

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

**Blue Sheet No. 20050577**

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of a ±65-acre parcel encompassing Parcels 207/207SE Corkscrew Road Service Area (CRSA) MSBU Road Widening Project No. 4723, Parcels 104/104UE Pinewoods Water Treatment Plant 7155, and the remainder parcel for CR 951 Extension Right of Way, Project No. 4078, in the amount of \$850,000; authorize payment of costs to close, payment of any future assessments of the CRSA, if necessary, and the Division of County Lands to handle all documentation necessary to complete transaction. Amend FY 05-09 CIP to advance CR 951 Extension Right of Way funds of \$1,000,000 from FY 05/06 to current year budget. Approve transfer of \$1,000,000 from reserves from Road Impact Fees – Southeast District.

**2. WHAT ACTION ACCOMPLISHES:** Acquisition of property necessary for the Corkscrew Road widening, Project No. 4723, the Pinewoods Water Treatment Plant Project No. 7155, and CR 951 Right of Way Extension, Project No. 4078.

**3. MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested

|  |  |   |
|--|--|---|
| <b>4. Departmental Category:</b> 6 <span style="margin-left: 100px;"><i>C6A</i></span>   |  | <b>5. Meeting Date:</b> <i>05-24-2005</i>   |
| <b>6. Agenda:</b><br><input checked="" type="checkbox"/> Consent<br><input type="checkbox"/> Administrative<br><input type="checkbox"/> Appeals<br><input type="checkbox"/> Public<br><input type="checkbox"/> Walk-On | <b>7. Requirement/Purpose: (specify)</b>   |   |
|  | <input checked="" type="checkbox"/> Statute <span style="margin-left: 100px;">125</span> | <b>8. Request Initiated:</b><br>Commissioner _____<br>Department <span style="margin-left: 100px;">Independent</span><br>Division <span style="margin-left: 100px;">County Lands</span><br>By: <u>Karen L.W. Forsyth, Director</u> <i>KLF</i> |
|  | <input type="checkbox"/> Ordinance   |   |
|  | <input type="checkbox"/> Admin. Code   |   |
| <input checked="" type="checkbox"/> Other <span style="margin-left: 100px;">BS 20030686;</span><br><small>Res. 94-07-11/12, 94-09-04, 94-09-05</small>   |  |   |

**9. Background:**  
Negotiated for: Department of Transportation and Lee County Utilities

Interest to Acquire: Fee-simple interest in ±65 acres, encumbered with a 235' FPL easement.

**Property Details:**

**Owner:** Bay Colony-Gateway, Inc., a Delaware corporation  
**Address:** 12460 Corkscrew Road, Estero 33928  
**STRAP Nos.:** 30-46-26-00-00001.0000 & 31-46-26-00-00001.2020

**Purchase Details:**

**Purchase Price:** \$850,000 (±65 acres)  
**Costs to Close:** Estimated not to exceed \$15,000

The purchase price is below the Seller's asking price of \$900,000, and is substantiated by market data (appraisal). Since this parcel falls within the boundaries of the Corkscrew Road CRSA, the County may be responsible for future assessments. The assessments are based upon buildable residential, commercial and special service units and have not yet been determined for this parcel.

**Appraisal Information:**

**Company:** Maxwell & Hendry Valuation Services, Inc.  
**Appraised Value:** \$822,300 (Appraisal does not include the southern ±27 Acres, please see attached Value Justification Report).

**Staff Recommendation:** Staff is of the opinion that the purchase price is within an acceptable range of value. Staff recommends the Board approve the Action Requested.

**Accounts:** CR951 Extension: 20407818825.506110; Pinewoods Water Treatment Plant: 20715548730.506210; Corkscrew Road MSBU: GD5411810405.506110

**Attachments:** Value Justification, Agreement (2 Originals), Affidavit of Interest, Appraisal Data - Excerpts (Site Map Included), Title Data, 5-Year Sales History, Legal Descriptions & Sketches for CRSA Parcels 207 and 207SE, Aerial Map, Transfer of Funds Form

**10. Review for Scheduling:**

| Department Director | Purchasing or Contracts | Human Resources | Other              | County Attorney    | Budget Services        |                     |                       |                     | County Manager/P.W. Director |
|---------------------|-------------------------|-----------------|--------------------|--------------------|------------------------|---------------------|-----------------------|---------------------|------------------------------|
|                     |                         |                 |                    |                    | Analyst                | Risk                | Grants                | Mgr.                |                              |
| <i>K. Forsyth</i>   | <i>N/A</i>              | <i>N/A</i>      | <i>SAO 5/11/05</i> | <i>[Signature]</i> | <i>Analyst 5/12/05</i> | <i>Risk 5/12/05</i> | <i>Grants 5/12/05</i> | <i>Mgr. 5/11/05</i> | <i>[Signature]</i>           |

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

**Rec. by CoAtty**  
 Date: *5/11/05*  
 Time: *2:55*

**Forwarded To:**  
*11.4.11.11 - 5/11/05 2:11p*

RECEIVED BY COUNTY ADMIN: *[Signature]*  
**5-11-05 -MP**  
*2:22*  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
*5/11/05*  
*3pm*



This document prepared by  
County Lands Division  
Project: Corkscrew Road/4723, Pinewoods/7155  
Parcel: Bay Colony-Gateway, Inc.  
Strap Nos: 30-46-26-00-00001.0000  
31-46-26-00-00001.2020

**BOARD OF COUNTY COMMISSIONERS**

**LEE COUNTY**

**AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

**THIS AGREEMENT** for the purchase and sale of real property is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between **BAY COLONY- GATEWAY, INC.**, a Delaware corporation, hereinafter referred to as **SELLER**, whose address is 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134, 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 65.94 acres more or less, located at 12460 Corkscrew Road, Estero, Florida 33928 Florida 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 Public Works projects, hereinafter called "Project".
2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Eight Hundred Fifty Thousand and No/00 Dollars ( \$850,000), payable at closing by cleared US funds.
3. **EVIDENCE OF TITLE:** **SELLER** will provide at **SELLER**'s expense and 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 include outstanding oil, gas and mineral rights or interest and 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Page 2 of 5

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. In the event of damage or destruction of the Property or any portion thereof prior to the Closing, Purchaser may elect either of the following: (1) to terminate this Agreement upon written notice to Seller with the same effect as if terminated under Paragraph 12 below; or (2) to consummate this Agreement
  
5. **SELLER'S INSTRUMENT AND EXPENSES:** SELLER will pay for and provide:
  - (a) a special warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
  - (b) documentary stamps on the deed;
  - (c) utility services up to, but not including the date of closing;
  - (d) taxes or assessment for which a bill has been rendered on or before the date of closing; prorated to the date of closing.
  - (e) *payment of partial release of mortgage fees, if any;*
  - (f) SELLER's attorney fees;
  - (g) Phase 1 Environmental Site Assessment Report;
  - (h) Title Insurance Policy.
  
6. **BUYER'S INSTRUMENT AND EXPENSES:** BUYER will pay for:
  - (a) Recording fee for deed.
  - (b) Survey, if required by BUYER.
  - (c) Phase II environmental site assessment, if required 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 together with legible copies of the exceptions and SELLER may, but shall

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY

Page 5 of 5

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:

SELLER:

**BAY COLONY-GATEWAY, INC.**  
a Delaware corporation.

Margaret A. Sisk  
Signature of Witness

BY: Albert F. Moscato, Jr.  
(DATE) 4/20/05

MARGARET A. SISK  
Print Name of Witness

Albert F. MOSCATO, JR.  
(Print Name and Title)  
SENIOR VICE PRESIDENT

David Caldwell  
Signature of Witness

DAVID CALDWELL  
Print Name of Witness

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

BY: \_\_\_\_\_  
COUNTY ATTORNEY (DATE)

## EXHIBIT "A"

All that part of Sections 30 and 31, Township 46 South, Range 26 East, Lee County, Florida;

Beginning at the Northwest corner of Wildcat Run according to the Plat thereof as recorded in Plat Book 36, Pages 30 through 43, Public Records of Lee County, Florida; thence South  $00^{\circ}55'43''$ E along a Westerly line of said Plat a distance of 424.06 feet; thence South  $01^{\circ}12'07''$ E continuing along said Westerly line a distance of 2644.23 feet; thence South  $00^{\circ}39'58''$ E 2642.85 feet to the Southwest corner of said Plat and an intersection with the East West (1/4) Quarter section line of aforesaid Section 31; thence South  $89^{\circ}18'47''$ W along said (1/4) Quarter section line a distance of 565.00 feet to an intersection with the Westerly line of said Section 31; thence North  $00^{\circ}39'58''$ W along said Westerly line a distance of 2640.41 feet to the Northwest corner of said Section 31; thence North  $01^{\circ}12'07''$ W along the Westerly line of aforesaid Section 30 a distance of 2642.94 feet to the West (1/4) Quarter corner of said Section 30; thence North  $00^{\circ}55'43''$ W along the Westerly line of said Section 30 a distance of 132.42 feet to an intersection with the Southeasterly right-of-way line of Corkscrew Road (100 foot right-of-way); thence leaving said Westerly line North  $61^{\circ}39'43''$ E along said Southeasterly right-of-way line a distance of 636.45 feet to the POINT OF BEGINNING of the parcel herein described;

### LESS AND EXCEPT

All that part of Section 31, Township 46 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of Section 31, thence South  $00^{\circ}39'58''$ W along the Westerly line of said Section 31 a distance of 205.49 feet to the POINT OF BEGINNING of the parcel herein being described; thence continue South  $00^{\circ}39'58''$ W along said Westerly line a distance of 850.00 feet; thence leaving said Westerly line North  $89^{\circ}20'02''$ E 330.00 feet to an intersection with a line lying 330.00 feet Easterly of as measured at right angle to and parallel with said Westerly line of Section 30; thence North  $00^{\circ}39'58''$ W along said parallel line a distance of 850.00 feet; thence leaving said parallel line South  $89^{\circ}20'02''$ W 330.00 feet to the POINT OF BEGINNING of the parcel herein described.

# Value Justification Report

Parcel STRAP Nos. 30-46-26-00-00001.0000 &  
31-46-26-00-00001.2020

Corkscrew Road Project No. 4723  
Pinewoods Water Treatment Plant Project No. 7155  
CR 951 Extension Project No. 4078

The Division of County Lands initiated negotiations with Bay Colony-Gateway, Inc., for the acquisition of Parcels 207 and 207/Slope Easement (SE) for the Corkscrew Road widening project. The parent tract of Parcels 207 & 207SE consists of ±38 acres, and is identified by STRAP No. 30-46-26-00-00001.0000. An appraisal of the parent tract, was prepared by the firm of Maxwell & Hendry Valuation Services, Inc., with a resulting value of \$822,000.

After negotiations commenced, Lee County Utilities noted various uses for an adjacent ±27 acre parcel lying to the south, also owned Bay Colony-Gateway, Inc., and identified by STRAP No. 31-46-26-00-00001.2020. As a result, Lee County Utilities requested that property interests be acquired for pipeline and well sites across the southern parcel.

During negotiations it was determined that both parcels, totaling ±65 acres, were for sale with an asking price of \$900,000. The appraisal data prepared for the Corkscrew Road project was then utilized as a supporting basis for negotiating the purchase of the entire ±65 acres at an asking price of \$850,000.

The remainder property, not necessary for the Corkscrew Road or Pinewoods Water Treatment Plant projects, will be acquired for the proposed CR 951 Extension right of way.

**BAY COLONY-GATEWAY, INC.****INCUMBENCY CERTIFICATE**


THE UNDERSIGNED, Vivien N. Hastings, as the duly appointed Secretary of Bay Colony-Gateway, Inc., a Delaware corporation (the "Corporation"), hereby certifies to the following:

1. That I am the duly elected and currently installed Secretary of the Corporation.
2. As such officer, I am in possession of the current, up-to-date records of the Corporation.
3. That such corporate records contain the Articles of Incorporation, By-Laws and minutes of the most recent meetings of the sole shareholder and Board of Directors of the Corporation.
4. That Albert F. Moscato, Jr. is, and has been since June 13, 2002, a duly elected and qualified Senior Vice President of the Corporation. In such capacity he is authorized and empowered to execute any and all documents in connection with the project commonly known as the "Corkscrew Road Widening Project" including but not limited to the Purchase and Sale Agreement and any and all Closing documents attendant to the transaction.

IN WITNESS WHEREOF, the undersigned has duly executed this Certificate this 10th day of May, 2005.

BAY COLONY-GATEWAY, Inc.

By:

  
Vivien N. Hastings, Secretary



STRAP: 30-46-26-00-00001.0000  
31-46-26-00-00001.2020  
Project: Corkscrew Road CRSA/4723  
Pinewoods Water Treatment Plant/7155

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 20 day of April, 2005 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:

Bay Colony-Gateway, Inc., a Delaware corporation  
24301 Walden Center Drive, Suite 300  
Bonita Springs, Florida 34134

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. Bay Colony - Gateway, Inc. is a wholly owned subsidiary of
2. WCI Communities, Inc. a Delaware corporation.
3. WCI Communities, Inc. is a Publically Traded company and listed on the
4. New York Stock Exchange.
5. \_\_\_\_\_
6. \_\_\_\_\_

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:

Margaret A Sisk  
Witness Signature

MARGARET A SISK  
Printed Name

David Caldwell

Witness Signature  
DAVID CALDWELL

Albert F. Moscato, Jr.  
Signature of Affiant

Albert F. moscato, Jr.  
Printed Name

Affidavit of Interest in Real Property  
Parcel: Bay Colony-Gateway  
STRAP: 30-46-26-00-00001.0000  
31-46-26-00-00001.2020  
Project: Corkscrew Road CRSA/4723

STATE OF Florida  
COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 20 day of APRIL, 2005 by Albert  
F. MOSCATO, JR. SENIOR VICE PRESIDENT  
(name of officer or agent, title of officer or agent)

of Bay Colony - GATEWAY INC., a DELAWARE  
(name of corporation acknowledged)

corporation, on behalf of the corporation.



David W. Caldwell  
(Notary Signature)

DAVID W. CALDWELL  
(Print, type or stamp name)

Personally known YES  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

## EXHIBIT "A"

All that part of Sections 30 and 31, Township 46 South, Range 26 East, Lee County, Florida;

Beginning at the Northwest corner of Wildcat Run according to the Plat thereof as recorded in Plat Book 36, Pages 30 through 43, Public Records of Lee County, Florida; thence South  $00^{\circ}55'43''$ E along a Westerly line of said Plat a distance of 424.06 feet; thence South  $01^{\circ}12'07''$ E continuing along said Westerly line a distance of 2644.23 feet; thence South  $00^{\circ}39'58''$ E 2642.85 feet to the Southwest corner of said Plat and an intersection with the East West (1/4) Quarter section line of aforesaid Section 31; thence South  $89^{\circ}18'47''$ W along said (1/4) Quarter section line a distance of 565.00 feet to an intersection with the Westerly line of said Section 31; thence North  $00^{\circ}39'58''$ W along said Westerly line a distance of 2640.41 feet to the Northwest corner of said Section 31; thence North  $01^{\circ}12'07''$ W along the Westerly line of aforesaid Section 30 a distance of 2642.94 feet to the West (1/4) Quarter corner of said Section 30; thence North  $00^{\circ}55'43''$ W along the Westerly line of said Section 30 a distance of 132.42 feet to an intersection with the Southeasterly right-of-way line of Corkscrew Road (100 foot right-of-way); thence leaving said Westerly line North  $61^{\circ}39'43''$ E along said Southeasterly right-of-way line a distance of 636.45 feet to the POINT OF BEGINNING of the parcel herein described;

### LESS AND EXCEPT

All that part of Section 31, Township 46 South, Range 26 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Northwest corner of Section 31, thence South  $00^{\circ}39'58''$ W along the Westerly line of said Section 31 a distance of 205.49 feet to the POINT OF BEGINNING of the parcel herein being described; thence continue South  $00^{\circ}39'58''$ W along said Westerly line a distance of 850.00 feet; thence leaving said Westerly line North  $89^{\circ}20'02''$ E 330.00 feet to an intersection with a line lying 330.00 feet Easterly of as measured at right angle to and parallel with said Westerly line of Section 30; thence North  $00^{\circ}39'58''$ W along said parallel line a distance of 850.00 feet; thence leaving said parallel line South  $89^{\circ}20'02''$ W 330.00 feet to the POINT OF BEGINNING of the parcel herein described.

**EXECUTIVE SUMMARY**

**OWNER OF RECORD:** Bay Colony/Gateway, Inc. (per 2003 Lee County tax roll).

**LOCATION:** The subject property is located on the south side of Corkscrew Road just west of Wild Cat Run.

**LAND AREA:** The parent tract contains 38.13 acres of which 16 acres is encumbered by an FPL easement and 22.13 acres is unencumbered.

**IMPROVEMENTS:** None.

**ZONING/LAND USE:** PUD (Planned Unit Development)/Suburban

**HIGHEST AND BEST USE (Before Take):** Residential Development

**HIGHEST AND BEST USE (After Take):** Residential Development

**MARKET VALUE BEFORE TAKE:** \$822,300 *± 38-Acre Parent Tract*

**VALUE OF PART TAKEN:**

**REMAINDER VALUE AS PART OF WHOLE:**

**REMAINDER VALUE AFTER TAKE:**

**SEVERANCE DAMAGES:** \$ 0

**AMOUNT DUE OWNER:**

**INTEREST APPRAISED:** Fee Simple

**DATE OF VALUATION:** 1 October 2003

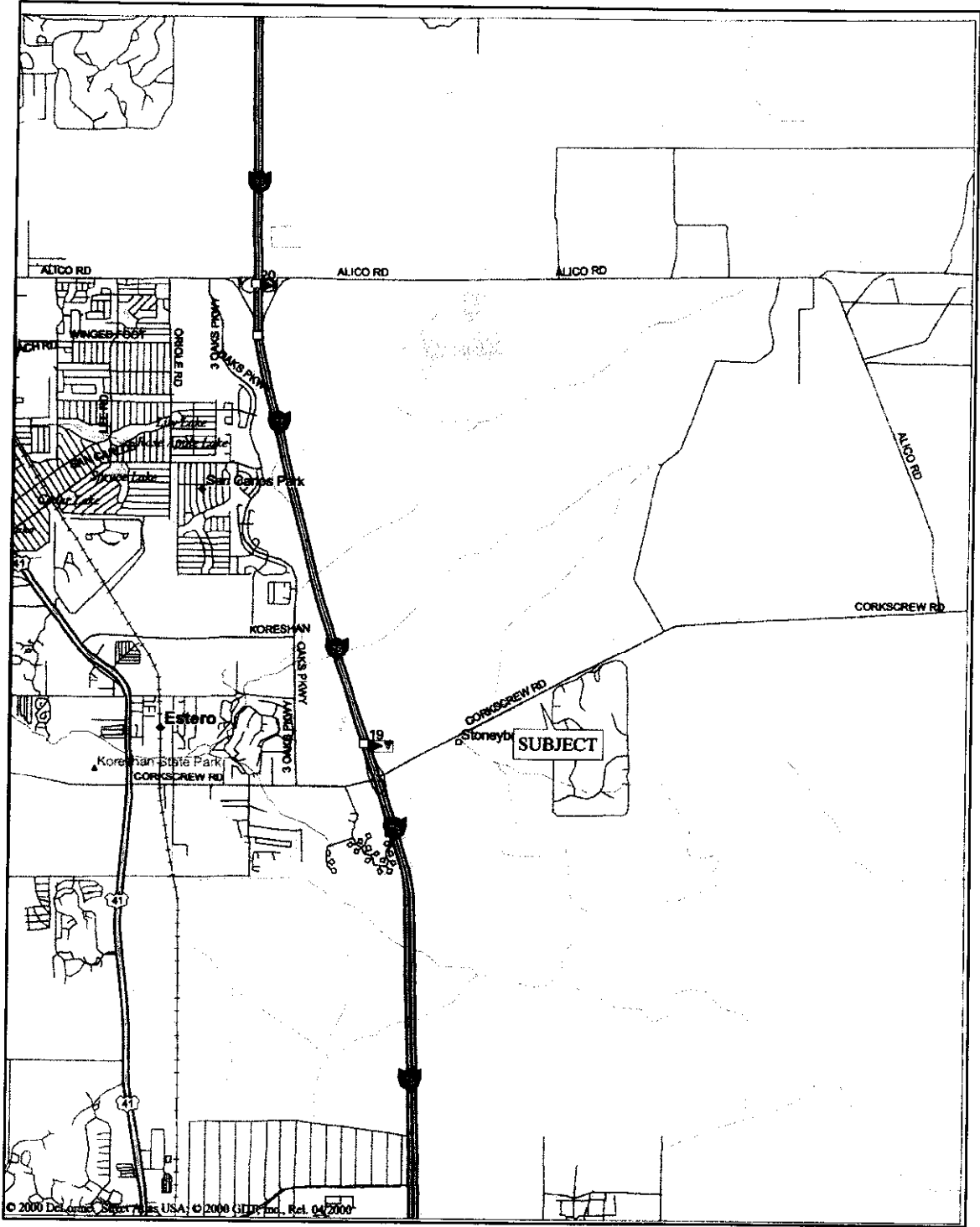
**DATE OF REPORT:** 6 February 2004

**APPRAISER:** W. Michael Maxwell, MAI, SRA

**SPECIAL ASSUMPTIONS:** This appraisal report should be updated as to a Future-Order-of-Taking date. The values shown herein are as of

the inspection date. This appraisal assumes there are no significant grade changes. This appraisal also assumes that any improvements, utility lines, landscaping, berms, etc. within the take areas (if any) that may be impacted will be restored, re-contoured, re-altered at the expense of Lee County. Any site improvements within the take area (if any) have not been quantified and cost-to-cures have not been made available to the appraiser. There are no building improvements within the take areas.

MARKET AREA MAP:



COMITMENT NO.: 240408354

FILE NO.: 400559

**CHICAGO TITLE INSURANCE COMPANY  
COMMITMENT SCHEDULE A**

EFFECTIVE DATE: November 10, 2004 at 11:00 PM

*4/11/2005*

*ASB*

**Inquires should be directed to:  
Michelle Allen  
First Fidelity Title, Inc.  
24201 Walden Center Drive, #204  
Bonita Springs, Florida 34134**

| 1. Policies to be issued:                                       | Amount         |
|---|----------------|
| (a) ALTA Owner's Policy - (10-17-92) with Florida Modifications | \$3,850,000.00 |

Proposed Insured:

**Lee County, a Political Subdivision**

(b) ALTA Loan Policy - (10-17-92) with Florida Modifications

Proposed Insured:

2. The estate or interest in the land described or referred to in this Commitment and covered herein is a Fee Simple, and title thereto is at the effective date hereof vested in:

**Bay Colony-Gateway, INC., a Delaware corporation**

3. The Land is described as follows:

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

**END OF SCHEDULE A**

NOTE: This Commitment consists of insert pages labeled as Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

**CHICAGO TITLE INSURANCE COMPANY**

**EXHIBIT "A"**

**ALL THAT PART OF SECTIONS 30 AND 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA;**

**BEGINNING AT THE NORTHWEST CORNER OF WILDCAT RUN ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 36, PAGES 30 THROUGH 43, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

**THENCE SOUTH 00°55'43" EAST ALONG A WESTERLY LINE OF SAID PLAT A DISTANCE OF 424.06 FEET;**

**THENCE SOUTH 01°12'07" EAST CONTINUING ALONG SAID WESTERLY LINE A DISTANCE OF 2644.23 FEET;**

**THENCE SOUTH 00°39'58" EAST 2642.85 FEET TO THE SOUTHWEST CORNER OF SAID PLAT AND AN INTERSECTION WITH THE EAST WEST (1/4) QUARTER SECTION LINE OF AFORESAID SECTION 31;**

**THENCE SOUTH 89°18'47" WEST ALONG SAID (1/4) QUARTER SECTION LINE A DISTANCE OF 565.00 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID SECTION 31;**

**THENCE NORTH 00°39'58" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 2640.41 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31;**

**THENCE NORTH 01°12'07" WEST ALONG THE WESTERLY LINE OF AFORESAID SECTION 30 A DISTANCE OF 2642.94 FEET TO THE WEST (1/4) QUARTER CORNER OF SAID SECTION 30;**

**THENCE NORTH 00°55'43" WEST ALONG THE WESTERLY LINE OF SAID SECTION 30 A DISTANCE OF 132.42 FEET TO AN INTERSECTION WITH THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD (100' RIGHT-OF-WAY);**

**THENCE LEAVING SAID WESTERLY LINE NORTH 61°39'43" WEST ALONG SAID SOUTHEASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 636.45 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED;**

**(LESS AND EXCEPT)**

**ALL THAT PART OF SECTION 31, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:**

**COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 31;**

**THENCE SOUTH 00°39'58" WEST ALONG THE WESTERLY LINE OF SAID SECTION 31 A DISTANCE OF 205.49 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN BEING DESCRIBED;**

**THENCE CONTINUE SOUTH 00°39'58" WEST ALONG SAID WESTERLY LINE A DISTANCE OF 850.00 FEET;**

**THENCE LEAVING SAID WESTERLY LINE NORTH 89°20'02" EAST 330.00 FEET TO AN INTERSECTION WITH A LINE LYING 330.00' EASTERLY OF AS MEASURED AT RIGHT ANGLE TO AND PARALLEL WITH SAID WESTERLY LINE OF SECTION 30;**

**THENCE NORTH 00°39'58" WEST ALONG SAID PARALLEL LINE A DISTANCE OF 850.00 FEET;**

**THENCE LEAVING SAID PARALLEL LINE SOUTH 89°20'02" WEST 330.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.**



**CHICAGO TITLE INSURANCE COMPANY**  
**COMMITMENT SCHEDULE B - SECTION 1**  
**Requirements**

The following are requirements to be complied with:

- A. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
- a. Warranty Deed from Bay Colony-Gateway, Inc., a Delaware Corporation to the Proposed Insured, conveying the land described in Schedule A. (NOTE: If the proposed instrument of conveyance is to be executed by an Officer other than a Chief Executive Officer, President or Vice President, a certified Resolution authorizing said Officer to sign on behalf of the corporation must be recorded.)
  - b. Satisfactory evidence must be furnished showing that Bay Colony-Gateway, Inc., a corporation organized under the laws of Delaware, is currently in good standing in that state.
  - c. The title policy, when issued pursuant to this commitment, will delete Standard Exception No. 2 (a) relating to rights or claims of parties in possession not shown by the public records, if at closing the Owner signs an affidavit affirming that there is no person in possession of the property or with a claim of possession to the property, which Affidavit is acceptable to CHICAGO TITLE INSURANCE COMPANY.
  - d. The title policy, when issued pursuant to this commitment, will delete Standard Exceptions 2 (b) and (c) relating to matters of survey and unrecorded easements, if prior to closing the Company is furnished with a survey prepared by a registered Florida land surveyor dated no more than 90 days prior to the closing date of subject transaction, certified to the Proposed Insured(s), CHICAGO TITLE INSURANCE COMPANY, and all other parties in interest, meeting the minimum standards for land surveys as set forth in Chapter 472.027, Florida Statutes or in Chapter 61G-17.6, Florida Administrative Code; subject to all matters disclosed by said survey. Said survey must locate all easements listed in Schedule B - Section 2 hereof, as well as all improvements located on the land. In addition, the Company will require completion by the surveyor of CHICAGO TITLE INSURANCE COMPANY Surveyor's Report Form No. 3061. The title policy will be subject to all matters shown on said report.
  - e. The title policy, when issued pursuant to this commitment, will delete Standard Exception No. 2 (d) relating to any lien or right to lien for services, labor or material furnished, which is imposed by law and not shown by the public records, if at closing the Owner signs an affidavit acceptable to CHICAGO TITLE INSURANCE COMPANY affirming that no improvements have been made to the property within the past ninety (90) days for which payment has not been made in full.
  - f. The title policy, when issued pursuant to this commitment, will delete Standard Exception No. 2 (e) upon the Company being provided with satisfactory proof that there are no outstanding taxes, charges or special assessments which are not shown as existing liens by the public records.
  - g. Payment of real estate taxes and assessments for the year 2004.

Payment of the full consideration to, or for the account of, the grantors or mortgagors.

NOTE: This Commitment consists of insert pages labeled as Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

**CHICAGO TITLE INSURANCE COMPANY**

2. Payment of all taxes, charges, assessments, levied and assessed against subject premises, which are due and payable.
- B. Affidavit from the seller and the borrower stating:
1. That there are no matters pending against them that could give rise to a lien that would attach to the subject property between the effective date of the Commitment and the recording of instruments giving rise to the interest to be insured.
  2. That the affiants have not executed and will not execute any instruments that would adversely affect the title to the subject property or the lien of any mortgage to be insured pursuant to the Commitment.
- C. The closing funds pertaining to the transaction must be disbursed by or at the direction of the insuror or its agent.
- D. An updated title examination, commencing as of the effective date of this Commitment, which shall be performed at or shortly prior to the closing of the transaction, should not reveal any title defects or other adverse matters appearing should be disposed of prior to closing to the satisfaction of the insuror or its agent.

**END OF SCHEDULE B - SECTION 1**

**CHICAGO TITLE INSURANCE COMPANY****COMMITMENT SCHEDULE B – SECTION 2****Exceptions**

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

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the Proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Standard Exceptions:
  - a. Rights or claims of parties in possession not shown by the public records.
  - b. Easements, or claims of easements, not shown by the public records.
  - c. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
  - d. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
  - e. Taxes or special assessments which are not shown as existing liens by the public records.
  - f. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled, or artificially exposed lands and lands accreted to such lands.
  - g. Taxes and assessments for the year 2005 and subsequent years.

Standard exceptions (b) and (c) may be removed from the policy when a satisfactory survey and surveyor's report and inspection of the premises is made.

4. Standard exceptions (a) and (d) may be removed upon receipt of a satisfactory affidavit-indemnity from the party shown in title and in possession stating who is in possession of the lands and whether there are improvements being made at date of commitment or contemplated to commence prior to the date of closing which will not have been paid for in full prior to the closing.
- ✓ 5. NOTE: Taxes for the year 2005 became a lien on January 1, 2005; however, they are not due and payable until November 1, 2005. Taxes for the year 2003 are unpaid. Strap Nos. 30-46-26-00-00001.0000 AND 31-46-26-00-00001.2020.
- ✓ 6. ✓ Easement in favor of Florida Power and Light Company recorded in Official Records Book 221, Page 191 and in Official Records Book 730, Page 622, Public Records of Lee County, Florida. *110' Easement 221*  
*135' Easement 730*
- ✓ 7. ✓ Easement in favor of South Florida Cable Television Corporation, as recorded in Official Records Book 1763, Page 4776, Public Records of Lee County, Florida. *Covered parties in parcel 30/21*
- ✓ 8. ✓ Easement in favor of Gulf Utility Company recorded in Official Records Book 1816, Page 3158, Public Records of Lee County, Florida. *Now Lee County § 2223/1117*
9. ✓ Resolution of the Board of County Commissioners ZAB-84-171 recorded in Official Records Book 1783, Page 1594, Public Records of Lee County, Florida. *Final Resolution*

NOTE: This Commitment consists of insert pages labeled as Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

**CHICAGO TITLE INSURANCE COMPANY**

✓Covenant of Unified Control recorded in Official Records Book 1747, Page 4540, Public Records of Lee County, Florida. *4449/1778 Blanket release of unified control - obsolete.*

11 ✓ Oil, gas and mineral rights reserved in instrument recorded in Official Records Book 1209, Page 1195, Public Records of Lee County, Florida. *\* Alice could convey access - clear w/ title in reference*

✓12 ✓ Utility Easement recorded in Official Records Book 1932, Page 2635, Public Records of Lee County, Florida. *Grant Util - Lee County West 12' of 30/31*

13 ✓ Resolution No. 95-06-38 recorded in Official Records Book 2609, Page 4106, Public Records of Lee County, Florida. *CRAA Resolution*

✓14 ✓ Utility Easement granted to Wildcat Run of Lee County, Inc. by instrument recorded in Official Records Book 3816, Page 4801, Public Records of Lee County, Florida. *Chattel*

✓15 ✓ Utility Easement granted to Wildcat Run of Lee County, Inc. by instrument recorded in Official Records Book 3816, Page 4807, Public Records of Lee County, Florida. *Chattel*

✓16 ✓ Access, Utility and Drainage Easement granted to Wildcat Run of Lee County, Inc. by instrument recorded in Official Records Book 3816, Page 4827, Public Records of Lee County, Florida. *Chattel*

✓17. Agreement by and between Wildcat Run of Lee County, Inc. to Bay Colony-Gateway, Inc., recorded in Official Records Book 3816, Page 4870, Public Records of Lee County, Florida. *officers*

18. Standard Exception 2(f) of Schedule B - Section 2 is hereby deleted

**END OF SCHEDULE B - SECTION 2**

NOTE: This Commitment consists of insert pages labeled as Schedule A, Schedule B-Section 1, and Schedule B-Section 2. This Commitment is of no force and effect unless all schedules are included, along with any Rider pages incorporated by reference in the insert pages.

# 5-Year Sales History

Pinewoods Water Treatment Plant, No. 7155  
Corkscrew Road/CRSA, Project No. 4723  
Right of Way Opportunities, No. 4079

Bay Colony-Gateway, Inc.

STRAP Nos. 30-46-26-00-00001.0000 &  
31-46-26-00-00001.2020

**NO SALES in PAST 5 YEARS**



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2075

HM PROJECT #1999132  
1/14/2003  
PARCEL 207  
REF. DWG. #B-3900-1

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

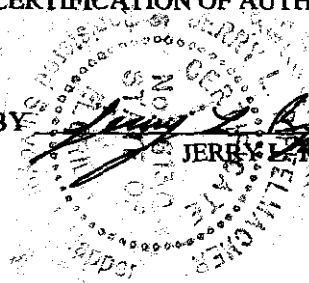
BEGIN AT THE MOST NORTHWESTERLY CORNER OF WILDCAT RUN ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 36 AT PAGES 30 THROUGH 43 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN S.61°46'58"W., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 584.26; THENCE RUN S.61°46'32"W., ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 52.19 FEET TO A POINT ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°48'31"E., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, FOR A DISTANCE OF 51.91 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE NORTHWESTERLY, WHOSE RADIUS POINT BEARS N.29°52'18"W., A DISTANCE OF 10,000.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 10,000.00 FEET, THROUGH A CENTRAL ANGLE OF 01°58'54", SUBTENDED BY A CHORD OF 345.86 FEET AT A BEARING OF N.59°08'15"E., FOR A DISTANCE OF 345.88 FEET TO A POINT OF REVERSE CURVE; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 10,000.00 FEET, THROUGH A CENTRAL ANGLE OF 01°45'38", SUBTENDED BY A CHORD OF 307.24 FEET AT A BEARING OF N.59°01'36"E., FOR A DISTANCE OF 307.26 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID WILDCAT RUN; THENCE RUN N.00°48'31"W., ALONG THE WESTERLY BOUNDARY OF SAID WILDCAT RUN, FOR A DISTANCE OF 17.30 FEET TO THE POINT OF BEGINNING; CONTAINING 0.454 ACRE, MORE OR LESS.

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

BEARINGS REFER TO THE WESTERLY BOUNDARY OF WILDCAT RUN ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 36 AT PAGES 30 THROUGH 43 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING N.00°48'31"W.

HOLE MONTES, INC.  
CERTIFICATION OF AUTHORIZATION LB #1772

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





950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2075

HM PROJECT #1999132  
1/14/2004  
PARCEL 207-SE  
REF. DWG. #B-4368

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA AND THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN S.00°48'34"E., ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 30, FOR A DISTANCE OF 51.91 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED AND A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY, WHOSE RADIUS POINTS BEARS N.29°52'18"W. A DISTANCE OF 10,000 THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 10,000.00 FEET THROUGH A CENTRAL ANGLE OF 00°17'06", SUBTENDED BY A CHORD OF 49.76 FEET AT A BEARING OF N.59°59'08"E., FOR A DISTANCE OF 49.76 FEET TO THE END OF SAID CURVE; THENCE RUN S.30°09'25"E., FOR A DISTANCE OF 15.00 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE NORTHWESTERLY WHOSE RADIUS POINT BEARS N.30°09'25"W. A DISTANCE OF 10,015.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 10,015.00 FEET THROUGH A CENTRAL ANGLE OF 00°19'58", SUBTENDED BY A CHORD OF 58.17 FEET AT A BEARING OF S.60°00'34"W., FOR A DISTANCE OF 58.17 FEET TO THE END OF SAID CURVE; THENCE RUN N.00°48'34"W., FOR A DISTANCE OF 17.16 FEET TO THE POINT OF BEGINNING; CONTAINING 809.42 SQUARE FEET, MORE OR LESS.

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

BEARINGS REFER TO THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA AS BEING S.00°48'34"E.

HOLE MONTES, INC.

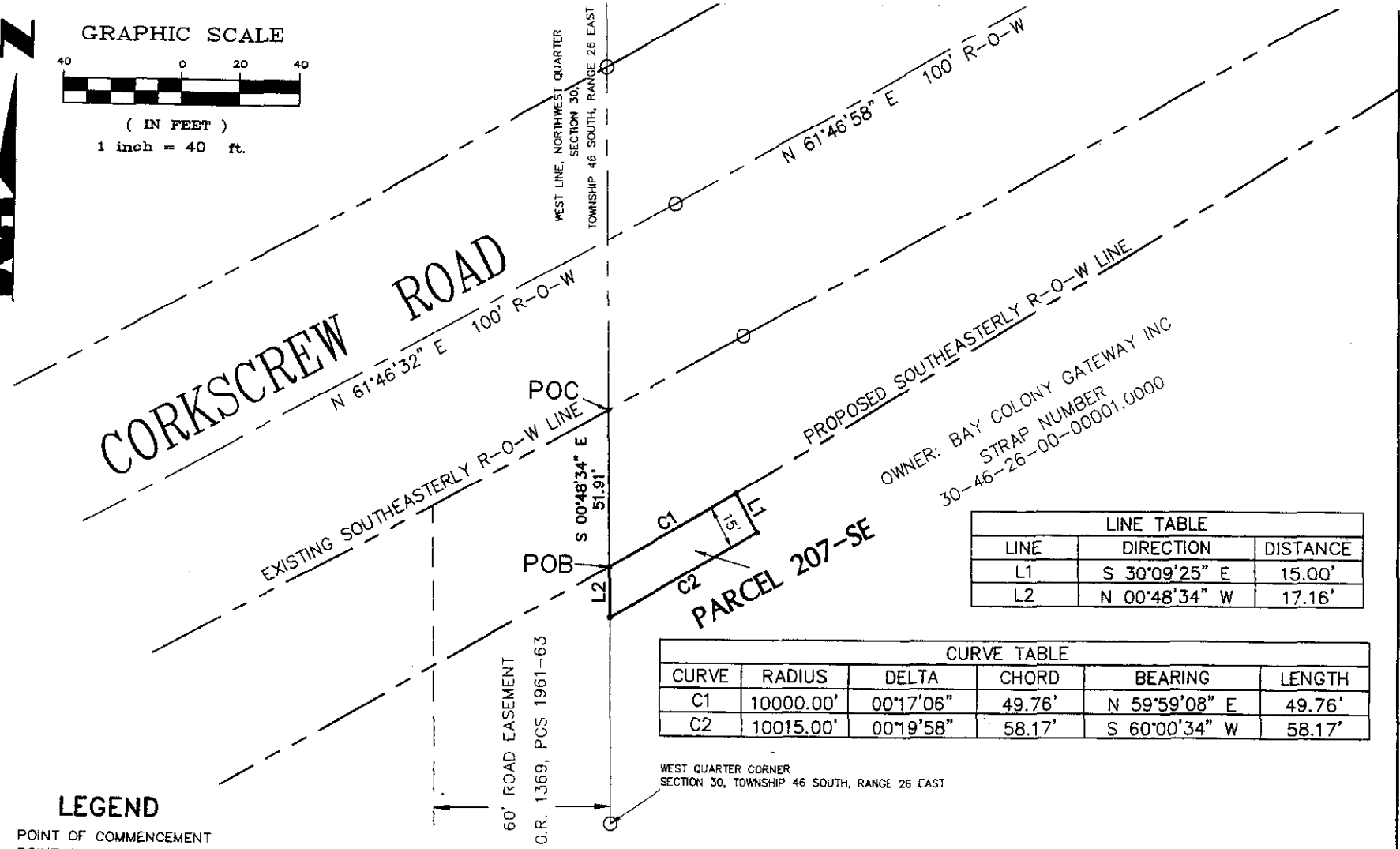
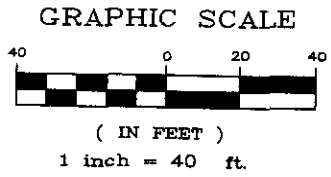
CERTIFICATION OF AUTHORIZATION LB #1772

BY

  
JERRY L. RIFFELMACHER

P.S.M. #6130  
STATE OF FLORIDA

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| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | DIRECTION     | DISTANCE |
| L1         | S 30°09'25" E | 15.00'   |
| L2         | N 00°48'34" W | 17.16'   |

| CURVE TABLE |           |           |        |               |        |
|-------------|-----------|-----------|--------|---------------|--------|
| CURVE       | RADIUS    | DELTA     | CHORD  | BEARING       | LENGTH |
| C1          | 10000.00' | 00°17'06" | 49.76' | N 59°59'08" E | 49.76' |
| C2          | 10015.00' | 00°19'58" | 58.17' | S 60°00'34" W | 58.17' |

**LEGEND**

POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING

WEST QUARTER CORNER  
SECTION 30, TOWNSHIP 46 SOUTH, RANGE 26 EAST

**\* NOT A SURVEY \***

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|                    |                       |
|--------------------|-----------------------|
| PARTY CHIEF:       | DATE                  |
| DRAWN BY:<br>BEN   | DATE<br>1/04          |
| CHECKED BY:<br>JLR | DRAWING NO.<br>B-4368 |



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

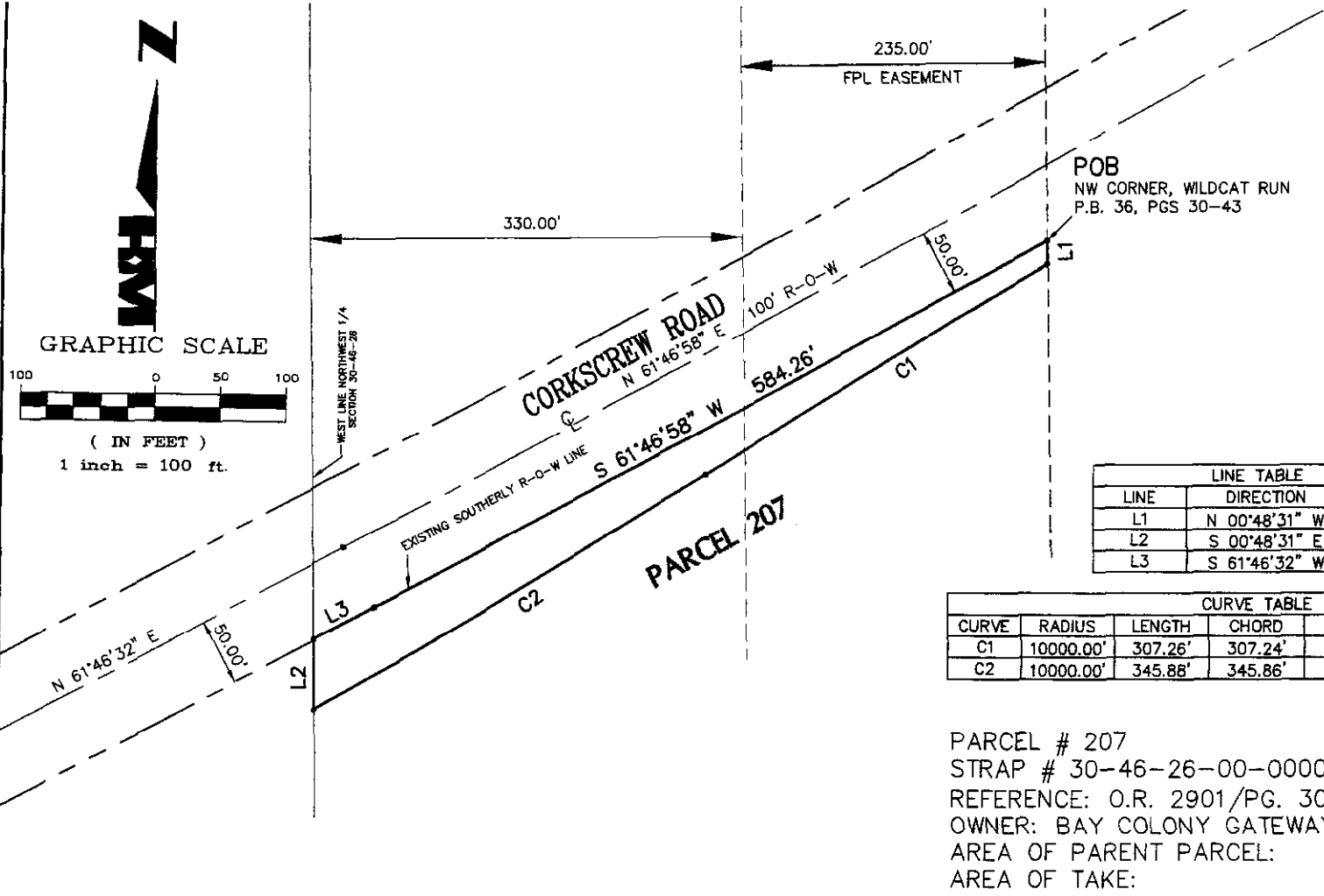
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THE SIGNATURE AND  
THE ORIGINAL RAISED  
SEAL OF A FLORIDA  
LICENSED SURVEYOR  
AND MAPPER.

**SKETCH TO ACCOMPANY  
A LEGAL DESCRIPTION**

|                              |
|------------------------------|
| PROJECT NO.<br><b>99.132</b> |
| REFERENCE NO.<br>DE07        |



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| LINE TABLE |               |          |
|------------|---------------|----------|
| LINE       | DIRECTION     | DISTANCE |
| L1         | N 00°48'31" W | 17.30'   |
| L2         | S 00°48'31" E | 51.91'   |
| L3         | S 61°46'32" W | 52.19'   |

| CURVE TABLE |           |         |         |               |           |
|-------------|-----------|---------|---------|---------------|-----------|
| CURVE       | RADIUS    | LENGTH  | CHORD   | BEARING       | DELTA     |
| C1          | 10000.00' | 307.26' | 307.24' | N 59°01'36" E | 01°45'38" |
| C2          | 10000.00' | 345.86' | 345.86' | N 59°08'15" E | 01°58'54" |

PARCEL # 207  
 STRAP # 30-46-26-00-00001.0000  
 REFERENCE: O.R. 2901/PG. 3010  
 OWNER: BAY COLONY GATEWAY INC  
 AREA OF PARENT PARCEL: 38.13 ACRES ±  
 AREA OF TAKE: 0.45 ACRE ±  
 AREA OF REMAINDER: 37.68 ACRES ±

**LEGEND**

POB POINT OF BEGINNING

*\* NOT A SURVEY \**

|                    |                         |
|--------------------|-------------------------|
| PARTY CHIEF:       | DATE                    |
| DRAWN BY:<br>BEN   | DATE<br>1/04            |
| CHECKED BY:<br>JLR | DRAWING NO.<br>B-3900-1 |



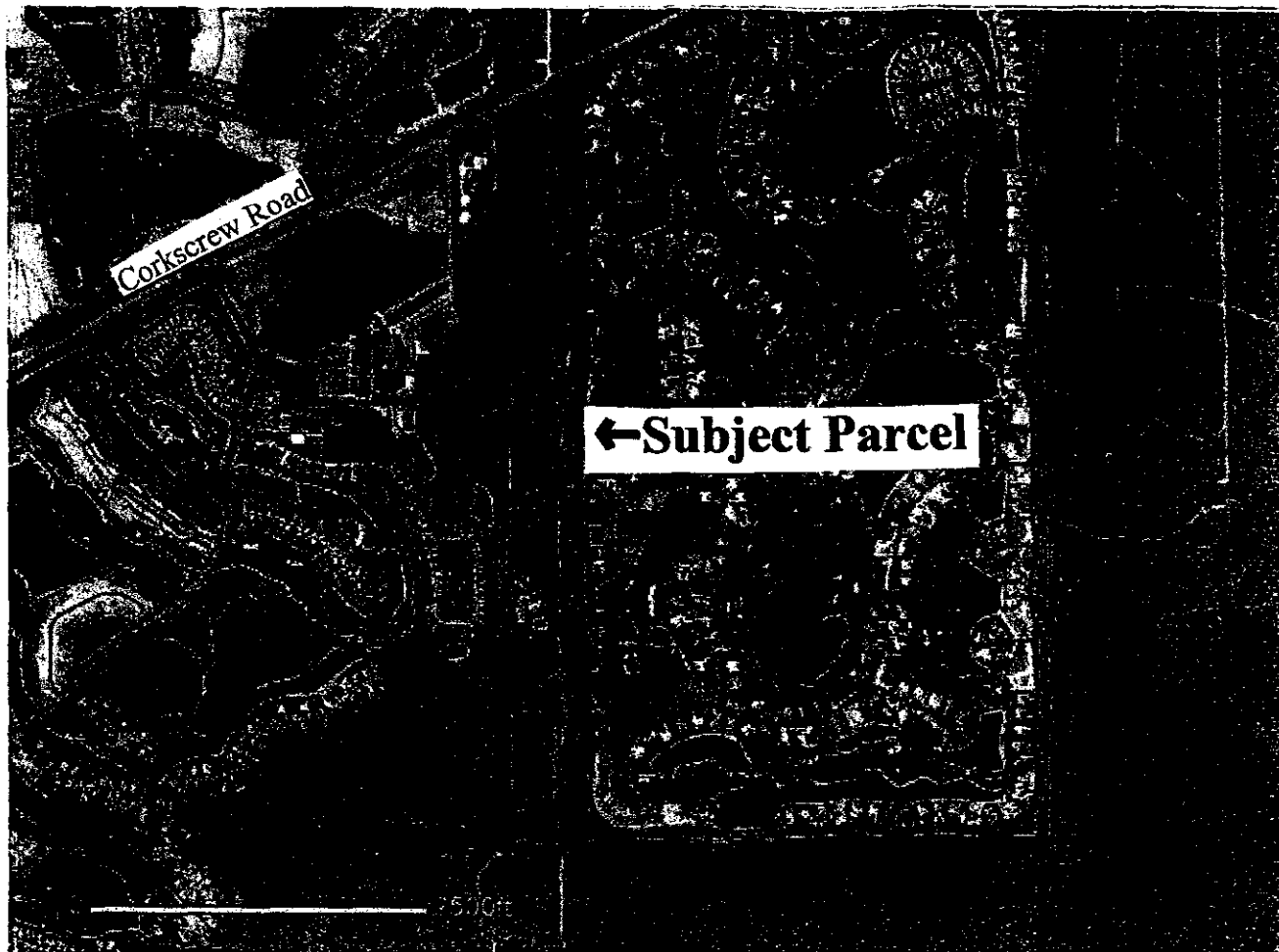
950 Encore Way  
 Naples, FL 34110  
 Phone: (941) 254-2000  
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NOT VALID WITHOUT  
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 THE ORIGINAL RAISED  
 SEAL OF A FLORIDA  
 LICENSED SURVEYOR  
 AND MAPPER.

**SKETCH TO ACCOMPANY  
 A LEGAL DESCRIPTION**

|                              |
|------------------------------|
| PROJECT NO.<br><b>99.132</b> |
| REFERENCE NO.<br>SONW30      |

**Bay Colony-Gateway Inc. Parcel**



**Tax Map Legend**

|                                 |              |                                  |                     |
|---------------------------------|--------------|----------------------------------|---------------------|
| <b>Aerial<br/>Image<br/>Set</b> | 2002 (Color) | <b>Map<br/>Currency<br/>Date</b> | 5/3/2005 4:52:41 PM |
|---------------------------------|--------------|----------------------------------|---------------------|