

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20031375

1. **REQUESTED MOTION:**

**ACTION REQUESTED:**

Authorize: (1) approval of Purchase Agreement for acquisition of Parcel 104 for the Three Oaks Parkway Widening Project No. 4081; (2) Chairman, on behalf of the Board, to sign the Purchase Agreement; (3) payment of costs and fees to close; (4) Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**WHY ACTION IS NECESSARY:** The Board must accept all real estate conveyances to Lee County

**WHAT ACTION ACCOMPLISHES:** Acquires the property during the voluntary phase of the project, thereby the Board avoids the need to exercise its power of Eminent Domain at a future date.

2. **DEPARTMENTAL CATEGORY:** 06

**COMMISSION DISTRICT #:** 5

*C6C*

3. **MEETING DATE:**

*12-09-2003*

4. **AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. **REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE FS 125
  - ORDINANCE
  - ADMIN.
  - OTHER

6. **REQUESTOR OF INFORMATION**

- A. COMMISSIONER
  - B. DEPARTMENT *Independent*
  - C. DIVISION *County Lands*
- BY: *Karen L. W. Forsyth, Director*

7. **BACKGROUND:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee

**Property Details**

**Owner:** Southern Homes of Estero, LLC  
**Address:** 12900 SW 128<sup>th</sup> Street, Suite 100, Miami, FL 33186  
**STRAP No.:** 26-46-25-00-00001.5000

**Purchase Details**

**Purchase Price:** \$64,215.00  
**Costs to Close:** \$2,400.00

**Appraisal Information**

**Company:** W. Michael Maxwell & Associates, Inc.  
**Appraised Value:** \$64,224.00

**Staff Recommendation:** The Board approve the Requested Motion.

**Account:** 20408118804.506110

**Attachments:** Purchase Agreement, Affidavit of Interest, Title Data, Appraisal, 5-Year Sales History

8. **MANAGEMENT RECOMMENDATIONS:**

9. **RECOMMENDED APPROVAL:**

A	B	C	D	E	F				G
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager
<i>K. Forsyth</i>			<i>DAD 11/18/03</i>	<i>John D. Forsyth 11-21-03</i>	<i>11/24/03</i>				
					OA	OM	RISK	GC	
					<i>11/24/03</i>	<i>11/24/03</i>	<i>11/24/03</i>	<i>11/24/03</i>	<i>HS 11-24-03</i>

10. **COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: *11/22/03*  
 Time: *3:00 PM*  
 Forwarded To:  
*Co. Admin.*  
*11/21/03 10AM*

RECEIVED BY  
 COUNTY ADMIN: *END*  
*11/21/03*  
 COUNTY ADMIN  
 FORWARDED TO:  
*11/24/03*

This document prepared by

Lee County  
County Lands Division  
Project: Three Oaks Parkway Widening, Project No. 4081  
Parcel: 104  
STRAP No.: 26-46-25-00-00001.5000

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 30 day of October, 2003 by and between ~~Southern Builders of South Florida, Inc.~~ ~~\*, \*~~ a Florida corporation, hereinafter referred to as SELLER, whose address is 12900 SW 128<sup>th</sup> Street, Suite 100, Miami, FL 33186 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 31.081 square feet or .7135 acres more or less, and located at HDR Gardens of Estero, Three Oaks Parkway and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Three Oaks Parkway Widening, Project No. 4081, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Sixty Four Thousand Two Hundred Fifteen and no/100 (\$64,215.00), payable at closing by County Warrant.

\*\* SOUTHERN HOMES OF ESTERO, LLC.



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 "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.

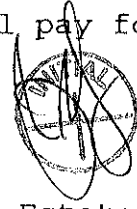


5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (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) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER'S attorney fees, if any.

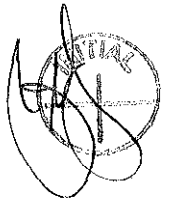
6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).
- (c) Owner's Title Insurance Policy



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.

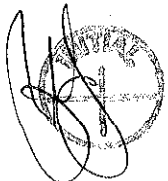
8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt 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 the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations 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 hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. 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.



to the best of its knowledge  
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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 6 of 6



WITNESSES:

*[Handwritten signature]*

1<sup>st</sup> Witness

*[Handwritten signature]*

Printed Name of 1<sup>st</sup> Witness

*[Handwritten signature]*

2<sup>nd</sup> Witness

*[Handwritten signature]*

Printed Name of 2<sup>nd</sup> Witness

SELLER: ~~Southern Builders of South Florida, Inc.~~

*[Handwritten signature]*

Southern Homes of Estero, L.L.C.

By: \_\_\_\_\_

(DATE)

Southern Homes of Broward, Inc. Manager

Hector Garcia

Printed Name

Title: President

CORPORATE SEAL

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_

DEPUTY CLERK

(DATE)

BY: \_\_\_\_\_

CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY

(DATE)

SPECIAL CONDITIONS

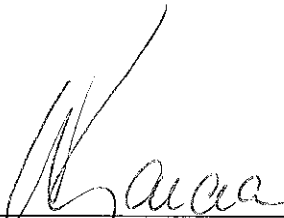
Buyer: Lee County  
Seller: Southern Homes of Estero, LLC  
Parcel: 104  
STRAP No: 26-46-25-00-00001.5000

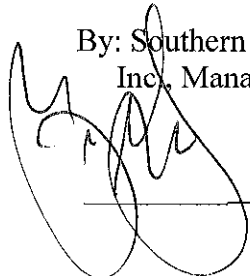
Paragraph 15: Real Estate Brokers, is amended to read as follows:

BUYER and SELLER represent and warrant to the other that no broker or finder has been engaged by BUYER or SELLER with respect to this transaction. SELLER and BUYER (to the extent allowable pursuant to Florida Statutes Section 768.28) agree to indemnify and hold each other harmless from any and all claims for any other brokerage fees or similar commissions asserted by brokers or finders claiming by, through or under the indemnifying party. Notwithstanding anything to the contrary set forth, in this Contract, the provisions of this Section shall survive the Closing or earlier termination of this Contract as expressly provided herein.

WITNESSES:

SELLER: Southern Homes of Estero, LLC,  
a Florida Limited liability company

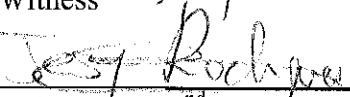
  
\_\_\_\_\_  
1<sup>st</sup> Witness

By:   
\_\_\_\_\_  
(DATE)

  
\_\_\_\_\_  
Printed Name of 1<sup>st</sup> Witness

Hector Garcia  
\_\_\_\_\_  
Printed Name

Title: President

2<sup>nd</sup> Witness Jeszy Rodriguez  
  
\_\_\_\_\_  
Printed Name of 2<sup>nd</sup> Witness

CORPORATE SEAL

CHARLIE GREEN, CLERK

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

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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



# Exhibit "A"

Page 1 of 2

**PARCEL 104**

A portion of the lands described in Official Record Book 1940, Page 632, lying in Section 26, Township 46 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the southwest corner of said Section 26, Township 46 South, Range 25 East, said point being a 3"x 3" concrete monument; thence N 89°43'11" E along the south line of said Section 26, 70.65 feet to survey base line station 113+08.25 of Three Oaks Parkway per Lee County Project No. CN-02-06 (Three Oaks Parkway Project Right of Way Maps); thence continue N 89°43'11" E along the south line of said Section 26, 50.01 feet to the east right of way line of Three Oaks Parkway per Lee County Department of Transportation Corlico Parkway project 84-026; thence departing the south line of said Section 26, N 01°18'25" W, along said east right of way line 30.45 feet; thence N 03°18'25" W along said east right of way line 593.09 feet; thence N 01°18'46" W along said east right of way line 559.11 feet to the south line of the lands described in Official Record Book 1940, page 632, Public Records of Lee County, Florida said point lying N 89°56'46" E, 50.01 feet from station 124+91.10 of Three Oaks Parkway and the POINT OF BEGINNING; thence continue N 01°18'46" W along said east right of way line 621.65 feet to a point on the north line of the lands described in Official Record Book 1940, Page 632, Public Records of Lee County, Florida said point being N 89°56'46" E, 50.01 feet right of station 131+12.75; thence N 89°56'46" E along said north line 50.01 feet; thence S 01°18'46" E 621.65 feet to a point on the south line of the lands described in Official Record Book 1940, Page 632, Public Records of Lee County, Florida; thence S 89°56'46" W, along said south line 50.01 feet to the east right of way line of Three Oaks Parkway and the POINT OF BEGINNING.

Said lands contain 31,081 square feet, more or less.

**NOTE:**  
BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF THREE OAKS PARKWAY HAVING A BEARING OF N 01°18'46" W FROM P.I. STATION 119+30.02 BEING A SET PARKER-KALON NAIL AND DISK "LB 3114" TO P.I. STATION 139+58.34 BEING A SET 5/8" IRON ROD WITH CAP "LB 3114".

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

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

*Bob Potter* 9/8/2003  
DATE  
BOB POTTER, P.E.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5888

AIM Engineering & Surveying, Inc.



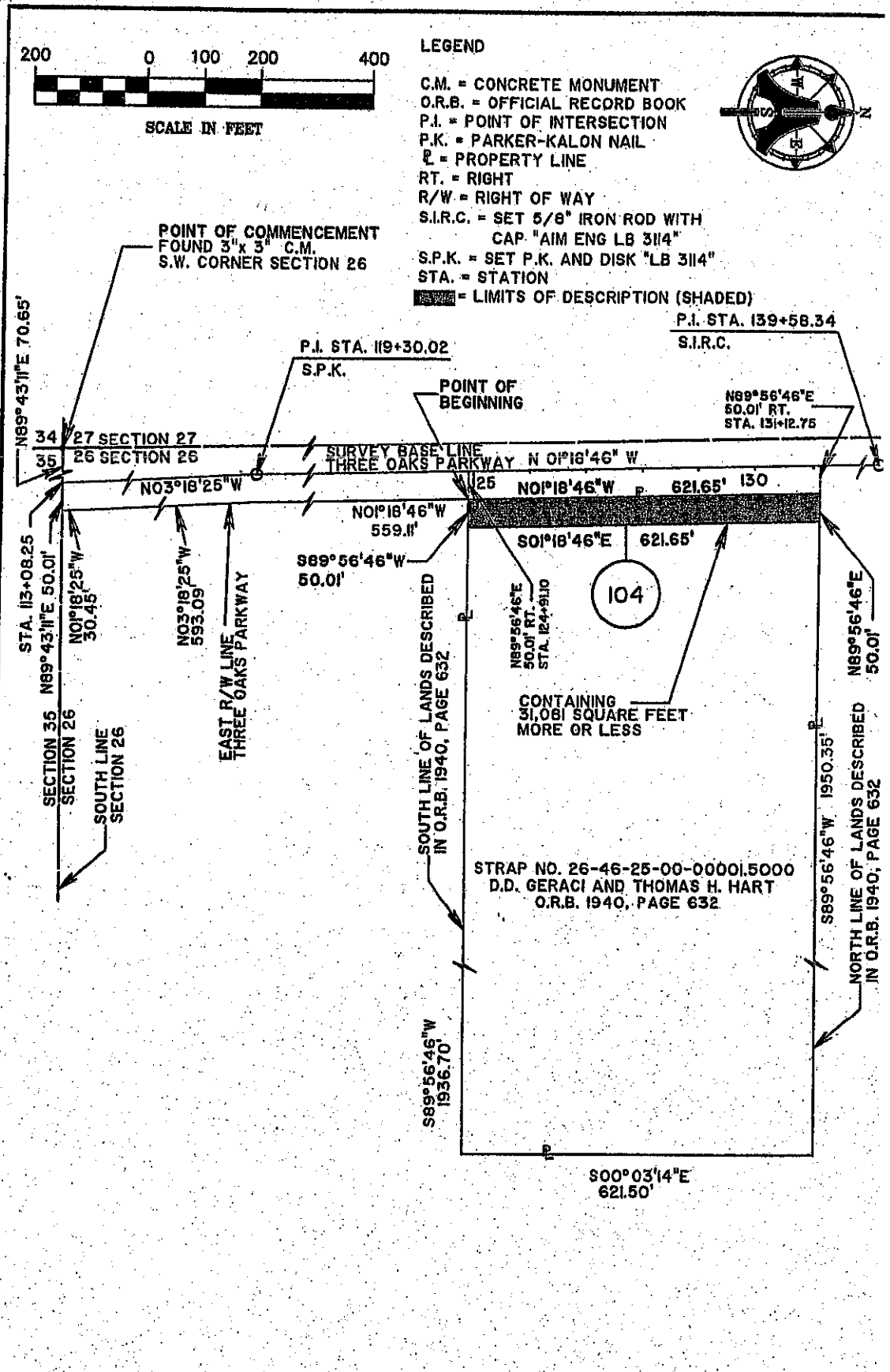
5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
239/332-4869  
FX:239/332-8734

Licensed Business Number 3114

**THIS IS NOT A SURVEY**

**SHEET 1 OF 2**

PROJECT NUMBER: 02-8240	DESCRIPTION: THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06	LEGAL AND SKETCH PARCEL 104	
DRAWN BY: LWC	CLIENT: LEE COUNTY		
DATE: 9/8/03	SEC-TWP-RGE: 26-48S-25E	FILE: 8240-104	COUNTY: LEE COUNTY



**AIM Engineering & Surveying, Inc.**  
 5300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 239/332-4569  
 FX:239/332-8734  
 Licensed Business Number 3114

**THIS IS NOT A SURVEY SHEET 2 OF 2**

PROJECT NUMBER: 02-8240	DESCRIPTION: LEGAL AND SKETCH PARCEL 104 THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06
DRAWN BY: LWG	CLIENT: LEE COUNTY
DATE: 9/8/03	REC-TWP-ROE: 26-46S-25E
FILE: 8240-104	COUNTY: LEE COUNTY

Parcel: 104  
STRAP: 26-46-25-00-00001.5000  
Project: Three Oaks Parkway Widening, Project No. 4081

**AFFIDAVIT OF INTEREST IN REAL PROPERTY**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 30 day of October 2003, 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:

Southern Homes of Estero, LLC., 12900 SW 128<sup>th</sup> Street, Suite 200, Miami, Florida 33186.

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. Southern Builders of South Florida Inc. - Member
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as: 26-46-25-00-00001.5000  
SEE EXHIBIT "A"

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

[Signature]  
Witness Signature

WGARCIA

[Signature]  
Witness Signature

Jesey Rodriguez  
Printed Name

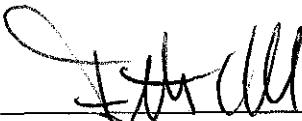
[Signature]  
Signature of Affiant

**Hector Garcia, President of Southern  
Homes of Broward, Inc., Manager of  
SOUTHERN HOMES OF ESTERO LLC**

Affidavit of Interest in Real Property  
Parcel: 105  
STRAP: 26-46-25-00-00001.5000  
Project: Three Oaks Parkway Widening, Project No. 4081

STATE OF FLORIDA            )  
  )  
COUNTY OF MIAMI-DADE    )

SWORN TO AND SUBSCRIBED before me this 30<sup>TH</sup> day of October 2003, by **HECTOR GARCIA**, President of **SOUTHERN HOMES OF BROWARD, INC.**, MANAGER OF **SOUTHERN HOMES OF ESTERO LLC.**, a Florida Limited Liability Company, a company, on behalf of the company.

  
\_\_\_\_\_  
(Notary Signature)

(SEAL)



Esther C Gutierrez  
My Commission DD167492  
Expires November 24, 2006

\_\_\_\_\_  
(Print, type of stamp name)

Personally known \_\_\_\_\_  
Or produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

# Exhibit "A"

Page 1 of 2

**PARCEL 104**

A portion of the lands described in Official Record Book 1940, Page 632, lying in Section 26, Township 46 South, Range 26 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the southwest corner of said Section 26, Township 46 South, Range 26 East, said point being a 3"x 3" concrete monument; thence N 89°43'11" E along the south line of said Section 26, 70.65 feet to survey base line station 113+08.25 of Three Oaks Parkway per Lee County Project No. CN-02-06 (Three Oaks Parkway Project Right of Way Maps); thence continue N 89°43'11" E along the south line of said Section 26, 50.01 feet to the east right of way line of Three Oaks Parkway per Lee County Department of Transportation Corlico Parkway project 94-026; thence departing the south line of said Section 26; N 01°18'25" W, along said east right of way line 30.45 feet; thence N 03°18'25" W along said east right of way line 593.09 feet; thence N 01°18'46" W along said east right of way line 559.11 feet to the south line of the lands described in Official Record Book 1940, page 632, Public Records of Lee County, Florida said point lying N 89°56'46" E, 50.01 feet from station 124+91.10 of Three Oaks Parkway and the POINT OF BEGINNING; thence continue N 01°18'46" W along said east right of way line 621.65 feet to a point on the north line of the lands described in Official Record Book 1940, Page 632, Public Records of Lee County, Florida said point being N 89°56'46" E, 50.01 feet right of station 131+12.75; thence N 89°56'46" E along said north line 50.01 feet; thence S 01°18'46" E 621.65 feet to a point on the south line of the lands described in Official Record Book 1940, Page 632, Public Records of Lee County, Florida; thence S 89°56'46" W, along said south line 50.01 feet to the east right of way line of Three Oaks Parkway and the POINT OF BEGINNING.

Said lands contain 31,081 square feet, more or less.

**NOTE:**  
BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF THREE OAKS PARKWAY HAVING A BEARING OF N 01°18'46" W FROM P.I. STATION 119+30.02 BEING A SET PARKER-KALON NAIL AND DISK "LB 3114" TO P.I. STATION 139+56.34 BEING A SET 5/8" IRON ROD WITH CAP "LB 3114".

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

**AIM Engineering & Surveying, Inc.**



5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
239/532-4669  
FX:239/532-6734

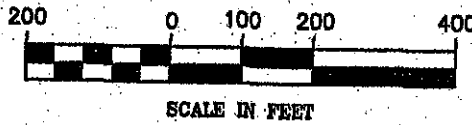
Licensed Business Number 3114

PREPARED BY  
AIM ENGINEERING & SURVEYING, INC.

*[Signature]* 9/8/2003  
DATE  
BOB POTTER, P.E.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 6689

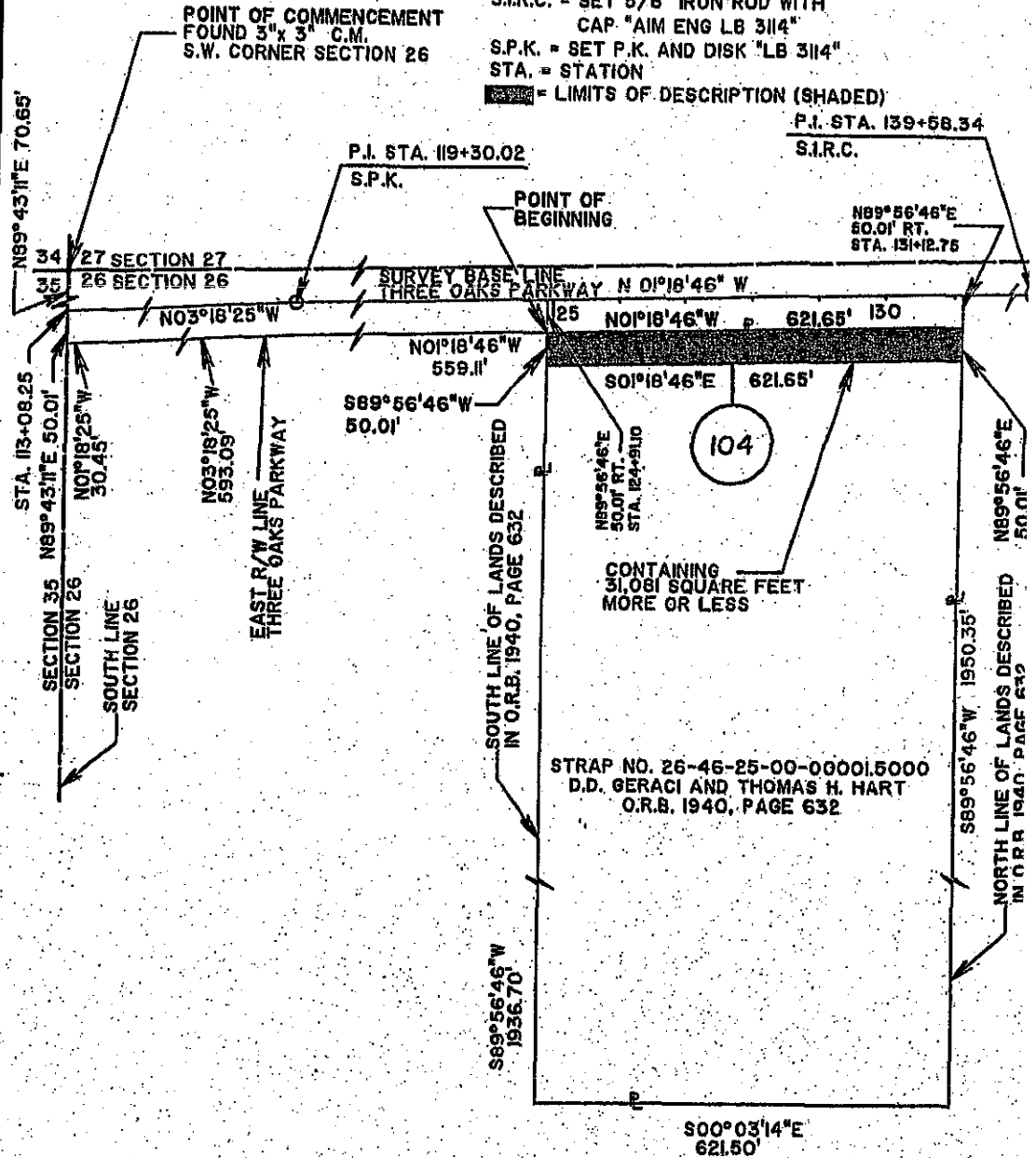
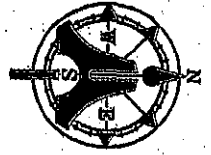
**THIS IS NOT A SURVEY SHEET 1 OF 2**

PROJECT NUMBER: 02-8240	DESCRIPTION: THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06	LEGAL AND SKETCH PARCEL 104
DRAWN BY: LWC	CLIENT: LEE COUNTY	
DATE: 9/8/03	REC-TITLE SHEET: 26-485-25E	FILE: 8240-104
		COUNTY: LEE COUNTY



LEGEND

- C.M. = CONCRETE MONUMENT
- O.R.B. = OFFICIAL RECORD BOOK
- P.I. = POINT OF INTERSECTION
- P.K. = PARKER-KALON NAIL
- ℙ = PROPERTY LINE
- RT. = RIGHT
- R/W = RIGHT OF WAY
- S.I.R.C. = SET 5/8" IRON ROD WITH CAP "AIM ENG LB 3114"
- S.P.K. = SET P.K. AND DISK "LB 3114"
- STA. = STATION
- [Shaded Area] = LIMITS OF DESCRIPTION (SHADED)



**AIM Engineering & Surveying, Inc.**  
 6300 LEE BLVD.  
 P.O. BOX 1235  
 LEHIGH ACRES  
 FLORIDA 33970  
 239/332-4569  
 FX:239/332-8734  
 Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 2 OF 2

PROJECT NUMBER: 02-8240	DESCRIPTION: LEGAL AND SKETCH PARCEL 104 THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-08
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 9/8/03	SEC-TWP-RGE 26-46S-25E
FILE: 8240-104	COUNTY: LEE COUNTY

**Division of County Lands**

**Second Updated In House Title Search**

Search No. 26-46-25-00-00001.5000

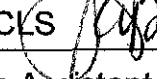
Date: November 18, 2003

Parcel: 104

Project: Three Oaks Parkway

Widening, Project 4081

To: Michael J. O'Hare, SRWA  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS   
Property Acquisition Assistant

STRAP: 26-46-25-00-00001.5000

An update has been requested of In House Title Search No. 22059, which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through October 21, 2003, at 5:00 p.m.

**Subject Property:** See attached Exhibit "A"

Title to the subject property is vested in the following:

***Southern Homes of Estero, LLC, a Florida limited liability company.***

by that certain instrument dated September 30, 2003, recorded October 8, 2003, in Official Record Book 4086, Pages 1210, 1212, 1214, 1215 and 1216, Public Records of Lee County, Florida.

**Subject to:**

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Right-of-Way Easement between Corkscrew Properties, Ltd. and Alico, Inc. together with reservation as recited on document recorded in Official Record Book 1281, Page 2119 and further assigned in Official Record Book 1289, Page 1116 and Official Record Book 1292, Page 152 all in the Public Records of Lee County, Florida.
3. Quit Claim Deed recorded in Official Record Book 1698, Page 3418 from Corkscrew Properties, Ltd. to Gulf Utility Company; conveyance of a Waterline Easement lying with Roadway easement deeded to Lee County in Official Record Book 1739, Page 777 and re-recorded in Official Record Book 1928, Page 1796, all in the Public Records of Lee County, Florida.
4. Resolution #85-9-130, dated September 24, 1985, recorded November 5, 1985 in Official Record Book 1812, Page 3507, Public Records of Lee County, Florida. Said resolution pertains to the Corlico Parkway M.S.B.U.

**Division of County Lands**

**Second Updated In House Title Search**

Search No. 26-46-25-00-00001.5000

Date: November 18, 2003

Parcel: 104

Project: Three Oaks Parkway

Widening, Project 4081

5. Mortgage executed by Southern Homes of Estero, LLC, a Florida limited liability company in favor of SunTrust Bank, dated September 30, 2003, recorded October 8, 2003, in Official Record Book 4086, Page 1221, Public Records of Lee County, Florida.
  
6. Assignment of Rents, Leases and Profits between Southern Homes of Estero, LLC, a Florida limited liability company and SunTrust Bank, recorded in Official Record Book 4086, Page 1239, Public Records of Lee County, Florida.
  
7. U.C.C. between Southern Homes of Estero, LLC and SunTrust Bank, recorded October 8, 2003 in Official Record Book 4086, Page 1246, Public Records of Lee County, Florida.

**Tax Status:** 2003 taxes are now due and payable.

*(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.**





**W. MICHAEL MAXWELL  
& ASSOCIATES, INC.**

APPRAISERS - CONSULTANTS

**W. MICHAEL MAXWELL, MAI, SRA**  
State-Certified General Appraiser  
Certification 0000055

**GERALD A. HENDRY, MAI**  
State-Certified General Appraiser  
Certification 0002245

2550 First Street  
Fort Myers, Florida 33901  
(239)-337-0555  
(239)-337-3747 - FAX

(e-mail)-appr@maxwellappraisal.com  
(web)-www.maxwellappraisal.com

ASSOCIATE APPRAISERS

**William E. McInnis**  
State-Certified General Appraiser  
Certification 0002232

**Timothy D. Rieckhoff**  
State-Certified General Appraiser  
Certification 0002261

**Jonathan P. Jaboor**  
State-Reg.Assist.R.E.Appraiser  
RI-0008853

13 May 2003

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

Attn: Mr. Michael O'Hare  
Property Acquisitions Agent

Re: Appraisal of parcel taking for Three Oaks Parkway  
widening, Parcel 104 (Geraci/Hart - Longwood Villas,  
RPD), in Section 26-46-25, Lee County, Florida

Dear Mr. O'Hare:

Pursuant to your request, an inspection and analysis have been made of the above property, which is legally described in the attached appraisal report, for the purpose of estimating the market value of the undivided fee simple interest in the land as if free and clear of liens, mortgages, encumbrances and/or encroachments except as amended in the body of this report. This appraisal report is a complete, summary appraisal report.

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.

As per the Uniform Standards of Professional Appraisal Practice (USPAP), the appraiser is given three report writing options. These options would include either a self-contained report format, summary report, or restricted use report. A summary report format has been requested and will be used for this appraisal. The only difference between the self-contained appraisal report and a summary appraisal report is the level of detail of presentation.

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 widening Three Oaks Parkway. The proposed taking consists of the westerly 50' of the parent tract of 28.03 acres. This summary appraisal report has been prepared in conformity with the Uniform Standards of Professional

Appraisal Practice. The subject property was last inspected on 6 May 2003 by Mr. W. Michael Maxwell, MAI, SRA. My 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.

By reason of my investigation and analysis, data contained in this report, and my experience in the real estate appraisal business, it is my opinion that the just compensation due the property owner, as of 6 May 2003, is:

**SIXTY FOUR THOUSAND TWO HUNDRED TWENTY FOUR DOLLARS.....(\$64,224.00)**

Respectfully submitted,



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



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

# 5-Year Sales History

Parcel No. 104

Three Oaks Parkway Widening Project,  
No. 4081

Grantor	Grantee	Price	Date	Arms Length Y/N
SJB Development, LLC, etal	Southern Homes of Estero, LLC	\$2,520,000 *	9/30/03	Y

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

\* 28.04 Acres @ \$90,000 Per Acre (Rounded) = \$2,520,000