

Lee County Board of County Commissioners
Agenda Item Summary

DATE CRITICAL
Blue Sheet No.20041658

1. **REQUESTED MOTION:**

ACTION REQUESTED: Accept six warranty deeds for segments of Sandy Lane right-of-way between the Eastern Railroad right-of-way boundary and Corkscrew Road; approve impact fee credits in the total amount of \$1,262,206.80; authorize the County Attorney's Office to accept and record documents related to the right-of-way transaction.

WHY ACTION IS NECESSARY: Florida Statutes requires Board acceptance of land transfers to the County.

WHAT ACTION ACCOMPLISHES: It satisfies the requirements related to the transfer of land to support construction of Sandy Lane right-of-way in accordance with the Coconut Point DRI Development Order and Development Agreement.

2. **DEPARTMENTAL CATEGORY:**
COMMISSION DISTRICT # 3

C12D

3. **MEETING DATE:**

12-21-2004

4. **AGENDA:**

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

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

- STATUTE
- ORDINANCE
- ADMIN. CODE
- OTHER DRI
- Development Agreement

6. **REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT County Attorney
- C. DIVISION Land Use
- BY: Dawn Perry-Lehnert 12/6/04
Assistant County Attorney

7. **BACKGROUND:** The Board approved the Coconut Point DRI Development Order on October 21, 2001 and the related Development Agreement on February 24, 2004. The documents required the developer to dedicate unencumbered fee title to the land necessary to support construction of Sandy Lane through the DRI boundary.

Continued on Page 2

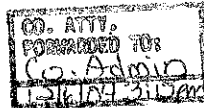
8. **MANAGEMENT RECOMMENDATIONS:**

9. **RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
N/A	N/A	N/A	N/A	<i>James Jones</i>	OA	OM	RISK	GC	<i>12/8/04</i>
					<i>rk</i>	<i>rk</i>	<i>rk</i>	<i>rk</i>	

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER



RECEIVED BY COUNTY ADMIN: <i>rk</i>
12/6/04
9:30 PM
COUNTY ADMIN FORWARDED TO:
12/8/04
11:30 am 507

The applicants have met the impact fee requirements set forth in LDC Chapter 2 and the Coconut Point DRI Development Agreement.

- Parcel #1: Grantor: Stephanie Miller, Trustee of the Sandy Lane Partnership S.E. Land Trust Agreement
dated February 14, 2000
Value/credits: \$370,751.40
- Parcel #2: Grantor: Stephanie Miller, Trustee under Land Trust dated March 21, 1997
Value/credits: \$303,613.20
- Parcel #3: Grantor: Stephanie Miller, Trustee under Land Trust dated January 9, 2004
Value/credits: \$30,492.00
- Parcel #4: Grantor: Stephanie Miller, Trustee under Land Trust dated March 21, 1997
Value/credits: \$344,777.40
- Parcel #5: Grantor: Christ Community Ministries, Inc.
Value/credits: \$114,562.80
- Parcel #6: Grantor: DMM Development Limited Partnership
Value/credits: \$98,010.00

This request has been reviewed by the Lee County Department of Transportation and Lee County Lands and approval is recommended.

Attachments:

1. County Lands Appraisal Report applicable to all 6 parcels
2. Warranty deeds
3. Title commitments with endorsements

MEMORANDUM

FROM

COUNTY LANDS

2004 APR 14 PM 4:00
RECEIVED BY
LEE CO. ATTORNEYS

Date: April 13, 2004

To Dawn Perry-Lehnert
Assistant County Attorney

From: Karen L. W. Forsyth
Karen L. W. Forsyth
Director of County Lands

RE: APPRAISAL REVIEW

Project: Sandy Lane Extension – Road Impact Credit

Owner: Stephanie Miller, Trustee (per 2004 Lee County Property Appraiser GIS data).

Date of Valuation: August 18, 2003

Date of Review: April 13, 2004

- I. **Identification of the Reports Being Reviewed:** The report being reviewed is a summary appraisal report prepared by Ted A. Dickey, MAI, of the appraisal firm of Diversified Appraisal, Inc. The report is identified by the appraiser as Job #080303 – Corkscrew Road and Sandy Lane.
- II. **Purpose:** The purpose of the appraisal was to estimate the market value of the subject property.

Market Value is defined as:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.”¹

Subject’s legal description, Exhibit “A”, is attached hereto and made a part hereof.

III. Function: The function of the appraisal is to serve as a basis for determining roadway impact fee credits to be granted by Lee County, in exchange for ± 4.77 acres (or 207,619 s.f.) for roadway.

IV. Interest Appraised: The interest appraised is the fee simple interest.

V. Valuation:

1. Parent Tract, as of February 6, 2004 ² (39.39 acres X \$5.00/sq. ft. – 1,715,828 sq.ft.)	\$8,579,000
2. Subject Parcel (207,619 acres X \$5.00/sq.ft.)	\$1,038,095

The estimate value is approved at \$1,038,095

¹Standards of Professional Appraisal, Practice of the Appraisal Institute.

²Parent Tract area calculation based upon the Master Concept Plan for Estero Town Center.

cc: Andy Getch

ASSUMPTIONS AND LIMITING CONDITIONS

1. The review report attached hereto is based on data and information contained in the appraisal report that is the subject of this review as well as additional information from other sources that may be applicable.
2. It is assumed that the data and information are factual and accurate.
3. The reviewer reserves the right to consider any additional data or information that may subsequently become available to her and to revise her opinions and conclusions if such data and information indicate the need for such change.
4. All of the assumptions and limiting conditions contained in the appraisal report that is the subject of this review are also conditions of this review unless otherwise stated.
5. **It is assumed fee simple interest will be conveyed to the County, subject only to zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area and of record.**
6. **It is assumed that all parcels making up the parent tract will be included within the Master Concept Plan of Estero Town Center. Further, it is assumed that Estero Town Center will receive its necessary zoning.**

TRASK ASSOCIATES, INC.

s u r v e y o r s

(239)694-2335 phone
(239)694-2355 fax
ktrask@traskassociates.com

Florida Licensed Business No. LB7136

11543 Charlies Terrace
Fort Myers, FL 33907

DESCRIPTION OF A PARCEL
LYING IN SECTION 34, T-46-S, R-25-E,
LEE COUNTY, FLORIDA.

(SANDY LANE PARCEL ONE)

A PARCEL OR TRACT OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3844, PAGE 4566, LEE COUNTY PUBLIC RECORDS, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER (W.1/4) CORNER OF SAID SECTION 34; THENCE N.01°10'57"W., ALONG THE WEST LINE OF SAID SECTION 34, FOR 1221.29 FEET TO THE SOUTH RIGHT OF WAY LINE OF CORKSCREW ROAD; THENCE N.89°36'12"E., ALONG SAID RIGHT OF WAY LINE, FOR 50.00 FEET; THENCE S.01°10'57"E., FOR 1082.96 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1500.00 FEET, A CENTRAL ANGLE OF 05°18'22", A CHORD BEARING OF S.03°50'07"E. AND A CHORD LENGTH OF 138.86 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 138.91 FEET; THENCE S.89°53'59"W., ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 34, FOR 56.44 FEET TO THE POINT OF BEGINNING.

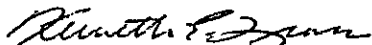
PARCEL CONTAINS 61665 SQUARE FEET OR 1.42 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SAID SECTION 34 AS BEARING N.01°10'57"W.

PARCEL SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

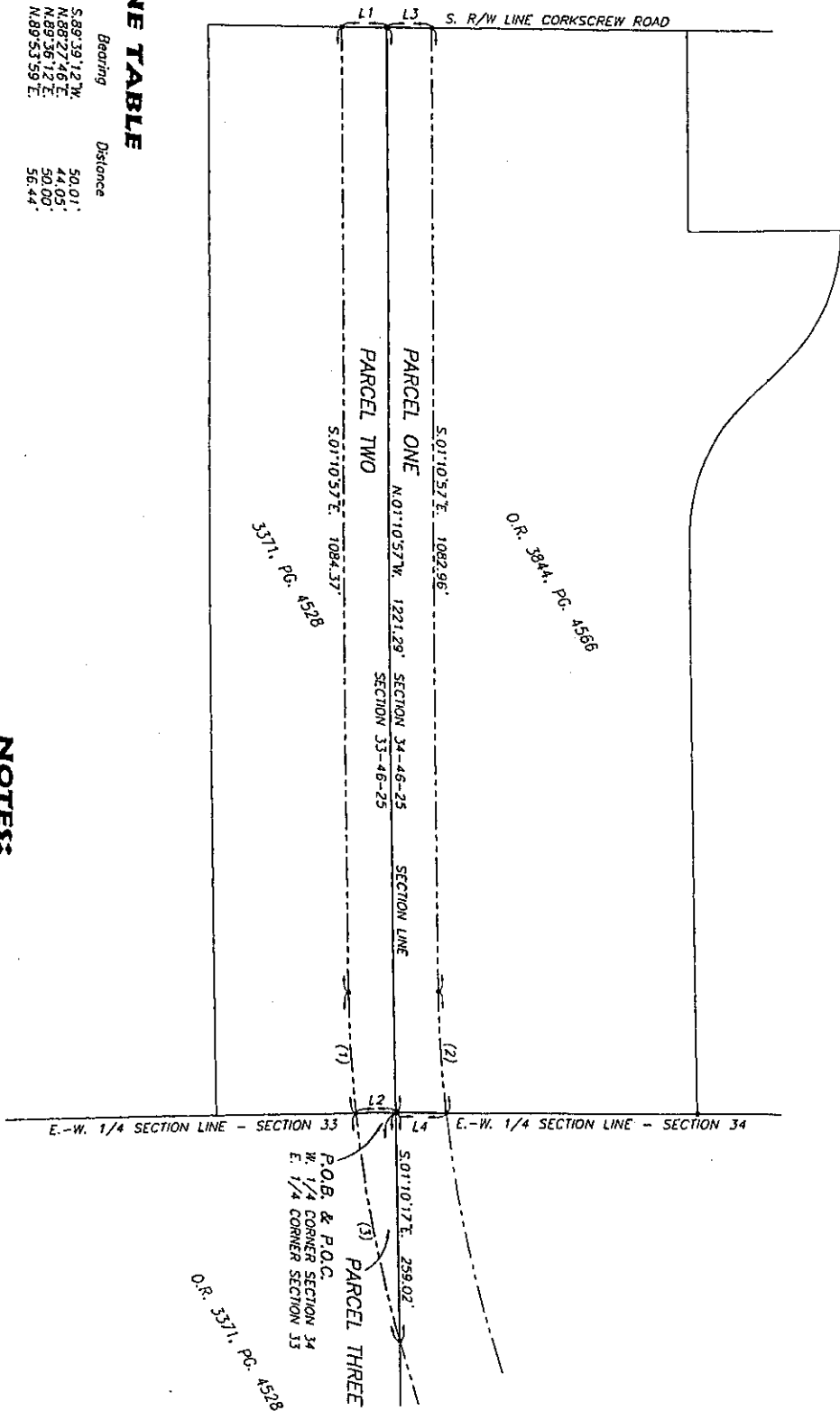
TRASK ASSOCIATES, INC.

JANUARY 12, 2003



KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. LS4684

Exhibit "A"



LINE TABLE

Line	Bearing	Distance
L1	S 89° 19' 12" W	50.01'
L2	N 89° 27' 46" E	44.06'
L3	N 89° 36' 12" E	50.00'
L3	N 89° 53' 59" E	56.44'

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	1600.00'	04° 56' 42"	138.09'	69.09'	138.05'	S 03° 19' 18" E
2	1500.00'	05° 18' 22"	138.91'	69.50'	138.86'	N 03° 30' 02" W
3	1600.00'	09° 24' 34"	262.76'	131.68'	262.46'	N 10° 29' 55" W

NOTES:
 THIS IS NOT A BOUNDARY SURVEY.
 O.R. OFFICIAL RECORDS BOOK
 P.B. PLAT BOOK
 P.C. PAGE
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT

<p>SKETCH OF PARCELS LYING IN SECTIONS 33 & 34, T-46-S, R-25-E, LEE COUNTY, FLORIDA.</p>	<p>TRASK ASSOCIATES, INC. SURVEYORS</p> <p>11543 CHARLES TERRACE FORT MYERS, FLORIDA 33905 941-694-2335</p> <p>FLORIDA LICENSED BUSINESS NO. LB7136</p>	<p><i>Kenneth E. Trask</i> KENNETH E. TRASK PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. LS4684</p> <p>1-21-04 DATE SIGNED:</p>
<p>DATE: 1-12-04 SCALE: 1"=150' DRAWN BY: KT CHECKED BY: 33-46-25 JOB NO: 0324 SHEET 3 OF 3</p>		

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ktrask@traskassociates.com

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Florida Licensed Business No. LB7136

11543 Charlies Terrace
Fort Myers, FL 33907

DESCRIPTION OF A PARCEL
LYING IN SECTION 33, T-46-S, R-25-E,
LEE COUNTY, FLORIDA.

(SANDY LANE PARCEL TWO)

A PARCEL OR TRACT OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3371, PAGE 4528, LEE COUNTY PUBLIC RECORDS, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E.1/4) CORNER OF SAID SECTION 33; THENCE N.01°10'57"W., ALONG THE EAST LINE OF SAID SECTION 33, FOR 1221.29 FEET TO THE SOUTH RIGHT OF WAY LINE OF CORKSCREW ROAD; THENCE S.89°39'12"W., ALONG SAID RIGHT OF WAY LINE, FOR 50.01 FEET; THENCE S.01°10'57"E., FOR 1084.37 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 04°56'42", A CHORD BEARING OF S.03°39'18"E. AND A CHORD LENGTH OF 138.05 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 138.09 FEET; THENCE N.88°27'46"E., ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 33, FOR 44.05 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 60817 SQUARE FEET OR 1.40 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE EAST LINE OF SAID SECTION 33 AS BEARING N.01°10'57"W.

PARCEL SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

TRASK ASSOCIATES, INC.

JANUARY 12, 2003

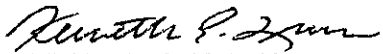
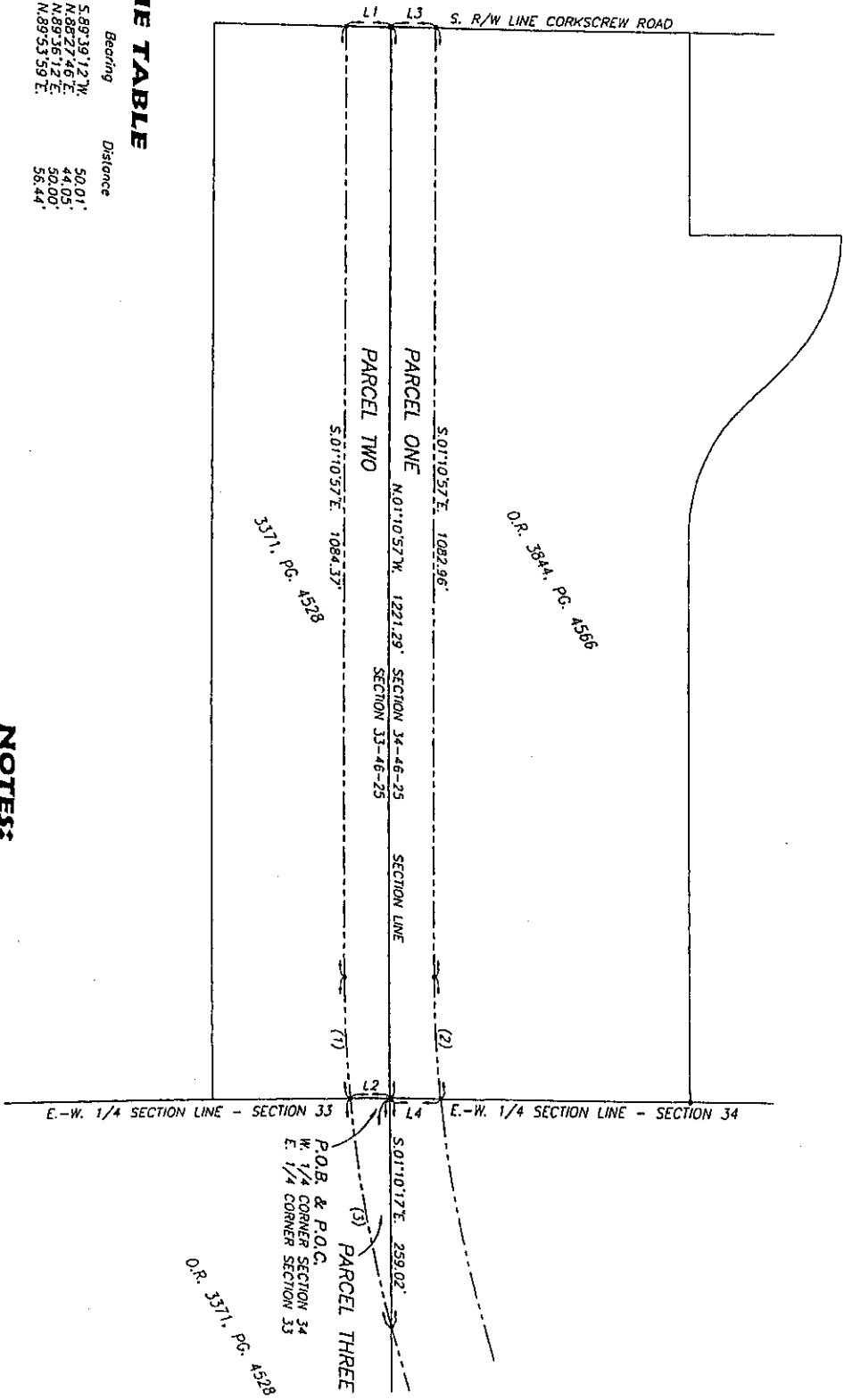
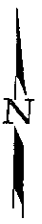

KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. LS4684

Exhibit "A"



LINE TABLE

Line	Bearing	Distance
L1	S. 89° 19' 12" W	50.01'
L2	N. 88° 27' 46" E	4.05'
L3	N. 89° 36' 12" E	50.00'
L3	N. 89° 33' 59" E	56.44'

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	1800.00'	04° 56' 42"	138.09'	69.09'	138.05'	S. 03° 39' 18" E
2	1300.00'	05° 18' 22"	138.91'	69.50'	138.86'	N. 03° 29' 02" W
3	1800.00'	09° 24' 34"	262.76'	131.68'	262.46'	N. 10° 29' 35" W

NOTES:
 THIS IS NOT A BOUNDARY SURVEY.
 O.R. OFFICIAL RECORDS BOOK
 P.B. PLAT BOOK
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<p>SKETCH</p> <p>OF PARCELS LYING IN SECTIONS 33 & 34, T-46-S, R-25-E, LEE COUNTY, FLORIDA.</p>	<p>TRASK ASSOCIATES, INC. SURVEYORS</p> <p>11543 CHARLES TERRACE FORT MYERS, FLORIDA 33905 941-694-2335</p> <p>FLORIDA LICENSED BUSINESS NO. LB7136</p>	<p><i>Kenneth E. Trask</i> KENNETH E. TRASK PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. LS4684</p> <p>1-21-04 DATE SIGNED:</p>
<p>DATE: 1-12-04 SCALE: 1"=150' DRAWN BY: KT CHECKED BY: KT S.F.R. 33-46-25 T&E NO. 0324</p>	<p>CLIENT: ? INC. ?</p>	

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DESCRIPTION OF A PARCEL
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LEE COUNTY, FLORIDA.

(SANDY LANE PARCEL THREE)

A PARCEL OR TRACT OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3371, PAGE 4528, LEE COUNTY PUBLIC RECORDS, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE EAST QUARTER (E.1/4) CORNER OF SAID SECTION 33; THENCE S.01°10'17"E., ALONG THE EAST LINE OF SAID SECTION 33, FOR 259.02 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 1600.00 FEET, A CENTRAL ANGLE OF 09°24'34", A CHORD BEARING OF N.10°49'55"W. AND A CHORD LENGTH OF 262.46 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 262.76 FEET; THENCE N.88°27'46"E., ALONG THE EAST-WEST QUARTER SECTION LINE OF SAID SECTION 33, FOR 44.05 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6648 SQUARE FEET OR 0.15 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SAID SECTION 34 AS BEARING N.01°10'57"W.

PARCEL SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

TRASK ASSOCIATES, INC.

JANUARY 12, 2003

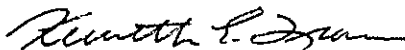
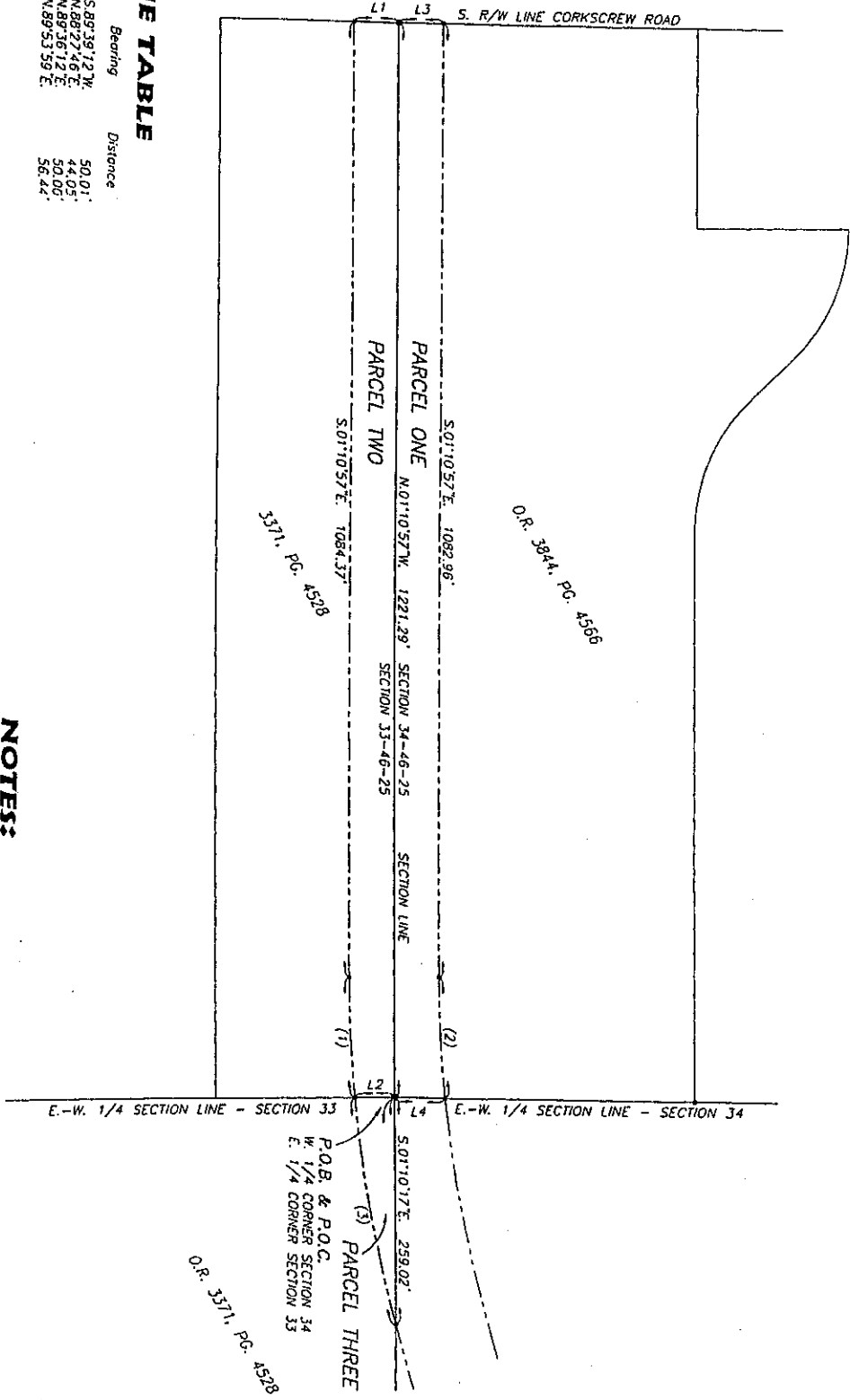
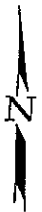

KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA LICENSE NO. LS4684

Exhibit "A"



LINE TABLE

Line	Bearing	Distance
L1	S.89°39'12\"/>	

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	1500.00'	04°56'42\"/>				

NOTES:

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 O.R. OFFICIAL RECORDS BOOK
 P.B. PLAT BOOK
 P.C. PAGE
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCEMENT

SKETCH OF PARCELS LYING IN SECTIONS 33 & 34, T-46-S, R-25-E, LEE COUNTY, FLORIDA.	TRASK ASSOCIATES, INC. SURVEYORS 11543 CHARLES TERRACE FORT MYERS, FLORIDA 33905 941-694-2335	 KENNETH E. TRASK PROFESSIONAL LAND SURVEYOR FLORIDA CERTIFICATE NO. LS4684 1-21-04 DATE SIGNED:
DATE: 1-12-04 SCALE: 1"=150' DRAWN BY: KT CHECKED BY: 33-46-25 JOB NO.: 0324	FLORIDA LICENSED BUSINESS NO. LB7136	

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 LEE COUNTY, FLORIDA.

(SANDY LANE PARCEL 4)

A PARCEL OR TRACT OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, BEING A PART OF THE PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3374, PAGE 2028, LEE COUNTY PUBLIC RECORDS, AND BEING FURTHER BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE WEST QUARTER (W.1/4) CORNER OF SAID SECTION 34; THENCE S.01°10'17"E., ALONG THE WEST LINE OF SAID SECTION 34, FOR 661.78 FEET; THENCE N.89°53'37"E., ALONG THE NORTH LINE OF SAID PARCEL AS DESCRIBED IN OFFICIAL RECORDS BOOK 3374, PAGE 2028, FOR 155.39 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N.89°53'37"E., ALONG SAID NORTH LINE, FOR 109.19 FEET TO A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 766.00 FEET, A CENTRAL ANGLE OF 51°17'00", A CHORD BEARING OF S.03°29'56"W. AND A CHORD LENGTH OF 662.96 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 685.62 FEET; THENCE S.89°53'16"W., ALONG THE SOUTH LINE OF SAID PARCEL, FOR 117.46 FEET TO A POINT ON A CURVE TO THE LEFT, HAVING: A RADIUS OF 666.00 FEET, A CENTRAL ANGLE OF 59°05'22", A CHORD BEARING OF N.04°32'23"E. AND A CHORD LENGTH OF 656.81 FEET; THENCE ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 686.85 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE N.25°00'18"W., FOR 7.72 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 78489 SQUARE FEET OR 1.80 ACRES, MORE OR LESS.

BEARINGS ARE BASED ON THE WEST LINE OF SAID SECTION 34 AS BEARING N.01°10'57"W.

PARCEL SUBJECT TO ALL EASEMENTS, RIGHTS OF WAY AND RESTRICTIONS OF RECORD.

TRASK ASSOCIATES, INC.

JANUARY 12, 2003

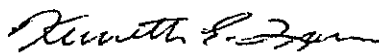
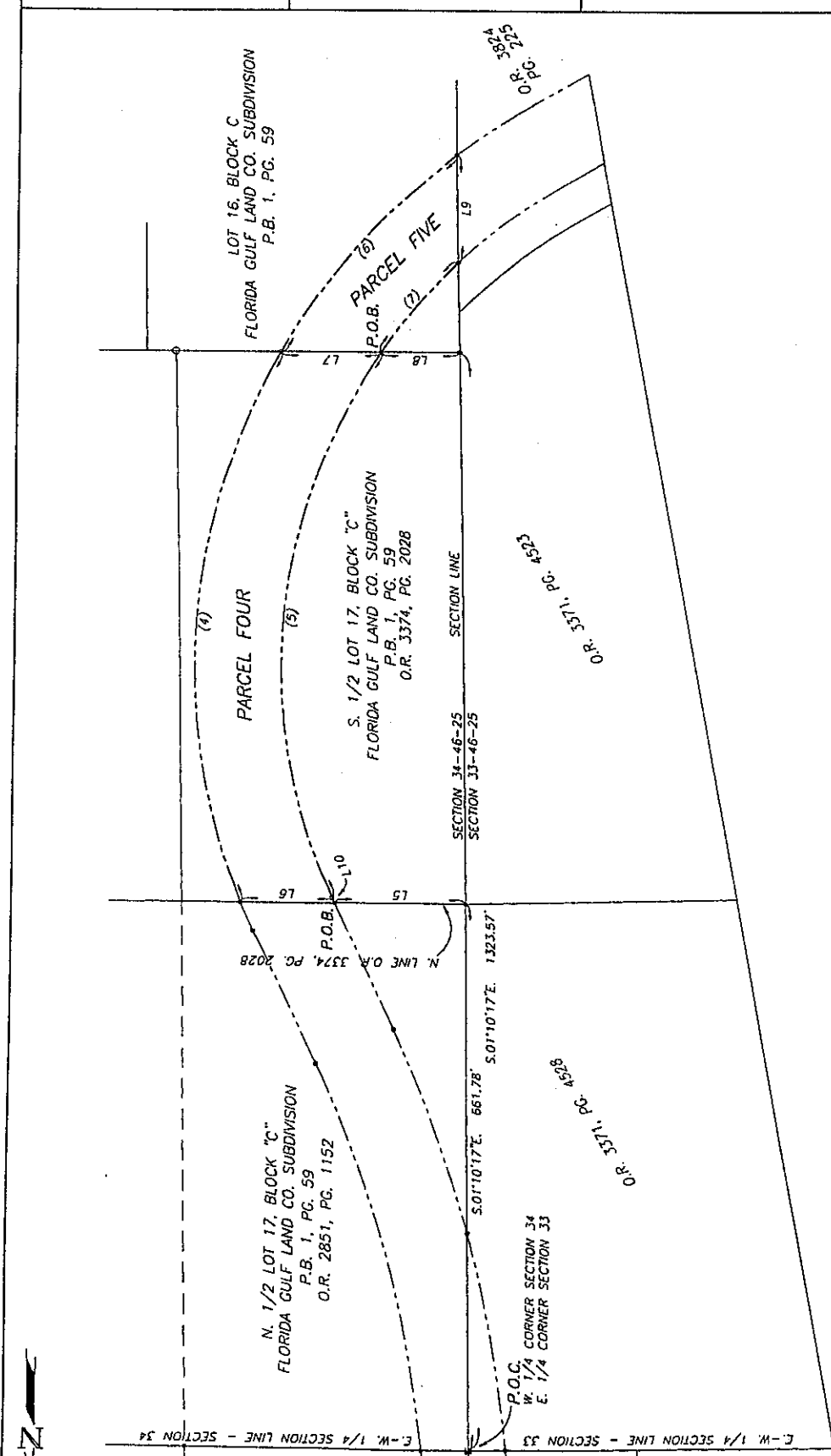

 KENNETH E. TRASK
 PROFESSIONAL LAND SURVEYOR
 FLORIDA LICENSE NO. LS4684

Exhibit "A"



LINE TABLE

Line	Bearing	Distance
L5	N.89°53'37"E	155.39'
L6	N.89°53'37"E	109.19'
L7	S.89°53'16"W	117.46'
L8	S.89°53'16"W	93.14'
L9	N.01°10'17"W	129.05'
L10	N.25°00'18"W	7.72'

CURVE TABLE

NO.	RADIUS	DELTA	ARC	CHORD	CHORD BEARING
4	266.00'	51°17'00"	685.62'	662.96'	S.03°29'56"W
5	666.00'	59°05'22"	686.85'	656.81'	S.04°32'23"W
6	266.00'	23°38'39"	316.11'	313.87'	S.40°57'46"W
7	666.00'	12°09'13"	141.27'	141.01'	S.40°08'41"W

NOTES:

- THIS IS NOT A BOUNDARY SURVEY.
- O.R. OFFICIAL RECORDS BOOK
- P.B. PLAT BOOK
- PG. PAGE
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT

SKETCH

OF PARCELS LYING IN
LEE COUNTY, FLORIDA.
SECTIONS 33 & 34, T-46-S, R-25-E.

TRASK ASSOCIATES, INC.

11543 CHARLES TERRACE
FORT MYERS, FLORIDA 33905
941-694-2333
FLORIDA LICENSED
BUSINESS NO. LB7138

KENNETH E. TRASK
PROFESSIONAL LAND SURVEYOR
FLORIDA CERTIFICATE NO. LS4684

DATE SIGNED:

1-21-04

DATE: 1-12-04
SCALE: 1"=150'
DRAWN BY: KT
CHECKED BY:
P.L.R.
JOB NO.: 33-46-25
SHEET 7 OF 7
0324

Parcel #1

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

Prepared by and return to:
Truman J. Costello, P.A.
Costello & Royston
Post Office Drawer 60205
Fort Myers, Florida 33906
(239) 939-2222
Parcel Identification Number: 34-46-25-00-00005.0020 and
34-46-25-01-0000C.0350

WARRANTY DEED

THIS INDENTURE, made this 12th day of November, 2004, between Stephanie Miller, Trustee of the Sandy Lane Partnership, S.E. Land Trust Agreement dated February 14, 2000, having a mailing address of 12651 McGregor Blvd. 4-403, Fort Myers, FL 33919, herein called Grantor, and Lee County Florida, a political subdivision of the state of Florida, having a mailing address of: P.O. Box 368, Fort Myers, FL 33902-0368 herein called Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

As shown on the attached Exhibit "A"

Subject to easements, restrictions and reservations of record, and taxes for the current and subsequent years;

The above described property does not constitute the homestead of the Grantor nor is such property contiguous to Grantor's homestead.

and the 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, the said Grantor has executed this deed on the date above stated.

**ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE**



HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4912
Page 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 34, FOR A DISTANCE OF 2,647.10 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34 AND TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.01°10'56"W., ALONG THE WEST LINE OF THE NORTHWEST QUARTER FOR A DISTANCE OF 1,221.93 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, HAVING A 130.00 FOOT WIDE RIGHT-OF-WAY; THENCE RUN N.89°36'09"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 50.00 FEET; THENCE RUN S.01°10'56"E., FOR A DISTANCE OF 1,060.39 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE EASTERLY; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,622.00 FEET, THROUGH A CENTRAL ANGLE OF 05°43'50", SUBTENDED BY A CHORD OF 162.16 FEET AT A BEARING OF S.04°02'50"E., FOR A DISTANCE OF 162.23 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE RUN S.89°54'35"W., ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 34, FOR A DISTANCE OF 58.12 FEET, TO THE POINT OF BEGINNING; CONTAINING 1.413 ACRES, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING N.01°09'58"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Riffelmacher P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

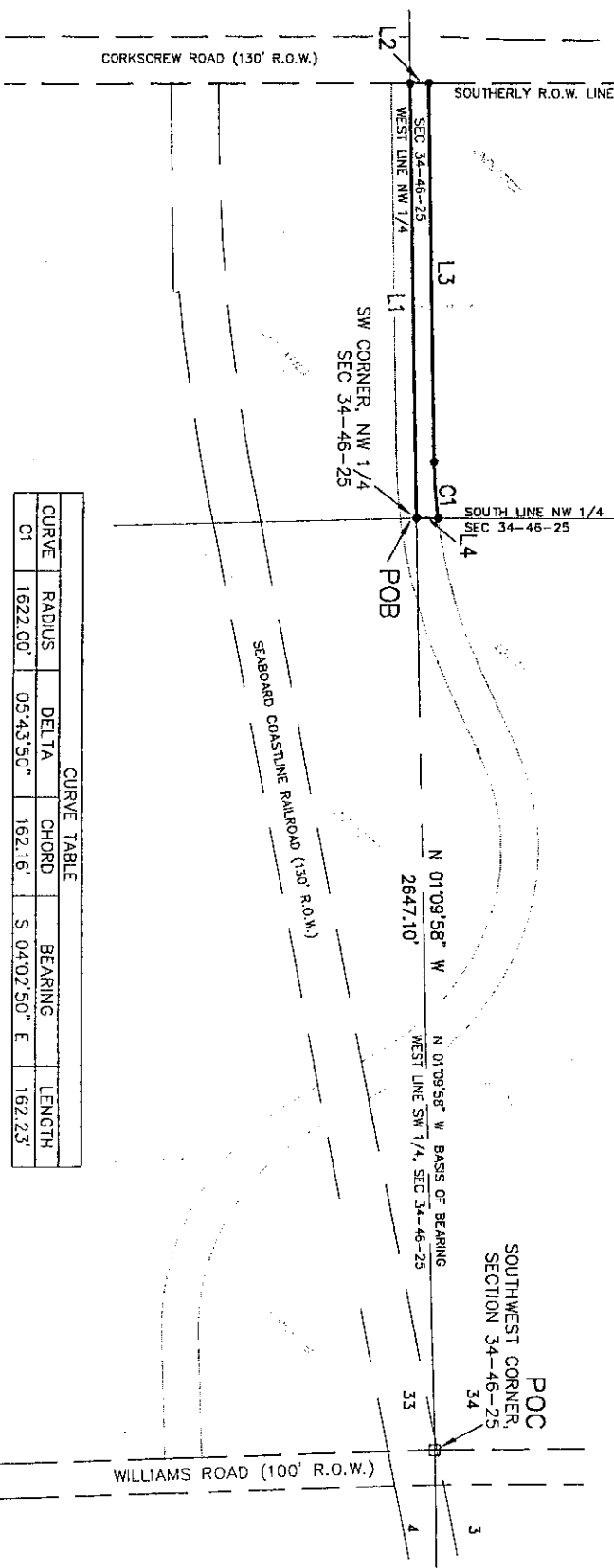


GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 01°10'56" W	1221.93'
L2	N 89°36'09" E	50.00'
L3	S 01°10'56" E	1060.39'
L4	S 89°54'35" W	58.12'



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	1622.00'	05°43'50"	162.16'	S 04°02'50" E	162.23'

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

* NOT A SURVEY *

SEC-TWN-RGE 34-46-25
DRAWN BY: AM
DATE 08/04



950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
SURVEYOR

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO.
97.079
REFERENCE NO.

Parcel: _____
Strap: 34-46-25-00-00005.0020 & 34-46-25-01-0000C.0350
Project: Sandy Lane Extension

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 8th day of Sept, 2004 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Stephanie Miller, Trustee
12651 McGregor Blvd. 4-403
Fort Myers, FL 33919

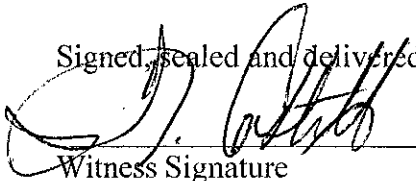
The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Stephanie Miller, 12651 McGregor Blvd. 4-403, Fort Myers, FL 33919
2. William B. Gess, Jr. 229 Barrow Road, Lexington, KY 40502
3. Gregory F. Toth, 12651 McGregor Blvd. 4-403, Fort Myers, FL 33919
4. J.W. Davis, Jr., 3319 Tates Creek Road, Lexington, KY 40502
5. Linda N. Welch, Fort Myers, FL 33912.

The real property to be conveyed to Lee County is known as: a portion of Sandy Lane Extension as described in the attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.....

Signed, sealed and delivered in our presences



Witness Signature

Truman J. Costello



Stephanie Miller, Trustee

Printed Name



Witness Signature

BRENDA LAWMASTER

Printed Name

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 8th day of Sept, 2004
by Stephanie Miller, trustee



Brenda Lawmaster
MY COMMISSION # DD121844 EXPIRES
June 3, 2006
BONDED THRU TROY FAIN INSURANCE, INC.



Notary Signature

BRENDA LAWMASTER

typed or printed name of notary

personally known
produced identification _____
type of identification _____



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4912
Page 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING N.01°09'58"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Rieffelmacher P.S.M. #6130
JERRY L. RIEFFELMACHER STATE OF FLORIDA

EXHIBIT " A "

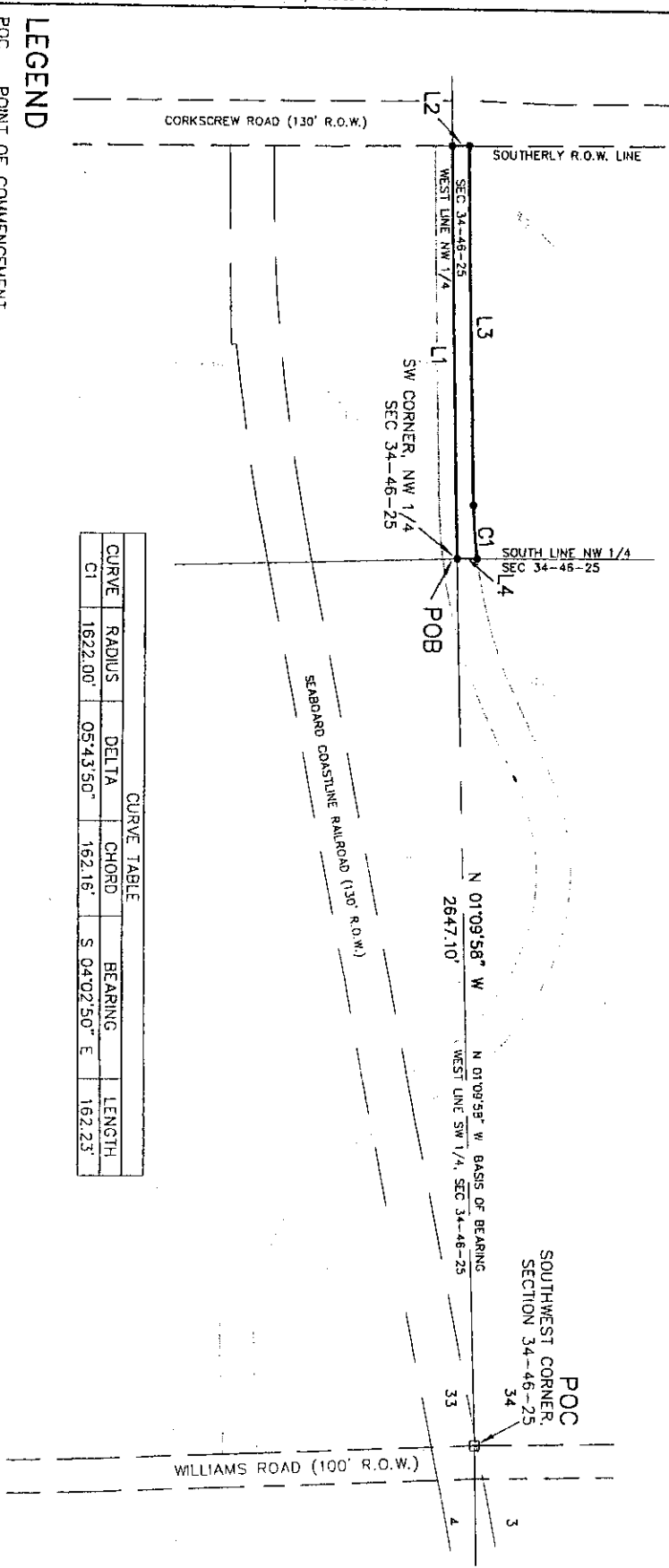


GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

LINE	DIRECTION	DISTANCE
L1	N 01°10'56" W	1221.93'
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CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
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LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

* NOT A SURVEY *

DRAWN BY:	DATE
AM	08/04
CHECKED BY:	DRAWING NO.



950 Encore Way
Naples, FL, 34110
Phone: (941) 254-2000
Florida Certificate of

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO.
97.079
REFERENCE NO.
PLAN 17

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

SERIAL

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

OPM - 2578233

FUND OWNER'S FORM

Schedule A

Policy No. OPM-2578233 Effective Date: the date and time of recording
Amount: \$307,751.40

1. Name of Insured: Lee County, Florida, a political subdivision of the State of Florida.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book _____, Page _____ of the Public Records of Lee County, Florida.

3. The land referred to in this policy is described as follows:

As described on the attached Exhibit "A"

I, the undersigned agent, hereby certify that

• the transaction insured herein is governed by RESPA Yes No

• if Yes, I have performed all "core title agent services." Yes No

TRUMAN J. COSTELLO, P.A.

Agent's Signature

Post Office Drawer 60205
Fort Myers, Florida 33906

Agent Member No. 6365



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4912
Page 1 of 1

LEGAL DESCRIPTION:

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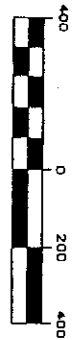
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HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY: 
JERRY L. RIFFELMACHER P.S.M. #6130
STATE OF FLORIDA

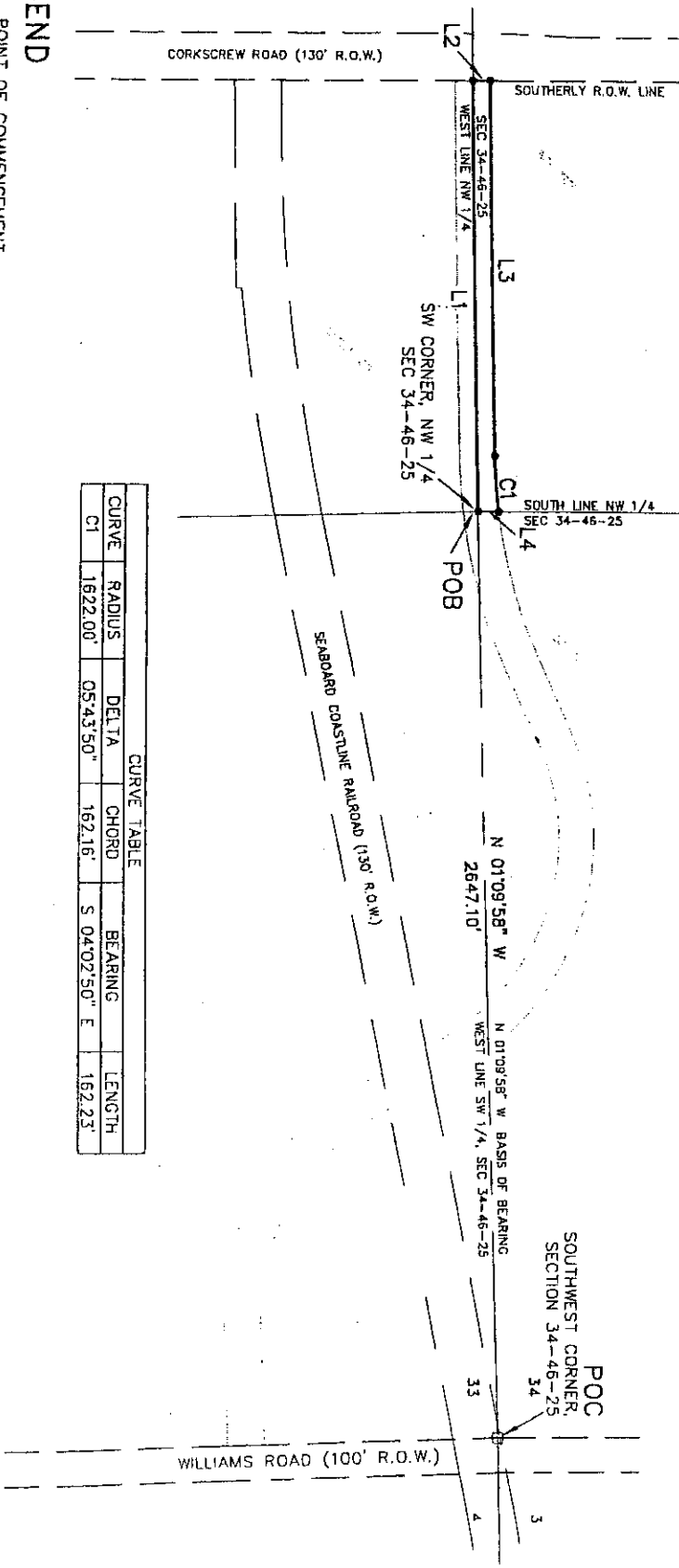


GRAPHIC SCALE



(IN FEET)
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LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

* NOT A SURVEY *

SEC-TWN-RSE	34-46-25
DRAWN BY:	AM
CHECKED BY:	AM
DATE:	08/04
DRAWING NO.:	02-7777



950 Encerra Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Professional Engineer No. 11777

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO.	97.079
REFERENCE NO.	SANS12

FUND OWNER'S FORM

Schedule B

Policy No. OPM-2578233

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year 2005, which are not yet due and payable, and subsequent years.
2. 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.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument

(f) "public records": records established under state statutes at date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser

from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case prejudice the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, The

Fund may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured shall secure to The Fund the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest as insured. If The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of The Fund under this policy as to that claim.

6. Options To Pay or Otherwise Settle Claims; Termination of Liability

In case of a claim under this policy, The Fund shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the time of payment or tender of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to The Fund for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred

by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b) (i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination, Extent of Liability and Coinsurance

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) (This paragraph dealing with Coinsurance was removed from Florida policies.)

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations

8. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Fund shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

10. Reduction of Insurance; Reduction or Termination of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations,

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) The Fund's Right of Subrogation.

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) The Fund's Rights Against Non-insured Obligors.

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be

demand if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or
assistance in resolving complaints,
call 407-240-3863.

Offices at

6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

Parcel #2

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

Prepared by and return to:
Truman J. Costello, P.A.
Costello & Royston
Post Office Drawer 60205
Fort Myers, Florida 33906
(239) 939-2222
Parcel Identification Number: 33-46-25-00-00018.0000

WARRANTY DEED

THIS INDENTURE, made this 12th day of November, 2004, between Stephanie Miller, Trustee under Land Trust dated March 21, 1997, having a mailing address of 12651 McGregor Blvd. 4-403, Fort Myers, FL 33919, herein called Grantor, and Lee County Florida, a political subdivision of the state of Florida, having a mailing address of: P.O. Box 368, Fort Myers, FL 33902-0368 herein called Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

As shown on the attached Exhibit "A"

Subject to easements, restrictions and reservations of record, and taxes for the current and subsequent years;

The above described property does not constitute the homestead of the Grantor nor is such property contiguous to Grantor's homestead.

and the 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, the said Grantor has executed this deed on the date above stated.

**ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE**

Signed, sealed and delivered
in the presence of:

Cynthia L. McKinley
Witness

Cynthia L. McKinley
Typed/Printed Name of Witness

Stephanie Miller
Stephanie Miller, trustee

Brenda Lawmster
Witness

BRENDA LAWMSTER
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer
duly authorized in the State and County aforesaid to take
acknowledgments, personally appeared Stephanie Miller, trustee
under Land Trust dated March 21, 1997, who is personally known
to me, or who produced a _____ as
identification and who executed the foregoing instrument and
acknowledged before me that she executed same for the purposes
therein expressed.

WITNESS my hand and official seal in the County
and State last aforesaid this 12th day of November, 2004.

SEAL

Gwen R. Messersmith

Notary Public State of Florida
Commission Expires: _____



GWEN R. MESSERSMITH
MY COMMISSION # DD 21210
EXPIRES: June 13, 2007
Bonded Thru Budget Notary S



HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4914
Page 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 2,647.10 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER CORNER OF SAID SECTION 33 AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.88°26'11"W., ALONG THE NORTH LINE OF THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33 FOR A DISTANCE OF 42.45 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.83°26'56"E., A DISTANCE OF 1,722.00 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,722.00 FEET, THROUGH A CENTRAL ANGLE OF 05°22'09", SUBTENDED BY A CHORD OF 161.31 FEET AT A BEARING OF N.03°52'00"W., FOR A DISTANCE OF 161.37 FEET TO THE END OF SAID CURVE; THENCE RUN N.01°10'56"W., FOR A DISTANCE OF 1,061.73 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, HAVING A 130.00 FOOT WIDE RIGHT-OF-WAY; THENCE RUN N.89°33'41"E., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 50.00 FEET TO A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33; THENCE RUN S.01°10'56"E., ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 1,221.93 FEET, TO THE POINT OF BEGINNING; CONTAINING 1.394 ACRES, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING N.01°09'58"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Riffelmacher P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA



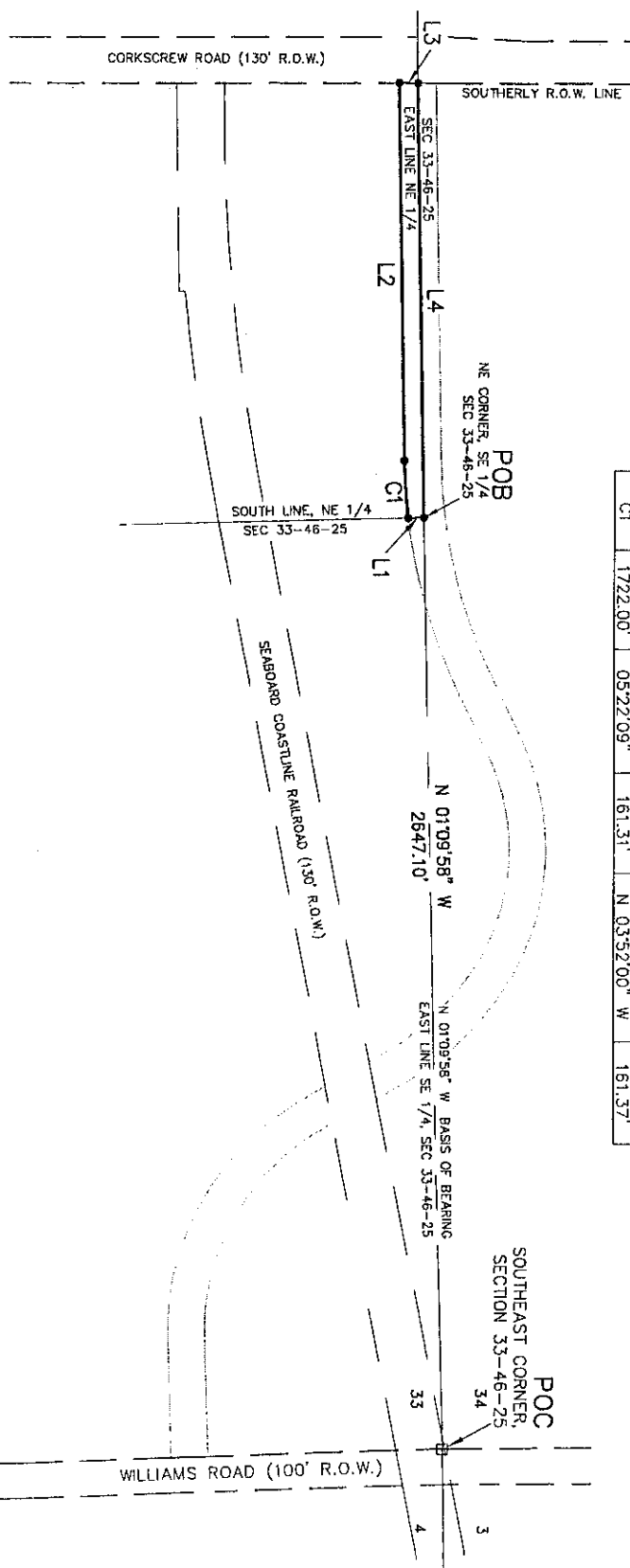
GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

LINE	DIRECTION	DISTANCE
L1	S 88°26'11" W	42.45'
L2	N 01°10'56" W	1061.73'
L3	N 89°33'41" E	50.00'
L4	S 01°10'56" E	1221.93'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	1722.00'	05°22'09"	161.31'	N 03°52'00" W	161.37'



LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

SEC-TWN-RGE	33-46-25
DRAWN BY:	AM
DATE	08/04



*** NOT A SURVEY ***
950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000

NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO.	97.079
REFERENCE NO.	

Parcel: _____
Strap: 33-46-25-00-00018.0000
Project: Sandy Lane Extension

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 8th day of Sept, 2004 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Stephanie Miller, Trustee under land trust dated 03/21/97
12651 McGregor Blvd. 4-403
Fort Myers, FL 33919

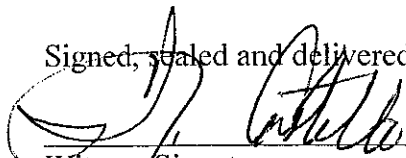
The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Stephanie Miller, 12651 McGregor Blvd. 4-403, Fort Myers, FL 33919
2. William B. Gess, Jr. 229 Barrow Road, Lexington, KY 40502
3. J.W. Davis, Jr., 3319 Tates Creek Road, Lexington, KY 40502


The real property to be conveyed to Lee County is known as: a portion of Sandy Lane Extension as described in the attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.....


Signed, sealed and delivered in our presences



Witness Signature


Stephanie Miller, Trustee

Truman J. Costello
Printed Name



Witness Signature

BRENDA LAWMAS TEK
Printed Name

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 8th day of Sept, 2004
by Stephanie Miller, trustee under land trust dated 03/21/97.



Brenda Lawmaster
MY COMMISSION # DD121844 EXPIRES
June 3, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Brenda Lawmaster

Notary Signature

BRENDA LAWMASTER

typed or printed name of notary

personally known
produced identification _____
type of identification _____



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4914
Page 1 of 1

LEGAL DESCRIPTION:

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THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

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HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Riffelmacher P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

EXHIBIT " A "



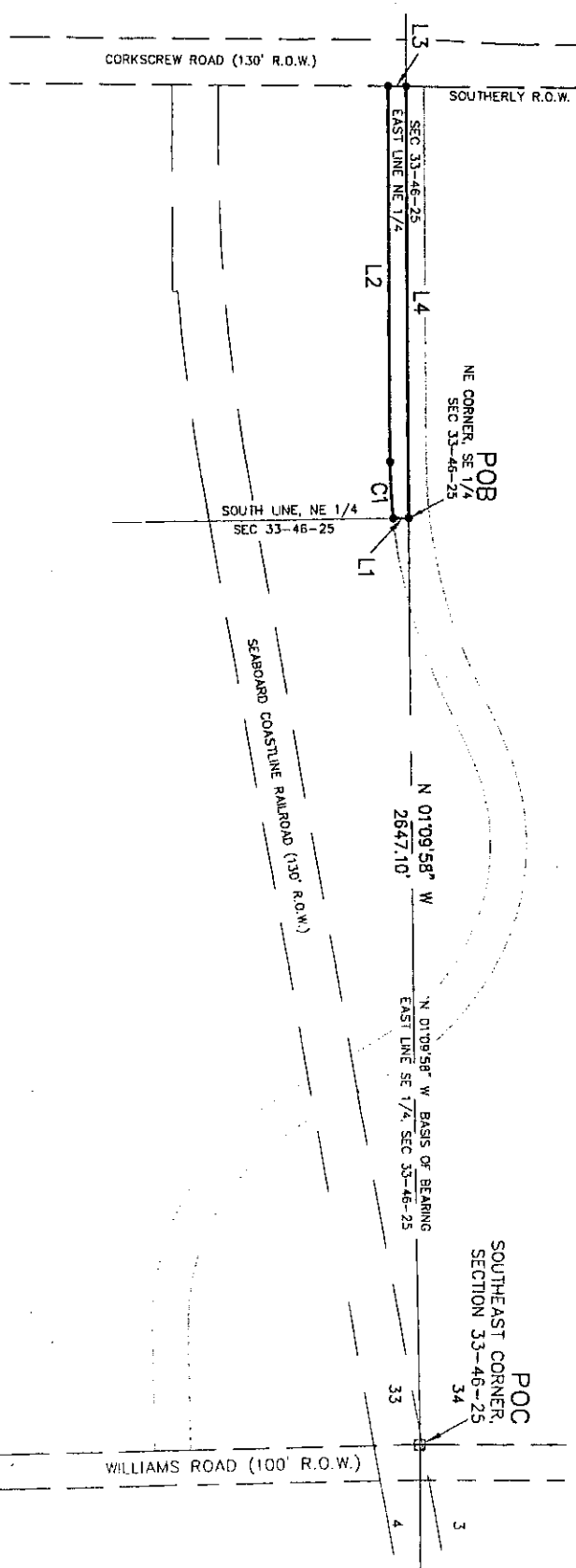
GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

LINE	DIRECTION	DISTANCE
L1	S 88°26'11" W	42.45'
L2	N 01°10'56" W	1061.73'
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L4	S 01°10'56" E	1221.95'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	1722.00'	05°22'09"	161.31'	N 03°52'00" W	161.37'



LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

SEC-TWN-RGE: 33-46-25
DRAWN BY: AM
DATE: 08/04



*** NOT A SURVEY ***
950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A LICENSED

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO:
97.079

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

SERIAL

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

OPM - 2598610

FUND OWNER'S FORM

Schedule A

Policy No. OPM-2598610 Effective Date: the date and time of recording
Amount: \$303,613.20

1. Name of Insured: Lee County, Florida, a political subdivision of the State of Florida.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book _____, Page _____ of the Public Records of Lee County, Florida.

3. The land referred to in this policy is described as follows:

As described on the attached Exhibit "A"

I, the undersigned agent, hereby certify that

• the transaction insured herein is governed by RESPA Yes No

• if Yes, I have performed all "core title agent services." Yes No

TRUMAN J. COSTELLO, P.A.

Agent's Signature

Post Office Drawer 60205
Fort Myers, Florida 33906

Agent Member No. 6365



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #1997079

8/10/2004

REF. DWG. #B-4914

Page 1 of 1

LEGAL DESCRIPTION:

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HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Riffelmacher P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA



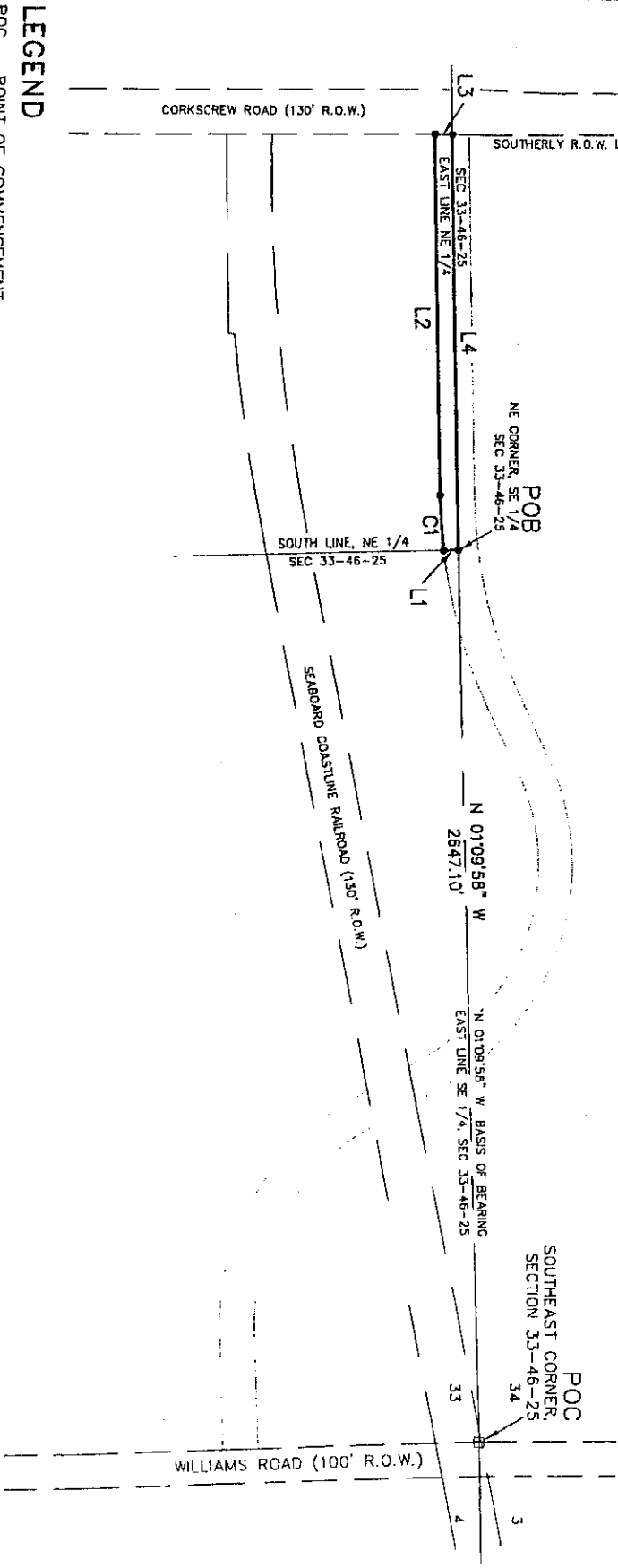
GRAPHIC SCALE



(IN FEET)
1 Inch = 400 Ft.

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LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

SEC-TWN-RGE: 33-46-25
DRAWN BY: AM
DATE: 08/04
DRAWING NO: H-4914



950 Encore Way
Naples, FL 34110
Phone: (941) 254-2006
Florida Certificate of
Authentication No. 17779

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR
IN USE

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO: 97.079
REFERENCE NO: ANS114

* NOT A SURVEY *

FUND OWNER'S FORM

Schedule B

Policy No. OPM-2598610

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year 2005, which are not yet due and payable, and subsequent years.

2. 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.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument

(f) "public records": records established under state statutes at date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser

from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case prejudice the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, The

Fund may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured shall secure to The Fund the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest as insured. If The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of The Fund under this policy as to that claim.

6. Options To Pay or Otherwise Settle Claims; Termination of Liability

In case of a claim under this policy, The Fund shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the time of payment or tender of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to The Fund for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred

by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b) (i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination, Extent of Liability and Coinsurance

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) (This paragraph dealing with Coinsurance was removed from Florida policies.)

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations

8. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Fund shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

10. Reduction of Insurance; Reduction or Termination of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations,

demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

13. Subrogation Upon Payment or Settlement

The loss or damage shall be payable within 30 days thereafter.

(a) **The Fund's Right of Subrogation.**

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) **The Fund's Rights Against Non-insured Obligors.**

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guarantees, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or
assistance in resolving complaints,
call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

Parcel #3

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

Prepared by and return to:
Truman J. Costello, P.A.
Costello & Royston
Post Office Drawer 60205
Fort Myers, Florida 33906
(239) 939-2222
Parcel Identification Number: 33-46-25-00-00019.0010

WARRANTY DEED

THIS INDENTURE, made this 12th day of November, 2004, between Stephanie Miller, Trustee under Land Trust dated January 9, 2004, having a mailing address of 12651 McGregor Blvd. 4-403, Fort Myers, FL 33919, herein called Grantor, and Lee County Florida, a political subdivision of the state of Florida, having a mailing address of: P.O. Box 368, Fort Myers, FL 33902-0368 herein called Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

As shown on the attached Exhibit "A"

Subject to easements, restrictions and reservations of record, and taxes for the current and subsequent years;

The above described property does not constitute the homestead of the Grantor nor is such property contiguous to Grantor's homestead.

and the 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, the said Grantor has executed this deed on the date above stated.

Signed, sealed and delivered
in the presence of:

Cynthia L. McKeely
Witness

Cynthia L. McKeely
Typed/Printed Name of Witness

Stephanie Miller Trustee
Stephanie Miller, trustee

Brenda Lawmaster
Witness

BRENDA LAWMASTER
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer
duly authorized in the State and County aforesaid to take
acknowledgments, personally appeared Stephanie Miller, trustee
under Land Trust dated January 9, 2004, who is personally known
to me, or who produced a _____ as
identification and who executed the foregoing instrument and
acknowledged before me that she executed same for the purposes
therein expressed.

WITNESS my hand and official seal in the County
and State last aforesaid this 12th day of November, 2004.

SEAL

Gwen R. Messersmith
Notary Public State of Florida
Commission Expires: _____



GWEN R. MESSERSMITH
MY COMMISSION # DD 212108
EXPIRES: June 13, 2007
Bonded Thru Budget Notary Services



HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4913
Page 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 2,396.28 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.74°59'12"E., A DISTANCE OF 1,722.00 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,722.00 FEET, THROUGH A CENTRAL ANGLE OF 08°27'43", SUBTENDED BY A CHORD OF 254.09 FEET AT A BEARING OF N.10°46'56"W., FOR A DISTANCE OF 254.32 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN N.88°26'11"E., ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 FOR A DISTANCE OF 42.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN S.01°09'58"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 250.81 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.140 ACRE, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING N.01°09'58"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Risselmacher P.S.M. #6130
JERRY L. RISSELMACHER STATE OF FLORIDA



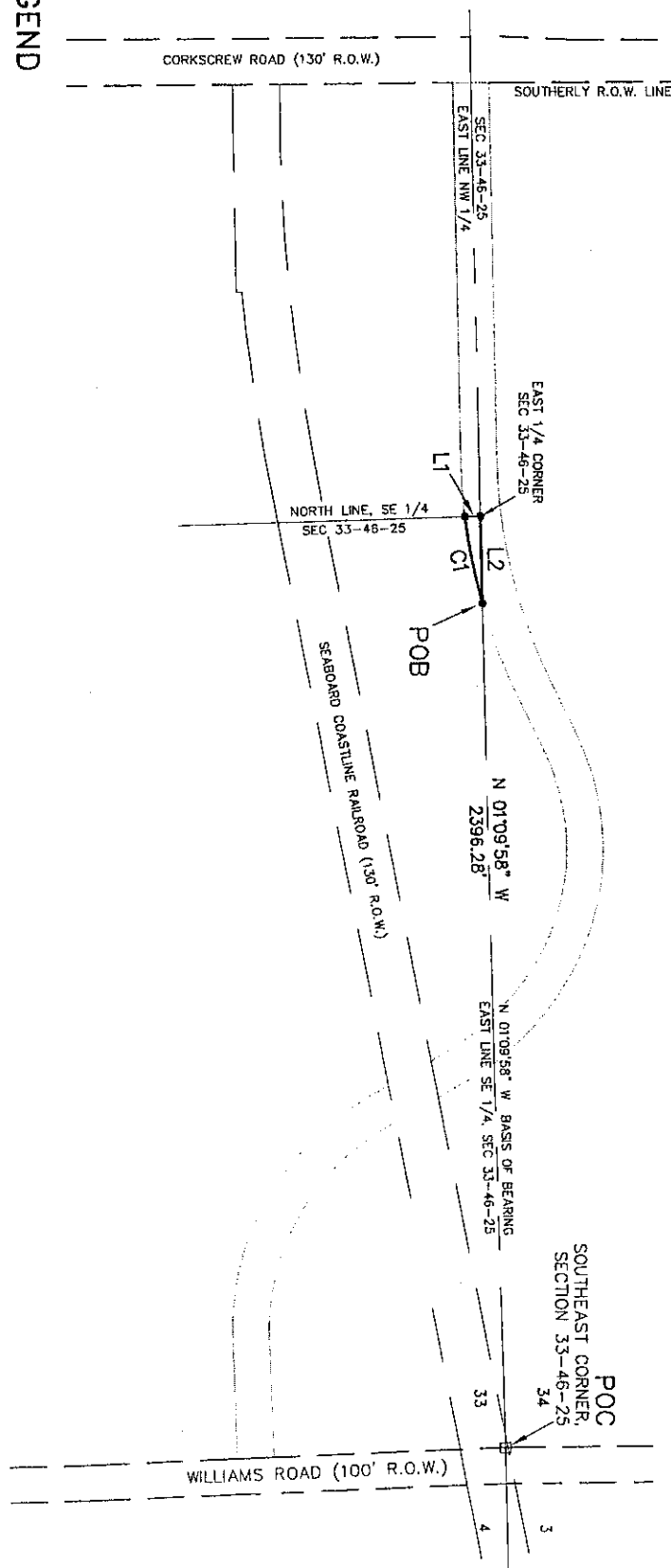
GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

LINE	DIRECTION	DISTANCE
L1	N 88°26'11" E	42.45'
L2	S 01°09'58" E	250.81'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	1722.00'	8°27'43"	254.09'	N 10°46'56" W	254.32'



LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

SEC-TM-RBE: 33-46-25
DRAWN BY: AM DATE: 08/04
CHECKED BY: DRAWING NO.



*** NOT A SURVEY ***
950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO. 97.079
REFERENCE NO. SANSL13

Parcel: _____
Strap: 33-46-25-00-00019.0010
Project: Sandy Lane Extension

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 8th day of Sept, 2004 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Stephanie Miller, Trustee under land trust dated 10/09/01
12651 McGregor Blvd. 4-403
Fort Myers, FL 33919

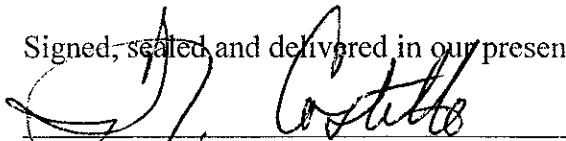
The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Stephanie Miller, 12651 McGregor Blvd. 4-403, Fort Myers, FL 33919
2. Gregory F. Toth, 12651 McGregor Blvd. 4-403, Fort Myers, FL 33919

The real property to be conveyed to Lee County is known as: a portion of Sandy Lane Extension as described on the attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.....

Signed, sealed and delivered in our presences



Witness Signature



Stephanie Miller, Trustee

Truman J. Costello

Printed Name



Witness Signature

BRENDA LAWMASTER

Printed Name

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 9th day of Sept, 2004
by Stephanie Miller, trustee under land trust dated 01/09/01.



Brenda Lawmaster
MY COMMISSION # DD121844 EXPIRES
June 3, 2006
BONDED THRU TROY FAIN INSURANCE, INC

Brenda Lawmaster

Notary Signature

BRENDA LAWMASTER

typed or printed name of notary

personally known
produced identification _____
type of identification _____



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4913
Page 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 2,396.28 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.74°59'12"E., A DISTANCE OF 1,722.00 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,722.00 FEET, THROUGH A CENTRAL ANGLE OF 08°27'43", SUBTENDED BY A CHORD OF 254.09 FEET AT A BEARING OF N.10°46'56"W., FOR A DISTANCE OF 254.32 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN N.88°26'11"E., ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 FOR A DISTANCE OF 42.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN S.01°09'58"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 250.81 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.140 ACRE, MORE OR LESS.

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BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING N.01°09'58"W.

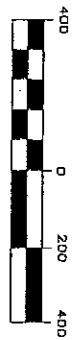
HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Riffelmacher P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

EXHIBIT " A "

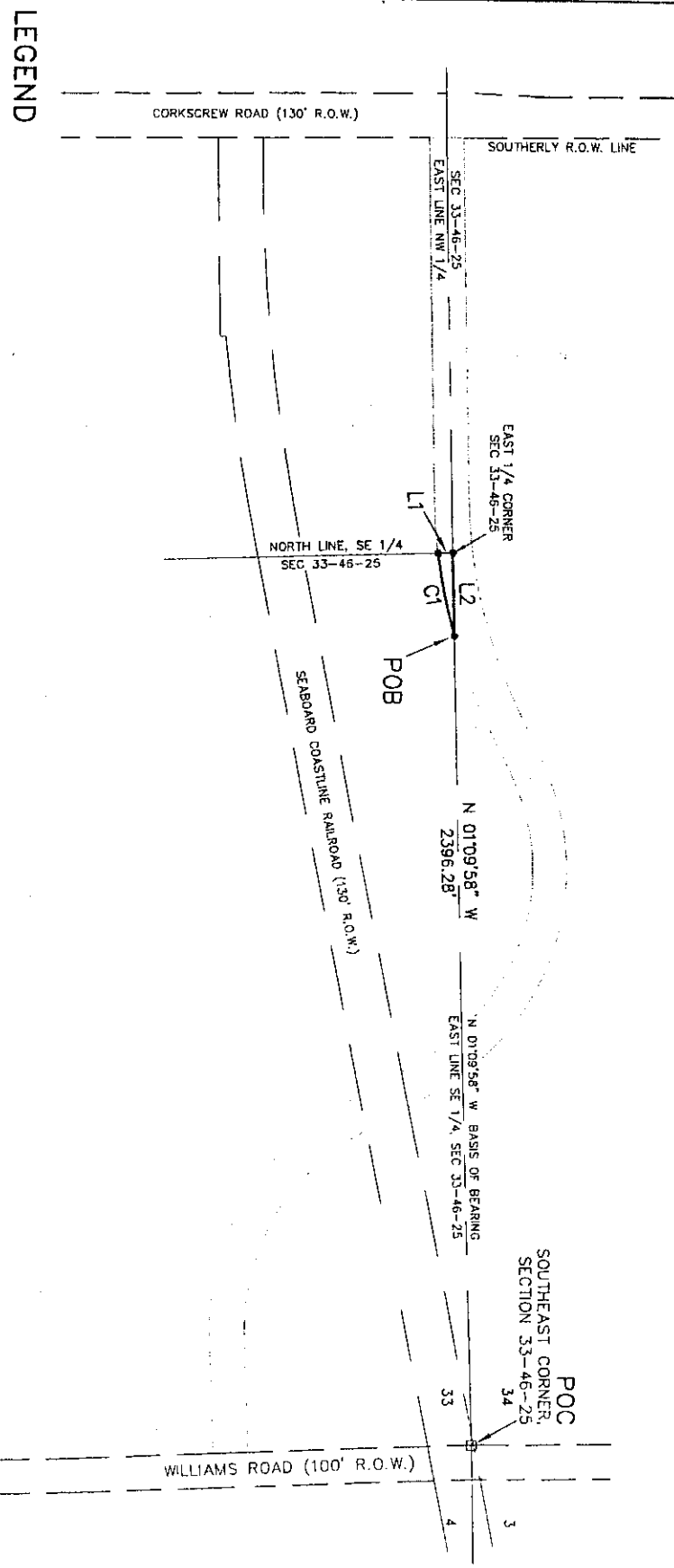


GRAPHIC SCALE



LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N. 89°26'11" E	42.45'
L2	S. 01°09'58" E	250.81'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	1722.00'	82°27'43"	254.09'	N. 10°46'56" W	254.32'



LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING

SEC-TW-ROE: 33-46-25
 DRAWN BY: AM DATE 08/04
 CHECKED BY: J.P. DRAWING NO. B-4913



*** NOT A SURVEY ***
 950 Encore Way
 Naples, FL 34110
 Phone: (941) 254-2000
 Florida Certificate of
 Authorization No. 1777

NOT VALID WITHOUT
 THE SIGNATURE AND
 SEAL OF A FLORIDA
 LICENSED SURVEYOR
 AND USER

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO.
97.079
 REFERENCE NO.
 SANS.13

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

OPM -

SERIAL

2598611



HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4913
Page 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 2,396.28 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.74°59'12"E., A DISTANCE OF 1,722.00 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,722.00 FEET, THROUGH A CENTRAL ANGLE OF 08°27'43", SUBTENDED BY A CHORD OF 254.09 FEET AT A BEARING OF N.10°46'56"W., FOR A DISTANCE OF 254.32 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN N.88°26'11"E., ALONG THE NORTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33 FOR A DISTANCE OF 42.45 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 33; THENCE RUN S.01°09'58"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 250.81 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.140 ACRE, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING N.01°09'58"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY Jerry L. Riefelmacher P.S.M. #6130
JERRY L. RIEFELMACHER STATE OF FLORIDA



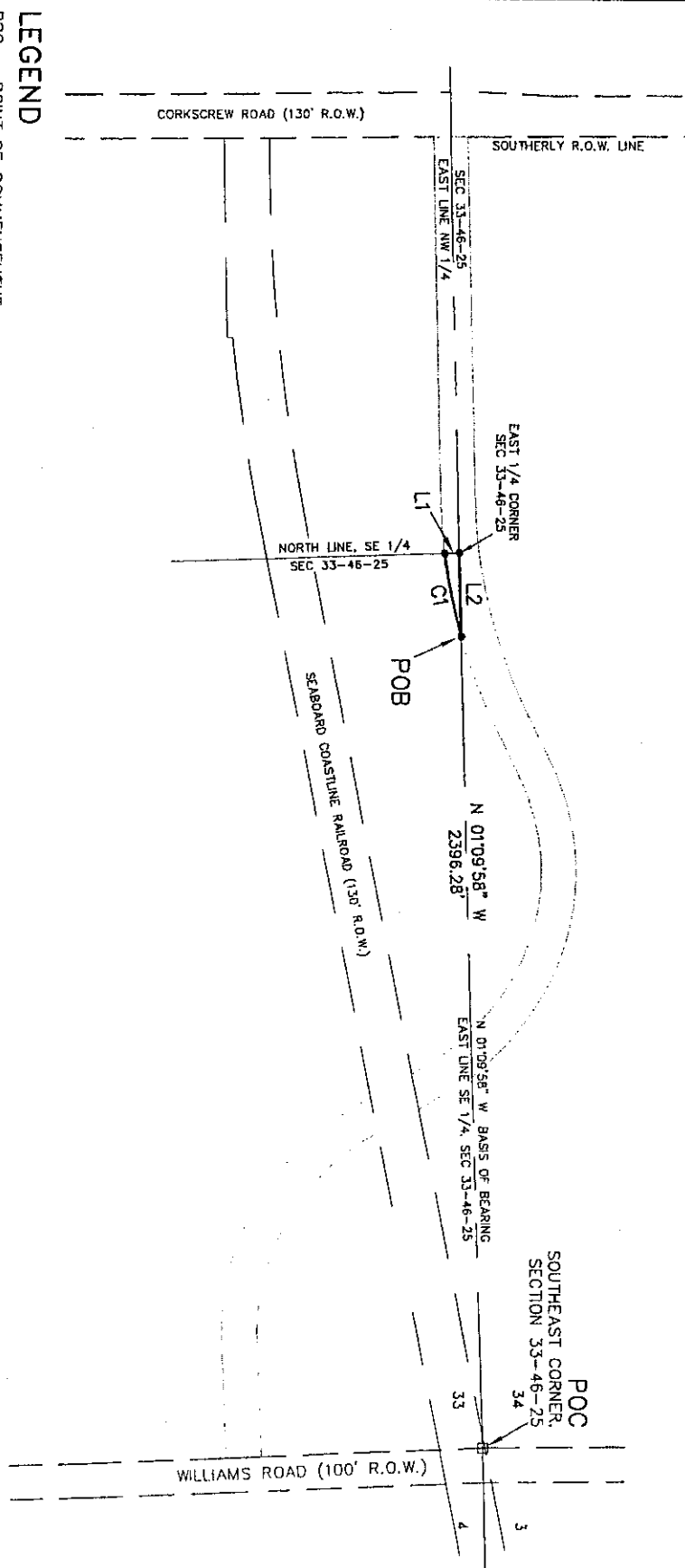
GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 88°26'11" E	42.45'
L2	S 01°09'58" E	250.81'

CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	1722.00'	8°27'43"	254.09'	N 10°46'56" W	254.32'



LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

*** NOT A SURVEY ***

SEB-TWN-RCB: 33-46-25
DRAWN BY: AM DATE: 08/04
CHECKED BY: R-AM DATE: 08/04
DRAWING NO. R-AM13



950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Authorization No. 1779

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO.: 97.079
REFERENCE NO.: SANS13

FUND OWNER'S FORM

Schedule B

Policy No. OPM-2598611

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year 2005, which are not yet due and payable, and subsequent years.

2. 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.

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) The Fund's Right of Subrogation.

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) The Fund's Rights Against Non-insured Obligors.

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14. Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be

demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

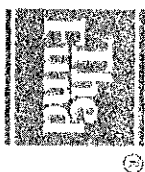
17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNERS'
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or
assistance in resolving complaints,
call 407-240-3863.

Offices at

6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument
- (f) "public records": records established under state statutes at date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser

from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case prejudice the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, The

Fund may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured shall secure to The Fund the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlements; and (ii) in any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest as insured. If The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the amount of calculating the amount of the loss or damage. If The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably necessary information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of The Fund under this policy as to that claim.

6. Options To Pay or Otherwise Settle Claims; Termination of Liability

In case of a claim under this policy, The Fund shall have the following additional options:

(a) **To Pay or Tender Payment of the Amount of Insurance.** To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the time of payment or tender of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to The Fund for cancellation.

(b) **To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.**

(i) To pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred

by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) To pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b) (i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination, Extent of Liability and Coinsurance

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) *(This paragraph dealing with Coinsurance was removed from Florida policies.)*

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations

8. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Fund shall not be liable for loss or damage to any insured or for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

10. Reduction of Insurance; Reduction or Termination of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations,

Parcel #4

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

Prepared by and return to:
Truman J. Costello, P.A.
Costello & Royston
Post Office Drawer 60205
Fort Myers, Florida 33906
(239) 939-2222
Parcel Identification Number: 34-46-25-01-0000C.0170

WARRANTY DEED

THIS INDENTURE, made this 12th day of November, 2004, between Stephanie Miller, Trustee under Land Trust dated March 21, 1997, having a mailing address of 12651 McGregor Blvd. 4-403, Fort Myers, FL 33919, herein called Grantor, and Lee County Florida, a political subdivision of the state of Florida, having a mailing address of: P.O. Box 368, Fort Myers, FL 33902-0368 herein called Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

As shown on the attached Exhibit "A"

Subject to easements, restrictions and reservations of record, and taxes for the current and subsequent years;

The above described property does not constitute the homestead of the Grantor nor is such property contiguous to Grantor's homestead.

and the 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, the said Grantor has executed this deed on the date above stated.

**ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE**

Signed, sealed and delivered
in the presence of:

Cynthia L. McRiskey
Witness

Cynthia L. McRiskey
Typed/Printed Name of Witness

Stephanie Miller
Stephanie Miller, trustee

Brenda Lawmaster
Witness

BRENDA LAWMASTER
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer
duly authorized in the State and County aforesaid to take
acknowledgments, personally appeared Stephanie Miller, trustee
under Land Trust dated March 21, 1997, who is personally known
to me, or who produced a _____ as
identification and who executed the foregoing instrument and
acknowledged before me that she executed same for the purposes
therein expressed.

WITNESS my hand and official seal in the County
and State last aforesaid this 12th day of November, 2004.

SEAL

Gwen R. Messersmith

Notary Public State of Florida
Commission Expires: _____



GWEN R. MESSERSMITH
MY COMMISSION # DD 212108
EXPIRES: June 13, 2007
Bonded Thru Budget Notary Services



HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4910
Page 1 of 1

LEGAL DESCRIPTION:


A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTH HALF LOT 17, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 1,353.55 FEET TO A POINT ON THE SOUTH LINE OF LOT 17; THENCE RUN N.89°53'56"E., ALONG THE SOUTH LINE OF LOT 17, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, FOR A DISTANCE OF 92.67 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.55°57'45"W., A DISTANCE OF 666.00 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 666.00 FEET, THROUGH A CENTRAL ANGLE OF 59°02'54", SUBTENDED BY A CHORD OF 656.40 FEET AT A BEARING OF N.04°30'48"E., FOR A DISTANCE OF 686.37 FEET TO THE END OF SAID CURVE; THENCE RUN N.25°00'39"W., FOR A DISTANCE OF 8.13 FEET; THENCE RUN N.89°54'18"E., FOR A DISTANCE OF 109.23 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.67°49'27"W., A DISTANCE OF 766.00 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 766.00 FEET, THROUGH A CENTRAL ANGLE OF 51°16'47", SUBTENDED BY A CHORD OF 662.92 FEET AT A BEARING OF S.03°27'50"W., FOR A DISTANCE OF 685.57 FEET TO THE END OF SAID CURVE; THENCE RUN S.89°53'56"W., FOR A DISTANCE OF 117.39 FEET, TO THE POINT OF BEGINNING; CONTAINING 1.583 ACRES, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.01°09'58"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY  P.S.M. #6130
JERRY L. RIPPELMACHER STATE OF FLORIDA

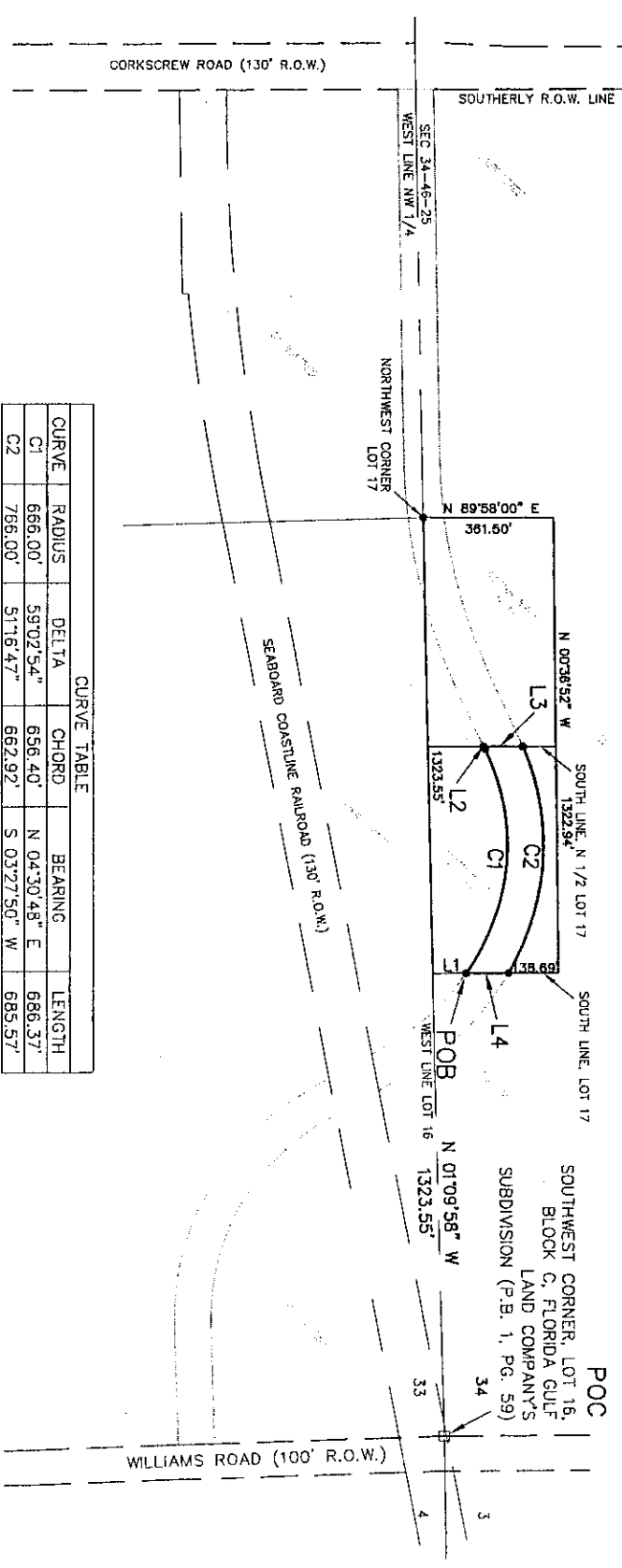


GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

LINE	DIRECTION	DISTANCE
L1	N 89°53'56" E	92.67'
L2	N 25°00'39" W	8.13'
L3	N 89°54'18" E	109.23'
L4	S 89°53'56" W	117.39'



LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	666.00'	59°02'54"	656.40'	N 04°30'48" E	686.37'
C2	766.00'	51°16'47"	662.92'	S 03°27'50" W	685.57'

* NOT A SURVEY *

SEC-1NW-RGE: 34-46-25
DRAWN BY: AM DATE: 08/04
CHECKED BY: DRAWING NO:



950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO.: 97.079
REFERENCE NO.: SANS10

Parcel: _____
Strap: 34-46-25-01-0000C.0170
Project: Sandy Lane Extension

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 8th day of Sept, 2004 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Stephanie Miller, Trustee under land trust dated 03/21/97
12651 McGregor Blvd. 4-403
Fort Myers, FL 33919

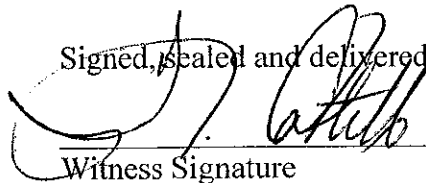
The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Stephanie Miller, 12651 McGregor Blvd. 4-403, Fort Myers, FL 33919
2. William B. Gess, Jr. 229 Barrow Road, Lexington, KY 40502
3. J.W. Davis, Jr., 3319 Tates Creek Road, Lexington, KY 40502

The real property to be conveyed to Lee County is known as: a portion of Sandy Lane Extension as described in the attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.....

Signed, sealed and delivered in our presences




Witness Signature

Truman J. Costello

Printed Name



Stephanie Miller, Trustee



Witness Signature

BRENDA LAWMASTER

Printed Name

**ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE**

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 8th day of Sept, 2004
by Stephanie Miller, trustee under land trust dated 03/21/97.



Brenda Lawmaster
MY COMMISSION # DD121844 EXPIRES
June 3, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Brenda Lawmaster
Notary Signature
BRENDA LAWMASTER
typed or printed name of notary

personally known
produced identification _____
type of identification _____



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4910
Page 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTH HALF LOT 17, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 1,353.55 FEET TO A POINT ON THE SOUTH LINE OF LOT 17; THENCE RUN N.89°53'56"E., ALONG THE SOUTH LINE OF LOT 17, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, FOR A DISTANCE OF 92.67 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS N.55°57'45"W., A DISTANCE OF 666.00 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 666.00 FEET, THROUGH A CENTRAL ANGLE OF 59°02'54", SUBTENDED BY A CHORD OF 656.40 FEET AT A BEARING OF N.04°30'48"E., FOR A DISTANCE OF 686.37 FEET TO THE END OF SAID CURVE; THENCE RUN N.25°00'39"W., FOR A DISTANCE OF 8.13 FEET; THENCE RUN N.89°54'18"E., FOR A DISTANCE OF 109.23 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE WESTERLY, WHOSE RADIUS POINT BEARS S.67°49'27"W., A DISTANCE OF 766.00 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 766.00 FEET, THROUGH A CENTRAL ANGLE OF 51°16'47", SUBTENDED BY A CHORD OF 662.92 FEET AT A BEARING OF S.03°27'50"W., FOR A DISTANCE OF 685.57 FEET TO THE END OF SAID CURVE; THENCE RUN S.89°53'56"W., FOR A DISTANCE OF 117.39 FEET, TO THE POINT OF BEGINNING; CONTAINING 1.583 ACRES, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.01°09'58"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772


BY  P.S.M. #6130
JERRY L. RIFFELMACHER STATE OF FLORIDA

EXHIBIT " A "

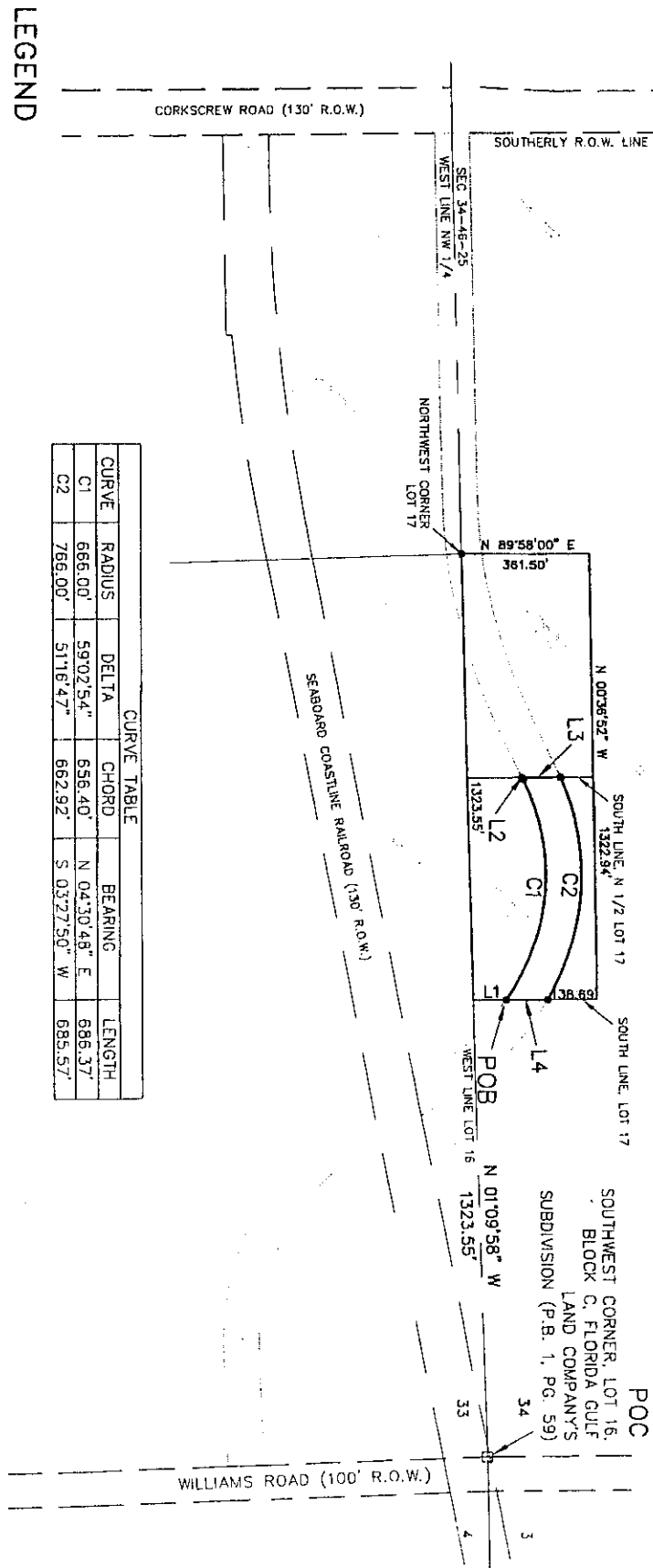


GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

LINE	DIRECTION	DISTANCE
L1	N 89°53'56" E	92.67'
L2	N 25°00'39" W	8.13'
L3	N 89°54'18" E	109.23'
L4	S 89°53'56" W	117.39'



CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
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LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

* NOT A SURVEY *

SEC-TWN-RGE: 34-46-25
DRAWN BY: AM
DATE: 08/04
CHECKED BY: R-4916
DRAWING NO: R-4916



HOLE MONTES ENGINEERS - PLANNERS - SURVEYORS
950 Encore Way
Naples, FL 34110
Phone: (941) 234-2000
Florida Certificate of Authorization No. 1772

NOT VALID WITHOUT THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO: 97.079
REFERENCE NO: SANSL10

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

OPM -

SERIAL

2598612

FUND OWNER'S FORM

Schedule A

Policy No. OPM-2598611 Effective Date: the date and time of recording
Amount: \$344,777.40

1. Name of Insured: Lee County, Florida, a political subdivision of the State of Florida.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book _____, Page _____ of the Public Records of Lee County, Florida.

3. The land referred to in this policy is described as follows:
As described on the attached Exhibit "A"

I, the undersigned agent, hereby certify that

- the transaction insured herein is governed by RESPA Yes No
- if Yes, I have performed all "core title agent services." Yes No

TRUMAN J. COSTELLO, P.A.

Agent's Signature

Post Office Drawer 60205
Fort Myers, Florida 33906

Agent Member No. 6365



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2099

HM PROJECT #1997079
8/10/2004
REF. DWG. #B-4910
Page 1 of 1

LEGAL DESCRIPTION:


A PARCEL OF LAND LOCATED IN A PORTION OF THE SOUTH HALF LOT 17, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY  P.S.M. #6130
JERRY L. RIEFFELMACHER STATE OF FLORIDA

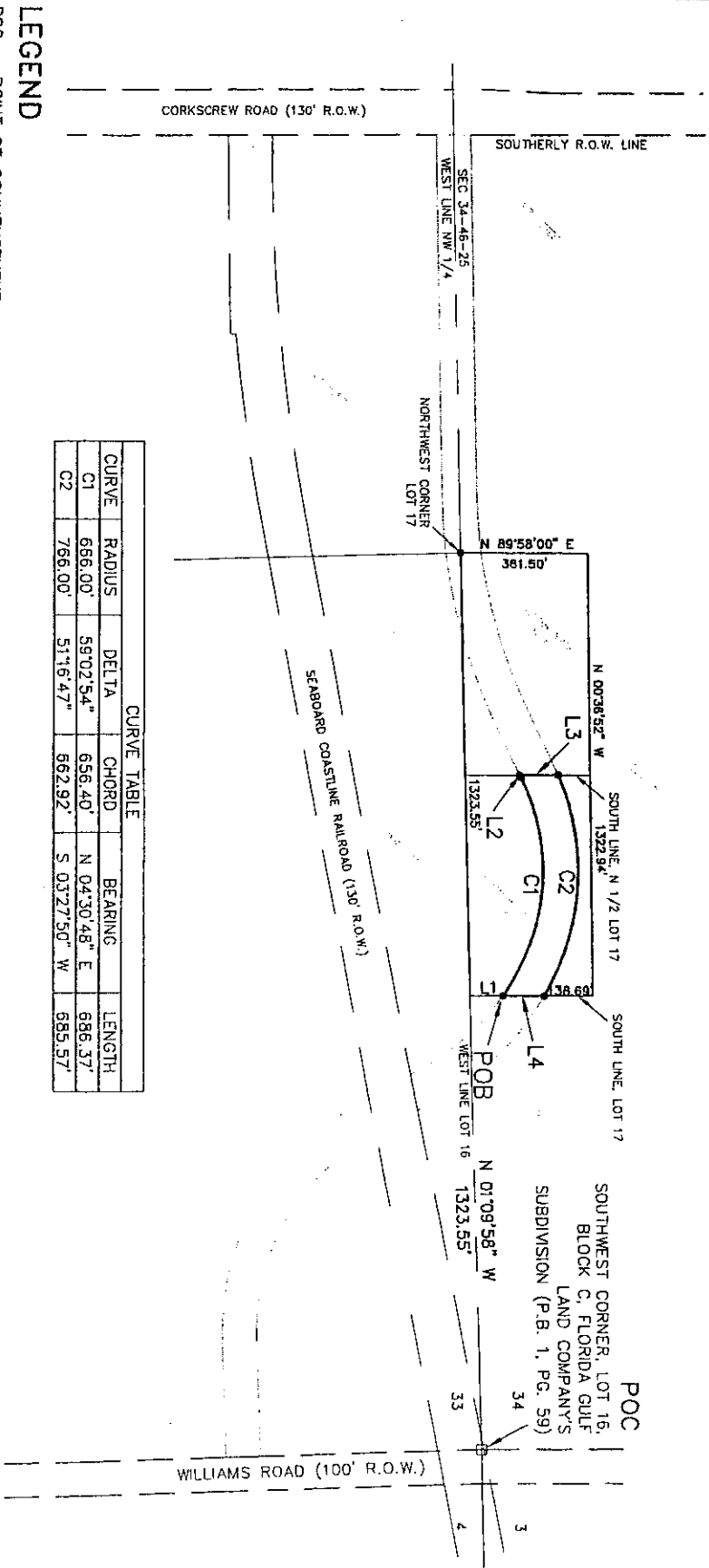


GRAPHIC SCALE



(IN FEET)
1 inch = 400 ft.

LINE	DIRECTION	DISTANCE
L1	N 89°53'56" E	92.67'
L2	N 25°00'39" W	81.5'
L3	N 89°54'18" E	109.23'
L4	S 89°53'56" W	117.39'



CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
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C2	766.00'	51°16'47"	662.92'	S 03°27'50" W	685.57'

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

* NOT A SURVEY *

SEC-17N-1/4-25
DRAWN BY: AM
DATE: 08/04
CHECKED BY: [blank]
DRAWING NO. [blank]



950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Professional Engineer

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO. 97.079
REFERENCE NO. SANSLS10

FUND OWNER'S FORM

Schedule B

Policy No. OPM-2598612

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year 2005, which are not yet due and payable, and subsequent years.

2. 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.

3. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Florida Gulf Land Company's Subdivision, as recorded in Plat Book 1 at Page 29, Public Records of Lee County, Florida.

4. Resolution of Board of County Commissioners recorded in O.R. Book 2816, Page 551, Public Records of Lee County, Florida.

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument

(f) "public records": records established under state statutes at date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser

from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case prejudice the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, The

Fund may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured shall secure to The Fund the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest as insured. If The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of The Fund under this policy as to that claim.

6. Options To Pay or Otherwise Settle Claims; Termination of Liability

In case of a claim under this policy, The Fund shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the time of payment or tender of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to The Fund for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred

by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b) (i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination, Extent of Liability and Coinsurance

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) (This paragraph dealing with Coinsurance was removed from Florida policies.)

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations

8. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Fund shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

10. Reduction of Insurance; Reduction or Termination of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations,

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) The Fund's Right of Subrogation.

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) The Fund's Rights Against Non-insured Obligors.

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be

demanded if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or
assistance in resolving complaints,
call 407-240-3863.

Offices at

6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

Parcel #5

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

Prepared by and return to:
Truman J. Costello, P.A.
Costello & Royston
Post Office Drawer 60205
Fort Myers, Florida 33906
(239) 939-2222
Parcel Identification Number: 34-46-25-01-0000C.0160

WARRANTY DEED

THIS INDENTURE, made this 24th day of September, 2004, between Christ Community Ministries, Inc. a Florida not for profit Corporation having a mailing address of 8681 County Road, Estero, FL 33928, herein called Grantor, and Lee County Florida, a political subdivision of the state of Florida, having a mailing address of: P.O. Box 398, Fort Myers, FL 33902-0398 herein called Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

As described in the attached legal description exhibit and as depicted in the attached sketch to accompany a legal description.

Subject to easements, restrictions and reservations of record, and taxes for the current and subsequent years;

and the 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, the said Grantor has executed this deed on the date above stated.

Signed, sealed and delivered
in the presence of:

Christ Community Ministries, Inc.

Joanna D. Boze
Witness
JOANNA D. BOZE
Typed/Printed Name of Witness

by: William R. Russell II
William R. Russell, II, president

**ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE**

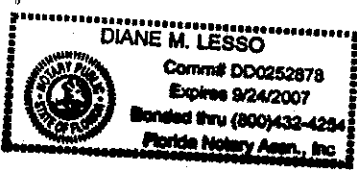
Celia A. Lentz
Witness
Celia A. Lentz
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared William R. Russell, II, president of Christ Community Ministries, Inc., who is personally known to me, or who produced a as identification and who executed the foregoing instrument and acknowledged before me that he executed same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of September, 2004.

SEAL



Diane M. Lesso
Diane M. Lesso
Notary Public State of Florida
Commission Expires: 9/24/2007

exhibit "A"

HM PROJECT #1997079
10/13/2004
REF. DWG. #B-4501-2
Page 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

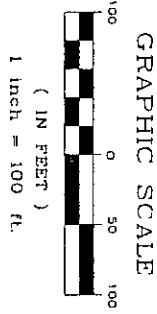
COMMENCE AT THE SOUTHWEST CORNER OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 1,087.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 236.55 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16; THENCE RUN N.89°53'56"E., ALONG THE NORTH LINE OF SAID LOT 16, FOR A DISTANCE OF 210.06 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.60°53'46"W., A DISTANCE OF 766.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 766.00 FEET, THROUGH A CENTRAL ANGLE OF 23°36'36", SUBTENDED BY A CHORD OF 313.42 FEET AT A BEARING OF S.40°54'32"W., FOR A DISTANCE OF 315.65 FEET TO THE POINT OF BEGINNING; CONTAINING 0.648 ACRE, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.01°09'58"W.

Less and Except that property described on the attached page 2 of this Exhibit "A"

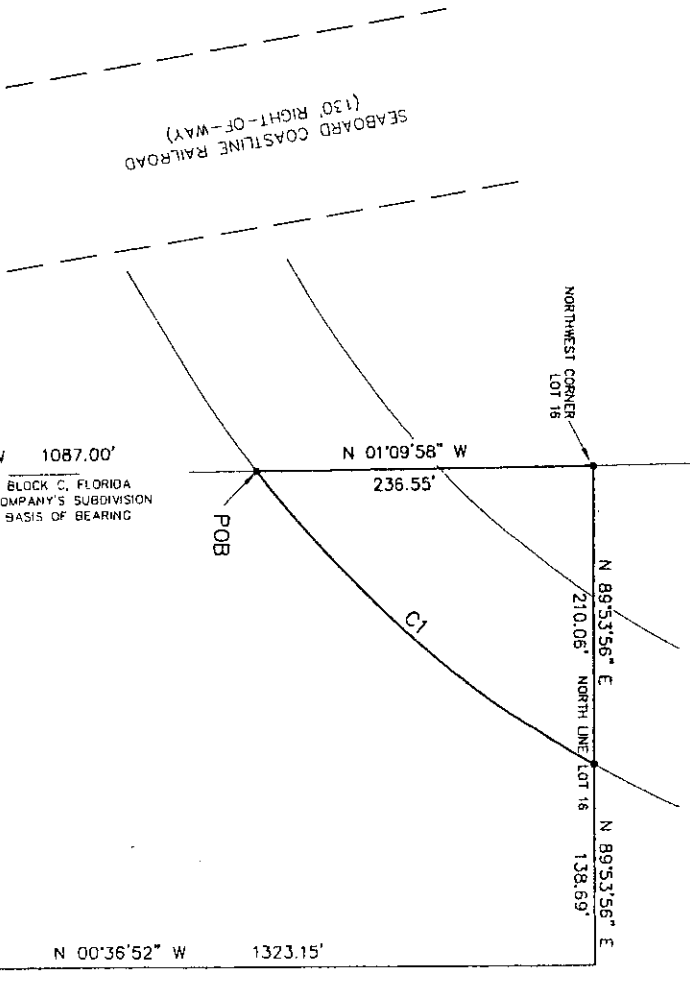
EXHIBIT "A"



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	756.00'	23°36'36"	313.42'	N 40°54'32" E	315.65'

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING



* NOT A SURVEY *

SEC-1WN-RGE 34-45-25
DRAWN BY: ALR
DATE: 08/04
DRAWING NO: B-4501-2



950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Authorization No. 1772

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER.

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO. 97.079
DATE: 08/04/04
DRAWING NO: B-4501-2

HM PROJECT #1997079
10/13/2004
REF. DWG. #B-4933
Page 1 of 1

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 1,216.21 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 107.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE RUN N.89°53'56"E., ALONG THE NORTH LINE OF SAID LOT 16, FOR A DISTANCE OF 92.67 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.55°57'45"W., A DISTANCE OF 666.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 666.00 FEET, THROUGH A CENTRAL ANGLE OF 12°06'34", SUBTENDED BY A CHORD OF 140.50 FEET AT A BEARING OF S.40°05'32"W., FOR A DISTANCE OF 140.76 FEET TO THE POINT OF BEGINNING; CONTAINING 0.122 ACRE, MORE OR LESS.

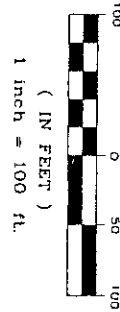
THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.01°09'58"W.

EXHIBIT 1-2-99



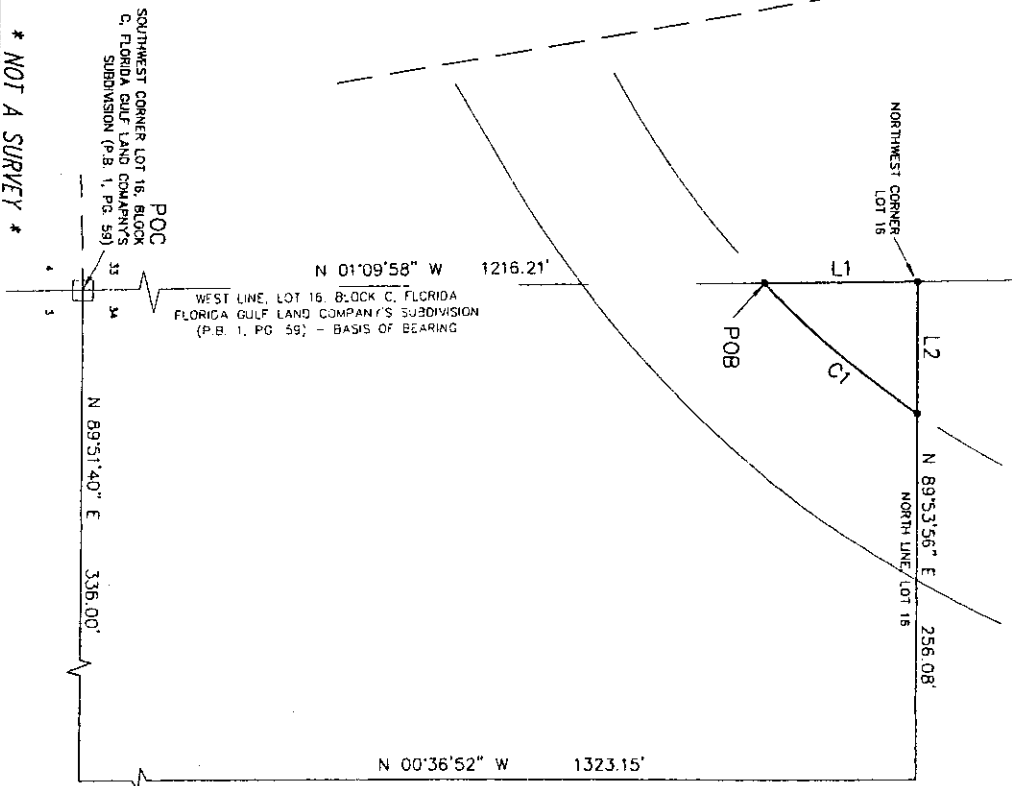
GRAPHIC SCALE



LINE	DIRECTION	DISTANCE
L1	N 01°09'58" W	107.34'
L2	N 89°53'56" E	92.67'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	666.00'	1206.34"	140.50'	S 40°05'32" W	140.76'

SEABOARD COASTLINE RAILROAD
(130' RIGHT-OF-WAY)



LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

* NOT A SURVEY *

SEC-TW-RC-34-46-25
DRAWN BY: J.A.
CHECKED BY: J.R.
DATE: 08/04
DRAWING NO: B-4933



950 Encore Way
Naples, FL 34110
Phone: (941) 254-2000
Florida Certificate of
Authorization No.1772

NOT VALID WITHOUT
THE SIGNATURE AND
SEAL OF A FLORIDA
LICENSED SURVEYOR
AND MAPPER

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO: 97.079
REFERENCE NO: N1397C29

Parcel: _____
Strap: 34-46-25-01-0000C.0160
Project: Sandy Lane Extension

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 24 day of September 2004 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Christ Community Ministries, Inc.
8681 County Road
Esteros, FL 33928

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Christ Communities Ministries, Inc., a Florida not for profit corporation.
2. _____
3. _____
4. _____
5. _____
6. _____

The real property to be conveyed to Lee County is known as: a portion of Sandy Lane Extension lying in Lot 16, Block C, Florida Gulf Land Company's Subdivision, according to the Plat thereof recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida.

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

FURTHER AFFIANT SAYETH NAUGHT.....

Signed, sealed and delivered in our presences

Joanna D. Boze
Witness Signature

JOANNA D. BOZE
Printed Name

Celia A. Lertz
Witness Signature

Celia A. Lertz
Printed Name

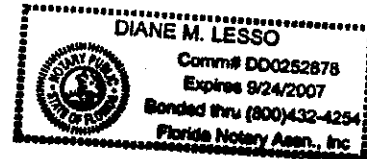
WR Russell II
William R. Russell, II, president
Christ Community Ministries, Inc.

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 24th day of September 2004
by William R. Russell, II, president Christ Community Ministries, Inc., a Florida not for
profit corporation.

Diane M. Lesso
Notary Signature
Diane M. Lesso
typed or printed name of notary

personally known
produced identification _____
type of identification _____



OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By 

Charles J. Kovaleski
President

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

SERIAL
OPM - 2578231

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and The Fund will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to The Fund, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to The Fund by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (a) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (b) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (i) to timely record the instrument of transfer; or
 - (ii) of such recordation to impart notice to a purchaser for value or a judgment or lien creditor.

CONDITIONS AND STIPULATIONS

1. Definition of Terms

The following terms when used in this policy mean:

- (a) "insured": the insured named in Schedule A, and, subject to any rights or defenses The Fund would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors
- (b) "insured claimant": an insured claiming loss or damage.
- (c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.
- (d) "land": the land described or referred to in Schedule A, and improvements affixed thereto which by-law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, or any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.
- (e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument
- (f) "public records": records established under state statutes at date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions from Coverage, "public records" shall also include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.
- (g) "unmarketability of the title": an alleged or apparent matter affecting the title to the land, not excluded or excepted from coverage, which would entitle a purchaser of the estate or interest described in Schedule A to be released from the obligation to purchase by virtue of a contractual condition requiring the delivery of marketable title.

2. Continuation of Insurance After Conveyance of Title
The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser

from the insured of either (i) all estate or interest in the land, or (ii) all indebtedness secured by a purchase money mortgage given to the insured.

3. Notice of Claim To Be Given by Insured Claimant

The insured shall notify The Fund promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest, as insured, and which might cause loss or damage for which The Fund may be liable by virtue of this policy, or (iii) if title to the estate or interest, as insured, is rejected as unmarketable. If prompt notice shall not be given to The Fund, then as to the insured all liability of The Fund shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify The Fund shall in no case prejudice the rights of any insured under this policy unless The Fund shall be prejudiced by the failure and then only to the extent of the prejudice.

4. Defense and Prosecution of Actions; Duty of Insured Claimant To Cooperate

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, The Fund, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Fund shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Fund will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action which allege matters not insured against by this policy.

(b) The Fund shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Fund may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If The Fund shall exercise its rights under this paragraph, it shall do so diligently.

(c) Whenever The Fund shall have brought an action or interposed a defense as required or permitted by the provisions of this policy, The

FUND OWNER'S FORM

Schedule A

Policy No. OPM-2578231

Effective Date: The date and time of recording

Amount of Insurance: \$114,562.80

1. Name of Insured: Lee County, Florida, a political subdivision of the state of Florida.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book _____, Page _____ of the Public Records of Lee County, Florida.

3. The land referred to in this policy is described as follows:

That Lee County, Florida real property described on the attached composite Exhibit "A"

I, the undersigned agent, hereby certify that

- the transaction insured herein is governed by RESPA Yes No
- if Yes, I have performed all "core title agent services." Yes No

TRUMAN J. COSTELLO, P.A.

Agent's Signature

Post Office Drawer 60205
Fort Myers, Florida 33906

Agent Member No. 6365

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

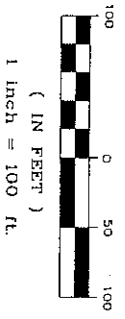
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Less and Except that property described on the attached page 2 of this Exhibit "A"

EXHIBIT "A"



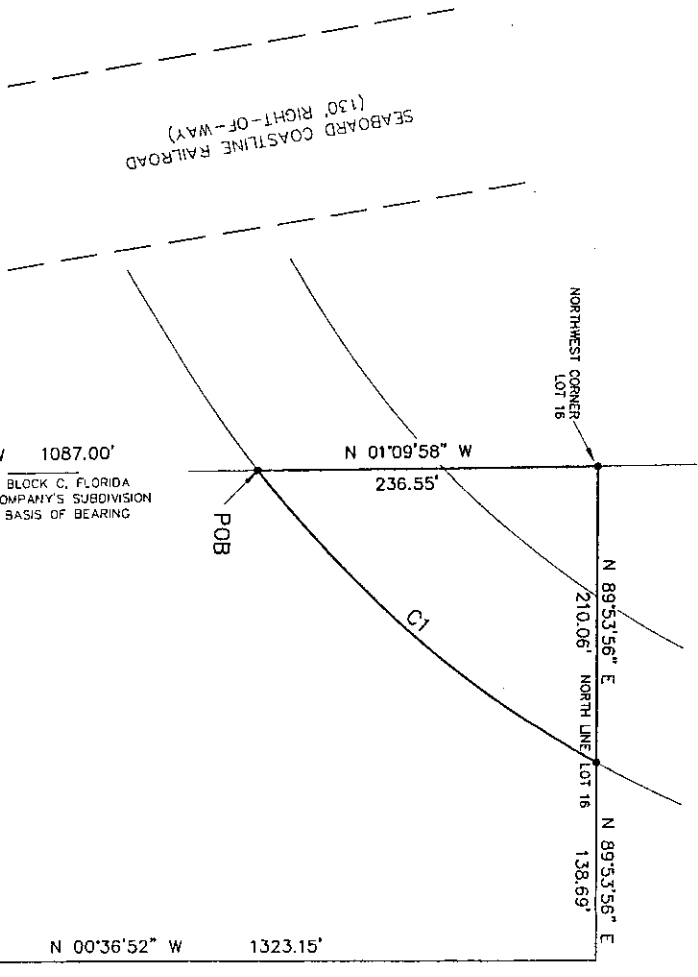
GRAPHIC SCALE



CURVE TABLE			
CURVE	RADIUS	DELTA	CHORD
C1	766.00'	23°36'36"	313.42'
			BEARING: N 40°54'32" E
			LENGTH: 315.65'

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING



POC
 SOUTHWEST CORNER LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION (P.B. 1, PG. 59)

WEST LINE, LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION (P.B. 1, PG. 59) - BASIS OF BEARING

SEC-TWN-RGE:	34-46-25
DRAWN BY:	AM
CHECKED BY:	J.R.
DATE:	08/04
DRAWING NO.:	9-4501-2



950 Encore Way
 Naples, FL 34110
 Phone: (941) 254-2000
 Florida Certificate of
 Authorization No. 1772

* NOT A SURVEY *

NOT VALID WITHOUT
 THE SIGNATURE AND
 SEAL OF A FLORIDA
 LICENSED SURVEYOR
 AND MAPPER.

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO.:	97.079
REFERENCE NO.:	CHURCHROSL-2

HM PROJECT #1997079
10/13/2004
REF. DWG. #B-4933
Page 1 of 1

LEGAL DESCRIPTION:

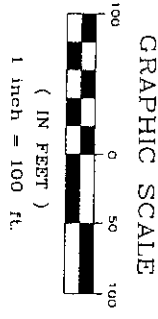
A PARCEL OF LAND LOCATED IN A PORTION OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 1,216.21 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'58"W., ALONG THE WEST LINE OF SAID LOT 16, FOR A DISTANCE OF 107.34 FEET TO THE NORTHWEST CORNER OF SAID LOT 16; THENCE RUN N.89°53'56"E., ALONG THE NORTH LINE OF SAID LOT 16, FOR A DISTANCE OF 92.67 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.55°57'45"W., A DISTANCE OF 666.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 666.00 FEET, THROUGH A CENTRAL ANGLE OF 12°06'34", SUBTENDED BY A CHORD OF 140.50 FEET AT A BEARING OF S.40°05'32"W., FOR A DISTANCE OF 140.76 FEET TO THE POINT OF BEGINNING; CONTAINING 0.122 ACRE, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE WEST LINE OF LOT 16, BLOCK C, FLORIDA GULF LAND COMPANY'S SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 1 AT PAGE 59 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N.01°09'58"W.

EXHIBIT "A-2"



LINE	DIRECTION	DISTANCE
L1	N 01°09'58" W	107.34'
L2	N 89°53'56" E	92.67'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	666.00'	12°06'34"	140.50'	S 40°05'32" W	140.76'

LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING

SEC-TWN-RGE: 34-46-25
 DRAWN BY: AM
 DATE: 08/04
 CHECKED BY: J.R.
 DRAWING NO: B-4933

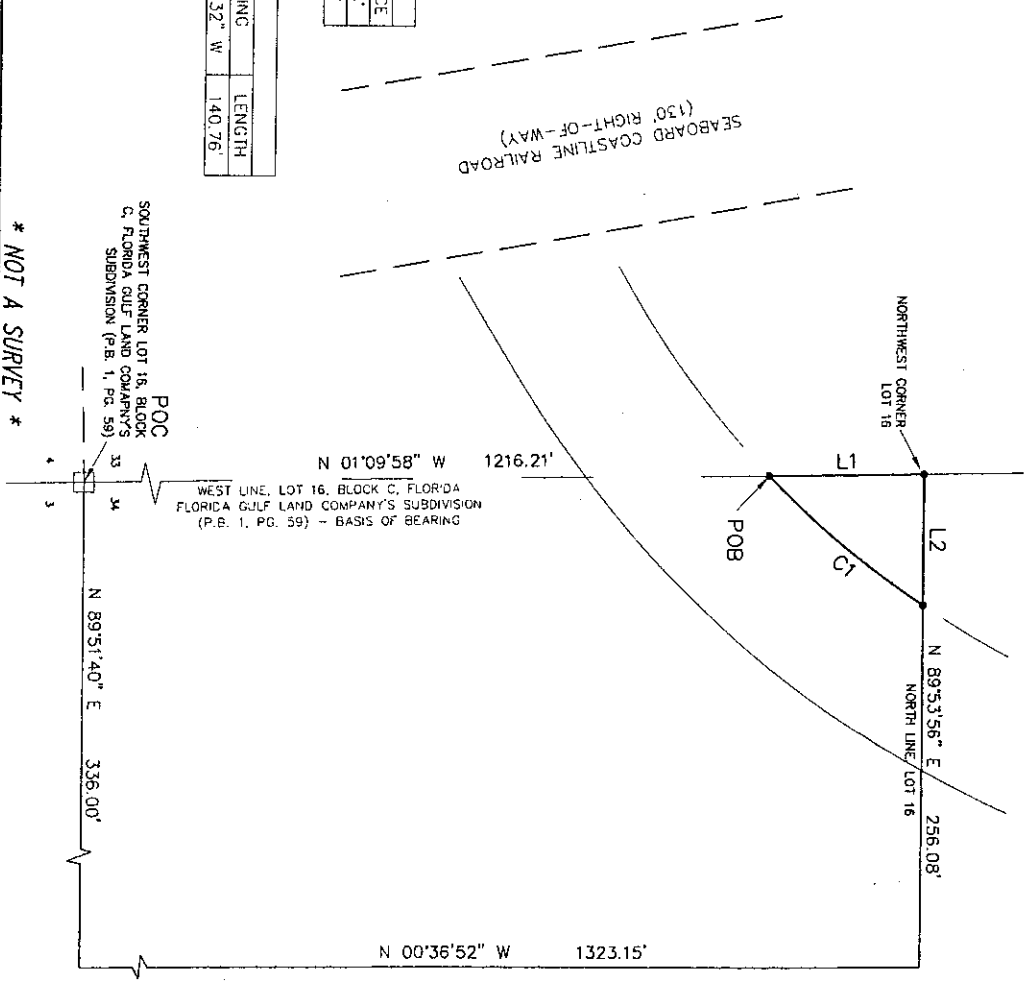


930 Encore Way
 Naples, FL 34110
 Phone: (941) 254-2000
 Florida Certificate of
 Authorization No. 1772

*** NOT A SURVEY ***
 NOT VALID WITHOUT
 THE SIGNATURE AND
 SEAL OF A FLORIDA
 LICENSED SURVEYOR
 AND MAPPER.

SKETCH TO ACCOMPANY A LEGAL DESCRIPTION

PROJECT NO: 97.079
 REFERENCE NO: NIMCHURCHSL



FUND OWNER'S FORM

Schedule B

Policy No. OPM-2578231

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year 2005, and subsequent years, which are not yet due and payable.
2. 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.
3. Restrictions, conditions, reservations, easements, and other matters contained on the Plat of Florida Gulf Land Company's Subdivision, as recorded in Plat Book, Page 59, Public Records of Lee County, Florida.
4. Notice of Development Order Approval recorded in O.R. Book 3463, at page 3986, Public Records of Lee County, Florida.

Fund may pursue any litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(d) In all cases where this policy permits or requires The Fund to prosecute or provide for the defense of any action or proceeding, the insured shall secure to The Fund the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit The Fund to use, at its option, the name of the insured for this purpose. Whenever requested by The Fund, the insured, at The Fund's expense, shall give The Fund all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act which in the opinion of The Fund may be necessary or desirable to establish the title to the estate or interest as insured. If The Fund is prejudiced by the failure of the insured to furnish the required cooperation, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. Proof of Loss or Damage

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided The Fund, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to The Fund within 90 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If The Fund is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, The Fund's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of The Fund and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of The Fund, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of The Fund, the insured claimant shall grant its permission, in writing, for any authorized representative of The Fund to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to The Fund pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of The Fund, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of The Fund under this policy as to that claim.

6. Options To Pay or Otherwise Settle Claims; Termination of Liability

In case of a claim under this policy, The Fund shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by The Fund, up to the time of payment or tender of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to The Fund for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred

by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant which were authorized by The Fund up to the time of payment and which The Fund is obligated to pay.

Upon the exercise by The Fund of either of the options provided for in paragraphs (b) (i) or (ii), The Fund's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. Determination, Extent of Liability and Coinsurance

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of The Fund under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or,

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy.

(b) (This paragraph dealing with Coinsurance was removed from Florida policies.)

(c) The Fund will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations

8. Apportionment

If the land described in Schedule A consists of two or more parcels which are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by The Fund and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. Limitation of Liability

(a) If The Fund establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, or cures the claim of unmarketability of title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by The Fund or with The Fund's consent, The Fund shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Fund shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of The Fund.

10. Reduction of Insurance; Reduction or Termination of Liability

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount The Fund may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. Payment of Loss

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of The Fund.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations,

the loss or damage shall be payable within 30 days thereafter.

13. Subrogation Upon Payment or Settlement

(a) The Fund's Right of Subrogation.

Whenever The Fund shall have settled and paid a claim under this policy, all right of subrogation shall vest in The Fund unaffected by any act of the insured claimant.

The Fund shall be subrogated to and be entitled to all rights and remedies which the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by The Fund, the insured claimant shall transfer to The Fund all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit The Fund to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, The Fund shall be subrogated to these rights and remedies in the proportion which The Fund's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but The Fund, in that event, shall be required to pay only that part of any losses insured against by this policy which shall exceed the amount, if any, lost to The Fund by reason of the impairment by the insured claimant of The Fund's right of subrogation.

(b) The Fund's Rights Against Non-insured Obligors.

The Fund's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments which provide for subrogation rights by reason of this policy.

14 Arbitration

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be

demand if agreed to by both The Fund and the insured. Arbitrable matters may include, but are not limited to, any controversy or claim between The Fund and the insured arising out of or relating to this policy, and service of The Fund in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from The Fund upon request.

15. Liability Limited to this Policy; Policy Entire Contract

(a) This policy together with all endorsements, if any, attached hereto by The Fund is the entire policy and contract between the insured and The Fund. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, or Agent of The Fund.

16. Severability

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision and all other provisions shall remain in full force and effect.

17. Notices, Where Sent

All notices required to be given The Fund and any statement in writing required to be furnished The Fund shall include the number of this policy and shall be addressed to The Fund at its principal office at Post Office Box 628600, Orlando, Florida 32862-8600.

OWNER'S
TITLE INSURANCE
POLICY

Attorneys'
Title Insurance Fund,
Inc.

ORLANDO, FLORIDA



For information about coverage or
assistance in resolving complaints,
call 407-240-3863.

Offices at
6545 Corporate Centre Boulevard
Orlando, FL 32822
(407) 240-3863 • (800) 336-3863

Parcel #6

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

Prepared by and return to:
Truman J. Costello, P.A.
Costello & Royston
Post Office Drawer 60205
Fort Myers, Florida 33906
(239) 939-2222
Parcel Identification Number: 33-46-25-00-00019.0070

WARRANTY DEED

THIS INDENTURE, made this 26th day of October, 2004, between DMM Development Limited Partnership, a Florida limited partnership having a mailing address of P.O. Box 366879 Bonita Springs, FL 34136, herein called Grantor, and Lee County, a political subdivision of the State of Florida having a mailing address of: P.O. Box 398, Fort Myers, FL 33902-0398 herein called Grantee.

WITNESSETH: That the said Grantor, for and in consideration of the sum of TEN AND 00/100 (\$10.00) DOLLARS, to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee, its successors and assigns forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to-wit:

As shown on the attached Exhibit "A"

Subject to easements, restrictions and reservations of record, and taxes for the current and subsequent years;

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

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE.

IN WITNESS WHEREOF, the said Grantor has executed this deed on the date above stated.

Signed, sealed and delivered in the presence of:

DMM Development Limited Partnership
By: McCardle Development, Inc.
its general partner

by: Ronald C. Dillon
Ronald C. Dillon,
vice-president

[Signature]

Witness
TRUMAN J. COSTELLO
Typed/Printed Name of Witness

[Signature]

Witness
BRENDA LAWMASTER
Typed/Printed Name of Witness

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Ronald C. Dillon, as vice-president of McCardle Development, Inc., general partner of DMM Development Limited Partnership, who is personally known to me, or who produced a _____ as identification and who executed the foregoing instrument and acknowledged before me that he executed same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of October, 2004.

SEAL

[Signature]
BRENDA LAWMASTER
Notary Public State of Florida
Commission Expires: _____



Brenda Lawmaster
MY COMMISSION # DD121844 EXPIRES
June 3, 2006
BONDED THRU TROY FAIN INSURANCE, INC.

Exhibit "A"

HM PROJECT #1997079
9/29/2004
REF. DWG. #B-4494
Page 1 of 1

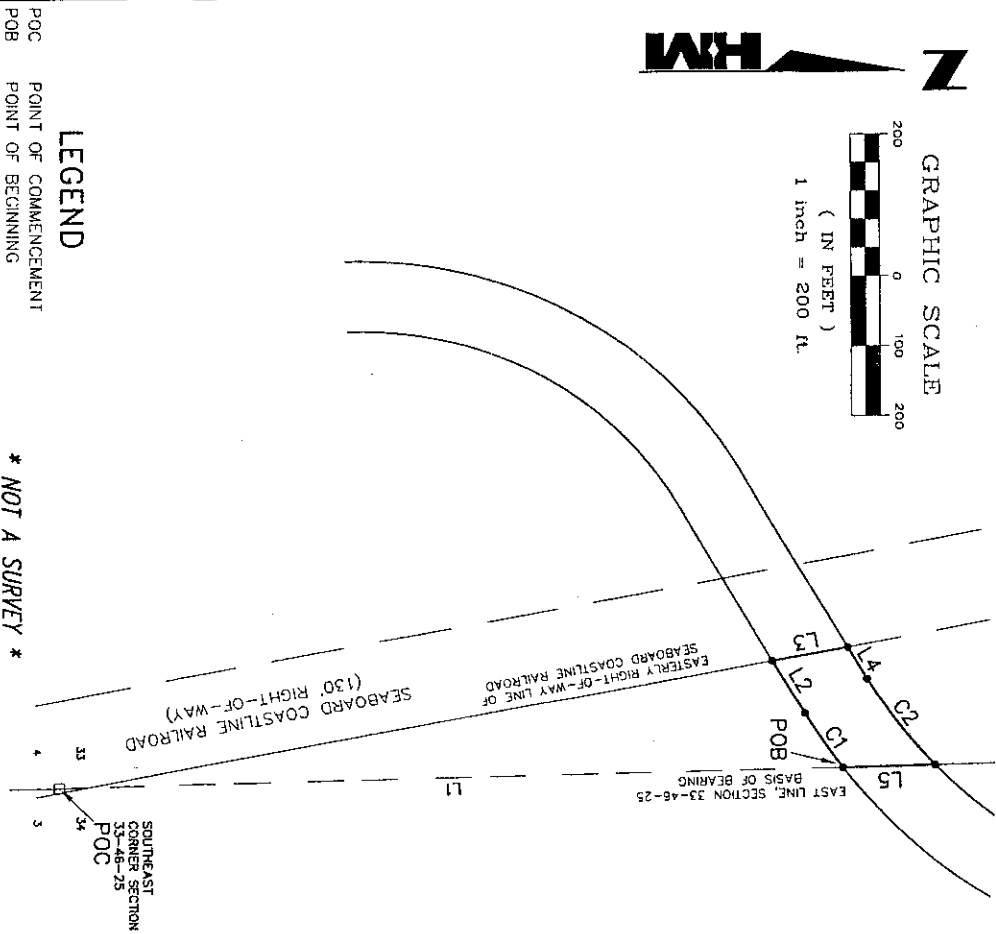
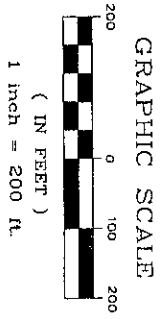
LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LOCATED EASTERLY OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY, A 130.00 FOOT RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE EAST LINE OF SAID SECTION 33, FOR A DISTANCE OF 1,087.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.37°17'10"W., A DISTANCE OF 766.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 766.00 FEET, THROUGH A CENTRAL ANGLE OF 07°01'49", SUBTENDED BY A CHORD OF 93.93 FEET AT A BEARING OF S.56°13'44"W., FOR A DISTANCE OF 93.99 FEET TO THE END OF SAID CURVE; THENCE RUN S.59°44'39"W., FOR A DISTANCE OF 88.70 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE RUN N.10°29'23"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 106.26 FEET; THENCE RUN N.59°44'39"E., FOR A DISTANCE OF 52.76 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 666.00 FEET, THROUGH A CENTRAL ANGLE OF 13°35'50", SUBTENDED BY A CHORD OF 157.68 FEET AT A BEARING OF N.52°56'44"E., FOR A DISTANCE OF 158.05 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 33; THENCE RUN S.01°09'58"E., ALONG THE EAST LINE OF SAID SECTION 33, FOR A DISTANCE OF 129.20 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.450 ACRE, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N.01°09'58"W.



LEGEND

POC POINT OF COMMENCEMENT
 POB POINT OF BEGINNING

SEC-TWN-RGE:	33-46-25
DRAWN BY:	AM
CHECKED BY:	A.P.
DATE:	03/04
DRAWING NO.:	B-4494



950 Encore Way
 Naples, FL 34110
 Phone: (941) 254-2000
 Florida Certificate of
 Authorization No. 1772

*** NOT A SURVEY ***

NOT VALID WITHOUT
 THE SIGNATURE AND
 SEAL OF A FLORIDA
 LICENSED SURVEYOR
 AND MAPPER.

LINE	DIRECTION	DISTANCE
L1	N 01°09'58" W	1087.00'
L2	S 59°44'39" W	88.70'
L3	N 10°29'23" W	106.26'
L4	N 59°44'39" E	52.76'
L5	S 01°09'58" E	129.20'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	766.00'	07°01'49"	93.93'	S 56°13'44" W	93.99'
C2	666.00'	13°35'50"	157.66'	N 52°56'44" E	158.05'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LOCATED EASTERLY OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY, A 130.00 FOOT RIGHT-OF-WAY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE RUN N 01°09'58"W, ALONG THE EAST LINE OF SAID SECTION 33, FOR A DISTANCE OF 1,087.00 FEET, THENCE RUN N 01°09'58"W, ALONG THE EAST LINE OF SAID SECTION 33, TO A POINT ON A CURVE, THE BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND TO A POINT ON A CURVE, THE END OF SAID PARCEL OF LAND, WHOSE RADIUS POINT BEARS N 37°17'10"W, A DISTANCE OF 766.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 766.00 FEET, THROUGH A CENTRAL ANGLE OF 07°01'49", SUBTENDED BY A CHORD OF 93.93 FEET AT A BEARING OF S 56°13'44"W, FOR A DISTANCE OF 93.99 FEET TO THE END OF SAID CURVE; THENCE RUN S 59°44'39"W, FOR A DISTANCE OF 88.70 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE RUN N 10°29'23"W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 106.26 FEET; THENCE RUN N 59°44'39"E, FOR A DISTANCE OF 52.76 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 666.00 FEET, THROUGH A CENTRAL ANGLE OF 13°35'50", SUBTENDED BY A CHORD OF 157.66 FEET AT A BEARING OF N 52°56'44"E, FOR A DISTANCE OF 158.05 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 33; THENCE RUN S 01°09'58"E, ALONG THE EAST LINE OF SAID SECTION 33, FOR A DISTANCE OF 129.20 FEET, TO THE POINT OF BEGINNING, CONTAINING 0.450 ACRES, MORE OR LESS.

NOTES:

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
 BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N10709587W.
 HOLE MONTEZ, INC.
 CERTIFICATE OF AUTHORIZATION LB #1772

BY JERRY L. RITTELMACHER P.S.M. #8130
 STATE OF FLORIDA

SKETCH AND LEGAL DESCRIPTION

PROJECT NO. **03.046**
 REFERENCE NO. TRIANGLEFDSL

Parcel: 6
Strap: 33-46-25-00-00019.0070
Project: Sandy Lane Extension

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 28th day of October, 2004 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

DMM Development Limited Partnership, a Florida limited partnership

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. McArdle Development, Inc., a Florida corporation
2. Mark McArdle
3. Megan McArdle
4. David A. McArdle
5. Amelia McArdle Children's Trust
6. Abigail McArdle Children's Trust, all of 1600 E. Main Street, Suite B., St. Charles, IL 60174.

The real property to be conveyed to Lee County is known as: a portion of Sandy Lane Extension located in the SE ¼ of the SE ¼ of Section 33, Township 46 South, Range 25 East, Lee County, Florida, located Easterly of the Seaboard Coastline Railroad right-of-way, a 130.00 foot right-of-way.

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

FURTHER AFFIANT SAYETH NAUGHT.....

Signed, sealed and delivered in our presences

Vicki Pierson
Witness Signature

Ronald C. Dillon
Ronald C. Dillon, vice-president

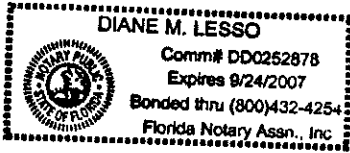
Vicki Pierson
Printed Name

Clifford J. Verderber
Witness Signature

Clifford J. VERDERBER
Printed Name

STATE OF FLORIDA
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 28th day of October, 2004
by Ronald C. Dillon, vice president of McArdle Development, Inc., a Florida corporation.



Diane M. Lesso
Notary Signature
Diane M. LESSO
typed or printed name of notary

X personally known
produced identification _____
type of identification _____

OWNER'S TITLE INSURANCE POLICY

Attorneys' Title Insurance Fund, Inc.

ORLANDO, FLORIDA

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, ATTORNEYS' TITLE INSURANCE FUND, INC., a Florida corporation, herein called The Fund, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Unmarketability of the title;
4. Lack of a right of access to and from the land.

The Fund will also pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

In Witness Whereof, ATTORNEYS' TITLE INSURANCE FUND, INC. has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory.



Attorneys' Title Insurance Fund, Inc.

By

Charles J. Kovaleski
President

SERIAL

ORIGINAL DOCUMENTS RETAINED
IN COUNTY ATTORNEYS OFFICE
FOR HANDLING UPON BOARD
ACCEPTANCE

OPM -

2578234

FUND OWNER'S FORM

Schedule A

Policy No. OPM-2578234

Effective Date: the date and time of recording

Amount: \$98,010.00

1. Name of Insured: Lee County, Florida, a political subdivision of the State of Florida.

2. The estate or interest in the land described herein and which is covered by this policy is a fee simple (if other, specify same) and is at the effective date hereof vested in the named insured as shown by instrument recorded in Official Records Book _____, Page _____ of the Public Records of Lee County, Florida.

3. The land referred to in this policy is described as follows:

As described on the attached Exhibit "A"

I, the undersigned agent, hereby certify that

- the transaction insured herein is governed by RESPA Yes No
- if Yes, I have performed all "core title agent services." Yes No

TRUMAN J. COSTELLO, P.A.

Agent's Signature

Post Office Drawer 60205
Fort Myers, Florida 33906

Agent Member No. 6365

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, LOCATED EASTERLY OF THE SEABOARD COASTLINE RAILROAD RIGHT-OF-WAY, A 130.00 FOOT RIGHT-OF-WAY, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE EAST LINE OF SAID SECTION 33, FOR A DISTANCE OF 1,087.00 FEET, TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.37°17'10"W., A DISTANCE OF 766.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 766.00 FEET, THROUGH A CENTRAL ANGLE OF 07°01'49", SUBTENDED BY A CHORD OF 93.93 FEET AT A BEARING OF S.56°13'44"W., FOR A DISTANCE OF 93.99 FEET TO THE END OF SAID CURVE; THENCE RUN S.59°44'39"W., FOR A DISTANCE OF 88.70 FEET TO A POINT ON THE EASTERLY RIGHT-OF-WAY LINE OF THE SEABOARD COASTLINE RAILROAD; THENCE RUN N.10°29'23"W., ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 106.26 FEET; THENCE RUN N.59°44'39"E., FOR A DISTANCE OF 52.76 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 666.00 FEET, THROUGH A CENTRAL ANGLE OF 13°35'50", SUBTENDED BY A CHORD OF 157.68 FEET AT A BEARING OF N.52°56'44"E., FOR A DISTANCE OF 158.05 FEET TO A POINT ON THE EAST LINE OF SAID SECTION 33; THENCE RUN S.01°09'58"E., ALONG THE EAST LINE OF SAID SECTION 33, FOR A DISTANCE OF 129.20 FEET, TO THE POINT OF BEGINNING; CONTAINING 0.450 ACRE, MORE OR LESS.

THIS PROPERTY SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N.01°09'58"W.

FUND OWNER'S FORM

Schedule B

Policy No. OPM-2578233

This policy does not insure against loss or damage by reason of the following exceptions:

1. Taxes for the year 2005, which are not yet due and payable, and subsequent years.

2. 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.