

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

Blue Sheet No. 20021084

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the purchase of Strap Number 04-44-25-09-00001.0000 in East Fort Myers for the Shandler Hall Park Improvements Project No. 1758, in the amount of \$185,000, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the Purchase Agreement and Easement; authorize payment of necessary fees and costs 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: Acquires property necessary for the expansion of Shandler Park.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 2

CL6A

3. MEETING DATE:

10-15-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 125
 - ORDINANCE
 - ADMIN.
 - OTHER

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT *Independent*
- C. DIVISION *County Lands TLM 9-26-02*
- BY: *Karen L. W. Forsyth, Director*

7. BACKGROUND:

The Division of County Lands has been requested by the Department of Parks and Recreation to acquire property for the expansion of Shandler Park in East Fort Myers. The potential sites for expansion are limited due to surrounding developed neighborhoods.

This acquisition consists of +/- 61,500 square feet of land zoned C-1, located on the north side of Palm Beach Boulevard at the northeast intersection with Royal Palm Park Road, and further identified as STRAP Number 04-44-25-09-00001.0000.

The property is not listed for sale, however, the owner originally indicated they would be willing to sell for \$5.00 per square foot. Through negotiations, the owner, Pri-Car, a Florida General Partnership, has agreed to sell the subject parcel to the County for \$185,000 (\$3.00 per square foot). The County is to pay for the survey, environmental audit, and closing costs of approximately \$1,500. Seller is responsible for payment of documentary stamps, real estate broker and attorney fees, if any.

The County obtained an appraisal prepared by W. Michael Maxwell & Associates, Inc., dated 12/11/01, which indicates the appraised value of the parcel is \$185,000 (\$3.00 per square foot). The seven comparable sales in the appraisal indicate a value range of \$2.82 to \$3.62 per square foot. Further justification for approving this purchase is attached hereto.

Staff recommends the Board approve the Requested Motion.

Funds are available in Account No. 20175830100.506199
 20 - Capital Projects
 1758 - Shandler Park Improvements
 301 - Capital Improvements
 506199 - Land Acquisition Services

8. MANAGEMENT RECOMMENDATIONS:

CCM

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>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	OA <i>[Signature]</i>	OM <i>[Signature]</i>	RISK <i>[Signature]</i>	GC <i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by County
 Date: *10/1/02*
 Time: *3:40pm*
 Forwarded To:
Budget 10/1/02 3:40pm

RECEIVED BY
 COUNTY ADMIN. *[Signature]*
10/1/02 4:30
 COUNTY ADMIN.
 FORWARDED TO: *BL*
10/3 2002

JUSTIFICATION FOR APPROVING BLUE SHEET NO. 20021084

The potential sites for expansion of the existing Shandler Park are limited due to the surrounding developed neighborhoods. Acquisition of this site would be beneficial as it is adjacent to the property purchased in June 2001 for this project. This will provide County ownership of a contiguous tract of land that is approximately 3.17 acres in size for park expansion.

The Department of Parks and Recreation identified seven parcels for potential park expansion. Of those, the County purchased two parcels in 2001. The third is the subject of this blue sheet. Offers have been made on the other four parcels, but the owners have indicated they would only be willing to sell for significantly higher prices than our offers. Based on appraisal data, these values are not justifiable.

The property is vacant except for a billboard sign. The owner would only agree to sell if the sign remained on site with the County conveying an easement back to Seller for outdoor advertising. Staff worked with the owner to create an easement document that is restrictive on the advertising content on the sign and periodic maintenance of the structure. As this is an important site for expansion, Parks & Rec is agreeable to the sign remaining and expansion plans for this area allow for same.

The current owner purchased this site in August 2000 for \$80,000 (\$1.30 per square foot) and has indicated it was a below market purchase, but an arm's length transaction. The appraisal prepared by W. Michael Maxwell & Associates, Inc., dated 12/11/01, takes into consideration the sales history of this site when arriving at the appraised value of \$185,000 (\$3.00 per square foot). The seven comparable sales used as the basis of the appraisal indicate a value range of \$2.82 to \$3.62 per square foot.

The property is not listed for sale, and the owner initially was not interested in selling for less than \$5.00 per square foot. However, through negotiations during the last six months, the owner has finally agreed to \$3.00 per square foot.

This document prepared by
Division of County Lands
Project: Shandler Hall Park Improvements, No. 1758
STRAP No.: 04-44-25-09-00001.0000

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 _____, 2002 by and between **PRI-CAR, a Florida General Partnership**, hereinafter referred to as **SELLER**, whose address is Post Office Box 2148, Fort Myers, Florida 33902, 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, an improved parcel of land consisting of 61,500 square feet, more or less, and located on Royal Palm Park Road, Fort Myers, Florida 33905, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Shandler Hall Park Improvements Project, hereinafter called "the Project."

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be One Hundred Eighty-Five Thousand and 00/100 Dollars (\$185,000.00), 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 \$185,000.00, 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, 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) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER's attorney fees, if any;
- (g) payment of outstanding East Lee County Sewer Assessment, if any;
- (h) recording fee for Easement Agreement.

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

- (a) Recording fee for deed;
- (b) Environmental Audit, (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 will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** At least 30 days prior to closing, BUYER is to provide at BUYER's expense a boundary survey. The survey must have a certification date subsequent to the date of this agreement, and be certified to the BUYER. If such 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.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER hereby warrants and represents to the best of his knowledge 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 to the best of his knowledge 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 to the best of his knowledge 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 which SELLER may have caused.

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.

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:

Caecylia Sue Avoglia
James D. Casola

SELLER:
PRI-CAR,
a Florida General Partnership

By: Richard H. Whitehead
(DATE)

Name: Richard H. Whitehead

Title: GP

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

Page 1 of 1

BUYER: Lee County

SELLER: PRI-CAR

STRAP Nos.: 04-44-25-09-00001.0000

Buyer and Seller hereby covenant that part of the consideration for this transaction is the Easement Agreement between the parties attached hereto as Exhibit "X."

Seller will pay the survey costs to describe Easement Parcel and View Area.

SELLER:

PRI-CAR, a Florida General Partnership

WITNESSES:

Carolyn Sue Quaglia
James D. Casola

By: Richard H. Proch 9/4/02
(DATE)

Name: Richard H. Proch, Jr.

Title: General Partner

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)

EXHIBIT "A"

Project: Shandler Hall Park Improvements, No. 1758

STRAP Nos.: 04-44-25-09-00001.0000

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and Lot "B", ROYAL PALM PARK ANNEX, according to the map or plat thereof on file and recorded in Plat Book 6, Page 59, less and except the land described in Official Records Book 2021, Page 1448, of the Public Records of Lee County, Florida.

Exhibit "X"

EASEMENT AGREEMENT FOR OUTDOOR ADVERTISING

This Agreement made this _____ day of _____, 2002, between LEE COUNTY, FLORIDA, herein referred to as "Grantor" and PRI-CAR, a Florida General Partnership, herein referred to as "Grantee."

In consideration of payment of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, Grantor hereby grants to Grantee, its heirs, successors and assigns, the following described easement for outdoor advertising.

1. Grantor hereby grants to Grantee a perpetual, nonexclusive easement for outdoor advertising, specifically one two-sided Billboard, in, on, across, over and under, that certain real property located in Lee County, Florida and more particularly described in attached Exhibit "1" (Easement Parcel).

2. Grantee has the right to enter upon the Easement Parcel in order to construct, repair and maintain the Billboard structure, necessary supporting utility facilities and the foliage on the Easement Parcel and within the View Area, designated on attached Exhibit "1", in accordance with this Agreement.

Grantee also has a reasonable right of access over and across Grantor's adjacent parcel in order to gain access to the Easement Parcel and View Area.

3. Grantee may construct one two-sided Billboard on the Easement Parcel. The Billboard face or display area may not exceed 400 square feet per side for a total of 800 square feet. However, the Billboard may be multi-faced at any given time.

4. Grantee agrees to maintain control over advertising content. Grantee also agrees to prohibit any advertisement or other statement on the Billboard that (a) promotes the use of alcohol, cigarettes or gambling (excluding Florida Lottery signs); (b) contains words, pictures or depictions that a reasonable person would consider lewd or lascivious in nature (including, but not limited to, sexual activities or products); or (c) advertises, directly or indirectly, any activity that directly competes with an activity Grantor is engaged in or supports on the adjacent property.

5. Grantee may assign, sell, mortgage, pledge or otherwise dispose of or encumber its rights under this Agreement.

Grantee agrees that prior to entering into any agreement to sell, the Grantor will be provided first refusal right to purchase any easement interests.

6. Eminent Domain proceedings resulting in condemnation of a portion of the Easement Parcel, which leaves a remainder usable by Grantee for purposes of this Agreement, will not terminate this Agreement. If the entire Easement Parcel is condemned, Grantee is entitled to compensation for the Billboard structure and the value of this Agreement from the condemning authority.

7. In the context of condemnation proceedings, Grantor may allow Grantee to move or relocate the Billboard elsewhere upon the Grantor's adjacent property if the Easement Parcel is no longer reasonably usable as a result of the condemnation action. Grantor understands that the purpose of the easement is to provide a billboard with the most visibility from Palm Beach Boulevard (SR 80). Grantee must agree to the new sign location prior to execution of a replacement easement agreement. However, the parties understand the Grantor is not obligated to replace the Easement Parcel and failure to do so is not a compensable event.

8. Grantee is responsible for the payment of any taxes imposed upon the Easement Parcel or its use.

9. Grantee must maintain the Easement Parcel in a neat and orderly fashion at all times. Grantee has the right to cut or remove grass, shrubs, and other vegetation within the Easement Parcel or designated View Area necessary to provide visibility of the Billboard. Trimming or removal of trees and other vegetation within the Easement Parcel or View Area, may be done only between the hours of 7:00 AM and 6:00 PM on weekdays and on weekends for the sole purpose of making minor changes to the sign face.

Grantee agrees all work on the Billboard structure will occur on weekdays between 7:00am and 6:00pm with the sole exception that minor changes to the sign face may be made on weekends between the same hours.

10. Grantee will obtain and maintain all permits and licenses necessary to erect the Billboard upon the Easement Parcel. Grantee agrees to comply with all governmental statutes, ordinances, rules and regulations regarding the erection and maintenance of the Billboard. Grantor agrees to provide Grantee with any necessary authorization required by a governmental agency for purposes of permitting the Billboard on the Easement Parcel.

11. This Agreement will be construed in accordance with the laws of the State of Florida. The venue for any action arising from this Agreement lies in Lee County. The prevailing party in any civil action brought to enforce this Agreement is entitled to attorney's fees and costs.

12. Grantee hereby indemnifies and holds Grantor harmless from and against all liabilities, damages, claims, costs and expenses whatsoever (including reasonable attorney's fees and court costs at all trial and appellate levels) arising out of or in connection with Grantee's use of the Easement Parcel, including but not limited to, any injury or damage to Grantor or third parties caused by the erection, installation, operation or maintenance of the Billboard (and related necessary structures) upon the Easement Parcel. Grantee (or if assigned, Grantee's assignee) agrees to maintain liability and general liability insurance from companies acceptable to Grantor, naming Grantor as an additional insured, in an amount of not less than \$100,000/300,000 for as long as a Billboard remains on the Easement Parcel. A copy of the current Certificate of Insurance is attached as Exhibit "2".

13. Grantee agrees to repair and maintain the Billboard or Easement Parcel in good condition at all times, at its sole cost and expense. If the Billboard falls into a state of disrepair, Grantor may provide written notice to Grantee as to the disrepair. If Grantee fails to correct the problem by repair or maintenance of the Billboard or Easement Parcel within ninety (90) days of receiving written notice, then Grantor may, at its sole option, (1) undertake the necessary repairs or maintenance and charge the cost to Grantee; or, (2) remove the Billboard and supporting facilities, without compensation to Grantee.

Grantor's removal of the Billboard under this provision will serve to terminate this Agreement. Thereafter, it will be of no further force or effect.

Any notice required under this Agreement must be directed to the following address:

PRI-CAR	Lee County
c/o Richard H. Pritchett, III	c/o Parks & Recreation
P.O. Box 2148	P.O. Box 398
Fort Myers, Florida 33902	Fort Myers, Florida 33902

Any change in the address indicated above, must be provided in writing to the other party.

14. Grantor reserves all rights of ownership and use in and to the Easement Parcel that are not inconsistent with this Agreement.

15. This Easement runs with the land and is binding upon and inures to the benefit of the parties their successors and assigns.

16. This Agreement, including exhibits, constitutes the entire Agreement between the parties. Any modifications of this Agreement must be in writing and executed with the same formality.

IN WITNESS WHEREOF, the parties have signed this Agreement

Attest:
Charlie Green, Clerk of Court

GRANTOR:
Lee County, Florida, by its
Board of County Commissioners,

By: _____
Deputy Clerk (Date)

Chairman

GRANTEE:
PRI-CAR, a Florida General Partnership

Carolyn Sue Avoglia
1st Witness

By: [Signature]

Print Name: CAROLYN SUE AVOGLIA

Print Name: Richard H. Pritchett, III

Title: GP

Frances D. Casola
2nd Witness

Print Name: FRANCES D. CASOLA

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of Sept, 2002, by RICHARD H. PRITCHETT, III as GENERAL PARTNER on behalf of PRI-CAR, a Florida General Partnership who is personally known to me or who produced personally known as identification.

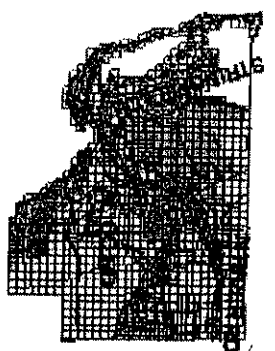
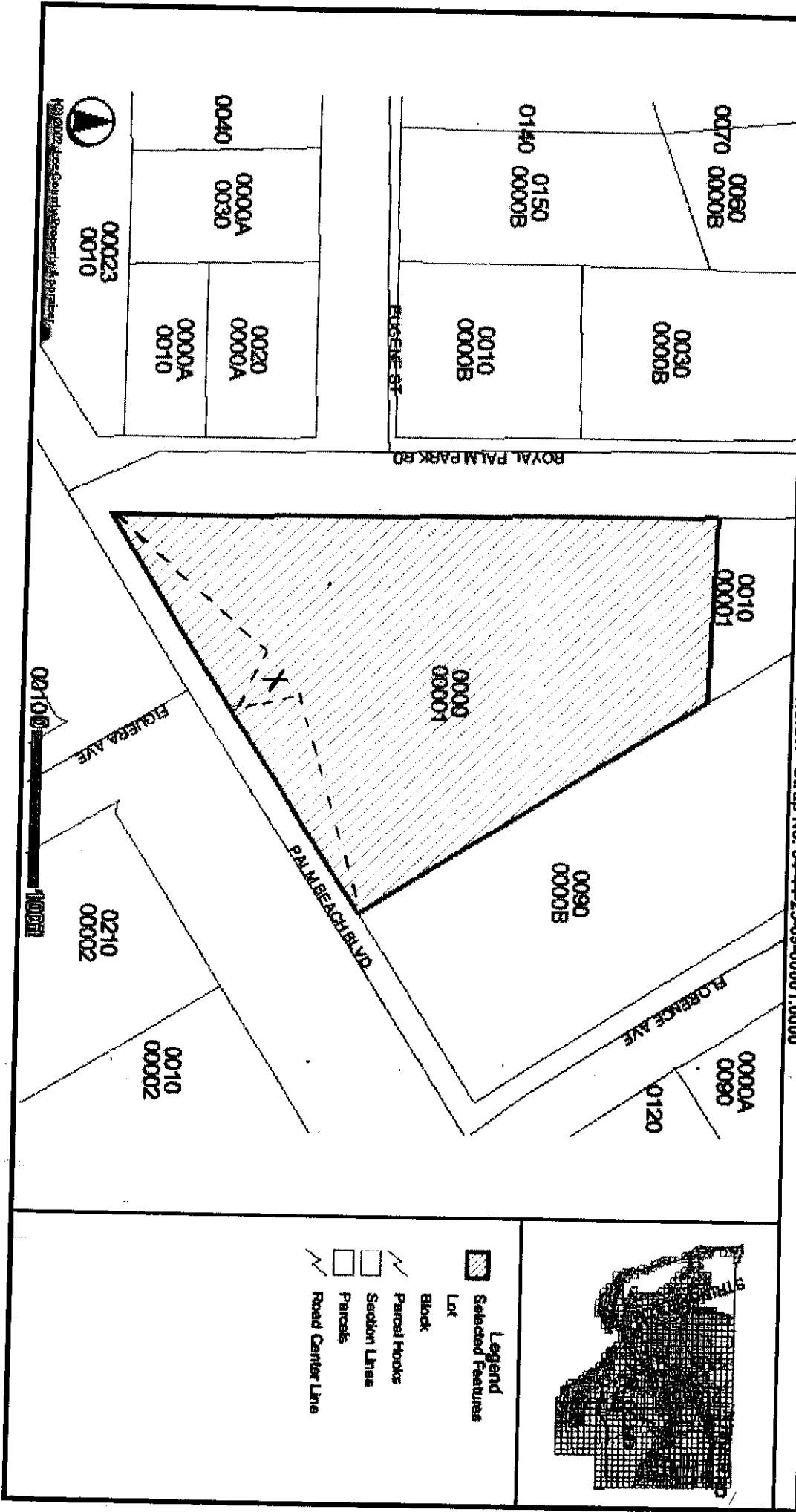


Carolyn Sue Avoglia
Commission # DD131347
Expires Aug. 13, 2006
Bonded Thru
Atlantic Bonding Co., Inc.

Carolyn Sue Avoglia
Notary Public-State of Florida
Print Name: CAROLYN SUE AVOGLIA
Serial No.: DD 131347

Exhibits

- A - Legal description of Easement Parcel
- B - Certificate of Insurance



- Legend**
- Selected Features
 - Lot
 - Parcel Hooks
 - Section Lines
 - Parcels
 - Road Center Line

X - Approximate Location of billboard sign (Easement Parcel)
 --- Approximate View Area

EXHIBIT "1"

The specific description of the Easement Parcel and View Area will be determined by a survey prior to closing.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)
10/24/2001

PRODUCER
CARLOCK & ASSOCIATES
4640 SE 9TH PLACE
CAPE CORAL, FL 33904
941-549-0221

INSURED
CARTER-PRITCHETT ADVERTISING, INC
CPE, PTNR. & CPH ADV., INC.
PO BOX 3648
N. FORT MYERS, FL 33918

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURER A: AUTO-OWNERS INSURANCE
INSURER B:
INSURER C:
INSURER D:
INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR	20591837	11/01/01	11/01/02	EACH OCCURRENCE \$ 500,000
	PIRE DAMAGE (Any one fire) \$ 50,000				
	MED EXP (Any one person) \$ 5,000				
	PERSONAL & ADV INJURY \$ 500,000				
	GENERAL AGGREGATE \$ 500,000				
	PRODUCTS - COMP/OP AGG \$ 500,000				
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	41110970	09/25/01	09/25/02	COMBINED SINGLE LIMIT (Ea accident) \$ 500,000
	BODILY INJURY (Per person) \$				
	BODILY INJURY (Per accident) \$				
	PROPERTY DAMAGE (Per accident) \$				
	AUTO ONLY - EA ACCIDENT \$				
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE	20590514	11/01/01	11/01/02	EACH OCCURRENCE \$ 5,000,000
<input type="checkbox"/> DEDUCTIBLE RETENTION \$	AGGREGATE \$ 5,000,000				
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS OTH-ER
					E.L. EACH ACCIDENT \$
					E.L. DISEASE - EA EMPLOYEE \$
	OTHER				E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS

ATTN: CINDY LOGAN
LEE COUNTY IS AN ADDITIONAL INSURED WITH RESPECTS TO GENREAL LIABILITY.

CERTIFICATE HOLDER ADDITIONAL INSURED; INSUREN LETTER:

LEE COUNTY VARIABLE PRICING
LEE COUNTY FINANCE DIVISION
PO DRAWER 2238
FT. MYERS, FL 33902

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL TEN DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

Ronald C. Carlock

EXHIBIT "2"

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 8TH day of SEPTEMBER, 2002, 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:

PRI-CAR, a Florida General Partnership
Post Office Box 2148
Fort Myers, Florida 33902

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. RICHARD H. PRITCHETT, III
2. SCOTT M. CARTER
3. _____
4. _____

The real property to be conveyed to Lee County is shown on attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered in our presences:

Carolyn Sue Anglin
Witness Signature

CAROLYN Sue Anglin
Printed Name

Tom R. Veal
Witness Signature

Tom R. Veal
Printed Name

Richard H. Pritchett, III
Signature of Affiant

RICHARD H. PRITCHETT, III
Printed Name

Affidavit of Interest in Real Property
Project: Shandler Hall Park Improvements, No. 1758
STRAP No.: 04-44-25-09-00001.0000

STATE OF Florida

COUNTY OF Lee

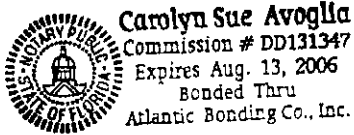
SWORN TO AND SUBSCRIBED before me this 4th day of September 2002, by

RICHARD W. FRITCHETT, III
(name of general partner)

General Partner of PRI-CAR, a Florida General Partnership, on behalf of the partnership.

Carolyn Sue Avoglia
(Notary Signature)

CAROLYN SUE AVOGLIA
(Print, type or stamp name)



Personally known
OR Produced Identification _____
Type of Identification _____

EXHIBIT "A"

Project: Shandler Hall Park Improvements, No. 1758

STRAP Nos.: 04-44-25-09-00001.0000

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and Lot "B", ROYAL PALM PARK ANNEX, according to the map or plat thereof on file and recorded in Plat Book 6, Page 59, less and except the land described in Official Records Book 2021, Page 1448, of the Public Records of Lee County, Florida.

FILE NO: TC-F11674
TITLE SEARCH LETTER

To the following described lands
lying and being in Lee County, Florida:

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, and 10, Lot "B", ROYAL
PALM PARK ANNEX, according to the map or plat thereof,
as recorded in Plat Book 6, Page 59, Less and Except
the land described in Official Records Book 2021, Page
1448, of the Public Records of Lee County, Florida.

PREPARED BY
TRI COUNTY TITLE INSURANCE AGENCY, INC.
8660 College Parkway, Suite 200
Fort Myers, Florida 33919
(941) 437-3144
Fax (941) 437-3148

Our "TRI" stands for
TRUST, RELIABILITY AND INTEGRITY

November 29, 2001

TITLE SEARCH LETTER

FILE NUMBER: TC-F11674
YOUR FILE NO:

STRAP NUMBER: 04-44-25-09-00001.0000

TAX INFORMATION:

General and special taxes and assessments required to be paid in the year 2002 and subsequent years, which are not yet due and payable. Strap # 04-44-25-09-00001.0000. 2001 taxes are due in the amount of \$2,180.41, if paid by December 31, 2001.

Tri-County Title Insurance Agency, Inc. does hereby certify that it has searched the Public Records of Lee County, Florida, and that said Public Records appear as follows, to wit:

OWNER(S) OF RECORD: PRI-CAR, a Florida General Partnership

BY Warranty Deed, AS RECORDED IN Official Records Book 3297, Page 2262, of the Public Records of Lee County, Florida.

MORTGAGES: NONE

LIENS: NONE

ASSESSMENTS: NONE

EASEMENTS & RESTRICTIONS:

1. Lee County Mandatory Garbage Collection Assessment Ordinance 86-14 recorded in Official Records Book 2189, Page 3281, and amended in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida.

2. Subject land lies within the boundaries of the East Lee County Sewer District and is subject to all acts by said district.

EFFECTIVE DATE: November 20, 2001 @ 8:00 am

UPDATED THRU 9/16/2002 @ 8:00AM

This report, while believed to be correct, is necessarily based upon information obtained through the Index of Documents maintained by the Clerk of the Circuit Court and therefore is subject to any errors in such index. This company does not offer any opinion with regard to the validity of any of the recorded documents or the marketability of the title to this property. This report is confined and limited to showing the apparent owner of record and any liens or encumbrances shown in the Public Records of the county wherein the subject property is located.

BY:



Dena E. Weygant/Charles P. Hannaway/Jeanette B. Goff
TRI-COUNTY TITLE INSURANCE AGENCY, INC.

THIS INSTRUMENT PREPARED BY:

Project: Shandler Park Improvements, No. 1758
STRAP No.: 04-44-25-09-00001.0000

Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902

PARTNERSHIP AFFIDAVIT

STATE OF Florida

COUNTY OF Lee

Before me, a notary public, appeared Richard H. Pritchett, III, who, being first duly sworn, deposes and says as follows:

1. The PRI-CAR, a Florida General Partnership is currently in existence under a valid partnership agreement; has not been dissolved; and has been in full force and effect during the entire time the partnership has held title to the real property.

2. To follow is a list of all partners, currently existing, of the PRI-CAR, a Florida General Partnership:

- RICHARD H. PRITCHETT, III
- SCOTT M. CARTER

3. Richard H. Pritchett, III is the managing general partner of PRI-CAR, a Florida General Partnership.

4. Richard H. Pritchett, III, as managing general partner of PRI-CAR, a Florida General Partnership, is fully empowered, in accordance with the partnership agreement, to execute any and all documents necessary to convey title to the real property, described in Exhibit "A", to Lee County.

5. Neither the partnership nor any of the partners have been debtors in bankruptcy proceedings during the existence of the partnership.

6. I am the Managing General Partner of PRI-CAR, a Florida General Partnership.

FURTHER AFFIANT SAYS NOT.

[Signature]
AFFIANT

Printed Name: Richard H. Pritchett III

Sworn to and subscribed before me this 4th day of September, 2002, by

Richard H. Pritchett, III, as Managing General Partner.

[Signature]
Notary Signature

CAROLYN Sue Avoglia
Print, Type or Stamp Name of Notary

Personally Known
OR Produced Identification _____
Type of Identification _____

EXHIBIT "A"

Project: Shandler Hall Park Improvements, No. 1758

STRAP Nos.: 04-44-25-09-00001.0000

Lots 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, and Lot "B", ROYAL PALM PARK ANNEX, according to the map or plat thereof on file and recorded in Plat Book 6, Page 59, less and except the land described in Official Records Book 2021, Page 1448, of the Public Records of Lee County, Florida.

W. MICHAEL MAXWELL & ASSOCIATES, INC.

APPRAISER/CONSULTANT/REALTOR

ASSOCIATE APPRAISERS

William E. McInnis
State-Certified General Appraiser
Certification 0002232

Timothy D. Rieckhoff
State-Certified General Appraiser
Certification 0002261

Gerald A. Hendry
State-Certified General Appraiser
Certification 0002245



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

2550 First Street
Fort Myers, Florida 33901

(941) 337-0555
(941) 337-3747 · FAX

e-mail-appr@maxwellappraisal.com
web-www.maxwellappraisal.com

26 December 2001

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

Attn: Mr. Robert G. Clemens
Acquisitions Program Manager

Re: Appraisal of Shandler Hall Park Improvements,
Project No. 1758, S.T.A. #17, vacant parcel located
at the northeast corner of Royal Palm Park Road
and Palm Beach Boulevard, Fort Myers, Florida,
owned by Pri-Car

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis have been made of the above property for the purpose of estimating the market value of the undivided fee simple interest in the land as if free and clear of all liens, mortgages, encumbrances, and/or encroachments except as amended in the body of this report.

Market value for this purpose is understood to be the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. The full definition of market value can be found in the body of this report.

As per the Uniform Standards of Professional Appraisal Practice (USPAP), the appraisers are given three report writing options. These options would include either a self-contained report, summary report, or restricted report. A summary report format has been requested and will be used for this appraisal. The only difference between the self-contained appraisal report and the summary appraisal report is the level of detail of presentation.

The function or intended use of this appraisal is understood to be for use as a basis of value in the possible acquisition of the property. A detailed on-site inspection of the subject property was made on 11 December 2001 by Mr. William E. McInnis, Associate Appraiser. Mr. W. Michael Maxwell, MAI, SRA has subsequently made an inspection of this property. This appraisal has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice and the guidelines as submitted by the Division of County Lands.

Except for a billboard the subject property is vacant and therefore only the Sales Comparison Approach is applicable in this situation. Per the clients instructions, the billboard is not included in this valuation. Our compensation in this assignment is not contingent upon the reporting of a pre-determined value or direction in value that favors the cause of the client, the amount of the value estimate, the obtainment of a stipulated result, or the occurrence of a subsequent event. In addition to the Assumptions and Limiting Conditions as contained in the Addenda to this report, this appraisal is made subject to the Special Assumptions as outlined on the Executive Summary on the following pages. They include a current survey of the subject property, as well as any and all reports in regards to hazardous materials on the property.

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 the estimated market value of the subject property, as of 11 December 2001, is:

ONE HUNDRED EIGHTY FIVE THOUSAND DOLLARS.....(\$185,000.00)

Respectfully submitted,



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



William E. McInnis, Associate Appraiser
State-Certified General Appraiser
Certification 0002232



W. MICHAEL MAXWELL
MAI, SRA

5-Year Sales History

STRAP No. 04-44-25-09-00001.0000

Shandler Hall Park Improvements, Project No. 1758

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N
John T. Beckett	PRI-CAR, A Florida General Partnership	8/00	\$80,000.00	Y