

This document prepared by

Lee County  
County Lands Department  
Project: Telegraph Creek  
STRAP No.:15-43-26-00-00008.0000

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 25<sup>th</sup> day of August, 2018 by and between **TK Enterprises, LLP, a Maryland limited liability partnership**, hereinafter referred to as SELLER, whose address is 17880 Silver & Horst Lane, Alva, Florida 33920 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 0.92 acres more or less, and located at 15700 N. River Rd., Alva, Florida 33920 and more particularly described in **attached "Exhibit A" ("the Property")**. This property will be acquired for the Telegraph Creek (**"the Project"**).
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be NINETY THOUSAND AND 00/100 (\$90,000.00), payable at closing in U.S. Currency by official bank check.
- 3. EVIDENCE OF TITLE:** BUYER will obtain at SELLER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the purchase price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning, use restrictions imposed by governmental authority, deed restrictions and easements acceptable to BUYER, as determined by BUYER.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing 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) 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, prorated to the day before closing, however, 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;**
- (c) any and all assessments levied against the property must be paid in full at closing;
- (d) documentary stamps on deed;
- (e) payment of 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. **ASSESSMENTS:** SELLER will provide any and all notices of pending or imminent assessments. Failure to disclose assessment notices becomes a breach of agreement and SELLER will be responsible to pay the full amount due.

9. **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.

10. **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.

11. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental conditions 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.

12. **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.

13. **DEBRIS REMOVAL:** SELLER, at their expense, will remove all debris, waste piles, to include abandoned vehicles, tires, farm machinery and equipment, chemical and pesticide containers, hazardous material containers, culvert pipes, household appliances, buildings, structures, mobile homes, concrete slabs, pilings, and foundations. SELLER must dispose of items and refuse in accordance with governmental regulations, and clean up areas where such removal has occurred so as to eliminate all evidence of these items.

14. **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.

15. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before ninety (90) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

17. **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.

18. **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.

19. **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.

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

WITNESSES:

SELLER:


TK Enterprises, LLP, a Maryland limited liability partnership

  
\_\_\_\_\_  
First Witness Signature

Jessica Fisher  
\_\_\_\_\_  
First Witness Printed Name

  
\_\_\_\_\_  
Second Witness Signature

Samantha Whitworth  
\_\_\_\_\_  
Second Witness Printed Name

By:  \_\_\_\_\_  
(DATE)

**Name: Peter J. Trepper**  
**Title: General Partner**

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 6 of 6

Approved and accepted for and on behalf of Lee County, Florida, this 2nd day of October, 2018.

LINDA DOGGETT, CLERK

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

BY: Theresa King 10/02/18  
DEPUTY CLERK (DATE)

BY: [Signature]  
CHAIRMAN OR VICE CHAIRMAN  
Commissioner Cecil L. Fendergrass  
Lee County Board of County Commissioners  
District 2

APPROVED AS TO FORM FOR THE  
RELIANCE OF LEE COUNTY ONLY

John King 10-02-2018  
COUNTY ATTORNEY (DATE)



## **EXHIBIT "A"**

Commencing on the South side of the County Road leading from Olga to Alva at the intersection of the South side of said road and the West bank of Telegraph Creek; thence run West 200 feet along the South side of said road; thence South at right angles to said road 200 feet; thence East 200 feet, more or less to the West bank of said Telegraph Creek; thence Northerly and Easterly with the West bank of said Telegraph Creek to the Point of Beginning. All lying in Section 15, Township 43 South, Range 26 East, Lee County, Florida.

This document prepared by

Lee County  
County Lands Department  
Project: Telegraph Creek

STRAP No.:15-43-26-00-00008.0000

**THIRD AMENDMENT TO AGREEMENT  
FOR PURCHASE AND SALE OF REAL ESTATE**

THIS THIRD AMENDMENT TO AGREEMENT FOR PURCHASE AND SALE (*Amendment*) is made this 4<sup>th</sup> day of November, 2019 by and between **TK Enterprises, LLP, a Maryland limited liability partnership**, hereinafter referred to as SELLER, and **Lee County, a political subdivision of the State of Florida**, hereinafter referred to as BUYER.

**RECITALS:**

- A. SELLER and BUYER entered into that certain Agreement for Purchase and Sale dated effective as of August 25, 2018 (the "*Agreement*"), concerning the purchase and sale of certain real property located at 15700 N. River Rd., Alva, FL 33920 (the "*Property*"), Capitalized terms used herein and not defined herein will have the meanings given to them in the Agreement.
- B. SELLER and BUYER amended the Agreement as set out in the First Amendment, dated December 27, 2018.
- C. SELLER AND BUYER amended the Agreement as set out in the Second Amendment, dated March 28, 2019
- D. SELLER and BUYER desire to further amend the Agreement as set forth herein.

**AGREEMENTS:**

NOW, THEREFORE, for One and xx/100 Dollar (\$1.00) and other good and valuable consideration, and the mutual covenants contained herein, the receipt and sufficiency of which are hereby acknowledged by each party hereto, SELLER and BUYER hereby agree the Agreement is amended as follows:

1. **Paragraph 1 is replaced in its entirety by the below paragraph:**

- 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 located at 15700 N. River Rd., Alva, Florida 33920, as described on Exhibit "A" attached, and being incorporated herein by reference ("the *Property*"). This Property will be acquired for the Telegraph Creek Kayak Launch ("the *Project*").



2. Paragraph 15 is replaced in its entirety by the below paragraph:

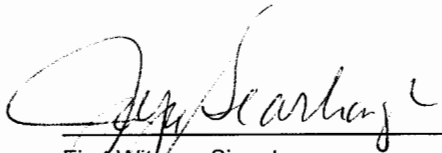
**15. DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held on or before Ninety (90) days from the date the Third Amendment is fully executed. The time and location of closing may be changed by mutual agreement of the Parties.

All other terms and provisions of the Agreement and all amendments, not specifically modified or amended by this Amendment, will remain in full force and effect, and the Agreement, as expressly modified herein, is hereby ratified, confirmed and approved in all respects by the Parties hereto.

We have hereunto set our hands intending to be bound as of the date first set forth above.

**WITNESSES:**


TK Enterprises, LLP  
A Maryland Limited Liability Partnership

  
\_\_\_\_\_

First Witness Signature

Joyce Scarborough  
\_\_\_\_\_

First Witness Printed Name

  
\_\_\_\_\_

Second Witness Signature

Gordon Duncan  
\_\_\_\_\_

Second Witness Printed Name

By:   
\_\_\_\_\_

Peter J. Trepper  
General Partner

10/22/19

Approved and accepted for and on behalf of Lee County, Florida, this 4th day of November, 2019.

LINDA DOGGETT, CLERK

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: Melissa Butler  
DEPUTY CLERK  
Melissa Butler

BY: Brian Hamman  
Signature  
Brian Hamman  
Type or print name  
Acting Chair or Vice-Chair



Approved as to form for the  
Reliance of Lee County

John J. Freidyma  
Office of the Lee County Attorney  
John J. FREIDYMA

(080119/1145)

EXHIBIT "A"

DESCRIPTION TO ACCOMPANY SKETCH:  
A PLOT OR PARCEL OF LAND TO WIT:  
A TRACT OR PARCEL OF LAND LYING WEST OF THE WATERS OF TELEGRAPH  
CREEK, IN THE SOUTHEAST QUARTER (SE<sup>1</sup>/<sub>4</sub>) OF SECTION 15, TOWNSHIP 43 SOUTH,  
RANGE 26 EAST, PUBLIC RECORDS OF LEE COUNTY, FLORIDA

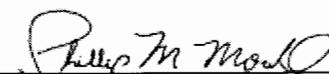
\*\* NOT A BOUNDARY SURVEY \*\*

DESCRIPTION:

A PLOT OR PARCEL OF LAND LYING IN A PORTION OF THE SOUTHEAST QUARTER (SE<sup>1</sup>/<sub>4</sub>), LYING WEST OF  
TELEGRAPH CREEK AND LYING SOUTH OF ROAD RIGHT OF WAY, (NORTH RIVER ROAD) ALSO KNOWN AS  
SR 78-S), LYING IN SECTION 15, TOWNSHIP 43 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LEE  
COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 15, TOWNSHIP 43 SOUTH,  
RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING A CONCRETE MONUMENT; THENCE RUN N00°12'53"W. TO  
A POINT ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTH RIVER ROAD (ALSO KNOWN AS S.R. 78-S)  
TO A CONCRETE MONUMENT FOR 645.08 FEET; THENCE RUN N.89°59'39"E. ALONG SAID SOUTH  
RIGHT-OF-WAY LINE TO A CONCRETE MONUMENT FOR 147.14 FEET; THENCE RUN S.89°04'14"E. ALONG  
SAID SOUTH RIGHT-OF-WAY LINE FOR 529.26 FEET TO A CONCRETE MONUMENT AND A POINT OF  
CURVATURE; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT FOR 60.17 FEET, SAID CURVE  
HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 2123.59 FEET, A CENTRAL DELTA ANGLE OF 01°37'25",  
A CHORD DISTANCE OF 60.17 FEET AND A CHORD BEARING OF S.88°13'50"E. TO THE WEST LINE OF  
FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY SECTION 1256-150, SHEET 1, DATED 1955, TITLED:  
'NORTH RIVER ROAD' (80' WIDE); THENCE RUN S.02°36'20"W. ALONG THE WESTERLY LIMIT OF SAID  
ROADWAY SECTION FOR 15.00 FEET TO A POINT OF CUSP OF CURVATURE AND A CONCRETE MONUMENT;  
THENCE RUN ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH FOR 30.84 FEET, SAID CURVE  
HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 2108.59 FEET, A CENTRAL DELTA ANGLE OF 00°50'17",  
A CHORD DISTANCE OF 30.84 FEET AND A CHORD THAT BEARS S.86°58'31"E. TO AN IRON PIN AND THE  
POINT OF BEGINNING; THENCE RUN S.03°31'43"W. FOR 186.35 FEET TO A CONCRETE MONUMENT; THENCE  
RUN S.89°17'12"E. TO A POINT ALONG THE WESTERLY NATURAL SHORELINE OF TELEGRAPH CREEK, BEING  
THE APPROXIMATE MEAN HIGH WATERS, FOR 168.39 FEET, MORE OR LESS; THENCE RUN ALONG SAID  
MEAN HIGH WATERS (TELEGRAPH CREEK) THE FOLLOWING BEARING AND DISTANCES; N.60°30'47"E. 41.35  
FEET; THENCE N.57°49'44"E. 9.40 FEET; THENCE N.34°17'11"E. 12.30 FEET; THENCE N.10°52'03"E. 10.94  
FEET; THENCE N.05°22'32"E. 23.53 FEET; THENCE N.02°11'33"W. 16.90 FEET; THENCE N.05°00'47"W. 16.93  
FEET; THENCE N.13°06'40"W. 27.71 FEET; THENCE N.13°43'06"W. 12.87 FEET; THENCE N.14°39'05"W. 12.78  
FEET; THENCE N.19°45'52"W. 3.82 FEET; THENCE N.06°11'52"W. 5.69 FEET; THENCE N.26°17'09"W. TO A  
POINT ALONG THE ARC OF A CURVE, BEING THE SOUTH RIGHT-OF-WAY LINE OF NORTH RIVER ROAD  
FOR 31.4 FEET, MORE OR LESS; THENCE RUN ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH  
FOR 195.24 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 2108.59 FEET, A  
CENTRAL DELTA ANGLE OF 05°18'18", A CHORD THAT BEARS N.83°54'14"W. AND A CHORD DISTANCE OF  
195.17 FEET TO THE POINT OF BEGINNING.

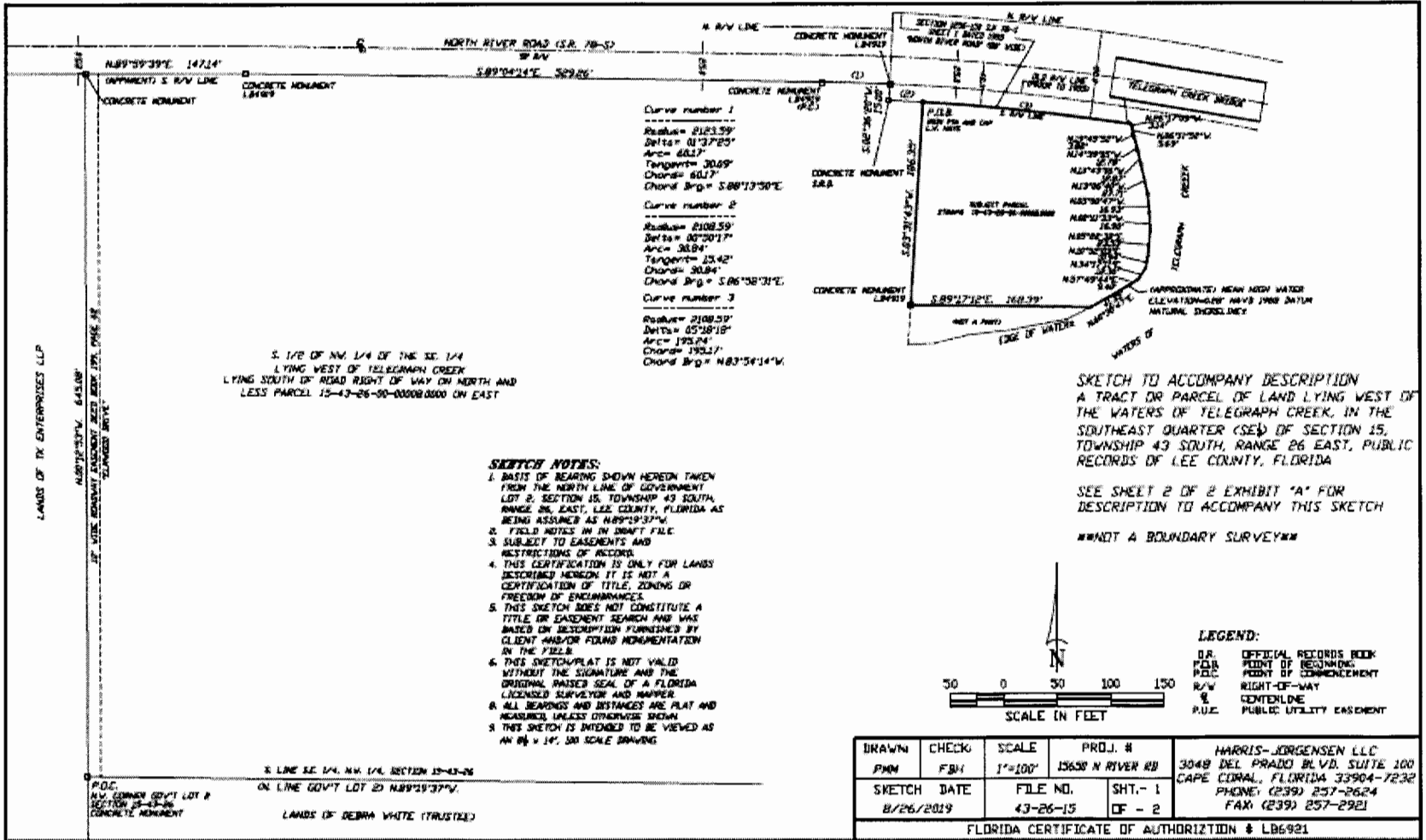
CONTAINING: 37,085.7 SQUARE FEET, OR 0.85 ACRES, MORE OR LESS.

  
PHILLIP M. MOULD  
PROFESSIONAL SURVEYOR AND MAPPER  
#6515 - STATE OF FLORIDA  
8/26/2019

SEE SHEET 1 OF 2 FOR  
SKETCH TO ACCOMPANY THIS DESCRIPTION

\*\*NOT A BOUNDARY SURVEY\*\*  
15650 N RIVER RD

HARRIS-JORGENSEN LLC  
3048 DEL PRADO BLVD. SUITE 100  
CAPE CORAL, FLORIDA 33904-7232  
PHONE: (239) 257-2624  
FAX: (239) 257-2921



Buyer/Seller  
Settlement Statement

A. Settlement Statement

B. Type of Loan

|         |               |                 |                            |                |                          |
|---------|---------------|-----------------|----------------------------|----------------|--------------------------|
| 1. FHA  | 2. FmHA       | 3. Conv. Unins. | 6. File Number<br>2018.258 | 7. Loan Number | 8. Mortg. Ins. Case Num. |
| 4. V.A. | 5. Conv. Ins. |                 |                            | ID:            |                          |

C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

D. NAME OF BUYER: LEE COUNTY, a Political Subdivision of the State of Florida  
Address of Buyer: P.O. Box 398, Fort Myers, Florida 33902-0398

E. NAME OF SELLER: TK Enterprises, LLP., a Maryland limited liability partnership  
Address of Seller: 328 N. Hill Ct., Middletown, Maryland 21769 TIN:

F. NAME OF LENDER: N/A - Cash Transaction  
Address of Lender:

G. PROPERTY LOCATION: 15700 N. River Rd., Alva, Florida 33920

H. SETTLEMENT AGENT: Duncan & Associates, P.A. TIN: 59-1551472  
Place of Settlement: 1601 Jackson Street, Suite 101, Fort Myers, Florida 33901 Phone: 239-334-4574

I. SETTLEMENT DATE: 1/10/20 DISBURSEMENT DATE: 1/10/20

| J. Summary of buyer's transaction   |                  | K. Summary of seller's transaction   |                  |
|---|------------------|--|------------------|
| <b>100. Gross amount due from buyer:</b>  |                  | <b>400. Gross amount due to seller:</b>  |                  |
| 101. Contract sales price   | 90,000.00        | 401. Contract sales price  | 90,000.00        |
| 102. Personal property  |                  | 402. Personal property   |                  |
| 103. Settlement charges to buyer (Line 1400)  | 27.00            | 403.   |                  |
| 104.  |                  | 404.   |                  |
| 105.  |                  | 405.   |                  |
| <b>Adjustments for items paid by seller in advance:</b>                                   |                  | <b>Adjustments for items paid by seller in advance:</b>                                    |                  |
| 106. City/town taxes  |                  | 406. City/town taxes   |                  |
| 107. County taxes   |                  | 407. County taxes  |                  |
| 108. Assessments  |                  | 408. Assessments   |                  |
| 109.  |                  | 409.   |                  |
| 110.  |                  | 410.   |                  |
| 111.  |                  | 411.   |                  |
| 112.  |                  | 412.   |                  |
| <b>120. Gross amount due from buyer:</b>  | <b>90,027.00</b> | <b>420. Gross amount due to seller:</b>  | <b>90,000.00</b> |
| <b>200. Amounts paid or in behalf of buyer:</b>   |                  | <b>500. Reductions in amount due to seller:</b>  |                  |
| 201. Deposit or earnest money   |                  | 501. Excess deposit (see instructions)   |                  |
| 202. Principal amount of new loan(s)  |                  | 502. Settlement charges to seller (line 1400)  | 2,360.83         |
| 203. Existing loan(s) taken subject to  |                  | 503. Existing loan(s) taken subject to   |                  |
| 204. Principal amount of second mortgage  |                  | 504. Payoff of first mortgage loan   |                  |
| 205.  |                  | 505. Payoff of second mortgage loan  |                  |
| 206.  |                  | 506. Deposits held by seller   |                  |
| 207. Principal amt of mortgage held by seller   |                  | 507. Principal amt of mortgage held by seller  |                  |
| 208.  |                  | 508.   |                  |
| 209.  |                  | 509.   |                  |
| <b>Adjustments for items unpaid by seller:</b>  |                  | <b>Adjustments for items unpaid by seller:</b>   |                  |
| 210. City/town taxes  |                  | 510. City/town taxes   |                  |
| 211.  |                  | 511.   |                  |
| 212. Assessments  |                  | 512. Assessments   |                  |
| 213.  |                  | 513.   |                  |
| 214.  |                  | 514.   |                  |
| 215.  |                  | 515.   |                  |
| 216.  |                  | 516.   |                  |
| 217.  |                  | 517.   |                  |
| 218.  |                  | 518.   |                  |
| 219.  |                  | 519.   |                  |
| <b>220. Total paid by/for buyer:</b>  | <b>0.00</b>      | <b>520. Total reductions in amount due seller:</b>   | <b>2,360.83</b>  |
| <b>300. Cash at settlement from/to buyer:</b>   |                  | <b>600. Cash at settlement to/from seller:</b>   |                  |
| 301. Gross amount due from buyer (line 120)   | 90,027.00        | 601. Gross amount due to seller (line 420)   | 90,000.00        |
| 302. Less amount paid by/for the buyer (line 220)   | 0.00             | 602. Less total reductions in amount due seller (line 520)                                 | (2,360.83)       |
| 303. Cash ( <input checked="" type="checkbox"/> From <input type="checkbox"/> To ) Buyer: | 90,027.00        | 603. Cash ( <input checked="" type="checkbox"/> To <input type="checkbox"/> From ) Seller: | 87,639.17        |

Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

Seller Instructions: If this real estate was your principal residence, file Form 2119, Sale or Exchange of Principal Residence, for any gain, with your tax return; for other transactions, complete the applicable parts of Form 4797, Form 6262 and/or Schedule D (Form 1040).

Buyer's Initial(s): KB

Seller's Initial(s): RLJ

| L. Settlement charges                                |  |           |  | Buyer POC | Seller POC | Paid from Buyer's Funds at Settlement | Paid from Seller's Funds at Settlement |
|--|--|-----------|--|-----------|------------|---------------------------------------|--|
| 700. Total Sales/Brokers Com. based on price         | \$90,000.00 @                                  | % =       |  |           |            |                                       |  |
| 701.   | % to   |           |  |           |            |                                       |  |
| 702.   | % to   |           |  |           |            |                                       |  |
| 703. Commission paid at settlement                   |  |           |  |           |            |                                       |  |
| 704.   | to   |           |  |           |            |                                       |  |
| 800. Items payable in connection with loan:          |  |           |  | Buyer POC | Seller POC |                                       |  |
| 801. Loan origination fee                            | % to   |           |  |           |            |                                       |  |
| 802. Loan discount                                   | % to   |           |  |           |            |                                       |  |
| 803. Appraisal fee                                   | to   |           |  |           |            |                                       |  |
| 804. Credit report                                   | to   |           |  |           |            |                                       |  |
| 805. Lender's inspection fee                         | to   |           |  |           |            |                                       |  |
| 806. Mortgage insurance application fee              | to   |           |  |           |            |                                       |  |
| 807. Assumption Fee                                  | to   |           |  |           |            |                                       |  |
| 808.   | to   |           |  |           |            |                                       |  |
| 809.   | to   |           |  |           |            |                                       |  |
| 810.   | to   |           |  |           |            |                                       |  |
| 811.   | to   |           |  |           |            |                                       |  |
| 900. Items required by lender to be paid in advance: |  |           |  | Buyer POC | Seller POC |                                       |  |
| 901. Interest from                                   | to @ /day                                      |           |  |           |            |                                       |  |
| 902. Mortgage insurance premium for                  | months to                                      |           |  |           |            |                                       |  |
| 903. Hazard insurance premium for                    | years to                                       |           |  |           |            |                                       |  |
| 904. Flood insurance premium for                     | years to                                       |           |  |           |            |                                       |  |
| 905.   | years to                                       |           |  |           |            |                                       |  |
| 1000. Reserves deposited with lender:                |  |           |  | Buyer POC | Seller POC |                                       |  |
| 1001. Hazard insurance                               | months @                                       | per month |  |           |            |                                       |  |
| 1002. Mortgage insurance                             | months @                                       | per month |  |           |            |                                       |  |
| 1003. City property taxes                            | months @                                       | per month |  |           |            |                                       |  |
| 1004. County property taxes                          | months @                                       | per month |  |           |            |                                       |  |
| 1005. Annual assessments                             | months @                                       | per month |  |           |            |                                       |  |
| 1006. Flood insurance                                | months @                                       | per month |  |           |            |                                       |  |
| 1007.  | months @                                       | per month |  |           |            |                                       |  |
| 1008.  | months @                                       | per month |  |           |            |                                       |  |
| 1009. Aggregate accounting adjustment                |  |           |  |           |            |                                       |  |
| 1100. Title charges:                                 |  |           |  | Buyer POC | Seller POC |                                       |  |
| 1101. Settlement or closing fee                      | to Duncan & Associates, P.A.                   |           |  |           |            |                                       | 1,150.00                               |
| 1102. Abstract or title search                       | to   |           |  |           |            |                                       |  |
| 1103. Title examination                              | to   |           |  |           |            |                                       |  |
| 1104. Title insurance binder                         | to   |           |  |           |            |                                       |  |
| 1105. Document preparation                           | to   |           |  |           |            |                                       |  |
| 1106. Notary fees                                    | to   |           |  |           |            |                                       |  |
| 1107. Attorney's Fees                                | to   |           |  |           |            |                                       |  |
| (includes above item numbers: )                      |  |           |  |           |            |                                       |  |
| 1108. Title Insurance                                | to Old Republic Nat. Title/Duncan & Associates |           |  |           |            |                                       | 517.50                                 |
| (includes above item numbers: )                      |  |           |  |           |            |                                       |  |
| 1109. Lender's coverage (Premium):                   |  |           |  |           |            |                                       |  |
| 1110. Owner's coverage (Premium):                    | \$90,000.00 (\$517.50)                         |           |  |           |            |                                       |  |
| 1111. Endorse:                                       |  |           |  |           |            |                                       |  |
| 1112.  | to   |           |  |           |            |                                       |  |
| 1113.  | to   |           |  |           |            |                                       |  |
| 1200. Government recording and transfer charges:     |  |           |  |           |            |                                       |  |
| 1201. Recording fees                                 | Deed \$27.00 Mortgage(s) Releases              |           |  |           |            | 27.00                                 |  |
| 1202. City/county tax/stamps                         | Deed Mortgage(s)                               |           |  |           |            |                                       |  |
| 1203. State tax/stamps                               | Deed \$630.00 Mortgage(s)                      |           |  |           |            |                                       | 630.00                                 |
| 1204. QCD Chadwell to TK Ent.                        | to Clerk of Circuit Court                      |           |  |           |            |                                       | 27.70                                  |
| 1205. Partnership Affidavit                          | to Clerk of Circuit Court                      |           |  |           |            |                                       | 27.00                                  |
| 1300. Additional settlement charges:                 |  |           |  | Buyer POC | Seller POC |                                       |  |
| 1301. Survey   | to   |           |  |           |            |                                       |  |
| 1302. Pest Inspection                                | to   |           |  |           |            |                                       |  |
| 1303. 20'Co.Tax (\$329.99)est 1/1/20-1/10/20         | to Lee County Tax Collector                    |           |  |           |            |                                       | 8.63                                   |
| 1304.  | to   |           |  |           |            |                                       |  |
| 1305.  | to   |           |  |           |            |                                       |  |
| 1306.  | to   |           |  |           |            |                                       |  |
| 1307.  | to   |           |  |           |            |                                       |  |
| 1308.  | to   |           |  |           |            |                                       |  |
| 1309.  |  |           |  |           |            |                                       |  |
| 1400. Total settlement charges:                      |  |           |  |           |            |                                       |  |
| ( Enter on lines 103, Section J and 502, Section K ) |  |           |  |           |            | 27.00                                 | 2,360.83                               |

I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

LEE COUNTY, a Political Subdivision of the State of Florida  
 By: Karen Babcock Buyer  
 Karen Babcock, Property Acquisition Agent

TK Enterprises, LLP  
 By: Peter J. Trepper Seller  
 Peter J. Trepper, General Partner

The Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused, or will cause, the funds to be disbursed in accordance with this statement.

Duncan & Associates, P.A.  
 By: \_\_\_\_\_ Date \_\_\_\_\_  
 As Its Authorized Representative

# OWNER'S POLICY OF TITLE INSURANCE

## OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Any notice of claim and any other notice or statement in writing required to be given to the Company under this Policy must be given to the Company at the address shown in Section 18 of the Conditions.

### COVERED RISKS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, a Florida corporation (the "Company") insures, as of Date of Policy, against loss or damage, not exceeding the Amount of Insurance, sustained or incurred by the Insured by reason of:

1. Title being vested other than as stated in Schedule A.
2. Any defect in or lien or encumbrance on the Title. This Covered Risk includes but is not limited to insurance against loss from
  - (a) A defect in the Title caused by
    - (i) forgery, fraud, undue influence, duress, incompetency, incapacity, or impersonation;
    - (ii) failure of any person or Entity to have authorized a transfer or conveyance;
    - (iii) a document affecting Title not properly created, executed, witnessed, sealed, acknowledged, notarized, or delivered;
    - (iv) failure to perform those acts necessary to create a document by electronic means authorized by law;
    - (v) a document executed under a falsified, expired, or otherwise invalid power of attorney;
    - (vi) document not properly filed, recorded, or indexed in the Public Records including failure to perform those acts by electronic means authorized by law; or
    - (vii) a defective judicial or administrative proceeding.
  - (b) The lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
  - (c) Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land. The term "encroachment" includes encroachments of existing improvements located on the Land onto adjoining land, and encroachments onto the Land of existing improvements located on adjoining land.
3. Unmarketable Title.
4. No right of access to and from the Land.
5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (a) the occupancy, use, or enjoyment of the Land;
  - (b) the character, dimensions, or location of any improvement erected on the Land;
  - (c) the subdivision of land; or
  - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.

*(Covered Risks continued)*

*In Witness Whereof*, OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY, has caused this policy to be signed and sealed as of Date of Policy shown in Schedule A, the policy to become valid when countersigned by an authorized signatory of the Company.



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY  
A Stock Company  
400 Second Avenue South, Minneapolis, Minnesota 55401  
(612) 371-1111

By *C. Monroe* President  
Attest *David Wald* Secretary

**SERIAL**  
**OF6-8753194**

*(Covered Risks continued)*

6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without Knowledge.
9. Title being vested other than as stated in Schedule A or being defective
  - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws: or
  - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
    - (i) to be timely, or
    - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The Company will also pay the costs, attorneys' fees, and expenses incurred in defense of any matter insured against by this Policy, but only to the extent provided in the Conditions.

#### EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy; or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

#### CONDITIONS

##### 1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
  - (i) the term "Insured" also includes
    - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
    - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
    - (C) successors to an Insured by its conversion to another kind of Entity;
    - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
      - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,



- (2) if the grantee wholly owns the named Insured.
  - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
  - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
- (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
  - (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
  - (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
  - (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
  - (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.
  - (j) "Title": The estate or interest described in Schedule A.
  - (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

## 2. CONTINUATION OF INSURANCE

The coverage of this policy shall continue in force as of Date of Policy in favor of an Insured, but only so long as the Insured retains an estate or interest in the Land, or holds an obligation secured by a purchase money Mortgage given by a purchaser from the Insured, or only so long as the Insured shall have liability by reason of warranties in any transfer or conveyance of the Title. This policy shall not continue in force in favor of any purchaser from the Insured of either (i) an estate or interest in the Land, or (ii) an obligation secured by a purchase money Mortgage given to the Insured.

## 3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 5(a) of these Conditions, (ii) in case Knowledge shall come to an Insured hereunder of any claim of title or interest that is adverse to the Title, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if the Title, as insured, is rejected as Unmarketable Title. If the Company is prejudiced by the failure of the Insured Claimant to provide prompt notice, the Company's liability to the Insured Claimant under the policy shall be reduced to the extent of the prejudice.

## 4. PROOF OF LOSS

In the event the Company is unable to determine the amount of loss or damage, the Company may, at its option, require as a condition of payment that the Insured Claimant furnish a signed proof of loss. The proof of loss must describe the defect, lien, encumbrance, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage.

## 5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.
- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.

## 6. DUTY OF INSURED CLAIMANT TO COOPERATE

- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.

#### **7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**

In case of a claim under this policy, the Company shall have the following additional options:

- (a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or

(ii) to pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.

#### **8. DETERMINATION AND EXTENT OF LIABILITY**

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.

- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of

(i) the Amount of Insurance; or

(ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.

- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,

(i) the Amount of Insurance shall be increased by 10%, and

(ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.

- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

#### **9. LIMITATION OF LIABILITY**

(a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as insured.

(c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

#### **10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY**

All payments under this policy, except payments made for costs, attorneys' fees, and expenses, shall reduce the Amount of Insurance by the amount of the payment.

#### **11. LIABILITY NONCUMULATIVE**

The Amount of Insurance shall be reduced by any amount the Company pays under any policy insuring a Mortgage to which exception is taken in Schedule B or to which the Insured has agreed, assumed, or taken subject, or which is executed by an Insured after Date of Policy and which is a charge or lien on the Title, and the amount so paid shall be deemed a payment to the Insured under this policy.

#### **12. PAYMENT OF LOSS**

When liability and the extent of loss or damage have been definitely fixed in accordance with these Conditions, the payment shall be made within 30 days.

#### **13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT**

(a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant

in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

- (b) The Company's right of subrogation includes the rights of the Insured to indemnities, guaranties, other policies of insurance, or bonds, notwithstanding any terms or conditions contained in those instruments that address subrogation rights.

#### 14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of the controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the Company in connection with its issuance or the breach of a policy provision or other obligation. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the Insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator (s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

#### 15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

- (a) This policy together with all endorsements, if any, attached to it by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.
- (b) Any claim of loss or damage that arises out of the status of the Title or by any action asserting such claim whether or not based on negligence shall be restricted to this policy.
- (c) Any amendment of or endorsement to this policy must be in writing and authenticated by an authorized person, or expressly incorporated by Schedule A of this policy.
- (d) Each endorsement to this policy issued at any time is made a part of this policy and is subject to all of its terms and provisions. Except as the endorsement expressly states, it does not (i) modify any of the terms and provisions of the policy, (ii) modify any prior endorsement, (iii) extend the Date of Policy, or (iv) increase the Amount of Insurance.

#### 16. SEVERABILITY

In the event any provision of this policy, in whole or in part, is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision or such part held to be invalid, but all other provisions shall remain in full force and effect.

#### 17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located.

Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.

- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

#### 18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at

400 Second Avenue South, Minneapolis, Minnesota 55401-2499, Phone: (612) 371-1111.

FORM OF6 (rev. 12/10) (With Florida Modifications)

Page 5 of 5

**Old Republic National  
Title Insurance Company**

OWNER'S  
TITLE INSURANCE  
POLICY



For information about coverage or  
assistance in resolving complaints,  
call (612) 371-1111.

Offices at  
400 Second Avenue South  
Minneapolis, Minnesota 55401

# Old Republic National Title Insurance Company

## OWNER'S POLICY Schedule A

Policy No.:  
OF6-8753194

Date of Policy:  
January 10, 2020 @ 03:44 PM

Agent's File Reference:  
2018.258

Amount of Insurance: \$90,000.00

Premium: \$517.50

Address Reference: 15700 N. River Rd., Alva, FL 33920

1. Name of Insured: Lee County, a Political Subdivision of the State of Florida
2. The estate or interest in the Land that is insured by this policy is: Fee Simple as shown by instrument recorded as Official Records Instrument Number 202000009238 of the Public Records of Lee County, Florida.
3. Title is vested in: Lee County, a Political Subdivision of the State of Florida
4. The Land referred to in this policy is described as follows:

A PLOT OR PARCEL OF LAND LYING IN A PORTION OF THE SOUTHEAST QUARTER (SE1/4), LYING WEST OF TELEGRAPH CREEK AND LYING SOUTH OF ROAD RIGHT OF WAY, (NORTH RIVER ROAD) ALSO KNOWN AS SR 78-S), LYING IN SECTION 15, TOWNSHIP 43 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCING FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 15, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING A CONCRETE MONUMENT; THENCE RUN N00°12'53"W. TO A POINT ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTH RIVER ROAD (ALSO KNOWN AS S.R. 78-S) TO A CONCRETE MONUMENT FOR 645.08 FEET; THENCE RUN N.89°59'39"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A CONCRETE MONUMENT FOR 147.14 FEET; THENCE RUN S.89°04'14"E. ALONG SAID SOUTH

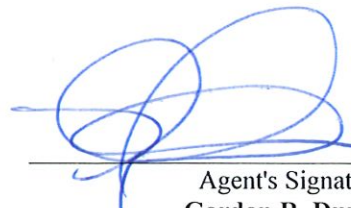
## Old Republic National Title Insurance Company

400 Second Avenue South, Minneapolis, Minnesota 55401, (612) 371-1111

Agent No.: 3402

Issuing Agent:

Duncan & Associates, P.A.  
1601 Jackson Street  
Suite 101  
Fort Myers, FL 33901



Agent's Signature  
Gordon R. Duncan  
Attorney at Law

# Old Republic National Title Insurance Company

## OWNER'S POLICY Schedule A (Continued)

Policy No.:  
OF6-8753194

Agent's File Reference:  
2018.258

RIGHT-OF-WAY LINE FOR 529.26 FEET TO A CONCRETE MONUMENT AND A POINT OF CURVATURE; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT FOR 60.17 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 2123.59 FEET, A CENTRAL DELTA ANGLE OF  $01^{\circ}37'25''$ , A CHORD DISTANCE OF 60.17 FEET AND A CHORD BEARING OF  $S.88^{\circ}13'50''E.$  TO THE WEST LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY SECTION 1256-150, SHEET 1, DATED 1955, TITLED; 'NORTH RIVER ROAD" (80' WIDE); THENCE RUN  $S.02^{\circ}36'20''W.$  ALONG THE WESTERLY LIMIT OF SAID ROADWAY SECTION FOR 15.00 FEET TO A POINT OF CUSP OF CURVATURE AND A CONCRETE MONUMENT; THENCE RUN ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH FOR 30.84 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 2108.59 FEET, A CENTRAL DELTA ANGLE OF  $00^{\circ}50'17''$ , A CHORD DISTANCE OF 30.84 FEET AND A CHORD THAT BEARS  $S.86^{\circ}58'31''E.$  TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE RUN  $S.03^{\circ}31'43''W.$  FOR 186.35 FEET TO A CONCRETE MONUMENT; THENCE RUN  $S.89^{\circ}17'12''E.$  TO A POINT ALONG THE WESTERLY NATURAL SHORELINE OF TELEGRAPH CREEK, BEING THE APPROXIMATE MEAN HIGH WATERS, FOR 168.39 FEET, MORE OR LESS; THENCE RUN ALONG SAID MEAN HIGH WATERS (TELEGRAPH CREEK) THE FOLLOWING BEARING AND DISTANCES;  $N.60^{\circ}30'47''E.$  41.35 FEET; THENCE  $N.57^{\circ}49'44''E.$  9.40 FEET; THENCE  $N.34^{\circ}17'11''E.$  12.30 FEET; THENCE  $N.10^{\circ}52'03''E.$  10.94 FEET; THENCE  $N.05^{\circ}22'32''E.$  23.53 FEET; THENCE  $N.02^{\circ}11'33''W.$  16.90 FEET; THENCE  $N.05^{\circ}00'47''W.$  16.93 FEET; THENCE  $N.13^{\circ}06'40''W.$  27.71 FEET; THENCE  $N.13^{\circ}43'06''W.$  12.87 FEET; THENCE  $N.14^{\circ}39'05''W.$  12.78 FEET; THENCE  $N.19^{\circ}45'52''W.$  3.82 FEET; THENCE  $N.06^{\circ}11'52''W.$  5.69 FEET; THENCE  $N.26^{\circ}17'09''W.$  TO A POINT ALONG THE ARC OF A CURVE, BEING THE SOUTH RIGHT-OF-WAY LINE OF NORTH RIVER ROAD FOR 3.14 FEET, MORE OR LESS; THENCE RUN ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH FOR 195.24 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 2108.59 FEET, A CENTRAL DELTA ANGLE OF  $05^{\circ}18'18''$ , A CHORD THAT BEARS  $N.83^{\circ}54'14''W.$  AND A CHORD DISTANCE OF 195.17 FEET TO THE POINT OF BEGINNING,

# Old Republic National Title Insurance Company

## OWNER'S POLICY Schedule B

Policy No.:  
OF6-8753194

Agent's File Reference:  
2018.258

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees, or expenses that arise by reason of:

1. General or special taxes and assessments required to be paid in the year 2020 and subsequent years not yet due and payable..
2. Rights or claims of parties in possession not recorded in the Public Records.
3. Any encroachment, encumbrance, violation, variation or adverse circumstance that would be disclosed by an inspection or an accurate and complete land survey of the Land and inspection of the Land.
4. Easements or claims of easements not recorded in the Public Records.
5. Any lien, or right to a lien, for services, labor or material furnished, imposed by law and not recorded in the Public Records.
6. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the Land(s) insured hereunder, including submerged, filled and artificially exposed lands, and lands accreted to such lands.
7. Note: Standard Exceptions Numbers 2, 3, 4 and 5 are hereby deleted
8. Terms and conditions of the Boundary Line Agreement by and between Terri R. Chadwell and Deborah S. Ruddell and TK Enterprises, LLP, a Maryland limited liability partnership and Peter J. Trepper, individually, recorded as Instrument No. 2019000289396 Public Records of Lee County, Florida.
9. Lee County Ordinance No. 86-14 recorded November 30, 1990, in O.R. Book 2189, Page 3281; and amended by Ordinance No. 86-38 in O.R. Book 2189, Page 3334, Public Records of Lee County, Florida.
10. Rights of the United States of America and/or the State of Florida to any portion of said land which has been created by artificial means, and lands accreted thereto.
11. The right of the United States Government, in the interest of navigation and commerce, to regulate any portion of the Land that was formerly submerged by navigable waters.
12. Any portion of the Land lying waterward of the ordinary high water mark of Telegraph Creek, and lands accreted thereto.
13. Any portion of the Land created by accretion, avulsion, reliction or artificial means.
14. Riparian and littoral rights are not insured.

Prepared by and return to:

Joyce Scarbrough  
Paralegal  
Duncan & Associates, P.A.  
1601 Jackson Street Suite 101  
Fort Myers, FL 33901  
239-334-4574  
File Number: 2018.258  
Will Call No.:

[Space Above This Line For Recording Data]

## Warranty Deed

**This Warranty Deed** made this 10th day of January, 2020 between TK Enterprises, LLP., a Maryland limited liability partnership whose post office address is 328 N. Hill Ct., Middletown, MD 21769, grantor, and LEE COUNTY, a Political Subdivision of the State of Florida whose post office address is P.O. Box 398, Fort Myers, FL 33902-0398, grantee:

(Whenever 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, trusts and trustees)

**Witnesseth**, that said grantor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in Lee County, Florida to-wit:

**A PLOT OR PARCEL OF LAND LYING IN A PORTION OF THE SOUTHEAST QUARTER (SE1/4), LYING WEST OF TELEGRAPH CREEK AND LYING SOUTH OF ROAD RIGHT OF WAY, (NORTH RIVER ROAD) ALSO KNOWN AS SR 78-S), LYING IN SECTION 15, TOWNSHIP 43 SOUTH, RANGE 26 EAST, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:**

**COMMENCING FROM THE NORTHWEST CORNER OF GOVERNMENT LOT 2, SECTION 15, TOWNSHIP 43 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING A CONCRETE MONUMENT; THENCE RUN N00°12'53"W. TO A POINT ALONG THE SOUTH RIGHT-OF-WAY LINE OF NORTH RIVER ROAD (ALSO KNOWN AS S.R. 78-S) TO A CONCRETE MONUMENT FOR 645.08 FEET; THENCE RUN N.89°59'39"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE TO A CONCRETE MONUMENT FOR 147.14 FEET; THENCE RUN S.89°04'14"E. ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR 529.26 FEET TO A CONCRETE MONUMENT AND A POINT OF CURVATURE; THENCE RUN ALONG THE ARC OF A CURVE TO THE RIGHT FOR 60.17 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 2123.59 FEET, A CENTRAL DELTA ANGLE OF 01°37'25", A CHORD DISTANCE OF 60.17 FEET AND A CHORD BEARING OF S.88°13'50"E. TO THE WEST LINE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROADWAY SECTION 1256-150, SHEET 1, DATED 1955, TITLED; 'NORTH RIVER ROAD' (80' WIDE); THENCE RUN S.02°36'20"W. ALONG THE WESTERLY LIMIT OF SAID ROADWAY SECTION FOR 15.00 FEET TO A POINT OF CUSP OF CURVATURE AND A CONCRETE MONUMENT; THENCE RUN ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH FOR 30.84 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 2108.59 FEET, A CENTRAL DELTA ANGLE OF 00°50'17", A CHORD DISTANCE OF 30.84 FEET AND A CHORD THAT BEARS S.86°58'31"E. TO AN IRON PIN AND THE POINT OF BEGINNING; THENCE RUN S.03°31'43"W. FOR 186.35 FEET TO A CONCRETE MONUMENT; THENCE RUN S.89°17'12"E. TO A POINT ALONG THE WESTERLY NATURAL SHORELINE OF TELEGRAPH CREEK, BEING THE APPROXIMATE MEAN HIGH WATERS, FOR 168.39 FEET, MORE OR LESS; THENCE RUN ALONG SAID MEAN HIGH WATERS (TELEGRAPH CREEK) THE FOLLOWING BEARING AND DISTANCES; N.60°30'47"E. 41.35 FEET; THENCE N.57°49'44"E.**

9.40 FEET; THENCE N.34°17'11"E. 12.30 FEET; THENCE N.10°52'03"E. 10.94 FEET; THENCE N.05°22'32"E. 23.53 FEET; THENCE N.02°11'33"W. 16.90 FEET; THENCE N.05°00'47"W. 16.93 FEET; THENCE N.13°06'40"W. 27.71 FEET; THENCE N.13°43'06"W. 12.87 FEET; THENCE N.14°39'05"W. 12.78 FEET; THENCE N.19°45'52"W. 3.82 FEET; THENCE N.06°11'52"W. 5.69 FEET; THENCE N.26°17'09"W. TO A POINT ALONG THE ARC OF A CURVE, BEING THE SOUTH RIGHT-OF-WAY LINE OF NORTH RIVER ROAD FOR 3.14 FEET, MORE OR LESS; THENCE RUN ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH FOR 195.24 FEET, SAID CURVE HAVING THE FOLLOWING ELEMENTS, A RADIUS OF 2108.59 FEET, A CENTRAL DELTA ANGLE OF 05°18'18", A CHORD THAT BEARS N.83°54'14"W. AND A CHORD DISTANCE OF 195.17 FEET TO THE POINT OF BEGINNING,

Parcel Identification Number: 15-43-26-00-00008.0000

Subject to: Covenants, conditions, restrictions, easements, limitations and zoning ordinances of record, if any and Taxes for the year 2020 and subsequent.

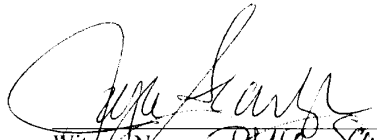
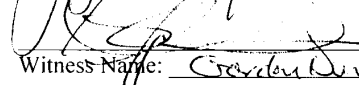
**Together** with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

**To Have and to Hold**, the same in fee simple forever.

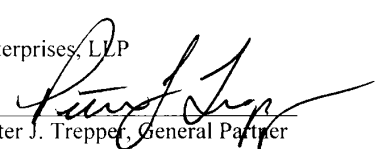
**And** the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except taxes accruing subsequent to **December 31, 2019**.

**In Witness Whereof**, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

  
Witness Name: Joyce Scarbrough  
  
Witness Name: Gordon Duncanson

TK Enterprises, LLP

By:   
Peter J. Trepper, General Partner

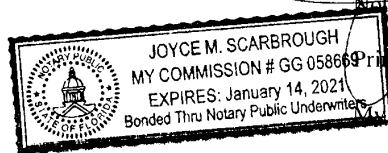
Acquisition approved by the Lee County Board of Commissioners action on OCT. 2, 2018 and accepted on behalf of the board by \_\_\_\_\_

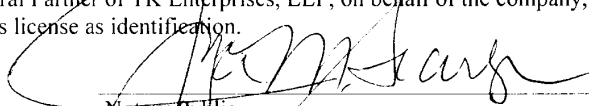
SILVY RAMBARRIN on JAN 10, 2020 in accordance with LEE COUNTY AGENDA ITEM C10 TELEGRAPH CREEK Project KAYAK LAUNCH Parcel 100/16

State of Florida  
County of Lee

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 8<sup>th</sup> day of January, 2020 by Peter J. Trepper, General Partner of TK Enterprises, LLP, on behalf of the company, who  is personally known to me or  has produced a driver's license as identification. ENTERPRISE

[Notary Seal]



  
Notary Public

Printed Name: \_\_\_\_\_

Commission Expires: \_\_\_\_\_



AGENDA ITEM REPORT

DATE: October 2, 2018  
DEPARTMENT: County Lands  
REQUESTER: Robert Clemens  
TITLE: Approve Purchase of Land for the Telegraph Creek Kayak Launch Project

KB



I. MOTION REQUESTED

- A. Approve Purchase Agreement with TK Enterprises, LLP, a Maryland limited liability partnership, for the voluntary purchase of +/-0.92 acres in fee simple interest in the amount of \$90,000, for the Telegraph Creek Kayak Launch Project, pursuant to the terms of the Purchase Agreement;
- B. Authorize the Chair on behalf of the Board to execute the Purchase Agreement;
- C. Authorize payment of the necessary costs and fees to complete transaction;
- D. Authorize County Lands to handle and accept all documentation necessary to complete transaction;
- E. Approve a transfer from reserves in the amount of \$95,400;
- F. Approve a budget amendment resolution in the amount of \$95,400 and increase the FY 18/19 Capital Improvement-Regional Park Impact Fees budget accordingly.

II. ITEM SUMMARY

Acquires approximately 0.92 acres of land in fee simple interest, for the Telegraph Creek Kayak Launch Project at a cost of \$90,000. This parcel will provide land to accommodate a kayak launch along North River Road where it intersects with Telegraph Creek.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

B) Policy Issues

C) BoCC Goals

D) Analysis

The property was previously used by the public as a local kayak launch. TK Enterprises purchased the property in July 2017 for \$26,725.00. After this purchase, TK enterprises cleared the property and fenced the boundary. Based upon a Determination of Minimum Use, the property qualifies for one single-family residence.

Several complaints were made when the property was fenced. These complaints of denied public launching access at this location led to the determined need to pursue purchase of this parcel when it became available.

The Owner obtained two appraisals based on the ability to construct a single-family residence with a value between \$90,000 and \$110,000.

Subject Property:

Vacant land – STRAP No. 15-43-26-00-00008.0000

Land Use – Rural; Zoning – AG-2; Size – 0.92+/- acres

Owner: TK Enterprises, LLP, a Maryland limited liability partnership

The parcel was acquired by the current owner on July 6, 2017 for \$26,725. The appraiser acknowledged that while this was an arm's length transaction, it was below market.

Appraised Value: \$95,000, appraised by T.A. Tippett, Inc. – Thomas A. Tippett, MAI

Purchase Price: \$90,000

Estimated Closing Costs: \$5,400 (Costs include environmental assessment, surveying, closing expenses and fees)

E) Options

**IV. FINANCIAL INFORMATION**

|    |  |   |
|----|--|---|
| A) | Current year dollar amount of item:  | \$95,400  |
| B) | Is this item approved in the current budget?   | No  |
| C) | Is this a revenue or expense item?   | Expense   |
| D) | Is this Discretionary or Mandatory?  | Discretionary                                       |
| E) | Will this item impact future budgets?<br>If yes, please include reasons in III(D) above.   | Yes   |
| F) | Fund: Regional Park Impact Fees<br>Program: Parks Projects<br>Project: Telegraph Creek Kayak Launch<br>Account Strings: 20067038700.506199 |   |
| G) | Fund Type?   | Other Capital Improvement-Regional Park Impact Fees |
| H) | Comments:<br>Funding for maintenance of the facility will be included in Lee County Parks and Recreation's annual operating budget.        |   |

**V. RECOMMENDATION**

Approve

**VI. TIMING/IMPLEMENTATION**

**VII. FOLLOWUP**

**ATTACHMENTS:**

| Description                            | Upload Date | Type              |
|--|-------------|-------------------|
| Purchase Agreement                     | 9/12/2018   | Agreement         |
| Title Data                             | 9/12/2018   | Backup Material   |
| Location Map                           | 9/12/2018   | Backup Material   |
| Transfer from Reserves                 | 9/12/2018   | Transfer of Funds |
| Sales History                          | 9/13/2018   | Backup Material   |
| Budget Amendment                       | 9/13/2018   | Resolution        |
| 100218R- C-10 -Transfer of Funds-95400 | 10/10/2018  | Transfer of Funds |
| 100218R- C-10 -Resolution 18-10-01     | 10/10/2018  | Resolution        |
| 100218R- C-10 -Agreement for Purchase  | 10/10/2018  | Agreement         |

**REVIEWERS:**

Memorandum  
from the  
**Department of County Lands**

Date: January 4, 2024

To: Minutes Department  
Lee County Clerk of Court

From:   
Lou Zappitelli  
Property Acquisition Assistant

**SUBJECT:** BoCC Date: October 2, 2018, Item #C10

Enclosed please find the following items:

- Copy of Owner's Title Policy: OF6-8753194
- Copy of Recorded Warranty Deed: Instr. #2020000009238
- Copy of Recorded Temporary Construction Agreement
- Copy of Purchase Agreement
- Copy of Settlement Statement
- Copy of Agenda Items Report 10-2-2018, Item #C10
- Copy of Recorded
- Other:

These documents are now the permanent records of the Clerk's Minutes Department.

Enclosures as stated.