

Architectural Narrative

Blessed Pope Paul XXIII, Ft. Myers, FL Diocese of Venice

INTENT

Narrative description of the building design including the description of the number of units with bedroom distribution, and any special design feature, amenities, community space, and how this design will facilitate the delivery of services in an economical fashion and accommodate the changing needs of residence over the next 10-20 years.

SCOPE

The proposed project is a three-story facility located on just over a three acre site in Ft. Myers with access from Appaloosa Lane, just north of Daniel Parkway. This access will be for residents and visitors and an access for service to the facility.

The facility will contain 68 one-bedroom apartment units for elderly residents. Approximately sixty (60) parking spaces will be provided.

Five percent of the units will be designed to be accessible in accordance with the Uniform Federal Accessibility Standards and other applicable requirements. Two percent of the units will be designed for the visually and hearing impaired.

DESIGN CONCEPT

The concept is based on an efficient and easily understood layout with a clear main entry lobby protected by a covered vehicular drop-off. The design includes providing sufficient natural light for a feeling of "openness" to reflect our Florida environment.

Community Spaces are being provided in the main core of the facility as well as additional seating areas throughout the facility, both interior and exterior, to encourage interaction between residents in a healthy manner:

- **Lobby / Seating Areas** – It is important that well placed seating areas be provided both in the interior and exterior of the facility. These areas will be placed in various locations throughout the facility, including adjacent to elevators, near laundry areas and an exterior covered patio. These seating areas will encourage activities for the residents.
- **Multi-Purpose Room** – A large multi-purpose room with serving kitchen is being provided as a main central element of the facility, easily accessible from the lobby and elevator, with an exterior patio to enhance resident activities. This room will allow for a variety of functions requiring chairs for classroom/meeting style settings, with flexibility for tables and chairs for other functions which could include dinners, receptions and other similar activities.
- **Mediation / Activity Areas** – In order to provide a variety of communal spaces, there are various mediation/lounge/activity areas for residents to have a more private or quiet environment to read or craft or incorporate some other similar functions, while still enjoying the exterior nature of the facility.

- **Other Community Space** – Every community space is designed to encourage social interaction including laundry areas, open hallways, and mail area. These spaces will allow for residents to meet and spend time with each other.

Support Spaces are being provided in order to properly service the residents and enhance their comfort and security:

- **Resident Counter** – A counter at the lobby, next to the Manager's Office, will be provided. This function will allow for proper monitoring of the entry, as well as visitors.
- **Manager's Office** – Adequate office space will be provided for the Facility Manager to perform their functions. This space will be located adjacent to the lobby with full view of the entry.
- **Laundry Areas** – The facility will provide laundry areas on each of the floors. These facilities will include coin-operated washers and dryers, as well as folding tables. The location of these facilities is in the central part of the facility for ease of use.

Unit Design facilitates the changing healthcare needs of the tenants in order to allow continued occupancy throughout their aging process.

The project is designed to be efficient and cost-effective with high importance given to the meeting the specialized needs of the elderly.

Each of the 68 resident apartments will not exceed 540 net square feet of area in a one-bedroom design. Natural light and ventilation is achieved through the use of large operable windows with blinds. Each living unit will have its own independent heating and air-conditioning system. Thermostats in each living unit will allow individual tenants to set their own preferences with respect to comfort and energy consumption. Units are designed to be flexible and to maximize openness and individuality in furniture layout.

The use of a standardized unit design allows for easy modification of cabinetry, fixtures and furnishings to address the needs as the resident population ages. Standardized cabinetry design will provide for easy removal of the lower cabinets in the kitchen to facilitate wheelchair accessibility should individual tenants need this accommodation in the future. The individual living units have been designed to adapt for complete handicap accessibility should the need arise.

In addition, standardized units allow for easier maintenance especially with regards to replacing fixtures and equipment.

Although all units can be made ADA accessible, as required a minimum number of units will be built initially to meet the specific ADA requirements for the handicap. Modified showers, bathrooms, cabinetry, and associated fixtures and appliances will be provided for ADA accessibility.

As a good design practice, lever-type hardware will be utilized throughout the project for use by all residents and all units will have wood blocking within applicable walls for installation of future additional grab bars if required. Also units will be provided for the hearing and visually impaired and the unit design is such that any unit can be converted for the visually or hearing impaired.

All the units will be wheelchair accessible for ingress/egress, and all units will have emergency call capabilities. To summon help in an emergency, two call cords will be located in each apartment, one in the bathroom where most accidents occur, and one in the bedroom. When a cord is pulled, a light turns on outside the unit and an alarm sounds to alert the manager or security personnel. A monitor panel will automatically designate which apartment is calling through audio and visual commands.

Another security device for residents' safety is a mailbox "stat check" system. Every resident will move a button located on the mailbox to let management know that all is well. Every day, the manager checks the mailboxes, and if a resident has not moved this button, a routine safety check is done.

MATERIALS / DESIGN ELEMENTS

Each of the community spaces will incorporate elements that enhance the residential nature of the facility, as well as the safety of the residents:

- Comfort and security
- Noise control
- Natural lighting / openness to exterior
- Contrasting materials for visually impaired residents
- Adequate lighting, appropriate for a variety of activities
- Side / grab rail when necessary
- Floor finishes that allow easy of movement and maintenance
- Identification systems
- Integrated exterior / interior spaces

The design will be sensitive to the needs and use by the residents in order to maximize their comfort and social activities.

VISIT-ABILITY AND UNIVERSAL DESIGN

This facility will embrace the concept of visit-ability with 100 percent of the units incorporating visit-ability standards. These include the entrance to the ground floor being at grade level, approached by accessible routes including sidewalks. All units will have a minimum door width, including interior passage, of at least 2 feet 10 inches, allowing 32 inches of clear passage space. Additionally, all units will have a 32" clear path to the bathroom.

Universal design in all of its Section 811/202 projects is a HUD goal. Universal design, as defined by the Center of Universal Design, is to "design products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialized design". The proposed project will be designed in a manner consistent with the Center of Universal Design's principles, which include:

- **Principle One of Equitable Use:** The design is useful and marketable to people with diverse abilities.
 - Provide the same means of use for all users: identical whenever possible; equivalent when not.
 - Avoid segregating or stigmatizing any users.
 - Provisions for privacy, security, and safety should be equally available to all users.
 - Make the design appealing to all users.
- **Principle Two of Flexibility in Use:** The design accommodates a wide range of individual preferences and abilities.
 - Provide choice in methods of use.
 - Facilitate the user's accuracy and precision.
 - Provide adaptability to the user's pace.
- **Principle Three of Simple and Intuitive Use:** Use of the design is easy to understand, regardless of the user's experience, knowledge, language skills, or current concentration level.
 - Eliminate unnecessary complexity.
 - Accommodate a wide range of literacy and language skills.
 - Arrange information consistent with its importance.

- **Principle Four of Perceptible Information:** The design communicates necessary information effectively to the user, regardless of ambient conditions or the user's sensory abilities.
 - Use different modes (pictorial, verbal, tactile) for redundant presentation of essential information.
 - Provide adequate contrast between essential information and its surroundings.
 - Maximize "legibility" of essential information.
 - Provide compatibility with a variety of techniques or devices used by people with sensory limitations.
- **Principle Five of Tolerance for Error:** The design minimizes hazards and the adverse consequences of accidental or unintended actions.
 - Arrange elements to minimize hazards and errors; most used elements, most accessible; hazardous elements eliminated, isolated, or shielded.
 - Provide warnings of hazards and errors.
- **Principle Six of Low Physical Effort:** The design can be used efficiently and comfortably and with a minimum of fatigue.
 - Use reasonable operating forces.
 - Minimize repetitive actions.
 - Minimize sustained physical effort.
- **Principle Seven of Size and Space for Approach and Use:** Appropriate size and space is provided for approach, reach, manipulation, and use regardless of user's body size, posture or mobility.
 - Provide clear line of sight to important elements for any seated or standing user.
 - Make reach to all components comfortable for any seated or standing user.
 - Provide adequate space for the use of assistive devices of personal assistance.

PROVISION FOR SUPPORTIVE SERVICES

As described below, the design of the building will accommodate the "Aging in Place" process. However, the sponsor is taking steps in the initial design to provide spaces that will accommodate needed supportive services for the residents.

The building's design concept provides for rooms that will serve multiple functions, a feature that enhances the efficiency of the development. Space will be available for visiting health professionals to conduct periodic health screenings such as blood pressure checks, blood sugar screening, cholesterol screening, etc. The sponsor will make arrangements for other visiting professional screenings such as podiatrists and ophthalmologists.

Other planned supportive services include educational activities for the residents, including nutritional education, lectures, book clubs, language classes, fire safety programs and self defense measures. Again, these programs will be conducted in centrally located rooms designed to be multi-functional.

AGING IN PLACE

This facility, including the individual units, will be equipped with grab bars, emergency call systems, and non-slip floor surfaces, along with the other design elements which facilitate individual safety. Although five percent of the units will be designed at the outset as accessible by disabled persons, all units will be designed to be adaptable for various types of disabilities, including wheelchair usage, and sight and hearing impairments. Hardware selections will include items which take into consideration the aging process (e.g., units will have door levers as opposed to knobs). The units will be sized such that there is sufficient space for services delivered in the home such as assistance with bathing, meal preparation, medication administration

and similar types of assistance. Walking distance to community facilities will be minimized to the extent possible and seating accommodations will be available in waiting areas.

Being cognizant of the aging process, various design elements will be incorporated into the design in order to alleviate this concern, including:

- **Visual Signage** – Colors will be chosen which are “friendly” to the aging eye and signs will have a high contrast ratio. This will allow for a greater feeling of personal security among residents who are visually impaired, hearing impaired (and thus more reliant on visual signals), as well as those who suffer from disorientation.
- **Glare Reduction** – Glare is a major problem among elderly persons with deteriorating eyesight. Non-reflective materials will be used on floor and wall surfaces, both interior and exterior, as well as within the unit on such items as appliances whenever possible.
- **Furniture Placement** – The careful placement of furnishings can be used to overcome social isolation and to aid the hearing-impaired. Background noise is a constant problem for persons with hearing impairments. Careful placement of small furniture groupings can make personal conversations possible, within a large room, while encouraging socialization among residents.

CONFORMANCE WITH LOCAL CODES

The enforceable codes for this project include the latest Florida Building Code Revisions adopted in 2007 as well as the fire protection statutes of NFPA. Some of the provisions include the necessary means of egress, distance from a living unit to the exit, length of corridors between exits and fire ratings of all separation doors and walls.

UTILITY COMBINATION

The project will utilize electricity for cooking, air conditioning and lighting. It is proposed that each apartment be individually metered for electricity. All utilities are available at the site.

DESIGN FEATURES WHICH PROMOTE ENERGY EFFICIENCY AND EFFICIENT CONSTRUCTION

HUD is encouraging applicants to take specific energy-saving actions in furtherance of HUD's Energy Action Plan described in the August 2006 report to congress entitled: "Promoting Energy Efficiency at HUD in a Time of Change." Under this policy priority, HUD is providing up to two policy priority points as follows:

- a) **Energy Star Appliances and Products.** Applicants can receive one policy priority point for incorporating energy-efficiency measures in the design, construction and operation of the development. HUD strongly encourages the purchase and use of Energy Star-labeled products. Applicants are also encouraged to promote energy efficiency in design and operation of the proposed project. To receive the one point, applicants must meet the following criteria:
 - *New construction or substantial rehabilitation (multifamily):* Meet ASHRAE 90.1-2007 plus 20 percent (Appendix G) and appliances must be Energy Star qualified. A heat load analysis showing compliance with this standard must be completed by the project architect or engineer during the design phase of the project.
- b) **Green Development.** Applicant can receive an additional policy priority point for green development if they fulfill the requirements for use of Energy Star appliances and projects above and meet one of the following guidelines, in addition to committing to use the HUD/PIH

Benchmark Tool:

- Energy Star Plus Indoor Air Package
- Energy Star Advanced New Home Construction
- Enterprise Green Communities Initiative
- National Association of Builders Green building Initiative
- Leadership in energy and Env. Design (LEEDS)

The Applicant strongly supports HUD's efforts to make the buildings more energy efficient and less costly to operate. In support of this goal, the Applicant is committing to the following:

- All appliances and equipment will have the Energy Star label.
- The design of the structure shall exceed ASHRAE 90.1-2007 by 20 percent.
- A Heat Load Analysis, in addition to a Life Cycle Cost Analysis, will be completed during the design phase.
- The project will be certified as a "Green Development" as recognized by one of the five listed green rating programs (the specific green rating program will be determined during the design phase).
- The Applicant commits to utilizing the HUD/PIH Benchmark Tool during the post-construction phase to quantify energy savings.

In anticipation of these design commitments the Applicant's design team has already commenced discussions on how to design/construct an energy efficient structure. The team had determined that durable, high quality materials shall be used throughout the project. The use of these materials will not appreciably affect the overall cost but will instead reduce long-term maintenance, repairs and replacement costs. The following represents a sampling of the energy-saving, high quality materials to be used:

- Aluminum windows with a high performance rating. (A-A2-HP)
- Elastomeric paints on exterior walls
- R-32 insulation in attics and roofs
- R-19 insulation in exterior walls
- Semi-gloss enamel paints in all public areas to reduce wear and maintenance
- High efficiency HVAC units to reduce energy consumption
- All windows will be equipped with vertical blinds for glare control and to minimize solar heat gain.
- High performance Insulated glass will be used in all openings to reduce solar gain.
- **Use of Energy Star appliances throughout the project.**

Large roof overhangs, along with blinds and tinted glazing will reduce the heat gain at all window areas. The project will utilize the latest technology in air conditioning units with EER ratings of 12 or above will be utilized. We will also increase the R-value of insulation at the exterior walls and roofs, thus reducing the buildings heat gain. High efficiency water heaters, insulated hot water piping and energy saving light fixture and lamps will be utilized throughout.

Shade trees will be carefully placed to act as a natural sun screening elements. Exterior lighting will be placed on photoelectric cells to assure that they are operational only when necessary. When combined, the above measures will create a significant energy savings.

The proposed structural system of masonry bearing walls with pre-stressed, precast, hollow core floor

slabs is both cost-efficient and innovative. This hollow core slab system utilizes less concrete than traditional, cast in place, flat slab structural systems and provides for faster erection time. Structural integrity is not compromised. Because these slabs are only 6" thick, the height of the building can also be reduced. In addition there is no need for drywall ceiling finishes. The underside of the slab is simply sprayed with a textured coating and integral latex paint, creating a handsome textured surface ideal for bedroom and living room areas. The end result will be a project that is both energy and cost efficient and one that does not compromise on quality or maintainability.

Construction Efficiency

Repetition is the key to efficient construction. All one-bedroom units (with the exception of handicapped units) are identical. This repetition extends to doors, windows, hardware, plumbing fixtures, cabinets, electrical panels, lights, air conditioning components, and lengths of floor trusses.

Common parts reduce construction time and lead to cost efficiency. Many of the components above will apply to the handicapped apartments.

Stacking units above each other contributes to further efficiency such as stacking of plumbing lines.

Component framing will be incorporated to reduce construction time and increase quality. Concrete plank floor system will speed the time of construction.

All doors, including exterior metal doors and frames, will be pre-hung to reduce labor costs.

Where code permits, multiple vents will be joined at common chases to reduce material cost and labor.

MSB type interior molding and trim will be used to reduce costs.

NEW FREESTANDING THREE STORY FACILITY :

BLESSED POPE JOHN XXIII SENIOR HOUSING

Fort Myers, FL

HUD PROJECT NO:

ARCHITECT
WOODROFFE CORPORATION ARCHITECTS
5005 WEST LAUREL STREET, SUITE 215
TAMPA, FL. 33607 813/281-0411 813/281-8921 (FAX)
FLORIDA LICLNSL NUMBER AA C001379

ARCHITECT
WOODROFFE CORPORATION ARCHITECTS

Signature: _____ Title: _____ Date: _____

CIVIL ENGINEER
STRUCTURAL ENGINEER
MECHANICAL & ELECTRICAL ENGINEER

Element Engineering Group, LLC
1814 N. 15th Street
Tampa, Florida, 33606
813/386-2100 (Fax) 813/287-3622 (Fax) 813/874-9434 813/874-9134 (Fax)

Signature: _____ Title: _____ Date: _____

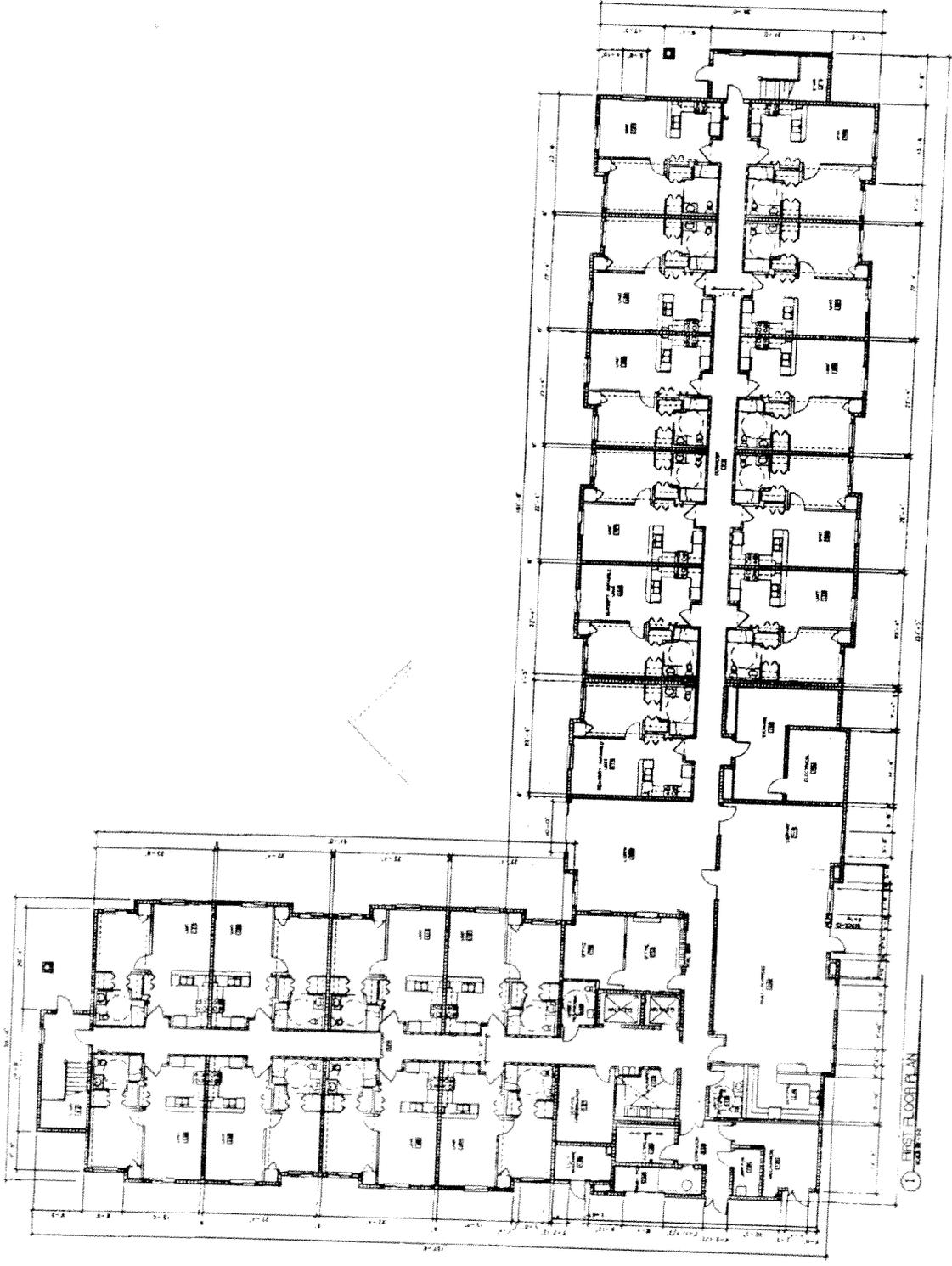
Other Company: _____ Design Company: _____

Signature: _____ Title: _____ Date: _____

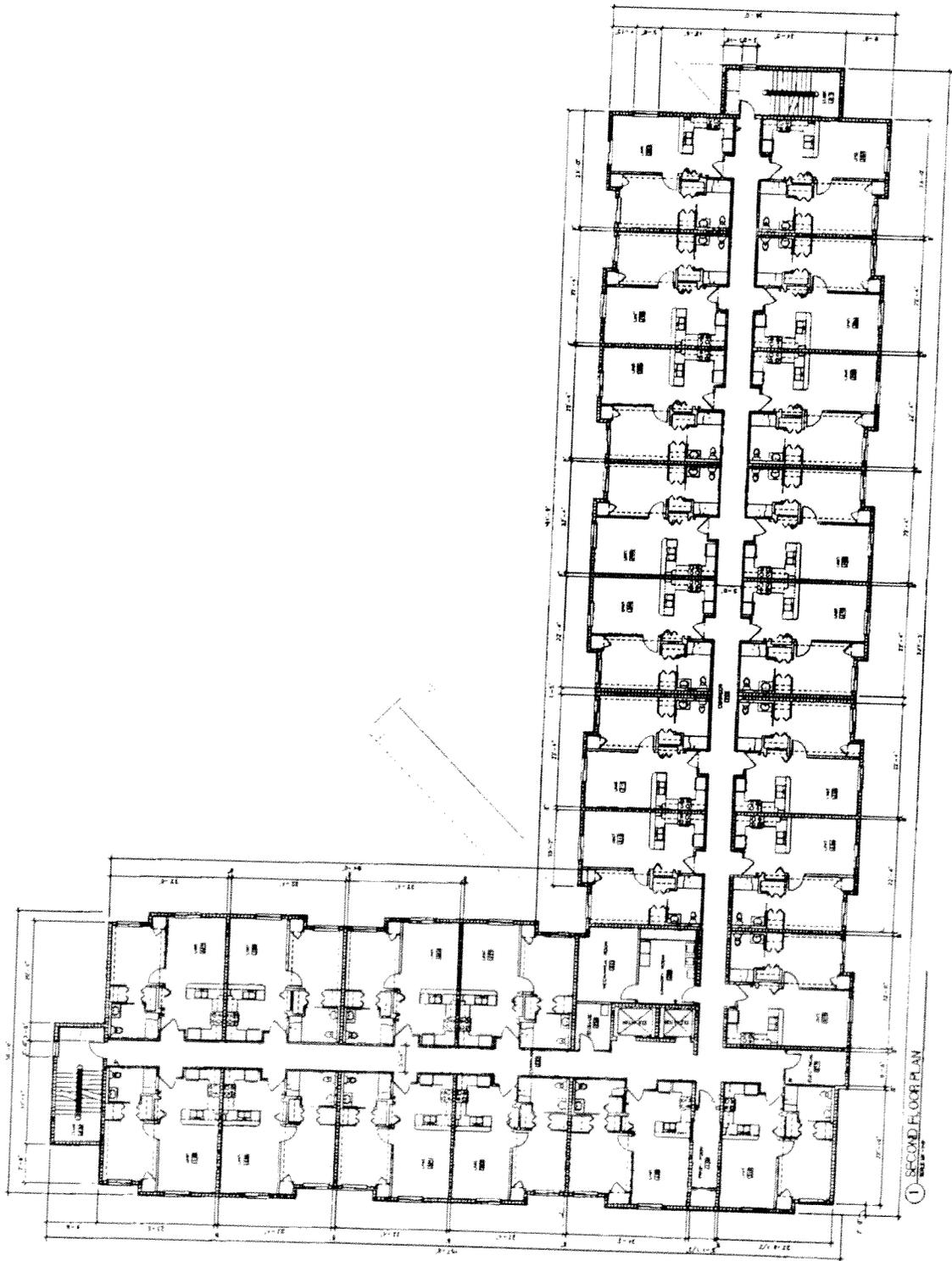
DATE: MAY 4, 2009
DESIGN DEVELOPMENT
WCA PROJECT NO. 0904

SET NO. -----

WOODROFFE CORPORATION ARCHITECTS 1400 N. WOODROFFE BLVD. SUITE 100 TAMPA, FLORIDA 33607 B13-281-0411	PROJECT: BLESSED POPE JOHN XXIII SENIOR HOUSING 1400 N. WOODROFFE BLVD. SUITE 100 TAMPA, FLORIDA 33607	BLESSED POPE JOHN XXIII SENIOR HOUSING FORT MYERS, FLORIDA	SHEET NO. A1.0 OF 10	CONTRACTOR: FIRST FLOOR PLAN DATE:
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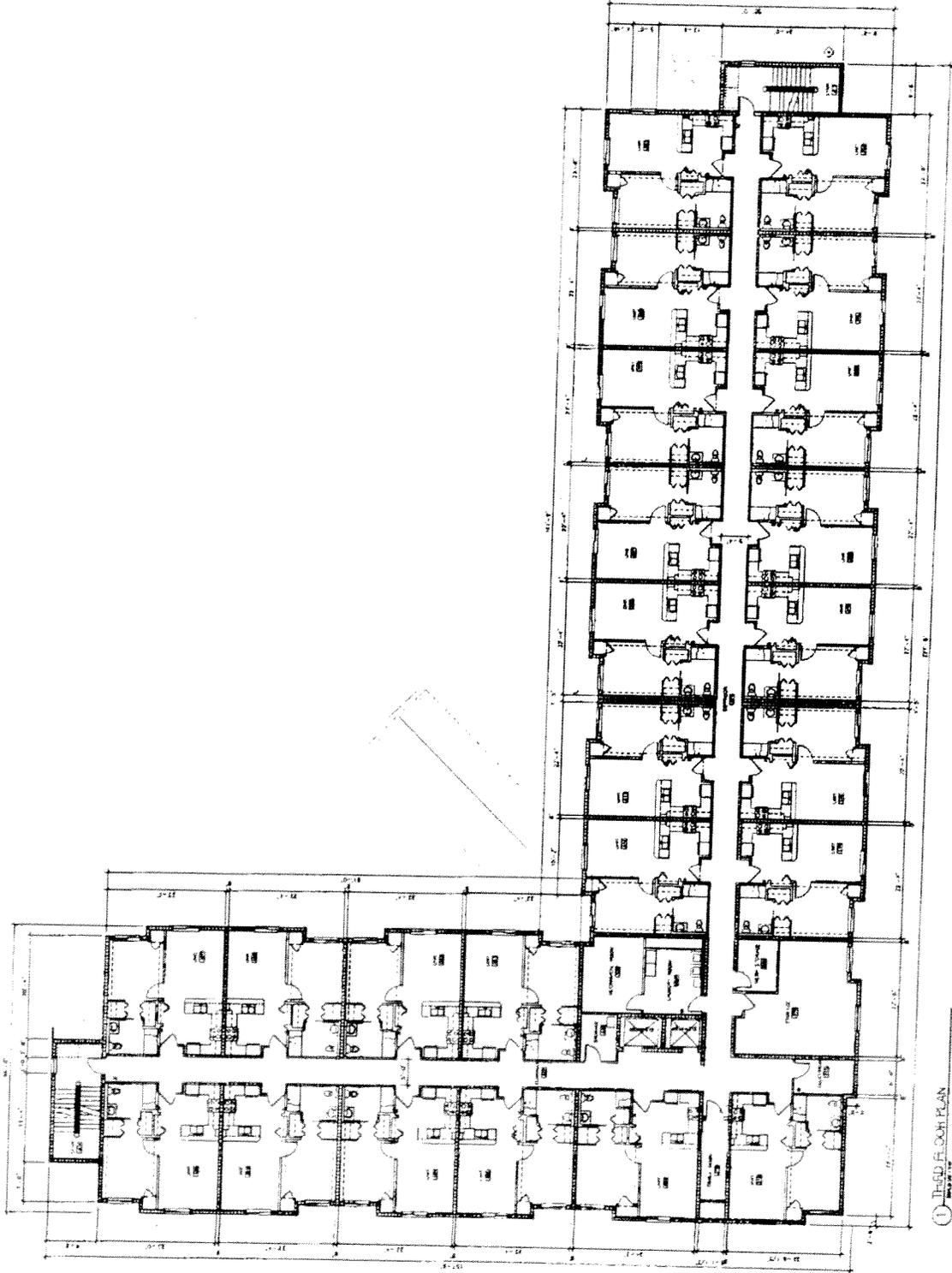


A11 <small>REVISION</small>	<small>MEASURING FLOOR PLAN</small>	<small>CONTRACT</small>	<small>DATE</small> <small>PROJECT</small> <small>ARCHITECT</small>	BLESSED POPE JOHN XXIII SENIOR HOUSING <small>PORT MYERS, FLORIDA</small>	<small>SCALE 1/8" = 1'-0"</small> <small>DATE OF SHEET</small>	WOODROFFE CORPORATION ARCHITECTS <small>GENERAL CONTRACTORS</small> <small>3005 WEST LAMAR STREET SUITE 210</small> <small>TAMPA, FLORIDA</small> <small>33607</small>
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① SECOND FLOOR PLAN
SCALE 1/8" = 1'-0"

WOODROFFE CORPORATION ARCHITECTS 5005 WEST LAUREL STREET SUITE 210 TAMPA FLORIDA 33607 813-281-0411	SCALE: 1/8" = 1'-0" (AS SHOWN)	BLESSED POPE JOHN XXII SENIOR HOUSING PORT WATERS, FLORIDA	CONTRACT NO. PROJECT NO. SHEET NO.	THIRD FLOOR PLAN	A12
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① THIRD FLOOR PLAN

FINISH SCHEDULE GENERAL NOTES

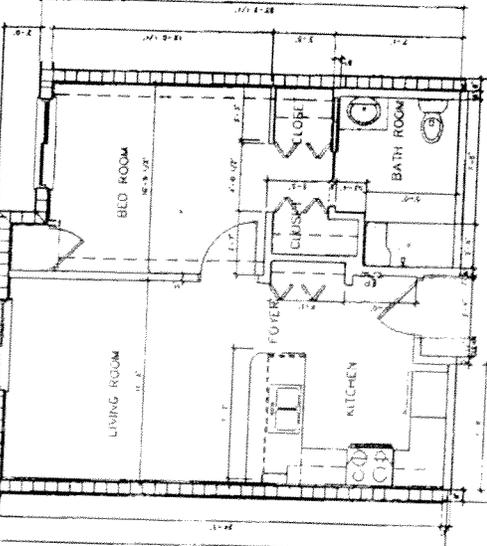
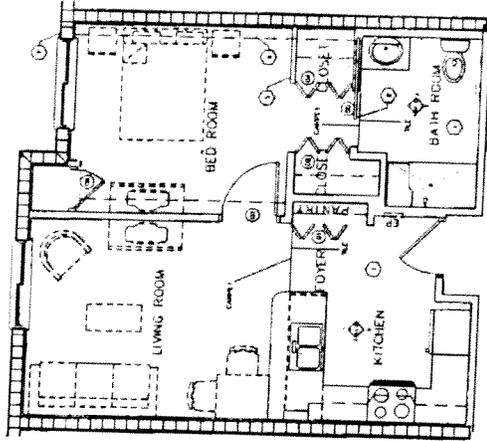
1. ALL FINISHES SHALL BE AS SHOWN ON THIS SCHEDULE. IF A FINISH IS NOT SHOWN ON THIS SCHEDULE, THE FINISH SHALL BE THE FINISH SHOWN ON THE FINISH SCHEDULE FOR THE APPLICABLE TRADE.
2. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
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DOOR/FRAME SCHEDULE GENERAL NOTES

1. ALL DOORS SHALL BE AS SHOWN ON THIS SCHEDULE. IF A DOOR IS NOT SHOWN ON THIS SCHEDULE, THE DOOR SHALL BE THE DOOR SHOWN ON THE DOOR/FRAME SCHEDULE FOR THE APPLICABLE TRADE.
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SPECIFIC NOTES

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ROOM FINISH SCHEDULE TYPICAL UNIT

1. FINISH MATERIALS, SEE FINISH SCHEDULE FOR DETAILS.
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 3. FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
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ROOM	FINISH	DESCRIPTION	FINISH	DESCRIPTION
LIVING ROOM	1	WALLS	1	WALLS
LIVING ROOM	2	CEILING	2	CEILING
LIVING ROOM	3	FLOOR	3	FLOOR
LIVING ROOM	4	DOORS	4	DOORS
LIVING ROOM	5	WINDOWS	5	WINDOWS
LIVING ROOM	6	BASE	6	BASE
LIVING ROOM	7	TRIM	7	TRIM
LIVING ROOM	8	SWITCHES	8	SWITCHES
LIVING ROOM	9	OUTLETS	9	OUTLETS
LIVING ROOM	10	TELEPHONE	10	TELEPHONE
LIVING ROOM	11	TV	11	TV
LIVING ROOM	12	STOVE	12	STOVE
LIVING ROOM	13	SINK	13	SINK
LIVING ROOM	14	CUPBOARD	14	CUPBOARD
LIVING ROOM	15	REF	15	REF
LIVING ROOM	16	BATH	16	BATH
LIVING ROOM	17	TOILET	17	TOILET
LIVING ROOM	18	SHOWER	18	SHOWER
LIVING ROOM	19	VANITY	19	VANITY
LIVING ROOM	20	MIRROR	20	MIRROR
LIVING ROOM	21	TRAY	21	TRAY
LIVING ROOM	22	ROCKERS	22	ROCKERS
LIVING ROOM	23	STAIRS	23	STAIRS
LIVING ROOM	24	LANDING	24	LANDING
LIVING ROOM	25	HALL	25	HALL
LIVING ROOM	26	ENTRY	26	ENTRY
LIVING ROOM	27	SCREEN	27	SCREEN
LIVING ROOM	28	SCREEN	28	SCREEN
LIVING ROOM	29	SCREEN	29	SCREEN
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LIVING ROOM	46	SCREEN	46	SCREEN
LIVING ROOM	47	SCREEN	47	SCREEN
LIVING ROOM	48	SCREEN	48	SCREEN
LIVING ROOM	49	SCREEN	49	SCREEN
LIVING ROOM	50	SCREEN	50	SCREEN

FINISH MATERIALS, SEE FINISH SCHEDULE FOR DETAILS.
 FINISHES SHALL BE APPLIED TO ALL SURFACES UNLESS OTHERWISE NOTED.
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2 TYPICAL FINISH SCHEDULE LAYOUT

1 TYPICAL UNIT PLAN

BLESSED POPE JOHN XXIII MANOR
PRELIMINARY DEVELOPMENT BUDGET
WITH CONTRACTOR ESTIMATE

Development Budget -- Pope John XXIII Manor

Updated as of: 09/21/2009

Section G - Estimate of Replacement Costs - 92013

LAND IMPROVEMENTS

1. Unusual Land Improvements		0
2. Other Land Improvements		612,400
3. Total Land Improvements		612,400

STRUCTURES

4. Main Buildings (line 48 factor x factor)	73,800	5,016,200
5. Accessory Buildings		0
6. Garage		0
7. All Other Buildings		0
8. Total Structures		5,016,200
9. Subtotal (line 3 + line 8)		5,628,600
10. General Requirements (line 9 x factor)	5.5%	Incl
11. Subtotal		5,628,600

FEEES

12. Builder's General Overhead (line 11x factor)	2.0%	Incl
13. Builder's Profit (line 11x factor)	6.0%	Incl
14. Subtotal (sum of lines 11 thru 13)		5,628,600
15. Bond Premium (line 14 x factor)	1.5%	84,400
16. Other Fees (line 14 x factor) ****	--	547,000
17. Est. Total Cost of Construction		6,260,000
18. Architect's Fee-Design (line 14 X factor)	3.30%	185,700
19. Architect's Fee-Supervision (line 14 x factor)	1.50%	84,400
20. Total for All Improvements (sum of lines 17 thru 19)		6,530,100
21. Cost Per Gross Square Foot (line 20 divided by Item 8, Section E)	164	48,500
22. Construction Time (12 + 2 months)		14

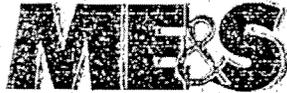
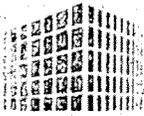
CHARGES AND FINANCING DURING CONSTRUCTION

23. Interest		0
24. Taxes		0
25. Insurance		75,000
26. HUD/FHA -- MIP	0.5%	
27. HUD/FHA -- Exam Fee	0.3%	
28. HUD/FHA -- Inspection Fee	0.5%	
29. Financing Fee		
30. Permanent Placement Fee		
31. Contingency, Misc. costs	6.9%	549,100
32. Additional Contingency (line 47 x factor)	2.0%	Incl in 31
33. Title and Recording	0.990%	78,700
34. Total Charges and Financing		702,800

Legal, Organization and Audit Fee

35. Legal		40,000
36. Organization		Incl in 31
37. Cost Certification Audit		8,000
38. Total Legal, Organ. and Audit Fee		48,000
39. Builder's & Sponsor's Profit & Risk		0
40. Consultant Fee (nonprofit only)		Incl in 31
41. Supplemental Management Fund		0
42. Contingency Reserve (rehab only) (line 17 x factor)	0.0%	0
43. Relocation Expenses (rehab only)	0	0
44. Other		0
45. Total Estimated Development Cost (lines 20+34+38 thru 44)		7,280,900
46. Land (estimated market price of site) (a)		680,000
46b; County Assistance		0
47. Total Est. Replacement Cost of Project (line 45 + line 46)		7,963,200
48. Average Cost per Living Unit (line 47 divided by Item 7, Section C)	68	116,959
	2	
	1.25	
Original Capital Advance		9,559,800
County Funding		600,000
Total Development Budget		10,159,800
Surplus/Deficit		2,208,600

Other Fees:	GC	Owner	Total
Soil borings			
Survey (topo and three updates)		7,000	7,000
County road impact fee (assumes reduction)		12,000	12,000
City water/sewer impact fees		Incl	0
City Water connection		408,000	408,000
City sewer connection		4,000	4,000
Water management fee		5,000	5,000
Driveway access fee			0
Land use agreement			0
Trash			0
Special Engineering			0
City water meter fee (assumes one meter)		12,000	
Development fee		2,000	2,000
Building permit		10,000	10,000
Final survey	45,000		45,000
Threshold inspection	4,000		4,000
Builders risk	0	35,000	35,000
Material testing			0
	15,000		15,000
Total	64,000	495,000	547,000
Developer's Fees:			
Enviornmental			3,000
Appraisal			4,000
Cost analysis			3,000
Premarketing expenses			15,000
Capital expenditures			80,000
Organizational expenses			10,000
Fidelity bond			6,000
Project contingency			318,100
Consultant fee			110,000
Total			549,100



20
YEARS OF
EXCELLENCE
1987-2007

April 24, 2008

John Hazebroth
JPH & ASSOCIATES, INC.
1950 Geronimo Trail
Maitland, FL 32751
PH: 407-645-1129

FAX: 407-645-1158

PROJECT: HOLY CROSS MANOR II
Palmetto, Florida

SUBJECT: CONCEPTUAL BUDGET ESTIMATE

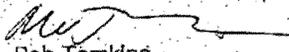
Dear John:

McIntyre Elwell & Strammer General Contractors, Inc. is pleased to present the following conceptual budget estimate for the Holy Cross Manor II, a 3-story 68-unit apartment building located in Palmetto, Florida. Our conceptual budget estimate is based on the preliminary site plan, floor plans and elevations provided by Woodroffe Corp. Architects dated 3/28/08 and the design characteristics of the existing Holy Cross Manor apartment building.

Budget for site work	\$ 612,400.00
Budget for 3-story 68 unit building	\$5,016,200.00
Total	\$5,628,600.00

Please contact our company with any questions or comments you may have.

Sincerely,


Bob Tomkins
Estimator

lav

Building Strong Relationships

McIntyre Elwell & Strammer General Contractors, Inc.

1645 Barber Road • Sarasota, Florida 34240 • 941.377.6600 • Fax: 941.378.2298

State License: # CGC 023903

4(c)(ii) Energy Efficiency

EXHIBIT 4(c)(2)

Energy Efficiency in Design

HUD is encouraging applicants to take specific energy-saving actions in furtherance of HUD's Energy Action Plan described in the August 2006 report to congress entitled: "Promoting Energy Efficiency at HUD in a Time of Change." Under this policy priority, HUD is providing up to two policy priority points as follows:

- a) **Energy Star Appliances and Products.** Applicants can receive one policy priority point for incorporating energy-efficiency measures in the design, construction and operation of the development. HUD strongly encourages the purchase and use of Energy Star-labeled products. Applicants are also encouraged to promote energy efficiency in design and operation of the proposed project. To receive the one point, applicants must meet the following criteria:
 - *New construction or substantial rehabilitation (multifamily):* Meet ASHRAE 90.1-2007 plus 20 percent (Appendix G) and appliances must be Energy Star qualified. A heat load analysis showing compliance with this standard must be completed by the project architect or engineer during the design phase of the project.

- b) **Green Development.** Applicant can receive an additional policy priority point for green development if they fulfill the requirements for use of Energy Star appliances and projects above and meet one of the following guidelines, in addition to committing to use the HUD/PIH Benchmark Tool:
 - Energy Star Plus Indoor Air Package
 - Energy Star Advanced New Home Construction
 - Enterprise Green Communities Initiative
 - National Association of Builders Green building Initiative
 - Leadership in energy and Env. Design (LEEDS)

The Applicant strongly supports HUD's efforts to make the buildings more energy efficient and less costly to operate. In support of this goal, the Applicant is committing to the following:

- All appliances and equipment will have the Energy Star label.

- The design of the structure shall exceed ASHRAE 90.1-2007 by 20 percent.

- **A Heat Load Analysis, in addition to a Life Cycle Cost Analysis, will be completed during the design phase.**
- **The project will be certified as a “Green Development” as recognized by one of the five listed green rating programs (the specific green rating program will be determined during the design phase).**
- **The Applicant commits to utilizing the HUD/PIH Benchmark Tool during the post-construction phase to quantify energy savings.**

In anticipation of these design commitments the Applicant’s design team has already commenced discussions on how to design/construct an energy efficient structure. The team has determined that the project shall include durable, high quality materials shall be used throughout the project. The use of these materials will not appreciably affect the overall cost but will instead reduce long-term maintenance, repairs and replacement costs. The following represents a sampling of the energy-saving, high quality materials to be used:

- ▶ Aluminum windows with a high performance rating. (A-A2-HP)
- ▶ Elastomeric paints on exterior walls
- ▶ R-32 insulation in attics and roofs
- ▶ R-19 insulation in exterior walls
- ▶ Semi-gloss enamel paints in all public areas to reduce wear and maintenance
- ▶ High efficiency HVAC units to reduce energy consumption
- ▶ All windows will be equipped with vertical blinds for glare control and to minimize solar heat gain.
- ▶ High performance Insulated glass will be used in all openings to reduce solar gain.
- ▶ *Use of Energy Star appliances throughout the project.*

Large roof overhangs, along with blinds and tinted glazing will reduce the heat gain at all window areas. The project will utilize the latest technology in air conditioning units with SEER ratings of 12 or above will be utilized. We will also increase the R-value of insulation at the exterior walls and roofs, thus reducing the buildings heat gain. High efficiency water heaters, insulated hot water piping and energy saving light fixture and lamps will be utilized throughout.

Shade trees will be carefully placed to act as a natural sun screening elements. Exterior lighting will be placed on photoelectric cells to assure that they are operational only when necessary. When combined, the above measures will create a significant energy savings.

The proposed structural system of masonry bearing walls with prestressed, precast, hollow core floor slabs is both cost efficient and innovative. This hollow core slab system utilizes less concrete than traditional, cast in place, flat slab structural systems and provides for faster erection

time. Structural integrity is not compromised. Because these slabs are only 6" thick, the height of the building can also be reduced. In addition there is no need for drywall ceiling finishes. The underside of the slab is simply sprayed with a textured coating and integral latex paint, creating a handsome textured surface ideal for bedroom and living room areas. The end result will be a project that is both energy and cost efficient and one that does not compromise on quality or maintainability.

4(c)(iii) Mixed Use Plans

EXHIBIT 4(c)(3)
Mixed Finance/Mixed Use Projects

The Sponsor is not proposing any type of mixed financial or mixed use project for the proposed project. For this reason, no information is being submitted in this exhibit section.

4(d)(i)(c) Site Control

EXHIBIT 4(d)(i)(c)
Site Control

The Sponsor currently owns the property. Enclosed is a warranty deed validating ownership, as well as the following: i) a title report indicating that the property is free from any reverts or restrictions; ii) letter from Sponsor committing to sell the site for the intended use and that the Sponsor is in compliance with the Uniform Relocation Act; and iii) a purchase/sale option outlining both the commitment and sale terms.

Although the Sponsor does not anticipate the need to switch sites, if necessary the Sponsor commits to HUD their willingness to switch sites.



DIOCESE OF VENICE IN FLORIDA
Office of the Chancellor

May 18, 2009

Mr. James D. Branson,
Multifamily HUB Director
U.S. Dept. of Housing and Urban Development
400 W. Bay Street, Suite 1015
Jacksonville, FL 32202

**RE: FY 2009 Proposed 202 Housing Project for Low-Income Elderly
Proposed Florida non-profit corporation to be formed (Pope John XXIII)
Ft. Myers, Lee County, FL**

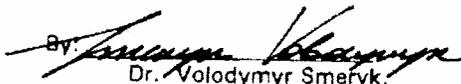
Dear Mr. Branson:

I, Dr. Volodymyr Smeryk, Chancellor of the Diocese of Venice, agree that if funded with Section 202 funds, that the Diocese of Venice agrees to sell the portion of property located at 10360 Palomino Lane, Ft. Myers, Lee County, Florida needed for the proposed HUD 202 project to a single asset/single purpose corporation to be formed (Pope John XXIII), specifically with the task of owning and operating this HUD Section 202 Project, to be evidenced by that certain Contract for Sale and Purchase attached hereto as Exhibit "A" and incorporated herein by reference.

The current property is in the name of the "Frank J. Dewane, As Bishop of the Diocese of Venice, a corporation sole" as evidenced by that certain Title Commitment attached hereto as Exhibit "B" incorporated herein by reference.

The Diocese (the Seller) understands and agrees: 1) that the sale will be a voluntary arm's length transaction; 2) the Applicant/Owner Corporation (Pope John XXIII, Inc.) does not have the power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement; and 3) that the Purchase Price of the Land will be an acceptable estimate of the fair market value of the property, which will be approved by HUD.

**Frank J. Dewane, As Bishop of
the Diocese of Venice, a Corporation Sole**

By: 
Dr. Volodymyr Smeryk,
Chancellor



cc: Joseph A. DiVito, Esq.

Attachments: 1) Exhibit "A" - Contract for Sale and Purchase
2) Exhibit "B" - Evidence of Title

(941) 484-9543

P.O. Box 2006, Venice, Florida, 34284-2006
www.dioceseofvenice.org

FAX (941) 488-2561

EXHIBIT "A"

THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

Contract For Sale And Purchase

FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR

*a corporation sole



PARTIES: Frank J. DeWane, As Bishop of the Diocese of Venice, * and a single purpose corporation to be formed (Pope John XXIII) hereby agree that Seller shall sell and Buyer shall buy the following described Real Property and Personal Property (collectively "Property") pursuant to the terms and conditions of this Contract for Sale and Purchase and any riders and addenda ("Contract"):

I. DESCRIPTION:

(a) Legal description of the Real Property located in Lee County, Florida: See Exhibit "A" attached hereto and incorporated herein by this reference. (b) Street address, city, zip, of the Property: 13060 Palomino Lane, Ft. Myers, FL (c) Personal Property includes existing range(s), refrigerator(s), dishwasher(s), ceiling fan(s), light fixture(s), and window treatment(s) unless specifically excluded below. Other items included are: N/A Vacant Land

Items of Personal Property (and leased items, if any) excluded are:

N/A Vacant land

II. PURCHASE PRICE (U.S. currency):

PAYMENT:

(a) Deposit held in escrow by ("Escrow Agent") in the amount of (checks subject to clearance). Escrow Agent's address: Phone: (b) Additional escrow deposit to be made to Escrow Agent within days after Effective Date in the amount of (c) Financing in the amount of ("Loan Amount") see Paragraph IV below (d) Other: (e) Balance to close by cash, wire transfer or LOCALLY DRAWN cashier's or official bank check(s), subject to adjustments or prorations

III. TIME FOR ACCEPTANCE OF OFFER AND COUNTEROFFERS; EFFECTIVE DATE:

(a) If this offer is not executed by and delivered to all parties OR FACT OF EXECUTION communicated in writing between the parties on or before See Addendum, the deposit(s) will, at Buyer's option, be returned and this offer withdrawn. Unless otherwise stated, the time for acceptance of any counteroffers shall be 2 days from the date the counteroffer is delivered. (b) The date of Contract ("Effective Date") will be the date when the last one of the Buyer and Seller has signed or initialed this offer or the final counteroffer. If such date is not otherwise set forth in this Contract, then the "Effective Date" shall be the date determined above for acceptance of this offer or, if applicable, the final counteroffer.

IV. FINANCING: See Addendum

(a) This is a cash transaction with no contingencies for financing; (b) This Contract is contingent on Buyer obtaining written loan commitment which confirms underwriting loan approval for a loan to purchase the Property ("Loan Approval") within days (if blank, then 30 days) after Effective Date ("Loan Approval Date") for (CHECK ONLY ONE): a fixed; an adjustable; or a fixed or adjustable rate loan, in the Loan Amount (See Paragraph II.(c)) at an initial interest rate not to exceed %, and for a term of years. Buyer will make application within days (if blank, then 5 days) after Effective Date.

BUYER: Buyer shall use reasonable diligence to: obtain Loan Approval; notify Seller in writing of receipt of Loan Approval by Loan Approval Date; satisfy terms of the Loan Approval; and close the loan. Loan Approval which requires a condition related to the sale of other property shall not be deemed Loan Approval for purposes of this subparagraph. Buyer shall pay all loan expenses. Buyer authorizes the mortgage broker(s) and lender(s) to disclose information regarding the conditions, status, and progress of loan application and Loan Approval to Seller, Seller's attorney, real estate licensee(s), and Closing Agent.

SELLER: If Buyer does not deliver to Seller written notice of Loan Approval by Loan Approval Date, Seller may thereafter cancel this Contract by delivering written notice ("Seller's Cancellation Notice") to Buyer, but not later than seven (7) days prior to Closing. Seller's Cancellation Notice shall notify Buyer that Buyer has three (3) days to deliver to Seller written notice waiving this Financing contingency, or the Contract shall be cancelled.

DEPOSIT(S) (for purposes of this Financing Paragraph IV(b) only): If Buyer has used reasonable diligence but does not obtain Loan Approval by Loan Approval Date, and thereafter either party elects to cancel this Contract, the deposit(s) shall be returned to Buyer. If Buyer obtains Loan Approval or waives this Financing contingency, and thereafter the Contract does not close, then the deposit(s) shall be paid to Seller; provided however, if the failure to close is due to: (i) Seller's failure or refusal to close or Seller otherwise fails to meet the terms of the Contract, or (ii) Buyer's lender fails to receive and approve an appraisal of the Property in an amount sufficient to meet the terms of the Loan Approval, then the deposit(s) shall be returned to Buyer.

(c) Assumption of existing mortgage (see rider for terms); or (d) Purchase money note and mortgage to Seller (see Standards B and K and riders; addenda; or special clauses for terms).

V. TITLE EVIDENCE: At least 30 days (if blank, then 5 days) before Closing a title insurance commitment with legible copies of instruments listed as exceptions attached thereto ("Title Commitment") and, after Closing, an owner's policy of title insurance (see Standard A for terms) shall be obtained by:

(CHECK ONLY ONE): (X) (1) Seller, at Seller's expense and delivered to Buyer or Buyer's attorney, or (2) Buyer at Buyer's expense.

(CHECK HERE): If an abstract of title is to be furnished instead of title insurance, and attach rider for terms.

VI. CLOSING DATE: This transaction shall be closed and the closing documents delivered on See Addendum ("Closing"), unless modified by other provisions of this Contract. In the event of extreme weather or other conditions or events constituting "force majeure", Closing will be extended a reasonable time until: (i) restoration of utilities and other services essential to Closing, and (ii) availability of Hazard, Wind, Flood, or Homeowners' insurance. If such conditions continue more than days (if blank, then 14 days) beyond Closing Date, then either party may cancel this Contract.

71 VII. RESTRICTIONS; EASEMENTS; LIMITATIONS: Seller shall convey marketable title subject to: comprehensive land use plans,
72 zoning, restrictions, prohibitions and other requirements imposed by governmental authority; restrictions and matters appearing on the plat or
73 otherwise common to the subdivision; outstanding oil, gas and mineral rights of record without right of entry; unplatted public utility easements
74 of record (located contiguous to real property lines and not more than 10 feet in width as to the rear or front lines and 7 1/2 feet in width as to the
75 side lines); taxes for year of Closing and subsequent years; and assumed mortgages and purchase money mortgages, if any (if additional items,
76 see addendum); provided, that there exists at Closing no violation of the foregoing and none prevent use of the Property for
77 low-income housing facility for elderly persons purpose(s).

78 VIII. OCCUPANCY: Seller shall deliver occupancy of Property to Buyer at time of Closing unless otherwise stated herein. If Property is intended
79 to be rented or occupied beyond Closing, the fact and terms thereof and the tenant(s) or occupants shall be disclosed pursuant to Standard F.
80 If occupancy is to be delivered before Closing, Buyer assumes all risks of loss to Property from date of occupancy, shall be responsible and liable
81 for maintenance from that date, and shall be deemed to have accepted Property in its existing condition as of time of taking occupancy.

82 IX. TYPEWRITTEN OR HANDWRITTEN PROVISIONS: Typewritten or handwritten provisions, riders and addenda shall control all
83 printed provisions of this Contract in conflict with them.

84* X. ASSIGNABILITY: (CHECK ONLY ONE): Buyer may assign and thereby be released from any further liability under this
85* Contract; may assign but not be released from liability under this Contract; or may not assign this Contract.

86 XL DISCLOSURES:
87 (a) The Property may be subject to unpaid special assessment lien(s) imposed by a public body ("public body" does not include a
88 Condominium or Homeowners' Association). Such lien(s), if any, whether certified, confirmed and ratified, pending, or payable in
89* installments, as of Closing, shall be paid as follows: by Seller at closing by Buyer (if left blank, then Seller at Closing).
90 If the amount of any assessment to be paid by Seller has not been finally determined as of Closing, Seller shall be charged at Closing an
91 amount equal to the last estimate or assessment for the improvement by the public body.
92 (b) Radon is a naturally occurring radioactive gas that when accumulated in a building in sufficient quantities may present health risks to
93 persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida.
94 Additional information regarding radon or radon testing may be obtained from your County Public Health unit.
95 (c) Mold is naturally occurring and may cause health risks or damage to property. If Buyer is concerned or desires additional
96 information regarding mold, Buyer should contact an appropriate professional.
97 (d) Buyer acknowledges receipt of the Florida Energy-Efficiency Rating Information Brochure required by Section 553.996, F.S.
98 (e) If the Real Property includes pre-1978 residential housing then a lead-based paint rider is mandatory.
99 (f) If Seller is a "foreign person" as defined by the Foreign Investment in Real Property Tax Act, the parties shall comply with that Act.
100 (g) BUYER SHOULD NOT EXECUTE THIS CONTRACT UNTIL BUYER HAS RECEIVED AND READ THE
101 HOMEOWNERS' ASSOCIATION/COMMUNITY DISCLOSURE.

102 (h) PROPERTY TAX DISCLOSURE SUMMARY: BUYER SHOULD NOT RELY ON THE SELLER'S CURRENT PROPERTY
103 TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR
104 SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS
105 OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING
106 VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER'S OFFICE FOR INFORMATION.

107 XII. MAXIMUM REPAIR COSTS: Seller shall not be responsible for payments in excess of:
108* (a) \$N/A-Vacant Land for treatment and repair under Standard D (if blank, then 1.5% of the Purchase Price).
109* (b) \$N/A-Vacant Land for repair and replacement under Standard N not caused by Wood Destroying Organisms (if blank,
110 then 1.5% of the Purchase Price).

111* XIII. HOME WARRANTY: Seller Buyer N/A will pay for a home warranty plan issued by N/A
112* at a cost not to exceed \$ _____

113 XIV. RIDERS; ADDENDA; SPECIAL CLAUSES: CHECK those riders which are applicable AND are attached to and made part of this Contract:
114* CONDOMINIUM VA/FHA HOMEOWNERS' ASSN. LEAD-BASED PAINT COASTAL CONSTRUCTION CONTROL LINE
115* INSULATION "AS IS" EVIDENCE OF TITLE (SOUTH FLORIDA CONTRACTS) Other Comprehensive Rider Provisions Addenda
116* Special Clause(s): _____
117* _____
118* _____
119* _____

120 XV. STANDARDS FOR REAL ESTATE TRANSACTIONS ("Standards"): Buyer and Seller acknowledge receipt of a copy of Standards A
121 through Y on the reverse side or attached, which are incorporated as part of this Contract.
122 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD,
123 SEEK THE ADVICE OF AN ATTORNEY PRIOR TO SIGNING.
124 THIS FORM HAS BEEN APPROVED BY THE FLORIDA ASSOCIATION OF REALTORS® AND THE FLORIDA BAR.

125 Approval does not constitute an opinion that any of the terms and conditions in this Contract should be accepted by the parties in a particular transac-
126 tion. Terms and conditions should be negotiated based upon the respective interests, objectives and bargaining positions of all interested persons.
127 AN ASTERISK(*) FOLLOWING A LINE NUMBER IN THE MARGIN INDICATES THE LINE CONTAINS A BLANK TO BE COMPLETED.
128* FRANK J. DEWANE, AS BISHOP OF THE DIOCESE

129* (BUYER) (a Florida non-profit corporation to be formed) (DATE) _____ OF VENICE, A CORPORATION SOLE (SELLER) (DATE) _____
130* _____ By: Dr. Volodymyr Smeryk 5-18-09 (DATE) _____
131* (BUYER) (DATE) _____ (SELLER) _____
132 Buyers' address for purposes of notice 1000 Pinebrook Road, Venice, FL 34292
133* 1000 Pinebrook Road, Venice, FL 34292
134* Venice, FL 34292
135* 941-484-9543 Phone 941-484-9543 Phone

136 BROKERS: The brokers (including cooperating brokers, if any) named below are the only brokers entitled to compensation in connection with
137 this Contract:
138* Name: _____
139* Cooperating Brokers, if any N/A Listing Broker N/A

EXHIBIT "A"

LEGAL DESCRIPTION

A tract or parcel of land lying in Sections 21 and 22, Township 45 South, Range 25 East, Lee County, Florida. Being tracts 31, 32, 33A, 33B and 33C of Colonial Ranchettes, Inc., Unit 1 of an unrecorded subdivision. Being more particularly described as follows:

Beginning at the Northeast corner of said Section 21; thence run S 88 Degrees 42' 32" W. along the North line of said section 21 for 631.425 feet to the Northwest corner of the East half of the Northeast quarter of the Northeast quarter of said section 21; thence run S 01 Degrees 04' 07" E. for 1,323.44 feet to the Southwest corner of said fraction of a section; thence run N 88 Degrees 42' 03" E. for 681.30 feet to the Southeast corner of said fraction of a section and the Southwest corner of the West half of the Northwest quarter of the Northwest quarter of said section 22; thence run N 89 Degrees 34' 27" E. for 614.83 feet to the West right of way line of Palomino Road (30 feet from centerline); thence run N 01 Degrees 03' 15" W. along said right of way line for 1,323.36 feet to the North line of said fraction of a section; thence run S 89 Degrees 34' 22" W. for 615.04 feet to the Point of Beginning.

**ADDENDUM TO CONTRACT
FOR SALE OF REAL ESTATE**

THIS ADDENDUM is dated this ___ day of _____, 2009, by and between **FRANK J. DEWANE, AS BISHOP OF THE DIOCESE OF VENICE, A CORPORATION SOLE** ("Seller") and **A FLORIDA NON-PROFIT CORPORATION TO BE FORMED (POPE JOHN XXIII)**, a non-profit Florida corporation ("Buyer") concerning the Contract for Sale of property located in Ft. Myers, Lee County, Florida more particularly described in Exhibit "A" attached hereto and incorporated by this reference:

A. Buyer's intended use is for the construction of a residential building containing sixty-eight (68) units for low-income elderly residents with funding provided through Department of Housing and Urban Development ("HUD, Section 202 Program").

B. This Contract is expressly contingent upon Buyer being able to successfully close with HUD for the capital advance previously awarded to Buyer for Buyer's intended use. The Closing Date shall occur within one (1) year from the date of this Contract, but may be extended for an additional six (6) months at the option of Buyer should Buyer experience any delays as a result of proceeding with the HUD process foreclosing on the capital advance.

C. Seller acknowledges receiving the Uniform Relocation Act Notice on May 18, 2009, a copy of which is attached hereto.

**FRANK J. DeWANE, AS BISHOP OF THE
DIOCESE OF VENICE,
A CORPORATION SOLE**

By: 
Dr. Volodymyr Smeryk,
Chancellor

a Florida non-profit corporation
To be formed

By: _____

**NOTICE TO SELLER
UNDER
UNIFORM RELOCATION ACT
(Voluntary Arm's Length Transaction)**

Please be advised that Applicant below intends to submit an Application to the U.S. Dept. Of Housing and Urban Development seeking the availability of funds to construct housing under Section 811 or alternatively, Section 202 of the Housing Act of 1959, as amended. In conjunction with that Application, Applicant intends to submit an offer to purchase certain real property from Seller, upon which said housing facility will be constructed.

Applicant hereby gives notice that the Contract Offer that will be submitted is intended to be a voluntarily arm's length transaction. Applicant does not have the power of eminent domain and, therefore, will not acquire the property if negotiations fail to result in an amicable agreement for the estimated fair market value of the property.

Applicant further gives notice that if its application is funded by HUD, it will assign the Contract to a single purpose entity to be formed to construct the housing facility.

Dated: May 18, 2009

APPLICANT/BUYER:

(A Florida non-profit corporation to be
Formed-Pope John XXIII)

By: _____

ACKNOWLEDGED AND ACCEPTED THIS
18 DAY OF May, 2009 BY SELLER:

FRANK J. DEWANE, AS BISHOP OF THE
DIOCESE OF VENICE,
A CORPORATION SOLE

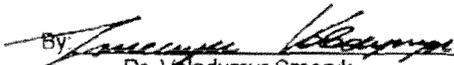
By: 
Dr. Volodymyr Smeryk,
Chancellor

EXHIBIT "B"

FUND TITLE CERTIFICATE

*An examined search for the issuance of title insurance underwritten by
Attorneys' Title Insurance Fund, Inc.*

Fund File Number: 18-2009-1629

Provided For: Divito and Higham

Agent's File Reference: Pope John 23rd

Amount of Insurance: *OWNER'S:* To Be Determined
MORTGAGEE: To Be Determined

Effective Date of Search: April 14, 2009 at 11:00 PM

Description of Real Property to be Insured situated in Lee County, Florida.

A tract or parcel of land lying in Sections 21 and 22, Township 45 South, Range 25 East, Lee County, Florida. Being tracts 31, 32, 33A, 33B and 33C of Colonial Ranchettes, Inc., Unit 1 of an unrecorded subdivision. Being more particularly described as follows:

Beginning at the Northeast corner of said Section 21; thence run S 88 Degrees 42' 32" W. along the North line of said section 21 for 631.425 feet to the Northwest corner of the East half of the Northeast quarter of the Northeast quarter of said section 21; thence run S 01 Degrees 04' 07" E. for 1,323.44 feet to the Southwest corner of said fraction of a section; thence run N 88 Degrees 42' 03" E. for 681.30 feet to the Southeast corner of said fraction of a section and the Southwest corner of the West half of the Northwest quarter of the Northwest quarter of said section 22; thence run N 89 Degrees 34' 27" E. for 614.83 feet to the West right of way line of Palomino Road (30 feet from centerline); thence run N 01 Degrees 03' 15" W. along said right of way line for 1,323.36 feet to the North line of said fraction of a section; thence run S 89 Degrees 34' 22" W. for 615.04 feet to the Point of Beginning.

Record Title Vested in: Frank J. Dewane as Bishop of the Diocese of Venice, a corporation sole by Warranty Deed

Recorded in: O.R. Book 3127, Page 3288, together with Affidavit of Succession recorded in Clerk's File Number 2007000047666, Public Records of Lee County, Florida.

This certificate is issued exclusively for the writing of a title insurance commitment and/or policy on Attorneys' Title Insurance Fund, Inc. No liability is assumed if used for any other purpose. Liability for this certificate expires six (6) months from date of issue if no commitment or policy has by then been issued.

Prepared this 27th day of April, 2009.

Attorneys' Title Insurance Fund, Inc.

Prepared by: Joe Furlong

Phone Number: 1-800-526-3855

FUND TITLE CERTIFICATE

Fund File Number: 18-2009-1629

EXCEPTIONS

1. *Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*

(Unless satisfactory evidence is presented to The Fund member agent eliminating the need for exceptions one through five, said exceptions should be made a part of any Fund commitment or final policy.)
6. *Federal liens and judgment liens, if any, filed with the Florida Department of State pursuant to Sec. 713.901, et seq., F.S., and Sec. 55.201, et seq., F.S., respectively, which designate the Florida Department of State as the place for filing federal liens and judgment liens against personal property. For insuring purposes:*
 - (a) *Pursuant to Sec. 713.901, et seq., F.S., personal property includes, but is not limited to, mortgages, leaseholds, mortgages on leaseholds, interests in cooperative associations, vendees' interests, and options when those interests are held by a partnership, corporation, trust or decedent's estate; and*
 - (b) *Pursuant to Sec. 55.201, et seq., F.S., personal property includes, but is not limited to, leaseholds, interests in cooperative associations, vendees' interests, and options regardless of the type of entity holding such interests, including individuals. (Note: Mortgages have been specifically excluded from the personal property interests in which a judgment lien may be acquired under the provisions of Sec. 55.201, et seq., F.S.)*
7. *Any lien provided by County Ordinance or by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.*
8. *Any owner policy issued pursuant hereto will contain under Schedule B the following exception: Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled and artificially exposed lands and lands accreted to such lands.*
9. *The Fund has no liability under this commitment until an endorsement is issued stating the amount of the proposed policy. No Fund policy may be issued in an amount of \$3,000,000.00 or greater without specific Underwriting approval.*
10. *The Fund has no liability under this commitment until an endorsement is issued stating the actual name of the proposed insured. In the case of a commitment for an owner title policy showing an*

FUND TITLE CERTIFICATE

Fund File Number: 18-2009-1629

"assign" as the proposed insured, the name of the entity which will actually take title must be provided. The Fund reserves the right to make additional requirements and exceptions, once all proper names have been provided.

11. Taxes for the year 2009, which are not yet due and payable.
12. Subject to rights of tenants under unrecorded leases, if any.
13. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
14. Oil, gas, mineral or other reservations as set forth in deed by Walter A. Smith recorded in Deed Book 258, Page 453, Public Records of Lee County, Florida. No determination has been made as to the current record owner for the interest excepted herein.
15. Easements set forth in instrument recorded in O.R. Book 444, Page 487, Public Records of Lee County, Florida.
16. Covenants, conditions and restrictions recorded January 19, 1968, in O.R. Book 444, Page 514, Public Records of Lee County, Florida.
17. Subject to easements for roadway purposes as reserved in Warranty Deeds recorded in O.R. Book 1295, Page 860, O.R. Book 1323, Page 1104, O.R. Book 1323, Page 1105 and O.R. Book 1840, Page 2799, all in the Public Records of Lee County, Florida.
18. Roadway easement recorded in O.R. Book 1162, Page 1007, Public Records of Lee County, Florida.
19. Utility easement granted to Florida Power and Light Company recorded in O.R. Book 1873, Page 2261, Public Records of Lee County, Florida.
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23. Deed of Conservation Easement recorded in O.R. Book 4268, Page 3047, Public Records of Lee County, Florida.
24. Grant of Perpetual Public Utility Easement to Lee County, a political subdivision of the State of Florida recorded in O.R. Book 4700, Page 1737, Public Records of Lee County, Florida.
25. Notice of Development Order Approval recorded in Clerk's File Number 2006000307288, Public Records of Lee County, Florida.

FUND TITLE CERTIFICATE

Fund File Number: 18-2009-1629

Unless stated otherwise, the property described herein has legal access.

Proposed Purchaser/Mortgagor:

To Be Determined

A 20-year name search was performed on the proposed purchaser/mortgagor for unsatisfied judgments and tax liens (state and federal and other liens for the recovery of money) and personal names were checked for unrestored incompetency and for guardianship proceedings, ALL OF WHICH RESULTED IN THE FOLLOWING:

None

The Fund has not confirmed the validity or current status of any artificial business entity appearing in this Title Certificate.

This certificate does not cover unpaid municipal taxes and other assessments unless they are recorded in the Official Records Book of the county, nor does it cover matters filed in the Federal District Courts of Florida EXCEPT FOR BANKRUPTCY PROCEEDINGS filed prior to October 7, 1984, when the property lies in either DADE, DUVAL, HILLSBOROUGH, LEON OR ORANGE COUNTY.

See the attached Tax Sheet for current and delinquent (if any) ad valorem tax information.

In order for the title to be insured by The Fund, it must be examined between the effective date of this certificate and the recording date(s) of the instrument(s) on which the policy is based.

4(d)(ii) Title Search

EXHIBIT 4(d)(ii)
Title Research

A title search was performed on the property. It indicates that the site is free of any limitations, restrictions, or reverts which could adversely affect the use of the site for the 40-year capital advance period.

Law Offices of
DiVito & Higham, P. A.

JOHN J. DI VITO (1928-2005)
FREDERICK A. HIGHAM, JR.
JOSEPH A. DI VITO

JOHN D. PIERCE

4514 CENTRAL AVENUE
ST. PETERSBURG, FLORIDA 33711-1041
(727) 321-1201
FAX (727) 321-5181

May 4, 2009

Mr. James D. Branson,
Multifamily HUB Director
Charles Bennett Federal Building
U.S. Dept. of Housing and Urban Development
400 West Bay Street, Suite 1015
Jacksonville, FL 32202-5121

RE: Capital Advance Grant Application
Sponsor: Diocese of Venice
Owner: (Corporation to be formed-Pope John XXIII)
Property: 13060 Palomino Lane
Ft. Myers, Lee County, FL

Dear Mr. Branson:

This letter shall serve as a limited opinion of title for the above-referenced project. I hereby submit a copy of Attorneys' Title Insurance Fund, Inc.'s Certificate No. 18-2009-1629 for the above-reference property prepared on the 14th day of April, 2009, confirming title is in the name of Frank J. Dewane, As Bishop of the Diocese of Venice, a Corporation Sole. I have reviewed the items shown as exceptions, and do hereby confirm that the site is free of any reverters which could adversely affect the use of the site for the proposed project for the 40-year Capital Advance period under HUD's regulations and requirements.

In the event of the proposed project being selected for a Capital Advance Grant, a title insurance commitment and/or title policy insuring the property will be issued consistent with the terms of the Title Certificate, subject to matters of record in the Public Records of Lee County, Florida subsequent to the Effective Date of the Title Certificate enclosed herewith.

Very truly yours,

DIVITO & HIGHAM, P.A.


Joseph A. DiVito

Enclosures

cc: Dr. Volodymyr Smeryk, Chancellor
Mr. John Hazelroth, Consultant

FUND TITLE CERTIFICATE

*An examined search for the issuance of title insurance underwritten by
Attorneys' Title Insurance Fund, Inc.*

Fund File Number: 18-2009-1629

Provided For: Divito and Higham

Agent's File Reference: Pope John 23rd

Amount of Insurance: *OWNER'S:* To Be Determined
MORTGAGEE: To Be Determined

Effective Date of Search: April 14, 2009 at 11:00 PM

Description of Real Property to be Insured situated in Lee County, Florida.

A tract or parcel of land lying in Sections 21 and 22, Township 45 South, Range 25 East, Lee County, Florida. Being tracts 31, 32, 33A, 33B and 33C of Colonial Ranchettes, Inc., Unit 1 of an unrecorded subdivision. Being more particularly described as follows:

Beginning at the Northeast corner of said Section 21; thence run S 88 Degrees 42' 32" W. along the North line of said section 21 for 631.425 feet to the Northwest corner of the East half of the Northeast quarter of the Northeast quarter of said section 21; thence run S 01 Degrees 04' 07" E. for 1,323.44 feet to the Southwest corner of said fraction of a section; thence run N 88 Degrees 42' 03" E. for 681.30 feet to the Southeast corner of said fraction of a section and the Southwest corner of the West half of the Northwest quarter of the Northwest quarter of said section 22; thence run N 89 Degrees 34' 27" E. for 614.83 feet to the West right of way line of Palomino Road (30 feet from centerline); thence run N 01 Degrees 03' 15" W. along said right of way line for 1,323.36 feet to the North line of said fraction of a section; thence run S 89 Degrees 34' 22" W. for 615.04 feet to the Point of Beginning.

Record Title Vested in: Frank J. Dewane as Bishop of the Diocese of Venice, a corporation sole by Warranty Deed

Recorded in: O.R. Book 3127, Page 3288, together with Affidavit of Succession recorded in Clerk's File Number 2007000047666, Public Records of Lee County, Florida.

This certificate is issued exclusively for the writing of a title insurance commitment and/or policy on Attorneys' Title Insurance Fund, Inc. No liability is assumed if used for any other purpose. Liability for this certificate expires six (6) months from date of issue if no commitment or policy has by then been issued.

Prepared this 27th day of April, 2009.

Attorneys' Title Insurance Fund, Inc.

Prepared by: Joe Furlong

Phone Number: 1-800-526-3855

FUND TITLE CERTIFICATE

Fund File Number: 18-2009-1629

EXCEPTIONS

1. *Taxes for the year of the effective date of this policy and taxes or special assessments which are not shown as existing liens by the public records.*
2. *Rights or claims of parties in possession not shown by the public records.*
3. *Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey and inspection of the premises.*
4. *Easements or claims of easements not shown by the public records.*
5. *Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.*

(Unless satisfactory evidence is presented to The Fund member agent eliminating the need for exceptions one through five, said exceptions should be made a part of any Fund commitment or final policy.)
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FUND TITLE CERTIFICATE

Fund File Number: 18-2009-1629

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Fund File Number: 18-2009-1629

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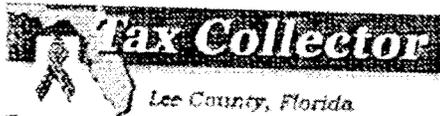
None

The Fund has not confirmed the validity or current status of any artificial business entity appearing in this Title Certificate.

This certificate does not cover unpaid municipal taxes and other assessments unless they are recorded in the Official Records Book of the county, nor does it cover matters filed in the Federal District Courts of Florida EXCEPT FOR BANKRUPTCY PROCEEDINGS filed prior to October 7, 1984, when the property lies in either DADE, DUVAL, HILLSBOROUGH, LEON OR ORANGE COUNTY.

See the attached Tax Sheet for current and delinquent (if any) ad valorem tax information.

In order for the title to be insured by The Fund, it must be examined between the effective date of this certificate and the recording date(s) of the instrument(s) on which the policy is based.



Lee County, Florida

Cathy Curtis

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Real Property Information		
Account	Tax Year	Status
[REDACTED]	2008	PAID
Original Account	Instrument No	
[REDACTED]	2007000047666	
Owner		
DEWANE FRANK J DIOCESE OF VENICE		
Physical Address		Mailing Address
13060 PALOMINO LN FORT MYERS FL 33912		PO BOX 2006 VENICE FL 34284 USA
Legal Description		
W 1/2 OF NW 1/4 OF NW 1/4 OF SEC 22 + E 1/2 OF NE 1/4 OF NE 1/4 OF SEC 21		
Outstanding Balance as of 4/17/2008		\$0.00

District	047
Market Assessed Value	\$12,888,650.00
Agricultural Exemption	\$0.00
Assessed SOH Value	\$12,888,650.00
Homestead Exemption	\$0.00
Other Exemption	\$0.00
Wholly Exemption	\$0.00
Taxable Value	\$12,888,650.00
Senior Exemption	\$0.00
Historical Exemption	\$0.00
Tax Amount	\$645.14

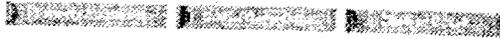
Ad Valorem Taxes			
Taxing Authority	Multiplier	Millicage Rate	Taxes Levied
LEE COUNTY CAPITAL IMP	0.00	0.0005000	\$0.00
LEE COUNTY GENERAL REVENUE	0.00	0.0036506	\$0.00
LEE COUNTY LIBRARY FUND	0.00	0.0002844	\$0.00
PUBLIC SCHOOL - BY LOCAL BOARD	0.00	0.0023450	\$0.00
PUBLIC SCHOOL - BY STATE LAW	0.00	0.0045230	\$0.00
LEE COUNTY ALL HAZARDS - MSTU	0.00	0.0000693	\$0.00
LEE COUNTY UNINCORPORATED - MSTU	0.00	0.0008398	\$0.00
SFL WATER MGMT OKEECHOBEE LEVY	0.00	0.0002797	\$0.00
SFL WATER MGMT-DISTRICT LEVY	0.00	0.0002549	\$0.00
SFL WATER MGMT-EVERGLADE CONST	0.00	0.0000894	\$0.00
LEE COUNTY HYACINTH CONTROL	0.00	0.0000214	\$0.00
LEE COUNTY MOSQUITO CONTROL	0.00	0.0001636	\$0.00
SOUTH TRAIL FIRE DISTRICT	0.00	0.0018760	\$0.00
WEST COAST INLAND WATERWAY	0.00	0.0000394	\$0.00

Non Ad Valorem Assessments			
Taxing Authority	Rate	Base	Taxes Levied
SOLID WASTE ASSESSMENT	1.0000	ACTL LEVY	\$645.14

Nov 2008	Dec 2008	Jan 2009	Feb 2009	Mar 2009
\$819.33	\$825.79	\$632.24	\$638.69	\$645.14

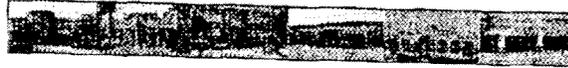
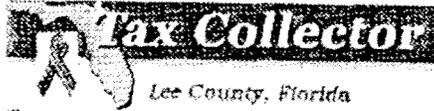
- Additional Options:
- Tax Detail
 - Payments Made
 - All Unpaid Taxes
 - Tax History
 - Link to Property Appraiser's Tax Estimator

See also:



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- Forms/Brochures
- Glossary of Terms
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Real Property Information		
Account	Tax Year	Status
[REDACTED]	2008	PAID
Original Account	Instrument No	
[REDACTED]	2007000047668	
Owner		
DEWANE FRANK J DIOCESE OF VENICE		
Physical Address	Mailing Address	
13060 PALOMINO LN FORT MYERS FL 33912	PO BOX 2006 VENICE FL 34264 USA	
Legal Description		
W 1/2 OF NW 1/4 OF NW 1/4 OF SEC 22 + E 1/2 OF NE 1/4 OF NE 1/4 OF SEC 21		
Outstanding Balance as of 4/17/2009		\$0.00

Certificate	Tax Year	Account	Status	Outstanding Balance as of	Outstanding Balance as of
				4/17/2009	5/1/2009

All tax year(s) have been paid for this account.

The amount due for future dates is subject to change without notice due to statutory compliance.

match(es)

Additional Options:

- > Tax Detail
- > Payments Made
- > All Unpaid Taxes
- > Tax History
- > Link to Property Appraiser's Tax Estimator

See also:



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Lee County Property Appraiser

PROPERTY DATA FOR PARCEL 22-45-25-00-00001.0100
TAX YEAR 2008

Parcel data is available for the following tax years:
{ 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 }

{ [Next Lower Parcel Number](#) | [Next Higher Parcel Number](#) | [Check Building Permits on this Parcel](#) | [Display Taxable Accounts on this Parcel](#) | [Display Tax Bills on this Parcel](#) | [Tax Estimator](#) }

COMPASS, LITHAL, SLMR AND DISTRICT BMA ARE USED FOR CURRENT DISTRICT, LAND, BUILDING, VALUE AND EXEMPTIONS ON A PARCEL FOR THE 2008 ROLL.

PROPERTY DETAILS

<p>OWNER OF RECORD</p> <p>DEWANE FRANK J DIOCESE OF VENICE PO BOX 2006 VENICE FL 34204</p> <p>SITE ADDRESS</p> <p>13060 PALOMINO LN FORT MYERS FL 33912</p> <p>LEGAL DESCRIPTION</p> <p>W 1/2 OF NW 1/4 OF NW 1/4 OF SEC 22 + E 1/2 OF NE 1/4 OF NE 1/4 OF SEC 21</p>	<p>{ VIEWER TAX MAP PRINT }</p>  <p>{ PLOTOMETRY AERIAL VIEWER }</p>	<p>IMAGE OF STRUCTURE</p>  <p>Photo Date: March of 2006</p>
--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------------------------------------------

TAXING DISTRICT	DOR CODE
047 - SOUTH TRAIL FIRE	71 - CHURCHES, TEMPLES

PROPERTY VALUES (TAX ROLL 2008)		EXEMPTIONS		ATTRIBUTES	
[HISTORY CHART]					
JUST ASSESSED	12,888,650	HOMESTEAD	0	LAND UNITS OF MEASURE**	MIXED USE
ASSESSED SOH	12,888,650	WIDOW	0	TOTAL NUMBER OF LAND UNITS	1,572,520.60
TAXABLE BUILDING	4,220,700	WIDOWER	0	FRONTAGE	0
BUILDING FEATURES	122,340 INCL. IN BLDG VALUE	DISABILITY	0	DEPTH	0
LAND FEATURES	804,190 INCL. IN LAND VALUE	WHOLLY AGRICULTURE	12,888,650	BEDROOMS	0
SOH DIFFERENCE	0		0	BATHROOMS	56
				TOTAL BUILDING SQFT	42,101
				1ST YEAR BUILDING ON TAX ROLL	0
				HISTORIC DISTRICT	NO
				** MULTIPLE LAND LINES - SEE APPRAISAL DETAIL	

SALES/TRANSACTIONS

SALE PRICE	DATE	OR NUMBER	TYPE	TRANSACTION DETAILS DESCRIPTION	VACANT / IMPROVED
100	1/29/2007	2007000047868	04	Disqualified (Multiple STRAP # - 01.03.04.07) There are 78 additional parcel(s) with this document (may have been split after the transaction date)... 14-43-20-01-00006.0000, 17-44-22-00-00014.0000, 28-46-22-00-00001.0010, 27-45-22-00-00001.0010, 21-48-22-13-00002.0010, 28-46-22-12-00006.0010, 30-43-23-C2-00008.0000, 02-44-23-C1-02844.0000, 27-44-23-C4-04386.0000, 28-44-23-C1-00003.0000, 28-44-23-C1-06001.0180, 28-44-23-C1-08001.0220... Remaining parcels not listed.	I
368,000	6/1/1990	1122/3288	04	Disqualified (Multiple STRAP # - 01.03.04.07)	V
100	2/26/1996	2330/2160	01	Disqualified (Doc Stamp .70 / SP less th \$100 / Other Disq)	V
99,200	3/1/1990	2135/2841	01	Disqualified (Doc Stamp .70 / SP less th \$100 / Other Disq)	V
217,000	4/1/1998	1240/2802	02	Qualified (Multiple STRAP # / 06-09)	V

SOLID WASTE (GARBAGE) ROLL DATA

SOLID WASTE DISTRICT	ROLL TYPE	CATEGORY	UNIT/AREA	TAX AMOUNT
003 - Service Area 3	C - Commercial Category	B	37075	645.14
GARBAGE	RECYCLING	HORTICULTURE		

Friday		Friday		Thursday	
ELEVATION INFORMATION					
STORM SURGE CATEGORY		FLOOD INSURANCE (FIRM/FAI)			
	RATE CODE	COMMUNITY	PANEL	VERSION	DATE
4/5	X	125124	0445	F	3/28/2008

[Show]

APPRAISAL DETAILS

TRIM (proposed tax) Notices are available for the following tax years:
 [1997 | 1998 | 1999 | 2000 | 2001 | 2002 | 2003 | 2004 | 2005 | 2006 | 2007 | 2008]

[Next Lower Parcel Number | Next Higher Parcel Number]

[New Query | Parcel Query Page | Lee PA Home]

This site is best viewed with Internet Explorer 6.0 or Netscape 9.0 or above.
 Page was last modified Thursday, April 16, 2009 4:02:33 PM

This Instrument Prepared by: Donna M. Shannon,
An Officer of Associated Land Title Group, Inc. (210),
7370 College Parkway, Suite 104, Ft. Myers, FL 33907,
For Purposes of Title Ins.
File # 210-99-0620
Parcel ID # 21-45-25-00-00001.2260

4649118

1500 B
2576.000

0R3127 P63288

Warranty Deed

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made June 1, 1999, BETWEEN

Ina L. Johnson, a single person
whose post office address is 2004 Johnson Road Immokalee, Florida 34142 of the County of
Collier, State of Florida, grantor, and

John J. Nevins, as Bishop of the Diocese of Venice, a Corporation Sole
whose post office address is P. O. Box 2006 Venice, Florida 34284-2006 of the County of
West, State of Florida, grantee,

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten (\$10.00)
Dollars, and other good and valuable considerations to said grantor in hand paid by said
grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the
said grantee, and grantee's heirs, successors and assigns forever, the following described
land, situate, lying and being in Lee County, Florida to-wit:

See Schedule A attached hereto and by this reference made a part hereof.

Subject to easements and restrictions of record, if any, which are specifically not
extended or reimposed hereby. Subject to 1999 taxes and assessments.

RECORDED BY
KAREN CARTWRIGHT, D.C.

Documentary Tax Pd. \$ 2576.00
Intangible Tax Pd
\$
CHARLIE GREEN, CLERK, LEE COUNTY
By Karen Cartwright Deputy Clerk

and said grantor does hereby fully warrant the title to said land, and will defend the same
against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of:

OR3127 P63289

Patty Swilley
WITNESS SIGNATURE

Ina L. Johnson
Ina L. Johnson

Patty Swilley
WITNESS PRINTED NAME

Franklin Adams
WITNESS SIGNATURE

Dorella Baldwin
WITNESS PRINTED NAME

STATE OF Hawaii COUNTY OF Calhoun

I HEREBY CERTIFY, that on June 1, 1999, before me personally appeared Ina L. Johnson who is personally known to me or has produced the identification identified below, who is the person described in and who executed the foregoing instrument, and who after being duly sworn says that the execution hereof is free act and deed for the uses and purposes herein mentioned.

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

To me personally known () Identified by Driver's License () Identified by _____

My Commission Expires: 10/25/2000

Commission No.: CL 585384

Patty Swilley
Patty Swilley
PLEASE PRINT OR TYPE NAME AS IT APPEARS



Patty Swilley
MY COMMISSION # C0385384 EXPIRES
October 25, 2000
TOWNS & COUNTRY FARM INSURANCE, INC

Schedule A

The Northeast Quarter of the Northeast Quarter of the Northeast Quarter, Section 21, Township 45 South, Range 25 East, subject to easements for roadway purposes over and across the West 30.00 feet of the South 660.96 feet together with the following non-exclusive easements: The South 100.00 feet of the East 20.00 feet of the West 50.00 feet of the North Half of the Northeast Quarter of the Northeast Quarter of the Northeast Quarter of said Section 21, Township 45 South, Range 25 East, Lee County, Florida.

AND

The Northwest Quarter of the Northwest Quarter of the Northwest Quarter, Section 22, Township 45 South, Range 25 East, subject to easements for roadway purposes over and across the East 30.00 feet thereof, TOGETHER WITH ingress and egress over and across road easements as described in Official Records Book 444, Pages 487-489 of Lee County, Florida.

OR3127 883290

CHARLIE GREEN, CLERK
LEE COUNTY, FL

1999 JUN - 7 PM 3: 39

File No: 210-99-0620

Schedule A

Parcel L-2

The SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East, lying and being in Lee County, Florida, LESS HOWEVER, existing road right-of-ways, and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 6, Township 44 South, Range 26 East, lying and being in Lee County, Florida, LESS HOWEVER, all existing road right-of-ways. LESS, the following described parcels:

The N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

This includes all oil, gas and mineral or other subsurface rights of grantor.

Parcel L-5

The NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 45 South, Range 23 East, Lee County, Florida.

Parcel L-3

Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, MARIANA PARK SUBDIVISION, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 9, page 111.

Parcel L-9

All of Lots 1 and 4 and the Nly 1157.5 ft. of Lot 5, of the subdivision known as UNITED FLORIDA FRUIT COMPANY'S FIRST DIVISION, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 3, page 85.

Parcel L-10

All that portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 44 South, Range 23 East, lying North of State Road 78, constituting 37.04 acres in accordance with amended survey prepared by J. B. Ford following decision of District Court of Appeal, Second District, State of Florida, dated October 29, 1958, in the case of Jennie Glick, Appellant, vs. Guy L. Webb and Lucile G. Webb, Appellees. LESS, the following described parcel:

The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16,
Township 44 South, Range 23 East, Lee County,
Florida.

This includes all oil, gas and mineral rights of grantor.

Parcel L-11

Begin at Wly R/W line of Road No. 767 and the N line of Section 26, Township 45 South, Range 22 East, thence W. along the N. line of Section 26 a distance of 919.61 ft. to the NW corner of Section 26, thence continue on N. along the N. line of Section 27, Township 45 South, Range 22 East a distance of 400.39 ft.; thence S. and parallel to E. line of Section 27 a distance of 560 ft.; thence E. and parallel to the N. line of Section 27 a distance of 400.39 ft. to a point on W. line of Section 26, thence continue on E. and parallel to the N. line of Section 26 to Wly R/W line of Road No. 767 a distance of 1038.03 ft., thence NWly along Wly R/W line of Road No. 767 a distance of 669.81 ft. to POB.

This includes all oil, gas and mineral rights of grantor.

Parcel L-13

The N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 30, Township 43 South, Range 23 East, Lee County, Florida, including a roadway easement 30 ft. wide over and across the Nly 30 ft. of that part of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, Township 43 South, Range 23 East, Lee County, Florida, lying Wly of Burnt Store Road and a non-exclusive easement upon and across the following described parcel: A tract or parcel of land for a roadway easement 60 ft. wide lying in the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 30, Township 43 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows: From a concrete monument marking the SW corner of said fraction of a section run S.89°05'47"E. along the South line thereof for 84.86 ft.; thence run N.44°05'47"W. for 121.22 ft. to an intersection with the West line of said fraction of a section; thence run S.00°19'50"W. along said West line for 85.72 ft. to the POB.

Parcel L-15

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 43 South, Range 24 East, less a 25 ft. strip on the West and North sides thereof for highway purposes.

Parcel L-18

Parcel One: Commencing 330 ft. East of the NW corner of Govt. Lot 2 of Section 18, Township 44 South, Range 21 East, Lee County, Florida, and proceeding Ely 660 ft.; thence due S. 660 ft.; thence due W. 660 ft.; thence Nly 660 ft. to the POB.

Parcel Two: Commencing at a point 330 ft. due S. of the NW corner of Govt. Lot 8, Section 18, Township 44 South, Range 21 East; thence proceeding Ely 330 ft.; thence due S. 330 ft.; thence due W. 330 ft.; thence Nly 330 ft. along the Wly boundary of Govt. Lot 8 to POB.

Parcel L-18A

Lots 18, 19, 22 and 23, Block 39, REVISED PLAT OF CAYO COSTA, as recorded in Plat Book 1, page 49, Public Records of Lee County, Florida.

Parcel L-30

Lot 14, Block 35, Unit 9, Replat of Section 20, LEMIGH ACRES, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Deed Book 263, page 352.

Parcel L-32

Being part of Section 34, Township 46 South, Range 25 East, Lee County, Florida, and further bounded and described as follows: Beginning at a spike in disc marking the intersection of the centerline of Corkscrew Road (50 ft. wide) with the West line of aforesaid Section 34; thence S.89°11'E. along the centerline of Corkscrew Road a distance of 331.50 ft.; thence S.0°00'45"W. a distance of 264.33 ft.; thence S.89°59'15"E. a distance of 165.73 ft. to the centerline of a 60 ft. right-of-way; thence SWly along the centerline of aforesaid right-of-way by a curve deflecting to the right a distance of 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continuing along the centerline of aforesaid right-of-way S.45°27'18"W. a distance of 52.61 ft.; thence continuing SWly along the centerline of aforesaid right-of-way by a curve deflecting to the left a distance of 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continuing along the centerline of aforesaid right-of-way S.0°00'45"W. a distance of 653.60 ft. to an intersection of an East-West 60 ft. right-of-way; thence S.0°04'15"W. a distance of 30.00 ft. to the South line of aforesaid East-West right-of-way; thence continuing S.0°04'15"W. a distance of 631.64 ft. to the South line of the N½ of the NW¼ of the SW¼ of aforesaid Section 34; thence N.88°52'22"W. along the South line of the N½ of the NW¼ of the SW¼ of aforesaid Section 34 a distance of 331.20 ft. to the West line of aforesaid Section 34; thence N.0°04'E. along the West line of aforesaid Section 34 a distance of 561.63 ft. to the NW corner of the SW¼ of aforesaid Section 34; thence North along the West line of aforesaid Section 34 a distance of 1261.35 ft. to the POB. (Grantor, John L. Tolomeo and Anne M. Tolomeo, reserved unto themselves, their assigns, the right of ingress and egress over and across the 60 ft. rights-of-way of the North-South road right-of-way described herein.) This includes a perpetual non-exclusive easement described as follows: Perpetual non-exclusive road right-of-way easement over and across a 60 ft. wide road having as its center line a line described as follows: Commencing at a point which is 497.25 ft. Ely of the West section line of Section 34, Township 46 South, Range 25 East and in the Sly right-of-way line of Corkscrew Road, proceed thence S.0°0'45"W. 234 ft.; thence Sily by a curve deflecting to the right a distance of 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continuing S.45°27'18"W. a distance of 52.61 ft.; thence continuing Sily by a curve deflecting to the left a distance of 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continuing S.0°00'45"W. a distance of 653.60 ft. to the centerline of an East-West 60 ft. right-of-way. LESS the following described parcels:

LEE 1763 23168

Beginning at a spike in a disc marking intersection of the centerline of Corkscrew Road (50 ft. wide) with the Wly line of Section 34, Township 46 South, Range 25 East, Lee County, Florida, proceed thence Sly 1231.35 ft. along said Section line to the Nly right-of-way line of a road in the Florida Gulf Land Company Subdivision, recorded in Plat Book 1, page 59, of the Public Records of Lee County, Florida, and the POB; thence S.0°04'N. along said Section line a distance of 691.63 ft. to the South line of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 34; thence S.88°52'22"E. along said quarter section line a distance of 331.20 ft.; thence N.0°04'15"E. a distance of 691.64 ft.; thence in a Wly direction along the aforesaid North right-of-way line to the POB.

Right of Way over following parcel:

Begin at a spike in disc marking the intersection of the centerline of Corkscrew Road (50 ft. wide) with the West line of said Section 34, thence S.89°11'E. along the centerline of Corkscrew Road 331.50 ft.; thence S.0°00'45"W. 264.33 ft.; thence S.89°59'15"E. 165.73 ft. to the centerline of a 60 ft. right-of-way; thence SWly along the centerline of said right-of-way by a curve deflecting to the right 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continuing along the centerline of said right-of-way S.45°27'18"W. 52.61 ft.; thence continue SWly along the centerline of said right-of-way by a curve deflecting to the left 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continue along the centerline of said right-of-way S.0°00'45"W. 653.60 ft. to an intersection of an East-West 60 ft. right-of-way; thence S.0°04'15"W. 30.00 ft. to the South line of said East-West right-of-way; thence continue S.0°04'15"W. 631.64 ft. to the South line of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 34; thence N.28°52'22"W. along the South line of the N $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 34 331.20 ft. to the West line of said Section 34; thence N.0°04'E. along the West line of Section 34 661.63 ft. to the NW corner of the SW $\frac{1}{4}$ of said Section 34; thence North along the West line of said Section 34 1,261.35 ft. to the POB. Lying within 40 ft. of the Survey Line on State Road S-850, Section 12640, said Survey Line being described as follows: Begin on the Wly boundary of Section 34, Township 46 South, Range 25 East, at a point 46.64 ft. Sly of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34, said corner being 1,308.09 ft. Nly of the SW corner of the NW $\frac{1}{4}$ of said Section 34, run thence N.89°37'03"E. 662.79 ft. to the Ely boundary of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 34 at a point 41.67 ft. Sly of the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34, said corner being 653.36 ft. Nly of the SE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34. Less existing rights of way.

Parcel L-33

A tract or parcel of land lying in the N $\frac{1}{2}$ of Section 28, Township 43 South, Range 27 East, which tract or parcel is described as follows: From the SE corner of said N $\frac{1}{2}$, run N.0°41'20"W. along the quarter section line for 1275.31 ft. to a concrete monument and the POB. From said POB run S.89°18'40"W. for 330 ft. to a concrete monument; thence run N.0°41'20"W. parallel with and 330 ft. Wly from said quarter section line for 1344.30 ft. to a concrete monument marking the intersection with

the curved Sly line (75 ft. from the centerline) of Palm Beach Blvd. (State Road No. 80); thence run SEly along said Sly line, along the arc of a curve to the left of radius 5804.59 ft., for 333.25 ft. to a concrete monument marking the intersection with said quarter section line; thence run S.0°41'20"E. along said quarter section line for 1298.42 ft. to the POB. Bearings are calculated from ties to the right-of-way for the Caloosahatchee Canal and River as shown in Plat Book 8, page 51, Public Records of Lee County, Florida.

Parcel L-35

Lots 11, 12 and 13, Block 1912, Unit 28, CAPE CORAL, according to the plat thereof recorded in Plat Book 14, pages 101-111, Public Records of Lee County, Florida.

Parcel L-36

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 43 South, Range 25 East, Lee County, Florida. Subject to easement for Wells Road.

Parcel L-37

The North 960 ft. of the West 320 ft. of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 45 South, Range 24 East, Lee County, Florida; together with a non-exclusive roadway easement described as follows: From the NW corner of said section run N.89°52'18"E. along the North line thereof along the centerline of Hendry Creek Road for 320 ft.; thence run S.00°10'14"E. parallel with the West line of said fraction of a section for 25 ft. to a point on the South line of said road and the POB. From said POB continue S.00°10'14"E. for 935 ft.; thence run N.89°52'18"E. for 80 ft.; thence run N.00°10'14"W. for 399.19 ft.; thence run S.89°52'18"W. for 43 ft.; thence run N.00°10'14"W. for 246 ft.; thence run N.89°52'18"E. for 43 ft.; thence run N.00°10'14"W. for 289.81 ft. to a point on the South line of said road; thence run S.89°52'18"W. along said road for 80 ft. to the POB.

Parcel L-46

Tract 33-C of COLONIAL RANCHETTES, INC., an unrecorded subdivision more particularly described as follows: The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 22, Township 45 South, Range 25 East, containing 10 acres, more or less. Subject to easements for roadway purposes over and across the East 30 ft. thereof; Together with ingress and egress over and across road easements as described in O.R. Book 444 at pages 487-489 of Lee County, Florida.

Parcel L-47

All of Block 4769, Unit 70, CAPE CORAL SUBDIVISION, according to the plat thereof recorded in Plat Book 22, pages 58-87, Public Records of Lee County, Florida.

Parcel L-49

The East 563.8 ft. of the West 750 ft. of that part of Section 29, Township 43 South, Range 26 East, lying South of the South right-of-way line of State Road 80 North of the former Seaboard Airline Railroad right-of-way.

Parcel L-50

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 46 South, Range 26 East, Lee County, Florida, subject to a road and utility easement over the South 30 ft. thereof.

1763 103170

Parcel L-51

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 47 South, Range 26 East, excepting the North 25 ft. thereof for road right-of-way. Together with easements on the following: The South 25 ft. of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the North 25 ft. of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the Wly 25 ft. of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 47 South, Range 26 East, and the East 25 ft. of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 47 South, Range 26 East, Lee County, Florida.

Parcel L-52

The North 380 ft. of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying SWly of Homestead Road in Section 5, Township 45 South, Range 27 East, Lee County, Florida, less and except the Wly 364 ft. thereof.

Parcel L-53

The West 660 ft. of the North 660 ft. of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 47 South, Range 25 East

and

That portion of the West 60 ft. of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 47 South, Range 25 East, lying North of Coconut Road right-of-way.

JUN 15 1 07 PM '95
RECORDED IN DEPT. OF
RECORDS
LEE COUNTY, FLORIDA
RECORDS VERIFIED

CLERK OF CIRCUIT COURT
Charles H. ...
LEE COUNTY, FLORIDA

1891441

This Indenture

1763 2164

Whereas said parties, the terms "party" shall include the heirs, personal representatives, assigns and assigns of the respective parties herein, the one of the said parties hereby intended the same, and the plural the singular, the one of said parties shall include the singular, and if such the term "shall" includes all the actions herein described of more than one.

Made this 13th day of December, A. D. 19 84,
Between W. THOMAS LARKIN, as Bishop of the Diocese of St. Petersburg,
a corporation sole,

Pinellas and State of Florida, of the County of
and JOHN J. NEVINS, as Bishop of the Diocese of Venice, his successors in
office, a corporation sole.

Post Office Box 2006, Venice, Florida 34284

Sarasota and State of Florida, of the County of

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN (10.00) & other valuable consideration—Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has remised, released and quitclaimed, and by these presents does remise, release and quitclaim unto the said party of the second part all the right, title, interest claim and demand which the said party of the first part 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:

See attached Schedule A.

NO TAXABLE CONSIDERATION

45
S. Beckley, Notary Public

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 and claim whatsoever of the said party of the first part, either in law or equity, to the only proper use, benefit and behoof of the said party of the second part.

In Witness Whereof, the said party of the first part has herewith set his hand and seal the day and year first above written.

Given, Signed and Delivered in Our Presence:
David Macdonald
Witness

W. Thomas Larkin
W. Thomas Larkin, as Bishop of
the Diocese of St. Petersburg,
a corporation sole

Joseph E. Ryan
Witness

State of Florida.

County of Pinellas

I Herby Certify That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, W. THOMAS LARKIN, as Bishop of the Diocese of St. Petersburg, a corporation sole,

to me well known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.

Witness my hand and official seal at St. Petersburg, County of Pinellas, and State of Florida, this day of 27th December A. D. 19 84.

David Macdonald
Notary Public
My Commission Expires

THIS INSTRUMENT PREPARED BY
STEPHEN H. BUCKLEY, ATTORNEY
2201 MAIN, FORT MYERS, FLORIDA

Schedule A

Parcel L-2

The SW $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East, lying and being in Lee County, Florida, LESS HOWEVER, existing road right-of-ways, and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 6, Township 44 South, Range 26 East, lying and being in Lee County, Florida, LESS HOWEVER, all existing road right-of-ways. LESS, the following described parcels:

The N $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The S $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The S $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The S $\frac{1}{2}$ of the NE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

The N $\frac{1}{2}$ of the S $\frac{1}{2}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 6, Township 44 South, Range 26 East.

This includes all oil, gas and mineral or other subsurface rights of grantor.

Parcel L-5

The W $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 36, Township 45 South, Range 23 East, Lee County, Florida.

Parcel L-8

Lots 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28 and 29, MARIANA PARK SUBDIVISION, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 9, page 111.

Parcel L-9

All of Lots 1 and 4 and the N $\frac{1}{2}$ of 1157.5 ft. of Lot 5, of the subdivision known as UNITED FLORIDA FRUIT COMPANY'S FIRST DIVISION, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 3, page 85.

Parcel L-10

All that portion of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16, Township 44 South, Range 23 East, Tying North of State Road 78, constituting 37.04 acres in accordance with amended survey prepared by J. B. Ford following decision of District Court of Appeal, Second District, State of Florida, dated October 29, 1958, in the case of Jennie Glick, Appellant, vs. Guy L. Webb and Lucile G. Webb, Appellees. LESS, the following described parcel:

The N $\frac{1}{2}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 16,
Township 44 South, Range 23 East, Lee County,
Florida.

This includes all oil, gas and mineral rights of grantor.

Parcel L-11

Begin at Wly R/W line of Road No. 767 and the N line of Section 26, Township 45 South, Range 22 East, thence W. along the N. line of Section 26 a distance of 919.61 ft. to the NW corner of Section 26, thence continue on W. along the N. line of Section 27, Township 45 South, Range 22 East a distance of 400.39 ft.; thence S. and parallel to E. line of Section 27 a distance of 560 ft.; thence E. and parallel to the N. line of Section 27 a distance of 400.39 ft. to a point on W. line of Section 26, thence continue on E. and parallel to the N. line of Section 26 to Wly R/W line of Road No. 767 a distance of 1038.03 ft., thence NWly along Wly R/W line of Road No. 767 a distance of 569.81 ft. to POB.

This includes all oil, gas and mineral rights of grantor.

Parcel L-13

The N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 30, Township 43 South, Range 23 East, Lee County, Florida, including a roadway easement 30 ft. wide over and across the Nly 30 ft. of that part of the N $\frac{1}{2}$ of the S $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 30, Township 43 South, Range 23 East, Lee County, Florida, lying Wly of Burnt Store Road and a non-exclusive easement upon and across the following described parcel: A tract or parcel of land for a roadway easement 60 ft. wide lying in the N $\frac{1}{2}$ of the NE $\frac{1}{4}$ of Section 30, Township 43 South, Range 23 East, Lee County, Florida, which tract or parcel is described as follows: From a concrete monument marking the SW corner of said fraction of a section run S.89°05'47"E. along the South line thereof for 84.86 ft.; thence run N.44°05'47"W. for 121.22 ft. to an intersection with the West line of said fraction of a section; thence run S.00°19'50"W. along said West line for 85.72 ft. to the POB.

Parcel L-15

The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 26, Township 43 South, Range 24 East, less a 25 ft. strip on the West and North sides thereof for highway purposes.

Parcel L-18

Parcel One: Commencing 330 ft. East of the NW corner of Govt. Lot 9 of Section 18, Township 44 South, Range 21 East, Lee County, Florida, and proceeding Ely 660 ft.; thence due S. 660 ft.; thence due W. 660 ft.; thence Nly 660 ft. to the POB.

Parcel Two: Commencing at a point 330 ft. due S. of the NW corner of Govt. Lot 8, Section 18, Township 44 South, Range 21 East; thence proceeding Ely 330 ft.; thence due S. 330 ft.; thence due W. 330 ft.; thence Nly 330 ft. along the Wly boundary of Govt. Lot 8 to POB.

Parcel L-18A

Lots 18, 19, 22 and 23, Block 39, REVISED PLAT OF CAYO COSTA, as recorded in Plat Book 1, page 48, Public Records of Lee County, Florida.

Parcel L-30

Lot 14, Block 35, Unit 9, Replat of Section 20, LEHIGH ACRES, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Deed Book 263, page 352.

Parcel L-32

Being part of Section 34, Township 46 South, Range 25 East, Lee County, Florida, and further bounded and described as follows: Beginning at a spike in disc marking the intersection of the centerline of Corkscrew Road (50 ft. wide) with the West line of aforesaid Section 34; thence S.89°11'E. along the centerline of Corkscrew Road a distance of 331.50 ft.; thence S.0°00'45"W. a distance of 264.33 ft.; thence S.89°59'15"E. a distance of 155.73 ft. to the centerline of a 60 ft. right-of-way; thence SWly along the centerline of aforesaid right-of-way by a curve deflecting to the right a distance of 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continuing along the centerline of aforesaid right-of-way S.45°27'18"W. a distance of 52.61 ft.; thence continuing SWly along the centerline of aforesaid right-of-way by a curve deflecting to the left a distance of 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continuing along the centerline of aforesaid right-of-way S.0°00'45"W. a distance of 553.60 ft. to an intersection of an East-West 60 ft. right-of-way; thence S.0°04'15"W. a distance of 30.00 ft. to the South line of aforesaid East-West right-of-way; thence continuing S.0°04'15"W. a distance of 631.64 ft. to the South line of the N½ of the N¼ of the SW¼ of aforesaid Section 34; thence N.88°52'22"W. along the South line of the N½ of the NW¼ of the SW¼ of aforesaid Section 34 a distance of 331.20 ft. to the West line of aforesaid Section 34; thence N.0°04'E. along the West line of aforesaid Section 34 a distance of 661.53 ft. to the NW corner of the SW¼ of aforesaid Section 34; thence North along the West line of aforesaid Section 34 a distance of 1261.35 ft. to the POB. (Grantor, John L. Tolomeo and Anne M. Tolomeo, reserved unto themselves, their assigns, the right of ingress and egress over and across the 60 ft. rights-of-way of the North-South road right-of-way described herein.) This includes a perpetual non-exclusive easement described as follows: Perpetual non-exclusive road right-of-way easement over and across a 60 ft. wide road having as its center line a line described as follows: Commencing at a point which is 497.25 ft. Ely of the West section line of Section 34, Township 46 South, Range 25 East and in the Sly right-of-way line of Corkscrew Road, proceed thence S.0°0'45"W. 234 ft.; thence SWly by a curve deflecting to the right a distance of 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continuing S.45°27'18"W. a distance of 52.61 ft.; thence continuing SWly by a curve deflecting to the left a distance of 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continuing S.0°00'45"W. a distance of 553.60 ft. to the centerline of an East-West 60 ft. right-of-way, LESS the following described parcels:

1763 23188

Beginning at a spike in a disc marking intersection of the centerline of Corkscrew Road (50 ft. wide) with the Wly line of Section 34, Township 46 South, Range 25 East, Lee County, Florida, proceed thence Sly 1231.35 ft. along said Section line to the Nly right-of-way line of a road in the Florida Gulf Land Company Subdivision, recorded in Plat Book 1, page 59, of the Public Records of Lee County, Florida, and the POB; thence S.0°04'W. along said Section line a distance of 691.63 ft. to the South line of the N $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 34; thence S.88°52'22"E. along said quarter section line a distance of 331.20 ft.; thence N.0°04'15"E. a distance of 691.64 ft.; thence in a Wly direction along the aforesaid North right-of-way line to the POB.

Right of Way over following parcel:

Begin at a spike in disc marking the intersection of the centerline of Corkscrew Road (50 ft. wide) with the West line of said Section 34, thence S.89°11'E. along the centerline of Corkscrew Road 331.50 ft.; thence S.0°00'45"W. 264.33 ft.; thence S.89°59'15"E. 165.73 ft. to the centerline of a 60 ft. right-of-way; thence SWly along the centerline of said right-of-way by a curve deflecting to the right 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continuing along the centerline of said right-of-way S.45°27'18"W. 52.61 ft.; thence continue SWly along the centerline of said right-of-way by a curve deflecting to the left 170.46 ft., said curve having a radius of 214.94 ft. and an included angle of 45°26'23"; thence continue along the centerline of said right-of-way S.0°00'45"W. 653.60 ft. to an intersection of an East-West 60 ft. right-of-way; thence S.0°04'15"W. 30.00 ft. to the South line of said East-West right-of-way; thence continue S.0°04'15"W. 631.64 ft. to the South line of the N $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 34; thence N.88°52'22"W. along the South line of the N $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 34 331.20 ft. to the West line of said Section 34; thence N.0°04'E. along the West line of Section 34 661.63 ft. to the NW corner of the SW $\frac{1}{4}$ of said Section 34; thence North along the West line of said Section 34 1,261.35 ft. to the POB. Lying within 40 ft. of the Survey Line on State Road S-850, Section 12640, said Survey Line being described as follows: Begin on the Wly boundary of Section 34, Township 46 South, Range 25 East, at a point 46.64 ft. Sly of the NW corner of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34, said corner being 1,308.09 ft. Nly of the SW corner of the NW $\frac{1}{4}$ of said Section 34, run thence N.89°37'03"E. 662.79 ft. to the Ely boundary of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34 at a point 41.67 ft. Sly of the NE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34, said corner being 653.36 ft. Nly of the SE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of said Section 34. Less existing rights of way.

Parcel L-33

A tract or parcel of land lying in the W $\frac{1}{2}$ of Section 28, Township 43 South, Range 27 East, which tract or parcel is described as follows: From the SE corner of said W $\frac{1}{2}$ run N.0°41'20"W. along the quarter section line for 1275.31 ft. to a concrete monument and the POB. From said POB run S.89°18'40"W. for 330 ft. to a concrete monument; thence run N.0°41'20"W. parallel with and 330 ft. Wly from said quarter section line for 1344.80 ft. to a concrete monument marking the intersection with

the curved Sly line (75 ft. from the centerline) of Palm Beach Blvd. (State Road No. 80); thence run SEly along said Sly line, along the arc of a curve to the left of radius 5804.59 ft., for 333.25 ft. to a concrete monument marking the intersection with said quarter section line; thence run S.0°41'20"E. along said quarter section line for 1298.42 ft. to the POB. Bearings are calculated from ties to the right-of-way for the Caloosahatchee Canal and River as shown in Plat Book 8, page 51, Public Records of Lee County, Florida.

Parcel L-35

Lots 11, 12 and 13, Block 1912, Unit 28, CAPE CORAL, according to the plat thereof recorded in Plat Book 14, pages 101-111, Public Records of Lee County, Florida.

Parcel L-36

The SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 43 South, Range 25 East, Lee County, Florida. Subject to easement for Wells Road.

Parcel L-37

The North 960 ft. of the West 320 ft. of the E $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 36, Township 45 South, Range 24 East, Lee County, Florida; together with a non-exclusive roadway easement described as follows: From the NW corner of said section run N.89°52'18"E. along the North line thereof along the centerline of Hendry Creek Road for 320 ft.; thence run S.00°10'14"E. parallel with the West line of said fraction of a section for 25 ft. to a point on the South line of said road and the POB. From said POB continue S.00°10'14"E. for 935 ft.; thence run N.89°52'18"E. for 80 ft.; thence run N.00°10'14"W. for 399.19 ft.; thence run S.89°52'18"W. for 43 ft.; thence run N.00°10'14"W. for 246 ft.; thence run N.89°52'18"E. for 43 ft.; thence run N.00°10'14"W. for 289.81 ft. to a point on the South line of said road; thence run S.89°52'18"W. along said road for 80 ft. to the POB.

Parcel L-46

Tract 33-C of COLONIAL RANCHETTES, INC., an unrecorded subdivision more particularly described as follows: The SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 45 South, Range 25 East, containing 10 acres, more or less. Subject to easements for roadway purposes over and across the East 30 ft. thereof; Together with ingress and egress over and across road easements as described in O.R. Book 444 at pages 487-489 of Lee County, Florida.

Parcel L-47

All of Block 4769, Unit 70, CAPE CORAL SUBDIVISION, according to the plat thereof recorded in Plat Book 22, pages 58-87, Public Records of Lee County, Florida.

Parcel L-49

The East 563.8 ft. of the West 750 ft. of that part of Section 29, Township 43 South, Range 26 East, lying South of the South right-of-way line of State Road 80 North of the former Seaboard Airline Railroad right-of-way.

Parcel L-50

The NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 10, Township 46 South, Range 26 East, Lee County, Florida, subject to a road and utility easement over the South 30 ft. thereof.

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Parcel L-51

The NE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 47 South, Range 26 East, excepting the North 25 ft. thereof for road right-of-way. Together with easements on the following: The South 25 ft. of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the North 25 ft. of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the Wly 25 ft. of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 33, Township 47 South, Range 26 East, and the East 25 ft. of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of Section 32, Township 47 South, Range 26 East, Lee County, Florida.

Parcel L-52

The North 380 ft. of the N $\frac{1}{2}$ of the SE $\frac{1}{4}$ lying SWly of Homestead Road in Section 5, Township 45 South, Range 27 East, Lee County, Florida, less and except the Wly 364 ft. thereof.

Parcel L-53

The West 660 ft. of the North 660 ft. of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 47 South, Range 25 East

and

That portion of the West 60 ft. of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 9, Township 47 South, Range 25 East, lying North of Coconut Road right-of-way.

CLERK OF CIRCUIT COURT
Charles J. ...
RECORDED IN OFFICIAL
RECORD
LEE COUNTY, FLORIDA
RECORD VERIFIED
JUL 15 1 07 PM '65
DICK

INSTR # 2007000047666, Doc Type AFF, Pages 1, Recorded 02/12/2007 at 03:20 PM,
Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee \$10.00 Deputy
Clerk DMERCIER

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
Joseph A. Dwyer, Esquire
Dwyer & Highton, P.A.
4314 Central Avenue
St. Petersburg, FL 33711

**AFFIDAVIT OF SUCCESSION FOR FRANK J. DEWANE,
AS BISHOP OF THE DIOCESE OF VENICE,
A CORPORATION SOLE**

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, the undersigned authority, personally appeared, VOLODYMYR SMERYK,
Chancellor of the Diocese of Venice, who, after being duly cautioned and sworn, deposes and states
upon oath that:

1. The Most Reverend John J. Nevins, as Bishop of the Diocese of Venice, a
Corporation Sole, was duly and properly installed as the first Bishop of the Diocese of Venice
on October 25, 1984.

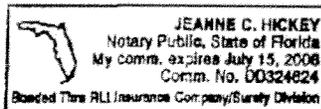
2. On January 19, 2007, the Most Reverend Frank J. Dewane, as Bishop of the Diocese
of Venice, a Corporation Sole, in accordance with Canon Law and the appropriate rules and
regulations of the Roman Catholic Church, succeeded Most Reverend John J. Nevins, as Bishop of
the Diocese of Venice, a Corporation Sole, as the second Bishop of the Diocese of Venice.

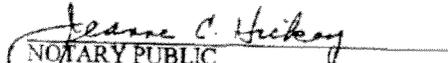
(SEAL)


VOLODYMYR SMERYK,
Chancellor

SWORN TO and SUBSCRIBED before me this 29 day of JANUARY, 2007, by
VOLODYMYR SMERYK, Chancellor of the Diocese of Venice, who is personally known to me.

(NOTARIAL SEAL)




NOTARY PUBLIC
Print Name: JEANNE C. HICKEY
My Commission expires: JULY 15, 2008

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240 00 D

2944628

LEE COUNTY ORDINANCE NO. 86-14

AN ORDINANCE RELATING TO GARBAGE AND SOLID WASTE COLLECTION WITHIN LEE COUNTY; CREATING MUNICIPAL SERVICE BENEFIT UNITS AND A SPECIAL DISTRICT UNIT TO INCLUDE INCORPORATED AREAS OF THE COUNTY; TO BE KNOWN AS SOLID WASTE AND MANDATORY COLLECTION UNITS FOR SERVICE AREAS; PROVIDING FOR THE PURPOSE OF DISPENSING OF SOLID WASTE AND THE BOUNDARIES; ESTABLISHING A GOVERNING BODY WITH POWERS AND DUTIES; PROVIDING FOR RESIDENTIAL AND COMMERCIAL COLLECTION; MANDATING SERVICES AND PAYMENT FOR SAME; LEVING SPECIAL ASSESSMENTS AND COLLECTION; PROHIBITING UNLAWFUL DISPOSAL; PENALTIES, SEVERABILITY, SUPPLEMENTAL AUTHORITY AND EFFECTIVE DATE.

OR 2189 PG 281

● COUNTY CLERK ●
● J. G. SHAW ●

WHEREAS, the Board of County Commissioners of Lee County, Florida finds that there is an inordinate amount of littering of and illegal dumping on the public right-of-way and private lands of Lee County, with garbage and waste generated within the residential and non-residential units of the County, resulting in the necessity for more stringent regulation of Garbage and Solid Waste collection practices within the County; and,

WHEREAS, Lee County has determined that a substantial number of commercial entities and residents in the County do not subscribe to a garbage or trash collection disposal service; and,

WHEREAS, the Courts of the State of Florida have determined that levies of fees for garbage and waste collection similar to those levied herein by Lee County are and can be levied as special assessments; and,

WHEREAS, it has been determined that it is necessary for the Board to exercise its authority under Florida Statute

OR2189 PG3333

STATE OF FLORIDA
COUNTY OF LEE

I, Charlie Green, Clerk of Circuit Court, Lee County, Florida, and ex-Officio Clerk of the Board of County Commissioners, Lee County, Florida, do hereby Certify that the above and foregoing, is a true and correct copy of Ordinance No. 86-14, adopted by the Board of Lee County Commissioners, at their meeting held on the June 11, 1986, and filed in the Ordinance Book.

Given under my hand and seal, at Fort Myers, Florida, this 14th day of November, 1990.

CHARLIE GREEN
Clerk of Circuit Court
Lee County, Florida

By *Wilma G. Pope*
Deputy Clerk

CHARLIE GREEN LEE CITY FL.
90 NOV 30 PM 4:30

3900

2944629

LEE COUNTY ORDINANCE NO. 86-38

177

RECORD VERIFIED - CHARLIE GREEN, CLERK
● BY G. SHAWOOD, D.C. ●

OR2189 PG3334

AN ORDINANCE AMENDING LEE COUNTY ORDINANCE NO. 86-14; RELATING TO MANDATORY GARBAGE AND SOLID WASTE COLLECTION IN LEE COUNTY; AMENDING SECTION ONE, RELATING TO CREATION, PURPOSE AND DECLARATION OF BENEFIT; AMENDING SECTION THREE, PARAGRAPH 11, RELATING TO THE DEFINITION OF HAZARDOUS WASTE, AND PARAGRAPH 14, RELATING TO THE DEFINITION OF RESIDENTIAL COLLECTION SERVICE; AMENDING SECTION SIX, RELATING TO VARIANCES OR EXEMPTIONS FROM THE PROVISIONS OF LEE COUNTY ORDINANCE NO. 86-14, PROVIDING FOR A FINANCIAL HARDSHIP COMMITTEE, PROVIDING FOR PROCEDURES FOR APPLICATION FOR FINANCIAL HARDSHIP, PROVIDING FOR REVIEW PROCEDURES, PROVIDING FOR FLORIDA ADMINISTRATIVE CODE RECOMMENDATIONS FOR COMPACTION-TYPE TRUCK SPECIFICATIONS; AMENDING SECTION EIGHT, PARAGRAPH A, PROVIDING FOR PAYMENTS TO CONTRACTOR/FRANCHISEE BY DESIGNEE OF THE COUNTY; AMENDING SECTION NINE, PARAGRAPH B, PROVIDING FOR A FISCAL YEAR FROM APRIL 1 TO MARCH 31, AMENDING PARAGRAPH'S C, D AND E, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TEN RELATING TO CERTIFICATION OF THE RATE RESOLUTION, PROVIDING FOR CORRESPONDING DATES FOR THE AMENDED FISCAL YEAR; AMENDING SECTION TWELVE RELATING TO SCOPE OF SPECIAL ASSESSMENT, PROVIDING FOR PAYMENT OF THE SPECIAL ASSESSMENT IN QUARTERLY INSTALLMENTS AS WELL AS IN AN ANNUAL PAYMENT, PROVIDING FOR A DISCOUNT FOR ANNUAL PAYMENT, PROVIDING FOR PENALTIES FOR LATE QUARTERLY PAYMENTS, PROVIDING FOR AN INTERLOCAL AGREEMENT BETWEEN LEE COUNTY AND THE LEE COUNTY TAX COLLECTOR AS THE BOARD DESIGNATED AGENT FOR COLLECTION AND DISBURSEMENT OF SPECIAL ASSESSMENT FUNDS; AMENDING SECTION THIRTEEN, RELATING TO CORRECTIONS OF ERRORS AND OMISSIONS, PROVIDING FOR PETITION TO THE COURTS; AMENDING EXHIBIT A, RELATING TO LEGAL DESCRIPTIONS OF THE FRANCHISE AREAS FOR AREAS NO. 3 and NO. 4, DELETING AREA NO. 7; PROVIDING FOR SEVERABILITY, PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of County Commissioners is the governing body in and for Lee County, a political subdivision of the State of Florida, and;

WHEREAS, the Board of County Commissioners, by Ordinance No. 86-14, created the Mandatory Garbage and Solid Waste Collection Program in Lee County, and;

WHEREAS, in the course of the implementation of Lee County Ordinance 86-14 since its adoption, there have developed numerous administrative matters that require amendments to Ordinance 86-14, and;

OR2189 PG3372

STATE OF FLORIDA
COUNTY OF LEE

I, Charlie Green, Clerk of Circuit Court, Lee County, Florida, and ex-Officio Clerk of the Board of County Commissioners, Lee County, Florida, do hereby Certify that the above and foregoing, is a true and correct copy of Ordinance No. 86-38, adopted by the Board of Lee County Commissioners, at their meeting held on the 17th day of December, 1986, and same filed in the Ordinance Book.

Given under my hand and seal, at Fort Myers, Florida, this 14th day of November, 1990.

CHARLIE GREEN
Clerk of Circuit Court
Lee County, Florida

By *Wilma C. Pope*
Deputy Clerk

CHARLIE GREEN LEE CNTY FL
90 NOV 30 PM 4 39

167.15
223.35

Form 616 (1926) VARIOUS FEES—County Road

177926

DEED 25 PAGE 153

14

This Indenture.

Made this 28th day of June A. D. 1926

Between WALTER ASHTON SMITH and EDYTH V. SMITH, husband and wife

of the County of Lee in the State of Florida
parties of the first part, and A. ALBERT GREEN and I. N. MELTZER, as
Co-Trustees, whose correct address is

of the County of _____ in the State of _____
parties of the second part.

Witnesseth, that the said parties of the first part, for and in consideration of the sum of Ten Dollars and other valuable considerations to them in hand paid by the said parties of the second part, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said parties of the second part, their nominees, heirs and assigns forever, the following described land, situate, lying and being in the County of Lee State of Florida, to wit:

The South half (S $\frac{1}{2}$) of Section Eight (8); The South half (S $\frac{1}{2}$) of Section Sixteen (16); All of Sections Seventeen (17) and Twenty-one (21); The North half (N $\frac{1}{2}$) of Northwest quarter (NW $\frac{1}{4}$); the South half (S $\frac{1}{2}$) of Northwest quarter (NW $\frac{1}{4}$); and the North half (N $\frac{1}{2}$) of the Southwest quarter (SW $\frac{1}{4}$), all in Section Twenty-two (22); The southwest quarter (SW $\frac{1}{4}$) of Southwest quarter (SW $\frac{1}{4}$) of Section Twenty-three (23); and The Northeast quarter (NE $\frac{1}{4}$) of Section 27; All in Township Forty-five (45) South, Range Twenty-five (25) East.

Excepting from this conveyance and reserving unto parties of the first part all oil, gas and mineral rights in, on or under the above described lands.

And the said parties of the first part do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered in Our Presence:

Jessie L. Smith Jr.
J. H. Green

Walter Ashton Smith
Edyth V. Smith

State of Florida,

County of LEE

I HEREBY CERTIFY, That on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments,

WALTER ASHTON SMITH and ELYTHE V. SMITH

to me well known and known to me to be the individuals described in and who executed the foregoing deed, and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

AND I FURTHER CERTIFY, That the said ELYTHE V. SMITH

known to me to be the wife of the said WALTER ASHTON SMITH on a separate and private examination taken and made by and before me, separately and apart from her said husband, did acknowledge that she made herself a party to said deed for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower, homestead or of separate property, statutory or equitable, in and to the lands described therein, and that she executed the said deed freely and voluntarily and without any compulsion, constraint, apprehension or fear of or from her said husband.

WITNESS my hand and official seal at Fort Myers
County of Lee and State of Florida, this 28th
day of June . . . A. D. 1958 . . .

My Commission Expires

Walter Ashton Smith
Notary Public

Notary Public, State of Florida, at Fort Myers.
My Commission expires Oct. 25, 1967.
Signed by American Sure and Guaranty Co.



Warranty deed

170926

TO

Date

ABSTRACT OF DESCRIPTION

STATE OF FLORIDA,
County of Lee

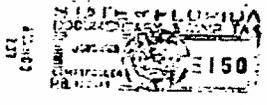
On this 5th day of July
A. D. 1958, at 11:00 a.m., this
instrument was filed for record, and
being duly acknowledged and proven,
I have recorded the same in page
453 of Book 1000 217 in the
public records of said County.
In Witness Whereof, I have here-
unto set my hand and affixed the
seal of the Circuit Court of the
County of Lee, Judicial Circuit
of said State, in and for said County.

D. J. Tucker Clerk.
D. E. Boyette . D. C.

Walter Ashton Smith
1325 S.W. 4th St.
Miami, Fla.



RE 444 IM1 485



State of Florida
County of Lee

I hereby certify that on this day personally appeared before me an officer duly authorized to administer oaths and take acknowledgments, Thomas R. Cronin & John M. Newlin, to me well known and known to be the individuals described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my signature and official seal at Fort Myers 1-19-67
in the County of Lee and State of Florida
the day and year aforesaid

Richard H. ... (SEAL)
Notary Public

My commission expires 19
1-15-68, State of Florida
My Commission Expires 1-15-68
Notary Public



(continuation of road easement descriptions)

E₂ of E₃ of E₄ of NW₄ of Section 21, T45S, R25E, Lee County, Florida; thence North 30 feet along the W. Line of E₃ of E₄ of E₄ of NW₄ to the N. Right of way line of Daniels Road and the point of beginning; thence continue North 2287.42 feet along the said W. Line of E₃ of E₄ of E₄ of NW₄ to the N.W. corner of SE₄ of NE₄ of NW₄ of T45S; thence West 590.76 feet along the S. Line of N₄ of NE₄ of NW₄ to the end of said centerline. Together with the following turnaround easements; the W. 100 feet of East 250 feet of N. 20 feet of S. 50 feet of N₄ of NW₄ of NE₄ of NW₄ and the N. 100 feet of East 250 feet of the S. 20 feet of N. 50 feet of the S₄ of NW₄ of NE₄ of NW₄ of said Section 21, T45S, R25E, Lee County, Florida.

PIRTO LANE; being 30 feet on each side of the following described centerline; commencing at the S.E. corner of N₄ of W₄ of NE₄ of Section 21, T45S, R25E, Lee County, Florida, thence North 30 feet along the E. Line of W₄ of W₄ of NE₄ to the N. Right of way line of Daniels Road and the point of beginning; thence continue North 2617.32 feet along the said E. Line of W₄ of W₄ of NE₄ to a point 1.0 foot South of N.E. corner of N₄ of W₄ of NE₄ of said Section 21 and the end of said centerline. Together with the following turnaround easements, the South 100 feet of the N. 20 feet of E. 50 feet of N₄ of NW₄ of NE₄ of NW₄ and the South 100 feet of the E. 20 feet of the West 50 feet of the N₄ of NE₄ of NW₄ of NE₄ of said Section 21, T45S, R25E, Lee County, Florida.

APALOOKA LANE; being 30 feet on each side of the following described centerline; commencing at the S.W. corner of the E₄ of E₄ of NE₄ of Section 21, T45S, R25E, Lee County, Florida, thence North 30 feet along the W. Line of E₄ of E₄ of NE₄ of said Section 21, to the N. Right of way line of Daniels Road and the point of beginning; thence continue North 2816.92 feet along the W. Line of E₄ of E₄ of NE₄ of said Section 21 to a point 1.0 foot South of N.W. corner of E₄ of E₄ of NE₄ of said Section 21 to the end of said centerline. Together with the following turnaround easements, the South 100 feet of W. 20 feet of E. 50 feet of W₄ of NW₄ of NE₄ of NW₄ and the South 100 feet of E. 20 feet of W. 50 feet of W₄ of NE₄ of NW₄ of NE₄ of said Section 21, T45S, R25E, Lee County, Florida.

PALAWING LANE; being 30 feet on each side of the following described centerline; commencing at the S.E. corner of W₄ of W₄ of NE₄ of Section 22, T45S, R25E, Lee County, Florida, thence North 30 feet along the E. Line of W₄ of W₄ of NE₄ of said Section 22 to the N. Right of way line at Daniels Road, and the point of beginning of said centerline; thence continue North 2647.36 feet to the N.E. corner of the W₄ of W₄ of NE₄ of Section 22, T45S, R25E, Lee County, Florida and the end of said centerline.

ALSO ingress and egress over and across the South 30 feet of the N₄ of Section 21, T45S, R25E, AND ingress and egress over and across the South 30 feet of the W₄ of the NW₄ of Section 22, T45S, R25E, also known as that portion of Daniels Road, Lee County, Florida.

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
AT 1:18 VERIFIED

JUN 19 4 04 PM '50

D. J. FARBER
CLERK, CIRCUIT COURT
BY J. H. GILBERT S.G.

3735
456215

456215

This document prepared by
GOLDSEER & SUBMERSTEIN
ATTORNEYS AT LAW
FORT MYERS, FLORIDA

DECLARATION OF RESTRICTIONS

The undersigned, owner and developer of lands lying, situate and being in Lee County, Florida, more particularly describes as follows:

The North half (N¹/₂) of Section 21, Township 45S, Range 25 E, and the West half (W¹/₂) of the Northwest quarter (NW¹/₄) of Section 22, Township 45 South, Range 25 East.

Does hereby declare, covenant and agree that the above described property is held and shall be conveyed by the undersigned, subject to the covenants, restrictions, conditions, charges and agreements set forth as follows:

1. Trailers having an overall length of less than 40 feet shall not be permitted.
2. No soil or fill dirt shall be removed from premises without written permission from grantor.
3. No skeletonized automobiles or trucks, or any other type of machinery shall be allowed on premises except standard farm implements for personal use on said premises.
4. The keeping or raising of porcine species (hogs-pigs), or poultry of any kind for commercial use shall not be permitted.
5. A 10 ft. easement of right-of-way along the side and rear property lines is reserved for the purpose of constructing and maintaining facilities for furnishing property owners of this area with electricity, gas, water, drainage and other facilities.
6. All construction of buildings for dwelling purposes shall be of concrete block or frame construction, minimum size of 900 square ft. of living area, and only new material shall be used.
7. No houses or other structures shall be moved onto any tract or parcel without the written consent of grantor.
8. Existing drainage ditches and swales shall not be filled or altered in any manner to hinder drainage of general area, and shall be maintained free of dirt and debris so as to insure good water flow, without written permission of grantor.
9. No signs shall be displayed to the public view without written consent of the grantor.
10. Setback for construction of houses or other structures shall be a minimum of 70 feet from road centerline on the front and a minimum of 20 feet at the sides and rear of property line.

- 11. No house trailers or other metal prefabricated structures for dwelling purposes shall be placed or maintained on premises except in the NW 1/4 and the NW 1/4 of NE 1/4 of Section 21, Township 35S, Range 25E of the above described property where trailers having an overall length of 40 feet or more shall be permitted.
- 12. The developer, its designees, successors and assigns, and or any person owning or purchasing property hereunder shall have the right to proceed at law and equity against any person or persons who shall violate or attempt to violate these covenants and restrictions and may enjoin and recover damages for such violation.
- 13. Failure to enforce any of the foregoing restrictions shall not be deemed a waiver of the right to do so thereafter, and the invalidation of any one or more of these said restrictions by judgment or Court order shall in no way effect any of the remaining restrictions and covenants, which shall remain in full force and effect.
- 14. The foregoing covenants and restrictions shall run with the land and be binding upon the heirs, personal representatives, successors and assigns of all parties hereto.

IN WITNESS WHEREOF, Grantors have hereunto set their hands and seals this 10th day of January A.D., 1968.

COLONIAL RANCHETTES, INC.

(Corporate Seal)

BY: Thomas R. Cronin
Thomas R. Cronin, President

Attest: Marvin Ballantine, Secretary

Signed, sealed and delivered in our presence:

Ch. [Signature]
[Signature]

STATE OF FLORIDA,
COUNTY OF LEE

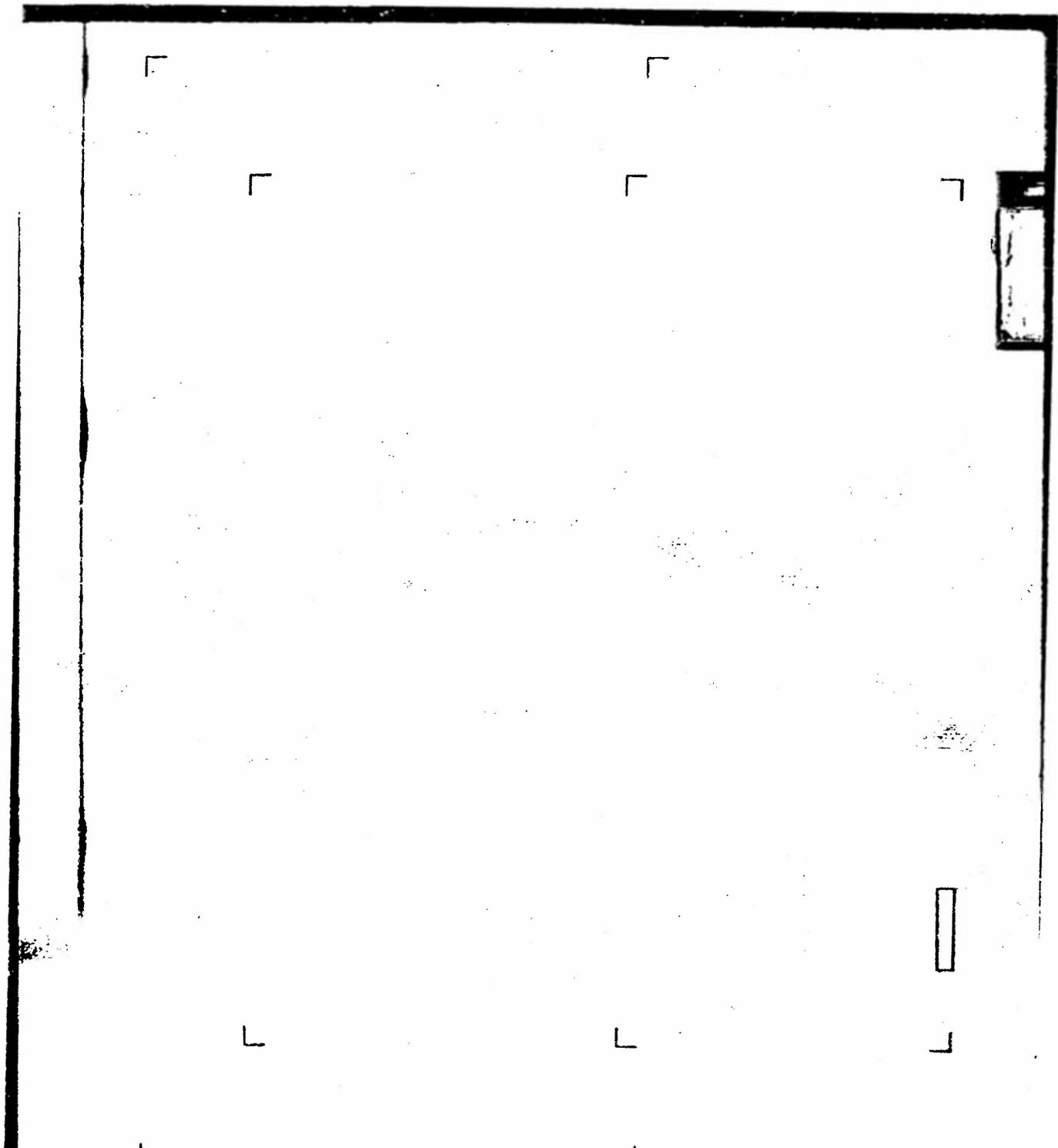
RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
JAN 19 4 52 PM '68
S. Y. FARABEE
CLERK CIRCUIT COURT
FORT MYERS, FLA.

I HEREBY CERTIFY, that on this 10th day of January, A.D., 1968, before me personally appeared THOMAS R. CRONIN, and MARVIN BALLANTINE, President and Secretary respectively of COLONIAL RANCHETTES, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance and severally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument in the act and deed of said corporation.

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

My Commission Expires:
JAN 15 1968
GOLDEN'S SUBSTITUTION

Notary Public
FORT MYERS, FLORIDA



142. # 53
\$2.25
198.73

1125767

Printed for Lawyers' Title Guaranty Fund, Orlando, Florida

This instrument was prepared by

OFF. REC 1295 PC 860

MORTON A. GOLDBERG (br)
2201 MAIN, POST OFFICE BOX 5908
ST. PETERSBURG, FLORIDA 33703

Warranty Deed

(STATUTORY FORM—SECTION 689.02 F.S.)

This Instrument, Made this 1st day of May 1978 Between

COLONIAL RANCHETTES, INC., a Florida corporation

of the County of Leu State of Florida grantor, and

CHARLES B. McLAUGHLIN, AS BISHOP OF THE DIOCESE OF ST. PETERSBURG, A CORPORATION SOLE

whose post office address is Post Office Box 13109, St. Petersburg, FL 33733

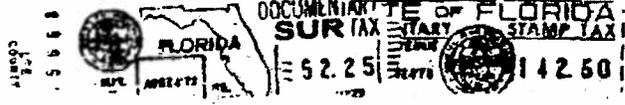
of the County of Pinellas State of Florida grantee.

Whereas, That said grantor, for and in consideration of the sum of TEN (10.00) Dollars,

and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Leu County, Florida, to-wit:

TRACT 33-C of COLONIAL RANCHETTES, INC., an unrecorded subdivision more particularly described as follows: The Southwest quarter (SW¹/₄) of the Northwest quarter (NW¹/₄) of the Northwest quarter (NW¹/₄), Section 22, Township 45 South, Range 25 East, containing 10 acres, more or less, Subject to easements for roadway purposes over and across the East 30 Feet thereof; Together with ingress and egress over and across road easements as described in O.R. Book 444 at pages 487-489 of Leu County records.

Subject to easements, restrictions and reservations of record.



and said grantee does hereby fully warrant the title to said land and will defend the same against the lawful claims of all persons whomsoever.

* "Grantor" and "grantee" are read for singular or plural, as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written. Signed, sealed and delivered in our presence:

(Corporate Seal) COLONIAL RANCHETTES, INC. (Seal)
by *Richard A. Cronin* (Seal)
Witness: *Charles B. McLaughlin* (Seal)

STATE OF FLORIDA)
COUNTY OF LEU)

I HEREBY CERTIFY that on this day before me, a Notary Public qualified to take acknowledgments, personally appeared THOMAS R. Cronin, the PRESIDENT of COLONIAL RANCHETTES, INC., a Florida corporation

to me known to be the person described in and who executed the foregoing instrument and acknowledged before me that he executed the same.
WITNESS my hand and official seal in the County and State last aforesaid this 1st day of May 1978

My commission expires: *Charles B. McLaughlin* Notary Public
(Notary Seal)

100
95
715
27.5

opinion address:
2160 N.W. 90th Street
Lee Mursion, Jacksonville, FL 32222

RE-1323 PG1104

110362

THIS INSTRUMENT WAS PREPARED BY
MILTON A. GOLDBERG, Attorney
at Law, Fort Myers, Florida

This Indenture,

This instrument was prepared by
MILTON A. GOLDBERG, Attorney
at Law, Fort Myers, Florida

Made this 12th day of February, A. D. 1971

Whenever used herein, the term "party" shall include the full personal representation, acceptance and/or assent of the respective parties having the use of the said party's name shall include the plaintiff and the plaintiff the obligator; the use of this gender shall include all genders.

Between COLONIAL RANCHETTES, INC.

a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Lee
State of Florida party of the first part, and

LEWIS C. YOUNG and ELEANOR A. YOUNG, Husband and Wife
of the County of Woodbury and State of Iowa
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS, Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Lee State of Florida, to wit:

Tract No. 33A of COLONIAL RANCHETTES, INC., UNIT #1, an unrecorded Subdivision, more particularly described as follows: The North Half (NH) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), Section Twenty-One (21), Township Forty-Five South (T45S), Range Twenty-Five East (R25E), containing Five (5) acres, more or less, subject to easements for roadway purposes over and across the West Thirty Feet (W30') thereof; TOGETHER WITH ingress and egress over and across road easements as described in O.R. Book 444, Pages 487-489 of Lee County, Florida records. Subject to easements, restrictions and reservations of record.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

(Corporate Seal)

COLONIAL RANCHETTES, INC.

By Thomas R. Cronin
THOMAS R. CROWIN, President

Attest:

Signed, Sealed and Delivered in Our Presence:

Joseph Brough
Merna Brough

State of Florida

County of Lee

I Herby Certify, That on this 12th day of February A. D. 1971, before me personally appeared THOMAS R. CROWIN and

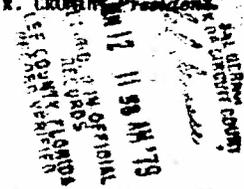
respectively of COLONIAL RANCHETTES, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to

LEWIS C. YOUNG and ELEANOR A. YOUNG, Husband and Wife and generally acknowledged the execution thereof to be their free act and deed as such officers, for the uses and purposes therein mentioned; and that they affixed thereto the official seal of said corporation, and the said instrument is the act and deed of said corporation.

Witness my signature and official seal at Fort Myers and State of Florida, the day and year last aforesaid.

Merna Brough
Notary Public
Commission Expires 3-28-71

This instrument was prepared by
MILTON A. GOLDBERG, Attorney
at Law, Fort Myers, Florida



1163825

(This instrument was prepared by
LIONA GOLDENBERG, Attorney
2001 Thru St. Fort Myers, Florida

This Indenture,

Made this 2nd day of March, A. D. 1971

Whenever used herein, the term "map" shall include the hereinafter mentioned survey and/or map of the respective parties hereto, the use of the map(s) number shall include the plan, and the plan(s) number; the use of any greater shall include all part(s).

OFF. 1323 pc1105
REC.

Between COLONIAL RANCHETTES, INC.
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Lee
State of Florida party of the first part, and

LEWIS C. YOUNG and ELEANOR A. YOUNG, Husband and Wife
of the County of Woodbury and State of Iowa
party of the second part.

Witnesseth, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS Dollars, to it in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said party of the second part forever, the following described land, situate, lying and being in the County of Lee State of Florida, to wit:

Tract 33B of COLONIAL RANCHETTES, INC., an unrecorded Subdivision, more particularly described as follows: The South Half (SH) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$) of the Northeast Quarter (NE $\frac{1}{4}$), Section Twenty-One (21), Township Forty-Five South (T45S), Range Twenty-Five East (R25E), containing Five (5) acres, more or less, subject to easements for roadway purposes over and across the West Thirty Feet (W30') thereof; TOGETHER WITH ingress and egress over and across road easements as described in O.R. Book 444, Pages 487-489 of Lee County records. Subject to easements, restrictions and reservations of record.

And the said party of the first part does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

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

Attest:

Signature of witness

COLONIAL RANCHETTES, INC.
By Thomas R. Cronin
THOMAS R. CROWIN, President.

Signed, Sealed and Delivered in Our Presence:
Lillian J. Wickman
Keras Bough
State of Florida

County of Lee
I Harry Griffin, That on this 2nd day of March, A. D. 1971 before me personally appeared THOMAS R. CROWIN President and respectively of COLONIAL RANCHETTES, INC., a corporation under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing conveyance to

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

Witness my signature and official seal at Fort Myers and State of Florida, the day and year last aforesaid.
Mrs. Beach

20 10 20
270
31
question addressed
also T.W. 90th Street
Almond, Iowa 50322
2010
SUN TAY
FLORIDA
2070

JAN 12 11 58 AM '71
CLERK OF CIRCUIT COURT
LEE COUNTY, FLORIDA
OFFICE FORT MYERS

5.00
5.50
5.50

This Indenture,

Made this 13th day of August, A. D. 1973

Between and between the one "FIRST" shall include the title, personal and real estate
of the County of Lee and the State of Florida for the use of the party of the second
part.

COLONIAL RANCHETTES, INC.
a corporation existing under the laws of the State of Florida
having its principal place of business in the County of Lee
State of Florida party of the first part, and
FIRST MORTGAGE CORP. OF FORT MYERS, a Florida Corporation having its
principal place of business in the County of Lee
of the County of Lee and State of Florida
party of the second part,

Witnesseth, that the said party of the first part, for and in consideration of
the sum of TEN DOLLARS AND OTHER GOOD AND VALUABLE CONSIDERATIONS-----Dollars,
to be in hand paid by the said party of the second part, the receipt whereof is hereby
acknowledged, has granted, bargained and sold to the said party of the second part
for ever, the following described land, situate, lying and being in the County of
Lee State of Florida, to wit:

Tracts 31 and 32 of COLONIAL RANCHETTES, INC., an unrecorded subdivision, more
particularly described as follows: Tract 31: The NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$; Section
21, T45S, Range 25E, containing Ten (10) acres, more or less, subject to easements
for roadway purposes over and across the W36' of the South 660.96' together with
the following turnaround easement: The S100' of the E20' of the W50' of the NE $\frac{1}{4}$
of the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of said section 21, T45S, R25E, Lee County, Florida.
AND Tract 32: The NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$, Section 22, T45S, R25E, containing
Ten (10) acres, more or less, subject to easements for roadway purposes over and
across the E30' thereof; TOGETHER WITH ingress and egress over and across road
easements as described in D.R. Book 444, Pages 487-489 of Lee County records.
Subject to easements, restrictions and reservations of record.

And the said party of the first part does hereby fully warrant the title to said land,
and will defend the same against the lawful claims of all persons whomsoever.

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

(Corporate Seal)
Signed, Sealed and Delivered to our Presence:

State of Florida

COLONIAL RANCHETTES, INC.
By: Thomas R. Cronin
THOMAS R. CRONIN, President.
Notarially attested and attested by

CLEK DIRECTOR
LEE COUNTY
Aug 17 2 36 PM '73

County of Lee
I hereby certify that on this 14th day of August A. D. 1973,
before me personally appeared THOMAS R. CRONIN
President and

respectively of COLONIAL RANCHETTES, INC., a corporation
under the laws of the State of Florida, to me known to be the
persons described in and who executed the foregoing conveyance to
FIRST MORTGAGE CORP. OF FORT MYERS, a Florida Corporation under the laws of
the State of Florida,
and severally acknowledged the execution thereof to be their free act and deed as
such officers, for the uses and purposes therein mentioned, and that they affixed
thereto the official seal of said corporation, and the said instrument is the act and
deed of said corporation.

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

Notary Public
My Commission Expires 2-21-75

RECORD MAINTAINED - COMMERCIAL CLERK
BY: G. STEWART, JR.
THIS INSTRUMENT PREPARED BY
MORTON A. COLLIERSON, ATTORNEY
3801 MAIN FORT MYERS, FLORIDA
50
LEE COUNTY, FLORIDA

145995 CR

955925

1162 1007

EASEMENT

THIS INDENTURE, made this 20th day of October, 1976, between MASSOUNE DONLAY, Individually and as Trustee, of the County of Lee, and State of Florida, party of the first part, and FIRST MORTGAGE CORP. OF FORT MYERS, a Florida Corporation, whose present mailing address is Post Office Box 1499, Fort Myers, Florida 33902, having its principal place of business in the County of Lee, and State of Florida, party of the second part.

WITNESSETH, that the said party of the first part, for and in consideration of the sum of TEN DOLLARS AND OTHER VALUABLE CONSIDERATION, to her in hand paid, the receipt whereof is hereby acknowledged, has granted, bargained, sold, conveyed and confirmed and by these presents does grant, bargain, sell, convey and confirm unto the said party of the second part and its successors and assigns forever, a perpetual easement for roadway purposes over and across the following described land situated and lying in Lee County, Florida:

That portion of the West 30 feet of the NE 1/4 of the NE 1/4 of the NE 1/4 of Section 21, Township 45 South, Range 25 East, lying immediately to the North of the following described existing roadway easement, and between said existing roadway easement, and the North boundary line of the said NE 1/4 of the NE 1/4 of the NE 1/4 of said Section 21, Township 45 South, Range 25 East:

A roadway easement over and across the West 30 feet of the South 660.96 feet of said NE 1/4 of the NE 1/4 of the NE 1/4 of Section 21, Township 45 South, Range 25 East, Lee County, Florida.

THIS PROPERTY IS NOT NOW AND NEVER HAS BEEN THE FAMILY HOMESTEAD OF THE GRANTOR HEREBY.

TO HAVE AND TO HOLD said easement forever.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year above written.

Signed, Sealed and Delivered in the Presence of:

Gene Mae Blair
Gene Mae Holloway

Massoune Donlay
MASSOUNE DONLAY, Individually and as Trustee

1162 1008

STATE OF FLORIDA)
COUNTY OF LEE) ss:

I HEREBY CERTIFY that on this 5th day of October 1974, before me personally appeared MARSHALL DOWNTY, Individually and as Trustee, to me known to be the person described in and who executed the foregoing EASEMENT to FIRST MORTGAGE CORPORATION OF FORT MYERS, a Florida corporation, and severally acknowledged the execution thereof to be her free act and deed for the uses and purposes therein mentioned:

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

Gerald J. Haggen
NOTARY PUBLIC



My Commission Expires:

NOVEMBER 30, 1976
BY DEPARTMENT OF STATE

NOTARY'S SEAL

RECORDED IN PUBLIC
OFFICE OF
LEE COUNTY, FLORIDA
OFFICE NUMBER
1162 1008
OCT 5 4 50 PM '74
SAL. SEAL
OFFICE OF DEPUTY CLERK
J. L. ...

Prepared By:
ALLEN, KENNEDY,
& WALTER,
ATTORNEYS AT LAW
FORT MYERS, FLORIDA

Prepared by: B.M. Newberry
Florida Power & Light Co.
1835 Lee St.
Pt. Myers, Fl. 33901

19

RWO/SIO/TWO/ER 5966-1-530

Sec. 21, Twp. 15 S, Rge. 25 E

2164727

REC 1 A 7 3 PR 2 2 6 1

EASEMENT

Form 3722A (S 06-04) Rev. 2/96

13201 Apalooza Ln.

The undersigned, in consideration of the payment of \$1.00 and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, grant and give to Florida Power & Light Company, its licensees, agents, successors, and assigns, an easement forever for the construction, operation and maintenance of overhead and underground electric utility facilities (including wires, poles, guys, cables, conduits and appurtenant equipment) to be installed from time to time; with the right to reconstruct, improve, add to, enlarge, change the voltage, as well as, the size of and remove such facilities or any of them within an easement 20 feet in width described as follows:

The South 20 feet and the East 20 feet of the South 280 feet of Tract 338 of Colonial Ranchettes, Inc., an unrecorded Subdivision more particularly described as follows:
The S 1/4 of the Se 1/4 of the NE 1/4 of the NE 1/4, Section 21, Township 45S, Range 25 R, Lee County, Florida.

RECORDS - CLERK OF COURT
LEE COUNTY, FLORIDA
BY: L. HODSON, CLERK

RECORDED AND RETURNED TO
CLERK OF COURT
LEE COUNTY, FLA.
OCT 10 1 59 PM '96

Together with the right to permit any other person, firm or corporation to attach wires to any facilities hereunder and lay cable and conduit within the easement and to operate the same for communications purposes; the right of ingress and egress to said premises at all times; the right to clear the land and keep it cleared of all trees, undergrowth and other obstructions within the easement area; the right to trim and cut and keep trimmed and cut all dead, weak, leaning or dangerous trees or limbs outside of the easement area which might interfere with or fall upon the lines or systems of communications or power transmission or distribution; and further grants, to the fullest extent the undersigned has the power to grant, if at all, the rights hereinabove granted on the land heretofore described, over, along, under and across the roads, streets or highways adjoining or through said property.

IN WITNESS WHEREOF, the undersigned has signed and sealed this instrument on 10-2-1986

Signed, sealed and delivered in the presence of:

Tina M. Wickhoff William D. Hodson (Seal)
Bonnie J. Maten _____ (Seal)

STATE OF FLORIDA AND COUNTY OF LEE
The foregoing instrument was acknowledged before me this 3rd day
of OCT, 1986, by William D. Hodson

My Commission Expires: 6-28-89
Bonnie J. Maten
Notary Public, State of FLORIDA

5100
Billed

26

RESOLUTION NUMBER 2-88- 236

RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

2572321

SECOND VOTED - CHARLIE GUNN, CLERK
BY: N. HENNING, D.C.

OR2038

PC1986

WHEREAS, E.L. Johnson, Trustee, has properly filed an application for the project known as Danport, for:

- a) Consideration of the Application for Development Approval (ADA) for Development of Regional Impact (DRI) known as Danport Center, State DRI Number 9-8687-79. This application was filed by E.L. Johnson (authorized representative), Post Office Box "O", Immokalee, Florida 33934.
- b) A rezoning from AG-2, CT, CC, and CG to Commercial Planned Development, to permit a mixed use commercial center, including a regional mall, hotel and professional offices, with buildings of unspecified height above grade, on 418 total acres of land. The proposed development will also include three requests for consumption-on-premises of alcoholic beverages, and on-site sewage treatment plant, and preservation of approximately 9.3 acres of existing wetlands and the creation of approximately 11.8 acres of new wetlands.

NOTE: If approved, the Master Concept Plan (available for inspection at 1831 Hendry Street in Fort Myers) will deviate from the following Lee County standards:

- (1) From Section 518.C.4 of the Lee County Zoning Regulations which requires minimum water retention excavation setbacks to a street right-of-way of 150 feet, and to a property line of 50 feet to
 - a) 0 feet for all internal roads and property lines;
 - b) 0 feet for all proposed wetland creation areas;
 - c) 25 feet for all remaining perimeter roadways and property lines;
- (2) From Section 526.B.4.b of the Lee County Zoning Regulations which requires a maximum floor area for a hotel/motel guest room or unit or suite shall be five hundred (500) square feet to 800 square feet per unit, guest room or suite;
- (3) From requirements of Section 202.08.B.1.3, Lee County Zoning Regulations, DSO Section C.1.b.4.a. and Lee County Ordinance #86-33 (Sections 6.01 and 8.01) that lands identified as meeting the criteria for Resource Protection Areas must meet certain performance standards and may not be developed except in instances of overriding public interest, to allow construction over areas #1 and #2;
- (4) From Section 518.D. of the Lee County Zoning Regulations which requires that all water retention excavation banks be sloped at a ratio of 6(H):1(V) to a water depth of four (4) feet below dry season water table to:
 - a) Bank slopes up to 4(H):1(V) to four (4) feet below the dry season water table for all excavation for retention, such excavation to comply with paragraphs 1. and 2. of said sections; and

11-24-88

- b) The vertical construction of bulkheads on no more than 40% of the lakeshores shown on Master Concept Plan;
- (5) Deviation from Section 518.B. of the Lee County Zoning Regulations which requires that excavations shall not exceed twelve (12) feet in depth to allow excavation for a depth of twenty (20) feet for the on-site detention areas;
 - (6) Deviation from Table C-3 (Note 3) of the DSO which requires a concrete block wall of six feet in height where any retail commercial development abuts existing residential development to no wall being required;
 - (7) Modification of the street setback for the proposed 100-foot wide north/south collector road as shown on the Official Trafficways Map from the required 1/2 (right-of-way) plus 30 feet (Section 202.15.B.2.a.), to 0 feet (setback from centerline of 80 feet to 0 feet on both sides, total setback of 160 feet);
 - (8) Modification of the street setback for the proposed 100-foot wide east/west collector road as shown on the Official Trafficways Map from the required 1/2 (right-of-way) plus 30 feet (Section 202.15.B.2.a.), to 0 feet (setback from centerline of 80 feet to 0 feet on both sides, total setback of 160 feet);
 - (9) A request to be allowed to provide a maximum of 30% of the required parking spaces to be designated for small cars (Section 202.13.K.1); and
 - (10) A request to allow 30% of the required parking spaces to be designated "low turnover (9 feet x 18 feet) parking spaces".

WHEREAS, the subject property is located at the Northwest Quarter of I-75 and Daniels Road, and lying east of Palomino Road, Fort Myers, in Sections 15, 21 and 22, Township 45 South, Range 25 East, Lee County, Florida, described more particularly as follows:

LEGAL DESCRIPTION: Parcels in Section 15, 21 and 22, T. 45 S., R 25 E., Lee County, Florida:

Section 15, Township 45 South, Range 25 East

The north half (N-1/2) of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4) of the southwest quarter (SW-1/4), the northeast quarter (NE-1/4) of the northwest quarter (NW-1/4) of the southwest quarter (SW-1/4), The south half (S-1/2) of the southwest quarter (SW-1/4) of the southwest quarter (SW-1/4) of the northwest quarter (NW-1/4), the east half (E-1/2) of the southwest quarter (SW-1/4) of the northwest quarter (NW-1/4), The southeast quarter (SE-1/4) of the northwest quarter (NW-1/4), the south 991.73 feet of the east half (E-1/2) of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4), the west half (W-1/2) of the northeast quarter (NE-1/4) of the northwest quarter (NW-1/4), The west half (W-1/2) of the southeast quarter (SE-1/4) less right-of-way for Interstate 75 (SR 93),

The east half (E-1/2) of the northeast quarter (NE-1/4) of the southwest quarter (SW-1/4),
The southeast quarter (SE-1/4) of the southwest quarter (SW-1/4), the east half (E-1/2) of the southwest quarter (SW-1/4) of the southwest quarter (SW-1/4),
The southeast quarter (SE-1/4) of the northwest quarter (NW-1/4) of the southwest quarter (SW-1/4),
LESS and EXCEPT
The east 210 feet of the south 353.69 feet of the northwest quarter (NW-1/4) of the northeast quarter (NE-1/4) of the northwest quarter (NW-1/4);

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Section 21, Township 45 South, Range 25 East

The northeast quarter (NE-1/4) of the northeast quarter (NE-1/4) of the northeast quarter (NE-1/4);

Section 22, Township 45 South, Range 25 East

The west half (W-1/2) of the northeast quarter (NE-1/4) less right-of-way for Interstate 75 (SR 93) also described as Banport Center (Plat Book 36, Page 118, Lee County Records), The northeast quarter (NE-1/4) of the northwest quarter (NW-1/4), the north half (N-1/2) of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4), the southeast quarter (SE-1/4) of the northwest quarter (NW-1/4) less the rights-of-way for Daniels Road and Interstate 75 (SR 93) and less the Newman as described in Official Record Book 1810 at Page 603, Lee County Records.

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SUBJECT TO easements, restrictions and reservations of record.

WHEREAS, the applicant has indicated the property's current STRAP numbers are 15-45-25-00-00003-0000, 22-45-25-01-0000A-001, 22-45-25-01-0000A-002, 22-45-25-01-0000A-003, 22-45-25-01-0000A-004, 22-45-25-01-0000A-005, 22-45-25-01-0000A-006, 22-45-25-01-0000A-007, 22-45-25-01-0000A-008, 22-45-25-01-0000A-009, 22-45-25-01-0000A-010, 1-22-45-25-00-00002.1240, 0-22-45-25-00-00002.1260, 22-45-25-00-00002.1020, 22-45-25-00-00002.1080, 15-45-25-00-00001.0260, 15-45-25-00-00001.025A, 15-45-25-00001.0250, 15-45-25-00-00001.0120, 15-45-25-00-00001.0300, 22-45-25-00-00001.0260, 15-45-25-00-00001.0270, 15-45-25-00001.0040, 22-45-25-00-00002.1110, 15-45-25-00001.0020, 22-45-25-00-00002.1220, 15-45-25-00-00001.0160, 15-45-25-00-00001.0180, 22-45-25-00-00002.102.A, 22-45-25-00-00002.1150 (note only 1/2 of the strap), 22-45-25-00-00002.0101, 22-45-25-00-00002-109C, 22-45-25-00-00002-0100, 22-45-25-00-00002.1060, 22-45-25-00-00002.1050, 22-45-25-00-00002-0104, 22-45-25-00-00002-0116, 15-45-25-00-00001-015A, 10-45-25-00-00006-0100, 15-45-25-00-00001-0080, 15-45-25-00-00001-0130, 22-45-25-00-00002-0127, 22-45-25-00-00001-0010,

HEARING NUMBER 88-10-14 DRI
DRI 49-8687-79

RESOLUTION NUMBER 2-88-236
Page 3 of 10

22-45-25-00-00001-0226, 15-45-25-00-00001-0150, 22-45-25-00-00002-0103, 22-45-25-00-00002-0118, 22-45-25-00-00002-0109, 22-45-25-00-00002-116A, 22-45-25-00-00002-0113 and 22-45-25-00-00002-118A; and

WHEREAS, proper authorization has been given to Pavese, Garner, Haverfield, Dalton, Harrison and Jensen by E.L. Johnson, Trustee, the owner of the subject parcel, to act as agent to pursue this zoning application; and

WHEREAS, a public hearing was legally and properly advertised and held before the Lee County Planning and Zoning Commission, with full consideration of all the evidence available to the Planning and Zoning Commission; and

WHEREAS, the Lee County Planning and Zoning Commission fully reviewed the matter in a public hearing held on October 3, 1988; and

WHEREAS, a public hearing was legally and properly advertised and held before the Lee County Board of County Commissioners on October 24, 1988; and

WHEREAS, in the legislative process the Lee County Board of County Commissioners gave full and complete consideration to the recommendations of the staff, the Planning and Zoning Commission, the documents on file with the County, and the testimony of all interested persons.

NOW, therefore, be it resolved by the Board of County Commissioners, that the Board does hereby approve the Danport Commercial Planned Development with conditions;

and does hereby approve the Development of Regional Impact with conditions, which are contained in the DRI Development Order.

The approval of the Commercial Planned Development is subject to the following conditions:

Development of this property shall be in accordance with the Master Concept Plan titled "Master Concept Plan" for Danport Center, which was created by George Botner of Botner and Associates, Inc., and was recapitulated by Johnson Engineering, Inc., on a drawing dated 8-26-88 and stamped received October 18, 1988, except as modified below.

1. Phase I.A. of the project is approved subject to the following conditions:

A. Phase I.A. shall be from 1989 to 1991.

B. There shall be one hotel or motel of 200 units.

C. All uses permitted in the CT and/or CH districts are allowed except as limited or excluded herein:

Essential service facilities - group II, is limited to a sewage treatment plant; group quarters are prohibited; multiple family buildings - prohibited; personal services - group II, massage parlors, steam or turkish baths - prohibited; recreation, commercial - all groups - prohibited (unless interior to and as an accessory to the hotel); restaurants, standard - group IV - prohibited; model home/model display center - prohibited.

D. The CT/CH uses, excluding the hotel/motel are limited to 34,000 square feet.

E. No development shall occur in the area labeled "reserved for development" without a substantial deviation determination, an amendment to the CPD, or other rezoning, a finding of Lee Plan consistency, and a determination that those lands are not needed for water management purposes.

2. Phase I.b is hereby approved. However, Phase I.b is currently proposed to be from 1989 to 1992, with substantial completion in 1992. Should Phase I.b not be substantially underway by 1992 or substantially complete by 1995, then the applicant shall submit a traffic reanalysis, prior to proceeding with the development of Phase I.b, to the appropriate reviewing agencies, to insure that appropriate traffic mitigation measures will be provided.

Phase I.b shall consist of 750,000 square feet of gross leasable area.

3. Phase II is conceptually approved at this time. Phase II shall be resubmitted prior to initiating development. Phase II shall be evaluated in stages in order to more accurately define specific traffic impacts and necessary improvements with the proper time frame and priority process for implementation. Approval and endorsement shall be limited to those stages that have satisfied the identified mitigation requirements.

4. The allowable remaining uses in addition to the commercial uses normally associated with a regional mall for Phases I.b and II shall be conditioned as set forth below:

Automotive Repair and Services - Group II excluded, except facilities such as muffler repair, oil change, etc.
Bar or Cocktail Lounge - limited to use in conjunction with a restaurant or hotel/motel
Broadcasting Studio, Commercial Radio and Television - no transmission facilities (i.e. towers)
Building Material, limited to common retail, wholesale stores such as Scottys, Builders' Square, etc.
Business Services - Group II - no outdoor storage of chemicals
Car Wash - limited to use in conjunction with a service station
Convenience Food and Beverage Stores - no drive thru

Consumption on Premises - limited for use in a bar or cocktail lounge in conjunction with a full service restaurant or night club/lounge and must be within the mall, or the hotel/motel

Contractor and Builders - Group III excluded

Drive Thru Facility - for a bank or fast food restaurant only

Essential Services Facility - wastewater treatment facility only

Freight and Cargo Handling Establishments - excluded

Hotel/Motel - no kitchen facilities per deviation 2

Garage, Public - excluded

Health Care Facilities - excluded

Laundry or Dry Cleaning - Group II excluded

Non-Store Retailers - excluded

Package Store - except along the Daniels Road Frontage

Personal Service - Group II - massage parlor or steam or turkish bath excluded

Printing and Publishing - excluded

Recreation Center - must be within the mall

Recreation, Commercial - must be within the mall

Recreation Facilities - must be within the mall

Rental Establishments - Group IV - excluded

Repair Shops - Group IV - excluded

Transportation Services - Groups I, III & IV excluded

Used Merchandise Stores - Group III - excluded

Vehicle and Equipment Dealers - Group V - excluded

Wholesale Establishments - Group V - excluded

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5. A future sewage treatment plant may be located adjacent to, or as an expansion of, the existing sewage treatment plant. However, should the plant be relocated to another location approved by Lee County, all expansion and relocation work shall be accomplished in accordance with the duly adopted regulations of Lee County, South Florida Water Management District, and DNR. In the event that public sewer facilities become available, the applicant shall connect to the central sewer system. Availability shall be deemed to occur when the central plant has adequate capacity to handle the projected flows from Danport Center, and when sewer service is available within 1/4 of a mile.

6. Environmental mitigation shall be done in accordance with the approved DRI Development Order Application for Development Approval and Master Concept Plan on file with the Zoning and Development Review Division, except as modified by the conditions below:

a. All existing wetlands shall be flagged and the flagging shall be approved by the Department of Community Development, for that part of the development subject to an application for a preliminary Development Order, prior to preliminary Development Order approval. A survey of the flagged and approved wetland/upland line shall be submitted prior to final Development Order approval, for those properties subject to a final Development Order application.

b. Prior to preliminary Development Order approval, a Wetland Vegetation Plan and Wetland Location Map shall be submitted for the wetlands which will be created and the lake shoreline plantings. The Wetland Vegetation Plan shall be

subject to approval by the Department of Community Development and shall contain the following:

1. The figures, distances and other specific requirements set forth below in item b.2 are set forth to determine the suitable density, and are general guidelines. The applicant will provide a comparable plan which can be administratively approved. All parties recognize that adjustments may be made to the plan based on other agencies with jurisdiction, and that the final plan must, by necessity, incorporate the requirements of all the reviewing agencies.

2. The littoral shelves and the new wetlands shall be planted with native vegetation. The vegetation plan shall incorporate, at a minimum, overstory vegetation to be planted on twenty (20) foot centers, mid-story vegetation to be planted on ten (10) foot centers and understory vegetation to be planted on five (5) foot centers. Plantings may be clustered.

3. The vegetation plan shall include the following note regarding new wetland and lake shoreline areas to be planted: "Plantings shall consist of a species mix. No one species shall comprise more than thirty (30) percent from each vegetation story category. Plant coverage within all planted areas shall have a minimum of eighty (80) percent survival for a period of no less than three (3) years. Additional plantings, if required, shall be subject to approval by the Department of Community Development.

7. The buffering for the existing and any future sewage treatment shall be in accordance with the Development Standards Ordinance requirements.

8. The applicant is requesting an 8 story hotel which will be equivalent to 87 feet, an 8 story office building which will be equivalent to 111 feet, and a 3 story mall which is projected to be 75 feet. The applicant must construct these, and all other, buildings in accordance with all applicable county codes. The applicant must construct these, and all other, buildings in accordance with all applicable county codes, and FAA regulations.

9. The developer shall bear the sole responsibility for the repair and maintenance of the on-site sewage treatment plant. Should the plant be cited for any alleged failure to maintain those minimum operating conditions set forth in applicable permits and licenses, no development order or permits, as defined in Section 163.3164, Florida Statutes, shall be issued, and no work authorized by then existing, otherwise valid development orders or permits shall be allowed, unless and until the plant is re-certified as meeting the minimum operating conditions.

10. Prior to final D.S.O. Development Order approval, the Master Concept Plan shall be revised to show the required pedestrian/bike path circulation among the parcels. The circulation plan shall be subject to review and approval by the Lee County Engineer. The Master Concept Plan shall be revised to relocate the lake parcel driveway west of Palomino Lane to align with one of the three access points into Panport Center east of Palomino Lane.

11. Potable water shall not be used for irrigation unless a plan for the discontinuation of such use is provided and agreed to between Lee County and the developer. If a well and/or surface water is proposed for irrigation purposes, then the applicant is advised that conditions of the South Florida Water Management District shall apply, that is, a hydrological study may be required prior to issuance of a water use permit. For the purpose of potable water conservation, the project shall utilize low water use plumbing fixtures, selfclosing and/or metered faucets and other water conserving devices. For the purpose of

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non-potable water conservation, the project shall utilize xeriscape principles in project landscaping. It is understood that xeriscape does not have to be used exclusively and it is further understood that xeriscape principles are a guideline and that xeriscape is generally thought of as drought resistant vegetation.

12. At the completion of development construction, or each phase thereof, a development representative shall provide to Lee County Emergency Medical Service a site plan depicting the official street names and building addresses within the development, and shall also contact Lee County Emergency Medical Service to discuss: 1) the designation of emergency helicopter landing zones; and 2) the accessibility of the EMS unit.

The hotel/motel uses shall establish and maintain a written emergency plan of procedures to be followed in a hurricane emergency. The applicant shall develop, and annually update, said plan in cooperation with the Lee County Division of Emergency Management.

13. Fire sprinklers shall be included throughout the project in areas as required by duly adopted Life Safety Codes, and Fire Prevention regulations, in effect at the time of permitting. Also, the applicant shall review site development plans with the fire department.

14. All conditions of the DRI Development Order and commitments made by the applicant in the Application for Development Approval and sufficiency responses are hereby adopted by reference.

15. Prior to final Development Order (DSO) approval the applicant will submit an independent water management and drainage system plan to the South Florida Water Management District, and Lee County.

The applicant shall assist the county and the South Florida Water Management District in the design and implementation of an area-wide master storm water management plan as that requirement is set forth in the DRI Development Order.

16. Action on the Deviations is as follows:

Deviation #1(a) is conditionally approved. The applicant shall submit information to Lee County DOT&E prior to construction for their review and approval to insure that the design will provide for the safety of the traveling public.

Deviation #1(b) is conditionally approved with the understanding that the applicant will have to submit additional information to Lee County DOT&E prior to construction for their review and approval, and the applicant will also have to provide technical substantiation for this request to the South Florida Water Management District at the time of permitting, and the applicant shall substantiate to the District that water quality concerns are addressed.

Deviation #1(c) is conditionally approved with the understanding that the applicant will comply with the South Florida Water Management District requirements and will submit a proposed plan to Lee County to insure that the traveling public safety is assured.

Deviation #2 is approved with the condition that any kitchen appliances are limited to 110 volts and do not require special wiring requirements beyond 110 volts. Allowable

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appliances include: microwave oven, small refrigerator, hot plate, and a one basin sink.

Deviation #3 is approved with the condition that mitigation criteria in condition #7 above are implemented and the deviation does not apply to area #3 as shown on the Master Concept Plan because the applicant has redesigned the Master Concept Plan to relocate the road on the east side of the project where the road is shown between the Cypress Preserve area and a lake. The current design does not impact any wetlands and is acceptable.

Deviation #4(a) is conditionally approved in that the Board continues to require a 6:1 slope to a depth of 4 feet below dry season water table, then the applicant may construct lakes at a 4:1 slope, to the depth required by South Florida Water Management District.

Deviation #4(b) is approved in regard to bulk heads with the condition that vertical construction (sea wall) applies only where the roads cross or are adjacent to lakes or where appropriate safety barriers are provided.

Deviation #5 is approved with the condition that excavations shall not exceed 20 feet, or the first confining layer, whichever occurs first.

Deviation #6 is approved with the condition that applies only to the southwest corner of the project (as shown in the Master Concept Plan) and a 30 foot wide, Type E vegetative buffer is provided. The following uses shall be located at least 100 feet from any residential uses: dumpsters or other garbage/trash containers, restaurant, bar/liquor lounge or COP, drive-thru facility, automobile service station, central services, central service facilities, hotel/motel, repair shops, research and development laboratories, schools-commercial, self-service fuel pumps, transportation services, vehicle and equipment dealers, and wholesale establishments.

Deviation #7 and #8 are approved with the condition that the internal north/south roadway between Palomino and I-75 shall provide access to the north, or some alternative access shall be made available, and the applicant shall provide for an east/west internal road between Daniels and Penzance.

Deviation #9 and #10 are approved with the conditions that they are combined for a total of 30% and are marked designated per the zoning ordinance requirements.

Site Plan 88-296 is attached hereto and incorporated herein by reference, as a reduced copy of the Master Concept Plan.

The foregoing Resolution was adopted by the Lee County Board of County Commissioners upon a motion by Commissioner Don Slisher and seconded by Commissioner Bill Fussell and, upon being put to a vote, the result was as follows:

Commissioner John E. Manning	absent
Commissioner Charles L. Bigelow, Jr.	yes
Commissioner Mary Ann Wallace	no
Commissioner Bill Fussell	yes
Commissioner Donald D. Slisher	yes

DULY PASSED AND ADOPTED this 24th day of October, A.D., 1988.

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

By: [Signature]
(Chairman)

OR2038

ATTEST
CLERK OF BOARD OF COUNTY COMMISSIONERS
Charlie Green, Clerk
[Signature]
Deputy Clerk

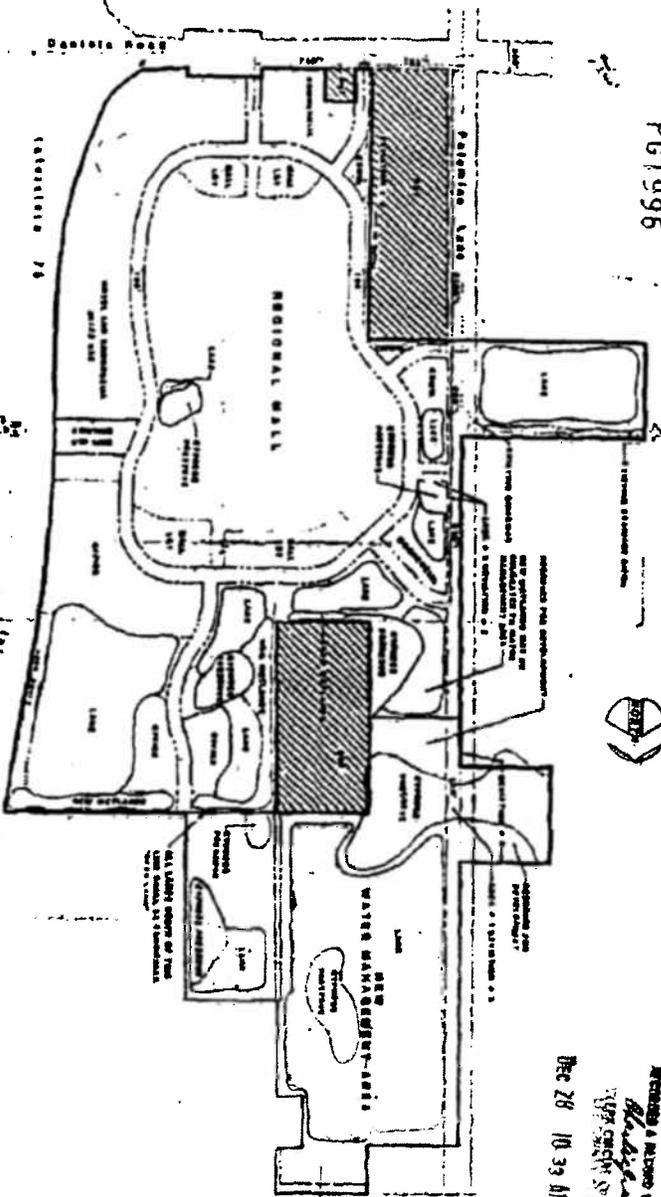
APPROVED AS TO FORM
By: [Signature]
County Attorney's Office

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FILED
DEC 23 88
CLERK CIRCUIT COURT
OF Lee County, D.C.

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THE MALL SHALL BE DEVELOPED BY THE OWNER OF THE MALL AND WATER MANAGEMENT AREA.
 THE WATER MANAGEMENT AREA SHALL BE DEVELOPED BY THE OWNER OF THE MALL AND WATER MANAGEMENT AREA.
 THE WATER TREATMENT PLANT SHALL BE DEVELOPED BY THE OWNER OF THE MALL AND WATER MANAGEMENT AREA.
 THE WATER STORAGE TANK SHALL BE DEVELOPED BY THE OWNER OF THE MALL AND WATER MANAGEMENT AREA.

APPROVED & ATTESTED:
 [Signature]
 Dec 28 10 33 AM '88

JOHNSON ENGINEERING, INC.
 1000 N. W. 10th St.
 Ft. Lauderdale, FL 33304
 TEL: (305) 555-1111

APPROVED
 [Signature]

NOTICE OF CLEARING

3455172

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2800

I, Rick K. Joyce, Administrator, as defined in Lee County Tree Protection Ordinance 86-34, hereby issue a Notice of Clearing for those lands owned by John J. Nevins, as Bishop of the Diocese of Venice at STRAP number 22-45-25-00-00001.0160 more particularly described as:

SEE ATTACHED LEGAL DESCRIPTION

Pursuant to Lee County Ordinance 86-34, the owner and/or his agent are hereby permitted to remove trees, other than trees worthy of preservation, from the above described property, subject to the following conditions:

4-2000 IDENTIFIED - CHARLIE GREEN, CLERK
BY: EAT LAUREN, S.C.

OR 2426 PEL 501

1. The subject property is presently zoned for agricultural purposes. However, in the event that an application to rezone the property is filed within three (3) years from the date this notice is issued, and the rezoning is granted, reforestation shall be required pursuant to Section 701A.2.a and b. of Lee County Ordinance Number 86-34 and pursuant to the Lee County Development Standards Ordinance then in effect.
2. In the event said property is classified agricultural lands for ad valorem purposes pursuant to Section 193.461(3)(b), Florida Statutes, then the previous requirement shall not apply. However, the burden of proving that said classification has been granted to the subject property shall be on the property owner.
3. Approval of this Notice of Clearing does not relieve the property owner from obtaining applicable permits or approvals from wetland regulatory agencies including the U.S. Army Corps of Engineers, South Florida Water Management District, and Department of Environmental Regulation.
4. Approval of this Notice of Clearing does not relieve the property owner from obtaining applicable permits or approvals from the Florida Game and Fresh Water Fish Commission and U.S. Fish and Wildlife Service.
5. This notice shall run with the land and be binding on all successors in interest.
6. Clearing of indigenous native vegetation shall not occur within the areas identified as jurisdictional wetlands, located approximately in the northwest property corner (see attached copy of letter and aerial photograph prepared by Southern Biomes, BIS) unless and until all applicable wetland permits are obtained. Removal of invasive exotic vegetation such as Melaleuca and Brazilian Pepper is permitted within the above referenced wetland areas.

SIGNED AND DATED THIS 10TH DAY OF SEPTEMBER, 1993.

Rick K. Joyce
Administrator

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledge before this 10th day of September, 1993, by Rick K. Joyce, Administrator, who is personally known to me and who did not take an oath.

MY COMMISSION EXPIRES:



DEDERIA M. EISCHLAGER
MY COMMISSION # CC 27219 EXPIRES
SEPTEMBER 27, 2000
SIGNED AND NOTARY PUBLIC, INC.

Dederiam Eischlager
Notary Public
Dederia M. Eischlager

COPY: U.S. Army Corps of Engineers
South Florida Water Management District

LEE COUNTY
DIVISION OF NATURAL RESOURCES MANAGEMENT
(813) 335-2477

"NOTICE OF CLEARING"

APPLICANTS NAME: [REDACTED]

ADDRESS/PHONE: [REDACTED]

PROPERTY OWNERS NAME: John J. Nevins, AS Bishop of The Diocese of Venice

ADDRESS/PHONE: P.O. Box 2006 Venice, FL 34284
phone 484-9543

FARM OR PROJECT NAME: LITTLE CREEK OSTRICH RANCH

STRAP NO. (S): 22-45-25-00-00001-016

CURRENT ZONING: AG No. of Acres 10

LEGAL DESCRIPTION OF PROPERTY: (ATTACH COPY)

ADDRESS OF PROPERTY: N/A

LOCATION OF PROPERTY (Directions): Approx 1/4 mile North of the Daniels
RD/Palminero RD intersection on West side of Palminero RD

AFFIDAVIT

I, [REDACTED], being first and duly sworn, depose and say that I am authorized pursuant to Lee County Tree Protection Ordinance 86-34, as amended, to apply to the request herein made, and that all answers, information sketches, data and other supplementary matter attached to or included herein as part of this application, are accurate and true to the best of my knowledge and belief.

I have read the attached Notice of Clearing Procedure and understand that if within three (3) years from the date of approval the property is submitted for rezoning, and it is granted a sufficient number of trees must be replanted, as required by Section 7.01 A.2. b., in the Lee County Tree Protection Ordinance No. 86-34, as amended.

8-23-93
Date

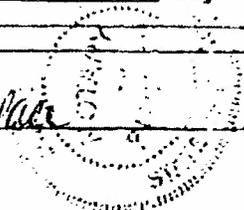
[REDACTED]
Signature of Applicant

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 23rd day of August, 1993, by _____ who is personally known to me or who produced _____ as identification and who did not take an oath.

MY COMMISSION EXPIRES:

James Williams
Notary Public



OR2424 PG1502

Southern Biomes, EIS
Environmental Information Services
5226 Coronado Pkwy, Suite A, P.O. Box 537
Cape Coral, Florida 33910

Office (813) 549-5420

FAX (813) 549-7440

Geza Wass de Czege, President

Sept. 8, 1993

Kathleen Hultgren
Lee County Dept. of Natural Resources Mgmt.
P.O. Box 398
Ft. Myers, FL 33902

Re: 10 acre Colonial Ranchette Tract on Palomino Rd., Sec. 22, T45S, R25E,
Lee County, FL

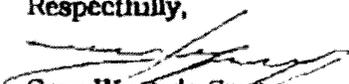
Dear Ms. Hultgren,

Please find enclosed a copy of the wetland jurisdiction map as delineated and flagged in the field. As noted on the aerial photograph, there are four (4) wetland communities on site, totalling 3.49 acres. The remaining portion of the site consists of second growth pasture, which is becoming rapidly overgrown by wax myrtle and Brazilian pepper bushes.

The wetland area is delineated with blue plastic flagging tape tied to vegetation along the edge of the jurisdictional area. This line nearly represents those wetlands which would require obtaining a permit through the Army Corps of Engineers, the Water Management District, and Lee County Department of Natural Resources Management, should you wish to clear, fill, or develop.

I have recommended that the client avoid these areas until a future date, when appropriate permits can be obtained. I hope this provides you with the information needed for the client to obtain his clearing permit. If I can be of further assistance, please call.

Respectfully,


Geza Wass de Czege

cc: Dan Kreinbrink
Alan K. Juncker

RECEIVED
93 SEP - 8 PM 4: 39
DISPATCH
ENVIRONMENTAL
SERVICES

OR2424 Pg1503



DIocese OF VENICE IN FLORIDA

93 AUG 25 AM 10: 56

OFFICIAL
ENVIRONMENTAL
COMMISSION

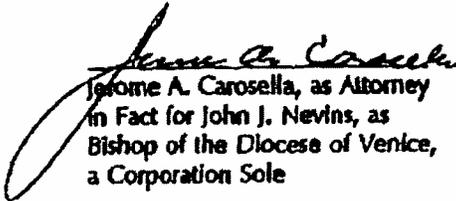
August 23, 1993

Lee County Division of Environmental Sciences

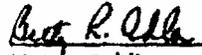
Gentlemen:

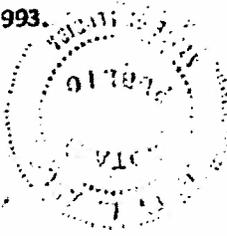
Re: Strap No. 22-45-25-00-00001.0160

As the owner of the parcel of land indicated by the STRAP number above, I hereby authorize Daniel W. Kreinbrink to file my application for Notice of Clearing for the property located at Palomino Lane.

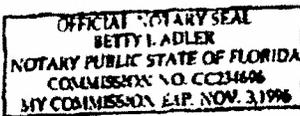

Jerome A. Carosella, as Attorney
in Fact for John J. Nevins, as
Bishop of the Diocese of Venice,
a Corporation Sole

Sworn to and subscribed before me this 23rd day of August, 1993.


Notary Public
Betty L. Adler



My Commission Expires:



P.O. Box 2006, Venice, Florida, 34284-2006

(813) 484-9543

FAX (813) 484-1121

OR 2424 PG 1504

Legal Description

93 AUG 25 AM 10:56

DEPARTMENT OF
ENVIRONMENTAL
AFFAIRS

OR2424 PG1505

Tract 33-C of COLONIAL RANCHETTES, INC., an unrecorded subdivision more particularly described as follows: The SW 1/4 of the NW 1/4 of the NW 1/4, Section 22, Township 45 South, Range 25 East, containing 10 acres, more or less. Subject to easements for roadway purposes over and across the East 30 feet thereof, together with ingress and egress over and across road easements as described in Official Records Book 444, Pages 487-489 of the Lee County Public Records.

19.50

3467651

NOTICE OF ADOPTION OF DANPORT CENTRE DRI
THIRD DEVELOPMENT ORDER AMENDMENT

OR 21431 PG 2157

RECORD VERIFIED - CHARLIE GAGER, CLERK
BY: MELLEN CARROLL, D.C.

PLEASE BE ADVISED that a Third Development Order Amendment for Danport Centre, a Development of Regional Impact, has been adopted pursuant to Section 380.06, Florida Statutes. A legal description of the property covered by the said Order is attached hereto and incorporated as Exhibit "A". The original Development Order was adopted by the Lee County Board of County Commissioners on October 24, 1988. A copy of said Order can be examined at the Minutes Department, Clerk of the Circuit Court in and for Lee County, Florida, 2115 Second Street, Fort Myers, Florida.

The recording of this Notice shall not constitute a lien, cloud or encumbrance. This Notice is filed pursuant to Section 380.06(15)(f), Florida Statutes.

DANPORT CENTRE DRI

By: Ronald W. York, V.P.
Ronald W. York

Linda J. Gayton
1st Witness

LINDA J. GAYTON
Printed Name

Faye H. Parr
2nd Witness

FAYE H. PARR
Printed Name

PLEASE CALL THE CLERK OF THE CIRCUIT COURT FOR LEE COUNTY, FLORIDA, AT 813-939-1111 FOR MORE INFORMATION.
- Neale M. H. H. H. H.

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of October, 1993, by Ronald W. York, who is personally known to me or who has produced known to me as identification.

(Notary Seal)

Faye H. Parr
Signature of Notary Public

FAYE H. PARR
(Print, type or stamp commissioned name of Notary Public)

Commission No: CC 140160

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES 29, 1995
BONDED THROUGH GENERAL INS. UNDER

F:\WPDATA\NN\LANPORTS.NOT

02 2431
pg 2158

DANFORTH CENTRE DRI
REVISED EXHIBIT 'A'

The Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) less the rights-of-way for Daniels Road and Interstate 75 (SR 93) and less the Newman as described in Official Record Book 1810 at Page 603, Lee County Records.

SUBJECT TO easements, restrictions and reservations of record.

LESS:

A tract or parcel of land being part of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of Section 22, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCING AT the Southeast corner of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 22;
THENCE run S89°34'32"W along the South line of said Northwest Quarter (NW $\frac{1}{4}$) for 1,221.937 feet more or less to a point which lies 255.00 feet West of the Southeast corner of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 22;
THENCE run N01°02'27"W parallel to the East line of said fraction of a section for 93.835 feet to a point on the North right-of-way line of Daniels Parkway as per Florida Department of Transportation Survey. Said point is the POINT OF BEGINNING of the parcel herein described:

From said POINT OF BEGINNING continue running N01°02'27"W for 237.01 feet more or less to the North line of the Southwest Quarter (SW $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 22;
THENCE run S89°34'31"W for 67.34 feet more or less to the Northeast corner of the South Half (SW) of the Southeast Quarter (SE $\frac{1}{4}$) of the Southwest Quarter (SW $\frac{1}{4}$) of the Northwest Quarter (NW $\frac{1}{4}$) of said Section 22;
THENCE run S01°02'43"E along the East line of the aforementioned fraction of a section for 237.19 feet to the North right-of-way line of Daniels Parkway;
THENCE run N89°25'12"E along said right-of-way line for 67.32 feet to the POINT OF BEGINNING.

SAID PARCEL CONTAINS 15,963 square feet more or less.

SAID PARCEL IS SUBJECT TO easements, restrictions, and reservations of record.

OR 243 | PG 2 | 59

93 OCT -6 PM 4: 31

DANPORT CENTRE DRI
REVISED EXHIBIT 'A'

LEGAL DESCRIPTION: In Sections 15, 21 and 22, Township 45 South, Range 25 East, Lee County, Florida:

Section 15, Township 45 South, Range 25 East

The North Half (NH) of the Northwest Quarter (NW) of the Northwest Quarter (NW) of the Southwest Quarter (SW),
The Northeast Quarter (NE) of the Northwest Quarter (NW) of the Southwest Quarter (SW),
The South Half (SH) of the Southwest Quarter (SW) of the Southwest Quarter (SW) of the Northwest Quarter (NW),
The East Half (EH) of the Southwest Quarter (SW) of the Northwest Quarter (NW),
The Southeast Quarter (SE) of the Northwest Quarter (NW),
The South 991.73 feet of the East Half (EH) of the Northwest Quarter (NW) of the Northwest Quarter (NW),
The West Half (WH) of the Northeast Quarter (NE) of the Northwest Quarter (NW),
The West Half (WH) of the Southeast Quarter (SE), less right-of-way for Interstate 75 (SR 93),
The East Half (EH) of the Northeast Quarter (NE) of the Southwest Quarter (SW),
The Southeast Quarter (SE) of the Southwest Quarter (SW),
The East Half (EH) of the Southwest Quarter (SW) of the Southwest Quarter (SW),
The Southeast Quarter (SE) of the Northwest Quarter (NW) of the Southwest Quarter (SW),

LESS AND EXCEPT

The East 210 feet of the South 353.69 feet of the Northwest Quarter (NW) of the Northeast Quarter (NE) of the Northwest Quarter (NW);

Section 21, Township 45 South, Range 25 East

The Northeast Quarter (NE) of the Northeast Quarter (NE) of the Northeast Quarter (NE);

Section 22, Township 45 South, Range 25 East

The West Half (WH) of the Northeast Quarter (NE) less right-of-way for Interstate 75 (SR 93) also described as Danport Center (Plat Book 36, Page 118, Lee County Records),
The Northeast Quarter (NE) of the Northwest Quarter (NW),
The North Half (NH) of the Northwest Quarter (NW) of the Northwest Quarter (NW),

continued ...

OR 21431 PG 2159A

#10.50

4306902

22

NOTICE OF ADOPTION OF DANPORT CENTER DRI
DEVELOPMENT ORDER
D.O. # 88-10-14 DRI

DR2908 PG2005

RECORD VERIFIED - CHARLIE GREEN, CLERK
By: J. Miller, D.C.

PLEASE BE ADVISED that the Board of County Commissioners of Lee County, Florida has adopted a Development Order for Danport Center, a Development of Regional Impact, pursuant to Section 380.06, Florida Statutes.

A legal description of the property covered by the said Order is attached hereto and incorporated as Exhibit "A".

The recording of this Notice shall not constitute a lien, cloud or encumbrance. This Notice is filed pursuant to Section 380.06(15)(f), Florida Statutes.

Quinn Spruiell
1st Witness
Laurie L Giarrusso
Printed Name

By: Neale Montgomery

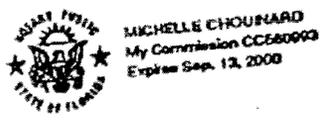
Marjorie A. Crill
2nd Witness
Marjorie A. Crill
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 2nd day of January, 1998, by Neale Montgomery, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

(Notary Seal)

Michelle Chouinard
Signature of Notary Public



Michelle Chouinard
(Print, type or stamp commissioned name of Notary Public)

Commission No: CC560993

JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS
October 21, 1988

2158 JOHNSON STREET
TELEPHONE: (813) 234-0048
TELEFAX: (813) 234-2661
POST OFFICE BOX 1850
FORT MYERS, FLORIDA
33902-1850

CARLE E. JOHNSON
1911-1988

EXHIBIT A

DESCRIPTION

PARCELS IN SECTION 15, 21 AND 22, T. 45 S., R. 25 E.,
LEE COUNTY, FLORIDA

Section 15, Township 45 South, Range 25 East

The north half (N-1/2) of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4) of the southwest quarter (SW-1/4),
The northeast quarter (NE-1/4) of the northwest quarter (NW-1/4) of the southwest quarter (SW-1/4),
The south half (S-1/2) of the southwest quarter (SW-1/4) of the southwest quarter (SW-1/4) of the northwest quarter (NW-1/4),
The east half (E-1/2) of the southwest quarter (SW-1/4) of the northwest quarter (NW-1/4),
The southeast quarter (SE-1/4) of the northwest quarter (NW-1/4),
The south 991.73 feet of the east half (E-1/2) of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4),
The west half (W-1/2) of the northeast quarter (NE-1/4) of the northwest quarter (NW-1/4),
The west half (W-1/2) of the southeast quarter (SE-1/4) less right-of-way for Interstate 75 (SR 93),
The east half (E-1/2) of the northeast quarter (NE-1/4) of the southwest quarter (SW-1/4),
The southeast quarter (SE-1/4) of the southwest quarter (SW-1/4) of the southwest quarter (SW-1/4),
The east half (E-1/2) of the southwest quarter (SW-1/4) of the southwest quarter (SW-1/4),
The southeast quarter (SE-1/4) of the northwest quarter (NW-1/4) of the southwest quarter (SW-1/4),
LESS and EXCEPT
The east 210 feet of the south 353.69 feet of the northwest quarter (NW-1/4) of the northeast quarter (NE-1/4) of the northwest quarter (NW-1/4);

Section 21, Township 45 South, Range 25 East

The northeast quarter (NE-1/4) of the northeast quarter (NE-1/4) of the northeast quarter (NE-1/4);

Section 22, Township 45 South, Range 25 East

The west half (W-1/2) of the northeast quarter (NE-1/4) less right-of-way for Interstate 75 (SR 93) also described as Danport Center (Plat Book 36, Page 118, Lee County Records),
The northeast quarter (NE-1/4) of the northwest quarter (NW-1/4),
The north half (N-1/2) of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4),
The southeast quarter (SE-1/4) of the northwest quarter (NW-1/4) less the rights-of-way for Daniels Road and Interstate 75 (SR 93) and less the Newman as described in Official Record Book 1810 at Page 603, Lee County Records.

SUBJECT TO easements, restrictions and reservations of record.

WBP/jb
13651

AN EQUAL OPPORTUNITY EMPLOYER

DR2908 PS2006

CHARLIE GREEN LEE CTY. FL
98 JAN 12 PM 3:32

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
DONALD D. STOUTEN
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.

CONSULTANTS
LEIF E. JOHNSON
LESTER L. BULSON
ROBERT S. O'BRIEN

In Section 15, 21 and 22, Township 45 South, Range 25 East, Lee County, Florida:

Section 15, Township 45 South, Range 25 East

The North Half (N1/2) of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4),
The Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4),
The South Half (S1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4),
The East Half (E1/2) of the Southwest Quarter (SW1/4) of the Northwest Quarter (NW1/4),
The Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4),
The South 991.73 feet of the East Half (E1/2) of the Northwest Quarter (NW1/4) of the Northwest Quarter (NW1/4),
The West Half (W1/2) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4),
The West Half (W1/2) of the Southeast Quarter (SE1/4), less right-of-way for Interstate 75 (SR 93),

The East Half (E1/2) of the Northeast Quarter (NE1/4) of the Southwest Quarter (SW1/4),
The Southeast Quarter (SE1/4) of the Southwest Quarter (SW1/4),
The East Half (E1/2) of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4),
The Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4).

LESS AND EXCEPT

The east 210 feet of the South 353.69 feet of the Northwest Quarter (NW1/4) of the Northeast Quarter (NE1/4) of the Northwest Quarter (NW1/4);

Section 21, Township 45 South, Range 25 East

The Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4) of the Northeast Quarter (NE1/4);

Section 22, Township 45 South, Range 25 East

The West Half (W1/2) of the Northeast Quarter (NE1/4) less right-of-way for Interstate 75 (SR 93) also described as Danport Centre (Plat Book 36, Page 118, Lee County Records),
The Northeast Quarter (NE 1/4) of the Northwest Quarter (NW1/4),
The North Half (N1/2) of the Northwest Quarter (NW1/2) of the Northwest Quarter (NW1/4).

The Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) less the rights-of-way for Daniels Road and Interstate 75 (SR 93) and less the Newman as described in Official Record Book 1810 at Page 603, Lee County Records.

SUBJECT TO easements, restrictions and reservations of record.

LESS:

A tract or parcel of land being part of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of Section 22, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCING AT the Southeast corner of the Northwest Quarter (NW1/4) of said Section 22;
THENCE run S89°34'32"W along the South line of said Northwest Quarter (NW1/4) for 1,221.937 feet more or less to a point which lies 255.00 feet West of the Southeast corner of the Southwest Quarter (SW1/4) of the Southwest Quarter (SW1/4) of the Southeast Quarter (SE1/4) of the Northwest Quarter (NW1/4) of said Section 22;

093014 P61963

93 SEP 21 AM 9:38
CHARLIE GREEN, CLERK
LEE COUNTY, FL



Name Of Applicant:	Diocese of Venice - Affordable Senior Housing
Site Address:	13060 Palomino Ln
Strap Number:	22-45-25-00-00001.0100
	Existing LCU water only customer - Acct#1081068 8" Master-meter Assembly connecting to existing 12" main on Palomino Ln. Currently using 340 AGPD

Lee County Utilities
 1500 Monroe St.
 Fort Myers, FL 33901
 (239)533-8531



Drawings are for informational purposes only. For as-built information contact David Raycraft: draycraft@lee-co.com. Availability of as-built information is limited to design professionals.



Eric Walther
Customer Project Manager
15834 Winkler Rd
Ft. Myers, FL 33908
415-1348 Office
415-1350 FAX

This letter is to confirm that Florida Power & Light has both the capability and capacity to serve the proposed three story dormitory style building to be constructed on the church property located at 13060 Palomino Road. At this time, no cost to the customer can be determined to provide power.

If there are any other questions regarding electric service to this project, please feel free to contact me.

Eric Walther
FPL
415-1348

Electric
Availability Letter

FLOOD ZONE MAP



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

04/08/2009

Bob Janes
District One

DEWANE, FRANK J. / DIOCESE OF VENICE
13060 PALOMINO LANE
FORT MYERS, FL. 33912

A. Brian Bigelow
District Two

Ray Judah
District Three

STRAP Number: 22-45-25-00-00001.0100

Tammy Hall
District Four

This is in response to your request for a determination if the above property (referenced by S.T.R.A.P. identification) is located in a Special Flood Hazard Area (SFHA), an area indicated to be inundated by the 100-year flood.

Frank Mann
District Five

Donald D. Stilwell
County Manager

The property can be located on:

David M. Owen
County Attorney

Community Panel	Suffix	Effective Date	Coastal Designated Barrier
125124	0445 F	08-28-08	NO

Diana M. Parker
County Hearing Examiner

and is graphically determined as

Zone: X

FORMERLY B ZONE ON 125124 PANEL 0350 VERSION B DATE 9/19/84

This determination is based on the Flood Insurance Rate Map (FIRM), which is published by FEMA and adopted by Lee County. Purchasing flood insurance is necessary to obtain a federal grant, FHWA, VA, and most conventional loans in order to buy, build, or rebuild a structure located in a Special Flood Hazard Area.

Specific information concerning the 100-year flood elevation (Base Flood Elevation - BFE) and its relation to your property's elevation would need to be determined by a Registered Land Surveyor, Engineer, or Architect. This information involves certifications for which the County cannot offer.

This letter does not imply that the referenced property will or will not be free from flooding or damage. A property not in a Special Flood Hazard Area (SFHA) may be damaged by a flood greater than that predicted on the FIRM or from a local drainage problem not shown on the map. This letter does not create liability on the part of the County or any officer or employee thereof, for any damage that results from reliance on this determination.

Should you have any questions, please contact Lee County DEVELOPMENT SERVICES DIVISION at (239) 533-8585.

Sincerely,


Mary Ellen Duane

Zoning Plan Review

NEARBY AMENITIES AND SERVICES