

Agenda Item Summary

1. ACTION REQUESTED/PURPOSE: Accept Warranty Deed from PDI, LLC, for Jobe Road, a parallel access road along Daniels Parkway; accept the Perpetual Drainage and Access Easement from the Daniels Parkway Center Property Owners' Association to accommodate the stormwater runoff from the 22.5-foot Jobe Road access road.

2. WHAT ACTION ACCOMPLISHES: Deed establishes the County's legal interest in a 22.5-foot strip serving as a parallel access road to Daniels Parkway; drainage easement provides for the accommodation of stormwater runoff from the access road.

3. MANAGEMENT RECOMMENDATION: DOT recommends acceptance of the Deed and Perpetual Drainage Easement.

4. Departmental Category: Transportation

C9A

5. Meeting Date: 02/06/07

6. Agenda:

7. Requirement/Purpose: (specify)

8. Request Initiated:

<input checked="" type="checkbox"/> Consent	<input type="checkbox"/> Statute	LDC 2-275.a.3.b.	Commissioner	
<input type="checkbox"/> Administrative	<input checked="" type="checkbox"/> Ordinance		Department	Transportation
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code		Division	
<input type="checkbox"/> Public	<input type="checkbox"/> Other		By:	
<input type="checkbox"/> Walk-On			Scott Gilbertson, Director	

9. Background:

PDI, LLC, has provided the County with an opportunity to obtain title to an access road parallel to Daniels Parkway. PDI, LLC, has met all requirements of the Lee County Land Development Code applicable to obtain a Board approval for road impact fee credits. The proposed transaction includes acceptance of a Corporate Warranty Deed from PDI, LLC, for a 22.5-foot strip of land parallel to Daniels Parkway known as Jobe Road. The road segment proposed for credits is approximately 340 feet in length. In addition, the transaction includes the acceptance of a Perpetual Drainage and Access Easement over adjacent properties from the Daniels Parkway Center Property Owners' Association. This easement is intended to accommodate the stormwater runoff from the Jobe Road right-of-way. DOT is recommending a total of \$111,375.00 in road impact fee credits to be issued to PDI, LLC, for this transfer. A companion blue sheet recommends that the county accept the improved road segment for maintenance.

- Attachments: 1) Executed Corporate Warranty Deed
 2) Title Commitment
 3) Executed Drainage and Access Easement
 4) County Lands Appraisal Report

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
1/22/07 [Signature]	N/A	N/A	N/A	DWC 1/23/07	Analyst RK 1/23	Risk 1-23-07	Grants 1/23/07	Mgt. 1/23/07	[Signature] 1-22-07

11. Commission Action:

- Approved
 Deferred
 Denied
 Other

RECEIVED BY
 COUNTY ADMIN:
 1/23 10:20 AM
 to RK
 COUNTY ADMIN
 FORWARDED TO:
 1/23 4:30
 to PR

Rec. by CoAtty
 Date: 1/23/07
 Time: 3:35 PM
 Forwarded To:
 ADMIN
 1/23/07 9:20

Corporate Warranty Deed

This Indenture, made OCTOBER 24, 2006, A.D.

Between

PDI LLC, a Florida Limited Liability Company, whose post office address is: 9001 Daniels Parkway, Suite 200, Fort Myers, FL 33912 a corporation existing under the laws of the State of Florida, Grantor and **Lee County Board of Commissioners**, whose post office address is: 1500 Monroe Street, Fort Myers, FL 33901, Grantee,

Witnesseth, that the said Grantor, for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), to it in hand paid by the said Grantee, the receipt whereof is hereby acknowledged, has granted, bargained and sold to the said Grantee forever, the following described land, situate, lying and being in the County of Lee, State of Florida, to wit:

The Southerly 22.5 feet of the following described property:

TRACT 38 of COLONIAL RANCHETTES, INC., an unrecorded subdivision more particularly described as follows: The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) Section twenty-two (Sec. 22), Township forty-five South (T45S), Range twenty-five East (R25E), SUBJECT to easements for roadway purposes over and across the East thirty feet (E 30') thereof; TOGETHER WITH ingress and egress over and across road easements as described in Official Records Book 444, at pages 487 to 489 of the Public Records of Lee County, Florida.

Subject to taxes for the current year, covenants, restrictions and easements of record, if any.

Parcel Identification Number: P/O 22-45-25-09-00000.0040

And the said Grantor does hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

In Witness Whereof, the said Grantor has caused this instrument to be executed in its name by its duly authorized officer and caused its corporate seal to be affixed the day and year first above written.

PDI LLC, a Florida Limited Liability Company

By: _____


John Reisman
Its: Manager

Signed and Sealed in Our Presence:



ATTACHMENT 2

COMMITMENT FOR TITLE INSURANCE

Issued by **Lawyers Title Insurance Corporation**



Lawyers Title Insurance Corporation is a member of the LandAmerica family of title insurance underwriters.

LAWYERS TITLE INSURANCE CORPORATION, a Virginia corporation, herein called the Company, for valuable consideration, hereby commits to issue its policy or policies of title insurance, as identified in Schedule A, in favor of the proposed Insured named in Schedule A, as owner or mortgagee of the estate or interest covered hereby in the land described or referred to in Schedule A, upon payment of the premiums and charges therefor; all subject to the provisions of Schedules A and B and to the Conditions and Stipulations hereof.

This Commitment shall be effective only when the identity of the proposed Insured and the amount of the policy or policies committed for have been inserted in Schedule A hereof by the Company, either at the time of the issuance of this Commitment or by subsequent endorsement.

This Commitment is preliminary to the issuance of such policy or policies of title insurance and all liability and obligations hereunder shall cease and terminate six (6) months after the effective date hereof or when the policy or policies committed for shall issue, whichever first occurs, provided that the failure to issue such policy or policies is not the fault of the Company. This Commitment shall not be valid or binding until countersigned by an authorized officer or agent.

IN WITNESS WHEREOF, LAWYERS TITLE INSURANCE CORPORATION has caused its corporate name and seal to be hereunto affixed by its duly authorized officers, the Commitment to become valid when countersigned by an authorized officer or agent of the Company.

LAWYERS TITLE INSURANCE CORPORATION

Attest:

J. D. Webb

Secretary



By:

Janet A. Albert

President

Conditions and Stipulations

1. The term "mortgage," when used herein, shall include deed of trust, trust deed, or other security instrument.
2. If the proposed Insured has or acquires actual knowledge of any defect, lien, encumbrance, adverse claim or other matter affecting the estate or interest or mortgage thereon covered by this Commitment other than those shown in Schedule B hereof, and shall fail to disclose such knowledge to the Company in writing, the Company shall be relieved from liability for any loss or damage resulting from any act of reliance hereon to the extent the Company is prejudiced by failure to so disclose such knowledge. If the proposed Insured shall disclose such knowledge to the Company, or if the Company otherwise acquires actual knowledge of any such defect, lien, encumbrance, adverse claim or other matter, the Company at its option may amend Schedule B of this Commitment accordingly, but such amendment shall not relieve the Company from liability previously incurred pursuant to paragraph 3 of these Conditions and Stipulations.
3. Liability of the Company under this Commitment shall be only to the named proposed Insured and such parties included under the definition of Insured in the form of policy or policies committed for and only for actual loss incurred in reliance hereon in under taking in good faith (a) to comply with the requirements hereof, or (b) to eliminate exceptions shown in Schedule B, or (c) to acquire or create the estate or interest or mortgage thereon covered by this Commitment. In no event shall such liability exceed the amount stated in Schedule A for the policy or policies committed for and such liability is subject to the insuring provisions and Conditions and Stipulations and the Exclusions from Coverage of the form of policy or policies committed for in favor of the proposed Insured which are hereby incorporated by reference and are made a part of this Commitment except as expressly modified herein.
4. Any action or actions or rights of action that the proposed Insured may have or may bring against the Company arising out of the status of the title to the estate or interest or the status of the mortgage thereon covered by this Commitment must be based on and are subject to the provisions of this Commitment.

Lawyers Title Insurance Corporation

ALTA COMMITMENT

Agent's File Number: HTIL-06-2037

Commitment Number: 43313290LA

Schedule A

Effective Date: February 22, 2006 at 08:00:00 AM

- | 1. Policy or Policies to be issued: | Policy Amount |
|--|---------------|
| <input checked="" type="checkbox"/> ALTA Owner's Policy - 1992 (Owner's Form)
Proposed Insured: | \$280,000.00 |

Lee County Board of Commissioners

ALTA Loan Policy - 1992 (Lender's Form)
Proposed Insured:

2. Fee Simple interest in the land described in this commitment is owned, at the Commitment Date, By:

PDI LLC, a Florida Limited Liability Company

3. The land referred to in this Commitment is located in the County of Lee, State of Florida and described as follows:

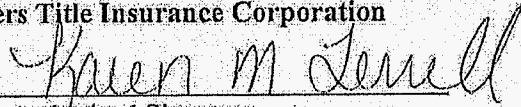
The Southerly 22.5 feet of the following described property:

TRACT 38 of COLONIAL RANCHETTES, INC., an unrecorded subdivision more particularly described as follows: The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) Section twenty-two (Sec. 22), Township forty-five South (T45S), Range twenty-five East (R25E), SUBJECT to easements for roadway purposes over and across the East thirty feet (E 30') thereof; TOGETHER WITH ingress and egress over and across road easements as described in Official Records Book 444, at pages 487 to 489 of the Public Records of Lee County, Florida.

Issued Date: March 2, 2006

Heritage Title Insurance, Ltd. as issuing agent for
Lawyers Title Insurance Corporation

By:


Authorized Signatory
Karen M. Terrell

Lawyers Title Insurance Corporation

ALTA COMMITMENT

Agent's File Number: HTIL-06-2037

Commitment Number: 43313290LA

Schedule B-I

Part I. The following are the requirements to be complied with

1. Payment to, or for the account of the grantors and/or mortgagors of the full consideration for the estate or interest to be insured.
2. Payment of all taxes and/or assessments, levied and assessed against property, which are due and payable.
3. Proper documents creating the estate or interest to be insured must be executed and duly filed for record, to wit:
 - a. Warranty deed from PDI LLC, a Florida Limited Liability Company to Lee County Board of Commissioners conveying the property described in Schedule A hereof.
4. Affidavit satisfactory to the Company must be recorded in the Public Records establishing that either:
grantor(s) in the deed recorded in the Public Records in Lee County, Book 4134, Page 4803 were unmarried at the time of execution and delivery of the deed,
or that the subject property did not constitute any part of the grantor'(s) homestead at said time.

Lawyers Title Insurance Corporation

ALTA COMMITMENT

Agent's File Number: HTIL-06-2037

Commitment Number: 43313290LA

Schedule B-II

Part II. Schedule B of the policy or policies to be issued will contain exception to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public record of attaching subsequent to the effective date hereof but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Rights or claim of parties in possession not shown by the public records.
3. Easements, or claim of easements, not shown by the public records.
4. Encroachments, overlaps, boundary line disputes, or other matters which would be disclosed by an accurate survey and inspection of the premises.
5. Any liens, or right to a lien, for services, labor or material hereto or hereafter furnished, imposed by law and not shown by the public records.
6. Roads, ways, streams or easements, if any, not shown by the public records, riparian rights and the title to any filled-in lands.
7. Taxes for the year 2006, which are not yet due and payable.
8. Any lien provided by Chapter 159, Florida Statutes, in favor of any city, town, village or port authority for unpaid charges for service by any water, sewer or gas system supplying the insured land.
9. Subject land lies within various County Special Assessment Districts and/or Municipal Taxing Districts and are subject to liens for any unpaid special assessments by virtue of the Ordinances and Resolutions creating these districts.
10. Note: 2005 taxes have been paid under parcel Id. No. 22-45-25-09-00000.0040.

See attached Schedule B-II continued

Closing Affidavit (Seller)

Before me, the undersigned authority, personally appeared David Knizner ("Affiant") as Vice President of PDI, LLC, a Florida limited liability company (the "Company"), who being by me first duly sworn, on oath, depose(s) and say(s) that:

1. PDI, LLC, a Florida limited liability company ("Seller"), is the owner of and is selling the following described property ("Property") to Lee County Board of Commissioners ("Buyer"), to wit:

The Southerly 22.5 feet of the following described property:

Tract 38 of COLONIAL RANCHETTES, INC., an unrecorded subdivision more particularly described as follows: The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4) of Section twenty-two (Sec. 22), Township forty-five South (T45S), Range twenty-five East (R25E), SUBJECT to easements for roadway purposes over and across the East thirty feet (E 30') thereof; TOGETHER WITH ingress and egress over and across road easements as described in Official Records Book 444, at pages 487 to 489, of the Public Records of Lee County, Florida.

2. The above described property is free and clear of all liens, taxes, encumbrances and claims of every kind, nature and description of record whatsoever, except for mortgage or mortgages, if any, described in the Deed and except for real estate and personal property taxes for the year 2006, which are not yet due and payable.
3. There have been no improvements, alterations, or repairs since acquisition by the Seller to the above described property for which the costs thereof remain unpaid, that there are no claims for labor or material furnished for repairing or improving the same, which remain unpaid since the acquisition by Seller, and that there are no mechanic's, materialmen's, or laborer's liens since acquisition by Seller against the above described property.
4. There have been no documents recorded in the Public Records of Lee County, Florida subsequent to February 22, 2006, which affect title to the Property and Seller has not entered into any contracts for the sale, disposition or leasing of the Property since said date except as may have been disclosed to Heritage Title Insurance, Ltd. in writing, and Seller has no knowledge of any matter affecting title to the Property.
5. The personal property contained in the building on said property, or on the said premises, and which, if any, is being sold free and clear of all liens, encumbrances, claims and demands whatsoever. The Seller knows of no violations of Municipal or County Ordinances pertaining to the above described property. No judgment or decree has been entered in any court in this State or the United States against said Seller which remains unsatisfied. There are no persons other than Seller in possession of the above described property.
6. Seller agrees that in the event the current real estate or personal property taxes vary in amount from the figures used in making the prorations used in closing the transfer and conveyance of the above described property to said buyers, then a new proration and a correct and proper adjustment will be made upon demand.
7. There are no matters pending against the Seller that could give rise to a lien that would attach to the property between the effective date of commitment and the recording of the interest to be insured. Seller has not and will not execute any instruments that would adversely affect the interest to be insured.
8. Seller's title to, and possession and enjoyment of, the Property have been open, notorious, peaceable and undisturbed, and have never been disputed nor questioned.
9. There are no disputes concerning the boundary lines of the property, and the operation of any buildings on said property has been in compliance with the applicable building codes, ordinances and statutes.

10. Affiant has received no notice of any public hearing regarding assessment for improvements or changes in applicable zoning laws concerning said property within the past ninety (90) days.
11. There are no actions or proceedings now pending in any State or Federal Court to which the Seller is a party, including but not limited to, proceedings in bankruptcy, receivership or insolvency, nor are there any judgments, bankruptcies, liens or executions of any nature, which constitute or could constitute a charge or lien upon said property.
12. There are no unrecorded easements, claims of easement or rights-of-way affecting all or any portion of the property.
13. Seller understands that Section 1445 of the Internal Revenue Code provides that a Buyer of a United States real property interest must withhold tax if the Seller is a foreign person. To inform the Buyer that withholding of tax is not required upon purchase of the Property, Seller certifies the following:
 - a. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust or foreign estate for purposes of United States federal income taxation.
 - b. Seller's U.S. Taxpayer Identification Number is 32-0037943.
 - c. Seller's address is: 9001 Daniels Parkway, Suite 200, Fort Myers, FL 33912.
 - d. No other persons or entities have an ownership interest in the above described property.

Seller understands the Buyer of the Property intends to rely on the foregoing representations in connection with the United States Foreign Investment in Real Property Tax Act (FIRPTA). Seller understands this certification may be disclosed to the Internal Revenue Service by the Buyer and that any false statements contained in this certification may be punished by fine, imprisonment or both. Seller has the authority to sign this affidavit as either individual Seller or on behalf of an entity Seller. Under penalties of perjury, Seller states that this declaration was carefully read and is true and correct.

14. This affidavit is given for the purpose of clearing any possible question or objection to the title to the above referenced property and, for the purpose of inducing Heritage Title Insurance, Ltd. and Lawyers Title Insurance Corporation to issue title insurance on the subject property, with the knowledge that said title companies are relying upon the statements set forth herein. Seller hereby holds Heritage Title Insurance, Ltd. and Lawyers Title Insurance Corporation harmless and fully indemnifies same (including but not limited to attorneys' fees, whether suit be brought or not, and at trial and all appellate levels, and court costs and other litigation expenses) with respect to the matters set forth herein. "Affiant", "Seller" and "Buyer" include singular or plural as context so requires or admits. Seller further states that he/she is familiar with the nature of an oath and with the penalties as provided by the laws of the United States and the State of Florida for falsely swearing to statements made in an instrument of this nature. Seller further certifies that he/she has read, or heard read, the full facts of this Affidavit and understands its context.

Under penalties of perjury, I declare that I have read the foregoing Affidavit and that the facts stated in it are true.

David Knizner, as Vice President of PDI, LLC, a
Florida limited liability company

State of Florida
County of Lee

The foregoing instrument was sworn to and subscribed before me this _____ day of _____, 2006
by David Knizner, as Vice President of PDI, LLC, a Florida limited liability company, as on behalf of said
company, who is personally known or has produced a driver's license as identification.

[Notary Seal]

Notary Public, State of Florida

Printed Name: _____

My Commission Expires: _____

DANIELS PARKWAY CENTER

PERPETUAL DRAINAGE and ACCESS EASEMENT

This indenture is made this 21st day of February, 2006 between Daniels Parkway Center Property Owner's Association, Inc., whose address is 8991 Daniels Center Drive, Suite 103, Fort Myers, FL 33912, (Grantor) and Lee County, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902 (Grantee) as follows:

For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a perpetual drainage and access easement over that portion of the surface water management system on the Daniels Parkway Center more particularly described in attached Exhibit A.

This Easement includes the right to use the water management system to convey water and accommodate the storm water run off applicable to the improvements associated with Jobe Road. Grantee has the right and authority to maintain the water management system within the easement area, including the right to enter upon Grantor's lands in the event the Grantor fails to properly maintain the system so that it will continuously accommodate the water and storage required by the governing SFWMD Permit. However, primary maintenance responsibility rests with Grantor.

This Easement also includes the right of access for the maintenance purposes.

Grantor warrants that subject to existing easements, if any, for public highways, roads, railroads, laterals, ditches, pipelines and electrical transmission and/or distribution lines and telephone and cable television lines covering the land described above, Grantor is lawfully possessed of the land and has good and lawful right and power to convey, and that the property is free and clear of all liens and encumbrances except as recorded in the public records.

This easement is binding on the parties, their successors and assigns.

IN WITNESS of the above this instrument is executed.

Vince Gullo By: Vince Gullo, Director
Daniels Parkway Center Property Owner's Association


Carol L. Wirebaugh
Witness Signature
Printed Name Carol L. Wirebaugh

Carmen Lopez-Negron
Witness Signature
Printed Name Carmen Lopez-Negron

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Agreement was acknowledged before me this 21ST day of FEBRUARY 2006 by VINCE GULLO. He/she is personally known to me or has produced the following identification

Elaine C. Sparling
Notary Public

NOTARY PUBLIC-STATE OF FLORIDA
 Elaine C. Sparling
Commission # DD454734
Expires: SEP 10, 2009
Bonded Thru Atlantic Bonding Co., Inc.

DESCRIPTION

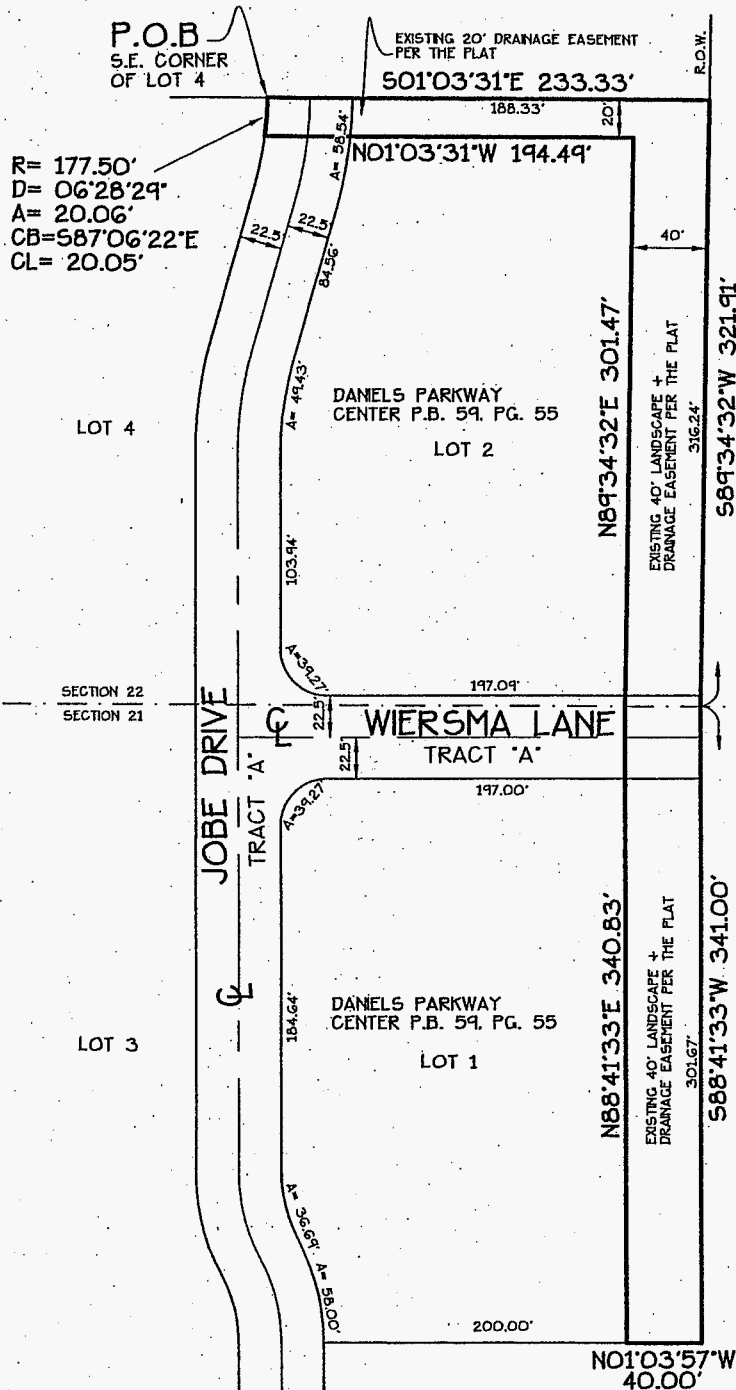
A PARCEL OF LAND FOR A DRAINAGE EASEMENT LOCATED IN SECTIONS 21 AND 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHEAST CORNER OF LOT 4 OF DANIELS PARKWAY CENTER, A SUBDIVISION RECORDED IN PLAT BOOK 59, PAGE 55 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE SOUTH $01^{\circ}03'31''$ EAST ALONG THE EAST LINE OF SAID DANIELS PARKWAY CENTER, A DISTANCE OF 233.33 FEET TO A POINT AT THE NORTH RIGHT OF WAY LINE OF DANIELS PARKWAY; THENCE SOUTH $89^{\circ}34'32''$ WEST ALONG SAID NORTH LINE, A DISTANCE OF 321.91 FEET TO AN ANGLE POINT; THENCE SOUTH $88^{\circ}41'33''$ WEST ALONG SAID NORTH RIGHT OF WAY LINE OF DANIELS PARKWAY, A DISTANCE OF 341.00 FEET TO THE SOUTHWEST CORNER OF LOT 1 OF SAID DANIELS PARKWAY CENTER; THENCE NORTH $01^{\circ}03'57''$ WEST ALONG THE WEST LINE OF SAID LOT 1, A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH LINE OF AN EXISTING LANDSCAPE AND DRAINAGE EASEMENT; THENCE NORTH $88^{\circ}41'33''$ EAST ALONG SAID NORTH LINE, A DISTANCE OF 340.83 FEET TO AN ANGLE POINT; THENCE NORTH $89^{\circ}34'32''$ EAST ALONG SAID NORTH LINE, A DISTANCE OF 301.47 FEET TO A POINT AT THE WEST LINE OF AN EXISTING DRAINAGE EASEMENT; THENCE NORTH $01^{\circ}03'31''$ WEST ALONG SAID WEST LINE, A DISTANCE OF 194.49 FEET TO A POINT OF A CURVE AND BEING AT THE NORTH LINE OF JOBE DRIVE (TRACT "A"); THENCE EASTERLY ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 177.50 FEET, A DELTA OF $06^{\circ}28'29''$, A CHORD BEARING OF SOUTH $87^{\circ}06'22''$ EAST, A CHORD LENGTH OF 20.05 FEET, AN ARC DISTANCE OF 20.06 FEET TO THE POINT OF BEGINNING. CONTAINING 30390.19 SQUARE FEET, MORE OR LESS.

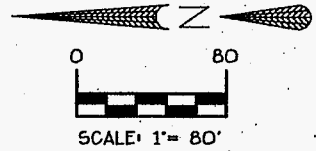
BEARINGS ARE BASED ON THE EAST LINE OF DANIELS PARKWAY CENTER, BEING $SO\ 1^{\circ}03'31''\ E$ PER THE PLAT.

(NOT A SURVEY)
SKETCH OF DESCRIPTION

LYING IN
 SECTIONS 21 & 22, TWP. 45S., RNG. 25E.



R= 177.50'
 D= 06°28'29"
 A= 20.06'
 CB=587°06'22"E
 CL= 20.05'



LEGEND

- P.O.B. = POINT OF BEGINNING
- P.B. = PLAT BOOK
- P.G. = PAGE
- U.E. = UTILITY EASEMENT
- D.E. = DRAINAGE EASEMENT
- SEC. = SECTION
- TWP. = TOWNSHIP
- RNG. = RANGE
- SQ. FT. = SQUARE FEET
- R.O.W. = RIGHT OF WAY
- R= RADIUS
- D= DELTA
- A= ARC
- CB= CHORD BEARING
- CL= CHORD LENGTH

SHEET 2 OF 2
 SEE SHEET 1 OF 2 FOR DESCRIPTION



community engineering services, inc.
 civil engineering surveying project management
 EB-0006613 LB-6572
 8991 Daniels Center Drive, Suite 103
 Fort Myers, Florida 33912
 Telephone (239) 936-6777 Fax (239) 936-8064

THIS MAP IS NOT VALID WITHOUT THE ORIGINAL SIGNATURE AND RAISED SEAL OF THE FLORIDA LICENSED SURVEYOR AND CHAPTER.

Donald D. Smith
 DONALD D. SMITH
 FLORIDA REGISTRATION NO. 4078
 DATE SIGNED: 2-20-06

MEMORANDUM
FROM
COUNTY LANDS

Date: January 24, 2005

To Andy Getch, P.E.
DOT Project Manager

From: Karen L. W. Forsyth
Karen L. W. Forsyth
Director of County Lands

RE: APPRAISAL REVIEW

Project: Jobe Drive – Road Impact Credit

Owner: PDI, LLC (per 2005 Lee County Property Appraiser GIS data)

Date of Valuation: November 8, 2004

Date of Review: January 20, 2005

- I. Identification of the Reports Being Reviewed:** The report being reviewed is a summary appraisal report prepared David Vaughan, MAI, of the appraisal firm of Diversified Appraisal, Inc. The report is identified by the appraiser as Job #110401 – Jobe Drive Extension.
- II. Purpose:** The purpose of the appraisal was to estimate the market value of the subject property.

Market Value is defined as:

“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 and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised, and acting in what they consider their best interests;

JAN 27 2005
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3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in United States dollars or in terms of financial arrangements comparable thereto; and
5. the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale."¹

Subject's legal description, Exhibit "A", is attached hereto and made a part hereof.

III. Function: The function of the appraisal is to serve as a basis for determining roadway impact fee credits to be granted by Lee County, in exchange for ± 7,425 sq. ft. for roadway.

IV. Interest Appraised: The interest appraised is the fee simple interest.

V. Valuation:

Parent Tract, Land Only, subject as of November 8, 2004 (7,425 sq. ft. x \$15/ sq. ft.)	\$111,375.00
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The estimate value is approved at	\$111,375.00 (Land Only)
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NOTE: A construction cost estimate for roadway was included in the appraisal report (see EXHIBIT "B"). This review does not consider the roadway construction costs.

¹ Standards of Professional Appraisal, Practice of the Appraisal Institute.

cc: Robert Clemens

ASSUMPTIONS AND LIMITING CONDITIONS

1. The review report attached hereto is based on data and information contained in the appraisal report that is the subject of this review as well as additional information from other sources that may be applicable.
2. It is assumed that the data and information are factual and accurate.
3. The reviewer reserves the right to consider any additional data or information that may subsequently become available to her and to revise her opinions and conclusions if such data and information indicate the need for such change.
4. All of the assumptions and limiting conditions contained in the appraisal report that is the subject of this review are also conditions of this review unless otherwise stated.
5. **It is assumed fee simple interest will be conveyed to the County, subject only to zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area and of record.**

Exhibit "A"

Prepared by: Karen Ferrell
Incident to the Issuance
of Title Insurance
Record & Return to:
Heritage Title Insurance, Ltd.
9400 Gladifolus Drive - Suite 270
Ft. Myers, Florida 33908

File Number: HTIL-03-2407



INSTR # 6063071
OR BK 04134 Pg 4803; (1pg)
RECORDED 12/02/2003 12:51:12 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY, FLORIDA
RECORDING FEE 6.00
DEED DOC 726-00
DEPUTY CLERK J Miller

General Warranty Deed

Made this November 26, 2003 A.D. By LEON JOHN SMIZER, whose address is: 13400 Palomino Lane, Ft. Myers, FL 33912, hereinafter called the grantor, to PDI, LLC, a Limited Liability Company, whose post office address is: 9001 Daniels Parkway, Suite 200, Ft. Myers, FL 33912, hereinafter called the grantee:

(Whenever used herein the term "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations)

Witnesseth, that the grantor, for and in consideration of the sum of Ten Dollars, (\$10.00) and other valuable considerations, receipt whereof is hereby acknowledged, hereby grants, bargains, sells, aliens, remises, releases, conveys and confirms unto the grantee, all that certain land situate in Lee County, Florida, viz:

The Southerly 22.5 feet of the following described property:

TRACT 38 of COLONIAL RANCHETTES, INC., an unrecorded subdivision more particularly described as follows: The Northeast Quarter (NE 1/4) of the Southwest Quarter (SW 1/4) of the Southwest Quarter (SW 1/4) of the Northwest Quarter (NW 1/4), Section twenty-two (Sec. 22), Township forty-five South (T45S), Range twenty-five East (R25E), SUBJECT to easements for roadway purposes over and across the East thirty feet (E 30') thereof; TOGETHER WITH ingress and egress over and across road easements as described in Official Records Book 444, at pages 487 to 489 of the Public Records of Lee County, Florida.

Part of Parcel ID Number: 22-45-25-00-00001.0030

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances except taxes accruing subsequent to December 31, 2003.

In Witness Whereof, the said grantor has signed and sealed these presents the day and year first above written.

Signed, sealed and delivered in our presence:

Witness Printed Name: Melinda Houdasheldt

(Seal)

LEON JOHN SMIZER
Address: 13400 Palomino Lane, Ft. Myers, FL 33912

Witness Printed Name: LENA VINCENT

Address:

State of Florida
County of Lee

The foregoing instrument was acknowledged before me this 26th day of November, 2003, by LEON JOHN SMIZER, who is/are personally known to me or who has produced Photo I.D. - as identification.

Notary Public
Print Name: Melinda Houdasheldt
Commission # DD 149539
My Commission Expires: Exp 05, 2008
Bonded Through

Atlantic Bonding Co., Inc.

JOB ROAD EXTENSION				
BUDGET				
JUNE 25TH, 2004				
Description	Unit	Quantity	Unit Cost	Total
Land Cost 11/30/03	sq ft	7425	\$ 15.00	\$ 111,375.00
General Requirements				\$ 65,490.00
Design (CES)		1	\$ 5,000.00	\$ 5,000.00
Metron (Traffic Study)		1	\$ 1,250.00	\$ 1,250.00
Lee County		1	\$ 1,740.00	\$ 1,740.00
Legal		1	\$ 2,500.00	\$ 2,500.00
Insurance		1	\$ 5,000.00	\$ 5,000.00
Construction Management	6%	1	\$ 13,606.02	\$ 14,000.00
Developer Fee	15%	1	\$ 36,115.05	\$ 36,000.00
Sitework				\$ 46,110.00
Mobilization	LS	1	\$ 1,575.00	\$ 1,575.00
Clearing and Grubbing	LS	1	\$ 8,400.00	\$ 8,400.00
Survey Stakeout {Survey}	LS	1	\$ 4,200.00	\$ 4,200.00
Material Testing	LS	1	\$ 735.00	\$ 735.00
Fill, Compact & Grade Exist. Pond Section	LS	1	\$ 15,975.00	\$ 15,975.00
Demo Drive, Fence and Wood Str	LS	1	\$ 2,500.00	\$ 2,500.00
Final Grade	LS	1	\$ 2,000.00	\$ 2,000.00
Fill	LS	1	\$ 10,725.00	\$ 10,725.00
Water System				\$ 7,358.55
10" C900 DR18 PVC Pipe	LF	123	\$ 38.85	\$ 4,778.55
Relocate Fire Hydrant	LS	1	\$ 60.00	\$ 60.00
10" MJ 45 W/ML	EA	2	\$ 472.50	\$ 945.00
Testing	EA	1	\$ 840.00	\$ 840.00
Jumper	EA	1	\$ 735.00	\$ 735.00
Drainage System				\$ 3,780.00
Set VGI on Exist 12" X 18" MES	EA	2	\$ 1,890.00	\$ 3,780.00
Roadway System				\$ 40,653.65
Rough Grade & Balance Roadway	LS	1	\$ 3,150.00	\$ 3,150.00
12" Stab. Subgrade	SY	1195	\$ 2.63	\$ 3,142.85
8" Limerock Base	SY	960	\$ 7.88	\$ 7,564.80
1 1/2" Type S-III Asphalt (One Lift)	SY	960	\$ 8.40	\$ 8,064.00
Type F Curb	LF	590	\$ 12.60	\$ 7,434.00
3' Valley Gutter	LF	120	\$ 18.90	\$ 2,268.00
Flume w Rip-Rap	EA	2	\$ 630.00	\$ 1,260.00
Guardrail	LS	1	\$ 5,250.00	\$ 5,250.00
Bahia Sod in R/W	LS	1	\$ 1,050.00	\$ 1,050.00
Signage & Striping	LS	1	\$ 1,470.00	\$ 1,470.00
Allowances				\$ 2,000.00
FPL Power Pole Relocation Allowance	LS	1	\$ 2,000.00	\$ 2,000.00
TOTAL				\$ 276,767.20