

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

Blue Sheet No. 20070722

1. ACTION REQUESTED/PURPOSE: Accept warranty deeds for turn lanes and roundabout segments along Sandy Lane/Via Coconut Point, within construction Phase II between Williams Road and Corkscrew Road, from Stephanie Miller, Trustee. Authorize the County Attorney's Office to accept and record documents related to the right-of-way transaction.

2. FUNDING SOURCE: N/A

3. WHAT ACTION ACCOMPLISHES: Acceptance and approval of the deeds satisfies requirements related to the transfer of land to support construction of Sandy Lane in accordance with the Coconut Point DRI Development Order and Development Agreement.

4. MANAGEMENT RECOMMENDATION: Approve

5. Departmental Category: <u>CIZE</u>		6. Meeting Date: May 22, 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	
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input checked="" type="checkbox"/> Other	<input type="checkbox"/> Development Agreement
		9. Request Initiated: Commissioner _____ Department <u>County Attorney</u> Division <u>Land Use</u> By: <u>Dawn E. Perry-Lehnert</u> 5/9/07 Dawn E. Perry-Lehnert Assistant County Attorney

10. Background: The Board approved the Coconut Point DRI Development Order on October 21, 2001 and the related Development Agreement on February 24, 2004. These documents require the developer to dedicate unencumbered fee title to the land necessary to support construction of Sandy Lane from Corkscrew to the southern DRI boundary. The land for the 100 foot Sandy Lane right-of-way was accepted by the County in 2004.

As the design and construction phases progressed, the need for right-of-way to accommodate turn lanes and roundabouts became apparent. The deeds proposed for acceptance represent some of the land necessary to accommodate these improvements between Williams Road and Corkscrew Road (within Coconut Point, Phase II). No impact fee credits or proportionate share payment offset will be granted.

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>Stephanie Miller</i>	RK 5/8	MP 5/9/07	5/9/07	5/9/07	15-9-07

12. Commission Action:

- Approved
- Deferred
- Denied
- Other

COUNTY ATTORNEY
FORWARDED TO:
County Admin
5/8/07 2:30pm

5/8 @ 3:05 MP
FORWARDED TO: COUNTY ADMIN
5/9/07
330
RECEIVED BY: COUNTY ADMIN

Blue Sheet #: 20070722
Page #: 2
Subject: Sandy Lane – Via Coconut Point Warranty Deeds S2-4 North & South

Staff recommends acceptance of the attached deeds for Sandy Lane right-of-way turn lanes and roundabouts.

This request has been reviewed by Lee County DOT and County Lands and approval is recommended.

Attachments:

1. Warranty Deeds
(S2-4 North, S2-4 South)
2. Title Commitments

cc: Andy Getch, Engineering Manager I, DOT
Richard G. Cherry, Esquire, Cherry & Edgar, P.A.
Rise A. Friedman, Esquire, Simon Property Group

PREPARED BY:

Richard G. Cherry, Esquire
CHERRY & EDGAR, P.A.
8409 North Military Trail, Suite 123
Palm Beach Gardens, FL 33410

RETURN TO: Dawn E. Perry-Lehnert, Esq.
Assistant County Attorney
Lee County
2115 Second Street
Fort Myers, FL 33901

Property Control No.: 34-46-25-00-00019.0010

WARRANTY DEED

THIS WARRANTY DEED made the 17 day of Nov., 2006, by STEPHANIE MILLER, TRUSTEE UNDER LAND TRUST AGREEMENT DATED JANUARY 9, 2004, hereinafter called the grantor, to LEE COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, whose post office address is Post Office Box 398, Ft. Myers, Florida 33902, hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

WITNESSETH: That the grantor, for and in consideration of the sum of \$10.00 and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, viz:

See Exhibit "A" attached hereto and made a part hereof for legal descriptions.

Grantor hereby states that the above-described property is not now nor has it ever been her homestead property nor does it adjoin her homestead property.

TOGETHER with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

Sidne Turnbull
SIDNE TURNBULL
(Print Name)

Stephanie Miller
STEPHANIE MILLER, TRUSTEE
UNDER LAND TRUST AGREEMENT
DATED JANUARY 9, 2004.

T. Costello
Truman J. Costello
(Print Name)

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17th day of Nov., 2006, by STEPHANIE MILLER, TRUSTEE UNDER LAND TRUST AGREEMENT DATED JANUARY 9, 2004.

Sidne Turnbull
Notary Public
SIDNE TURNBULL
(Print Name)

My Commission Expires:

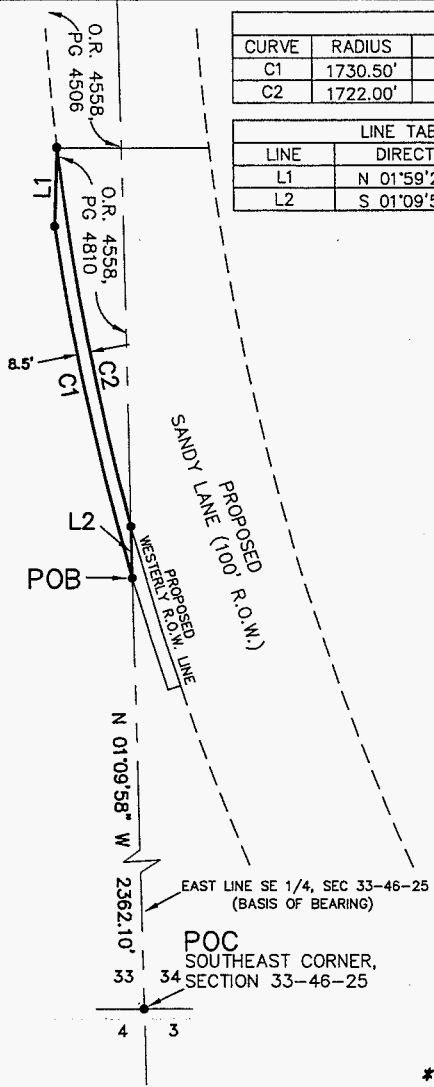
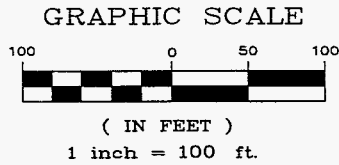
Personally Known OR Produced Identification
Type of Identification Produced _____

S:\MyFiles\DATA\Oakbrook Properties\LEE COUNTY\War.Deed.Miller.2004.doc



Approved _____
By: _____
Assistant County Attorney

EXHIBIT "A"



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	1730.50'	07°53'51"	238.34'	N 12°09'49" W	238.53'
C2	1722.00'	08°30'43"	255.58'	S 10°45'26" E	255.82'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 01°59'29" E	52.32'
L2	S 01°09'58" E	34.19'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 2,362.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.73°53'16"E., A DISTANCE OF 1,730.50 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,730.50 FEET, THROUGH A CENTRAL ANGLE OF 07°53'51", SUBTENDED BY A CHORD OF 238.34 FEET AT A BEARING OF N.12°09'49"W., FOR A DISTANCE OF 238.53 FEET TO THE END OF SAID CURVE; THENCE RUN N.01°59'29"E., FOR A DISTANCE OF 52.32 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SANDY LANE, A 100.00 FOOT WIDE PROPOSED RIGHT-OF-WAY, AS DESCRIBED IN O.R. BOOK 4558 AT PAGE 4506 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.83°29'55"E., A DISTANCE OF 1,722.00 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID SANDY LANE AS DESCRIBED IN O.R. BOOK 4558 AT PAGE 4506 AND O.R. BOOK 4558 AT PAGE 4810 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,722.00 FEET, THROUGH A CENTRAL ANGLE OF 08°30'43", SUBTENDED BY A CHORD OF 255.58 FEET AT A BEARING OF S.10°45'26"E., FOR A DISTANCE OF 255.82 FEET TO THE END OF SAID CURVE; THENCE RUN S.01°09'58"E., FOR A DISTANCE OF 34.19 FEET TO THE POINT OF BEGINNING; CONTAINING 0.048 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING N.01°09'58"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY 
JERRY L. RIFFELMACHER

P.S.M. #6130
STATE OF FLORIDA

LEGEND

POC POINT OF COMMENCEMENT
POB POINT OF BEGINNING

* NOT A SURVEY *

SEC-TWN-RGE: 33-46-25	
DRAWN BY: AK	DATE 07/06
CHECKED BY: JLR	DRAWING NO. E-180



6202F Presidential Court
Ft. Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

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

SKETCH AND LEGAL DESCRIPTION
S2-4 North

PROJECT NO. 03.046
REFERENCE NO. ROWDSL-1

H:\1997\1997079\DW\SANDY LANE SKETCHES-AUDREE\ROWDSL-1.dwg Tab: Model Oct 17, 2006 - 4:36pm Plotted by: JerryRiffelmacher

CHICAGO TITLE INSURANCE COMPANY

COMMITMENT FOR TITLE INSURANCE

CHICAGO TITLE INSURANCE COMPANY, a corporation of Missouri, herein called the Company, for a valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company.

IN WITNESS WHEREOF, Chicago Title Insurance Company has caused this Commitment to be signed and sealed as of the effective date of Commitment shown in Schedule A, the Commitment to become valid when countersigned by an authorized signatory.

Interstate Title Services, Inc.
5 Harvard Circle, Suite 110
West Palm Beach, Florida 33409
(561) 687-1300

CHICAGO TITLE INSURANCE COMPANY

By:



President

By:

ATTEST



Secretary



Authorized Signatory

Date Revised: June 16, 2006

Commitment No.: I-1161b ROW S2 (4)

Escrow No.: I-1161b/pg1

SCHEDULE "B", SECTION 1
Title Requirements

- I. The following are the requirements to be complied with simultaneously or prior to closing:
1. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - a) Warranty Deed from Stephanie Miller, trustee of the Land Trust Agreement, dated March 21, 1997, in favor of "To Be Determined", conveying the subject property.
 - b) Warranty Deed from Stephanie Miller, trustee under Land Trust Agreement, dated January 9, 2004 in favor of "To Be Determined", conveying the subject property.

NOTE: If the Grantor(s) is/are individuals and the property is homestead property, the spouse(s) of said Grantor(s) must join in the execution of the Deed. If not homestead, then a statement to the effect must be reflected on the Deed.

2. Trust Affidavit in recordable form stating that the Stephanie Miller, trustee under Land Trust Agreement, dated January 9, 2004 Grantor Trust has not been amended or modified, and that the Trust is still in full force and effect. Said Affidavit should also recite the name(s) of the Trustee(s) currently empowered, if different from the original Trustee(s), to execute the conveyance of the insured land.
3. Trust Affidavit in recordable form stating that the Warranty Deed from and Stephanie Miller, trustee of the Land Trust Agreement, dated March 21, 1997 Grantor Trust has not been amended or modified, and that the Trust is still in full force and effect. Said Affidavit should also recite the name(s) of the Trustee(s) currently empowered, if different from the original Trustee(s), to execute the conveyance of the insured land.

Continued...

(Page 2 of 7 Pages)



Interstate Title Services, Inc.
as Agent for Chicago Title Insurance Company

Sandy Lane Additional ROW S2 (4) - 10 cmt

Date Revised: June 16, 2006

Commitment No.: I-1161b ROW S2 (4)

Escrow No.: I-1161b/pg1

SCHEDULE "B", SECTION 1
Title Requirements, Continued...

4. This item is intentionally deleted.
5. This item is intentionally deleted.
6. Proof of payment of all municipal assessments in favor of the municipality of Estero / Bonita Springs, if any.
7. Owner's Affidavit.
8. Standard Gap Indemnity.
9. Satisfactory plat of survey, in conformity with the minimum standards for land surveys made for title insurance purposes and Florida Administrative Code, certified to a current date, showing no encroachments, or other objectionable matters, must be furnished.
10. Affidavit of Facts, in recordable form, from Stephanie Miller, trustee under Land Trust Agreement, dated January 9, 2004 and Stephanie Miller, trustee of the Land Trust Agreement, dated March 21, 1997, confirming that the following Lease dated February 23, 1999, as identified by that certain Memorandum/Short Form Lease, from Zefir Hansen, in favor of Outdoor Systems Advertising, Inc., dated February 23, 1999 and recorded August 7, 1999 in Official Records Book 3154, Page 128 {See Tab 6}, of the Public Records of Lee County, Florida, has terminated by its own terms and that the tenant has vacated the premises.

We hereby reserve the right to update this commitment prior to closing.

(Page 3 of 7 Pages)



Interstate Title Services, Inc.
as Agent for Chicago Title Insurance Company
Date Revised: June 16, 2006
Commitment No.: I-1161b ROWS2 (4)
Escrow No.: I-1161b/pg1

Sandy Lane Additional ROW S2 (4) - 10 cmt

SCHEDULE "B", SECTION 2
Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Schedule "B", Section 2, Item No. 1, is hereby deleted pursuant to Florida Statute No. 627.7841.

2. Standard Exceptions:

- a. Rights or claims of parties in possession not shown by the Public Records.
- b. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- c. Easements, or claims of easements, not shown by the Public Records.
- d. Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- e. Taxes or special assessments which are not shown as existing liens by the Public Records.
- f. Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

Schedule "B", Standard Exceptions Item No. 2a, 2b, 2c, 2d, 2e and 2f may be amended or deleted upon receipt and approval of Schedule B, Section 1, Title Requirements.

Continued...

(Page 4 of 7 Pages)



Interstate Title Services, Inc.
as Agent for Chicago Title Insurance Company
Date Revised: June 16, 2006
Commitment No.: I-1161b ROW S2 (4)
Escrow No.: I-1161b/pg1

Sandy Lane Additional ROW S2 (4) - 10 cmt

EXHIBIT "A", Legal Description

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 2,287.60 FEET; THENCE RUN N.88°50'02"E., FOR A DISTANCE OF 21.69 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.71°19'07"E., A DISTANCE OF 1,730.50 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,730.50 FEET, THROUGH A CENTRAL ANGLE OF 10°28'00", SUBTENDED BY A CHORD OF 315.69 FEET AT A BEARING OF N.13°26'53"W., FOR A DISTANCE OF 316.13 FEET TO THE END OF SAID CURVE; THENCE RUN N.01°59'29"E., FOR A DISTANCE OF 52.32 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SANDY LANE, A 100.00 FOOT WIDE PROPOSED RIGHT-OF-WAY, AS DESCRIBED IN O.R. BOOK 4558 AT PAGE 4806 {See Tab 7} OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.83°29'55"E., A DISTANCE OF 1,722.00 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID SANDY LANE AS DESCRIBED IN O.R. BOOK 4558 AT PAGE 4806 {See Tab 7} AND O.R. BOOK 4558 AT PAGE 4810 {See Tab 8} OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,722.00 FEET, THROUGH A CENTRAL ANGLE OF 12°10'48", SUBTENDED BY A CHORD OF 365.38 FEET AT A BEARING OF S.12°35'

Continued...

*Amend. no.
endorsement dated
July 26, 2006.*

(Page 6 of 7 Pages)



Interstate Title Services, Inc.
as Agent for Chicago Title Insurance Company

Sandy Lane Additional ROW S2 (4) - 10 cmt

Date Revised: June 16, 2006

Commitment No.: I-1161b ROW S2 (4)

Escrow No.: I-1161b/pg1

EXHIBIT "A", Legal Description, Continued...

29"E., FOR A DISTANCE OF 366.07 FEET TO THE END OF SAID CURVE;
THENCE RUN S.71°19'07"W., FOR A DISTANCE OF 8.50 FEET TO THE POINT OF
BEGINNING CONTAINING 0.066 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST
QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE
COUNTY, FLORIDA AS BEING N.01°09'58"W.

(Page 7 of 7 Pages)

S:\Coconut Point\SANDY LANE ADDITIONAL ROW I-1161\Phase 2 I-1161b\wpdocs\Parcel 4\10 CMT S2 (4) SL ROW TL
prfd BM MS w jhfp tabbed w upd w ex move b 1 w mark up jana.wpd August 3, 2005 (1:57pm)



STANDARD EXCEPTIONS FOR OWNER'S POLICY

The owner's policy will be subject to the mortgage, if any, noted under item one of Section 1 of Schedule B hereof and to the following exceptions: (1) rights or claims of parties in possession not shown by the public records; (2) encroachments, overlaps, boundary line disputes, and any matters which would be disclosed by an accurate survey and inspection of the premises; (3) easements, or claims of easements, not shown by the public records; (4) any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records; (5) taxes or special assessments which are not shown as existing liens by the public records.

CONDITIONS AND STIPULATIONS

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in undertaking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions, the Exclusions from Coverage and the Conditions and Stipulations of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Sandy Lane Additional ROW S2 (4)
Escrow No.: I-1161b/pg1

ENDORSEMENT 1
INTERSTATE TITLE SERVICES, INC.
as agent for
Chicago Title Insurance Company
attached to Commitment No.: I-1161b ROW S2 (4)

The effective date of this Commitment is hereby amended to read as follows:

July 26, 2006 @ 11:00 pm.

Schedule "A", Item 5, is hereby amended to read as follows:

SEE EXHIBIT "A" LEGAL DESCRIPTION ATTACHED HERETO AND MADE
A PART HEREOF.

All other items remain in full force and effect.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: August 9, 2006

INTERSTATE TITLE SERVICES, INC.,
as Agent for Chicago Title Insurance Company
5 Harvard Circle
Suite 110
West Palm Beach, Florida 33409
(561) 471 1813 Facsimile (561) 686 5039



Authorized Signatory

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

(Page 1 of 3 Pages)

S:\Coconut Point\SANDY LANE ADDITIONAL ROW I-1161\Phase 2 I-1161b\wpdocs\Parcel 4\02 ENDO to cmt I-1161b S2 4 see cmt 11 change legal w jhfp.wpd October 31, 2005 (11:51am)



ENDORSEMENT 1
INTERSTATE TITLE SERVICES, INC.

as agent for
Chicago Title Insurance Company
attached to Commitment No.: I-1161b ROW S2 (4)

EXHIBIT "A", Legal Description

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N. 01° 09' 58" W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 2,362.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N. 73° 53' 16" E., A DISTANCE OF 1,730.50 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,730.50 FEET, THROUGH A CENTRAL ANGLE OF 07° 53' 51", SUBTENDED BY A CHORD OF 238.34 FEET AT A BEARING OF N. 12° 09' 49" W., FOR A DISTANCE OF 238.53 FEET TO THE END OF SAID CURVE; THENCE RUN N 01° 59' 29" E., FOR A DISTANCE OF 52.32 FEET TO A POINT ON THE PROPOSED RIGHT-OF-WAY LINE OF SANDY LANE, A 100.00 FOOT WIDE PROPOSED RIGHT-OF-WAY, AS DESCRIBED IN O.R. BOOK 4558 AT PAGE 4506 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N. 83° 29' 55" E., A DISTANCE OF 1,722.00 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID SANDY LANE AS DESCRIBED IN O.R. BOOK 4558 AT PAGE 4506 AND O.R. BOOK 4558 AT PAGE 4810 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,722.00 FEET, THROUGH A CENTRAL ANGLE OF 08° 30' 43", SUBTENDED BY A CHORD OF 255.58 FEET AT A BEARING OF S. 10° 45' 26" E., FOR A DISTANCE OF 255.82 FEET TO THE END OF SAID CURVE; THENCE RUN S. 01° 09' 58" E., FOR A DISTANCE OF 34.19 FEET TO THE POINT OF BEGINNING, CONTAINING 0.048 ACRE, MORE OR LESS.

Continued...

(Page 2 of 3 Pages)



Sandy Lane Additional ROW S2 (4)
Escrow No.: I-1161b/pg1

ENDORSEMENT 1
INTERSTATE TITLE SERVICES, INC.
as agent for
Chicago Title Insurance Company
attached to Commitment No.: I-1161b ROW S2 (4)

EXHIBIT "A", Legal Description, Continued...

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

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N. 01° 09' 58" W.

(Page 3 of 3 Pages)

S:\Coconut Point\SANDY LANE ADDITIONAL ROW I-1161\Phase 2 I-1161b\wpdocs\Parcel 4\02 ENDO to cmt I-1161b S2 4 see cmt 11 change legal w jhfp.wpd October 31, 2005 (11:51am)



PREPARED BY:
Richard G. Cherry, Esquire
CHERRY & EDGAR, P.A.
8409 North Military Trail, Suite 123
Palm Beach Gardens, FL 33410

RETURN TO: Dawn E. Perry-Lehnert, Esq.
Assistant County Attorney
Lee County
2115 Second Street
Fort Myers, FL 33901

Property Control Nos.: 34-46-25-01-0000C.0170

WARRANTY DEED

THIS WARRANTY DEED made the 17 day of Nov.,
2006, by STEPHANIE MILLER, TRUSTEE OF THE LAND TRUST AGREEMENT
DATED MARCH 21, 1997, hereinafter called the grantor, to LEE
COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF FLORIDA, whose post
office address is Post Office Box 398, Ft. Myers, Florida 33902,
hereinafter called the grantee:

(Wherever used herein the terms "grantor" and "grantee" include all
the parties to this instrument and the heirs, legal representatives
and assigns of individuals, and the successors and assigns of
corporations.)

WITNESSETH: That the grantor, for and in consideration
of the sum of \$10.00 and other valuable considerations, receipt
whereof is hereby acknowledged, hereby grants, bargains, sells,
aliens, remises, releases, conveys and confirms unto the grantee,
all that certain land situate in Lee County, Florida, viz:

See Exhibit "A" attached hereto and made a
part hereof for legal description.

Grantor hereby states that the above-described
property is not now nor has it ever been her
homestead property nor does it adjoin her
homestead property.

TOGETHER with all the tenements, hereditaments and
appurtenances thereto belonging or in anywise appertaining.

TO HAVE AND TO HOLD, the same in fee simple forever.

AND the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances.

IN WITNESS WHEREOF, the grantor has caused these presents to be executed the day and year first above written.

Signed, sealed and delivered in the presence of:

[Signature]
TRUMAN J. COSTELLO
(Print Name)

[Signature]
STEPHANIE MILLER, TRUSTEE OF
THE LAND TRUST AGREEMENT
DATED MARCH 21, 1997

[Signature]
SIDNE TURNBULL
(Print Name)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of Nov., 2006, by STEPHANIE MILLER, TRUSTEE OF THE LAND TRUST AGREEMENT DATED MARCH 21, 1997.

[Signature]
Notary Public
SIDNE TURNBULL
(Print Name)

My Commission Expires: 7-26-08

Personally Known OR Produced Identification _____
Type of Identification Produced _____

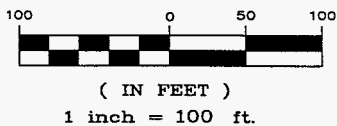
S:\MyFiles\DATA\Oakbrook Properties\LEE COUNTY\War.Deed.Miller.S2-4So.doc



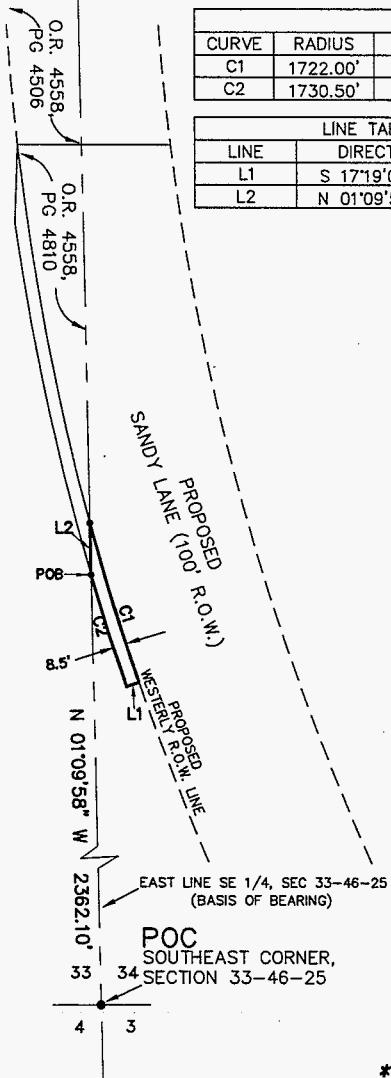
Approved As To Form _____
By: _____
Assistant County Attorney

EXHIBIT "A"

GRAPHIC SCALE



H:\1997\19970798\DW\SANDY LANE SKETCHES-AUDREY ROW TAKES\ROWDSL-2.dwg Tab: Model Oct. 17, 2006 -- 5:13pm Plotted by: Jerry Riffelmacher



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	1722.00'	03°40'06"	170.23'	S 16°50'05" E	110.25'
C2	1730.50'	02°34'09"	77.59'	N 17°23'49" W	77.60'

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	S 17°19'07" W	8.50'
L2	N 01°09'58" W	34.19'

LEGAL DESCRIPTION:

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 2,362.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 34.19 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SANDY LANE, A 100.00 FOOT WIDE PROPOSED RIGHT-OF-WAY, AS DESCRIBED IN O.R. BOOK 4558 AT PAGE 4506 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.74°59'12"E., A DISTANCE OF 1,722.00 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID SANDY LANE, AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,722.00 FEET, THROUGH A CENTRAL ANGLE OF 03°40'06", SUBTENDED BY A CHORD OF 110.23 FEET AT A BEARING OF S.16°50'51"E., FOR A DISTANCE OF 110.25 FEET TO THE END OF SAID CURVE; THENCE RUN S.71°19'07"W., FOR A DISTANCE OF 8.50 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.71°19'07"E., A DISTANCE OF 1,730.50 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,730.50 FEET, THROUGH A CENTRAL ANGLE OF 02°34'09", SUBTENDED BY A CHORD OF 77.59 FEET AT A BEARING OF N.17°23'49"W., FOR A DISTANCE OF 77.60 FEET TO THE POINT OF BEGINNING; CONTAINING 0.018 ACRE, MORE OR LESS.

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

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING N.01°09'58"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY 
JERRY L. RIFFELMACHER

P.S.M. #6130
STATE OF FLORIDA

LEGEND

- POC POINT OF COMMENCEMENT
- POB POINT OF BEGINNING

* NOT A SURVEY *

SEC-TWN-RGE:	
33-46-25	
DRAWN BY:	DATE
AK	07/06
CHECKED BY:	DRAWING NO.
JLR	E-233



6202F Presidential Court
Ft. Myers, FL 33919
Phone: (239) 985-1200
Florida Certificate of
Authorization No.1772

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

SKETCH AND LEGAL DESCRIPTION
S2-4 South

PROJECT NO.	03.046
REFERENCE NO.	ROWDSL-2

Interstate Title Services, Inc.
as Agent for Chicago Title Insurance Company

Sandy Lane Additional ROW S2 (4) SOUTH - 03 cmt

Date Issued: October 9, 2006

Commitment No.: I-1272 ROW S2 (4) SOUTH

Escrow No.: I-1272/pg 1

SCHEDULE "B", SECTION 1
Title Requirements

I. The following are the requirements to be complied with simultaneously or prior to closing:

1. Instrument(s) necessary to create the estate or interest to be insured must be properly executed, delivered and duly filed for record.
 - a) Warranty Deed from Stephanie Miller, trustee of the Land Trust Agreement, dated March 21, 1997, in favor of "To Be Determined", conveying the subject property.

NOTE: If the Grantor(s) is/are individuals and the property is homestead property, the spouse(s) of said Grantor(s) must join in the execution of the Deed. If not homestead, then a statement to the effect must be reflected on the Deed.

2. Trust Affidavit in recordable form stating that the Stephanie Miller, trustee under Land Trust Agreement, dated January 9, 2004 Grantor Trust has not been amended or modified, and that the Trust is still in full force and effect. Said Affidavit should also recite the name(s) of the Trustee(s) currently empowered, if different from the original Trustee(s), to execute the conveyance of the insured land.
3. Trust Affidavit in recordable form stating that the Warranty Deed from and Stephanie Miller, trustee of the Land Trust Agreement, dated March 21, 1997 Grantor Trust has not been amended or modified, and that the Trust is still in full force and effect. Said Affidavit should also recite the name(s) of the Trustee(s) currently empowered, if different from the original Trustee(s), to execute the conveyance of the insured land.

Continued...

(Page 2 of 6 Pages)

Interstate Title Services, Inc.
as Agent for Chicago Title Insurance Company

Sandy Lane Additional ROW S2 (4) SOUTH - 03 cmt

Date Issued: October 9, 2006

Commitment No.: I-1272 ROW S2 (4) SOUTH

Escrow No.: I-1272/pg1

SCHEDULE "B", SECTION 1
Title Requirements, Continued...

4. Owner's Affidavit.
5. Standard Gap Indemnity.
6. Satisfactory plat of survey, in conformity with the minimum standards for land surveys made for title insurance purposes and Florida Administrative Code, certified to a current date, showing no encroachments, or other objectionable matters, must be furnished.

We hereby reserve the right to update this commitment prior to closing.

(Page 3 of 6 Pages)

Interstate Title Services, Inc.
as Agent for Chicago Title Insurance Company

Sandy Lane Additional ROW S2 (4) SOUTH - 03 cmt

Date Issued: October 9, 2006

Commitment No.: I-1272 ROW S2 (4) SOUTH

Escrow No.: I-1272/pg1

SCHEDULE "B", SECTION 2
Exceptions

The policy or policies to be issued will contain exceptions to the following unless the same are disposed of to the satisfaction of the company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records or attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.

Schedule "B", Section 2, Item No. 1, is hereby deleted pursuant to Florida Statute No. 627.7841.

2. **Standard Exceptions:**

- a) Rights or claims of parties in possession not shown by the Public Records.
- b) Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
- c) Easements, or claims of easements, not shown by the Public Records.
- d) Any lien, or right to a lien, for service, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
- e) Taxes or special assessments which are not shown as existing liens by the Public Records.
- f) Any claim that any portion of said lands are sovereign lands of the State of Florida, including submerged, filled or artificially exposed lands and lands accreted to such lands.

Schedule "B", Standard Exceptions Item No. 2a, 2b, 2c, 2d, 2e and 2f may be amended or deleted upon receipt and approval of Schedule B, Section 1, Title Requirements.

Continued...

(Page 4 of 6 Pages)

Interstate Title Services, Inc.
as Agent for Chicago Title Insurance Company

Sandy Lane Additional ROW S2 (4) SOUTH - 03 cmt

Date Issued: October 9, 2006

Commitment No.: I-1272 ROW S2 (4) SOUTH

Escrow No.: I-1272/pg1

SCHEDULE "B", SECTION 2, Exceptions, Continued...

3. Special Exceptions

1. Taxes for the year 2006 and any taxes and assessments levied or assessed subsequent to the date hereof. Said taxes become a lien as of January 1, 2006 but are not due and payable until November of 2006 and are not delinquent until April 1, 2007.

Note : Property Tax ID #34-46-25-01-0000C.0170

Lands lie within various county special assessment districts and municipal taxing districts and are subject to liens for any unpaid special assessments by virtue of the ordinances and resolutions creating these districts. The special assessments are payable with the ad valorem taxes, which are not yet due and payable.

2. Easement for road known as "Sandy Lane" running along the section line between Sections 33 and 34 as shown and recited in Affidavit recorded May 28, 1999 in Official Records Book 3124, Page 947 {See Tab 3}, Affidavit recorded May 28, 1999 in Official Records Book 3124, Page 933 {See Tab 4}, and Affidavit recorded in Official Records Book 3124, Page 940 {See Tab 5}, all of the Public Records of Lee County, Florida. (As to Parcel A, Parcel B, Parcel H, Parcel J and Parcel K)

(Page 5 of 6 Pages)

Interstate Title Services, Inc.
as Agent for Chicago Title Insurance Company

Sandy Lane Additional ROW S2 (4) SOUTH - 03 cmt

Date Issued: October 9, 2006

Commitment No.: I-1272 ROW S2 (4) SOUTH

Escrow No.: I-1272/pg1

EXHIBIT "A", Legal Description

A PARCEL OF LAND LOCATED IN A PORTION OF SECTIONS 33 AND 34, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 2,362.10 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE N.01°09'58"W., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 33, FOR A DISTANCE OF 34.19 FEET TO A POINT ON THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SANDY LANE, A 100.00 FOOT WIDE PROPOSED RIGHT-OF-WAY, AS DESCRIBED IN O.R. BOOK 4558 AT PAGE 4506 {See Tab 6}, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.74°59'12"E., A DISTANCE OF 1,722.00 FEET THEREFROM; THENCE RUN SOUTHERLY ALONG THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SAID SANDY LANE, AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 1,722.00 FEET, THROUGH A CENTRAL ANGLE OF 03°40'06", SUBTENDED BY A CHORD OF 110.23 FEET AT A BEARING OF S.16°50'51"E., FOR A DISTANCE OF 110.25 FEET TO THE END OF SAID CURVE; THENCE RUN S.71°19'07"W., FOR A DISTANCE OF 8.50 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE EASTERLY, WHOSE RADIUS POINT BEARS N.71°19'07"E., A DISTANCE OF 1,730.50 FEET THEREFROM; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 1,730.50 FEET, THROUGH A CENTRAL ANGLE OF 02°34'09", SUBTENDED BY A CHORD OF 77.59 FEET AT A BEARING OF N.17°23'49"W., FOR A DISTANCE OF 77.60 FEET TO THE POINT OF BEGINNING CONTAINING 0.018 ACRE, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 33, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING N. 01° 09' 58" W.

(Page 6 of 6 Pages)

Sandy Lane Additional ROW S2 (4)
Escrow No.: I-1161b/pg1

ENDORSEMENT 2
INTERSTATE TITLE SERVICES, INC.
as agent for
Chicago Title Insurance Company
attached to Commitment No.: I-1161b ROW S2 (4)

Schedule "A", Item 4, is hereby amended to read as follows:

Stephanie Miller, trustee under Land Trust Agreement, dated January 9, 2004

SCHEDULE "B", SECTION 1 Title Requirements, Item 1a. is hereby deleted in its entirety.

SCHEDULE "B", SECTION 1 Title Requirements, Item 3. is hereby deleted in its entirety.

SCHEDULE "B", SECTION 1 Title Requirements, Item 10. is hereby deleted in its entirety.

SCHEDULE "B", SECTION 1 Title Requirements, is hereby amended to include the following:

11. Affidavit from certified land surveyor stating that the to be insured property is wholly contained within the land conveyed by Warranty Deed from Stephanie Miller and Gregory F. Toth, husband and wife, to Stephanie Miller, trustee under Land Agreement dated January 9, 2004, dated January 9, 2004 and recorded January 15, 2004 in Official Record Book 4174, Page 775, of the Public Records of Lee County, Florida

SCHEDULE "B", SECTION 2, Exceptions, Item 3.1. is hereby amended to read as follows:

Note : Property Tax ID #33-46-25-00-00019.0010

Continued...

(Page 1 of 2 Pages)

S:\Coconut Point\SANDY LANE ADDITIONAL ROW I-1161\Phase 2 I-1161b\wpdocs\Parcel 4\04 ENDO 02 to cmt I-1161b S2 4 see cmt 11 change legal w jhfp with gayla rev mark up jess jhfp.wpd October 31, 2005 (11:51am)



Sandy Lane Additional ROW S2 (4)
Escrow No.: I-1161b/pg1


ENDORSEMENT 2
INTERSTATE TITLE SERVICES, INC.
as agent for
Chicago Title Insurance Company
attached to Commitment No.: I-1161b ROW S2 (4)

All other items remain in full force and effect.

This endorsement is made a part of the policy and is subject to all the terms and provisions thereof and of any prior endorsements thereto. Except to the extent expressly stated, it neither modifies any of the terms and provisions of the policy and any prior endorsements, nor does it extend the effective date of the policy and any prior endorsements, nor does it increase the face amount thereof.

Dated: October 5, 2006

INTERSTATE TITLE SERVICES, INC.,
as Agent for Chicago Title Insurance Company
5 Harvard Circle
Suite 110
West Palm Beach, Florida 33409
(561) 471 1818 Facsimile (561) 686 5039



Authorized Signatory

Note: This endorsement shall not be valid or binding until countersigned by an authorized signatory.

(Page 2 of 2 Pages)

S:\Coconut Point\SANDY LANE ADDITIONAL ROW I-1161\Phase 2 I-1161b\wpdocs\Parcel 4\04 ENDO 02 to cmt I-1161b S2 4 see cmt 11 change legal w jhfp with gayla rev mark up jess jhfp.wpd October 31, 2005 (11:51am)

