



**COUNTY LINE
DRAINAGE DISTRICT**

**LEE COUNTY
REGULAR BOARD MEETING
NOVEMBER 8, 2022
10:00 A.M.**

Special District Services, Inc.
27499 Riverview Center Boulevard, #253
Bonita Springs, FL 33134

www.countylinedd.org
561.630.4922 Telephone
877.SDS.4922 Toll Free
561.630.4923 Facsimile

**AGENDA
COUNTY LINE
DRAINAGE DISTRICT
23351 North River Road
Alva, Florida 33920
REGULAR BOARD MEETING
November 8, 2022
10:00 A.M.**

- A. Call to Order
- B. Proof of Publication.....Page 1
- C. Establish Quorum
- D. Additions or Deletions to Agenda
- E. Comments from the Public for Items Not on the Agenda
- F. Approval of Minutes
 - 1. July 13, 2022 Regular Board Meeting & Public Hearing.....Page 2
- G. Old Business
- H. New Business
 - 1. Consider Resolution No. 2022-04 – Adopting a Fiscal Year 2022/2023 Amended Budget..Page 6
 - 2. Consider Approval of Quit Claim Deed – Dean Property.....Page 9
 - 3. Discussion Regarding Crews Bank Line of Credit.....Page 57
- I. Manager’s Report
 - 1. Financial Report.....Page 58
- J. Field Report.....Page 61
- K. Engineer’s Report
- L. Attorney’s Report
- M. Administrative Matters
- N. Board Members Comments
- O. Adjourn



Miscellaneous Notices

Published in The News-Press on October 28, 2022

Location

Lee County,

Notice Text

COUNTY LINE DRAINAGE DISTRICT NOTICE OF REGULAR BOARD MEETING NOTICE IS HEREBY GIVEN that the Board of Supervisors (the "Board") of County Line Drainage District (the "District") will hold a Regular Board Meeting ("Meeting") on November 8, 2022, at 10:00 a.m. in the offices of County Line Drainage District located at 23351 North River Road, Alva, Florida 33920. The purpose of the Regular Board Meeting is for the Board to consider any business which may properly come before it. A copy of the agenda may be obtained from the District's website (www.countylinedd.org) or from the District Manager, Special District Services, located at 2501A Burns Road, Palm Beach Gardens, Florida 33410. The Meeting is open to the public and will be conducted in accordance with the provisions of Florida law for special districts. The Meeting may be continued as found necessary to a time and place specified on the record. There may be occasions when one or more Supervisors will participate by telephone; therefore, a speaker telephone will be present at the meeting location so that Supervisors may be fully informed of the discussions taking place. Pursuant to the Americans with Disabilities Act, any person requiring special accommodation to participate in this meeting is asked to advise the District Office at least forty-eight (48) hours before the meeting by contacting the District Manager at 561-630-4922 and/or toll free at 1-877-737-4922. If you are hearing or speech impaired, please contact the Florida Relay Service at 1-800-955-8770 who can aid you in contacting the District Office. A person who decides to appeal any decision made at this Meeting is advised that person will need a record of the proceedings and that accordingly the person may need to ensure that a verbatim record of the proceedings is made, including any testimony or evidence upon which the appeal is to be based. Meetings may be cancelled from time to time without advertised notice. Kathleen Dailey Meneely District Manager, County Line Drainage District www.countylinedd.org AD#5461063 Oct 28, 2022

**COUNTY LINE DRAINAGE DISTRICT
PUBLIC HEARING & REGULAR BOARD MEETING
JULY 13, 2022**

A. CALL TO ORDER

The July 13, 2022, Regular Board Meeting of the County Line Drainage District (the “District”) was called to order at 10:04 a.m. at 23351 North River Road, Alva, Florida 33920.

B. PROOF OF PUBLICATION

Proof of publication was presented that notice of the Regular Board Meeting had been published in the *Fort Myers News-Press* on October 1, 2021, as part of the District’s Fiscal Year 2021/2022 Meeting Schedule, as legally required.

C. ESTABLISH A QUORUM

It was determined that the attendance of the following Supervisors constituted a quorum and it was in order to proceed with the meeting:

President	Joe Beale	Present
Vice President	Paul Fabry	Present
Assistant Secretary	Pat McKenna	Present

Staff members in attendance were:

District Manager	Kathleen Meneely	Special District Services, Inc.
	Michelle Krizen	Special District Services, Inc.
General Counsel	Terry Lewis	Lewis, Longman & Walker
District Engineer	Kyle Grandusky	GMAwater, LLC
Field Consultant	Randy Sebring	

D. ADDITIONS OR DELETIONS TO THE AGENDA

Ms. Meneely swore in Joe Beale for a new term.

E. COMMENTS FROM THE PUBLIC FOR ITEMS NOT ON THE AGENDA

There were no comments from the public for items not on the agenda.

F. APPROVAL OF MINUTES

1. April 13, 2022, Regular Board Meeting

The April 13, 2022, Regular Board Meeting minutes were presented for consideration.

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously approving April 13, 2022, Regular Board Meeting minutes, as presented.

The Regular Board Meeting was then recessed and the Public Hearing was opened.

G. PUBLIC HEARING

1. Proof of Publication

Proof of publication was presented that notice of the Public Hearing had been published in the *Fort Myers News-Press* on June 16, 2022, and June 23, 2022, as legally required.

2. Receive Public Comment on Fiscal Year 2022/2023 Final Budget

There was no public comment on the Fiscal Year 2022/2023 Final Budget.

3. Consider Resolution No. 2022-02 – Adopting a Fiscal Year 2022/2023 Final Budget

Resolution No. 2022-02 was presented, entitled:

RESOLUTION NO. 2022-02

A RESOLUTION OF THE COUNTY LINE DRAINAGE DISTRICT ADOPTING A FISCAL YEAR 2022/2023 BUDGET.

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously adopting Resolution No. 2022-02, as presented.

The Public Hearing was then closed and the Regular Board Meeting was reconvened.

H. OLD BUSINESS

There were no Old Business items to come before the Board.

I. NEW BUSINESS

1. Consider Resolution No. 2022-03 – Adopting a Fiscal Year 2022/2023 Meeting Schedule

Resolution No. 2022-03 was presented, entitled:

RESOLUTION NO. 2022-03

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY LINE DRAINAGE DISTRICT, ESTABLISHING A REGULAR MEETING SCHEDULE FOR FISCAL YEAR 2022/2023 AND SETTING THE TIME AND LOCATION OF SAID DISTRICT MEETINGS; AND PROVIDING AN EFFECTIVE DATE.

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously adopting Resolution No. 2022-03, amended to reflect changing the July 12, 2023, meeting to June 28, 2023.

2. Consider Amendment to License for Water Resources Project

Mr. Lewis went over the amendment. Mr. Grandusky reviewed the cover letter, adding another component to the project which would provide extra capacity seasonally. A discussion ensued. Mr. Fabry wanted to ensure the water would benefit growers and stated that the groves come first and take precedence. The water project submitted to groves cannot negatively impact the District. Mr. Fabry asked if it could be shut down, if needed, or not working as intended. Mr. Lewis confirmed they could.

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously approving the Amendment to the License for Water Resources Project, as presented.

3. Accept and Receive Engineer's Annual Report

Mr. Grandusky went over the report.

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously accepting and receiving the Engineer's Annual Report, as presented.

J. MANAGER'S REPORT

1. Financial Report

Ms. Meneely went over financial report, noting that the amended budget would be presented at the meeting scheduled for October 12, 2022.

A **motion** was made by Mr. Fabry, seconded by Mr. McKenna and passed unanimously accepting the Financial Report, as presented.

K. FIELD REPORT

Mr. Sebring reported that 2 culverts had been delivered, but still needed to be installed. He also noted that Dean had just completed the weed control.

L. ENGINEER'S REPORT

Mr. Grandusky advised that the ditch construction in Hendry County had not yet started, but he will stay in communication on the matter. He noted that there should be no impact to the District.

M. ATTORNEY'S REPORT

Mr. Lewis suggested a motion approving the same officers and consultants of the District.

A **motion** was made by Mr. Fabry, seconded by Mr. Beale and passed unanimously approving the same officers and consultants of the District.

N. ADMINISTRATIVE MATTERS

Ms. Meneely advised that the next meeting was scheduled for October 12, 2022.

O. BOARD MEMBER COMMENTS

There were no further comments from the Board Members.

P. ADJOURNMENT

There being no further business to come before the Board, a **motion** was made by Mr. McKenna, seconded by Mr. Fabry, and passed unanimously to adjourn the Regular Board Meeting at 10:53 a.m.

Secretary/Assistant Secretary

President/Vice President

RESOLUTION NO. 2022-04

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY LINE DRAINAGE DISTRICT AUTHORIZING AND ADOPTING AN AMENDED FINAL FISCAL YEAR 2021/2022 BUDGET, PURSUANT TO CHAPTER 197, FLORIDA STATUTES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Board of Supervisors of the County Line Drainage District (hereinafter the “District”) is empowered to provide a funding source and to impose special assessments upon the properties within the District; and,

WHEREAS, the District has prepared for consideration and approval an amended final fiscal year 2021/2022 budget.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY LINE DRAINAGE DISTRICT, THAT:

Section 1. The Amended Operating Fund and Debt Service Fund Budget for Fiscal Year 2021/2022 attached hereto as Exhibit “A” is hereby approved and adopted.

Section 2. The Secretary/Assistant Secretary of the District is authorized to execute any and all necessary transmittals, certifications or other acknowledgements or writings, as necessary, to comply with the intent of this Resolution.

PASSED, ADOPTED and EFFECTIVE this 12th day of October, 2022.

ATTEST:

**COUNTY LINE
DRAINAGE DISTRICT**

By: _____
Secretary/Assistant Secretary

By: _____
Chairperson/Vice Chairperson

County Line Drainage District

**Amended Final Budget For
Fiscal Year 2021/2022
October 1, 2021 - September 30, 2022**

**AMENDED FINAL BUDGET
COUNTY LINE DRAINAGE DISTRICT
FISCAL YEAR 2021/2022
OCTOBER 1, 2021 - SEPTEMBER 30, 2022**

	FISCAL YEAR 2021/2022 BUDGET 10/1/21 - 9/30/22	AMENDED FINAL BUDGET 10/1/21 - 9/30/22	YEAR TO DATE ACTUAL 10/1/21 - 9/29/22
REVENUES			
Assessments	186,584	186,609	186,609
Tax Collector - Excess Fees	0	0	0
Miscellaneous Income	0	0	0
Interest Income	138	230	224
Total Revenues	\$ 186,722	\$ 186,839	\$ 186,833
EXPENDITURES			
Management Fees	28,896	28,896	28,896
Legal Fees	7,000	9,000	7,880
Legal Advertising	750	1,100	823
Engineering	7,000	3,000	1,045
Audit Fees	8,700	8,900	8,900
Insurance	7,850	7,445	7,445
Meetings and Membership Dues	750	175	175
Miscellaneous	750	450	267
Postage and Delivery	150	150	145
Office Supplies	250	380	349
Outside Maintenance Labor	25,000	33,000	31,379
Weed Control	25,000	15,000	12,150
Control Structures	34,000	10,000	0
Fuel/Lubricants	4,000	3,000	2,313
Equipment Parts	3,000	7,200	5,266
Construction Materials	500	100	0
Road Maintenance	14,000	4,000	0
Canal Maintenance	25,000	7,500	40
North Dike Maintenance	20,000	14,000	8,681
Water Analyses	3,000	769	769
Reserve	30,000	30,000	0
Drainage System	0	10,411	10,411
Total Expenditures	\$ 245,596	\$ 194,476	\$ 126,934
Revenues Less Expenditures	\$ (58,874)	\$ (7,637)	\$ 59,899
County Appraiser & Tax Collector Fee	(535)	(513)	(513)
Discounts For Early Payments	(7,407)	(1,963)	(1,963)
Property Appraiser	(354)	(354)	(354)
Excess/ (Shortfall)	\$ (67,170)	\$ (10,467)	\$ 57,069
Carryover From Prior Year	67,170	67,170	0
Net Excess/ (Shortfall)	\$ -	\$ 56,703	\$ 57,069
FUND BALANCE AS OF 9/30/21	\$ 195,884		
FY 2021/2022 ACTIVITY	\$ (10,467)		
FUND BALANCE AS OF 9/30/22	\$ 185,417		

Notes

Carryover From Prior Year Of \$67,170 was used to reduce Fiscal Year 2021/2022 Assessments.
Carryover From Prior Year Of \$67,790 to be used to reduce Fiscal Year 2022/2023 Assessments.

Reply To: rdiffenderfer@llw-law.com**MEMORANDUM**

TO: Joseph Beale, Chairman
Kathleen Meneely, District Manager
Via Email: ioebeale555@aol.com
Via Email: kmeneely@sdsinc.org

FROM: Robert Diffenderfer, Esquire 

CC: Terry Lewis, Esquire
Seth Behn, Esquire

DATE: October 18, 2022

SUBJECT: Quit Claim Deed – Dean Property

Early in the summer we received a request from the office of Mark Ebelini, Esquire, for a Quit Claim Deed to release a record County Line Drainage District (“District”) interest in the property of his client, Keith and Stephanie Dean. The Deans hold property in the vicinity of the District. In the course of financing, the Deans were advised by their title company that there is a recorded instrument purporting to create a 60’ wide easement running north - south through their parcel held by the District for the purpose of constructing a roadway. There is no roadway at that location. In reviewing title, the grantor of the described easement (South Florida Citrus Industries, Inc.) does not appear to have ever owned the Deans’ property and the title search likewise finds no easement grant to South Florida Citrus Industries, Inc. by any prior owner. A grant to the District by South Florida Citrus Industries, Inc. of an easement over that property is, therefore, ineffective. We have independently reviewed the record and have come to the same conclusion. Notwithstanding, there is a document of record purporting to establish a road easement. Mr. Ebelini, on behalf of the Deans, has asked the District to execute a Quit Claim Deed to clear title to the property. As it does not appear that the District in fact holds an easement, there is no harm to the District to execute a Quit Claim Deed as requested.

I have attached a form of Quit Claim Deed that we have reviewed with Mr. Ebelini.

01849638-1

JACKSONVILLE
245 Riverside Ave.
Suite 510
Jacksonville, Florida 32202
T: 904.353.6410
F: 904.353.7619

ST. PETERSBURG
100 Second Ave., South
Suite 501-S
St. Petersburg, Florida 33701
T: 727.245.0820
F: 727.290.4057

TALLAHASSEE
315 South Calhoun St.
Suite 830
Tallahassee, Florida 32301
T: 850.222.5702
F: 850.224.9242

TAMPA
301 West Platt St.
Suite 364
Tampa, Florida 33606
T: 813.775.2331

WEST PALM BEACH
360 South Rosemary Ave.
Suite 1100
West Palm Beach, FL 3340
T: 561.640.0820
F: 561.640.8202

See Things Differently®

Joseph Beale, Chairman
Kathleen Meneely, District Manager
October 18, 2022
Page 2

I have also attached, for background and context, Mr. Ebelini's April 1, 2022 correspondence with the Dean's title company which includes the instruments of record and other information relevant to the Dean's property.

Prepared by and return to:

Kenneth W. Dodge
Lewis, Longman & Walker, P.A.
360 South Rosemary Avenue, Suite 1100
West Palm Beach, FL 33401
Telephone: 561-640-0820

[Space Above This Line For Recording Data]

Quit Claim Deed

This Quit Claim Deed made this ____ day of _____, 2022, between **County Line Drainage District, an Independent Water Control District, and a public corporation of the State pursuant to Chapter 298, Florida Statutes**, whose post office address is 12008 NE Highway 70 Arcadia, FL 34266, grantor, and **Keith Dean and Stephanie Dean, husband and wife**, whose post office address is P.O. Box 223, Alva, FL 33920, 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 TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, does hereby remise, release, and quitclaim to the said grantee, and grantee's heirs and assigns forever, all the right, title, interest, claim and demand which grantor has in and to the following described land, situate, lying and being in **Lee County, Florida** to-wit:

SEE ATTACHED EXHIBIT A

To Have and to Hold, the same together with all and singular the appurtenances thereto belonging or in anywise appertaining, and all the estate, right, title, interest, lien, equity and claim whatsoever of grantors, either in law or equity, for the use, benefit and profit of the said grantee forever.

NOTE: This deed is given by the Grantor to release any claim by the Grantor to a road right-of-way over the parcel described herein by virtue of Official Records Book 415, Page 108, Public Records of Lee County, Florida.

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:

County Line Drainage District, a political subdivision of the State of Florida

Witness Name: _____

Witness Name: _____

By: _____

Witness Name: _____

Its: _____

Witness Name: _____

State of Florida

County of _____

The foregoing instrument was acknowledged before me by means of _____ physical presence or _____ online notarization, this day of _____, 2022, by _____, the _____ of **County Line Drainage District, a political subdivision of the State of Florida**, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Notary Public

Printed Name: _____

My Commission Expires: _____

EXHIBIT A

DESCRIPTION

Parcel in
Section 14, Township 43 South, Range 27 East
Lee County, Florida

A tract or parcel of land lying in Section 14, Township 43 South, Range 27 East, Lee County, Florida, said tract or parcel of land being that portion of a Road right of way easement, as described in a deed recorded in Official Records Book 415, at Page 108, Lee County Records, that is lying in the Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 14, more particularly described as follows:

COMMENCING at the Southwest corner of said Section 14 run S89°37'28"E along the South line of the Southwest Quarter (SW 1/4) of said Section 14 for 1,810.08 feet to the Southwest corner of said Road right of way easement and the POINT OF BEGINNING.

From said Point of Beginning run N00°53'51"E along the West line of said Road right of way easement for 1,295.05 feet to an intersection with the North line of said Southeast Quarter (SE 1/4) of the Southwest Quarter (SW 1/4) of Section 14; thence run N89°57'57"E along said North line for 60.01 feet to an intersection with the East line of said Road right of way easement; thence run S00°53'51"W along the East line of said Road right of way easement for 1,295.48 feet to an intersection with said South line of the Southwest Quarter (SW 1/4) of said Section 14; thence run N89°37'28"W along said South line for 60.00 feet to the POINT OF BEGINNING.

Containing 1.78 acres, more or less.

Bearings hereinabove mentioned are State Plane for the Florida West Zone (NAD1983)(NSRS 2011) and are based on the South line of the Southwest Quarter (SW 1/4) of Section 14 to bear S89°37'28"E.


Scott A. Wheeler (For The Firm)
Professional Surveyor and Mapper
Florida Certificate No. 5949

L:\24083 - Dean's Way Subdivision (Keith Dean)\Survey\SKETCH\24083SKo2.doc

PREPARED FOR
KEITH DEAN

PROJECT DESCRIPTION
A PARCEL OF LAND IN SECTION 14, TOWNSHIP 43 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA

PROJECT SURVEYOR



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

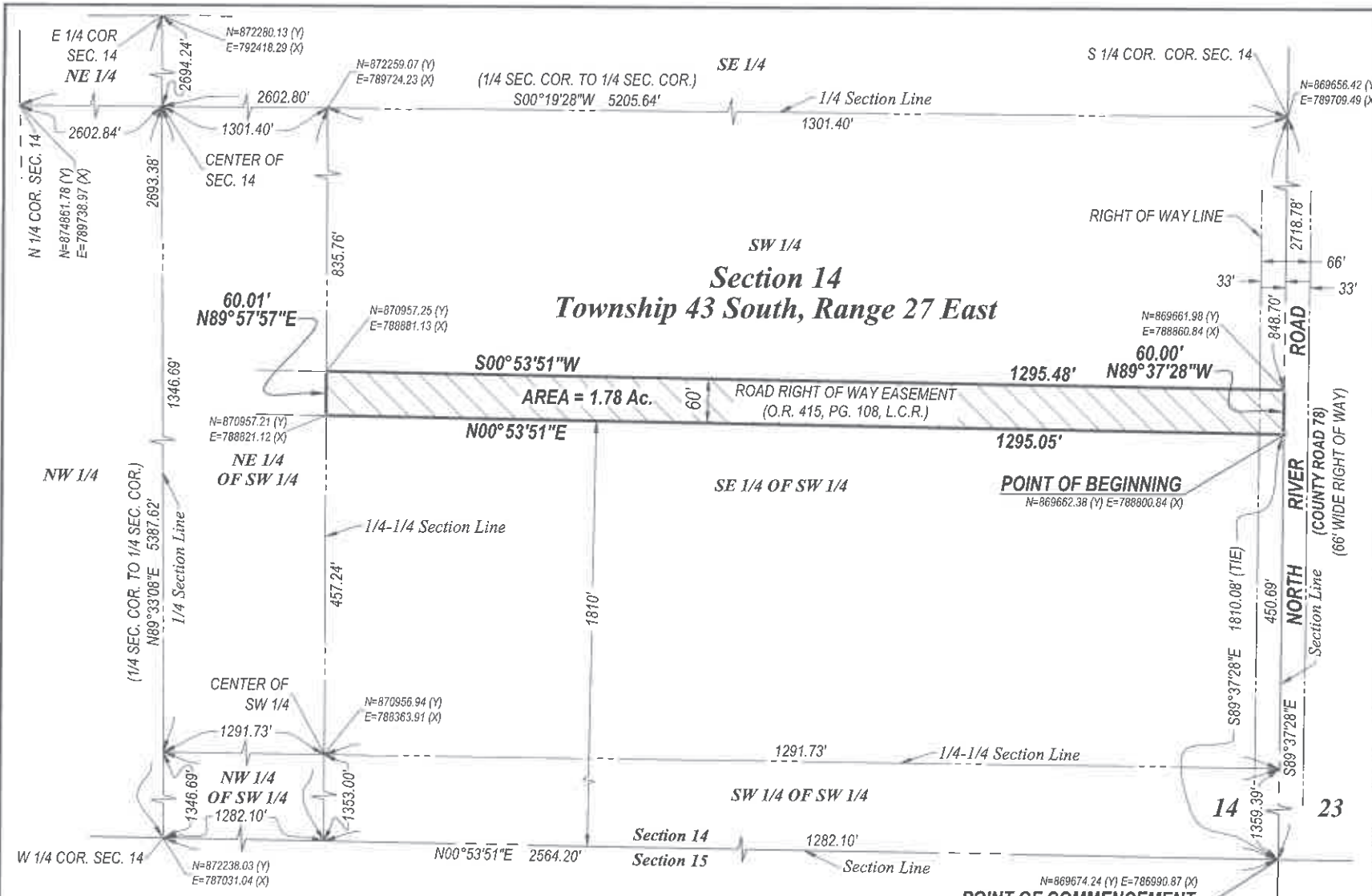
FILE NAME	24083502.DWG
LAYOUT	2
LOCATION	J:\24083502\SURVEYING\NO\NETCOR
PLOT DATE	THU 8-4-2022 7:28 AM
PLOT BY	PETER OLSEN
DRAWER DATA	
SURVEY DATE	06-04-2022
DRAWN BY	P. OLSEN
CHECKED BY	SAW
SCALE	1"=200'
FIELD BOOK	

PLAN REVISIONS

STRAP NUMBERS

SKETCH TO ACCOMPANY DESCRIPTION

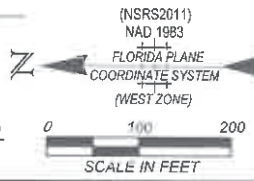
PROJECT / FILE NO	SHEET NUMBER
24083	2 OF 2
14-43-27	



THIS IS NOT A SURVEY

SCOTT A. WHEELER (FOR THE FIRM - LB-6940)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5949

DATE SIGNED: _____



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

NOTES:

- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF. UNLESS OTHERWISE NOTED DISTANCES ARE ALSO (U.S. SURVEY FEET) GROUND AND CAN BE MULTIPLIED BY 0.9999614 TO OBTAIN GRID DISTANCES.
- INST. No. - DENOTES INSTRUMENT NUMBER, LEE COUNTY PUBLIC RECORDS.
- O.R. - DENOTES OFFICIAL RECORD BOOK, LEE COUNTY PUBLIC RECORDS.
- PG. - DENOTES PAGE.
- BEARINGS AND COORDINATES SHOWN ARE STATE PLANE FLORIDA EAST OR WEST ZONE (NAD1983)(NSRS 2011) AND ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14 TO BEAR S89°37'28"E.
- DESCRIPTION IS ATTACHED.

Knott · Ebelini · Hart

Attorneys At Law

George H. Knott**
Mark A. Ebelini
Thomas B. Hart□

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Asher E. Knipe
George W. Gift, III

James T. Humphrey
Of Counsel

Michael E. Roeder, AICP
Director of Land Use

* Board Certified Civil Trial Lawyer
□ Board Certified Real Estate Lawyer
+ Board Certified Business Litigation Lawyer

mebelini@knott-law.com

April 1, 2022

Via Certified Mail, Return Receipt Requested

First American Title Insurance Company
Attention: Claims National Intake Center
1 First American Way
Santa Ana CA 92707

Re: First American Title Policy No. 5011412-2690221
Named Insured: Keith Dean and Stephanie Dean
Property: 22301 N. River Road, Alva FL 33920

Dear Sir or Madam:

This firm represents Keith Dean and Stephanie Dean, owners of the above-referenced property and holders of the above-referenced owners' title insurance policy issued by First American Title Insurance Company. This letter constitutes a notice of claim under the title insurance policy. A copy of the policy and the deed prepared by First American Title Insurance Company are attached (Exhibits A and B). Two copies of a 2022 aerial photograph of the property from the Lee County Property Appraiser's website (with the property outlined in blue) is attached (composite Exhibit C).

During an informal meeting with Lee County staff after their purchase to discuss securing a land use approval on the property, my clients were apprised of a 60-foot-wide easement running north to south through their entire parcel held by the "County Line Drainage District" "for the purpose of constructing a roadway." As seen from the aerial photographs, there is no such roadway constructed on the property. I have attached a copy of a County GIS map which shows the recorded roadway easement (Exhibit D). My clients asked a local surveyor to plot the roadway easement, and a copy of that plat is attached (Exhibit E).

My research has revealed there are three documents recorded in the Official Records of Lee County which pertain to these County Line Drainage District easements and the subject

easement. The first is a "Declaration of Easement" dated September 21, 1966, executed by South Florida Citrus Industries, Inc. ("South Florida Citrus") recorded in Official Records Book 379, Page 96 of the Public Records of Lee County, Florida. South Florida Citrus was a Florida corporation created on November 30, 1960, and voluntarily dissolved on December 29, 2014. In the Declaration, South Florida Citrus claimed it was "presently the owner or will shortly become the owner of land situate in Sections 1, 2, 3, 12, 13 and 14, Township 43 South, Range 27 East." The Declaration further states that South Florida Citrus "intends to convey lands or portions thereof to third parties and in order to provide access to third parties through the lands to be sold and conveyed, does hereby declare the road easements . . . to be a right-of-way over and through the properties conveyed for the purpose of ingress, egress and drainage." The Declaration then purports to provide notice to "all persons who may become owners of said property . . . that a right of way has been declared." However, this document does not create an easement within Section 14 itself (where the subject property lies), but creates easements in Sections 1, 12 and 13 to the east and north of Section 14 (Exhibit F).

Next is a document executed by South Florida Citrus on June 21, 1967, recorded in Official Records Book 415, Page 108, Public Records of Lee County, Florida. In this document, South Florida Citrus, claiming to be "the owner or the holder of an interest in the property described hereinafter, "granted transferred and conveyed unto County Line Drainage District, a public corporation established pursuant to the provisions of Chapter 298, Florida Statutes, by decree of the Circuit Court, a right of way for the purpose of constructing and maintaining dikes, canals and roads over and across the property described . . . and does stipulate that said easements shall exist perpetually in favor of said County Line Drainage District, its successors, heirs and assigns." This document does describe the 60-foot-wide roadway easement within the subject property, continuing to the sections north of the subject property. (Exhibit G).

Finally, there is another "Declaration of Easement" executed by South Florida Citrus on September 24, 1967, and recorded in Official Records Book 427, Page 606 in which South Florida Citrus, again claiming to be the "the owner of the land described in the Exhibit attached" dedicates "said lands described . . . to subsequent purchasers for purposes of ingress and egress," it being clearly understood that any contract or deed hereinafter created by South Florida Citrus Industries, Inc. shall be subject to this Declaration. The attached Exhibit conveys the same roadway easement for the benefit of subsequent purchasers (Exhibit H).

I have performed a chain of title search of my clients' property prior their ownership back to a 1944 deed. South Florida Citrus does not appear to have ever owned my clients'

First American Title Insurance Company

April 1, 2022

Page 3

property, nor was I ever able to find any easement grant to South Florida Citrus by any prior owner. (Exhibit I)

The County Line Drainage District is still in existence, and I have attached a recorded Interlocal Agreement dated August of 2010 which provides some background information. I am also providing a current copy of the County Line Drainage District map (composite Exhibit J) and information about the District. As you will note, the subject property is not in the County Line Drainage District boundary. Also, the property to the north, also not in the County Line Drainage District, is presently owned by the South Florida Water Management District (SFWMD), and has been owned by the State since a conveyance to the formal Central and Southern Florida Flood Control District in 1963. There is no road extending through the SFWMD property where the roadway easement purports to extend north of my clients' property.

We look forward to First American Title Insurance Company's immediate action on this encumbrance, including either removal of the easement by a deed from the District, by a quiet title action, or payment for the substantial diminution in value of the property with this easement remaining.

Please contact me upon your receipt of this correspondence to confirm receipt of the claim, and to discuss how First American plans to resolve this matter. We hope we can be of assistance.

Very truly yours,

KNOTT EBELINI HART



Mark A. Ebelini

MAE/mcl

Enclosures

cc: clients



First American

EXHIBIT A

5000 TAMIAMI TRL N,
NAPLES FL 34103



Transmittal

05/21/2021

KEITH DEAN/STEPHANIE DEAN
PO BOX 223
ALVA FL 33920

Order No: 2690221

Enclosed please find 3 attached documents.

First American Title Insurance Company

Page Count 12

	<p>First American</p> <p>Owner's Policy</p>	<p>Owner's Policy of Title Insurance (with Florida modifications)</p> <p>ISSUED BY First American Title Insurance Company</p> <p>POLICY NUMBER 5011412- 2690221</p>
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Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at the address shown in Section 18 of the Conditions.

COVERED RISKS

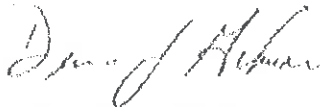
SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B, AND THE CONDITIONS, **FIRST AMERICAN TITLE INSURANCE COMPANY**, a Nebraska corporation (the "Company") insures, as of Date of Policy against loss or damage, not exceeding the Amount of Insurance, sustained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

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

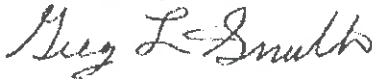
(Covered Risks Continued on Page 2)

In Witness Whereof, First American Title Insurance Company has caused its corporate name to be hereunto affixed by its authorized officers as of Date of Policy shown in Schedule A.

First American Title Insurance Company



Dennis J. Gilmore, President



Greg L. Smith, Secretary

(This Policy is valid only when Schedules A and B are attached)

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COVERED RISKS (Continued)

5. The violation or enforcement of any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (a) the occupancy, use, or enjoyment of the Land;
 - (b) the character, dimensions, or location of any improvement erected on the Land;
 - (c) the subdivision of land; or
 - (d) environmental protection
 if a notice, describing any part of the Land, is recorded in the Public Records setting forth the violation or intention to enforce, but only to the extent of the violation or enforcement referred to in that notice.
6. An enforcement action based on the exercise of a governmental police power not covered by Covered Risk 5 if a notice of the enforcement action, describing any part of the Land, is recorded in the Public Records, but only to the extent of the enforcement referred to in that notice.
7. The exercise of the rights of eminent domain if a notice of the exercise, describing any part of the Land, is recorded in the Public Records.
8. Any taking by a governmental body that has occurred and is binding on the rights of a purchaser for value without knowledge.
9. Title being vested other than as stated in Schedule A or being defective
 - (a) as a result of the avoidance in whole or in part, or from a court order providing an alternative remedy, of a transfer of all or any part of the title to or any interest in the Land occurring prior to the transaction vesting Title as shown in Schedule A because that prior transfer constituted a fraudulent or preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws; or
 - (b) because the instrument of transfer vesting Title as shown in Schedule A constitutes a preferential transfer under federal bankruptcy, state insolvency, or similar creditors' rights laws by reason of the failure of its recording in the Public Records
 - (i) to be timely, or
 - (ii) to impart notice of its existence to a purchaser for value or to a judgment or lien creditor.
10. Any defect in or lien or encumbrance on the Title or other matter included in Covered Risks 1 through 9 that has been created or attached or has been filed or recorded in the Public Records subsequent to Date of Policy and prior to the recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

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

EXCLUSIONS FROM COVERAGE

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

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

CONDITIONS

1. DEFINITION OF TERMS

The following terms when used in this policy mean:

- (a) "Amount of Insurance": The amount stated in Schedule A, as may be increased or decreased by endorsement to this policy, increased by Section 8(b), or decreased by Sections 10 and 11 of these Conditions.
- (b) "Date of Policy": The date designated as "Date of Policy" in Schedule A.
- (c) "Entity": A corporation, partnership, trust, limited liability company, or other similar legal entity.
- (d) "Insured": The Insured named in Schedule A.
 - (i) The term "Insured" also includes
 - (A) successors to the Title of the Insured by operation of law as distinguished from purchase, including heirs, devisees, survivors, personal representatives, or next of kin;
 - (B) successors to an Insured by dissolution, merger, consolidation, distribution, or reorganization;
 - (C) successors to an Insured by its conversion to another kind of Entity;
 - (D) a grantee of an Insured under a deed delivered without payment of actual valuable consideration conveying the Title
 - (1) if the stock, shares, memberships, or other equity interests of the grantee are wholly-owned by the named Insured,
 - (2) if the grantee wholly owns the named Insured,
 - (3) if the grantee is wholly-owned by an affiliated Entity of the named Insured, provided the affiliated Entity and the named Insured are both wholly-owned by the same person or Entity, or
 - (4) if the grantee is a trustee or beneficiary of a trust created by a written instrument established by the Insured named in Schedule A for estate planning purposes.
 - (ii) With regard to (A), (B), (C), and (D) reserving, however, all rights and defenses as to any successor that the Company would have had against any predecessor Insured.
- (e) "Insured Claimant": An Insured claiming loss or damage.
- (f) "Knowledge" or "Known": Actual knowledge, not constructive knowledge or notice that may be imputed to an Insured by reason of the Public Records or any other records that impart constructive notice of matters affecting the Title.
- (g) "Land": The land described in Schedule A, and affixed improvements that by law constitute real property. The term "Land" does not include any property beyond the lines of the area described in Schedule A, nor any right, title, interest, estate, or easement in abutting streets, roads, avenues, alleys, lanes, ways, or waterways, but this does not modify or limit the extent that a right of access to and from the Land is insured by this policy.
- (h) "Mortgage": Mortgage, deed of trust, trust deed, or other security instrument, including one evidenced by electronic means authorized by law.
- (i) "Public Records": Records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without Knowledge. With respect to Covered Risk 5(d), "Public Records" shall also

include environmental protection liens filed in the records of the clerk of the United States District Court for the district where the Land is located.

- (j) "Title": The estate or interest described in Schedule A.
- (k) "Unmarketable Title": Title affected by an alleged or apparent matter that would permit a prospective purchaser or lessee of the Title or lender on the Title to be released from the obligation to purchase, lease, or lend if there is a contractual condition requiring the delivery of marketable title.

2. CONTINUATION OF INSURANCE

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

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT

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

4. PROOF OF LOSS

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

5. DEFENSE AND PROSECUTION OF ACTIONS

- (a) Upon written request by the Insured, and subject to the options contained in Section 7 of these Conditions, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an Insured in litigation in which any third party asserts a claim covered by this policy adverse to the Insured. This obligation is limited to only those stated causes of action alleging matters insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the Insured to object for reasonable cause) to represent the Insured as to those stated causes of action. It shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs, or expenses incurred by the Insured in the defense of those causes of action that allege matters not insured against by this policy.

CONDITIONS (Continued)

- (b) The Company shall have the right, in addition to the options contained in Section 7 of these Conditions, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the Title, as insured, or to prevent or reduce loss or damage to the Insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable to the Insured. The exercise of these rights shall not be an admission of liability or waiver of any provision of this policy. If the Company exercises its rights under this subsection, it must do so diligently.
- (c) Whenever the Company brings an action or asserts a defense as required or permitted by this policy, the Company may pursue the litigation to a final determination by a court of competent jurisdiction, and it expressly reserves the right, in its sole discretion, to appeal any adverse judgment or order.
- 6. DUTY OF INSURED CLAIMANT TO COOPERATE**
- (a) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding and any appeals, the Insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, including the right to use, at its option, the name of the Insured for this purpose. Whenever requested by the Company, the Insured, at the Company's expense, shall give the Company all reasonable aid (i) in securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the Title or any other matter as insured. If the Company is prejudiced by the failure of the Insured to furnish the required cooperation, the Company's obligations to the Insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.
- (b) The Company may reasonably require the Insured Claimant to submit to examination under oath by any authorized representative of the Company and to produce for examination, inspection, and copying, at such reasonable times and places as may be designated by the authorized representative of the Company, all records, in whatever medium maintained, including books, ledgers, checks, memoranda, correspondence, reports, e-mails, disks, tapes, and videos whether bearing a date before or after Date of Policy, that reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the Insured Claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect, and copy all of these records in the custody or control of a third party that reasonably pertain to the loss or damage. All information designated as confidential by the Insured Claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the Insured Claimant to submit for examination under oath, produce any reasonably requested information, or grant permission to secure reasonably necessary information from third parties as required in this subsection, unless prohibited by law or governmental regulation, shall terminate any liability of the Company under this policy as to that claim.
- 7. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS; TERMINATION OF LIABILITY**
- In case of a claim under this policy, the Company shall have the following additional options:
- (a) To Pay or Tender Payment of the Amount of Insurance.
- To pay or tender payment of the Amount of Insurance under this policy together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment or tender of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of this option, all liability and obligations of the Company to the Insured under this policy, other than to make the payment required in this subsection, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- (b) To Pay or Otherwise Settle With Parties Other Than the Insured or With the Insured Claimant.
- (i) To pay or otherwise settle with other parties for or in the name of an Insured Claimant any claim insured against under this policy. In addition, the Company will pay any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay; or
- (ii) To pay or otherwise settle with the Insured Claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees, and expenses incurred by the Insured Claimant that were authorized by the Company up to the time of payment and that the Company is obligated to pay.
- Upon the exercise by the Company of either of the options provided for in subsections (b)(i) or (ii), the Company's obligations to the Insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation.
- 8. DETERMINATION AND EXTENT OF LIABILITY**
- This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the Insured Claimant who has suffered loss or damage by reason of matters insured against by this policy.
- (a) The extent of liability of the Company for loss or damage under this policy shall not exceed the lesser of
- (i) the Amount of Insurance; or
- (ii) the difference between the value of the Title as insured and the value of the Title subject to the risk insured against by this policy.
- (b) If the Company pursues its rights under Section 5 of these Conditions and is unsuccessful in establishing the Title, as insured,
- (i) the Amount of Insurance shall be increased by 10%, and
- (ii) the Insured Claimant shall have the right to have the loss or damage determined either as of the date the claim was made by the Insured Claimant or as of the date it is settled and paid.
- (c) In addition to the extent of liability under (a) and (b), the Company will also pay those costs, attorneys' fees, and expenses incurred in accordance with Sections 5 and 7 of these Conditions.

CONDITIONS (Continued)

9. LIMITATION OF LIABILITY

- (a) If the Company establishes the Title, or removes the alleged defect, lien, or encumbrance, or cures the lack of a right of access to or from the Land, or cures the claim of Unmarketable Title, all as Insured, in a reasonably diligent manner by any method, including litigation and the completion of any appeals, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused to the Insured.
- (b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals, adverse to the Title, as Insured.
- (c) The Company shall not be liable for loss or damage to the Insured for liability voluntarily assumed by the Insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE; REDUCTION OR TERMINATION OF LIABILITY

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

11. LIABILITY NONCUMULATIVE

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

12. PAYMENT OF LOSS

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

13. RIGHTS OF RECOVERY UPON PAYMENT OR SETTLEMENT

- (a) Whenever the Company shall have settled and paid a claim under this policy, it shall be subrogated and entitled to the rights of the Insured Claimant in the Title and all other rights and remedies in respect to the claim that the Insured Claimant has against any person or property, to the extent of the amount of any loss, costs, attorneys' fees, and expenses paid by the Company. If requested by the Company, the Insured Claimant shall execute documents to evidence the transfer to the Company of these rights and remedies. The Insured Claimant shall permit the Company to sue, compromise, or settle in the name of the Insured Claimant and to use the name of the Insured Claimant in any transaction or litigation involving these rights and remedies.

If a payment on account of a claim does not fully cover the loss of the Insured Claimant, the Company shall defer the exercise of its right to recover until after the Insured Claimant shall have recovered its loss.

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

14. ARBITRATION

Unless prohibited by applicable law, arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association may be demanded if agreed to by both the Company and the Insured at the time of a controversy or claim. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, and service of the

Company in connection with its issuance or the breach of a policy provision or other obligation. Effect on the date the demand for arbitration is made, or, at the option of the Insured, the rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the Land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

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

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

15. LIABILITY LIMITED TO THIS POLICY; POLICY ENTIRE CONTRACT

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

16. SEVERABILITY

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

17. CHOICE OF LAW; FORUM

- (a) Choice of Law: The Insured acknowledges the Company has underwritten the risks covered by this policy and determined the premium charged therefor in reliance upon the law affecting interests in real property and applicable to the interpretation, rights, remedies, or enforcement of policies of title insurance of the jurisdiction where the Land is located. Therefore, the court or an arbitrator shall apply the law of the jurisdiction where the Land is located to determine the validity of claims against the Title that are adverse to the Insured and to interpret and enforce the terms of this policy. In neither case shall the court or arbitrator apply its conflicts of law principles to determine the applicable law.
- (b) Choice of Forum: Any litigation or other proceeding brought by the Insured against the Company must be filed only in a state or federal court within the United States of America or its territories having appropriate jurisdiction.

18. NOTICES, WHERE SENT

Any notice of claim and any other notice or statement in writing required to be given to the Company under this policy must be given to the Company at **First American Title Insurance Company, Attn: Claims National Intake Center, 1 First American Way, Santa Ana, California 92707. Phone: 888-632-1642**



First American

Schedule A

Owner's Policy of Title Insurance

ISSUED BY

First American Title Insurance Company

POLICY NUMBER

5011412-2690221

Name and Address of Title Insurance Company:

FIRST AMERICAN TITLE INSURANCE COMPANY, 1 First American Way, Santa Ana, California 92707

File No.: 2084-2690221

Address Reference: 22301 N River Rd, Alva, FL 33920

Amount of Insurance: \$288,000.00

Premium: \$1,515.00

Date of Policy: May 03, 2021

(or the date of recording of the instrument executed at closing vesting title in the insured, whichever is later)

1. Name of Insured:

Keith Dean and Stephanie Dean

2. The estate or interest in the Land that is insured by this policy is:

Fee Simple

3. Title is vested in:

Keith Dean and Stephanie Dean

4. The Land referred to in this policy is described as follows:

See Exhibit "A" attached hereto and made a part hereof

By:

Authorized Countersignature

(This Schedule A valid only when Schedule B is attached)

 Exhibit A	<i>First American</i>	ISSUED BY First American Title Insurance Company POLICY NUMBER 2690221
---	-----------------------	---

File No.: 2084-2690221

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Lee, STATE OF FL, AND IS DESCRIBED AS FOLLOWS:

East 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 43 South, Range 27 East, Lee County, Florida.

AND

East 1/2 of the West 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 43 South, Range 27 East, Lee County, Florida, Less right of way for State Road 78.

	First American	Owner's Policy of Title Insurance
Schedule B	ISSUED BY First American Title Insurance Company POLICY NUMBER 5011412-2690221	

File No.: 2084-2690221

EXCEPTIONS FROM COVERAGE

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

1. Any rights, interests, or claims of parties in possession of the land not shown by the public records.
2. Any encroachment, encumbrance, violation, variation or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the land.
3. Any lien, for services, labor, or materials in connection with improvements, repairs or renovations provided before, on, or after Date of Policy, not shown by the public records.
4. Any dispute as to the boundaries caused by a change in the location of any water body within or adjacent to the land prior to Date of Policy, and any adverse claim to all or part of the land that is, at Date of Policy, or was previously under water.
5. Taxes or special assessments not shown as liens in the public records or in the records of the local tax collecting authority, at Date of Policy.
6. Any minerals or mineral rights leased, granted or retained by current or prior owners.
7. Taxes and assessments for the year 2021 and subsequent years, which are not yet due and payable.
8. The land described under Schedule "A" herein shall not be deemed to include any house trailer or mobile home standing on the land.
9. Rights or claims of parties in possession not shown by the public record.

NOTE: Exception(s) numbered 1, 3 and 5 above is/are hereby deleted.

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.

Notices - Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company, Attention: Claims Department, 1 First American Way, Santa Ana, CA 92707.

Service, Quality and Availability

First American Title Insurance Company cares about its customers and their ability to obtain information and service on a convenient, timely and accurate basis. A qualified staff of service representatives is dedicated to serving you. A toll-free number is available for your convenience in obtaining information about coverage and to provide assistance in resolving complaints at 1-800-854-3643. Office hours are from 8:30 a.m. through 5:30 p.m. Monday through Friday.

**First American**

**First American Title Insurance Company
FL SWF Naples Escrow
5000 Tamiami Trail North
Naples, FL 34103**

Keith Dean and Stephanie Dean
PO Box 223
Alva, FL 33920

05/21/2021

Order Number: **2690221**

Escrow Officer: **Karly Mitchell**
Phone: **(877)833-1754**

Owner: **Keith Dean and Stephanie Dean**

Property: **22301 N River Rd**
 Alva, FL 33920

Please find enclosed the final policy of title insurance and a copy of your e-recorded deed for the above captioned property. Please keep these documents with your permanent records for this property. The recorded documents are now of Public Record and are recorded in Lee County. Original documents no longer show the county recording information and therefore have not been included with your policy.

Please remember, if this property qualifies for and you intend to file for homestead exemption for tax purposes, you must do so prior to February 28th of the year following your closing. You must apply for this exemption in person at the County Property Appraisers Office.

We thank you for the opportunity to be of service to you, in the future should you have any title insurance needs, we hope you will allow First American Title Insurance Company to be of service to you again. If you have any questions or concerns or need anything further, please do not hesitate to contact this office.

We at First American maintain the fundamental principle:

Customer First!



Prepared by
Karly Mitchell, an employee of
First American Title Insurance Company
5000 Tamiami Trail North
Naples, Florida 34103
(877)833-1754

Return to: Grantee

File No.: 2084-2690221

WARRANTY DEED

THIS INDENTURE, executed on **May 03, 2021**, between

James Henderson, a single man

whose mailing address is: PO Box 804, Alva, FL 33920,
hereinafter called the "grantor", and

Keith Dean and Stephanie Dean, husband and wife

whose mailing address is: PO Box 223, Alva, FL 33920,
hereinafter called the "grantee":

(Which terms "Grantor" and "Grantee" shall include singular or plural, corporation or individual, and either sex, and shall include heirs, legal representatives, successors and assigns of the same)

WITNESSETH: The grantor, for and in consideration of the sum of \$10.00 and other good and valuable consideration, receipt whereof is hereby acknowledged, by these presents does grant, bargain, release, convey and confirms unto the grantee, their heirs and assigns, all that certain land situate in **Lee County, FL**, to-wit:

East 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 43 South, Range 27 East, Lee County, Florida.

AND

East 1/2 of the West 1/2 of the West 1/2 of the Southeast 1/4 of the Southwest 1/4 of Section 14, Township 43 South, Range 27 East, Lee County, Florida, Less right of way for State Road 78.

Together with that certain mobile home situate thereon.

Parcel Identification Number: **14-43-27-00-00003.0030**

Subject to all reservations, covenants, conditions, restrictions and easements of record and to all applicable zoning ordinances and/or restrictions imposed by governmental authorities, if any.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in any way 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 31st of 2020.

In Witness Whereof, the grantor has hereunto set their hand(s) and seal(s) the day and year first above written.

James Henderson
James Henderson

Signed, sealed, and delivered in our presence:

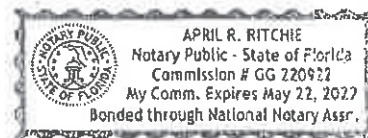
[Signature]
Witness Signature
Don Ritchie
Print Name

Kerry A. Hudson
Witness Signature
Kerry A. Hudson
Print Name

State of FL
County of Lee

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, on 5-22-21, by James Henderson, a single man.

[Signature]
Notary Public
Don Ritchie
(Printed Name)



My Commission expires: 5-22-22

Personally Known OR Produced Identification
Type of Identification Produced a valid driver's license

{Notarial Seal}



March 30, 2022

Air Photos: 2021 Hi-Res (4 inch)

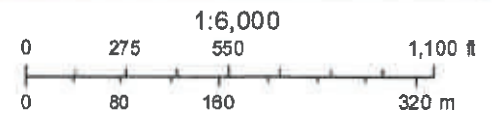


 Hospital Locations

 Library Locations

School Locations

 School Locations














GeoView Map



March 30, 2022

Air Photos: 2021 Hi-Res (4 inch)

- | | | | |
|--|--|--|--|
|  Hospital Locations |  School Locations |  County Boundary |  US 41 |
|  Library Locations |  School Locations |  Major Roads Medium |  Other Highways |
|  CCC_Parks |  I-75 |  Other Roads | |

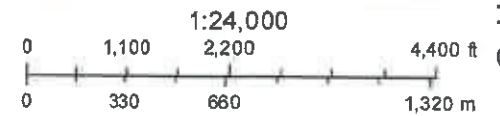


EXHIBIT C

EXHIBIT D

3/21/22, 8:55 AM

LeeSpls 3.0

The screenshot displays the Lee County's Flagship Web GIS interface. At the top left, the text 'LeeSpls 3.0' and 'Lee County's Flagship Web GIS' is visible. The main map area shows an aerial view with overlaid parcel boundaries in red and yellow. A white rectangular box highlights a specific parcel, with a handwritten white arrow pointing to it and the word 'EMERGENCY' written in white. The right side of the interface features a 'Map Contents' panel with a 'Layers' list including: Parcels / Land Records, Property Sales, Infrastructure, Zoning / Development Orders, District Boundaries, Planning Districts, Jurisdictional Boundaries / Political, Public Safety, Natural Resources Environmental, and Utilities. Below the map, there are 'Print' options with 'Layout: MAP_ONLY' and 'Format: PDF'. At the bottom left, a scale bar indicates '0.3mi'.

<https://eegis.lee.gov.com/leeSpls/>

1/1

Barraco
and Associates, Inc.
Civil Engineering - Land Surveying
Land Planning
www.barraco.net
2271 MAGREGOR BLVD., SUITE 100
FORT MYERS, FLORIDA 33903-3800
PHONE (239) 461-3170
FAX (239) 461-3190

FLORIDA CERTIFICATE OF AUTHORIZATION
ENGINEERING 7995 SURVEYING 153640

PREPARED FOR

**KEITH
DEAN**

PROJECT DESCRIPTION

**A PARCEL OF LAND IN
SECTION 14,
TOWNSHIP 43 SOUTH,
RANGE 27 EAST,
LEE COUNTY, FLORIDA**

PROJECT SURVEYOR



NET VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED ON DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING

FILE NAME: 240801.DWG
LAYOUT: 1
LOCATION: J:\GARDENHOLM\RYEYRKA
PLOT DATE: MON 3-21-2022 4:58 PM
PLOT BY: PETER OLSEN

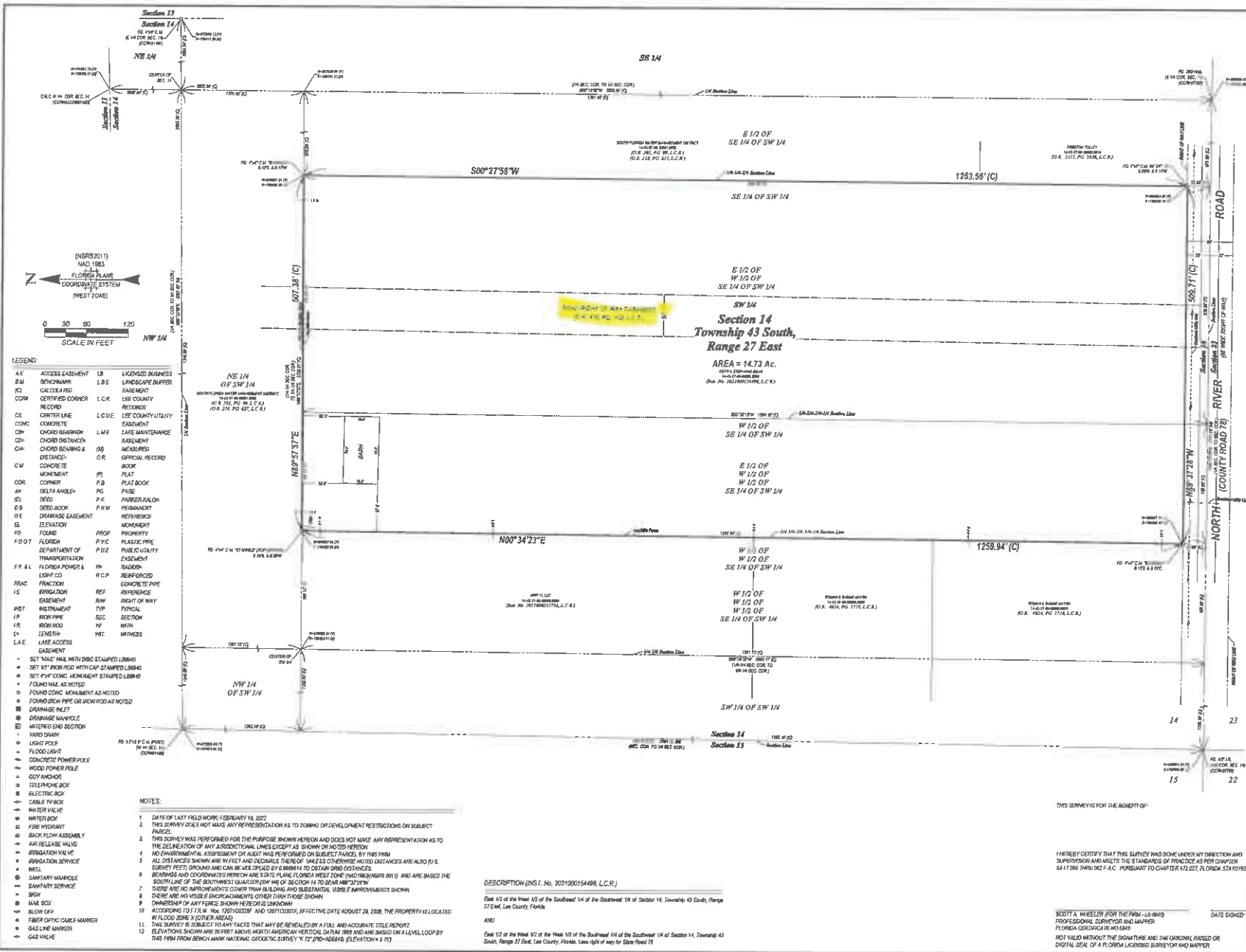
DRAWING DATA
SURVEY DATE: 02-18-2022
DRAWN BY: P. OLSEN
CHECKED BY: SAH
SCALE: 1"=40'
FIELD BOOK: 33677/8

PLAN REVISIONS
02-21-2022 AND PRESENT

SHEET NUMBERS
14-43-27-00-00002 0000

**BOUNDARY
SURVEY**

PROJECT/FILE NO. SHEET NUMBER
240801 1 OF 1



- LEGEND:
- | | | | |
|-----|--------------------------------------|------|-----------------------------|
| AE | ACCESS EASEMENT | LB | LANDSCAPE BUFFER |
| BE | BENCH MARK | LBE | LANDSCAPE BUFFER EASEMENT |
| CC | CALCULATED | LCR | LEE COUNTY RECORDS |
| CCM | CERTIFIED CORNER | LCHE | LEE COUNTY UTILITY EASEMENT |
| CC | CONCRETE | LME | LAKE MAINTENANCE EASEMENT |
| CSW | CHORD BEARING | MA | MEASURED |
| CS | CHORD DISTANCE | OR | OFFICIAL RECORD |
| CA | CHORD BEARING & DISTANCE | PI | PLAT BOOK |
| CM | CONCRETE MONUMENT | PK | PAGE |
| CR | CORNER | PK | PARCELS CALON |
| AM | ANGLE | P.M | PERMANENT |
| D | DEED | REF | REFERENCE |
| DB | DEED BOOK | RM | RIGHT OF WAY EASEMENT |
| DE | DEMARKING EASEMENT | TR | TRAILER |
| EL | ELEVATION | RCP | REINFORCED CONCRETE PIPE |
| FD | FLORIDA DEPARTMENT OF TRANSPORTATION | RC | REINFORCED CONCRETE |
| FP | FLORIDA POWER & LIGHT | REF | REFERENCE |
| FR | FRANCHISE | RFW | RIGHT OF WAY |
| IE | IRRIGATION EASEMENT | TR | TYPICAL SECTION |
| INT | INSTRUMENT | W | WATER |
| IP | IRROPIPE | WH | WITNESS |
| IR | IRON ROD | | |
| L | LENGTH | | |
| LA | LAKE ACCESS EASEMENT | | |

- SET 1/4" DIA. NAIL WITH DISC STAMPED LOGNO
- SET 1/2" IRON ROD WITH CAP STAMPED LOGNO
- SET 1/4" DIA. NAIL WITH DISC STAMPED LOGNO
- FOUND NAIL AS NOTED
- FOUND CONCRETE MONUMENT AS NOTED
- FOUND CONCRETE PIPE OR IRON ROD AS NOTED
- DRAINAGE INLET
- DRAINAGE MANHOLE
- WATERED END SECTION
- YARD CHAIN
- LIGHT POLE
- FLOOD LAMP
- CONCRETE POWER POLE
- WOOD POWER POLE
- GUY ANCHOR
- TELEPHONE BOX
- ELECTRIC BOX
- CABLE TV BOX
- WATER VALVE
- WATER BOX
- FIRE MISCANT
- BACK FLOW ASSEMBLY
- AIR RELEASE VALVE
- IRRIGATION VALVE
- IRRIGATION SERVICE
- WELL
- SANITARY MANHOLE
- SANITARY SERVICE
- SIGN
- MAIL BOX
- BULK OIL
- FIBER OPTIC CABLE MANHOLE
- GAS LINE MANHOLE
- GAS VALVE

NOTES:

- DATE OF LAST FIELD WORK: FEBRUARY 16, 2022
- THIS SURVEY DOES NOT MAKE ANY REPRESENTATION AS TO ZONING OR DEVELOPMENT RESTRICTIONS ON SUBJECT PARCEL.
- THIS SURVEY WAS PERFORMED FOR THE PURPOSE SHOWN HEREON AND DOES NOT MAKE ANY REPRESENTATION AS TO THE DELINEATION OF ANY JURISDICTIONAL LINES EXCEPT AS SHOWN OR NOTED HEREON.
- NO ENVIRONMENTAL ASSESSMENT OR ALIEN HAS BEEN PERFORMED ON SUBJECT PARCEL. BY THIS FRM.
- ALL DISTANCES SHOWN ARE IN FEET AND DECIMALS THEREOF UNLESS OTHERWISE NOTED. DISTANCES ARE ALSO P.S.D. SURVEY FEET (GROUND AND CAN BE MULTIPLIED BY 0.999914 TO OBTAIN GRID DISTANCES).
- BEARINGS AND DISTANCES TO BENCH ARE IN THE PLANE FLORIDA MERIDIAN (NAD 83) UNLESS OTHERWISE NOTED. THE SOUTH LINE OF THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 14 TO BEAR N89°27'29"W.
- THERE ARE NO APPROXIMATE CORNERS THAN BOUNDARY AND SUBSTANTIAL VISIBLE IMPROVEMENTS SHOWN.
- THERE ARE NO VISIBLE ENCROACHMENTS OTHER THAN THOSE SHOWN.
- OWNERSHIP OF ANY FENCE SHOWN HEREON IS UNKNOWN.
- ACCORDING TO F.L.M. No. 1007000007, EFFECTIVE DATE AUGUST 28, 2008, THE PROPERTY IS LOCATED IN FLOOD ZONE X (SEVERE AREAS).
- THIS SURVEY IS SUBJECT TO ANY FACTS THAT MAY BE REVEALED BY A FULL AND ACCURATE TITLE REPORT.
- ELEVATIONS SHOWN ARE IN FEET ABOVE NORTH AMERICAN VERTICAL DATUM 1985 AND ARE BASED ON A LEVEL LOOP BY THIS FIRM FROM BENCH MARK NATIONAL GEODETIC SURVEY '72" (PD=426646) (ELEVATION = 4.75)

DESCRIPTION (INSTR. NO. 202100015486, L.C.R.)
East 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 43 South, Range 27 East, Lee County, Florida.
AND
East 1/2 of the West 1/2 of the West 1/2 of the Southeast 1/4 of the Southeast 1/4 of Section 14, Township 43 South, Range 27 East, Lee County, Florida. Lines right of way for State Road 78

I HEREBY CERTIFY THAT THIS SURVEY WAS DONE UNDER MY DIRECTION AND SUPERVISION AND MEETS THE STANDARDS OF PRACTICE AS PER CHAPTER 64-7.000 THRU 64-7.007, PARAGRAPH 10, CHAPTER 47.007, FLORIDA STATUTES.

ROBERT DIVO FOR THE FIRM (LOGNO)
PROFESSIONAL SURVEYOR AND MAPPING
FLORIDA CERTIFICATE NO. 6849
NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL BASED ON DIGITAL SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPING

DATE SIGNED:

EXHIBIT F

OFF. REC. 379 PAGE 97

E. R. BROWNELL & ASSOCIATES
2379 CORAL WAY - TELEPHONE HI 52651
MIAMI, FLORIDA 33145

ROAD EASEMENTS
LEE COUNTY, FLORIDA

The North 100 feet of Sec. 1-43-27

The South 25 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$, Sec. 1-43-27

The North 25 feet of the South $\frac{1}{2}$ of the North $\frac{1}{2}$, Sec. 1-43-27

The South 25 feet of the North $\frac{1}{2}$ of the South $\frac{1}{2}$, Sec. 1-43-27

The North 25 feet of the South $\frac{1}{2}$ of the South $\frac{1}{2}$, Sec. 1-43-27

The South 25 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$, Sec. 12-43-27

The North 25 feet of the South $\frac{1}{2}$ of the North $\frac{1}{2}$, Sec. 12-43-27

The South 25 feet of the North $\frac{1}{2}$ of the South $\frac{1}{2}$, Sec. 12-43-27

The North 25 feet of the South $\frac{1}{2}$ of the South $\frac{1}{2}$, Sec. 12-43-27

The South 25 feet of the North $\frac{1}{2}$ of the North $\frac{1}{2}$, Sec. 13-43-27

The North 25 feet of the South $\frac{1}{2}$ of the North $\frac{1}{2}$, Sec. 13-43-27

The East 50 feet of the West 1850 feet of the South $\frac{1}{2}$, Sec. 13-43-27

Commencing at a point 2124 feet South of the Northwest corner of said Section 13; thence run in an Easterly direction along a line parallel to the south line of said Section 13 for a distance of 1850' as measured along the south line of said Section 13 to a point; thence run in a northerly direction along a line 1850' east of the west line of said Section 13 for a distance of 50 feet to a point; thence run in a westerly direction along a line parallel to the south line of said Section 13 for a distance of 1850 feet as measured along the south line of said Section 13 to the west line of said Section 13; thence run in a southerly direction along the west line of said Section 13 for a distance of 50 feet to the Point of Beginning.

The South 50 feet of the North $\frac{1}{2}$ of the South $\frac{1}{2}$ of Sec. 13-43-27 less the west 1800 feet thereof.

ROAD EASEMENTS
LEE COUNTY, FLORIDA

The East 75 feet of Sec. 1, 12 and the North 3/4, Sec. 13-43-27

The East 50 feet of Sec. 11-43-27 and the East 50 feet of the North 2124 feet of Sec. 14-43-27

The East 50 feet of Sec. 2-43-27

The West 50 feet of Sec. 1 and 12 and the West 50 feet of the North 2124 feet of Sec. 13-43-27

The East 50 feet of the following described property: Commencing at a point 2124 feet south of the Northwest corner of Sec. 13-43-27; thence run in an easterly direction along a line parallel to the south line of said Sec. 13 for a distance of 1850 feet as measured along a line parallel to the south line of said Sec. 13 to a point; thence run in a southerly direction along a line parallel to the west line of said Sec. 13 to the south line of the Northwest 1/4 of said Sec. 13; thence run in a westerly direction along the south line of the Northwest 1/4 of said Sec. 13 to the west line of said Sec. 13; thence run in a northerly direction along the west line of said Sec. 13 to the point of beginning being also a point located 2124 feet south of the Northwest corner of said Sec. 13.

RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
NOV 13 1966

OCT 26 12 00 PM '66

D. T. FARABEE
CLERK, CIRCUIT COURT
BY *[Signature]* D.C.



425
30

REC. 415 PAGE 108 139609

STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

KNOW ALL MEN BY THESE PRESENTS:

That SOUTH FLORIDA CITRUS INDUSTRIES, INC., a corporation under the laws of Florida, the owner or the holder of an interest in the property described hereinafter as granted, transferred and conveyed unto COUNTY LINE DRAINAGE DISTRICT, a public corporation established pursuant to the provisions of Chapter 298, Florida Statutes, by decree of the Circuit Court, a right of way for the purpose of constructing and maintaining dikes, canals and roads over and across the property described as Appendix B, same consisting of two (2) pages on the letterhead of Gee & Jenson Consulting Engineers, Inc., entitled "Rights of Way Easements for Dikes, Canals and Roads," and does stipulate that said easements shall exist perpetually in favor of said COUNTY LINE DRAINAGE DISTRICT, its successors, heirs and assigns.

IN WITNESS WHEREOF it has caused this conveyance to be signed and sealed this 21st day of June, 1967.

SOUTH FLORIDA CITRUS INDUSTRIES, INC.

WITNESSES:
[Signature]
[Signature]

BY: [Signature]
President
ATTEST: [Signature]
Secretary



STATE OF FLORIDA)
) SS.
COUNTY OF DADE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments JACK A FREEMAN and JULES FREEMAN President and Secretary respectively of South Florida Citrus Industries, Inc., who executed the foregoing instrument freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Miami, Florida, this 21st day of June, 1967.

[Signature]
Notary Public

STATE OF FLORIDA
DOCUMENTARY STAMP TAX
JUN 25 1967
030



NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 2, 1972
JAMES H. BROWN, JR. 7 WEST PALM BLVD.

APPENDIX "B"

RIGHT OF WAY EASEMENTS FOR
DIKES, CANALS AND ROADSPerimeter Dike

The East 90 feet of the North three-quarters of Section 13, the East 90 feet of Sections 1 and 12, the North 90 feet of Sections 1, 2 and 3, the West and South 90 feet of Section 3, the South 90 feet of the West 1,810 feet of Section 2, the West 90 feet of that part of Section 11 which lies Easterly of a line 1,720 feet (as measured on the perpendicular) Easterly of the West line of said Section 11, the North 90 feet of the Westerly 1,810 feet of Section 14, the West and South 90 feet of all of the West half of Section 14 lying North of the South 3,160 feet, the South 120 feet of all of the East half of Section 14, lying North of the South 3,160 feet, all in Township 43 South, Range 27 East, containing 123 acres more or less.

Secondary Canals

The South 25 feet of the North $\frac{1}{2}$ of Sections 1, 2 and 3. The North 25 feet of the South $\frac{1}{2}$ of Sections 1, 2 and 3. The South 25 feet of Section 1 and the South 25 feet of all land Easterly of the West 1,810 feet of Section 2. The South 25 feet, and the North 25 feet of the North $\frac{1}{2}$ of Section 12. The North 25 feet of the South $\frac{1}{2}$ of Section 12. The South 25 feet of Section 12. The North 25 feet, the South 25 feet of the North $\frac{1}{2}$, the North 25 feet of the South $\frac{1}{2}$, and the South 25 feet of all that part of Section 11 Easterly of a line which lies 1,720 feet (as measured on the perpendicular) from the West boundary of Section 11, the South 50 feet of the North three-quarters of Section 13 as described in O. R. Book 369, page 130, public records of Lee County, Florida, the North 25 feet of Section 13, the North 25 feet of Section 14 less the West 1,870 feet thereof, all in Township 43 South, Range 27 East containing 53 acres, more or less.

Arterial Canal

The West 30 feet of the Northeast $\frac{1}{4}$ and the East 30 feet of the Northwest $\frac{1}{4}$, the East 35 feet of the Southwest $\frac{1}{4}$ and the West 35 feet of the Southeast $\frac{1}{4}$ of Section 2; the West 45 feet of the East $\frac{1}{2}$ and the East 45 feet of the West half of Section 11; the East 45 feet of the West $\frac{1}{2}$ and the West 45 feet of the East half of that part of Section 14 lying North of the South 3,160 feet; plus 120 feet North and East and adjoining the North and East side of the following described line, to wit: Beginning at a point on the West line of Section 13-43-27 which is 2,124 feet South of the Northwest corner of Section 13, run South 89° 36' 20" East parallel

Rec. 415 PAGE 110

CEE & JENSON, L.L.C. CONSULTING ENGINEERS, INC.

to the South line of said Section 13, 1,800 feet, thence South 0° 13' 15" East parallel to the West line of said Section 13, 2,360, 11 feet, thence continuing on the same course to the creek; plus 60 feet each side of the following described line, to wit: Beginning at the intersection of the last described course and the creek go South-Westerly to the center line of the 3 arch pipe culverts under SR 78 at SRD Station 650 + 75, all in Township 43 South, Range 27 East, containing 37 acres more or less.

Roads

In Sections 1, 2, 3 and 12, the South 30 feet of the North $\frac{1}{4}$, the North 30 feet of the South $\frac{1}{4}$ of the North $\frac{1}{2}$, the North 30 feet of the South $\frac{1}{4}$, and the South 30 feet of the North $\frac{1}{2}$ of the South $\frac{1}{2}$. The West 30 feet of the South three-quarters of Section 1, the East 30 feet of the South three-quarters of Section 2, the West 30 feet of Section 12.

In that part of Section 11 lying Easterly of a line 1,720 feet (as measured on the perpendicular) Easterly of the West line of Section 11, the South 30 feet of the North $\frac{1}{4}$, the North 30 feet of the South $\frac{1}{2}$ of the North $\frac{1}{2}$, the North 30 feet of the South $\frac{1}{4}$, and the South 30 feet of the North $\frac{1}{2}$ of the South $\frac{1}{2}$, and the East 60 feet of the West 150 feet in the South three-quarters, the East 30 feet of Section 11.



In Section 14, the East 30 feet of the Northeast $\frac{1}{4}$ of the Northeast $\frac{1}{4}$, the South 30 feet of the North $\frac{1}{4}$, the North 30 feet of the South $\frac{1}{2}$ of the North $\frac{1}{2}$, and the East 60 feet of the West 150 feet of that part of Section 14 lying East of a line 1,720 feet (as measured on the perpendicular) Easterly of the West line of said Section 14.

In Section 13, the West 30 feet of the Northwest $\frac{1}{4}$ of the Northwest $\frac{1}{4}$, the South 30 feet of the North $\frac{1}{4}$, the North 30 feet of the South $\frac{1}{2}$ of the North $\frac{1}{2}$, and 60 feet each side of a line parallel to and 1,920 feet from the West line of Section 13, in the South three-quarters thereof and North of SR 78. All in Township 43 South, Range 27 East, containing 118 acres more or less.

RECORDED IN OFFICIAL RECORDS
LEE COUNTY, FLORIDA
FILED
JUN 26 9 56 AM '89
D. T. FARABEE
CLERK CIRCUIT COURT
Tallahassee, Fla.

RE. 427 MAR 606

446877

Geo

STATE OF FLORIDA)
COUNTY OF DADE)

DECLARATION OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS that SOUTH FLORIDA CITRUS INDUSTRIES, INC., the owner of the lands described in the Exhibit attached hereto does hereby dedicate said lands described in the Exhibit attached hereto to subsequent purchasers for purposes of ingress and egress, it being clearly understood that any contract or deed hereafter created by South Florida Citrus Industries, Inc. shall be subject to this dedication.

IN WITNESS WHEREOF, it has caused this dedication to be signed and sealed at Miami, Dade County, Florida, this ___ day of September, 1967.

SOUTH FLORIDA CITRUS INDUSTRIES, INC.

By: Jack A. Freeman
President

Attest: Jules Freeman
Secretary

I HEREBY CERTIFY that before me, the undersigned authority, personally appeared JACK A. FREEMAN and JULES FREEMAN, President and Secretary respectively of SOUTH FLORIDA CITRUS INDUSTRIES, INC., well known to me to be the persons described herein, who acknowledged before me that they executed the foregoing Dedication of Easement freely and voluntarily for the purposes thereby intended, as and for the act of said corporation.

Witness my hand and official seal at Miami, Dade County, Florida this 24 day of September, 1967.

My commission expires:

Stephen J. ...
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES OCT. 2, 1970
JAMES H. ...

REC. 427 PAGE 607

APPENDIX "B"

RIGHT OF WAY EASEMENTS FOR
DIKES, CANALS AND ROADSPerimeter Dike

The East 90 feet of the North three-quarters of Section 13, the East 90 feet of Sections 1 and 12, the North 90 feet of Sections 1, 2 and 3, the West and South 90 feet of Section 3, the South 90 feet of the West 1,810 feet of Section 2, the West 90 feet of that part of Section 11 which lies Easterly of a line 1,720 feet (as measured on the perpendicular) Easterly of the West line of said Section 11, the North 90 feet of the Westerly 1,810 feet of Section 14, the West and South 90 feet of all of the West half of Section 14 lying North of the South 3,160 feet, the South 120 feet of all of the East half of Section 14, lying North of the South 3,160 feet, all in Township 43 South, Range 27 East, containing 123 acres more or less.

Secondary Canals

The South 25 feet of the North $\frac{1}{2}$ of Sections 1, 2 and 3. The North 25 feet of the South $\frac{1}{2}$ of Sections 1, 2 and 3. The South 25 feet of Section 1 and the South 25 feet of all land Easterly of the West 1,810 feet of Section 2. The South 25 feet, and the North 25 feet of the North $\frac{1}{2}$ of Section 12. The North 25 feet of the South $\frac{1}{2}$ of Section 12. The South 25 feet of Section 12. The North 25 feet, the South 25 feet of the North $\frac{1}{2}$, the North 25 feet of the South $\frac{1}{2}$, and the South 25 feet of all that part of Section 11 Easterly of a line which lies 1,720 feet (as measured on the perpendicular) from the West boundary of Section 11, the South 50 feet of the North three-quarters of Section 13 as described in O. R. Book 369, page 130, public records of Lee County, Florida, the North 25 feet of Section 13, the North 25 feet of Section 14 less the West 1,870 feet thereof, all in Township 43 South, Range 27 East containing 53 acres, more or less.

Arterial Canal

The West 30 feet of the Northeast $\frac{1}{4}$ and the East 30 feet of the Northwest $\frac{1}{4}$, the East 35 feet of the Southwest $\frac{1}{4}$ and the West 35 feet of the Southeast $\frac{1}{4}$ of Section 2; the West 45 feet of the East $\frac{1}{2}$ and the East 45 feet of the West half of Section 11; the East 45 feet of the West $\frac{1}{2}$ and the West 45 feet of the East half of that part of Section 14 lying North of the South 3,160 feet; plus 120 feet North and East and adjoining the North and East side of the following described line, to wit: Beginning at a point on the West line of Section 13-43-27 which is 2,124 feet South of the Northwest corner of Section 13, run South 89° 36' 20" East parallel

Appendix "B"

Page 1 of 2

ME. 427 PAGE 608

GEE & JENSON... CIVIL ENGINEERS

to the South line of said Section 13, 1,800 feet, thence South 0° 13' 15" East parallel to the West line of said Section 13, 2,360.11 feet, thence continuing on the same course to the creek; plus 60 feet each side of the following described line, to wit: Beginning at the intersection of the last described course and the creek go South-Westerly to the center line of the 3 arch pipe culverts under SR 78 at SRD Station 650 + 75, all in Township 43 South, Range 27 East, containing 37 acres more or less.

Roads

In Sections 1, 2, 3 and 12, the South 30 feet of the North 1/4, the North 30 feet of the South 1/2 of the North 1/2, the North 30 feet of the South 1/4, and the South 30 feet of the North 1/2 of the South 1/2. The West 30 feet of the South three-quarters of Section 1, the East 30 feet of the South three-quarters of Section 2, the West 30 feet of Section 12.

In that part of Section 11 lying Easterly of a line 1,720 feet (as measured on the perpendicular) Easterly of the West line of Section 11, the South 30 feet of the North 1/4, the North 30 feet of the South 1/2 of the North 1/4, the North 30 feet of the South 1/4, and the South 30 feet of the North 1/2 of the South 1/2, and the East 60 feet of the West 150 feet in the South three-quarters; the East 30 feet of Section 11.

In Section 14, the East 30 feet of the Northeast 1/4 of the Northeast 1/4, the South 30 feet of the North 1/4, the North 30 feet of the South 1/2 of the North 1/2, and the East 60 feet of the West 150 feet of that part of Section 14 lying East of a line 1,720 feet (as measured on the perpendicular) Easterly of the West line of said Section 14.

In Section 13, the West 30 feet of the Northwest 1/4 of the Northwest 1/4, the South 30 feet of the North 1/4, the North 30 feet of the South 1/2 of the North 1/2, and 60 feet each side of a line parallel to and 1,920 feet from the West line of Section 13, in the South three-quarters thereof and North of SR 78. All in Township 43 South, Range 27 East, containing 118 acres more or less.

SEP 25 2 24 PM '67
OFFICIAL
CLERK OF DISTRICT COURT
BY J. B. ... D.C.

Instrument # 103671
Book/Page D 154 / 567
Record Date 09/27/1944 12:00:00 AM
Book Type D

Doc Type DEED-DEED
Number of Pages 2
Number of Names 4
Deed Consideration \$0.00
Grantor THOMAS WILLIAM B
THOMAS MARY F
Grantee MELLOR FRED H
MELLOR ? A
Case Number
Doc Link
Parcel ID

103671 *See BOOK 157 PAGE 568*

This Indenture.

Made this 20th. day of July, A. D. 19 44

Between WILLIAM B. THOMAS, by his wife, MARY F. THOMAS, both of Leon County, Florida,

of the County of Laval and State of Florida,

parties of the first part, and FRED H. MELLOR and A. A. MELLOR, husband and wife, as an estate by the entirety,

of the County of Lee and State of Florida parties of the second part,

Witnesseth, that the said parties of the first part, for and in consideration of the sum of TEN DOLLARS AND NO CENTS, to them in hand paid, the receipt whereof is hereby acknowledged, have granted, bargained, sold and transferred, and by these presents do grant, bargain, sell and transfer unto the said parties of the second part and their heirs and assigns forever, all that certain parcel of land lying and being in the County of Lee and State of Florida, more particularly described as follows:

The Southwest quarter of the Southwest quarter (37) and The West half of the Southeast quarter (23) of the Southeast quarter of Section Fourteen (14) in Township Forty-three (43) North, of Range Twenty-seven (27) East, containing Sixty (60) Acres or less,

Subject to all taxes and mortgages of record.



Together with all the tenements, hereditaments and appurtenances, with every privilege, right, title, interest and estate, dower and right of dower, reversion, remainder and easement thereto belonging or in anywise appertaining:

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

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year above written.

Signed, Sealed and Delivered in Our Presence:

Claude Ogilvie *William B. Thomas*
Edwin E. Weaver *Mary F. Thomas*

EXHIBIT I

Deed Book 154 Mac 588

State of Florida,

County of DUVAL

I HEREBY CERTIFY, That on this 21st day of September A. D. 1944, before me personally appeared WILLIAM S. THOMAS and his wife, MARY S. THOMAS,

to me known to be the persons described in and who executed the foregoing conveyance to FRED H. MELLOR and LAMAR A. MELLOR, and wife, as an estate by the entirety, and severally acknowledged

the execution thereof to be their free act and deed for the uses and purposes therein mentioned; and the said MARY S. THOMAS

the wife of the said WILLIAM S. THOMAS, on a separate and private examination taken and made by and before me and separately and apart from her said husband, did acknowledge that she made herself a party to the said Deed of Conveyance for the purpose of renouncing, relinquishing and conveying all her right, title and interest, whether of dower or of separate property, statutory or equitable, in and to the lands therein described, and that she executed said deed freely and voluntarily, and without any constraint, fear, apprehension or compulsion, of or from her said husband.

WITNESS my signature and official seal at Jacksonville, Duval County, Florida, the day and year last aforesaid.



Albie S. Weaver Notary Public State of Florida

REC'D
By Clerk of the Circuit Court, Duval County, Florida
154 N. Duval
On this 27th day of Sept. 1944
A. H. [Signature]



Date
ABSTRACT OF DESCRIPTION
37% of Sec. 14, and 1/2 of Sec. 15 of Sec. 14, T. 43 S., R. 27 E.
TO
105

Deed
103671

EXHIBIT I

4.00 Rec.
20.00 Doc
44.00 Sutar
168.00

1350 292 1202190 ✓

This instrument was prepared by:

FRED H. MELLOR
ATTORNEY AND COUNSELOR AT LAW
MAILING ADDRESS: P.O. DRAWER 181
FORT MYERS, FLORIDA 3392

Warranty Deed (STATUTORY FORM—SECTION 689.02 F.S.)

This Indenture, Made this 16th day of May 1979, Between

FRED H. MELLOR and FANNIE A. MELLOR, Husband and Wife

of the County of Lee, State of Florida, grantor*, and

PATRICIA H. MELLOR and JAMES D. ENGLISH, JR., undivided one-half interest in each whose post office address is 5829 Riverside Lane, Fort Myers, FL 33907

of the County of Lee, State of Florida, grantee*.

Witnesseth, That said grantor, for and in consideration of the sum of TEN and 00/100 Dollars,

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 Southwest quarter (SW¹/₄) of the Southwest quarter (SW¹/₄), and the west half (W¹/₂) of the Southeast quarter (SE¹/₄) of the Southwest quarter (SW¹/₄), Section 14, Township 43 South, Range 27 East.

SUBJECT TO easements, restrictions and reservations of record and taxes for the year 1979.



RECORDED
MAY 17 1979
LEE COUNTY
FLORIDA

and said grantee does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whatsoever.

*Grantor and Grantee are used for singular or plural as context requires.

In Witness Whereof, Grantor has hereunto set grantor's hand and seal the day and year first above written, signed and delivered in the presence:

Fred H. Mellor
Fannie A. Mellor

Fred H. Mellor (Seal)
Fred H. Mellor

Fannie A. Mellor (Seal)
Fannie A. Mellor

STATE OF FLORIDA
COUNTY OF LEE

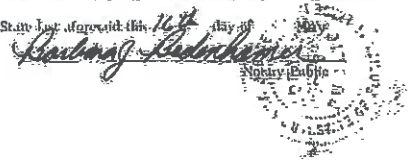
I, HENRY CUBBER, that on this day before me, an officer duly qualified to take acknowledgments, personally appeared

FRED H. MELLOR and FANNIE A. MELLOR, Husband and Wife, to the best of my knowledge and belief the persons described in and who executed the foregoing instrument and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 16th day of May 1979.

My commission expires:

Henry Cubber, State of Florida at Large
My Commission Expires Jan. 31, 1982



4.00
162.00

WARRANTY DEED
INDIVID. TO INDIVID

1547575

Gulf Abstract & Title, Inc.,
1857 Jackson Street
Fort Myers, Florida 33901

This Warranty Deed Made the 7th day of May A. D. 1982 by

JAMES D. ENGLISH, JR. and PATRICIA H. MELLOR

hereinafter called the grantor, to

OFF REC 1603 PG 427

JAMES HENDERSON

whose postoffice address is P.O. Box 84, Alva, Florida 33920

hereinafter called the grantee:

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

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

EAST 1/2 OF WEST 1/2 OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 14,
TOWNSHIP 43 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, TEN ACRES MORE OR LESS.

Less: Right of Way for State Road 78.

RECORDED
LEE COUNTY
REC'D VFR:11:20
MAY 10 10 12 AM '82

RECORD KEPT BY - SAL GERACI, CLERK
S. Geraci

Documentary Tax - Pd. \$ 162.00
\$ _____ Intangible Tax - Pd.
SAL GERACI, CLERK, LEE COUNTY

By: Sal Geraci

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, 1981, restrictions, easements, reservations of record, if any.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESS

Barbara B. Humming

WITNESS

James D. English, Jr.

JAMES D. ENGLISH, JR.

Patricia H. Mellor

PATRICIA H. MELLOR

STATE OF FLORIDA,
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

JAMES D. ENGLISH, JR. and PATRICIA H. MELLOR

to me known to be the person so described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid, this 7th day of

May 1982

This Instrument prepared by: CHARLES F. GREEN JR., ROTARY PUBLIC
Gulf Abstract & Title, Inc. (SEAL)

Address: 1857 Jackson Street, Fort Myers, Florida 33901
NO 077130186

MY COMMISSION EXPIRES: Jan 31, 1982

4.00
162.00

WARRANTY DEED
INDIVID. TO INDIVID.

1547575

Gulf Abstract & Title, Inc.,
1857 Jackson Street
Fort Myers, Florida 33901

This Warranty Deed Made the 7th day of May A. D. 1982 by

JAMES D. ENGLISH, JR. and PATRICIA H. MELLOR

hereinafter called the grantor, to

JAMES HENDERSON

OFF REC. 1603 PG 427

whose postoffice address is P.O. BOX 84, Alva, Florida 33920

hereinafter called the grantee;

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

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

EAST 1/2 OF WEST 1/2 OF SOUTHEAST 1/4 OF SOUTHWEST 1/4 OF SECTION 14,
TOWNSHIP 43 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, TEN ACRES MORE OR LESS.

Less: Right of Way for State Road 78.

RECORDED
LEE COUNTY, FLORIDA
RECORD # 1547575
MAY 10 10 12 AM '82

RECORDED - SAL GERACI, CLERK
S. Geraci

Documentary Tax - Pd. \$ 162.00
Intangible Tax - Pd.
SAL GERACI, CLERK, LEE COUNTY

By: Sal Geraci

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, 1981, restrictions, easements, reservations of record, if any.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

WITNESS
Barbara B. Cummings
WITNESS

James D. English, Jr.
Patricia H. Mellor

STATE OF FLORIDA,
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an

officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared

JAMES D. ENGLISH, JR. and PATRICIA H. MELLOR
to me known to be the person so described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 7th day of

May - 7 1982

CHARLES F. GREEN JR. NOTARY PUBLIC (SEAL)
Gulf Abstract & Title, Inc.

This Instrument prepared by: Gulf Abstract & Title, Inc.,
Address: 1857 Jackson Street Fort Myers, Florida 33901
MY COMMISSION EXPIRES Jan 31, 1982

580
58-981

WARRANTY DEED
WORLD, TO, INDIVID

1751317

Attorneys Title Services, Inc
1857 Jackson Street
Fort Myers, Florida 33901

This Warranty Deed Made the 6th day of January A. D. 19 84 by
James D. English Jr. and Patricia H. Mellor

OFF REC 1705 104577

hereinafter called the grantor, to

James Henderson

whose postoffice address is P.O. Box 804, Aiva, FL 33920
hereinafter called the 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.

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

East 1/2 of West 1/2 of West 1/2 of Southeast 1/4 of Southwest 1/4 of Section 14, Township 43 South, Range 27 East, Lee County, Florida, Less right of way for State Road 78, containing five acres more or less.

THIS PROPERTY IS NOT THE HOMESTEAD PROPERTY OF THE GRANTOR, NOR HAS IT EVER BEEN THE HOMESTEAD PROPERTY OF THE GRANTOR.

REC'D BY THE CLERK OF THE COUNTY OF LEE
JAN 9 1984
S-L CLERK, LEE COUNTY
JAN 9 1984
JAN 9 1984
JAN 9 1984

JAN 9 3 26 PM '84
RECORDED IN OFFICIAL RECORDS OF LEE COUNTY, FLORIDA
NOTARILY VERIFIED
JAN 9 1984
JAN 9 1984

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, 1983, restrictions, easements, reservations of record, if any.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in the presence of:

Baylan B. ...
Virginia M. ...
James D. English Jr.
Patricia H. Mellor

STATE OF FLORIDA,
COUNTY OF Lee

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared James D. English Jr. and Patricia H. Mellor

to me known to be the persons described in, and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 6th day of January A. D. 19 84

This Instrument prepared by: L. Habel
Address 1857 Jackson Street Fort Myers, Florida 33901
L. Habel

Virginia M. ...
Notary Public
My Commission Expires
October 31, 1986

INSTR # 2010000231649, Doc Type AGR, Pages 3, Recorded 09/16/2010 at 10:28 AM, Charlie Green, Lee County Clerk of Circuit Court, Rec. Fee \$27.00 Deputy Clerk DMAYS

Prepared by: Dana Clement
Send to: Joshua Water Control District
12008 N.E. Highway 70
Arcadia, Florida 34266

Inst: 201014006798 Date: 8/19/2010 Time: 12:10 PM
DC, Mitzie McGavie, DeSoto County Page 1 of 3

INTER-LOCAL AGREEMENT

THIS AGREEMENT is entered into per Section 163.01, Florida Statutes, this 20th day of August 2010,

between JOSHUA WATER CONTROL DISTRICT (JWCD), a political subdivision of the State of Florida created pursuant to Chapter 298, Florida Statutes and provided additional powers by Chapter 69-1010, as amended, Laws of Florida, COUNTY LINE DRAINAGE DISTRICT (CLDD), a political subdivision of the State of Florida created pursuant to Chapter 298, Florida Statutes, and provided additional powers per Chapter 67-723, Laws of Florida.

STATEMENT OF BACKGROUND INFORMATION

JWCD is located in DeSoto County, Florida. CLDD is located in Lee County, Florida.

Since the creation of their respective districts, the JWCD and CLDD Boards of Supervisors have engaged in programs of maintenance of the works of their districts. Such maintenance programs are authorized by Chapter 298, Florida Statutes, and the local acts applicable to the respective districts. Maintenance activities include operation and repair of district canals, levees, dikes, pumps, roads, and other structures within the districts constructed pursuant to the districts' Plans of Reclamation authorized and adopted in accord with Chapter 298, Florida Statutes.

JWCD is approximately 24,258.74 acres in size. CLDD is approximately 3,732.04 acres in size.

It has been determined by the Boards of Supervisors of JWCD and CLDD that it is more cost effective and economically efficient if CLDD utilizes JWCD for administrative services rather than CLDD acquiring the building and office equipment necessary to perform all required administrative services.

It is, therefore, the desire of JWCD and CLDD to enter into an agreement whereby JWCD will perform administrative services for CLDD and receive reimbursement for services performed. Payment will be derived from maintenance tax proceeds assessed by the districts against lands located therein.

STATEMENT OF AGREEMENT

NOW, THEREFORE, in consideration of mutual covenants and promises herein set forth and pursuant to Sections 163.01, 298.22, and 298.35, Florida Statutes, and Chapters 69-1010, 65-664 and 67-723 amended, Laws of Florida, JWCD and CLDD hereby agree as follows:

1. DUTIES

a. JWCD

JWCD shall provide the office building, office equipment (computer, copy machine, facsimile, etc.), and office personnel necessary to perform administrative services in maintaining the works of CLDD.

2. TERM OF AGREEMENT

The term of this agreement shall commence on August 20, 2010 and shall continue until August 20, 2015 unless terminated in accord with the provisions of this agreement.

3. COMPENSATION

The (JWCD) shall be compensated by (CLDD) on a quarterly basis, at a rate of \$500.00 per month for use of office building, office equipment (computer, copy machine, facsimile, etc.), and office personnel. Compensation to (JWCD) will be reevaluated on an annual basis prior to the Annual Landowner's Meeting held in July of each year. JWCD retains the right to increase the monthly rate to no more than \$600.00 per month.

4. TERMINATION OF AGREEMENT

This agreement may be terminated at the option of JWCD or CLDD at any time for good cause by giving one (1) month's written notice to the other parties. Good cause shall be defined as failure to substantially comply with the terms and conditions of this agreement. Upon termination the following conditions shall prevail:

a. The performing district shall be compensated by the recipient district for the proportion of work actually completed as certified by the performing district engineer and verified by the recipient district Board of Supervisors.

b. For the proportion of work completed, the manner and time of payments by the recipient district shall be in accordance with the terms and conditions of Section 6 of this contract.

5. NOTICES

Any notice, consent, or other communication required or permitted to be given under this agreement shall be in writing and shall be delivered in person or shall be sent by registered or certified

United States mail to the principal business office of the party being given notice.

6. APPLICABLE LAW

This agreement shall be governed by the laws of the State of Florida as they relate to political subdivisions of this state.


7. INVALID PROVISIONS

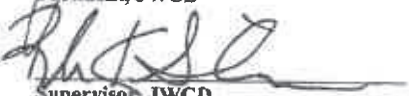
The validity or unenforceability of any particular provision of this agreement shall not affect the other provisions hereof and this agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.


8. INTEGRATION AND MODIFICATION


This agreement contains the entire agreement between the parties with respect to the matters referred to herein. This agreement may not be modified except by written instruments signed by the party against whom enforcement of such modification is sought.

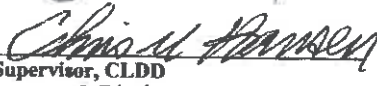
IN WITNESS WHEREOF, the parties hereto have executed the agreement on the day and year first above written.

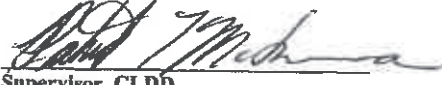

 President, JWCD


 Supervisor, JWCD


 Supervisor, JWCD


 President, CLDD


 Supervisor, CLDD


 Supervisor, CLDD





County Line Drainage District, Lee County FL i

(i)



EXHIBIT J

Information

County Line Drainage District (CLDD), a 3,625-acre agricultural area in Lee County, FL utilizes collected stormwater for irrigating its citrus groves. The CLDD's existing excess rainfall discharges water to the Caloosahatchee River. The impacts to the Caloosahatchee River are unknown and surface water discharge limits have yet to be calculated. It is anticipated that land owners will be required to either implement Best Management Practices (BMPs) or monitor water quality at their own expense to determine if they meet water quality standards currently in development. As the District Engineer, Pennoni is assisting the CLDD in developing a plan for ongoing surface water flow monitoring and water quality testing and evaluation to develop a compliance strategy.

Services

Water Resources
Water/Wastewater

Markets

Government
Infrastructure

← **Previous Project** (<https://pennoni-website.azurewebsites.net/projects/evaluation-testing-five-bridges-northampton-county-pa/>)

Next Project (<https://pennoni-website.azurewebsites.net/projects/procurement-rabit-bridge-deck-assessment-tools/>) →

Information

County Line Drainage District (CLDD), a 3,625-acre agricultural area in Lee County, FL utilizes collected stormwater for irrigating its citrus groves. The CLDD's existing excess rainfall discharges water to the Caloosahatchee River. The impacts to the Caloosahatchee River are unknown and surface water discharge limits have yet to be calculated. It is anticipated that land owners will be required to either implement Best Management Practices (BMPs) or monitor water quality at their own expense to determine if they meet water quality standards currently in development. As the District Engineer, Pennoni is assisting the CLDD in developing a plan for ongoing surface water flow monitoring and water quality testing and evaluation to develop a compliance strategy.

Services

Markets

EXHIBIT J

Water Resources
Water/Wastewater

Government
Infrastructure

← **Previous Project** (<https://pennoni-website.azurewebsites.net/projects/evaluation-testing-five-bridges-northampton-county-pa/>)

Next Project (<https://pennoni-website.azurewebsites.net/projects/procurement-rabit-bridge-deck-assessment-tools/>) →

- Markets & Services (<https://pennoni-website.azurewebsites.net/markets-services/>)
- Locations (<https://pennoni-website.azurewebsites.net/locations/>)
- Contact (<https://pennoni-website.azurewebsites.net/contact/>)
- Ellipse Award (<https://pennoni-website.azurewebsites.net/ellipse/>)
- Legal Notices (<https://pennoni-website.azurewebsites.net/legal-notices/>)
- Employee Portal (<https://pennoni1.sharepoint.com/SitePages/Home.aspx>)

(<https://www.linkedin.com/company/pennoni/>)

(<http://youtube.com/pennoniasso>)

(<https://www.facebook.com/Pennoni>) 

(<https://twitter.com/Pennoni>) 

(<https://www.instagram.com/pennoni/>) 

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(855) 754-3595

info@pennoni.com
(<mailto:info@pennoni.com>)

ERROR fo
Invalid do

EXHIBIT J

From: Tori Shamy <tshamy@sdsinc.org>
Date: Oct 14, 2022 at 10:34 AM
To: Kathleen Meneely <kmeneely@sdsinc.org>
Cc: Jeff Walker <jwalker@sdsinc.org>, Tricia Lascasas <tlascasas@sdsinc.org>
Subject: Crews Bank Lines of Credit for ECDD and CLDD

Kathleen,

The line of credit for \$100,000 with Crews Bank and Trust for ECDD and CLDD have matured. To get new lines of credit established, I need a resolution approved in the next meeting that states something to the nature of:

They would like to re-establish a line of credit in the amount of \$100,00 with Crews Bank and Trust and list who the signers will be for the line of credit.

We also need an address for the actual place of business for each district. It does not necessarily need to be a mailing address, but where the actual business of each district takes place.

Once this is completed, I will work with Crews to get the paperwork completed. When I spoke with the bank, they were able to look back as far as 2015 and see that the line of credit has not been used since at least then. The question that I ask, is it necessary to reestablish these lines of credit.

Thank you.

Tori Shamy
Special District Services
2501 A Burns Rd
Palm Beach Gardens, FL 33410
561-630-4922

County Line
Drainage District

**Financial Report For
September 2022**

**COUNTY LINE DRAINAGE DISTRICT
MONTHLY FINANCIAL REPORT
SEPTEMBER 2022**

	Annual Budget 10/1/21 - 9/30/22	Actual Sep-22	Year To Date Actual 10/1/21 - 9/30/22
REVENUES			
Assessments	186,584	0	186,609
Miscellaneous Income	0	0	0
Interest Income	138	0	224
Total Revenues	\$ 186,722	\$ -	\$ 186,833
EXPENDITURES			
Management Fees	28,896	2,408	28,896
Legal Fees	7,000	0	7,880
Legal Advertisements	750	0	823
Engineering	7,000	0	1,045
Audit Fees	8,700	0	8,900
Insurance	7,850	0	7,445
Meetings and Membership Dues	750	0	175
Miscellaneous	750	0	267
Postage	150	0	145
Office Supplies	250	0	349
Outside Maintenance Labor	25,000	1,735	31,379
Weed Control	25,000	0	12,150
Control Structures	34,000	0	0
Fuel/Lubricants	4,000	0	2,313
Equipment Parts	3,000	0	5,266
Construction Materials	500	0	0
Road Maintenance	14,000	0	0
Canal Maintenance	25,000	0	40
Drainage System	0	0	10,411
North Dike Maintenance	20,000	0	8,681
Water Analyses	3,000	0	769
Reserve	30,000	0	0
Total Expenditures	\$ 245,596	\$ 4,143	\$ 126,934
Revenues Less Expenditures	\$ (58,874)	\$ (4,143)	\$ 59,899
Tax Collector Fees	(535)	0	(513)
Discounts For Early Payments	(7,407)	0	(1,963)
Property Appraiser Fees	(354)	0	(354)
Excess/ (Shortfall)	\$ (67,170)	\$ (4,143)	\$ 57,069
Carryover From Prior Year	67,170	0	0
Net Excess/ (Shortfall)	\$ -	\$ (4,143)	\$ 57,069

Bank Balance As Of 9/30/22	\$ 266,345.99
Accounts Payable As Of 9/30/22	\$ 12,513.15
Accounts Receivable As Of 9/30/22	\$ -
Available Funds As Of 9/30/22	\$ 253,832.84

County Line Drainage District
Budget vs. Actual
October 2021 through September 2022

	<u>Oct 21 - Sept 22</u>	<u>21/22 Budget</u>	<u>\$ Over Budget</u>	<u>% of Budget</u>
Income				
01-3500 · Assessment Revenue	186,609.23	186,584.00	25.23	100.01%
01-3780 · Tax Collector Fees	-513.30	-535.00	21.70	95.94%
01-3785 · Assessment Discounts	-1,963.11	-7,407.00	5,443.89	26.5%
01-3790 · Property Appraiser Fee	-354.00	-354.00	0.00	100.0%
01-3900 · Miscellaneous Income	0.00	0.00	0.00	0.0%
01-9510 · Interest Income	223.68	138.00	85.68	162.09%
01-9599 · Carryover From Prior Year	0.00	67,170.00	-67,170.00	0.0%
Total Income	<u>184,002.50</u>	<u>245,596.00</u>	<u>-61,593.50</u>	<u>74.92%</u>
Gross Profit	184,002.50	245,596.00	-61,593.50	74.92%
Expense				
01-1311 · Management Fees	28,896.00	28,896.00	0.00	100.0%
01-1480 · Legal Advertisements	823.18	750.00	73.18	109.76%
01-1513 · Postage and Delivery	145.33	150.00	-4.67	96.89%
01-1640 · Roadway Maintenance	0.00	14,000.00	-14,000.00	0.0%
01-1645 · Canal Maintenance	39.80	25,000.00	-24,960.20	0.16%
Drainage System	10,410.50	0.00	10,410.50	100.0%
01-1646 · North Dike Maintenance	8,680.99	20,000.00	-11,319.01	43.41%
01-1650 · Outside Maintenance Labor	31,379.50	25,000.00	6,379.50	125.52%
01-1660 · Weed Control	12,150.00	25,000.00	-12,850.00	48.6%
01-1670 · Control Structures	0.00	34,000.00	-34,000.00	0.0%
01-1680 · Fuels / Lubricants	2,313.31	4,000.00	-1,686.69	57.83%
01-1690 · Equipment Parts / Repair	5,265.74	3,000.00	2,265.74	175.53%
01-1691 · Construction Materials	0.00	500.00	-500.00	0.0%
01-1750 · Legal Fees	7,880.00	7,000.00	880.00	112.57%
01-1760 · Engineering	1,045.00	7,000.00	-5,955.00	14.93%
01-1770 · Audit Fees	8,900.00	8,700.00	200.00	102.3%
01-1795 · Meetings & Membership Dues	175.00	750.00	-575.00	23.33%
01-1800 · Insurance	7,445.00	7,850.00	-405.00	94.84%
01-1810 · Miscellaneous	267.03	750.00	-482.97	35.6%
01-1820 · Office Supplies	348.60	250.00	98.60	139.44%
01-1833 · Water Analyses	769.00	3,000.00	-2,231.00	25.63%
01-1896 · Reserve	0.00	30,000.00	-30,000.00	0.0%
Total Expense	<u>126,933.98</u>	<u>245,596.00</u>	<u>-118,662.02</u>	<u>51.68%</u>
	<u>57,068.52</u>	<u>0.00</u>	<u>57,068.52</u>	<u>100.0%</u>

**COUNTY LINE DRAINAGE DISTRICT
FIELD REPORT
FOR THE MONTHS OF JULY THROUGH SEPTEMBER 2022**

1) CULVERTS REMOVED/INSTALLED

- a) The 2 culverts have been installed in Section 14.

2) CANALS CLEANED

- a) None.

3) WEED CONTROL

- a) Dean finished spraying ditches & canals.

4) ROADS MAINTENANCE

- a) None.

5) METERS/PUMPS

- a) Read all meters.

6) PROJECTED OR SPECIAL PROJECT

- a) A culvert in Section 1 has collapsed, and it's on order. When delivered, we will install it.