

Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of Parcels A and B, Corkscrew Road Curve Realignment Project in the amount of \$322,000; authorize the payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:** Acquires property necessary for the realignment of Corkscrew Road Curve and avoids condemnation proceedings.

**3. MANAGEMENT RECOMMENDATION:** Management recommends Board approve the Action Requested.

**4. Departmental Category:** 6

*CLC*

**5. Meeting Date:** *09-20-2005*

- 6. Agenda:**
- Consent
  - Administrative
  - Appeals
  - Public
  - Walk-On

**7. Requirement/Purpose:** (specify)

- Statute 125
- Ordinance
- Admin. Code
- Other RSN of Necessity  
BS 20050040

**8. Request Initiated:**

Commissioner \_\_\_\_\_  
 Department \_\_\_\_\_ Independent  
 Division \_\_\_\_\_ County Lands  
 By: Karen L.W. Forsyth, Director *KLF*

**9. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Fee Interest in 8.9 acres of improved citrus grove and a 3.4 acre Temporary Construction Easement

Property Details:

**Owner:** Old Corkscrew Plantation II, LLC  
**Address:** 23997 Corkscrew Road, Fort Myers  
**STRAP No.:** 24-46-27-00-00001.0000

Purchase Details:

**Purchase Price:** \$322,000  
**Costs to Close:** \$2,200

The property owner originally required \$343,000 for the property. However, through negotiations, they have now agreed to accept \$322,000, and will assume the responsibility for re-connecting the grove's interior irrigation system to the constructed perimeter agricultural ditch.

Appraisal Information: The property was appraised on February 25, 2005 by J. Lee Norris, MAI, SRA, indicating a total value of \$225,200.00. Staff is of the opinion that the purchase price increase can be justified considering the costs associated with condemnation proceedings, land value increases and attorneys fees. County staff performed a market analysis in this geographic area. The adjusted sales indicate a value range from \$24,400 per acre to \$31,700 per acre and the purchase price lies within this range. Value Justification Sheet is attached hereto.

Staff Recommendation: Staff recommends the Board approve the action requested.

Account: 20407930700.506110

Attachments: Purchase Agreement, Location Map; In-House Title Report; Appraisal Report; Value Justification Sheet; 5-Year 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>K. Forsyth</i>			<i>DAO 8/31</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 9-20-05  
 11:40  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*

Rec. by: *[Signature]*  
 Date: 9-20-05  
 Time: 1:20  
 Forwarded to: *[Signature]*

This document prepared by  
Lee County Division of County Lands  
Project: Corkscrew Road Curve Realignment  
Parcels: A and B  
STRAP No.: 24-46-27-00-00001.0000

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 \_\_\_\_\_, 2005 by and between **Old Corkscrew Plantation II, LLC, a Florida Limited Liability Company**, hereinafter referred to as SELLER, whose address is 26811 South Bay Drive, Suite 240, Bonita Springs, FL 34134, 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 8.9 acres more or less, and located at 23997 Corkscrew Road, Fort Myers, FL 33913 and more particularly described in "Exhibit A" together with a temporary construction easement consisting of 3.4 acres and more particularly described in "Exhibit B" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Corkscrew Road Curve Realignment Project, 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 Three hundred twenty-two thousand dollars (\$322,000.00), 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.

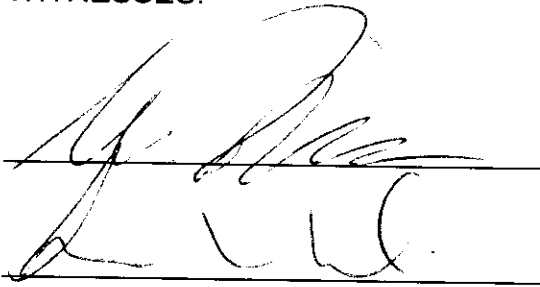
15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

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:




Two handwritten signatures, one above the other, each followed by a horizontal line.

CHARLIE GREEN, CLERK

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

SELLER:

Old Corkscrew Plantation II, LLC, a Florida  
Limited Liability Company



Handwritten signature of Franz Rosinus, followed by a horizontal line.

Franz Rosinus, Managing Member

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

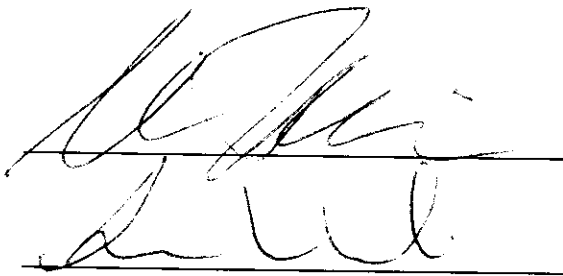
APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

**Special Conditions**

1. SELLER may continue to utilize the subject property for existing citrus grove operations until such time as BUYER begins construction of "the Project".
2. BUYER will provide SELLER written notification of construction at least 180 days prior to commencement.
3. SELLER will indemnify and hold harmless the BUYER from all liability, loss, cost and expense, including attorney's fees, arising out of or in connection with SELLER, its agents, employees or contractors, continued use of the subject property after closing.
4. The BUYER will construct the berm and perimeter (agricultural) ditch as shown on construction plans with a minimum depth no less than depth of existing perimeter (agricultural) ditch.
5. SELLER will be responsible for connecting the interior irrigation ditches to the new perimeter ditch at their own expense.
6. All Special Conditions will survive closing.

WITNESSES:



Two handwritten signatures are present, each followed by a horizontal line. The first signature is more stylized and appears to be 'C. Green'. The second signature is less stylized and appears to be 'L. Lee'.

CHARLIE GREEN, CLERK

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

SELLER:

Old Corkscrew Plantation II, LLC, a Florida  
Limited Liability Company



Handwritten signature of Franz Rosinus, followed by a horizontal line.

Franz Rosinus, Managing Member

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)

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1400 Colonial Boulevard  
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Ft. Myers, FL 33907  
(239) 931-0455  
Fax: (239) 931-0456

## Exhibit "A"

### PARCEL "A"

A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 46 SOUTH,  
RANGE 27 EAST, LEE COUNTY, FLORIDA BEING DESCRIBED AS  
FOLLOWS:

FROM THE SOUTHEAST CORNER OF SAID SECTION 24 RUN  
N.89°49'12"W. ALONG THE SOUTH LINE OF SAID SECTION 24 FOR  
1253.38 FEET; THENCE N.00°10'48"E. FOR 50.00 FEET TO THE NORTH  
RIGHT-OF-WAY OF CORKSCREW ROAD AND THE POINT OF  
BEGINNING. THENCE CONTINUE N.00°10'48"E. FOR 25.00 FEET TO A  
POINT ON A CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO  
THE LEFT (RADIUS 1175.00 FEET, CENTRAL. ANGLE = 90°09'17" CHORD  
BEARING N.45°06'09"E.) FOR 1848.86 FEET; THENCE S.89°58'29"E. FOR  
50.00 FEET TO THE WEST LINE OF CORKSCREW ROAD; THENCE  
S.00°01'31"W. ALONG SAID WEST RIGHT-OF-WAY FOR 1203.31 FEET TO  
THE NORTH RIGHT-OF-WAY LINE OF CORKSCREW ROAD; THENCE  
N.89°49'12"W. ALONG SAID NORTH RIGHT-OF-WAY FOR 1228.24 FEET  
TO THE POINT OF BEGINNING.

BEARINGS BASED ON THE SOUTH LINE OF SAID SECTION 24  
BEARING N.89°49'12"W.

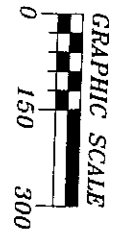
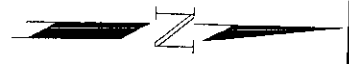
DESCRIBED PARCEL CONTAINS 8.90 ACRES MORE OR LESS.



Thomas Patrick Serbu,  
For the Firm,  
Professional Land Surveyor  
LS# 0004744



# Exhibit "A"



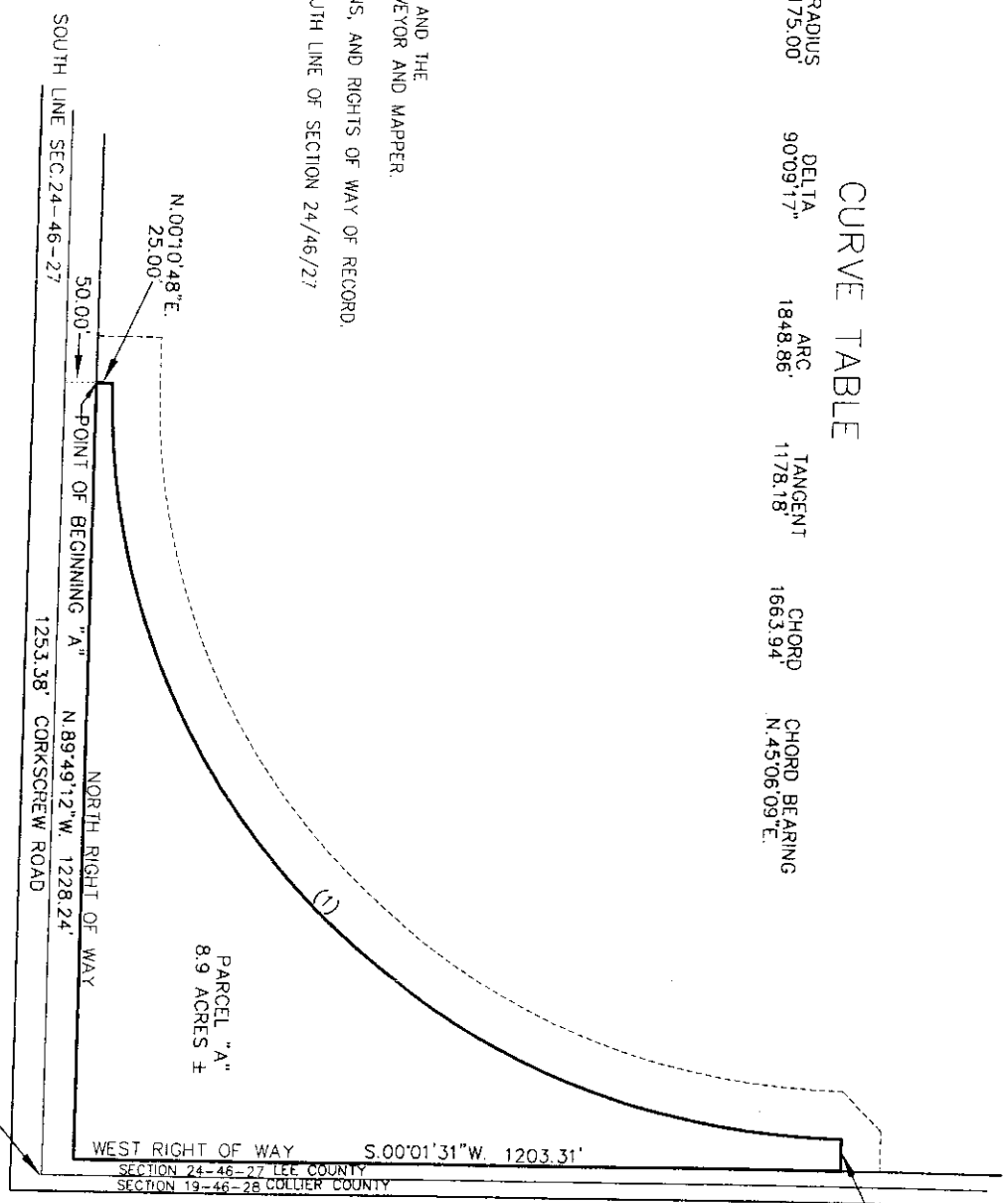
## CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	1175.00'	90°09'17"	1848.86'	1178.18'	1663.94'	N.45°06'09"E.

REFER TO ATTACHED DESCRIPTION

THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD, BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF SECTION 24/46/27 BEARING N. 89° 49' 12" W.



SHEET 2 OF 2

## SKETCH (NOT A SURVEY)

PARCEL "A"  
 A PARCEL OF LAND LYING IN  
 SECTION 24, TOWNSHIP 46 SOUTH, RANGE 27 EAST  
 LEE COUNTY, FLORIDA

DATE	01/27/04
SCALE	1" = 300'
DRAWN	T.P.S.
CHECK	T.P.S.
APPROVED	T.P.S.

POINT OF COMMENCEMENT  
 F.D. LEE COUNTY D.O.T.  
 IRON ROD & CAP  
 S.E. CORNER SECTION 24,  
 TOWNSHIP 46 SOUTH,  
 RANGE 27 EAST

THOMAS PATRICK SERBU,  
 FOR THE FIRM,  
 PROFESSIONAL LAND SURVEYOR  
 L.S. #0004744

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FILE NO.  
 JOB NO.:  
**01-7034**

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Fax: (239) 931-0456

## Exhibit "B"


### PARCEL "B" CONSTRUCTION EASEMENT

A PARCEL OF LAND IN SECTION 24, TOWNSHIP 46 SOUTH, RANGE 27  
EAST, LEE COUNTY, FLORIDA BEING DESCRIBED AS FOLLOWS:

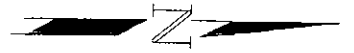
FROM THE SOUTHEAST CORNER OF SAID SECTION 24 RUN  
N.89°49'12"W. ALONG THE SOUTH LINE OF SAID SECTION 24 FOR  
1328.38 FEET; THENCE N.00°10'48"E. FOR 50.00 FEET TO THE NORTH  
RIGHT-OF-WAY LINE OF CORKSCREW ROAD AND THE POINT OF  
BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE  
N.00°10'48"E. FOR 100.00 FEET; THENCE S.89°49'12"E. PARALLEL WITH  
THE SOUTH LINE OF SAID SECTION 24 FOR 75.00 FEET TO A POINT OF  
CURVE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT  
(RADIUS 1100.00 FEET, CENTRAL ANGLE 90°09'17", CHORD 1557.73  
FEET, CHORD BEARING N.45°06'09"E.) FOR 1730.85 FEET; THENCE  
N.45°00'00"E. FOR 86.95 FEET; THENCE S.89°58'29"E. FOR 63.55 FEET TO  
THE WEST LINE OF CORKSCREW ROAD; THENCE S.00°01'31"W. ALONG  
SAID WEST RIGHT-OF-WAY FOR 61.51 FEET; THENCE N.89°58'29"W.  
FOR 50.00 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY  
ALONG A CURVE TO THE RIGHT (RADIUS 1175.00 FEET, CENTRAL  
ANGLE 90°09'17", CHORD 1663.94 FEET CHORD BEARING S.45°06'09"W.  
FOR 1848.86 FEET; THENCE S.00°10'48"W. FOR 25.00 FEET TO THE  
NORTH RIGHT-OF-WAY OF CORKSCREW ROAD; THENCE  
N.89°49'12"W. ALONG SAID NORTH RIGHT-OF-WAY LINE FOR 75.00  
FEET TO THE POINT OF BEGINNING.

BEARINGS BASED ON THE SOUTH LINE OF SAID SECTION 24  
BEARING N.89°49'12"W.

DESCRIBED PARCEL CONTAINS 3.4 ACRES MORE OR LESS.



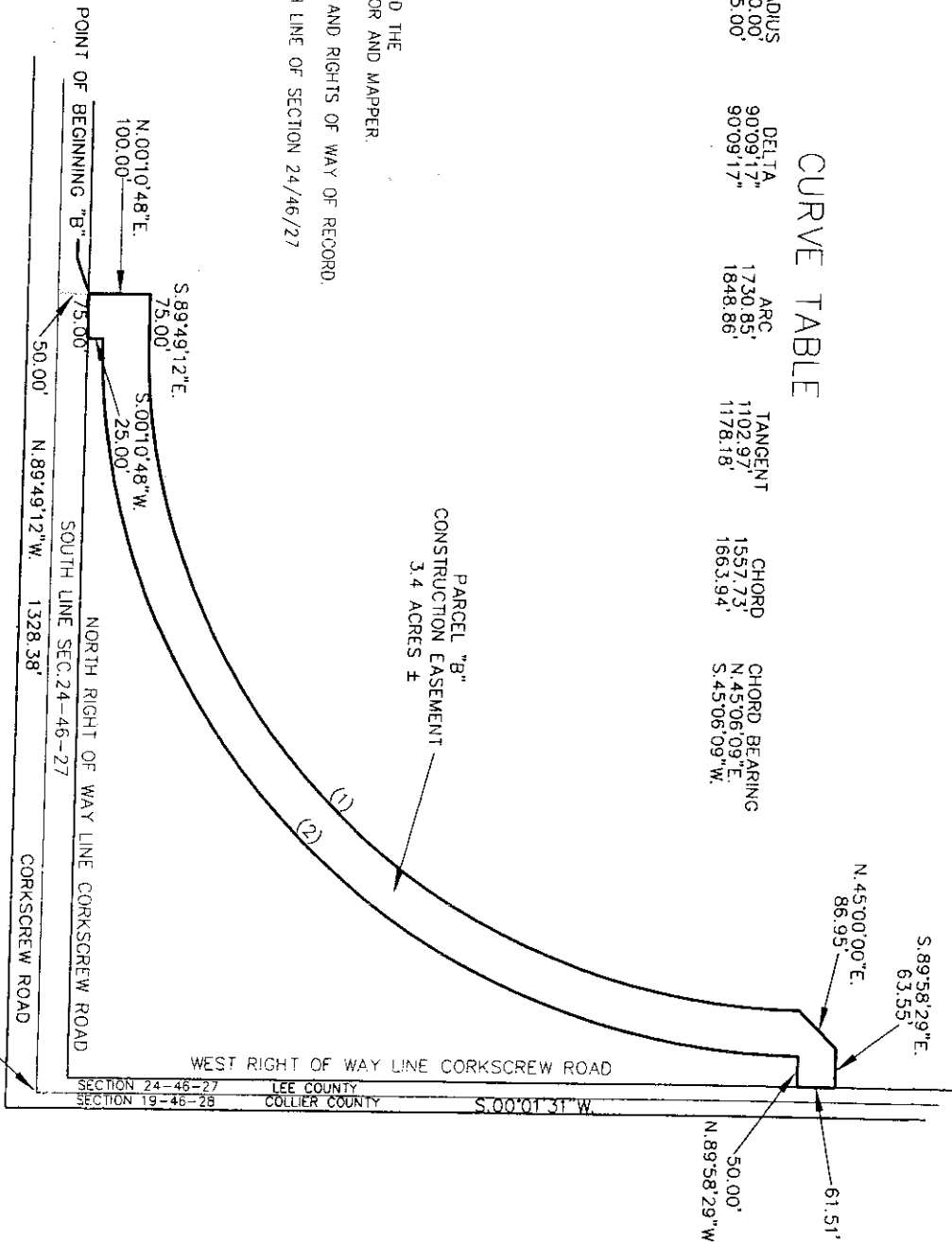
Thomas Patrick Serbu  
For the Firm,  
Professional Land Surveyor  
LS# 0004744



CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	1100.00'	90°09'17"	1730.85'	1102.97'	1557.73'	N.45°06'09"E.
2	1175.00'	90°09'17"	1848.86'	1178.18'	1663.94'	S.45°06'09"W.

REFER TO ATTACHED DESCRIPTION  
 THIS SKETCH IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.  
 SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS, AND RIGHTS OF WAY OF RECORD.  
 BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF SECTION 24/46/27 BEARING N.89°49'12"W.



SHEET 2 OF 2

SKETCH (NOT A SURVEY)

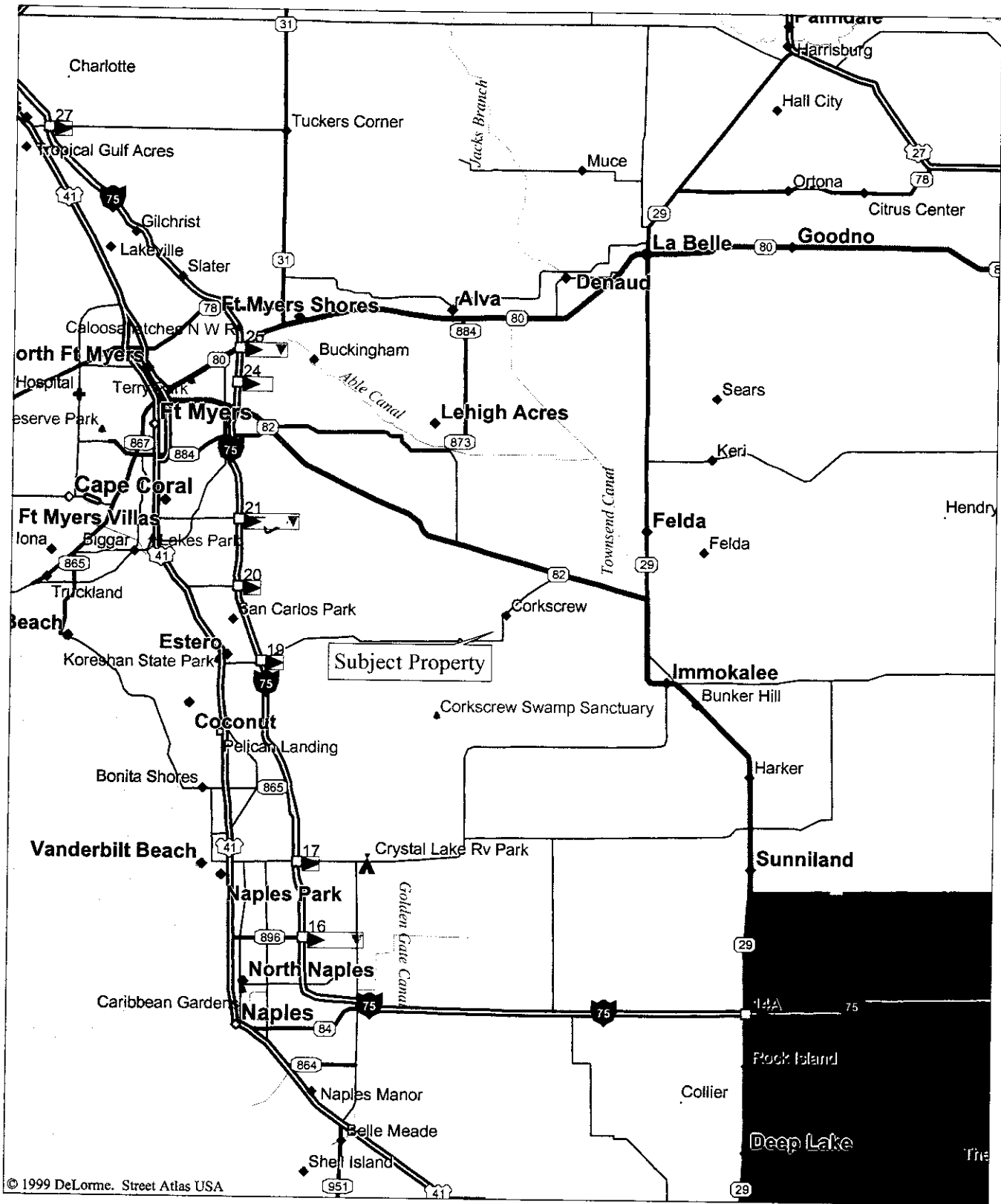
CONSTRUCTION EASEMENT  
 A PARCEL OF LAND LYING IN  
 SECTION 24, TOWNSHIP 46 SOUTH, RANGE 27 EAST  
 LEE COUNTY, FLORIDA

DATE	01/27/04
SCALE	1" = 300'
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THOMAS PATRICK SERBU  
 FOR THE FIRM,  
 PROFESSIONAL LAND SURVEYOR  
 LS #0004744

FILE NO.  
 JOB NO.:  
 01-7034



**LOCATION MAP**

**Division of County Lands**

**Ownership and Easement Search**

Search No. 24-46-27-00-00001.0000

Date: March 9, 2005

Parcel:

Project: Corkscrew Road Curve 0700

To: Michele S. McNeill SR/WA  
Property Acquisition Agent

From: Kenneth Pitt  
Real Estate Title Examiner

STRAP: 24-46-27-00-00001.0000

Effective Date: February 16, 2005, at 5:00 p.m.

*No Changes as of 7/26/2005*



**Subject Property:** All of Section 24, Township 46 South, Range 24 East, less and except the right of way for Corkscrew Road on the South and East Boundaries of said Section 24, said property being in Lee County, Florida.

Title to the subject property is vested in the following:

**Old Corkscrew Plantation II, LLC, (a Florida Limited Liability Company).**

By that certain instrument dated October 8, 2002, recorded October 10, 2002, in Official Record Book 3747 Page 3433, Public Records of Lee County, Florida.

**Easements: 1): Subject to a Right of Way Easement granted to the Lee County Electric Co-Operative, recorded in Official Record Book 432 Page 685, Public Records of Lee County, Florida.**

**2): Subject to a Drainage Easement Agreement, recorded in Official Record Book 2657 Page 1099, Public Records of Lee County, Florida.**

**Note 1): Subject to a Mortgage in the sum of \$13,000,000.00, between Old Corkscrew Plantation, LLC, Old Corkscrew Plantation II, LLC, and Old Corkscrew Plantation III, LLC (mortgagors) and Metropolitan Life Insurance Company (mortgagee), recorded in Official Record Book 4033 Page 4078, Public Records of Lee County, Florida.**

**Note 2): Subject to a UCC 1 Financing Statement, recorded in Official Record Book 4033 Page 4088, Public Records of Lee County, Florida.**

**Note 3): Subject to a Memorandum of License, recorded in Official Record Book 4121 Page 2899, Public Records of Lee County, Florida.**

**Note 4): Subject to a UCC 1 Financing Statement, recorded in Official Record Book 4121 Page 2908, Public Records of Lee County, Florida.**

Search No. 24-46-27-00-00001.0000

Date: March 9, 2005

Parcel:

Project: Corkscrew Road Curve 0700

**Note 5): Subject to a Mortgage, Assignment and Security Agreement, in the original sum of \$6,000,000.00, between Old Corkscrew Plantation, LLC, Old Corkscrew Plantation II, LLC, and Old Corkscrew Plantation III, LLC, Old Corkscrew Plantation IV, LLC, and Old Corkscrew Plantation V, LLC (mortgagors) and Gold Bank (mortgagee), recorded in Official Record Book 4579 Page 3312, Public Records of Lee County, Florida.**

**Note 6): Subject to a UCC 1 Financing Statement, recorded in Official Record Book 4579 Page 3431, Public Records of Lee County, Florida.**

**Note 7): Subject to Lee County Ordinance No. 86-14, relating to garbage and solid waste collection, recorded in Official Record Book 2189 Page 3281 and amended by Official Record Book 2189 Page 3334, Public Records of Lee County, Florida.**

**Note 8): Subject to the Reservation of an undivided one half interest in and to all Oil, Gas and Minerals of the subject property by Consolidated Naval Stores Company in that certain deed recorded in Deed Book 262 Page 361. Consolidated Financial Corporation (which was f/k/a Consolidated Naval Stores Company) conveyed said ½ interest to Albert J. Hasson by Quitclaim Deed recorded in Official Record Book 193 Page 84, Public Records of Lee County, Florida. When Hasson conveyed the fee (which was recorded simultaneously with the deed for the ½ interest in O.G.M rights) to the subject property it made no mention of an intent to convey the ½ interest in the Oil, Gas and Mineral rights.**

**Richard and Carolyn Johnson who owned an undivided ½ interest in the fee to the subject property conveyed an undivided ½ interest to the Oil, Gas and Mineral rights to the subject property to Richard H. Johnson and Kevin W. Johnson by quitclaim deed recorded in Official Record Book 1753 Page 413. Richard H. Johnson conveyed an undivided ½ interest in said O.G.M. rights to the Richard H. Johnson Revocable Trust by Quitclaim Deed recorded in Official Record Book 1854 Page 1038. Kevin W. Johnson conveyed his undivided ½ interest in an to said O.G.M. rights to the Kevin W. Johnson Revocable Trust, by Quitclaim Deed recorded in Official Record Book 1854 Page 1039, Public Records of Lee County, Florida.**

**E.L. Johnson and Ina Louise Johnson having an undivided ½ interest to the fee of the subject property conveyed an undivided ½ interest in the Oil, Gas and Mineral rights to the subject property to Douglas L. Johnson and Gregory A. Johnson by Quitclaim Deed recorded in Official Record Book 1753 Page 414.**

**Assuming Hasson passed the ½ interest with the conveyance of the fee title, the Oil, Gas and Mineral Rights for the subject property should be an undivided ¼ interest to the Kevin W. Johnson Revocable Trust, an undivided ¼ interest to the Richard H. Johnson Revocable Trust, an undivided ¼ interest to Douglas L. Johnson and an undivided ¼ interest to Gregory A. Johnson.**

**Ownership and Easement Search**

Search No. 24-46-27-00-00001.0000

Date: March 9, 2005

Parcel:

Project: Corkscrew Road Curve 0700

**Tax Status:\$17,271.58 paid on 2-28-05 for Tax Year 2004.**

*(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.**

# Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

C. William Carlson, MAI, SRA  
State Certified General Appraiser #0000667  
ccarl1@hotmail.com

J. Lee Norris, MAI, SRA  
State Certified General Appraiser #0000643  
leenor56@hotmail.com

March 7, 2005

Robert Clemens, Project Manager  
Department of Public Works  
Division of County Lands  
Board of County Commissioners - Lee County, Florida  
P.O. Box 398  
Fort Myers, Florida 33901-70398

Re: Citrus Grove - Partial Take  
Corkscrew Road Curve  
Strap Number 24-46-27-00-00001.0000  
Lee County, Florida

Dear Mr. Clemens:

In accordance with your request, I have inspected the above referenced property for the purpose of estimating the total compensation due the property owner. This compensation estimate is based upon the physical and economic conditions existing as of the effective date of appraisal, February 25, 2005. This was the last date of a physical inspection of the subject property.

The larger parcel contains a total of 652 acres or one section of land. The property fronts on Corkscrew Road and is located at the very eastern terminus of this road where the road turns north towards State Road 82. The subject property specifically sits on the northwest corner of this turn. The proposed taking consists of 8.9 acres located along the north and west sides of Corkscrew Road. The taking area consists of 8.9 acres and reduces the effective land area or remainder parcel to 643.1 acres. A six month temporary construction easement over 3.4 acres is also valued.

The property included within the take area consists of the fee simple rights in the land, the existing improvements consisting of some 800 citrus trees and portions of a drip irrigation system.

This analysis has utilized the most current market value definition which is contained within the attached appraisal report. This site is valued under market conditions existing as of the date of the last inspection of the property. As per your request this is a **Complete-Summary Appraisal Report** which presents limited data and discussion for the data and analysis that were used in the appraisal process to develop the appraiser's opinions of value. As a complete appraisal process was conducted the Departure Provision is not invoked from the Uniform Standards of Professional Appraisal Practice.



Based on market conditions existing as of the effective date of appraisal, it is my opinion the following value estimates are applicable as of February 25, 2005.

The fee simple market value of the 652 acre parent tract without improvements was:

**THIRTEEN MILLION FORTY THOUSAND DOLLARS ..... (\$13,040,000.00).**

The present value of the entire grove income stream over the next five years is estimated to be:

**ONE MILLION SIX HUNDRED THOUSAND DOLLARS ..... (\$1,600,000.00).**

The summation of the present value of the grove income stream over the next five years and the market value of the land represents the fee simple market value of the parent tract as an operating grove and is estimated to be:

**FOURTEEN MILLION SIX HUNDRED  
FORTY THOUSAND DOLLARS ..... (\$14,640,000.00).**

The market value of the land within the take area, 8.9 acres is estimated as of the effective date February 25, 2005 to be:

**ONE HUNDRED SEVENTY EIGHT THOUSAND DOLLARS ..... (\$178,000.00).**

The value of the citrus trees within the take area is:

**EIGHTEEN THOUSAND FOUR HUNDRED DOLLARS ..... (\$18,400.00).**

The estimated cost to cure the existing drip irrigation system is:

**TWENTY FIVE THOUSAND DOLLARS ..... (\$25,000.00)**

Lastly, the value of the temporary construction easement is:

**THREE THOUSAND EIGHT SEVENTEEN HUNDRED DOLLARS ..... (\$3,817.00).**

Summing the above value estimates pertaining to the 8.9 acres and the 3.4 acre temporary construction easement results in a total compensation estimate due the property owner as of February 25, 2005 of:

**TWO HUNDRED TWENTY FIVE THOUSAND  
TWO HUNDRED DOLLARS ..... (\$225,200.00).**

The attached appraisal report contains brief discussions of the data and analysis utilized in arriving at the opinions of value. This report is made subject to certain assumptions and limiting conditions as set forth in the body of the appraisal.

Robert Clemens  
March 7, 2005  
Page 3

If you should have any questions relating to this or any other matter, please do not hesitate to call us.

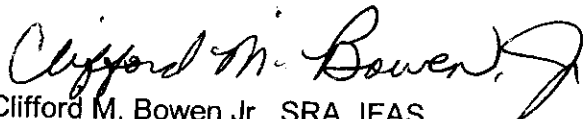
Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



J. Lee Norris, MAI, SRA  
State Certified General Appraiser #RZ643

AGRI-PROPERTY CONSULTANTS



Clifford M. Bowen Jr., SRA, IFAS  
State Certified General Appraiser #RZ376  
Review Appraiser

## Value Justification Sheet

SUBJECT	23997 Corkscrew Rd	24-46-27-00-00001.0000	
	ACRES		PER ACRE
Fee Acquisition	8.9	\$ 267,000.00	\$ 30,000.00
Citrus Trees	8.9	\$ 18,400.00	\$ 2,067.00
Irrigation System		\$ 25,000.00	
Temporary Construction Easement	3.4	\$ 5,200.00	
		\$ 315,600.00	

COMPARABLES	ACRES	DATE OF SALE	SALE PRICE	PER ACRE	TIME ADJUSTMENT (2% PER MONTH)
27-46-27-00-00001.0000 and 00100.000	200	6/29/2005	\$6,100,000	\$30,500.00	\$31,720.00
25-46-26-00-00001.0020 and 1.0000 16-46-26-00-00001.0010 and 09-46- 26-00-00001.0220	275.43	2/23/2005	\$ 6,000,000.00	\$21,784.12	\$24,398.21
	162	2/17/2004	\$ 3,140,000.00	\$19,382.72	\$26,360.49

Purchase price of the land only lies within the range of comparable sales on a per acre basis.

# 5-Year Sales History

Parcels A and B

## Corkscrew Road Curve Realignment Project

Grantor	Grantee	Price	Date	Arms Length Y/N
Harvey Youngquist and Timothy G. Youngquist	Old Corkscrew Plantation II, LLC	\$4,800,000	10/8/2002	Y

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