

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

**Blue Sheet No. 20060611**

**1. ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$2,000 for Parcel 64, Gladiolus Drive Widening, Project No. 4083, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:** Authorizes binding offer to property owner.

**3. MANAGEMENT RECOMMENDATION:** Approve

<b>4. Departmental Category:</b> 6		<b>C6D</b>		<b>5. Meeting Date:</b> 06-06-2006
<b>6. Agenda:</b>	<b>7. Requirement/Purpose: (specify)</b>			<b>8. Request Initiated:</b>
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute	125		Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance			Department _____ Independent
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code			Division _____ County Lands 5-15-06
<input type="checkbox"/> Public	<input type="checkbox"/> Other			By: Karen L.W. Forsyth, Director <i>KLF</i>
<input type="checkbox"/> Walk-On				

**9. Background:**  
**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee Interest in 50 square feet of improved residential land.

**Property Details:**

**Owner:** William T. Wilson, Trustee for the Wilson Trust  
**Address:** 10370 Gladiolus Drive, Fort Myers  
**STRAP:** 32-45-24-01-0000D.0140

**Purchase Details:**

**Binding Offer Amount:** \$2,000

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$2,000, and commence Eminent Domain procedures.

**Appraisal Information:**

**Appraised Value:** \$1,310 as of March 1, 2006  
**Company:** Hanson Real Estate Advisors, Inc.

**Staff Recommendation:** Staff is of the opinion that the purchase price increase above the appraised value can be justified and may secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action which is estimated between \$1,500 and \$3,000 excluding any land value increases.

**Account:** 20408330700.506110

**Attachments:** Purchase and Sale Agreement, In-House Title Search, Appraisal Summary, Location Map, Sales History

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>KLF</i>			<i>SAOR/116</i> and 5-18	<i>Request</i> <i>5-19-06</i>	<i>5/22</i>	<i>5/22/06</i>	<i>5/22/06</i>	<i>5/22/06</i>	<i>HS 5/24/06</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

5-19-06

RECEIVED BY COUNTY ADMIN:	<i>SW</i>
5/22/06	
Scm	
COUNTY ADMIN	
FORWARDED TO:	<i>1/1</i>
	<i>5/24/06</i>
	<i>12/11</i>

Rec. by CoAtty	
Date:	<i>5/18/06</i>
Time:	<i>4:00pm</i>
Forwarded To:	<i>1/1</i>
	<i>5/17/06 4:30pm</i>

RECEIVED  
MAY 17 2006

This document prepared by  
Lee County Division of County Lands  
Project: Gladiolus Drive Widening, No. 4083  
Parcel: 64  
STRAP No.: 32-45-24-01-0000D.0140

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between William T. Wilson, Individually and as Trustee for the Wilson Trust, hereinafter referred to as SELLER, whose address is 1532 SW 53<sup>rd</sup> Lane, Cape Coral, FL 33914, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

**1. AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 50 square feet more or less, and located at 10370 Gladiolus Drive, Fort Myers, FL and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Gladiolus Drive Widening Project, No. 4083, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

**2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be Two Thousand and 00/100 dollars (\$2,000.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the purchase price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or

containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

**12. TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

**13. DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

**17. TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CHARLIE GREEN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

SELLER:

\_\_\_\_\_  
William T. Wilson, Trustee for the Wilson  
Trust and Individually

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

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

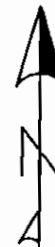
APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

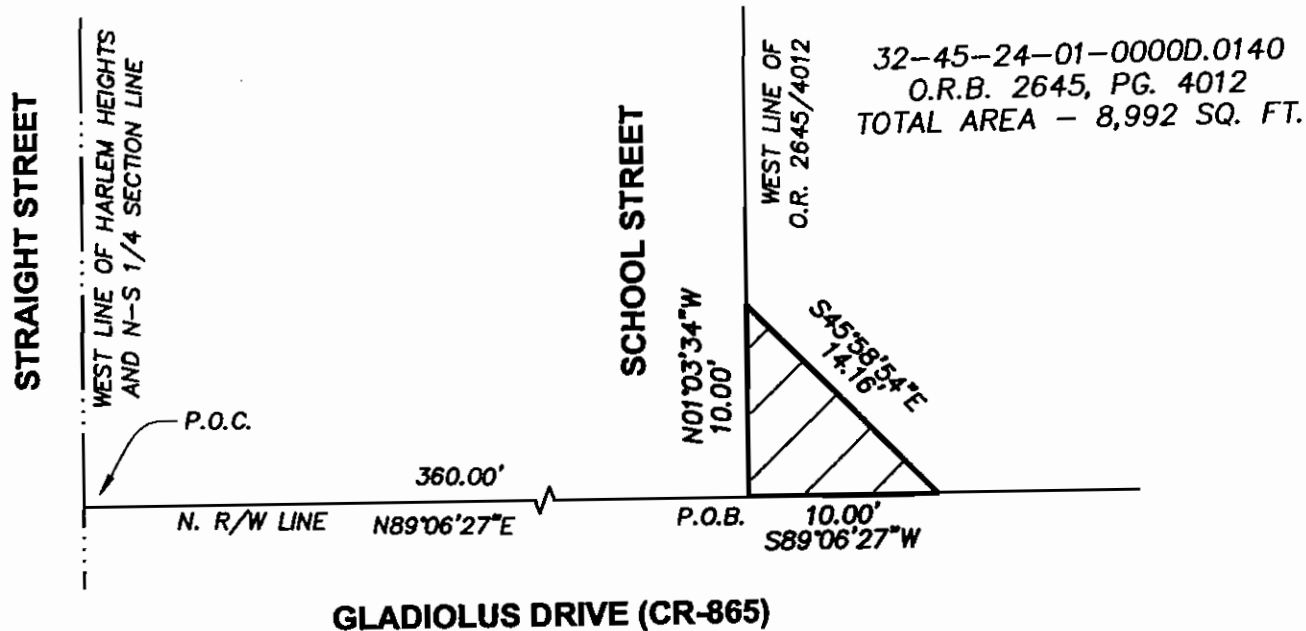
# Exhibit "A"

# SKETCH OF DESCRIPTION

OF A PARCEL LYING IN THE SW 1/4 OF THE NE 1/4 OF SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA



BLOCK D, HARLEM HEIGHTS



PARCEL NO.: 64  
PROPERTY OWNER: WILLIAM T. WILSON

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REFERENCE: O.R.B. 2645 PG. 4012  
STRAP NO.: 32-45-24-01-0000D.0140  
AREA OF TAKE: 50 SQ. FT.  
AREA OF REMAINDER: 8942 SQ. FT.

**KEY:**  
AC. - ACRES  
PG. - PAGE  
P.O.B. - POINT OF BEGINNING  
P.O.C. - POINT OF COMMENCEMENT  
O.R.B. - OFFICIAL RECORDS BOOK  
SQ. FT. - SQUARE FEET

*James N. Wilkison*  
JAMES N. WILKISON (FOR THE FIRM LB6773)  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA LICENSE NO. LS 4876  
THIS 14th DAY OF April, 2005.

**NOTE:**  
SEE SHEET 2 OF 2  
FOR DESCRIPTION

**THIS IS NOT A SURVEY**

## COONER & ASSOCIATES, INC.

SURVEYING AND MAPPING  
5670 ZIP DRIVE, FORT MYERS, FLORIDA 33905  
PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: TAKE PARCEL IN THE SW 1/4 OF THE NE 1/4 OF SEC 32-45-24	DATE: 4/13/05	SCALE: 1"=10'
	PROJECT No: 020504	DWG No: 0D_0140SKD SHEET: 1 OF 2

# Exhibit "A"

# SKETCH OF DESCRIPTION

OF A PARCEL LYING IN THE SW 1/4 OF THE NE 1/4 OF SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA

### DESCRIPTION:

DESCRIPTION OF A PARCEL OF LAND SITUATED IN LOT 12, BLOCK "D", HARLEM HEIGHTS, AS RECORDED IN PLAT BOOK 8, PAGE 76, IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, ALSO BEING A PART OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 2645, PAGE 4012, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID HARLEM HEIGHTS, ALSO BEING THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 32, AND THE NORTH RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (COUNTY ROAD 865), THENCE RUN N89°06'27"E, A DISTANCE OF 360.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE RUN N01°03'34"W, A DISTANCE OF 10.00 FEET ALONG THE WEST LINE OF SAID PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 2645, PAGE 4012; THENCE RUN S45°58'54"E, A DISTANCE OF 14.16 FEET TO SAID NORTH RIGHT-OF-WAY LINE; THENCE RUN S89°06'27"W, A DISTANCE OF 15.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 50 SQUARE FEET.

NOTE:  
SEE SHEET 1 OF 2  
FOR SKETCH

**THIS IS NOT A SURVEY**

## JEFFREY C. COONER AND ASSOCIATES, INC.

SURVEYING AND MAPPING

3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912

PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: TAKE PARCEL IN THE SW 1/4 OF THE NE 1/4 OF SEC 32-45-24	DATE: 4/12/05	SCALE:
	PROJECT No: 020504	DWG No: 0D_0140SKD SHEET: 2 OF 2



**Division of County Lands**

**Ownership and Easement Search**

Search No. 22278

Date: January 8, 2003

Parcel:

Project: Gladiolus Drive Project 4083

To: Karen L. W. Forsyth  
Director

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner *Shelia A. Bedwell*

STRAP: 32-45-24-01-0000D.0140

*No other changes as of  
4/29/2006*  
*SS*

Effective Date: December 17, 2002, at 5:00 p.m.

**Subject Property:** Lot 14 and the East 40 feet of Lot 13, Block D, Harlem Heights, a subdivision according to the map or plat thereof on file and recorded in the Office of the Clerk of the Court, Plat Book 8, Page 76, in the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

**William T. Wilson**

by that certain instrument dated October 24, 1995, recorded October 25, 1995, in Official Record Book 2645, Page 4012, and that certain instrument dated September 17, 1996, recorded September 17, 1996, in Official Record Book 2745, Page 781, Public Records of Lee County, Florida.

**Easements:**

None found of record.

- Note (1): Mortgage executed by Raquel Perez, in favor of Accredited Surety and Casualty Co. Inc., dated May 1, 1987, recorded May 12, 1987, in Official Record Book 1916, Page 165, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
- Note (2): Mortgage executed by Raquel Perez, in favor of Accredited Surety and Casualty Co., Inc. dated July 17, 1987, recorded July 23, 1987, in Official Record Book 1931, Page 1225, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
- Note (3): Mortgage executed by Raquel Perez, in favor of Accredited Surety & Casualty Co., Inc., dated September 8, 1988, recorded September 12, 1988, in Official Record Book 2015, Page 2949, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

## Division of County Lands

## Ownership and Easement Search

Search No. 22278

Date: January 8, 2003

Parcel:

Project: Gladiolus Drive Project 4083

- Note (4): Mortgage executed by Raquel Perez, in favor of Accredited Surety & Casualty Co., Inc., dated November 10, 1988, recorded November 14, 1988, in Official Record Book 2029, Page 487, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
- Note (5): Mortgage executed by Raquel Perez in favor of Accredited Surety & Casualty Co., Inc., dated April 14, 1989, recorded April 26, 1989, in Official Record Book 2065, Page 2864, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
- Note (6): Notice of Tax Lien against William Wilson, recorded January 8, 1998, in Official Record Book 2907, Page 190, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
- Note (7): Iona/McGregor II Sewer Assessment due in the amount of \$1,452.62, which amount is good through January 31, 2003. *Released OR 4508 page 1335*
- (8) *Mortgage in OR's Instrument # 2005000043522*

**Tax Status:** 2002 Ad Valorem Taxes are PAID IN FULL.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

# HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

March 3, 2006

Robert G. Clemens  
Acquisition Program Manager  
Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Re: Complete Summary Appraisal Report No. 06-02-01.64  
Project: Gladiolus Widening Project (No. 4083)  
Parcel No: 64  
Owner: William T. Wilson, Trustee  
County: Lee County, Florida

Dear Mr. Clemens:

We are pleased to transmit this summary report of a complete appraisal that was prepared on the above referenced property. The purpose of this appraisal is to estimate the market value of those property rights proposed for acquisition by Lee County, Florida together with all legally compensable diminution in value to the remaining land (if any) which can be attributed to the proposed partial takings, or the uses and/or activities proposed thereon. The attached report sets forth the data, research, analyses and conclusions for this appraisal.

This assignment has been completed in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP") – 2005 Edition, as published by the Appraisal Standards Board of the Appraisal Foundation; and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. In so much that the appraisers did not invoke the Departure Provision of USPAP in the development of the valuation analysis and opinions, the appraisal is identified as a Complete Appraisal. The appraisers have communicated the valuation analysis and opinions in a Summary Appraisal Report format, as defined by Standard Rule 2-2 (b) of USPAP. The market value estimate is reported subject to the Extraordinary Assumptions, General Assumptions, and Hypothetical Conditions (if any) summarized below and in the Addendum of this report.

Market value for this purpose is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus.

Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their best interests;

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

*Source:* This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA") of 1989.

The client and intended user of this report is identified as Robert G. Clemens, Acquisition Program Manager, Division of County Lands, whose address is P.O. Box 398, Fort Myers, FL 33902. The intended use of the report is to provide the client and intended user an aid in estimating the amount due the owner (i.e., full compensation) based upon the proposed partial acquisition identified within.

The parent tract, containing 0.21 acres (9,000 SF) of gross land area, is located at the northeast corner of Gladiolus Drive and School Street in the Fort Myers market area of Lee County, Florida. The property is roughly square shaped, with a northerly edge measuring approximately 90 feet, an easterly edge measuring approximately 100 feet, a southerly edge measuring approximately 90 feet along the northerly right-of-way of Gladiolus Drive, and a westerly edge measuring approximately 100 feet along the easterly right-of-way of School Street. The parent tract is zoned TFC-2 (Two Family Conservation) and is designated Urban Community on the Future Land Use Map of the Lee County Comprehensive Plan. The appraisers have estimated that the highest and best use of the parent tract "as vacant" is for potential residential development.

The parent tract is improved with a single story residential building built in 1975. The Lee County Property Appraiser indicates the structure contains 1,240 base square feet. The site is also improved with a concrete driveway and 370 linear feet of chain link fencing. The highest and best use "as improved" is for continued residential use. The parent tract value is exclusive of the improvements located outside of the proposed acquisition area, which are considered to be unaffected by the taking.

The partial acquisition area, identified as Parcel 64 (Fee Taking), contains 50.00 square feet. It is a proposed fee simple acquisition for road right-of-way for Gladiolus Drive, and is located at the southwest corner of the parent tract. The taking is triangular shaped and is characterized by an easterly edge measuring 14.16 feet, a southerly edge which measures 10.00 feet along the northerly right-of-way of Gladiolus Drive and a westerly edge measuring 10.00 feet along the easterly right-of-way of School Street. Improvements located within the acquisition area include chain link fencing, and an estimated 20 ft. Coconut Palm.

The remainder property, containing 0.21 acres (8,950 SF) of gross land area, is roughly square shaped, with a northerly edge measuring approximately 90 feet, an easterly edge measuring approximately 100 feet, a southerly edge measuring approximately 80 feet along the northerly right-of-way of Gladiolus Drive, and a non-linear westerly edge measuring approximately 104 feet along the easterly right-of-way of School Street. The highest and best use remains for potential residential development.

Robert G. Clemens  
March 3, 2006  
Page 3

By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal business, it is our opinion that the amount due the owner (as a result of the proposed partial acquisition), as of March 1, 2006, is:

Value of Property Rights Taken:	.
Parcel 64 (Fee Taking):	\$200
Value of Improvements Taken:	\$900
Incurable Severance Damages:	-0-
Net Cost to Cure:	<u>\$210</u>
<b>TOTAL AMOUNT DUE OWNER:</b>	<b>\$1,310</b>

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,



Woodward S. Hanson, MAI, CRE, CCIM  
St. Cert. Gen. REA RZ 1003



Andrew D. Anderson  
Registered Appraiser Trainee RI 14189



Christopher G. Reublin  
Registered Appraiser Trainee RI 16310



# 5-Year Sales History

Parcel No. 64

Gladiolus Drive Widening Project, No. 4083

**NO SALES in PAST 5 YEARS**

**NOTE: Sale(s) relate to "parent tract" of the subject parcel.**