

Date Critical

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20050678

1. ACTION REQUESTED/PURPOSE: Approve the establishment of the Evidence Facility project for \$6,000,000, consisting of land costs of \$1,379,000 and building costs of \$4,621,000. Also, approve Purchase Agreement for the acquisition of the Tract 11, D75 Commerce Center Parcel, located on Intercom Drive, Fort Myers (Parent Tract STRAP No. 22-45-25-00-00007.0010) in the amount of \$1,359,000, 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. (Continued Page #2)

2. WHAT ACTION ACCOMPLISHES: The purchase of the property necessary for the Sheriff's evidence storage facility and establishes the CIP project of \$6,000,000.

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

4. Departmental Category: 6

C6P

5. Meeting Date: 05-31-2005

6. Agenda:
X Consent
Administrative
Appeals
Public
Walk-On

7. Requirement/Purpose: (specify)
X Statute 125
Ordinance
Admin Code
Other

8. Request Initiated:
Commissioner
Department Independent
Division County Lands
By: Karen L.W. Forsyth, Director

9. Background:

Public Works Administration has requested the Division of County Lands pursue the acquisition of a ±3.46-acre industrial parcel, located in the D75 Commerce Center (Parent Tract STRAP No. 22-45-25-00-00007.0010). The property will be utilized as an evidence storage facility for the Lee County Sheriff's Department.

The property is currently owned by D75, LLC., a Florida limited liability company, with an asking price of \$1,359,000 or \$9 per square foot. The proposed agreement is contingent upon the County receiving a satisfactory appraisal, equal to or greater than the asking price, which will be prepared by the firm of Diversified Appraisal, Inc. The County Lands Division expects to receive the appraisal report by the end of June 2005. As a market value reference, a 3-acre parcel located within the Commerce Center, was conveyed to Cracker Barrel Old Country Store, Inc. in August 2003 at a rate of \$7.69 per square foot.

The Seller is responsible for documentary stamp tax and all title insurance fees. The County's closing costs are estimated at \$20,000. The County will be responsible for its pro rata share of future maintenance assessments of the D75 Commerce Center, which are estimated to be \$4,600 per year.

The Building Construction costs for the Evidence Facility is anticipated to be funded through the issuance of Bonds.

Account: Funds will be available in account 20876930100.506110

Attachments: Purchase Agreement, Affidavit of Interest, Location Map, Title Data, 5-Year Sales History, Budget Transfer/Resolution

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.	
K. Forsyth			5/19/05		5/19/05	5/19	5/19	5/19	5-19-05

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty
 Date: 5/19/05
 Time: 1:55
 Forwarded To: 19 05 jkg.doc

RECEIVED BY COUNTY ADMIN: [Signature]
 5/19/05
 COUNTY ADMIN FORWARDED TO: [Signature]
 5/19/05
 4:45 PM

Continued Page 2
Bluesheet #20050678

Also, approve Budget Transfer and Budget Resolution to move \$1,379,000 from General Fund Reserves to the Capital Improvement FUnd to fund the land purchase for the Evidence Facility project and amend FY 04/05 - 08/09 CIP accordingly.

A handwritten signature in black ink, appearing to be the initials 'AW', located at the end of the main text block.

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: General Fund DATE: 5-19-05 BATCH NO.:

FISCAL YEAR: 04-05 FUND NO.: 00100 DOC. TYPE: YB LEDGER TYPE: BA

TO: Non-Departmental Reserves
(Division Name) (Program Name)

NOTE: Please list the account number below in the following order:
Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger
(Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
GC5890100100.509918	Reserves for Fund Balance	\$ 1,379,000

TOTAL TO: \$ 1,379,000

FROM: Non-Departmental Interfund Transfers
(Division Name) (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
GC5810100100.509110.T30100	Interfund Transfer to 30100	\$ 1,379,000

TOTAL FROM: \$ 1,379,000

EXPLANATION: To transfer funds to Capital Improvement fund for the Evidence Facility land purchase.

DIVISION DIRECTOR SIGNATURE/DATE

DBO: APPROVAL DENIAL

OPS. MGR.: APPROVAL DENIAL

CO. MGR.: APPROVAL DENIAL

BCC APPROVAL DATE: _____

BA. NO. _____

AUTH CODE _____

TRANS DATE _____

DEPARTMENT HEAD SIGNATURE/DATE

Emma K. Wolf 5-19-05
OPS. ANALYST SIGNATURE DATE

Jim Long 5/19/05
OPS. MGR. SIGNATURE DATE

CO. MANAGER SIGNATURE DATE

BCC CHAIRMAN SIGNATURE

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: General **DATE:** 05/19/05 **BATCH NO.** _____

FISCAL YEAR: 04/05 **FUND #:** 00100 **DOC TYPE:** YB **LEDGER TYPE:** BA

TO: Non Departmental **(DIVISION NAME)** Interfund Transfers **(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)

ACCOUNT NUMBER	OBJECT NAME	DEBIT
GC5810100100.509110.T30100	Interfund Transfers	\$1,379,000

TOTAL TO: \$ 1,379,000

TO: Non-departmental **(DIVISION NAME)** Non Dept-Reserves **(PROGRAM NAME)**

ACCOUNT NUMBER	OBJECT NAME	CREDIT
GC5890100100.509910	Reserves for Contingencies	\$ 1,379,000

TOTAL FROM: \$ 1,379,000

EXPLANATION: General fund transfer to coincide with Budget Resolution, for Blue Sheet 20050678, to acquire land for Sheriff Evidence facility.

DIVISION DIRECTOR SIGNATURE	DATE		DATE
DBS: APPROVAL _____ DENIAL _____		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:	
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REV. 05/93

RESOLUTION

Amending the Budget of Capital Improvements-Fund 30100 to incorporate the unanticipated receipts into Estimated Revenues and Appropriations for the fiscal year 2004-2005.

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 \$1,379,000 of the unanticipated revenue from General Fund 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.

ESTIMATED REVENUES

Prior Total:		\$88,057,641
Additions		
GC5810130100.381000.900100	Transfer from Fund 00100	1,379,000
Amended Total Estimated Revenues		\$89,436,641

APPROPRIATIONS

Prior Total:		\$88,057,641
Additions		
20876930100.506540	Construction Improvements	1,379,000
Amended Total Appropriations		\$89,436,641

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 _____, 2005.

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

Lee County
County Lands Division
Project: Sheriff Evidence Storage
Parcel: Warehouse/Tract 11
STRAP No.: 22 -45-25-00-00007.0010

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 _____, 2005 by and between D75, LLC, a Florida limited liability company, hereinafter referred to as SELLER, whose address is 6700-1 Daniels Parkway, Fort Myers, Florida 33912, and LEE COUNTY, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. AGREEMENT TO PURCHASE AND TO SELL: SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 3.46 acres more or less, and located at Intercom Drive, D75 Commerce Center, Fort Myers Florida and more particularly described in "Exhibit A" attached hereto and made a part hereof, together with a platted perpetual and non-exclusive easement for drainage purposes, hereinafter called "the Property." This Property will be acquired for the Sheriff Evidence Storage Facility Project, hereinafter called "the Project." The seller will provide a sketch and legal description within 15 days of Contract Execution.

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be One Million Three Hundred Fifty Nine

Thousand and no/100(\$1,359,000), payable at closing by County Warrant.

3. EVIDENCE OF TITLE: Seller will provide BUYER 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. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area, including but not limited to a Declaration of Covenants, Conditions and Restrictions for D75 Commerce Center, and a plat, to be recorded in the Public Records of Lee County, Florida.

Said Declaration of Covenants, Conditions and Restrictions for D75 Commerce Center, and plat, shall be provided prior to closing and in a form satisfactory to BUYER.

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, 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 partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any;
- (g) legal description and sketch of Property.

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

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

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 within 45 days of receipt of Seller's title commitment and SELLER will use reasonable diligence to correct such defects, other than the filing of lawsuits. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition or may terminate this Agreement without obligation.

Zoning or deed restrictions that prevent use of the Property for the purpose of an evidence storage facility for the Lee County Sheriff's office will be considered a defect in title.

9. SURVEY: BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded

covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect. The Seller will not cure any survey defects.

10. ENVIRONMENTAL AUDITS: BUYER may perform or have performed, at BUYER's expense, environmental and/or site audits of the Property. If the audits identify environmental conditions unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER, to the best of SELLER's knowledge, 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 by the Seller in violation of any applicable law or regulation. The SELLER, to the best of SELLER's knowledge, further warrants that there is no visible evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation, and Seller knows of no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. To the best of Seller's knowledge: 1) there is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna; 2) there is no visible evidence of any buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property; and 3) there is no visible evidence of release of hazardous materials onto or into the Property.

The SELLER, to the best of SELLER's knowledge, also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or

other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

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

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

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before one hundred twenty (120) days from the date this Agreement is made, unless otherwise provided for in this Agreement. 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:** BUYER and SELLER hereby agree to indemnify and hold the other harmless from and against any claims by a real estate broker claiming by or through BUYER or SELLER, respectively.

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

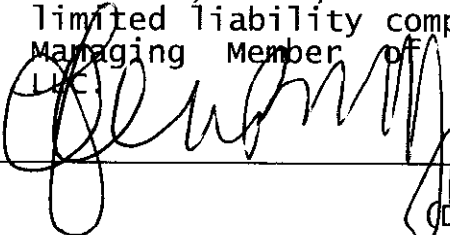
17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

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

WITNESSES:

SELLER:
D75, LLC., a Florida limited liability company

BY: Fred Executive Relocation Services, LLC., a Florida limited liability company, Managing Member of D75, LLC.

BY: 

(DATE)

FRANK P. POTESIO, JR., MANAGING MEMBER
(Print Name and Title)

WITNESSES:

SELLER:
D75, LLC., a Florida limited liability company

BY: BK EQUITIES, LLC., a Florida limited liability company, Managing Member of D75, LLC.

BY: 

4.25.05
(DATE)

Chris Bundschu Managing Member
(Print Name and Title)

CHARLIE GREEN, CLERK

BY: _____

DEPUTY CLERK (DATE)

BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____

CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Parcel: Warehouse/Tract 11
Owner: D75, LLC

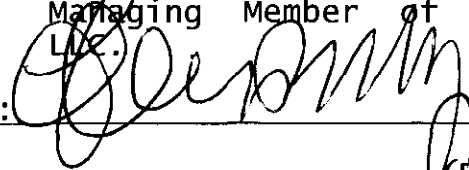
SPECIAL CONDITIONS - PAGE 1 of 2

1. BUYER and SELLER hereby acknowledge and agree that the purchase of the Property, contemplated herein, is contingent upon zoning and deed restrictions, which allow for the intended purpose of the Property as an evidence storage facility for the Lee County Sheriff's office. SELLER agrees to extend the terms of this contract for an additional period not to exceed sixty (60) days, in the event that the current zoning classification does not permit the BUYER's intended use of the Property and requires the Property to be rezoned.
2. SELLER hereby agrees that this Agreement is contingent upon the BUYER obtaining a satisfactory appraisal of the Property. If the appraisal is less than the Purchase Price for any reason, BUYER may terminate this Agreement without further obligation.
3. The Seller shall include a restriction in the deed limiting the use of the property to a maximum of 60,400 SF of industrial use building for DRI allocation purposes.
4. The Buyer shall not have any rights to participate in a high rise I-75 sign located within the D75 Commerce Center.
5. This Agreement shall be null and void unless approved by the Lee County Board of County Commissioners within forty-five (45) days following receipt of the executed Agreement from the SELLER.
6. Seller will provide, at no cost to the Buyer, non-exclusive, perpetual drainage easement rights within the D75 Commerce Center for the purpose of conveying stormwater from the Property to the lake tract in D75 Commerce Center. Said drainage easement rights shall be recorded or platted at or before time of closing.

TWO WITNESSES:

SELLER:
D75, LLC., a Florida limited liability company

BY: Fred Executive Relocation Services, LLC., a Florida limited liability company, Managing Member of D75, LLC.

BY: 

(DATE)

FRANK P. POSTESTIO, JR., MANAGING MEMBER
(Print Name and Title)

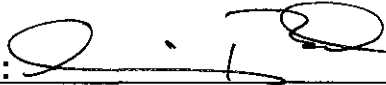
Parcel: Warehouse/Tract 11
Owner: D75, LLC

SPECIAL CONDITIONS - PAGE 2 OF 2

TWO WITNESSES:

SELLER:
D75, LLC., a Florida limited liability company

BY: BK EQUITIES, LLC., a Florida limited liability company, Managing Member of D75, LLC.

BY:  4.25.05
(DATE)

Chris Bondsaw Managing Member
(Print Name and Title)

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

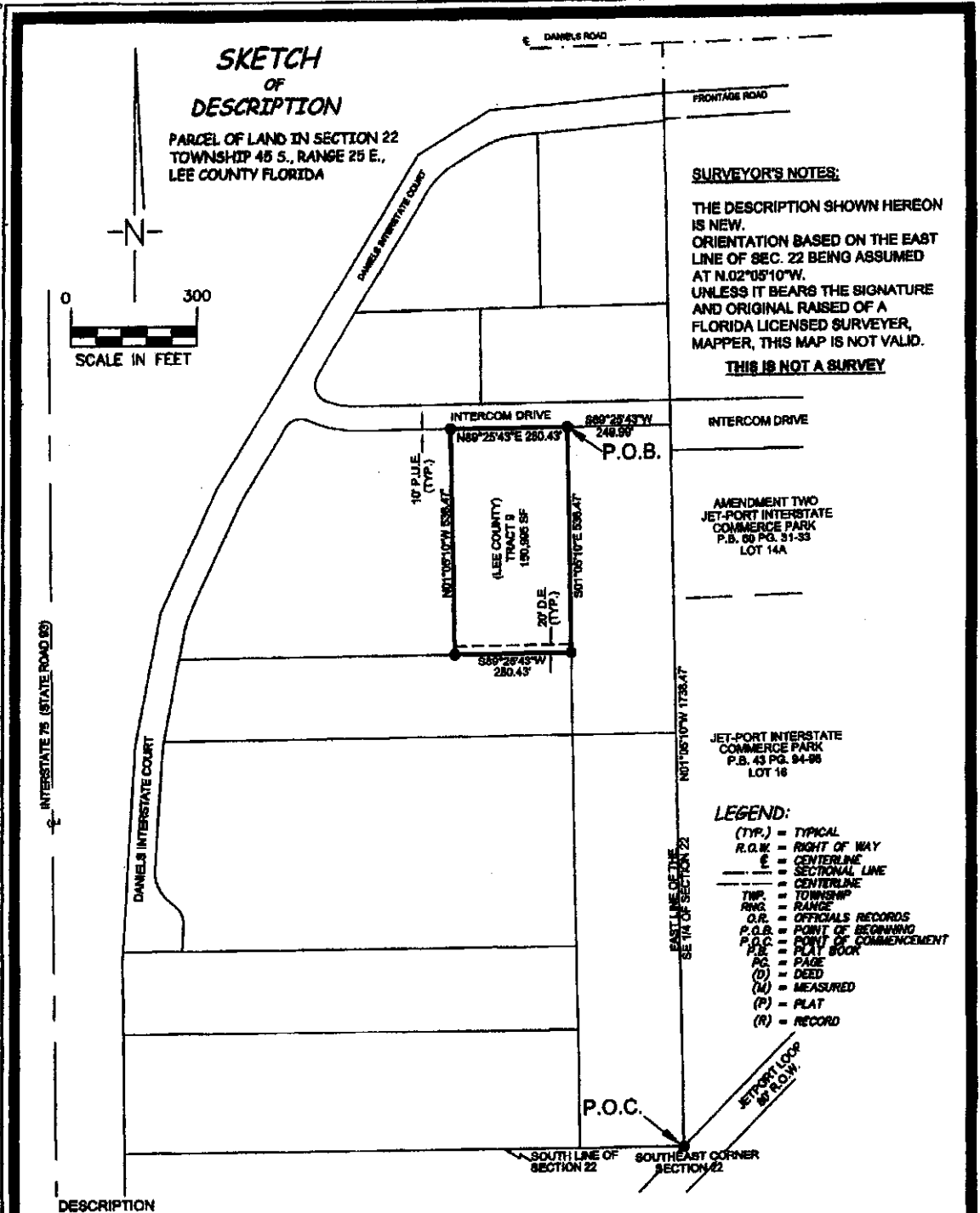
BUYER:
LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Exhibit "A"



DESCRIPTION

PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH 01°05'10" WEST, ALONG THE EAST LINE OF SAID SECTION 22, A DISTANCE OF 1738.47 FEET TO THE WESTERLY TERMINUS POINT OF THE CENTERLINE OF INTERCOM DRIVE RIGHT OF WAY; THENCE SOUTH 89°25'43" WEST A DISTANCE OF 249.99 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 01°05'10" EAST ALONG A LINE LYING 249.99 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE SAID EAST LINE OF SECTION 22, A DISTANCE OF 538.47 FEET; THENCE SOUTH 89°25'43" WEST A DISTANCE OF 280.43 FEET; THENCE NORTH 01°05'10" WEST A DISTANCE OF 538.47 FEET; THENCE NORTH 89°25'43" EAST A DISTANCE OF 280.43 FEET TO THE SAID POINT-OF-BEGINNING OF THIS DESCRIPTION.
 CONTAINING 150,995 SQUARE FEET (3.47 ACRES) MORE OR LESS.
 SUBJECT TO DRAINAGE EASEMENT OVER AND ACROSS THE SOUTH 20.00 FEET THEREOF.



MORRIS - DEPEW ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS * MAPPERS
 2218 Almont Avenue • Fort Myers, Florida 33901 • (239) 337-3993 • (FAX) 337-3994
 THIS SURVEY PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61017-6 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER.
 MORRIS-DEPEW ASSOCIATES, INC.

Handwritten Signature
 MARK A. HAYFIELD, S.M.
 FLORIDA REGISTRATION NO. 4188
 MORRIS-DEPEW ASSOCIATES, INC.
 DATE SIGNED: 3-2-05

MDA JOB# 01025

Exhibit "A"

STRAP: 22-45-25-00-00007.0010
Project: Sheriff's Evidence Warehouse/8766

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 27 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:

D75, L.L.C., a Florida limited liability company
6700-1 Daniels Parkway
Fort Myers, FL 33912

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. Chris Bundschu, 6700 Daniels Pkwy, FM 33912
2. Gayle Bundschu ""
3. Dan Kraft ""
4. Frank P. Potestio, 7995-B Preserve Cir, Naples 34119
5. Edward Finkelstein, 17872 Argyll Ter, Boca Raton, FL 33496
6. Tom & Kimberly Conroy, 2640 Golden Gate Pkwy, S-115 Naples 34105

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:

Karen M. Gonçalves
Witness Signature

Karen M. Gonçalves
Printed Name

Tina Uglard
Witness Signature

TINA UGLAND
Printed Name

D75, L.L.C., a Florida limited liability company

BY: BK Equities, L.L.C., a Florida limited Liability company, its Managing Member

BY: [Signature]
Chris Bundschu, Managing Member

Affidavit of Interest in Real Property
Parcel: D75 Commerce Center
STRAP: 22-45-25-00-00007.0010
Project: Sheriff's Evidence Warehouse/8766

STATE OF FLORIDA

COUNTY OF LEE

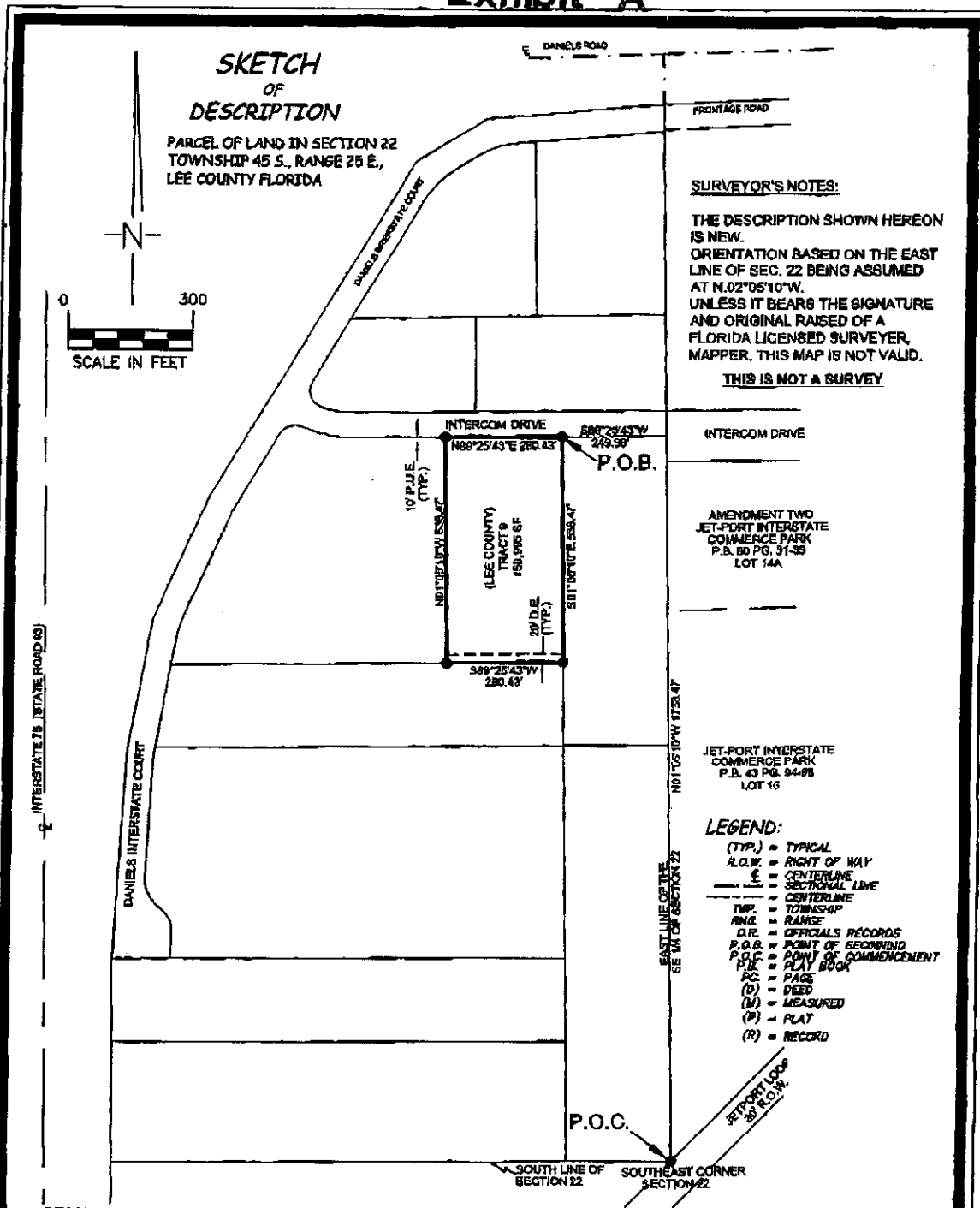
SWORN TO AND SUBSCRIBED before me this 21st day of April, 2005 by Chris Bundschu, Managing Member of BK Equities, L.L.C., a Florida limited liability company, Managing Member of D75, L.L.C., a Florida limited liability company, on behalf of the company. He is personally known to me or has produced _____
(type of identification)



Karen M. Goncalves
(Notary Signature)

Karen M Goncalves
(Print, type or stamp name)

Exhibit "A"



SKETCH OF DESCRIPTION
 PARCEL OF LAND IN SECTION 22
 TOWNSHIP 45 S., RANGE 25 E.,
 LEE COUNTY FLORIDA

SURVEYOR'S NOTES:
 THE DESCRIPTION SHOWN HEREON IS NEW.
 ORIENTATION BASED ON THE EAST LINE OF SEC. 22 BEING ASSUMED AT N.02°05'10"W.
 UNLESS IT BEARS THE SIGNATURE AND ORIGINAL RAISED OF A FLORIDA LICENSED SURVEYER, MAPPER, THIS MAP IS NOT VALID.
THIS IS NOT A SURVEY

AMENDMENT TWO
 JET-PORT INTERSTATE
 COMMERCE PARK
 P.B. 60 PG. 31-35
 LOT 14A

JET-PORT INTERSTATE
 COMMERCE PARK
 P.B. 43 PG. 94-95
 LOT 16

- LEGEND:**
- (TYP.) = TYPICAL
 - R.O.W. = RIGHT OF WAY
 - E = CENTERLINE
 - = SECTIONAL LINE
 - = CENTERLINE
 - TWP = TOWNSHIP
 - RNG = RANGE
 - O.R. = OFFICIALS RECORDS
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - P.B. = PLAY BOOK
 - P.C. = PAGE
 - (D) = DEED
 - (M) = MEASURED
 - (P) = PLAT
 - (R) = RECORD

DESCRIPTION

PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 22; THENCE NORTH 01°05'10" WEST, ALONG THE EAST LINE OF SAID SECTION 22, A DISTANCE OF 1738.47 FEET TO THE WESTERLY TERMINUS POINT OF THE CENTERLINE OF INTERCOM DRIVE RIGHT OF WAY; THENCE SOUTH 89°25'43" WEST A DISTANCE OF 249.99 FEET TO THE POINT-OF-BEGINNING OF THIS DESCRIPTION; THENCE SOUTH 01°05'10" EAST ALONG A LINE LYING 249.99 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) AND PARALLEL TO THE SAID EAST LINE OF SECTION 22, A DISTANCE OF 538.47 FEET; THENCE SOUTH 89°25'43" WEST A DISTANCE OF 280.43 FEET; THENCE NORTH 01°05'10" WEST A DISTANCE OF 638.47 FEET; THENCE NORTH 89°25'43" EAST A DISTANCE OF 280.43 FEET TO THE SAID POINT-OF-BEGINNING OF THIS DESCRIPTION.

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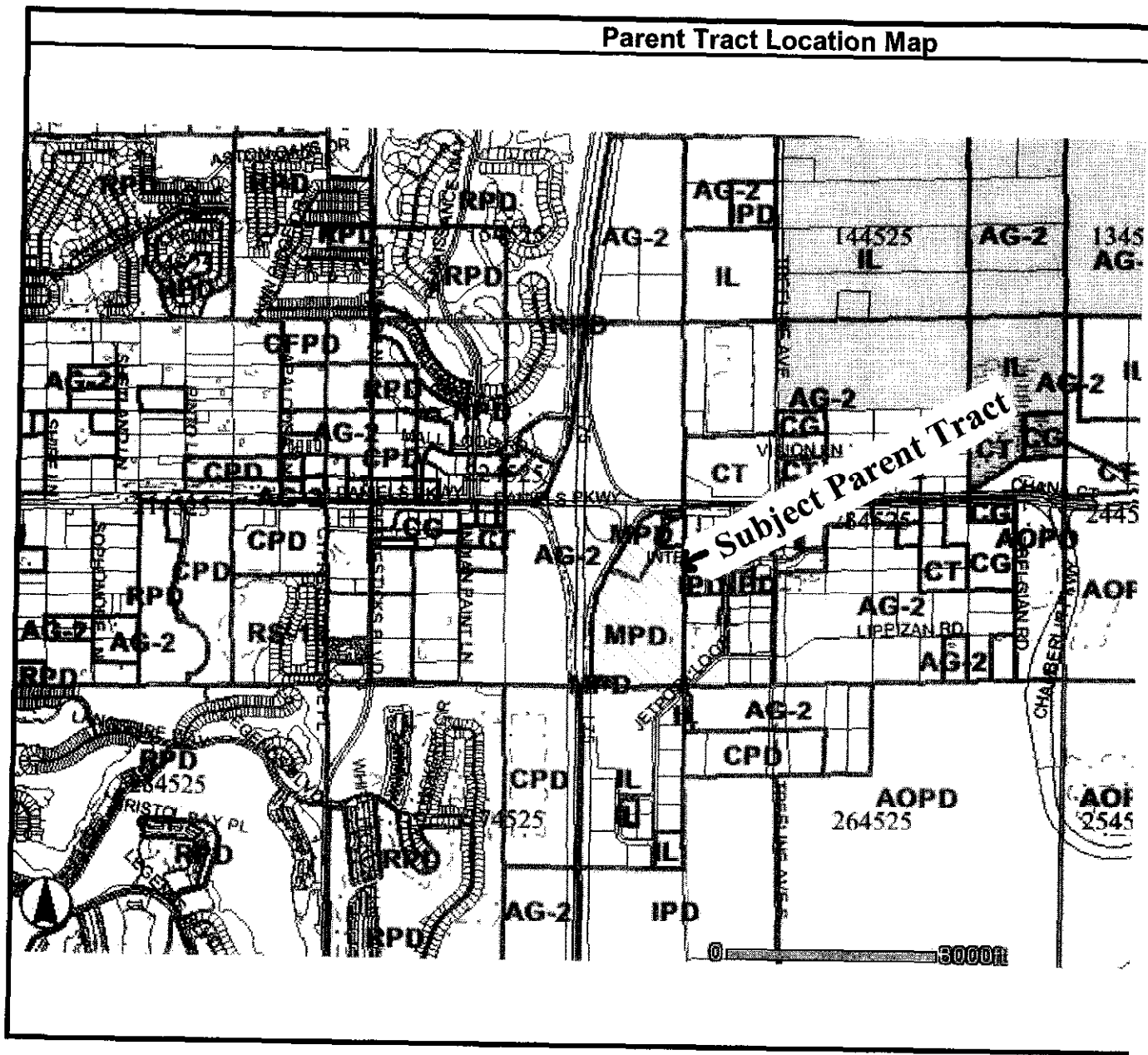
MORRIS - DEPEW ASSOCIATES, INC.

ENGINEERS * PLANNERS * SURVEYORS * MAPPERS
 2218 Atlantic Avenue * Fort Myers, Florida 33901 * (239) 337-3993 * (FAX) 337-3994

THIS SURVEY PREPARED IN ACCORDANCE WITH THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE BOARD OF PROFESSIONAL SURVEYORS AND MAPPERS IN CHAPTER 61G17-6 OF THE FLORIDA ADMINISTRATIVE CODE, PURSUANT TO SECTION 472.027, FLORIDA STATUTES AND IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL SEAL OF THE FLORIDA LICENSED SURVEYOR AND MAPPER. MORRIS-DEPEW ASSOCIATES, INC.

NDA JOB# 01025

Mark A. Hatfield
 MARK A. HATFIELD, P.E.
 FLORIDA REGISTRATION NO. 4159
 MORRIS-DEPEW ASSOCIATES, INC.
 DATE SIGNED: 3-2-05



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

ORNT File Number: 05052299 Don

Agent File Number: 7382-15

Commitment Number:

SCHEDULE A

1) **Effective Date: April 27, 2005 at 08:00 AM**

2) **Policy or Policies to be issued:**

Amount:

a) **ALTA Owners Policy Standard Form B 1992
(amended 10/17/92 with Florida Modifications)**

\$1,359,000.00

Proposed Insured:

Lee County, a political subdivision

b) **ALTA Standard Loan Policy 1992
(amended 10/17/92 with Florida Modifications)**

\$

Proposed Insured:

3) **The estate or interest in the land described or referred to in this Commitment and covered herein is a FEE SIMPLE.**

4) **Title to the Fee Simple estate or interest in said land is at the effective date hereof vested in:
D75, LLC, a Florida limited liability company**

5) **The land referred to in this Commitment is described as follows:**

Parcel of land in the Southeast ¼ of Section 22, Township 45 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the Southeast corner of said Section 22; thence North 01 degrees 05' 10" West along the east line of said Section 22 a distance of 1,738.47 feet to the westerly terminus point of the centerline of Intercom Drive Right of Way; thence South 89 degrees 25' 43" West a distance of 249.99 feet to the point of beginning of this description; thence South 01 degrees 05' 10" East along a line lying 249.98 feet West of (as measured at right angles) and parallel to said East line of said Section 22, a distance of 538.47 feet; thence South 89 degrees 25' 43" West a distance of 280.43 feet; thence North 01 degrees 05' 10" West a distance 538.47 feet; thence North 89 degrees 25' 43" East a distance of 280.43 feet to the said point of beginning of this description.

This Commitment valid only if Schedule B is attached.

ORNT File Number: 05052299 Don

SCHEDULE B - SECTION I

The following are the requirements to be complied with:

1. Payment of the full consideration to, or for the account of, the grantors or mortgagors.
2. 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 D75, LLC to Lee County, conveying the property described under Schedule "A" hereof to be recorded of the Public Records.
3. Other instruments which must be properly executed, delivered and duly filed for record, and/or other matters which must be furnished to the company:
 - a) Release of premises described in Schedule "A" herein from that certain Mortgage in favor of Colonial Bank given by D75, LLC recorded April 14, 2003 in Official Records Book 3900, page 4372, securing a principal indebtedness of \$8,400,000.00; Assignment of Leases and Rents of Real Property recorded in Official Records Book 3900, page 4390; UCC-1 Financing Statement recorded in Official Records Book 3900, page 4397, all in the Public Records of Lee County, Florida.
 - b) Record Plat of D75 Commerce Center.
 - c) Record Declaration of Covenants, Conditions and Restrictions for D75 Commerce Center.
 - d) Production of a copy of the articles of organization, and regulations (if adopted) with an affidavit stating that it is a true and correct copy of the articles of D75, LLC, a Florida limited liability company organization and regulations and all amendments thereto, and that said limited liability company is active and in good standing with the Secretary of State in aforementioned state and has not been dissolved.
 - e) Execution of the proposed deed by all members of the limited liability company unless the articles of organization provide that the company shall be governed by managers, and if so, then execution of the deed by all said managers.
 - f) Satisfactory evidence from the Secretary of State (where formed) that the limited liability company has been formed prior to its acquisition of title to the subject property as well as evidence that the company is in good standing.
 - g) Should any member, or manager, if applicable, be other than a natural person, proof must be obtained stating the good standing and authorization of the member, or manager, as applicable, to execute the deed on behalf of limited liability company.

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- h) Satisfactory evidence of compliance with all requirements regarding conveying property contained in the articles of organization and regulations of the limited liability company. The underwriter reserves the right to make such further requirements as it deems necessary after review of any of the above required documentation.

SCHEDULE B SECTION II IS CONTINUED ON AN ADDED PAGE

ORNT File Number: 05030864 Don

SCHEDULE B - SECTION II

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. Facts which would be disclosed by an accurate and comprehensive survey of the premises herein described.
3. Rights or claims of parties in possession.
4. Construction, Mechanic's, Contractors' or Materialmen's lien claims, if any, where no notice thereof appears of record.
5. Easements or claims of easements not shown by the public records.
6. General or special taxes and assessments required to be paid in the year 2005 and subsequent years.
NOTE: Taxes for the year 2005 became a lien on the land January 1, 2005 although not due or payable until November 1, 2005. Taxes for the year 2004 in the amount of \$55,714.67 are paid . Tax I.D. No. 22-45-25-00-0007.0010. (Taxes cover premises described in Schedule "A" herein and more)
7. Restrictive Covenant for D75 Commerce Center recorded in Official Records Book 4047, page 1357, Public Records of Lee County, Florida. ✓
8. Resolution of Board of Commissioners recorded in Official Records Book 1802, page 1865, Public Records of Lee County, Florida.
9. Provisions South Florida Water Management District Modification of Surface Water Management Permit No. 36-01077-S referred to in Grant of Drainage Easement recorded in Official Records Book 2252, page 305, Public Records of Lee County, Florida.
10. Terms, conditions and provisions of Drainage Easement described in recorded in Official Records Book 2441, page 3424, Public Records of Lee County, Florida.
11. Notice of Development Order Approval recorded in Official Records Book 4341, page 1058, Public Records of Lee County, Florida.
12. Subject to easements and other matters as shown on the recorded plat of D75 Commerce Center, a subdivision according to the plat thereof as recorded in Plat Book __, page __, in the Public Records of Lee County, Florida.

13. Declaration of Covenants, Conditions and Restrictions for D75 Commerce Center recorded in Official Records Book _____, page _____, of the Public Records of Lee County, Florida.

5-Year Sales History

D75 Commerce Center – Tract 11

Three Oaks Parkway South Extension
Project No. 4043

Grantor	Grantee	Price	Date	Arms Length Y/N
Geraldine F. Merksamer, Trustee, Citibank, N.A., City Bank Farmers Trust Company, Estate of George Frankel, Paul H. Pressier, III, Trustee, Townes G. Pressler, Trustee, Townes G. Pressler, Jr., Trustee Mrs. Herman Pressler, Trust, North Fort Bank, Elizabeth F. Langer Trust	D75, LLC	\$2,200,000*	9/20/02	Y

* Transaction represents the conveyance of the entire 64-acre parent tract.