

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

Blue Sheet No. 20060513

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for acquisition of Parcel 40, Gladiolus Drive Widening, Project No. 4083, in the amount of \$77,112; authorize the payment of fees and costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Acquires property necessary for the widening of Gladiolus Drive and avoids condemnation proceedings.

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6

C6B

5. Meeting Date:

05-16-2006

6. Agenda:

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

7. Requirement/Purpose: (specify)

- Statute 73 and 125
- Ordinance
- Admin. Code
- Other BS 20051794

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 Interest in 4,951 square feet and Drainage Easement interest in 2,802 square feet of vacant land.

Property Details:

Owner: Gladiolus Land Trust II, LLC, a Florida Limited Liability Company
Address: 10940 Gladiolus Drive, Fort Myers
STRAP No.: 32-45-24-00-00002.0010

Purchase Details:

Purchase Price: \$77,112
Attorney Fees: \$8,154.96
Closing Costs: \$1,200

The purchase price is at the Seller's asking price, and can be justified considering recent increases in land value as well as the costs associated with condemnation proceedings.

Appraisal Information:

Company: Hanson Real Estate Advisors, Inc.
Appraised Value: \$47,400 as of October 28, 2005

Appraisal reports, prepared subsequent to the October 28, 2005 report, on similar property in the project indicate the market value of this property has increased to the level of the purchase price.

Staff Recommendation: Staff recommends the Board approve the action requested.

Account: 20408330700.506110

Attachments: Purchase Agreement; Location Map; Affidavit of Beneficial Interest; In-House Title Report; 10/28/05 Appraisal Letter for Parcel 40; 12/5/05 Valuation Analysis of Parcel 89; 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>R. Forsyth</i>			<i>Mark...</i>	<i>Robert...</i>	<i>5/17/06</i>	<i>5/17/06</i>	<i>5/17/06</i>	<i>5/17/06</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN.
 4-28-06
 2:05
 COUNTY ADMIN
 FORWARDED TO
 5-21-06 4:15 PM
 5/21/06

Rec. by CoAtty
 Date: 4/28/06
 Time: 10:30am
 Forwarded To:
Admin.
4/28/06 2pm

Lee County
County Lands Division
Project: Gladiolus Drive Widening Project
Parcel: 40 and 40DE
STRAP No.: Part of 32-45-24-00-00002.0010

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 _____, 20_____ by **Gladiolus Land Trust II, LLC a Florida Limited Liability Company**, whose address is _____, 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 4,951 square feet more or less, and a Drainage Easement consisting of 2,802 square feet and located at 10940 Gladiolus Drive, Fort Myers, FL 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 Gladiolus Drive 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 Seventy seven thousand one hundred twelve and no/100 dollars (\$77,112.00), 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 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.~~ *KM*

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER);
- (c) Seller's attorney's fees and costs in the amount of \$ 8,154.96. *KM*

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 ^{may KM} 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. ^{KM}

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. ^{KM}

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER ^{KM} warrants and represents ^{to the best of} 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:

Jacqueline Dawn Butler
Keith A. Mullins

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Gladiolus Land Trust II, LLC a Florida
Limited Liability Company

Kay D. Mullins
Kay D. Mullins, Managing Member

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN

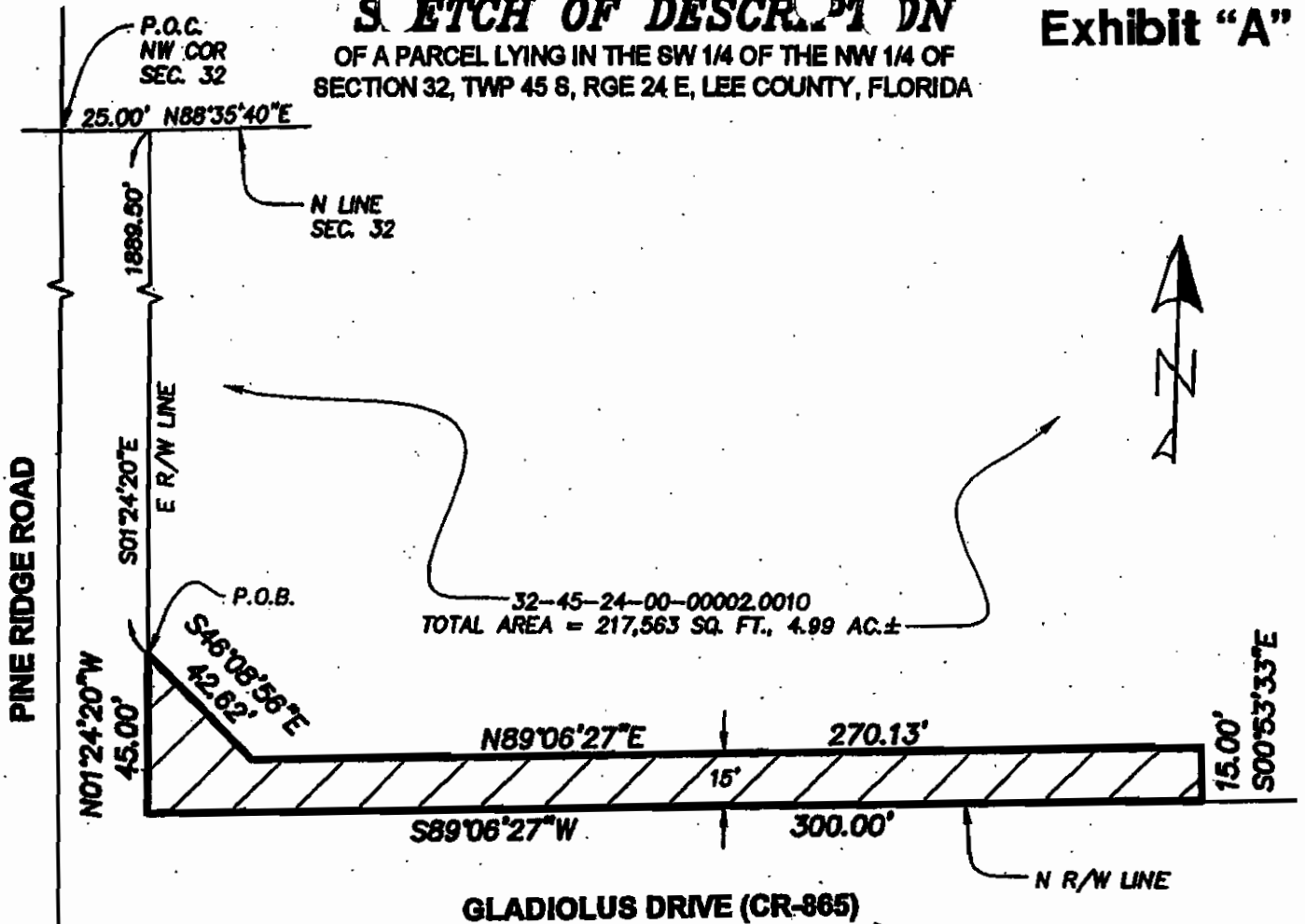
APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SKETCH OF DESCRIPTION

Exhibit "A"

OF A PARCEL LYING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA



PARCEL NO.: 40
 PROPERTY OWNER: STEVEN H. PALETSKY AND
 MERRILL PALETSKY,
 HUSBAND AND WIFE
 REFERENCE: O.R.B. 2293, PG 3975
 STRAP NO.: 32-45-24-00-00002.0010
 AREA OF TAKE: 4,951 SQ. FT., 0.11 AC.±
 AREA OF REMAINDER: 212,612 SQ. FT., 4.88 AC.±

KEY:

- AC. = ACRES
- COR. = CORNER
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
- SEC. = SECTION
- SQ. FT. = SQUARE FEET

James N. Wilkison
 JAMES N. WILKISON (FOR THE FIRM LB6773)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 4878
 THIS 15th DAY OF May, 2005.

NOTE:
 SEE SHEET 2 OF 2
 FOR DESCRIPTION

THIS IS NOT A SURVEY

JEFFREY C. COONER AND ASSOCIATES, INC.

SURVEYING AND MAPPING
 3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912
 PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: TAKE PARCEL IN THE SW 1/4 OF THE NW 1/4 OF SEC 32-45-24	DATE: 1/28/05	SCALE: 1"=50'
	PROJECT No: 020504	REV: 3/15/05
		DWG No: 02_0010SKD1
		SHEET: 1 OF 2

Exhibit "A"

SKETCH OF DESCRIPTION

OF A PARCEL LYING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA

DESCRIPTION

DESCRIPTION OF A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, ALSO BEING A PART OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 2208, PAGE 3075, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, THENCE RUN N89°38'40"E, A DISTANCE OF 25.00 FEET ALONG THE NORTH LINE OF SAID SECTION 32 TO THE EAST RIGHT-OF-WAY LINE OF PINE RIDGE ROAD (100 FOOT WIDE), THENCE RUN S81°24'27"E, A DISTANCE OF 1,000.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING, THENCE RUN S40°16'55"E, A DISTANCE OF 41.52 FEET, THENCE RUN N60°06'27"E, A DISTANCE OF 272.15 FEET ALONG A LINE THAT RUNS 15 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (100 FOOT WIDE), THENCE RUN S80°55'35"E, A DISTANCE OF 14.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE, THENCE RUN S89°02'27"W, A DISTANCE OF 300.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE OF PINE RIDGE ROAD, THENCE RUN N01°24'20"W, A DISTANCE OF 45.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 4,351 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

ALL RECORDING REFERENCES ARE FROM THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOTE:
SEE SHEET 1 OF 2
FOR SKETCH

THIS IS NOT A SURVEY
COGNER & ASSOCIATES, INC.

1775 W. UNIVERSITY BLVD. SUITE 200
TALLAHASSEE, FLORIDA 32310-1000
TEL: 904.224.1111 FAX: 904.224.1112

COGNER & ASSOCIATES, INC.
REGISTERED PROFESSIONAL SURVEYOR
NO. 12345

BOOK

PAGE

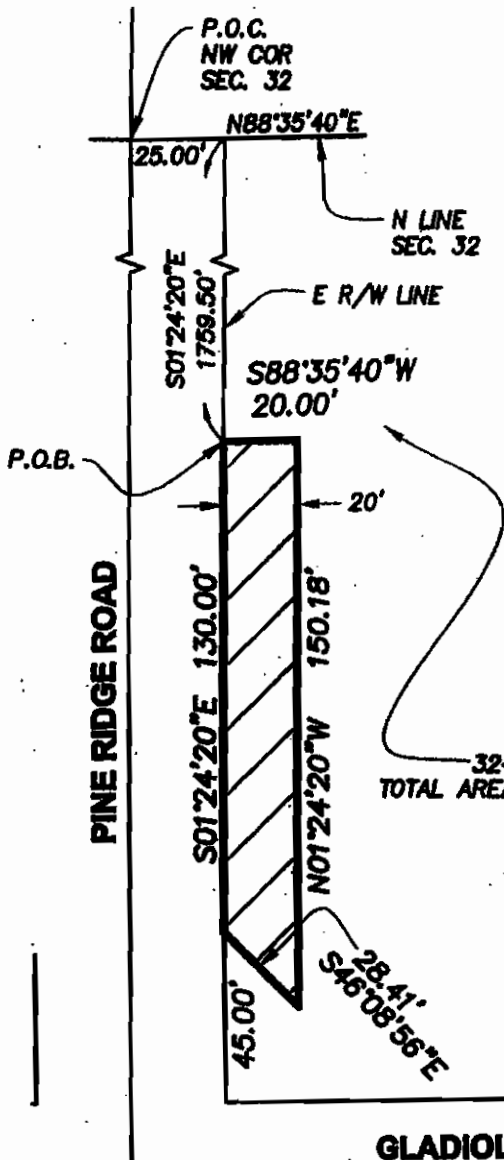
DATE

2001

SKETCH OF DESCRIPTION

Exhibit "A"

OF A PARCEL LYING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA



PARCEL NO.: 40 DE
 PROPERTY OWNER: STEVEN H. PALETSKY AND
MERRILL PALETSKY,
HUSBAND AND WIFE
 REFERENCE: O.R.B. 2293, PG 3975
 STRAP NO.: 32-45-24-00-00002.0010
 AREA OF TAKE: 2802 SQ. FT., 0.06 AC.±
 AREA OF REMAINDER: 214,761 SQ. FT., 4.93 AC.±

32-45-24-00-00002.0010
 TOTAL AREA = 217,563 SQ. FT., 4.98 AC.±

KEY:

- AC. = ACRES
- COR. = CORNER
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- O.R.B. = OFFICIAL RECORDS BOOK
- R/W = RIGHT-OF-WAY
- SEC. = SECTION
- SQ. FT. = SQUARE FEET

James M. Wilkison
JAMES M. WILKISON (FOR THE FIRM LB6773)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 4876
 THIS 2nd DAY OF Feb, 2005.

NOTE:
 SEE SHEET 2 OF 2
 FOR DESCRIPTION

THIS IS NOT A SURVEY

JEFFREY C. COONER AND ASSOCIATES, INC.

SURVEYING AND MAPPING
 3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912
 PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: EASEMENT PARCEL IN THE SW 1/4 OF THE NE 1/4 OF SEC 32-45-24	DATE: 1/26/05	SCALE: 1"=50'
	PROJECT No: 020504	DWG No: 02_0010SKD2 SHEET: 1 OF 2

SKETCH OF DESCRIPTION

Exhibit "A"

OF A PARCEL LYING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TWP 46 S, RGE 24 E, LEE COUNTY, FLORIDA

DESCRIPTION:

DESCRIPTION OF A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, ALSO BEING A PART OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 2293, PAGE 3975, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, THENCE RUN N88°50'16"E, A DISTANCE OF 25.00 FEET ALONG THE NORTH LINE OF SAID SECTION 32 TO THE EAST RIGHT-OF-WAY LINE OF PINE RIDGE ROAD (50-FOOT WIDE); THENCE RUN S01°24'20"E, A DISTANCE OF 1,759.50 FEET SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUE S01°24'20"E, A DISTANCE OF 130.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE RUN S46°08'56"E, A DISTANCE OF 28.41 FEET TO A LINE THAT IS 20 FEET EAST OF AND PARALLEL TO SAID EAST RIGHT-OF-WAY LINE; THENCE RUN N01°24'20"W, A DISTANCE OF 150.18 FEET ALONG SAID LINE; THENCE RUN S88°35'40"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,802 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

ALL RECORDING REFERENCES ARE FROM THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOTE:
SEE SHEET 1 OF 2
FOR SKETCH

THIS IS NOT A SURVEY

JEFFREY C. COONER AND ASSOCIATES, INC.

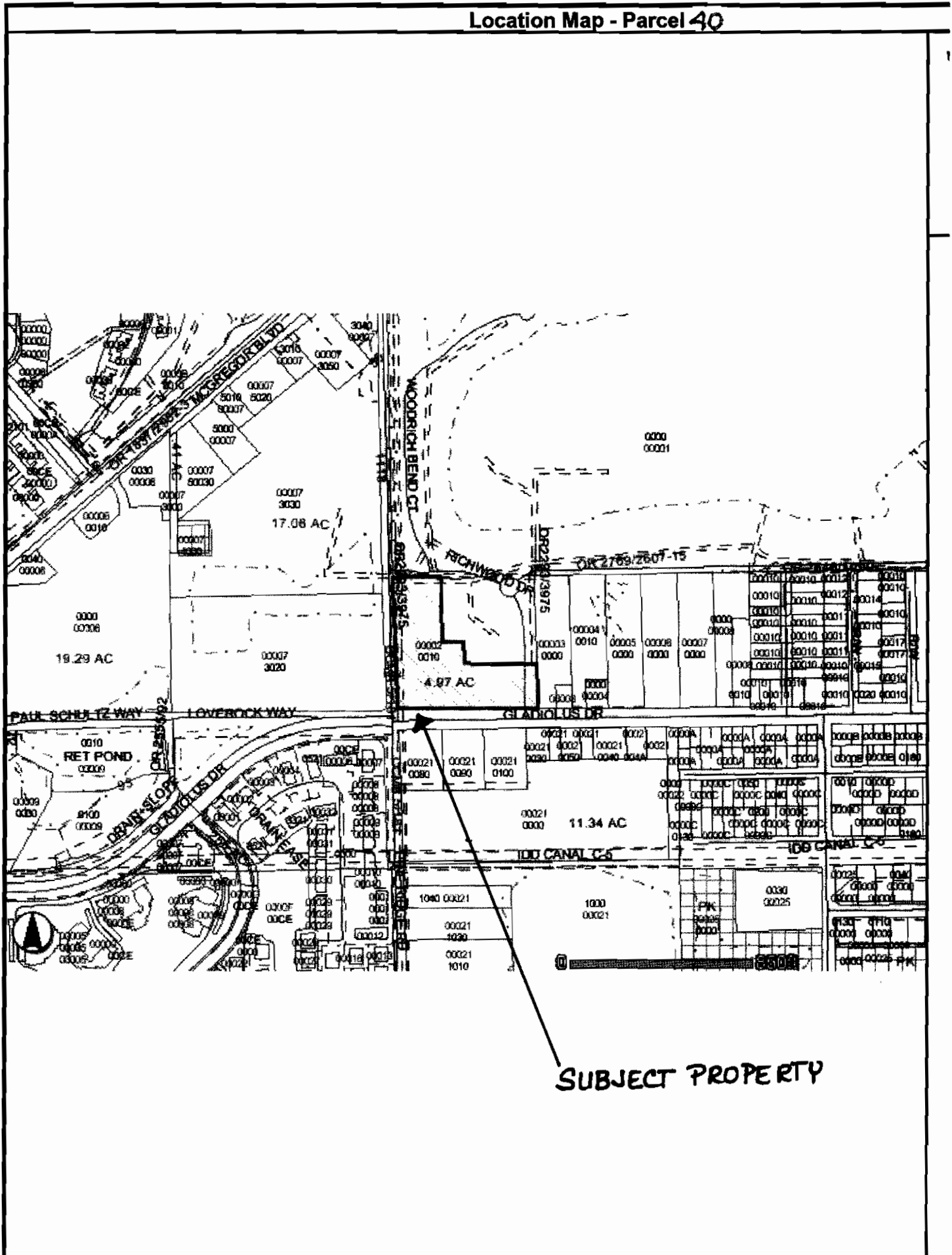
SURVEYING AND MAPPING

3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912

PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: EASEMENT PARCEL IN THE SW 1/4 OF THE NW 1/4 OF SEC 32-45-24	DATE: 1/14/05	SCALE:
	PROJECT No: 020504	DWG No: 02_0010SK02 SHEET: 2 OF 2

Location Map - Parcel 40



STRAP: 32-45-24-00-00002.0010
Parcel: 40
Project: Gladiolus Drive Widening, No. 4083

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 16 day of April, 2006 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:

Gladiolus Land Trust II, LLC, a Florida Limited Liability Company
2248 First Street
Fort Myers, FL 33901

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

1. William D. Branch 52605 Landing Dr. Ft Myers FL 33919
 2. Al Rothman 12232 Jaycuelo Coon Rapids MN 55448
 3. Nick + Brigitte Jasso 1700 Lorraine Cir. Naples FL 34108
 4. Dr. Rodney H Turner 6220 Tedwinton Dr. Ft Myers FL 33908
 5. Dr. Robert A. Sempell 26572 Hickory Blvd. Bonita Springs FL 34134
 6. Arla Hellbrandt 26572 Hickory Blvd Bonita Springs FL 34134
 7. Kay Mullins 11149 Harbour yacht Ct. Ft Myers FL 33908
- The real property to be conveyed to Lee County is known as: See attached Exhibit A

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

William K. Mullins, Jr.
Witness Signature

William K. Mullins, Jr.
Printed Name

Kay D. Mullins
Signature of Affiant

KAY D. MULLINS
Printed Name

Jacqueline Shawn Butler
Witness Signature

Jacqueline Shawn Butler
Printed Name

Affidavit of Interest in Real Property
Parcel: 40 and 40DE
STRAP: 32-45-24-00-00002.0010
Project: Gladiolus Drive Widening, No. 4083

STATE OF Florida
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 13 day of April, 2006 by
Kay D. Mullins
(name of officer or agent, title of officer or agent)

of Gladiolus Land Trust II, LLC, a Florida Limited Liability Company, on behalf of the company.

Brenda I. Hovey
(Notary Signature)

(SEAL)



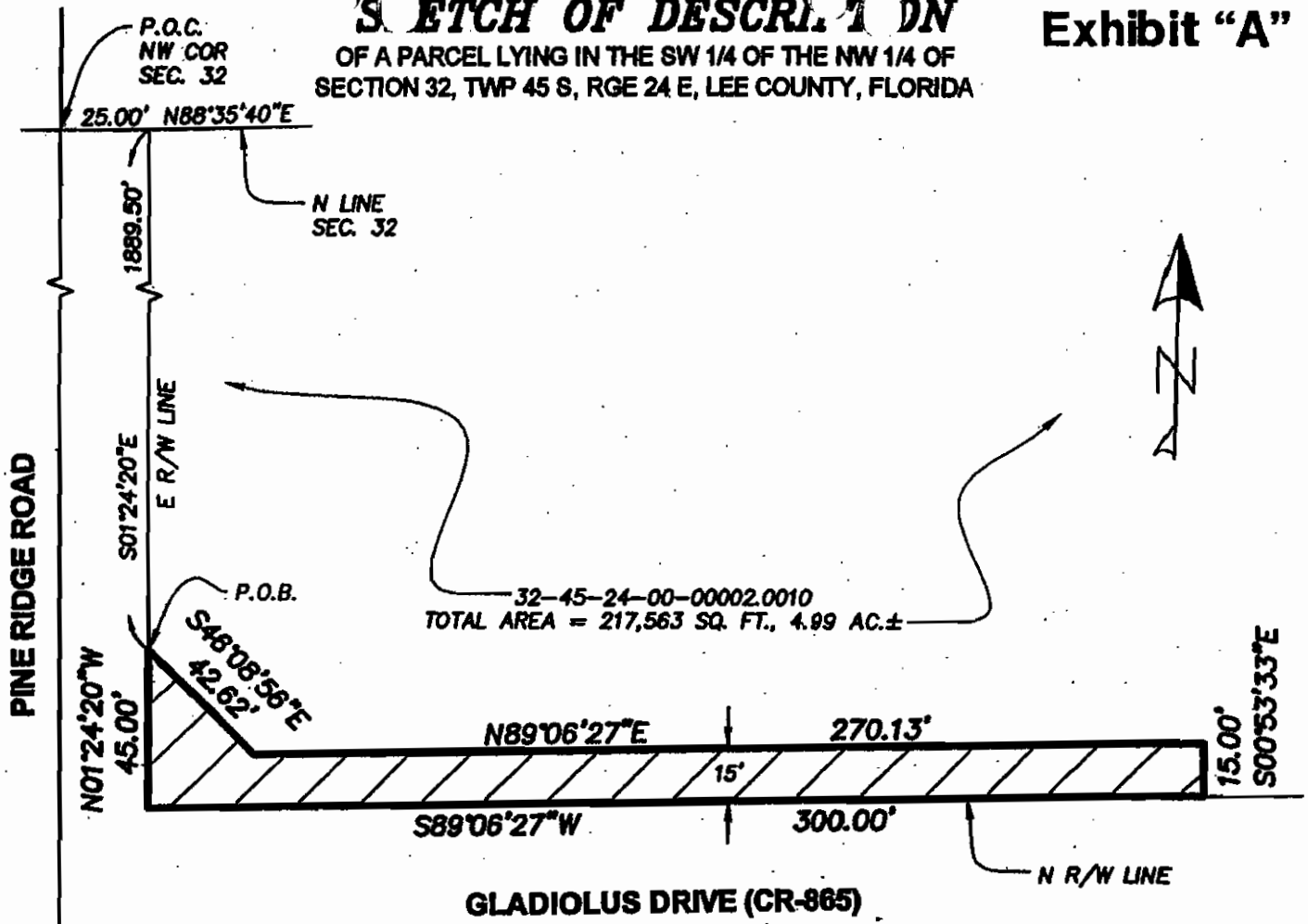
Brenda I. Hovey
(Print, type or stamp name)

Personally known
OR Produced Identification
Type of Identification _____

SKETCH OF DESCRIPTION

OF A PARCEL LYING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA

Exhibit "A"



PARCEL NO.: 40
 PROPERTY OWNER: STEVEN H. PALETSKY AND MERRILL PALETSKY, HUSBAND AND WIFE
 REFERENCE: O.R.B. 2293, PG 3975
 STRAP NO.: 32-45-24-00-00002.0010
 AREA OF TAKE: 4,851 SQ. FT., 0.11 AC.±
 AREA OF REMAINDER: 212,612 SQ. FT., 4.88 AC.±

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 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 O.R.B. = OFFICIAL RECORDS BOOK
 R/W = RIGHT-OF-WAY
 SEC. = SECTION
 SQ. FT. = SQUARE FEET

James N. Wilkison
 JAMES N. WILKISON (FOR THE FIRM LB6773)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 4876
 THIS 18th DAY OF March, 2005.

NOTE:
 SEE SHEET 2 OF 2
 FOR DESCRIPTION

THIS IS NOT A SURVEY

JEFFREY C. COONER AND ASSOCIATES, INC.

SURVEYING AND MAPPING
 3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912
 PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: TAKE PARCEL IN THE SW 1/4 OF THE NW 1/4 OF SEC 32-45-24	DATE: 1/28/05	SCALE: 1"=50'
	PROJECT No: 020504	REV: 3/15/05
	DWG No: 02_0010SKD1	SHEET: 1 OF 2

Exhibit "A"

SKETCH OF DESCRIPTION

OF A PARCEL LYING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TWP 43 S, RGE 24 E, LEE COUNTY, FLORIDA

DESCRIPTION:

DESCRIPTION OF A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, ALSO BEING A PART OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 2203, PAGE 3975, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32; THENCE RUN N81°35'40"E, A DISTANCE OF 25.00 FEET ALONG THE NORTH LINE OF SAID SECTION 32 TO THE EAST RIGHT-OF-WAY LINE OF PINE RIDGE ROAD (30 FOOT WIDE); THENCE RUN S01°24'20"E, A DISTANCE OF 1,200.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE RUN S40°08'55"E, A DISTANCE OF 42.82 FEET; THENCE RUN N88°00'27"E, A DISTANCE OF 270.13 FEET ALONG A LINE THAT RUNS 15 FEET NORTH OF AND PARALLEL TO THE NORTH RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (100 FOOT WIDE); THENCE RUN S00°53'53"E, A DISTANCE OF 15.00 FEET TO SAID NORTH RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE; THENCE RUN S87°09'27"W, A DISTANCE OF 300.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO AN INTERSECTION WITH SAID EAST RIGHT-OF-WAY LINE OF PINE RIDGE ROAD; THENCE RUN N01°24'20"W, A DISTANCE OF 45.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING.

CONTAINING 4,851 SQUARE FEET OR 0.11 ACRES, MORE OR LESS.

ALL RECORDING REFERENCES ARE FROM THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOTE:
SEE SHEET 1 OF 2
FOR SKETCH

THIS IS NOT A SURVEY

COONER & ASSOCIATES, INC.

2870 2nd Street, Fort Myers, Florida 33905
TELEPHONE: 239-937-0000 FAX: 239-937-0001 WWW.COONER.COM

THIS DOCUMENT IS THE PROPERTY OF
COONER & ASSOCIATES, INC.

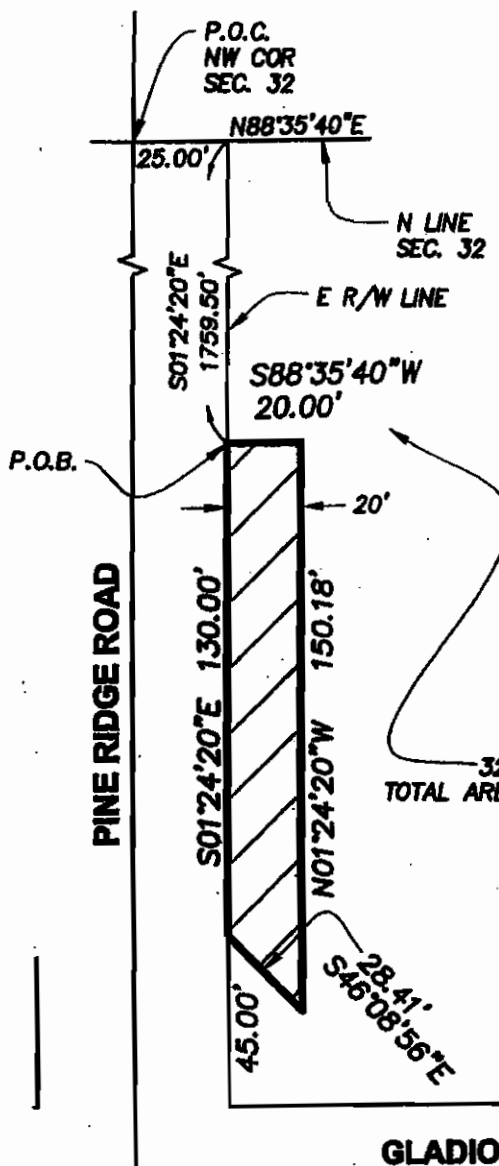
LEE COUNTY DISTRICT ENGINEERING

SWF

SKETCH OF DESCRIPTION

Exhibit "A"

OF A PARCEL LYING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA



PARCEL NO.: 40 DE
 PROPERTY OWNER: STEVEN H. PALETSKY AND
MERRILL PALETSKY,
HUSBAND AND WIFE
 REFERENCE: O.R.B. 2293, PG 3975
 STRAP NO.: 32-45-24-00-00002.0010
 AREA OF TAKE: 2802 SQ. FT., 0.06 AC.±
 AREA OF REMAINDER: 214,761 SQ. FT., 4.93 AC.±

32-45-24-00-00002.0010
 TOTAL AREA = 217,563 SQ. FT., 4.99 AC.±

KEY:
 AC. = ACRES
 COR. = CORNER
 P.O.B. = POINT OF BEGINNING
 P.O.C. = POINT OF COMMENCEMENT
 O.R.B. = OFFICIAL RECORDS BOOK
 R/W = RIGHT-OF-WAY
 SEC. = SECTION
 SQ. FT. = SQUARE FEET

James N. Wilkison
 JAMES N. WILKISON (FOR THE FIRM LB8773)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA LICENSE NO. LS 4876
 THIS 2nd DAY OF Feb, 2005.

NOTE:
 SEE SHEET 2 OF 2
 FOR DESCRIPTION

THIS IS NOT A SURVEY

JEFFREY C. COONER AND ASSOCIATES, INC.

SURVEYING AND MAPPING
 3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912
 PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: EASEMENT PARCEL IN THE SW 1/4 OF THE NE 1/4 OF SEC 32-45-24	DATE: 1/26/05	SCALE: 1"=50'
	PROJECT No: 020504	DWG No: 02_0010SKD2 SHEET: 1 OF 2

SKETCH OF DESCRIPTION

Exhibit "A"

OF A PARCEL LYING IN THE SW 1/4 OF THE NW 1/4 OF SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA

DESCRIPTION:

DESCRIPTION OF A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, ALSO BEING A PART OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 2293, PAGE 3975, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 32, THENCE RUN N88°50'16"E, A DISTANCE OF 25.00 FEET ALONG THE NORTH LINE OF SAID SECTION 32 TO THE EAST RIGHT-OF-WAY LINE OF PINE RIDGE ROAD (50-FOOT WIDE); THENCE RUN S01°24'20"E, A DISTANCE OF 1,759.50 FEET SAID EAST RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE CONTINUE S01°24'20"E, A DISTANCE OF 130.00 FEET ALONG SAID EAST RIGHT-OF-WAY LINE; THENCE RUN S46°08'56"E, A DISTANCE OF 28.41 FEET TO A LINE THAT IS 20 FEET EAST OF AND PARALLEL TO SAID EAST RIGHT-OF-WAY LINE; THENCE RUN N01°24'20"W, A DISTANCE OF 150.18 FEET ALONG SAID LINE; THENCE RUN S88°35'40"W, A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 2,802 SQUARE FEET OR 0.06 ACRES, MORE OR LESS.

ALL RECORDING REFERENCES ARE FROM THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOTE:
SEE SHEET 1 OF 2
FOR SKETCH

THIS IS NOT A SURVEY

JEFFREY C. COONER AND ASSOCIATES, INC.

SURVEYING AND MAPPING

3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912

PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: EASEMENT PARCEL IN THE SW 1/4 OF THE NW 1/4 OF SEC 32-45-24	DATE: 1/14/05	SCALE:
	PROJECT No: 020504	DWG No: 02_0010SKD2 SHEET: 2 OF 2

Division of County Lands

Updated Ownership and Easement Search

Search No. 32-45-24-00-00002.0010

Date: December 30, 2005

Parcel: 40

Project: Gladiolus Drive Widening, Project 4083

To: Michele S. McNeill-Despot, SRWA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 32-45-24-00-00002.0010

Effective Date: November 28, 2005, at 5:00 p.m.

Subject Property: See attached Exhibit "A"

Title to the subject property is vested in the following:

Gladiolus Land Trust II, a Florida limited liability company

By that certain instrument dated April 7, 2005, recorded June 22, 2005, in Official Record Book 4766, Page 45, Public Records of Lee County, Florida.

Easements:

1. Utility and Drainage Easement by Richwood Lake Estates, Ltd., a Florida limited partnership in favor of Steven H. Paletsky and Merrill Paletsky, recorded in Official Record Book 2293, Page 3975, Public Records of Lee County, Florida.
2. Declaration of Ingress, Egress, Utility and Signage Easement by Richwood Lake Estates, Ltd., recorded in Official Record Book 2293, Page 3969, as amended by instrument recorded in Official Record Book 2584, Page 2781, Public Records of Lee County, Florida.

NOTE (1): Deed recorded July 21, 1972 in Official Record Book 835, Page 603, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (2): Deed recorded August 21, 1984 in Official Record Book 1742, Page 3386, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (3): Resolution Number ZAB-8547 regarding zoning changes for Richwood Lakes Estates, Inc., recorded in Official Record Book 1832, Page 3614, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 32-45-24-00-00002.0010

Date: December 30, 2005

Parcel: 40

Project: Gladiolus Drive Widening, Project 4083

NOTE (4): Deed recorded March 18, 1986 in Official Record Book 1834, Page 4404, Public Records of Lee County, Florida, reflects only one witness to the grantor's signature. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (5): Lee County Ordinances relating to garbage and solid waste collection, recorded in Official Record Book 2189, Page 3281, Public Records of Lee County, Florida.

NOTE (6): Mortgage executed by Gladiolus Land Trust II, a Florida limited liability company in favor of Steven H. Paletsky and Merrill Paletsky, husband and wife, dated April 8, 2005, recorded June 22, 2005, in Official Record Book 4766, Page 47, Public Records of Lee County, Florida.

Tax Status: 2005 taxes due and payable in the gross amount of \$9,569.16.
(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.

EXHIBIT "A"

COMMERCIAL PARCEL

Commencing at the northwest corner of Section 32, Township 45 South, Range 24 East, being a point on the centerline of Pine Ridge Road; thence S 89° 30' 20" East, a distance of 25.00 feet, along the North Section Line of said Section 32, to an intersection with the easterly right-of-way line of said Pine Ridge Road; thence S 00° 14' 37" W, a distance of 1,339.37 feet, along said easterly right-of-way line, to the Point of Beginning;

Thence continue S 00° 14' 37" W, along said easterly right-of-way line, a distance of 595.67 feet to an intersection with the northerly right-of-way line of Gladiolus Dr. (S.R. 865); thence S 89° 15' 04" E, along said northerly right-of-way line, a distance of 642.73 feet; thence N 00° 19' 55" E, a distance of 200.00 feet; thence N 89° 19' 13" W, a distance of 343.11 feet; thence N 00° 17' 05" E, a distance of 100.41 feet; thence N 89° 21' 17" W, a distance of 100.14 feet; thence N 00° 16' 16" E, a distance of 296.58 feet; thence N 89° 27' 38" W, a distance of 200.00 feet to the point of Beginning.

Said parcel contains 4.977 acres, more or less.

HANSON REAL ESTATE ADVISORS, INC.
Real Estate Valuation and Counseling

October 28, 2005

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

Re: Complete Summary Appraisal Report No. 05-08-04.40
Project: Gladiolus Widening Project (No. 4083)
Parcel No: 40
Owner: Gladiolus Land Trust II, LLC
County: Lee County, Florida

Dear Mr. Clemens:

We are pleased to transmit this summary report of a complete appraisal that was prepared on the above referenced property. The purpose of this appraisal is to estimate the market value of those property rights proposed for acquisition 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 partial takings, or the uses and/or activities proposed thereon. The attached report sets forth the data, research, analyses and conclusions for this appraisal.

This assignment has been completed in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP") – 2005 Edition, as published by the Appraisal Standards Board of the Appraisal Foundation; and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. In so much that the appraisers did not invoke the Departure Provision of USPAP in the development of the valuation analysis and opinions, the appraisal is identified as a Complete Appraisal. The appraisers have communicated the valuation analysis and opinions in a Summary Appraisal Report format, as defined by Standard Rule 2-2 (b) of USPAP. The market value estimate is reported subject to the Extraordinary Assumptions, General Assumptions, and Hypothetical Conditions (if any) summarized below and in the Addendum of this report.

Market value for this purpose 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;
3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. 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.

Source: This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA") of 1989.

The client and intended user of this report is identified as Robert G. Clemens, Acquisition Program Manager, Division of County Lands, whose address is P.O. Box 398, Fort Myers, Fl 33902. The intended use of the report is to provide the client and intended user an aid in estimating the amount due the owner based upon the proposed partial acquisitions identified within.

The parent tract, containing 4.99 acres (217,563 SF) of gross land area, is located at the northeast corner of S.R. 865 - Gladiolus Drive and Pine Ridge Road in the Fort Myers market area of Lee County, Florida. The property is L-shaped with a non-linear northerly edge measuring 1,040.24 feet with 200.00 feet along the southerly right-of-way of Richwood Drive, an easterly edge measuring 200.00 feet, a westerly edge measuring 595.67 feet along the easterly right-of-way of Pine Ridge Road, and a southerly edge measuring 642.73 feet along the northerly right-of-way of S.R. 865 - Gladiolus Drive. The site is also transected by Edisto Way near the southeast corner of the parent tract. The property is zoned CPD (Commercial Planned Development) and is designated Urban Community on the Future Land Use Map of the Lee County Comprehensive Plan. The appraisers have estimated the highest and best use of the property "as vacant" to be for potential commercial development.

One partial acquisition area is identified as Parcel 40 (Fee Taking) contains 4,951 square feet. It is a proposed fee simple acquisition for road right-of-way for S.R. 865 - Gladiolus Drive, which is located near the southwest corner of the parent tract. The taking is characterized by a northerly edge measuring 312.75 feet, a westerly edge measuring 45.00 feet along the easterly right-of-way of Pine Ridge Road, a southerly edge measuring 300.00 feet along the northerly right-of-way of S.R. 865 - Gladiolus Drive. There are no improvements of any consequence located within this partial acquisition area.

Another partial acquisition area is identified as Parcel 40 (Drainage Easement) which will encumber 2,802 square feet, and is located near the southwest corner of the parent tract. This proposed acquisition area is for a perpetual stormwater drainage easement. This easement may be used for landscaping (except trees), walkway, and drainage or similar uses. No structures such as sheds, carports, garages, or other buildings can be constructed within the easement area. The easement is characterized by a northerly edge measuring 20.00 feet, an easterly edge measuring 150.18 feet, a southerly edge which measures 28.41 feet and a westerly edge measuring 130.00 feet along the

easterly right-of-way of Pine Ridge Road. There are no improvements of any consequence located within this partial acquisition area.

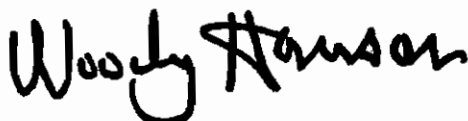
The remainder property, containing 4.88 acres (212,612 SF) of gross land area inclusive of Parcel 40 (Drainage Easement), is L-shaped and is characterized by a non-linear northerly edge measuring 1,040.24 feet, an easterly edge measuring 200.00 feet, a westerly edge measuring 550.67 feet along the easterly right-of-way of Pine Ridge Road, and a non-linear southerly edge measuring 670.48 feet along the northerly right-of-way of the reconstructed S.R. 865 – Gladiolus Drive. The highest and best use, "as vacant" remains for potential commercial development.

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 amount due the owner (as a result of the proposed partial acquisitions), as of October 28, 2005, is:

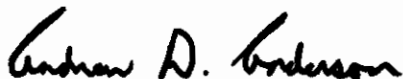
Value of Property Rights Taken:	
Parcel 40 (Fee Taking):	\$39,600
Parcel 40 (Drainage Easement):	<u>7,800</u>
Sub Total (Property Rights Taken):	\$47,400
Value of Improvements Taken:	-0-
Incurable Severance Damages:	<u>-0-</u>
TOTAL AMOUNT DUE OWNER:	\$47,400

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



Christopher G. Reublin
Registered Appraiser Trainee RI 16310

PARCEL 89 Valuation Analysis

PROJECT NO. 4083, PARCEL 89.OT

IDENTIFICATION OF THE PROPOSED ACQUISITION AREA

PARCEL ACQUISITION AREA

The partial acquisition area contains 35,585 square feet. It is a proposed fee simple acquisition for road right-of-way for S.R. 865 - Gladiolus Drive and Bass Road. The acquisition area is located along the northerly and easterly portion of the parent tract. The acquisition area has a north side along the southerly edge of the existing S.R. 865 - Gladiolus Drive right-of-way, of 1,089.00 feet, an easterly side of 400.00 feet along the westerly edge of the existing right-of-way of Bass Road; a south side that runs in a westerly direction for 50.00 feet, then runs in a northerly direction for 385.00 feet, then runs in a westerly direction again for 1,039.00 feet and then runs in a northerly direction for 15 feet. There are no improvements of any consequence located within this partial acquisition area. A legal description is in the Addendum D of this report that describes this partial acquisition area.

VALUATION ANALYSIS OF THE PARTIAL ACQUISITION AREA

VALUE OF THE PARTIAL ACQUISITION AREA

In summary, the partial acquisition area contains 35,585 square feet. The proposed taking includes entirely unencumbered and useable surface area. The appraisers have previously estimated the market value of the fee simple interest in the land, as of the effective date of appraisal, at \$13.00 per square foot. This value estimate is based on a market comparison of the parent tract before the taking to sales of similar unimproved properties recently transacted within the primary market area. Applying this unit of value to this partial acquisition area results in the following land value estimate:

$$(35,585 \text{ square feet}) \times (\$13.00 \text{ Per Square Foot}) = \$462,605$$

\$462,600 Rd.

VALUE OF IMPROVEMENTS TAKEN

There are no improvements of any consequence located within the acquisition area. Therefore no contribution occurs for improvements.

SUMMARY OF VALUE OF THE PART TAKEN

In summary, the appraisers have estimated the value of the part taken as follows:

Value of the Land Taken:	\$462,600
Value of Improvements Taken:	_____ -0-
Value of the Part Taken:	\$462,600

MARKET VALUE OF REMAINDER PROPERTY "BEFORE SEVERANCE"

The market value estimate for the remaining property, before severance, is identified as the mathematical difference between the market value estimate for the property before the taking less the market value estimate for the part taken. Therefore, the market value estimate for the remaining property before severance is summarized as follows:

5-Year Sales History

Parcel No. 40

Gladiolus Drive Widening Project, No. 4083

Grantor	Grantee	Price	Date	Arms Length Y/N
Steven H. Paletsky and Merrill Paletsky, H/W	Gladiolus Land Trust II, a Florida Limited Liability Company	\$1,500,000	4/7/05	Y

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