

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

Item Number: I- 1

1 DEPARTMENT MAKING REQUEST

Economic Development

2 MEETING DATE

5/27/2014 9:00:00 AM

3 REQUESTED MOTION/ACTION

Approve and authorize the Chairman of the Board to execute a County Deed to Cheney Bros. for the real property for their distribution center.

4 AGENDA

Consent

5 IS THIS ITEM BUDGETED (IF APPLICABLE) -

Budget Action

No action needed.

Financial Impact Summary Statement

No Fiscal Impact with this action.

Detailed Analysis Attached -

Budget Officer-

6 BACKGROUND (Why is this Action Necessary, and What Action will be accomplished)

On February 14, 2012, Charlotte County entered into a Performance Agreement ("Agreement") with Cheney Bros. that included the conveyance of a deed with a reversionary interest from the County to Cheney Bros. for the real property for Cheney Bros. proposed distribution center. Under the terms of the Agreement, if Cheney Bros. met certain construction targets within 30 months of the date of the Agreement, the County would convey to Cheney a deed without the reversionary interests.

County staff agrees that Cheney Bros. has met the required construction targets pursuant to the Agreement and are recommending that a deed for the Cheney Property without the reversionary interests be executed.

ATTACHMENTS:

Name:	Description:	Type:
<input type="checkbox"/> PERFORMANCE AGREEMENT RECORDED.pdf	Exhibit	Exhibit
<input type="checkbox"/> Deed to Cheney Bros.pdf	Deed	Exhibit

#7800

CHARLOTTE COUNTY CLERK OF CIRCUIT COURT
OR BOOK 3631, PGS 2002-2010 9 pg(s)
INSTR # 2074093
Doc Type AGR, Recorded 02/15/2012 at 09:40 AM
Rec. Fee: \$78.00
Cashiered By: VERONICAT Doc. #:4

This instrument prepared by:
Janette S. Knowlton, County Attorney
Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948

Return to:
Bertinson, Hirschgen, Gunderson, Waskler & Wickelma LLP
#24

PERFORMANCE AGREEMENT

THIS AGREEMENT, made this 14 day of February, 2012 by and between Charlotte County, a political subdivision of the State of Florida, whose mailing address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, and Cheney Bros. Inc., a Florida corporation, whose mailing address is One Cheney Way, Riviera Beach, Florida 33404.

WHEREAS, on this same date Charlotte County and Cheney Bros. Inc. have executed a deed, attached hereto as **Exhibit A**, conveying the real property ("hereinafter Real Property") described in Exhibits A and B of said deed; and

WHEREAS, such conveyance was the culmination of Charlotte County's efforts to attract a distribution facility to the Enterprise Charlotte Airport Park, enhancing the area's status as a distribution hub and providing for much needed additional employment opportunities for the residents of the County; and

WHEREAS, the aforementioned deed was executed pursuant to the award of Bid No. 2012000024, which made available 35 acres of surplus Charlotte County lands, but also vested certain reversionary interests with Charlotte County to ensure performance with the terms of said award; and

WHEREAS, the paramount objective of the bid process was to ensure the construction and opening of a distribution center in a timely manner and the creation of the jobs associated with it; and

WHEREAS, Cheney Bros. Inc. hereby proffers an acceptable alternate security interest in order to achieve favorable financing to facilitate the construction of the distribution center in accordance with and to ensure performance with the overriding goals of the bid award; and

WHEREAS, this Agreement acknowledges that Cheney Bros. Inc. is relying on Charlotte County to provide substantial off-site road and utility improvements in order to allow the development of the proposed distribution center to proceed as scheduled; and

WHEREAS, Charlotte County is authorized to convey its reversionary interest pursuant to its economic development incentive powers conferred under Section 125.045, Florida Statutes.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereby agree as follows:

9

1. The above recitals are true and correct.
2. Cheney Bros. Inc. is obligated to begin construction (as evidenced by an executed general construction contract with accompanying timetables, as well as the commencement of physical on-site construction activities including earthwork, utilities, drainage and roadways) of the distribution center within thirty (30) months from the date of conveyance and achieve substantial completion, within forty-eight (48) months in accordance with all applicable building specifications as identified in Bid No. 2012000024.
3. It is agreed that the value of Charlotte County's reversionary interest in the Real Property and Charlotte County's expectation interest in the aforementioned distribution center and associated jobs are uncertain and difficult to ascertain.
4. If after forty-eight (48) months Cheney Bros. Inc. has failed to achieve its obligations herein, and the real property has not reverted to Charlotte County, it shall pay Charlotte County a sum of \$560,000 dollars in liquidated damages as consideration for Charlotte County's reliance upon and expectation costs associated with the said failure to perform.
5. It is agreed by the parties that such sums are not intended as a penalty but intended to replace Charlotte County's previous performance assurance and expectation costs. The parties further agree that this Agreement shall be interpreted and enforced in accordance with the laws of the State of Florida and that the venue for any legal actions shall be Charlotte County, Florida.
6. Pursuant to the terms of this Agreement, Charlotte County hereby agrees to convey the entire reversionary interest in the Real Property to Cheney Bros. Inc. upon completion of the thirty (30) month construction target above by execution of a deed in the form as attached as **Exhibit B**.
7. The parties further agree that in consideration of obligations contained in this Agreement, to enter into a Development Agreement outlining each respective party's responsibilities, costs, and schedules, and which adequately mitigates any damages or costs incurred as a result of the other party's unreasonable delay or failure to perform.
8. Force Majeure. Notwithstanding the aforementioned timelines, if Cheney Bros. Inc. is prevented from or delayed in performing its duties under this Agreement, in whole or in part, by circumstances beyond its control, whether or not foreseeable, including, without limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption, pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of God, or significant threats of such circumstances, or any future laws, rules, regulations, orders, or acts of any local, state, federal, or government then Cheney Bros. Inc. shall be excused from performance hereunder during the period of such disability, provided that it

promptly notifies Charlotte County of the existence of the Force Majeure event, and undertakes reasonable and practicable measures to mitigate the delay, or effects thereof, occasioned by the Force Majeure event. Force Majeure shall not include (i) increases in the costs associated with the construction or operation of the facility, or (ii) loss, reduction, or elimination of tax credits. Cheney Bros. Inc. shall promptly notify Charlotte County when the Force Majeure condition has terminated.

9. This Agreement shall be effective from the date upon which the last party hereto executes.

IN WITNESS WHEREOF the parties have hereunto executed this Agreement under seal on or about the date and year first indicated below.

WITNESSES:

Signed By: Kay Tracy

Print Name: KAY TRACY

Date: 2-14-12

Signed By: W. N. Nell

Print Name: WARDEN NENELL

Date: 2/14/12

ATTEST:

Barbara T. Scott, Clerk of Circuit Court and Ex-officio Clerk to the Board of County Commissioners

By: Anne L. Pfahler
Deputy Clerk
2-14-12 APR 2012 - 018

CHENEY BROS., INC.
Signed by: [Signature]
Bill Foley, President
Date: 2/14/12

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA
By: [Signature]
Christopher G. Constance, Chairman
Date: February 14, 2012

APPROVED AS TO FORM AND LEGAL SUFFICIENCY
By: [Signature]
Janette S. Knowlton, County Attorney
LR 11-1724

This instrument prepared by:
Janette S. Knowlton, County Attorney
Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948

COUNTY DEED

THIS DEED, made this 14 day of February, 2012
by CHARLOTTE COUNTY, a political subdivision of the State of Florida, whose mailing
address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, Grantor, and
Cheney Bros. Inc., a Florida corporation, whose mailing address is One Cheney Way,
Riviera Beach, Florida 33404, Grantee;

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00
(Ten and 00/100 Dollars) to it in hand paid by the Grantee, receipt whereof is hereby
acknowledged, has granted, bargained and sold to the Grantee, his or her heirs and
assigns forever, the following described land lying and being in Charlotte County,
Florida:

As described in **Exhibit A** attached hereto.

Together with a nonexclusive access easement as described in **Exhibit B**
attached hereto.

Provided that the Grantee begins construction of a distribution center within thirty
months of the date of this conveyance, and receives a certificate of occupancy for the
distribution center within forty-eight months of the date of this conveyance, otherwise
the interest conveyed by this deed and any improvements thereto shall revert to the
Grantor without the Grantor taking any further action in law or equity to reenter the
property. In the event of reversion, Grantor shall pay an amount equal to \$2,325,000
(purchase price less \$175,000) to Grantee by payment to any lender holding a
mortgage on the property described herein such amount as required to satisfy such
mortgage, not to exceed \$2,325,000, with balance, if any, paid to Grantee.

Notwithstanding the above reverter clause, Force Majeure shall apply and
excuse performance, other than the obligation to pay money, if any party is prevented
from or delayed in performing its duties under this Agreement, in whole or in part, by
circumstances beyond its control, whether or not foreseeable, including, without
limitation, fires, typhoons, hurricanes, severe weather, floods, volcanic eruption,
pandemics, quarantines, war, civil disturbances, acts of terrorism, labor disputes, acts of
God, or significant threats of such circumstances, or any future laws, rules, regulations,
orders, or acts of any local, state, federal, or provincial government ("Force Majeure").
In the event of Force Majeure, the affected party shall be excused from performance
hereunder during the period of such disability, provided that the party claiming Force
Majeure promptly notifies the other party of the existence of the Force Majeure event,
and undertakes reasonable and practicable measures to mitigate the delay, or effects
thereof, occasioned by the Force Majeure event. Force Majeure shall not include (i)

increases in the costs associated with the construction or operation of the facility, or (ii) loss, reduction, or elimination of tax credits. The party claiming Force Majeure shall promptly notify the other party when the Force Majeure condition has terminated.

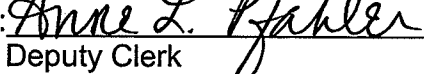
IN WITNESS WHEREOF, the said party of the first part has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chairman of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

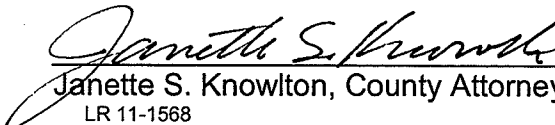
By:  
Christopher G. Constance, Chairman

ATTEST:

Barbara T. Scott, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: 
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:


Janette S. Knowlton, County Attorney
LR 11-1568

**EXHIBIT
A**

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16 THENCE S01°01'25"W ALONG THE EAST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1738.96 FEET TO THE POINT OF BEGINNING.
 FROM SAID POINT OF BEGINNING CONTINUE S01°01'25"W ALONG SAID EAST LINE FOR A DISTANCE OF 1102.20 FEET TO THE SOUTHEAST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1560 AT PAGE 1884 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S88°16'19"W ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED LANDS FOR A DISTANCE OF 1279.87 FEET TO THE EAST RIGHT OF WAY (ROW) LINE OF U.S. INTERSTATE 75 (STATE ROAD 93-324 FOOT WIDE ROW); THENCE N14°26'27"W ALONG SAID ROW LINE OF SAID INTERSTATE 75 FOR A DISTANCE OF 485.16 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE N00°42'39"E ALONG THE SAID WEST LINE OF SAID FRACTION FOR A DISTANCE OF 620.83 FEET; THENCE N89°16'19"E FOR A DISTANCE OF 1415.35 FEET TO THE POINT OF BEGINNING.
 PARCEL CONTAINS 35.005 ACRES, MORE OR LESS.

LEGEND

- (F) - FIELD MEASUREMENT
- (R) - RECORD MEASUREMENT
- F.D.O.T. - FLORIDA DEPARTMENT OF TRANSPORTATION
- R/W - RIGHT-OF-WAY
- L.B. - LICENSED SURVEY BUSINESS
- (C) - CALCULATED MEASUREMENT
- (D) - DEED MEASUREMENT

FOR THE EXCLUSIVE USE OF:

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

Steven L. Ford 1/17/12

STEVEN L. FORD - COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER, NO. 4892
 THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

REFERENCES:

1. BOUNDARY AND TOPOGRAPHIC SURVEY OF AIRPORT ROAD TEMPORARY MOBILE HOME PARK, CHARLOTTE COUNTY, FLORIDA. DATED 09/02/04 AS PERFORMED BY WILSONMILLER, INC. & SIGNED BY ALAN W. SADOWSKI, PROFESSIONAL SURVEYOR & MAPPER, FLORIDA REGISTRATION NO. 4800.
2. BOUNDARY AND TOPOGRAPHIC SURVEY OF CHARLOTTE COUNTY JAIL EXPANSION, CHARLOTTE COUNTY, FLORIDA. DATED 02/03/07 AS PERFORMED BY DRMP, INC. & SIGNED BY THIS SURVEYOR.

NOTES:

1. DATE OF LAST FIELD WORK: 02/03/07.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT SEARCH.
3. BOUNDARY SHOWN IS BASED ON FOUND MONUMENTATION AND LEGAL DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 1560, PAGE 1884 AS RECORDED IN THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
4. THIS SKETCH MAKES NO REPRESENTATIONS AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY FLORIDA TO BEAR S.01°01'10"W.
6. NO IMPROVEMENTS, UTILITIES OR INTERIOR FENCES WERE LOCATED, EXCEPT AS SHOWN HEREON.
7. NO ENCROACHMENTS WERE LOCATED EXCEPT AS SHOWN HEREON.
8. PORTIONS OF SUBJECT PARCEL IS LOCATED IN FLOOD ZONE X AND AE WITH A BASE FLOOD ELEVATION OF 12.00 FEET N.G.V.D. 1929, ACCORDING TO THE F.I.R.M. COMMUNITY-MAP NO. 12015C0242F, MAY 05, 2003.
9. DESCRIBED PARCEL CONTAINS 35.005 ACRES, MORE OR LESS.

SEE SHEET 1 OF 2 FOR SKETCH.
 NOT VALID WITHOUT BOTH SHEETS.

1/17/12 Corrected Bearings on East Line of Section Line

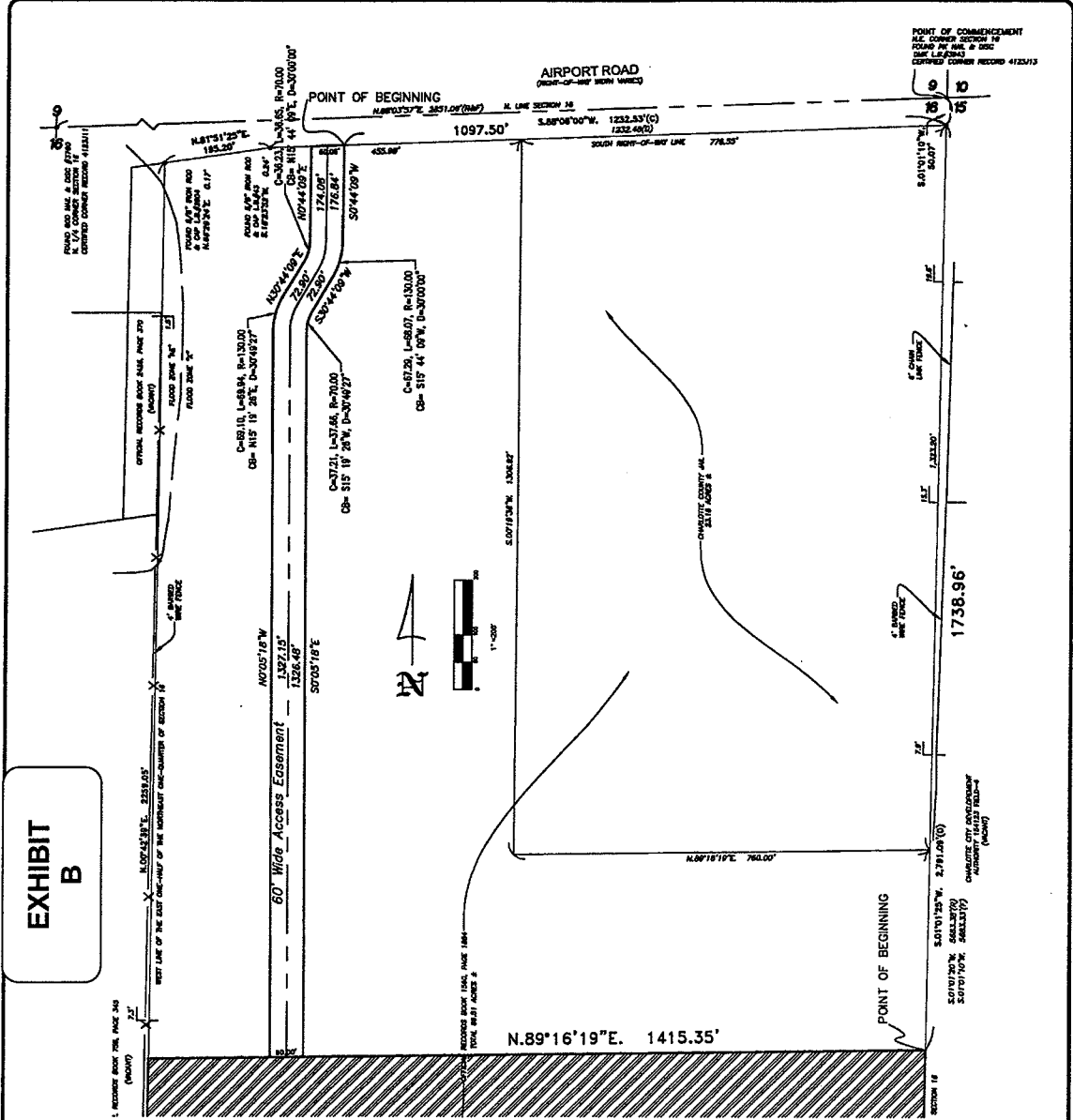
Proposed Surplus Jail Property
 for
 Charlotte County Board of County Commissioners
 Parcel No. 35 Acre Parcel

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY DESCRIPTION

110 INDIAN ST., APT. 104 PUNTA GORDA, FL 33450 Drawn: SJF		Checked: [] Scale: 1"=200' Date: 6/29/11	APPROVED: [] REVISIONS: [] SHEET 2 OF 2
Charlotte County Surveying and Mapping Dept.			File: Jail_Bdry.dwg

EXHIBIT B



DESCRIPTION

A TRACT OR PARCEL OF LAND FOR INGRESS/EGRESS PURPOSES LYING IN SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NORTHEAST QUARTER (NE-1/4) OF SAID SECTION 16; THENCE S01°01'10"W FOR A DISTANCE OF 50.07 FEET TO THE SOUTHERLY RIGHT OF WAY (ROW) LINE OF AIRPORT ROAD; THENCE S88°08'00"W ALONG SAID SOUTHERLY ROW LINE FOR A DISTANCE OF 1087.50 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING THENCE S00°44'09"W FOR A DISTANCE OF 176.84 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 130.00 FEET (CENTRAL ANGLE 30°00'00") (CHORD LENGTH OF 67.29 FEET) (CHORD BEARING S15°44'09"W) FOR AN ARC LENGTH OF 68.07 FEET TO A POINT OF TANGENCY; THENCE S30°44'09"W FOR A DISTANCE OF 72.90 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 70.00 FEET (CENTRAL ANGLE 30°49'27") (CHORD LENGTH 37.21 FEET) (CHORD BEARING S15°19'28"W) FOR AN ARC LENGTH OF 37.66 FEET TO A POINT OF TANGENCY; THENCE S00°05'18"W FOR A DISTANCE OF 1326.48 FEET; THENCE S89°19'19"W FOR A DISTANCE OF 60.00 FEET; THENCE N00°05'18"E FOR A DISTANCE OF 1327.15 FEET TO A POINT OF TANGENCY; THENCE ALONG THE ARC OF A CURVE TO THE RIGHT OF RADIUS 130.00 FEET (CENTRAL ANGLE 30°49'27") (CHORD LENGTH 69.10 FEET) (CHORD BEARING N15°19'28"E) FOR AN ARC LENGTH OF 69.94 FEET TO A POINT OF TANGENCY; THENCE N30°44'09"E FOR A DISTANCE OF 72.90 FEET TO A POINT OF CURVATURE; THENCE ALONG THE ARC OF A CURVE TO THE LEFT OF RADIUS 70.00 FEET (CENTRAL ANGLE 30°00'00") (CHORD LENGTH 38.23 FEET) (CHORD BEARING N15°44'09"E) FOR AN ARC LENGTH OF 36.65 FEET TO A POINT OF TANGENCY; THENCE N00°44'09"E FOR A DISTANCE OF 174.08 FEET TO THE ABOVEMENTIONED SOUTHERLY ROW LINE OF SAID AIRPORT ROAD; THENCE N88°08'00"E ALONG SAID ROW LINE FOR A DISTANCE OF 60.08 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 2.316 ACRES, MORE OR LESS.

LEGEND

- (F) - FIELD MEASUREMENT
- (R) - RECORD MEASUREMENT
- F.D.O.T. - FLORIDA DEPARTMENT OF TRANSPORTATION
- R/W - RIGHT-OF-WAY
- (C) - CITY BUSINESS
- (D) - CALCULATED MEASUREMENT
- (L) - DEED MEASUREMENT
- R - RADIUS
- Δ - DELTA/CENTRAL ANGLE
- C - CHORD LENGTH
- CB - CHORD BEARING

NOTES:

- THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT SEARCH.
- BOUNDARY SHOWN IS BASED ON FOUND MONUMENTATION AND LEGAL DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 1560, PAGE 1884 AS RECORDED IN THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
- THIS SKETCH MAKES NO REPRESENTATIONS AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
- BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY FLORIDA TO BEAR S.01°01'10"W.

FOR THE EXCLUSIVE USE OF:

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

STEVEN L. FORD - COUNTY SURVEYOR
 1/27/12

PROFESSIONAL SURVEYOR AND MAPPER, NO. 4982

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

1/17/12 Revised to correct scriber's error in description.

CHARLOTTE COUNTY SURVEYING AND MAPPING DEPT.	
APPROVED	SHEET 1 OF 1
REVISIONS	Rev. Jail_Bndry.dwg
Checked	Scale 1"=200'
Date	8/29/11
Drawn	P.J. No.

SKETCH TO ACCOMPANY DESCRIPTION
 Access Easement

THIS IS NOT A SURVEY

Proposed Surplus Jail Property
 Charlotte County Board of County Commissioners
 Parcel No. 35 Acre Parcel

This instrument prepared by:
Janette S. Knowlton, County Attorney
Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948

COUNTY DEED

THIS DEED, made this _____ day of _____, 2012
by Charlotte County, a political subdivision of the State of Florida, whose mailing
address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, Grantor, and
Cheney Bros. Inc., a Florida corporation, whose mailing address is One Cheney Way,
Riviera Beach, Florida 33404, Grantee;

WITNESSETH, that the Grantor, for and in consideration of the Agreement
entered into with Grantee on February 14, 2012, attached hereto as **Exhibit A**, conveys
to Grantee Grantor's reversionary interest in its deed of February 14, 2012, attached
hereto as **Exhibit B**, for the real property described in Exhibits A and B of said deed.

IN WITNESS WHEREOF, the said party of the first part has caused these
presents to be executed in its name by its Board of County Commissioners acting by
the Chairman of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Christopher G. Constance, Chairman

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Janette S. Knowlton, County Attorney
LR 11-1724

EXHIBIT "B"

This instrument prepared by:
Janette S. Knowlton, County Attorney
Administration Center
18500 Murdock Circle
Port Charlotte, Florida 33948

COUNTY DEED

THIS DEED, made this _____, day of _____, 2014
by CHARLOTTE COUNTY, a political subdivision of the State of Florida, whose mailing
address is 18500 Murdock Circle, Port Charlotte, Florida 33948-1094, Grantor, and
Cheney Bros. Inc., a Florida corporation, whose mailing address is One Cheney Way,
Riviera Beach, Florida 33404, Grantee;

WITNESSETH, that the Grantor, for and in consideration of the sum of \$10.00
(Ten and 00/100 Dollars) to it in hand paid by the Grantee, conveys to Grantee
Grantor's reversionary interest in its deed of February 14, 2012 as recorded in OR Book
3631 Pages 1971-1975 of the Public Records of Charlotte for the following described
land lying and being in Charlotte County, Florida:

As described in **Exhibit A** attached hereto.

IN WITNESS WHEREOF, the said party of the first part has caused these
presents to be executed in its name by its Board of County Commissioners acting by
the Chairman of said Board, the day and year aforesaid.

BOARD OF COUNTY COMMISSIONERS
OF CHARLOTTE COUNTY, FLORIDA

By: _____
Kenneth W. Doherty, Chairman

ATTEST:
Barbara T. Scott, Clerk of
Circuit Court and Ex-Officio
Clerk to the Board of County
Commissioners

By: _____

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

Janette S. Knowlton, County Attorney

EXHIBIT A

DESCRIPTION

A TRACT OR PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY, FLORIDA, WHICH TRACT OR PARCEL IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16 THENCE S01°01'25"W ALONG THE EAST LINE OF SAID SECTION 16 FOR A DISTANCE OF 1738.96 FEET TO THE POINT OF BEGINNING.
 FROM SAID POINT OF BEGINNING CONTINUE S01°01'25"W ALONG SAID EAST LINE FOR A DISTANCE OF 1102.20 FEET TO THE SOUTHEAST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1560 AT PAGE 1884 OF THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA; THENCE S89°16'19"W ALONG THE SOUTH LINE OF THE ABOVE DESCRIBED LANDS FOR A DISTANCE OF 1279.87 FEET TO THE EAST RIGHT OF WAY (ROW) LINE OF U.S. INTERSTATE 75 (STATE ROAD 93-324 FOOT WIDE ROW); THENCE N14°28'27"W ALONG SAID ROW LINE OF SAID INTERSTATE 75 FOR A DISTANCE OF 495.16 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 16; THENCE N00°42'39"E ALONG THE SAID WEST LINE OF SAID FRACTION FOR A DISTANCE OF 620.83 FEET; THENCE N88°16'16"E FOR A DISTANCE OF 1415.35 FEET TO THE POINT OF BEGINNING.
 PARCEL CONTAINS 35.005 ACRES, MORE OR LESS.

LEGEND

- (F) - FIELD MEASUREMENT
- (R) - RECORD MEASUREMENT
- F.D.O.T. - FLORIDA DEPARTMENT OF TRANSPORTATION
- R/W - RIGHT-OF-WAY
- L.B. - LICENSED SURVEY BUSINESS
- (C) - CALCULATED MEASUREMENT
- (D) - DEED MEASUREMENT

FOR THE EXCLUSIVE USE OF:

CHARLOTTE COUNTY BOARD OF COUNTY COMMISSIONERS

Steven L. Ford 1/17/12

STEVEN L. FORD - COUNTY SURVEYOR
 PROFESSIONAL SURVEYOR AND MAPPER, NO. 4682
 THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

Proposed Surplus Jail Property
 for
 Charlotte County Board of County Commissioners
 Parcel No. 35 Acres Parcel

THIS IS NOT A SURVEY

SKETCH TO ACCOMPANY DESCRIPTION

SEE SHEET 1 OF 2 FOR
 SKETCH,
 NOT VALID WITHOUT
 BOTH SHEETS.

1/17/12 Corrected Bearings on East Line of Section 16

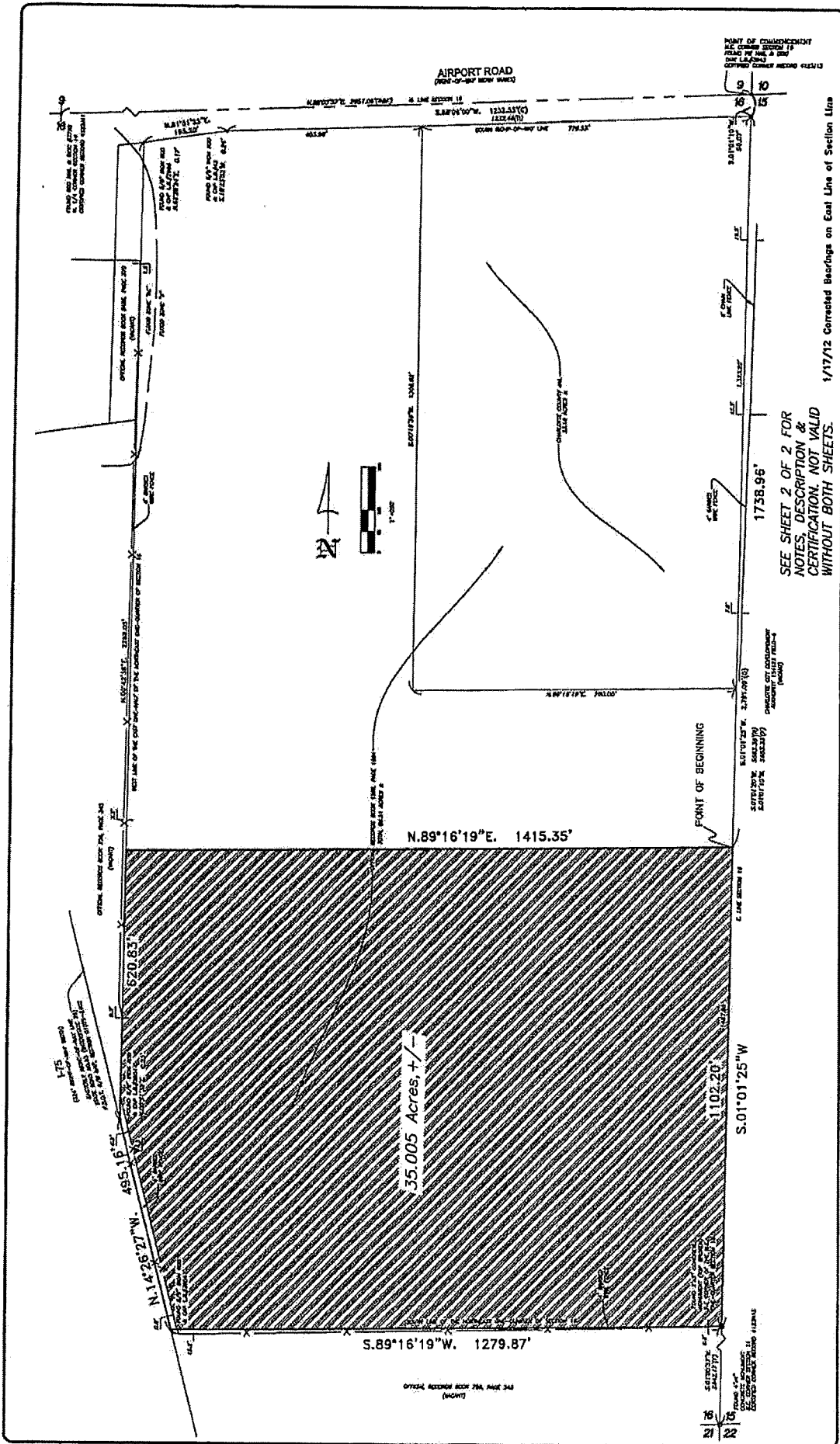
REFERENCES:

1. BOUNDARY AND TOPOGRAPHIC SURVEY OF AIRPORT ROAD TEMPORARY MOBILE HOME PARK, CHARLOTTE COUNTY, FLORIDA, DATED 09/02/04 AS PERFORMED BY WILSON/MILLER, INC. & SIGNED BY ALAN W. SADOWSKI, PROFESSIONAL SURVEYOR & MAPPER, FLORIDA REGISTRATION NO. 4800.
2. BOUNDARY AND TOPOGRAPHIC SURVEY OF CHARLOTTE COUNTY JAIL EXPANSION, CHARLOTTE COUNTY, FLORIDA, DATED 02/03/07 AS PERFORMED BY DRMP, INC. & SIGNED BY THIS SURVEYOR.

NOTES:

1. DATE OF LAST FIELD WORK: 02/03/07.
2. THIS SKETCH WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT SEARCH.
3. BOUNDARY SHOWN IS BASED ON FOUND MONUMENTATION AND LEGAL DESCRIPTION AS RECORDED IN OFFICIAL RECORDS BOOK 1884, PAGE 1884 AS RECORDED IN THE PUBLIC RECORDS OF CHARLOTTE COUNTY, FLORIDA.
4. THIS SKETCH MAKES NO REPRESENTATIONS AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
5. BEARINGS SHOWN HEREON ARE BASED ON THE EAST LINE OF SECTION 16, TOWNSHIP 41 SOUTH, RANGE 23 EAST, CHARLOTTE COUNTY FLORIDA TO BEAR S01°01'10"W.
6. NO IMPROVEMENTS, UTILITIES OR INTERIOR FENCES WERE LOCATED, EXCEPT AS SHOWN HEREON.
7. NO ENCROACHMENTS WERE LOCATED EXCEPT AS SHOWN HEREON.
8. PORTIONS OF SUBJECT PARCEL IS LOCATED IN FLOOD ZONE X AND AE WITH A BASE FLOOD ELEVATION OF 12.00 FEET N.C.V.D. 1929, ACCORDING TO THE F.L.R.M. COMMUNITY-MAP NO. 1201500242F, MAY 05, 2003.
9. DESCRIBED PARCEL CONTAINS 35.005 ACRES, MORE OR LESS.

ALL RIGHTS RESERVED		APPROVED	
Map No. 35-005	Scale 1"=200'	SHEET 2 OF 2	
Date 02/03/07	Proj. No.	REVISIONS	
Drawn by S.L.F.		By: Jell_Bondrydmg	
CHARLOTTE COUNTY SURVEYING AND MAPPING DEPT.			



SEE SHEET 2 OF 2 FOR NOTES, DESCRIPTION & CERTIFICATION. NOT VALID WITHOUT BOTH SHEETS.

1/17/12 Corrected Bearings on East Line of Section Line

CHARLOTTE COUNTY SURVEYING AND MAPPING DEPT. APPROVED	
Checked 1-2-2007	REVISIONS
Scale 1"=200'	SHEET 1 OF 2
Date 8/29/11	DES-Jail-Bdry.dwg
User SJF	P.L. No.

THIS IS NOT A SURVEY SKETCH TO ACCOMPANY DESCRIPTION

Proposed Surplus Jail Property
 for Charlotte County Board of County Commissioners
 Parcel No. 35 Acres +/-