

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

Blue Sheet No. 20030858

1. REQUESTED MOTION:

ACTION REQUESTED: Approve re-conveyance of a portion of a Viewers' Road located in Section 31, Township 43 South, Range 26 East and in Section 6, Township 44 South, Range 26 East; authorize Chairman to execute County Deed; authorize County Lands Division to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must approve all real estate conveyances by Lee County.

WHAT ACTION ACCOMPLISHES: Returns a Viewers' Road, not being used for intended purposes, to the adjacent owner.

**2. DEPARTMENTAL CATEGORY:
COMMISSION DISTRICT #**

C6P

3. MEETING DATE:

08-05-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:
(Specify)**

- STATUTE 255.22
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT Independent
 - C. DIVISION County Lands
 - BY: Karen L. W. Forsyth, Director
- 7-23-03*
KLF

7. BACKGROUND:

This Viewers' Road was created by the Board of County Commissioners on April 5, 1922 as referenced in County Commissioners Minute Book 5, page 182. The road was never constructed. According to staff, the County does not use, maintain, nor have any plans to construct a road on this property in the future.

The present owner of the adjacent parcels, 31-43-26-00-00016.0000 and 06-44-26-00-00001.0000, requesting this parcel be returned is Resource Conservation Properties, Inc., a Florida Corporation.

Florida Statutes §255.22 authorizes the County to re-convey property donated for a specific purpose if a request is received from an adjacent owner, and the County has not used the property for the purpose intended for a period of 60 consecutive months. A review of the documents concerning this parcel indicates the statutory requirements for re-conveyance have been met.

Staff recommends the Board approve the Requested Motion.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>				<i>John Forsyth 7-23-03</i>	OA <i>John 7-27-03</i>	OM <i>John 7-27-03</i>	Risk <i>John 7-27-03</i>	GC <i>John 7-27-03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *7/23/03*
 Time: *2:50 pm*
 Submitted To: *Co. Admin*
7/23/03 4:01

**RECEIVED BY
COUNTY ADMIN** *TD*
7/23/03
**COUNTY ADMIN
FORWARDED TO:** *OK*
7/29 4:10

This Instrument Prepared by:
PUBLIC WORKS/COUNTY LANDS DIVISION
Post Office Box 398
Fort Myers, Florida 33902-0398

STRAP No. Part of 06-44-26-00-00001.0000
and part of 31-43-26-00-00016.0000

**COUNTY DEED
(Statutory)**

THIS DEED, executed this ___ day of _____, 20 ____, by **LEE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, COUNTY, to **RESOURCE CONSERVATION PROPERTIES, INC. A FLORIDA CORPORATION** whose address is 9990 Coconut Road, Bonita Springs, FL 34135, Grantee.

WITNESSETH: The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

SEE ATTACHED EXHIBIT "A"

This transfer expressly includes any right or interest the County may hold under FS§270.11 with respect to petroleum, phosphate, metal or minerals in, on or under the subject parcel.

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

IN WITNESS WHEREOF the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

(OFFICIAL SEAL)

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

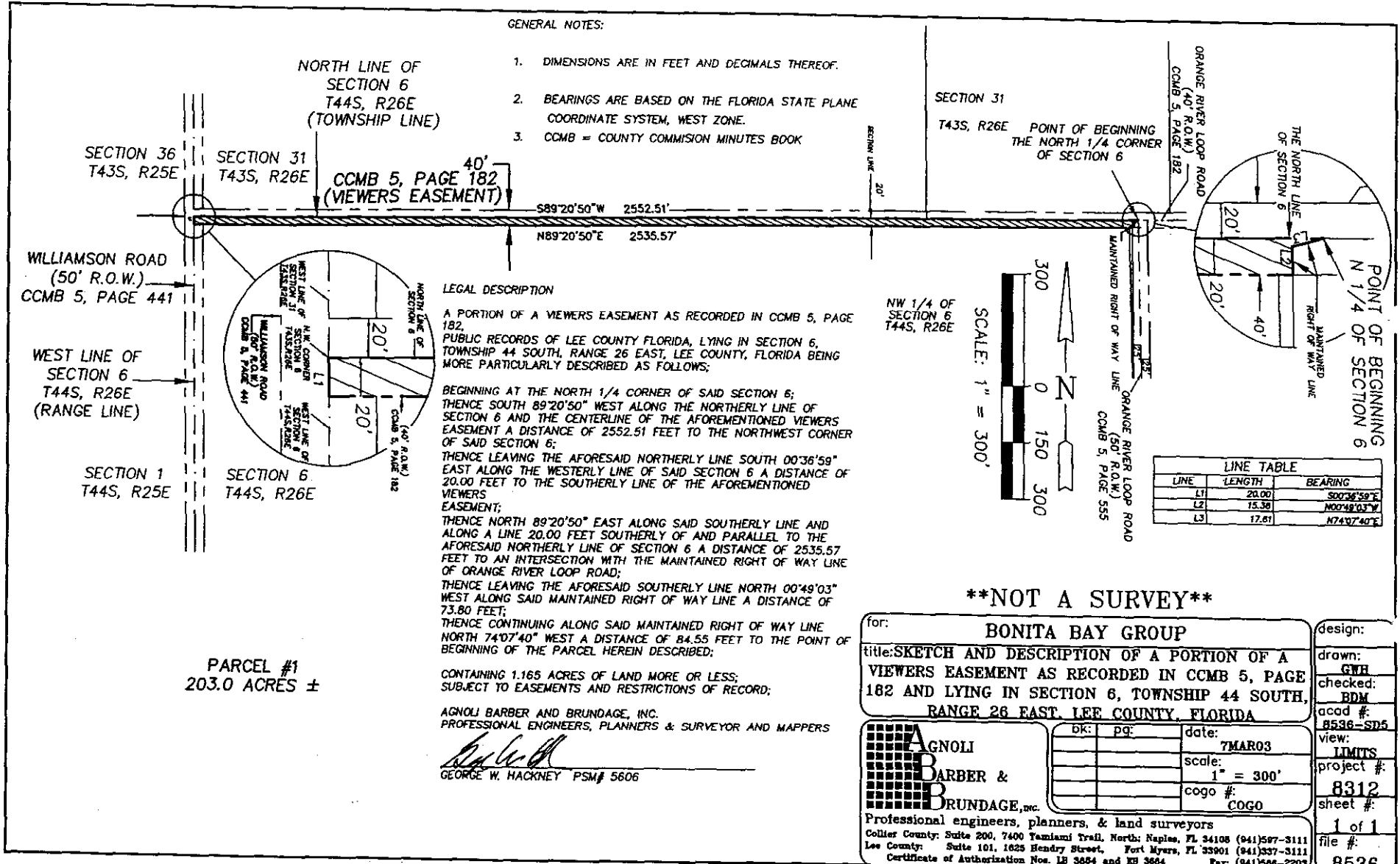
By: _____
Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney

GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE.
3. CCMB = COUNTY COMMISSION MINUTES BOOK



LEGAL DESCRIPTION

A PORTION OF A VIEWERS EASEMENT AS RECORDED IN CCMB 5, PAGE 182, PUBLIC RECORDS OF LEE COUNTY FLORIDA, LYING IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTH 1/4 CORNER OF SAID SECTION 6;
 THENCE SOUTH 89°20'50" WEST ALONG THE NORTHERLY LINE OF SECTION 6 AND THE CENTERLINE OF THE AFOREMENTIONED VIEWERS EASEMENT A DISTANCE OF 2552.51 FEET TO THE NORTHWEST CORNER OF SAID SECTION 6;
 THENCE LEAVING THE AFORESAID NORTHERLY LINE SOUTH 00°36'59" EAST ALONG THE WESTERLY LINE OF SAID SECTION 6 A DISTANCE OF 20.00 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED VIEWERS EASEMENT;
 THENCE NORTH 89°20'50" EAST ALONG SAID SOUTHERLY LINE AND ALONG A LINE 20.00 FEET SOUTHERLY OF AND PARALLEL TO THE AFORESAID NORTHERLY LINE OF SECTION 6 A DISTANCE OF 2535.57 FEET TO AN INTERSECTION WITH THE MAINTAINED RIGHT OF WAY LINE OF ORANGE RIVER LOOP ROAD;
 THENCE LEAVING THE AFORESAID SOUTHERLY LINE NORTH 00°49'03" WEST ALONG SAID MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 73.80 FEET;
 THENCE CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE NORTH 74°07'40" WEST A DISTANCE OF 84.55 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

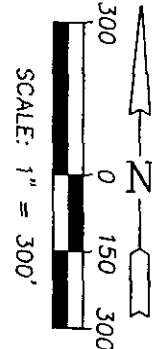
CONTAINING 1.165 ACRES OF LAND MORE OR LESS;
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;

AGNOLI BARBER AND BRUNDAGE, INC.
 PROFESSIONAL ENGINEERS, PLANNERS & SURVEYOR AND MAPPERS

George W. Hackney
 GEORGE W. HACKNEY PSM# 5606

PARCEL #1
 203.0 ACRES ±

NW 1/4 OF SECTION 6
 T44S, R26E

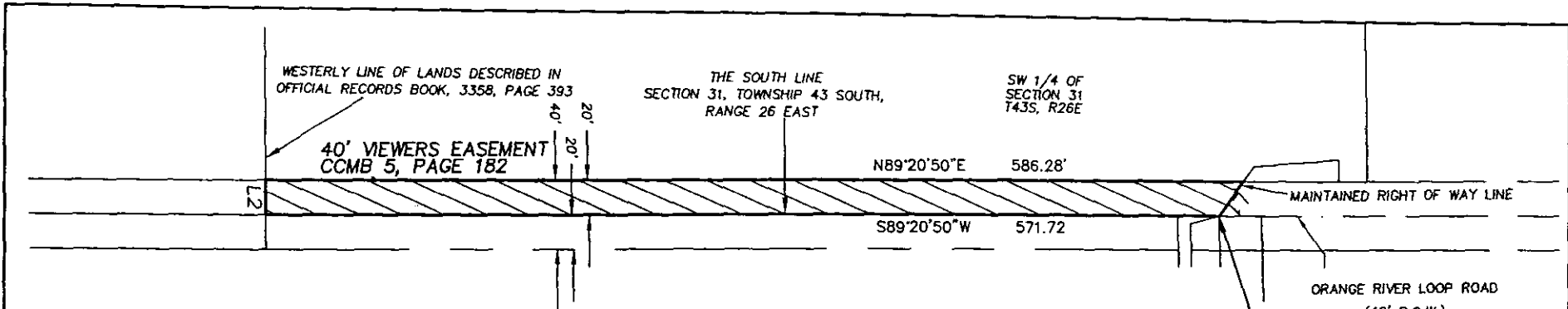


LINE	LENGTH	BEARING
L1	20.00	S00°36'59"E
L2	15.36	N00°49'03"W
L3	17.61	N74°07'40"E

****NOT A SURVEY****

for: BONITA BAY GROUP		design:
title: SKETCH AND DESCRIPTION OF A VIEWERS EASEMENT AS RECORDED IN CCMB 5, PAGE 182 AND LYING IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA		drawn: GWH
AGNOLI BARBER & BRUNDAGE, INC.		checked: BDM
bk: _____	pg: _____	acad #: 8536-SD5
date: 7MAR03		view: LIMITS
scale: 1" = 300'		project #: 8312
cogo #: COGO		sheet #: 1 of 1
Professional engineers, planners, & land surveyors		file #: 8536
Collier County: Suite 200, 7400 Tamiami Trail, North, Naples, FL 34108 (941)597-3111		
Lee County: Suite 101, 1625 Hendry Street, Fort Myers, FL 33901 (941)337-3111		
Certificate of Authorization Nos. LB 3684 and EB 3684 Fax: (941)566-2203		

Exhibit "A"
Page 2 of 2



LEGAL DESCRIPTION

A PORTION OF A VIEWERS EASEMENT AS RECORDED IN CCMB 5, PAGE 182, PUBLIC RECORDS OF LEE COUNTY FLORIDA, LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

LINE TABLE		
LINE	LENGTH	BEARING
L1	24.75	S35°26'33"W
L2	20.00	N00°36'37"W

BEGINNING AT THE NORTH 1/4 CORNER OF SECTION 6, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA;
 THENCE SOUTH 89°20'50" WEST ALONG THE CENTERLINE OF THE AFOREMENTIONED VIEWERS EASEMENT SAID LINE ALSO BEING THE SOUTHERLY LINE OF THE AFOREMENTIONED SECTION 31 A DISTANCE OF 571.72 FEET TO A POINT 660.00 FEET WESTERLY OF THE SOUTH 1/4 CORNER OF SAID SECTION 31;
 THENCE LEAVING THE AFORESAID SOUTHERLY LINE NORTH 00°36'37" WEST ALONG THE WESTERLY BOUNDARY OF THAT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 3358, PAGE 393, PUBLIC RECORDS OF LEE COUNTY FLORIDA, A DISTANCE OF 20.00 FEET TO THE NORTHERLY LINE OF THE AFOREMENTIONED VIEWERS EASEMENT;
 THENCE NORTH 89°20'50" EAST ALONG SAID NORTHERLY LINE AND ALONG A LINE 20.00 FEET NORTHERLY OF AND PARALLEL TO THE AFORESAID SOUTHERLY LINE OF SECTION 31 A DISTANCE OF 586.28 FEET TO AN INTERSECTION WITH THE MAINTAINED RIGHT OF WAY LINE OF ORANGE RIVER LOOP ROAD;
 THENCE LEAVING THE AFORESAID NORTHERLY LINE SOUTH 35°26'33" WEST ALONG SAID MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 24.75 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

CONTAINING 0.266 OF AN ACRE OF LAND MORE OR LESS;
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;

AGNOLI BARBER AND BRUNDAGE, INC.
 PROFESSIONAL ENGINEERS, PLANNERS & SURVEYOR AND MAPPERS

George W. Hackney
 GEORGE W. HACKNEY PSM# 5606

GENERAL NOTES:

1. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, WEST ZONE.
3. CCMB = COUNTY COMMISSION MINUTES BOOK



****NOT A SURVEY****

for: BONITA BAY GROUP			design:
title: SKETCH AND DESCRIPTION OF A PORTION OF RIGHT OF WAY ALONG ORANGE RIVER LOOP ROAD IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA			drawn: GWH
			checked: BDM
bk:	pg:	date: 7MAR03	acad #: 8536-SD6
scale: 1" = 75'			view: LIMITS
cogo #: COGO			project #: 8312
Professional engineers, planners, & land surveyors			sheet #: 1 of 1
Collier County: Suite 200, 7400 Tamiami Trail, North, Naples, FL 34108 (941)697-3111			file #: 8536
Lee County: Suite 101, 1825 Hendry Street, Fort Myers, FL 33901 (941)337-3111			
Certificate of Authorization Nos. LB 3664 and EB 3664 Fax: (941)566-2203			

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

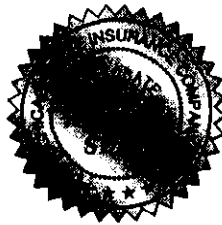
IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

WINDELS MARX LANE &
MITTENDORF, LLP
9990 Coconut Road, Suite 101
Bonita Springs, FL 34135-8488

(239) 947-7450

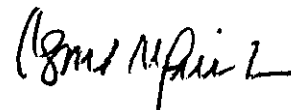


Authorized Signatory



CHICAGO TITLE INSURANCE COMPANY

By:



President

By:

ATTEST



Secretary

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A**

Office File Number

Effective Date
March 25, 2003
at 8:00 AM

Commitment Number

1. Policy or Policies to be issued:

OWNER'S POLICY (10-17-92)
with Florida Modifications
Proposed Insured:

To be determined

Lee County, a political subdivision

2. The estate or interest in the land described or referred to in this Commitment and covered herein is fee simple, and title thereto is at the effective date hereof vested in:

Resource Conservation Properties, Inc. a Florida corporation

3. The Land is described as follows:

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST ¼ OF SAID SECTION 6; THENCE SOUTH 89° 11'43" WEST ALONG THE NORTH LINE OF SAID SOUTHWEST ¼ A DISTANCE OF 25.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF ORANGE RIVER LOOP ROAD (CCMB 5, PAGE 555) AND THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE LEAVING THE AFORESAID NORTHERLY LINE NORTH 01° 25'06" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 1875.57 FEET TO AN INTERSECTION WITH THE MAINTAINED RIGHT OF WAY LINE OF SAID ORANGE RIVER LOOP ROAD; THENCE LEAVING THE AFORESAID WESTERLY RIGHT OF WAY LINE SOUTH 00° 49'03" EAST ALONG SAID MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 2809.38 FEET; THENCE CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE SOUTH 13° 01'15" WEST A DISTANCE OF 152.00 FEET; THENCE CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE SOUTH 30° 36'03" WEST A DISTANCE OF 39.95 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF ORANGE RIVER BOULEVARD; THENCE LEAVING THE AFORESAID MAINTAINED RIGHT OF WAY LINE SOUTH 79° 56'14" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 90.46 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED WESTERLY RIGHT OF WAY LINE OF ORANGE RIVER LOOP ROAD (CCMB 5, PAGE 555); THENCE LEAVING THE AFORESAID NORTHERLY RIGHT OF WAY LINE NORTH 01° 25'24" WEST ALONG SAID WESTERLY RIGHT OF WAY LINE A DISTANCE OF 1132.73 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

)
ALSO

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A**

COMMENCING AT THE NORTH 1/4 CORNER OF SECTION 6, TOWNSHIP 44 SOUTH RANGE 26 EAST; THENCE NORTH 89° 20'50" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 6 A DISTANCE OF 15.47 FEET; THENCE LEAVING SAID NORTHERLY LINE NORTH 00° 39'10" WEST A DISTANCE OF 20.00 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ORANGE RIVER LOOP ROAD (CCMB 5, PAGE 182) AND THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE NORTH 89° 20'50" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 55.98 FEET TO AN INTERSECTION WITH THE MAINTAINED RIGHT OF WAY LINE OF SAID ORANGE RIVER LOOP ROAD; THENCE LEAVING THE AFORESAID NORTHERLY RIGHT OF WAY LINE NORTH 0° 44'23" EAST ALONG SAID MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 12.74 FEET; THENCE CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE SOUTH 84° 52'55" WEST A DISTANCE OF 49.22 FEET; THENCE CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE SOUTH 37° 04'13" WEST A DISTANCE OF 11.27 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTHERLY LINE OF SECTION 6 AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

ALSO

A PARCEL OF LAND LYING IN SECTION 6, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT THE NORTHWEST CORNER OF SECTION 6 TOWNSHIP 44 SOUTH RANGE 26 EAST; THENCE NORTH 89° 20'50" EAST ALONG THE NORTHERLY LINE OF SAID SECTION 6 A DISTANCE OF 25.00 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF WILLIAMSON ROAD (CCMB5, PAGE 441) AND THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED; THENCE LEAVING THE AFORESAID NORTHERLY LINE SOUTH 00° 36'59" EAST ALONG SAID EASTERLY RIGHT OF WAY LINE A DISTANCE OF 2643.90 FEET TO AN INTERSECTION WITH THE NORTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 6; THENCE CONTINUING ALONG SAID EASTERLY RIGHT OF WAY LINE SOUTH 01° 08'05" EAST A DISTANCE OF 643.66 FEET TO AN INTERSECTION WITH THE NORTHERLY RIGHT OF WAY LINE OF ORANGE RIVER BOULEVARD; THENCE LEAVING THE AFORESAID EASTERLY RIGHT OF WAY LINE SOUTH 79° 56'14" EAST ALONG SAID NORTHERLY RIGHT OF WAY LINE A DISTANCE OF 7.98 FEET TO AN INTERSECTION WITH THE MAINTAINED RIGHT OF WAY OF WILLIAMSON ROAD; THENCE LEAVING THE AFORESAID NORTHERLY RIGHT OF WAY LINE NORTH 0° 59'28" WEST ALONG SAID MAINTAINED RIGHT OF WAY LINE A DISTANCE OF 645.01 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTH LINE OF THE SOUTHWEST 1/4 OF SECTION 6; THENCE CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE NORTH 0° 59'28" WEST A DISTANCE OF 400.02 FEET; THENCE CONTINUING ALONG SAID MAINTAINED RIGHT OF WAY LINE NORTH 00° 36'59" WEST A DISTANCE OF 2243.89 FEET TO AN INTERSECTION WITH THE AFOREMENTIONED NORTHERLY LINE OF SECTION 6; THENCE LEAVING THE AFORESAID MAINTAINED RIGHT OF WAY LINE SOUTH 89° 20'50" WEST ALONG SAID NORTHERLY LINE A DISTANCE OF 6.82 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE A**

Note: This Commitment consists of insert pages labeled in Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 1**

Commitment Number

- I. The following are requirements to be complied with:
- 1 Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - a) Warranty Deed from Resource Conservation Properties, Inc., a Florida corporation to the Proposed Insured, conveying the land described in Schedule A. (NOTE: If the proposed instrument of conveyance is to be executed by an Officer other than a Chief Executive Officer, President or Vice President, a certified Resolution authorizing said Officer to sign on behalf of the corporation must be recorded.)
 - 2 Payment of the full consideration to, or for the account of, the grantors or mortgagors.
 - 3 Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
 - 4 Satisfactory evidence must be furnished showing that Resource Conservation Properties, Inc. a corporation organized under the laws of Florida, is currently in good standing in that state.
 - 5 Production of a Resolution of the Board of Directors of Resource Conservation Properties, Inc., authorizing and approving the conveyance/mortgage of the land described in Schedule A to the Proposed Insured.
 - 6 Partial release of the Mortgage from David L. Cook, Trustee under that certain Land Trust Agreement dated as of April 20, 2000 to John J. Nevins, as Bishop of the Diocese of Venice, dated February 1, 2001, recorded February 1, 2001, in Official Records Book 3358, Page 3907, of the Public Records of Lee County, Florida, in the original principal amount of \$1,248,000.00.

NOTE: The original note secured by the above described mortgage must be produced and cancelled.
 - 7 Partial release of the Mortgage, Assignment of Rent and Profits and Security Agreement from David L. Cook, Trustee under that certain Land Trust Agreement dated as of April 20, 2000 to SunTrust Bank, dated January 29, 2001, recorded February 1, 2001, in Official Records Book 3358, Page 3914 and Amendment recorded in Official Records Book 3401, Page 4131, of the Public Records of Lee County, Florida.

NOTE: The original note secured by the above described mortgage must be produced and cancelled.
 - 8 Partial release of the Mortgage from David L. Cook, Trustee under that certain Land Trust Agreement dated as of April 20, 2000 to The Estate of Edith M. Wheeler, dated February 1, 2001, recorded February 1, 2001 recorded in Official Records Book 3358, Page 3937, of the Public Records of Lee County, Florida, in the original principal amount of \$336,000.00. Assignment of Mortgage to Michelle Wheeler Ferguson, as to undivided 1/2 interest and Kenneth Russell Wheeler, III, as to undivided 1/2 interest, recorded in Official Records Book 3358, Page 3941, Public Records of Lee County, Florida.

NOTE: The original note secured by the above described mortgage must be produced and cancelled.
 - 9 Partial release of the Mortgage, Assignment of Rents and Profits, and Security Agreement from David L. Cook, Trustee under Land Trust Agreement dated as of April 20, 2000 to SunTrust Bank, dated January

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 1**

29, 2001 and recorded February 1, 2001, in Official Records Book 3358, Page 3967 and Amendment recorded in Official Records Book 3401, Page 4125, of the Public Records of Lee County, Florida.

NOTE: The original note secured by the above described mortgage must be produced and cancelled.

- 10 Satisfactory evidence should be had that improvements and/or repairs or alterations thereto are completed; that contractor, subcontractors and materialmen are all paid.
- 11 The title policy, when issued pursuant to this commitment, will delete Standard Exception No. 2 (a) relating to rights or claims of parties in possession not shown by the public records, if at closing the Owner signs an affidavit affirming that there is no person in possession of the property or with a claim of possession to the property, which Affidavit is acceptable to CHICAGO TITLE INSURANCE COMPANY.
- 12 The title policy, when issued pursuant to this commitment, will delete Standard Exceptions 2 (b) and (c) relating to matters of survey and unrecorded easements, if prior to closing the Company is furnished with a survey prepared by a registered Florida land surveyor dated no more than 90 days prior to the closing date of subject transaction, certified to the Proposed Insured(s), CHICAGO TITLE INSURANCE COMPANY, and all other parties in interest, meeting the minimum standards for land surveys as set forth in Chapter 472.027, Florida Statutes or in Chapter 61G-17.6, Florida Administrative Code; subject to all matters disclosed by said survey. Said survey must locate all easements listed in Schedule B - Section 2 hereof, as well as all improvements located on the land. In addition, the Company will require completion by the surveyor of CHICAGO TITLE INSURANCE COMPANY Surveyor's Report Form No. 3061. The title policy will be subject to all matters shown on said report.
- 13 The title policy, when issued pursuant to this commitment, will delete Standard Exception No. 2 (d) relating to any lien or right to lien for services, labor or material furnished, which is imposed by law and not shown by the public records, if at closing the Owner signs an affidavit acceptable to CHICAGO TITLE INSURANCE COMPANY affirming that no improvements have been made to the property within the past ninety (90) days for which payment has not been made in full.
- 14 The title policy, when issued pursuant to this commitment, will delete Standard Exception No. 2 (e) upon the Company being provided with satisfactory proof that there are no outstanding taxes, charges or special assessments which are not shown as existing liens by the public records.
- 15 The actual value of the estate or interest to be insured must be disclosed to the Company, and subject to approval by the Company, entered as the amount of the Policy to be issued. Until the amount of the Policy to be issued shall be determined and entered as aforesaid, it is agreed that as between the Company, the applicant for this Commitment, and every person relying on this Commitment, the Company cannot be required to approve any such evaluation in excess of \$100,000.00, and the total liability of the Company on account of this Commitment shall not exceed said amount.

**A.L.T.A. COMMITMENT
CHICAGO TITLE INSURANCE COMPANY
SCHEDULE B - Section 2**

Commitment Number

- II. Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company.
- 1 Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
 - 2 Standard Exceptions:
 - a. Rights or claims of parties in possession not shown by the Public Records.
 - b. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - c. Easements, or claims of easements, not shown by the Public Records.
 - d. Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
 - e. Taxes or special assessments which are not shown as existing liens by the Public Records.
 - f. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.
 - g. Taxes and assessments for the year 2003 and subsequent years.
 - 3 Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.
 - 4 Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.
 - 5 Notice of Clearing recorded in Official Records Book 2336, Page 1543, Public Records of Lee County, Florida.
 - 6 Road Rights of Way as set forth in County Commissioner's Minute Book 5, Page 182, County Commissioner's Minute Book 5, Page 441 and County Commissioner's Book 5, Page 555, Public Records of Lee County, Florida.

NOTE: On loan policies, junior and subordinate matters, if any, will not be reflected in Schedule B.

STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) 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; (5) taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

**AMERICAN LAND
TITLE ASSOCIATION
STANDARD FORM
COMMITMENT**

