

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

**Blue Sheet No. 20050339**

**1. ACTION REQUESTED/PURPOSE:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$290,000 for Parcels 208 and 211, Summerlin Road Widening, Project No. 6007, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

The Board must authorize the making of a binding offer to a property owner prior to initiation of condemnation proceedings.

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

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

<b>4. Departmental Category:</b> 6		<i>CLF</i>	<b>5. Meeting Date:</b> 03-29-2005
<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b> Commissioner _____ Department _____ Independent Division _____ County Lands <i>TLM</i> By: Karen L.W. Forsyth, Director <i>KLF</i>
	<input checked="" type="checkbox"/> Statute	73 & 125	
	<input type="checkbox"/> Ordinance	_____	
	<input type="checkbox"/> Admin. Code	_____	
	<input type="checkbox"/> Other	_____	

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

Interest to Acquire: Fee interest in 5.34 acres

Property Details:  
Owner: Bert L. Jenks and Barbara K. Craig, as tenants in common, each as to undivided 50% interest

Purchase Details:  
Binding Offer Amount: \$290,000

Appraisal Information:  
Company: Hanson Real Estate Advisors, Inc., by Woodward S. Hanson, MAI, CRE, CCIM  
Appraised Values: Parcel 208 - \$275,000 and Parcel 211 - \$15,000

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

Account: 20600718804.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Certificate of Value, 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>SAO 2/15/05 3/15/05</i>	<i>[Signature]</i>	<i>2/16/05</i>	<i>3/16/05</i>	<i>3/16/05</i>	<i>[Signature]</i>

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

Rec. by CoAtty  
 Date: 3/15/05  
 Time: 3:30  
 Forwarded To:  
 3/15/05 3pm

RECEIVED BY  
 COUNTY ADMIN: *[Signature]*  
 3-15-05  
 4:12pm. MP.  
 COUNTY ADMIN  
 FORWARDED TO: *[Signature]*  
 3/15/05  
 2pm

This document prepared by  
Lee County Division of County Lands  
Project: Summerlin Road Widening, #6007  
Parcels: 208 and 211  
STRAP Nos.: 11-45-24-00-00008.001A  
and 14-45-24-00-00001.1000

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 Bert L. Jenks and Barbara K. Craig, as tenants in common, each as to an undivided 50% interest, hereinafter referred to as SELLER, whose address is 5838 Pine Tree Drive, Sanibel, Florida 33957, 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 5.34 acres more or less, and located along Summerlin Road, 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 Summerlin Road Widening 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 Two Hundred Ninety Thousand and No/100 (\$290,000), 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:

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

WITNESSES:

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

SELLER:

\_\_\_\_\_  
Bert L. Jenks (DATE)

SELLER:

\_\_\_\_\_  
Barbara K. Craig (DATE)

CHARLIE GREEN, CLERK

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

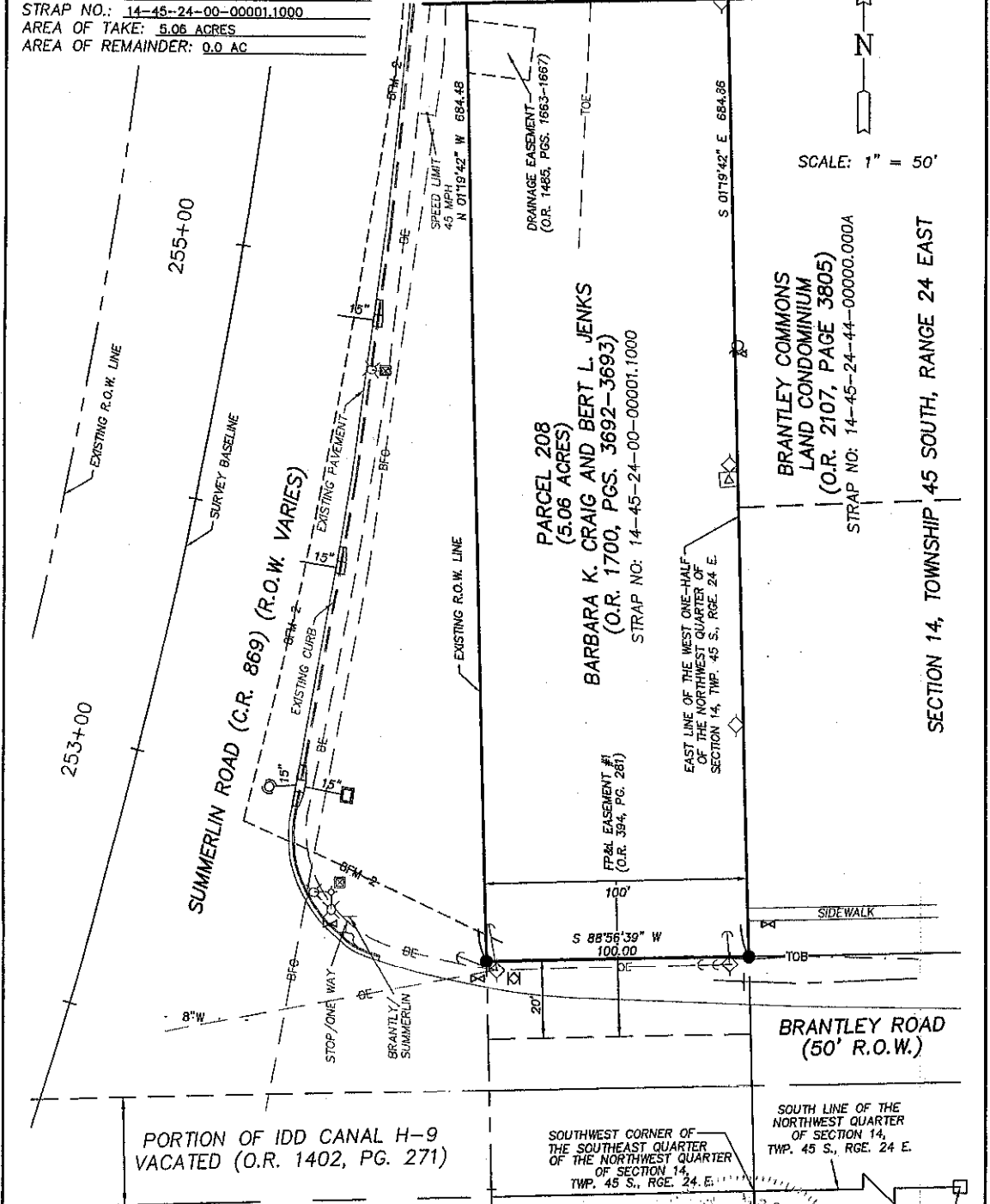
SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

PARCEL NO. 208  
PROPERTY OWNER: BARBARA K. CRAIG AND BERT L. JENKS  
REFERENCE: O.R. 1700, PGS. 3692-3693  
STRAP NO.: 14-45-24-00-00001.1000  
AREA OF TAKE: 5.06 ACRES  
AREA OF REMAINDER: 0.0 AC

SEE SHEET 2 OF 6  
MATCHLINE



SCALE: 1" = 50'



P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
D.E. = DRAINAGE EASEMENT  
R.O.W. = RIGHT-OF-WAY

SEE SHEET 6 OF 6 FOR LEGEND AND DESCRIPTION  
BOUNDARY SURVEY SHEET 1 OF 6

THIS BOUNDARY SURVEY PREPARED BY:



Professional engineers, planners, & land surveyors  
Collier County: Suite 200, 7400 Tamiami Trail, North, Naples, FL 34108 (941)597-8111  
Lee County: Suite 101, 1825 Hendry Street, Fort Myers, FL 33901 (941)387-8111  
Certificate of Authorization Nos. LB 3064 and KB 3064 Fax: (941)568-2203

DESCRIPTION: BOUNDARY SURVEY

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

6/20/03

8/27/03

1/02/04

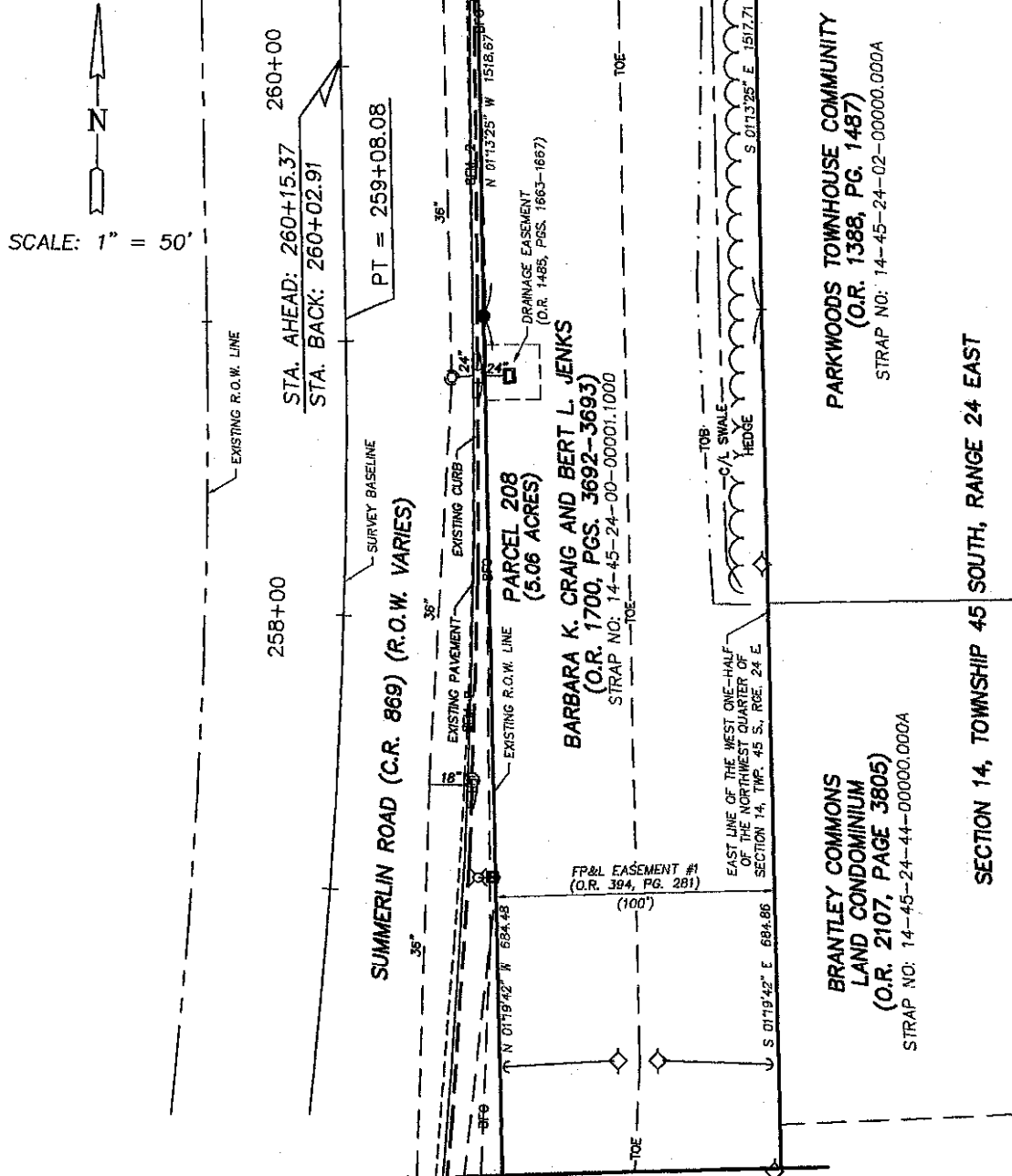
BY: *George W. Hackney*  
GEORGE W. HACKNEY, P.S.M. NO. 5606

SCALE: 1" = 50' DATE: MAY 28, 2003  
DRAWN BY: JAN PROJECT NO.: 7993  
ACAD NO: 8566-BS1 FILE NO.: 8566

SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

PARCEL NO. 208  
PROPERTY OWNER: BARBARA K. CRAIG AND BERT L. JENKS  
REFERENCE: O.R. 1700, PGS. 3692-3693  
STRAP NO.: 14-45-24-00-00001.1000  
AREA OF TAKE: 5.06 ACRES  
AREA OF REMAINDER: 0.0 AC

SEE SHEET 3 OF 6  
MATCHLINE



P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
D.E. = DRAINAGE EASEMENT  
R.O.W. = RIGHT-OF-WAY

MATCHLINE  
SEE SHEET 1 OF 6  
SEE SHEET 6 OF 6 FOR LEGEND AND DESCRIPTION  
BOUNDARY SURVEY SHEET 2 OF 6

THIS BOUNDARY SURVEY PREPARED BY:

**AGNOLI**  
**BARBER &**  
**BRUNDAGE, INC.**  
Professional engineers, planners, & land surveyors  
Collier County: Suite 206, 7400 Tamiami Trail, North Naples, FL 34108 (841) 557-3111  
Lee County: Suite 101, 1605 Randy Street, Fort Myers, FL 33901 (841) 557-3111  
Certificate of Authorization Nos. LB 5664 and RB 3864 Fax: (841) 556-2203

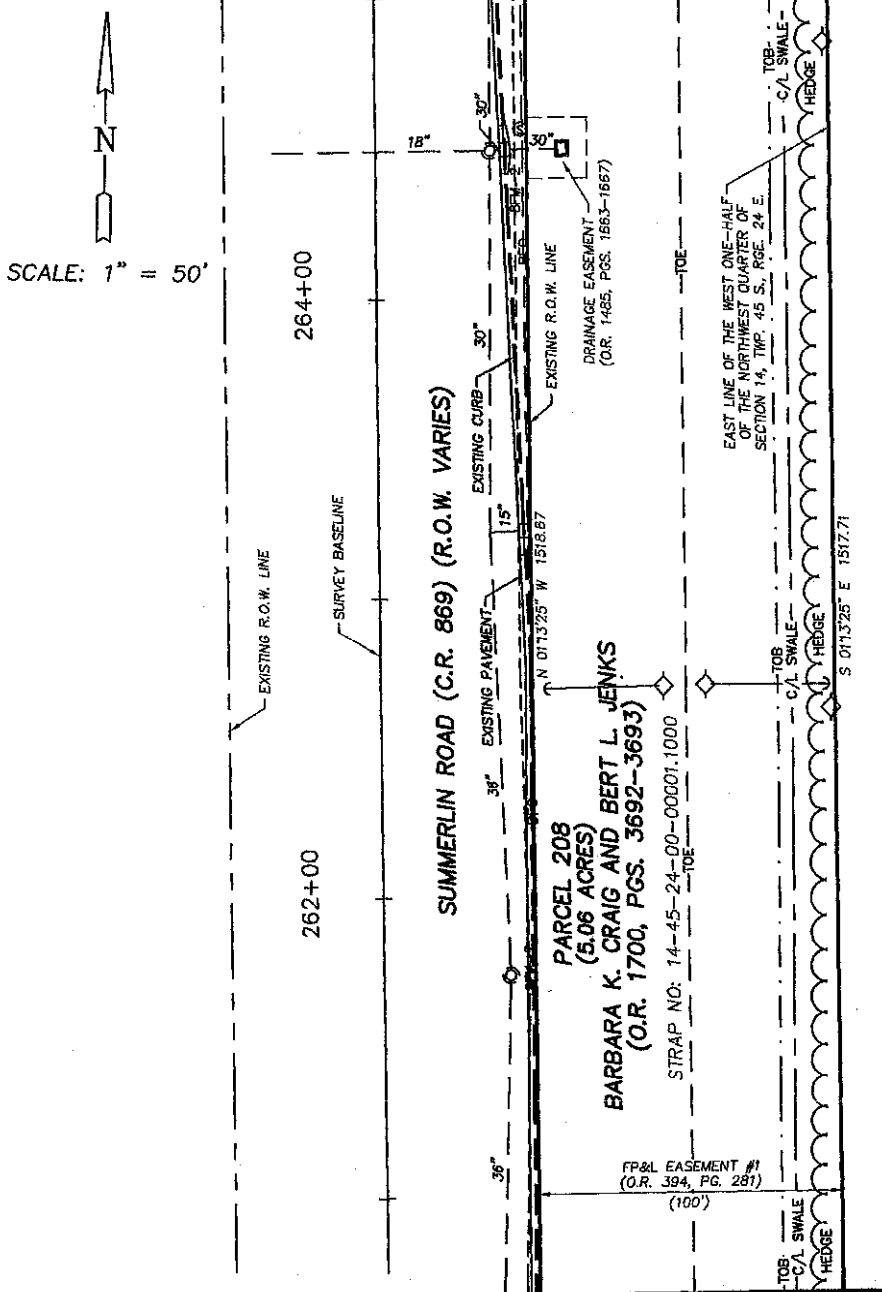
DESCRIPTION: BOUNDARY SURVEY	
CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
REVISION:	BY: <i>George W. Hackney</i>
6/20/03	GEORGE W. HACKNEY, P.S.M. NO. 5606
8/27/03	
1/02/04	
SCALE: 1" = 50'	DATE: MAY 28, 2003
DRAWN BY: JAN	PROJECT NO.: 7993
ACAD NO: 8566-BS1A	FILE NO: 8566



SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

PARCEL NO. 208  
PROPERTY OWNER: BARBARA K. CRAIG AND BERT L. JENKS  
REFERENCE: O.R. 1700, PGS. 3692-3693  
STRAP NO.: 14-45-24-00-00001.1000  
AREA OF TAKE: 5.06 ACRES  
AREA OF REMAINDER: 0.0 AC

SEE SHEET 4 OF 6  
MATCHLINE



PARKWOODS TOWNHOUSE COMMUNITY  
(O.R. 1388, PG. 1487)  
STRAP NO: 14-45-24-02-00000.000A

SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
D.E. = DRAINAGE EASEMENT  
R.O.W. = RIGHT-OF-WAY

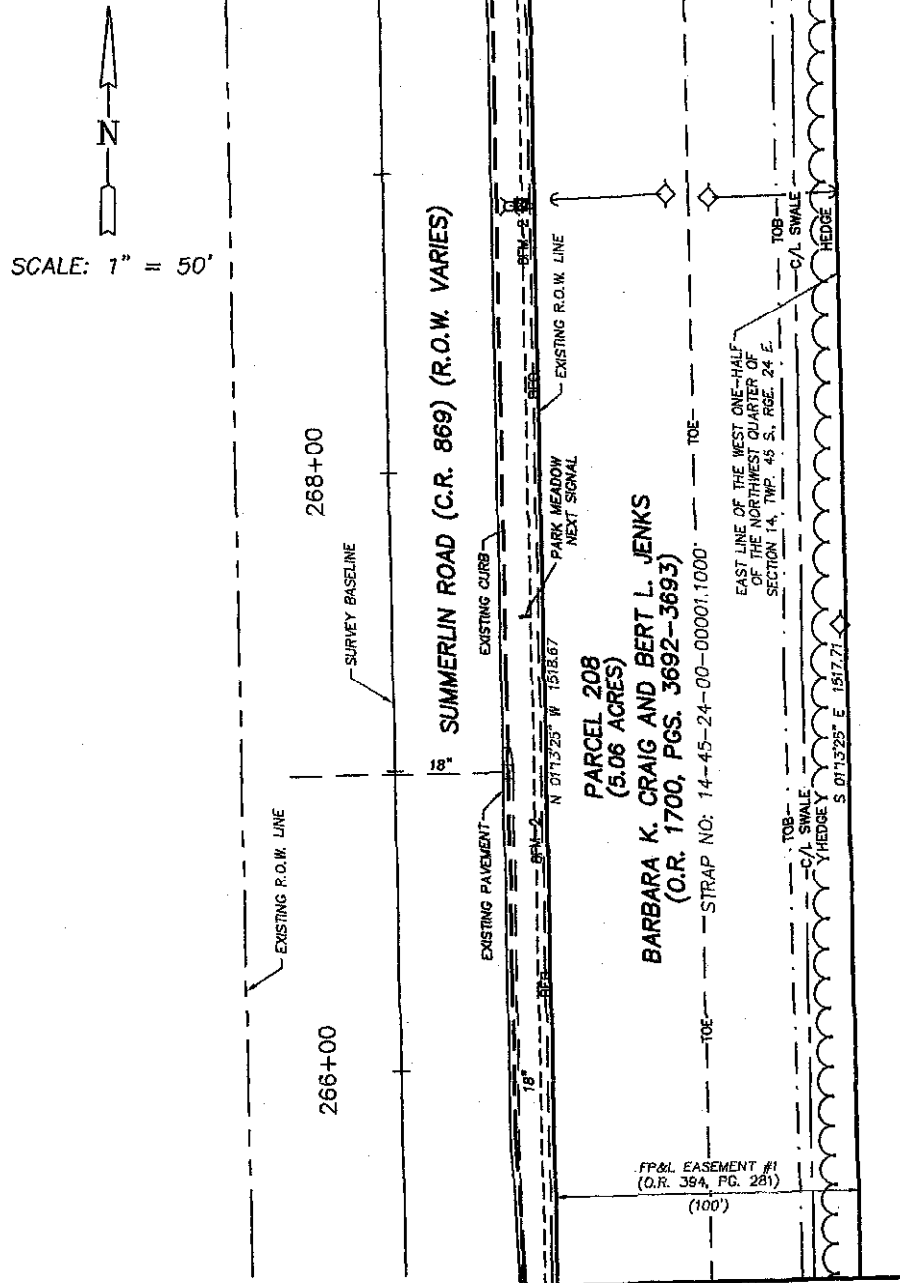
MATCHLINE  
SEE SHEET 2 OF 6  
SEE SHEET 6 OF 6 FOR LEGEND AND DESCRIPTION  
BOUNDARY SURVEY SHEET 3 OF 6

THIS BOUNDARY SURVEY PREPARED BY:		DESCRIPTION: BOUNDARY SURVEY	
<p>AGNOLI BARBER &amp; BRUNDAGE, INC. Professional engineers, planners, &amp; land surveyors Collier County: Suite 206, 7400 Tamiami Trail, North Naples, FL 34108 (941)397-8111 Lee County: Suite 101, 1605 Hendry Street, Fort Myers, FL 33901 (941)397-8111 Certificate of Authorization Nos. IS 5654 and ER 5654 Fax: (941)666-2263</p>		CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
		REVISION:	BY: <i>George W. Hackney</i>
		6/20/03	GEORGE W. HACKNEY, P.S.M. NO. 5606
		8/27/03	SCALE: 1" = 50' DATE: MAY 28, 2003
1/02/04	DRAWN BY: JAN PROJECT NO.: 7993		
		ACAD NO: 8566-BS1B	FILE NO: 8566

SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

PARCEL NO. 208  
PROPERTY OWNER: BARBARA K. CRAIG AND BERT L. JENKS  
REFERENCE: O.R. 1700, PGS. 3692-3693  
STRAP NO.: 14-45-24-00-00001.1000  
AREA OF TAKE: 5.06 ACRES  
AREA OF REMAINDER: 0.0 AC

SEE SHEET 5 OF 6  
MATCHLINE



PARKWOODS TOWNHOUSE COMMUNITY  
(O.R. 1388, PG. 1487)  
STRAP NO: 14-45-24-02-00000.000A

SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST

P.O.C. = POINT OF COMMENCEMENT  
P.O.B. = POINT OF BEGINNING  
D.E. = DRAINAGE EASEMENT  
R.O.W. = RIGHT-OF-WAY

MATCHLINE  
SEE SHEET 3 OF 6  
SEE SHEET 6 OF 6 FOR LEGEND AND DESCRIPTION  
BOUNDARY SURVEY SHEET 4 OF 6

THIS BOUNDARY SURVEY PREPARED BY:



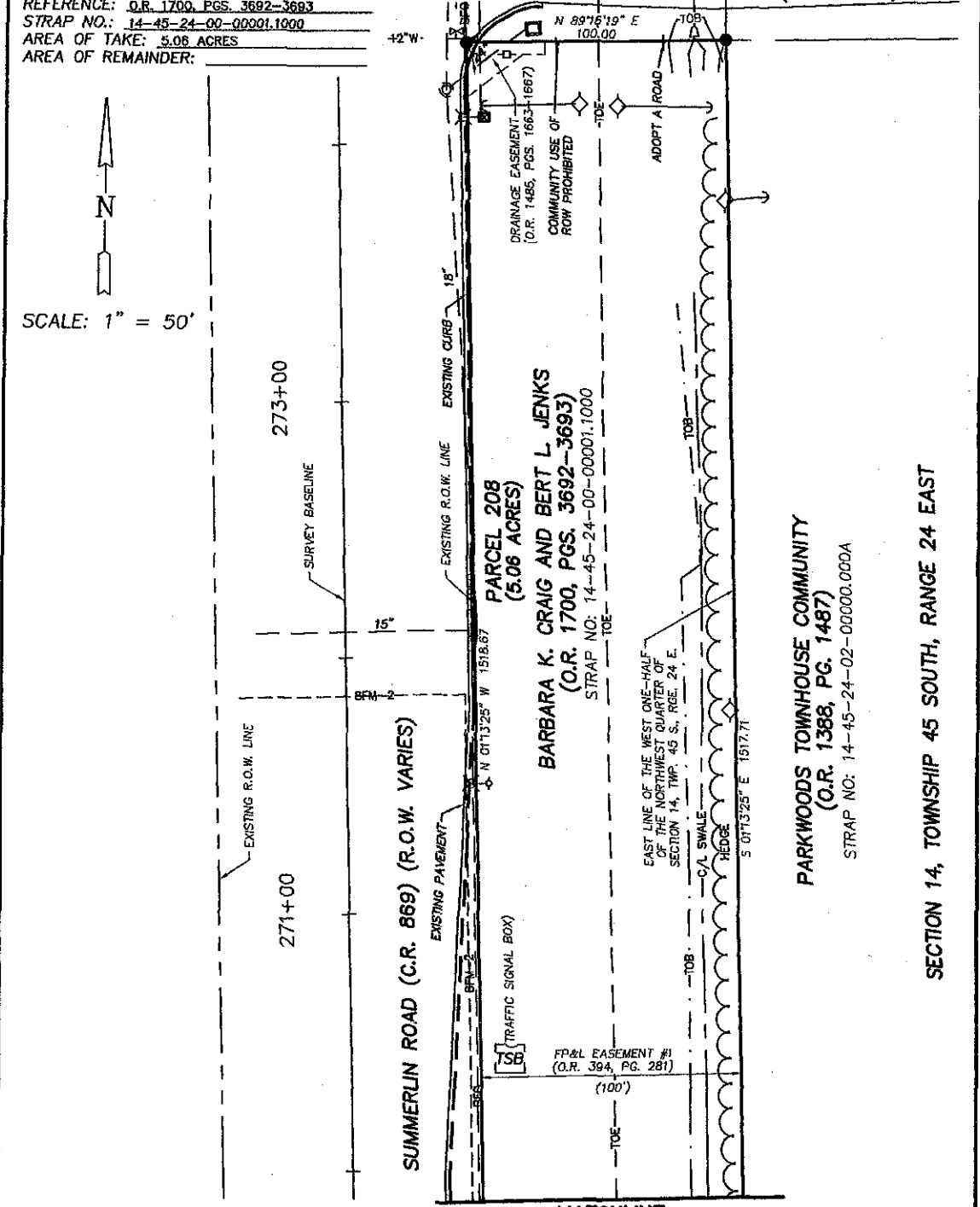
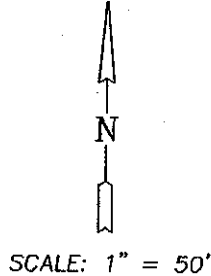
AGNOLI  
BARBER &  
BRUNDAGE, INC.  
Professional engineers, planners, & land surveyors  
Collier County: Suite 206, 7400 Tamiami Trail, North Naples, FL 34108 (941)507-3111  
Lee County: Suite 101, 1825 Bondary Street, Fort Myers, FL 33901 (941)377-3111  
Certificate of Authorization Nos. LB 3664 and BB 3664 Fax: (941)566-2203

DESCRIPTION: BOUNDARY SURVEY	
CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
REVISION:	BY: <i>George W. Hackney</i>
6/20/03	GEORGE W. HACKNEY, P.S.M. NO. 5606
8/27/03	SCALE: 1" = 50' DATE: MAY 28, 2003
1/02/04	DRAWN BY: JAN PROJECT NO.: 7993
	ACAD NO: 8566-BS1C FILE NO: 8566

SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

PARCEL NO. 208  
PROPERTY OWNER: BARBARA K. CRAIG AND BERT L. JENKS  
REFERENCE: O.R. 1700, PGS. 3692-3693  
STRAP NO.: 14-45-24-00-00001.1000  
AREA OF TAKE: 5.06 ACRES  
AREA OF REMAINDER:

PARK MEADOW DRIVE  
(60' R.O.W.)



- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- D.E. = DRAINAGE EASEMENT
- R.O.W. = RIGHT-OF-WAY

MATCHLINE  
SEE SHEET 4 OF 6  
SEE SHEET 6 OF 6 FOR LEGEND AND DESCRIPTION  
BOUNDARY SURVEY SHEET 5 OF 6

THIS BOUNDARY SURVEY PREPARED BY:

**AGNOLI BARBER & BRUNDAGE, INC.**  
Professional engineers, planners, & land surveyors  
Collier County: Suite 200, 7400 Tamiami Trail, North Naples, FL 34108 (941)597-2111  
Lee County: Suite 101, 1825 Hendry Street, Fort Myers, FL 32901 (941)937-2111  
Certificate of Authorization Nos. LS 5664 and BS 2624 Fax: (941)596-2203

DESCRIPTION: BOUNDARY SURVEY	
CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
REVISION:	BY: <i>George W. Hackney</i>
6/20/03	GEORGE W. HACKNEY, P.S.M. NO. 5606
8/27/03	SCALE: 1" = 50'
1/02/04	DATE: MAY 28, 2003
	DRAWN BY: JAN PROJECT NO.: 7993
	ACAD NO: 8566-BSID FILE NO: 8566

SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST  
LEE COUNTY, FLORIDA

LEGAL DESCRIPTION OF PARCEL 20B

A PARCEL OF LAND LYING IN SECTION 14, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

ALL THAT PART OF THE WEST ONE-HALF (W 1/2) OF THE NORTHWEST ONE QUARTER (NW 1/4) OF THE AFORESAID SECTION 14 LYING EAST OF THE SUMMERLIN ROAD (C.R. 869) RIGHT OF WAY AND LYING NORTH OF BRANTLEY ROAD, AND LYING SOUTH OF PARK MEADOWS DRIVE;

CONTAINING 5.06 ACRES OF LAND, MORE OR LESS;

EXISTING SYMBOLS LEGEND



+	SIGN	⊗	FM VALVE
⊠	ELEC. BOX	⊙	WATER HYDRANT
⊕	ELECTRIC MAN HOLE	⊗	WATER METER
⊠	ELECTRIC TRANS.	⊗	WATER VALVE
—	GUY WIRE	⊗	SANITARY SEWER MANHOLE
⊗	LAMP POST	⊗	STORM CATCH BASIN
⊗	POLELIGHT	⊗	STORM DRAIN MANHOLE
⊗	POWER POLE-CONCRETE	⊗	DRAINAGE INLET
⊗	POWER POLE-WOOD	▷	MITERED END SECTION
⊗	TENSION POLE		

EXISTING LINE--TYPE LEGEND

—	SWALE
—	TREE LINE
—	* NUMBER INDICATES PIPE SIZE IN INCHES
—	24" RCP — STORM SEWER
— W —	WATER MAIN
— FM —	FORCE MAIN
— BE —	BURIED ELECTRIC
— BFO —	BURIED FIBER OPTIC CABLE
— T&E —	TRANSFORMER LINES
— OE —	OVERHEAD ELECTRIC

SURVEYORS NOTES:

1. UNDERGROUND UTILITIES LOCATIONS HEREON ARE APPROXIMATE. BOUNDARY SURVEY SHEET 6 OF 6

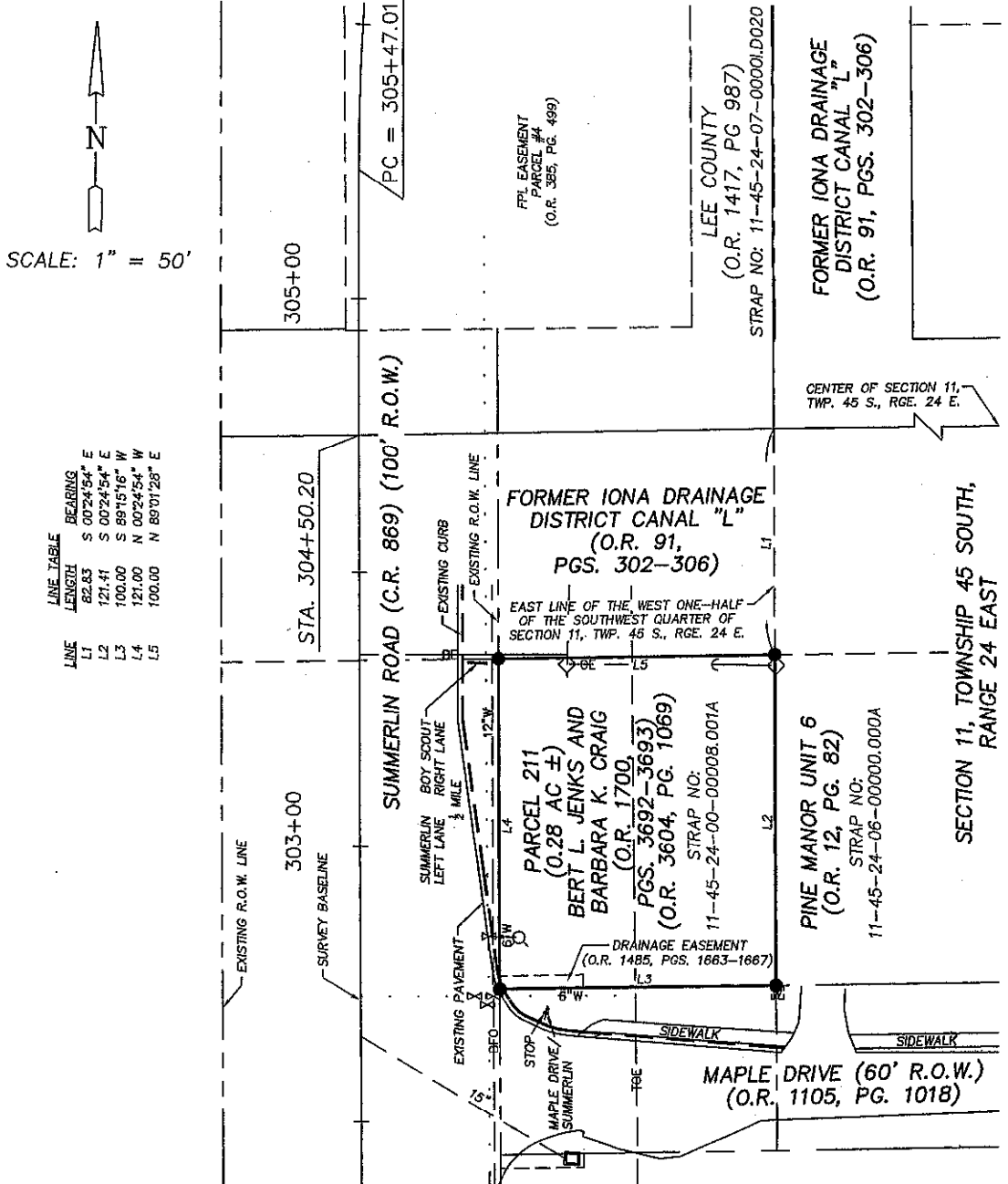
THIS BOUNDARY SURVEY PREPARED BY:		DESCRIPTION: BOUNDARY SURVEY	
 <p><b>AGNOLI BARBER &amp; BRUNDAGE, INC.</b> Professional engineers, planners, &amp; land surveyors Collier County: Suite 200, 7400 Tamiami Trail, North Naples, FL 34108 (941)857-3111 Lee County: Suite 101, 1825 Hensley Street, Fort Myers, FL 33901 (941)857-3111 Certificate of Authorization Nos. 12 3664 and EB 3564 Fax: (941)856-2203</p>		CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
		REVISION:	
		6/20/03	BY: 
		8/27/03	GEORGE W. HACKNEY, P.S.M. NO. 5606
1/02/04	SCALE: N.T.S. DATE: MAY 28, 2003		
		DRAWN BY: JAN PROJECT NO.: 7993	
		ACAD NO: 8566-BSIE FILE NO: 8566	

# Exhibit "A"

Page 7 of 8


## SECTION 11, TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

PARCEL NO. 211  
 PROPERTY OWNER: BERT L. JENKS & BARBARA K. CRAIG  
 REFERENCE: O.R. 1700, PGS. 3692-3693  
 STRAP NO.: 11-45-24-00-00008.001A  
 AREA OF TAKE: 0.28 ACRE ±  
 AREA OF REMAINDER: 0.00 AC



P.O.C. = POINT OF COMMENCEMENT  
 P.O.B. = POINT OF BEGINNING  
 D.E. = DRAINAGE EASEMENT  
 R.O.W. = RIGHT-OF-WAY

SEE SHEET 2 OF 2 FOR LEGEND AND DESCRIPTION  
 BOUNDARY SURVEY SHEET 1 OF 2

THIS BOUNDARY SURVEY PREPARED BY:		DESCRIPTION: BOUNDARY SURVEY	
 <b>AGNOLI BARBER &amp; BRUNDAGE, INC.</b> Professional engineers, planners, & land surveyors Collier County: Suite 200, 7400 Tamiami Trail, North Naples, FL 34108 (941)897-8111 Lee County: Suite 101, 1026 Hendry Street, Fort Myers, FL 33601 (941)897-8111 Certificate of Authorization Nos. LB 3864 and EB 8864 Fax: (941)898-2808		CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
		REVISION:	BY: <i>George W. Hackney</i>
8/28/03	GEORGE W. HACKNEY, P.S.M. NO. 5606	SCALE: 1" = 50'	DATE: JUNE 3, 2003
	DRAWN BY: JAN	PROJECT NO.: 7993	
	ACAD NO: 8566-BS3	FILE NO: 8566	

# Exhibit "A"

## SECTION 11, TOWNSHIP 45 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

Page 8 of 8

### LEGAL DESCRIPTION OF PARCEL 211

A PARCEL OF LAND LYING IN SECTION 11, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, SAID PARCEL BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 1700, PAGES 3692-3693 PUBLIC RECORDS OF LEE COUNTY FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE WEST 1/2 OF THE SOUTHWEST 1/4 OF SAID SECTION 11 LYING EAST OF SUMMERLIN ROAD (C.R. 869) (100' R.O.W.) AND LYING NORTH OF MAPLE DRIVE AND LYING SOUTH OF IDD CANAL "L";

CONTAINING 0.28 OF AN ACRE OF LAND MORE OR LESS;

### SURVEYORS NOTES:

1. UNDERGROUND UTILITIES LOCATIONS HEREON ARE APPROXIMATE.

#### EXISTING SYMBOLS LEGEND

	SIGN		FM VALVE
	ELEC. BOX		WATER HYDRANT
	ELECTRIC MAN HOLE		WATER METER
	ELECTRIC TRANS.		WATER VALVE
	GUY WIRE		SANITARY SEWER MANHOLE
	LAMP POST		STORM CATCH BASIN
	POLELIGHT		STORM DRAIN MANHOLE
	POWER POLE-CONCRETE		DRAINAGE INLET
	POWER POLE-WOOD		MITERED END SECTION
	TENSION POLE		

#### EXISTING LINE-TYPE LEGEND

	SWALE
	TREE LINE
* NUMBER INDICATES PIPE SIZE IN INCHES	
	24" RCP
	STORM SEWER
	WATER MAIN
	FORCE MAIN
	BURIED ELECTRIC
	BURIED FIBER OPTIC CABLE
	TRANSFORMER LINES
	OVERHEAD ELECTRIC

### BOUNDARY SURVEY SHEET 2 OF 2

THIS BOUNDARY SURVEY PREPARED BY:



Professional engineers, planners, & land surveyors  
 Collier County: Suite 200, 7400 Tamiami Trail, North, Naples, FL 34109 (941)597-5111  
 Lee County: Suite 101, 1623 Hendry Street, Fort Myers, FL 33901 (941)357-5111  
 Certificate of Authorization Nos. LB 3854 and EB 3854 Fax: (941)598-8205

DESCRIPTION: BOUNDARY SURVEY

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

8/28/03

BY: GEORGE W. HACKNEY, P.S.M. NO. 5606

SCALE: N.T.S. DATE: JUNE 3, 2003

DRAWN BY: JAN PROJECT NO.: 7993

ACAD NO: 8566-BS3 FILE NO: 8566

**Division of County Lands**

**2<sup>nd</sup> Updated Ownership and Easement Search**


Search No. 21900/D and 21901/A

Date: March 7, 2005

Parcel: 208 and 211

Project: Summerlin Six Laning,  
(Cypress Lake to Boy Scout) Project #  
6007

To: Teresa L. Mann, SR/WA  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS   
Property Acquisition Assistant

STRAP: 11-45-24-00-00008.001A and 14-45-24-00-00001.1000

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

**Subject Property: See attached Schedule "X".**

Title to the subject property is vested in the following:

**Bert L. Jenks and Barbara K. Craig, as tenants in common each as to an undivided 50% interest**

by that certain instrument dated December 1, 1983, recorded December 2, 1983, in Official Record Book 1700, Page 3692, and by that certain instrument dated March 15, 2002, recorded March 31, 2002 in Official Record Book 3604, Page 1069, Public Records of Lee County, Florida.

**Easements:**

1. Easement in favor of Florida Power and Light Company dated November 21, 1966, recorded December 12, 1966, in Official Record Book 385, Page 499, Public Records of Lee County, Florida.
2. Easement in favor of Florida Power and Light Company dated January 31, 1967, recorded February 6, 1967, in Official Record Book 394, Page 281, Public Records of Lee County, Florida.

NOTE: Official Record Book 1485, Page 1663 is a Subordination of Utility Interest between County of Lee and Florida Power and Light Company. Said Subordination references number 1 and 2 above.

**Tax Status:** 2004 ad valorem taxes are PAID IN FULL.

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

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees or warranties as to its accuracy.**

## Schedule X

Project: Summerlin Six Laning, (Cypress Lake to Boy Scout) Project # 6007  
Updated Search No. 21900/D and 21901/A

A tract or parcel of land lying in Sections 11 and 14, Township 45 South, Range 24 East, Lee County, Florida, as more particularly described as follows:

The East 100 feet of the West one-half (W 1/2) of the Southwest one-quarter (SW 1/4) of Section 11, Township 45 South, Range 24 East, Lee County, Florida.

LESS Iona Drainage District Canal "L".

LESS Iona Drainage District Canal "H-11".

AND LESS the parcel for Maple Drive.

ALSO the East 100 feet of the West one-half (W 1/2) of the Northwest one-quarter (NW 1/4) lying North of Brantley Road, Section 14, Township 45 South, Range 24 East, Lee County, Florida.

LESS the parcel for Park Meadows Drive.

AND LESS Iona Drainage District Canal "H-11".

LESS AND EXCEPT

A tract or parcel of land situated in the State of Florida, County of Lee, lying in the west one-half (W 1/2) of the southwest one-quarter (SW 1/4) of Section 11, Township 45 South, Range 24 East, described as follows:

Starting at the northeast corner of said fraction of a section; thence South 00°24'54"E along the east line of said fraction of a section for 82.83 feet to the northwest corner of Unit No. 6, Pine Manor; thence continue South 00°24'54"E along said fractional line and the west line of said Unit No. 6 for 182.10 feet to an intersection with the south right-of-way line of the westerly prolongation of Maple Drive (60.00 feet wide) as shown in Official Records Book 1105 at pages 1018 and 1019 of the Public Records of Lee County and the point of beginning; thence continue South 00°24'54"E along said fraction line and said west line of Unit No. 6 for 2336.84 feet to an intersection with the north line of former I.D.D. Canal H-11; thence South 89°16'26"W along said north line for 99.46 feet to an intersection with a curve concave to the east having a radius of 34,327.468 feet and to which a radial line bears South 89°16'52"W; thence northerly along said curve and the east right-of-way line of Summerlin Road (County Road #869 - 100.00 feet wide) through a central angle of 00°19'14" for 192.06 feet; thence North 00°24'54"W along said east right-of-way line for 2144.74 feet to an intersection with said south right-of-way line of Maple Drive; thence North 89°15'16"E along said south line for 100.00 feet to the point of beginning.



## Schedule X

Project: Summerlin Six Laning, (Cypress Lake to Boy Scout) Project # 6007  
Updated Search No. 21900/D and 21901/A

### LESS AND EXCEPT

A tract or parcel of land situated in the State of Florida, County of Lee, lying in the west one-half (W 1/2) of the northwest one quarter (NW 1/4) of Section 14, Township 45 South, Range 24 East, described as follows:

Starting at the northeast corner of said fraction of a section, thence South  $01^{\circ}13'25''$ E along the east line of said fraction of a section for 50.00 feet to an intersection with the southerly line of former I.D.D. Canal H-1 and the point of beginning; thence continue South  $01^{\circ}13'25''$ E along said fractional line for 250.14 feet to an intersection with the northerly right-of-way line of Park Meadow Drive (60.00 feet wide) as shown in Official Records Book 1105 at Page 1017 of the Public Records of Lee County; thence South  $89^{\circ}16'19''$ W along said northerly right-of-way line for 100.00 feet to an intersection with the east right-of-way line of Summerlin Road (County Road #869 - 100.00 feet wide); thence North  $01^{\circ}13'25''$ W along said east right-of-way line for 57.76 feet to the beginning of a curve concave to the east having a radius of 34,327.468 feet; thence northerly along said curve and said east right-of-way line through a central angle of  $00^{\circ}19'16''$  for 192.38 feet; thence North  $89^{\circ}16'26''$ E along non-radial line to said curve for 99.46 feet to the point of beginning.

# HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

September 20, 2004

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

SUBJECT: Complete Summary Appraisal Report No. 04-05-04.208 & 211  
Project: Summerlin Road Six Laning  
Parcel No: 208 & 211  
Owner: Bert L. Jenks and Barbara K. Craig  
County: Lee County, Florida

Dear Mr. Clemens:

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

The report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP) and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. Our opinion of market value is premised upon the Assumptions and Limiting Conditions contained within this report. The definition of market value is in Addendum B.

Parcel 208 is a vacant unimproved tract of land, containing 5.06 acres of gross land area, which is located along the east side of Summerlin Road between Brantley Road to the south and Park Meadows Drive to the north in the Fort Myers market area of Lee County, Florida. The entire property (5.06 acres) is encumbered by a Florida Power & Light (FPL) powerline transmission line easement. The tract has 2,203 estimated feet of frontage along the easterly right-of-way of Summerlin Road and approximately 100 feet of frontage along the northerly right-of-way of Brantley Road and the southerly right-of-way of Park Meadows Drive. The property is currently zoned RS-1 (Residential Single Family) & TFC-2 (Two Family Conservation) and is designated Intensive Development on the Lee County Comprehensive Plan Future Land Use Map. The appraisers have estimated the highest and best use of the property "as vacant" for speculative land holding.

Parcel 211 is vacant unimproved tract of land, containing 0.28 acres of gross land, which is located along the east side of Summerlin Road between Maple Drive to the south and the former Iona Drainage District Canal to the north in the Fort Myers market area of Lee County, Florida. The entire property (0.28 acres) is also encumbered by a Florida Power & Light (FPL) powerline transmission line easement. The tract has 121 estimated feet of frontage along the easterly right-of-way of Summerlin Road and approximately 100 feet of frontage along the northerly right-of-way of Maple Drive and the southerly right-of-way of the former Iona Drainage District Canal. The property is currently zoned AG-2 (Agriculture) and is designated Intensive Development on the Lee County Comprehensive Plan Future Land Use Map. The appraisers have estimated the highest and best use of the property "as vacant" for speculative land holding.

Based on the analyses and conclusions in the accompanying report, and subject to the definitions, assumptions, and limiting conditions expressed therein, it is our opinion that the market value of the fee simple estate of the properties as of September 20, 2004.

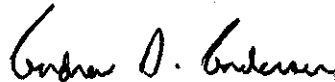
- **Parcel 208:**       **\$275,000**
- **Parcel 211:**       **\$15,000**

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

Respectfully submitted,



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



Andrew D. Anderson  
Registered Appraiser Trainee RI 14189

# 5-Year Sales History

Parcel Nos. 208 and 211

Summerlin Road Widening

Project No. 6007

Grantor	Grantee	Price	Date	Arms Length Y/N
Estate of William E. Craig, deceased	Barbara K. Craig	N/A	3/02	Probate <b>N</b>

**NO SALES in PAST 5 YEARS**