

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

**Date Critical
Blue Sheet No. 20060683**

1. ACTION REQUESTED/PURPOSE: Approve an exchange of real property interests under §125.37, F.S., for utility easements located on the Gulf Coast Hospital site on Metro Parkway, authorize the Chairwoman to sign all documents necessary to complete the exchange and authorize the Office of the County Attorney to do those things necessary to complete the transaction.

2. WHAT ACTION ACCOMPLISHES: Authorizes an exchange of real property interests under §125.37, F.S., and authorizes the Chairwoman to sign and accept documents to complete the transaction.

3. MANAGEMENT RECOMMENDATION:

4. Departmental Category: 12

A12A

5. Meeting Date:

06-13-2006

6. Agenda:

7. Requirement/Purpose: (specify)

8. Request Initiated:

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

- Statute 125.37, F.S.
- Ordinance
- Admin. Code
- Other

Commissioner _____
Department County Attorney
Division Land Use
By: *John J. Fredyma*
 John J. Fredyma, Asst. Cty Atty

9. Background: Pursuant to §125.37, F.S., the County has received a request from the owners of the Gulf Coast Hospital property site to exchange interests in several utility easements on the hospital site at 13691 Metro Parkway. The request comes from property owners: IMA Land Partners, LLP; Southwest Florida Regional Medical Center, Inc. and Gulf Coast Hospital Subdivision Property Owners Association, Inc.

The exchange of property interests is the entire consideration for this transaction. The property owners will be responsible for all costs of publication and (if approved) recording fees. No County funding is required.

The conveyance or release by the County will be by statutory deed. The proposed conveyance has been reviewed and approved by Lee County Utilities.

Attachments: *Resolution Approving Exchange of Property;
 Agreement for Exchange Pursuant to 125.37, F.S.;
 Grant of Perpetual Public Utility Easement
 Release of Easement(s); and
 all legals and sketches*

S:\L\UJF\UJFBLUE\Blue Sheet - Gulf Coast Hospital Exchange 125.37 (June 13).wpd

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
				<i>DMC</i>	Analyst <i>RK 5/27</i>	Risk <i>5/22/06</i>	Grants <i>5/24/06</i>	Mgr. <i>5/22/06</i>	<i>5-24-06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

CO. ATTY.
 5/17/06 3PM

RECEIVED BY
 COUNTY ADMIN:
 5-19-06
 3:22
 COUNTY ADMIN
 FORWARDED TO:
 P.R. 5/24/06

RESOLUTION NO. 06 - _____
RESOLUTION APPROVING EXCHANGE OF PROPERTY

WHEREAS, Lee County, a political subdivision of the State of Florida (Lee County), is desirous of maintaining an interest in public utility easements; and

WHEREAS, IMA Land Partners, LLP, Southwest Florida Regional Medical Center, Inc., and Gulf Coast Hospital Subdivision Property Owners Association, Inc., (collectively referred to as the "Owners" herein) desire to relocate certain public utility easements as may be located on their respective properties, all on the east side of Metro Parkway in Section 19, Township 45 South, Range 25 East, Lee County, Florida; and

WHEREAS, the parties have determined the relocation of certain existing public utility easements will facilitate improved utility service within the subject area; and

WHEREAS, Lee County hold a real property interest in three existing utility easements on the Gulf Coast hospital site on the east side of Metro Parkway in Section 19, Township 45 South, Range 25 East, Lee County, Florida; and

WHEREAS, Owners, in accordance with the terms of a document entitled "Agreement for Exchange Pursuant to §125.37, F.S.," a copy of which is attached hereto and incorporated herein (the "Agreement"), will relocate, reconstruct and maintain, as necessary, those public utility easements identified and described in the Agreement; and

WHEREAS, each of the parties will exchange their respective interests in the real property described in the Agreement; and

WHEREAS, the Board believes it is in the best interest of the public to exchange the real property interests described herein.

NOW, THEREFORE, BE IT RESOLVED by the Board of County Commissioners of Lee County, Florida, that, in consideration of the mutual covenants and commitments contained herein, the parties hereby agree to the following as the operative provision to effect a property exchange addressing each of the above referenced concerns:

The Board accepts the terms and conditions of the exchange of real property interests as set forth in the Agreement for Exchange Pursuant to §125.37, F.S., between the parties.

The Chairwoman, on behalf of the Board of County Commissioners, will execute the Agreement for Exchange Pursuant to §125.37, F.S., and bind the County to act in accordance with the terms and conditions as set forth therein, with Lee County to convey or release by County Deed (statutory form) the real property interests described in Exhibit "A" of the Agreement to Owners, or as may be directed; in exchange for Owners, as required under the terms of the Agreement, conveying their respective shares or portions of the real property interests described in Exhibit "B" of the Agreement to Lee County.

This exchange has been duly noticed and complies with Section 125.37, Florida Statutes (2006).

The foregoing resolution was offered by Commissioner _____ to move its adoption. The motion was seconded by Commissioner _____, and being put to a vote, the vote was as follows:

Robert P. Janes _____
Douglas R. St. Cerny _____
Ray Judah _____
Tammara Hall _____
John E. Albion _____

Duly passed and adopted this _____ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Chairwoman

Approved as to form by:

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

Attachment: *Agreement for Exchange Pursuant to §125.37, F.S. (With legal descriptions)*

AGREEMENT FOR EXCHANGE PURSUANT TO §125.37, F.S.

This Agreement for Exchange Pursuant to §125.37, F.S. ("*Agreement*") is for the exchange of real property interests between **IMA LAND PARTNERS, LLP**, a Florida Limited Liability Partnership; **SOUTHWEST FLORIDA REGIONAL MEDICAL CENTER, INC.**, a Florida Corporation; and **GULF COAST HOSPITAL SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Non Profit Corporation; as owners, whose address is c/o Henderson, Franklin, Starnes & Holt, P.A., 1715 Monroe Street, P.O. Box 280, Fort Myers, Florida 33902-0280 (collectively referred to as "*Gulf Coast*") and **LEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398 ("*County*"), as follows:

1. PURPOSE: The purpose of this Agreement is to facilitate the exchange of public utility easements relating to the development of Gulf Coast Hospital.
2. AGREEMENT TO EXCHANGE: In consideration of this Agreement and subject to the terms and conditions set forth below, the parties agree to exchange the following parcels:
 - a. County to Gulf Coast: County will convey or release to Gulf Coast, by County Deed (statutory form), or as may be directed, the real property interest legally described in attached Exhibit "A".
 - b. Gulf Coast to County: Gulf Coast, will convey to County by Perpetual Public Utility Easement Grant to County, their respective share or portion of a public utility legally described in attached Exhibit "B".
3. CONDITION OF PROPERTY; RISK OF LOSS: The parties have inspected the property to be conveyed and agree to accept it as is, or as otherwise provided in this Agreement. Any loss or damage to the property to be conveyed occurring between the date this Agreement is executed and the closing date will be at the current property owner's sole risk and expense. In the event the property to be conveyed is damaged either or both parties may agree to accept the damaged property or cancel this Agreement without obligation.
4. DOCUMENTS AND EXPENSES:
 - a. It is Gulf Coast's responsibility to pay for and provide:
 - (1) all taxes or special assessments attributable to the property described in Exhibit B, due and payable on or before the closing date.
 - (2) recording fees for the Easement Grant and the County Deed.
 - (3) state documentary stamps for both documents.
 - (4) advertising the exchange pursuant to §125.37, F.S.

5. BINDING EFFECT: Execution of this document constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns.
6. DATE AND LOCATION OF CLOSING: The closing for this transaction will take place at the Lee County Office of the County Attorney on or before 30 days from the date this Agreement is executed, or is otherwise mutually agreed by the parties. Closing will occur after the statutory public notice for Resolution of Exchange has been published and the Board adopts a Resolution authorizing the exchange.
7. RELOCATION OF UTILITIES: Gulf Coast agrees, at its sole expense, to repair, relocate or reconstruct any public utilities, including but not limited to, water, sewer, gas, electric, telephone and cable, affected by the exchange of easements as contemplated under this Agreement.
8. PERMITS: Gulf Coast is responsible for obtaining all required permits and approvals necessary to achieve compliance with applicable county, state and federal regulations.
9. CONFLICT OF LAWS: This Agreement will be construed in accordance with the laws of the State of Florida. The venue for any action arising from this Agreement lies in Lee County, Florida.
10. AUTHORITY OF THE CHAIRWOMAN: The County hereby authorizes its Chairwoman, or her designee, to accept and execute all documents on behalf of the County and to do all other things prudent and necessary to effectuate the terms of this Agreement and the exchange of real property interests contemplated herein.
11. ATTORNEY'S FEES: The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.
12. AMENDMENT: OTHER AGREEMENTS: Any amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties.

Dated this _____ day of _____, 2006

IMA Land Partners, LLP

[1st Witness' Signature]

[Type or print name]

BY: _____

[Signature]

Stephen R. Zellner

[Type or print name]

Managing Member

[Corporate Title]

[Corporate Title]

[2nd Witness' Signature]

[Type or print name]

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____, 2006, by Stephen R. Zellner, the Managing Member of IMA Land Partners, LLP, a Florida Limited Liability Partnership, on behalf of the partnership. He is personally known to me or provided _____ as identification.

[Stamp or seal]

Notary Public

**Southwest Florida Regional
Medical Center, Inc.**

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

BY: _____

[Signature]

[Type or print name]

[Corporate Title]

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____, 2006,
by _____, the _____ of Southwest Florida Regional
Medical Center, Inc., a Florida Corporation, on behalf of the corporation. He/she is
personally known to me or provided _____ as identification.

[Stamp or seal]

Notary Public

**Gulf Coast Hospital
Subdivision Property Owners
Association, Inc.**

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

BY: _____
[Signature]

[Type or print name]

[Corporate Title]

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____, 2006,
by _____, the _____ of Gulf Coast Hospital Subdivision
Owners Association, Inc., a Florida Non Profit Corporation, on behalf of the corporation.
He/she is personally known to me or provided _____ as
identification.

[Stamp or seal]

Notary Public

ATTEST:

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

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

By: _____
Chairwoman

APPROVED AS TO FORM:

By: _____
John J. Fredyma
Assistant County Attorney
Office of County Attorney

LEE COUNTY UTILITY EASEMENT
DESCRIPTION

EASEMENT NO. 1 (O.R. 2201 PAGE 2764)

20' WATERLINE EASEMENT

A strip of land situated in Section 19, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the South Quarter corner of said Section 19, thence;

1. South 89°00'59" West, 540.00 feet, along the south line of the southwest quarter of said section 19, thence;
2. North 01°22'09" East, 1320.06 feet, thence;
3. South 89°00'59" West, 505.10 feet, thence;
4. North 00°59'01" West, 24.99 feet, to the true point of beginning; thence;
5. South 89°00'59" West, 20.00 feet, thence;
6. North 00°59'01" West, 204.00 feet, thence;
7. South 89°00'59" West, 15.00 feet, thence;
8. North 00°59'01" West, 20.00 feet, thence;
9. North 89°00'59" East, 15.00 feet, thence;
10. North 00°59'01" West, 385.47 feet, thence;
11. North 89°00'59" East, 20.00 feet, thence;
12. South 00°59'01" East, 609.47 feet, to the true point of beginning.

Containing a computed area of 0.29 acres (12,489 square feet) of land, more or less.

And being a 20' easement for utility purposes across a parcel of land as recorded in the Official Records of Lee County, Florida, at Official Records Book 2018, Page 3429.

EASEMENT NO. 2 (O.R. 2595 PAGE 0806)

PERPETUAL UTILITY EASEMENT

A parcel of land situated in Section 19, Township 45 South, Range 25 East, Lee County, Florida, said parcel also being part of Lot 2, Gulf Coast Hospital Subdivision as recorded in Plat Book 49, Pages 7-9 in the public records of Lee County, Florida and being more particularly described as follows:

Commencing at the Southeast corner of Lot 2, thence;

1. South 89°00'59" West, 150.34 feet along the common line of Tract 4 and said Lot 2 to the true point of beginning, thence;
2. Continue South 89°00'59" West, 30.00 feet along said line, thence;
3. North 00°59'01" West, 15.00 feet, thence;
4. North 89°00'59" East, 30.00 feet, thence;
5. South 00°59'01" East, 15.00 feet to the true point of beginning.

Containing 450 square feet of land, more or less.

EASEMENT NO. 3 (O.R. 2201 PAGE 2765)

LIFT STATION EASEMENT

A strip of land situated in Section 19, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the south quarter corner of said Section 14, thence;

1. South 89°00'59" West, 540.00 feet, along the south line of the said southwest quarter of said Section 19, thence;
2. North 01°22'09" East, 1320.06 feet, thence;
3. South 89°00'59" West, 659.64 feet, thence;
4. North 00°59'01" West, 24.99 feet, to the true point of beginning, thence;
5. South 89°00'59" West, 12.00 feet, thence;
6. North 00°59'01" West, 95.00 feet, thence;
7. North 89°00'59" East, 37.64 feet, thence;
8. South 00°59'01" East, 30.00 feet, thence;
9. South 89°00'59" West, 25.64 feet, thence;
10. South 00°59'59" East, 65.00 feet, to the true point of beginning.

Containing a computed area of 0.04 acres (1908 square feet) of land, more or less.

And being a 20' easement for utility purposes across a parcel of land as recorded in the Official Records of Lee County, Florida, at Official Records Book 2018, Page 3429.

SURVEYOR'S NOTES:

DESCRIPTIONS ARE COPIED FROM O.R. BOOK 2201, PAGE 2764; O.R. BOOK 2201, PAGE 2765; O.R. BOOK 2595, PAGE 0806.

THIS MAP IS NOT A CERTIFICATION OF TITLE, ZONING, SETBACKS OR FREEDOM OF ENCUMBRANCES AND WAS PREPARED WITHOUT BENEFIT OF AN ABSTRACT.

BEARINGS ARE BASED ON THE SOUTH LINE OF "GULF COAST HOSPITAL SUBDIVISION" AS BEARING S. 89°00'59" W.

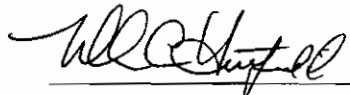
CERTIFICATE OF AUTHORIZATION LICENSE BUSINESS NO. 8891.

UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED PROFESSIONAL SURVEYOR AND MAPPER, AND ALL THREE SHEETS ARE INCLUDED, THIS MAP IS NOT VALID.

THIS IS NOT A SURVEY!

DESCRIPTION DRAWING

EXISTING LEE COUNTY UTILITY EASEMENTS
SERVING "GULF COAST HOSPITAL" IN SECTION 19,
T. 45 S., R. 25 E., LEE COUNTY, FLORIDA

 9-23-05

MARK A. HATFIELD, P.S.M. DATE
FLA CERT. NO. 4155

JOB NO: 03060
SCALE: 1" = 80'
DRAWN BY: JTM
CHECKED BY: MAH
DATE DRAWN: 9-22-05
FIELDWORK DATE:
FIELD BOOK:



MORRIS - DEPEW ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS * MAPPERS
2218 Altamont Avenue * Fort Myers, Florida 33901 * (239) 337-3993 * (FAX) 337-3994

T:\03060 - Gulf Coast Hospital - Existing Utility - 9/23/2005 8:18:30 AM mbhatfield

Daniels Parkway



0 200
SCALE OF FEET
SEPTEMBER 22, 2005

North Gulf Coast Drive

South Gulf Coast Drive

Metro Parkway

Doctors Way

LOT 1

LOT 2

LOT 3

Gulf Coast Hospital
Subdivision
PLAT BOOK 49, PG. 8

3 STORY
BUILDING
(HOSPITAL)

3 STORY
BUILDING

ONE STORY
BUILDING

TRACT 1
WATER MANAGEMENT
AREA

SEE SHEET 3 OF 3
FOR DETAILS OF
EASEMENTS

Easement No. 1

Easement No. 3

Easement No. 2

NOTE:

THE THREE LEE COUNTY UTILITY EASEMENTS SHOWN HEREON ARE EXISTING AND ARE RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS FOLLOWS:

EASEMENT NO. 1: O.R. BOOK 2201, PAGE 2764

EASEMENT NO. 2: O.R. BOOK 2595, PAGE 0806

EASEMENT NO. 3: O.R. BOOK 2201, PAGE 2765

THE INTENT OF THIS DRAWING IS TO SHOW EXISTING LEE COUNTY UTILITY EASEMENTS SERVING GULF COAST HOSPITAL TOGETHER WITH THEIR RECORDED DESCRIPTIONS. IN THE EVENT DISCREPANCIES EXIST BETWEEN THE DESCRIPTIONS SHOWN IN THE RECORDED INSTRUMENTS AND THE DESCRIPTIONS SHOWN HEREON, THE RECORDED DESCRIPTIONS WILL HOLD.

DESCRIPTION DRAWING
EXISTING LEE COUNTY UTILITY EASEMENTS
SERVING "GULF COAST HOSPITAL" IN SECTION
19, T. 45 S., R. 25 E., LEE COUNTY, FLORIDA

EXHIBIT "A"
(Page 2 of 3)

JOB NO: 03060
SCALE: 1" = 200'
DRAWN BY: JTM
CHECKED BY: MAH
DATE DRAWN: 9-22-05
FIELDWORK DATE: N/A
FIELD BOOK: N/A

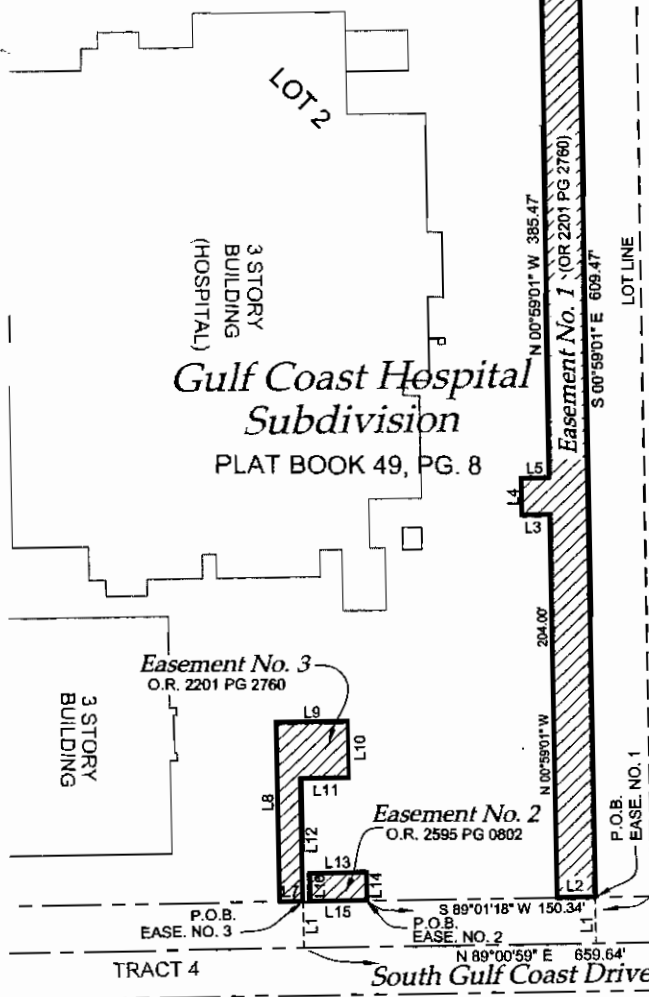
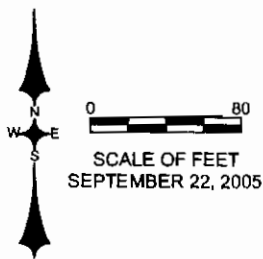


MORRIS - DEPEW ASSOCIATES, INC.
ENGINEERS * PLANNERS * SURVEYORS * MAPPERS
2216 Altamont Avenue * Fort Myers, Florida 33901 * (238) 337-3993 * (FAX) 337-3994

North Gulf Coast Drive

CT 2

NORTH BOUNDARY OF "GULF COAST HOSPITAL SUBDIVI

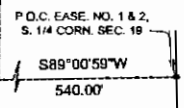


LINE TABLE		
LINE	LENGTH	BEARING
L1	24.99'	N00°59'01"W
L2	20.00'	S89°00'59"W
L3	15.00'	S89°00'59"W
L4	20.00'	N00°59'01"W
L5	15.00'	N89°00'59"E
L6	20.00'	N89°00'59"E
L7	12.00'	N89°00'59"E
L8	95.00'	N00°59'01"W
L9	37.64'	N89°00'59"E
L10	30.00'	S00°59'01"E
L11	25.64'	S89°00'59"W
L12	65.00'	S00°59'59"E
L13	30.00'	N89°00'59"E
L14	15.00'	S00°59'01"E
L15	30.00'	N89°00'59"W
L16	15.00'	N00°59'01"W

EXHIBIT "A"
(Page 3 of 3)

- ABBREVIATIONS:
 CORN. = CORNER
 EASE. = EASEMENT
 O.R. = OFFICIAL RECORD BOOK
 PG. = PAGE
 P.O.B. = POINT-OF-BEGINNING
 P.O.C. = POINT-OF-COMMENCEMENT
 SEC. = SECTION
 L1 = DESIGNATION OF LINE SHOWN IN LINE TABLE

DESCRIPTION DRAWING
 EXISTING LEE COUNTY UTILITY EASEMENTS
 SERVING "GULF COAST HOSPITAL" IN SECTION 19,
 T. 45 S., R. 25 E., LEE COUNTY, FLORIDA



I:\03060 - Gulf Coast Hospital Fac. Exp\03060 less parcels.dwg\03060 vacate LCOE.dwg, 9/23/2005 6:18:13 AM, mhatfield

JOB NO: 03060
 SCALE: 1" = 80'
 DRAWN BY: JTM
 CHECKED BY: MAH
 DATE DRAWN: 9-22-05
 FIELDWORK DATE: N/A
 FIELD BOOK: N/A



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 2216 Altamont Avenue * Fort Myers, Florida 33901 * (239) 337-3993 * (FAX) 337-3994

DESCRIPTION
Parcel No. One

A strip of land being 45.00 feet wide (as measured at right angles) lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, lying 22.50 feet on both sides (as measured at right angles, or radially) of the following described centerline;

Commencing at the northeast corner of "Gulf Coast Hospital Subdivision" as recorded in Plat Book 49, Pages 7 through 9, of the Public Records of Lee County, Florida; thence S.01°22'06"W., along the east line of said subdivision, and its southerly extension, a distance of 1320.06 feet; thence S.89°00'57"W., a distance of 981.21 feet to the Point-of-Beginning of this description; thence N.0°59'04" W, a distance of 633.34 feet; thence N.06°41'42"W., a distance of 26.61 feet to "Point A"; thence continuing N 06°41'42" W, a distance of 23.64 feet; thence N.0°59'04"W., a distance of 660.55 feet to the beginning of a curve to the left; thence northwesterly along an arc of said curve, having a radius of 165.00 feet, a central angle of 30°47'47", and whose chord bears N.16°22'58"W. for a distance of 87.62 feet, arc length being 88.69 feet to a point of reverse curvature of a curve to the right; thence northeasterly along an arc of said curve, having a radius of 165.00 feet, a central angle of 120°53'31", and whose chord bears N.28°39'54"E. for a distance of 287.06 feet, arc length being 348.14 feet; thence N.89°06'40"E. along a tangent line, a distance of 809.81 feet to the beginning of a curve to the right; thence southeasterly along an arc of said curve, having a radius of 100.00 feet, a central angle of 92°15'26" and whose chord bears S.44°45'37"E. for a distance of 144.18 feet, arc length being 161.02 feet; thence S.01°22'06"W. along a tangent line that lies 22.50 feet west of (as measured at right angles) and parallel to the east boundary line of said "Gulf Coast Hospital Subdivision" and its northerly and southerly extensions, for a distance of 1054.79 feet to the beginning of a curve to the right; thence southwesterly along an arc of said curve, having a radius of 62.00 feet, a central angle of 87°44'30" and whose chord bears S.45°14'21"W. for a distance of 85.94 feet, arc length being 94.95 feet; thence S.89°06'36"W., along a tangent line, a distance of 422.53 feet to the beginning of a curve to the right; thence northwesterly along an arc of said curve, having a radius of 100.00 feet, a central angle of 89°47'18" and whose chord bears N.45°59'45"W. for a distance of 141.16 feet, arc length being 156.71 feet to a point of reverse curvature of a curve to the left; thence northwesterly along an arc of said curve, having a radius of 100.00 feet, a central angle of 89°47'18", and whose chord bears N.45°59'45"W. for a distance of 141.16 feet, arc length being 156.71 feet; thence S.89°06'36"W., along a tangent line, a distance of 298.39 feet to said Point "A" and the Point-of-Terminus of this description.
Sidelines to be shortened or extended so as to form a continuous strip.

AND ALSO;

Parcel No. 2

A parcel of land lying in Section 19, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows;

Commencing at the northeast corner of "Gulf Coast Hospital Subdivision" as recorded in Plat Book 49, Pages 7 through 9, of the Public Records of Lee County, Florida; thence N 01°22'06" E, along the northerly extension of the east line of said subdivision, a distance of 380.19 feet; thence S.89°06'40"W. a distance of 356.60 feet to the Point-of-Beginning of this description; thence continuing S.89°06'40"W. a distance of 119.00 feet to a point-of-cusp of a curve concave in the northwesterly side whose radius point bears N.00°53'20"W. for a distance of 19.50 feet; thence northeasterly along an arc of said curve, having a radius of 19.50 feet, a central angle of 90°00'35" and whose chord bears N.44°06'22"E. for a distance of 27.58 feet, arc length being 30.63 feet; thence N.0°53'55"W., along a tangent line, a distance of 166.46 feet to an intersection with the southerly right-of-way line of Daniels Parkway (250 foot right-of-way); thence N.88°59'49"E. along said right-of-way line, a distance of 80.00 feet; thence S.0°53'55"E. a distance of 166.62 feet to the beginning of a curve to the left; thence southeasterly along an arc of said curve, having a radius of 19.50 feet, a central angle of 89°59'25" and whose chord bears S.45°53'38"E. for a distance of 27.57 feet, arc length being 30.63 feet to the said Point-of-Beginning of this description.

SURVEYOR'S NOTES:

The descriptions shown hereon are new.
Orientation is based on the East line of "Gulf Coast Hospital Subdivision" being assumed at S.01°22'06"W.
This description was prepared without the benefit of an abstract.
No search of the Public Records was conducted by this office for the existence of any easements, restrictions, reservations, or rights-of-way of record.
Unless it bears the signature and original raised seal of a Florida licensed Professional Surveyor and Mapper, and both sheets are included, this map is not valid.
THIS IS NOT A SURVEY!

ABBREVIATIONS:

- C/L = CENTERLINE
- C1 = CURVE DESIGNATION
- DR. = DRIVE
- G.C.H.S. = GULF COAST HOSPITAL SUBDIVISION
- P.O.B. = POINT-OF-BEGINNING
- P.O.C. = POINT-OF-COMMENCEMENT
- P.O.T. = POINT-OF-TERMINUS
- R/W = RIGHT-OF-WAY

DESCRIPTION DRAWING
PROPOSED UTILITY EASEMENTS
FOR GULF COAST MEDICAL PARK, IN SECTION 19,
T. 45 S., R. 25 E., LEE COUNTY, FLORIDA

PREPARED BY:

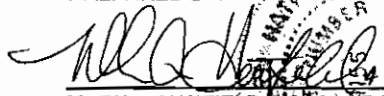
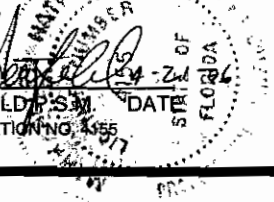

MARK A. HATFIELD, P.S.M.
FLORIDA REGISTRATION NO. 1155
DATE: 4/21/06


EXHIBIT "B"
(Page 1 of 2)



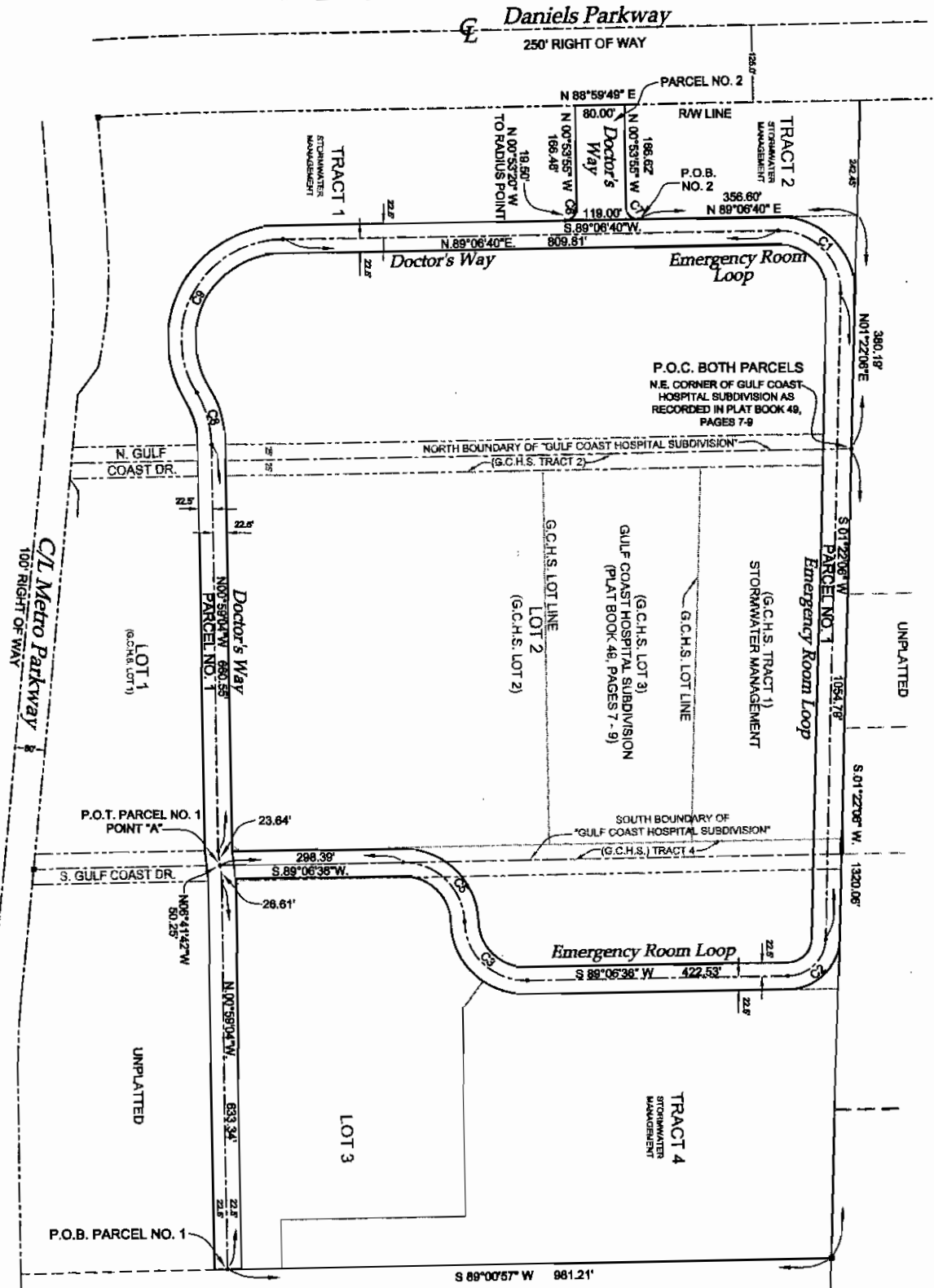
CURVE DATA TABLE					
CURVE	RADIUS	ARC LENGTH	CENTRAL ANGLE	CHORD BEARING	CHORD DISTANCE
C1	100.00'	161.02'	92°15'26"	N44°45'37"W	144.18'
C2	62.00'	94.95'	87°44'30"	N45°14'21"E	85.94'
C3	100.00'	156.71'	89°47'18"	N45°59'45"W	141.16'
C5	100.00'	156.71'	89°47'18"	N45°59'45"W	141.16'
C6	19.50'	30.63'	90°00'35"	N44°06'22"E	27.58'
C7	19.50'	30.63'	89°59'25"	S45°53'38"E	27.57'
C8	165.00'	88.69'	30°47'47"	N16°22'58"W	87.62'
C9	165.00'	348.14'	120°53'31"	N28°39'54"E	287.06'



DESCRIPTION DRAWING
PROPOSED UTILITY EASEMENTS
FOR GULF COAST MEDICAL PARK, IN SECTION 19,
T. 45 S., R. 25 E., LEE COUNTY, FLORIDA

0 100 200
 SCALE OF FEET

EXHIBIT "B"
(Page 2 of 2)



MDA PROJECT 03060
 DRAWN: MAH
 CHECKED: DRD
 APRIL 21, 2006



MORRIS - DEPEW ASSOCIATES, INC.
 ENGINEERS * PLANNERS * SURVEYORS * MAPPERS
 2216 Altamont Avenue * Fort Myers, Florida 33901 * (239) 337-3983 * (FAX) 337-3984
 AUTHORIZATION NUMBER LB 6891

This Instrument Prepared By:
Cody Vaughan-Birch, Esq.
Henderson, Franklin, Starnes & Holt, P.A.
P.O. Box 280
Fort Myers, Florida 33902

Strap Numbers: 19-45-25-16-00000.0010
19-45-25-16-00000.0020
19-45-25-16-00000.0030
19-45-25-16-00001.00CE

THIS SPACE RESERVED FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This Easement Grant is given the ____ day of _____, 2006, by **IMA LAND PARTNERS, LLP**, a Florida Limited Liability Partnership; **SOUTHWEST FLORIDA REGIONAL MEDICAL CENTER, INC.**, a Florida Corporation; and **GULF COAST HOSPITAL SUBDIVISION PROPERTY OWNERS ASSOCIATION, INC.**, a Florida Non Profit Corporation (collectively referred to as the "*Grantor*"), and whose address is c/o Henderson, Franklin, Starnes & Holt, P.A., 1715 Monroe Street, P.O. Box 280, Fort Myers, Florida 33902-0280; and **LEE COUNTY**, a political subdivision of the State of Florida, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398 ("*Grantee*"), as follows:

WITNESSETH:

1. For and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration, the receipt of which is hereby acknowledged and accepted, GRANTOR hereby grants, bargains, sells and transfers to the GRANTEE, its successors and assigns, a perpetual public utility easement situated in Lee County, Florida, located and described as set forth in Exhibit "A", attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations and appurtenances, to be located on, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove roots, trees, shrubs, bushes and plants, and remove fences or other improvements which may affect the operation of lines, mains and/or utility facilities, provided; however, that none of the improvements will unreasonably interfere with the surficial ingress/egress uses. Additionally, any damage to GRANTOR's property or permitted improvements thereon as the result of the construction, maintenance, or repairs located within the described easement shall be restored by GRANTEE, to the condition in which it existed prior to the damage, as is reasonably practicable.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other water/sewer mains for providing water/sewer service to this and any adjacent properties. The total area of this public utility easement is reserved for utility lines, mains, or appurtenant facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures may not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free from any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend the right, title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

6. GRANTOR(S), its heirs, successors or assigns, agrees to assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3. within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

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

8. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for utility purposes.

9. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

IMA Land Partners, LLP

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

BY: _____

[Signature]

Stephen R. Zellner

[Type or print name]

Managing Member

[Corporate Title]

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this _____ day of _____, 2006, by Stephen R. Zellner, the Managing Member of IMA Land Partners, LLP, a Florida Limited Liability Partnership, on behalf of the partnership. He/she is personally known to me or provided _____ as identification.

[Stamp or seal]

Notary Public

**Southwest Florida Regional
Medical Center, Inc.**

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

BY: _____
[Signature]

[Type or print name]

[Corporate Title]

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____, 2006, by _____, the _____ of Southwest Florida Regional Medical Center, Inc., a Florida Corporation, on behalf of the corporation. He/she is personally known to me or provided _____ as identification.

[Stamp or seal]

Notary Public

**Gulf Coast Hospital
Subdivision Property Owners
Association, Inc.**

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

BY: _____
[Signature]

[Type or print name]

[Corporate Title]

STATE OF FLORIDA
COUNTY OF _____

The foregoing was acknowledged before me this ____ day of _____,
2006, by _____, the _____ of Gulf Coast Hospital
Subdivision Owners Association, Inc., a Florida Non Profit Corporation, on behalf of the
corporation. He/she is personally known to me or provided _____
as identification.

[Stamp or seal]

Notary Public

Approved and accepted for and on behalf of Lee County, Florida, this ____ day
of _____, 20_____.

ATTEST:

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

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

By: _____
Chairwoman

APPROVED AS TO FORM:

By: _____
John J. Fredyma
Assistant County Attorney
Office of County Attorney

This Instrument Prepared by:

Lee County Attorney's Office
P.O. Box 398
Fort Myers, FL 33902-0398
941/335-2236

STRAP Number: 19-45-25-16-00000.0020

This Space for Recording

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that this Release of Easement is given by **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 (*County*), to **DOCTORS OSTEOPATHIC MEDICAL CENTER, INC.**, d/d/a Gulf Coast Hospital, a Florida Corporation, whose address is P.O. Box 750, Nashville, Tennessee 37202, its successors and assigns (*Grantee*).

WITNESSETH:

WHEREAS, Lee County is the holder of rights in a Perpetual Utility Easement Grant and Indemnity Agreement from Doctors Osteopathic Medical Center, Inc., d/b/a Gulf Coast Hospital, dated December 19, 1990, recorded in Official Records (O.R.) Book 2201, Page 2760 of the Public Records of Lee County, Florida, consisting of a (generally) 20-foot wide waterline easement and a lift station easement, both on real property in Section 19, Township 45 South, Range 25, Lee County, Florida.

WHEREAS, Lee County has been requested to exchange its real property interest in the above-described utility easements in exchange for a replacement public utility easement; and

WHEREAS, Lee County has approved the requested exchange of real property interests pursuant to §125.37, F.S.; and

WHEREAS, it is the intent of Lee County to release to Doctors Osteopathic Medical Center, Inc., d/b/a Gulf Coast Hospital, all of the County's right, title and interest in the two utility easements described in the Perpetual Utility Easement Grant and Indemnity Agreement from Doctors Osteopathic Medical Center, Inc., d/b/a Gulf Coast Hospital, to Lee County, Florida, dated December 19, 1990, recorded in O.R. Book 2201, Page 2760 of the Public Records of Lee County, Florida.

NOW, THEREFORE, the undersigned, for and in consideration of the sum of Ten Dollars (\$10.00) and other consideration, receipt of which is hereby acknowledged, LEE COUNTY hereby conveys, sets over, remises and releases to DOCTORS OSTEOPATHIC MEDICAL CENTER, INC., d/b/a Gulf Coast Hospital, its successors and assigns, all of the County's right, title and interest in the two utility easements described in Perpetual Utility Easement Grant and Indemnity Agreement from Doctors Osteopathic Medical Center, Inc., d/b/a Gulf Coast Hospital, to Lee County, Florida, recorded in O.R. Book 2201, Page 2760 of the Public Records of Lee County, Florida, consisting of a (generally) 20-foot wide waterline easement and a lift station easement, both on real property in Section 19, Township 45 South, Range 25, Lee County, Florida.

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

IN WITNESS WHEREOF, the Chairwoman of the Lee County Board of County Commissioners has executed this Release of Easement on the ___ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

[Type or print name]

By: _____
Tamarra Hall
Chairwoman

APPROVED AS TO FORM:

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

This Instrument Prepared by:

Lee County Attorney's Office
P.O. Box 398
Fort Myers, FL 33902-0398
941/335-2236

STRAP Number: 19-45-25-16-00000.0020

This Space for Recording

RELEASE OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that this Release of Easement is given by **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 (*County*), to **HEALTHCARE REALTY TRUST INCORPORATED**, a corporation authorized to do business in the State of Florida, whose address is 3310 West End Avenue, Suite 700, Nashville, Tennessee 37203, its successors and assigns (*Grantee*).

WITNESSETH:

WHEREAS, Lee County is the holder of rights in a Perpetual Utility Easement Grant and Indemnity Agreement from Healthcare Realty Trust Incorporated, dated March 29, 1995, recorded in Official Records (O.R.) Book 2595, Page 0802 of the Public Records of Lee County, Florida, consisting of a utility easement on real property located in Section 19, Township 45 South, Range 25, Lee County, Florida.

WHEREAS, Lee County has been requested to exchange its real property interest in the above-described utility easement in exchange for a replacement public utility easement; and

WHEREAS, Lee County has approved the requested exchange of real property interests pursuant to §125.37, F.S.; and

WHEREAS, it is the intent of Lee County to release to Healthcare Realty Trust Incorporated, all of the County's right, title and interest in the utility easement described in the Perpetual Utility Easement Grant and Indemnity Agreement from Healthcare Realty Trust Incorporated to Lee County, Florida, dated March 29, 1995, recorded in O.R. Book 2595, Page 0802 of the Public Records of Lee County, Florida.

NOW, THEREFORE, the undersigned, for and in consideration of the sum of Ten Dollars (\$10.00) and other consideration, receipt of which is hereby acknowledged, LEE COUNTY hereby conveys, sets over, remises and releases to HEALTHCARE REALTY TRUST INCORPORATED, its successors and assigns, all of the County's right, title and interest in the utility easement described in Perpetual Utility Easement Grant and Indemnity Agreement from Healthcare Realty Trust Incorporated to Lee County, Florida, recorded in O.R. Book 2595, Page 0802 of the Public Records of Lee County, Florida, consisting of a utility easement on real property in Section 19, Township 45 South, Range 25, Lee County, Florida.

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

IN WITNESS WHEREOF, the Chairwoman of the Lee County Board of County Commissioners has executed this Release of Easement on the ___ day of _____, 2006.

ATTEST:
CHARLIE GREEN, CLERK

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

By: _____
Deputy Clerk

[Type or print name]

By: _____
Tamarra Hall
Chairwoman

APPROVED AS TO FORM:

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