

This document prepared by

Lee County
County Lands Department
Project: Sunshine Blvd North
Parcel: 101-Solloway H/W
STRAP No.: 14-44-26-08-00000.T000

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

This Agreement for purchase and sale of real property between **Clarence E. Solloway and Deborah L. Solloway, husband and wife**, hereinafter referred to as SELLER, whose address is 11580 Morgan Hill Road, Fort Myers, Florida 33912, 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 3.1 acres more or less, and located at 3120 Sunshine Boulevard North, Lehigh Acres, FL 33971 and more particularly described as: *Tract T, Unit 8, East Half of Section 14, Township 44 South, Range 26 East, Lehigh Acres, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, Page 63, of the Public Records of Lee County, Florida* (the "Property"). This Property will be acquired for the future expansion of Sunshine Boulevard North (the "Project").

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred Thousand and No/100 (\$100,000.00), 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 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 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 COUNTY may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS:** SELLER will 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) payment of release of mortgage fees, if any;
- (e) SELLER's attorney fees, if any;
- (f) wiring fees, if desired by SELLER.

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

- (a) Recording fee for deed;
- (b) documentary stamps on deed;
- (c) title commitment and insurance policy;
- (d) survey, (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 or legal access 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 will be utilized as the exhibit to the deed 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: Time is of the essence for closing this transaction. 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:

First Witness Signature

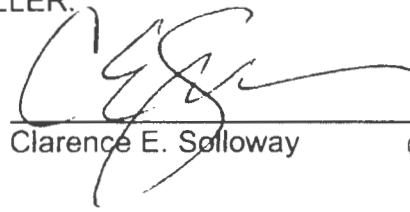
First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

SELLER:

By:

 10/16/23
Clarence E. Solloway (DATE)

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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WITNESSES:

First Witness Signature

First Witness Printed Name

Second Witness Signature

Second Witness Printed Name

SELLER:

By:


Deborah L. Solloway

10/16/23

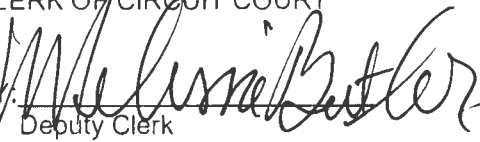
(DATE)

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: 
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF LEE COUNTY, FLORIDA

BY: 
Chair / Vice Chair

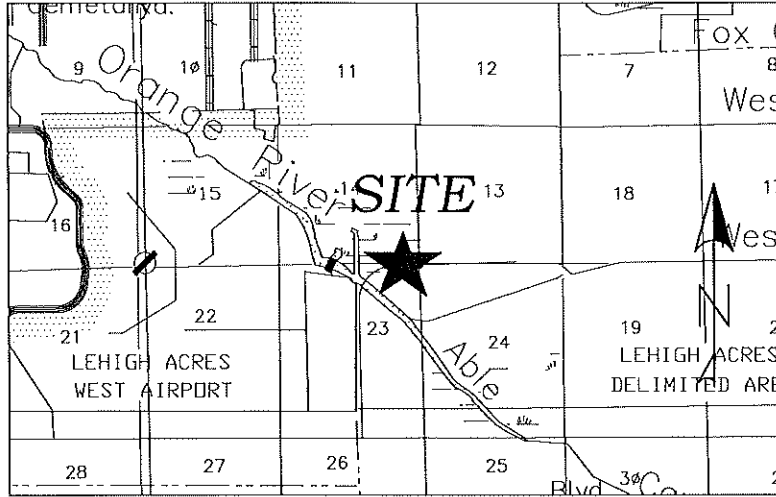


APPROVED AS TO FORM FOR THE
RELIANCE OF LEE COUNTY ONLY


County Attorney's Office

SKETCH & DESCRIPTION

TRACT "T", A PARCEL
LYING WITHIN
SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



VICINITY MAP
(NOT TO SCALE)

DESCRIPTION:

TRACT T, LEHIGH ACRES, UNIT 8, EAST HALF OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE(S) 63, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SAID TRACT T BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "T", LEHIGH ACRES, UNIT 8, EAST HALF OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 63, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 89°38'10" E ALONG THE SOUTH LINE OF SAID TRACT "T" FOR A DISTANCE 1322.33 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SUNSHINE BOULEVARD (106 FEET WIDE) AND A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID CURVE (RADIUS OF 968.25 FEET, DELTA ANGLE OF 22°14'43", CHORD BEARING OF N 77°46'55" E, CHORD DISTANCE OF 373.57 FEET) FOR A DISTANCE OF 375.93 FEET TO A POINT TANGENCY; THENCE N 88°54'17" E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE 957.89 FEET TO THE NORTHEAST CORNER OF TRACT "T"; THENCE S 00°19'54"W FOR A DISTANCE OF 88.97 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 97,875.08 SQUARE FEET OR 2.25 ACRES MORE OR LESS.

NOTES:

1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF T2UES, INC. IS LB-8336.
2. BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF TRACT "T", AS BEING S 89°38'10" W.
3. LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS AND DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NOT VALID WITHOUT ALL SHEETS.

ABBREVIATIONS:

- COR. = CORNER
- DWG. = DRAWING
- INC. = INCORPORATED
- LB = LICENSED BUSINESS
- NO. = NUMBER
- P.B. = PLAT BOOK
- PG. = PAGE OR PAGES
- P.O.B. = POINT OF BEGINNING
- P.U.E. = PUBLIC UTILITY EASEMENT
- REV. = REVISION
- R/W = RIGHT OF WAY
- SEC. = SECTION
- S.F. = SQUARE FEET
- ST. = STREET

Scott R. Urquhart

SCOTT R. URQUHART
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6524
(FOR THE FIRM - LB 8336)
SIGNED THIS 17 DAY OF January, 2024



Digitally signed by
Scott R. Urquhart,
P.S.M.
Date: 2024.01.17
13:01:31 -05'00'

SEE SHEET 2 OF 2 FOR SKETCH

LEE COUNTY			
COUNTY:	LEE	DWG DATE:	1-16-2024
PROJECT NO.:	221105.07	DRAWN BY:	R.J.O.
DRAWING NO.:	221105.07 - SKD	CHECKED BY:	S.U.
REVISION:		REV. DATE:	

SKETCH & DESCRIPTION
TRACT "T", A PARCEL LYING WITHIN
SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



5670 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179

EXHIBIT A

TRACT T, LEHIGH ACRES, UNIT 8, EAST HALF OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE(S) 63, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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This page is only a part of a 2021 ALTA Commitment for Title Insurance issued by Agents National Title Insurance Company. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.

ANTIC CF001 FL (10-2022) ALTA Commitment for Title Insurance w Florida modifications
Adopted 07-01-2021



Issued by: Agents National Title Insurance Company

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Issued By:

POLICY NUMBER
FL-24938684-OP21-1-A

AGENTS

NATIONAL TITLE INSURANCE

1207 West Broadway, Suite C

Columbia, MO 65203

Phone: 866-483-2763

Fax: 573-442-3927

Website: www.AgentsTitle.com

ALTA® OWNER'S POLICY OF TITLE INSURANCE

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, Agents National Title Insurance Company, a Missouri 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. The 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.
3. Unmarketable Title.

ANTIC FL-OP--v2 - ALTA Owner's Policy of Title Insurance as modified by FLTA
Adopted 07-1-2021

AMERICAN
LAND TITLE
ASSOCIATION



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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.



By:

David Townsend, President

ANTIC FL-OP--v2 - ALTA Owner's Policy of Title Insurance as modified by FLTA
 Adopted 07-1-2021 FL-24938684-OP21-1-A

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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.

ANTIC FL-OP--v2 - ALTA Owner's Policy of Title Insurance as modified by FLTA

Adopted 07-1-2021

FL-24938684-OP21-1-A

AMERICAN
LAND TITLE
ASSOCIATION



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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:
 - (1) 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.

ANTIC FL-OP--v2 - ALTA Owner's Policy of Title Insurance as modified by FLTA

Adopted 07-1-2021

FL-24938684-OP21-1-A

AMERICAN
LAND TITLE
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Issued by: Agents National Title Insurance Company

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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: 1207 West Broadway, Suite C, Columbia, MO, 65203 or via Email at claims@agentstitle.com.



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.



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

Issuing Agent: Patriot Title Services, LLC
Issuing Office: 1705 Colonial Blvd. #A-2, Fort Myers, Florida 33907
Issuing Office's ALTA® Registry ID:
Issuing Office File Number: 8266
Property Address: 3120 Sunshine Blvd N, Lehigh Acres, Florida 33971

SCHEDULE A

Name and Address of Title Insurance Company: Agents National Title Insurance Company
1207 West Broadway, Suite C
Columbia, MO 65203

Policy Number: FL-24938684-OP21-1-A

Amount of Insurance: \$90,000.00

Date of Policy: March 11, 2024 at 11:20:00 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
3. The Title is vested in: LEE COUNTY, a political subdivision of the State of Florida
4. The Land is described as follows: TRACT T, LEHIGH ACRES, UNIT 8, EAST HALF OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE(S) 63, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SAID TRACT T BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF TRACT "T", LEHIGH ACRES, UNIT 8, EAST HALF OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE 63, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S 89°38'10" E ALONG THE SOUTH LINE OF SAID TRACT "T" FOR A DISTANCE 1322.33 FEET TO A POINT ON THE SOUTH RIGHT-OF-WAY LINE OF SUNSHINE BOULEVARD (106 FEET WIDE) AND A POINT ON A NON-TANGENT CURVE TO THE RIGHT; THENCE ALONG SAID SOUTH RIGHT-OF-WAY LINE AND SAID CURVE (RADIUS OF 968.25 FEET, DELTA ANGLE OF 22°14'43", CHORD BEARING OF N 77°46'55" E, CHORD DISTANCE OF 373.57 FEET) FOR A DISTANCE OF 375.93 FEET TO A POINT TANGENCY; THENCE N 88°54'17" E ALONG SAID SOUTH RIGHT-OF-WAY LINE FOR A DISTANCE 957.89 FEET TO THE NORTHEAST CORNER OF TRACT "T"; THENCE S 00°19'54"W FOR A DISTANCE OF 88.97 FEET TO THE POINT OF BEGINNING.

AGENTS NATIONAL TITLE INSURANCE COMPANY

By: _____
Authorized Signatory

ANTIC PF010 FL (07-2022) - ALTA Owner's Policy of Title Insurance w Florida Modifications
Adopted 07-01-2021

AMERICAN
LAND TITLE
ASSOCIATION



Issued by: Agents National Title Insurance Company

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SCHEDULE B

Policy Number: FL-24938684-OP21-1-A

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. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the Public Records.
3. Any encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land) that would be disclosed by an accurate and complete land survey of the Land.
4. Easements, or claims of easements, not shown by the Public Records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the Public Records.
6. Any lien provided by Chapter 159, F.S. in favor of any city, town, village or port authority, for unpaid service charges for service by any water systems, sewer systems, or gas systems serving the land; and any lien for waste fees in favor of any county or municipality.
7. Any adverse ownership claim by the State of Florida by right of sovereignty to any portion of the lands insured hereunder, including submerged, filled, and artificially exposed lands and lands accreted to such land.
8. Taxes or special assessments which are not shown as existing liens by the Public Records.
9. All taxes for the year 2023 and subsequent years, not yet due and payable.
10. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of UNIT 8, SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST, LEHIGH ACRES, as recorded in Plat Book 15, Page(s) 63, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
11. Sewer and Water Covenants and Restrictions traveling with the land as recorded in Deed Book 317, Page 222 and in O.R. Book 10, Pages 695 and 696, and as amended in O.R. Book 41, Page 264.

ANTIC PF010 FL (07-2022) - ALTA Owner's Policy of Title Insurance w Florida Modifications
Adopted 07-01-2021

AMERICAN
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12. Restrictions or reservations affecting rights in oil, gas or any other minerals, lying upon or beneath the lands insured hereby, pursuant to that instrument recorded in Book 553, Page 114. No determination has been made as to the current record owner for the interest excepted herein.
13. Encroachments, encumbrances, violations, variations, or adverse circumstances, if any, actually shown on the survey prepared by T2 Utility Engineers dated 1/17/2024, bearing Job # 221105.07.

Note: All of the recording information contained herein refers to the Public Records of Lee County, Florida, unless otherwise indicated. Any reference herein to a Book and Page is a reference to the Official Record Books of said county, unless indicated to the contrary.

ANTIC PF010 FL (07-2022) - ALTA Owner's Policy of Title Insurance w Florida Modifications
Adopted 07-01-2021

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This Instrument Prepared By: Shari M. Garcia
PATRIOT TITLE SERVICES, LLC
1705 Colonial Blvd., #A-2
Fort Myers, FL 33907
File Number: **8266**
Strap Number: 14-44-26-08-00000.T000

Warranty Deed

(The terms "grantor" and "grantee" herein shall be construed to include all genders and singular or plural as the context indicates.)

Made this 5 day of March, 2024 BETWEEN

Clarence E. Solloway and Deborah L. Solloway, husband and wife

whose post office address is: 11580 Morgan Hill Rd, Fort Myers, Florida 33912, **grantor**

and **LEE COUNTY, a political subdivision of the State of Florida**

whose post office address is: P.O. Box 398, Fort Myers, Florida 33902-0398, **grantee**,

WITNESSETH: That the said grantor, for and in consideration of the sum of Ten 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, successors and assigns forever, the following described land, situate, lying and being in Lee County, Florida towit:

TRACT T, LEHIGH ACRES, UNIT 8, EAST HALF OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE(S) 63, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

SAID TRACT T BEING MORE PARTICULARLY DESCRIBED IN ATTACHED EXHIBIT "A"

Subject to easements and restrictions of record, if any, which are specifically not extended or reimposed hereby.

Said 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 warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; that the land is free of all encumbrances except taxes accruing subsequent to December 31, 2023.

Acquisition approved by the Lee County Board
of Commissioners action on Nov 7 2023
and accepted on behalf of the board by _____
J Keith Gomez on March 11 2024
in accordance with Agenda Item C14
Project Sunshine Bird N Parcel 101
0794

File Number: 8266
Strap Number: 14-44-26-08-00000.T000

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of :
(Two Separate Witnesses Required)

Sarah Arnold-Cox
Witness #1 signature

Sarah Arnold-Cox
Witness #1 print name

9001 Daniels Pkwy #100
Witness #1 street address
FL MYERS, FL 33912
Witness #1 city state zip

Clarah Delaney
Witness #2 signature

Sarah Delaney
Witness #2 print name

9001 Daniels Pkwy #100
Witness #2 street address
FL MYERS, FL 33912
Witness #2 city state zip

STATE OF FL COUNTY OF Lee

I HEREBY CERTIFY, that the foregoing instrument was acknowledged before me by means of physical presence or online notarization by Clarence E. Solloway and Deborah L. Solloway, husband and wife this 5 day of march, 2024, and who after being duly sworn says and has acknowledged that the execution hereof is free act and deed for the uses and purposed herein mentioned, and who is personally known to me or who provided _____ as identification

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

Sarah Arnold-Cox
Notary Public

My Commission Expires: 10/2/27 Sarah Arnold-Cox (Seal)

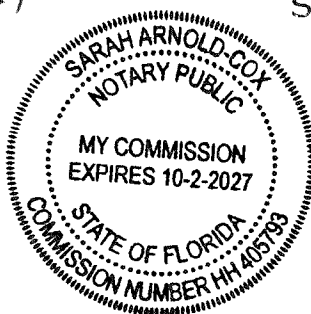
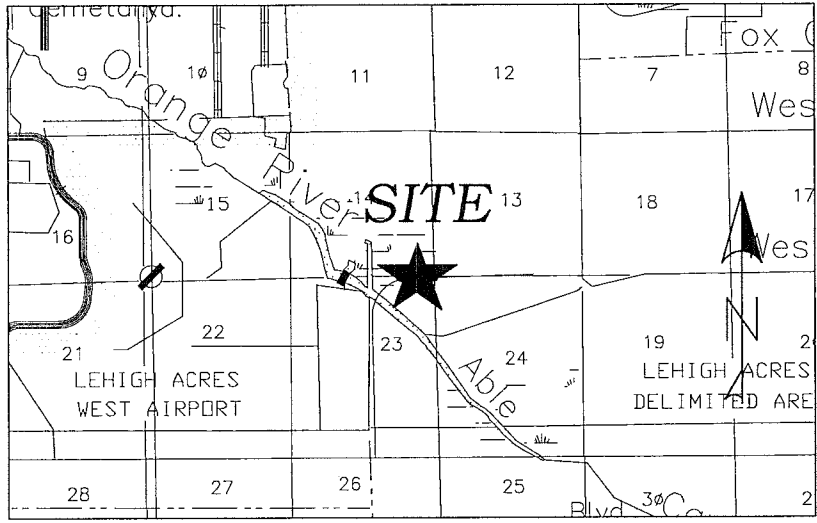


Exhibit "A"

SKETCH & DESCRIPTION

TRACT "T", A PARCEL
 LYING WITHIN
 SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA



VICINITY MAP
 (NOT TO SCALE)

DESCRIPTION:

TRACT T, LEHIGH ACRES, UNIT 8, EAST HALF OF SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST, ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 15, PAGE(S) 63, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

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CONTAINING 97,875.08 SQUARE FEET OR 2.25 ACRES MORE OR LESS.

NOTES:

1. THE CERTIFICATE OF AUTHORIZATION NUMBER OF T2UES, INC. IS LB-8336.
2. BEARINGS SHOWN ARE BASED ON THE SOUTH LINE OF TRACT "T", AS BEING S 89°38'10" W.
3. LEGAL DESCRIPTION AND SKETCH OR THE COPIES THEREOF ARE NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.
4. ADDITIONS AND DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTY OR PARTIES IS PROHIBITED WITHOUT WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES.
5. NOT VALID WITHOUT ALL SHEETS.

ABBREVIATIONS:

- COR. = CORNER
- DWG. = DRAWING
- INC. = INCORPORATED
- LB = LICENSED BUSINESS
- NO. = NUMBER
- P.B. = PLAT BOOK
- PG. = PAGE OR PAGES
- P.O.B. = POINT OF BEGINNING
- P.U.E. = PUBLIC UTILITY EASEMENT
- REV. = REVISION
- RAW = RIGHT OF WAY
- SEC. = SECTION
- S.F. = SQUARE FEET
- ST. = STREET

Scott R. Urquhart

SCOTT R. URQUHART
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 6524
 (FOR THE FIRM - LB 8336)
 SIGNED THIS 17 DAY OF January, 2024



Digitally signed by
 Scott R. Urquhart,
 P.S.M.
 Date: 2024.01.17
 13:01:31 -05'00'

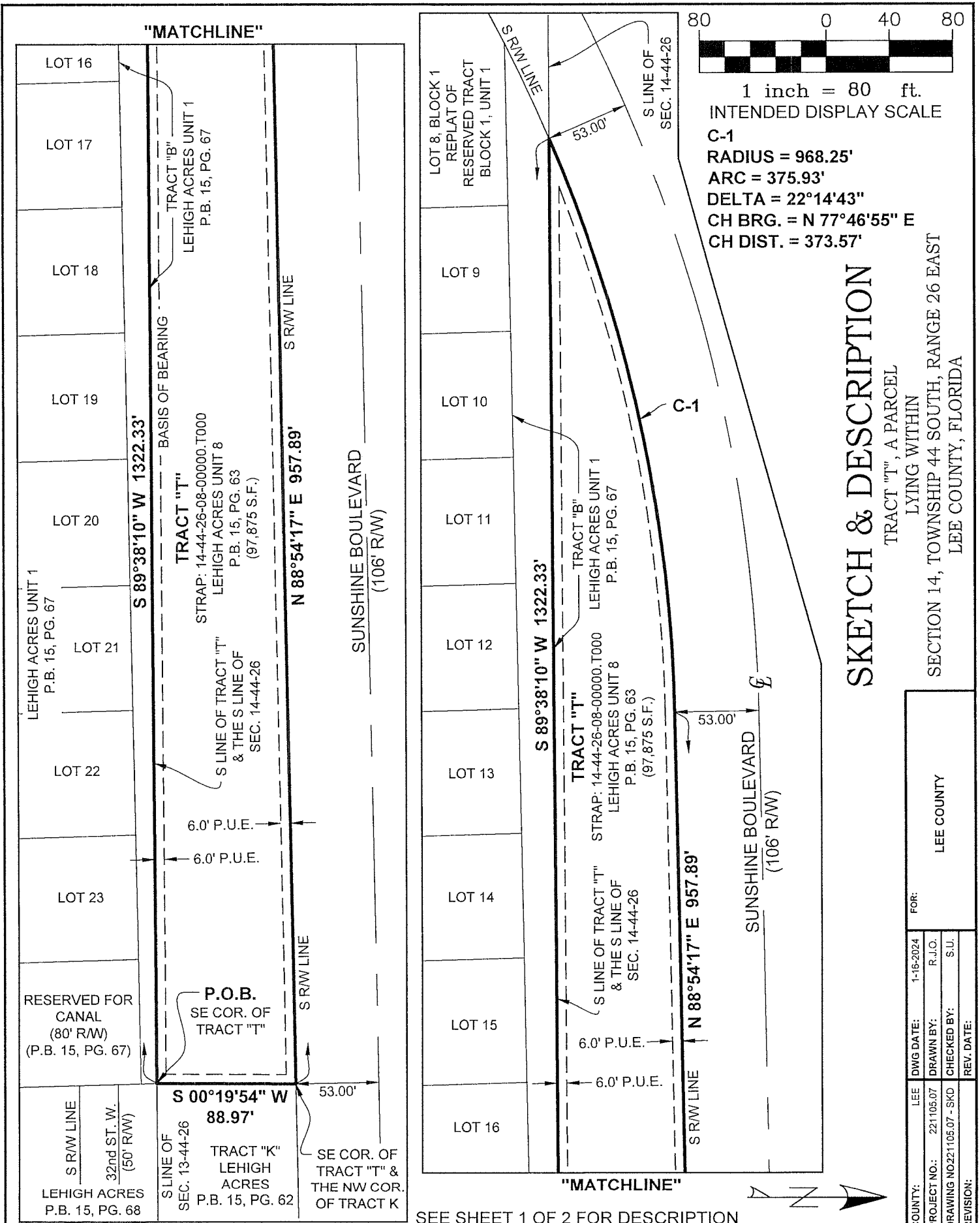
SEE SHEET 2 OF 2 FOR SKETCH

FOR: LEE COUNTY			
COUNTY:	LEE	DWG DATE:	1-16-2024
PROJECT NO.:	221105.07	DRAWN BY:	R.J.O.
DRAWING NO.:	221105.07 - SKD	CHECKED BY:	S.L.U.
REVISION:		REV. DATE:	

SKETCH & DESCRIPTION
 TRACT "T", A PARCEL LYING WITHIN
 SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST
 LEE COUNTY, FLORIDA



5670 Zip Drive
 Fort Myers, FL 33905
 Tel: 239.277.0722
 Fax: 239.277.7179



SKETCH & DESCRIPTION

TRACT "T", A PARCEL LYING WITHIN SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST LEE COUNTY, FLORIDA

COUNTY:	LEE	DWG DATE:	1-16-2024	FOR:	LEE COUNTY
PROJECT NO.:	221105.07	DRAWN BY:	R.J.O.		
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SKETCH & DESCRIPTION
TRACT "T", A PARCEL LYING WITHIN
SECTION 14, TOWNSHIP 44 SOUTH, RANGE 26 EAST
LEE COUNTY, FLORIDA



5670 Zip Drive
Fort Myers, FL 33905
Tel: 239.277.0722
Fax: 239.277.7179

This Instrument Prepared By: Shari M. Garcia
PATRIOT TITLE SERVICES, LLC
1705 Colonial Blvd., #A-2
Fort Myers, FL 33907
File Number: 8266

Quit Claim Deed

(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)

Made this 5 day of March, 2024 BETWEEN

Clarence E. Solloway and Deborah L. Solloway, husband and wife

whose post office address is: 11580 Morgan Hill Rd, Fort Myers, Florida 33912, **grantor**

and

LEE COUNTY, a political subdivision of the State of Florida

whose post office address is: P.O. Box 398, Fort Myers, Florida 33902-0398, **grantee,**

Witnesseth: That the said grantor, for and in consideration of the sum of Ten (\$10.00) Dollars, and other good and valuable considerations, receipt whereof is hereby acknowledged, does hereby remise, release and quit claim unto the grantee forever, all the right, title, interest, claim and demand which the said grantor has in and to, all that certain land situate in Lee, Florida viz:

Tract B, Unit 1, East Half of Section 23, Township 44 South, Range 26 East, Lehigh Acres, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, Page 67, of the Public Records of Lee County, Florida

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

To Have and to Hold, the same together with all and singular the appurtenances thereunto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of the said grantor, either in law or equity, to the only proper use, benefit and behoof of the said grantee forever.

Page 1 of 2

Acquisition approved by the Lee County Board
of Commissioners action on Nov 7, 2023
and accepted on behalf of the board by _____
J Keith Gomez on March 11, 2024
in accordance with Agenda Item C14
Project Sunshine Blvd N Parcel 101
0794

IN WITNESS WHEREOF, Grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in the presence of :
(Two Separate Witnesses Required)

Sarah Arnold-Cox
Witness #1 signature

Sarah Arnold-Cox
Witness #1 print name

9001 Daniels Pkwy #100
Witness #1 street address

Ft. Myers, FL 33912
Witness #1 city/state zip

Sarah Delaney
Witness #2 signature

Sarah Delaney
Witness #2 print name

9001 Daniels Pkwy #100
Witness #2 street address

Ft. Myers, FL 33912
Witness #2 city state zip

STATE OF FL

COUNTY OF Lee

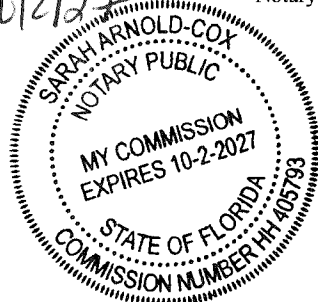
I HEREBY CERTIFY, that the foregoing instrument was acknowledged before me by means of physical presence or online notarization by Clarence E. Solloway and Deborah L. Solloway, husband and wife this 5 day of March, 2024, and who after being duly sworn says and has acknowledged that the execution hereof is free act and deed for the uses and purposed herein mentioned, and who is personally known to me or who provided _____ as identification

SWORN TO AND SUBSCRIBED before me the undersigned Notary Public by my hand and official seal, the day and year last aforesaid.

Sarah Arnold-Cox
Notary Public

My Commission Expires: 10/2/27

Sarah Arnold-Cox (seal)



**A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
SETTLEMENT STATEMENT**

Patriot Title Services, LLC

1705 Colonial Blvd. #A-2
Fort Myers, Florida 33907
(239)332-8485 fax: (239)-332-8552

B. TYPE OF LOAN

1. FHA 2. FMHA 3. CONV. UNINS.

4. VA 5. CONV. INS.

6. File Number:

8266

7. Loan Number:

8. Mortgage Ins. Case No.:

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 (poc) were paid outside the closing. They are shown here for informational purposes and are not included in the totals.

D. Buyer: LEE COUNTY, a political subdivision of the State of Florida
P.O. Box 398
Fort Myers, Florida 33902-0398

E. Seller: Clarence E. Solloway Deborah L. Solloway, husband and wife
11580 Morgan Hill Rd
Fort Myers, Florida 33912

F. Lender:

G. Property: 3120 Sunshine Blvd N
Lehigh Acres, Lee County, Florida 33971
Tract T, Unit 8, East half of Section 14, Township 44, Range 26, Lehigh Acres, Lee County, Florida

H. Settlement Agent: Patriot Title Services, LLC

Place of Settlement: 1705 Colonial Blvd. #A-2, Fort Myers, Florida 33907 Lee County

I. Settlement Date: March 8, 2024

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 90,000.00

401. Contract Sales Price 90,000.00

102. Personal Property

402. Personal Property

103. Settlement Charges to Buyer (line 1400) 1,856.70

403.

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. Non Ad Valorem Taxes Mar 8, 2024 thru Sep 30, 2024 360.95

409. Non Ad Valorem Taxes Mar 8, 2024 thru Sep 30, 2024 360.95

120. Gross Amount Due from Buyer: 92,217.65

420. Gross Amount Due to Seller: 90,360.95

200. Amounts Paid by or in Behalf of Buyer:

500. Reductions in Amount Due to Seller:

201. Deposit / Earnest Money

501. Excess Deposit (see instructions)

202. Principal Amount of New Loan

502. Settlement Charges to Seller (Line 1400) 91.11

203. Existing Loan(s)

503. Existing Loan(s)

204.

504. Payoff of First Mortgage

205.

505. Payoff of Second Mortgage

206.

506. Purchase Money Mortgage

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. Non Ad Valorem Taxes

513. Non Ad Valorem Taxes

220. Total Paid by / for Buyer: 0.00

520. Total Reductions in Amount Due Seller: 91.11

300. Cash at Settlement from / to Buyer:

600. Cash at Settlement to / from Seller:

301. Gross Amount due from Buyer (line 120) 92,217.65

601. Gross Amount due to Seller (line 420) 90,360.95

302. Less Amount Paid by/for Buyer (line 220) 0.00

602. Less Reductions Amount due Seller (line 520) 91.11

303. Cash From Buyer: \$92,217.65

603. Cash To Seller: \$90,269.84

L. Settlement Charges		
700. Total Sales / Broker's Commission:		
Based on Price \$90,000.00		
Division of Commission as follows		
701.		
702.		
703. Commission Paid at Settlement		
800. Items Payable in Connection with Loan:		
801. Loan Origination Fee		
802. Loan Discount		
803. Appraisal Fee		
804. Credit Report		
805. Lender's Inspection Fee		
806. Mortgage Insurance Application Fee		
807. Assumption Fee		
900. Items Required by Lender to be Paid in Advance:		
901. Daily interest charge from Mar 8, 2024		
902. Mortgage Insurance Premium		
903. Hazard Insurance Premium		
904. Flood Insurance Premium		
1000. Reserves Deposited with Lender:		
1001. Hazard Insurance		
1002. Mortgage Insurance		
1003. City Property Taxes		
1004. County Property Taxes		
1005. Annual Assessments		
1100. Title Charges:		
1101. Settlement or Closing Fee to Patriot Title Services, LLC	500.00	
1102. Abstract or Title Search		
1103. Title Examination		
1104. Title Insurance Binder		
1105. Document Preparation		
1106. Notary Fees		
1107. Attorney Fees		
(includes above item numbers:		
1108. Title Insurance to Patriot Title Services, LLC	517.50	
(includes above item numbers:		
1109. Lender's Coverage	0.00	
1110. Owner's Coverage	90,000.00	
1200. Government Recording and Transfer Charges:		
1201. Recording Fees: Deed 35.50 Mortgage 0.00 Releases 0.00	35.50	
1202. City/County Tax/Stamps: Deed 0.00 Mortgage 0.00		
1203. State Tax/Stamps: Deed 630.00 Mortgage 0.00	630.00	
1204. INTANGIBLE TAX to Clerk of the Circuit Court		
1205. Record Notice of Termination		
1206. E-recording Fee to Simplifile	9.50	
1207. Record Quit-Claim Deed to Simplifile	19.20	
1300. Additional Settlement Charges:		
1301. Survey		
1302. Pest Inspection		
1303. Technology/Storage to Patriot Title Services, LLC	50.00	50.00
1304. Seller portion 2024 ad valorem taxes to Lec Co Tax Collector		41.11
1305. Municipal Lien Search Report to PropLogix	95.00	
1400. Total Settlement Charges (Enter on line 103, Section J and line 502, Section K)	\$1,856.70	\$91.11

A. U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT
 SETTLEMENT STATEMENT
Patriot Title Services, LLC
 1705 Colonial Blvd. #A-2
 Fort Myers, Florida 33907
 (239)332-8485 fax: (239)-332-8552

I have carefully reviewed the HUD-1 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 HUD-1 Settlement Statement. Any interest accruing as a result of funds being placed in an interest bearing account will be for the benefit of the Settlement Agent.

LEE COUNTY, a political subdivision of the State of Florida

Buyer:

Keith Cromer
 Agent for Lee County
 Keith Cromer

Seller:

Clarence E. Solloway
 Clarence E. Solloway

Seller:

Deborah L. Solloway
 Deborah L. Solloway

The HUD-1 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 the instructions of the parties hereto.

Settlement Agent:

Shari M. Garcia
 Shari M. Garcia

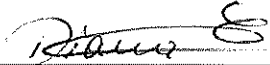
Date: March 8, 2024

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.

Memorandum
from the
Department of County Lands

Date: May 29, 2024

To: Minutes Department
Lee County Clerk of Court

From: 
Diana Escandon
Administrative Specialist, Senior

SUBJECT: BoCC Date: November 7, 2023, Item #C14

Enclosed please find the following items:

- Copy of Owner's Title Policy:
- Copy of Recorded Warranty Deed: Instr #2024000067881
- Copy of Recorded Temporary Construction Agreement
- Copy of Purchase Agreement
- Copy of Closing Statement
- Copy of Agenda Items Report: November 7, 2023, Item #C14
- Copy of Recorded Quit Claim Deed: Instr #2024000067882
- Other:

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

Enclosures as stated.

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 #: C14


Agenda Item Title: Approve Purchase of Land for Future Expansion of Sunshine Blvd. N., Lehigh Acres

- (1) Agreement for Purchase and Sale of Real Estate
- (1) Transfer of Funds

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 - 9 PM 3: 52

 MINUTES OFFICE

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



AGENDA ITEM REPORT

DATE: November 7, 2023
DEPARTMENT: County Lands
REQUESTER: Robert Clemens
TITLE: Approve Purchase of Land for Future Expansion of Sunshine Blvd. N., Lehigh Acres

I. MOTION REQUESTED

- A) Approve Purchase Agreement with Clarence E. and Deborah L. Solloway to purchase a 3.1+/- acre tract in the amount of \$100,000, for the future widening of Sunshine Boulevard North, pursuant to the terms and conditions of the Agreement. The property is located at 3120 Sunshine Boulevard North, Lehigh Acres;
- B) Authorize Chair to execute the Purchase Agreement on behalf of the Board;
- C) Authorize County Lands Director to extend the due diligence period to close the transaction, if necessary;
- D) Authorize payment of fees and costs, estimated at \$17,500, to complete the transaction;
- E) Authorize County Lands to handle and accept all documentation necessary to complete the transaction; and
- F) Approve a Budget Transfer of Funds from Road Impact Fees Central District Reserve Fund 38823 in the amount of \$117,500 and adjust the FY 2023/24 Capital Improvement Program accordingly.

II. ITEM SUMMARY

Acquires +/-3.1-acres for the future expansion of Sunshine Boulevard North, in the amount of \$100,000 plus closing costs estimated at \$17,500. The Sunshine Boulevard North project was included in the Transportation Priorities adopted by the Board on June 6, 2023. The property is located on the southside of Sunshine Boulevard North at the Olive Ave North intersection in Lehigh Acres. Funding for this purchase was not included in the current budget, a transfer from Road Impact Fee Reserves is being requested for the purchase.

III. BACKGROUND AND IMPLICATIONS OF ACTION

A) Board Action and Other History

B) Policy Issues

C) BoCC Goals

D) Analysis

A 3.1-acre tract of land, located at 3120 Sunshine Boulevard North, Lehigh Acres, is available for purchase by the County. The vacant property is a linear tract along the southside of Sunshine Boulevard North at the intersection with Olive Ave North. The property can be utilized for the future expansion of the roadway corridor. Acquiring the property prior to residential development will also provide a significant cost savings to the County in the future.

Owners: Clarence E. and Deborah L. Solloway, H/W
 Site Address: 3120 Sunshine Boulevard North, Lehigh Acres
 STRAP No.: 14-44-26-08-00000-T000

Purchase Price: \$100,000

This property was not appraised. However, a neighboring tract was recently appraised by the County, which valuation supports the purchase price. See the attached Value Justification Analysis.

Estimated Closing Costs: \$17,500 (Costs include environmental assessment, boundary survey, title commitment/policy, and closing expenses)

The property has not sold in the prior 5 years.

E) Options

IV. FINANCIAL INFORMATION

A)	Current year dollar amount of item:	\$117,500
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? If yes, please include reasons in III(D) above.	No
F)	Fund: Road Impact Fees Central District Program: Capital Projects Project: Sunshine Blvd North Account Strings: 20079438823	
G)	Fund Type?	Other: Road Impact Fees
H)	Comments:	

V. RECOMMENDATION

Approve

VI. TIMING/IMPLEMENTATION

VII. FOLLOW UP

ATTACHMENTS:

Description	Upload Date	Type
Purchase and Sale Agreement	10/23/2023	Agreement
Valuation Justification Analysis	10/23/2023	Backup Material
Title Data	10/23/2023	Backup Material
Location Maps	10/23/2023	Backup Material
Request for Transfer of Funds	10/23/2023	Transfer of Funds

REVIEWERS:

Department	Reviewer	Action	Date
County Lands	Clemens, Robert	Approved	10/25/2023 - 11:45 AM
County Lands	Cerchie, Randy	Approved	10/25/2023 - 2:14 PM
Budget Services	Guttery, Angela	Approved	10/27/2023 - 8:13 AM
Budget Services	Winton, Peter	Approved	10/30/2023 - 11:53 AM
County Attorney	Halverson, David	Approved	10/31/2023 - 8:25 AM
County Manager	Mora, Marc	Approved	10/31/2023 - 12:05 PM