

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

Blue Sheet No. 20050363

**1. ACTION REQUESTED/PURPOSE:**

Approve Purchase Agreement for the acquisition of Parcel 118, Three Oaks Widening Project No. 4081, in the amount of \$1,073,568; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:**

The voluntary purchase of a parcel for the Three Oaks Widening Project and the avoidance of an Eminent Domain action. The Board must authorize the purchase of all real estate transactions.

**3. MANAGEMENT RECOMMENDATION:**

Management recommends approval for this action to avoid condemnation costs and expenses.

**4. Departmental Category:** 6

*666*

**5. Meeting Date:** 03-29-2005

**6. Agenda:**

- Consent
- Administrative
- Appeals
- Public
- Walk-On

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

- Statute 73, 74 & 125
- Ordinance
- Admin. Code
- Other

**8. Request Initiated:**

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

**9. Background:**

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, vacant property within the Alico Interchange Park DRI

Property Details:

**Owner:** Paul H. Freeman, Trustee

**Address:** Three Oaks Parkway, southeast corner of the intersection Alico Road and Three Oaks Parkway

**STRAP No.:** 10-46-25-00-00001.1000

Purchase Details:

**Purchase Price:** \$1,073,568 (approximately 10.3% above adjusted appraised value; however, the appraised value did not include entry/ sign wall)

**Costs to Close:** Approximately \$10,000 (the Seller is responsible for attorney fees and real estate broker fees, if any).

Appraisal Information:

**Company:** W. Michael Maxwell and Associates, Inc.

**Appraised Value:** \$973,568 (as of November 23, 2004)

**Account:** 20408118804.506110

**Attachments:** Purchase Agreement, Affidavit of Interest in Real Property; Title Data; Appraisal Data; Location Map; 5-Year Sales History

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>3/15/05</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty  
 Date: 3/15/05  
 Time: 3:35  
 Forwarded To:  
 ADMIN  
 3/15/05 10:30

RECEIVED BY COUNTY ADMIN:  
 3-15-05  
 10:10 MP.  
 COUNTY ADMIN FORWARDED TO:  
 3/17/05  
 J.P.M.

This document prepared by  
County Lands Division  
Project: Three Oaks Parkway Widening, No. 4081  
Parcel: 118  
STRAP Nos: 10-46-25-00-00001.1000

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 MARCH, 2005 by and between Paul H. Freeman, Trustee, hereinafter referred to as SELLER, whose address is 19091 Tamiami Trail, SE, Fort Myers, Florida 33908, 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 2.98 acres more or less, and an entry wall/signage within and upon said parcel, and located along Three Oaks Parkway in South Fort Myers, Florida, 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 Three Oaks Parkway 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 One Million Seventy Three Thousand Five Hundred and Sixty Eight Dollars (\$1,073,568.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.
3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$1,073,568.00, 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 in its then "as is" condition ~~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, provided there shall be no reduction in the Purchase Price.

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:

SELLER:

Brooke S. Allen  
Brooke S. Allen

Paul H. Freeman, Trustee <sup>3/8/05</sup> (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

**SPECIAL CONDITIONS**

1. **The Buyer recognizes that the Property being acquired for the right of way is a part of the Alico Interchange Park DRI, which contains a master drainage system permitted by the South Florida Water Management District.** If BUYER utilizes any of the aforesaid drainage system, BUYER agrees to maintain the permitted drainage flows, upon the subject Property, and will not over burden the drainage system in a manner that will have the effect of reducing, diverting or diminishing the drainage system in any way which would **adversely** affect the drainage capabilities of properties located within the DRI. Additionally, the SELLER, and its successors in title, shall have the right to drain the DRI Property not acquired by the BUYER in a manner consistent with the master water management permit obtained from the South Florida Water Management District. This provision will survive the closing.
  
2. BUYER agrees to allow SELLER, and or any successors in title or interest to the real Property adjacent to the subject Property, as described in EXHIBIT "A", the right to place a berm and/or landscaping, partially or wholly, within the eastern portion of the right of way that is not used for roadway, sidewalks, water collections, swales or drainage, along Three Oaks Parkway. However, prior to installation, these encroachments and the slope of the berm must be approved by the Lee County Department of Transportation. If, at a later time, the aforementioned area is needed for any roadway improvements, including, but not limited to, sidewalks, paving, water collection, swales, drainage, or for any subsurface, surface or above surface roadway uses, BUYER may remove, without any obligation to correct, repair, replace or make payment for, that portion of the berm and/or landscaping within the right of way. This provision will survive the closing.
  
3. The Purchase Price includes payment for entry wall/signage within and upon said parcel.

WITNESSES:

*Brooke S. Allen*  
 Signature  
Brooke S. Allen  
 Printed name of Witness

SELLER:

*Paul H. Freeman*  
 Paul H. Freeman, Trustee  
 3/8/05  
 (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

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

DATE: \_\_\_\_\_

APPROVED AS TO LEGAL FORM AND  
SUFFICIENCY

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

PARCEL 118

A portion of the lands described in Official Record Book 1671, Page 1524, of the public records of Lee County, Florida, lying in Section 10, Township 46 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the west 1/4 corner of Section 10 being a 5/8" iron rod with cap stamped "LB 5986"; thence N 89°17'52" E along the south line of the northwest 1/4 of said Section 10, 2132.59 feet to survey base line station 310+28.05 of Three Oaks Parkway per Lee County Project No. CN-02-06 (Three Oaks Parkway Project Right of Way Maps); thence continue N 89°17'52" E along said fractional line, 50.00 feet to a point on the existing easterly right of way line Three Oaks Parkway per Lee County Department of Transportation Corlico Parkway project 84-026 being the POINT OF BEGINNING; thence N 01°21'41" W along said existing easterly right of way line, 561.72 feet to the point of curvature of a curve concave southwesterly; thence along said existing easterly right of way line and along said curve to the left, having a radius of 1220.00 feet, a delta angle of 28°32'21", the chord for which bears N 15°37'52" W, a chord distance of 601.42 feet, an arc distance of 607.69 feet to the point of tangency; thence N 29°54'02" W along said existing easterly right of way line, 651.46 feet to the point of curvature of a curve concave northeasterly; thence along said existing easterly right of way line and along said curve to the right, having a radius of 1120.00 feet, a delta angle of 24°28'58", the chord for which bears N 17°39'33" W, a chord distance of 474.95 feet, an arc distance of 478.58 feet to the easterly right of way line per order of taking no. 03-1520-CA-JHS; thence N 01°48'11" E along said existing easterly right of way line, 238.91 feet; thence N 00°59'45" W along said existing easterly right of way line, 142.00 feet to the Alico Road existing right of way line per section 12075-2402; thence S 87°25'18" E along said existing right of way line, 4.37 feet; thence N 89°00'53" E along said existing right of way line, 30.64 feet to a point on the proposed easterly right of way line Three Oaks Parkway per Lee County Project No. CN-02-06 said point lying 100.00 feet right of survey base line station 337+07.67; thence S 00°59'45" E along said proposed easterly right of way line, 293.99 feet to the point of curvature of a curve concave northeasterly; thence along said proposed easterly right of way line and along said curve to the left, having a radius of 1070.00 feet, a delta angle of 28°54'17", the chord for which bears S 15°26'53" E, a chord distance of 534.09 feet, an arc distance of 539.80 feet to the point of tangency; thence S 29°54'02" E along said proposed easterly right of way line, 651.46 feet to the point of curvature of a curve concave southwesterly; thence along said proposed easterly right of way line and along said curve to the right, having a radius of 1270.00 feet, a delta angle of 28°32'21", the chord for which bears S 15°37'52" E, a chord distance of 626.07 feet, an arc distance of 632.59 feet to the point of tangency; thence S 01°21'41" E along said proposed easterly right of way line, 562.29 feet to the south line of the northwest 1/4 of said Section 10; thence S 89°17'52" W along said fractional line, 50.00 feet to the POINT OF BEGINNING

Said lands contain 2.980 acres, more or less

NOTE:

BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 10 HAVING A BEARING OF N 89°17'52" E FROM THE WEST 1/4 CORNER BEING A IRON ROD 5/8" WITH CAP STAMPED "LB 5986" TO THE CENTER OF SECTION 10 BEING A CONCRETE MONUMENT 4"X4" WITH 3/8" IRON ROD (NO ID).

THIS LEGAL DESCRIPTION AND SKETCH IS BASED UPON A RIGHT OF WAY MAP FOR L.C.D.O.T. PROJECT CN-02-06 PREPARED BY AIM ENGINEERING AND SURVEYING INC.

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

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

*[Signature]* 5/10/04  
DATE  
BOB L. POTTER, P.S.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5682

AIM Engineering & Surveying, Inc.



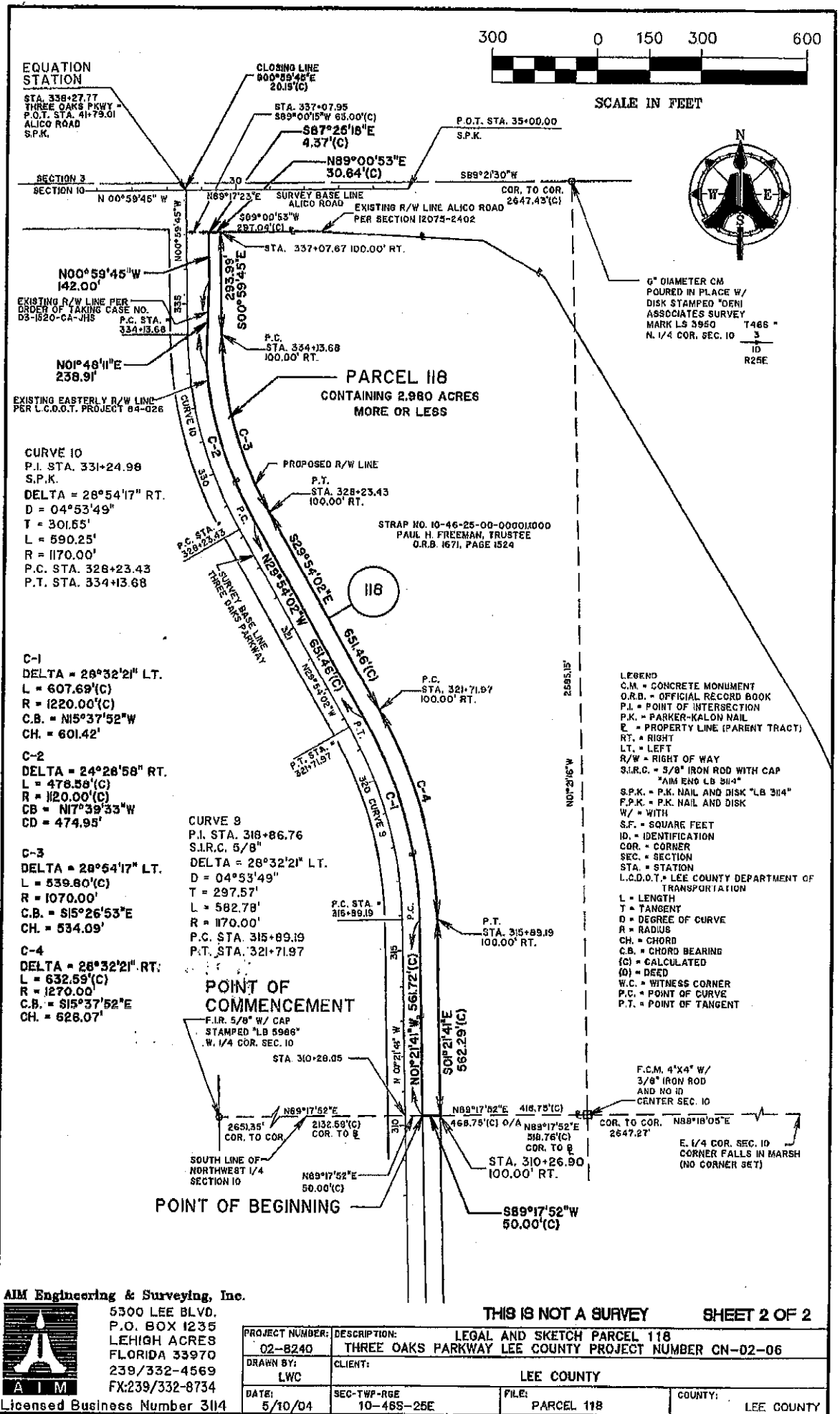
5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
239/332-4569  
FX:239/332-8734

Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 2

PROJECT NUMBER: 02-8240	DESCRIPTION: LEGAL AND SKETCH PARCEL 118 THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 5/10/04	SEC-TWP-RGE: 10-46S-25E
FILE: PARCEL 118	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: THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06	LEGAL AND SKETCH PARCEL 118
DRAWN BY: LWC	CLIENT: LEE COUNTY	
DATE: 5/10/04	SEC-TWP-RGE 10-48S-25E	FILE: PARCEL 118
		COUNTY: LEE COUNTY

Parcel: 118  
STRAP: 10-46-25-00-00001.1000  
Project: Three Oaks Parkway Widening, No. 4081

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 8<sup>th</sup> day of MARCH, 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:

Paul H. Freeman, Trustee

19091 Tamiami Trail, SE, Fort Myers, FL 33908

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. | Jaison International Marketing, Inc.         | 50% |
| 2. | DKIP, Inc.                                   | 10% |
| 3. | Duffner & Sandberg, M.D. Profit Sharing Plan | 10% |
| 4. | Paul H. Freeman                              | 30% |

The real property to be conveyed to Lee County is known as: See EXHIBIT "A" attached hereto and made a part hereof

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Brooke S. Ailfen  
Witness Signature

Brooke S. Ailfen  
Printed Name

[Signature]  
Witness Signature

[Signature]  
Printed Name

[Signature]  
Signature of Affiant

Paul H. Freeman  
Printed Name

Affidavit of Interest in Real Property

Parcel: 118

STRAP: 10-46-25-00-00001.1000

Project: Three Oaks Parkway Widening, No. 4081

STATE OF Florida

COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 8 day of MARCH, 2005  
by PAUL H. Freeman (name of person acknowledged)

Brooke S Allen  
(Notary Signature)

(SEAL)



Brooke S Allen  
My Commission DD104505  
Expires March 28, 2006

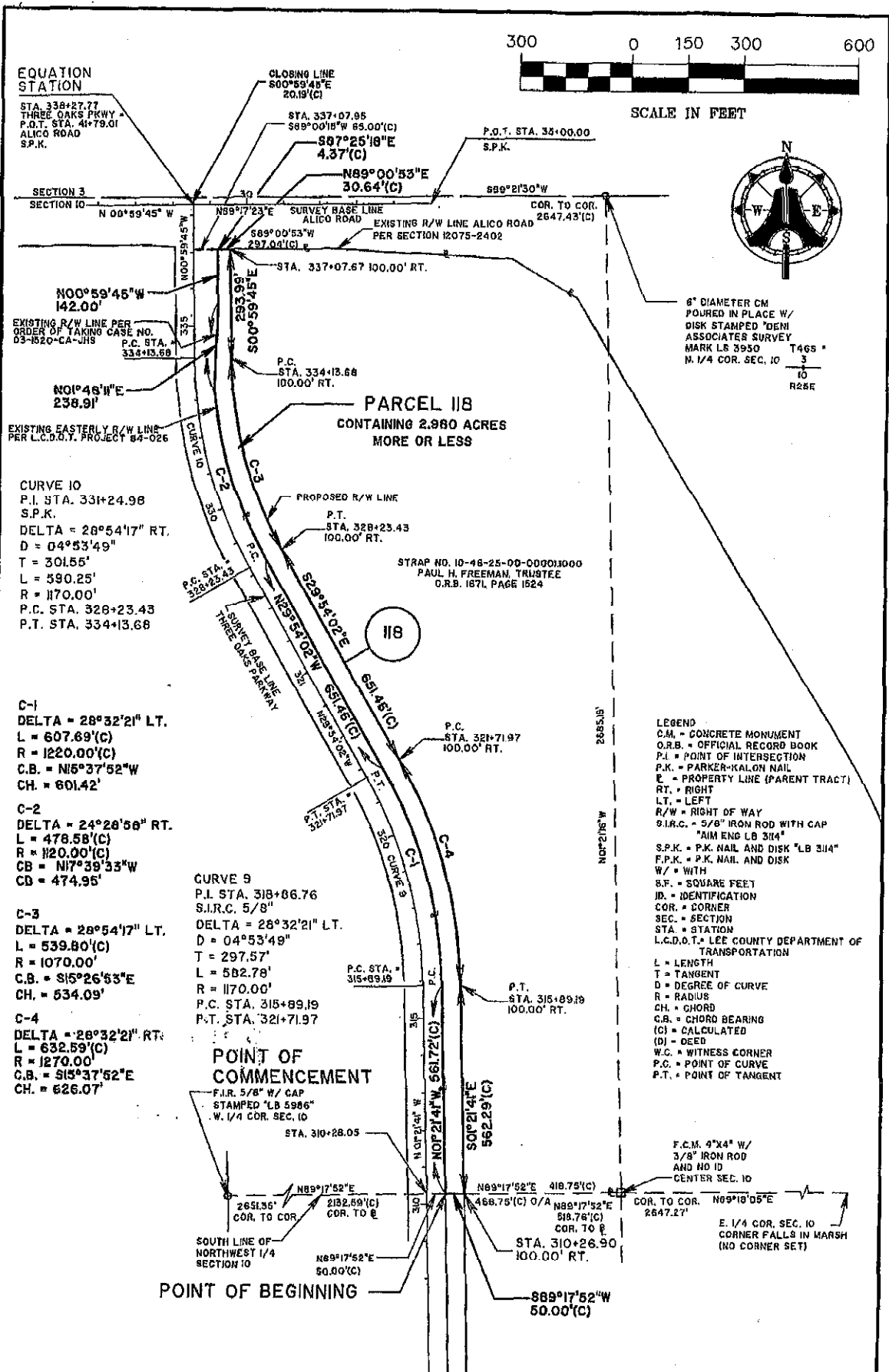
\_\_\_\_\_  
(Print, type or stamp name of Notary)

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

300 0 150 300 600



SCALE IN FEET



CURVE 10  
 P.I. STA. 331+24.98  
 S.P.K.  
 DELTA = 28°54'17" RT.  
 D = 04°53'49"  
 T = 301.55'  
 L = 590.25'  
 R = 1170.00'  
 P.C. STA. 328+23.43  
 P.T. STA. 334+13.68

C-1  
 DELTA = 28°32'21" LT.  
 L = 607.69'(C)  
 R = 1220.00'(C)  
 C.B. = N15°37'52"W  
 CH. = 601.42'

C-2  
 DELTA = 24°28'58" RT.  
 L = 478.58'(C)  
 R = 1120.00'(C)  
 C.B. = N17°39'33"W  
 CH. = 474.95'

C-3  
 DELTA = 28°54'17" LT.  
 L = 539.80'(C)  
 R = 1070.00'  
 C.B. = S15°26'53"E  
 CH. = 534.09'

C-4  
 DELTA = 28°32'21" RT.  
 L = 632.59'(C)  
 R = 1270.00'  
 C.B. = S15°37'52"E  
 CH. = 626.07'

CURVE 9  
 P.I. STA. 318+86.76  
 S.I.R.C. 5/8"  
 DELTA = 28°32'21" LT.  
 D = 04°53'49"  
 T = 297.57'  
 L = 582.78'  
 R = 1170.00'  
 P.C. STA. 315+89.19  
 P.T. STA. 321+71.97

LEGEND  
 C.M. = CONCRETE MONUMENT  
 O.R.B. = OFFICIAL RECORD BOOK  
 P.I. = POINT OF INTERSECTION  
 P.K. = PARKER-KALON NAIL  
 E = PROPERTY LINE (PARENT TRACT)  
 RT. = RIGHT  
 LT. = LEFT  
 R/W = RIGHT OF WAY  
 S.I.R.C. = 5/8" IRON ROD WITH CAP  
 "RIM END LB 3114"  
 S.P.K. = P.K. NAIL AND DISK "LB 3114"  
 F.P.K. = P.K. NAIL AND DISK  
 W/ = WITH  
 S.F. = SQUARE FEET  
 ID. = IDENTIFICATION  
 COR. = CORNER  
 STA. = STATION  
 L.C.D.O.T. = LEE COUNTY DEPARTMENT OF TRANSPORTATION  
 L = LENGTH  
 T = TANGENT  
 D = DEGREE OF CURVE  
 R = RADIUS  
 CH. = CHORD  
 C.B. = CHORD BEARING  
 (C) = CALCULATED  
 (D) = DEED  
 W.C. = WITNESS CORNER  
 P.C. = POINT OF CURVE  
 P.T. = POINT OF TANGENT

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 Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 2 OF 2

PROJECT NUMBER:	02-B240	DESCRIPTION:	LEGAL AND SKETCH PARCEL 118 THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-08
DRAWN BY:	LWC	CLIENT:	LEE COUNTY
DATE:	5/10/04	SEC-TWP-ROE	10-469-25E
FILE:	PARCEL 118	COUNTY:	LEE COUNTY

**PARCEL 118**

A portion of the lands described in Official Record Book 1671, Page 1524, of the public records of Lee County, Florida, lying in Section 10, Township 46 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the west 1/4 corner of Section 10 being a 5/8" iron rod with cap stamped "LB 5986"; thence N 89°17'52" E along the south line of the northwest 1/4 of said Section 10, 2132.59 feet to survey base line station 310+28.05 of Three Oaks Parkway per Lee County Project No. CN-02-06 (Three Oaks Parkway Project Right of Way Maps); thence continue N 89°17'52" E along said fractional line, 50.00 feet to a point on the existing easterly right of way line Three Oaks Parkway per Lee County Department of Transportation Carlico Parkway project 84-026 being the POINT OF BEGINNING; thence N 01°21'41" W along said existing easterly right of way line, 561.72 feet to the point of curvature of a curve concave southwesterly; thence along said existing easterly right of way line and along said curve to the left, having a radius of 1220.00 feet, a delta angle of 28°32'21", the chord for which bears N 15°37'52" W, a chord distance of 601.42 feet, an arc distance of 607.69 feet to the point of tangency; thence N 29°54'02" W along said existing easterly right of way line, 651.46 feet to the point of curvature of a curve concave northeasterly; thence along said existing easterly right of way line and along said curve to the right, having a radius of 1120.00 feet, a delta angle of 24°28'58", the chord for which bears N 17°39'33" W, a chord distance of 474.95 feet, an arc distance of 478.58 feet to the easterly right of way line per order of taking no. 03-1520-CA-JHS; thence N 01°48'11" E along said existing easterly right of way line, 238.91 feet; thence N 00°59'45" W along said existing easterly right of way line, 142.00 feet to the Alico Road existing right of way line per section 12075-2402; thence S 87°25'18" E along said existing right of way line, 4.37 feet; thence N 89°00'53" E along said existing right of way line, 30.64 feet to a point on the proposed easterly right of way line Three Oaks Parkway per Lee County Project No. CN-02-06 said point lying 100.00 feet right of survey base line station 337+07.67; thence S 00°59'45" E along said proposed easterly right of way line, 293.99 feet to the point of curvature of a curve concave northeasterly; thence along said proposed easterly right of way line and along said curve to the left, having a radius of 1070.00 feet, a delta angle of 28°54'17", the chord for which bears S 15°26'53" E, a chord distance of 534.09 feet, an arc distance of 539.80 feet to the point of tangency; thence S 29°54'02" E along said proposed easterly right of way line, 651.46 feet to the point of curvature of a curve concave southwesterly; thence along said proposed easterly right of way line and along said curve to the right, having a radius of 1270.00 feet, a delta angle of 28°32'21", the chord for which bears S 15°37'52" E, a chord distance of 626.07 feet, an arc distance of 632.59 feet to the point of tangency; thence S 01°21'41" E along said proposed easterly right of way line, 562.29 feet to the south line of the northwest 1/4 of said Section 10; thence S 89°17'52" W along said fractional line, 50.00 feet to the POINT OF BEGINNING

Said lands contain 2.980 acres, more or less

**NOTE:**  
BEARINGS SHOWN HEREON ARE BASED UPON THE SOUTH LINE OF THE NORTHWEST 1/4 OF SECTION 10 HAVING A BEARING OF N 89°17'52" E FROM THE WEST 1/4 CORNER BEING A IRON ROD 5/8" WITH CAP STAMPED "LB 5986" TO THE CENTER OF SECTION 10 BEING A CONCRETE MONUMENT 4"X4" WITH 3/8" IRON ROD (NO ID).

THIS LEGAL DESCRIPTION AND SKETCH IS BASED UPON A RIGHT OF WAY MAP FOR L.C.D.O.T. PROJECT CN-02-06 PREPARED BY AIM ENGINEERING AND SURVEYING INC.

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

PREPARED BY:  
AIM ENGINEERING & SURVEYING, INC.

*Bob L. Potter* 5/14/04  
BOB L. POTTER, P.S.M. DATE  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5888

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

**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

PROJECT NUMBER: 02-8240	DESCRIPTION: THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06	LEGAL AND SKETCH PARCEL 118
DRAWN BY: LWC	CLIENT: LEE COUNTY	
DATE: 5/10/04	SEC-TWP-RGE 10-48S-25E	FILE: PARCEL 118
		COUNTY: LEE COUNTY

**Division of County Lands**

**Ownership and Easement Search**

Search No. 22053

Date: September 30, 2002

Parcel: 263

Project: Alico Road Widening, #4030

To: Robert G. Clemens, SR/WA  
Acquisition Program Manager

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

STRAP: 10-46-25-00-00001.1000

Effective Date: <sup>3/1/05</sup> ~~September 20, 2002~~, at 5:00 p.m. *Shelia Bedwell*

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

Title to the subject property is vested in the following:

**Paul H. Freeman, as Trustee**

by that certain instrument dated May 5, 1983, recorded May 17, 1983, in Official Record Book 1671, Page 1524, Public Records of Lee County, Florida.

**Easements:**

1. Temporary easement, dated September 12, 1986, recorded January 16, 1987, in Official Record Book 1892, Page 771, Public Records of Lee County, Florida. NOTE: This easement could have expired because the instrument states that the duration was for a 10 year period from the date of acceptance, in a public hearing, by the BoCC. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE: Resolution #Z85-324, dated November 10, 1986, recorded September 28, 1987, in Official Record Book 1944, Page 1306, Public Records of Lee County, Florida. Resolution pertains to the rezoning from AG-2, RS-1 and CC to Commercial Planned Development and Residential Planned Development.

*his Ordinance recorded in OR Book 3889, Page 1496*  
*Notice of Dropping Party recorded in OR Book 3941, Page 698*

<sup>2004</sup>  
**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 nor warranty as to its accuracy.**

## Schedule X

Project: Alico Road Widening, #4030  
Search No. 22053

A portion of the Northwest Quarter of Section 10, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest quarter of Section 10, Township 46 South, Range 25 East, Lee County, Florida; thence run S 89°21'35" W, along the North line of the Northwest quarter of said Section 10, for a distance of 1061.57 feet; thence run S 00°38'25" E for a distance of 139.35 feet to a point on the Southerly right-of-way line of Alico Road as the same is shown on the Florida Department of Transportation right-of-way map for State Road No. 93 (I-75), Section 12075-2402, Sheet 9, the same being the most Northeasterly corner of Three Oaks Parkway, a 100.00 foot right-of-way as the same described in O.R. Book 1892 at Page 759 of the Public Records of Lee County, Florida, and the point of beginning of the parcel of land herein described; thence run S 00°59'46" E, along the Easterly right-of-way line of Three Oaks Parkway, for a distance of 295.34 feet to the beginning of a tangential circular curve, concave Easterly; thence run Southerly, along the Easterly right-of-way line of Three Oaks Parkway and along the arc of said curve to the left, having a radius of 1120.00 feet, through a central angle of 04°25'10", subtended by a chord of 86.37 feet at a bearing of S 03°12'20" E, for a distance of 86.39 feet to the end of said curve; thence run N 01°48'10"E for a distance of 239.00 feet; thence run N 00°59'46" W for a distance of 142.00 feet to a point on the Southerly right-of-way line of Alico Road, thence run N 87°26'36" W, along the Southerly right-of-way line of Alico Road, for a distance of 15.03 feet to the point of beginning; containing 4,229.0 square feet, more or less.



**MAXWELL & HENDRY  
VALUATION SERVICES, INC.**

APPRAISERS - CONSULTANTS

12600-1 World Plaza Lane  
Building #63  
Fort Myers, Florida 33907

(239)-337-0555  
(239)-337-3747 - FAX

(e-mail)-appr@maxwellhendry.com  
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**ASSOCIATE APPRAISERS**

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

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

**Andrea R. Terregrossa**  
Registered Trainee Appraiser  
RI10787

**Matthew H. Caldwell**  
Registered Trainee Appraiser  
RI9277

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

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

24 November 2004

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

Attention: Mr. Michael O'Hare  
Property Acquisitions Agent

Re: Appraisal of partial taking for Three Oaks Parkway  
widening, Parcel 118 (Paul Freeman, Trustee), in  
Section 10-46-25, Lee County, Florida

Dear Mr. O'Hare:

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 liens, mortgages, encumbrances, and/or encroachments, except as amended in the body of this report. This appraisal is a limited appraisal in summary 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 summary report format has been requested and will be used for this appraisal. The only difference between the self-contained report and a summary report is the level of detail of presentation. This report is considered limited to the extent that the value of the entry signs, berms, and landscaping in the take area are not being appraised. The value of these items are being handled mutually between the parties and are therefore outside the scope of this assignment.



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 67.65 acres. The reader's attention is directed to the Executive Summary, under the Special Assumptions heading, regarding the parent tract analysis. The parent tract is part of the Alico Interchange Park Development of Regional Impact (DRI). This complete appraisal in summary report format has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice. The subject property was last inspected on 23 November 2004 by 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 Special Assumptions as outlined on the Executive Summary on the following pages.

By reason of our investigation and analysis, data contained in this report, and our experience in the real estate appraisal business, it is our opinion that the just compensation due the property owner, based on the special assumptions, as of 23 November 2004, is:

**NINE HUNDRED SEVENTY THREE THOUSAND FIVE HUNDRED SIXTY EIGHT DOLLARS.....**  
.....(**\$973,568.00**)

Respectfully submitted,



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



Andrea Terregrossa  
Registered Trainee Appraiser  
License Number RI10787



## EXECUTIVE SUMMARY

**OWNER OF RECORD:** Paul Freeman, Trustee as per the Lee County Property Appraiser records.

**LOCATION:** The subject property is located at the southeast corner of Three Oaks Parkway and Alico Road, in Section 10-46-25, Lee County, Florida.

**LAND AREA:** The subject property is part of STRAP number 10-46-25-00-00001.1000, which contains a total of 174.93 acres. However, for purposes of this appraisal and for purposes of the road widening of Three Oaks Parkway, the parent tract for Parcel 118 consists of a total of 67.65 acres, according to information provided by Lee County Lands. A survey indicating the exact size and dimensions of the site was not provided. The proposed taking is the westerly 50' of the parent tract. The take area will total 129,809 square feet, which is 2.98 acres. The remainder tract size is 64.67 acres. This report is subject to surveys for the parent tract, take, and remainder parcels.

**IMPROVEMENTS:** None.

**ZONING/LAND USE:** The subject property is part of the Alico Interchange Park DRI, and is zoned CPD which is a Commercial Planned Development zoning classification. A copy of the DRI can be found in the Addenda to this report, which indicates the permitted uses for the parent tract and subject property. The subject property is designated for Urban Community and Wetlands Land Uses.

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

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

**MARKET VALUE BEFORE TAKE:** \$22,101,255

**VALUE OF PART TAKEN:** \$ 973,568

**REMAINDER VALUE AS PART OF WHOLE:** \$21,127,687

**REMAINDER VALUE AFTER TAKE:** \$21,127,689

**SEVERANCE DAMAGES:** \$ 0

**AMOUNT DUE OWNER:** \$ 973,568

**INTEREST APPRAISED:** Fee Simple

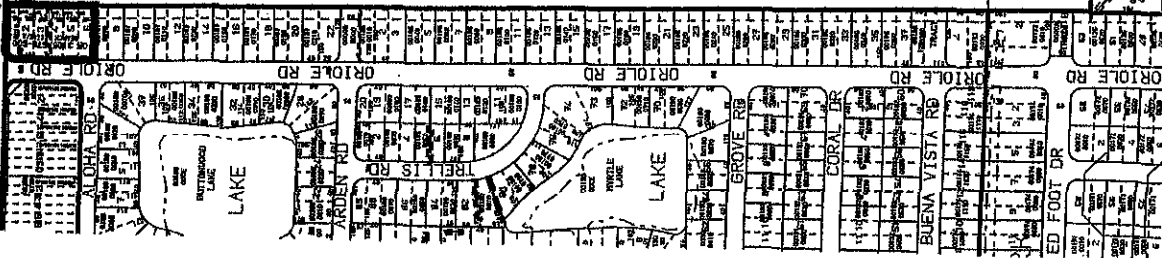
**DATE OF VALUATION:** 23 November 2004

**DATE OF REPORT:** 24 November 2004

**APPRAISERS:** W. Michael Maxwell, MAI, SRA  
Andrea Terregrossa, Registered Trainee Appraiser

**SPECIAL ASSUMPTIONS:** As mentioned above, this report is subject to receipt of survey information 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 new four lane Three Oaks Parkway. There are entry signs, berms, and landscaping located within the take area. The value of these items are being handled mutually between the parties and is therefore outside the scope of this appraisal.

OR 2909/2305-7



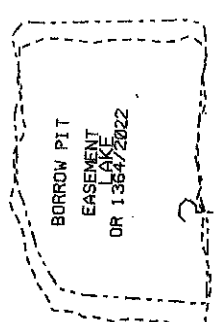
00001  
1000  
SEARCH #21467/D  
177.73 AC

CHESTNUT TREE LOOP  
15.40 AC

INDIAN LAUREL WA

GOLDEN RAIN LN  
00003  
0000  
7.34 AC

SEARCH #20008/A  
PARCEL IN 10-46-25, CODE 14



SUBJECT AREA

THREE OAKS PARKWAY

THREE OAKS PARKWAY 09-654/2681 RD



PO

AL-168 RD  
OR 387/25-8  
OR 387/25-6

1-75

1-75

1-75

0 9.

# 5-Year Sales History

Parcel 118

Three Oaks Widening  
Project No. 4081

NO SALES in Past 5 Years