

This document prepared by
Lee County Department of County Lands
Project: Littleton Road Widening – Corbett Road to U.S. 41, No. 5028
Parcel: 225 and 225-A
Part of STRAP No.: 27-43-24-00-00023.0030

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this _____ day of _____, 20____ by and between **MHC Windmill Village, L.L.C., a Delaware Limited Liability Company**, hereinafter referred to as SELLER, whose address is Post Office Box 06115, Chicago, Illinois 60606, and **Lee County**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as COUNTY.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and COUNTY agrees to purchase, subject to the terms and conditions set forth below, Parcel 225, a fee-simple interest in land consisting of 72,788 square feet more or less, and Parcel 225-A, a drainage easement consisting of 1,889 square feet, more or less, and more particularly described in attached "Exhibit A" and Exhibit "B" (hereinafter collectively referred to as the "Property"). This property is being acquired for the Littleton Road Widening – Corbett Road to U.S. 41 (the "Project"), with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by COUNTY through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Hundred Thousand and No/100 Dollars (\$200,000.00), inclusive of land, improvements, and cost to cure, payable at closing in U.S. Currency by Automated Clearing House (ACH) transfer. The Purchase Price is mutually agreeable to both the SELLER and COUNTY and represents the voluntary sale and purchase of the Property in lieu of COUNTY's condemnation.

3. **EVIDENCE OF TITLE:** COUNTY will obtain at COUNTY'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 COUNTY. 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, use restrictions imposed by governmental authority, deed restrictions and easements acceptable to COUNTY, as determined by COUNTY.

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

5. **SELLER'S INSTRUMENTS:** SELLER will provide:

A statutory warranty deed, a Perpetual Drainage Easement (the form is attached as Exhibit "C"), and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance (deed/affidavit to be prepared by COUNTY's title company);

5.01 **SELLER'S EXPENSES:** SELLER will pay for and provide:

- (a) utility services up to, but not including the date of closing;
- (b) taxes, prorated to the day before closing;
- (c) any and all assessments levied against the property must be paid in full at closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

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

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

- (c) COUNTY will pay reasonable lender processing fees and costs associated with obtaining releases of mortgage, not to exceed \$1,000 per release, if any.

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. COUNTY is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector. If closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year without proration.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the COUNTY.

8. **ASSESSMENTS:** SELLER will provide any and all notices of pending or imminent assessments. Failure to disclose assessment notices becomes a breach of agreement and SELLER will be responsible to pay the full amount due.

9. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, COUNTY 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, COUNTY 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, COUNTY 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.

10. **SURVEY:** COUNTY may order the Property surveyed at COUNTY's expense. SELLER agrees to provide access to the Property for such 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 and/or covenants of this Agreement, upon notice to the SELLER, the COUNTY may elect to treat such discrepancies, violations and/or encroachments as a title defect.

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

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

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

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

13. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The COUNTY'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 COUNTY abandons this project after execution of this Agreement, but before closing, COUNTY may terminate this Agreement without obligation.

14. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

17. **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 COUNTY at time of closing unless otherwise stated herein.

18. **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.

19. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement. Any and all Special Conditions are incorporated herein as if fully set forth herein.

WITNESSES:

SELLER:

MHC Windmill Village, L.L.C. a
Delaware Limited Liability Company

[1st Witness' Signature]

BY: _____

[Type or print name]

Print Name

[2nd Witness' Signature]

Corporate Title

[Type or print name]

Date

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 2021.

ATTEST:
LINDA DOGGETT, CLERK

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Kevin Ruane, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

- Attachments: Exhibit "A" - Parcel 225 (Legal Description and Sketch)
Exhibit "B" - Parcel 225-A (Legal Description and Sketch)
Exhibit "C" - Drainage Easement
Exhibit "D" - Summary of Compensation
Special Conditions

SKETCH & DESCRIPTION

Exhibit "A"
Page 1 of 5

ACQUISITION PARCEL 225
LYING WITHIN
SECTIONS 27 & 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

LEGAL DESCRIPTION: ACQUISITION PARCEL 225

A PARCEL OF LAND LYING WITHIN SECTIONS 27 AND 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST AND BEING A PORTION OF THE LANDS AS DESCRIBED IN INSTRUMENT 2005000160121, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST; THENCE RUN S 89°52'34" W ALONG THE SOUTH LINE OF SAID SECTION 28 A DISTANCE OF 75.08 FEET; THENCE DEPARTING SAID SECTION LINE RUN N 00°07'26" W A DISTANCE OF 25.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LITTLETON ROAD AS PER COUNTY COMMISSION MINUTE BOOK 5, PAGE 580, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 00°18'50" W A DISTANCE OF 17.49 FEET TO THE EXISTING MAINTAINED RIGHT-OF-WAY LINE OF LITTLETON ROAD AS PER INSTRUMENT NUMBER 2017000185068 AND THE POINT OF BEGINNING. THENCE N 00° 18'50" W ALONG THE WEST LINE OF A PARCEL DESCRIBED IN INSTRUMENT NUMBER 2005000160121 A DISTANCE OF 48.51 FEET; THENCE DEPARTING SAID WEST LINE RUN N 89°52'34" E A DISTANCE OF 147.52 FEET; THENCE N 88°50'26" E A DISTANCE OF 80.16 FEET; THENCE S 89°54'59" E A DISTANCE OF 1495.25 FEET; THENCE N 89°07'44" E A DISTANCE OF 120.02 FEET; THENCE S 89°54'59" E A DISTANCE OF 13.61 FEET; THENCE S 00°07'26" E A DISTANCE OF 13.16 FEET; THENCE N 89°52'34" E A DISTANCE OF 59.06 FEET; THENCE N 00°07'26" W A DISTANCE OF 12.95 FEET; THENCE S 89°54'59" E A DISTANCE OF 44.61 FEET TO THE WEST LINE OF A PARCEL OF LAND AS DESCRIBED IN OFFICIAL RECORDS BOOK 3121, PAGE 4112; THENCE S 05°55'29" W ALONG SAID WEST LINE A DISTANCE OF 30.16 FEET TO SAID EXISTING MAINTAINED RIGHT-OF-WAY LINE OF LITTLETON ROAD; THENCE ALONG SAID EXISTING MAINTAINED RIGHT-OF-WAY LINE THE FOLLOWING SIXTEEN (16) COURSES AND DISTANCES: 1). N 89°54'59" W A DISTANCE OF 312.70 FEET; 2). N 89°43'30" W A DISTANCE OF 563.26 FEET; 3). N 71°00'03" W A DISTANCE OF 22.24 FEET; 4). N 87°27'49" W A DISTANCE OF 12.15 FEET; 5). S 00°05'01" W A DISTANCE OF 35.01 FEET; 6). N 89°21'31" W A DISTANCE OF 34.92 FEET; 7). N 42°43'54" W A DISTANCE OF 7.64 FEET; 8). N 71°35'53" W A DISTANCE OF 14.66 FEET; 9). N 88°36'18" W A DISTANCE OF 69.66 FEET; 10). S 71°36'11" W A DISTANCE OF 17.68 FEET; 11). N 89°48'01" W A DISTANCE OF 380.47 FEET; 12). N 89°54'59" W A DISTANCE OF 189.07 FEET; 13). N 88°29'15" W A DISTANCE OF 168.84 FEET; 14). S 63°30'27" W A DISTANCE OF 22.87 FEET; 15). N 89°22'26" W A DISTANCE OF 144.87 FEET; 16). S 89°19'41" W A DISTANCE OF 3.57 FEET TO THE POINT OF BEGINNING.

CONTAINING 72,788 SQUARE FEET MORE OR LESS

ABBREVIATIONS:

- BRG. E BEARING
- CCMB = COUNTY COMMISSION MINUTE BOOK
- COR. = CORNER
- DIST. = DISTANCE
- DWG = DRAWING
- ESMT. = EASEMENT
- FT. = FOOT
- INC. = INCORPORATED
- INST = INSTRUMENT
- LB = LICENSED BUSINESS
- LCEC = LEE COUNTY ELECTRIC CO-OP
- O.R. = OFFICIAL RECORD BOOK
- NO. = NUMBER
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- REV. = REVISION
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.F. = SQUARE FEET
- SKD = SKETCH AND DESCRIPTION
- S.R. = S.R.
- U.E. = UTILITY EASEMENT

NOTES:

1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF T2UES, INC. IS LB-8336.
2. BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING S 89°54'59" E.
3. LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS AND DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NOT VALID WITHOUT ALL SHEETS.

Scott R. Urquhart
SCOTT R. URQUHART
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6524
(FOR THE FIRM, LB 8336)
SIGNED THIS 22 DAY OF FEBRUARY, 2021

SEE SHEET 2, 3, 4 & 5 OF 5 FOR SKETCH

J:\2019\190601 LITTLETONDRAWING\SKD\SROW TAKINGS\PARCEL 225\190601 LITTLETON ROW PARCEL 225.DWG

FOR: LEE COUNTY	
COUNTY: LEE	DWG DATE: 2/17/2021
PROJECT NO.: 190601	DRAWN BY: RJO
DRAWING NO.: 190601 SKD	CHECKED BY: SJU
REVISION:	REV. DATE:

SKETCH & DESCRIPTION
ACQUISITION PARCEL 225
LYING IN

SECTIONS 27 & 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST



5670 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179



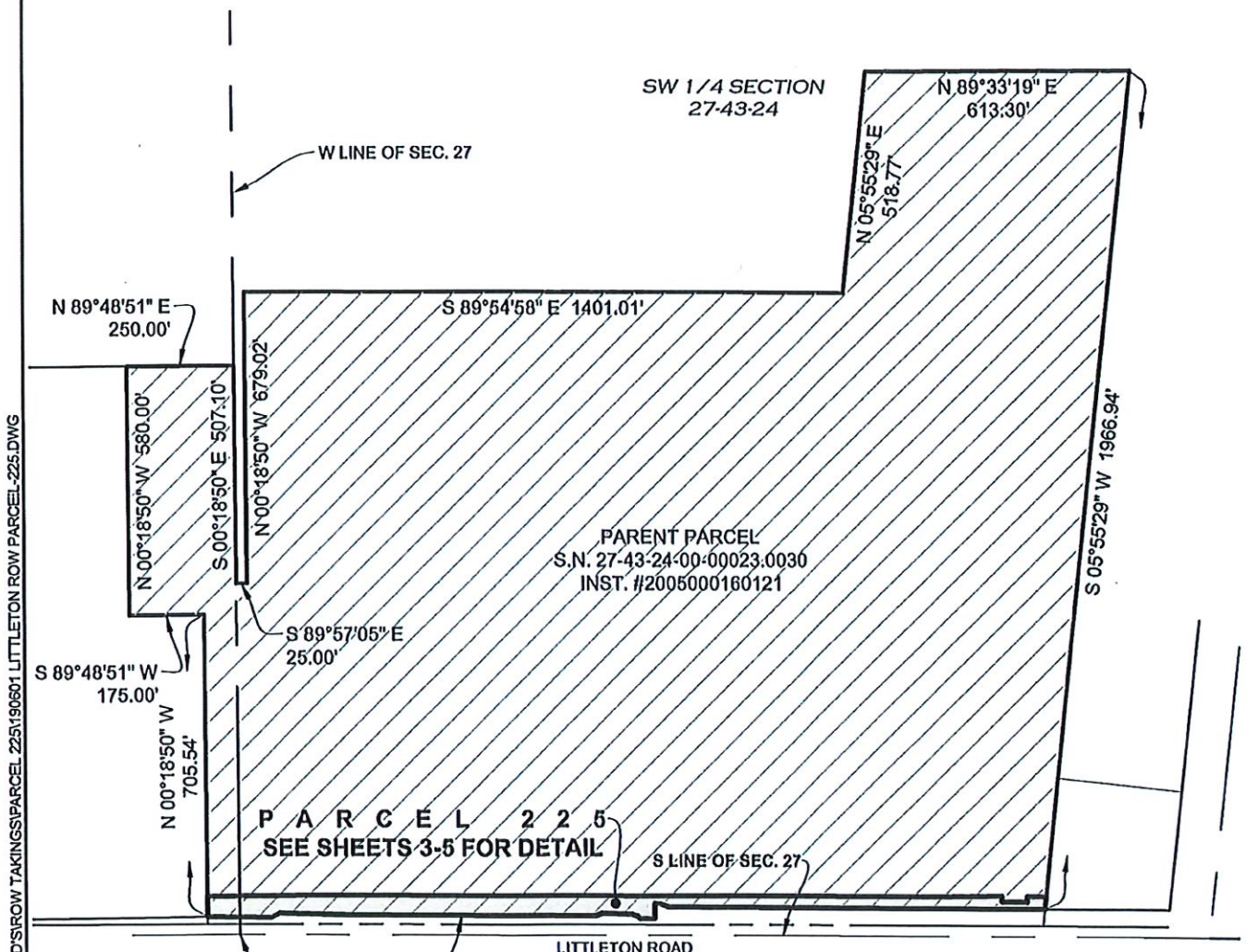
SKETCH & DESCRIPTION

ACQUISITION PARCEL 225
 LYING WITHIN
 SECTIONS 27 & 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA



Exhibit "A"
 Page 2 of 5

PARCEL 225 AREA TABLE (S.F.)	
PARENT PARCEL	3,328,973
ACQUISITION PARCEL	72,788
REMAINDER PARCEL	3,256,185



EXISTING MAINTAINED R/W LINE FOR LITTLETON ROAD PER WILSON MILLER - STANTEC SURVEY DATED AUGUST 12, 2012 (INST # 2017000185068)

FOR:		LEE COUNTY	
COUNTY:	LEE	DWG DATE:	2/17/2021
PROJECT NO.:	190601	DRAWN BY:	RJO
DRAWING NO.:	190601 SKD	CHECKED BY:	SU
REVISION:		REV. DATE:	

SEE SHEET 1 OF 5 FOR DESCRIPTION

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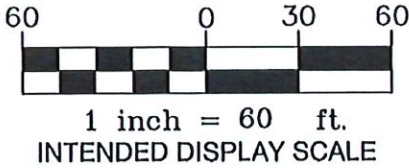
SKETCH & DESCRIPTION
 ACQUISITION PARCEL 225
 LYING IN
 SECTIONS 27 & 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST



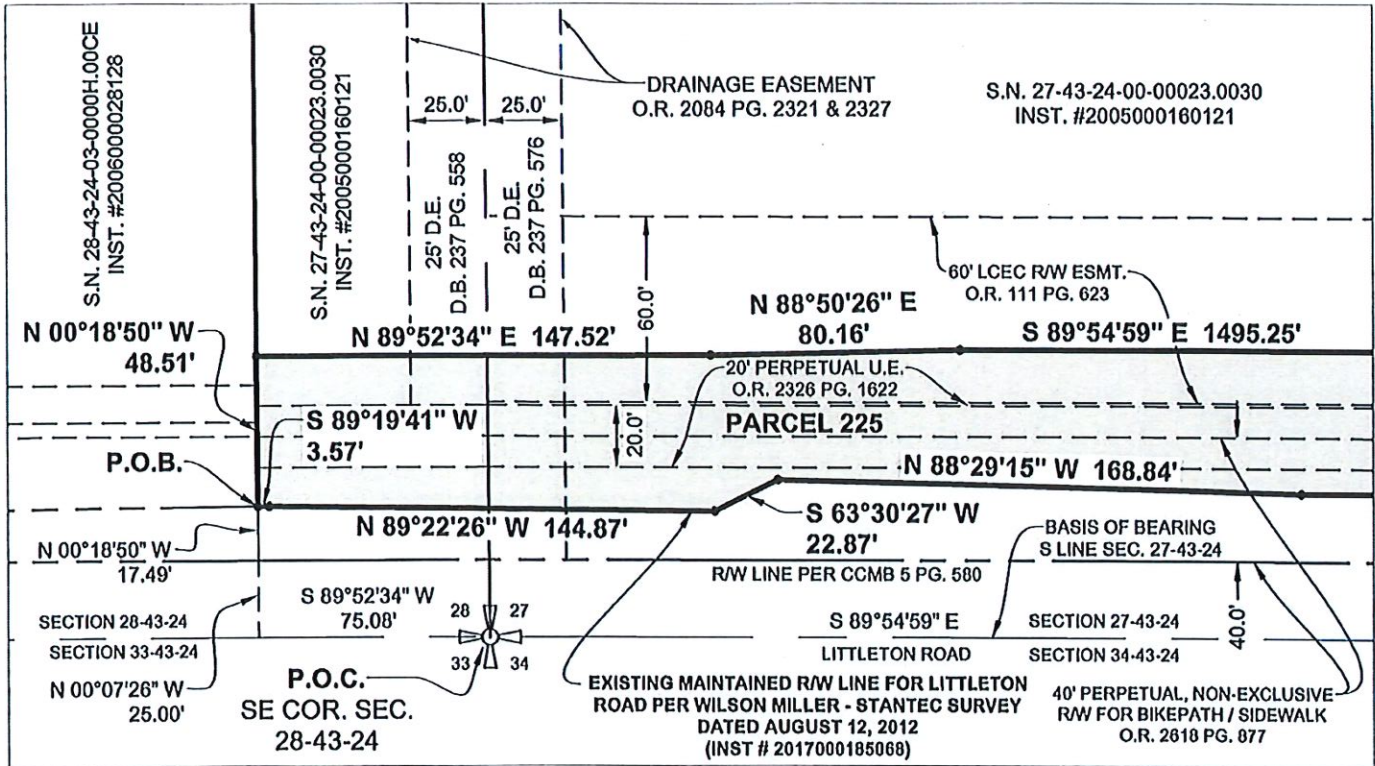
5670 Zip Drive
 Fort Myers, FL 33905
 Tel: 239.277.0722
 Fax: 239.277.7179

SKETCH & DESCRIPTION

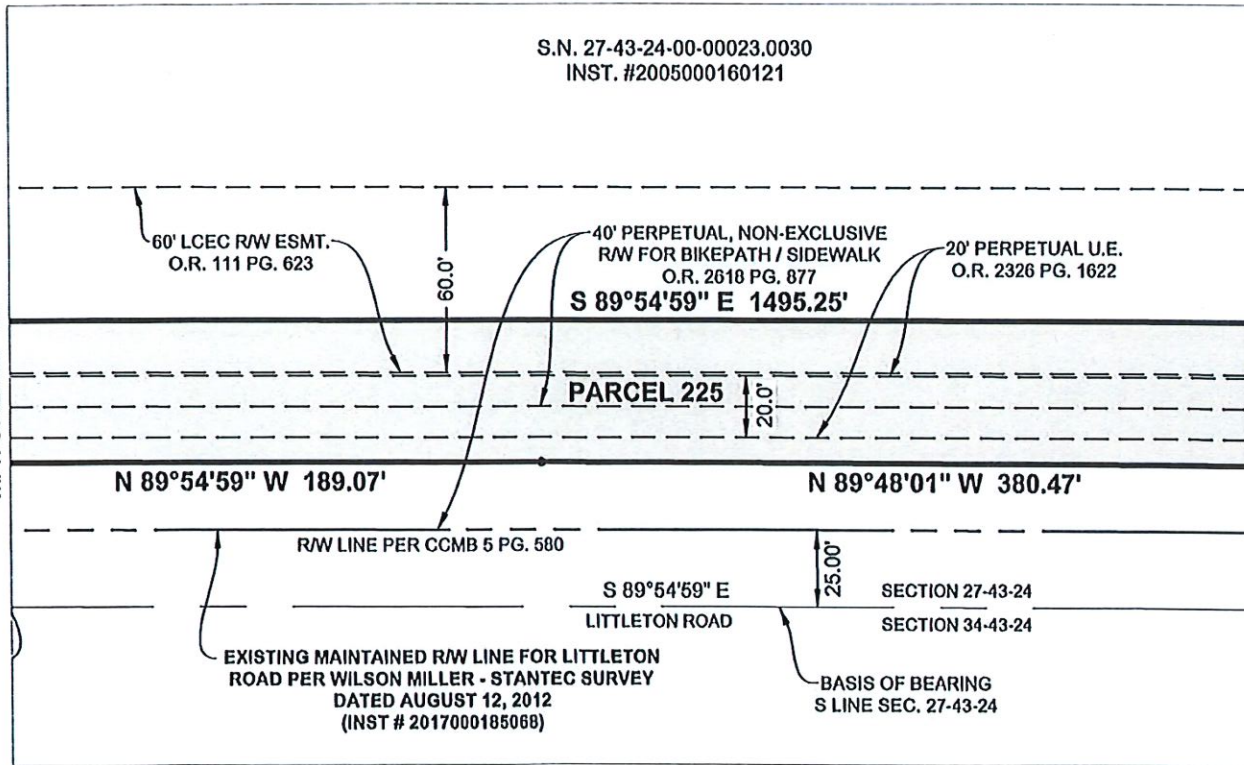
Exhibit "A"
Page 3 of 5



ACQUISITION PARCEL 225
LYING WITHIN
SECTIONS 27 & 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA



MATCHLINE "A"



MATCHLINE "B"

SEE SHEET 1 OF 5 FOR DESCRIPTION

J:\2019\190601 LITTLETONDRAWING\SKD\SROW TAKINGS\PARCEL 225\190601 LITTLETON ROW PARCEL-225.DWG

LEE COUNTY

COUNTY:	LEE	DWG DATE:	2/17/2021
PROJECT NO.:	190601	DRAWN BY:	RJO
DRAWING NO.:	190601 SKD	CHECKED BY:	SU
REVISION:		REV. DATE:	

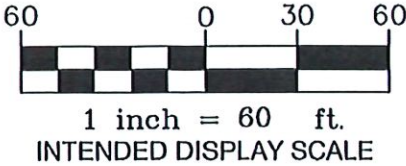
SKETCH & DESCRIPTION
ACQUISITION PARCEL 225
LYING IN
SECTIONS 27 & 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST



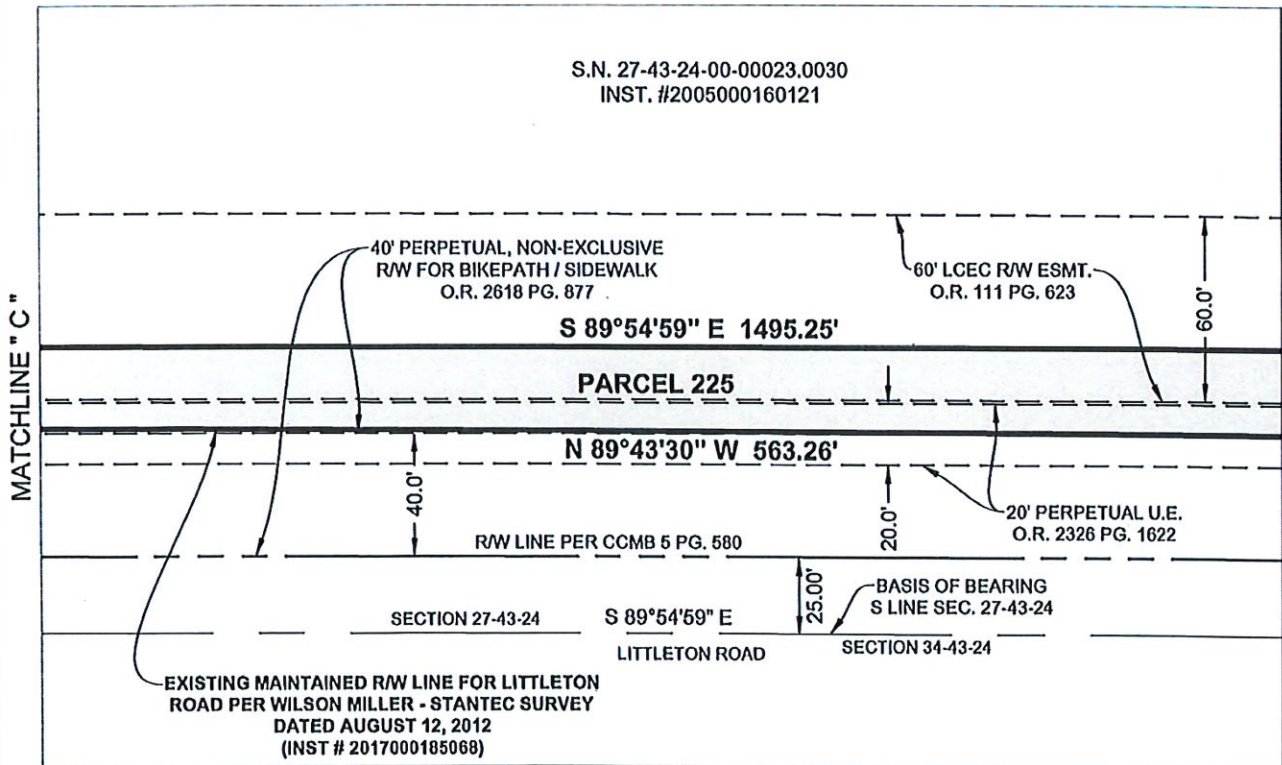
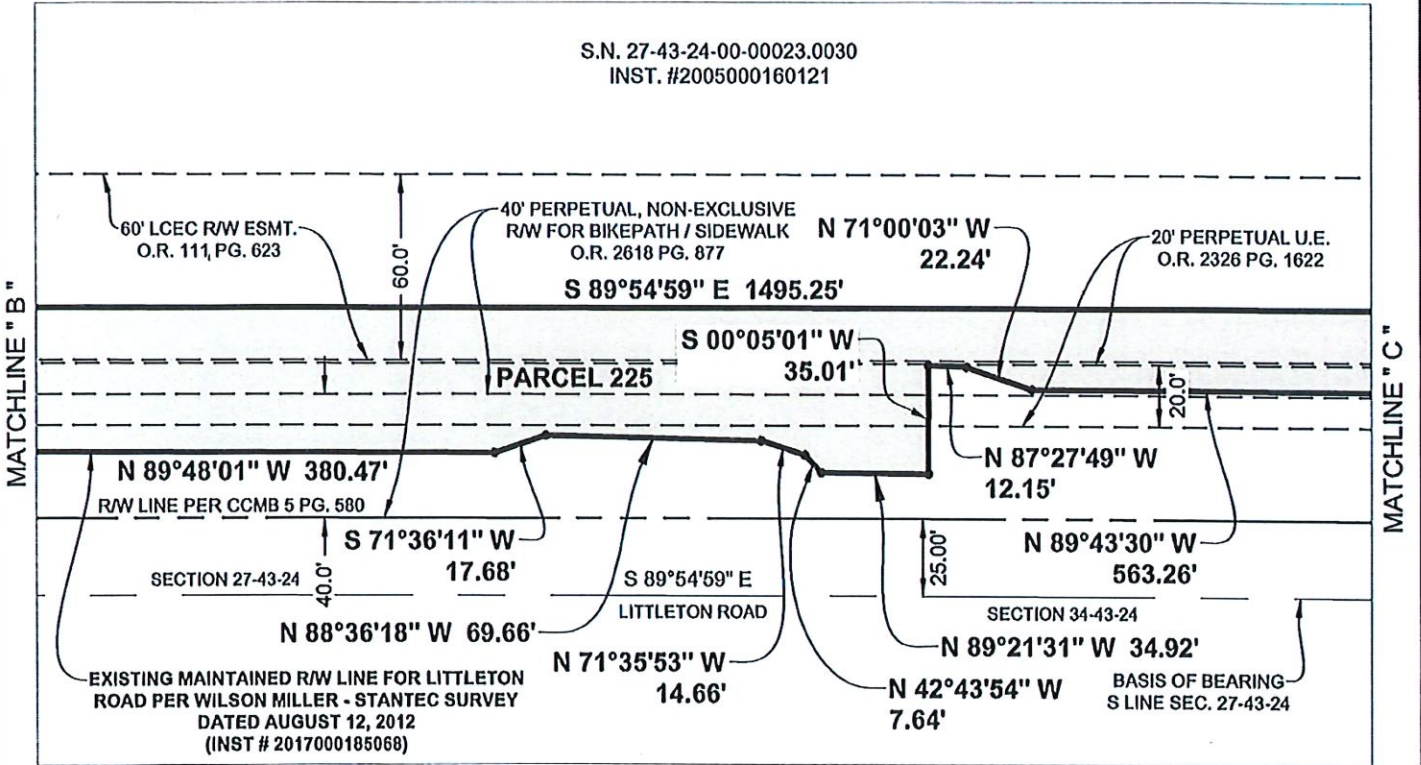
5670 Zip Drive
Fort Myers, FL 33905
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SKETCH & DESCRIPTION

Exhibit "A"
Page 4 of 5



ACQUISITION PARCEL 225
LYING WITHIN
SECTIONS 27 & 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA



SEE SHEET 1 OF 5 FOR DESCRIPTION

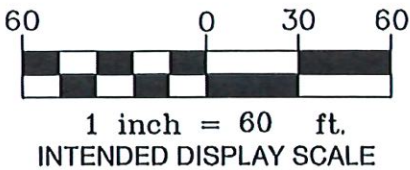
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FOR:		LEE COUNTY
LEE COUNTY:	DATE:	2/17/2021
PROJECT NO.:	DRAWN BY:	RJO
DRAWING NO.:	CHECKED BY:	SU
REVISION:	REV. DATE:	

SKETCH & DESCRIPTION
ACQUISITION PARCEL 225
LYING IN
SECTIONS 27 & 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST



5670 Zip Drive
Ft. Myers, FL 33905
Tel: 239.272.0722
Fax: 239.277.7179

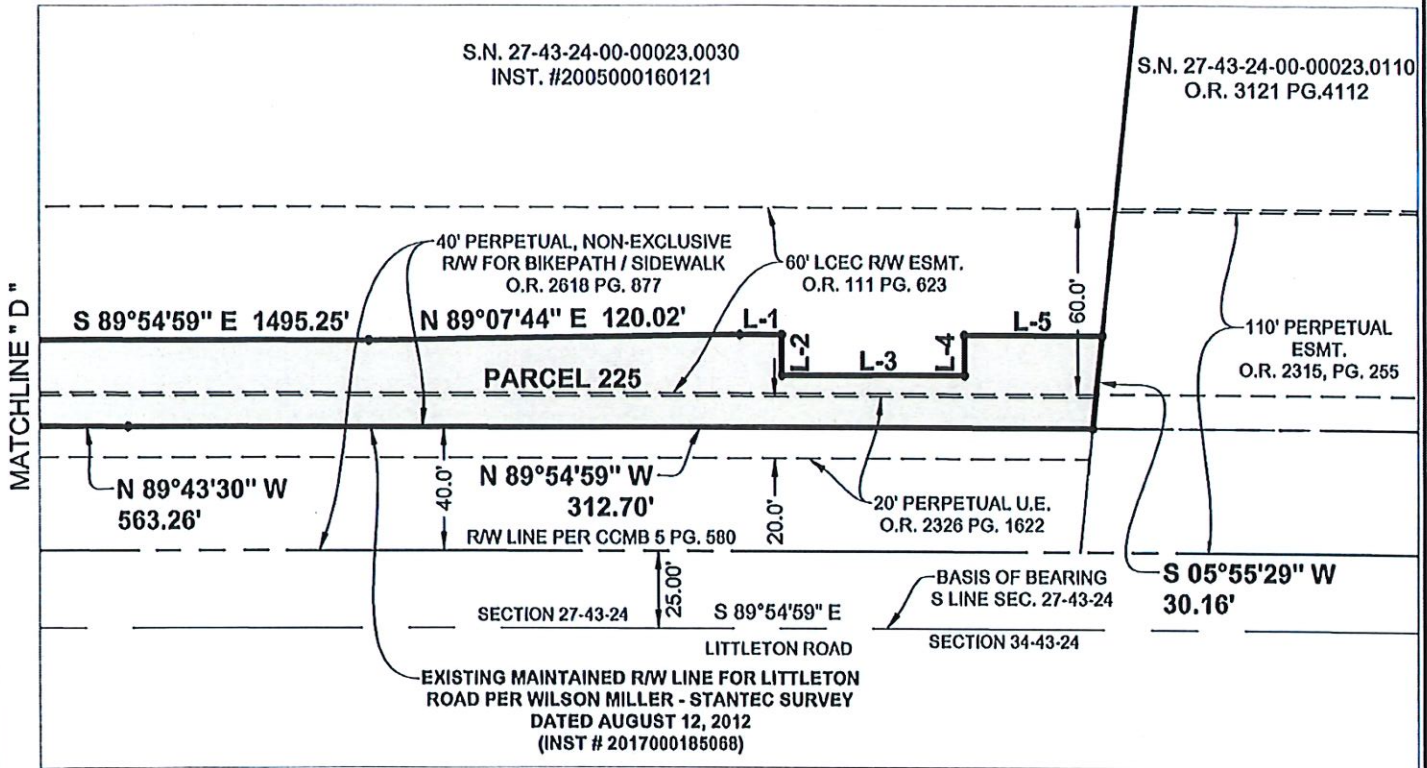


SKETCH & DESCRIPTION

Exhibit "A"
Page 5 of 5



ACQUISITION PARCEL 225
LYING WITHIN
SECTIONS 27 & 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA



LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S 89°54'59" E	13.61'
L-2	S 00°07'26" E	13.16'
L-3	N 89°52'34" E	59.06'
L-4	N 00°07'26" W	12.95'
L-5	S 89°54'59" E	44.61'

SEE SHEET 1 OF 5 FOR DESCRIPTION

J:\2019\190601 LITTLETONDRAWING\SKD\SROW TAKINGS\PARCEL 225\190601 LITTLETON ROW PARCEL-225.DWG

SKETCH & DESCRIPTION
ACQUISITION PARCEL 225
LYING IN
SECTIONS 27 & 28, TOWNSHIP 43 SOUTH, RANGE 24 EAST



5670 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179

FOR:		LEE COUNTY	
COUNTY:	LEE	DWG DATE:	2/17/2021
PROJECT NO.:	190601	DRAWN BY:	RJO
DRAWING NO.:	190601 SKD	CHECKED BY:	SU
REVISION:		REV. DATE:	

SKETCH & DESCRIPTION

DRAINAGE EASEMENT PARCEL 225-A
 LYING WITHIN
 SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

Exhibit "B"
 Page 1 of 2

LEGAL DESCRIPTION: DRAINAGE EASEMENT PARCEL 225-A


A PARCEL OF LAND LYING WITHIN SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST AND BEING A PORTION OF THE LANDS AS DESCRIBED IN INSTRUMENT 2005000160121, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST; THENCE RUN S 89°54'59" E ALONG THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 1728.18 FEET; THENCE DEPARTING SAID SECTION LINE RUN N 00°05'01" E A DISTANCE OF 25.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LITTLETON ROAD AS PER COUNTY COMMISSION MINUTE BOOK 5, PAGE 580, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 00°05'01" E A DISTANCE OF 40.00 FEET TO THE EXISTING MAINTAINED RIGHT-OF-WAY LINE OF LITTLETON ROAD AS PER INSTRUMENT NUMBER 2017000185068; THENCE N 00°05'01" E A DISTANCE OF 29.35 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LITTLETON ROAD AND THE POINT OF BEGINNING. THENCE ALONG THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1). N 00°07'26" W A DISTANCE OF 10.00 FEET; 2). N 89°07'44" E A DISTANCE OF 39.06 FEET; 3) S 89°54'59" E A DISTANCE OF 72.72 FEET; 4). S 00°07'26" E A DISTANCE OF 10.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LITTLETON ROAD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1). S 00°07'26" E A DISTANCE OF 12.95 FEET; 2). S 89°52'34" W A DISTANCE OF 59.06 FEET; 3). N 00°07'26" W A DISTANCE OF 13.16 FEET; 4). N 89°54'59" W A DISTANCE OF 13.61 FEET; 5). S 89°07'44" W A DISTANCE OF 39.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,889 SQUARE FEET MORE OR LESS

NOTES:

1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF T2UES, INC. IS LB-8336.
2. BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING S 89°54'59" E.
3. LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS AND DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NOT VALID WITHOUT ALL SHEETS.


 SCOTT R. URQUHART
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6524
 (FOR THE FIRM - LB 8336)
 SIGNED THIS 22 DAY OF FEBRUARY, 2021

ABBREVIATIONS:

- BRG. = E BEARING
- CCMB = COUNTY COMMISSION MINUTE BOOK
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- REV. = REVISION
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.F. = SQUARE FEET
- SKD = SKETCH AND DESCRIPTION
- S.R. = S.R.

FOR: LEE COUNTY	
COUNTY:	LEE
PROJECT NO.:	190601
DRAWING NO.:	190601 SKD
REV. DATE:	
DWG DATE:	2/15/2021
DRAWN BY:	RJO
CHECKED BY:	SU

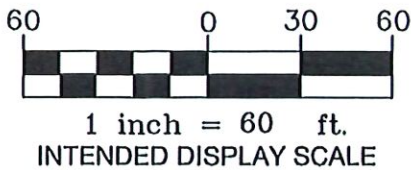
SEE SHEET 2 OF 2 FOR SKETCH

J:\2019\190601 LITTLETON\DRAWINGS\SKD\S\ROW TAKINGS\PARCEL 225 A_DRAINAGE EASEMENT\190601 LITTLETON D.E.PARCEL-225-A.DWG

SKETCH & DESCRIPTION
 DRAINAGE EASEMENT PARCEL 225-A
 LYING IN
 SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST



5670 Zip Drive
 Fort Myers, FL 33905
 Tel: 239.277.0722
 Fax: 239.277.7179



SKETCH & DESCRIPTION

DRAINAGE EASEMENT PARCEL 225-A
 LYING WITHIN
 SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

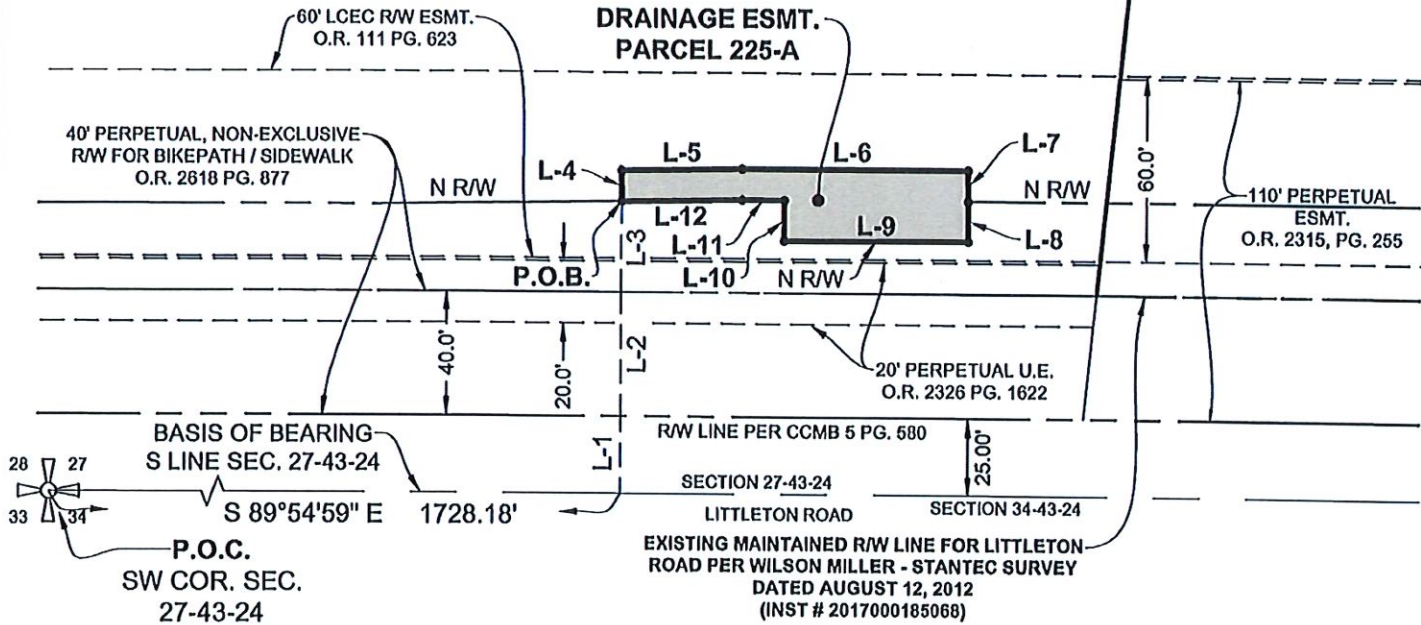
Exhibit "B"
 Page 2 of 2



S.N. 27-43-24-00-00023.0030
 INST. #2005000160121

S.N. 27-43-24-00-00023.0110
 O.R. 3121 PG.4112

DRAINAGE ESMT. PARCEL 225-A



LINE TABLE

LINE	BEARING	DISTANCE
L-1	N 00°05'01" E	25.00'
L-2	N 00°05'01" E	40.00'
L-3	N 00°05'01" E	29.35'
L-4	N 00°07'26" W	10.00'
L-5	N 89°07'44" E	39.06'
L-6	S 89°54'59" E	72.72'
L-7	S 00°07'26" E	10.00'
L-8	S 00°07'26" E	12.95'
L-9	S 89°52'34" W	59.06'
L-10	N 00°07'26" W	13.16'
L-11	N 89°54'59" W	13.61'
L-12	S 89°07'44" W	39.11'

SEE SHEET 1 OF 2 FOR DESCRIPTION

J:\2019\190601 LITTLETON\DRAWING\SKD\SROW TAKINGS\PARCEL 225 A_DRAINAGE EASEMENT\190601 LITTLETON D.E.PARCEL-225-A.DWG

SKETCH & DESCRIPTION
 DRAINAGE EASEMENT PARCEL 225-A
 LYING IN
 SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST



5670 Ztp Drive
 Fort Myers, FL 33905
 Tel: 239.277.0122
 Fax: 239.277.7179

FOR		LEE COUNTY	
COUNTY:	LEE	DWG DATE:	2/15/2021
PROJECT NO.:	190601	DRAWN BY:	RJO
DRAWING NO.:	190601 SKD	CHECKED BY:	SU
REVISION:		REV. DATE:	

This Instrument Prepared by:

Exhibit "C"
Page 1 of 7

Department of County Lands
P.O. Box 398
Fort Myers, FL 33902-0398

Parcel: 225-A
Project: Littleton Road Widening – Corbett Road to US 41, No. 5028
Part of STRAP No.: 27-43-24-00-00023.0030

THIS SPACE FOR RECORDING

PERPETUAL STORMWATER DRAINAGE EASEMENT

THIS GRANT OF PERPETUAL STORMWATER DRAINAGE AND ACCESS EASEMENT ("*Easement*"), made and entered into this ____ day of _____, 202__, between **MHC Windmill Village, L.L.C., a Delaware Limited Liability Company**, whose address is Two North Riverside Plaza, Suite 800, Chicago, Illinois 60606 ("*GRANTOR*"), and **LEE COUNTY, a political subdivision of the State of Florida**, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 ("*COUNTY*");

WITNESSETH:

1. For and in consideration of the sum of Ten and xx/100 Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, GRANTOR hereby grants and transfers to COUNTY, its successors, appointees, and assigns, the use of a perpetual public stormwater drainage easement, located and described as set forth in attached Exhibit "X" ("*Easement Area*"), situated in Lee County, Florida.

2. COUNTY, its successors, appointees, and assigns, are granted the right, privilege, and authority to channel, route, and drain surface water and stormwater upon, across, and through Easement Area.

3. COUNTY, its successors, appointees, and assigns are granted the right, privilege, and authority to construct and maintain stormwater drainage pipelines, swale, storm drains, and other appurtenances, to be located upon, under, across and through the Easement Area with the additional right, privilege, and authority to remove, replace, repair, and enlarge said system, and to trim, remove and dispose of dirt, rocks, trees, shrubs, plants and vegetation when necessary for the proper construction and operation of said facilities.

4. Houses, buildings, carports, garages, storage sheds, overhangs, or any other structures may not be constructed upon or placed within the Easement Area by GRANTOR, its heirs, successors, or assigns. COUNTY will allow the existing perimeter fence to remain in the Easement Area, but reserves the right to remove and re-install fence as needed for construction and operation of said facilities.

5. Easement Area is reserved for the drainage pipelines, swales, storm drains and other appurtenances. The stormwater drainage pipeline improvements will not be limited to any one (1) diameter size, particular material type or style, and/or number of connections to other stormwater pipes for providing drainage.

6. COUNTY will have reasonable right of access across GRANTOR's property for the purpose of reaching the Easement Area on either paved or unpaved surfaces.

7. Title to the stormwater drainage facilities constructed hereunder shall remain in the COUNTY, its successors, appointees, and assigns.

8. GRANTOR warrants that subject to existing easements, if any, for public highways or roads, railroads, laterals, ditches, pipelines, and electrical transmission or distribution lines, and telephone and cable television lines covering the land herein described, GRANTOR is lawfully seized and possessed of said lands, has good and lawful right and power to convey, and that the property identified in the attached Exhibit "X" is free and clear of all liens and encumbrances, except as defined herein.

9. GRANTOR, its heirs, successors, or assigns, assume all liability for any consequential damages to any houses, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR in violation of Paragraph 4, herein, which result from the activities of the COUNTY for any construction, maintenance, or repairs to the drainage facilities located within the Easement Area.

10. THIS AGREEMENT shall be binding upon the parties hereto, their successors and assigns.

(End of provisions. Signature pages follow.)

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

TWO SEPARATE WITNESSES:

GRANTOR:

MHC Windmill Village, L.L.C.,
a Delaware Limited Liability Company

1st Witness Signature

By: _____

Signature

Printed Name of 1st Witness

Print Name

2nd Witness Signature

Title of Corporate Officer

Printed Name of 2nd Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this ____ day of _____, 202__, by _____, as _____ of MHC Windmill Village, L.L.C, a Delaware limited liability company, on behalf of the company. He/She is personally known to me or has produced _____ as identification.

SEAL

(Signature of Notary Public)

Printed Name

Approved and accepted for and on behalf of Lee County, Florida, this ____ day
of _____, 202__.

ATTEST:
LINDA DOGGETT, CLERK

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____

BY: _____
Kevin Ruane, Chair

Deputy Clerk

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: _____
County Attorney's Office

Attachment: Exhibit "X" – Legal Description and Sketch of Drainage Easement Area

SKETCH & DESCRIPTION

DRAINAGE EASEMENT PARCEL 225-A
LYING WITHIN
SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

LEGAL DESCRIPTION: DRAINAGE EASEMENT PARCEL 225-A

A PARCEL OF LAND LYING WITHIN SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST AND BEING A PORTION OF THE LANDS AS DESCRIBED IN INSTRUMENT 2005000160121, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING FURTHER DESCRIBED AS FOLLOWS:


COMMENCING AT THE SOUTHWEST CORNER OF SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST; THENCE RUN S 89°54'59" E ALONG THE SOUTH LINE OF SAID SECTION 27 A DISTANCE OF 1728.18 FEET; THENCE DEPARTING SAID SECTION LINE RUN N 00°05'01" E A DISTANCE OF 25.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LITTLETON ROAD AS PER COUNTY COMMISSION MINUTE BOOK 5, PAGE 580, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 00°05'01" E A DISTANCE OF 40.00 FEET TO THE EXISTING MAINTAINED RIGHT-OF-WAY LINE OF LITTLETON ROAD AS PER INSTRUMENT NUMBER 2017000185068; THENCE N 00°05'01" E A DISTANCE OF 29.35 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LITTLETON ROAD AND THE POINT OF BEGINNING. THENCE ALONG THE FOLLOWING FOUR (4) COURSES AND DISTANCES: 1). N 00°07'26" W A DISTANCE OF 10.00 FEET; 2). N 89°07'44" E A DISTANCE OF 39.06 FEET; 3) S 89°54'59" E A DISTANCE OF 72.72 FEET; 4). S 00°07'26" E A DISTANCE OF 10.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF LITTLETON ROAD; THENCE ALONG THE SAID NORTH RIGHT-OF-WAY LINE FOR THE FOLLOWING FIVE (5) COURSES AND DISTANCES: 1). S 00°07'26" E A DISTANCE OF 12.95 FEET; 2). S 89°52'34" W A DISTANCE OF 59.06 FEET; 3). N 00°07'26" W A DISTANCE OF 13.16 FEET; 4). N 89°54'59" W A DISTANCE OF 13.61 FEET; 5). S 89°07'44" W A DISTANCE OF 39.11 FEET TO THE POINT OF BEGINNING.

CONTAINING 1,889 SQUARE FEET MORE OR LESS

J:\2019\190601 LITTLETON\DRAWING\SKD\S\ROW TAKINGS\PARCEL 225 A_DRAINAGE EASEMENT\190601 LITTLETON D.E.PARCEL-225-A.DWG

NOTES:

1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF T2UES, INC. IS LB-8336.
2. BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST, BEING S 89°54'59" E.
3. LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS AND DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NOT VALID WITHOUT ALL SHEETS.


SCOTT R. URQUHART
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6524
(FOR THE FIRM - LB 8336)
SIGNED THIS 22 DAY OF FEBRUARY, 2021

ABBREVIATIONS:

- BRG. = E BEARING
- CCMB = COUNTY COMMISSION MINUTE BOOK
- COR. = CORNER
- DIST. = DISTANCE
- DWG = DRAWING
- ESMT. = EASEMENT
- FT. = FOOT
- INC. = INCORPORATED
- INST = INSTRUMENT
- LB = LICENSED BUSINESS
- LCEC = LEE COUNTY ELECTRIC CO-OP
- O.R. = OFFICIAL RECORD BOOK
- NO. = NUMBER
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- REV. = REVISION
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.F. = SQUARE FEET
- SKD = SKETCH AND DESCRIPTION
- S.R. = S.R.

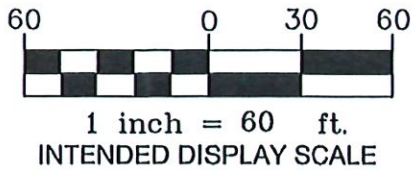
SEE SHEET 2 OF 2 FOR SKETCH

FOR:		LEE COUNTY	
COUNTY:	LEE	DWG DATE:	2/15/2021
PROJECT NO.:	190601	DRAWN BY:	RJO
DRAWING NO.:	190601 SKD	CHECKED BY:	SU
REVISION:		REV. DATE:	

SKETCH & DESCRIPTION
DRAINAGE EASEMENT PARCEL 225-A
LYING IN
SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST



5570 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179



SKETCH & DESCRIPTION

DRAINAGE EASEMENT PARCEL 225-A
 LYING WITHIN
 SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST
 LEE COUNTY, FLORIDA

Exhibit "C"
 Page 7 of 7

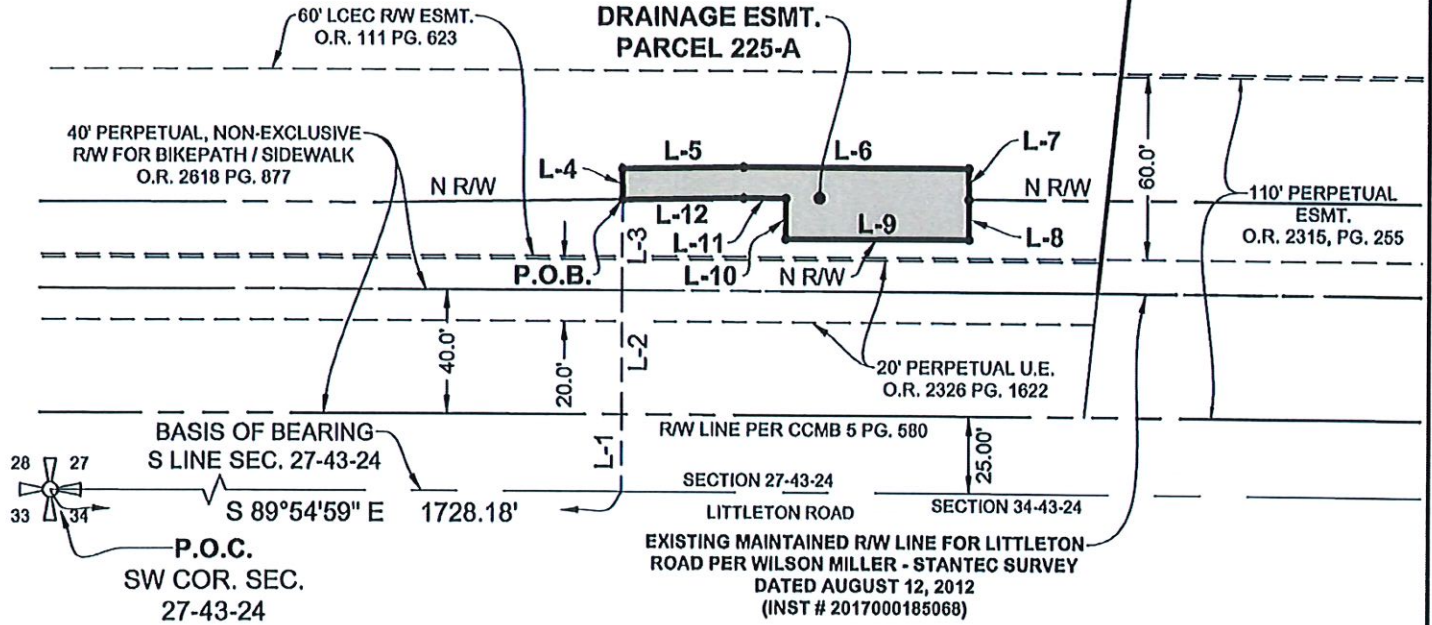


Exhibit "X"
 Page 2 of 2

S.N. 27-43-24-00-00023.0030
 INST. #2005000160121

S.N. 27-43-24-00-00023.0110
 O.R. 3121 PG.4112

DRAINAGE ESMT. PARCEL 225-A



LINE TABLE

LINE	BEARING	DISTANCE
L-1	N 00°05'01" E	25.00'
L-2	N 00°05'01" E	40.00'
L-3	N 00°05'01" E	29.35'
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L-9	S 89°52'34" W	59.06'
L-10	N 00°07'26" W	13.16'
L-11	N 89°54'59" W	13.61'
L-12	S 89°07'44" W	39.11'

SEE SHEET 1 OF 2 FOR DESCRIPTION

J:\2019\190601 LITTLETON\DRAWING\SKD\SROW TAKINGS\PARCEL 225 A_DRAINAGE EASEMENT\190601 LITTLETON D.E.PARCEL-225-A.DWG

SKETCH & DESCRIPTION
 DRAINAGE EASEMENT PARCEL 225-A
 LYING IN
 SECTION 27, TOWNSHIP 43 SOUTH, RANGE 24 EAST



5670 Zip Drive
 Fort Myers, FL 33905
 Tel: 239.277.0722
 Fax: 239.277.7179

FOR		LEE COUNTY	
COUNTY:	LEE	DWG DATE:	2/15/2021
PROJECT NO.:	190601	DRAWN BY:	RJO
DRAWING NO.:	190601 SKD	CHECKED BY:	SU
REVISION:		REV. DATE:	

Parcel 225 & 225A
Littleton Road Widening
North Fort Myers

Parcel 225		Contributory Value of Site Improvements				
Description	Quantity	Units	Total Unit Cost	Total Cost New	Depreciation	Depreciated Cost
Clearing & Grubbing (72,788 SF)	1.6710	AC	\$7,132.50	\$11,918.28	0%	\$11,918.28
Site Grading (General)	1.6710	AC	\$3,566.26	\$5,959.15	0%	\$5,959.15
Site Grading (Paved Areas)	180	SY	\$7.85	\$1,412.24	0%	\$1,412.24
Water Lines, Electrical (Irrigation, Lamp Posts)	1	LS	\$2,853.00	\$2,853.00	20%	\$2,282.40
9" Stabilization	180	SY	\$7.93	\$1,426.50	0%	\$1,426.50
6" Lime Rock	180	SY	\$15.22	\$2,738.88	0%	\$2,738.88
1.5" Asphalt Paving	180	SY	\$21.87	\$3,937.14	20%	\$3,149.71
Asphalt Primer	180	SY	\$1.27	\$228.24	20%	\$182.59
Pavement Reflectors	2	EA	\$5.95	\$11.90	20%	\$9.52
48" H. Divider Bars	1	EA	\$55.48	\$55.48	20%	\$44.38
Stop Signs	2	EA	\$634.00	\$1,268.00	20%	\$1,014.40
24" Stop Bar - 15' Long	1	EA	\$158.50	\$158.50	20%	\$126.80
6" White Pavement Striping	97	LF	\$1.74	\$169.13	20%	\$135.30
6" Yellow Pavement Striping	97	LF	\$1.74	\$169.13	20%	\$135.30
Painted Directional Symbols	2	EA	\$79.25	\$158.50	20%	\$126.80
Monument Sign	1	EA	\$16,325.50	\$16,325.50	20%	\$13,060.40
Landscape Lights	4	EA	\$435.88	\$1,743.50	20%	\$1,394.80
Electrical WP Receptacle	1	EA	\$594.38	\$594.38	20%	\$475.50
6' H. Blk. Lamp Posts w/Light	4	EA	\$752.88	\$3,011.50	20%	\$2,409.20
36" H. Resident Entry Only Info Sign	1	EA	\$515.13	\$515.13	20%	\$412.10
5' H. Boat/Trailer Information Sign	1	EA	\$356.63	\$356.63	20%	\$285.30
5' H. Vehicle/Resident Information Sign	1	EA	\$356.63	\$356.63	20%	\$285.30
Bar Code ID Scanner	1	EA	\$14,265.00	\$14,265.00	10%	\$12,838.50
Irrigation	1	LS	\$1,030.25	\$1,030.25	20%	\$824.20
B&B Wodyeia spp.	4	EA	\$871.75	\$3,487.00	0%	\$3,487.00
7-Gallon Aboricola spp.	26	EA	\$71.33	\$1,854.45	0%	\$1,854.45
7-Gallon Dracena spp	1	EA	\$71.33	\$71.33	0%	\$71.33
Lava Rock	3	CY	\$237.75	\$713.25	0%	\$713.25
Argentine Bahia Grass (Fine Grade, Seed)	6,156	SY	\$2.14	\$13,172.30	0%	\$13,172.30
			Total	\$89,961		
Total Improvements in the Take:						\$81,945.88
Rounded to:						\$82,000

*Slight difference in total costs from the Contractor's estimate is due to rounding

Cost to Cure					Plus: Contributory Value of Items Damaged to Implement the Cure					Minus: Items Paid for in Take				Net Cost to Cure
Item	Qty	Unit	Total Unit Cost	Total	Item	Qty	Unit	Unit Cost	Total	Qty	Unit	Dop. Unit Cost	Total	
Survey	1	LS	\$1,426.50	\$1,427					\$0					\$1,426.50
Prep Site (Landscaping, etc)	1	LS	\$673.63	\$674								\$1.14	\$0.00	\$673.63
Underground Bleet. (WP Receptacles)	1.0	LS	\$1,426.50	\$1,427						1.00		\$475.50	\$475.50	\$951.00
Pavement Repairs, Modifications	1.0	LS	\$1,902.00	\$1,902										\$1,902.00
Re-Estab. Stop Sign	1.0	EA	\$634.00	\$634						1.00		\$507.20	\$507.20	\$126.80
Re-Estab. 24" Stop Bar - 15' Long	1.0	EA	\$158.50	\$159						1.00		\$126.80	\$126.80	\$31.70
Re-Estab. Painted Directional Symbols	2.0	EA	\$79.25	\$159										\$158.50
Re-Estab. Monument Sign	1.0	EA	\$16,325.50	\$16,326						1.00		\$13,060.40	\$13,060.40	\$3,265.10
Re-Estab. Landscape Lights	4.0	EA	\$435.88	\$1,744						4.00		\$63.40	\$253.60	\$1,489.90
Re-Estab. WP Receptacle	1.0	EA	\$515.13	\$515						1.00		\$348.70	\$348.70	\$166.43
Re-Establish Bar Code ID Scanner	1.0	LS	\$14,265.00	\$14,265						1.00		\$12,838.50	\$12,838.50	\$1,426.50
Re-Establish/Modify Irrigation	1.0	LS	\$713.25	\$713										\$713.25
7-Gallon Aboricoola spp.	26	EA	\$71.33	\$1,854						26		\$71.325	\$1,854.45	\$0.00
7-Gallon Dracena spp	1	EA	\$71.33	\$71						1		\$71.33	\$71.33	\$0.00
Lava Rock	2.0	CY	\$237.75	\$476						2		\$237.75	\$475.50	\$0.00
Repair Argentine Bahia Grass	1	LS	\$277.38	\$277										\$277.38
				\$42,621				Total	\$0.00				\$30,011.98	\$12,609
Plus Items Damaged to Implement Cure				\$0										
Total Before Incentive				\$42,621										
Plus; Owner's Incentive				\$4,262										\$4,262
Cost to Cure Including Incentive				\$46,883										
Other Cure items				\$0										\$0
Total Cost to Cure				\$46,883										
Less Items Paid for in Acquisition				\$30,012										
Net Cost to Cure:				\$16,871										\$16,871
Rounded to:				\$16,900										\$16,900

Summary of Total Compensation

Parcel	225	225A	Total
Part Taken – Land	\$88,800	\$600	\$89,400
Part Taken - Improvements	\$82,000	\$0	\$82,000
Total Part Taken	\$170,800	\$600	\$171,400
Damages, Incurable	\$0	\$0	\$0
Cost to Cure, Net or Minor	\$16,900	\$0	\$16,900
TOTAL COMPENSATION:	\$187,700	\$600	\$188,300

SPECIAL CONDITIONS

Page 1 of 2

Project: Littleton Road Widening – Corbett Road to U.S. 41, No. 5028
Parcels: 225 and 225-A

1. COUNTY and SELLER hereby covenant that the purchase price recited herein includes payment of all fees and costs for Parcel 225 and Parcel 225-A, including but not limited to land, and the improvements thereon, as well as the cost to cure, as set forth in attached Exhibit "D" as of the date of this Agreement.
2. COUNTY will remove and re-install the portion of the existing vinyl fencing located within the proposed drainage easement as needed for construction and in accordance with attached Exhibit "C".
3. SELLER acknowledges that COUNTY is not responsible for restoring or replacing any items for which SELLER was compensated in accordance with Paragraph 1 of these Special Conditions.

WITNESSES:

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

SELLER:

MHC Windmill Village, L.L.C. a
Delaware Limited Liability Company

BY: _____

Print Name

Corporate Title

Date

SPECIAL CONDITIONS
Page 2 of 2

Project: Littleton Road Widening – Corbett Road to U.S. 41, No. 5028
Parcels: 225 and 225-A

Approved and accepted for and on behalf of Lee County, Florida, this ____ day of _____, 202__.

ATTEST:
LINDA DOGGETT, CLERK

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Kevin Ruane, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office