

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

Blue Sheet No. 20021469

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcels 400 & 401, Livingston/Imperial Connection Project No. 4056, pursuant to the terms and conditions set forth in the Agreement for Purchase and Sale of Real Estate in Lieu of Condemnation Proceedings; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement; authorize payment of necessary costs 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 property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain at a future date.

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 3

CLM

01-07-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 73,125
 - ORDINANCE _____
 - ADMIN. _____
 - OTHER Res. Of Nes. B.S. No. 20011163 & Binding Offer B.S. No. 20011160

6. REQUESTOR OF INFORMATION

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

7. BACKGROUND: The Division of County Lands has been requested by the Department of Transportation to acquire property that is necessary for the Livingston/Imperial Connection Project No. 4056. The subject parcel is part of the intersection improvement of Livingston Road/Imperial Street and Bonita Beach Road.

This acquisition consists of the fee interest in Parcels 400 & 401, further identified as a portion of STRAP Nos. 36-47-25-B3-012000.0460 & .0480. The parcels are located at the NE corner of Bonita Beach and Imperial Street, Bointa Springs, Florida. The subject contains .32 acres of the 1.84 acre parent tract zoned CPD with a permit issued for a 12,342 square foot single story Pharmacy building.

The SELLERS, Limetree Partners, a Florida General Partnership, joined by BBIC, L.L.C., a Florida limited liability company, have agreed to sell the property to the County for \$239,500. The County is responsible for providing Title Insurance, Phase 1 Environmental Site Assessment, and other necessary costs to close; totaling approximately \$4,800. Seller is responsible for Real Estate Brokers fees, and Seller's attorney fees, if any.

The property was appraised August 23, 2001 by J. Lee Norris, MAI, SRA, for \$205,000. Subsequent to the appraisal, the Board approving the Resolution of Necessity, and authorizing a binding offer for \$205,000, the take area has been increased giving an adjusted appraised value of \$235,500 as of August 23, 2001.

Considering the costs associated with acquiring the property after the Pharmacy complex is built, occupied with a tenant, appreciation in value to the date of condemnation, and condemnation costs including attorney and professional fees, staff recommends the Board approve the requested motion.

Funds are available in Account No. 20405618808.506110

- 20 - Capital Projects
- 4056 - Livingston/Imperial Connection
- 18808 - Road Impact Fees - Bonita
- 506110 - Land and Court Registry

ENCLOSURES

- Purchase Agreement with Joinder and Consent
- 2 Affidavits of Interest
- Title Search
- Justification for Increase
- Appraisal 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
<i>K. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>BAD</i>	<i>John J. ...</i>	OA	OM	RISK	GC	<i>[Signature]</i>
	<i>HS</i>	<i>HS</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>12/23/02</i>	<i>12/23/02</i>	<i>12/23/02</i>	<i>12/23/02</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12/23/02*
Time: *11:30 AM*
Forwarded To: *[Signature]*

RECEIVED BY COUNTY ADMIN.
12/23/02
COUNTY ADMIN.
FORWARDED TO:
LEG. AFF. S.

12/23/02
4:45

5-Year Sales History

Parcel No. 400 & 401

Livingston/Imperial Connection, Project No. 4056

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N
Emile Bellin	Limetree Partners	1/20/00	\$17,000	Y **
Lawrence C. Barcomb, Norma Barcomb, James A. Favreau	Limetree Partners	6/6/00	\$550,000	Y **
Rhea Maquin, et al	Limetree Partners	7/10/01	\$120,000	Y **
Limetree Partners	BBIC, L.L.C.	10/28/02	\$1,300,000	Y

** NOTE: Limetree Partners assembled the parcels to form the parent tract. During the planning process, Limetree Partners lost its major Pharmacy tenant and sold to another developer with a different tenant that could use site.

LIVINGSTON/IMPERIAL CONNECTION, PROJECT NO. 4056

PARCEL NO. 400 & 401

JUSTIFICATION FOR INCREASE

The acquisition area changed from the date of the appraisal; from 12,055 sq. ft. to 13,849 sq. ft.

The appraisal value prior to the area change was \$205,000 (\$17 per sq. ft. x 12,055 sq. ft.). Based upon the appraised value of \$17 per square foot, the revised value for the acquisition area is \$235,500 (17 per sq. ft. x 13,849 sq. ft.).

The property owner has agreed to sell the parcel for \$239,500 or an increase of \$4,000. The payment of this increase is reasonable based upon cost avoidance of court proceedings, which are estimated at a minimum of \$10,000 - \$15,000.

This document prepared by
Lee County Public Works
County Lands Division
Project: Livingston/Imperial Connection,
Project No. 4056
Parcel: 400, 401, ~~434~~
STRAP Nos.: 36-47-25-B3-01200.0048,
36-47-25-B3-01200.0460

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this 25 day of Sept, 2002 by and between Limetree Partners, a Florida General Partnership, hereinafter referred to as SELLER, whose address is 951 Surrey Lane, North Brook, IL 60062, 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 .28 acres more or less, and located at 11500 Bonita Beach Road SE, Bonita Springs, FL 34135 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Livingston/Imperial Connection Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be Two Hundred ~~and Five~~ Thousand and NO/100 (~~\$205,000.00~~), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

(\$ 239,500)
RJC,

Thirty Nine
RJC

Five Hundred
RJC

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYERS ^{\$ 239,500} expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of ~~\$205,000.00~~, 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, and restrictions and easements common to the area.

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:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) 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).

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.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

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:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. 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 and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/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.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER 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 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.

The SELLER also warrants 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.

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 90 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:

Thomas Clesen
Dawn Follack

SELLER:

Limetree Partners, a Florida
General Partnership

Richard J. Clesen 9/23/02
By: (DATE)

Richard J. Clesen
Print Name

Managing Partner
Title

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


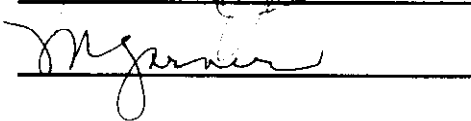
COUNTY ATTORNEY (DATE)

JOINDER AND CONSENT

The undersigned has entered into a contract with Limetree Partners, a Florida General Partnership, to purchase the Property. In the event the closing under said contract occurs prior to the closing under this Agreement, then the undersigned shall be automatically substituted as the Seller under the terms of this Agreement.

In witness whereof, the undersigned has set its hand and seal this 1st day of October, 2002.

WITNESSES:

ALTERNATIVE SELLER:

BBIC, L.L.C., a Florida limited liability company



By: GERARDO E. GARCIA

Print Name: Managing Member

Title:

James R. Coleman & Associates, Inc.

Land Surveying Consultants

6238 Presidential Court Unit 2
Fort Myers, Florida 33919

Phone (941) 433-2070
Fax (941) 433-5126

Exhibit "A"

Page 1 of 4

LEGAL DESCRIPTION

Imperial Street Parcel 400

A parcel of land in Section 36, Township 47 South, Range 25 East, Lee County, Florida, being a portion of Tracts 46 and 47 of Imperial Gate, an unrecorded subdivision, more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence N.00°56'51"W. along the west line of said southeast quarter for 25.00 feet to an intersection with the north right of way line of Bonita Beach Road (County Road 865); thence N.88°44'55"E. along said right of way line for 16.76 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right Of Way Maps thereof filed with Lee County Department of Transportation and the point of beginning of the herein described parcel of land; Thence along said maintained right of way line for the following described two (2) courses; (1) N.01° 42' 10" W. for 103.54 feet; (2) Thence N.01°10'45"E. for 1.97 feet to an intersection with the north line of the aforementioned Tract 47; Thence N.88°44'59" E. along said north line for 64.57 feet; to an intersection with a line parallel with and 80.00 feet east of as measured at right angles to the west line of said southeast quarter; Thence S.00°56'51"E. along said parallel line for 75.51 feet; Thence S.46°05'49" E. for 42.31 feet to an intersection with the aforementioned north right of way line of Bonita Beach Road (County Road 865); Thence along said north right of way line for the following described four (4) courses; (1) S.88°44'55"W. for 75.00 feet; (2) Thence N.46°05'58"W. for 14.10 feet; (3) Thence S.00°56'51"E. for 10.00 feet; (4) Thence S.88°44'55"W. for 8.24 feet to the point of beginning.

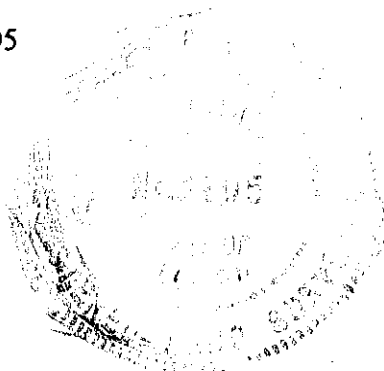
James R. Coleman & Associates, Inc.
Certificate of Authorization Number LB0005983



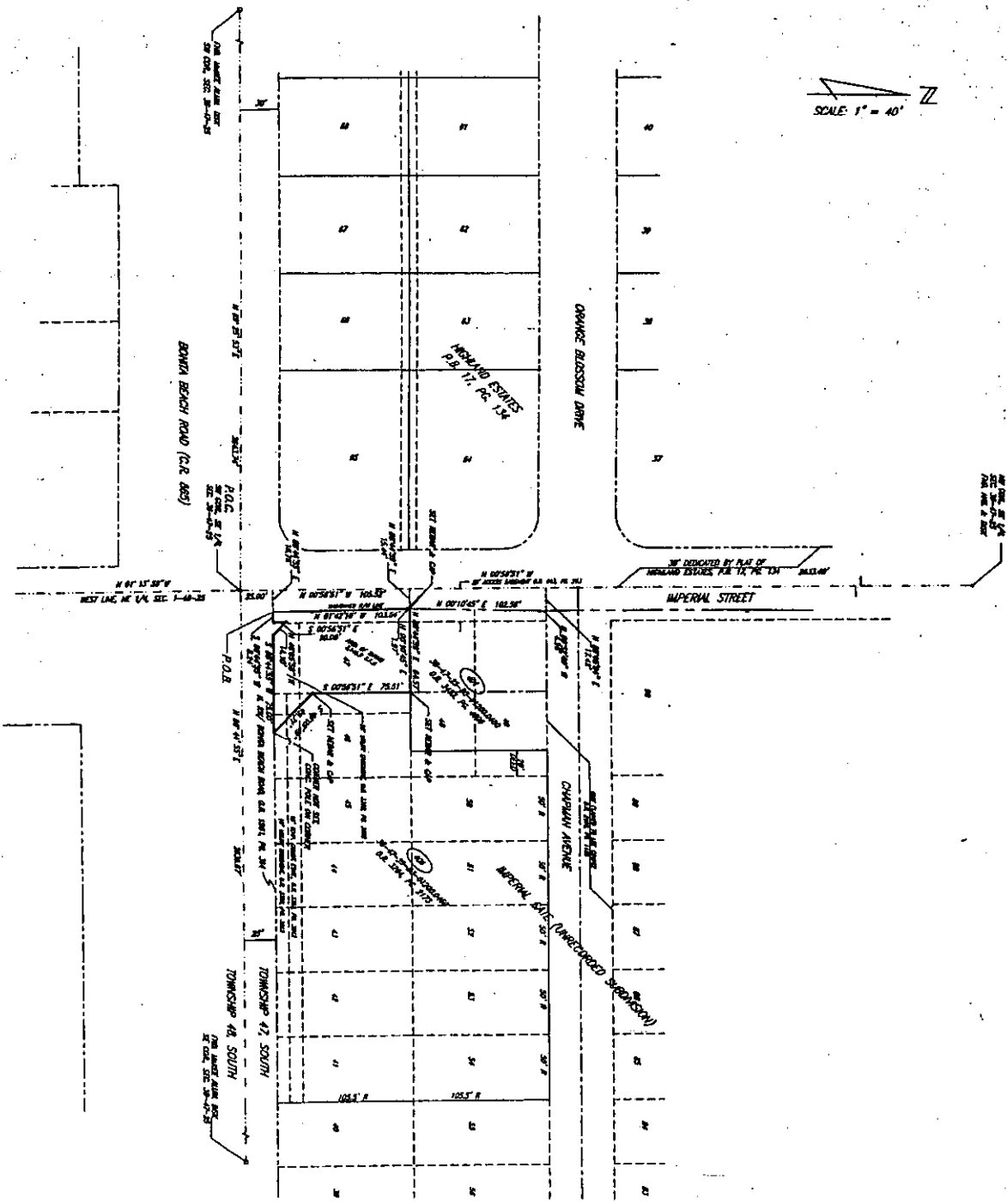
Date: 01/16/2002

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCA-PCL400R01



SCALE 1" = 40'



LEGAL DESCRIPTION

A parcel of land in Section 26, Township 42, South, Range 22, West, 1st Eastern, Florida Meridian is shown as lot 10 of Imperial Blvd. in the subdivision of Orange Blossom Drive as shown on the plat of Orange Blossom Drive recorded in the public records of Dade County, Florida as follows: P.D. 112, PG. 154.

Orange Blossom Drive is a 40-foot wide street shown on the plat of Orange Blossom Drive recorded in the public records of Dade County, Florida as follows: P.D. 112, PG. 154. The street is shown as a 40-foot wide street and is shown as a 40-foot wide street and is shown as a 40-foot wide street.

STARTERS NOTES

1. THE BOUNDARIES SHOWN HEREBY ARE BASED ON THE STATE PLAT OF THE RECORDS OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
2. THE BOUNDARIES SHOWN HEREBY ARE BASED ON THE STATE PLAT OF THE RECORDS OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.
3. THE BOUNDARIES SHOWN HEREBY ARE BASED ON THE STATE PLAT OF THE RECORDS OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA.

James R. Coleman & Associates, Inc.
 LAND SURVEYING CONSULTANTS
 6239 PRESIDENTIAL COURT UNIT 2
 PORT MYERS, FLORIDA 33919
 PHONE (941) 435-2070

Page 2 of 4
 Exhibit "A"

James R. Coleman & Associates, Inc.

Land Surveying Consultants

6238 Presidential Court Unit 2
Fort Myers, Florida 33919

Phone (239) 433-2070
Fax (239) 433-5126

Exhibit "A"

Page 3 of 4

LEGAL DESCRIPTION

Imperial Street Parcel 401

A parcel of land in Section 36, Township 47 South, Range 25 East, Lee County, Florida, being a portion of Tracts 48 and 49 of Imperial Gate, an unrecorded subdivision, more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence N.00°56'51"W. along the west line of said southeast quarter for 130.52 feet; Thence N.88°44'59"E. for 15.44 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right Of Way Maps thereof filed with Lee County Department of Transportation and the point of beginning of the herein described parcel of land; Thence along said maintained right of way line for the following described two (2) courses; (1) N.00°10'45" E. for 100.59 feet; (2) Thence N.00°52'40"W. for 4.96 feet to an intersection with the south line of Chapman Street; Thence N.88°45'04" E. along said north line for 62.58 feet; to an intersection with a line parallel with and 80.00 feet east of as measured at right angles to the west line of said southeast quarter; Thence S.00°56'51"E. along said parallel line for 105.51 feet; Thence S.88°44'59"W. for 64.57 feet to the point of beginning.

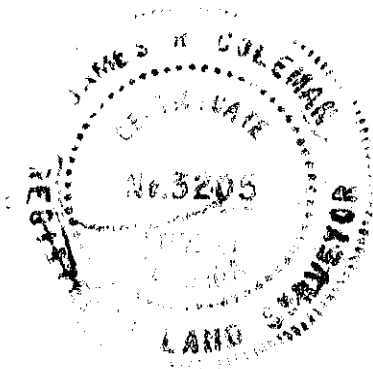
James R. Coleman & Associates, Inc.
Certificate of Authorization Number LB0005983



Date: 29 Oct 2007

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCA-PCL401R01

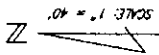


DATE OF FIELD SURVEY MADE BY SURVEYOR	DATE
NAME OF FIELD SURVEY MADE BY SURVEYOR	OWNER
NAME OF FIELD SURVEY MADE BY SURVEYOR	OWNER
NAME OF FIELD SURVEY MADE BY SURVEYOR	OWNER
NAME OF FIELD SURVEY MADE BY SURVEYOR	OWNER
NAME OF FIELD SURVEY MADE BY SURVEYOR	OWNER
NAME OF FIELD SURVEY MADE BY SURVEYOR	OWNER
NAME OF FIELD SURVEY MADE BY SURVEYOR	OWNER

James R. Coleman & Associates, Inc.
 Land Surveying Consultants
 6298 Presidential Court, Suite 2
 Fort Myers, Florida 33910
 Phone (813) 433-8070

BOUNDARY SURVEY
 A PORTION OF LAND IN SECTION 36, TOWNSHIP 47 SOUTH, RANGE 18 EAST
 COUNTY OF LAMAR, SOUTH CAROLINA

Exhibit "A"
 Page 4 of 4



LEGAL DESCRIPTION

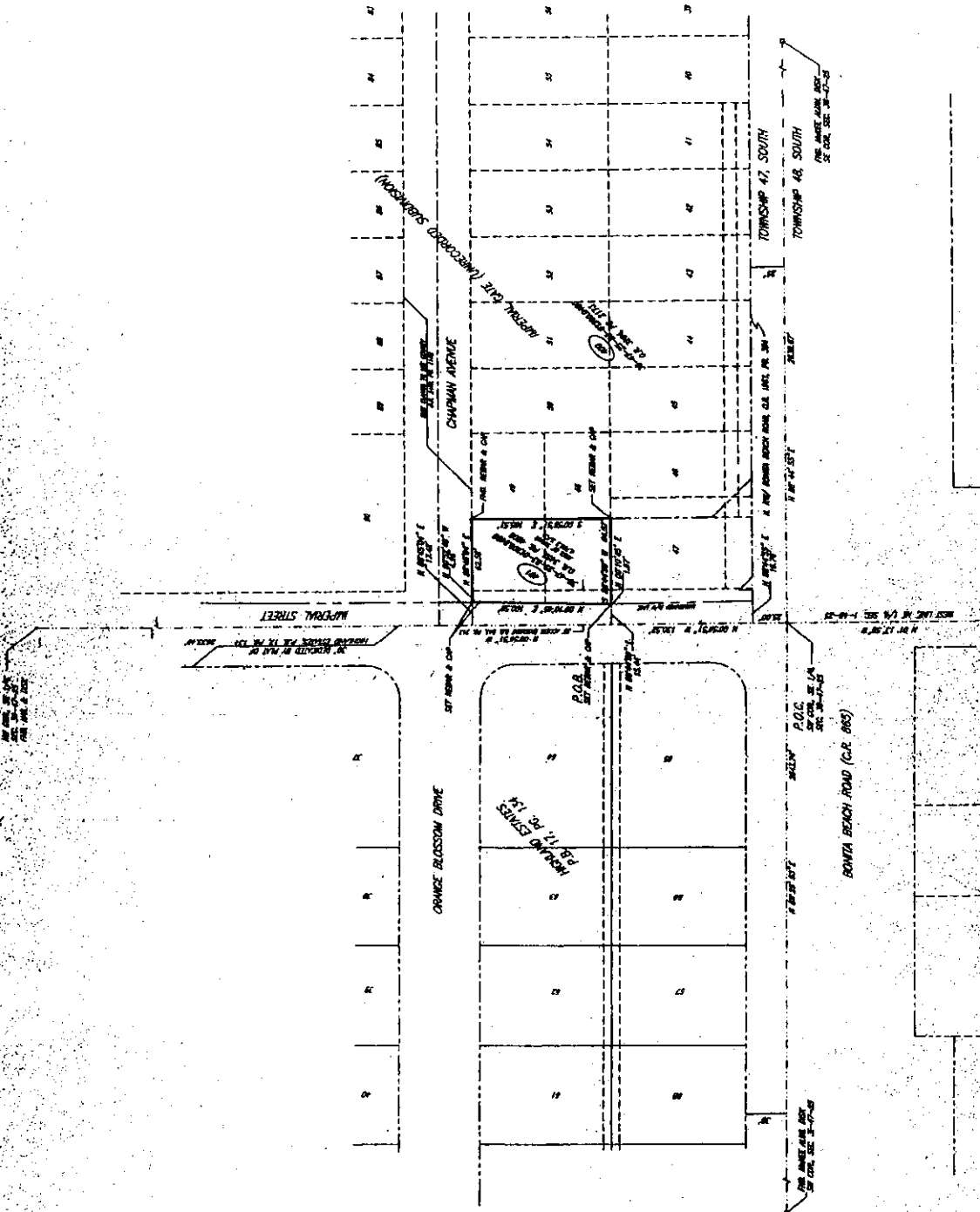
A portion of land in Section 36, Township 47 South, Range 18 East, County of Lamar, South Carolina, as shown on the plat of the same, recorded in the Public Records of the County of Lamar, South Carolina, as follows: ...

SURVEYOR'S NOTES

- 1. THE BOUNDARIES SHOWN HEREON ARE BASED ON THE FIELD PLANS AND THE BOUNDARIES SHOWN FOR THE BEST INTEREST OF THE PUBLIC.
- 2. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER SURVEYS OR RECORDS WHICH MAY AFFECT THE BOUNDARIES SHOWN HEREON.
- 3. THE SURVEYOR HAS NOT BEEN ADVISED OF ANY OTHER SURVEYS OR RECORDS WHICH MAY AFFECT THE BOUNDARIES SHOWN HEREON.

JAMES R. COLEMAN & ASSOCIATES, INC.
 SURVEYOR
 JAMES R. COLEMAN
 LICENSED LAND SURVEYOR
 LICENSE NUMBER 300606

RECEIVED
 OCT 21 2002
 COUNTY LANDS



Parcel No: 400 & 401

STRAP: 36-47-25-B3-01200.0046 & .0048

Project: Livingston/Imperial Connection, Project No. 4056

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 6 day of Nov, 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:

BBIC, L.L.C., a Florida limited liability company
c/o CIP Realty, 8603 S. Dixie Hwy., Suite 208
Miami, Florida 33143

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. Gene R. Garcia
2. _____
3. _____
4. _____
5. _____
6. _____

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

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

M. Garner
Witness Signature M. Garner

Printed Name

Brenda Ristau
Witness Signature

Brenda Ristau
Printed Name

Gene R. Garcia
Signature of Affiant

Gene R. Garcia
Printed Name

Affidavit of Interest in Real Property
Parcel No: 400 & 401
STRAP: 36-47-25-B3-01200.0046 & .0048
Project: Livingston/Imperial Connection, Project No. 4056

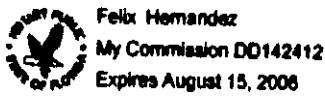
STATE OF Florida
COUNTY OF Dade

SWORN TO AND SUBSCRIBED before me this 6 day of November, 2002 by Coenaw R. Cochen
(name of person acknowledged)

[Handwritten Signature]
(Notary Signature)

(SEAL)

Felix Hernandez
(Print, type or stamp name of Notary)



Personally known _____
OR Produced Identification FL DL
Type of Identification G620 29655 0950

James R. Coleman & Associates, Inc.

Land Surveying Consultants

6238 Presidential Court Unit 2
Fort Myers, Florida 33919

Phone (941) 433-2070
Fax (941) 433-5126

Exhibit "A"

Page 1 of 4

LEGAL DESCRIPTION

Imperial Street Parcel 400

A parcel of land in Section 36, Township 47 South, Range 25 East, Lee County, Florida, being a portion of Tracts 46 and 47 of Imperial Gate, an unrecorded subdivision, more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence N.00°56'51"W. along the west line of said southeast quarter for 25.00 feet to an intersection with the north right of way line of Bonita Beach Road (County Road 865); thence N.88°44'55"E. along said right of way line for 16.76 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right Of Way Maps thereof filed with Lee County Department of Transportation and the point of beginning of the herein described parcel of land; Thence along said maintained right of way line for the following described two (2) courses; (1) N.01° 42' 10" W. for 103.54 feet; (2) Thence N.01°10'45"E. for 1.97 feet to an intersection with the north line of the aforementioned Tract 47; Thence N.88°44'59" E. along said north line for 64.57 feet; to an intersection with a line parallel with and 80.00 feet east of as measured at right angles to the west line of said southeast quarter; Thence S.00°56'51"E. along said parallel line for 75.51 feet; Thence S.46°05'49" E. for 42.31 feet to an intersection with the aforementioned north right of way line of Bonita Beach Road (County Road 865); Thence along said north right of way line for the following described four (4) courses; (1) S.88°44'55"W. for 75.00 feet; (2) Thence N.46°05'58"W. for 14.10 feet; (3) Thence S.00°56'51"E. for 10.00 feet; (4) Thence S.88°44'55"W. for 8.24 feet to the point of beginning.

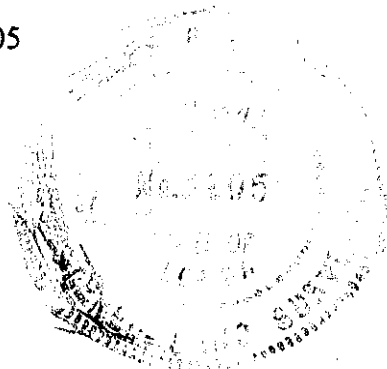
James R. Coleman & Associates, Inc.
Certificate of Authorization Number LB0005983



Date: 09/06/2002

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCA-PCL400R01



James R. Coleman & Associates, Inc.

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Exhibit "A"

Page 3 of 4

LEGAL DESCRIPTION

Imperial Street Parcel 401

A parcel of land in Section 36, Township 47 South, Range 25 East, Lee County, Florida, being a portion of Tracts 48 and 49 of Imperial Gate, an unrecorded subdivision, more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence N.00°56'51"W. along the west line of said southeast quarter for 130.52 feet; Thence N.88°44'59"E. for 15.44 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right Of Way Maps thereof filed with Lee County Department of Transportation and the point of beginning of the herein described parcel of land; Thence along said maintained right of way line for the following described two (2) courses; (1) N.00°10'45" E. for 100.59 feet; (2) Thence N.00°52'40"W. for 4.96 feet to an intersection with the south line of Chapman Street; Thence N.88°45'04" E. along said north line for 62.58 feet; to an intersection with a line parallel with and 80.00 feet east of as measured at right angles to the west line of said southeast quarter; Thence S.00°56'51"E. along said parallel line for 105.51 feet; Thence S.88°44'59"W. for 64.57 feet to the point of beginning.

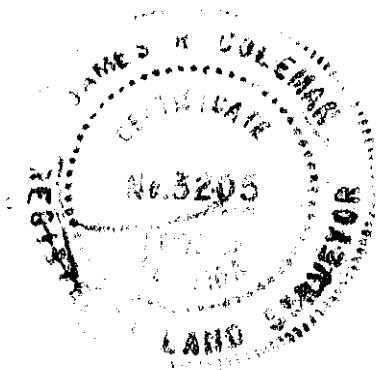
James R. Coleman & Associates, Inc.
Certificate of Authorization Number LB0005983



Date: 29 Oct 2007

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCA-PCL401R01



Parcel No: 400 & 401

STRAP: 36-47-25-B3-01200.0046 & .0048

Project: Livingston/Imperial Connection, Project No. 4056

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 7 day of NOVEMBER, 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:

Limetree Partners, a Florida general partnership
414 ROSEMEADE LN NAPLES FL 34105
~~951 Surrey Lane, North Brook, IL 60062, and/or~~ 414 Rosemeade Lane, Naples, Florida
34105

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. SEE EXHIBIT "A"
2. _____
3. _____
4. _____
5. _____
6. _____

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

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Cheri L. Knapp
Witness Signature

Cheri L. Knapp
Printed Name

Denise Smurra
Witness Signature

Denise Smurra
Printed Name

Richard J. Clesen
Signature of Affiant

Richard J. Clesen
Printed Name

Affidavit of Interest in Real Property

Parcel: 400 & 401

STRAP: 36-47-25-B3-01200.0046 & .0048

Project: Livingston/Imperial Connection, Project No. 4056

STATE OF Florida

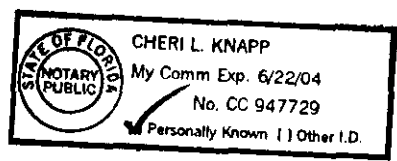
COUNTY OF Collier

SWORN TO AND SUBSCRIBED before me this 6th day of November, 2002 by Richard Cleson
(name of person acknowledged)

Cheri L. Knapp
(Notary Signature)

(SEAL)

Cheri L. Knapp
(Print, type or stamp name of Notary)



Personally known _____
OR Produced Identification _____
Type of Identification _____

EXHIBIT "A"

The following are the partners of LIMETREE PARTNERS, a general partnership:

Richard Clesen, as Trustee of the Richard Clesen Revocable Trust dated 12/20/95
General Partner
414 Rosemeade Lane
Naples, Florida 34105

Paul Chalebois
General Partner
191 Edgemere Way, South
Naples, Florida 34105

James R. Coleman & Associates, Inc.

Land Surveying Consultants

6238 Presidential Court Unit 2
Fort Myers, Florida 33919

Phone (941) 433-2070
Fax (941) 433-5126

Exhibit "A"

Page 1 of 4

LEGAL DESCRIPTION

Imperial Street Parcel 400

A parcel of land in Section 36, Township 47 South, Range 25 East, Lee County, Florida, being a portion of Tracts 46 and 47 of Imperial Gate, an unrecorded subdivision, more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence N.00°56'51"W. along the west line of said southeast quarter for 25.00 feet to an intersection with the north right of way line of Bonita Beach Road (County Road 865); thence N.88°44'55"E. along said right of way line for 16.76 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right Of Way Maps thereof filed with Lee County Department of Transportation and the point of beginning of the herein described parcel of land; Thence along said maintained right of way line for the following described two (2) courses; (1) N.01° 42' 10" W. for 103.54 feet; (2) Thence N.01°10'45"E. for 1.97 feet to an intersection with the north line of the aforementioned Tract 47; Thence N.88°44'59" E. along said north line for 64.57 feet; to an intersection with a line parallel with and 80.00 feet east of as measured at right angles to the west line of said southeast quarter; Thence S.00°56'51"E. along said parallel line for 75.51 feet; Thence S.46°05'49" E. for 42.31 feet to an intersection with the aforementioned north right of way line of Bonita Beach Road (County Road 865); Thence along said north right of way line for the following described four (4) courses; (1) S.88°44'55"W. for 75.00 feet; (2) Thence N.46°05'58"W. for 14.10 feet; (3) Thence S.00°56'51"E. for 10.00 feet; (4) Thence S.88°44'55"W. for 8.24 feet to the point of beginning.

James R. Coleman & Associates, Inc.
Certificate of Authorization Number LB0005983



Date: 01/06/2002

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCA-PCL400R01

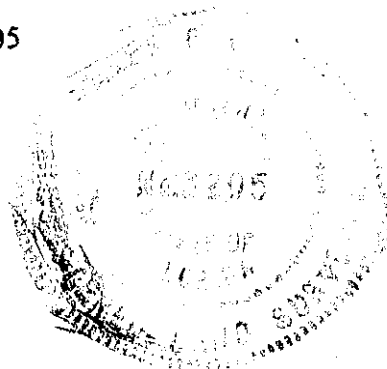


Exhibit "A"

Page 2 of 4

James R. Coleman & Associates, Inc.
 Land Surveyors & Associates, Inc.
 6830 Presidential Court Unit 2
 Fort Myers, Florida 33819
 Phone (813) 433-8090

BOUNDARY SURVEY
 A PORTION OF LAND IN SECTION 26, TOWNSHIP 47 SOUTH, RANGE 17 WEST, MERIDIAN 81 WEST

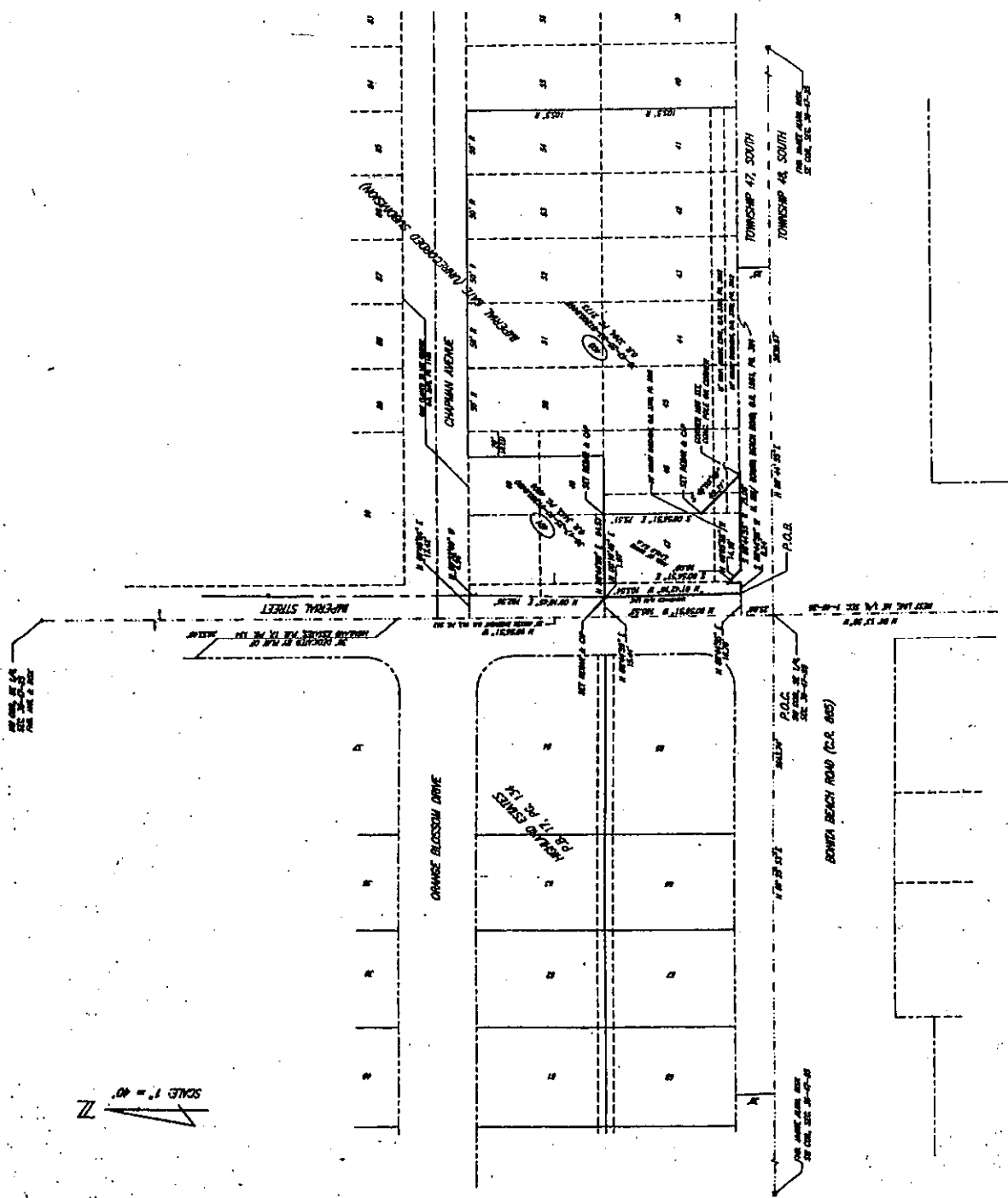
DATE: _____
 DRAWN BY: JRC
 CHECKED BY: JRC
 TITLE: _____

LEGAL DESCRIPTION
 A portion of land in Section 26, Township 47 South, Range 17 West, Meridian 81 West, Florida, containing approximately 100.00 acres, more or less, as shown on the attached plat.

STARTING NOTES

1. THE BOUNDARY SHOWN HEREON ARE BASED ON THE STATE PLATE
2. CONTAINING SURVEYS FOR THE WEST SIDE OF HIGHWAY (R.D. 42)
3. EXISTING IMPROVEMENTS AND ADJACENT PROPERTY LINES
4. CONVEYANCES ARE NOT SHOWN HEREON
5. REPRESENTATIONS OF THE ADJACENT SURVEYS ARE NOT MADE UNLESS
6. SPECIALLY NOTED ON THE RELEVANT SURVEYS

JAMES R. COLEMAN & ASSOCIATES, INC.
 CERTIFICATE OF PROFESSIONAL SURVEY LICENSED
 STATE OF FLORIDA
 JAMES R. COLEMAN
 LICENSE NO. 12345
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATE NUMBER 12345



SCALE 1" = 40'
 N

James R. Coleman & Associates, Inc.

Land Surveying Consultants

6238 Presidential Court Unit 2
Fort Myers, Florida 33919

Phone (239) 433-2070
Fax (239) 433-5126

Exhibit "A"

Page 3 of 4

LEGAL DESCRIPTION

Imperial Street Parcel 401

A parcel of land in Section 36, Township 47 South, Range 25 East, Lee County, Florida, being a portion of Tracts 48 and 49 of Imperial Gate, an unrecorded subdivision, more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence N.00°56'51"W. along the west line of said southeast quarter for 130.52 feet; Thence N.88°44'59"E. for 15.44 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right Of Way Maps thereof filed with Lee County Department of Transportation and the point of beginning of the herein described parcel of land; Thence along said maintained right of way line for the following described two (2) courses; (1) N.00°10'45" E. for 100.59 feet; (2) Thence N.00°52'40"W. for 4.96 feet to an intersection with the south line of Chapman Street; Thence N.88°45'04" E. along said north line for 62.58 feet; to an intersection with a line parallel with and 80.00 feet east of as measured at right angles to the west line of said southeast quarter; Thence S.00°56'51"E. along said parallel line for 105.51 feet; Thence S.88°44'59"W. for 64.57 feet to the point of beginning.

James R. Coleman & Associates, Inc.
Certificate of Authorization Number LB0005983



Date: 29 Oct 2007

James R. Coleman
Registered Land Surveyor
Florida Certificate Number LS3205

JRCA-PCL401R01

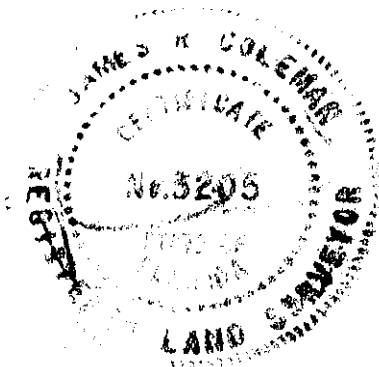


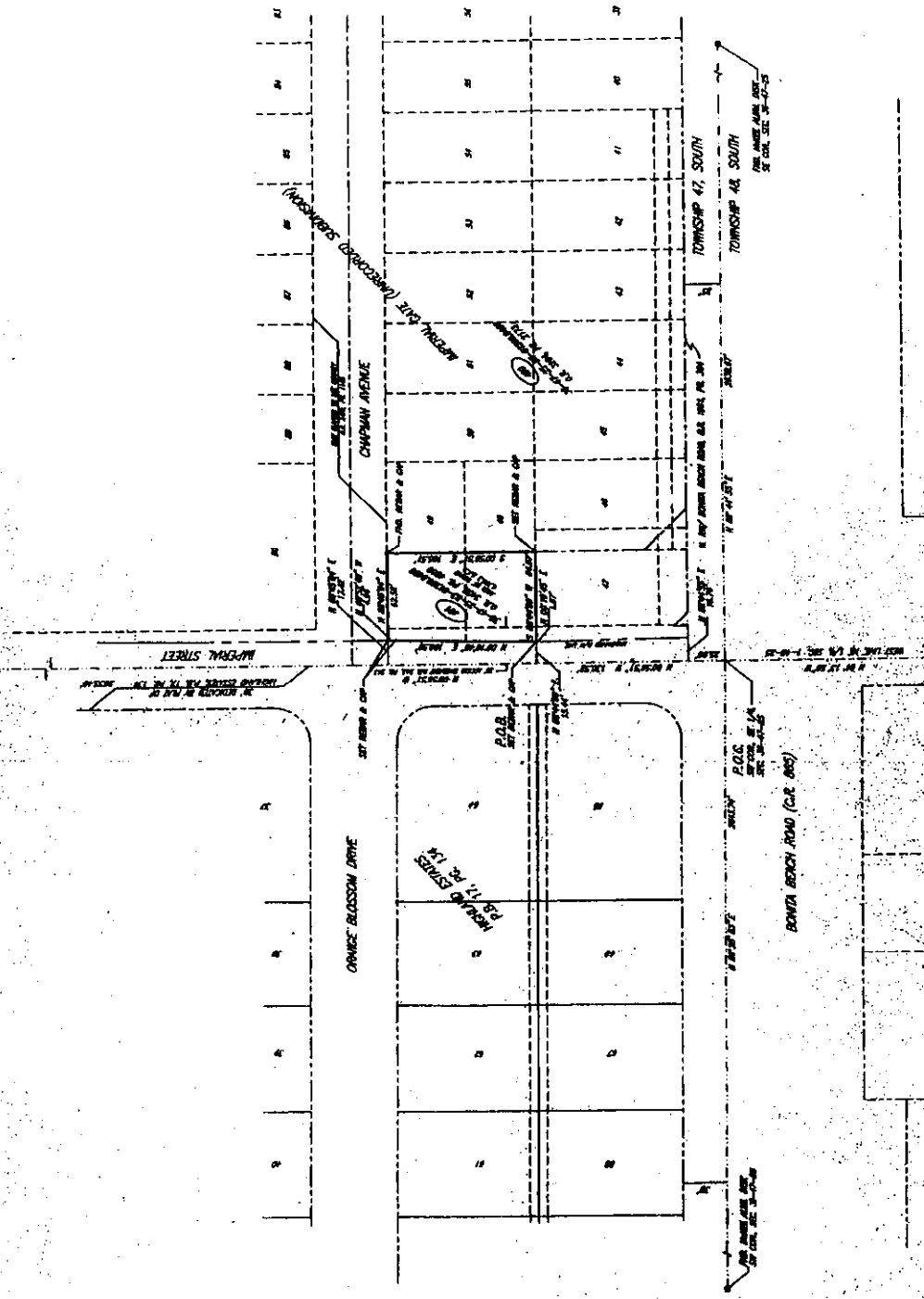
Exhibit "A"
 Page 4 of 7
 SCALE 1" = 40'

LEGAL DESCRIPTION
 A PART OF THE 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 AS SHOWN ON A SURVEY OF THE 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 MADE BY JAMES R. COLEMAN & ASSOCIATES, INC. ON 08/21/2002
 CONTAINING THE FOLLOWING DESCRIBED PARCELS:
 1. PARCEL 1: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 2. PARCEL 2: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 3. PARCEL 3: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 4. PARCEL 4: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 5. PARCEL 5: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 6. PARCEL 6: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 7. PARCEL 7: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 8. PARCEL 8: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 9. PARCEL 9: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 10. PARCEL 10: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 11. PARCEL 11: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 12. PARCEL 12: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 13. PARCEL 13: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 14. PARCEL 14: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 15. PARCEL 15: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 16. PARCEL 16: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 17. PARCEL 17: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 18. PARCEL 18: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 19. PARCEL 19: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 20. PARCEL 20: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 21. PARCEL 21: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 22. PARCEL 22: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 23. PARCEL 23: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 24. PARCEL 24: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 25. PARCEL 25: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 26. PARCEL 26: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 27. PARCEL 27: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 28. PARCEL 28: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 29. PARCEL 29: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 30. PARCEL 30: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 31. PARCEL 31: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 32. PARCEL 32: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 33. PARCEL 33: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 34. PARCEL 34: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 35. PARCEL 35: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 36. PARCEL 36: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 37. PARCEL 37: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 38. PARCEL 38: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 39. PARCEL 39: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 40. PARCEL 40: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 41. PARCEL 41: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 42. PARCEL 42: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 43. PARCEL 43: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 44. PARCEL 44: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 45. PARCEL 45: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 46. PARCEL 46: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 47. PARCEL 47: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 48. PARCEL 48: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 49. PARCEL 49: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 50. PARCEL 50: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 51. PARCEL 51: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 52. PARCEL 52: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 53. PARCEL 53: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 54. PARCEL 54: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
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 67. PARCEL 67: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
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 71. PARCEL 71: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
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 83. PARCEL 83: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 84. PARCEL 84: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 85. PARCEL 85: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 86. PARCEL 86: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 87. PARCEL 87: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 88. PARCEL 88: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 89. PARCEL 89: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 90. PARCEL 90: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 91. PARCEL 91: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 92. PARCEL 92: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 93. PARCEL 93: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 94. PARCEL 94: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 95. PARCEL 95: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 96. PARCEL 96: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 97. PARCEL 97: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 98. PARCEL 98: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 99. PARCEL 99: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA
 100. PARCEL 100: 1/4 SECTION 26, TOWNSHIP 47 SOUTH, RANGE 23 EAST, BROWN COUNTY, FLORIDA

SURVEYOR'S NOTES
 1. THE BOUNDARY SHOWN HEREON ARE BASED ON THE STATE PLAT
 CORRECTION SYSTEM FOR THE WEST ZONE OF TOWNSHIP 47N
 2. EXISTING IMPROVEMENTS AND ADJACENT PROPERTY LINES
 CONFORM TO THE SURVEY RECORDS.
 3. REPRESENTATIONS OF THE SURVEYING INSTRUMENTS ARE NOT MADE UNLESS
 SPECIALLY NOTED ON THIS SURVEY.

JAMES R. COLEMAN & ASSOCIATES, INC.
 SURVEYOR
 6250 PRESIDENTIAL COURT, SUITE 2
 FORT MYERS, FLORIDA 33910
 (813) 453-8070
 J.R.C.

RECEIVED
 OCT 23 2002
 COUNTY LANDS



Division of County Lands

Fifth Updated Ownership and Easement Search

Search No. 21572/C and 21574/D

Date: November 27, 2002

Parcel: 400 and 401

Project: Livingston Road/Imperial
Connection Project #4056To: Michael J. O'Hare
Property Acquisition AgentFrom: Shelia A. Bedwell, C.L.S.
Real Estate Title Examiner *Shelia A. Bedwell*

STRAP: 36-47-25-B3-01200.0460 and 36-47-25-B3-01200.0480

Effective Date: November 17, 2002, at 5:00 p.m.

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

BBIC, L.L.C., a Florida limited liability company

by that certain instrument dated October 22, 2002, recorded October 28, 2002, in Official Record Book 3761, Page 2408, Public Records of Lee County, Florida.

Easements:

1. Subject to an Access Easement over the Westerly Twenty Five Feet (25 ft.) as set forth on deed recorded on February 22, 1971 in Official Record Book 664, Page 64, Public Records of Lee County, Florida. (Affects Project Area) (As to Lots 48 & 49)
2. Subject to a Utility Easement over the Southerly Five Feet (5 ft.), as set forth on deed recorded February 22, 1971 in Official Record Book 664, Page 64, Public Records of Lee County, Florida. (Lies Outside of Project Area) (As to Lots 48 & 49)
3. **NOTE:** The access road known as Chapman Avenue was conveyed to Lee County, as evidenced by deed recorded May 11, 1994 in Official Record Book 2499, Page 1188, Public Records of Lee County, Florida. (Affects Project Area) (As to Lots 48 & 49)
4. **NOTE:** The land underlying the easement shown as Item 1 on this report is owned in fee by the current titleholders of subject property (Imperial Street - Affects Project Area). (As to Lots 48 & 49)
5. **NOTE:** There is a possible defect in the title due to a discrepancy in the size of Lots 48, 49 and 50 of Imperial Gates unrecorded subdivision; the legal description on the deed in Official Record 789, Page 86 differs by five feet (5 ft.) from the description on the next subsequent deed in Official Record Book 2067, Page 2007; An exact determination of the size of each

Division of County Lands**Fifth Updated Ownership and Easement Search**

Search No. 21572/C and 21574/D

Date: November 27, 2002

Parcel: 400 and 401

Project: Livingston Road/Imperial
Connection Project #4056

separate lot may be needed in order to ascertain if this is an overlap or a hiatus. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County. (As to Lots 48 & 49)

6. **NOTE:** Warranty deed recorded in Official Record Book 3452, Page 4806 contains a misspelling of the grantor's name (Jaques should be Jacques). This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County. (As to Lots 48 & 49)
7. Access easement along the Westerly twenty five feet (25 ft.) of subject property, as set forth on Deed recorded in Official Record Book 913, Page 213, Public Records of Lee County, Florida. (Affects project area) (As to Lots 46-47)
8. Utility easement along the Northerly five feet (5 ft.) of subject property, as recited on Deed recorded in Official Record Book 913, Page 213, Public Records of Lee County, Florida. (Abuts project area) (As to Lots 46-47)
9. Grant of Utility Easement recorded in Official Record Book 3392, Page 3612, Public Records of Lee County, Florida. (As to Lots 46-47)

NOTE: The owners of the land underlying the access by the way known as Imperial Street are the current titleholders; the access way known as Bonita Beach Road (formerly the south 25 ft. of subject property) was conveyed to Lee County by deed recorded in Official Record Book 1961, Page 354, Public Records of Lee County, Florida. (As to Lots 46-47)

10. Memorandum of Lease between BBIC, L.L.C, a Florida limited liability company, and CVS, L.L.C., a Florida limited liability company, recorded October 28, 2002 in Official Record Book 3761, Page 2413, Public Records of Lee County, Florida.
11. Mortgage executed by BBIC, L.L.C., a Florida limited liability company in favor of AmSouth Bank, dated October 25, 2002, recorded October 28, 2002, in Official Record Book 3761, Page 2418, Public Records of Lee County, Florida.
12. Collateral Assignment of Leases, Rents and Contract Rights between BBIC, L.L.C., a Florida limited liability company, and AmSouth Bank, recorded October 28, 2002 in Official Record Book 3761, Page 2436, Public Records of Lee County, Florida.
13. Financing Statement between BBIC, L.L.C., a Florida limited liability company, and AmSouth Bank, recorded October 28, 2002 in Official Record Book 3761, Page 2447, Public Records of Lee County, Florida.

Division of County Lands

Fifth Updated Ownership and Easement Search

Search No. 21572/C and 21574/D

Date: November 27, 2002

Parcel: 400 and 401

Project: Livingston Road/Imperial
Connection Project #4056

14. Subordination, Non-disturbance and Attornment Agreement between AmSouth Bank, BBIC, L.L.C., a Florida limited liability company, and Bonita Beach CVS, L.L.C., a Florida limited liability company, recorded November 6, 2002 in Official Record Book 3769, Page 3814, Public Records of Lee County, Florida.

Tax Status: 2001 Ad Valorem Taxes are PAID IN FULL. 2002 taxes are now due and payable.
(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

Schedule X

Parcel 400

Project: Livingston Road/Imperial Connection Project #4056
Search No. 21572/C and 21574/D

LEGAL DESCRIPTION

Imperial Street Parcel 400

A parcel of land in Section 36, Township 47 South, Range 25 East, Lee County, Florida, being a portion of Tracts 46 and 47 of Imperial Gate, an unrecorded subdivision, more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence $N.00^{\circ}56'51''W.$ along the west line of said southeast quarter for 25.00 feet to an intersection with the north right of way line of Bonita Beach Road (County Road 865); thence $N.88^{\circ}44'55''E.$ along said right of way line for 16.76 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right Of Way Maps thereof filed with Lee County Department of Transportation and the point of beginning of the herein described parcel of land; Thence along said maintained right of way line for the following described two (2) courses; (1) $N.01^{\circ}42'10''W.$ for 103.54 feet; (2) Thence $N.01^{\circ}10'45''E.$ for 1.97 feet to an intersection with the north line of the aforementioned Tract 47; Thence $N.88^{\circ}44'59''E.$ along said north line for 64.57 feet; to an intersection with a line parallel with and 80.00 feet east of as measured at right angles to the west line of said southeast quarter; Thence $S.00^{\circ}56'51''E.$ along said parallel line for 75.51 feet; Thence $S.46^{\circ}05'49''E.$ for 42.31 feet to an intersection with the aforementioned north right of way line of Bonita Beach Road (County Road 865); Thence along said north right of way line for the following described four (4) courses; (1) $S.88^{\circ}44'55''W.$ for 75.00 feet; (2) Thence $N.46^{\circ}05'58''W.$ for 14.10 feet; (3) Thence $S.00^{\circ}56'51''E.$ for 10.00 feet; (4) Thence $S.88^{\circ}44'55''W.$ for 8.24 feet to the point of beginning.

Schedule X

Parcel 401

Project: Livingston Road/Imperial Connection Project #4056
Search No. 21572/C and 21574/D

LEGAL DESCRIPTION

Imperial Street Parcel 401

A parcel of land in Section 36, Township 47 South, Range 25 East, Lee County, Florida, being a portion of Tracts 48 and 49 of Imperial Gate, an unrecorded subdivision, more particularly described as follows:

Commence at the southwest corner of the southeast quarter of Section 36, Township 47 South, Range 25 East, thence N.00°56'51"W. along the west line of said southeast quarter for 130.52 feet; Thence N.88°44'59"E. for 15.44 feet to an intersection with the maintained right of way line of Imperial Street as shown on the Maintained Right Of Way Maps thereof filed with Lee County Department of Transportation and the point of beginning of the herein described parcel of land; Thence along said maintained right of way line for the following described two (2) courses; (1) N.00°10'45" E. for 100.59 feet; (2) Thence N.00°52'40"W. for 4.96 feet to an intersection with the south line of Chapman Street; Thence N.88°45'04" E. along said north line for 62.58 feet; to an intersection with a line parallel with and 80.00 feet east of as measured at right angles to the west line of said southeast quarter; Thence S.00°56'51"E. along said parallel line for 105.51 feet; Thence S.88°44'59"W. for 64.57 feet to the point of beginning.

Doc. 9450
C/C 1163.00
9,124.00

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④

This instrument was prepared by
and should be returned to:
John T. Diamandis, Esquire (mfc)
Piper Rudnick LLP
Suite 2000
101 East Kennedy Boulevard
Tampa, Florida 33602-5149

INSTR # 5607911
OR BK 03761 PG 2408
RECORDED 10/28/2002 01:58:52 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 24.00
DEED DOC 9,100.00
DEPUTY CLERK A Janke

Property Appraiser's Tax Folio
Nos. 36-47-25-B3-01200.0410;
01200.0420; 01200.0440;
01200.0460; 01200.0480;
01200.0500; 01200.0510;
01200.0520, 01200.0540

This space reserved for Recorder's use only.

WARRANTY DEED

THIS WARRANTY DEED is made as of the 22ND day of OCTOBER, 2002, by and between **LIMETREE PARTNERS**, a Florida general partnership (hereinafter referred to as the "Grantor") whose mailing address is 414 Rosemeade Lane, Naples, Florida 34105, and **BBIC, L.L.C.**, a Florida limited liability company (hereinafter referred to as the "Grantee"), whose mailing address is c/o CIP Realty, 8603 S. Dixie Hwy., Suite 208, Miami, FL 33143, and whose Federal Tax Identification Number is 01-0695421.

WITNESSETH:

The Grantor, for and in consideration of the sum of Ten and No/100ths Dollars (\$10.00) and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, hereby grants, bargains, sells, , remises, releases, conveys and confirms unto the Grantee, its successors and assigns, all that certain land situate in Lee County, Florida, more fully described as follows (the "Property"):

See Exhibit "A" attached hereto and made a part hereof, which Property is subject to those matters set forth on Exhibit "B" attached hereto and hereby made a part hereof (the "Permitted Exceptions"); provided however, reference of the Permitted Exceptions is not intended to reimpose the same.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD the same in fee simple forever.

The Grantor does hereby covenant that Grantor is lawfully seized of the Property in fee simple; Grantor has good right and lawful authority to sell and convey the Property; Grantor

STATE OF FLORIDA)
) SS.
COUNTY OF LEE)

This instrument was acknowledged before me on the 22ND day of OCTOBER, 2002, by Paul Charlebois, as General Partner of LIMETREE PARTNERS, a Florida general partnership, on behalf of such entity, who is [check where applicable] [] personally known to me or [] has produced a _____ (state) driver's license as identification.

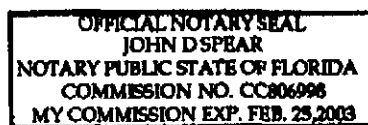
John D. Spear

Printed Name: JOHN D. SPEAR

NOTARY PUBLIC

My Commission Expires: _____

(Notarial Stamp or Seal)



OR BOOK 03761 PAGE 2410

EXHIBIT "A"

A tract of land, being portions of Tracts 41-54, IMPERIAL GATES (an unrecorded subdivision) all lying within Section 36, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the South 1/4 corner of said Section 36; thence North 00 degrees 18 minutes 00 seconds East, along the North-South 1/4 Section line, 25.00 feet, to the North right-of-way line of Bonita Beach Road, and the Point of Beginning of the land herein described:

Thence continue North 00 degrees 18 minutes 00 seconds East, 211.00 feet; thence East, along the South right-of-way line of Chapman Avenue, 395.00 feet, to the East line of Tract 54, IMPERIAL GATES (unrecorded); thence South 00 degrees 18 minutes 00 seconds West, along the East line of Tracts 54 and 41 of said IMPERIAL GATES, 211.00 feet, to the North right-of-way line of Bonita Beach Road; thence West, along said right-of-way line, 360.00 feet; thence North 44 degrees 51 minutes 00 seconds West, along a right-of-way taking as described in Official Records Book 1961, at Page 357 (Lee County Public Records), 14.11 feet; thence South 00 degrees 18 minutes 00 seconds West, along said taking, 10.00 feet, to the North right-of-way line of Bonita Beach Road; thence West, along said right-of-way line, 25.00 feet, to the Point of Beginning.

LESS AND EXCEPTING THEREFROM that portion of the above described property lying within the maintained right-of-way of Imperial Street.

EXHIBIT "B"

Permitted Exceptions

1. Taxes for the year 2002 and subsequent years.
2. Zoning and other governmental laws, rules and regulations.
3. Easements as set out in instrument recorded in O.R. Book 59, Pages 250 & 251, Public Records of Lee County, Florida.
4. Easement to Bonita Springs Utilities, Inc., recorded in O.R. Book 3392, Page 3612, Public Records of Lee County, Florida.

OR BOOK 03761 PAGE 2412

Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

C. William Carlson, MAI, SRA
State Certified General Appraiser
#0000667

J. Lee Norris, MAI, SRA
State Certified General Appraiser
#0000643

September 7, 2001

Michael J. O'Hare, Property Acquisition Agent
Department of Public Works
Division of County Lands
Board of County Commissioners - Lee County, Florida
P.O. Box 398
Fort Myers, Florida 33901-0398

Re: Parcels 400, 401 and 434
Livingston/Imperial Street Connection
Project Number 4056
Northeast Corner of Bonita Beach Road and Imperial Street

Dear Mr. O'Hare:

In accordance with your request, we have inspected the above referenced property for the purpose of estimating the market value of that portion of the property being acquired. We have estimated the market value of the parent tract as well as estimated the market value of the remainder parcel. The difference between the market value of the parent tract and the remainder tract is the market value estimate for the part taken. The market value estimate is based upon physical and economic conditions as of the effective date of appraisal, August 23, 2001. This was the last date of a complete physical inspection of the subject property. An aerial inspection of the subject property was made on August 24, 2001.

The parent parcel is a rectangularly shaped site containing some 76,200 square feet or 1.75 acres. There are a number of residential structures on the site which are not considered to contribute no value in relation to the overall highest and best use of this corner parcel as of the date of appraisal. The remainder tract will contain 64,144 square feet or 1.47 acres. The size of the parcel being acquired contains 12,056 square feet or .28 acres.

This analysis has utilized the most current market value definition which is contained within the attached appraisal report. This site is being valued under market conditions existing as of the date of the last inspection of the property. As per your request this is a **Complete-Summary Appraisal Report** which presents limited data and discussion for the data and analysis that were used in the appraisal process to develop the appraiser's opinions of value. As a complete appraisal process was conducted the Departure Provision is not invoked from the Uniform Standards of Professional Appraisal Practice. Based on market conditions existing as of the date of appraisal, it is our opinion the portion of the property being acquired in fee simple ownership warranted has a market value as of August 23, 2001 of:

TWO HUNDRED FIVE THOUSAND DOLLARS (\$205,000.00).

Michael J. O'Hare, Property Acquisition Agent
September 7, 2001
Page 2

The attached appraisal report contains brief discussions of the data and analysis utilized in arriving at the opinions of value. This report is made subject to certain assumptions and limiting conditions as set forth in the body of the appraisal. A specific assumption is that the site can be re-zoned from TFC-2 to CPD.

If you should have any questions relating to this or any other matter, please do not hesitate to call us.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



J. Lee Norris, MAI, SRA
State Certified General Appraiser #0000643

JLN/lkm