

This document prepared by
Lee County - County Lands Department
Project: NLCWTP Plant Project, No. 7619
Parcel: Hoke/Murray Tract
STRAP No.: 14-43-25-00-00011.0000

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This Agreement for purchase and sale of real property between **Ronald Carraway, Individually and as Successor Trustee under Hoke Family Trust established June 9, 1972 by E. W. Hoke and Myrtle E. Hoke, Trustors**, as to an undivided one-half interest, whose address is 27821 Higuera, Mission Viejo, CA 92691, and **Darrell W. Goen, and Alice C. Goen, Individually and as Co-Trustees of the Goen Family Trust dated April 13, 2006, with power and authority to protect, conserve, sell, lease, encumber or otherwise deal with the real property described herein, all as provided in Florida Statute 689.071**, as to an undivided one-eighth interest, whose address is 3844 Yonder Drive, Lake Havasu City, AZ 86406, and **Delbert M. Goen, Individually and as Trustee of the Delbert M. Goen Living Trust Dated August 16, 2006, with power and authority to protect, conserve, sell, lease, encumber or otherwise deal with the real property described herein, all as provided in Florida Statute 689.071**, as to an undivided one-eighth interest, whose address is c/o The Law Firm of Christopher W. Dumm, 4000 S. Range Line Road, Joplin, MO 64804, and **Dean Properties, LLC, an Arizona Limited Liability Corporation**, as to an undivided one-eighth interest, whose address is 1810 Hickory Drive, Lake Havasu City, AZ 86406, and **Chester A. Hipple and Cynthia F. Hipple, Individually and as Co-Trustees of The Hipple Trust Dated January 23, 2007, with power and authority to protect, conserve, sell, lease, encumber or otherwise deal with the real property described herein, all as provided in Florida Statute 689.071**, as to an undivided one-eighth interest, whose address is 21711 Rushford Drive, Lake Forest, CA 92630, and hereinafter collectively referred to as SELLER, and **Lee County, a political subdivision of the State of Florida**, hereinafter referred to as COUNTY, is made effective as of the date when the COUNTY has approved the Agreement, hereinafter referred to as "Effective Date".

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and COUNTY agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 40.25 acres more or less, and located East of Durrance Road, in North

Fort Myers, Florida 33917, and more particularly described as: *The Northeast one-quarter (1/4) of the Southwest one-quarter (1/4) of Section 14, Township 43 South, Range 25 East, in Lee County, Florida* (the "Property"). This Property will be acquired for the North Lee County WTP 15 MGD Expansion Project No. 7619 (the "Project").

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Hundred Sixty-Five Thousand and No/100 Dollars (\$265,000.00), payable at closing in U.S. Currency by official bank check.

3. **EVIDENCE OF TITLE:** COUNTY will obtain at COUNTY's expense an American Land Title Association Form B Title Commitment and title insurance Owner's Policy in the amount of the Purchase Price, from a title company acceptable to COUNTY. 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, subject only to real estate taxes for the current year, zoning, use restrictions imposed by governmental authority, deed restrictions and easements acceptable to COUNTY, as determined by COUNTY.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** COUNTY has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by COUNTY, whichever occurs first, will be at SELLER's sole risk and expense. However, COUNTY may accept the damaged Property or cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS:** SELLER will execute and provide:

A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance (deed/affidavit to be prepared by COUNTY'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,
- (c) any and all assessments levied against the Property must be paid in full at closing;
- (d) documentary stamps on deed(s);

- (e) payment of release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any;
- (g) wiring fees, if desired by SELLER.

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

- (a) Recording fee for deed(s);
- (b) title commitment and policy;
- (c) survey, (if desired by COUNTY); and
- (d) environmental/ecological analyses (if desired by COUNTY).

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

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, COUNTY will have a reasonable time to examine the title and documents establishing legal access to the Property. If title is found to be defective, COUNTY 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 30 days after notice, COUNTY may elect to accept the Property in its existing condition or may terminate this Agreement without obligation.

10. **SURVEY:** COUNTY may order the Property surveyed at COUNTY'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 COUNTY may elect to treat those discrepancies, violations or encroachments as a title defect.

Prior to closing the COUNTY may obtain metes and bounds legal description and sketch of the Property, which may be utilized as the exhibit to the deed(s) of conveyance.

11. **ENVIRONMENTAL AND ECOLOGICAL AUDITS:** Within thirty (30) days of the Effective Date of this Agreement, COUNTY may perform or have performed, at COUNTY's expense, ecological and environmental audits of the Property. If the audits identify ecological or environmental conditions unacceptable to the COUNTY, COUNTY may elect to accept the Property in its existing condition or COUNTY may terminate this Agreement without obligation.

12. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER, to the best of SELLER's knowledge, 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. To the best of SELLER's knowledge, 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, to the best of SELLER's knowledge, 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. To the best of SELLER's knowledge, 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. To the best of SELLER's knowledge, 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. To the best of SELLER's knowledge, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER's knowledge, there is no evidence of release of hazardous materials onto or into the Property.

The SELLER, to the best of SELLER's knowledge, 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 COUNTY harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

13. **TIME AND BINDING AGREEMENT:** The COUNTY'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 COUNTY abandons this Project after execution of this Agreement, but before closing, COUNTY may terminate this Agreement without obligation.

14. **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 Effective Date of this Agreement. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

18. **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.

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

WITNESSES:

SEE CALIFORNIA NOTARY, ATTACHED

[1st Witness' Signature]

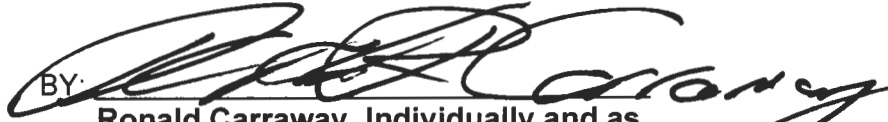
Caitlin Turner

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

SELLER:

BY: 

**Ronald Carraway, Individually and as
Successor Trustee** under Hoke Family
Trust established June 9, 1972 by E. W.
Hoke and Myrtle E. Hoke, Trustors
as to an undivided one-half interest

Oct. 6, 2023
Date

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

On October 6, 2023 before me, Caitlin Turner , Notary Public
(insert name and title of the officer)

personally appeared Ronald Carraway -----,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (is/are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *Caitlin Turner* (Seal)



Attached Acknowledgment is for Agreement for Purchase and sale of Real Estate.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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WITNESSES:

SELLER:

Darrell W. Goen and Alice C. Goen, Individually and as Co-Trustees of the Goen Family Trust dated April 13, 2006, with power and authority to protect, conserve, sell, lease, encumber or otherwise deal with the real property described herein, all as provided in Florida Statute 689.071, as to an undivided one-eighth interest

By: *[Signature]*
Darrell W. Goen, a married man
Individually and as Co-Trustee

10/18/2023
Date

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

By: *[Signature]*
Alice C. Goen, a married woman
Individually and as Co-Trustee

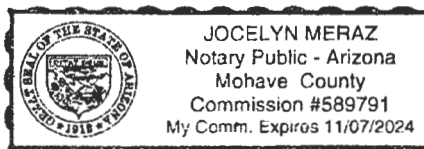
10/18/23
Date

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]



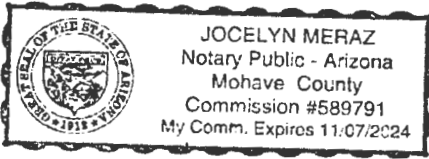
See attachment

ACKNOWLEDGMENT

State of Arizona
County of Mohave

On this 18th day of October, 2023, Darrell W. Goen personally appeared before me,
 who is personally known to me,
 whose identity I verified on the basis of AZ DL,
 whose identity I verified on the oath/affirmation of _____,
a credible witness,

to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



[Signature]

Notary Public
My Commission Expires: 11-07-2024

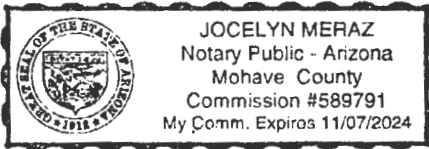
Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled
Agreement for purchase and sale
of Real Estate pg 1, which consists of 1 page(s) and is dated 10/18/2023
If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

ACKNOWLEDGMENT

State of Arizona
County of Mohave

On this 18th day of October, 2023, Alice C Goen personally appeared before me,
X who is personally known to me,
X whose identity I verified on the basis of AZ DL,
_____ whose identity I verified on the oath/affirmation of _____,
a credible witness,

to be the signer of the foregoing document, and he/she acknowledged that he/she signed it.



[Signature]

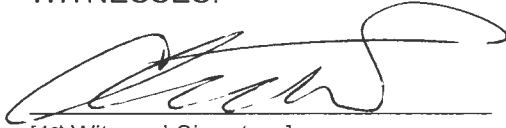
Notary Public
My Commission Expires: 11-07-2024

Attribution Clause: This Certificate is prepared for, and exclusively belongs to, the accompanying document entitled
Agreement for purchase and sale
of Real estate pg 7, which consists of 1 page(s) and is dated 10/18/2023.
If this Certificate is appropriated to any document other than the one described herein, it shall be deemed null and void.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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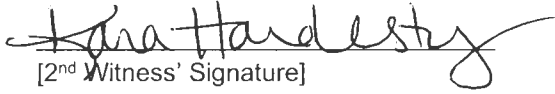
WITNESSES:



[1st Witness' Signature]

Christopher Dumm

[Type or print name]

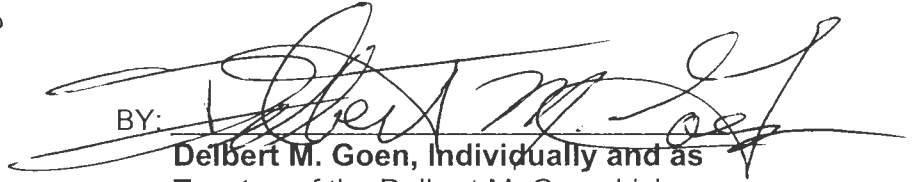


[2nd Witness' Signature]

Kara Hardesty

[Type or print name]

SELLER:



BY:

Delbert M. Goen, Individually and as Trustee of the Delbert M. Goen Living Trust Dated August 16, 2006, with power and authority to protect, conserve, sell, lease, encumber or otherwise deal with the real property described herein, all as provided in Florida Statute 689.071, as to an undivided one-eighth interest

10/10/23

Date

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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WITNESSES:

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

[1st Witness' Signature]


[Type or print name]

[2nd Witness' Signature]

[Type or print name]

SELLER:

**Dean Properties, LLC, an Arizona
Limited Liability Corporation, as to an
undivided one-eighth interest**

BY: 
Teresa K. Dean, Its Member

10-25-23
Date:

BY: 
Robert C. Dean, Its Member

10-25-23
Date:

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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WITNESSES:

SELLER:

The Hipple Trust Dated January 23, 2007,
with power and authority to protect,
conserve, sell, lease, encumber or
otherwise deal with the real property
described herein, all as provided in
Florida Statute 689.071, as to an
undivided one-eighth interest

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

BY: 
**Chester A. Hipple, Individually and as
Co-Trustee**

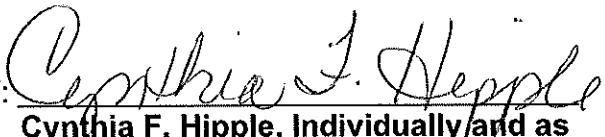
10/6/23
Date

[1st Witness' Signature]

[Type or print name]

[2nd Witness' Signature]

[Type or print name]

BY: 
**Cynthia F. Hipple, Individually and as
Co-Trustee**

10-6-23
Date

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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Approved and accepted for and on behalf of Lee County, Florida, this 7th day of November, 2023.

ATTEST:
KEVIN C. KARNES
CLERK OF CIRCUIT COURT

BY: *Michelle Butler*
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: *[Signature]*
~~CHAIR / VICE-CHAIR~~



APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY

BY: *[Signature]*
County Attorney's Office

A. Settlement Statement

B. Type of Loan

1. FHA	2. FmHA	3. Conv. Unins.	6. File Number 2023.352	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: Lea 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: Ronald Carraway a/k/a Ronald Carraway, Successor Trustee of the Hoke Family Trust established June 9, 1972 by E.W. Hoke and Myrtle E. Hoke; and Darrel W. Goen; and Delbert M. Goen as Trustee of the Delbert M. Goen Living Trust Dated August 16, 2006; and Chester A. Hipple and Cynthia F. Hipple as Co-Trustee(s) of the Hipple Trust Dated January 23, 2007; and Dean Properties, LLC, an Arizona limited liability company
Address of Seller: c/o Ronald Carraway, 27821 Higuera, Mission Viejo, California 92691 **TIN:**

F. NAME OF LENDER:
Address of Lender:

G. PROPERTY LOCATION: East of Durrance Road, Project:NLCWTP Plant Parcel #7619, North Fort Myers, Florida 33917 **TIN: 59-1551472**

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

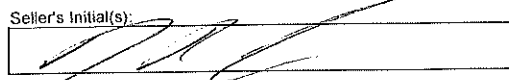
I. SETTLEMENT DATE: 2/19/24 **DISBURSEMENT DATE:** 2/19/24

J. Summary of buyer's transaction		K. Summary of seller's transaction	
100. Gross amount due from buyer:		400. Gross amount due to seller:	
101. Contract sales price	265,000.00	401. Contract sales price	265,000.00
102. Personal property		402. Personal property	
103. Settlement charges to buyer (Line 1400)	3,049.35	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance:		Adjustments for items paid by seller in advance:	
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.	
120. Gross amount due from buyer:	268,049.35	420. Gross amount due to seller:	265,000.00
200. Amounts paid or in behalf of buyer:		500. Reductions in amount due to seller:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	5,967.82
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204. Principal amount of second mortgage		504. 1/2 Proceeds of Sale - Hoke Family Trust	129,516.09
205.		505. 1/2 Proceeds of Sale - See disbursement instructions	129,516.09
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.	
Adjustments for items unpaid by seller:		Adjustments for items unpaid by seller:	
210. City/town taxes		510. City/town taxes	
211. County taxes		511. County taxes	
212. Assessments		512. Assessments	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. Total paid by/for buyer:	0.00	520. Total reductions in amount due seller:	265,000.00
300. Cash at settlement from/to buyer:		600. Cash at settlement to/from seller:	
301. Gross amount due from buyer (line 120)	268,049.35	601. Gross amount due to seller (line 420)	265,000.00
302. Less amount paid by/for the buyer (line 220)	0.00	602. Less total reductions in amount due seller (line 520)	(265,000.00)
303. Cash (<input checked="" type="checkbox"/> From <input type="checkbox"/> To) Buyer:	268,049.35	603. Cash (<input type="checkbox"/> To <input type="checkbox"/> From) Seller:	0.00

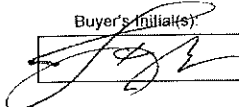
Substitute Form 1099 Seller Statement: The information contained in blocks E, G, H, and I and on line 401 is important tax information and is being furnished to the IRS. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be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

Seller Instructions: To determine if you have to report the sale or exchange of your main home on your tax return, see instructions for Schedule D (Form 1040 or 1040-SR). If not your main home, report the transaction on Form 4797, Form 6252, and/or Schedule D for the appropriate income tax form.

Buyer's Initial(s): 

Seller's Initial(s): 

				Buyer POC	Seller POC	Paid from Buyer's Funds at Settlement	Paid from Seller's Funds at Settlement
L. Settlement charges							
700. Total Sales/Brokers Com. based on price	\$265,000.00 @	% =					
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.				550.00	
1102. Abstract or title search	to	Attorneys' Title Fund Services, LLC				75.00	
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				1,400.00	
(includes above item numbers:)							
1109. Lender's coverage (Premium):							
1110. Owner's coverage (Premium): \$265,000.00 (\$1,400.00)							
1111. Endorse:							
1112. Admin/Express Mail Fees - Murray	to	Duncan & Associates, P.A.				200.00	
1113. Admin/Express Mail Fees / Hoke	to	Duncan & Associates, P.A.				200.00	
1200. Government recording and transfer charges:							
1201. Recording fees	Deed	\$112.55	Mortgage(s)	Releases		112.55	
1202. City/county tax/stamps	Deed		Mortgage(s)				
1203. State tax/stamps	Deed	\$1,855.00	Mortgage(s)				1,855.00
1204. Affidavit - Non-Homestead				to Clerk of Circuit Court		24.05	
1205. Dr-312 - Roberta Carraway				to Clerk of Circuit Court		24.05	
1300. Additional settlement charges:							
				Buyer POC	Seller POC		
1301. Survey	to						
1302. Miscellaneous	to	Duncan & Associates, P.A.				100.00	
1303. Heirship Affidavit	to	Clerk of Circuit Court				85.55	
1304. Quit Claim Deed - Heirs of Roberta	to	Clerk of Circuit Court				85.55	
1305. Dean Property LLC	to	Clerk of Circuit Court				49.55	
1306. Trust Certificate	to	Clerk of Circuit Court				143.05	
1307. 2023/14-43-25-00-00011.0000	to	Lee County Tax Collector					3,631.72
1308. 2024/14-43-25-00-00011.0000	to	Lee County Tax Collector					481.10
1309.							
1400. Total settlement charges:							
(Enter on lines 103, Section J and 502, Section K)						3,049.35	5,967.82

Buyer's Initial(s):


Seller's Initial(s):


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

Settlement Statement Addendum

Borrower: Lee County, a political subdivision of the State of Florida
Seller: Ronald Carraway a/k/a Ronald Carraway, Successor Trustee of the Hoke Family Trust established June 9, 1972 by E.W. Hoke and Myrtle E. Hoke; and Darrel W. Goen; and Delbert M. Goen as Trustee of the Delbert M. Goen Living Trust Dated August 16, 2006; and Chester A. Hipple and Cynthia F. Hipple as Co-Trustee(s) of the Hipple Trust Dated January 23, 2007; and Dean Properties, LLC, an Arizona limited liability company
Property: East of Durrance Road, Project:NLCWTP Plant Parcel #7619, North Fort Myers, FL 33917
Settlement Date: February 19, 2024
File Number: 2023.352

Seller Adjustments:

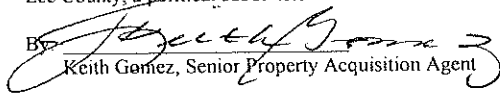
Line 603 Cash [] To [] From Seller

1/2 Proceeds of Sale - Hoke Family Trust	\$129,516.09
1/8 Proceeds of Sale - Darrell W. Goen	\$ 32,379.02
1/8 Proceeds of Sale - Delbert M. Goen, Trustee	\$ 32,379.02
1/8 Proceeds of Sale - Chester & Cynthia Hipple, as Co-Trustees	\$ 32,379.03
1/8 Proceeds of Sale - Dean Properties, LLC	\$ 32,379.02

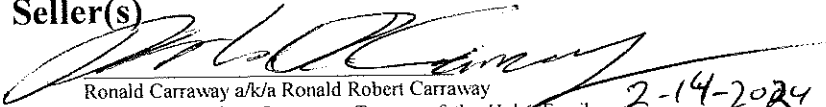
Amended Line 603 Cash [X] To [] From Seller \$259,032.18

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 HUD-1 Settlement Statement

Lee County, a political subdivision of the State of Florida

By: 
Keith Gomez, Senior Property Acquisition Agent

Seller(s)


Ronald Carraway a/k/a Ronald Robert Carraway
Individually and as Successor Trustee of the Hoke Family Trust 2-14-2024

Darrel W. Goen

Delbert M. Goen, Individually and as Trustee

Chester A. Hipple, Individually and as Co-Trustee

Cynthia F. Hipple, Individually and as Co-Trustee

Dean Properties, LLC, an Arizona limited liability corporation

By: _____
Teresa Dean, Authorized Member

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see Title 18 U.S. Code Section 1001 and Section 1010

DoubleTime®

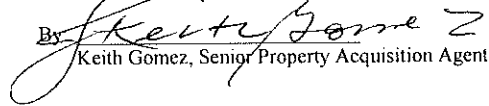
SETTLEMENT STATEMENT ADDENDUM

File Number: 2023.352

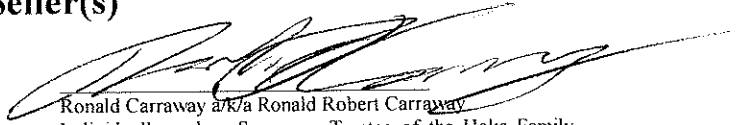
I have carefully reviewed the Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of the Settlement Statement.

Borrower(s)

Lee County, a political subdivision of the State of Florida

By: 
Keith Gomez, Senior Property Acquisition Agent

Seller(s)


Ronald Carraway a/k/a Ronald Robert Carraway
Individually and as Successor Trustee of the Hoke Family Trust

Darrel W. Goen

Delbert M. Goen, Individually and as Trustee

Chester A. Hipple, Individually and as Co-Trustee

Cynthia F. Hipple, Individually and as Co-Trustee


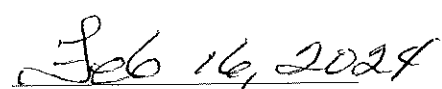
Dean Properties, LLC, an Arizona limited liability corporation

By: _____
Teresa Dean, Authorized Member

Settlement Agent

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: 

WARNING: It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18 U.S. Code Section 1001 and Section 1010.

Recorded Electronically

ID 2024000056057

County Lee

Date 2-28-24 Time 11:47 AM

Prepared by and return to:

Corrine Collins
Real Estate Paralegal
Duncan & Associates, P.A.
1601 Jackson Street Suite 101
Fort Myers, FL 33901
239-334-4574
File Number: 2023.352
Will Call No.:

[Space Above This Line For Recording Data]

Warranty Deed

This Warranty Deed made this 15 day of February, 2024 between Ronald Carraway a/k/a Ronald Robert Carraway, Individually and as the duly appointed Successor Trustee of the Hoke Family Trust established June 9, 1972 by E.W. Hoke and Myrtle E. Hoke; and Darrell W. Goen; and Delbert M. Goen, Individually and as Trustee of the Delbert M. Goen Living Trust Dated August 16, 2006; and Chester A. Hipple, Individually and Cynthia F. Hipple, Individually, both as Co-Trustees of the Hipple Trust Dated January 23, 2007; and Dean Properties, LLC, an Arizona limited liability company whose post office address is c/o Ronald Robert Carraway, 27821 Higuera, Mission Viejo, California 92691, 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:

The NE 1/4 of the SW 1/4 of Section 14, Township 43 South, Range 25 East, Lee County, Florida, as further described in Exhibit A, Pages 1 and 2 attached hereto and made a part hereof by reference.

Parcel Identification Number: 14-43-25-00-00011.0000

Subject to: Covenants, conditions, restrictions, easement, limitations and zoning ordinances of record, if any.

The land described herein is not the homestead of the grantor(s), and neither the grantor(s) nor the grantor(s) spouse, nor anyone for whose support the grantor(s) is responsible, resides on or adjacent to said land. This land is vacant.

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, 2023**.

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:

Caitlin Turner
Witness Name: Caitlin Turner
Witness Address: 27758 Santa Margarita
Parway My, CA 92691

Tejal Munsif
Witness Name: Tejal Munsif
Witness Address: 27758 Santa Margarita Pkwy.
My, CA 92691

Ronald Carraway
Ronald Carraway a/k/a Robert Carraway, Individually and as
Successor Trustee of the Hoke Family Trust established June
9, 1972 by E.W. Hoke and Myrtle E. Hoke
aka Ronald Robert Carraway

State of California
County of _____

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this
____ day of February, 2024 by Ronald Carraway a/k/a Ronald Robert Carraway, Individually and as Successor Trustee of the
Hoke Family Trust established June 9, 1972, by E.W. Hoke and Myrtle E. Hoke, who is personally known or has
produced a driver's license as identification.

SEE CALIFORNIA NOTARY, ATTACHED

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

Acquisition approved by the Lee County Board
of Commissioners action on 11-7-2023
and accepted on behalf of the board by M. Borchert
on 2-16-2024
in accordance with Item C13
Project NLC Wellfield Parcel 120
Expansion #7619

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange)

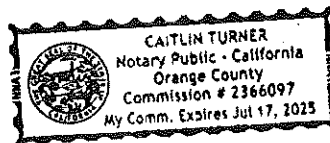
On February 15, 2024 before me, Caitlin Turner , Notary Public
(insert name and title of the officer)

personally appeared Ronald Carraway -----,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) (s) are
subscribed to the within instrument and acknowledged to me that (he) she/they executed the same in
(his) her/their authorized capacity(ies), and that by (his) her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Caitlin Turner (Seal)



Attached Acknowledgment is for Warranty Deed.

Signed, sealed and delivered in our presence:

[Signature]
Witness Name: Jesse Conn
Witness Address: 55 Lake Havasu Ave S
Laughlin, NV 89030

[Signature]
Witness Name: TED SCHWECHOW
Witness Address: 55 Lake Havasu Ave S
LHC APRIL 86403

[Signature]
Darrell W. Goen
Darrell

State of Arizona
County of Mohave

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of February, 2024 by ~~Darrel~~ W. Goen, who is personally known or has produced a driver's license as identification. Darrell

[Notary Seal]



[Signature]
Notary Public
Printed Name: Austin Stockwell
My Commission Expires: May 29, 2027

Signed, sealed and delivered in our presence:

Karen Trotter
Witness Name: KAREN S TROTTER
Witness Address: 4000 S Range Line Rd
Joplin, MO 64804

Delbert M. Goen
Delbert M. Goen, Individually and as Trustee of the Delbert M. Goen Living Trust Dated August 16, 2006

Kara Hardesty
Witness Name: 4000 S Range Line Rd
Witness Address: Joplin mo 64804
→ Kara Hardesty

State of Missouri
County of Newton

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of February, 2024 by Delbert M. Goen, Individually and as Trustee of the Delbert M. Goen Living Trust Dated August 16, 2006, who is personally known or has produced a driver's license as identification.

[Notary Seal]



Pamela J. Satterlee
Notary Public

Printed Name: Pamela J. Satterlee

My Commission Expires: 6-14-2024

Signed, sealed and delivered in our presence:

Maria Lopez Mein
Witness Name: Maria Lopez
Witness Address: 24338 El Toro rd.
Laguna Woods CA 92637

Parnaz Safaei
Witness Name: Parnaz Safaei
Witness Address: 24338 El Toro rd.
Laguna Woods CA 92637

[Signature]

[Signature]
Witness Name: Parnaz Safaei
Witness Address: 24338 El Toro rd
Laguna Woods CA 92637

Maria Lopez
Witness Name: Maria Lopez
Witness Address: 24338 El Toro rd.
Laguna Woods CA 92637

[Signature]
Chester A. Hipple, Individually and as Co-Trustee of the
Hipple Trust Dated January 23, 2007

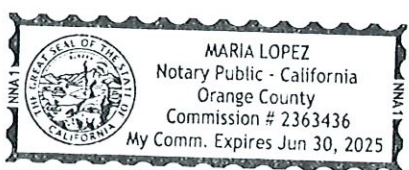
[Signature]
Cynthia F. Hipple, Individually and as Co-Trustee of the
Hipple Trust Dated January 23, 2007

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Orange

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 10 day of February, 2024 by Chester A. Hipple and Cynthia F. Hipple, both Individually and as Co-Trustees of the Hipple Trust Dated January 23, 2007, who are personally known or have produced a driver's license as identification.

[Notary Seal]



[Signature]
Notary Public
Printed Name: Maria Lopez
My Commission Expires: 06/30/2025

Signed, sealed and delivered in our presence:

Dean Properties, LLC, an Arizona limited liability company

Brianna Westlund
Witness Name: Brianna Westlund
Witness Address: 1642 McCulloch Blvd N.
LTC A3 86403

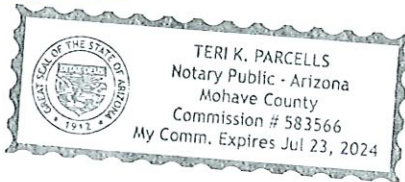
Teresa K. Dean
Teresa K. Dean, as Authorized Member

Teri K. Parcels
Witness Name: Teri K. Parcels
Witness Address: 1642 McCulloch Blvd N.
LTC A3 86403

State of Arizona
County of Mohave

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 15 day of February, 2024 by Teresa K. Dean, as Authorized Member of Dean Properties, LLC, an Arizona limited liability company, who is personally known or has produced a driver's license as identification.

[Notary Seal]



Teri K. Parcels
Notary Public

Printed Name: Teri K. Parcels

My Commission Expires: 7-23-2024

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY OF TITLE INSURANCE
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

This policy, when issued by the Company with a Policy Number and the Date of Policy, is valid even if this policy or any endorsement to this policy is issued electronically or lacks any signature.

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 Condition 17.

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 the Date of Policy and, to the extent stated in Covered Risks 9 and 10, after the 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. Covered Risk 2 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. the failure of a person or Entity to have authorized a transfer or conveyance;
 - iii. a document affecting the Title not properly authorized, created, executed, witnessed, sealed, acknowledged, notarized (including by remote online notarization), or delivered;
 - iv. a 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. a document not properly filed, recorded, or indexed in the Public Records, including the failure to have performed those acts by electronic means authorized by law;
 - vii. a defective judicial or administrative proceeding; or
 - viii. the repudiation of an electronic signature by a person that executed a document because the electronic signature on the document was not valid under applicable electronic transactions law.
 - b. the lien of real estate taxes or assessments imposed on the Title by a governmental authority due or payable, but unpaid.
 - c. the effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

(continued on next page)



OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY
A Stock Company
1408 North Westshore Blvd., Suite 900, Tampa, FL 33607
(612) 371-1111

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

SERIAL O21-7057364

3. Unmarketable Title.
4. No right of access to and from the Land.
5. A violation or enforcement of a law, ordinance, permit, or governmental regulation (including those relating to building and zoning), but only to the extent of the violation or enforcement described by the enforcing governmental authority in an Enforcement Notice that identifies a restriction, regulation, or prohibition relating to:
 - a. the occupancy, use, or enjoyment of the Land;
 - b. the character, dimensions, or location of an improvement on the Land;
 - c. the subdivision of the Land; or
 - d. environmental remediation or protection on the Land.
6. An enforcement of a governmental forfeiture, police, regulatory, or national security power, but only to the extent of the enforcement described by the enforcing governmental authority in an Enforcement Notice.
7. An exercise of the power of eminent domain, but only to the extent:
 - a. of the exercise described in an Enforcement Notice; or
 - b. the taking occurred and is binding on a purchaser for value without Knowledge.
8. An enforcement of a PACA-PSA Trust, but only to the extent of the enforcement described in an Enforcement Notice.
9. The Title being vested other than as stated in Schedule A, the Title being defective, or the effect of a court order providing an alternative remedy:
 - a. resulting from the avoidance, in whole or in part, of any transfer of all or any part of the Title to the Land or any interest in the Land occurring prior to the transaction vesting the Title because that prior transfer constituted a:
 - i. fraudulent conveyance, fraudulent transfer, or preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law; or
 - ii. voidable transfer under the Uniform Voidable Transactions Act; or
 - b. because the instrument vesting the Title constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar state or federal creditors' rights law by reason of the failure:
 - i. to timely record the instrument vesting the Title in the Public Records after execution and delivery of the instrument to the Insured; or
 - ii. of the recording of the instrument vesting the Title in the Public Records 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 the Date of Policy and prior to the recording of the deed or other instrument vesting the Title in the Public Records.

DEFENSE OF COVERED CLAIMS

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 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) that restricts, regulates, prohibits, or relates to:
 - i. the occupancy, use, or enjoyment of the Land;
 - ii. the character, dimensions, or location of any improvement on the Land;
 - iii. the subdivision of land; or
 - iv. environmental remediation or protection.
 - b. any governmental forfeiture, police, regulatory, or national security power.
 - c. the effect of a violation or enforcement of any matter excluded under Exclusion 1.a. or 1.b.
Exclusion 1 does not modify or limit the coverage provided under Covered Risk 5 or 6.
2. Any power of eminent domain. Exclusion 2 does not modify or limit the coverage provided under Covered Risk 7.
3. Any defect, lien, encumbrance, adverse claim, or other matter:

- a. created, suffered, assumed, or agreed to by the Insured Claimant;
 - b. not Known to the Company, not recorded in the Public Records at the 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 the Date of Policy (Exclusion 3.d. does not modify or limit the coverage provided under Covered Risk 9 or 10); or
 - e. resulting in loss or damage that would not have been sustained if consideration sufficient to qualify the Insured named in Schedule A as a bona fide purchaser had been given for the Title at the Date of Policy.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights law, that the transaction vesting the Title as shown in Schedule A is a:
 - a. fraudulent conveyance or fraudulent transfer;
 - b. voidable transfer under the Uniform Voidable Transactions Act; or
 - c. preferential transfer:
 - i. to the extent the instrument of transfer vesting the Title as shown in Schedule A is not a transfer made as a contemporaneous exchange for new value; or
 - ii. for any other reason not stated in Covered Risk 9.b.
 5. Any claim of a PACA-PSA Trust. Exclusion 5 does not modify or limit the coverage provided under Covered Risk 8.
 6. Any lien on the Title for real estate taxes or assessments imposed or collected by a governmental authority that becomes due and payable after the Date of Policy. Exclusion 6 does not modify or limit the coverage provided under Covered Risk 2.b.
 7. Any discrepancy in the quantity of the area, square footage, or acreage of the Land or of any improvement to the Land.

CONDITIONS

1. DEFINITION OF TERMS

In this policy, the following terms have the meanings given to them below. Any defined term includes both the singular and the plural, as the context requires:

- a. "Affiliate": An Entity:
 - i. that is wholly owned by the Insured;
 - ii. that wholly owns the Insured; or
 - iii. if that Entity and the Insured are both wholly owned by the same person or entity.
- b. "Amount of Insurance": The Amount of Insurance stated in Schedule A, as may be increased by Condition 8.d. or decreased by Condition 10 or 11; or increased or decreased by endorsements to this policy.
- c. "Date of Policy": The Date of Policy stated in Schedule A.
- d. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.
- e. "Enforcement Notice": A document recorded in the Public Records that describes any part of the Land and:
 - i. is issued by a governmental agency that identifies a violation or enforcement of a law, ordinance, permit, or governmental regulation;
 - ii. is issued by a holder of the power of eminent domain or a governmental agency that identifies the exercise of a governmental power; or
 - iii. asserts a right to enforce a PACA-PSA Trust.
- f. "Entity": A corporation, partnership, trust, limited liability company, or other entity authorized by law to own title to real property in the State where the Land is located.
- g. "Insured":
 - i. (a). The Insured named in Item 1 of Schedule A;
 - (b). the successor to the Title of an Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (c). the successor to the Title of an Insured resulting from dissolution, merger, consolidation, distribution, or reorganization;
 - (d). the successor to the Title of an Insured resulting from its conversion to another kind of Entity; or
 - (e). the grantee of an Insured under a deed or other instrument transferring the Title, if the grantee is:
 - (I) an Affiliate;

- (2) a trustee or beneficiary of a trust created by a written instrument established for estate planning purposes by an Insured;
- (3) a spouse who receives the Title because of a dissolution of marriage;
- (4) a transferee by a transfer effective on the death of an Insured as authorized by law; or
- (5) another Insured named in Item 1 of Schedule A.

ii. The Company reserves all rights and defenses as to any successor or grantee that the Company would have had against any predecessor Insured.

- h. "Insured Claimant": An Insured claiming loss or damage arising under this policy.
- i. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.
- j. "Land": The land described in Item 4 of Schedule A and improvements located on that land at the Date of Policy that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- k. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.
- l. "PACA-PSA Trust": A trust under the federal Perishable Agricultural Commodities Act or the federal Packers and Stockyards Act or a similar State or federal law.
- m. "Public Records": The recording or filing system established under State statutes in effect at the Date of Policy under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge. The term "Public Records" does not include any other recording or filing system, including any pertaining to environmental remediation or protection, planning, permitting, zoning, licensing, building, health, public safety, or national security matters.
- n. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.
- o. "Title": The estate or interest in the Land identified in Item 2 of Schedule A.
- p. "Unmarketable Title": The Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or a 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 COVERAGE

This policy continues as of the Date of Policy in favor of an Insured, so long as the Insured:

- a. retains an estate or interest in the Land;
- b. owns an obligation secured by a purchase money Mortgage given by a purchaser from the Insured; or
- c. has liability for warranties given by the Insured in any transfer or conveyance of the Insured's Title.

Except as provided in Condition 2, this policy terminates and ceases to have any further force or effect after the Insured conveys the Title. This policy does not continue in force or effect in favor of any person or entity that is not the Insured and acquires the Title or an obligation secured by a purchase money Mortgage given to the Insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

The Insured must notify the Company promptly in writing if the Insured has Knowledge of:

- a. any litigation or other matter for which the Company may be liable under this policy; or
- b. any rejection of the Title 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 this policy is reduced to the extent of the prejudice.

4. PROOF OF LOSS

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, adverse claim, or other matter insured against by this policy that constitutes the basis of loss or damage and must 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 Condition 7, the Company, at its own cost and without unreasonable delay, will 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 has 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 covered causes of action. The Company is not 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 any cause of action that alleges matters not insured against by this policy.

- b. The Company has the right, in addition to the options contained in Condition 7, 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 is liable to the Insured. The Company's exercise of these rights is not an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under Condition 5.b., it must do so diligently.
- c. When 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 having jurisdiction. The Company reserves the right, in its sole discretion, to appeal any adverse judgment or order.

6. DUTY OF INSURED CLAIMANT TO COOPERATE

- a. When this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured will secure to the Company the right to 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.

When requested by the Company, the Insured, at the Company's expense, must give the Company all reasonable aid in:

- i. securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement; and
- ii. 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 any failure of the Insured to furnish the required cooperation, the Company's liability and obligations to the Insured under this policy terminate, including any obligation to defend, prosecute, or continue any litigation, regarding the matter 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 the Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant must grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all the records in the custody or control of a third party that reasonably pertain to the loss or damage. No information designated in writing as confidential by the Insured Claimant provided to the Company pursuant to Condition 6 will be later disclosed to others unless, in the reasonable judgment of the Company, disclosure is necessary in the administration of the claim or required by law. Any 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 Condition 6.b., unless prohibited by law, terminates 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 has 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. 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 or tender of payment and that the Company is obligated to pay.

Upon the exercise by the Company of this option provided for in Condition 7.a., the Company's liability and obligations to the Insured under this policy terminate, including any 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 parties other than the Insured for or in the name of the Insured Claimant. 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. 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.

Upon the exercise by the Company of either option provided for in Condition 7.b., the Company's liability and obligations to the Insured under this policy for the claimed loss or damage terminate, including any obligation to defend, prosecute, or continue any litigation.

8. CONTRACT OF INDEMNITY; DETERMINATION AND EXTENT OF LIABILITY

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by an Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy. This policy is not an abstract of the Title, report of the condition of the Title, legal opinion, opinion of the Title, or other representation of the status of the Title. All claims asserted under this policy are based in contract and are restricted to the terms and provisions of this policy. The Company is not liable for any claim alleging negligence or negligent misrepresentation arising from or in connection with this policy or the determination of the insurability of the Title.

- a. The extent of liability of the Company for loss or damage under this policy does not exceed the lesser of:
 - i. the Amount of Insurance; or
 - ii. the difference between the fair market value of the Title, as insured, and the fair market value of the Title subject to the matter insured against by this policy.
- b. Except as provided in Condition 8.c. or 8.d., the fair market value of the Title in Condition 8.a.ii. is calculated using the date the Insured discovers the defect, lien, encumbrance, adverse claim, or other matter insured against by this policy.
- c. If, at the Date of Policy, the Title to all of the Land is void by reason of a matter insured against by this policy, then the Insured Claimant may, by written notice given to the Company, elect to use the Date of Policy as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- d. If the Company pursues its rights under Condition 5.b. and is unsuccessful in establishing the Title, as insured:
 - i. the Amount of Insurance will be increased by 15%; and
 - ii. the Insured Claimant may, by written notice given to the Company, elect, as an alternative to the dates set forth in Condition 8.b. or, if it applies, 8.c., to use either the date the settlement, action, proceeding, or other act described in Condition 5.b. is concluded or the date the notice of claim required by Condition 3 is received by the Company as the date for calculating the fair market value of the Title in Condition 8.a.ii.
- e. In addition to the extent of liability for loss or damage under Conditions 8.a. and 8.d., the Company will also pay the costs, attorneys' fees, and expenses incurred in accordance with Conditions 5 and 7.

9. LIMITATION OF LIABILITY

- a. The Company fully performs its obligations and is not liable for any loss or damage caused to the Insured if the Company accomplishes any of the following in a reasonable manner:
 - i. removes the alleged defect, lien, encumbrance, adverse claim, or other matter;
 - ii. cures the lack of a right of access to and from the Land; or
 - iii. cures the claim of Unmarketable Title,all as insured. The Company may do so by any method, including litigation and the completion of any appeals.
- b. The Company is not liable for loss or damage arising out of any litigation, including litigation by the Company or with the Company's consent, until a State or federal court having jurisdiction makes a final, non-appealable determination adverse to the Title.
- c. The Company is not 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.
- d. The Company is not liable for the content of the Transaction Identification Data, if any.

10. REDUCTION OR TERMINATION OF INSURANCE

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

11. LIABILITY NONCUMULATIVE

The Amount of Insurance will 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 the Date of Policy and which is a charge or lien on the Title, and the amount so paid will be deemed a payment to the Insured under this policy.

12. PAYMENT OF LOSS

When liability and the extent of loss or damage are determined in accordance with the Conditions, the Company will pay the loss or damage within 30 days.

13. COMPANY'S RECOVERY AND SUBROGATION RIGHTS UPON SETTLEMENT AND PAYMENT

- a. If the Company settles and pays a claim under this policy, it is subrogated and entitled to the rights and remedies 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, entity, or property to the fullest extent permitted by law, but limited to the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant must execute documents to transfer these rights and remedies to the Company. The Insured Claimant permits 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.
- b. If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company defers the exercise of its subrogation right until after the Insured Claimant fully recovers its loss.
- c. The Company's subrogation right includes the Insured's rights to indemnity, guaranty, warranty, insurance policy, or bond, despite any provision in those instruments that addresses recovery or subrogation rights.

14. POLICY ENTIRE CONTRACT

- a. This policy together with all endorsements, if any, issued by the Company is the entire policy and contract between the Insured and the Company. In interpreting any provision of this policy, this policy will be construed as a whole. This policy and any endorsement to this policy may be evidenced by electronic means authorized by law.
- b. Any amendment of this policy must be by a written endorsement issued by the Company. To the extent any term or provision of an endorsement is inconsistent with any term or provision of this policy, the term or provision of the endorsement controls. Unless the endorsement expressly states, it does not:
 - i. modify any prior endorsement,
 - ii. extend the Date of Policy,
 - iii. insure against loss or damage exceeding the Amount of Insurance, or
 - iv. increase the Amount of Insurance.

15. SEVERABILITY

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

16. CHOICE OF LAW AND CHOICE OF FORUM

a. *Choice of Law*

The Company has underwritten the risks covered by this policy and determined the premium charged in reliance upon the State law affecting interests in real property and the State law applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the State where the Land is located.

The State law of the State where the Land is located, or to the extent it controls, federal law, will determine the validity of claims against the Title and the interpretation and enforcement of the terms of this policy, without regard to 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 having jurisdiction.

17. NOTICES

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: 1408 North Westshore Boulevard, Suite 900, Tampa, Florida 33607.

18. ARBITRATION

- a. All claims and disputes arising out of or relating to this policy, including any service or other matter in connection with issuing this policy, any breach of a policy provision, or any other claim or dispute arising out of or relating to the transaction giving rise to this policy, may be submitted to binding arbitration only when agreed to by both the Company and the Insured. Arbitration must be conducted pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("ALTA Rules"). The ALTA Rules are available online at www.alta.org/arbitration. The ALTA Rules incorporate, as appropriate to a particular dispute, the Consumer Arbitration Rules and Commercial Arbitration Rules of the American Arbitration Association ("AAA Rules"). The AAA Rules are available online at www.adr.org.
- b. *If there is a final judicial determination that a request for particular relief cannot be arbitrated in accordance with this Condition 18, then only that request for particular relief may be brought in court. All other requests for relief remain subject to this Condition 18.*
- c. Fees will be allocated in accordance with the applicable AAA Rules. The results of arbitration will be binding upon the parties. The arbitrator may consider, but is not bound by, rulings in prior arbitrations involving different parties. The arbitrator is bound by rulings in prior arbitrations involving the same parties to the extent required by law. The arbitrator must issue a written decision sufficient to explain the findings and conclusions on which the award is based. Judgment upon the award rendered by the arbitrator may be entered in any State or federal court having jurisdiction.

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Transaction Identification Data, for which the Company assumes no liability as set forth in Condition 9.d.:

Issuing Office File Number:
2023.352

Issuing Office's ALTA Registry ID:
None

Issuing Agent:
3402

Property Address:
East of Durrance Road, Project:NLCWTP Plant
Parcel #7619, North Fort Myers, FL 33917

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

SCHEDULE A

Name and Address of Title Insurance Company: Old Republic National Title Insurance Company
1408 Westshore Blvd, Suite 900
Tampa, Florida 33607

Policy Number: O21-7057364

Amount of Insurance: \$265,000.00

Date of Policy: February 28, 2024 @ 11:47 AM

1. The Insured is: Lee County, a political subdivision of the State of Florida
2. The estate or interest in the Land insured by this policy is: FEE SIMPLE as shown by instrument recorded as Official Records Instrument Number 2024000056057 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 is described as follows:

The NE 1/4 of the SW 1/4 of Section 14, Township 43 South, Range 25 East, Lee County, Florida, more particularly described as follows:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHWEST 1/4 OF SECTION 14, TOWNSHIP 43 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE S89°17'03"E, ALONG THE NORTH LINE OF SAID SOUTHWEST 1/4, 1,320.76 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S89°17'03"E, EASTERLY ALONG SAID LINE, 1,320.76 FEET TO THE EAST LINE OF SAID SOUTHWEST 1/4 OF SECTION 14; THENCE S00°09'34"W, ALONG SAID EAST LINE, 1,328.24 FEET TO THE SOUTH LINE OF THE NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE N89°16'19"W, ALONG SAID SOUTH LINE, 1,319.20 FEET TO THE WEST LINE OF SAID NORTHEAST 1/4 OF THE SOUTHWEST 1/4 OF SAID SECTION 14; THENCE N00°05'32"E, ALONG SAID WEST LINE, 1,327.98 FEET TO THE POINT OF BEGINNING.

Old Republic National Title Insurance Company

1408 Westshore Blvd, Suite 900, Tampa, Florida 33607, (612) 371-1111



AUTHORIZED SIGNATORY

Corrine Collins

AMERICAN LAND TITLE ASSOCIATION
OWNER'S POLICY
(With Florida Modifications)

ISSUED BY OLD REPUBLIC NATIONAL TITLE INSURANCE COMPANY

Policy Number: O21-7057364

SCHEDULE B
EXCEPTIONS FROM COVERAGE

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This policy treats any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document are excepted from coverage.

This policy does not insure against loss or damage and the Company will not pay costs, attorneys' fees, or expenses resulting from the terms and conditions of any lease or easement identified in Schedule A, and the following matters:

1. General or special taxes and assessments required to be paid in the year 2024 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. Note: General Exceptions 1, 2, 3, 4 and 5 are hereby deleted.
7. 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.
8. Any lien provided by County Ordinance or by Chapter 159, F.S., in favor of any city, town, village or port authority, for unpaid service charges for services by any water systems, sewer systems or gas systems serving the land described herein; and any lien for waste fees in favor of any county or municipality.
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. Intentionally deleted.
11. Riparian and littoral rights are not insured.
12. Notwithstanding Covered Risk number 4 of the jacket of this policy, this policy does not insure any right of access to and from said land.

The attached document has been approved by the Board of County Commissioners. Please review the instructions below and forward to the appropriate office when complete.

Meeting Date: 11/07/2023

Agenda Item #: C13

Agenda Item Title: Approve Purchase of Land for North Lee County Wellfield Expansion

(1) Agreement for Purchase and Sale of Real Estate

Department	Instructions
County Attorney	<p>Please review the attached document(s) at the BLUE sticker. If you have any questions concerning the document(s), contact the originating department.</p> <p>After completion, forward to the CHAIR/VICE CHAIR for signature.</p>
Chair/Vice Chair	<p>Sign the attached document(s) at the RED sticker.</p> <p>After completion, forward to the MINUTES OFFICE for execution.</p>
Minutes Office	<p>Execute the attached document(s).</p> <p>After document(s) are completely executed, return the remaining originals to Laurel Chick, County Administration for distribution.</p>

Date out from Administration: 11/07/23

Return to Dept. Novus

2023 NOV -7 AM 11:17
 RECEIVED BY
 LEE CO. ATTORNEY

2023 NOV -9 PM 3:53

RECEIVED
 MINUTES OFFICE



AGENDA ITEM REPORT

DATE: November 7, 2023
DEPARTMENT: County Lands
REQUESTER: Robert Clemens
TITLE: Approve Purchase of Land for North Lee County Wellfield Expansion

I. MOTION REQUESTED

- A) Approve Purchase Agreement with Hoke Family Trust, Goen Family Trust, Delbert M. Goen Living Trust, Dean Properties, LLC and The Hipple Trust, for the purchase of Parcel 120 (+/- 40 acres in fee simple) in the amount of \$265,000 for the North Lee County Water Treatment Plant Wellfield Expansion, Project No. 7619, pursuant to the terms and conditions of the Purchase Agreement;
- B) Authorize the Chair on behalf of the Board to execute the Purchase Agreement;
- C) Authorize staff to close this transaction;
- D) Authorize payment of the necessary fees and costs, estimated at \$30,000, to complete the transaction; and
- E) Authorize County Lands to handle and accept all documentation necessary to complete the transaction.

II. ITEM SUMMARY

Acquires +/-40-acre parcel of land in the amount of \$265,000, plus closing costs estimated at \$30,000. The land, to be used for the North Lee County Water Treatment Plant Wellfield Project, is adjacent to the County's existing Water Treatment Plant on Durrance Road, North Fort Myers and will provide additional land for raw water production wells and future accessory uses of the plant.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

B) Policy Issues

C) BoCC Goals
Managing Growth

D) Analysis
 Lee County Utilities is currently expanding the North Lee County Water Treatment Plant and associated wellfield. Additional wells are warranted to support the current raw water capacity of the Plant and to facilitate its expansion to 15 million gallons (MG). The expansion of those facilities is necessary to meet the future potable water demands of the North Lee County Service Area.
 The acquisition of Parcel 120 (+/- 40 acres) will provide land adjacent to the County's Durrance Road Water Treatment Plant for the construction of raw water production wells, future accessory uses, and also maintains a buffer from neighboring use and development.
 Owners: Hoke Family Trust (1/2), Darrell W. Goen/Family Trust (1/8), Delbert M. Goen Living Trust (1/8), Dean Properties, LLC, an Arizona limited liability corporation (1/8), and The Hipple Trust (1/8)

Site Address: East side of the Water Treatment Plant on Durrance Road, North Fort Myers
 STRAP No.: Part of 14-43-25-00-00011.0000

Purchase Price: \$265,000
 Estimated Closing Costs: \$30,000 (Costs include environmental assessment(s), surveying, title commitment and insurance, and closing expenses).

Parcel 120 was not appraised. See the attached Value Justification Analysis.

The subject property has not sold in the last five years.

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	\$295,000
B)	Is this item approved in the current budget?	Yes
C)	Is this a revenue or expense item?	Expense
D)	Is this Discretionary or Mandatory?	Discretionary
E)	Will this item impact future budgets? If yes, please include reasons in III(D) above.	Yes

F)	Fund: Utilities Capital Improvement Program: Capital Improvement Project: North Lee County Water Treatment Plant Wellfield Expansion to 15 Million Gallons Account Strings: 20761948712.506199	
G)	Fund Type?	Enterprise
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
Agreement for Purchase and Sale of Real Estate	10/24/2023	Agreement
Value Justification Analysis	10/24/2023	Backup Material
Title Data	10/24/2023	Backup Material
Location Maps	10/24/2023	Backup Material

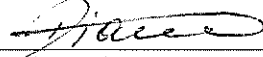
REVIEWERS:

Department	Reviewer	Action	Date
County Lands	Clemens, Robert	Approved	10/25/2023 - 11:42 AM
County Lands	Keyes, Pamela	Approved	10/25/2023 - 11:44 AM
Budget Services	Guttery, Angela	Approved	10/25/2023 - 1:55 PM
Budget Services	Winton, Peter	Approved	10/26/2023 - 8:47 AM
County Attorney	Halverson, David	Approved	10/31/2023 - 11:18 AM
County Manager	Mora, Marc	Approved	10/31/2023 - 12:05 PM

Memorandum
from the
Department of County Lands

Date: May 22, 2024

To: Minutes Department
Lee County Clerk of Court

From: 
Diana Escandon
Administrative Specialist, Senior

SUBJECT: BoCC Date: November 7, 2023, Item # C13

Enclosed please find the following items:

- Copy of Owner's Title Policy: Serial # O21-7057364
- Copy of Recorded Warranty Deed: Instr. #2024000056057
- Copy of Recorded Temporary Construction Agreement
- Copy of Purchase Agreement
- Copy of Closing Statement
- Copy of Agenda Items Report November 7, 2023, Item # C13
- Copy of Recorded
- Other:

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

Enclosures as stated.