

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

**Blue Sheet No. 20041052**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for the acquisition of the Grace United Methodist Church of Cape Coral, Inc. parcel, located at 17251 and 17281 North Tamiami Trail, North Fort Myers (STRAP Nos. 22-43-24-01-00001.0440 & .0410) in the amount of \$1,100,000, pursuant to the terms and conditions set forth in the Purchase Agreement. Authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete this transaction. Also approve Budget Resolution in the amount of \$1,200,000 for the Lee County Tax Collector's contribution to fund the Tax Collector's North Fort Myers Branch Office and amend FY 03/04 - 07/08 CIP accordingly.

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

**WHAT ACTION ACCOMPLISHES:** The purchase of the Grace United Methodist Church property for necessary office space for the Lee County Tax Collector.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 4

*C6A*

**3. MEETING DATE:**  
*09-07-2004*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE 125
  - ORDINANCE
  - ADMIN.
  - OTHER

**6. REQUESTOR OF INFORMATION**

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

**7. BACKGROUND:** The Division of County Lands has been negotiating the terms and conditions for the purchase of an improved property on U.S. Highway 41 (State Road 45) in North Fort Myers, to accommodate future office space requirements for the Office of the Lee County Tax Collector. The property consists of ± 7.84 acres, and includes approximately 6,650 square feet of existing structures that do not provide contributory value and will be demolished.

The current asking price for the property is \$1,279,000. However, through negotiations, the owner, Grace United Methodist Church of Cape Coral, Inc., has agreed to sell the subject property to the County for \$1,100,000. The seller is responsible for payment of documentary stamp tax and title insurance fees. Closing costs, including survey, environmental site assessment, and asbestos survey are estimated at \$25,000 and will be paid for by the County.

Hanson Real Estate Advisors, Inc. appraised the subject property with a resulting value of \$1,080,000, which includes a reduction of \$30,000, the estimated cost to demolish the existing structures/improvements.

Staff recommends approval of the Requested Motion.

Funds will be available in account string 20871530100.506110.

Attachments: Purchase Agreement; Appraisal Excerpts (Location Map Included); Title Data; 5-Year Sales History; Budget Resolution

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other Tax Collector	E County Attorney	F Budget Services <i>APM 8/26/04</i>				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>			<i>6/20</i>	<i>Richard Hudson 8-24-04</i>	<i>8-25-04</i>	<i>8/26/04</i>	<i>08 8/26/04</i>	<i>8/26/04</i>	<i>8/26/04</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

CO. ATTY  
FORWARDED  
TO CO. ADM.  
*8/24/04 10:44*

RECEIVED BY  
COUNTY ADMIN:  
*8/24/04*  
*11052927*  
COUNTY ADM. N/A  
FORWARDED TO:  
*8/24/04*  
*3000*

*EW*

*HS*

# RESOLUTION #

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2003-2004.

**WHEREAS**, in compliance with the Florida Statutes 129.06(2), it is the desire of the Board of County Commissioners of Lee County, Florida, to amend the Capital Improvements-Fund 30100 budget for \$1,200,000 of the unanticipated revenue from the Lee County Tax Collector and an appropriation of a like amount for construction costs and;

**WHEREAS**, the Capital Improvements-Fund 30100 budget shall be amended to include the following amounts which were previously not included.

<b>ESTIMATED REVENUES</b>		
Prior Total:		\$135,111,490
Additions		
20871530100.337100.9001	Contribution-Tax Collector	1,200,000
Amended Total Estimated Revenues		\$136,311,490

<b>APPROPRIATIONS</b>		
Prior Total:		\$135,111,490
Additions		
20871530100.506540	Improvements Construction	1,200,000
Amended Total Appropriations		\$136,311,490

**NOW, THEREFORE, BE IT RESOLVED** by the Board of County Commissioners of Lee County, Florida, that the Capital Improvements-Fund 30100 budget is hereby amended to show the above additions to its Estimated Revenue and Appropriation accounts.

Duly voted upon and adopted in Chambers at a regular Public Hearing by the Board of County Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 2004.

ATTEST:  
CHARLIE GREEN, EX-OFFICIO CLERK

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY, FLORIDA

BY: \_\_\_\_\_  
DEPUTY CLERK

\_\_\_\_\_  
CHAIRMAN

APPROVED AS TO FORM

\_\_\_\_\_  
OFFICE OF COUNTY ATTORNEY

DOC TYPE YA  
LEDGER TYPE BA

This document prepared by:

County Lands Division

Project: **NFM Tax Collector Site, Project 8715**

Parcel: U.S. 41/Grace United Methodist

STRAP Nos.: 22-43-24-01-00001.0410 & .0440

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 22<sup>nd</sup> day of July, 2004 by and between **GRACE UNITED METHODIST CHURCH OF CAPE CORAL, INC.**, a Florida non-profit corporation, hereinafter referred to as SELLER, whose address is 13 SE 21<sup>st</sup> Place, 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 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 7.84 acres more or less, improved with two buildings totaling ±6,650 square feet, and located at 17251 and 17281 North Tamiami Trail, North Fort Myers, Florida 33903 and being more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called the "Property". This Property will be acquired for the North Fort Myers Tax Collector Facility, Project 8715, hereinafter called the "Project".

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be **One Million One Hundred Thousand and no/100 Dollars (\$1,100,000.00)**, payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER 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 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 must 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) 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) satisfaction of existing mortgages, 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. 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.
  
10. **ENVIRONMENTAL AND ASBESTOS 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 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 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 which 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 which 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 any 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 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.

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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

WITNESSES:

Kirsten M. Parnell  
Wayne P. Cook

WITNESSES:

Kirsten M. Parnell  
Wayne P. Cook

**SELLER:**

GRACE UNITED METHODIST CHURCH OF  
CAPE CORAL, INC., a Florida non-  
profit corporation

BY: James K Haynes 7/27/04  
(DATE)  
James K Haynes Chair of TRUSTEE  
(Print Name and Title)

BY: [Signature] 7/27/04  
(DATE)  
James Redecker  
(Print Name and Title)  
DIRECTOR OF ADMINISTRATION

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)





## **EXHIBIT "A"**

Lots 41, 42, 43, 44, and 45, Block 1, Tamiami City, according to the map or plat thereof as recorded in Plat Book 9, Page 6, Public Records of Lee County, Florida, less and except road right of way for State Road 45 (U.S. Highway 41).

**RECEIVED**  
JUN - 9 2004

**COUNTY LANDS**

**COMPLETE SUMMARY APPRAISAL  
REPORT NO. 04-04-01**

North Fort Myers Tax Collector Site  
Project No. 8715  
Strap Nos. 22-43-24-01-00001.0410 and 22-43-24-01-00001.0440  
7.84 acre parcel located on the west side of US 41  
just north of the US 41 and Business 41 intersection  
North Fort Myers, Lee County, FL 33903

**PREPARED FOR**  
Robert G. Clemens  
Acquisition Program Manager  
Division Of County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398

**EFFECTIVE DATE OF THE APPRAISAL**  
June 5, 2004

**PREPARED BY**  
Hanson Real Estate Advisors, Inc.  
2233 Second Street  
Fort Myers, FL 33901-3051

# HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

June 8, 2004

Robert G. Clemens  
Acquisition Program Manager  
Division of County Lands  
P.O. Box 398  
Fort Myers, FL 33902-0398

SUBJECT: North Fort Myers Tax Collector Site  
Project No. 8715  
Strap Nos. 22-43-24-01-00001.0410 and 22-43-24-01-00001.0440  
7.84 acre parcel located on the west side of US 41 just north of the US 41  
and Business 41 intersection, North Fort Myers, Lee County, FL 33903

Dear Mr. Clemens:

We are 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 June 5, 2004, the effective date of the appraisal. The attached report sets forth the data, research, analyses, and conclusions for this appraisal.

This report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the *Uniform Standards of Professional Appraisal Practice (USPAP)* for a summary appraisal report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in our file. The depth of discussion contained in this report is specific to the needs of the client and the intended use of the appraisal as noted herein.

The subject property is a trapezoid shaped parcel containing an area of 7.84 acres. It is located along the west side of US 41 just north of the intersection of US 41 and Business 41 in North Fort Myers, Lee County, Florida. The site is zoned CG, General Commercial district and is designated Central Urban on the Lee County Comprehensive Plan Future Land Use Map. The appraisers have estimated the highest and best use of the property "as vacant" for future commercial development.

Robert G. Clemens  
June 8, 2004  
Page 2

The subject property is improved with a one story concrete block former motel that was built in 1954. It contains 4,850 square feet of enclosed area and 1,514 square feet of porch area. Behind the motel is a one story concrete block residential building that was built in 1954 and contains 448 square feet and a small unfinished wood frame building. Information from one of the owner's indicated the motel had been vacant for five years. He received an estimate for \$500,000 to complete required electrical upgrades to the motel. The property is also improved with a one story concrete block former restaurant that was built in 1981. It contains 1,800 square feet of enclosed area. The owner indicated that recently this building was being used as a youth training and retreat center but is currently unused. The highest and best use is estimated for demolition of the improvements and utilization of the site in accordance with its highest and best use "as vacant".

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 June 5, 2004, is:

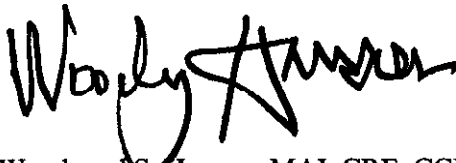
**ONE MILLION EIGHTY THOUSAND DOLLARS  
(\$1,080,000)**

\*Special Assumption and Limiting Condition:

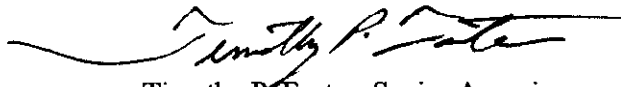
The area of the subject property was based upon the Lee County Property Appraiser's records. It is recommended that a survey be completed to verify the accuracy of the area. The appraisers reserve the right to amend this report if updated area calculations become available.

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

Respectfully submitted,



Woodward S. Hanson, MAI, CRE, CCIM  
St. Cert. Gen. REA RZ 1003



Timothy P. Foster, Senior Appraiser  
St. Cert. Gen. REA RZ 2526

## EXECUTIVE SUMMARY

**PROJECT NAME:** North Fort Myers Tax Collector Site: **PROJECT NO.** 8715

**OWNER OF RECORD:** Grace United Methodist Church of Cape Coral, Inc.

**STRAP NUMBERS:** 22-43-24-01-00001.0410 & 22-43-24-01-00001.0440

**LOCATION:** West side of US 41 just north of the intersection of US 41 and Business 41 in North Fort Myers, Lee County, Florida.

**LAND AREA:** 7.84 acres or 341,512 square feet

**IMPROVEMENTS:** Formerly used motel, restaurant, residential structure and unfinished building.

**ZONING/LAND USE:** CG, General Commercial district/Central Urban.

**HIGHEST AND BEST USE AS VACANT:** Future commercial development.

**HIGHEST AND BEST USE AS IMPROVED:** Demolition of the improvements and utilization of the site in accordance with its highest and best use "as vacant".

**ESTIMATE OF VALUE – COST APPROACH:** N/A

**ESTIMATE OF VALUE – MARKET APPROACH:** \$1,080,000

**ESTIMATE OF VALUE – INCOME APPROACH:** N/A

**FINAL VALUE ESTIMATE:** \$1,080,000

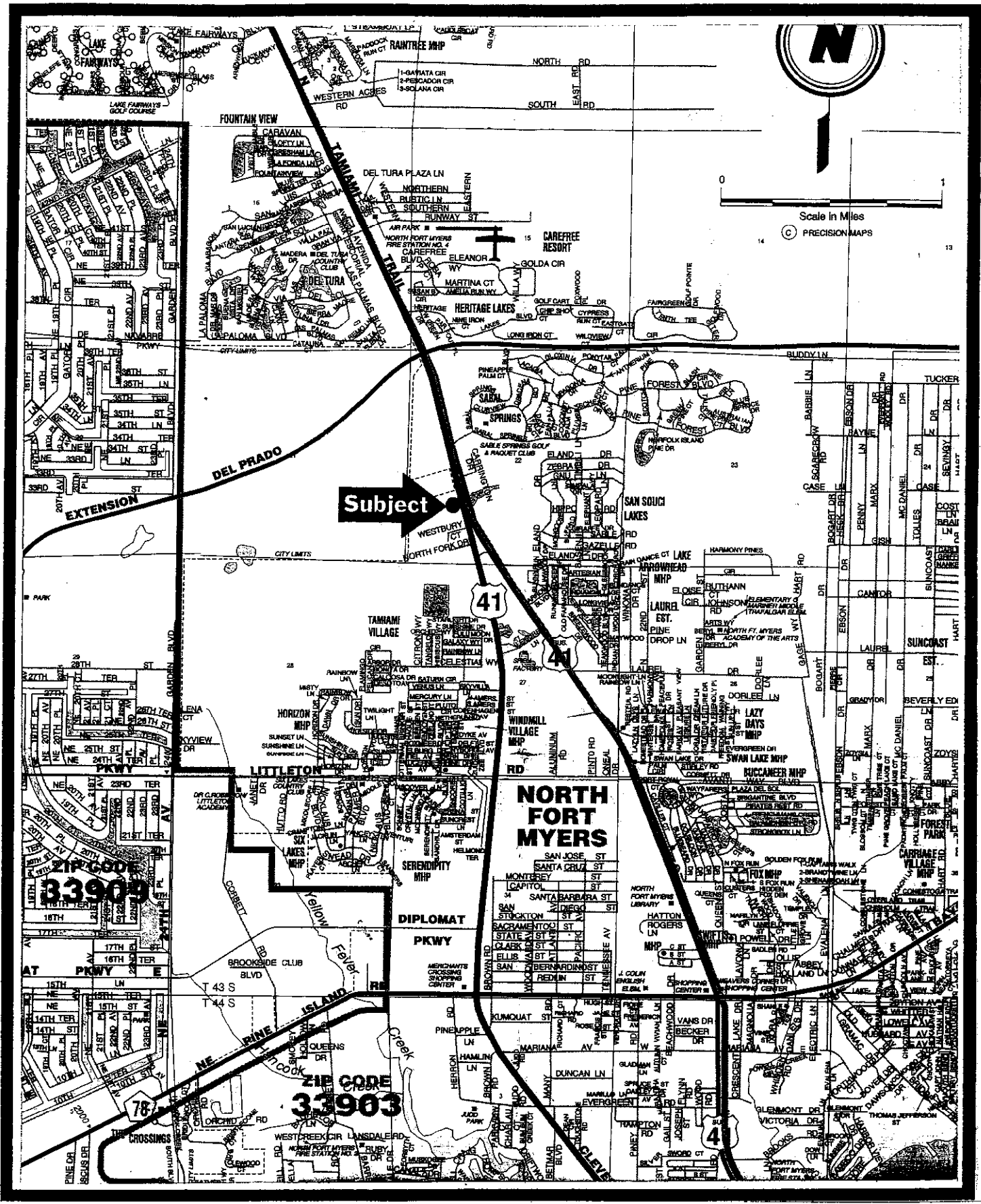
**PER UNIT VALUE:** \$3.25 per square foot

**INTEREST APPRAISED:** Fee Simple

**DATE OF VALUATION:** June 05, 2004

**APPRAISERS:** Woodward S. Hanson, MAI, CRE, CCIM and Timothy P. Foster

**SPECIAL ASSUMPTIONS:** None



**Subject**

41

41

**NORTH FORT MYERS**

ZIP CODE  
**33903**

ZIP CODE  
**33903**

**Area Map**

ATIC-213X  
LTA Commitment (1962)

# First American Title Insurance Company

## SCHEDULE A

Issuing Office File No: 041106WJ

- 1. Commitment Date: 07/13/04 ✓  
08 : 00.00 a.m. ✓

- 2. Policy or Policies to be issued:
  - (a) Owner's Policy (Identify policy type below) Policy Amount: \$ 1,100,000.00 ✓

Proposed Insured:

Lee County, a political subdivision of the State of Florida ✓

- (b) Loan Policy (Identify policy type below) Policy Amount: \$

Proposed Insured:

- (c) Other (Identify policy type below) Policy Amount: \$

Proposed Insured:

- 3. A Fee Simple interest in the land described in this Commitment is owned, at the Commitment Date, by:  
Grace United Methodist Church of Cape Coral, Inc., a Florida Non-Profit Corporation ✓

- 4. The land referred to in this Commitment is described as follows:  
Lots 41, 42, 43, 44 and 45, Block 1, TAMAMI CITY, according to the map or plat thereof as recorded in Plat Book 9, Page 6, Public Records of Lee County, Florida. less and except the road right-of-way easement for State Road No. 45.

Issue Date: 07/13/04

GULFSTREAM TITLE LLC

By \_\_\_\_\_  
(Inscribe above line name of Agent)  
  
Authorized Signatory

THIS COMMITMENT IS FURNISHED BY FIRST AMERICAN TITLE INSURANCE COMPANY OR ITS POLICY ISSUING AGENT SOLELY FOR THE ISSUANCE OF A POLICY OR POLICIES OF TITLE INSURANCE OF FIRST AMERICAN TITLE INSURANCE COMPANY. THIS COMMITMENT IS NOT AN ABSTRACT OR AN OPINION OF TITLE LIABILITY UNDER THIS COMMITMENT IS DEFINED BY AND LIMITED TO THE TERMS AND CONDITIONS OF THIS COMMITMENT AND THE TITLE INSURANCE POLICY TO BE ISSUED. PERSONS AND ENTITIES NOT LISTED ABOVE AS PROPOSED INSURED ARE NOT ENTITLED TO RELY UPON THIS COMMITMENT FOR ANY PURPOSE.



**First American Title Insurance Company****SCHEDULE B-SECTION I  
REQUIREMENTS**

Issuing Office File No.: 041106WJ

The following requirements must be met:

1. Pay and/or disburse the agreed amounts for the interest in the land to be insured and/or according to the mortgage to be insured. ✓
2. Pay us the premiums, fees and charges for the policy. ✓
3. Pay all taxes and/or assessments, levied and assessed against the land, which are due and payable. ✓
4. The following documents, satisfactory to us, creating the interest in the land and/or the mortgage to be insured, must be signed, delivered and recorded:
5. Warranty Deed conveying the land from Grace United Methodist Church of Cape Coral, Inc., a Florida Non-Profit Corporation, to Lee County, a political subdivision of State of Florida. ✓
6. In connection with said deed, we will further require:
  - a) Production of a copy of the documents creating and governing e.g. articles of association, articles of incorporation and by-laws (the "Enabling Documents"), with an affidavit affixed thereto that they are true copies of the Enabling Documents and all amendments thereto, and that the Corporation has not been dissolved; TYPICAL
  - b) Certified copy of the resolution of the governing body of the corporation setting forth the terms, conditions and consideration for which the corporation is authorized to convey its property. The resolution must further identify the officers authorized to execute the deed and other closing document on behalf of the corporation; TYPICAL
  - c) Certified incumbency certificate showing the identity of the officers authorized to execute the conveyance on behalf of the corporation together with examples of their signatures; TYPICAL
  - d) The Corporation must have been formed as of;
  - e) Current Certificate from the Secretary of State that said Corporation is active and current; ✓
  - f) Satisfactory evidence of compliance with all requirements regarding conveying Corporation property contained in the Enabling Documents; and ✓
  - g) The Company reserves the right to make such further requirements as it deems necessary after reviewing any of the documentation required above. ✓
7. The Company is to be advised as to the identity and nature of the proposed insured under the owner's policy/mortgagor under the mortgage policy, and reserves the right to make such additional requirements as it may deem necessary. ✓
8. Payment, cancellation and satisfaction of record of mortgage in the original principal sum of \$461,680.00, executed by Greg Eagle, as Trustee in favor of J. David Cassilly, as Trustee of the E & F Land Trust-1, dated October 31, 1996, recorded in Book 3127, Page 3943, as modified by document recorded in Book 3296, Page 603.

See Continuation Sheet

## CONTINUATION SHEET

(SCHEDULE B-I CONTINUED)

FILE NO: 041106WJ

9. Written evidence, from appropriate governmental authorities, that Special Taxing District, City and County Special Assessment Liens, and Water, Sewer and Trash Removal Charges, if any, have been paid. *OK*
10. Proof of payment of any municipal liens and/or assessments. *OK*
11. Proof of payment of all North Fort Myers assessments and/or impact fees. *OK*
12. Note: Items 1, 2, 3, 4 and 5 of Schedule B, Section 2 of the Commitment, will be deleted from any policies issued pursuant thereto upon our review and acceptance of a survey acceptable to the Company, certified in accordance with Florida Statutes, or such other proof as may be acceptable to the Company, relating to any rights, interests or claims affecting the land which a correct survey would disclose, and an Affidavit of Possession and No Liens in accordance with Florida Statutes, and the Company's review of the potential exposure for construction liens. The Company reserves the right to include exceptions from coverage relating to matters disclosed by the survey or other proof, the Affidavit, or discovered in the Company's review of the potential exposure for construction liens, and to make such additional requirements as it may deem necessary.
13. Note: Immediately prior to disbursement of the closing proceeds, the search of the public records must be continued from the effective date hereof. The Company reserves the right to raise such further exceptions and requirements as an examination of the information revealed by such search requires, provided, however, that such exceptions or requirements shall not relieve the Company from its liability under this Commitment arising from the matters which would be revealed by such search, to the extent that Company, or its Agent countersigning this Commitment, has disbursed said proceeds.

ATTC-216X  
 (LTA Commitment (1982)  
 with printed mineral exception)

# First American Title Insurance Company

## SCHEDULE B - SECTION 2 EXCEPTIONS

Issuing Office File No.: 041106WJ

Any policy we issue will have the following exceptions, unless they are taken care of to our satisfaction:

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records. ✓
2. Any rights, interests, or claims affecting the land which a correct survey would disclose and which are not shown by the public records. ✓
3. Any lien for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records. ✓
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously, under water. ✓
5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy. ✓
6. Any minerals or mineral rights leased, granted or retained by current or prior owners. ✓
7. Taxes and assessments for the year 2004 and subsequent years. ✓
8. Note: 2003 ad valorem taxes show PAID in the gross amount of \$35.03 with homestead exemption for Tax Identification No. 22-43-24-01-00001.0410 & 0440. Assessed value is \$301,230.00 ✓
9. Note: 2003 ad valorem taxes show PAID in the gross amount of \$160.00 with homestead exemption for Tax Identification No. 22-43-24-01-00001.0410 & 0440. Assessed value is \$412,480.00 ✓
10. Note: The property described in Schedule "A" lies within various county special assessment districts and municipal taxing districts, and is subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. These non-ad valorem taxes are payable with the ad valorem taxes. ✓
11. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of, as recorded in Plat Book 9, Page(s) 6, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c). ✓
12. Right of Way Easement to Lee County Electric Company, Book 1437, Page 1211. ✓
13. Road Right-of-Way for S.R. 45 as conveyed in Book 25, Page 458.  
 See Continuation Sheet

**CONTINUATION SHEET**  
(SCHEDULE B-II CONTINUED)

FILE NO: 041106WJ

14. Terms and conditions of any existing unrecorded lease(s), and all rights of lessee(s) and any parties claiming through the lessee(s) under the lease(s). ✓
15. Rights of <sup>?</sup> now in possession under an unrecorded lease.
16. Title to personal property is not insured. ✓

# 5-Year Sales History

Grace United Methodist Church Parcel – Proposed Tax Collector Site

17251 & 17281 North Tamiami Trail, North Fort Myers  
STRAP Nos. 22-43-24-01-00001.0440 & .0410

Grantor	Grantee	Price	Date	Arms Length Y/N
Greg Eagle, Trustee	Grace United Methodist Church of Cape Coral, Inc.	\$450,000	9/03/02	N*

\*The current owner's representative has indicated that the referenced sale was below market value and considered to be a donation.