

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20020392

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of a ±62 acre parcel of land for the South Fort Myers Community Park, Project No. 1873, pursuant to the terms and conditions as set forth in the Purchase Agreement; authorize the Chairman on behalf of the Board of County Commissioners to sign the purchase agreement, authorize payment of necessary fees to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The acquisition of ±62 acres of land for the South Fort Myers Community Park.

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 3

CLB

04-23-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 73, 74, 125, 127
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

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

TIME REQUIRED:

F. 7. Background:

This acquisition consists of the fee interest in ±62 acres of land and is located at 1673 Bass Road, southeast of Summerlin Road across from the Lexington Country Club, in South Fort Myers, further identified as Strap Nos. 04-46-24-00-00007.0000 & .0020.

The owners, George C. Kalemeris, individually and as trustee as to Tract 1, and Joanne C. Holt, a/k/a Joanne Claire Holt, f/k/a Joanne Holt Chard, trustee under that certain Trust Agreement dated July 2, 1984 as to Tract II, have agreed to sell the subject parcel to the County for \$2,630,000. The County is responsible for the cost of a survey, an environmental audit, documentary stamps, and recording of deed. The Sellers', at their expense, are to pay title insurance fees and real estate broker and attorney fees, if any. The County has a 90 day due diligence period to determine feasibility of developing a community park on site.

An agreement is anticipated between the Lee County School Board and the County which would provide ±15 acres of this parcel for a potential school site. The County and the School Board would jointly develop the park/school site creating a savings for both.

The parcel was appraised by Woodward S. Hanson, MAI, CRE, CCIM of Integra Realty Resources, at \$2,630,000.

Funds are available in account no.: 20187318604.506110

ATTACHMENTS:

- 20 - Capital Projects
- 1873 - South Fort Myers Community Park
- 18604 - South Fort Myers/San Carlos Community Park Impact Fees
- 506110 - Land & Court Registry

- Purchase Agreement
- Affidavit of Interest in Real Estate
- Title Commitments
- Appraisal Cover Letter
- Sales History

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A	B	C	D	E	F				G
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager
					OA	COM	RISK	GC	
<i>Woodward</i> 4-11-02	<i>N/A</i>	<i>N/A</i>	<i>BAD</i> <i>4/11/02</i>	<i>S. Hanson</i> <i>4-11-02</i>	<i>4/11/02</i>	<i>4/11/02</i>	<i>4/11/02</i>	<i>4/11/02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
CO. ATTORNEY
4/11/02
2:45 PM

RECVB.
by CO. ATTY.
4/11/02
2:45 PM
CO. ATTY.
FORWARDED TO:
CLB
4/11/02 2:45

This document prepared by
County Lands Division
Project: South Fort Myers Park Location, Project 1873
Parcel: Bass Road
STRAP No.: 04-46-24-00-00007.0000 and 04-46-25-00-00007.0020

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 18th day of MARCH, 2002 by and between George C. Kalemeris, individually and as trustee as to Tract 1, and Joanne C. Holt, a/k/a Joanne Claire Holt, f/k/a Joanne Holt Chard, trustee under that certain Trust Agreement dated July 2, 1984 as to Tract II, hereinafter referred to as SELLER, whose address for Holt is: 2077 First Street, Suite 209, Fort Myers, Florida 33901 and for Kalemeris is: 708 Del Prado Blvd., Cape Coral, Florida 33990, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. AGREEMENT TO PURCHASE AND TO SELL: SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 62.5 acres more or less, and located at 1673 Bass Road, Fort Myers, Florida and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the South Fort Myers Park Location Project 1873, hereinafter called "the Project."

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be Two Million Six Hundred Thirty Thousand dollars and 00/100 (\$2,630,000.00), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** SELLER will obtain at SELLER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$2,630,000.00, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, rights-of-way of the Iona Drainage District canals, and utility easement, and easements as described in Official Record Book 1734, Page 3513, Book 2026, Page 3649, Book 2591, Page 3848, and Book 2125, Page 4214, in the Public Records of Lee County, Florida.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:


- JMK*
- (a) A ~~statutory~~ ^{SPECIAL} warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
 - (b) ~~documentary stamps on deed;~~ *LEE County To be Responsible for Documentary STAMPS.*
 - (c) utility services up to, but not including the date of closing; *JMK*
 - (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
 - (e) payment of partial release of mortgage fees, if any;

(f) SELLER's attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

(a) Recording fee for deed;

(b) survey, (if desired by BUYER).

JA (c) *Lee County, to be responsible for documentary STAMPS.* 

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** At least 15 days prior to closing, BUYER is to provide at BUYER's expense a boundary survey. The survey must have a certification date subsequent to the date of this agreement, be certified to the BUYER, and be provided in both printed and digital formats. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition

with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

SELLER

TO THE BEST OF SELLER'S KNOWLEDGE AND BELIEF

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby ~~warrants~~ and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The

SELLER

TO THE BEST OF SELLER'S

KNOWLEDGE AND BELIEF

REPRESENTS

SELLER further ~~warrants~~ that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

To the best of Seller's Knowledge And Belief

The SELLER also ~~warrants~~ *REPRESENTS* that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

~~In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.~~

(Delete)

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before ~~160~~¹³⁰ days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

J. Winchcomb

SELLER:

George C. Kalemeris
George C. Kalemeris, individually
and as trustee as to Tract 1,
Exhibit A

WITNESSES:

Ernst Wass

SELLER:

Joanne C. Holt
Joanne C. Holt, a/k/a Joanne
Claire Holt, f/k/a Joanne Holt
Chard, trustee under that certain
Trust Agreement dated July 2,
1984 as to Tract II, Exhibit A

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

1. The purchase price of \$2,630,000.00 is based upon a stated upland acreage by SELLER of 39.5 acres. Said acreage shall be verified by the boundary survey obtained by SELLER pursuant to Paragraph 9 of the Agreement and if the actual net acreage is less than 39 acres the purchase price will be adjusted downwards accordingly at the agreed per acre price of \$65,000.00 and wetlands stated acres of 23 adjusted downwards at \$2,300.00 per acre. *Buyer*

2. SELLER warrants that the property is in substantially the same condition as existed when the appraiser inspected the property on December 3, 2001. In this regard, SELLER warrants that no logging, clear cutting, mining or other significant impacts have occurred to or on, the property. BUYER shall inspect the property prior to closing and if, in BUYER'S opinion, significant detrimental activity has occurred on the property with or without the SELLER'S knowledge and consent, since December 3, 2001, BUYER may elect to accept the damaged property in its existing condition with an appropriate reduction in the purchase price, or may terminate this agreement without obligation.

3. BUYER intends to purchase this property for a park site. The purpose of this project is to develop a community park. The existence of severed oil, gas and mineral rights conflicts with the BUYER'S purpose. Therefore, BUYER will deem the existence of oil, gas and mineral rights or leases in a third party as a defect in the chain of title. SELLER agrees to clear or obtain releases for each of these separate oil, gas and mineral rights or leases. In the alternative, SELLER agrees to provide a title commitment and title insurance owner's policy that does not list the separate oil, gas and mineral rights or leases as an exception or otherwise exclude these rights or leases from coverage. If SELLER fails to have the separate rights or leases released of record, or if the title commitment and owner's title insurance policy provided by SELLER excludes the separate rights or leases from coverage, as stipulated in Paragraph 8 of the Agreement, BUYER may elect to accept the property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

4. SELLER, at their expense, are to remove all concrete slabs, pilings, and foundations, clean up areas where removal takes place, and dispose of said items and refuse off site in accordance with Governmental regulations. SELLER is also responsible for the removal of any waste piles, to include abandoned vehicles, farm machinery, household waste, and equipment, or household appliances.

5. All terms set forth in Item(s) 3 of the Special Conditions will survive the closing of this transaction.

6. SELLER is responsible for any permit requirements and/or liabilities arising from any Lee County Development Order.

7. Buyer is granted a ⁹⁰~~120~~ day Due Diligence period that begins on the date Buyer executes this Agreement. The purpose of this Due Diligence period is to allow Buyer to enter the property and perform the necessary studies to determine the feasibility of developing a community park on this site. Anytime during said ~~120~~ day period, Buyer may terminate this Agreement, without further obligation, by providing written notice to Seller at the address identified above.

WITNESSES:

J. Winchcombe

Ernst W. Waf

SELLER:

George C. Kalemeris

George C. Kalemeris, individually and as (DATE)
trustee as to Tract 1, Exhibit A

Joanne C. Holt

Joanne C. Holt, a/k/a Joanne Claire Holt, f/k/a (DATE)
Joanne Holt Chard, trustee under that certain
Trust Agreement dated July 2, 1984 as to Tract II, Exhibit A

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

A Parcel of Land
Lying in
Section 4, Township 46 South, Range 24 East
Lee County, Florida
(Parcel No. 1)

OR2125 Pgs: 218

OR2733 Pgs: 468

HARVEY GREEN LEE CITY FL
96 AUG -7 PM 3:29

A parcel of land situated in the State of Florida, County of Lee, being a portion of a tract of land described in Official Records Book 1734 at Page 3513, Public Records, Section 4, Township 46 South, Range 24 East, and further bounded and described as follows:

Starting at an octagonal concrete monument (stamped R.L.S. 13375) marking the true center of said Section 4; thence $500^{\circ}40'18''$ along the east line of the southwest one quarter (SW 1/4) of said Section 4 for 4.31 feet to a concrete monument (stamped 13877); thence continue $500^{\circ}40'18''$ along said east line for 1295.17 feet to an iron rod (Corporation Cap "LCEI"); thence $S09^{\circ}11'42''$ perpendicular to said fractional line for 803.15 feet; thence $500^{\circ}40'18''$ parallel with said fractional line for 330.01 feet to the Point of Beginning; thence $N89^{\circ}11'42''$ for 310.04 feet to the beginning of a curve concave to the southwest having a radius of 100.00 feet; thence southeasterly along said curve through a central angle of $90^{\circ}00'00''$ for 157.08 feet; thence $S00^{\circ}48'18''$ for 370.00 feet to the beginning of a curve concave to the northwest having a radius of 100.00 feet; thence southwesterly along said curve through a central angle of $90^{\circ}00'00''$ for 157.08 feet; thence $S09^{\circ}11'42''$ for 620.00 feet to the beginning of a curve concave to the northeast having a radius of 100.00 feet; thence northwesterly along said curve through a central angle of $90^{\circ}00'00''$ for 157.08 feet; thence $N00^{\circ}48'18''$ for 370.00 feet to the beginning of a curve concave to the southeast having a radius of 100.00 feet; thence northeasterly along said curve through a central angle of $90^{\circ}00'00''$ for 157.08 feet; thence $N89^{\circ}11'42''$ for 309.96 feet.

Contains 10.53 acres, more or less.

Bearings are based on the east line of the southwest one quarter (SW 1/4) of said Section 4 as bearing $S00^{\circ}40'18''$.

Subject to easements, restrictions, reservations and rights-of-way.

SCH/AT
22-44624

December 20, 1989

0003696

Kalemeris

TRACT II

CHARLES GREENLEE CITY FL

95 AUG -3 PM 3:34

PAGE 2 OF 2

EXHIBIT "A"

The Southwest quarter, lying South and East of the railroad right-of-way, in Section 4, Township 48 South, Range 24 East, Lee County, Florida more particularly described as follows:

Beginning at the Southwest corner of said Section 4, thence N 00°53'25" W 81.35 feet, along the West line of said Section 4, to the Southeasterly right-of-way line of said railroad, as field located; thence N 44°45'32" E 3683.74 feet along said right-of-way line, to the North line of the Southwest quarter of said Section 4; thence N 89°20'30" E 7.98 feet to the center of said Section 4; thence S 00°48'03" E 2682.86 feet to the South quarter corner of said Section 4; thence S 89°40'27" W 2638.01 feet to the Point of Beginning.

Containing 83.94 acres more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

Parcel 1

A parcel of land situated in the State of Florida, County of Lee, being a portion of a tract of land described in O.R. Book 1734, at page 3513, Public records, Section 4, Township 48 South, Range 24 East, and further bounded and described as follows:

Starting at an octagonal concrete monument (stamped R.L.S. #3375) marking the true center of said Section 4; thence S 00°48'18" E along the East line of the Southwest one quarter (SW 1/4) of said Section 4 for 4.31 feet to a concrete monument (stamped #3877); thence continue S 00°48'18" E along said east line for 1295.17 feet to an iron rod (Corporation Cap "LCEI"); thence S 89°11'42" W perpendicular to said fractional line for 803.15 feet; thence S 00°48'18" E parallel with said fractional line for 330.01 feet to the Point of Beginning; thence N 09°11'42" E for 310.04 feet to the beginning of a curve concave to the Southwest having a radius of 100.00 feet; thence Southeasterly along said curve through a central angle of 90°00'00" for 157.08 feet; thence S 00°48'18" E for 370.00 feet to the beginning of a curve concave to the Northwest having a radius of 100.00 feet; thence Southwesterly along said curve through a central angle of 90°00'00" for 157.08 feet; thence S 89°11'42" W for 620.00 feet to the beginning of a curve concave to the Northeast having a radius of 100.00 feet; thence Northwesterly along said curve through a central angle of 90°00'00" for 157.08 feet; thence N 00°48'18" W for 370.00 feet to the beginning of a curve concave to the Southeast having a radius of 100.00 feet; thence Northeasterly along said curve through a central angle of 90°00'00" for 157.08 feet; thence N 89°11'42" E for 309.96 feet.

Contains 10.53 acres, more or less.

Bearings are based on the East line of the Southwest one quarter (SW 1/4) of said Section 4 as bearing S 00°48'18" E.

Parcel 2

A parcel of land in Section 4, Township 48 South, Range 24 East, Lee County, Florida, being more particularly described as follows:

Beginning at the center of said Section 4, thence:

1. S 00°48'18" E, 1295.17 feet along the North-South quarter section line of Section 4, thence;
2. S 89°11'42" W, 1333.11 feet to the Southeasterly line of a Florida Power & Light Company property as described in O.R. Book 384, page 205 of the Public Records of Lee County, Florida, thence;
3. N 44°45'32" E, 1849.96 feet along said Southeasterly line to the East-West quarter section line of said Section 4, thence;
4. N 89°14'14" E, 12.18 feet along said quarter section line to the Point of Beginning.

Holt

DR2623 PG1556

Parcel: Bass Road
STRAP: 04-46-24-00-00007.0000
Project: South Fort Myers Park Location, #1873

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 10th day of April, 2002 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:

Joanne C. Holt, a/k/a Joanne Claire Holt, f/k/a Joanne Holt Chard, trustee under that certain Trust Agreement dated July 2, 1984

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. _____
- 2. See attached
- 3. _____
- 4. _____
- 5. _____
- 6. _____

The real property to be conveyed to Lee County is known as: See Exhibit A attached

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered in our presences:

[Signature]
Witness Signature

Sheryl C. Robertson
Printed Name

[Signature]
Witness Signature

MARJORIE STARNES
Printed Name

[Signature]
Signature of Affiant

Jo Anne C. Holt, Trustee
Printed Name

Affidavit of Interest in Real Property
Parcel: Bass Road
STRAP: 04-46-24-00-00007.0000
Project: South Fort Myers Park Location, #1873

STATE OF FL
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 10th day of April, 2002 by
JoAnne C. Holt
(name of person acknowledged)

Kristi Chandler
(Notary Signature)

(SEAL)



Kristi Chandler
(Print, type or stamp name of Notary)

Personally known
OR Produced Identification _____
Type of Identification _____

Mr. & Mrs. Frank C. Alderman III
1625 Menlo Road
Fort Myers , FL 33901

Matthew Allen IV, D.D.S.
Trustee of Matthew W. Allen, IV, DDS, PA
Employee Profit Sharing Plan
1871 Colonial Blvd
Fort Myers, FL 33907

Carol Ann Arnold
14910 American Eagle Ct.
Fort Myers, FL 33912

Estate of Robert Boudreau, M.D.
c/o Gloria Boudreau
1753 Cascade Way
North Fort Myers, FL 33903

David Brown Farms, Ent.
CFE Profit Sharing Plan and Trust
4048 Evans Avenue
Suite 301
Fort Myers , FL 33901-9392

Kim Dinkel
Hilb, Rogal & Hamilton Co.
P.O. Box 6188
Fort Myers, FL 33911-6188

Edward Drass, IRA
First National N\ Bank of SW Florida as Custodian
310 S.E. 20th Place
Cape Coral, FL 33990

Michael Echols, D.D.S.
6300 Whiskey Creek Dr.
Fort Myers , FL 33919

John Fenning, IRA
1141 Wales Drive
Fort Myers, FL 33901

James Ferguson, MD
780 N. Island Dr. N.W.
Atlanta, GA 30327

David K. Reading, Dir. Of Admin.
Henderson, Franklin, Starnes & Holt Profit
Sharing Trust
P.O. Box 280

Fort Myers, FL 33902

Theodora Hendra
11101 Long Road
Fort Myers , FL 33905

Richard I. Hendra, IRA
11101 Long Road
Fort Myers , FL 33905

David Higgins, P.A.
3949 Evans Ave., Suite 302
Fort Myers, FL 33901

JoAnne Holt
2069 First Street, Suite 301
Fort Myers, FL 33901

Chris Isley
12301 Metro Parkway
Fort Myers , FL 33912

R. David Isley
P.O.Box 60583
Fort Myers , FL 33906

Joseph Isley III
12301 Metro Parkway
Fort Myers, FL 33912

Joseph Isley, Jr., M.D.
Profit Sharing Plan
11550 McGregor Boulevard
Fort Myers , FL 33919

Joseph P. Isley, M.D.
1919 Danny Bell Road
Asheboro, NC 27203-2030

H. Quillian Jones, Jr., M.D.
Employees Pension Trust
2154 Crystal Drive
Fort Myers, FL 33907-4010

John McLaren, M.D.
1568 Johnson Road
Gainesville, GA 30504-2635

William Nevans, D.D.S.
5689 Balkan Court
Fort Myers, FL 33919

George Whiteside, DDS, IRA
7630 Cambridge Manor Place
Fort Myers, FL 33907

Pamela Nixon
200 Morris Ave.
Lutherville, MD 21093

Lonna Pugaric, IRA
First National Bank of SW Florida as Custodian
1003 S.W. 18th Terrace
Cape Coral, FL 33991

Joseph Pugh, IRA
First National Bank of SW Florida as Custodian
Rt. 4 Box 390
Wadesboro, NC 28170

Frank Stahl
605 Peck Avenue
Fort Myers , FL 33907

Edward Steinmetz, M.D.
3821 Schoolhouse Road East, Apt. #2
Fort Myers , FL 33916-7731

Ann I. Sunman
1825 Old Lakeport Road
Lot #34
Moore Haven, FL 33471

Philip F. Waterman II, MD
IRA
650 Del Prado Blvd.
Suite 100
Cape Coral, FL 33990

K.K. Yankopolus, M.D.
5574 Shaddelee Lane
Fort Myers , FL 33919

Mary Hoagland
1560 Tredegar Drive
Fort Myers, FL 33919

TRACT II

CHARLES GREEN III CIVIL

95 AUG -9 PM 3: 36

EXHIBIT "A"

The Southwest quarter, lying South and East of the railroad right-of-way, in Section 4, Township 48 South, Range 24 East, Lee County, Florida more particularly described as follows:

Beginning at the Southwest corner of said Section 4, thence N 00°53'25" W 81.35 feet, along the West line of said Section 4, to the Southeastly right-of-way line of said railroad, as field located; thence N 44°45'32" E 3683.74 feet along said right-of-way line; to the North line of the Southwest quarter of said Section 4; thence N 89°20'30" E 7.98 feet to the center of said Section 4; thence S 00°48'03" E 2682.86 feet to the South quarter corner of said Section 4; thence S 88°40'27" W 2638.04 feet to the Point of Beginning.

Containing 63.94 acres more or less.

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCELS:

Parcel 1

A parcel of land situated in the State of Florida, County of Lee, being a portion of a tract of land described in O.R. Book 1734, at page 3513, Public records, Section 4, Township 48 South, Range 24 East, and further bounded and described as follows:

Starting at an octagonal concrete monument (stamped R.L.S. #3375) marking the true center of said Section 4; thence S 00°48'18" E along the East line of the Southwest one quarter (SW 1/4) of said Section 4 for 4.31 feet to a concrete monument (stamped #3877); thence continue S 00°48'18" E along said east line for 1285.17 feet to an iron rod (Corporation Cap "LCE"); thence S 88°11'42" W perpendicular to said fractional line for 803.16 feet; thence S 00°48'18" E parallel with said fractional line for 330.01 feet to the Point of Beginning; thence N 09°11'42" C for 310.04 feet to the beginning of a curve concave to the Southwest having a radius of 100.00 feet; thence Southeastly along said curve through a central angle of 90°00'00" for 157.08 feet; thence S 00°48'18" E for 370.00 feet to the beginning of a curve concave to the Northwest having a radius of 100.00 feet; thence Southwestly along said curve through a central angle of 90°00'00" for 157.08 feet; thence S 88°11'42" W for 630.00 feet to the beginning of a curve concave to the Northeast having a radius of 100.00 feet; thence Northwestly along said curve through a central angle of 90°00'00" for 157.08 feet; thence N 00°48'18" W for 370.00 feet to the beginning of a curve concave to the Southeast having a radius of 100.00 feet; thence Northeastly along said curve through a central angle of 90°00'00" for 157.08 feet; thence N 88°11'42" E for 309.96 feet.

Contains 10.53 acres, more or less.

Bearings are based on the East line of the Southwest one quarter (SW 1/4) of said Section 4 as bearing S 00°48'18" E.

Parcel 2

A parcel of land in Section 4, Township 48 South, Range 24 East, Lee County, Florida, being more particularly described as follows:

Beginning at the center of said Section 4, thence:

1. S 00°48'18" E, 1285.17 feet along the North-South quarter section line of Section 4, thence;
2. S 88°11'42" W, 1333.11 feet to the Southeastly line of a Florida Power & Light Company property as described in O.R. Book 384, page 205 of the Public Records of Lee County, Florida, thence;
3. N 44°45'32" E, 1849.96 feet along said Southeastly line to the East-West quarter section line of said Section 4, thence;
4. N 89°14'14" E, 12.18 feet along said quarter section line to the Point of Beginning.

Holt

DR2623 P61556

American Land Title Association Commitment - 1966

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE
GUARANTY COMPANY

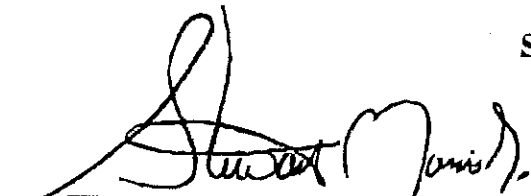
STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest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

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

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

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.


IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.



Chairman of the Board

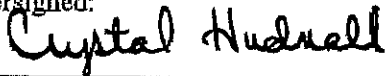
STEWART TITLE
GUARANTY COMPANY





President

Countersigned:



Authorized Countersignature

Executive Title Insurance Services, Inc.

Company

Cape Coral, Florida

City, State

Serial	
Number	C-2011169

CONDITIONS AND STIPULATIONS

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

STEWART TITLE

GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P. O. Box 2029, Houston, Texas 77252, and identify this commitment by its printed COMMITMENT SERIAL NUMBER which appears on the bottom of the front of the first page of this commitment.

COMMITMENT SCHEDULE A

COMMITMENT NO.: C-2011169

FILE NO.: 2011169

EFFECTIVE DATE: 12/17/2001 at 5:00 PM.

Inquires should be directed to:

Toni Bearden

Executive Title Insurance Services, Inc.

12800 University Drive Suite 175

Fort Myers, Florida 33907

- | | |
|---|--------|
| 1. Policy to be issued: | Amount |
| ALTA Owner's Policy - (10-17-92) with Florida Modifications | _____ |
| Proposed Insured: | |
| Lee County, a Political Subdivision of the State of Florida | |
2. The estate or interest in the land described or referred to in this Commitment and covered herein is:
Fee Simple
 3. Title to said estate or interest in said land is at the effective date hereof vested in:
George C. Kalemeris, Trustee
 4. The land referred to in this Commitment is described as follows:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

END OF SCHEDULE A

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

**STEWART TITLE
GUARANTY COMPANY**

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

COMMITMENT SCHEDULE A

COMMITMENT NO.: C-2011169

FILE NO.: 2011169

EXHIBIT "A"

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**STEWART TITLE
GUARANTY COMPANY**

COMMITMENT SCHEDULE B - SECTION I

COMMITMENT NO.: C-2011169

FILE NO.: 2011169

The following are the requirements to be complied with:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - 1. Warranty Deed from George C. Kalemeris, individually and as Trustee to Lee County, a Political Subdivision of the State of Florida, with a non-homestead clause.
 - 2. Pay 2001 Taxes.
 - 3. Pay back taxes, Certificate #99-035202, and #00-030256, and any applicable tax deed application fees.
 - 4. Satisfaction of that certain Mortgage as recited in Instrument recorded in Official Record Book 2125, Page 4222, and Assignment of Mortgage in Official Record Book 2643, Page 1469, in the Public Records of Lee County, Florida.
- B. Affidavit from the seller and the borrower stating:
 - 1. That there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of instruments giving rise to the interest to be insured.
 - 2. That the affiants have not executed and will not execute any instruments that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment.
- C. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insurer or its agent.
- D. An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing should be disposed of prior to closing to the satisfaction of the insurer or its agent.

END OF SCHEDULE B - SECTION I

COMMITMENT SCHEDULE B - SECTION II

COMMITMENT NO.: C-2011169

FILE NO.: 2011169

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - (f) Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
3. Special Exceptions:
4. Taxes for the year 2002 and subsequent years, which are not yet due and payable.
5. NOTE: Taxes for 2002 become a lien as of January 1, 2002, and are due and payable November 1, 2002. Strap # 04-46-24-00-00007.0020: 2001 Taxes are in the face amount of \$19.45, Unpaid.
6. Title to personal property is neither guaranteed nor insured.
7. Lack of the right of access to said lands.
8. Reservations of Oil, Gas and Mineral Rights by prior owners of the subject lands. *SPECIFY*
9. A Non-Exclusive Easement for Ingress and Egress, Road and Utilities as Described in Official Record Book 2125, Page 4217, of the Public Records of Lee County, Florida.

END OF SCHEDULE B - SECTION II

American Land Title Association Commitment - 1966

COMMITMENT FOR TITLE INSURANCE
ISSUED BY
STEWART TITLE
GUARANTY COMPANY

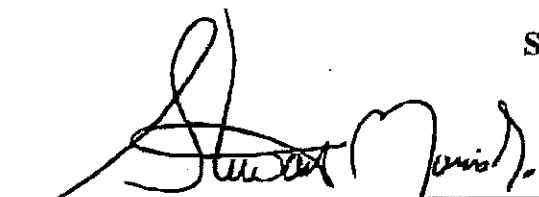
STEWART TITLE GUARANTY COMPANY, A Texas Corporation, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest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

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

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

Signed under seal for the Company, but this Commitment shall not be valid or binding until it bears an authorized Countersignature.


IN WITNESS WHEREOF, Stewart Title Guaranty Company has caused its corporate name and seal to be hereunto affixed by its duly authorized officers on the date shown in Schedule A.



Chairman of the Board

STEWART TITLE
GUARANTY COMPANY





President

Countersigned: 

Authorized Countersignature
Executive Title Insurance Services, Inc.

Company
Cape Coral, Florida

City, State

Serial
Number C-2011168

CONDITIONS AND STIPULATIONS

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

STEWART TITLE

GUARANTY COMPANY

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P. O. Box 2029, Houston, Texas 77252, and identify this commitment by its printed COMMITMENT SERIAL NUMBER which appears on the bottom of the front of the first page of this commitment.

COMMITMENT SCHEDULE A

COMMITMENT NO.: C-2011168

FILE NO.: 2011168

EFFECTIVE DATE: 12/17/2001 at 5:00 PM.

Inquires should be directed to:

Toni Bearden

Executive Title Insurance Services, Inc.

12800 University Drive Suite 175

Fort Myers, Florida 33907

- | 1. Policy to be issued: | Amount |
|--|--------|
| ALTA Owner's Policy - (10-17-92) with Florida Modifications | _____ |
| Proposed Insured: | |
| Lee County, a Political Subdivision of the State of Florida | |
| 2. The estate or interest in the land described or referred to in this Commitment and covered herein is: | |
| Fee Simple | |
| 3. Title to said estate or interest in said land is at the effective date hereof vested in: | |
| Joanne C. Holt, a/k/a Joanne Claire Holt, f/k/a Joanne Holt Chard, Trustee under that certain Trust Agreement dated July 2, 1984 | |
| 4. The land referred to in this Commitment is described as follows: | |

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.**END OF SCHEDULE A**

Reg. D 0012 Rev. 11-91 "This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**STEWART TITLE
GUARANTY COMPANY**

COMMITMENT SCHEDULE A

COMMITMENT NO.: C-2011168

FILE NO.: 2011168

EXHIBIT "A"

Reg. D 0012 Rev. 11-91 "This Commitment is not valid unless Schedule A, Schedule B Section-I and Schedule B Section-II are included."

This commitment is not an abstract, examination, report, or representation of fact or title and does not create and shall not be the basis of any claim for negligence, negligent misrepresentation or other tort claim or action. The sole liability of Company and its Title Insurance Agent shall arise under and be governed by paragraph 3 of the Conditions.

**STEWART TITLE
GUARANTY COMPANY**

COMMITMENT SCHEDULE B - SECTION I

COMMITMENT NO.: C-2011168

FILE NO.: 2011168

The following are the requirements to be complied with:

- A. Instruments necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - 1. Warranty Deed from Joanne C. Holt, a/k/a Joanne Claire Holt, f/k/a Joanne Holt Chard, individually and as Trustee under that certain Trust Agreement dated July 2, 1984 to Lee County, a Political Subdivision of the State of Florida, with a non-homestead clause.
- B. Affidavit from the seller and the borrower stating:
 - 1. That there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of instruments giving rise to the interest to be insured.
 - 2. That the affiants have not executed and will not execute any instruments that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment.
- C. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insuror or its agent.
- D. An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing should be disposed of prior to closing to the satisfaction of the insuror or its agent.

END OF SCHEDULE B - SECTION I

01/07/2002 FAX 407 499 4201 EXECUTIVE TITLE-TMO 001/000

COMMITMENT SCHEDULE B - SECTION II

COMMITMENT NO.: C-2011168

FILE NO.: 2011168

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
 - (a) Rights or claims of parties in possession not shown by the public records.
 - (b) Easements, or claims of easements, not shown by the public records.
 - (c) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
 - (d) Any lien, or right to a lien, for services, labor, or material hereto or hereafter furnished, imposed by law and not shown by the public records.
 - (e) Rights of dower, homestead or other marital rights of the spouse, if any, of any individual insured.
 - (f) Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such lands.
3. Special Exceptions:
4. Taxes for the year 2002 and subsequent years, which are not yet due and payable.
5. NOTE: Taxes for 2002 become a lien as of January 1, 2002, and are due and payable November 1, 2002. Strap # 04-46-24-00-00007.0000. 2001 Taxes are in the face amount of \$90.24, Paid.
6. Title to personal property is neither guaranteed nor insured.
QUIT CLAIM OPEN TO OLD RR R/W
7. Easement to Florida Power and Light Company recorded in Official Record Book 384, Page 205, in the Public Records of Lee County, Florida. *OLD RR R/W.*
8. Reservation of an Easement by the Grantor over the Easterly 40 feet for Road Right-of-Way and Utilities as described in Official Record Book 1734, Page 3513, in the Public Records of Lee County, Florida.
E 40' of SW 1/4
9. Riparian rights, rights of accretion or reliction are neither guaranteed nor insured and title to no portion of herein described land lying below ordinary mean high water mark, unaffected by fills, man-made jetties and bulkheads, is insured hereby.
10. Reservations of Oil, Gas and Mineral Rights by prior owners of the subject lands. *NEED RECOMMENDATION FOR SPECIFIC*
11. Grant of Easement recorded in Official Record Book 2026, Page 3649, in the Public Records of Lee County, Florida.
E 40' of SW 1/4 (50' of FPL Easement)
12. Grant of Non-exclusive Perpetual Easement recorded in Official Record Book 2591, Page 3848, in the Public Records of Lee County, Florida.
E 40' of SW 1/4 INGRESS & EGRESS

COMMITMENT SCHEDULE B - SECTION II

COMMITMENT NO.: C-2011168

FILE NO.: 2011168

END OF SCHEDULE B - SECTION II

Reg. D 0012 Rev. 11-91 " This Commitment is not valid unless Schedule A, Schedule B Section -I and Schedule B Section-II are included."

**STEWART TITLE
GUARANTY COMPANY**

STAFF REVIEW

2-2002

Date

INTEGRA Realty Resources
HANSON CONSULTING • FORT MYERS**RECEIVED**
FEB - 8 2002

February 08, 2002

COUNTY LANDS

Robert G. Clemens
Acquisition Program Manager
Lee County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

SUBJECT: Market Value Appraisal
Proposed South Fort Myers Community Park
16730 Bass Road
Lee County, Florida
Integra Realty Resources – Southwest Florida File No. 02-01-03

Dear Mr. Clemens:

Integra Realty Resources - Fort Myers is pleased to transmit the summary report of a complete appraisal that was prepared on the referenced property. The purpose of this appraisal is to develop an opinion of the market value of the fee simple estate of the property as of February 02, 2002 the effective date of the appraisal. The attached report sets forth the data, research, analyses, and conclusions for this appraisal.

The report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)* and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute. Our opinion of market value is premised upon the Assumptions and Limiting Conditions contained within this report. The definition of market value is in Addendum B.

The subject property of this appraisal assignment containing 63.06 acres of gross land area, is an unimproved tract located south of Summerlin Road along the westerly right of way of Bass Road in Lee County, Florida. The property has been reported to contain 39.50 acres of upland area and 23.56 acres of wetlands. The property is zoned CPD (Commercial Planned Development) and AG-2 (Agricultural), and is designated "Suburban" and "Wetlands" on the FLUM of the Lee Plan. The highest and best use of the property is estimated to be for potential mixed-use development.

Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed therein, it is our opinion that the market value of the fee simple estate of the property, as of February 02, 2002, is

TWO MILLION SIX HUNDRED THIRTY THOUSAND DOLLARS
(\$2,630,000).*

LOCAL EXPERTISE...NATIONALLY

**Critical Assumption:* The market value estimate is based upon information provided to the appraiser by the current listing agent which indicated that the property contains 39.50 acres of uplands and 23.56 acres of wetlands. The appraiser reserves the right to amend the market value estimate if these estimates are changed.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Woodward S. Hanson". The signature is written in a cursive, somewhat stylized font.

Woodward S. Hanson, MAI, CRE, CCIM
Certified General Real Estate Appraiser
Florida Certificate RZ 0001003

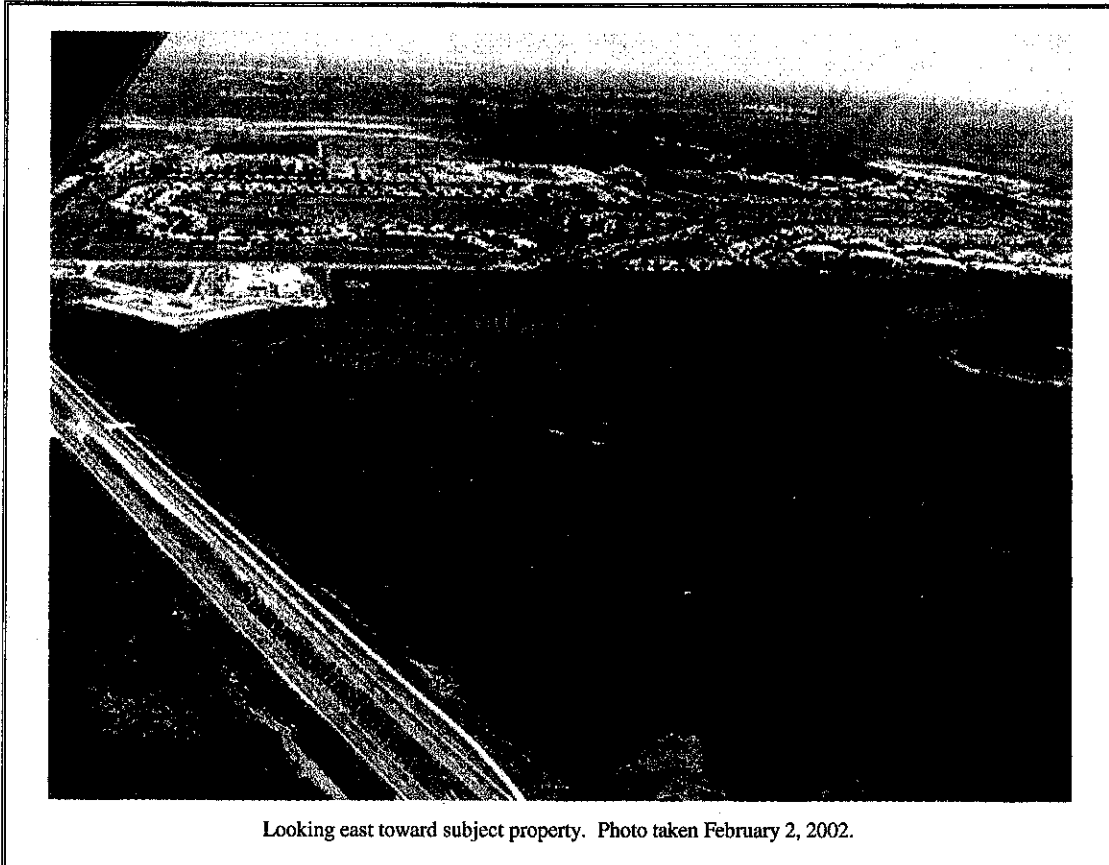
5-Year Sales History

Parcel No. Bass Road

South Fort Myers Community Park, Project
No. 1873

Grantor	Grantee	Price	Date	Arms Length Y/N

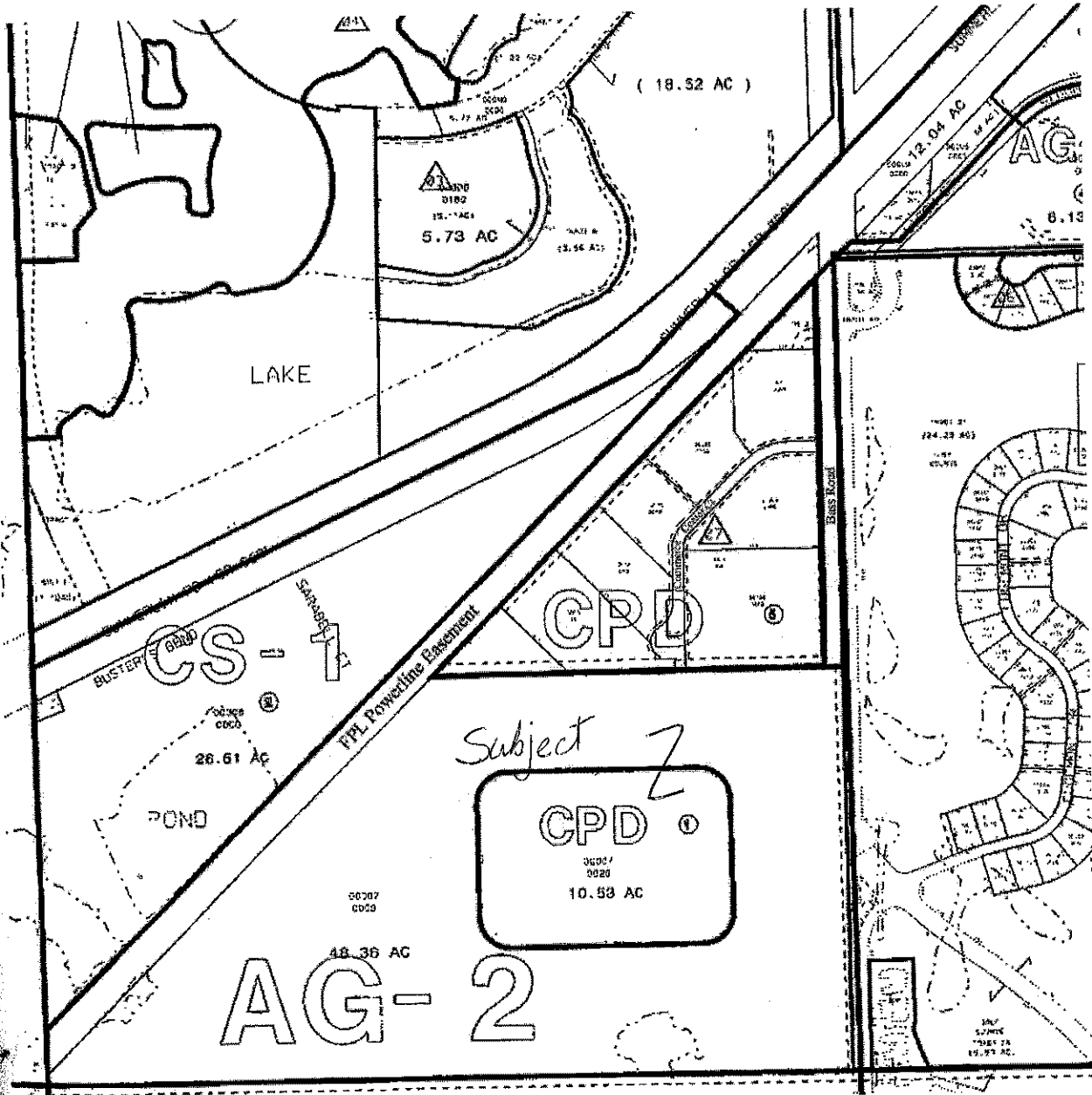
NO SALES in PAST 5 YEARS



Looking east toward subject property. Photo taken February 2, 2002.

**Proposed South Fort Myers Community Park
Lee County, Florida**

PROPOSED SOUTH FORT MYERS COMMUNITY PARK



Zoning Map