

WALK ON

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20070624

1. **ACTION REQUESTED/PURPOSE:** Adopt a Resolution of Exchange relating to property owned by CCF Associates, LLC and County owned property both located in Section 6, Township 45 South, Range 24 East to facilitate the Plantation Extension Project; authorize Chairman to execute all documents necessary to effectuate the exchange; authorize the Division of County Lands to handle and accept all documentation to complete this transaction.

2. **FUNDING SOURCE:** Fund: Central District Road Impact Fees; Program: Capital Projects; Project: Plantation Road Extension

3. **WHAT ACTION ACCOMPLISHES:** Exchange of property according to Statutory requirements.

4. **MANAGEMENT RECOMMENDATION:** Approve

5. **Departmental Category:** 06

6. **Meeting Date:** May 1, 2007
Date Critical

7. **Agenda:**
 Consent
 Administrative
 Appeals
 Public
 Walk-On

8. **Requirement/Purpose:** (specify)
Statute 125.37
Ordinance
Admin. Code
Other

9. **Request Initiated:**
Commissioner
Department Independent
Division County Lands
By: Karen Forsyth, Director

10. **Background:**

Negotiated For: Department of Transportation

The proposed exchange consists of a perpetual drainage easement on a parcel owned by CCF Associates, LLC, and fee interest in a parcel owned by the County. The perpetual drainage easement will provide the County with access to and use of approximately 1.46 acre/feet of excess water storage capacity in an approved private water management system. In exchange, the County will convey a 1.32± acre parcel acquired in 1978 for potential future needs and pay \$50,000.

Construction plans would have required acquisition of a 1.46 acre parcel for the purpose of drainage retention in this segment of the Plantation Extension project. As an alternative, the private water management system for the CCF property will accommodate the project drainage needs. Staff negotiated an agreement to exchange a 1.32 acre parcel of County owned land and \$50,000 for a drainage easement over the private water management system together with a 6,120 square foot easement to connecting the road project drainage system to the private water management system.

Staff Recommendation: Staff recommends the Board approve the action requested. Please refer to justification sheet attached hereto.

Account: 20406518823.506110

Attachments: Resolution of Exchange, Exchange Agreement (2 originals); County Deed; In-House Title Search; Location Map

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.	
K. Forsyth			BAO 4/24/07	Robert Snicker 4-24-07	4/24/07	4/24/07	4/24/07	4/24/07	4-25-07

12. **Commission Action:**

Approved
 Deferred
 Denied
 Other

Rec. by CoAtty
Date: 4/24/07
Time: 9:00 AM
Forwarded To: Admin

RECEIVED BY COUNTY ADMIN:
4/24/07 @ 1:05 PM
COUNTY ADMIN FORWARDED TO:
4/25/07
9:40 AM

Erschen, Leslie

From: Forsyth, Karen L
Sent: Monday, April 23, 2007 4:08 PM
To: Schweers, Molly
Cc: Carney, Shirley A.; Mcneill, Michele; Erschen, Leslie ; Clemens, Robert G.
Subject: Blue Sheet # 20070624: Request for WALK-ON
Importance: High

The referenced Blue Sheet is en route for approvals and will need to be included on the May 1, 2007 BOCC Agenda as a WALK-ON item.

Staff estimates a cost savings to the county in the amount of \$112,500 if the Action Requested is approved by the BOCC. In order to facilitate execution of the agreement by the county and confirmation back to the owner by the deadline imposed by the Owner in the agreement (as well as statutory advertising requirements), it is necessary for the Board to consider the Action Requested at their May 1, 2007 meeting.

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

Lic.Florida Broker; BK422511

Justification Sheet

With Exchange Agreement:

County Property: 1.32 acres (57,499.2 square feet) Parcel has only 9' wide access.
Estimated Value: \$230,000 (\$8/square foot* x 50% due to lack of access and limited exposure)

Savings attributed to open drainage vs. piped drainage - 32,500 (500 feet x \$65 per linear foot of pipe)
Cash contribution + 50,000
TOTAL \$247,500

Without Exchange Agreement:

1.46 acres (63,597.6 square feet) x \$11/square foot* x 50% Drainage Easement Interest

\$350,000 land value
10,000 fees and costs
TOTAL \$360,000

\$ 360,000
- 247,500
\$ 112,500 Estimated cost savings due to exchange

NOTE: * Per Square Foot Values are based up appraisal data in reports prepared for this project.

RESOLUTION OF EXCHANGE

WHEREAS, CCF Associates, LLC, a Washington Limited Liability Company, owner of property in Section 6, Township 45 South, Range 25 East desires to exchange an perpetual drainage easement for a 1.32± acre County owned parcel plus \$50,000; and

WHEREAS, the Board of County Commissioners entered into the Agreement for Exchange of Real Estate on _____, 2007; and

WHEREAS, based upon the terms of this agreement, County staff has determined that the 1.32± acre County owned parcel previously conveyed to the County by instrument recorded at O.R. Book 1262, Page 156, Public Records of Lee County, Florida, will not be necessary for County purposes; and

WHEREAS, this exchange would provide the County with a new public drainage easement to serve the needs of the County, the Plantation Extension Project, and adjacent properties; and

WHEREAS, an exchange is of mutual benefit to the owner and the public; and

WHEREAS, the proposed exchange was advertised and approved after full consideration by the Board of County Commissioners.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS that:

1. An exchange will be accomplished by the execution and recording of documents as indicated below:

- a. County deed to CCF Associates, LLC, for the property being more particularly described in the attached Exhibit "B".

- b. Non-Exclusive Perpetual Drainage Easement from CCF Associates, LLC, to Lee County, a political subdivision of the State of Florida, for a new public drainage easement over certain property being more particularly described in the attached Exhibit "A".

2. Lee County Staff has the authority to take all action necessary to complete the exchange and to close the transaction. The Chairman may execute the necessary documents on behalf of the Board.

The foregoing Resolution was offered by Commissioner _____, who moved its adoption. The motion was seconded by Commissioner _____, and, being put to a vote, the vote was as follows:

Robert P. Janes	_____
Brian Bigelow	_____
Ray Judah	_____
Tammara A. Hall	_____
Franklin Mann	_____

DULY PASSED AND ADOPTED THIS _____ day of _____, 2007.

ATTEST

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Office of the County Attorney

Exhibit A

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 6, Township 45 South, Range 25 East, being more particularly described as follows:

Commencing at the Northeast corner of said Section 6 run South 00° 52' 17" East along the East line of Section 6 for 125 feet to a point on the Southerly right of Colonial Boulevard; thence South 88° 55' 50" West 507.90 feet, thence continue along said Southerly right of way South 88° 55' 50" West for a distance of 1805.16 feet; to the Point of Beginning, thence run South 00° 51' 15" East for a distance of 1198.28 feet thence run South 88° 52' 03" West for a distance of 330.25 feet; thence run South 00° 51' 06" East for a distance of 341.55 feet; thence run North 81° 24' 07" West for a distance of 152.05 feet, thence in a Southerly direction approximately 670 feet; thence in a South 81° 24' 07" E approximately 166 feet; thence in a Northeasterly direction along a curve to the right 83.77 feet; thence North 54° 18' 38" East a distance of 796.49 feet; thence North 54° 18' 38" West for 598.29 feet; thence North 00° 51' 15" West for 852.09 feet to the Southerly right of way of Colonial Boulevard; thence S 88° 55' 50" W 324.77 feet to the Point of Beginning.

Exhibit B

The West 10 feet of the South 965 feet of the North 1175 feet and the South 145 feet of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 6, Township 45 South, Range 25 East, Lee County, Florida LESS AND EXCEPT that portion described in Official Record Book 2614, page 3051, Public Records of Lee County, Florida.

THIS INSTRUMENT PREPARED BY:

Lee County Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902

Strap No.: 06-45-25-P2-00002.0160 and
06-45-25-P2-00006.0010

AGREEMENT FOR EXCHANGE OF REAL ESTATE

THIS AGREEMENT is for the exchange of real property between **CCF Associates, LLC, a Washington Limited Liability Company, successor by conversion to CCF Associates LP, a California Limited Partnership**, whose address is 282 Barnard Avenue, San Jose, CA 95125 (Owner), and **Lee County, a political subdivision of the State of Florida**, whose mailing address is Post Office Box 398, Fort Myers, Florida 33902-0398 (County), as follows:

1. **PURPOSE:** The purpose of this Agreement is to facilitate the smooth exchange of property relating to Plantation Extension Project 4065.
2. **AGREEMENT TO EXCHANGE:** In consideration of this Agreement and subject to the terms and conditions set forth below, the parties agree as follows:
 - a. Owner to County: Owner will grant a Non-Exclusive Perpetual Drainage Easement as set forth in Exhibit "X" to County over Owner's property legally described in attached Exhibit "A".
 - b. County to Owner: County will convey by County Deed to Owner, County's property legally described in attached Exhibit "B".
 - c. County to pay owner the sum of Fifty Thousand Dollars (\$50,000).
 - d. County is responsible for initial construction of the drainage outfall and retention area in accordance with and as depicted in the Plantation Road Widening Project Plans prepared by T.Y. LIN International and last revised on _____, 2007. It being understood, a portion of the drainage outfall will consist of closed drainage and the remaining drainage outfall will consist of open drainage in accordance with and as depicted in the aforementioned Plans herein. All excavated material will be retained on Owner's Property and will not be removed by County.

- e. County will construct road improvements for the Plantation Extension Project 4065 in accordance with and as depicted in the Plantation Road Widening Project Plans prepared by T.Y.LIN International last revised on _____, 2007.
- f. Upon request by the Owner, the County will not unreasonably withhold approval to relocate the easement. Relocation of the easement will be at the sole expense of the Owner.
- g. Within ten (10) days from the date of this agreement, County agrees to provide and deliver to Owner a copy of such recent Plans referenced in accordance with subparagraph d and e herein. Owner will have ten (10) days from such delivery date for review and approval, which such approval by Owner shall not be unreasonably withheld.

3. EVIDENCE OF TITLE: Owner will provide certification of title for Owner's property in a form satisfactory to the County. Certification must 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. One copy of each document constituting an exception to good and marketable title must accompany the certificate.

Prior to closing, County will have a reasonable time to examine the title and documents establishing legal access to the property. If County discovers defects in the title or legal access, County will notify Owner in writing of the defects. Owner will make a prompt and diligent effort to correct the defects. If Owner fails to correct the defects within sixty (60) days after notice, County may elect to accept the property in its existing condition or terminate this Agreement without obligation

County will comply with all statutory requirements for conveyance of County owned lands and will provide certification of title for County's property in a form satisfactory to the Owner. Certification must 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. One copy of each document constituting an exception to good and marketable title must accompany the certificate.

Prior to closing, Owner will have a reasonable time to examine the title and documents. If Owner discovers defects in the title, Owner will notify County in writing of the defects. County will make a prompt and diligent effort to correct the defects. If Owner fails to correct the defects within sixty (60) days after notice, Owner may elect to accept the property in its existing condition or terminate this Agreement without obligation.

4. CONDITION OF PROPERTY; RISK OF LOSS: The parties have inspected the properties to be conveyed and agree to accept them as is, or as otherwise provided in this Agreement. Any loss or damage to the properties to be conveyed occurring between the date this Agreement is executed and the closing date will be at the current property Owner's sole risk and expense. In the event either of the properties to be conveyed are damaged, either or both parties may agree to accept the damaged property or cancel this Agreement without objection.

5. DOCUMENTS AND EXPENSES:

a. It is Owner's responsibility to pay for and provide:

- (1) a Non-Exclusive Perpetual Drainage Easement and an affidavit regarding liens, possession and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (2) any documents necessary to effect a partial release, satisfaction or subordination of mortgage;
- (3) all taxes or special assessments attributable to the property described in Exhibit "A", due and payable on or before the closing date;
- (4) documentary stamp taxes on the deed from the County to Owner;
- (5) Owner's attorney's fees or real estate broker fees;

b. It is the County's responsibility to provide and pay for:

- (1) a statutory County Deed;
- (2) recording fees for County Deed and Non-Exclusive Perpetual Easement;
- (3) documentary stamp taxes on deed from Owner to County;

6. SURVEY: Owner will, at their own expense, provide County with a survey of the Easement to be conveyed.

Owner may, at their own expense, obtain a survey of the County Property to be conveyed. If the survey reveals a discrepancy in the size or dimensions of the County Property or shows encroachments onto the property, or that property improvements encroach onto adjacent lands, or identifies violations of recorded covenants or the terms of this Agreement, then upon notice, either party may elect to treat the discrepancies, violations or encroachments as a title defect.

7. ENVIRONMENTAL AUDIT: Either party may, at their own expense, perform or have performed an environmental audit of the property to be conveyed. If the audit identifies environmental problems unacceptable to the party performing the audit, that party may elect to accept the property in its existing condition or terminate this Agreement without obligation.

8. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. Execution of this document constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns. Owner reserves the right to withdraw consent to this agreement if not signed by the County and a duplicate original returned to the Owner on or before 60 days from the date signed by Owner.

9. DATE AND LOCATION OF CLOSING: The closing for this transaction will take place at the Lee County Office of County Lands on or before 30 days from the date this Agreement is executed, or as otherwise mutually agreed by the parties. Closing will occur after the statutory public notice for Resolution of Exchange has been published and the Board adopts a Resolution authorizing the exchange.

10. ATTORNEY'S FEES: The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.

11. REAL ESTATE BROKERS: Owner agrees to indemnify and hold County harmless for any real estate broker claims made by or through owner.

12. AMENDMENT; OTHER AGREEMENTS: Any amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties.

DATED: March 14, 2007

Augustino Carcione Sr.

OWNER: CCF Associates, LLC,
a Washington Limited Liability Company,
successor by conversion to CCF Associates LP,
a California Limited Partnership

Charles E. Mayhugh, Jr.
Witness signature
Charles E. Mayhugh, Jr.
Printed name

By: Augustino Carcione Sr.
Managing Member

Burliem Stafford
Witness signature
Bur
Printed name

DATED: _____

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONS

BY: _____
Deputy Clerk

BY: _____
Chairman

Approved as to form by:

County Attorney's Office

Exhibit A

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 6, Township 45 South, Range 25 East, being more particularly described as follows:

Commencing at the Northeast corner of said Section 6 run South $00^{\circ} 52' 17''$ East along the East line of Section 6 for 125 feet to a point on the Southerly right of Colonial Boulevard; thence South $88^{\circ} 55' 50''$ West 507.90 feet, thence continue along said Southerly right of way South $88^{\circ} 55' 50''$ West for a distance of 1805.16 feet; to the Point of Beginning, thence run South $00^{\circ} 51' 15''$ East for a distance of 1198.28 feet thence run South $88^{\circ} 52' 03''$ West for a distance of 330.25 feet; thence run South $00^{\circ} 51' 06''$ East for a distance of 341.55 feet; thence run North $81^{\circ} 24' 07''$ West for a distance of 152.05 feet, thence in a Southerly direction approximately 670 feet; thence in a South $81^{\circ} 24' 07''$ E approximately 166 feet; thence in a Northeasterly direction along a curve to the right 83.77 feet; thence North $54^{\circ} 18' 38''$ East a distance of 796.49 feet; thence North $54^{\circ} 18' 38''$ West for 598.29 feet; thence North $00^{\circ} 51' 15''$ West for 852.09 feet to the Southerly right of way of Colonial Boulevard; thence S $88^{\circ} 55' 50''$ W 324.77 feet to the Point of Beginning.

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Exhibit "X"

THIS INSTRUMENT PREPARED BY:

Lee County Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902

Strap Nos.: 06-45-25-P2-00002.0160
06-45-25-P2-00006.0010

NON-EXCLUSIVE PERPETUAL DRAINAGE EASEMENT

This indenture is made this ___ day of _____, 20___ between CCF ASSOCIATES, LLC, a Washington Limited Liability Company, successor by conversion to CCF Associates LP, a California Limited Partnership, whose address is 282 Barnard Avenue, San Jose, California 95125 (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, Post Office Box 398, Fort Myers, Florida, 33902 (Grantee), as follows:

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive perpetual drainage easement over that portion of the surface water management system on Grantor's property identified in South Florida Water Management District General Permit and Stormwater Discharge Certification No. _____, and more particularly described as:

SEE EXHIBIT "A" ATTACHED

This easement includes the right to use the water management system to store water quality volumes in accordance with the South Florida Water Management District Permit Application #031224-12 and subsequent permit requirements applicable to the improvements associated with the Plantation Road Extension, Lee County Project 4065. Grantee has the right and authority to maintain the water management system within the easement area, including the right to enter upon Grantor's lands, in the event the Grantor fails to properly maintain the system so that it will continuously accommodate the off-site water volume storage required by the Plantation Road Extension, Lee County Project 4065. However, primary maintenance responsibility rests with Grantor, their successors or assigns.

Grantor warrants that subject to existing easements, if any, for public highways, roads, railroads, laterals, ditches, pipelines and electrical transmission and/or distribution lines and telephone and cable television lines covering the land described above, Grantor is lawfully possessed of the land and has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances except as recorded in the public records.

County is responsible for initial construction of the drainage outfall and retention area in accordance with and as depicted in the Plantation Road Widening Project Plans prepared by T.Y. LIN International. All excavated material will be retained on Owner's Property and will not be removed by County.

Upon request by the Owner, the County will not unreasonably withhold approval to relocate the easement. Relocation of the easement will be at the sole expense of the Owner.

This easement runs with the land and is binding on the parties, their successors and assigns.

Dated: _____, 20__

CCF ASSOCIATES, LLC, a Washington
Limited Liability Company, successor by
conversion to CCF Associates LP, a
California Limited Partnership

1st Witness Signature

Printed Name and Title

Printed Name of 1st Witness

2nd Witness Signature

Printed Name of 2nd Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, on behalf of the company. They are personally known
to me or have produced the following identification: _____.

Notary Signature

Printed Name

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman or Vice Chairman

APPROVED AS TO FORM

By: _____
County Attorney's Office

Exhibit A

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Fort Myers, Florida 33902

Strap No.: 06-45-25-P2-00002.0160 and
06-45-25-P2-00006.0010

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- g. Within ten (10) days from the date of this agreement, County agrees to provide and deliver to Owner a copy of such recent Plans referenced in accordance with subparagraph d and e herein. Owner will have ten (10) days from such delivery date for review and approval, which such approval by Owner shall not be unreasonably withheld.

3. EVIDENCE OF TITLE: Owner will provide certification of title for Owner's property in a form satisfactory to the County. Certification must 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. One copy of each document constituting an exception to good and marketable title must accompany the certificate.

Prior to closing, County will have a reasonable time to examine the title and documents establishing legal access to the property. If County discovers defects in the title or legal access, County will notify Owner in writing of the defects. Owner will make a prompt and diligent effort to correct the defects. If Owner fails to correct the defects within sixty (60) days after notice, County may elect to accept the property in its existing condition or terminate this Agreement without obligation

County will comply with all statutory requirements for conveyance of County owned lands and will provide certification of title for County's property in a form satisfactory to the Owner. Certification must 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. One copy of each document constituting an exception to good and marketable title must accompany the certificate.

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5. DOCUMENTS AND EXPENSES:

a. It is Owner's responsibility to pay for and provide:

- (1) a Non-Exclusive Perpetual Drainage Easement and an affidavit regarding liens, possession and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (2) any documents necessary to effect a partial release, satisfaction or subordination of mortgage;
- (3) all taxes or special assessments attributable to the property described in Exhibit "A", due and payable on or before the closing date;
- (4) documentary stamp taxes on the deed from the County to Owner;
- (5) Owner's attorney's fees or real estate broker fees;

b. It is the County's responsibility to provide and pay for:

- (1) a statutory County Deed;
- (2) recording fees for County Deed and Non-Exclusive Perpetual Easement;
- (3) documentary stamp taxes on deed from Owner to County;

6. SURVEY: Owner will, at their own expense, provide County with a survey of the Easement to be conveyed.

Owner may, at their own expense, obtain a survey of the County Property to be conveyed. If the survey reveals a discrepancy in the size or dimensions of the County Property or shows encroachments onto the property, or that property improvements encroach onto adjacent lands, or identifies violations of recorded covenants or the terms of this Agreement, then upon notice, either party may elect to treat the discrepancies, violations or encroachments as a title defect.

7. ENVIRONMENTAL AUDIT: Either party may, at their own expense, perform or have performed an environmental audit of the property to be conveyed. If the audit identifies environmental problems unacceptable to the party performing the audit, that party may elect to accept the property in its existing condition or terminate this Agreement without obligation.

8. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. Execution of this document constitutes an agreement for the exchange of property binding upon the parties, their successors and assigns. Owner reserves the right to withdraw consent to this agreement if not signed by the County and a duplicate original returned to the Owner on or before 60 days from the date signed by Owner.

9. DATE AND LOCATION OF CLOSING: The closing for this transaction will take place at the Lee County Office of County Lands on or before 30 days from the date this Agreement is executed, or as otherwise mutually agreed by the parties. Closing will occur after the statutory public notice for Resolution of Exchange has been published and the Board adopts a Resolution authorizing the exchange.

10. ATTORNEY'S FEES: The prevailing party in any litigation concerning this Agreement is entitled to recover reasonable attorney's fees and costs.

11. REAL ESTATE BROKERS: Owner agrees to indemnify and hold County harmless for any real estate broker claims made by or through owner.

12. AMENDMENT; OTHER AGREEMENTS: Any amendments to the provisions of the Agreement must be in writing, attached and incorporated into this document and signed or initialed by all parties. This Agreement represents the entire agreement between the parties.

DATED: March 14, 2007

Augustino Carcione Sr.

OWNER: CCF Associates, LLC,
a Washington Limited Liability Company,
successor by conversion to CCF Associates LP,
a California Limited Partnership

Charles E. Mayhugh, Jr.
Witness signature
Charles E. Mayhugh, Jr.
Printed name

By: Augustino Carcione Sr.
Managing Member

Burlien Stafford
Witness signature
Burlien Stafford
Printed name

DATED: _____

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, by its
BOARD OF COUNTY COMMISSIONS

BY: _____
Deputy Clerk

BY: _____
Chairman

Approved as to form by:

County Attorney's Office

Exhibit A

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 6, Township 45 South, Range 25 East, being more particularly described as follows:

Commencing at the Northeast corner of said Section 6 run South 00° 52' 17" East along the East line of Section 6 for 125 feet to a point on the Southerly right of Colonial Boulevard; thence South 88° 55' 50" West 507.90 feet, thence continue along said Southerly right of way South 88° 55' 50" West for a distance of 1805.16 feet; to the Point of Beginning, thence run South 00° 51' 15" East for a distance of 1198.28 feet thence run South 88° 52' 03" West for a distance of 330.25 feet; thence run South 00° 51' 06" East for a distance of 341.55 feet; thence run North 81° 24' 07" West for a distance of 152.05 feet, thence in a Southerly direction approximately 670 feet; thence in a South 81° 24' 07" E approximately 166 feet; thence in a Northeasterly direction along a curve to the right 83.77 feet; thence North 54° 18' 38" East a distance of 796.49 feet; thence North 54° 18' 38" West for 598.29 feet; thence North 00° 51' 15" West for 852.09 feet to the Southerly right of way of Colonial Boulevard; thence S 88° 55' 50" W 324.77 feet to the Point of Beginning.

Exhibit B

The West 10 feet of the South 965 feet of the North 1175 feet and the South 145 feet of the West ½ of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 6, Township 45 South, Range 25 East, Lee County, Florida LESS AND EXCEPT that portion described in Official Record Book 2614, page 3051, Public Records of Lee County, Florida.

Exhibit "X"

THIS INSTRUMENT PREPARED BY:

Lee County Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902

Strap Nos.: 06-45-25-P2-00002.0160
06-45-25-P2-00006.0010

NON-EXCLUSIVE PERPETUAL DRAINAGE EASEMENT

This indenture is made this ___ day of _____, 20___ between CCF ASSOCIATES, LLC, a Washington Limited Liability Company, successor by conversion to CCF Associates LP, a California Limited Partnership, whose address is 282 Barnard Avenue, San Jose, California 95125 (Grantor), and LEE COUNTY, a political subdivision of the State of Florida, Post Office Box 398, Fort Myers, Florida, 33902 (Grantee), as follows:

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a non-exclusive perpetual drainage easement over that portion of the surface water management system on Grantor's property identified in South Florida Water Management District General Permit and Stormwater Discharge Certification No. _____, and more particularly described as:

SEE EXHIBIT "A" ATTACHED

This easement includes the right to use the water management system to store water quality volumes in accordance with the South Florida Water Management District Permit Application #031224-12 and subsequent permit requirements applicable to the improvements associated with the Plantation Road Extension, Lee County Project 4065. Grantee has the right and authority to maintain the water management system within the easement area, including the right to enter upon Grantor's lands, in the event the Grantor fails to properly maintain the system so that it will continuously accommodate the off-site water volume storage required by the Plantation Road Extension, Lee County Project 4065. However, primary maintenance responsibility rests with Grantor, their successors or assigns.

Grantor warrants that subject to existing easements, if any, for public highways, roads, railroads, laterals, ditches, pipelines and electrical transmission and/or distribution lines and telephone and cable television lines covering the land described above, Grantor is lawfully possessed of the land and has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances except as recorded in the public records.

County is responsible for initial construction of the drainage outfall and retention area in accordance with and as depicted in the Plantation Road Widening Project Plans prepared by T.Y. LIN International. All excavated material will be retained on Owner's Property and will not be removed by County.

Upon request by the Owner, the County will not unreasonably withhold approval to relocate the easement. Relocation of the easement will be at the sole expense of the Owner.

This easement runs with the land and is binding on the parties, their successors and assigns.

Dated: _____, 20__

CCF ASSOCIATES, LLC, a Washington
Limited Liability Company, successor by
conversion to CCF Associates LP, a
California Limited Partnership

1st Witness Signature

Printed Name and Title

Printed Name of 1st Witness

2nd Witness Signature

Printed Name of 2nd Witness

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this ____ day of _____,
20__ by _____, on behalf of the company. They are personally known
to me or have produced the following identification: _____.

Notary Signature

Printed Name

ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY BOARD OF
COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman or Vice Chairman

APPROVED AS TO FORM

By: _____
County Attorney's Office

Exhibit A

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 6, Township 45 South, Range 25 East, being more particularly described as follows:

Commencing at the Northeast corner of said Section 6 run South $00^{\circ} 52' 17''$ East along the East line of Section 6 for 125 feet to a point on the Southerly right of Colonial Boulevard; thence South $88^{\circ} 55' 50''$ West 507.90 feet, thence continue along said Southerly right of way South $88^{\circ} 55' 50''$ West for a distance of 1805.16 feet; to the Point of Beginning, thence run South $00^{\circ} 51' 15''$ East for a distance of 1198.28 feet thence run South $88^{\circ} 52' 03''$ West for a distance of 330.25 feet; thence run South $00^{\circ} 51' 06''$ East for a distance of 341.55 feet; thence run North $81^{\circ} 24' 07''$ West for a distance of 152.05 feet, thence in a Southerly direction approximately 670 feet; thence in a South $81^{\circ} 24' 07''$ E approximately 166 feet; thence in a Northeasterly direction along a curve to the right 83.77 feet; thence North $54^{\circ} 18' 38''$ East a distance of 796.49 feet; thence North $54^{\circ} 18' 38''$ West for 598.29 feet; thence North $00^{\circ} 51' 15''$ West for 852.09 feet to the Southerly right of way of Colonial Boulevard; thence S $88^{\circ} 55' 50''$ W 324.77 feet to the Point of Beginning.

This Instrument Prepared by:
DIVISION OF COUNTY LANDS
Post Office Box 398
Fort Myers, Florida 33902-0398

STRAP No. 06-45-25-P2-00006.0010

THIS SPACE FOR RECORDING

**COUNTY DEED
(Statutory)**

THIS DEED, executed this ___ day of _____, 2007, by **LEE COUNTY, FLORIDA, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA**, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, COUNTY, to **CCF ASSOCIATES, LLC, a Washington Limited Liability Company**, whose address is 282 Barnard Avenue, San Jose, California 95125, Grantee.

WITNESSETH: The COUNTY, for and in consideration of the sum of Ten (\$10.00) Dollars to it in hand paid by the Grantee, receipt whereof is hereby acknowledged, has granted, bargained and sold to the Grantee, its heirs and assigns forever, the following described land, lying and being in Lee County, Florida:

SEE ATTACHED EXHIBIT "B"

This transfer expressly includes any right or interest the County may hold under FS s.270.11 with respect to petroleum, phosphate, metal, or minerals in, on, or under the subject parcel.

This grant conveys only the interest of the County and its Board of County Commissioners in the property herein described, and does not warrant the title or represent any state of facts concerning the title.

IN WITNESS WHEREOF the COUNTY has caused these presents to be executed in its name by its Board of County Commissioners acting by the Chair or Vice Chair of said Board, the day and year above.

(OFFICIAL SEAL)
ATTEST:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO LEGAL FORM:

Office of County Attorney

Exhibit B

The West 10 feet of the South 965 feet of the North 1175 feet and the South 145 feet of the West ½ of the West ½ of the Northwest ¼ of the Northeast ¼ of Section 6, Township 45 South, Range 25 East, Lee County, Florida LESS AND EXCEPT that portion described in Official Record Book 2614, page 3051, Public Records of Lee County, Florida.

Division of County Lands

Ownership & Easement Search

Search No. 06-45-25-P2-00002.0160

Date: April 1, 2005

Parcel: 104

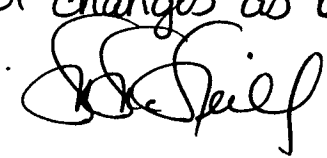
Project: Plantation Extension, Project 4065

To: Michele S. McNeill, SR/WA
Property Acquisition Agent

From: Kenneth Pitt
Title Examiner



STRAP: 06-45-25-P2-00002.0160

No other changes as of
4/9/07. 

Effective Date: March 1, 2005, at 5:00 p.m.

Subject Property: See Attached Schedule.

Title to the subject property is vested in the following:
CCF Associates, LLC, a Washington Limited Liability Company, successor by conversion from CCF Associates, LP (a California Limited Partnership).

by that certain instrument dated December 1, 1999, recorded December 13, 1999, in Official Record Book 3198, Page 3901, Public Records of Lee County, Florida.

by that certain instrument dated March 7, 2000, recorded March 24, 2000, in Official Record Book 3235, Page 583, Public Records of Lee County, Florida.

by that certain instrument dated March 7, 2000, recorded March 24, 2000, in Official Record Book 3235, Page 587, Public Records of Lee County, Florida.

by that certain instrument dated March 7, 2000, recorded March 24, 2000, in Official Record Book 3235, Page 608, Public Records of Lee County, Florida.

by that certain instrument dated 8/18/05 recorded 5/10/06 in Inst. # 2006000191173

Easements: 1): Subject to a easement granted to the Florida Power & Light Company, recorded in Miscellaneous Book 32 Page 249, Public Records of Lee County, Florida.

2): Subject to an Easement Agreement, recorded in Official Record Book 3177 Page 4382, Public Records of Lee County, Florida. Said agreement fails to include exhibits that are cited therein.

3): Subject to an Easement Agreement, recorded in Official Record Book 3177 Page 4386, Public Records of Lee County, Florida. Two of the easements contained in said agreement are Access Easements one runs along the Southeasterly line of the subject property and is 50 feet in width, the other runs along the Northerly line and is 40 feet in width. There is also a Drainage Easement 50 feet in width located in the Southwesterly portion of the subject property.

Division of County Lands

Ownership & Easement Search

Search No. 06-45-25-P2-00002.0160

Date: April 1, 2005

Parcel: 104

Project: Plantation Extension, Project
4065

4): Subject to a Frontage Road Construction and Use Agreement, recorded in Official Record Book 3285 Page 1849, Public Records of Lee County, Florida. Said agreement affects the Northwesterly corner of the subject property.

5): Subject to a Grant of Roadway Dedication, which conveys a small portion of the subject property that lies within the proposed alignment for the Plantation Road Extension to the City of Fort Myers, the City desires to utilize the land for the purpose of ingress, egress, drainage and public utilities, recorded in Official Record Book 4507 Page 3356, Public Records of Lee County, Florida.

Note 1): Subject property is not encumbered by a mortgage found of record.

Note 2): Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection, recorded in Official Record Book 2189 Page 3281 and amended by Official Record Book 2189 Page 3334, Public Records of Lee County, Florida.

Note 3): The description of the subject property may differ from how the lot was split from the parent tract, an accurate survey of the property should be obtained to determine a more accurate legal description. The lot has recently been changed from the previous Tax Map, but there is no record of Lot Split and no legal accurate legal description found of record.

Tax Status: \$47.74 paid on 11-30-04 for Tax Year 2004.

(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 nor warranty as to its accuracy.

Division of County Lands**Ownership & Easement Search**

Search No. 06-45-25-P2-00002.0160

Date: April 1, 2005

Parcel: 104

Project: Plantation Extension, Project
4065**Schedule A**

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 6, Township 45 South, Range 25 East, being more particularly described as follows:

Commencing at the corner of said Section 6 run South 00° 52' 17" East along the East line of Section 6 for 125 feet to a point on the Southerly right of Colonial Boulevard; thence South 88° 55' 50" West 507.90 feet, thence continue along said Southerly right of way South 88° 55' 50" West for a distance of 1805.16 feet; to the Point of Beginning, thence run South 00° 51' 15" East for a distance of 1198.28 feet thence run South 88° 52' 03" West for a distance of 330.25 feet; thence run South 00° 51' 06" East for a distance of 341.55 feet; thence run North 81° 24' 07" West for a distance of 152.05 feet, thence in a Southerly direction approximately 670 feet; thence in a South 81° 24' 07" E approximately 166 feet; thence in a Northeasterly direction along a curve to the right 83.77 feet; thence North 54° 18' 38" East a distance of 796.49 feet; thence North 54° 18' 38" West for 598.29 feet; thence North 00° 51' 15" West for 852.09 feet to the Southerly right of way of Colonial Boulevard; thence S 88° 55' 50" W 324.77 feet to the Point of Beginning.

Division of County Lands

In House Title Search

Search No. 06-45-25-P2-00006.0010

Date: December 7, 2005

Parcel:

Project: Plantation Extension, Project 4065

No changes as of 4/9/07

To: Michele S. McNeill-Despot, SR/WA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 06-45-25-P2-00006.0010

This search covers the period of time from January 1, 1940, at 8:00 a.m. to September 28, 2005 at 5:00 p.m.

Subject Property: See attached Exhibit "A"

Title to the subject property is vested in the following: **Lee County, a political subdivision of the State of Florida**

by that certain instrument dated February 27, 1978, recorded March 29, 1978, in Official Record Book 1262, Page 156, less that parcel as conveyed by instrument dated March 31, 1995, recorded July 5, 1995, in Official Record Book 2614, Page 3051, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. 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.

Note: There does not appear to be access to and from Colonial Boulevard.

Tax Status: No taxes are assessed to this parcel.

(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 nor warranty as to its accuracy.

Exhibit "A"

The West 10 feet of the South 965 feet of the North 1,175 feet and the South 145 feet of the West $\frac{1}{2}$ of the West $\frac{1}{2}$ of the Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ in Section 6, Township 45 South, Range 25 East, Lee County, Florida containing approximately 57,500 square feet or 1.32 acres \pm .

LESS AND EXCEPT THE FOLLOWING DESCRIBED PARCEL:

DESCRIPTION
0.75 FOOT ENCROACHMENT STRIP
IN
NORTHWEST QUARTER (NW 1/4), NORTHEAST QUARTER (NE 1/4)
SECTION 6, TOWNSHIP 45 SOUTH, RANGE 25 EAST
CITY OF FORT MYERS, LEE COUNTY, FLORIDA

A STRIP OF LAND 0.75 FEET WIDE LYING IN SAID SECTION 6 MORE PARTICULARLY DESCRIBED AS FOLLOWS:

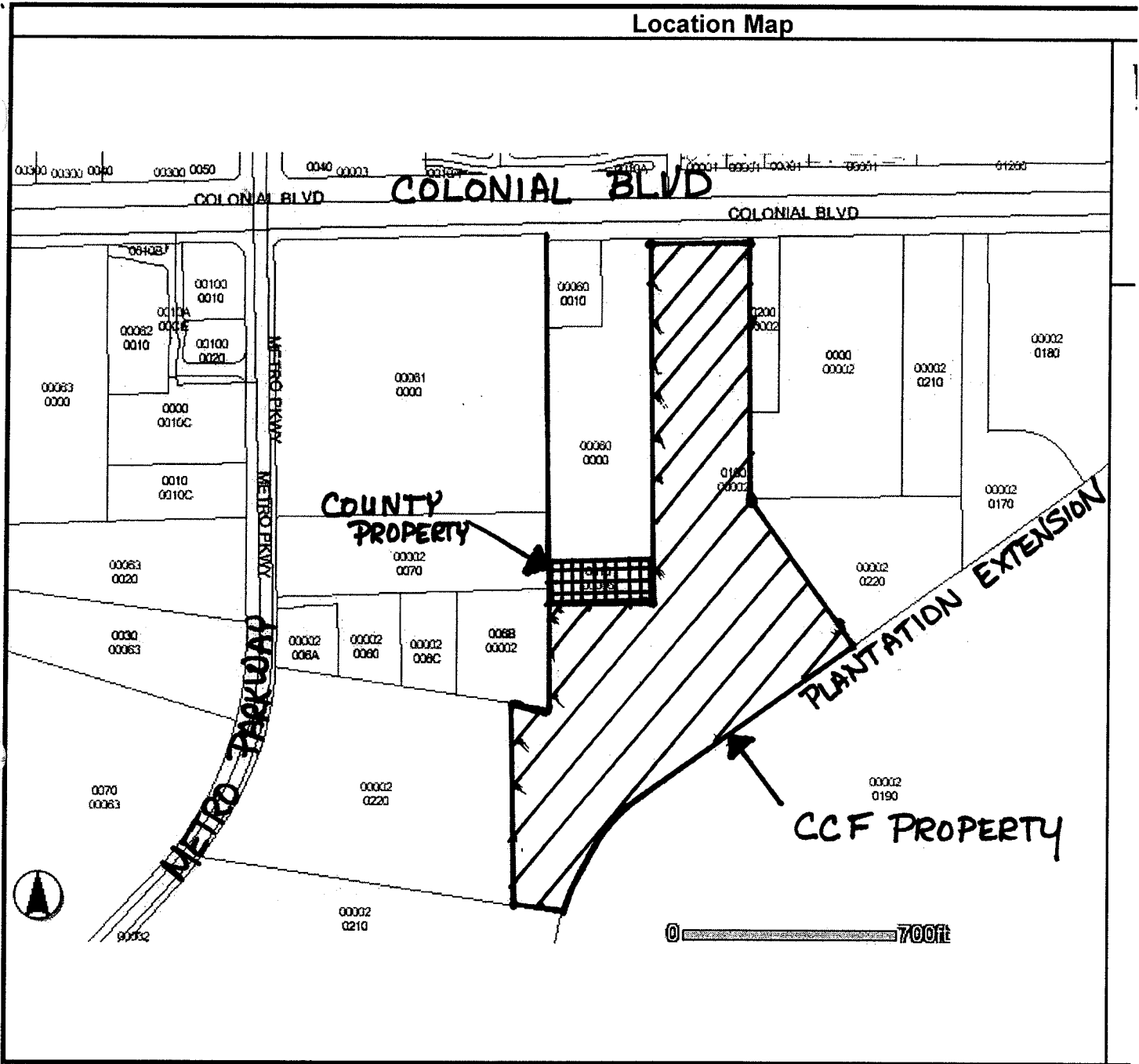
COMMENCING AT A FOUND IRON PIN (5/8") STAMPED "DHE. INC., LB #734" MARKING THE NORTHWEST CORNER OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 6 THENCE SOUTH 00°50'38" EAST ALONG THE WEST LINE OF SAID FRACTION OF A SECTION FOR 125.00 FEET TO THE SOUTH LINE OF COLONIAL BOULEVARD (250 FEET WIDE) THENCE NORTH 88°56'31" EAST ALONG SAID SOUTH LINE FOR 185.00 FEET TO THE NORTHEAST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2125 AT PAGE 2437, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH 00°50'38" EAST ALONG THE EAST LINE OF SAID LANDS FOR 285.00 FEET TO THE SOUTHEAST CORNER OF SAID LANDS THENCE SOUTH 88°56'31" WEST ALONG THE SOUTH LINE OF SAID LANDS FOR 175.00 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 00°50'38" EAST ALONG THE EAST LINE OF LEE COUNTY LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 1262 AT PAGE 156 OF SAID PUBLIC RECORDS FOR 765.00 FEET TO THE SOUTHWEST CORNER OF LANDS AS DESCRIBED IN OFFICIAL RECORDS BOOK 2352 AT PAGE 0992 OF SAID PUBLIC RECORDS; THENCE SOUTH 88°56'31" WEST FOR 0.75 FEET; THENCE NORTH 00°50'38" WEST ALONG A LINE WHICH IS PARALLEL TO AND 0.75 FEET WEST OF (AS MEASURED AT RIGHT ANGLES) THE SAID EAST LINE OF LEE COUNTY LANDS FOR 765.00 FEET, THENCE NORTH 88°56'31" EAST FOR 0.75 FEET TO THE POINT OF BEGINNING.

(STRIP CONTAINS 573 SQUARE FEET MORE OR LESS).

SUBJECT TO ALL SETBACKS, EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHT OF WAYS OF RECORD.

BEARING MENTIONED HEREIN ABOVE ARE ASSUMED BASED ON THE CENTERLINE OF COLONIAL BOULEVARD BEING NORTH 88°56'31" EAST.

Location Map



Location Map

