

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

**Blue Sheet No. 20051336**

**1. ACTION REQUESTED/PURPOSE:** Approve Agreement for Purchase and Sale in Lieu of Condemnation Proceedings for the acquisition of Parcel 100 for the Estero Parkway Extension Project No. 5021, in the amount of \$629,440; authorize payment of costs and fees to close, and the Division of County Lands to handle all documentation necessary to complete the transaction.

**2. WHAT ACTION ACCOMPLISHES:** Acquires property necessary for the widening of Three Oaks Parkway and Estero Parkway Extension Projects.

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

**4. Departmental Category:** 6 *C6J* **5. Meeting Date:** *10-11-2005*

|  |  |   |
|--|--|---|
| <b>6. Agenda:</b><br><input checked="" type="checkbox"/> Consent<br><input type="checkbox"/> Administrative<br><input type="checkbox"/> Appeals<br><input type="checkbox"/> Public<br><input type="checkbox"/> Walk-On | <b>7. Requirement/Purpose: (specify)</b><br><input checked="" type="checkbox"/> Statute <u>73 &amp; 125</u><br><input type="checkbox"/> Ordinance _____<br><input type="checkbox"/> Admin. Code _____<br><input checked="" type="checkbox"/> Other <u>20050664</u> | <b>8. Request Initiated:</b><br>Commissioner _____<br>Department <u>Independent</u><br>Division <u>County Lands TLM</u><br>By: <u>Karen L.W. Forsyth, Director</u> <i>KLF</i> |
|--|--|---|

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

Interest to Acquire: Fee interest in 1,445 acres (62,944 square feet) of commercial property

**Property Details:**

**Owner:** R.Q. Richards, III, Trustee, pursuant to Land Trust Agreement known as 55.14 Corlico Parkway Trust dated 11/1/1988  
**Location:** Northeast corner of Three Oaks Parkway and proposed Estero Parkway  
 Part of STRAP No. 23-46-25-00-00001.1000

**Purchase Details:**

**Purchase Price:** \$629,440 (\$10 per square foot)  
 On May 31, 2005, the Board of County Commissioners approved a binding offer in the amount of \$535,024 (\$8.50 per square foot), for the acquisition of a fee simple interest in the subject property. The owner originally offered to settle for \$15 per square foot, however, through negotiations, has now agreed to sell the property for \$629,440, plus attorney and appraisal fees.

**Costs to Close:** Approximately \$35,000 (The Buyer is responsible for title insurance, recording fees, Seller's statutory attorney fees, and appraisal fees).

**Appraisal Information:**

**Company:** Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA  
**Appraised Value:** \$629,440 (\$10 per square foot)

**Staff Recommendation:** Staff recommends the Board approve the Action Requested.

**Account:** 20502130700.506110

**Attachments:** Agreement for Purchase and Sale of Real Estate in Lieu of Condemnation, Affidavit of Interest in Real Property, In-House Title Search, Appraisal Data, and Sales History

**10. Review for Scheduling:**

| Department Director | Purchasing or Contracts | Human Resources | Other           | County Attorney    | Budget Services<br><i>eff 4/22</i> |                        |                          | County Manager/P.W. Director                |
|---------------------|-------------------------|-----------------|-----------------|--------------------|------------------------------------|------------------------|--------------------------|---|
| <i>K. Forsyth</i>   |                         |                 | <i>BADGilla</i> | <i>[Signature]</i> | Analyst<br><i>9/21/05</i>          | Risk<br><i>9/21/05</i> | Grants<br><i>9/21/05</i> | Per.<br><i>9/22/05</i><br><i>AS 9/22/05</i> |

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 10/11/05  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
*9/22/05*

CO. ATTY.  
 FORWARDED  
 TO CO. ADMIN.  
*9/20/05*

REC'D  
 by CO. ATTY.  
*[Signature]*  
 CO. ATTY.  
 FORWARDED TO:

This document prepared by  
Lee County Division of County Lands  
Project: Estero Parkway Extension, #5021  
Parcel: 100  
Part of STRAP No.: 23-46-25-00-00001.1000

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 \_\_\_\_\_, 200\_\_, by and between R.Q. Richards, III, Trustee, pursuant to Land Trust Agreement known as 55.14 Corlico Parkway Trust, dated November 1, 1988, hereinafter referred to as SELLER, whose address is 2140 McGregor Boulevard, Fort Myers, Florida 33901, 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 1.445 acres more or less, 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 Estero Parkway Extension 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 Six Hundred Twenty-Nine Thousand Four Hundred Forty and No/100 (\$629,440), 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:

- (a) Execute 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) pay utility services up to, but not including the date of closing;
- (c) pay taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) pay partial release of mortgage fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER 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) recording fee for deed;
- (c) survey, (if desired by BUYER);
- (d) SELLER'S attorney fees in the amount of \$31,157.28
- (e) SELLER'S appraisal fees in the amount of \$200.00

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 45 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.


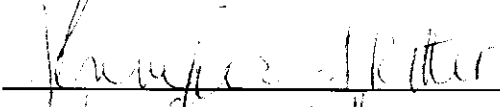
**15. REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

**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.


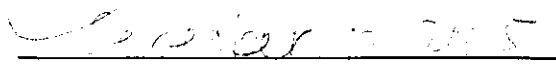
WITNESSES:

  
\_\_\_\_\_  
Kenneth Jones  
  
\_\_\_\_\_  
Jennifer L. Kitter

CHARLIE GREEN, CLERK

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

**SELLER:**

  
\_\_\_\_\_  
R.Q. Richards, III, Trustee, pursuant to Land  
Trust Agreement known as 55.14 Corlico Parkway  
Trust, dated November 1, 1988  
  
\_\_\_\_\_  
(DATE)

**BUYER:**

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

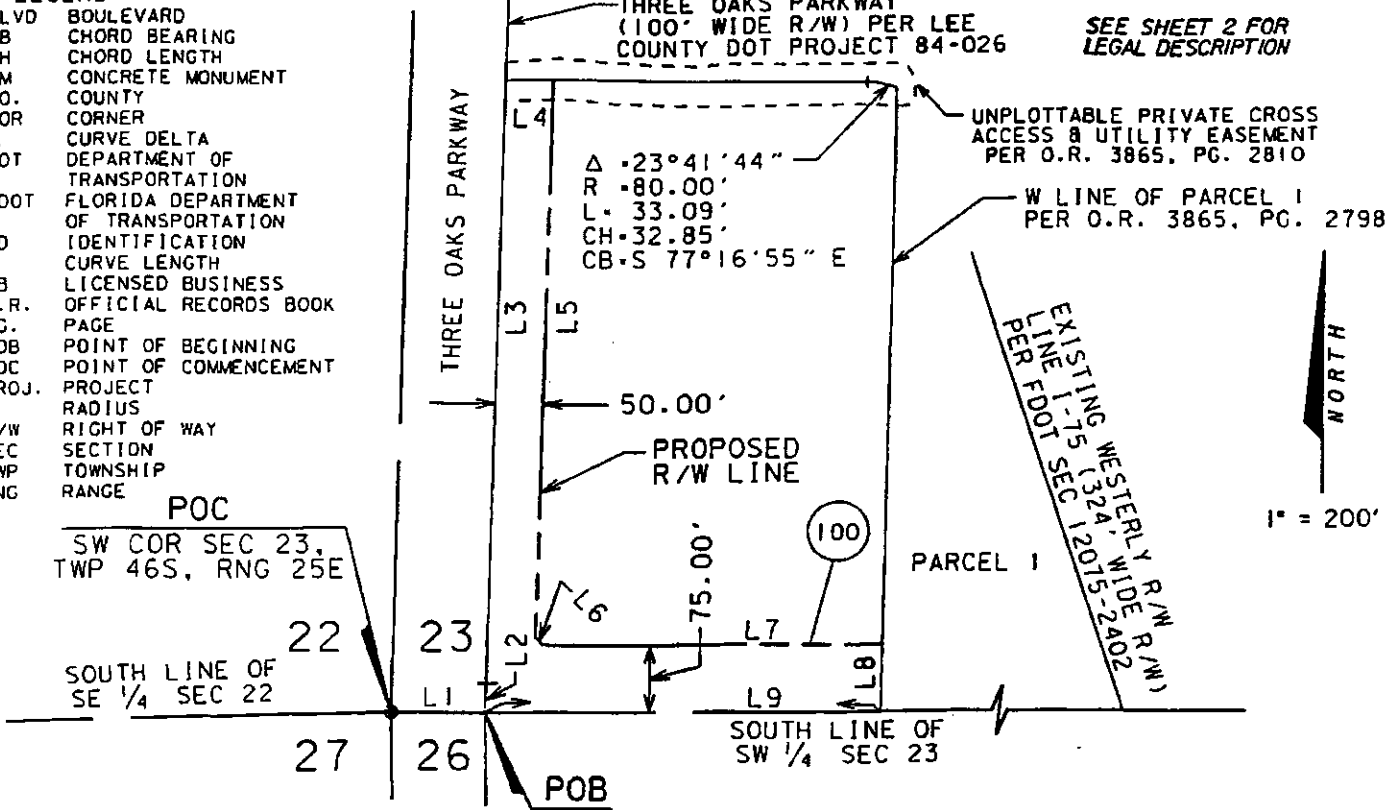
BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST, This sketch is NOT a survey.  
 LEE COUNTY, FLORIDA EXISTING EAST R/W LINE

- LEGEND**
- BLVD BOULEVARD
  - CB CHORD BEARING
  - CH CHORD LENGTH
  - CM CONCRETE MONUMENT
  - CO. COUNTY
  - COR CORNER
  - Δ CURVE DELTA
  - DOT DEPARTMENT OF TRANSPORTATION
  - FDOT FLORIDA DEPARTMENT OF TRANSPORTATION
  - ID IDENTIFICATION
  - L CURVE LENGTH
  - LB LICENSED BUSINESS
  - O.R. OFFICIAL RECORDS BOOK
  - PG. PAGE
  - POB POINT OF BEGINNING
  - POC POINT OF COMMENCEMENT
  - PROJ. PROJECT
  - R RADIUS
  - R/W RIGHT OF WAY
  - SEC SECTION
  - TWP TOWNSHIP
  - RNG RANGE



**LINE TABLE**

|    |               |         |
|----|---------------|---------|
| L1 | S 89°45'10" E | 100.04' |
| L2 | N 01°18'01" W | 0.80'   |
| L3 | N 00°52'48" E | 702.24' |
| L4 | S 89°07'55" E | 50.00'  |
| L5 | S 00°52'48" W | 619.28' |
| L6 | S 44°17'43" E | 11.52'  |
| L7 | S 89°45'10" E | 361.88' |
| L8 | S 00°52'48" W | 75.00'  |
| L9 | N 89°45'10" W | 420.02' |

PARCEL NUMBER: 100  
 PROPERTY OWNER: R.O. RICHARDS, III, TRUSTEE  
 REFERENCE: OFFICIAL RECORDS BOOK 2700, PAGE 961  
 & OFFICIAL RECORDS BOOK 3087, PAGE 2451  
 STRAP NUMBER: 23-46-25-00-00001.1000  
 AREA OF TAKE: 1.445 ACRES  
 AREA OF REMAINDER: 5.311 ACRES

**SURVEY NOTES**

1. Reproductions of this sketch are not valid unless sealed with an embossed Surveyor's Seal.
2. The sketch shown hereon is for graphic representation only and does not represent a boundary survey.
3. Corner monuments were not set in conjunction with the preparation of this drawing.
4. Legal description prepared by PBS&J.
5. Bearings shown hereon are based on the South line of the SW 1/4 of Sec 23, Twp 46S, Rng 25E, being S 89°45'10" E.

**SKETCH AND LEGAL DESCRIPTION**  
 KORESHAN BLVD LEE CO. PROJ • 5021  
 PARCEL 100 TAKE

|                        |                             |
|------------------------|-----------------------------|
| JOB NO. 100806.08 0300 | DATE 11-18-03               |
| FIELD BOOK             | REV. ADDED EASEMENT 4/01/04 |
| SCALE: 1" = 200'       | REV. REV LINE L1 4/13/04    |
| DRAWN BY: RM           | CHECKED BY: OCS             |

We hereby certify that the attached "Sketch and Legal Description" is true and correct to the best of our knowledge and belief as recently prepared under our direction and that this sketch meets the intent of the minimum technical standards for surveying pursuant to Section 472.027, Florida Statutes and Chapter 61G17-6, Florida Administrative Code.

*Orbis Clark Sartor*  
 PBS&J LB 24

**ORRIS CLARK SARTOR**  
 PROFESSIONAL LAND SURVEYOR •2685  
 STATE OF FLORIDA

**PBS&J** ENGINEERS, PLANNERS & SURVEYORS  
 5300 WEST CYPRESS STREET, SUITE 300  
 TAMPA, FLORIDA 33607  
 LB 24 (813)-282-7275

SHEET 1 OF 2

KORESHAN BLVD  
LEE CO. PROJ. ■ 5021  
PARCEL NUMBER: 100  
PROPERTY OWNER: R.O. RICHARDS, III, TRUSTEE  
REFERENCE: OFFICAL RECORDS BOOK 2700, PAGE 961  
& OFFICIAL RECORDS BOOK 3087, PAGE 2451  
STRAP NUMBER: 23-46-25-00-00001.1000  
AREA OF TAKE: 1.445 ACRES  
AREA OF REMAINDER: 5.311 ACRES

**Exhibit "A"**

Page 2 of 2

**LEGAL DESCRIPTION**

A parcel of land lying in the Southwest  $\frac{1}{4}$  of Section 23, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 23, Township 46 South, Range 25 East, Lee County, Florida; thence along the South line of the Southwest  $\frac{1}{4}$  of said Section 23, S 89°45'10" E for 100.04 feet to the POINT OF BEGINNING; said point being a point of intersection with the existing East right of way line of Three Oaks Parkway (a 100 foot wide right of way) per Lee County Department of Transportation Project 84-026; thence along said existing East right of way line for the following two (2) courses: (1) N 01°18'01" W for 0.80 feet; (2) N 00°52'48" E for 702.24 feet; thence S 89°07'55" E for 50.00 feet to an intersection with a line that is 50.00 feet Easterly of and parallel with the East right of way line of said Three Oaks Parkway; thence along the last described parallel line, S 00°52'48" W for 619.28 feet; thence S 44°17'43" E for 11.52 feet to an intersection with a line that is 75.00 feet North of and parallel with the South line of the Southwest  $\frac{1}{4}$  of said Section 23; thence along the last described parallel line, S 89°45'10" E for 361.88 feet to the West line of a parcel of land known as Parcel 1 per Official Records Book 3865, Page 2798 of the Public Records of Lee County, Florida; thence along the last described West line S 00°52'48" W for 75.00 feet to an intersection with the South line of the Southwest  $\frac{1}{4}$  of said Section 23; thence along the last described South line, N 89°45'10" W for 420.02 feet to the POINT OF BEGINNING.

Containing 1.445 acres, more or less.

DRAWN BY: RM

CHECKED BY: OCS



ENGINEERS, PLANNERS & SURVEYORS  
5300 WEST CYPRESS STREET, SUITE 300  
TAMPA, FLORIDA 33607  
(813)-282-7275

LB 24

SHEET 2 OF 2

SEE SHEET 1 FOR SKETCH

DD\$MON\$YEAR\$HRMIN

L:\Survey\Korshan\100tk.dgn



This instrument prepared by:  
Division of County Lands  
P. O. Box 398  
Ft. Myers, Florida 33902-0398

Project: Koreshan/Estero Parkway, Project No. 5021  
Part of STRAP No.: 23-46-25-00-00001.1000

**AFFIDAVIT OF INTEREST IN REAL PROPERTY**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 12 day of ~~SEPTEMBER~~, 2005, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

R.Q. Richards, III, Trustee, pursuant to Land Trust Agreement known as 55.14 Corlco Parkway Trust, dated November 1, 1988  
2140 McGregor Boulevard, Fort Myers, Florida 33901

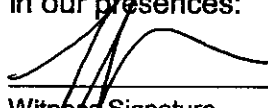
The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. \_\_\_\_\_
2. \_\_\_\_\_
3. See attached
4. \_\_\_\_\_

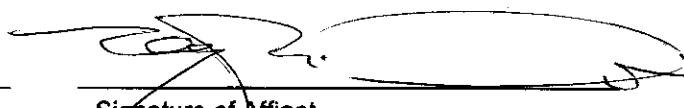
The real property to be conveyed to Lee County is described on attached Exhibit A.

FURTHER AFFIANT SAYETH NAUGHT.

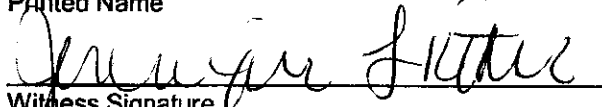
Signed, sealed and delivered  
in our presences:

  
\_\_\_\_\_  
Witness Signature

Kenneth Jones  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Signature of Affiant

R.Q. RICHARDS, III, Trustee  
\_\_\_\_\_  
Printed Name

  
\_\_\_\_\_  
Witness Signature

Jennifer L. Ritter  
\_\_\_\_\_  
Printed Name

**Affidavit of Interest in Real Property**

Project: Koreshan/Estero Parkway, Project No. 5021

Part of STRAP No.: 23-46-25-00-00001.1000

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 12 day of September, 2005,

by R Q Richards III Trustee  
(name of person acknowledged)

Jennifer L Ritter  
(Notary Signature)

Jennifer L Ritter  
(Print, type or stamp name of Notary)

(SEAL)  
Jennifer L. Ritter  
Commission #DD187528  
Expires: Mar 29, 2007  
Bonded Thru  
Atlantic Bonding Co., Inc.

Personally known X  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

Allen and Elizabeth Shevach  
10531 Bellagio Drive  
Ft. Myers, FL 33913

James Johnson  
8227 Regents Court  
University Park, FL 34201

Larry Antonucci  
13031 McGregor Blvd.  
Ft. Myers, FL 33919

William Johnson  
13691 Metropolitan Pkwy. #250  
Ft. Myers, FL 33912

Paul Joslyn  
618 Traverse  
Ft. Myers, FL 33919

Tim Lewis  
1430 Royal Palm Square Blvd. #102  
Ft. Myers, FL 33919

David Brown  
13031 McGregor Blvd.  
Ft. Myers, FL 33919

Mario Lopez  
263 George Rd.  
Pt. Charlotte, FL 33952

Laboda, Hogan, Streater Trustees  
Fbo Gerald Laboda  
5285 Summerlin #101  
Ft. Myers, FL 33919

Robert Pascotto  
6910 Old Whiskey Creek Drive  
Ft. Myers, FL 33919

Warren and Gloria Hagen  
9371 Triana Terrace #4  
Ft. Myers, FL 33912

Quinnon Purvis  
128 Lenox Drive  
Martinez, GA 30907

Linda Hagen  
P. O. Box 1179  
Blowing Rock, NC 28605

Harvey Tritel  
93 Hanlon Mountain Road  
Leicester, NC 28748-6301

Joseph Walker  
1205 Lynwood Avenue  
Ft. Myers, FL 33901

Surgical Specialists of SW FL PA MPPP  
FBO J. S. Hagen  
C/O R. D. Stewart  
P. O. Box 308  
Ft. Myers, FL 33902

TA Trust #2  
C/O Warren Hagen  
9371 Triana Terrace #4  
Ft. Myers, FL 33912

Surgical Specialists of SW FL PA MPPP  
FBO W. E. Hagen  
C/O R. D. Stewart  
P. O. Box 308  
Ft. Myers, FL 33902

Surgical Specialists of SW FL PA MPPP  
FBO B. C. Bacon  
C/O R. D. Stewart  
P. O. Box 308  
Ft. Myers, FL 33902

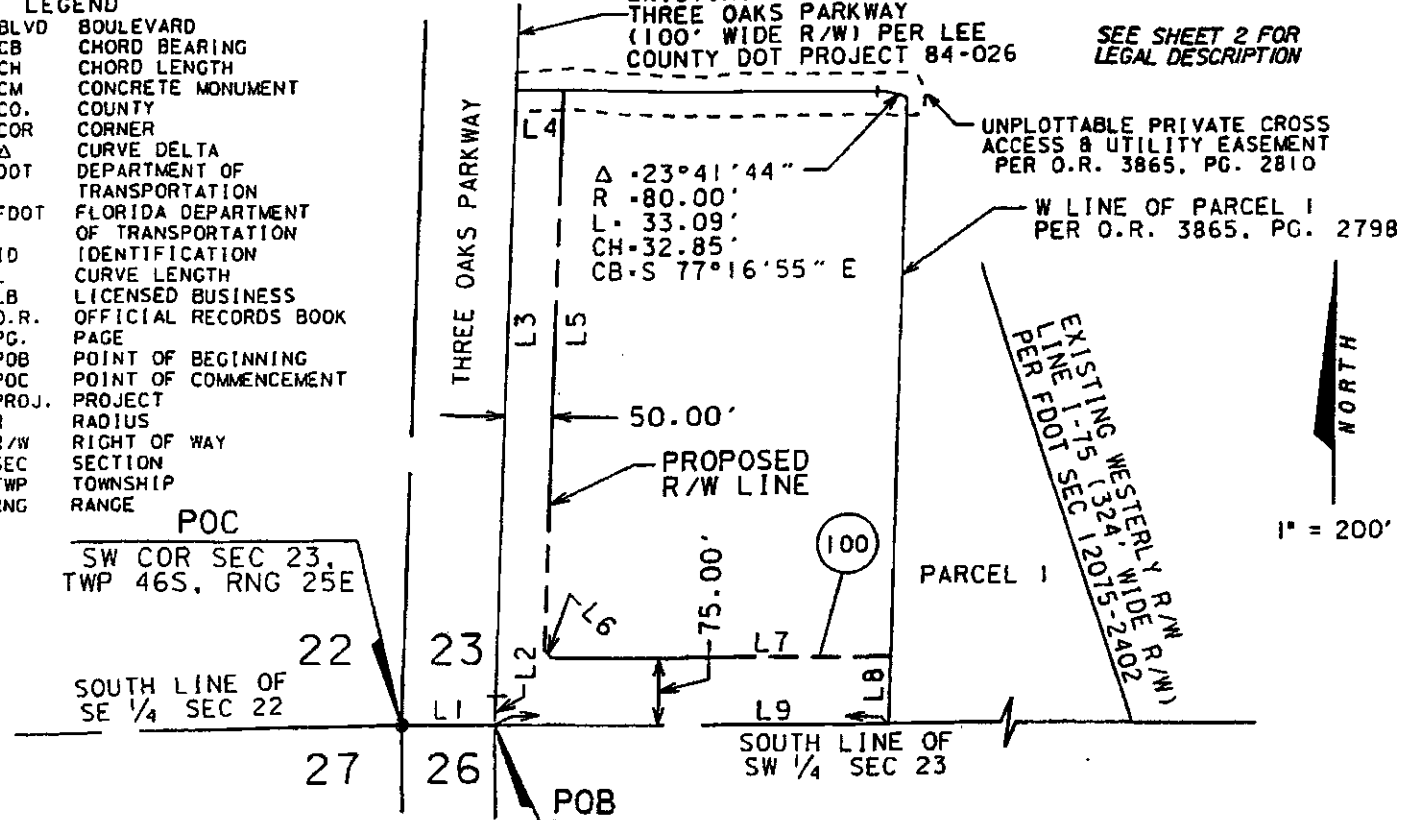
Surgical Specialists of SW FL PA MPPP  
FBO M. J. Sweeney  
C/O R. D. Stewart  
P. O. Box 308  
Ft. Myers, FL 33902

Diane W. Geater  
141 Middle Gulf Drive #P305  
Sanibel, FL 33957

SECTION 23, TOWNSHIP 46 SOUTH, RANGE 25 EAST,  
LEE COUNTY, FLORIDA

This sketch is NOT a survey.

- LEGEND**
- BLVD BOULEVARD
  - CB CHORD BEARING
  - CH CHORD LENGTH
  - CM CONCRETE MONUMENT
  - CO. COUNTY
  - COR CORNER
  - Δ CURVE DELTA
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  - R/W RIGHT OF WAY
  - SEC SECTION
  - TWP TOWNSHIP
  - RNG RANGE



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PARCEL NUMBER: 100  
PROPERTY OWNER: R.O. RICHARDS, III, TRUSTEE  
REFERENCE: OFFICAL RECORDS BOOK 2700, PAGE 961 & OFFICIAL RECORDS BOOK 3087, PAGE 2451  
STRAP NUMBER: 23-46-25-00-00001.1000  
AREA OF TAKE: 1.445 ACRES  
AREA OF REMAINDER: 5.311 ACRES

**SURVEY NOTES**

1. Reproductions of this sketch are not valid unless sealed with an embossed Surveyor's Seal.
2. The sketch shown hereon is for graphic representation only and does not represent a boundary survey.
3. Corner monuments were not set in conjunction with the preparation of this drawing.
4. Legal description prepared by PBS&J.
5. Bearings shown hereon are based on the South line of the SW 1/4 of Sec 23, Twp 46S, Rng 25E, being S 89°45'10" E.

**SKETCH AND LEGAL DESCRIPTION**  
KORESHAN BLVD LEE CO. PROJ • 5021  
PARCEL 100 TAKE

|                        |                             |
|------------------------|-----------------------------|
| JOB NO. 100806.08 0300 | DATE 11-18-03               |
| FIELD BOOK             | REV. ADDED EASEMENT 4/01/04 |
| SCALE, 1" = 200'       | REV. REV LINE L1 4/13/04    |
| DRAWN BY: RM           | CHECKED BY: OCS             |

We hereby certify that the attached "Sketch and Legal Description" is true and correct to the best of our knowledge and belief as recently prepared under our direction and that this sketch meets the intent of the minimum technical standards for surveying pursuant to Section 472.027, Florida Statutes and Chapter 61G17-6, Florida Administrative Code.

*Orris Clark Sartor*  
PBS&J LB 24

**ORRIS CLARK SARTOR**  
PROFESSIONAL LAND SURVEYOR -2685  
STATE OF FLORIDA



ENGINEERS, PLANNERS & SURVEYORS  
5300 WEST CYPRESS STREET, SUITE 300  
TAMPA, FLORIDA 33607  
LB 24 (813)-282-7275

SHEET 1 OF 2

KORESHAN BLVD  
LEE CO. PROJ. • 5021  
PARCEL NUMBER: 100  
PROPERTY OWNER: R.O. RICHARDS, III, TRUSTEE  
REFERENCE: OFFICAL RECORDS BOOK 2700, PAGE 961  
& OFFICIAL RECORDS BOOK 3087, PAGE 2451  
STRAP NUMBER: 23-46-25-00-00001.1000  
AREA OF TAKE: 1.445 ACRES  
AREA OF REMAINDER: 5.311 ACRES

Exhibit "A"

Page 2 of 2

LEGAL DESCRIPTION

A parcel of land lying in the Southwest  $\frac{1}{4}$  of Section 23, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCE at the Southwest corner of Section 23, Township 46 South, Range 25 East, Lee County, Florida; thence along the South line of the Southwest  $\frac{1}{4}$  of said Section 23, S 89°45'10" E for 100.04 feet to the POINT OF BEGINNING; said point being a point of intersection with the existing East right of way line of Three Oaks Parkway (a 100 foot wide right of way) per Lee County Department of Transportation Project 84-026; thence along said existing East right of way line for the following two (2) courses: (1) N 01°18'01" W for 0.80 feet; (2) N 00°52'48" E for 702.24 feet; thence S 89°07'55" E for 50.00 feet to an intersection with a line that is 50.00 feet Easterly of and parallel with the East right of way line of said Three Oaks Parkway; thence along the last described parallel line, S 00°52'48" W for 619.28 feet; thence S 44°17'43" E for 11.52 feet to an intersection with a line that is 75.00 feet North of and parallel with the South line of the Southwest  $\frac{1}{4}$  of said Section 23; thence along the last described parallel line, S 89°45'10" E for 361.88 feet to the West line of a parcel of land known as Parcel 1 per Official Records Book 3865, Page 2798 of the Public Records of Lee County, Florida; thence along the last described West line S 00°52'48" W for 75.00 feet to an intersection with the South line of the Southwest  $\frac{1}{4}$  of said Section 23; thence along the last described South line, N 89°45'10" W for 420.02 feet to the POINT OF BEGINNING.

Containing 1.445 acres, more or less.

DRAWN BY: RM

CHECKED BY: OCS



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5300 WEST CYPRESS STREET, SUITE 300  
TAMPA, FLORIDA 33607  
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SHEET 2 OF 2

SEE SHEET 1 FOR SKETCH

DD\$MON\$YEAR\$HRMIN

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**Division of County Lands****Ownership and Easement Search**

Search No. 23-46-25-00-00001.1000

Date: July 26, 2005

Parcel: 100

Project: Estero Parkway, Project 5021

To: Teresa L. Mann SRWA  
Property Acquisition AgentFrom: Kenneth Pitt *Km*  
Real Estate Title Examiner

STRAP: 23-46-25-00-00001.1000

Effective Date: June 20, 2005, at 5:00 p.m.

**Subject Property:** Commence at the SW corner of Section 23, Township 46 South, Range 25 East, Lee County, Florida, thence run S 89° 44' 25" East for a distance of 100.04 feet to a point on the Easterly right of way line of Three Oaks Parkway and the Point of Beginning; thence run S 89° 44' 25" East along the South line of said SW ¼ 420.04 feet; thence run N 00° 52' 52" E for 691.74 feet to a point on a circular curve concave Southerly whose radius point bears S 24° 34' 48" West a distance of 80 feet; thence run Westerly along the arc of said curve to the left having a radius of 80.00 feet, through a central angle of 23° 41' 56", subtended chord of 32.85 feet at a bearing of North 77° 16' 10" W for a distance of 33.09 feet to the end of said curve; thence run N 89° 07' 08" W for a distance of 387.85 feet to a point on the Easterly line of said Three Oaks Parkway; thence run S 00° 52' 52" W along said Easterly right of way line for a distance of 702.22 feet to the Point of Beginning.

Title to the subject property is vested in the following:

**R. Q. Richards, III, Trustee, pursuant to land trust agreement known as 55.14 Corlico Parkway Trust, dated November 1, 1988.**

By that certain instrument dated April 29, 1996, recorded April 29, 1996, in Official Record Book 2700 Page 961, Public Records of Lee County, Florida.

**Easements: 1): Subject to a Waterline Easement, recorded in Official Record Book 1698 Page 3422, Public Records of Lee County, Florida.**

**2): Subject to a Roadway Easement conveyed to Lee County, recorded in Official Record Book 1739 Page 775, Public Records of Lee County, Florida.**

**3): Subject to a Cross Access and Utility Easement Agreement, recorded in Official Record Book 3865 Page 2810, Public Records of Lee County, Florida.**

**4): Subject to a Drainage Easement Agreement, recorded in Official Record Book 3865 Page 2821, Public Records of Lee County, Florida.**

**Note 1): Subject property is not encumbered by a mortgage found of record.**

**Division of County Lands****Ownership and Easement Search**

Search No. 23-46-25-00-00001.1000

Date: July 26, 2005

Parcel: 100

Project: Estero Parkway, Project 5021

**Note 2): Subject to a Final Judgment Incorporating Drainage District, recorded in Official Record Book 787 Page 82, which District (Estero Water Management District) was later dissolved by court order recorded in Official Record Book 1172 Page 486, Public Records of Lee County, Florida.**

**Note 3): Subject to a Resolution No. 85-9-130, creating the Corlico Parkway M.S.B.U., recorded in Official Record Book 1812 Page 3507, Public Records of Lee County, Florida.**

**Note 4): Subject to Resolution No. 86-8-5, relating to the Corlico Parkway M.S.B.U., recorded in Official Record Book 1865 Page 2016, Public Records of Lee County, Florida.**

**Note 5): Subject to Resolution Number Z-86-169, which relates to the rezoning for a project known as Corlico Village, recorded in Official Record Book 1902 Page 3666, Public Records of Lee County, Florida.**

**Note 6): Subject to Covenants of Unified Control recorded in Official Record Book 2038 Page 4184 and Official Record Book 2385 Page 2352, Public Records of Lee County, Florida. All Covenants of Unified Control were later released and terminated by the adoption of amendments by the Board of County Commissioners to the Lee County Land Development Code, recorded in Official Record Book 4449 Page 1778, 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): Alico, Inc., reserved an undivided ½ interest in and to all oil, gas, phosphate and other minerals, in a recital contained in a deed recorded in Official Record Book 1281 Page 2122, Public Records of Lee County, Florida.**

**Note 9): Alico, Inc., reserved a right of way for ingress and egress, 60 feet in width along the West boundary of the SW ¼ of Section 23, in a recital contained in a deed recorded in Official Record Book 1281 Page 2122, Public Records of Lee County, Florida.**

**Note 10): Subject to a Notice of Vacated Master Concept Plan, recorded in Official Record Book 2321 Page 4648, Public Records of Lee County, Florida.**



## Division of County Lands

## Ownership and Easement Search

Search No. 23-46-25-00-00001.1000

Date: July 26, 2005

Parcel: 100

Project: Estero Parkway, Project 5021

**Tax Status: \$11,114.51 paid on 4-12-05 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.**



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# Maxwell & Hendry

Valuation Services, Inc.

Real Estate Appraisers - Consultants

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PRESIDENT

**W. Michael Maxwell, MAI, SRA**  
State-Certified General  
Appraiser, RZ 55

VICE-PRESIDENT

**Gerald A. Hendry, MAI**  
State-Certified General  
Appraiser, RZ 2245

ASSOCIATES

**William E. Mcnnis**  
State-Certified General  
Appraiser, RZ 2232

**Timothy D. Rieckhoff**  
State-Certified General  
Appraiser, RZ 2261

**Andrea R. Terregrossa**  
Registered Trainee  
Appraiser, RI 10787

**Matthew H. Caldwell**  
Registered Trainee  
Appraiser, RI 9277

**Matthew S. Simmons**  
Registered Trainee  
Appraiser, RI 12369

**Scott H. Simmons**  
Registered Trainee  
Appraiser, RI 13108

12600-1 World Plaza Lane, Building #63  
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**Residential**  
Phone: (239) 333-1060  
Fax: (239) 333-1066  
E-mail: residential@maxwellhendry.com

23 August 2005

Lee County Board of County Commissioners  
Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Attention: Ms. Teresa Mann  
Property Acquisitions Agent

Re: Appraisal of partial taking for Koreshan Boulevard/ Estero Parkway Extension,  
Project No. 5021, Parcel 100 (R.Q. Richards, III, Trustee), in Section 23-46-25,  
Lee County, Florida

Dear Ms. Mann:

As you requested, an inspection and analysis have been made of the above property, which is legally described in the attached appraisal report. The purpose of this assignment is to estimate the market value of the undivided fee simple interest in the land as if free and clear of all liens, mortgages, encumbrances, and/or encroachments, except as amended in the body of this report. This appraisal is a complete appraisal in restricted use report format.

Market value for this purpose is understood to be 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, knowledgeably and assuming the price is not affected by undue stimulus. The full definition of market value is located within the body of this report.

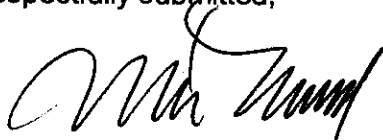
As per the Uniform Standards of Professional Appraisal Practice (USPAP), there are three report writing options. These options would include either a self-contained report format, summary report, or restricted use report. A restricted use report format has been requested and will be used for this appraisal. A restricted use report is limited to the use of the client only. Any third party user is an unintended user. Additional information may be needed in order to properly understand all facets of the restricted use report. In this case, the subject property consists of vacant land and as such only the Sales Comparison Approach was utilized and is applicable. The Cost and Income Approaches to Value do not apply in the valuation of vacant lands.

The function or intended use of this report is understood to be for use as a basis of value for the acquisition of a portion of the subject property for purposes of extending Koreshan Boulevard/Estero Parkway from Three Oaks Parkway to Ben Hill Griffin Parkway and widening Three Oaks parkway from two lanes to four lanes. The proposed taking consists of the southerly 75' and the westerly 50' of the parent tract of 6.756 acres (294,291 square feet). This complete appraisal in restricted use format has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice. The subject property was last inspected on 5 August 2005 by Mrs. Andrea Terregrossa, Registered Trainee Appraiser. Mr. W. Michael Maxwell, MAI, SRA has made a subsequent inspection of the property. Our compensation in this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the obtainment of a stipulated result, or the occurrence of a subsequent event. In addition to the Assumptions and Limiting Conditions as contained in the Addenda to this report, this appraisal is made subject to the Extraordinary Assumptions as outlined on the Executive Summary on the following pages.

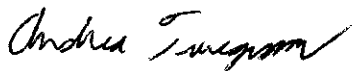
By reason of our investigation and analysis, data contained in this report, our experience in the real estate appraisal business, and the Extraordinary Assumptions contained herein, it is our opinion that the just compensation due the property owner, as of 5 August 2005, is:

**SIX HUNDRED TWENTY NINE THOUSAND FOUR HUNDRED FORTY DOLLARS.....**  
.....(**\$629,440.00**)

Respectfully submitted,



W. Michael Maxwell, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055



Andrea Terregrossa  
Registered Trainee Appraiser  
License Number RI10787



W. MICHAEL MAXWELL, MAI, SRA  
GERALD A. HENDRY, MAI

## EXECUTIVE SUMMARY

**OWNER OF RECORD:** R.Q. Richards, III, Trustee, as per the Lee County Property Appraiser records.

**LOCATION:** The subject property is located at the northeast corner of Three Oaks Parkway and Koreshan Boulevard/Estero Parkway in Section 23-46-25, Lee County, Florida. The subject property has an address of 19701 Three Oaks Parkway, Fort Myers, Florida 33912.

**LAND AREA:** The subject property consists of 6.756 acres (294,291 square feet), as per the information provided by Lee County, Division of County Lands. A survey indicating the exact size and dimensions of the site was not provided. The proposed taking is the southerly 75' and the westerly 50' of the parent tract. The take area will total 62,944 square feet, which is 1.445 acres. The remainder tract size is 5.311 acres (231,347 square feet). This report is subject to surveys for the parent tract, take, and remainder parcels.

**IMPROVEMENTS:** None.

**ZONING/LAND USE:** The subject property is currently zoned CPD, which is a Commercial Planned Development zoning classification. The subject property is designated for Urban Community Land Use. The subject property is part of the Corlico Villages DRI, which allows development of a retail building.

**HIGHEST AND BEST USE  
(Before Take):** Commercial Development

**HIGHEST AND BEST USE  
(After Take):** Commercial Development

**MARKET VALUE  
BEFORE TAKE:** \$2,942,910

**VALUE OF PART TAKEN:** \$ 629,440

**REMAINDER VALUE AS  
PART OF WHOLE:** \$2,313,470

**REMAINDER VALUE  
AFTER TAKE:** \$2,313,470

**SEVERANCE DAMAGES:** \$ 0

**AMOUNT DUE OWNER:** \$ 629,440

**INTEREST APPRAISED:** Fee Simple  
**DATE OF VALUATION:** 5 August 2005  
**DATE OF REPORT:** 23 August 2005  
**APPRAISERS:** W. Michael Maxwell, MAI, SRA  
Andrea Terregrossa, Registered Trainee Appraiser

**EXTRAORDINARY  
ASSUMPTIONS:**

As mentioned previously, this report is subject to receipt of a survey depicting the exact size of the parent tract, take, and remainder parcels. This report is also subject to exact legal descriptions. This appraisal also assumes that there are no substantial grade changes or new improvements within the take area which will necessitate additional costs for connecting the subject property to the widened Three Oaks Parkway. There is a cross access and utility easement located at the northern end of the subject property. This easement has been taken into consideration when determining the market value of the parent tract.

# 5-Year Sales History

Strap No. 23-46-25-00-00001.1000

Parcel 100

Estero Parkway Extension Project No. 5021

| Grantor | Grantee | Price | Date | Arms Length<br>Y/N |
|---------|---------|-------|------|--------------------|
|         |         |       |      |                    |

**NO SALES in PAST 5 YEARS**