

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

Blue Sheet No. 2002068

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the acquisition of Parcels 101, 102, & 103, for the Gunnery Road/State Road 82 to Lee Boulevard, Project No. 4055 in the amount of \$10,000, plus current and outstanding Real Estate Taxes and Non-Ad Valorem Assessments, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate in Lie of Condemnation Proceedings; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchas Agreement; authorize payment of necessary costs to close; authorize the Division of County Lands to handle and accept a 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 Boar need to exercise its power of Eminent Domain at a future date.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 5

C 6 J

3. MEETING DATE:
Date Critical
August 6, 2002

4. AGENDA:		5. REQUIREMENT/PURPOSE:		6. REQUESTOR OF INFORMATION	
<input checked="" type="checkbox"/> CONSENT		(Specify)		A. COMMISSIONER	
<input type="checkbox"/> ADMINISTRATIVE		<input checked="" type="checkbox"/> STATUTE	FS 125	B. DEPARTMENT	Independent
<input type="checkbox"/> APPEALS		<input type="checkbox"/> ORDINANCE		C. DIVISION	County Lands
<input type="checkbox"/> PUBLIC		<input type="checkbox"/> ADMIN.		BY:	<i>Karen L. W. Forsyth, Director</i>
<input type="checkbox"/> WALK ON		<input type="checkbox"/> OTHER			
TIME REQUIRED:					

7. BACKGROUND: The Division of County Lands has been requested by the Department of Transportation to acquire right of way for the Gunnery Road/State Road 82 to Lee Boulevard, Project No. 4055. The project consists of widening the existing two lane roadway to a four lane divided roadway with curbs and gutters, sidewalks, stormwater management facilities and accommodations for a future six lane expansion. The subject parcel is needed as a part of the right of way for wate management and sidewalk.

This acquisition consists of the fee interest in Parcels 101, 102, & 103, further identified as STRAP Nos. 28-44-26-00 00003.0000, 33-44-26-00-00001.0000, & 04-45-26-00-00001.0000. The property, containing 21.13 acres, is encumbered by a Right -of-Way Easement to Lee County Electric Co-Op (LCEC) for the transmission and distribution of electricity. Prior to construction, County Lands in conjunction with DOT, will obtain authorization from LCEC in the form of a no objection letter to use the easement area in accordance with the plans for the project (with Lee County being responsible for up to all costs associated with relocation, replacement, rebury, or removal of LCEC facilities to accommodate this project).

The owner of Parcels 101, 102, & 103, West Coast Turnaround, Inc. has agreed to sell the subject parcel for \$10,000 plus paying approximately \$32,150 in current and outstanding real estate taxes and Non-Ad Valorem Assessments subsequent to 1994, for a total purchase price of approximately \$42,150, with back taxes being paid off by August 2002. The outstanding taxes consist of twelve Tax Certificates written off to Lee County totaling \$14,623. Lee County is to pay closing costs of approximately \$2,000 plus survey and environmental site assessment costs. Seller is responsible for real estate broker and attorney fees, if any. The purchase price including the County Owned Tax Certificates is \$10,675.00 below the appraised value.

The appraised value of the parcel is \$52,825. The parcel was appraised by David C. Vaughan, MAI, of Diversified Appraisal, Inc Staff recommends the Board approve the requested motion.

Funds will be available in Account 20405518803.506110

- 20 - CIP
- 4055 - Gunnery Road/SR 82 to Lee Boulevard
- 18803 - Impact Fees - Roads - East Lee County
- 506110 - 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
<i>K. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>DOT</i>	<i>7-23-02</i>	OA	OM	RISK	GC	
					<i>7-23-02</i>				
10. COMMISSION ACTION:					Rec. by CoAtty Date: <i>7/23/02</i> Time: <i>10:00am</i>		7-23-02 11:50 COUNTY ADMIN. FORWARDED TO:		
<input type="checkbox"/>	APPROVED								
<input type="checkbox"/>	DENIED								
<input type="checkbox"/>	DEFERRED								
<input type="checkbox"/>	OTHER								

This document prepared by
 Lee County
 County Lands Division
 Project: Gunnery Road Widening, Project No. 4055
 Parcel: 201, 202, and 203
 STRAP No.: 28-44-26-00-00003.0000, 33-44-26-00-00001.0000, and
 04-45-26-00-00001.0000

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 and between West Coast Turnaround, Inc., a Florida Corporation, hereinafter referred to as SELLER, whose address is 5237 SE Inkwood Way, Hobe Sound, Florida 33455-7854, 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 21.13 acres more or less, and located on Gunnery Road and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Gunnery Road Widening Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Ten Thousand Dollars and No/100, (\$10,000.00), 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 BUYERS expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$10,000.00, 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 ^{and prior years,} zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area, and those matters listed on the Special Conditions attached hereto.

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, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A ^{special} statutory warranty deed, ^{subject to the Special Conditions attached hereto,} and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- ~~(b) taxes or assessments for which a bill has been rendered on or before the date of closing;~~
- (c) payment of partial release of mortgage fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:
(a) Recording fee for deed;
(b) survey, (if desired by BUYER);
(c) SELLERS attorney's fees, not to exceed \$1,000.00.

7. **TAXES:** ~~SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.~~

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER notifies BUYER that SELLER does not intend to make corrections or if SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition, or may terminate this Agreement without obligation.

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

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

Agreement for Purchase and Sale of Real Estate
Page 4 of 6

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that, to 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 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 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 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 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 SELLER's knowledge, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To SELLER's knowledge, there is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests to SELLER 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 90 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. BUYER hereby agrees to indemnify and hold the SELLER harmless from and against any claim by a real estate broker claiming by or through BUYER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

SELLER: West Coast Turnaround,
Inc., a Florida corporation

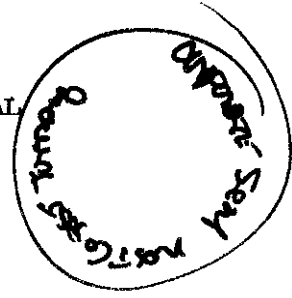
Sharon Yance
Josh Gathell

By: ~~ADD~~ 4.3.02
(DATE)

Onyx W. DeWitt
Print Name

President
Title

CORPORATE SEAL



CHARLIE GREEN, CLERK

BUYER:
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)

SPECIAL CONDITIONS

BUYER: Lee County
SELLER: West Coast Turnaround, Inc.
PARCELS: 101, 102, & 103
PROJECT: Gunnery Road Widening Project No. 4055

- A. The commitment referred to in Paragraph 3, may also be subject to the following:
 1. Any Oil, Gas and Mineral Rights leased, granted to retained by prior owners.
 2. Right-of-way Easement in favor of Lee County Electric Co-Operative, Inc., dated December 6, 1957, recorded December 31, 1957 in Miscellaneous Book 47, Page 371, Public Records of Lee County, Florida.
 3. Final Judgment Validating Bonds, dated September 4, 1990, recorded September 4, 1990 in Official Record Book 2173, Page 469, Public Records of Lee County, Florida.
 4. Stipulated Final Judgment, dated June 2, 1992, recorded August 7, 1992 in Official Record Book 2319, Page 1488, Public Records of Lee County, Florida.
 5. Order to Amend Final Judgment, dated October 3, 1992, recorded October 6, 1992 in Official Record Book 2332, Page 148 and re-recorded May 6, 1993 in Official Record Book 2385, Page 857, Public Records of Lee County, Florida.
 6. *Easements, restrictions and encumbrances of record.*
- B. In addition to Purchase Price, Buyer is to pay outstanding real estate taxes and Non-Ad Valorem Assessments levied by East County Water Control District subsequent to 1993.

WITNESSES:

[Signature]

Jennifer Brown

SEAL)

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

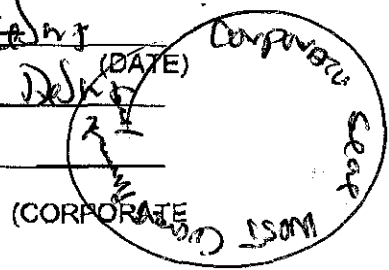
West Coast Turnaround, Inc.,
a Florida Corporation

[Signature]

 By: *Charles W. DeSanti* (DATE)

 Print Name
President

 Title



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)

provided Seller shall take no action that will result in the creation of new encumbrances on the property prior to closing.

EXHIBIT "A"**Parcels 201, 202 and 203****Project: Gunnery Road Widening Project, #4055**

PARCEL ONE: A strip of land sixty (60) feet wide lying Easterly of Buckingham County Road in Section 28, Township 44 South, Range 26 East, Lehigh Acres as shown on the plat recorded in Plat Book 15, Page 78, Public Records of Lee County, Florida.

LESS AND EXCEPT:

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 28, Township 44 South, Range 26 East, being further described as follows:

Beginning at the Southwest corner of Lot 26, Block 70, Unit 7, Section 28, Township 44 South, Range 26 East, Lehigh Acres, Plat Book 15, Page 78, Lee County Public Records; thence S 89°12'42" W, along the north right of way line of Lee Boulevard for 60.16 feet; thence N 04°57'40" W, along the east right of way line of Gunnery Boulevard for 59.40 feet; thence S 34°12'15" E for 51.86 feet; thence S 86°58'20" E for 35.01 feet; thence S 04°57'37" E along the west line of said Lot 26 for 13.66 feet to the point of beginning.

Also, beginning at the northwest corner of Lot 1, Block 71, Unit 8, Section 28, Township 44 South, Range 26 East, Lehigh Acres, Plat Book 15, Page 78, Lee County Public Records; thence S 04°57'37" E, along the west line of said Lot 1, for 2.93 feet; thence S 85°23'55" W, for 15.83 feet; thence S 38°24'20" W, for 64.33 feet; thence N 04°57'38" W, along the east right of way line of Gunnery Road for 53.98 feet; thence N 89°12'42" E, along the south right of way line of Lee Boulevard for 60.16 feet to the point of beginning.

Bearings are based on the centerline of Lee Boulevard as bearing S 89°12'42" W.

PARCEL TWO: A strip of land sixty (60) feet wide lying Easterly of Gunnery Road in Section 33, Township 44 South, Range 26 East, Lehigh Acres as shown on the plat recorded in Plat Book 15, Page 100, Public Records of Lee County, Florida.

PARCEL THREE: A strip of land sixty (60) feet wide lying Easterly of Buckingham Road in Section 4, Township 45 South, Range 26 East as shown on the Plat recorded in Plat Book 15, Page 100, Public Records of Lee County, Florida.

Parcel: 101, 102, and 103
STRAP: 28-44-26-00-00003.0000, 33-44-26-00-00001.0000, and 04-45-26-00-00001.0000
Project: Gunnery Road Widening, Project No. 4055

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ____ day of _____, 20__ 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:

West Coast Turnaround, Inc., a Florida corporation

5237 SE Inkwood Way, Hobe Sound, FL 33455-7854

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. CHARLES W. DESANTI
- 2. _____
- 3. _____
- 4. _____
- 5. _____
- 6. _____

The real property to be conveyed to Lee County is known as: 28-44-26-00-00003.0000, 33-44-26-00-00001.0000, and 04-45-26-00-00001.0000 and see Exhibit "A" attached.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

[Signature]
Witness Signature

CARLOS BATISTA
Printed Name

[Signature]
Witness Signature

SYLVIA BERNSTEIN
Printed Name

[Signature]
Signature of Affiant

CHARLES W. DESANTI
Printed Name

Affidavit of Interest in Real Property

Parcel: 101, 102, and 103

STRAP: 28-44-26-00-00003.0000, 33-44-26-00-00001.0000, and 04-45-26-00-00001.0000

Project: Gunnery Road Widening, Project No. 4055

STATE OF Florida
COUNTY OF Palm Beach

SWORN TO AND SUBSCRIBED before me this 14 day of June, 2002 by CHARLES W. DESANTI
(name of person acknowledged)

Sharon Lee Leone
(Notary Signature)

(SEAL)



SHARON LEONE
(Print, type or stamp name of Notary)

Personally known
OR Produced Identification _____
Type of Identification _____

EXHIBIT "A"

Parcels 201, 202 and 203

Project: Gunnery Road Widening Project, #4055

PARCEL ONE: A strip of land sixty (60) feet wide lying Easterly of Buckingham County Road in Section 28, Township 44 South, Range 26 East, Lehigh Acres as shown on the plat recorded in Plat Book 15, Page 78, Public Records of Lee County, Florida.

LESS AND EXCEPT:

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 28, Township 44 South, Range 26 East, being further described as follows:

Beginning at the Southwest corner of Lot 26, Block 70, Unit 7, Section 28, Township 44 South, Range 26 East, Lehigh Acres, Plat Book 15, Page 78, Lee County Public Records; thence S 89°12'42" W, along the north right of way line of Lee Boulevard for 60.16 feet; thence N 04°57'40" W, along the east right of way line of Gunnery Boulevard for 59.40 feet; thence S 34°12'15" E for 51.86 feet; thence S 86°58'20" E for 35.01 feet; thence S 04°57'37" E along the west line of said Lot 26 for 13.66 feet to the point of beginning.

Also, beginning at the northwest corner of Lot 1, Block 71, Unit 8, Section 28, Township 44 South, Range 26 East, Lehigh Acres, Plat Book 15, Page 78, Lee County Public Records; thence S 04°57'37" E, along the west line of said Lot 1, for 2.93 feet; thence S 85°23'55" W, for 15.83 feet; thence S 38°24'20" W, for 64.33 feet; thence N 04°57'38" W, along the east right of way line of Gunnery Road for 53.98 feet; thence N 89°12'42" E, along the south right of way line of Lee Boulevard for 60.16 feet to the point of beginning.

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Division of County Lands

Updated In House Title Search

Search No. 21148/D, 21889/D,
21890/A

Date: June 17, 2002

Parcel: 101, 102, 103

Project: Gunnery Road Widening
Project #4055

To: Michael J. O'Hare
Property Acquisition Agent

From: Linda K. Fleming, CLS, SRWA *LKF*
Real Estate Title Examiner

STRAP: 28-44-26-00-00003.0000, 33-44-26-00-00001.0000 and 04-45-26-00-00001.0000

An update has been requested of In House Title Search No. 21148/D, 21889/D, 21890/A which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through June 5, 2002, at 5:00 p.m.

Subject Property: See attached Schedule "X".

Title to the subject property is vested in the following:

West Coast Turnaround, Inc., a Florida Corporation

by that certain instrument dated April 18, 1997, recorded April 23, 1997, in Official Record Book 2815, Page 3301, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Right-of-way Easement in favor of Lee County Electric Co-Operative, Inc., dated December 6, 1957, recorded December 31, 1957 in Miscellaneous Book 47, Page 371, Public Records of Lee County, Florida.
3. Final Judgment Validating Bonds, dated September 4, 1990, recorded September 4, 1990 in Official Record Book 2173, Page 469, Public Records of Lee County, Florida.
4. Stipulated Final Judgment, dated June 2, 1992, recorded August 7, 1992 in Official Record Book 2319, Page 1488, Public Records of Lee County, Florida.
5. Order to Amend Final Judgment, dated October 3, 1992, recorded October 6, 1992 in Official Record Book 2332, Page 148 and re-recorded May 6, 1993 in Official Record Book 2385, Page 857, Public Records of Lee County, Florida.

Division of County Lands

Updated In House Title Search

Search No. 21148/D, 21889/D,
21890/A

Date: June 17, 2002

Parcel: 101, 102, 103

Project: Gunnery Road Widening
Project #4055

Tax Status:

28-44-26-00-00003.0000

2001 taxes are now delinquent; prior years 1994 through 2000 have outstanding tax certificates. See attached printouts and memo from Vicki Smart.

33-44-26-00-00001.0000

2001 taxes are now delinquent; prior years 1994 through 2000 have outstanding tax certificates. See attached printouts and memo from Vicki Smart.

04-45-26-00-00001.0000

2001 taxes are now delinquent; prior years 1994 through 2000 have outstanding tax certificates. See attached printouts and memo from Vicki Smart.

(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.

Gunnery Road Widening, Project No. 4055

SCHEDULE OF UNPAID TAXES - TAX CERTIFICATE INFORMATION

Parcels # 101, 102 & 103
 Owner: WestCoast Turnaround, Inc.

STRAP #	Certificate Number	\$ AMOUNT		CERTIFICATE HELD BY	INT. RATE	TAX YR.	CERTIFICATES WRITTEN OFF TO	
		DUE 8-02					COUNTY of LEE	\$ A/DUI
28-44-26-00-00003.0000	96008423	1426.02		Equifunding, Inc.	7.25	1995		
	97008692	1902.78		Bandunited FSB	18	1996		
	98009934	1841.39		Ryan, Joann	18	1997		
	101	1360.89		County of Lee	18	1998	1346.27	
	9135	1123.13		County of Lee	18	1999	1111.08	
	1009927	978.41		County of Lee	18	2000	966.51	
	2010547	814.68		MOSC FBO IRA #		2001		
33-44-26-00-00001.0000	96008991	2052.99		Equifunding, Inc.	16	1995		
	97009362	1992.66		County of Lee	18	1996	1977.34	
	98010635	1927.72		Ryan, Joann	18	1997		
	99011595	1364.99		County of Lee	18	1998	1352.01	
	9831	1157.82		County of Lee	18	1999	1145.4	
	1010704	1008.53		County of Lee	18	2000	996.26	
	2011332	839.95		County of Lee		2001	839.95	
04-45-26-00-00001.0000	96017698	2070.79		County of Lee	18	1995	2056.22	
	97019059	1433.94		T&D Properties of S. Florida	9	1996		
	98021084	1830.36		FIN PUR Corp Profit	18	1997		
	99024802	1270.25		Dixon, Margaret	17	1998		
	21515	1099.6		County of Lee	18	1999	1087.8	
	1023020	957.96		County of Lee	18	2000	946.31	
	2022569	797.55		County of Lee		2001	797.55	
Total		29252.41					14622.7	

From: Michael O'Hare
To: Vicki Smart
Date: 6/3/02 10:24AM
Subject: RE: Status of Tax Certificates

Hi Vicki,

Thanks so much for all your help in this matter.

>>> Vicki Smart <vickis@leetc.com> 05/30/02 02:09PM >>>
I will go head an manually cancel these three certificates today. Yes East County Water is a big part of the outstanding taxes for 1995-2001.

-----Original Message-----

From: Michael O'Hare [<mailto:OHAREMJ@leegov.com>]
Sent: Thursday, May 30, 2002 12:31 PM
To: Vicki Smart
Subject: RE: Status of Tax Certificates

Hi Vicki,

Thanks for your quick response.

We need to go to the Board of County Commissioners and don't want any surprises on the three certificates.
Can you give me a date as to when the final review will be make and the Certificates are canceled?

Also, Have the assessments for East County Water Control District been included in the 1995-2002 certificates?

Thanks for your cooperation in this matter.

>>> Vicki Smart <vickis@leetc.com> 05/29/02 08:35AM >>>
These 1995 tax certificates are no longer collectable. The certificates will still show up as unpaid taxes until the final review is made by this department to cancel the records.

-----Original Message-----

From: Michael O'Hare [<mailto:OHAREMJ@leegov.com>]
Sent: Wednesday, May 29, 2002 8:18 AM
To: Vicki Smart
Subject: RE: Status of Tax Certificates

Thanks for the quick response.

Have the certificates below been canceled or tax deed applications been filed?

Again thanks for your cooperation in this matter.

>>> Vicki Smart <vickis@leetc.com> 05/21/02 08:05AM >>>
The status on these certificates are open. If the certificate holders does

Schedule X

Parcel 101, 102, 103

Project: Gunnery Road Widening Project #4055

Search No. 21148/D, 21889/D, 21890/A

PARCEL ONE: A strip of land sixty (60) feet wide lying Easterly of Buckingham County Road in Section 28, Township 44 South, Range 26 East, Lehigh Acres as shown on the plat recorded in Plat Book 15, Page 78, Public Records of Lee County, Florida.

LESS AND EXCEPT:

A tract or parcel of land situated in the State of Florida, County of Lee, lying in Section 28, Township 44 South, Range 26 East, being further described as follows:

Beginning at the Southwest corner of Lot 26, Block 70, Unit 7, Section 28, Township 44 South, Range 26 East, Lehigh Acres, Plat Book 15, Page 78, Lee County Public Records; thence S 89°12'42" W, along the north right of way line of Lee Boulevard for 60.16 feet; thence N 04°57'40" W, along the east right of way line of Gunnery Boulevard for 59.40 feet; thence S 34°12'15" E for 51.86 feet; thence S 86°58'20" E for 35.01 feet; thence S 04°57'37" E along the west line of said Lot 26 for 13.66 feet to the point of beginning.

Also, beginning at the northwest corner of Lot 1, Block 71, Unit 8, Section 28, Township 44 South, Range 26 East, Lehigh Acres, Plat Book 15, Page 78, Lee County Public Records; thence S 04°57'37" E, along the west line of said Lot 1, for 2.93 feet; thence S 85°23'55" W, for 15.83 feet; thence S 38°24'20" W, for 64.33 feet; thence N 04°57'38" W, along the east right of way line of Gunnery Road for 53.98 feet; thence N 89°12'42" E, along the south right of way line of Lee Boulevard for 60.16 feet to the point of beginning.

Bearings are based on the centerline of Lee Boulevard as bearing S 89°12'42" W.

PARCEL TWO: A strip of land sixty (60) feet wide lying Easterly of Gunnery Road in Section 33, Township 44 South, Range 26 East, Lehigh Acres as shown on the plat recorded in Plat Book 15, Page 100, Public Records of Lee County, Florida.

PARCEL THREE: A strip of land sixty (60) feet wide lying Easterly of Buckingham Road in Section 4, Township 45 South, Range 26 East as shown on the Plat recorded in Plat Book 15, Page 100, Public Records of Lee County, Florida.

Diversified Appraisal, Inc.
Real Estate Appraisers and Consultants

Ted A. Dickey, MAI
State-Certified General Appraiser
Certification # 0000570

David C. Vaughan, MAI, MBA
State-Certified General Appraiser
Certification # 0000569



STAFF REVIEW

26 June 2001

9-30-01
Date

RECEIVED
JUN 29 2001



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

COUNTY LANDS

Attention: Mr. Michael O'Hare

RE: Job #060103 - Summary Appraisal Report of Parcels 28-44-26-00-00003.0000, 33-44-26-00-00001.0000 and 04-45-26-00-00001.0000, Parcels 101, 102 and 103, Gunnery Road Widening Project, Lehigh Acres, Florida

Dear Mr. O'Hare:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 20 June 2001. Within the attached summary appraisal report, please find enclosed a legal description of the subject property.

This is a Summary Appraisal Report which intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report adheres to the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. Mr. David C. Vaughan has complied with the Appraisal Standards of

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that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

The purpose of the appraisal is to estimate the market value of the subject property. Market value as set forth in Title 12 of the Code of Federal Regulations 564.2 (f) is:

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:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. 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.

The function of the appraisal is understood to be for use as a basis for negotiating the acquisition of the property. This appraisal is for the exclusive use of the Lee County Division of County Lands who is the client.

The appraiser did not detect and has no knowledge of the existence of any hazardous materials or substances on the site. This appraisal assumes that no such materials exist to the extent that they would have an effect on the value. If any hazardous materials

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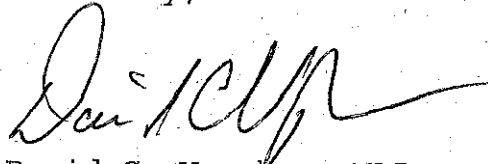
or substances are found on the site, then this appraisal is subject to re-analysis. The appraiser is not an expert in this field.

The subject property is appraised as of the date of a detailed on-site inspection, which was made by David C. Vaughan, MAI.

Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the market value of the undivided fee simple interest of the subject property, as of 20 June 2001, is:

FIFTY TWO THOUSAND EIGHT HUNDRED TWENTY FIVE DOLLARS. . . (\$52,825)

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Vaughan", with a long horizontal flourish extending to the right.

David C. Vaughan, MAI
State-Certified General Appraiser
Certification #0000569

5-Year Sales History

Parcel No. 101 - 103

Gunnery Road Widening Project No. 4055

NO SALES in PAST 5 YEARS

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