

# WALK ON

## Lee County Board Of County Commissioners

Blue Sheet No. 20061648

### Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for the acquisition of Parcel 155 (36,810 sq. ft.), Ortiz Avenue Widening Project, No. 4072, in the amount of \$270,000, pursuant to the terms and conditions set forth in the Agreement; Authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**2. WHAT ACTION ACCOMPLISHES:** The Board avoids the necessity of an eminent domain action for the referenced right-of-way parcel.

**3. MANAGEMENT RECOMMENDATION:** Approve.

**4. Departmental Category:** 6

**NO#6**

**5. Meeting Date:** 12/12/06

**6. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

**7. Requirement/Purpose: (specify)**

- Statute 125
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department Independent  
 Division County Lands  
 By: Karen L.W. Forsyth, Director

**9. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Partial fee-simple interest (36,810 sq. ft.) from an industrial parent tract that has permits and is currently being constructed.

Property Details:

**Owner:** Eastgroup Properties, L.P., a Delaware limited partnership  
**Location:** 1850 Ortiz Avenue, Fort Myers 33905  
**STRAP No.:** 16-44-25-P3-00071.0000

Purchase Details:

**Purchase Price:** \$270,000 – The purchase is based upon a negotiated per square foot price of \$9.50, which was adjusted downward to \$7.33 per square foot to account for the area encumbered by the Laredo Avenue right-of-way (±2,100 sq. ft.), and the inclusion of a potential set-aside parcel (±6,300 sq. ft.). The set-aside parcel was to be dedicated to the City of Fort Myers under the terms of a 1985 Annexation Agreement between the City and a prior owner. However, the necessary documentation to effectuate the transfer was never concluded.

**Costs to Close:** Estimated to be \$4,000

Appraisal Information:

**Company:** Carlson, Norris & Associates, Inc. - Salient Appraisal Data is attached for reference.

Account: 20407218823.506110

Attachments: Purchase Agreement (duplicate originals), Appraisal Data, Affidavit of Interest, Title, 5-Year Sales History

**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>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 12-11-06	<i>[Signature]</i> 12-11-06	<i>[Signature]</i> 12-11-06	<i>[Signature]</i> 12-11-06	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

CO. ATTY.  
 FORWARDED  
 TO CO. ADMIN.  
 12/11/06 2pm

**Gomez, Keith**

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**From:** Forsyth, Karen L  
**Sent:** Monday, December 11, 2006 12:54 PM  
**To:** Sekulski, Georgia  
**Cc:** Carney, Shirley A.; Gomez, Keith; Clemens, Robert G.; Winton, Peter ; Spickerman, Robert  
**Subject:** Request for WALK-ON; BoCC Meeting of 12/12/06  
**Importance:** High  
**Attachments:** 20061211124919.pdf

Hi Georgia,

We need to WALK ON a blue sheet package for tomorrow's Board meeting. The package will be delivered to you shortly. Attached is the blue sheet, number 20061648.

**Justification for WALK ON:** Seller has indicated they have certain obligations to meet by December 31. Closing with the County on this purchase directly affects the Sellers ability to meet those obligations.

*Karen Forsyth, SRWA  
County Lands Director  
Lee County Government  
P.O. Box 398  
Fort Myers, FL 33902  
(239) 479-8506; FAX (239) 479-8391  
[kforsyth@leegov.com](mailto:kforsyth@leegov.com)  
Lic.Florida Broker; BK422511*

898 - 7836 Cell - Keith  
\*Please call if you have any questions.

**SUMMARY OF SALIENT FACTS AND CONCLUSIONS**

**LOCATION:** The larger parcel is located at the southwesterly corner of the intersection of Ortiz Avenue and Laredo Avenue. The property is located in Section 16, Township 44 South, Range 25 East, Lee County, Florida and is identified by street address as 1850 Ortiz Avenue.

**APPRAISER:** C. William Carlson, MAI, SRA  
State Certified General Appraiser RZ667

**CLIENT:** Lee County Division of County Lands

**DATE OF VALUE:** September 9, 2006

**DATE OF REPORT:** September 27, 2006

**PURPOSE OF APPRAISAL:** Estimate the total compensation due to the property owner by virtue of acquisition of a 36,300 square foot parcel along the easterly boundary of the larger parcel.

**OWNER OF RECORD:** East Group Properties LP

**PARCEL SIZE:** Larger Parcel; 10.00 acres or 435,600 square feet; Remainder Parcel; 660 feet by 605 feet or 399,300 square feet; Acquisition Area; 55 feet by 660 feet or 36,300 square feet

**IMPROVEMENTS DESCRIPTION:** The larger parcel is a vacant unimproved site although initial construction has begun for the development of an industrial warehouse complex. The property is being valued as a vacant unimproved site.

**COMPREHENSIVE LAND USE PLAN CLASSIFICATION:** Light Industrial

**ZONING CLASSIFICATION:** I-1

**FLOOD ZONE AND FLOOD PANEL NUMBER:** Flood Zone X as shown on Flood Insurance Program Panel Number 125106 0010 B.

**HIGHEST AND BEST USE AS VACANT:** Larger Parcel - Light Industrial use; Remainder Parcel - Light Industrial use

**HIGHEST AND BEST  
USE AS IMPROVED:** Not Applicable

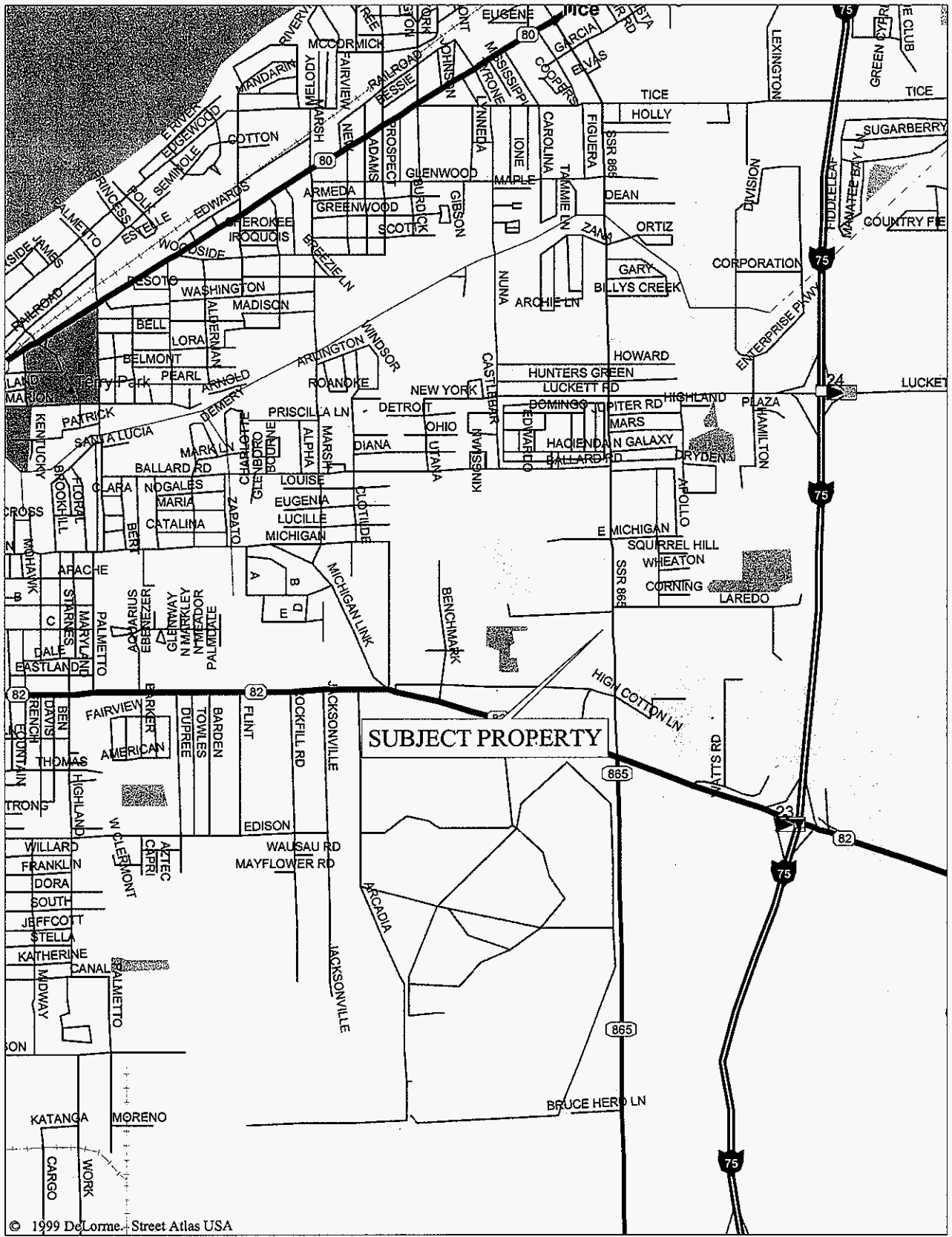
**VALUE ESTIMATE BY  
THE COST APPROACH:** Not Applicable

**VALUE ESTIMATE BY  
THE INCOME APPROACH:** Not Applicable

**VALUE ESTIMATE BY THE  
SALES COMPARISON APPROACH:** \$317,500

**TOTAL COMPENSATION DUE  
TO THE PROPERTY OWNER:** \$317,500

**USPAP REPORT TYPE:** Summary



**LOCATION MAP**

This document prepared by

Lee County  
County Lands Division  
Project: Ortiz Avenue 4072  
Parcel: Eastgroup Properties/155  
STRAP No.:16-44-25-P3-00071.0000

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 \_\_\_\_\_, 20\_\_ by and between **Eastgroup Properties, L.P., a Delaware limited partnership**, hereinafter referred to as SELLER, whose address is 2966 Commerce Park Drive, Orlando, FL 32819, 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 fee-simple parcel of land consisting of 36,810 square feet more or less, and located at 1850 Ortiz Avenue, Fort Myers, Florida and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property". This Property will be acquired for the Ortiz Avenue widening project, No. 4072, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Hundred Seventy Thousand (\$270,000), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'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.

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, as determined to be legally due and payable by the Lee County Tax Collector;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER'S attorney fees, if any.

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

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

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. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER'S expense. SELLER agrees to provide access to the Property for 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.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER'S expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation. BUYER shall provide a copy of said environmental audit reports to SELLER.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that, to the best of SELLER'S knowledge, 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 by the SELLER. The SELLER further warrants that it is not aware of any evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. SELLER is not aware of surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. SELLER is not aware of any 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. SELLER is not aware of buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property.



The SELLER also warrants that it has not received any 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, but SELLER shall not be liable unless it had express knowledge of the untruthfulness of such warranties.

In the event the SELLER intentionally breaches the warranties regarding its knowledge 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 January 1, 2007. The time and location of closing may be changed by mutual agreement of the parties.

**14. PREVAILING LAWS AND ATTORNEYS' FEES:** The terms and conditions of this Agreement will be viewed in accordance with the prevailing Laws of the State of Florida. 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 special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

Brent Wood

Brent Wood

W.D.P.

WILLIAM D. PETSAS

CHARLIE GREEN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

SELLER:

EASTGROUP PROPERTIES, L.P., a Delaware limited partnership

By: EASTGROUP PROPERTIES GENERAL PARTNERS, INC., a Delaware corporation, its sole general partner

By: John Coleman 12-8-06  
(DATE)

JOHN COLEMAN SENIOR V.P.  
(Print Name and Title)

By: Bruce Corke 12/8/00  
(DATE)

BRUCE CORKE CONTROLLER  
(Print Name and Title)

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)

**LEGAL AND SKETCH FOR RIGHT OF WAY ACQUISITION  
PARCEL 155A  
SECTION 16, TOWNSHIP 44 SOUTH, RANGE 25 EAST**

**PARCEL 155A**

A PARCEL OF LAND LYING IN SECTION 16, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA ALSO BEING A PORTION OF THOSE LANDS DESCRIBED IN INSTRUMENT NUMBER 2005000144746 KNOWN AS LOTS 39 AND 40, BALLARD ESTATES (UNRECORDED), BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 16 AND ORTIZ AVENUE SURVEY BASE LINE SAID POINT BEING P.I. STATION 24+40.55; THENCE N01°15'29"W, ALONG SAID BASE LINE A DISTANCE OF 661.22 FEET TO STATION 31+01.77; THENCE S88°11'17"W A DISTANCE OF 40.00 FEET TO THE SOUTHEAST CORNER OF THOSE LANDS DESCRIBED IN INSTRUMENT NUMBER 2005000144746 AND THE POINT OF BEGINNING; THENCE CONTINUE S88°11'17"W, ALONG THE SOUTH LINE OF SAID INSTRUMENT NUMBER 2005000144746 A DISTANCE OF 55.00 FEET TO A POINT ON A NON-TANGENT CURVE HAVING A DELTA OF 00°01'18", A RADIUS OF 3341.54 FEET, A CHORD OF 1.27 FEET AND A CHORD BEARING OF N01°16'08"W; THENCE ALONG SAID CURVE CONCAVE EASTERLY, AN ARC DISTANCE OF 1.27 FEET; THENCE N01°15'29"W, A DISTANCE OF 629.95 FEET; THENCE N46°15'32"W, A DISTANCE OF 42.03 FEET TO THE NORTH LINE OF SAID INSTRUMENT NUMBER 2005000144746; THENCE N88°11'34"E, ALONG THE NORTH LINE OF SAID INSTRUMENT NUMBER 2005000144746 A DISTANCE OF 84.72 FEET TO THE EAST LINE OF SAID INSTRUMENT NUMBER 2005000144746; THENCE S01°15'29"E, ALONG SAID EAST LINE OF INSTRUMENT NUMBER 2005000144746, A DISTANCE OF 661.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 36,810 SQUARE FEET MORE OR LESS.

AREA OF REMAINDER: 8.715 ACRES MORE OR LESS.  
AREA OF PARENT TRACT: 9.560 ACRES MORE OR LESS.

**NOTE:**

BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF ORTIZ AVENUE, HAVING A BEARING OF N01°15'29"W FROM P.I. STATION 24+40.55 BEING A BOAT SPIKE TO P.I. STATION 37+62.98 BEING A PK NAIL & DISK ILLEGIBLE

**Exhibit "A"**

Page 1 of 2

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

ROBT. POTTER, P.S.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5688

11/29/06  
DATE

**THIS IS NOT A SURVEY SHEET 1 OF 2**

**AIM Engineering & Surveying, Inc.**



5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
239/332-4569  
FX:239/332-8734

Licensed Business Number 3114

PROJECT NUMBER: 05-8974	DESCRIPTION: LEGAL DESCRIPTION AND SKETCH FOR PARCEL 155A ORTIZ AVENUE LEE COUNTY
DRAWN BY: LWC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 11/16/06	SEC-TWP-RGE: 16-44S-25E
FILE: PARCEL 155A-LEG	COUNTY: LEE COUNTY



STRAP: 16-44-25-P3-00071.0000  
Project: Ortiz Avenue 4072, Parcel 155

**AFFIDAVIT OF INTEREST IN REAL PROPERTY**

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

Eastgroup Properties, L.P., a Delaware limited partnership  
2966 Commerce Park Drive, Ste. 450  
Orlando, Florida 32819

The names and addresses of every person having a beneficial interest in real property that will be conveyed to Lee County are (Include any persons that have an interest under the general partner - attach a list as necessary):

1. Publicly traded entity - see attached memo
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

The real property to be conveyed to Lee County is identified in attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Eastgroup Properties, L.P., a  
Delaware limited partnership

BY: Eastgroup Properties Partners,  
Inc., a Delaware corporation, its  
sole general partner

Brent Wood  
Witness Signature

[Signature]  
Signature of Affiant

Brent Wood  
Printed Name

John F. Coleman, Senior Vice President  
Printed Name and Title

[Signature]  
Witness Signature

[Signature]  
Bruce Coleman  
Controller

WILLIAM D. PETSAS  
Printed Name

Affidavit of Interest in Real Property  
Parcel: 155/Eastgroup  
STRAP: 16-44-25-P3-00071.0000  
Project: Ortiz Avenue 4072

STATE OF Florida

COUNTY OF Orange

SWORN TO AND SUBSCRIBED before me this 8<sup>th</sup> day of December, 2006 by

John F. Coleman, Senior Vice President of Eastgroup Properties General  
(name of officer or agent, title of officer or agent)

Partners, Inc., a Delaware corporation, the sole general partner of Eastgroup Properties, L. P.,  
a Delaware limited partnership, on behalf of the partnership.



(Notary Signature)

(SEAL)



Lucille M D Smith  
My Commission DD213407  
Expires July 23, 2007

Lucille M D Smith  
(Print, type or stamp name of Notary)

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

LEGAL AND SKETCH FOR RIGHT OF WAY ACQUISITION  
PARCEL 155A  
SECTION 16, TOWNSHIP 44 SOUTH, RANGE 25 EAST

PARCEL 155A

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Exhibit "A"

Page 1 of 2

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HARDED SEAL OF A FLORIDA LICENSED SURVEYOR AND  
MAPPER.

ADM Engineering & Surveying, Inc.  
6300 LEE BLVD.  
P.O. BOX 1236  
LEHIGH ACRES  
FLORIDA 33970  
239/232-4559  
FX:239/332-8734

Licensed Business Number 3114

PREPARED BY  
ADM ENGINEERING & SURVEYING, INC.

DATE 11/29/06

BY: BOYER, P.S.M.

PROFESSIONAL SURVEYOR AND MAPPER

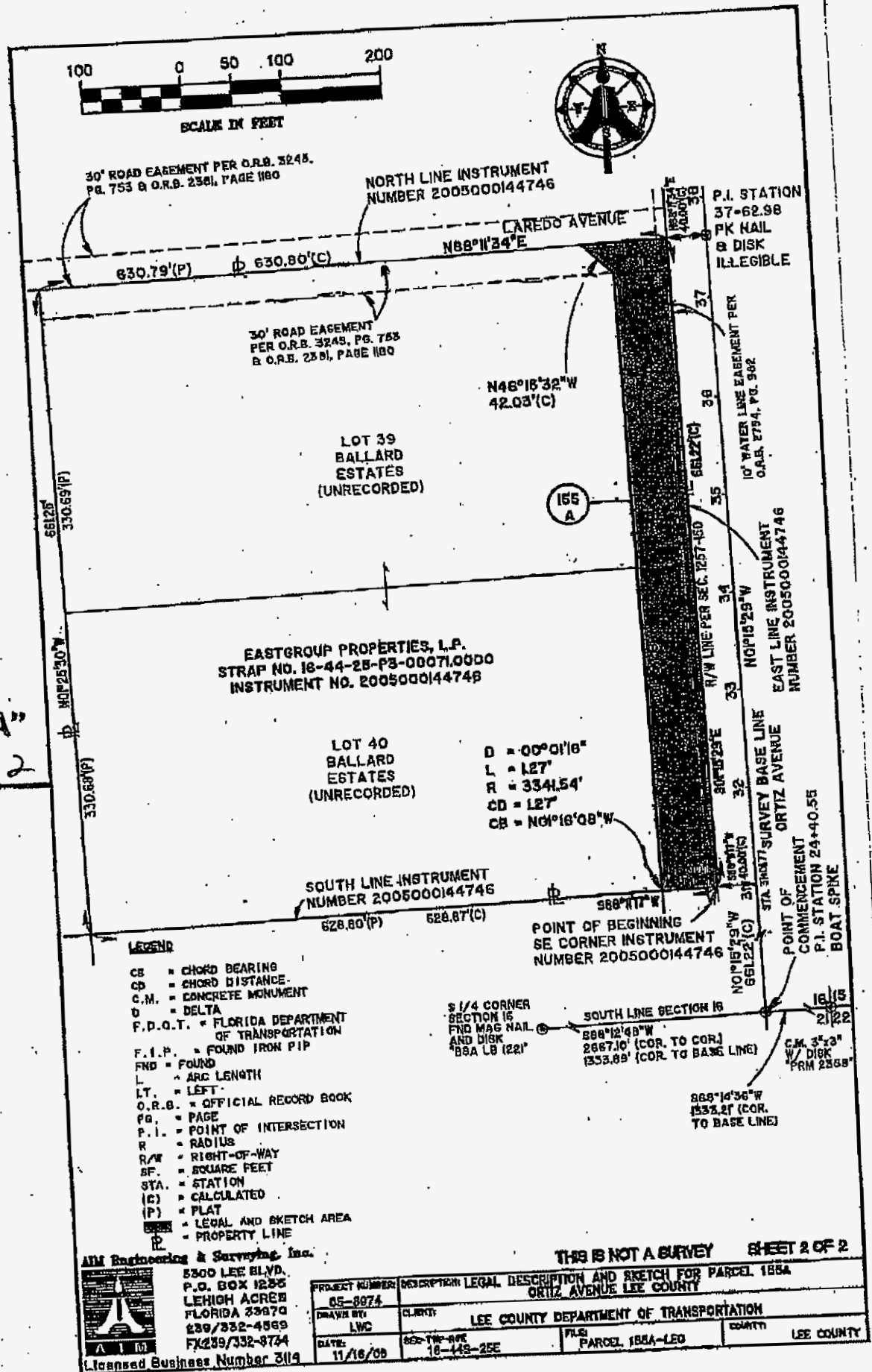
FLORIDA CERTIFICATE NO. 5888

THIS IS NOT A SURVEY SHEET 1 OF 2

PROJECT NUMBER: 16-5874	DESCRIPTION: LEGAL DESCRIPTION AND SKETCH FOR PARCEL 155A ORTIZ AVENUE LEE COUNTY
DRAWN BY: LWC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 11/16/06	FILED: PARCEL 155A-LEG
SECTION: 16-443-25E	COUNTY: LEE COUNTY



Exhibit "A"  
Page 2 of 2



- LEGEND**
- CB = CHORD BEARING
  - CD = CHORD DISTANCE
  - C.M. = CONCRETE MONUMENT
  - D = DELTA
  - F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
  - F.I.P. = FOUND IRON PIP
  - FND = FOUND
  - L = ARC LENGTH
  - LT. = LEFT
  - O.R.B. = OFFICIAL RECORD BOOK
  - PG. = PAGE
  - P.I. = POINT OF INTERSECTION
  - R = RADIUS
  - R/W = RIGHT-OF-WAY
  - SF. = SQUARE FEET
  - STA. = STATION
  - (C) = CALCULATED
  - (P) = PLAT
  - ▬ = LEGAL AND SKETCH AREA
  - ▬▬ = PROPERTY LINE

**AIM Engineering & Surveying, Inc.**  
 5300 LEE BLVD.  
 P.O. BOX 1255  
 LEHIGH ACRES  
 FLORIDA 33670  
 239/332-4869  
 FX239/332-8734  
 Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 2 OF 2

PROJECT NUMBER:	05-8874	DESCRIPTION:	LEGAL DESCRIPTION AND SKETCH FOR PARCEL 185A ORTIZ AVENUE LEE COUNTY
DRAWN BY:	LWC	CLIENT:	LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE:	11/16/06	SEC-TWP-RGE:	18-44-25E
		FILE:	PARCEL 185A-LEG
		COUNTY:	LEE COUNTY



**DEAN  
MEAD**

Dean, Mead, Egerton, Bloodworth, Capouano & Bozarth, P.A.  
800 North Magnolia Avenue, Suite 1500  
P.O. Box 2346 (ZIP 32802-2346)  
Orlando, FL 32803

407-841-1200  
407-423-1831 Fax  
www.deanmead.com

Orlando  
Fort Pierce  
Viera

**CHRISTY HUNTER**

chunter@deanmead.com

## **MEMORANDUM**

DATE: December 1, 2006  
TO: Stanley A. Gravenmier  
FROM: Christy Hunter  
RE: EastGroup Properties Entities

---

In a conversation with Craig Smith, the corporate attorney for EastGroup Properties, he indicated that EastGroup Properties, L.P. and EastGroup Properties General Partners, Inc. are wholly owned subsidiaries of EastGroup Properties, Inc. EastGroup Properties, Inc. is a publicly traded company listed with the New York Stock Exchange with stock available to be purchased by the general public.

CH/ch

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

Search No. 16-44-25-P3-00071.0000

Date: March 7, 2006

Parcel: 155

Project: Ortiz Avenue Widening, Project 4072

To: J. Keith Gomez  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Property Acquisition Assistant

STRAP: 16-44-25-P3-00071.0000

Effective Date: March 2, 2006, at 5:00 p.m.

**Subject Property:** See attached Exhibit "A"

Title to the subject property is vested in the following:

**Eastgroup Properties, L.P., a Delaware limited partnership**

By that certain instrument dated September 30, 2005, recorded December 1, 2006, in Instrument number 2005000144746, Public Records of Lee County, Florida.

**Easements:**

1. Easements for right-of-way contained in instruments recorded in Official Record Book 843, Page 621; Official Record Book 2647, Page 3626; and Official Record Book 3245, Page 753, Public Records of Lee County, Florida.
2. Grant of Perpetual Easement to Lee County, recorded in Official Record Book 2754, Page 982, Public Records of Lee County, Florida.

NOTE(1): Declaration of Restrictions for Ballard Estates, recorded in Official Record Book 421, Page 340, Public Records of Lee County, Florida.

NOTE(2): Resolution pertaining to East Lee County Sewer District, recorded in Official Record Book 1669, Page 3414, Public Records of Lee County, Florida.

NOTE(3): Lee County Ordinances relating to garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

**Tax Status:** 2005 taxes paid November 22, 2005 in the amount of \$9,046.94.  
(The end user of this report is responsible for verifying tax and/or assessment information.)

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees or warranty as to its accuracy.**

# 5-Year Sales History

Parcel No. 155/Eastgroup Properties

Ortiz Avenue Widening  
Project No. 4072

Grantor	Grantee	Price	Date	Arms Length Y/N
The Whiteside Group, Inc., a Florida corporation	Eastgroup Properties, L.P., a Delaware limited partnership	\$1,873,800	9/30/05*	Y**

\*The seller's representatives have indicated that the property was under contract for an extended period prior to closing the transaction.

\*\*The referenced transaction represented the sale of the entire 10-acre parent tract.