

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

Blue Sheet No. 20030588

1. REQUESTED MOTION:

ACTION REQUESTED: Approve purchase of Parcel 219A, Lee Boulevard Widening to Leeland Heights, Project No. 4057, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the Agreement; authorize payment of necessary fees and costs to close, authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction. Also, approve budget transfer in the amount of \$142,306, and amend the FY 03-07 CIP.

WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County and approve all amendments to CIP.

WHAT ACTION ACCOMPLISHES: Acquires the property during the voluntary phase of the project, thereby the Board avoids the need to exercise its power of Eminent Domain at a future date.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 5

CLA

3. MEETING DATE:
06-10-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE FS 125
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

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

7. BACKGROUND: The Division of County Lands has been requested by the Department of Transportation to acquire the fee interest in Parcel 219 A, for rounding of the NW corner of Lee Boulevard and Leeland Heights Street, as a part of the Lee Boulevard Widening to Leeland Heights, Project No. 4057.

The parent tract identified as STRAP No. 32-44-27-04-00027.0210, contains approximately 15,996 square feet of improved residential land zoned RS-1 This acquisition consists of the fee interest in 842 square feet of the parent tract.

It is the only corner clip identified at this time necessary to complete construction of the project. Time is of the essence due to the project being in final stages of construction. The owner of Parcel 219A, Arlene F. McCullough, surviving spouse of Joseph H. McCullough, deceased, has agreed to sell the subject property for \$1,300. Lee County is to pay closing costs of approximately \$1,100 Seller is responsible for real estate broker and attorney fees, if any.

Considering the cost of obtaining an appraisal, estimated to be between \$1,200 and \$1,500, and the time and cost associated with condemnation proceedings estimated to be between \$3,000 to \$5,000, excluding land value, staff recommends the Board approve the requested motion.

Funds will be available in Account 20405730700.506110
20 - Capital Improvement Projects
4057 - Lee Blvd. Four Laning
30700 - Transportation Capital Improvement Fund
506110 - Land Purchase

Attachments: Purchase Agreement
In-house Title Search
Five Year Sales History
Partial Mortgage Release
Site Location Map

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>	N/A	N/A	<i>BAO 5/19 KOF</i>	<i>John J Forsyth 5-23-03</i>	OA <i>elaw 5-27-03</i>	PM <i>JS 5/28</i>	RISK <i>JS 5/28/03</i>	GC <i>JS 5/28/03</i>	<i>HS 5-28-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: 5-23-03
 Time: 8:45AM
 Forwarded To:
 L.C. A.G.H.
 5/23/03 9:11M

RECEIVED BY
 COUNTY ADMIN. *EW*
 5/23 9:00
 COUNTY ADMIN.
 FORWARDED TO: *HS*
 5/29 1:00

This document prepared by
Lee County
County Lands Division
Project: Lee Boulevard Widening to Leeland Heights, Project No. 4057
Parcel: 219A
STRAP No.: 32-44-27-04-00027.0210

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 5th day of July, 2003 by and between Arlene F. McCullough, surviving spouse of Joseph H. McCullough, deceased, hereinafter referred to as SELLER, whose address is 701 Leeland Heights Boulevard W, Lehigh Acres, Florida 33936, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 0.02 acres more or less, and located at 701 Leeland Heights Boulevard W, Lehigh Acres, Florida 33936 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Lee Boulevard Widening to Leeland Heights, Project No. 4057, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Thousand ~~Two~~ ^{THREE} Hundred Dollars and 00/100 (~~\$1,200.00~~), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of "Purchase Price", from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property ^{CHANGES BY SELLER} occurring ^{gap} between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

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

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any; *SEE SPECIAL CONDITIONS*
- (f) SELLER's attorney fees, if any. *→*

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

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

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

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

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

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby ^{78 7110} warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further ^{TO THE BEST OF HER KNOWLEDGE AND BELIEF} warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

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

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

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

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

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein. *SEE FRONT COVER OF P. 13/19...*

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

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

WITNESSES:

SELLER:

[Handwritten Signature]

Arlene F. McCullough

Arlene F. McCullough, (DATE)

Surviving spouse of

Joseph H. McCullough, deceased

[Handwritten Signature]

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

SELLER: Arlene F. McCullough
BUYER: Lee County
Project: Lee Boulevard Widening to Leeland Heights, Project No. 4057
Parcel: 219 A

1. This Agreement is subject to and contingent upon SELLER being able to obtain a Partial Release of Mortgage for the property described in Exhibit "A" for an amount not to exceed \$500.00 or an amount in excess acceptable to SELLER.

2. During the construction of the Lee Boulevard Widening to Leeland Heights Project, the SELLER hereby grants ingress and egress by workman, machinery and vehicles as needed for construction of the project, in accordance with Plan and Profile attached as Exhibit "B". BUYER will repair or replace new existing driveway and grade the land to match the new construction at no cost to SELLER.

[Signature]
First Witness Signature

Arthur St. Clair
First Witness Printed Name

[Signature]
Second Witness Signature

Thomas St. Clair
Second Witness Printed Name

By: Arlene F. McCullough / 11/5/05
Arlene F. McCullough, Date
Surviving spouse of Joseph H. McCullough

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY
COMMISSIONERS

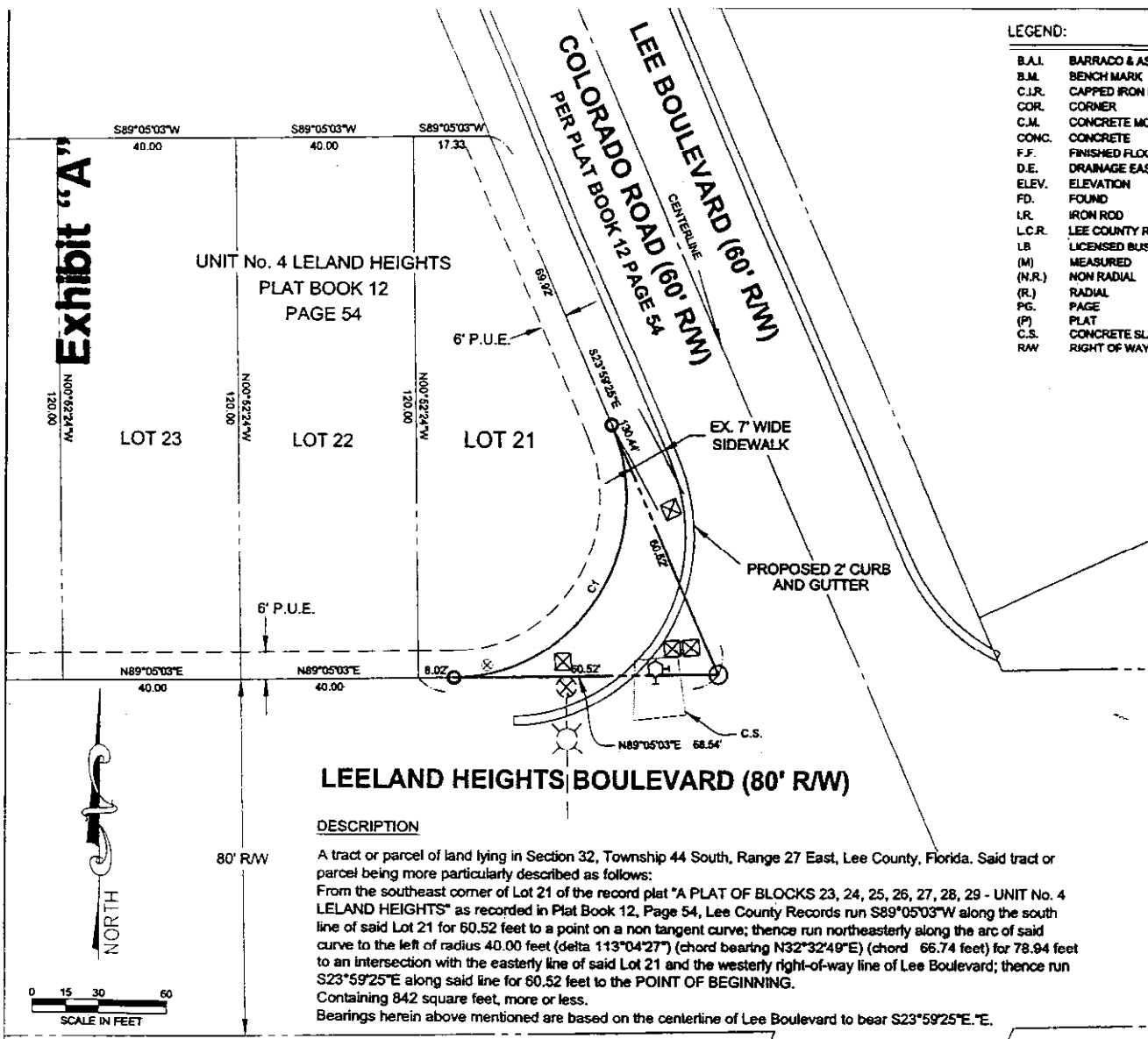
By: _____
Deputy Clerk

By: _____ / _____
Chairman or Vice-Chairman Date

APPROVED AS TO LEGAL FORM

Office of County Attorney

Exhibit "A"



LEELAND HEIGHTS BOULEVARD (80' R/W)

DESCRIPTION

A tract or parcel of land lying in Section 32, Township 44 South, Range 27 East, Lee County, Florida. Said tract or parcel being more particularly described as follows:
 From the southeast corner of Lot 21 of the record plat "A PLAT OF BLOCKS 23, 24, 25, 26, 27, 28, 29 - UNIT No. 4 LELAND HEIGHTS" as recorded in Plat Book 12, Page 54, Lee County Records run S89°05'03"W along the south line of said Lot 21 for 60.52 feet to a point on a non tangent curve; thence run northeasterly along the arc of said curve to the left of radius 40.00 feet (delta 113°04'27") (chord bearing N32°32'49"E) (chord 66.74 feet) for 78.94 feet to an intersection with the easterly line of said Lot 21 and the westerly right-of-way line of Lee Boulevard; thence run S23°59'25"E along said line for 60.52 feet to the POINT OF BEGINNING.
 Containing 842 square feet, more or less.
 Bearings herein above mentioned are based on the centerline of Lee Boulevard to bear S23°59'25"E.

LEGEND:

- | | | | |
|--------|----------------------------|----------|--|
| B.A.I. | BARRACO & ASSOCIATES, INC. | P.B. | PLAT BOOK |
| B.M. | BENCH MARK | P.R.M. | PERMANENT REFERENCE MONUMENT |
| C.I.R. | CAPPED IRON ROD | P.C.P. | PERMANENT CONTROL POINT |
| COR. | CORNER | TWP. | TOWNSHIP |
| C.M. | CONCRETE MONUMENT | PK | PARKER-KALON |
| CONC. | CONCRETE | SQ. FT. | SQUARE FEET |
| F.F. | FINISHED FLOOR | P.U.E. | PUBLIC UTILITY EASEMENT |
| D.E. | DRAINAGE EASEMENT | L.C.U.E. | LEE COUNTY UTILITY EASEMENT |
| ELEV. | ELEVATION | L.M.E. | LAKE MAINTENANCE EASEMENT |
| FD. | FOUND | ○ | SET P.K. NAIL & B.A.I. DISK LB6940 |
| I.R. | IRON ROD | ○ | SET 1/2" IRON ROD WITH CAP STAMPED LB6940 UNLESS NOTED OTHERWISE |
| L.C.R. | LEE COUNTY RECORDS | ⊗ | WATER VALVE |
| LB | LICENSED BUSINESS | ⊗ | STEEL TRAFFIC SIGNAL POLE W/ STREET LIGHT |
| (M) | MEASURED | ⊗ | UNDERGROUND TRAFFIC SIGNAL BOX |
| (N.R.) | NON RADIAL | ⊗ | PEDESTRIAN SIGNAL POLE |
| (R.) | RADIAL | | |
| PG. | PAGE | | |
| (P) | PLAT | | |
| C.S. | CONCRETE SLAB | | |
| RAW | RIGHT OF WAY | | |

CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD BEARING
C1	78.94	40.00	113°04'27"	N 32°32'49" E

NOTES:

- DATE OF LAST FIELD WORK: 02-03-2003
- THIS SURVEY DOES NOT MAKE ANY REPRESENTATIONS AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON THE SUBJECT PARCEL.
- THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE DISCLOSED BY A FULL AND ACCURATE TITLE SEARCH.
- THERE ARE NO VISIBLE IMPROVEMENTS OTHER THAN AS SHOWN.
- THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN AS SHOWN.
- SURVEYED PARCEL CONTAINS 842 SQUARE FEET, MORE OR LESS.
- ACCORDING TO F.L.R.M. COMMUNITY PANEL 125124 0375 B, PANEL NOT PRINTED, NO SPECIAL FLOOD HAZARD AREAS.
- NO ENVIRONMENTAL ASSESSMENT OR AUDIT WAS PERFORMED ON THE SURVEYED PARCEL BY THIS FIRM.
- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF.
- THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
- BEARINGS BASED ON CENTERLINE OF LEE BOULEVARD TO BEAR S 23°59'25" E.

THIS SURVEY IS FOR THE BENEFIT OF:

LEE COUNTY DEPARTMENT OF TRANSPORTATION

NO OTHER PERSON OR ENTITY MAY RELY ON THIS SURVEY.

John Robert Avery III
 JOHN ROBERT AVERY III (FOR THE FIRM - LB-6940)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6296

2-13-2003
 DATE SIGNED:

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

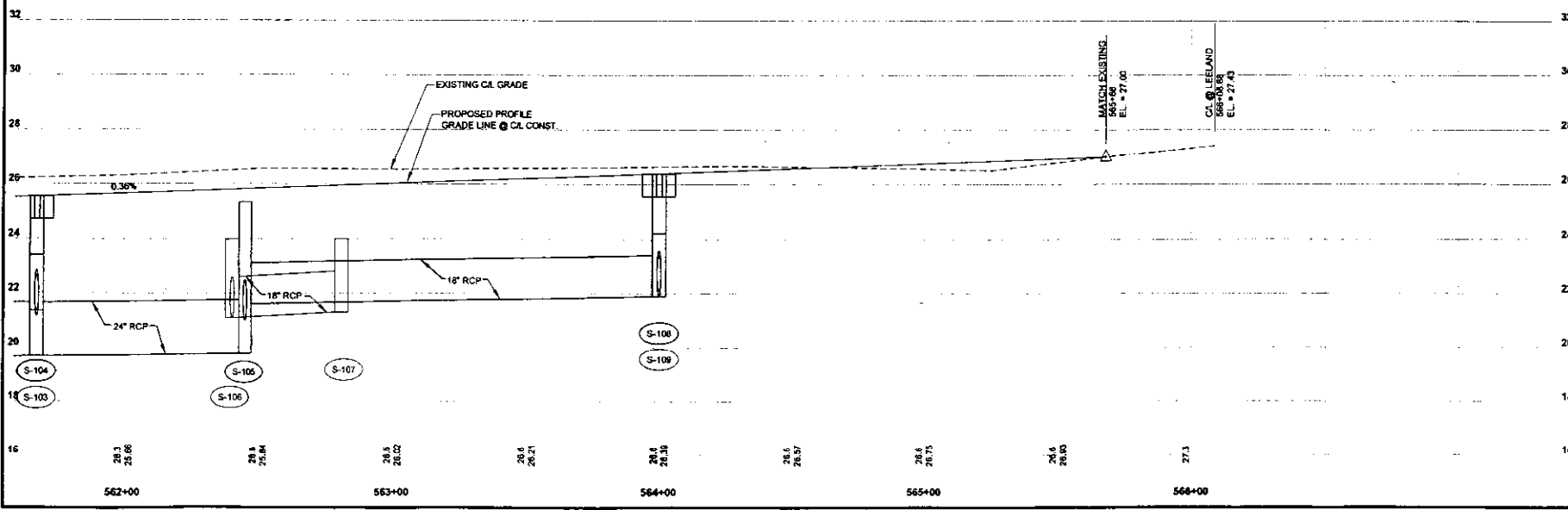
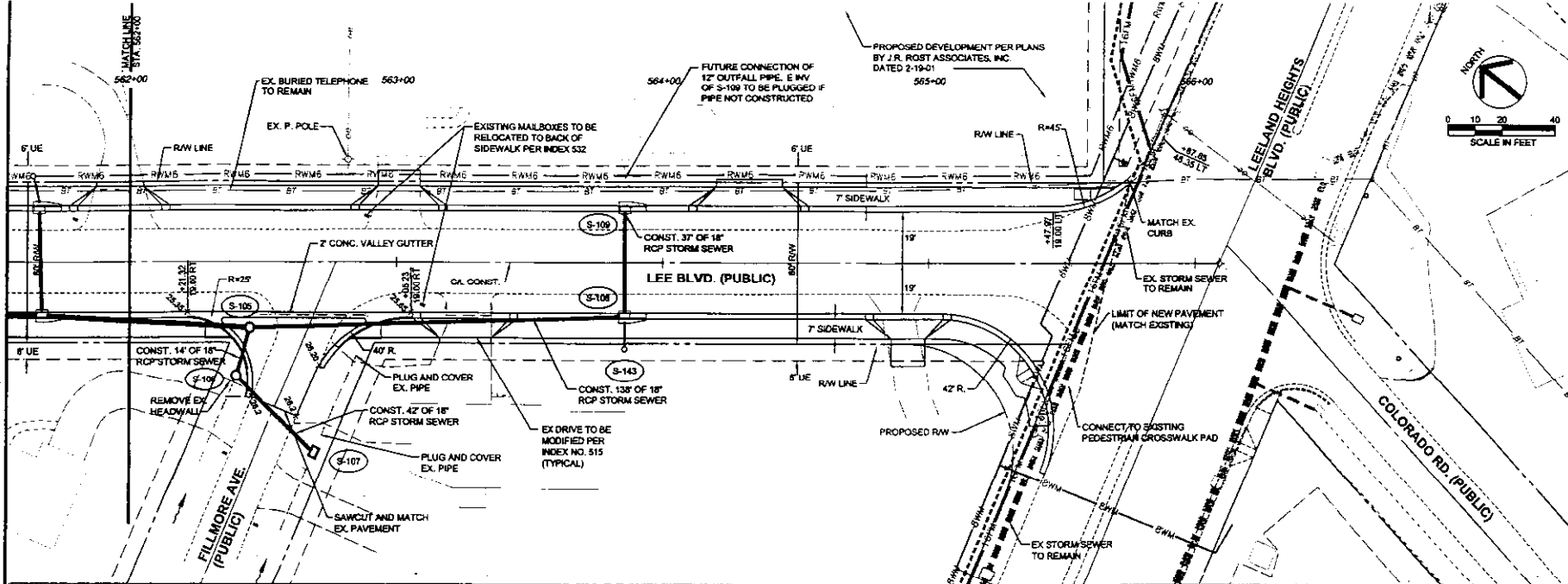
Barraco
 and Associates, Inc.
 CIVIL ENGINEERS, SURVEYORS AND LAND DEVELOPMENT CONSULTANTS
 www.barraco.net
 2271 MACBRICK BOLLINGER
 PORT MYRTLE, FLORIDA 33850-2898
 PHONE (888) 494-3888
 FAX (888) 494-3888
 FLORIDA CERTIFICATE OF REGISTRATION
 PROFESSIONAL ENGINEER - LICENSE #10000
 PROFESSIONAL SURVEYOR - LICENSE #10000

Lee
 COUNTY
 DEPARTMENT OF TRANSPORTATION
 9999 AIRCRAFT STREET
 PORT MYRTLE, FLORIDA 33850
 PHONE (813) 733-4800
 FAX (813) 733-4800

LEE BOULEVARD PHASE IV
 HIGHWAY 90
 TO
 LEE AND HERBIE BOULEVARD
 PART OF SECTION 32, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA

BOUNDARY SURVEY

1 OF 1



Barraco
and Associates, Inc.
CIVIL ENGINEERS, SURVEYORS AND
LAND DEVELOPMENT CONSULTANTS
www.barraco.net
277 WINDSOR BOULEVARD
FORT MYERS, FLORIDA 33902-2803
PHONE (888) 491-3770
FAX (239) 491-3148
FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7886 - SURVEYING LB-840

PREPARED FOR
Lee
COUNTY
DEPARTMENT OF
TRANSPORTATION
1500 MONROE STREET
FORT MYERS, FLORIDA 33902
PHONE (813) 745-6500
FAX (813) 745-6500

PROJECT DESCRIPTION
LEE
BOULEVARD
PHASE IV
HOMESTEAD ROAD
TO
LEELAND HEIGHTS BOULEVARD
PART OF SECTIONS 28, 30 AND 32
TOWNSHIP 44 SOUTH
RANGE 27 EAST
LEECH ACRES, LEE COUNTY, FLORIDA

PROJECT NUMBER
ENGINEER OF RECORD
JAMES W. HOSKINS, P.E.
FOR THE FIRM
BARRACO AND ASSOCIATES, INC.
277 WINDSOR BOULEVARD
FORT MYERS, FLORIDA 33902
FLORIDA P.E. NO. 8979

NOT VALID UNLESS SIGNED SEAL, SIGNATURE AND DATE
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FILE NAME	230424A.DWG
LAYOUT	LAYOUT
LOCATION	INTERSECTION
PLAT DATE	TUE, 1-14-2003 - 8:28 PM
PLAT BY	YOSHIO HOSKINS
DESIGN BY	CHESTER YOUNG
DATE	DATE PLOT = 2/13/03 10:28 AM
SCALE	
REVISION	
18-11-2002	FILLMORE INTERSECTION
12-13-2002	S.W. REPAIR AT LEELAND

PLAN STATUS
APPROVED FOR CONSTRUCTION
DATED: 7-18-2002
WITH REVISIONS NOTED ABOVE

PLAN AND PROFILE
LEE BOULEVARD
STA. 562+00 TO 568+00
PROJECT FILE NO. 2157
28.26.20-44-27
SHEET NUMBER
29

Exhibit "B"


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

Search No. 32-44-27-04-00027.0210

Date: May 16, 2003

Parcel: 219A

Project: Lee Boulevard Widening to Leeland Heights, Project #4057

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

STRAP: 32-44-27-04-00027.0210

Effective Date: April 21, 2003, at 5:00 p.m.

Subject Property: Lots 21, 22, 23, Block 27, Unit 4, Section 32, Township 44 South, Range 27 East Lehigh Acres according to the map or plat, thereof on file in the Office of Clerk of the Circuit Court, recorded in Plat Book 12, Page 54, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Arlene F. McCullough, surviving spouse of Joseph H. McCullough, deceased

By that certain instrument dated November 20, 1979, recorded December 3, 1979, in Official Record Book 1393, Page 432, Public Records of Lee County, Florida.

Easements:

1. Developer's Agreement recorded in Official Record Book 2357, Page 2973, and modified in Official Record Book 2551, Page 833, Public Records of Lee County, Florida.
2. Stipulated Final Judgment in reference to Lee County Comprehensive Land Plan and the Lee County Concurrency Management Ordinance No. 89-33 which sets forth regulations as to the construction and development of various residential property (Case No. 91-2482-CA), as recorded in Official Record Book 2319, Page 1488, and as re-recorded in Official Record Book 2332, Page 148 and amended in Official Record Book 2385, Page 857, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
3. Final Judgment Validating in reference to the assessment of benefit taxes to be levied and collected from various lands for the purpose of water management (Case No. 90-5836 CATSR), as recorded in Official Record Book 2173, Page 469, Public Records of Lee County Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
4. Property lies within the boundaries of the East County Water Control District and is subject to any acts and/or assessments thereof.

Division of County Lands

Updated Ownership and Easement Search

Search No. 32-44-27-04-00027.0210

Date: May 16, 2003

Parcel: 219A

Project: Lee Boulevard Widening to Leeland Heights, Project #4057

5. Sewer and Water Covenants and Restrictions recorded May 24, 1960 in Official Record Book 10, Page 695, and as amended by instruments recorded December 19, 1960 in Official Record Book 41, Page 264, Public Records of Lee County, Florida.
6. Agreement between Lee County Land and Title Company and Lehigh Utilities, Inc. as recorded in Official Record Book 327, Page 119, Public Records of Lee County, Florida.
7. Lots subject to a five foot (5') Utility Easement as recited on recorded plat.
8. Mortgage executed by Joseph H. McCullough and Arlene F. St. Cyr as joint tenants with full rights of survivorship and not as tenant in common, to Walter L. Albert by instrument dated December 3, 1979, recorded December 3, 1979, in Official Record Book 1393, Page 433; thereafter mortgage was assigned to Sinclair Albert, by Assignment of Mortgage, recorded September 5, 1996, in Official Record Book 2741, Page 2410, in the Public Records of Lee County, Florida.

Tax Status: 2002 Ad Valorem Taxes are PAID IN FULL

(The end user of this report is responsible for verifying tax and/or assessment information.)

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

5-Year Sales History

Parcel No. 219A

Lee Boulevard Widening to Leeland Heights, Project No. 4057

NO SALES in PAST 5 YEARS

This Instrument prepared by:
Public Works/County Lands Division
P.O. Box 398
Fort Myers, Florida 33902-0398

Partial Release of Mortgage

Know All Men By These Presents:

Whereas, Joseph H. McCullough and Arlene F. St. Cyr, as joint tenants with full rights of survivorship and not as tenants in common hereinafter referred to as the mortgagor, by indenture of Mortgage bearing date the 3rd day of December, A.D. 1979, and recorded in the office of the Clerk of the Circuit Court in and for the County of Lee, State of Florida, in Official Record Book 1393, Page 433, granted and conveyed unto Walter L. Albert, hereinafter referred to as the mortgagee, and his/her/their assigns, the premises therein particularly described, to secure the payment of the sum of Thirty Five Thousand and no/100 (\$35,000.00) Dollars, with interest as therein mentioned. Said mortgage being assigned to Sinclair Albert by Assignment of Mortgage dated August 6, 1996, recorded September 5, 1996 in Official Record Book 2741, Page 2410, Public Records of Lee County, Florida.

And Whereas, the said mortgagors have requested the said mortgagee to release the premises hereinafter described, being part of said mortgaged premises from the lien and operation of said Mortgage:

Now Therefore, Know Ye, that the said mortgagee, does remise, release, quit-claim, exonerate and discharge from the lien and operation of said mortgage unto the said mortgagor his/her/their heirs and assigns, that certain portion of the premises conveyed by said mortgage, more particularly described as follows:

See attached Exhibit "A" attached hereto and made a part hereof.

To Have and to Hold the same, with the appurtenances, unto the said mortgagors, their heirs and assigns forever, freed, exonerated and discharged of and from the lien of said mortgage, and every part thereof, provided always, nevertheless, that nothing herein contained shall in anywise impair, alter or diminish the effect, lien or encumbrance of the aforesaid Mortgage on the remaining part of said mortgaged premises, not hereby released therefrom, or any of the rights and remedies of the holder thereof.

In Witness Whereof, the said Mortgagee has hereunto set his/her/their hand and seal this

10 day of May, 2003

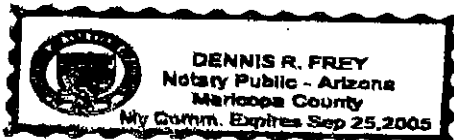
Signed, sealed and delivered in the presence of:

Archie L. B.

Sinclair Albert
Sinclair Albert

ARIZONA
State of Florida
County of MARICOPA

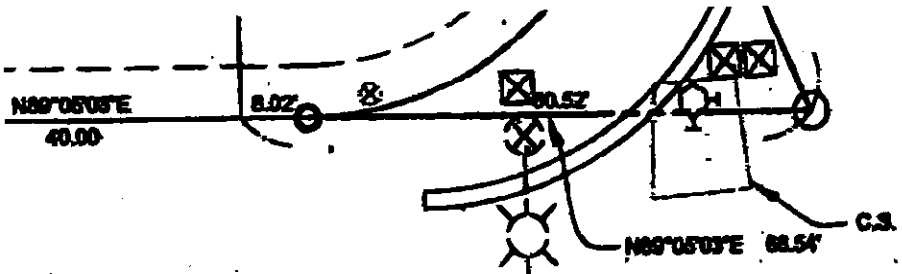
The foregoing instrument was acknowledged before me this 10 day of MAY, 2003 by SINCLAIR ALBERT who is personally known to me or who has produced AZ DRIVERS LICENSE as identification (name of person acknowledged) (type of identification)



Dennis R. Frey
Signature of Notary Public

DENNIS R. FREY
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Exhibit "A"



LEELAND HEIGHTS BOULEVARD (80' R/W)

DESCRIPTION

A tract or parcel of land lying in Section 32, Township 44 South, Range 27 East, Lee County, Florida. Said tract or parcel being more particularly described as follows:
 From the southeast corner of Lot 21 of the record plat "A PLAT OF BLOCKS 23, 24, 25, 26, 27, 28, 29 - UNIT No. 4 LELAND HEIGHTS" as recorded in Plat Book 12, Page 84, Lee County Records run S89°05'03"W along the south line of said Lot 21 for 60.52 feet to a point on a non tangent curve; thence run northeasterly along the arc of said curve to the left of radius 40.00 feet (delta 113°04'27") (chord bearing N32°32'49"E) (chord 68.74 feet) for 78.94 feet to an intersection with the easterly line of said Lot 21 and the westerly right-of-way line of Lee Boulevard; thence run S23°59'25"E along said line for 60.52 feet to the POINT OF BEGINNING.
 Containing 842 square feet, more or less.
 Bearings herein above mentioned are based on the centerline of Lee Boulevard to bear S23°59'25"E. E.

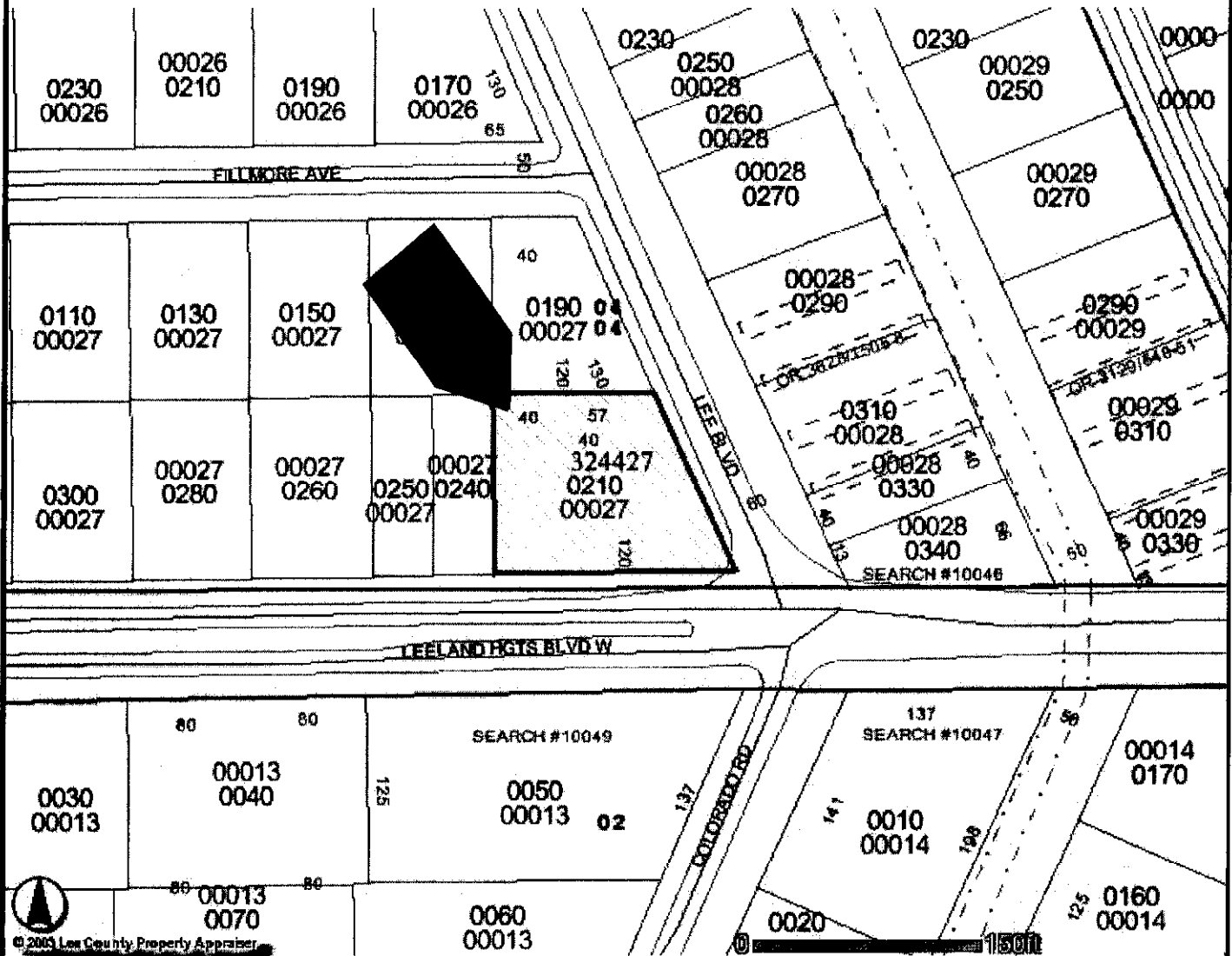
- 6. SURVEYED PARCEL CONTI
- 7. ACCORDING TO F.L.R.L. OF NOT PRINTED, NO SPECIAL
- 8. NO ENVIRONMENTAL ASSE THE SURVEYED PARCEL IS
- 9. ALL DISTANCES SHOWN A
- 10. THIS SURVEY WAS PERFO HEREON AND DOES NOT M DELINEATION OF ANY JURI OR NOTED HEREON.
- 11. BEARINGS BASED ON CEN 23°59'25" E.

THIS SURVEY IS FOR THE BENEFIT OF THE
 LEE COUNTY DEPARTMENT OF T
 NO OTHER PERSON OR ENTITY

Robert Avery
 ROBERT AVERY IS FOR THE PROFESSIONAL SURVEYOR AND FLORIDA CERTIFICATE NO. 6389

NOT VALID WITHOUT THE SIGNA

Parcel 219 A, Lee Blvd. #4057



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150ft