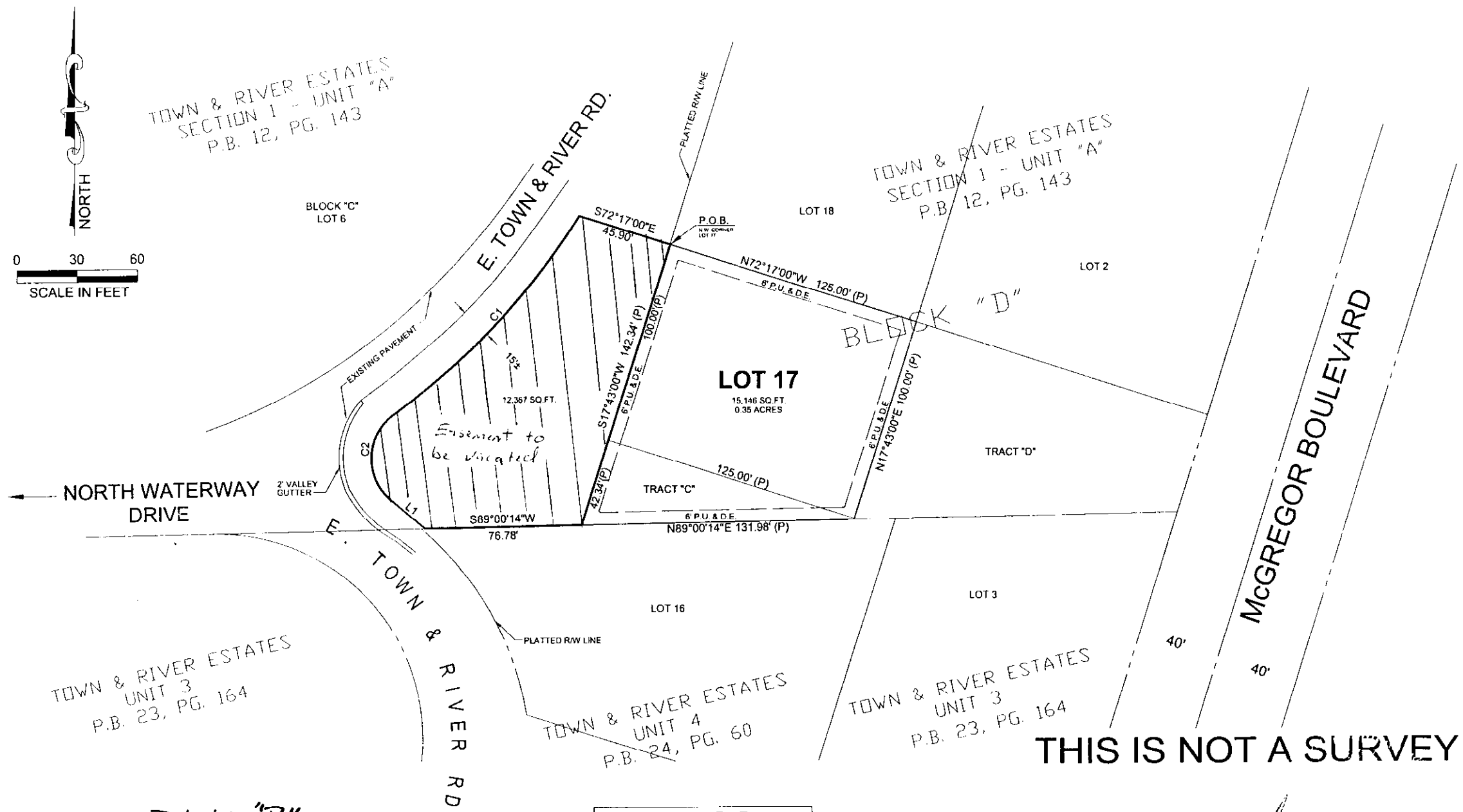
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PLOT BY	SCOTT WHEELER
DRAWING DATA	
SURVEY DATE	2-15-2002
DRAWN BY	JSESSONS
CHECKED BY	SAW
SCALE	AS NOTED
FIELD BOOK	1815

PLAN REVISIONS

STRIP NUMBER

SKETCH
TO ACCOMPANY
DESCRIPTION

PROJECT FILE NO.	SHEET NUMBER
21092	2 OF 2
21-45-24	



NOTE:
Exhibit "B"

- DESCRIPTION IS ATTACHED.
- BEARINGS SHOWN ARE BASED ON THE RECORD PLAT OF "TOWN & RIVER ESTATES SECTION 1 - UNIT A", AS RECORDED IN PLAT BOOK 12 AT PAGE 143, LEE COUNTY RECORDS, AND THE NORTH LINE OF LOT 17 BLOCK "D" TO BEAR N 72°17'00" W.

LINE TABLE		
CURVE	LENGTH	BEARING
L1	21.94'	N50°38'35"W

CURVE TABLE					
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD DIST.
C1	133.33'	342.09'	22°19'54"	N43°49'40"E	132.49'
C2	47.94'	26.00'	105°38'11"	N02°10'31"E	41.43'

THIS IS NOT A SURVEY

Scott A. Wheeler 2/21/02
SCOTT A. WHEELER (FOR THE FIRM - 1.B-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

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