

**WALK ON #2**

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

Blue Sheet No. 20060158

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for the acquisition of Parcel 107, Corkscrew Road Water Treatment Plant Wellfield Expansion Project No. 7097, and proposed future utility facilities, in the amount of 2,056,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction; approve a Budget Transfer in the amount of \$2,100,000 for future utility facilities and amend FY 05/06-09/10 CIP accordingly.

**2. WHAT ACTION ACCOMPLISHES:** Acquisition of 51.4 acres for the expansion of the wellfield for the Corkscrew Road Water Treatment Plant and future utility facilities.

**3. MANAGEMENT RECOMMENDATION:** Approve.

**4. Departmental Category:** 6 **WO #2** **5. Meeting Date:** **2-14-06**

<b>6. Agenda:</b>	<b>7. Requirement/Purpose: (specify)</b>	<b>8. Request Initiated:</b>
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute 125	<b>Commissioner</b> _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	<b>Department</b> Independent
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	<b>Division</b> County Lands <i>AK/S</i>
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other BS20060009	<b>By:</b> Karen L.W. Forsyth, Director <i>AK/S</i>
<input type="checkbox"/> Walk-On		

**9. Background:** The Utilities Division initially required two easement interests from an operating 51.4-acre grove site, with an additional six fee and easement interests over 5.3 acres on adjoining properties to the east. During negotiations, the owner of the grove site offered to sell the entire 51.4 acres to the County. By acquiring the grove site, it is anticipated that the additional fee and easement parcels to the east could be eliminated. Therefore, reducing project acquisition costs by a minimum of \$115,850. In addition, the Utilities Division has indicated that the remaining acreage could be utilized for future utility facilities.

**Negotiated for:** Utilities Division (Seventeen easement and fee-simple interests will be acquired from 2 remaining properties, under the parameters of this project).

**Interest to Acquire:** Fee-simple interest in 51.4 acres, currently improved with a citrus grove and 4 deep potable water wells. (Grove harvesting and operations will cease prior to closing this transaction).

**Property Details:**

**Owner:** DGR Distributors, Inc., a Florida corporation  
**Address:** 18501 Corkscrew Road, Estero, 33928  
**STRAP No.:** 19-46-27-00-00001.0030

**Purchase Details:**

**Purchase Price:** \$2,056,000 (\$40,000/acre)  
**Estimated Costs to Close:** \$40,000 (Includes costs for environmental analysis and surveying).

**Appraisal Information:**

**Company:** Maxwell & Hendry Valuation Services  
**Appraised Value:** \$1,799,000 (Value based upon 51.4-acres at \$35,000/acre)

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of 14% can be justified considering: 1) cost savings from the elimination of six project parcels, 2) costs of potential condemnation proceedings for the subject property and adjacent parcels, which costs are estimated to be \$20,000, excluding any time related increases in land value, and 3) need of land for future utility facilities. Therefore, staff recommends the Board approve the Action Requested.

**Account:** Funds for the wellfield expansion are available in Account No. 20709748712.506525. Additional Funds will be made available in account string 20728948713.506199.

**Attachments:** Purchase Agreement, Affidavit of Interest, Appraisal Data, Location Map, Title Data, Sales History, Budget Transfer

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>[Signature]</i>		N/A	<i>[Signature]</i>	<i>[Signature]</i>	Analyst <i>[Signature]</i> 2-13-06	Risk <i>[Signature]</i>	Grants <i>[Signature]</i> 2/13/06	Per. <i>[Signature]</i> 2/13/06	<i>[Signature]</i> 2-9-06

- 1. Commission Action:**
- Approved
  - Deferred
  - Denied
  - Other

RECEIVED BY COUNTY ADMIN:
2-13-06
4:02
COUNTY ADMIN FORWARDED TO:
<i>[Signature]</i> 2/13/06
4:30 pm

Rec. by CoAtty
Date: 2/9/06
Time: 3:25 pm
Forwarded To:
<i>[Signature]</i> 2/13/06 4 pm

**DeSalvo, Richard A.**

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**From:** Forsyth, Karen L  
**Sent:** Monday, February 13, 2006 4:13 PM  
**To:** DeSalvo, Richard A.  
**Cc:** Patterson, Mary K.; Carney, Shirley A.; Gomez, Keith; Lavender, James H.; Clemens, Robert G.; Schwartz, Holly A.; Diaz, Ricardo ; Velez, Sergio I.; Spickerman, Robert; Owen, David M.  
**Subject:** Request for WALK-ON; Tomorrow's BoCC Meeting, Feb. 14, 2006  
**Importance:** High

**Hello Richard,**

**I am requesting that bluesheet item # 20060158 be walked-on at tomorrow's BoCC meeting. I apologize for such late notice and request. Also, the bluesheet package may not be in your office as of yet. However, it will be delivered momentarily. The purpose for a walk-on item is as follows:**

**"The location of this property is vital for the County's expansion of well fields in the region. Until the Board executes the Purchase Agreement, which accompanies the bluesheet, the County does not have a binding contract in place. With the market place being so competitive, especially in this area of growth, it is in the County's best interest to enter into the agreement as soon as possible, should the Board approve making the purchase."**

*Karen Forsyth  
County Lands Director  
Lee County Government  
P.O. Box 398  
Fort Myers, FL 33902  
(239) 357-0222; (239) 479-8391 (Fax)*

# REQUEST FOR TRANSFER OF FUNDS

JD NAME: LCU Capital Improvements DATE: 02/06/06 BATCH NO. \_\_\_\_\_

FISCAL YEAR: 05/06 FUND #: 48713 DOC TYPE: YB LEDGER TYPE: BA

TO: Lee County Utilities CIP Budget  
(DIVISION NAME) (PROGRAM NAME)

NOTE: PLEASE LIST THE ACCOUNT NUMBER BELOW IN THE FOLLOWING ORDER:  
FUND #-DEPT/DIV #-PROGRAM #-OBJECT CODE #-SUBFUND #-PROJECT#-COST CENTER #.  
(EXAMPLE: BB5120100100.503450)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>DEBIT</u>
20728948713.506540	Improvement Construction	\$ 2,100,000
	TOTAL TO:	\$ 2,100,000

FROM: Lee County Utilities CIP Budget  
(DIVISION NAME) (PROGRAM NAME)

<u>ACCOUNT NUMBER</u>	<u>OBJECT NAME</u>	<u>CREDIT</u>
GC5890148713.509910	Reserve for Contingencies	2,100,000
	TOTAL FROM:	\$ 2,100,000

EXPLANATION: Transfer funds to the indicated project to fund 50 acres of land purchase, to be used for future expansion of waste water or water facilities or capacity.

*[Signature]* 2/6/06  
DIVISION DIRECTOR SIGNATURE DATE

*[Signature]* 2-9-06  
DEPARTMENT DIRECTOR SIGNATURE DATE

DBS: APPROVAL  DENIAL \_\_\_\_\_

*[Signature]* 2-13-06  
OPERATIONS ANALYST SIGNATURE DATE

APPROVAL \_\_\_\_\_ DENIAL \_\_\_\_\_

\_\_\_\_\_  
BUDGET OPERATIONS MANAGER SIGNATURE DATE

CO. ADMIN.: APPROVAL \_\_\_\_\_ DENIAL \_\_\_\_\_

\_\_\_\_\_  
CO. ADMIN. SIGNATURE DATE

BCC APPROVAL DATE \_\_\_\_\_

\_\_\_\_\_  
BCC CHAIRMAN SIGNATURE

BA NO: \_\_\_\_\_ AUTH CODE: \_\_\_\_\_ TRANS DATE: \_\_\_\_\_

This document prepared by  
County Lands Division  
Project: Corkscrew Road WTP Wellfield Exp., Project 7097  
Parcel: DGR Distributors, Inc.  
STRAP No.:19-46-27-00-00001.0030

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 \_\_\_\_\_ day of \_\_\_\_\_, 2006 by and between DGR DISTRIBUTORS, INC., a Florida corporation, hereinafter referred to as SELLER, whose address is 203 Oak Street, Immokalee, Florida 34142, 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 hereby agrees to sell and BUYER hereby agrees to purchase, subject to the terms and conditions hereinafter set forth, all of that certain parcel of land consisting of 51.4 acres, more or less, and located at 18501 Corkscrew Road, Fort Myers, Florida 33913, and being more particularly described as:

*The west one-half of the following described property:*

*The south one-half of the west three-fourths of Section 19, Township 46 South, Range 27 East, less the west 2310 feet thereof and less any portion of these lands which lie within the right of way of Corkscrew Road, being in Lee County, Florida*

Said parcel of land hereinafter called the "Property". This Property will be acquired for the Corkscrew Road Water Treatment Plant Wellfield Expansion, Project 7097, and utility expansion projects, hereinafter collectively called the "Project".

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be ~~Two Million~~ <sup>Fifty-six Thousand</sup> and No/100 Dollars (~~\$2,000,000~~), payable at closing by County warrant.

2,056,000



3. **EVIDENCE OF TITLE:** SELLER will provide at SELLER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the Purchase Price, from First American Title or a title company acceptable to BUYER. Such commitment will be accompanied by one copy of all documents which constitute exceptions to the title commitment. Such 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. *Subject, also, to prior reservations of oil, gas, & minerals, if any*

*DKR*

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 material loss and/or material damage to the Property, not including the harvesting of the existing citrus crop, occurring between the date of this offer and the date of closing, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property 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) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of release or 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) Environmental Audit, (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.

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 such corrections within 30 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 30 days prior to closing, BUYER will obtain, 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. Any size discrepancy identified by the boundary survey will be remedied as stated herein. If such survey 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.



2,056,000

The purchase price of ~~\$2,000,000~~ is based upon the assumption that the Property consists of 51.4 acres. Said acreage shall be verified by the boundary survey to be obtained by BUYER, and if the actual net unencumbered acreage is more or less than 50 acres, the Purchase Price will be adjusted accordingly at the agreed per acre price of \$40,000.

10. **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 which 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.
11. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before ninety (90) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.
12. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.
13. **REAL ESTATE BROKERS:** BUYER and SELLER hereby agree to indemnify and hold each other harmless from and against any claims by a real estate broker claiming by or through BUYER or SELLER.
14. **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.
15. **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.
16. **SPECIAL CONDITIONS:** The Purchase Price recited herein, includes payment for the tractor driven throw-out pump, submersible pump, well casings and fencing, located on the Property. Any additional special conditions will be attached to this Agreement and signed by all parties to this Agreement.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
Page 5 of 5

WITNESSES:

SELLER:

DGR DISTRIBUTORS, INC., a  
Florida corporation

*James K. Boardman*  
*Margaret J. Belkna*  
  
\_\_\_\_\_  
  
\_\_\_\_\_

BY: *Daniel G. Rosbough*  
Daniel G. Rosbough (DATE)  
President

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)



**ADDENDUM TO CONTRACT BETWEEN**

**D. G. R. DISTRIBUTORS, INC. (Seller)**

**and**

**BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY (Buyer)**

**INVESTIGATIONS; CONTINUING RIGHT OF ENTRY.** Buyer, at Buyer's sole expense, shall have a period of sixty (60) days from the Effective Date of this Contract to satisfy itself as to all matters with respect to the Subject Property as Buyer, in Buyer's sole and absolute discretion, shall deem appropriate. Said period of time shall be referred to herein as the "Investigation Period." Buyer, and Buyer's authorized representatives, shall have the right to enter upon the Land, and any part thereof, at all reasonable times for the purpose of making tests, studies, investigations and verifications with respect to the Subject Property as shall be desired by Buyer.

During the Investigation Period, Buyer, at Buyer's sole expense, shall have the right to conduct, or cause to be conducted, by an environmental consulting firm selected by Buyer, such environmental investigations with respect to all of the Land as Buyer deems necessary in order to satisfy Buyer that all of the Land is in compliance with all applicable federal, state and local environmental laws, rules and regulations. Buyer shall notify Seller in writing at least three (3) days prior to initiating any such environmental investigations, and, upon the request of Seller, Buyer will furnish to Seller copies of any environmental condition reports obtained by Buyer.

For the purposes of conducting the investigations contained this paragraph, Buyer, and Buyer's agents, contractors and other authorized representatives shall have the right to enter upon the Land for the purpose of making any and all desired inspecting, surveys, tests, studies, examinations and investigations; provided, however, that any activities by or on behalf of Buyer, including, without limitation, the entry by Buyer or Buyer's agents, contractors, and other authorized representatives (hereinafter called "Buyer's Designees") onto the Subject Property, or the other activities of Buyer or Buyer's Designees with respect to the Subject Property (hereinafter called "Buyer's Activities") shall not damage the Subject Property in any substantial manner or unreasonably disturb or interfere with the operation of the Subject Property. Buyer agrees to be liable for money damages in tort for any injuries to or losses of property, personal injury, or death caused by the negligent or wrongful acts or omissions of any official or employee of Buyer while acting within the scope or the official's or employee's office or employment under circumstances under which a private person would be held liable in accordance with the general laws of the State of Florida, subject to the limitations as set out in Section 768.28 Florida Statutes, as it may be amended or revised from time to time. Buyer also agrees that the Buyer will cause any physical damage to the Land occasioned as the result of Buyer's Activities or as the result of any soil borings or similar physical tests or examinations to be repaired to substantially the original condition thereof promptly upon the completion thereof.

If the results of any of the Buyer's investigations reveal any matters which are unsatisfactory to Buyer, in Buyer's sole discretion, Buyer may elect to close the transactions contemplated by this Contract without a reduction in the Purchase Price or, at Buyer's sole option, withdraw from the Contract by giving written notice of its intention to do so to Seller whereupon all rights and liabilities under this Contract shall terminate.

After the end of the Investigation Period, the Buyer or Buyer's Designees shall have a continuing right of entry onto the Subject Property until the time of closing for the limited purposes of assuring itself there has been no change in the condition of the Subject Property.



**ADDENDUM TO CONTRACT BETWEEN**

**D. G. R. DISTRIBUTORS, INC. (Seller)**

**and**

**BOARD OF COUNTY COMMISSIONERS OF LEE COUNTY (Buyer)**

**(Page 2)**

**COOPERATION IN TAX-FREE EXCHANGE.** If either party desires to effect a tax-free exchange under the relevant provisions of the Internal Revenue Code pertaining to "like-kind" exchanges, the other party shall cooperate with the party desiring to make such exchange, providing the cooperating party shall be under no obligation to make any warranties or incur additional expenses or liabilities in fulfilling the obligations of this paragraph.



STRAP No.: 19-46-27-00-00001.0030  
Project: Corkscrew Road Wellfield Exp. & Facilities/7097

**AFFIDAVIT OF INTEREST IN REAL PROPERTY**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 2 day of February, 2006 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:

DGR Distributors, Inc., a Florida corporation  
203 Oak Street  
Immokalee, Florida 34142

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. Daniel G. Rosbough
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The real property to be conveyed to Lee County is known as:

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

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

DGR DISTRIBUTORS, INC., a Florida  
corporation

By: Daniel G. Rosbough  
Daniel G. Rosbough, President

Thomas K. Boardman  
Witness Signature  
Thomas K. Boardman  
Printed Name  
Margrete F. Bethea  
Witness Signature  
Margrete F. Bethea  
Printed Name

Affidavit of Interest in Real Property  
Parcel: 107/DGR  
Project: Corkscrew Rd WFE/7097

STATE OF Florida  
COUNTY OF Collier

SWORN TO AND SUBSCRIBED before me this 2<sup>nd</sup> day of February, 2006 by  
Daniel G. Rosbough, President of DGR Distributors, Inc., a Florida corporation, on behalf of  
the corporation. He is personally known to me or has produced \_\_\_\_\_ as identification.

*Teresa Cortez*  
(Notary Signature)

(SEAL)



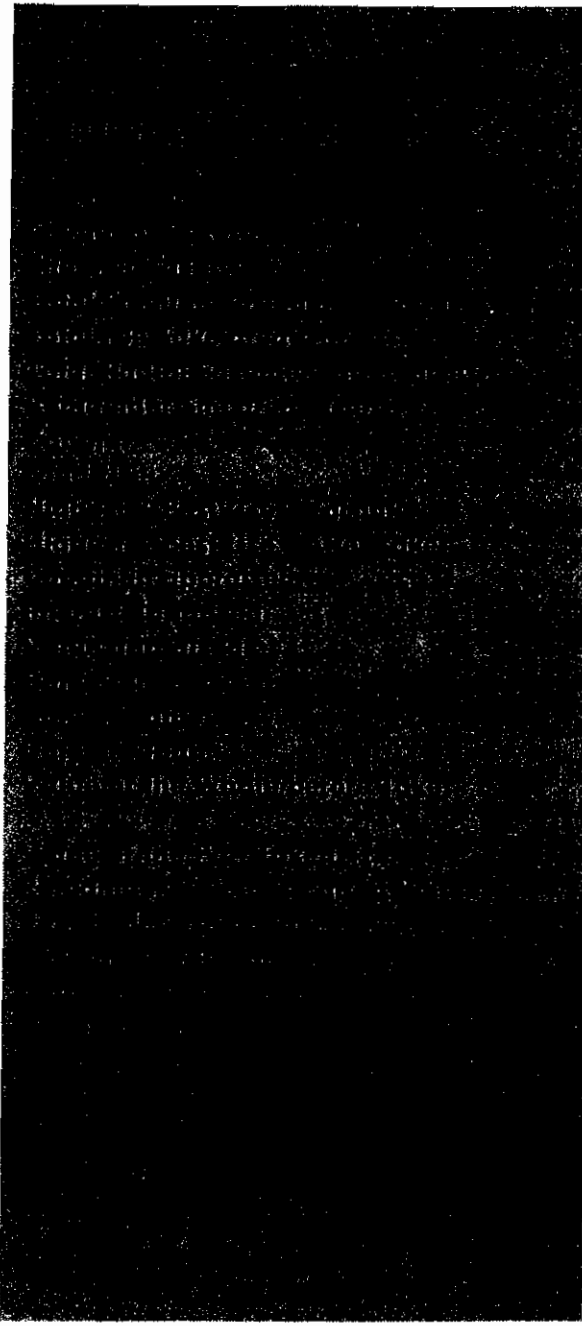
Teresa A Cortez  
(Print, type or stamp name)

EXHIBIT "A"

The West one-half of the following described property:

The South one-half of the West three-fourths of Section 19, Township 26 South, Range 27 East, less the West 2310 feet thereof and less any portion of these lands which lie within the right-of-way of Corkscrew Road, being in Lee County, Florida.

## Section One – Executive Summary



**Vacant Land**

A portion of Section 19, Township 46S, Range 27E, Fort Myers, Lee County, FL

Located on the north side of Corkscrew Road, 1 3/4 miles east of Allico Road

401.05

DGR Distributors Inc.

50 +/-

0.28

0.00

0.66

50 +/-

AG-2

DRGR

Speculative Holding

Speculative Holding

As Is

Fee Simple

Market Value

11/21/2005

11/21/2005

12/13/2005

\$1,750,000 *(Based upon 50 acres @ \$35k/acre)*

(Land Only, No Grove Stock or Improvements)

\$14,000

\$1,736,000

\$1,736,000

\$0

\$14,000

See Data Book

See Data Book

We have valued the land as thought vacant; the grove operation and improvements are not valued. Lee County has verbally described the nature of the take improvements and uses. See

Scope of Work for details

W. Michael Maxwell, MAI, SRA;

Matthew H. Caldwell

# SHEW ROAD WTP WELLFIELD 7097 - PROJECT AREA

144626

134626

184627

174627

224626

234626

244626

194627

204627

274626

264626

254626

304627

294627

4626

354626

364626

SIX LS FARM RD

CORKSCREW RD

ALICO RD

Subject



County Owned Lands



THIS IS NOT A SURVEY. THE COUNTY LANDS DIVISION HAS PREPARED THIS MAP FOR INFORMATIONAL PURPOSES ONLY. DETAILS SHOWN MAY BE UNOFFICIAL DETERMINATIONS AND MAY NOT BE ACCOMPANIED BY WARRANTY OR GUARANTEE. WHILE THE DIVISION HAS MADE EVERY EFFORT TO PROVIDE THE CORRECT INFORMATION, INDEPENDENT VERIFICATION MAY BE NECESSARY.

REVISED: JAN. 11, 2006 RAUK@EEGOV.COM

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

Search No. 19-46-27-00-00001.0030

Date: February 3, 2005

Parcel: 107

Project: Corkscrew Rd WPT 7097

To: J. Keith Gomez  
Property Acquisition Agent

From: Kenneth Pitt *KP*  
Real Estate Title Examiner

STRAP: 19-46-27-00-00001.0030

Effective Date: January 6, 2005, at 5:00 p.m.

**Subject Property: The West ½ of the South ½ of the West ¾ of Section 19, Township 46 South Range 27 East, less the West 2310 feet and less any portion of these lands which lie within the right of way of Corkscrew Road.**

Title to the subject property is vested in the following:

**D.G.R. Distributors, Inc., (a Florida Corporation).**

By that certain instrument dated March 25, 1996 recorded April 9, 1996, in Official Record Book 2693 Page 3120, Public Records of Lee County, Florida.

**Easements: 1): Subject to an Easement for ingress and egress over the West 20 feet of the subject property, established in a deed recorded in Official Record Book 1044 Page 904, Public Records of Lee County, Florida.**

**Note 1): Subject to a Mortgage and Security Agreement in the original sum of \$350,000.00, between D.G.R. Distributors, Inc., (mortgagor), and the First Bank of Immokalee (mortgagee), recorded in Official Record Book 2693 Page 3122, Public Records of Lee County, Florida.**

**Note 2): Subject to a Reservation of a one half interest in all mineral leases, rentals or royalties derived therefrom, together with an undivided one half interest in and to all the oil, gas and minerals of the subject property, by Consolidated Naval Stores Company (N/K/A Consolidated Tomoka, Inc.,) as contained in a deed recorded in Deed Book 262 Page 361, Public Records of Lee County, Florida.**

**Note 3): Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection, recorded in Official Record Book 2189 Page 3281 and amended by Official Record Book 2189 Page 3334, Public Records of Lee County, Florida.**

**Note 4): Subject to an Environmental Resource Permit Notice filed by South Florida Water Management, recorded in Official Record Book 4268 Page 2409, Public Records of Lee County, Florida.**

*Does not cross/affect - Subject leased out*



## Division of County Lands

### Ownership and Easement Search

Search No. 19-46-27-00-00001.0030

Date: February 3, 2005

Parcel: 107

Project: Corkscrew Rd WPT 7097

**Tax Status: \$1,569.72 paid on 11/4/04 for Tax Year 2004.**

*(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.**

# 5-Year Sales History

Parcel No. 107/DGR Distributors, Inc.

Corkscrew Road WTP Wellfield Expansion  
Project No. 7097

**NO SALES in PAST 5 YEARS**