

**Lee County Board of County Commissioners**

**Agenda Item Summary**

**Blue Sheet No. 20020238**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the purchase of Parcel 1558, a vacant non-waterfront property in Cape Coral, for the Veterans Memorial Parkway Extension, Chiquita to Surfside, Project No. 5020, in the amount of \$5,500.00, pursuant to the terms and conditions as set forth in the Purchase Agreement; authorize payment of necessary fees to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

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

**WHAT ACTION ACCOMPLISHES:** The acquisition of property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain at a later date.

<b>2. DEPARTMENTAL CATEGORY:</b> 06 <b>COMMISSION DISTRICT #:</b> 1 <i>CLB</i>	<b>3. MEETING DATE:</b> <i>04-02-2002</i>
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<b>4. AGENDA:</b>	<b>5. REQUIREMENT/PURPOSE:</b>	<b>6. REQUESTOR OF INFORMATION</b>
<input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON TIME REQUIRED:	(Specify) <input checked="" type="checkbox"/> STATUTE 125 <input type="checkbox"/> ORDINANCE _____ <input type="checkbox"/> ADMIN. _____ <input type="checkbox"/> OTHER _____	A. _____ B. DEPARTMENT <u>Independent</u> C. DIVISION <u>County Lands 3-11-02 TLM</u> BY <u>Karen L. W. Forsyth, Director</u> <i>KLF</i>

**7. BACKGROUND:**

The Division of County Lands has been requested by the Department of Transportation to acquire right-of-way for the Veterans Memorial Parkway Extension, Chiquita to Surfside, Project No. 5020. This acquisition consists of a vacant non-waterfront property, further identified as Lots 20 and 21, Block 5881, Cape Coral, Unit 92, (Strap Number 33-44-23-C2-05881.0200).

The owners of Parcel 1558, Anthony R. and Mary L. Wallace, have agreed to sell the subject parcel to the County for \$5,500.00, and closing costs of approximately \$600.00. The Seller is responsible for real estate broker fees, if any. The appraised value of the parcel is \$4,000.00. The parcel was appraised by Stephen A. Cunningham, MAI, of Stephen A. Cunningham & Associates, Inc.

County Staff is of the opinion that the purchase price increase of \$1,500 above the appraised value can be justified considering the costs associated with condemnation proceedings estimated to be between \$2,000 - \$3,000, excluding land value.

Staff recommends the Board approve the Requested Motion.

Funds are available in Account No. 20502030721.50.6110  
 20 - Capital Projects  
 5020 - Veterans Memorial Parkway Surfside to Chiquita  
 307 - Transportation Capital Improvement  
 21 - Cape Coral Capital  
 50.6110 - Land

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
					OA	OM	RISK	GC	
<i>3/18/02</i>	<i>N/A</i>	<i>N/A</i>	<i>ADD 3/12/02</i>	<i>3/19/02</i>	<i>3/20/02</i>	<i>3/20/02</i>	<i>03/21/02</i>	<i>3-20-02</i>	<i>3-21-02</i>

**10. COMMISSION ACTION:**

APPROVED  
 DENIED  
 DEFERRED  
 OTHER

REC'D.  
by CO. ATTY.  
*3/19/02*  
HSC ADM  
CO. ATTY.  
FORWARDED TO:  
*Co. Mgr*  
*3-20-02 8:52*

RECEIVED BY  
COUNTY ADMIN.  
*3/20 9:00*  
COUNTY ADMIN.  
FORWARDED TO:  
*3/21 4:10*

Lee County Public Works  
County Lands Division  
Project: 4034 changed to 5020  
Parcel: 1558  
STRAP No.: 33-44-23-C2-05881.0200

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_\_ day of \_\_\_\_\_, 2001 by and between Anthony R. and Mary L. Wallace hereinafter referred to as SELLER, whose address is 2324 128<sup>th</sup> Street, College Point, New York 11356 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 described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Veterans Memorial Parkway Extension Project, hereinafter called "the Project."

**2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("PurchasePrice") will be (\$5,500.00), payable at closing by County Warrant.

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 \$5,500.00 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 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) utility services up to, but not including the date of closing;
- (b) taxes or assessments for which a bill has been rendered on or before the date of closing;

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

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) payment of partial release of mortgage fees, if any;
- (d) SELLER's attorney fees not to exceed \$200, if any.
- (e) Recording fee for deed;
- (f) 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.

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 may elect to accept the Property in its existing or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation.

**11. ABSENCE OF ENVIRONMENTAL LIABILITIES, TO THE BEST OF SELLER'S KNOWLEDGE:** The SELLER hereby warrants and represents that, to the best of SELLER'S knowledge, the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. To the best of SELLER'S knowledge, 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, to the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER'S knowledge, there is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that, to the best of SELLER'S knowledge, 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.

**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:

Leo R. Brown  
LEO R. BROWN

SELLER:

<sup>POR</sup> Susan J. Brown 12/20/01  
Anthony R. Wallace (Date)  
Anthony R. Wallace 12/20/01

WITNESSES:

Sharon Kowalchuk  
SHARON Kowalchuk

SELLER:

<sup>POR</sup> Susan J. Brown 12/20/01  
Mary L. Wallace (Date)  
Mary L. Wallace 12/20/01

BUYER:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

## **Exhibit "A"**

**Subject Property:** Lots 20 and 21, Block 5881, Cape Coral Unit 92, Cape Coral Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 25, Page 26, Public Records of Lee County, Florida.





# DURABLE GENERAL POWER OF ATTORNEY NEW YORK STATUTORY SHORT FORM

*THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE  
SHOULD YOU BECOME DISABLED OR INCOMPETENT*

**Caution:** This is an important document. It gives the person whom you designate (your "Agent") broad powers to handle your property during your lifetime, which may include powers to mortgage, sell, or otherwise dispose of any real or personal property without advance notice to you or approval by you. These powers will continue to exist even after you become disabled or incompetent. These powers are explained more fully in New York General Obligations Law, Article 5, Title 15, Sections 5-1502A through 5-1503, which expressly permit the use of any other or different form of power of attorney.

This document does not authorize anyone to make medical or other health care decisions. You may execute a health care proxy to do this.

If there is anything about this form that you do not understand, you should ask a lawyer to explain it to you.

THIS is intended to constitute a DURABLE GENERAL POWER OF ATTORNEY pursuant to Article 5, Title 15 of the New York General Obligations Law:

*I, Anthony R. Wallace, 23-24 128th St., College Point, NY 11356*

*(insert your name and address)*

do hereby appoint:

*Susan Brown, 292 White Pond Rd., Stormville, NY 12582*

*(If 1 person is to be appointed agent, insert the name and address of your agent above)*

*(If 2 or more persons are to be appointed agents by you insert their names and addresses above)*

my attorney(s)-in-fact TO ACT

*(If more than one agent is designated, CHOOSE ONE of the following two choices by putting your initials in ONE of the blank spaces to the left of your choice:)*

- [        ] Each agent may SEPARATELY act.
- [        ] All agents must act TOGETHER.

*(If neither blank space is initialed, the agents will be required to act TOGETHER)*

IN MY NAME, PLACE AND STEAD in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:

(DIRECTIONS: Initial in the blank space to the left of your choice by one or more of the following lettered subdivisions as to which you WANT to give your agent authority. If the blank space to the left of any particular lettered subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Alternatively, the letter corresponding to each power you wish to grant may be written or typed on the blank line in subdivision "(Q)", and you may then put your initials in the blank space to the left of subdivision "(Q)" in order to grant each of the powers so indicated.)

- [ *HRW* ] (A) real estate transactions;
- [ ] (B) chattel and goods transactions;
- [ ] (C) bond, share and commodity transactions;
- [ *HRW* ] (D) banking transactions;
- [ ] (E) business operating transactions;
- [ *HRW* ] (F) insurance transactions;
- [ *HRW* ] (G) estate transactions;
- [ *HRW* ] (H) claims and litigation;
- [ ] (I) personal relationships and affairs;
- [ ] (J) benefits from military service;
- [ *HRW* ] (K) records, reports and statements;
- [ *HRW* ] (L) retirement benefit transactions;
- [ ] (M) making gifts to my spouse, children and more remote descendants, and parents, not to exceed in the aggregate \$10,000 to each of such persons in any year;
- [ *HRW* ] (N) tax matters;
- [ *HRW* ] (O) all other matters
- [ *HRW* ] (P) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select;
- [ ] (Q) each of the above matters identified by the following letters: .....  
.....

*(Special provisions and limitations may be included in the statutory short form durable power of attorney only if they conform to the requirements of section 5-1503 of the New York General Obligations Law.)*

Also Including But Not Limited To:

- [ *HRW* ] (R) lease, access, maintain, safe deposit boxes;
- [ *HRW* ] (S) represent my interests in all tax matters before the IRS or any other tax authority; request and receive all confidential information/communication from IRS or any other tax authority; sign and file all tax returns on my behalf; execute, file all elections, waivers, consents; receive, endorse, and deposit refund checks;
- [ *HRW* ] (T) deal with all pension, IRA/Keogh, incentive and similar type plans, programs, and annuities;
- [ *HRW* ] (U) make application for, procure, handle all forms of insurance including litigation and settlement of claims;
- [ *HRW* ] (V) make gifts without limit and without restriction (outright, in trust or otherwise) including gifts to my attorney-in-fact;
- [ *HRW* ] (W) transfer any and all of my assets into a standby or other existing inter-vivos trusts;
- [ *HRW* ] (X) compensate attorney-in-fact for services performed as my agent;
- [ *HRW* ] (Y) hire attorneys, accountants, investment counsel regarding principal's property/affairs and to pay for same;
- [ *HRW* ] (Z) create and fund standby and other inter-vivos trusts;
- [ *HRW* ] (AA) make statutory elections and disclaimers;
- [ *HRW* ] (BB) endorse, collect, negotiate, deposit and withdraw Social Security, Veterans and/or other pension, annuity or benefit checks and/or negotiable instruments;
- [ *HRW* ] (CC) make application for, claim, negotiate, obtain and settle claims and actions for government entitlements and benefits of all kinds with all government administrations and agencies;

This Durable Power of Attorney shall not be affected by my subsequent disability or incompetence. If every agent named above is unable or unwilling to serve, I appoint

(insert name and address of successor)

to be my agent for all purposes hereunder.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

This Durable General Power of Attorney may be revoked by me at any time.

In Witness Whereof, I have hereunto signed my name this 28th day of August, 1997

(YOU SIGN HERE:) → Anthony R. Wallace  
(Signature of Principal)

ACKNOWLEDGEMENTS

STATE OF New York COUNTY OF Queens ss.:

On August 28, 1997 before me personally came Anthony R. Wallace

to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

Henry C. Tanck

HENRY C. TANCK  
NOTARY PUBLIC, State of New York  
No. 02TA5048180  
Qualified in Nassau County  
Term Expires 2/14, 1999

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_

On \_\_\_\_\_ before me personally came \_\_\_\_\_

to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

**AFFIDAVIT THAT POWER OF ATTORNEY IS IN FULL FORCE**

*(Sign before a notary public)*

STATE OF

COUNTY OF

ss:

being duly sworn, deposes and says:

1. The Principal within did, in writing, appoint me as the Principal's true and lawful ATTORNEY(S)-IN-FACT in the within Power of Attorney.
2. I have no actual knowledge or actual notice of revocation or termination of the Power of Attorney by death or otherwise, or knowledge of any facts indicating the same. I further represent that the Principal is alive, has not revoked or repudiated the Power of Attorney and the Power of Attorney still is in full force and effect.
3. I make this affidavit for the purpose of inducing

to accept delivery of the following Instrument(s), as executed by me in my capacity as the ATTORNEY(S)-IN-FACT, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of the Instrument(s) and in paying good and valuable consideration therefor:

Sworn to before me on \_\_\_\_\_

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*Anthony R. Wallace*

TO

*Susan Brown*

DURABLE

**Blumberg of Attorney**

Statutory Short Form

ed,

*August 28, 1997*

LAW OFFICES  
 VOLLMER & TANCY  
 NASSAU WEST CORPORATE CENTER  
 50 CHARLES LINDBERGH BLVD., SUITE 600A  
 UNIONDALE, NY 11553  
 (516) 228-3381

# DURABLE GENERAL POWER OF ATTORNEY NEW YORK STATUTORY SHORT FORM

*THE POWERS YOU GRANT BELOW CONTINUE TO BE EFFECTIVE  
SHOULD YOU BECOME DISABLED OR INCOMPETENT*

**Caution: This is an important document. It gives the person whom you designate (your "Agent") broad powers to handle your property during your lifetime, which may include powers to mortgage, sell, or otherwise dispose of any real or personal property without advance notice to you or approval by you. These powers will continue to exist even after you become disabled or incompetent. These powers are explained more fully in New York General Obligations Law, Article 5, Title 15, Sections 5-1502A through 5-1503, which expressly permit the use of any other or different form of power of attorney.**

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*I, Mary L. Wallace, 23-24 128th St, College Point, N.Y. 11356*  
(insert your name and address) do hereby appoint:

*Susan Brown, 292 White Pond Rd., Stormville, N.Y. 12582*  
(If 1 person is to be appointed agent, insert the name and address of your agent above)

*(If 2 or more persons are to be appointed agents by you insert their names and addresses above)*

my attorney(s)-in-fact TO ACT

*(If more than one agent is designated, CHOOSE ONE of the following two choices by putting your initials in ONE of the blank spaces to the left of your choice:)*

- Each agent may SEPARATELY act.
- All agents must act TOGETHER.

*(If neither blank space is initialed, the agents will be required to act TOGETHER)*

**IN MY NAME, PLACE AND STEAD in any way which I myself could do, if I were personally present, with respect to the following matters as each of them is defined in Title 15 of Article 5 of the New York General Obligations Law to the extent that I am permitted by law to act through an agent:**

**(DIRECTIONS: Initial in the blank space to the left of your choice any one or more of the following lettered subdivisions as to which you WANT to give your agent authority. If the blank space to the left of any particular lettered subdivision is NOT initialed, NO AUTHORITY WILL BE GRANTED for matters that are included in that subdivision. Alternatively, the letter corresponding to each power you wish to grant may be written or typed on the blank line in subdivision "(Q)", and you may then put your initials in the blank space to the left of subdivision "(Q)" in order to grant each of the powers so indicated.)**

- |   |  |
|---|--|
| [ MLW ] (A) real estate transactions;               | [ ] (M) making gifts to my spouse, children and more remote descendants, and parents, not to exceed in the aggregate \$10,000 to each of such persons in any year;                     |
| [ MLW ] (B) chattel and goods transactions;         |  |
| [ MLW ] (C) bond, share and commodity transactions; |  |
| [ MLW ] (D) banking transactions;                   | [ MLW ] (N) tax matters;   |
| [ ] (E) business operating transactions;            | [ MLW ] (O) all other matters  |
| [ MLW ] (F) insurance transactions;                 | [ MLW ] (P) full and unqualified authority to my attorney(s)-in-fact to delegate any or all of the foregoing powers to any person or persons whom my attorney(s)-in-fact shall select; |
| [ MLW ] (G) estate transactions;                    |  |
| [ MLW ] (H) claims and litigation;                  |  |
| [ ] (I) personal relationships and affairs;         |  |
| [ MLW ] (J) benefits from military service;         | [ ] (Q) each of the above matters identified by the following letters: .....   |
| [ MLW ] (K) records, reports and statements;        | .....  |
| [ MLW ] (L) retirement benefit transactions;        |  |

*(Special provisions and limitations may be included in the statutory short form durable power of attorney only if they conform to the requirements of section 5-1503 of the New York General Obligations Law.)*

**Also Including But Not Limited To:**

- [ MLW ] (R) lease, access, maintain, safe deposit boxes;
- [ MLW ] (S) represent my interests in all tax matters before the IRS or any other tax authority; request and receive all confidential information/communication from IRS or any other tax authority; sign and file all tax returns on my behalf; execute, file all elections, waivers, consents; receive, endorse, and deposit refund checks;
- [ MLW ] (T) deal with all pension, IRA/Keogh, incentive and similar type plans, programs, and annuities;
- [ MLW ] (U) make application for, procure, handle all forms of insurance including litigation and settlement of claims;
- [ MLW ] (V) make gifts without limit and without restriction (outright, in trust or otherwise) including gifts to my attorney-in-fact;
- [ MLW ] (W) transfer any and all of my assets into a standby or other existing inter-vivos trusts;
- [ MLW ] (X) compensate attorney-in-fact for services performed as my agent;
- [ MLW ] (Y) hire attorneys, accountants, investment counsel regarding principal's property/affairs and to pay for same;
- [ MLW ] (Z) create and fund standby and other inter-vivos trusts;
- [ MLW ] (AA) make statutory elections and disclaimers;
- [ MLW ] (BB) endorse, collect, negotiate, deposit and withdraw Social Security, Veterans and/or other pension, annuity or benefit checks and/or negotiable instruments;
- [ MLW ] (CC) make application for, claim, negotiate, obtain and settle claims and actions for government entitlements and benefits of all kinds with all government administrations and agencies;

This Durable Power of Attorney shall not be affected by my subsequent disability or incompetence. If every agent named above is unable or unwilling to serve, I appoint

(insert name and address of successor)

to be my agent for all purposes hereunder.

To induce any third party to act hereunder, I hereby agree that any third party receiving a duly executed copy or facsimile of this instrument may act hereunder, and that revocation or termination hereof shall be ineffective as to such third party unless and until actual notice or knowledge of such revocation or termination shall have been received by such third party, and I for myself and for my heirs, executors, legal representatives and assigns, hereby agree to indemnify and hold harmless any such third party from and against any and all claims that may arise against such third party by reason of such third party having relied on the provisions of this instrument.

This Durable General Power of Attorney may be revoked by me at any time.

In Witness Whereof, I have hereunto signed my name this 28th day of August, 1997

(YOU SIGN HERE:) → Mary L. Wallace  
(Signature of Principal)

**ACKNOWLEDGEMENTS**

STATE OF New York COUNTY OF Queens ss.:

On August 28, 1997 before me personally came Mary L. Wallace to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and she acknowledged to me that she executed the same.

Henry C. Tanck

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ HENRY C. TANCK  
NOTARY PUBLIC, State of New York  
No. 02TA5048180  
Qualified in Nassau County  
Term Expires 8/1/99, 1999

On \_\_\_\_\_ before me personally came \_\_\_\_\_ to me known, and known to me to be the individual described in, and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

**AFFIDAVIT THAT POWER OF ATTORNEY IS IN FULL FORCE**

*(Sign before a notary public)*

STATE OF

COUNTY OF

ss.

being duly sworn, deposes and says:

1. The Principal within did, in writing, appoint me as the Principal's true and lawful ATTORNEY(S)-IN-FACT in the within Power of Attorney.
2. I have no actual knowledge or actual notice of revocation or termination of the Power of Attorney by death or otherwise, or knowledge of any facts indicating the same. I further represent that the Principal is alive, has not revoked or repudiated the Power of Attorney and the Power of Attorney still is in full force and effect.
3. I make this affidavit for the purpose of inducing

to accept delivery of the following Instrument(s), as executed by me in my capacity as the ATTORNEY(S)-IN-FACT, with full knowledge that this affidavit will be relied upon in accepting the execution and delivery of the Instrument(s) and in paying good and valuable consideration therefor:

Sworn to before me on \_\_\_\_\_

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Mary L. Wallare

TO

Lisa Brown

DURABLE

**Power of Attorney**

Statutory Short Form

Dated,

August 28, 1997

LAW OFFICES  
VOLLMER & TANCK  
NASSAU WEST CORPORATE CENTER  
50 CHARLES LINDBERGH BLVD., SUITE 600A  
UNIONDALE, NY 11553  
(516) 228-3381



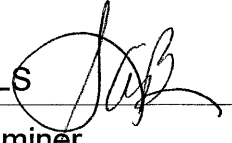
Department of Public Works  
**Division of County Lands**

Page 1 of 1

**Updated In House Title Search**  
Search No. 21555/C  
Date: March 7, 2002  
Parcel: 1558  
Project: Veterans Memorial  
Parkway, #4034

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

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



STRAP: 33-44-23-C2-05881.0200

An update has been requested of In House Title Search No. 21555/C which covers the period beginning January 1, 1940 at 8:00 a.m. and is now complete through February 19, 2002 at 5:00 p.m.

**Subject Property:** Lots 20 and 21, Block 5881, Cape Coral Unit 92, Cape Coral Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 25, Page 26, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

***Anthony R. Wallace and Mary L. Wallace, husband and wife***

By that certain instrument dated March 19, 1984, recorded April 24, 1984, in Official Record Book 1723, Page 70, Public Records of Lee County, Florida.

Subject to:

1. Easement Dedication as shown on subject plat: "The Owners of this property do hereby dedicate easements along each boundary of each homesite for county drainage and for public utilities, said easements not to exceed 6 feet each side of said boundaries."
2. The City of Cape Coral has sewer, water, seawall, stormwater and lot mowing assessments. The assessments shown in this search, if any, are hereby limited to only that which the City of Cape Coral has filed in the Public Records of Lee County, Florida, which contains the property description, Name of Owner and lien amount. The City of Cape Coral should be contacted for any other assessment information. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

**Tax Status:** 2001 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.**

# VALUE FINDING

\$2,500 MIN to \$10,000 MAX

STAFF REVIEW

12-7-98

Date

Parcel Owner Wallace, Anthony R. and Mary L.

Parcel Number 1558

Address of Property 1810 Miracle Parkway

Sec/Job Number 4034

Cape Coral, Florida 33914

WI Number N/A

County Lee

Location of Legal Description Attached

FA Number N/A

### Brief Description of Take:

Lots 20 and 21, Block 5881, Cape Coral, Unit 92, according to the map or plat thereof filed and recorded in the Office of the Clerk of Circuit Court, in Plat Book 25, Page 30, Public Records of Lee County, Florida.

Acquisition: 10,865sf AC/Sq.Ft. @ \$4,000/buildable site/Ac. or Sq.Ft. Value of \$4,000.00

[Give Data Book reference or otherwise give source of unit values. In lieu of data book comparable sales data may be attached to this form.]  
I have concluded that the unit value of the remainder property and the improvements thereon are the same in the after condition as in the before, other than estimated cost to cure, if shown below.

RECEIVED  
DEC 02 1998

COUNTY LANDS

### List Improvements Taken and Basis of Valuation.

None Estimated Value \$N/A

[Give Marshall Swift or other reference and indicate unit values and depreciation factors.]

Total Improvement Value \$N/A

Cost to Cure \$N/A

[Reference source of unit values.]

Total Value of Acquisition \$4,000.00

# CERTIFICATE OF VALUE FINDING

WI No.: N/A Section/Job No.: 4034 State Road: N/A  
 County: Lee Parcel No.: 1558 FA No.: N/A

I certify to the best of my knowledge and belief, that:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are my personal, unbiased, professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent on an action or event resulting from the analyses, opinions, or conclusions that were developed.
5. This is a LIMITED REPORT which may be subject to review by the Florida Real Estate Appraisal Board, and which calls for something less than required by the standards for the development or communication of a certified appraisal report. The valuation problem and the abbreviated reporting format are JURISDICTIONAL EXCEPTIONS to the requirements of USPAP.
6. I have made a personal inspection of the property on November 21, 1998 [date(s)] that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have also on November 21, 1998 [date(s)] made a personal field inspection of the comparable sales relied upon in making this appraisal.
7. No persons other than those named herein provided significant professional assistance to the person signing this report. Mrs. Amy L Murphy, State-Registered Associate Real Estate Appraiser, Certificate No. 0003099, under the supervision of Stephen A Cunningham, State-Certified General Real Estate Appraiser, Certificate No. 0000300, MAI, SRA, has provided significant professional assistance in the data retrieval, verification, and valuation of the subject parcels.
8. I understand that this appraisal is to be used in connection with the acquisition of right-of-way for a transportation facility to be constructed by the State of Florida with the assistance of Federal-aid highway funds, or other Federal or State funds.
9. This appraisal has been made in conformity with the appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for highway purposes; and, to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are noncompensable under the established law of the State of Florida, nor does this value include project influence or relocation assistance benefits.
10. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Florida Department of Transportation or officials of the Federal Highway Administration and I will not do so until so authorized by State officials, or until I am required by due process of law, or until I am released from this obligation by having publicly testified as to such findings. However, our client is Mr. Robert Clemens, Program Acquisition Manager of the Lee County Department of Public Works, and it is assumed that the above noted entities have granted our client and/or his official designees permission to analyze the results of this appraisal.
11. Statements supplemental to this certification, as required by membership or candidacy in a professional appraisal organization, are described as an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgement, my opinion of the market value for the part taken, including cost to cure damages, if any, of the property appraised as of the 21st day of November, 1998, is:  
\$4,000.00

Market Value should be allocated as follows:

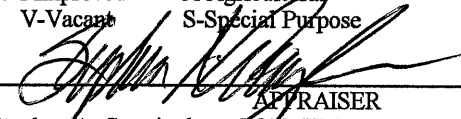
LAND	\$ <u>4,000.00</u>
IMPROVEMENTS	\$ <u>0.00</u>
COST TO CURE	\$ <u>0.00</u>
TOTAL	\$ <u>4,000.00</u>

LAND AREA (Ac/SF) 10,865sf  
 PROPERTY TYPE CODE\* (1234)UVVHW

Property Type Codes:

- |               |                        |                   |
|---------------|------------------------|-------------------|
| 1. R-Rural    | 3. H-(Home) Residence  | 4. W-Whole Taking |
| U-Urban       | B-(Business)           | P-Partial         |
|               | F-(Factory) Industrial |                   |
| 2. I-Improved | A-Agricultural         |                   |
| V-Vacant      | S-Special Purpose      |                   |

November 21, 1998  
 DATE

  
 APPRAISER  
 Stephen A. Cunningham, MAI, SRA  
 State-Certified General Real Estate Appraiser  
 Certificate Number 0000300

# 5-Year Sales History

Parcel No. 1558

Veterans Memorial Parkway Extension, Chiquita to Surfside, Project No. 5020

Grantor	Grantee	Sale Date	Purchase Price	Arms Length
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NO SALE IN THE PAST 5 YEARS