

This document prepared by
Lee County Department of County Lands
Project No.: Alico Connector Phase 1, No. 9245
Parcel No.: 101

**BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
SETTLEMENT AGREEMENT**

This Agreement made and entered into this ____ day of _____, 2024, by and between **Ronald W. Canada, a single man**, whose address is 14120 Alico Road Fort Myers, Florida 33913, hereinafter referred to as Owner, and **Lee County, a political subdivision of the State of Florida**, for the use and benefit of said Lee County, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as County.

Whereas, County is constructing the Alico Road Connector – Phase I, Project No. 9245 and the County has acquired a strip of land as shown on Exhibit “A” by an Order of Taking recorded in Instrument Number 2024000033538, Public Records of Lee County, Florida (“Acquired Parcel”),

Whereas, Owner is the beneficiary of a thirty foot Ingress & Egress Utilities Easement as recorded in Instrument Number 2015000096099 that encumbers a portion of the property acquired in Exhibit “A” (“Easement Interest”),

Whereas, County obtained an Entry of Default against Ronald W. Canada on July 25, 2024,

Whereas, the Owner and County desire to resolve all disputes between them raised in the Case Number 23-CA-11435 (“Case”);

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions stated herein, the receipt and sufficiency of which is acknowledged by the parties, the parties do hereby agree as follows:

1. RECITALS: The parties to this Settlement Agreement acknowledge that the above Recitals are true and correct and do hereby incorporate the Recitals into this Settlement Agreement by reference. This Agreement is entered into by and between the parties for settlement purposes only and neither party admits fault, wrongdoing, or liability.
2. CONSIDERATION: The consideration for this Settlement Agreement and for the execution and delivery of all documents pursuant to it are as set forth below, the sufficiency of which is hereby irrevocably agreed to by the parties, and the mutual promises contained in this Settlement Agreement.
3. THE PARTIES SPECIFICALLY AGREE AS FOLLOWS:
 - a) County will pay Owner the sum of \$2,500 as set forth herein.
 - b) Owner will grant a release of all and any interest to said Easement Interest limited to that portion within the Acquired Parcel to County.
 - c) Owner will release all rights by Owner to request the removal of the default entered into the Court in Case.
 - d) The settlement fee is mutually agreeable to both the Owner and County and represents the voluntary settlement of the matters described herein.

- e) Owner agrees that said release will be granted to County by execution of the Quit Claim Deed in the form and substance set forth in Exhibit "B" ("Quit Claim Deed").
- f) County will pay Owner the amount agreed upon in item (a) of this agreement in U.S. Currency by Automated Clearing House (ACH) transfer within 90 days of the execution and acceptance of this Settlement Agreement and the Quit Claim Deed by County.
- g) This voluntary settlement is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of eminent domain by the County.
- h) Owner agrees to disclaim any interest in proceeds paid by County to any other party in this case.

4. MISCELLANEOUS:

- a) For purposes of the execution of this Agreement, facsimile or electronic signatures are acceptable as originals.
- b) Any number of counterparts of this Agreement may be executed and delivered (including via facsimile or electronically, which shall be accepted as originals), each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- c) No change, modification, termination, or attempted waiver of any of the provisions of this Agreement shall be binding upon any party to this Agreement unless reduced to writing and signed by the party or parties against whom enforcement is sought. All understandings and agreements between the parties are contained in this Agreement and the parties acknowledge that no representations or warranties have been made other than those specifically set forth herein.
- d) The Effective Date of this Agreement is the latest date either party signs this Agreement.

{end of provisions}


Project No.: Alico Connector Phase 1, No. 9245

Parcel No.: 101

Page 3 of 3

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the date first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**



1st Witness Signature



2nd Witness Signature

OWNER:


Ronald W. Canada

Approved and accepted for and on behalf of Lee County, Florida, this ____ day
of _____, 2024.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

COUNTY:
BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: _____
Deputy Clerk

BY: _____
Mike Greenwell, Chair

APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

County Attorney's Office

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, FLORIDA

LEE COUNTY, FLORIDA, a political
subdivision of the State of Florida,

Petitioner,

vs.

Case No. 23-CA-11435
Parcel 101

BONNE M. DAVEY and DANA
ANDERSON, tenants in common;
RONALD W. CANADA and KAREN
D. CANADA, husband and wife;
COUNTRYWIDE BANK, NA; BANK
OF AMERICA NA; MORTGAGE
ELECTRONIC REGISTRATION SYSTEM,
INC., and LEE COUNTY TAX COLLECTOR,

Respondents.

ORDER OF TAKING
(To be recorded per § 28.29, Fla. Stat.)

THIS CAUSE, coming on to be heard by the Court on January 10, 2024 and March 11, 2024, and it appearing that proper notice was first given to the Respondents and all persons having any equity, lien, title or other interest in or to the real property described in Exhibit 1 attached hereto, and the Court being fully advised in the premises, upon consideration, the Court finds as follows:

DONE AND ORDERED in Fort Myers, Lee County, Florida

1. This Court has jurisdiction of the subject matter and the parties to this cause.
2. The pleadings in this cause are sufficient and the Petitioner is properly exercising its authority under Chapters 73 and 74, Florida Statutes.

3. It is necessary for the Petitioner to take a fee simple interest in Parcel 101, with these interests being more particularly identified and described in Exhibit 1, respectively (the property interests are hereinafter referred to collectively as the "Property").

4. The Property is necessary for the public purpose of constructing the Alico Road Connector – Phase I, Project No.9245. The purpose of the Alico Road Connector Project Phase I is to improve traffic flow and transportation safety by providing right-of-way for an increased traffic flow for public as well as private vehicles, improvement of evacuation routes, with a four lane divided roadway, sidewalks, bike lanes, stormwater drainage and utilities. (the "Project").

5. The Property is being taken for a public purpose.

6. The estimate of value made by Petitioner is made in good faith and is based upon a valid appraisal.

7. The Lee County Tax Collector is entitled to payment of the current ad valorem taxes (pro-rated from January 1st of the current year through the date of deposit) and any delinquent ad valorem taxes levied upon the Property to be taken hereunder, with such taxes to be assessed against the owner and paid over to the Lee County Tax Collector before disbursement of the Court Registry's deposit by the Clerk of Courts. Upon deposit of the good faith estimate of value by Lee County, the Clerk is directed to pay from the deposit to the Lee County Tax Collector current (pro-rated from January 1 of the current year through the date of deposit) ad valorem taxes and any delinquent ad valorem taxes levied upon the Property taken. Upon payment, this suit shall stand dismissed as to the Lee County Tax Collector as to Parcel 101.

8. The Petitioner shall deposit into the Registry of this Court the total sum of Twenty-Six Thousand Eight Hundred and No/100 Dollars (\$26,800.00) within 20 days of the entry of this Order.

9. This deposit of money will secure the persons lawfully entitled to the compensation that will ultimately be determined by final judgment of this Court.

10. Upon the deposit of funds described above in Paragraph 8, the Petitioner is entitled to immediate possession of the Property described in the Petition and Exhibit 1, prior to the entry of final judgment.

11. To the extent required by §286.23, Fla. Stat., Respondent shall provide the Petitioner with a disclosure affidavit. This affidavit shall be provided to Petitioner before any withdrawal of funds from the Registry of the Court can be made.

12. This Order is without prejudice to Respondents' ultimate claim of compensation for the taking of the Property.

IT IS THEREFORE ORDERED AND ADJUDGED:

1. The sum of money to be deposited in the registry of the Court within twenty (20) days of the entry of this Order shall be in the amount of Twenty-Six Thousand Eight Hundred and No/100 Dollars (\$26,800.00), plus the statutory registry deposit fee of \$170.

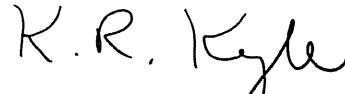
2. Upon deposit of the good faith estimate of value by LEE COUNTY, the Clerk is directed to pay from the deposit to the Lee County Tax Collector current (pro-rated from January 1st of the current year through the date of deposit) ad valorem taxes and any delinquent ad valorem taxes levied upon the lands taken.

3. That on deposit as set forth above and without further notice or order of this Court title or the interest sought in the Petition shall vest in LEE COUNTY and LEE COUNTY shall be entitled to immediate possession of the property described in the Petition.

4. If Petitioner shall default in the depositing of said sum of money within the time provided, this Order shall be void and of no further force or effect.

5. That on deposit as set forth above and without further notice or order of this Court, the LEE COUNTY TAX COLLECTOR shall be dismissed as a party from any and all future proceedings and court appearances in the instant case.

DONE AND ORDERED in Fort Myers, Lee County, Florida.



eSigned by Keith Kyle 03/18/24 13:57:11 +2xWITIU

Electronic Service List

David William Halverson <trialsection@leegov.com>

David William Halverson <dhalverson@leegov.com>

Luis E Rivera II <Luis.Rivera@gray-robinson.com>

Luis E Rivera II <jodi.payne@gray-robinson.com>

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Todd Drosky <fleservice@flwlaw.com>

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Todd Drosky <ZBaez@flwlaw.com>

Vanessa Bolton <vbolton@mbrfirm.com>

Vanessa Bolton <kfernandez@mbrfirm.com>

Vanessa Bolton <ksasse@mbrfirm.com>

Exhibit 1

**ALICO ROAD PARCEL 101
LEGAL DESCRIPTION & SKETCH**
A PARCEL LYING IN THE NORTHWEST 1/4 OF
SECTION 9, TOWNSHIP 46 SOUTH, RANGE 26 EAST,
LEE COUNTY, FLORIDA

LEGAL DESCRIPTION

A PORTION OF THE LANDS DESCRIBED IN INSTR. # 2015000096099, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN THE NORTHWEST 1/4 OF SECTION 9, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

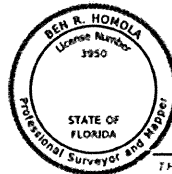
COMMENCE AT THE NORTHWEST CORNER OF SAID SECTION 9; THENCE S 01°05'11" E, ALONG THE WEST LINE OF SAID NORTHWEST 1/4, FOR 332.74 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF ALICO ROAD (100 FOOT WIDE RIGHT-OF-WAY); THENCE N 88°51'15" E, ALONG SAID SOUTH RIGHT-OF-WAY LINE, FOR 330.00 FEET TO THE NORTHWEST CORNER OF SAID LANDS AND THE **POINT OF BEGINNING**; THENCE CONTINUE ALONG SAID SOUTH RIGHT-OF-WAY LINE, N 88°51'15" E, FOR 330.00 FEET TO THE NORTHEAST CORNER OF SAID LANDS; THENCE S 01°05'11" E, ALONG THE EAST LINE OF SAID LANDS, FOR 26.85 FEET; THENCE S 84°15'15" W, LEAVING SAID EAST LINE, FOR 331.09 FEET TO THE WEST LINE OF SAID LANDS; THENCE N 01°05'11" W, ALONG SAID WEST LINE, FOR 53.40 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 13,242 SQUARE FEET, MORE OR LESS.

BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE, NORTH AMERICAN DATUM OF 1983 (2011 ADJUSTMENT), WITH THE WEST LINE OF THE NORTHWEST 1/4 OF SAID SECTION 9 BEARING N 01°05'11" W.

NOTES:

1. ALL DIMENSIONS ARE IN U.S. SURVEY FEET OR DECIMALS THEREOF.
2. NOT VALID WITHOUT THE ATTACHED SKETCH OF DESCRIPTION.
3. **THIS IS NOT A SURVEY**



**Ben R
Homola**

Digitally signed by
Ben R Homola
Date: 2023.01.13
14:44:41 -05'00'

THIS DOCUMENT HAS BEEN DIGITALLY SIGNED AND SEALED BY: BEN R. HOMOLA, PSM 3950, ON THE DATE SHOWN

THE OFFICIAL RECORD OF THIS DOCUMENT IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 5J-17.002 F.A.C.



AIM Engineering & Surveying, Inc.
2161 FOWLER STREET, SUITE 100
FORT MYERS, FLORIDA 33901
www.aimengr.com
PHONE (239) 332-4569
TOLL FREE (800) 226-4569
LICENSED BUSINESS No. 3114

LEGAL DESCRIPTION & SKETCH: ALICO ROAD PARCEL 101

DRAWN: JMS 11-07-22	CHECKED: BRH 11-10-22	CLIENT: LEE COUNTY DOT
PROJECT NO.: 21-1324	SECTION: 9	TOWNSHIP: 46 S
	RANGE: 26 E	COUNTY: LEE
		SHEET 1 OF 2

Exhibit 1

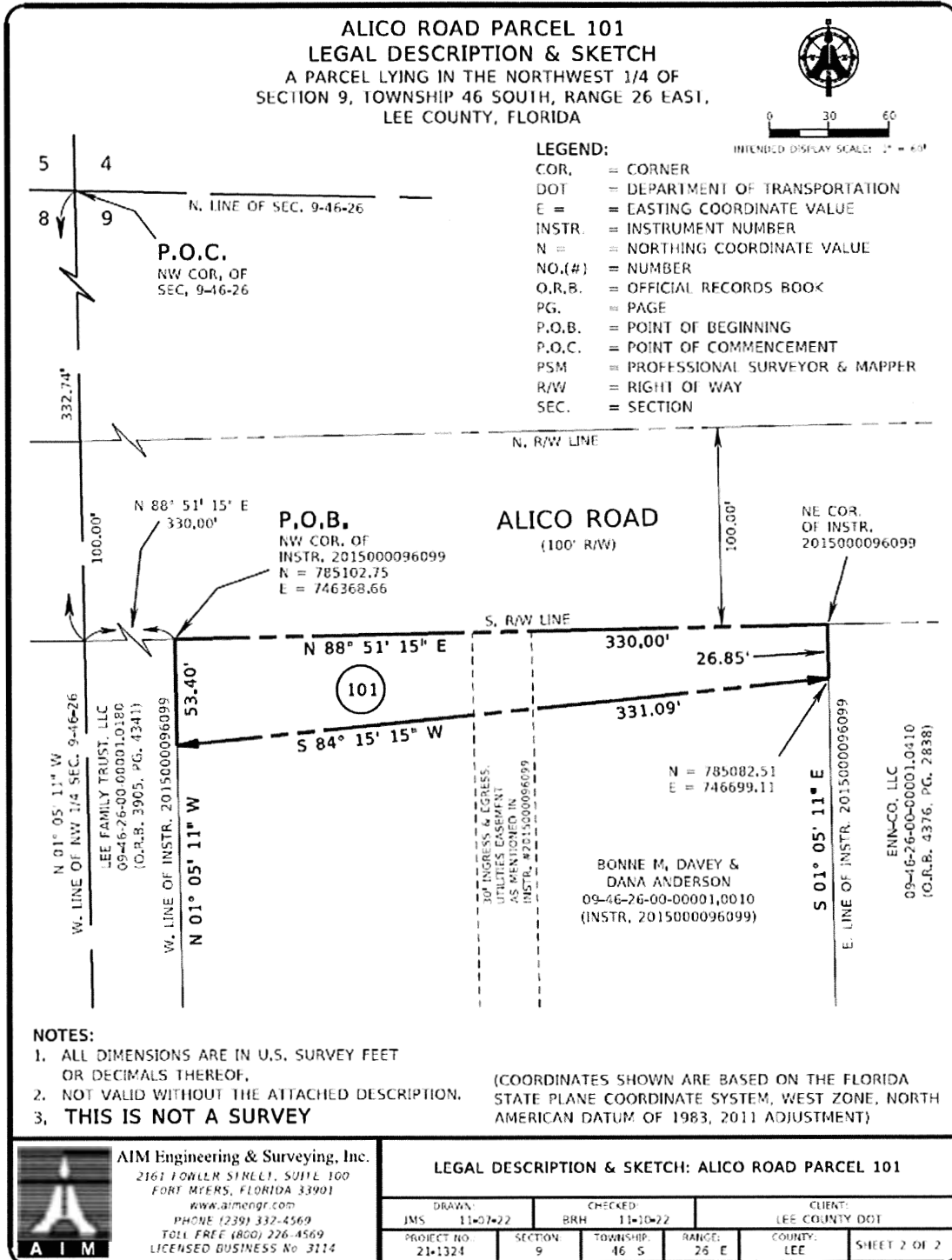


EXHIBIT "B"

This Instrument Prepared by:

Lee County
County Lands Division
Post Office Box 398
Fort Myers, Florida 33902-0398
Project No.: Alico Connector Phase 1, No. 9245
Parcel No.: 101

This Space for Recording

QUIT-CLAIM DEED

THIS Quit-Claim Deed, Executed this _____ day of _____, 2024, by **Ronald W. Canada, a single man**, whose address is 14120 Alico Road Fort Myers, Florida 33913, as **GRANTOR**, to **LEE COUNTY**, a political subdivision of the State of Florida, whose post office address is Post Office Box 398, Fort Myers, FL 33902-0398, **GRANTEE**:

(The terms "GRANTOR" and "GRANTEE" include singular and plural, heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, wherever the context so admits or requires)

WITNESSETH, The GRANTOR for good and valuable consideration provided by the GRANTEE, which is hereby acknowledged, does hereby remise, release and quit-claim to the GRANTEE forever, all the right, title interest, claim and demand which the GRANTOR has in and to the following described lot, piece or parcel of land, situate, lying and being in the County of Lee, State of Florida, to-wit:

Exhibit "A" attached hereto and incorporated herein by reference

TO HAVE and to HOLD the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title interest, lien, equity and claim whatsoever of the GRANTOR, either in law or equity, to the only proper use, benefit and behoof of the GRANTEE forever.

Signature Page to Follow

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

Signed, sealed and delivered in presence of two separate witnesses:

Sandra Kokotilo

1st Witness Signature

Ronald W. Canada

(Ronald W. Canada)

Sandra Kokotilo

Printed Name of 1st Witness

Print Address:

2115 Second St.

Fort Myers, FL 33901

Erica Temerario

2nd Witness Signature

Erica Temerario

Printed Name of 2nd Witness

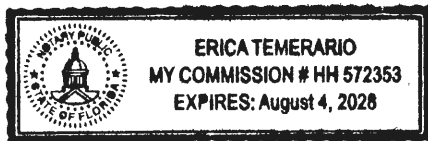
Printed Address:

2115 Second Street

Fort Myers, FL 33901

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 19 day of August, 2024 by Ronald W. Canada, who is personally known to me or who has produced FL Driver's License as identification.



Erica Temerario

Signature of Notary Public

Notary Seal
My Commission Expires:

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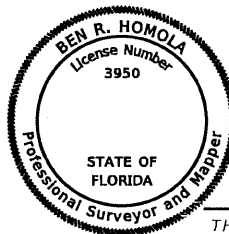
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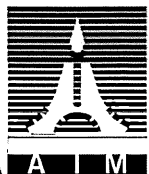


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