

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

Blue Sheet No. 20070329

- 1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of a ± 17,666 square feet parcel located at 11301 Summerlin Square Drive in the amount of \$18,000. Authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete the transaction.
- 2. FUNDING SOURCE:** Fund: Transportation Capital Improvement Fund, Program: Capital Project, Project: Right of Way Opportunities
- 3. WHAT ACTION ACCOMPLISHES:** Provides for the acquisition of a property for right of way opportunities.
- 4. MANAGEMENT RECOMMENDATION:** Approve

5. Departmental Category: 06 **C6B** **6. Meeting Date:** APR 03 2007

7. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	8. Requirement/Purpose: (specify) <input checked="" type="checkbox"/> Statute <u>125</u> <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input type="checkbox"/> Other	9. Request Initiated: Commissioner _____ Department <u>Independent</u> Division <u>County Lands</u> By: <u>Karen Forsyth, Director</u>
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10. Background:
Negotiated for: Department of Transportation – this acquisition will eliminate a trapezoid shaped strip of land between County owned right of way. The County’s ownership of this parcel will allow for better control of the roadway, utilities and general public safety due to the roadway curvature.

Interest to Acquire: Fee Simple Interest for ± 17,666 square feet.

Property Details:
 Owner: Gulf Waters RV Resort, LLC
 Address: 11301 Summerlin Square Drive Ft. Myers Beach, FL 33931
 STRAP: 07-46-24-00-00005.0000

Purchase Details:
 Purchase Price: \$18,000
 Costs to Close: \$2,500

Appraisal Information: Comparable market information was used in lieu of an appraisal. Please refer to the attached Market Data sheet.

Staff Recommendation: Staff recommends the Board approve the action requested.

Account: 20407930700.506110

Attachments: Market Data, Purchase Agreement, Affidavit of Interest, Location Map, Updated Title Report, Sales History

11. 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>BAO 3/15 3/29/07</i>	<i>[Signature]</i>	<i>[Signature]</i> 3-22-07	<i>[Signature]</i> 3/22/07	<i>[Signature]</i> 3/21/07	<i>[Signature]</i> 3-23-07	

12. Commission Action:
 Approved
 Deferred
 Denied
 Other

RECEIVED BY
 COUNTY ADMIN: *FW*
 3/21/07
 3:30pm
 COUNTY ADMIN
 FORWARDED TO:

Rec. by CoAtty
 Date: 3/21/07
 Time: 11:55am
 Forwarded To:
 Admin 3/21/07
 1:26

Market Data

Pine Ridge Road

Corner Remainder

STRAP No. 07-46-24-00-00005.0000

17,666 square feet (\$1.02/square foot)

\$18,000

Vacant Land Sale Grid

STRAP	Property Type	Purchase Date	Purchase Price	Square Footage	Price/ Sq Ft
07-46-24-00-00005.003A	CPD	2/3/05	\$523,000	87,210	\$6.00
05-46-24-01-00003.0160	CPD	8/15/05	\$2,799,000	425,581	\$6.58
07-46-24-00-00005.0020	CPD	1/13/06	\$2,400,000	179,031	\$13.41
07-46-24-00-00007.0000	CT	2/27/06	\$621,500	42,500	\$14.62

Subject 07-46-24-00-00005-.0000	RVPD		\$18,000	17,666	\$1.02
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The subject parcel is a trapezoid shaped parcel. The parcel is less valuable because of its limited use due to its narrowness and triangular shape at its corners. In previous acquisitions, appraisals of similar shaped parcels, the estimated values ranged from 10 - 25% of the fee value. In utilizing the above data and percentages we have the following statistics:

The average price per square foot per market grid is \$10.15 per sq. ft. Assuming the estimated value range of 10-25% of fee value, the value range for the subject parcel is between \$1.02 - \$2.54 per sq. ft.

The purchase price of the subject property is at the bottom of the price per sq. ft. range.

This document prepared by

Lee County
County Lands Division
Project: Gulf Waters RV Resort - Right of Way
STRAP No.: 07-46-24-00-00005.0000

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 _____, 2007, by and between Gulf Waters RV Resort, LLC, a Florida Limited Liability Company, hereinafter referred to as SELLER, whose address is 4246 Kalamazoo SE Grand Rapids, MI 49508 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 17,666 square feet, more or less, and located at 11301 Summerlin Square Drive, Ft. Myers Beach, FL 33931, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property" This property will be acquired for Right of Way opportunities, hereinafter called "the Project."
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Eighteen Thousand (\$18,000), 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:** SELLER will pay for and provide:

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 (deed/affidavit to be prepared by BUYER'S title company);

5.01 **SELLER'S EXPENSES:** SELLER will pay for and provide:

- (a) Utility services up to, but not including the date of closing, if applicable;
- (b) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (c) documentary stamps on deed;
- (d) 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).

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. If closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year without proration.

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 with an appropriate reduction to the purchase price, 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 with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

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

12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property 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 sixty (60) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. ATTORNEYS' FEES: The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

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

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

18. **REMOVAL OF REFUSE:** Seller, at their expense, is to remove any and all refuse, clean up area and dispose of refuse off site in accordance with Governmental regulations.

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

WITNESSES:

W. A. Lettinga

SELLER:
Gulf Waters RV Resort LLC
A Florida Limited Liability Company

By: W. A. Lettinga
Wilbur A. Lettinga (DATE) 2-17-07
Its Managing Member

CHARLIE GREEN, CLERK

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

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

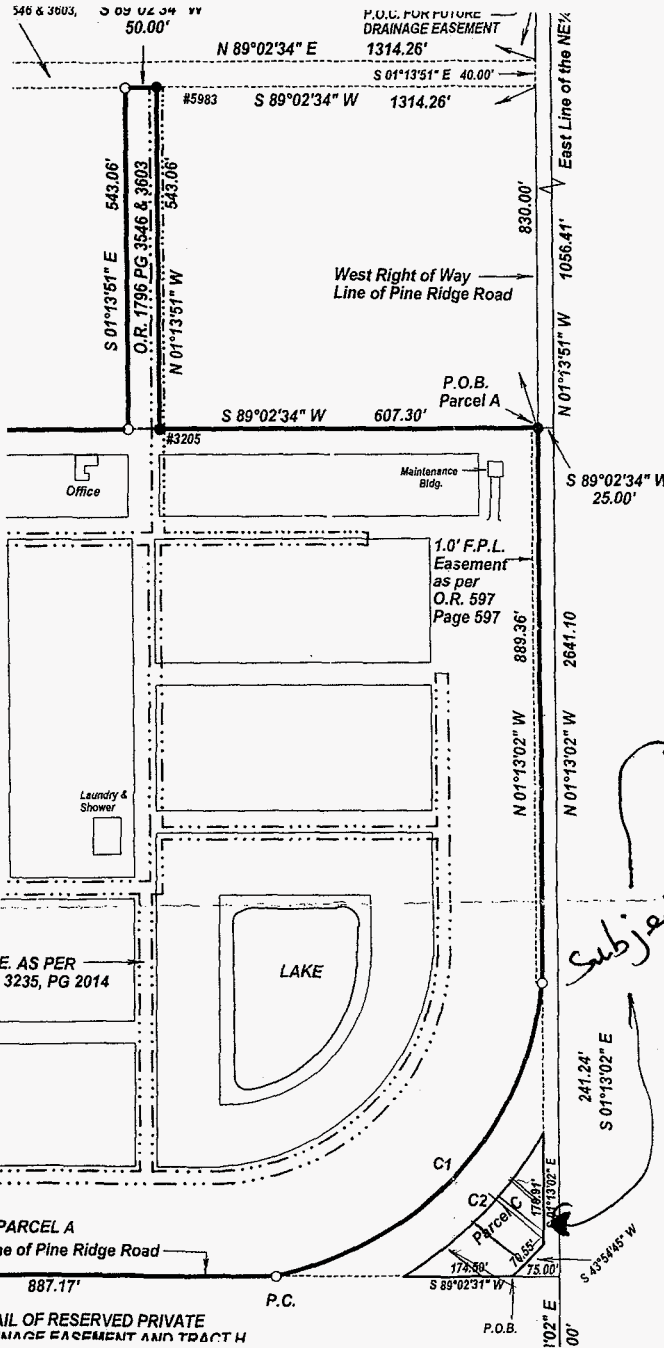
COUNTY ATTORNEY (DATE)

Exhibit A

Parcel C:

A parcel of land in Section 7, Township 46 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the southeast corner of the northeast quarter of Section 7, Township 46 South, Range 24 East, thence N 01°13'02" W along the east line of said northeast quarter for 225.00 feet to an intersection with the easterly extension of the north right of way line of Pine Ridge Road as shown on the right of way map thereof prepared by Starnes and Associates, Inc., for Lee County, D.O.T.; thence S 89°02'31" W along said north right of way line for 75.00 feet to the point of beginning of the herein described parcel of land; thence continue S 89°02'31" W along said north right of way line for 174.49 feet to an intersection with the arc of a circular curve concave to the northwest at a point bearing S 31°27'39" East from the radius point of said curve; thence northeasterly along the arc of said curve having for its elements a radius of 606.96 feet and a central angle of 30°37'40" for 324.45 feet to an intersection with the southerly extension of the west right of way line of the aforementioned Pine Ridge Road; thence S 01°13'02" east along said southerly extension for 179.91 feet; thence S 43°54'45" W for 70.55 feet to the point of beginning as per O.R. 1796, Pg 3546.



LEGAL DESCRIPTION:

PARCEL A:

A PARCEL OF LAND IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, THENCE S 01°13'02" E(D) S 01°13'51" E(M) ALONG THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 FOR 1055.00 FEET(D) 1056.41 FEET(M); THENCE S 89°02'39" W(D) S 89°02'34" W(M), FOR 25.00 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF PINE RIDGE ROAD AS SHOWN ON THE RIGHT OF WAY MAP THEREOF PREPARED BY STARNES AND ASSOCIATES, INC. FOR LEE COUNTY D.O.T. AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 89°02'39" W(D) 89°02'34" W(M), FOR 607.00 FEET(D) 607.30(M); THENCE N 01°14'16" W(D) N 01°13'51" W(M), FOR 543.06 FEET; THENCE S 89°02'39" W(D) S 89°02'34" W(M), FOR 50.00 FEET; THENCE S 01°14'16" E(D) S 01°13'51" E(M), FOR 543.06 FEET; THENCE S 89°02'39" W(D) 89°02'34" W(M), FOR 660.00 FEET TO AN INTERSECTION WITH THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE S 01°14'16" E(D) S 01°13'51" E(M), ALONG SAID WEST LINE FOR 1360.32 FEET (D) 1359.76(M) TO AN INTERSECTION WITH THE NORTH RIGHT OF WAY LINE OF THE AFOREMENTIONED PINE RIDGE ROAD; THENCE N 89°02'31" E(D) N 89°02'34" E, ALONG SAID NORTH RIGHT OF WAY LINE FOR 886.71 FEET(D) 887.17 FEET(M) TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AT A POINT BEARING S 12°04'29" E, FROM THE RADIUS POINT OF SAID CURVE; THENCE EASTERLY, NORTHEASTERLY AND NORTHERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 532.96 FEET AND A CENTRAL ANGLE OF 73°17'28"(D) 73°17'06"(M), FOR 681.75 FEET(D) 681.69 FEET(M) TO AN INTERSECTION WITH THE AFOREMENTIONED WEST RIGHT OF WAY LINE OF PINE RIDGE ROAD; THENCE N 01°13'02" W, ALONG SAID WEST RIGHT OF WAY LINE FOR 889.24 FEET(D) 889.36 FEET(M) TO THE POINT OF BEGINNING.

CONTAINING 40.46 ACRES OF LAND MORE OR LESS

BEARINGS ARE BASED ON THE RIGHT-OF-WAY MAP FOR PINE RIDGE ROAD PREPARED BY STARNES AND ASSOCIATES, INC., FOR LEE COUNTY D.O.T., WHICH SHOWS SAID WEST RIGHT-OF-WAY TO BE S 01°13'02" E.

PARCEL B:

TOGETHER WITH AN EASEMENT FOR INGRESS AND EGRESS OVER THE FOLLOWING DESCRIBED PARCEL:

A PARCEL OF LAND IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, THENCE S 89°03'53" W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 FOR 1342.55 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE S 02°26'57" E ALONG THE WEST LINE OF THE EAST HALF OF SAID NORTHEAST QUARTER FOR 473.86 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 20.00 FEET NORTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF THAT CERTAIN PARCEL OF LAND DESCRIBED AS PARCEL 1 IN OFFICIAL RECORD BOOK 2074 AT PAGE 4358 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 01°13'51" E FOR 40.00 FEET TO AN INTERSECTION WITH A LINE PARALLEL WITH AND 20.00 FEET SOUTH OF AS MEASURED AT RIGHT ANGLES TO THE NORTH LINE OF SAID PARCEL 1; THENCE N 89°02'34" E ALONG SAID PARALLEL LINE FOR 1314.26 FEET TO AN INTERSECTION WITH THE WEST RIGHT OF WAY LINE OF PINE RIDGE ROAD; THENCE N 01°13'51" W ALONG SAID WEST RIGHT OF WAY LINE FOR 40.00 FEET; THENCE S 89°02'34" W FOR 1314.26 FEET TO THE POINT OF BEGINNING.

PARCEL C:

A PARCEL OF LAND IN SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST QUARTER OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, THENCE N 01°13'02" W ALONG THE EAST LINE OF SAID NORTHEAST QUARTER FOR 225.00 FEET TO AN INTERSECTION WITH THE EASTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF PINE RIDGE ROAD AS SHOWN ON THE RIGHT OF WAY MAP THEREOF PREPARED BY STARNES AND ASSOCIATES, INC., FOR LEE COUNTY, D.O.T.; THENCE S 89°02'31" W ALONG SAID NORTH RIGHT OF WAY LINE FOR 75.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND; THENCE CONTINUE S 89°02'31" W ALONG SAID NORTH RIGHT OF WAY LINE FOR 174.49 FEET TO AN INTERSECTION WITH THE ARC OF A CIRCULAR CURVE CONCAVE TO THE NORTHWEST AT A POINT BEARING S 31°27'39" EAST FROM THE RADIUS POINT OF SAID CURVE; THENCE NORTHEASTERLY ALONG THE ARC OF SAID CURVE HAVING FOR ITS ELEMENTS A RADIUS OF 606.96 FEET AND A CENTRAL ANGLE OF 30°37'40" FOR 324.45 FEET TO AN INTERSECTION WITH THE SOUTHERLY EXTENSION OF THE WEST RIGHT OF WAY LINE OF THE AFOREMENTIONED PINE RIDGE ROAD; THENCE S 01°13'02" EAST ALONG SAID SOUTHERLY EXTENSION FOR 179.91 FEET; THENCE S 43°54'45" W FOR 70.55 FEET TO THE POINT OF BEGINNING AS PER O.R. 1796, PG 3546.

DRAINAGE EASEMENT

A PARCEL OF LAND LYING IN THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE CONCRETE MONUMENT MARKING THE INTERSECTION OF THE WEST LINE OF PINE RIDGE ROAD, 25 FEET WESTERLY FROM THE EAST LINE OF SAID SECTION AND THE SOUTHERLY LINE OF SUMMERLIN ROAD, 225 FEET SOUTH FROM THE NORTH LINE OF SAID SECTION RUN S 01°12'19" E ALONG THE WEST LINE OF SAID PINE RIDGE ROAD FOR A DISTANCE OF 830.00 FEET; THENCE RUN S 89°02'34" W FOR A DISTANCE OF 1317.30 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE E 1/2 OF THE NE 1/4 OF SECTION 7; THENCE RUN S 01°13'09" E ALONG SAID LINE FOR A DISTANCE OF 209.40 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL:

THENCE S 01°13'51" E FOR 21.21 FEET, THENCE S 46°13'51" E FOR 23.09 FEET, THENCE S 01°13'51" E FOR 250.00 FEET, THENCE S 88°46'09" W FOR 16.33 FEET TO THE WEST LINE OF THE EAST HALF OF THE NORTHEAST QUARTER, THENCE S 01°13'51" E FOR 862.82 FEET ALONG SAID WEST LINE TO THE NORTH RIGHT-OF-WAY LINE OF PINE RIDGE ROAD, THENCE N 89°02'34" E FOR 40.00 FEET ALONG SAID RIGHT-OF-WAY LINE, THENCE N 01°13'51" W FOR 863.01 FEET, THENCE S 88°46'09" W FOR 8.67 FEET, THENCE N 01°13'51" W FOR 256.21 FEET, THENCE N 46°13'51" W FOR 44.31 FEET TO THE POINT OF BEGINNING, CONTAINING 38,819 SQUARE FEET, MORE OF LESS.

RECREATIONAL AREA - TRACT H

A PARCEL OF LAND LYING IN THE EAST HALF (E 1/2) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 7, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PARCEL BEING FURTHER DESCRIBED AS FOLLOWS:

FROM THE CONCRETE MONUMENT MARKING THE INTERSECTION OF THE WEST LINE OF PINE RIDGE ROAD, 25 FEET WESTERLY FROM THE EAST LINE OF SAID SECTION AND THE SOUTHERLY LINE OF SUMMERLIN ROAD, 225 FEET SOUTH FROM THE NORTH LINE OF SAID SECTION RUN S 01°12'19" E ALONG THE WEST LINE OF SAID PINE RIDGE ROAD FOR A DISTANCE OF 830.00 FEET TO THE POINT OF INTERSECTION WITH THE WEST LINE OF THE E 1/2 OF THE NE 1/4 OF SECTION 7; THENCE RUN S 01°13'09" E ALONG SAID LINE FOR A DISTANCE OF 209.40 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL:

AIL OF RESERVED PRIVATE IMAGE EASEMENT AND TRACT H

STRAP: 07-46-24-00-00005.0000
Project: Gulf Waters RV Resort – Right of Way

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 27th day of February, 2007 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:

Gulf Waters RV Resort LLC
4246 Kalamazoo SE Grand Rapids, MI 49508
5625 Prairie Creek Dr., Suite 100, Caledonia, MI 49316

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. Wilbur A. Lettinga, 6862 Griffin Blvd., Ft. Myers, FL 33908
2. Sharon L. Lettinga, 6862 Griffin Blvd., Ft Myers, FL 33908
3. Michael P. Lettinga, 2752 Beechtree Dr., Byron Center, MI 49315
4. William B. Lettinga, 9300 Sedona Ridge Ct. SW, Byron Center, MI 49315
5. Melissa Lettinga, 4146 Little Star Ct. S.W. Grandville, MI 49418
6. Cynde Damstra, 4134 Peshigo Ct. S.W., Grandville, MI 49418

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

SEE ATTACHED EXHIBIT "A"

FURTHER AFFIANT SAYETH NAUGHT.

Affidavit of Interest in Real Property
STRAP: 07-46-24-00-00005.0000
Project: Gulf Waters RV Resort – Right of Way

STATE OF Michigan
COUNTY OF Kent

SWORN TO AND SUBSCRIBED before me this 21st day of February, 2007 by
~~MEMOR~~ MEMOR of Gulf Waters
(name of officer or agent, title of officer or agent) Wilbur A. Lettinga (name of
RV Resort, a Florida Limited Liability Company, on behalf
company acknowledged)

of the corporation.

(SEAL)

Linda L. Teunis
(Notary Signature)

LINDA L. TEUNIS
NOTARY PUBLIC KENT CO., MI
MY COMMISSION EXPIRES Sep 22, 2007

(Print, type or stamp name of Notary)

Personally known
OR Produced Identification _____
Type of Identification _____

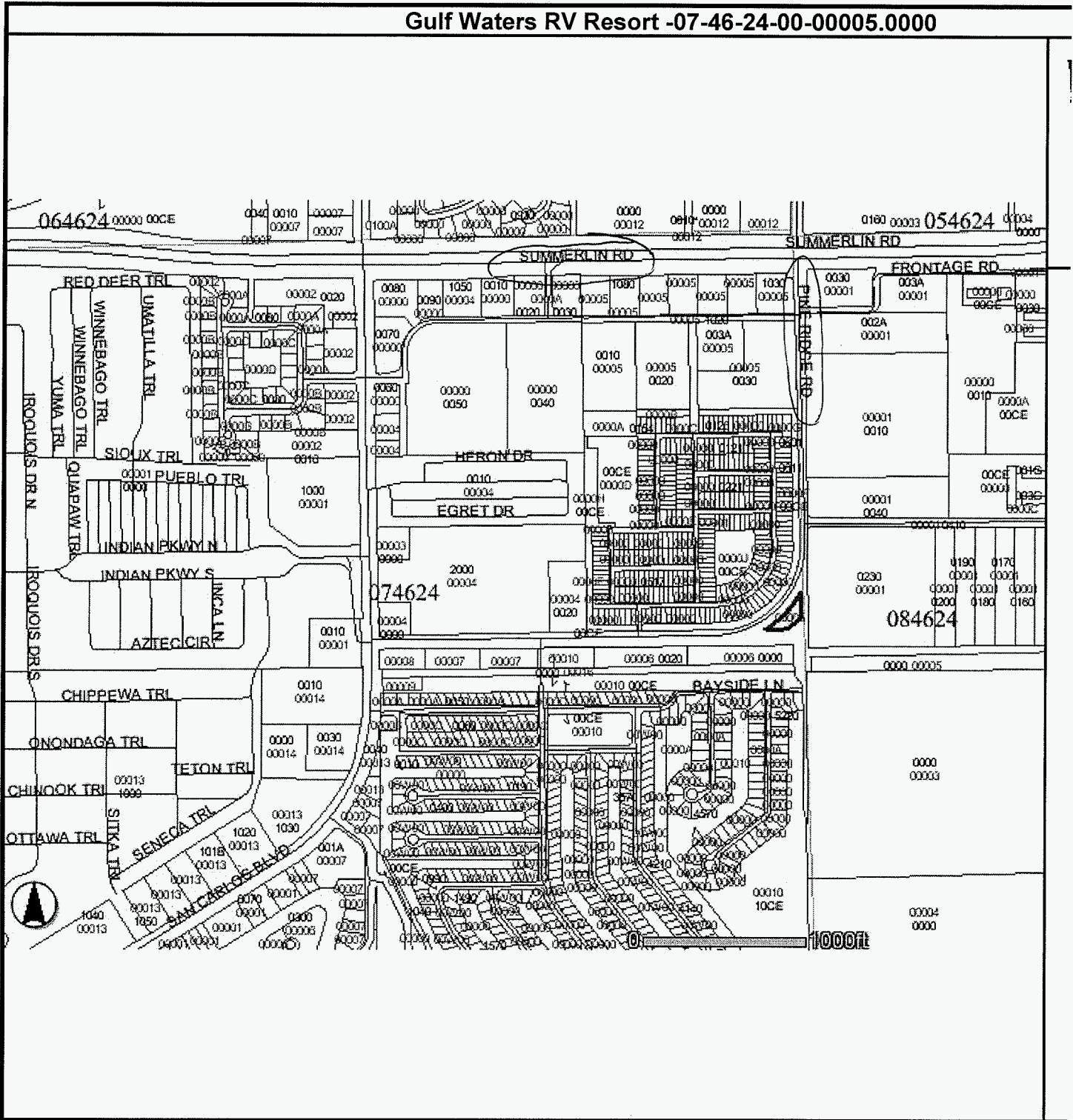
Exhibit A

Parcel C:

A parcel of land in Section 7, Township 46 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Commence at the southeast corner of the northeast quarter of Section 7, Township 46 South, Range 24 East, thence N 01°13'02" W along the east line of said northeast quarter for 225.00 feet to an intersection with the easterly extension of the north right of way line of Pine Ridge Road as shown on the right of way map thereof prepared by Starnes and Associates, Inc., for Lee County, D.O.T.; thence S 89°02'31" W along said north right of way line for 75.00 feet to the point of beginning of the herein described parcel of land; thence continue S 89°02'31" W along said north right of way line for 174.49 feet to an intersection with the arc of a circular curve concave to the northwest at a point bearing S 31°27'39" East from the radius point of said curve; thence northeasterly along the arc of said curve having for its elements a radius of 606.96 feet and a central angle of 30°37'40" for 324.45 feet to an intersection with the southerly extension of the west right of way line of the aforementioned Pine Ridge Road; thence S 01°13'02" east along said southerly extension for 179.91 feet; thence S 43°54'45" W for 70.55 feet to the point of beginning as per O.R. 1796, Pg 3546.

Gulf Waters RV Resort -07-46-24-00-0005.0000



5-Year Sales History

STRAP No. 07-46-24-00-00005.0000

Project – Right of Way Opportunities

Grantor	Grantee	Price	Date	Arms Length Y/N
Summerlin Associates	Gulf Waters RV Resort, LLC	\$12,000,000	December 2, 2003	Y

NOTE: Sale relates to "parent tract" of the subject parcel.