

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

Blue Sheet No. 200 30077

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to the property owners in the amount of \$23,500.00 for Parcel 159 and \$1,500.00 for Parcel 159TCE, Pondella Road Widening, from east of McNeill Road to Del Pine Drive, Project No. 4656, pursuant to the terms and conditions set forth in the Purchase Agreement; authorize Chairman on behalf of the BoCC to execute Purchase Agreement if offer is accepted by Seller; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction and payment of all recording fees.

WHY ACTION IS NECESSARY: The Board must formally authorize the making of a binding offer to a property owner pursuant to F.S. §73.015 prior to initiation of condemnation proceedings.

WHAT ACTION ACCOMPLISHES: Makes binding offer to, property owner as required by F.S. §73.015, as amended.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 4

CLF

3. MEETING DATE:
02-04-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

- (Specify)*
- STATUTE 73.125
 - ORDINANCE
 - ADMIN.
 - OTHER Resolution of Necessity
- Blue Sheet No. 20020239

6. REQUESTOR OF INFORMATION

- A.
- B. DEPARTMENT Independent Division
- C. DIVISION County Lands *LC 1-15-03*
- BY *Karen L.W. Forsyth, Director* *KLF*

7. BACKGROUND:

The Division of County Lands has been requested by the Department of Transportation to acquire property that is necessary for the Pondella Road Widening, from east of McNeill Road to Del Pine Drive, Project No. 4656.

(TCE)

This acquisition consists of a strip parcel of ±35 feet in width (Fee) and 10 foot wide Temporary Construction Easement, (Strap Number 05-44-24-00-00006.004A). The area of Parcel 159 is 8,352 sq. ft. and Parcel 159 TCE is 2,400 sq. ft.

F.S. §73.015, as amended, requires the County to submit a binding offer to the property owner prior to the initiation of condemnation proceedings. The County obtained an appraisal dated December 11, 2002, performed by Stephen A. Cunningham MAI, SRA, indicating a value of \$22,510.00 for Parcel 159 (Fee) and \$1,043.00 for Parcel 159 TCE. The binding offer to the property owners, R.G. Stallings and Margaret Stallings is \$23,500 for Parcel 159 and \$1,500.00 for Parcel 159 TCE. Should the property owner agree to accept this offer, condemnation proceedings will not be required. If the property owners elect not to accept this offer, then condemnation proceedings may be commenced.

Staff is of the opinion that the purchase price increase of \$990.00 (Parcel 159) and \$457 (Parcel 159 TCE) above the appraised value can be justified considering the costs associated with condemnation proceedings estimated to be between \$3,000 - \$5,000, excluding land value increases and attorney fees.

Staff recommends the Board approve the Requested Motion.

Funds are available in Account No. 20465618805.506110

- 20 - Capital Projects
- 4656 - Pondella Road Widening
- 18805 - Impact Fees
- 50.6110 - Land

ATTACHMENTS:

- Purchase and Sale Agreement
- Title Search
- Appraisal Letter
- Sales History

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>[Signature]</i>	<i>[Signature]</i> 1-21-03	OA <i>[Signature]</i> 1-22-03	<i>[Signature]</i> 1/23/03	RISK <i>[Signature]</i> 1/23/03	GC <i>[Signature]</i> 1/23/03	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *1/21/03*
Time: *3:44 PM*
Forwarded To:
Co. ADM.
1/21/03 5PM

RECEIVED BY
COUNTY ADMIN. *[Signature]*
1-22-03
10:00
COUNTY ADMIN.
FORWARDED TO: *BH*
1/23 3:00

This document prepared by
Division of County Lands
Project: Pondella Road Widening, Phase III, No. 4656
Parcel: 159 and 159 TCE
STRAP No.: 05-44-24-00-00006,004A

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 _____, 2003, by and between R.G. Stallings and Margaret Lee Stallings, husband and wife, hereinafter referred to as SELLER, whose address is PO Box 485, Skyland, North Carolina 28776, 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 8352 square feet, more or less, and located at 1170-1180 Pondella Road, North Fort Myers, Florida 33903, 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 Pondella Road Widening, Phase III, No. 4656 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 Twenty-three Thousand Five Hundred and 00/100 (\$23,500.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$23,500.00, 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) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) payment of delinquent City of Cape Coral assessments, if any;
- (f) SELLER'S attorney fees, if any.

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

- (a) Recording fee for deed;
- (b) 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.

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

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

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

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

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

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

WITNESSES:

SELLER:

R.G. Stallings (DATE)

WITNESSES:

SELLER:

Margaret Lee Stallings (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

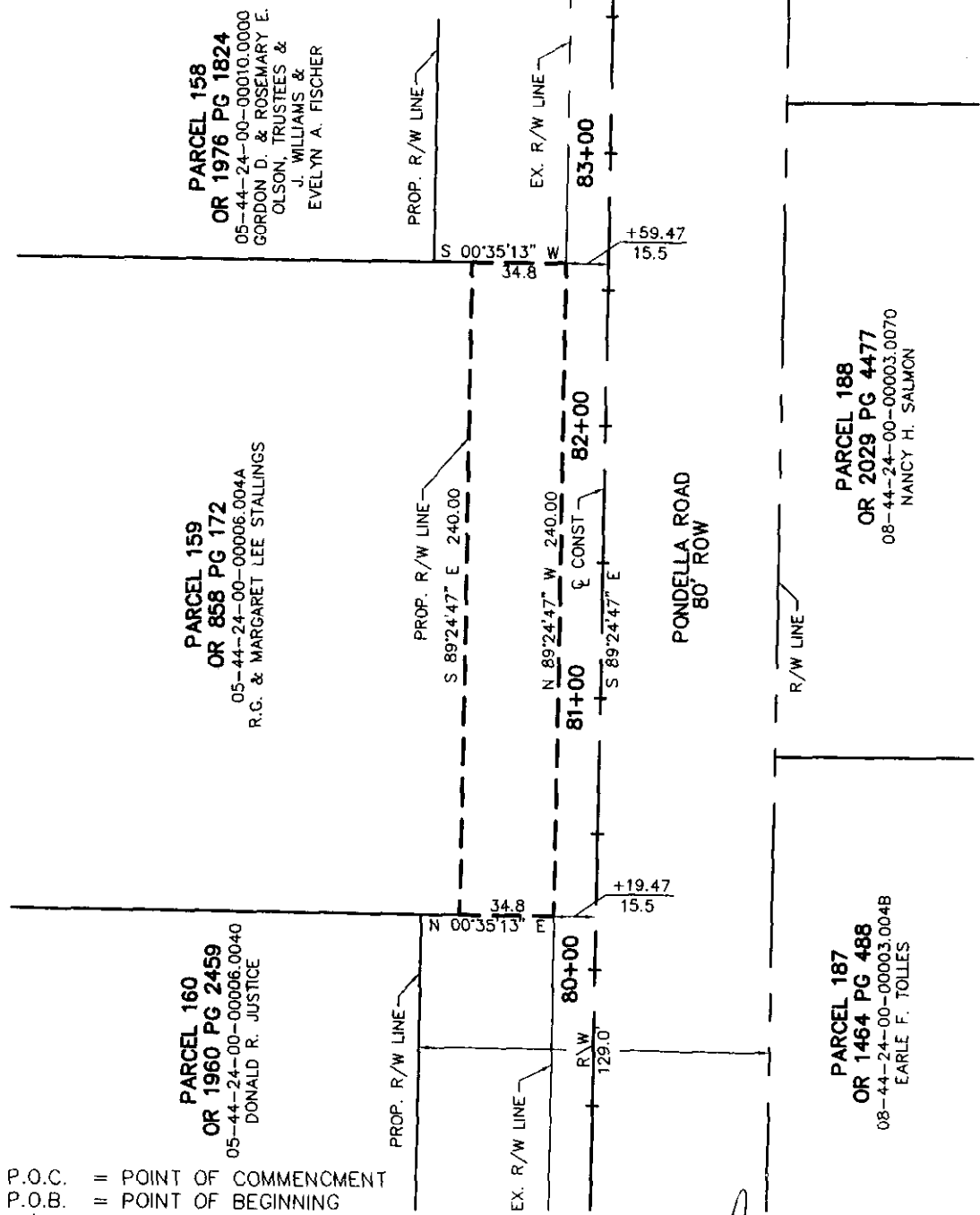
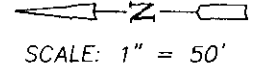
APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Exhibit "A"

SECTION 5, TOWNSHIP 44 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA

PARCEL NO. 159
 PROPERTY OWNER: R.G. & MARGARET LEE STALLINGS
 REFERENCE: O.R. 858, PG 172
 STRAP NO.: 05-44-24-00-00006.004A
 AREA OF TAKE: 8,352 SQ. FT.
 AREA OF REMAINDER: 7.03 AC



P.O.C. = POINT OF COMMENCEMENT
 P.O.B. = POINT OF BEGINNING
 R/W = RIGHT-OF-WAY

LEGAL DESCRIPTION AND SKETCH SHEET 1 OF 2

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY:

DESCRIPTION: PARCEL 159 RIGHT-OF-WAY TAKE

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

AGNOLI
BARBER &
BRUNDAGE, INC.
 Professional engineers, planners, & land surveyors
 Collier County: Suite 206, 7400 Tamiami Trail, North Naples, FL 34108 (941) 997-3111
 Lee County: Suite 101, 1426 Hendry Street, Fort Myers, FL 33901 (941) 337-3111
 Certificate of Authorization Nos. LB 3064 and SP 3064 Fax: (941) 996-8202

REVISION:	BY:	GUY P. ADAMS, P.S.M. NO. 4390
10/10/02		
42.0 TO 34.8		
	SCALE: 1" = 50'	DATE: AUGUST 5, 2001
	DRAWN BY: JAN	PROJECT NO.: 7951
	ACAD NO: 8069-2	FILE NO: 8069

Exhibit "A"

(COUNTY PROJECT NUMBER 4656)

DESCRIPTION OF RIGHT-OF-WAY PARCEL

ALL THAT PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 858, PAGE 172, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 5, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTHERLY 34.8 FEET OF THE FOLLOWING DESCRIBED PARCEL;

THE WESTERLY 240 FEET OF THE EASTERLY 1680 FEET OF THE NORTHERLY 1310 FEET OF THE SOUTHERLY 1350 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 5;

CONTAINING 8,352 SQUARE FEET OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION AND SKETCH SHEET 2 OF 2

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY:

DESCRIPTION: PARCEL 159 RIGHT-OF-WAY TAKE

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

10/10/02

42.0 TO 34.8

BY:

GUY P. ADAMS, P.S.M. NO. 4390

SCALE: N.T.S. DATE: AUGUST 5, 2001

DRAWN BY: JAN PROJECT NO.: 7951

ACAD NO: 8069-2 FILE NO: 8069



Professional engineers, planners, & land surveyors
 Collier County: Suite 200, 7408 Tamiami Trail, North Naples, FL 34108 (813)897-8111
 Lee County: Suite 101, 1828 Romyra Street, Fort Myers, FL 33901 (813)257-8111
 Certificate of Authorization No. LB 3664 and RB 3084 Fax: (813)644-2203

Parcel: 159 TCE
Project: Pondella Road Widening, Project No. 4656
STRAP No.: 05-44-24-00-00006.004A

EASEMENT PURCHASE AGREEMENT

This Agreement made and entered into this _____ day of _____, 20____, by and between R.G. Stallings and Margaret Lee Stallings, husband and wife, whose address is PO Box 485, Skyland, North Carolina 28776, hereinafter referred to as Owner, and **LEE COUNTY**, a political subdivision of the State of Florida, for the use and benefit of said County, hereinafter referred to as Purchaser.

Whereas, Purchaser requires a temporary construction easement located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, for the temporary construction activities.

- a) Owner will grant said easement to Purchaser for the sum of \$1,500.00; Purchaser to pay recording costs, documentary stamps and title insurance.
- b) Owner agrees that said easement will be granted to Purchaser by execution of a perpetual easement in form and substance as attached hereto by Purchaser.
- c) Purchaser will pay Owner the amount agreed upon in item (a) of this agreement by County Warrant within 30 days of the execution and acceptance of this Easement Purchase Agreement and the Perpetual Easement instrument by Purchaser.
- d) Owner agrees that Purchaser, his successors and assigns will be allowed to use said perpetual easement area as specified in the attached instrument.
- e) Purchaser agrees to complete construction within the easement area in a timely manner.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the date first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

Grantor:

1st Witness Signature

R.G. Stallings

2nd Witness Signature

Grantor:

1st Witness Signature

Margaret Lee Stallings

2nd Witness Signature

ATTEST:

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Chairman or Vice-Chairman

APPROVED AS TO LEGAL FORM

Office of County Attorney

This instrument prepared by:
Lee County
Public Works/County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Exhibit "A"

Project: Pondella Road Widening, No. 4656
STRAP No.: 05-44-24-00-00006.004A

This Space for Recording

TEMPORARY CONSTRUCTION EASEMENT AGREEMENT

THIS AGREEMENT is made and entered into this _____ day of _____, 20__, between R.G. Stallings and Margaret Lee Stallings, husband and wife, whose address is PO Box 485 Skyland, North Carolina, hereinafter referred to as GRANTOR, and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902, hereinafter referred to as GRANTEE.

W I T N E S S E T H:

THAT the GRANTOR is the owner of the lands described in Exhibit "A" and as such has the power to grant the GRANTEE an interest in such lands.

THAT the GRANTOR, for good and valuable consideration, receipt of which is hereby acknowledged, does hereby grant unto the GRANTEE, permission to enter upon the following described lands, as described in Exhibit "A", (attached hereto and incorporated herein), for the purpose of ingress and egress to the Pondella Road Widening Project where it abuts the above described property, by workmen, machinery and vehicles, the storing and/or stockpiling materials as needed for said construction; and then restoring the said property and thereby connecting all new construction resulting from the project to that existing prior to construction.

THE construction period is expected to last for approximately 24 months commencing on or before March 2003. All rights granted to the GRANTEE by this Agreement shall terminate on February 2005, or upon completion of the work contemplated by this Agreement, whichever occurs first, unless extended by a written agreement between the parties.

GRANTEE will restore the property described above to a safe and aesthetic condition, as such existed prior to construction. GRANTEE will grade the lands to match the new construction at no cost to GRANTOR. The completed work shall include, but not be limited to, restoring or replacing sod, mailboxes, driveways, sprinkler systems, and landscaping.

exhibit "A"

IN WITNESS WHEREOF, the GRANTOR has caused this document
to be signed on the date and year first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature R.G. Stallings GRANTOR

Printed Name of 1st Witness

2nd Witness Signature

Printed Name of 2nd Witness

1st Witness Signature Margaret Lee Stallings GRANTOR

Printed Name of 1st Witness

2nd Witness Signature

Printed Name of 2nd Witness

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____
day of _____, 20__, by _____
(name of person acknowledged)
He/she is personally known to me or who has produced _____
(type of
_____ as identification.
identification)

WITNESS my hand and official seal in the County and State last
aforesaid this ____ day of _____, 20__.

(SEAL)

Notary Public

Printed Name of Notary Public

My Commission Expires: _____

ACCEPTED ON BEHALF OF THE
BOARD OF COUNTY COMMISSIONERS
LEE COUNTY, FLORIDA

ATTEST:
Charlie Green, Clerk

By: _____
Deputy Clerk

By: _____
County Administrator

Date: _____

Approved As to Form:

Office of County Attorney

exhibit "A"

(COUNTY PROJECT NUMBER 4656)

DESCRIPTION OF CONSTRUCTION EASEMENT

ALL THAT PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 858, PAGE 172, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 5, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE NORTHERLY 10.0 FEET OF THE SOUTHERLY 44.8 FEET OF THE FOLLOWING DESCRIBED PARCEL;

THE WESTERLY 240 FEET OF THE EASTERLY 1680 FEET OF THE NORTHERLY 1310 FEET OF THE SOUTHERLY 1350 FEET OF THE SOUTHEAST QUARTER OF SAID SECTION 5;

CONTAINING 2,400 SQUARE FEET OF LAND MORE OR LESS;
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LEGAL DESCRIPTION AND SKETCH SHEET 2 OF 2

THIS LEGAL DESCRIPTION AND SKETCH PREPARED BY:

DESCRIPTION: PARCEL 159 CONSTRUCTION EASEMENT

CLIENT: LEE COUNTY D.O.T. & ENGINEERING

REVISION:

BY: GUY P. ADAMS, P.S.M. NO. 4390

SCALE: N.T.S. DATE: OCTOBER 10, 2002

DRAWN BY: JAN PROJECT NO.: 7951

ACAD NO: 8069-12 FILE NO: 8069



Professional engineers, planners, & land surveyors
Collier County: Suite 800, 7400 Tamiami Trail, North Naples, FL 34108 (841)997-5111
Lee County: Suite 191, 1800 Sandray Street, Fort Myers, FL 33901 (841)587-5111
Certificates of Authorization Nos. LB 3484 and EB 3904 Fax: (841)566-2308

H. 159

**FILE NO: TC-F11552
TITLE SEARCH LETTER**

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

From the Southeast corner of Section 5, Township 44 South, Range 24 East, Lee County, Florida, run Westerly along the centerline of State Road S-7880, commonly known as Pondella Road, 1440'; thence run North perpendicular to the said centerline for 40' to a point on the North right-of-way line of said road and the point of beginning of the lands hereby conveyed. From said point of beginning continue North perpendicular to said centerline for 1310.2' thence West parallel to said centerline for 240'; thence run South perpendicular to the said centerline for 1310.2' to a point on said North right-of-way line of State Road S-7880; thence run Easterly along said right-of-way line for 240' to the point of beginning, containing 7.22 acres more or less.

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

1-15-03 Title updated - no changes.
R

November 8, 2001

TITLE SEARCH LETTER

FILE NUMBER: TC-F11552
YOUR FILE NO:

STRAP NUMBER: 05-44-24-00-00006.004A

TAX INFORMATION:

1. 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 # 05-44-24-00-00006.004A. 2001 taxes are due in the amount of \$6,056.72, if paid by November 30, 2001.

2. 2000 and 2001 Tangible Personal Property Taxes are currently due.

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: R.G. STALLINGS and MARGARET LEE STALLINGS, Husband and Wife

BY Warranty Deed, AS RECORDED IN Official Records Book 858, Page 172, 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. Easements to Lee County Electric Co-operative, Inc., as recorded in Official Records Book 3420, Page 4058, of the Public Records of Lee County, Florida.

3. Memorandum of Land Lease as recorded in Official Records Book 3368, Page 1766, to Wireless One Network L.P., of the Public Records of Lee County, Florida.

EFFECTIVE DATE: November 1, 2001 @ 8:00 am

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 R. Hannaway/Jeanette B. Goff
TRI-COUNTY TITLE INSURANCE AGENCY, INC.

**COMPLETE APPRAISAL PROCESS
SUMMARY REPORT FORMAT**

**PONDELLA ROAD WIDENING PROJECT NO. 4656
PARCEL 159(PARTIAL ACQUISITION, FEE SIMPLE)
PARCEL 159-CE(PARTIAL ACQUISITION, TEMPORARY CONSTRUCTION EASEMENT)
OWNER OF RECORD: R.G. STALLINGS AND MARGARET LEE STALLINGS**

APPRAISAL NUMBER 020113

VALUATION DATE: DECEMBER 11, 2002

PREPARED FOR

**MR. ROBERT G. CLEMENS, SR, WA
ACQUISITION PROGRAM MANAGER
LEE COUNTY DEPARTMENT OF PUBLIC WORKS
DIVISION OF COUNTY LANDS
POST OFFICE BOX 398
FORT MYERS, FLORIDA 33902-0398**

PREPARED BY

**GRUBB & ELLIS|VIP-D'ALESSANDRO
DIVISION OF VALUATION AND RESEARCH
13131 UNIVERSITY DRIVE
FORT MYERS, FLORIDA 33307**

January 13, 2003

Mr. Robert G. Clemens, SR, WA
Acquisition Program Manager
Lee County Department of Public Works
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Re: Parcel 159, 159-CE
Pondella Road Widening Project No. 4656
Property Owner: Stallings, R.G. and Margaret
Appraisal No.: 020113

Dear Mr. Clemens:

At your request, we have analyzed the proposed fee simple acquisition that encompasses approximately the south 34.8 feet of a long, narrow 7.22-acre parcel identified as STRAP #05-44-24-00-00006.004A, and a proposed 10.00 foot wide temporary construction easement located adjacent to the previous acquisition. According to the parcel sketch and legal description, the acquisition that is to occur will be a partial take for the purpose of widening Pondella Road. In valuing a partial take, the market value of the real property and property rights sought to be acquired and damages or special benefits to the remaining real property and property rights are estimated. It is our understanding that the intended use of this market value estimate is for purchase negotiations between Lee County and the subject property owner for acquisition by Lee County.

The market value estimate reported herein is the result of a Complete Appraisal Process and is reported to you in the format requested by you, a Summary Appraisal Report Format. The Summary Appraisal Report Format is 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 appraisers' 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 our client and is for the intended use stated herein. The appraisers are not responsible for unauthorized use of this report.

Specifically, the purpose of this appraisal is to (1) estimate the market value of the entire ownership; and (2) estimate the market value of the remainder. The difference between the two values will then be analyzed as to the allocation of the value differential to the real property acquired and damages or special benefits to the remaining real property and property rights. The property rights involved in this acquisition consist of the fee simple interest or estate.

In order to identify the parent tract it must satisfy three tests: (1) unity of title; (2) unity of use; and (3) contiguity. The proposed acquisitions are a portion of a long, narrow 7.22-acre tract of land that is utilized as a commercial yard with an industrial building located on the southernmost portion of this parcel which contains frontage along Pondella Road. The remaining portion of the parcel is utilized for the storage of large trucks, mechanical equipment, etc. This tract of land is encumbered with three zoning districts. The southernmost 300 feet, which fronts along Pondella Road, is zoned C-2, a commercial zoning district; the adjacent 400 feet to the north is zoned IL, an industrial zoning district; and the 700 feet north of the industrial zoned portion of the parcel is uncleared land and is zoned AG-2, an agricultural zoning district. The proposed acquisition area encompasses only the C-2 zoned portion of the site. An existing building is also located on the C-2 zoned portion of the site and will be not be affected by the take. The IL and AG-2 zoned portion of the site will not be affected by the acquisition. As such, it is our opinion that the C-2 zoned portion of the 7.22-acre tract of land is considered to be the parent tract. This portion of the site satisfies the three tests of a parent tract as described above. The total site area of the parent tract is calculated to be 72,000 square feet or 1.65 acres with the dimensions of 240 feet along Pondella Road by 300 feet of depth. It is improved with an industrial building containing 944 square feet of office and storage area, two 776 square foot bay areas, and a 1,152 square foot covered overhang area.

The effective date of valuation for this parcel is considered to be December 11, 2002. This represents the last date of a complete and thorough inspection of the parcel by Stephen A Cunningham, MAI, SRA, State-Certified General Real Estate Appraiser, Certificate Number 0000300.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, and this report adheres to the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation. Mr. Stephen A Cunningham, MAI, SRA has complied with the Uniform Standards of Professional Appraisal Practice, Competency Provision. The attached Summary Appraisal Report contains the data, analyses, limiting conditions, and conclusions of value. The subject property is assumed to be free and clear of all liens and encumbrances except typical mortgage financing for properties similar to the subject property, at market rates. Mr. Stephen A Cunningham, MAI, SRA certifies that, during the completion of this assignment, a thorough inspection of the subject property was undertaken. We certify that we have no past, present, or future interest in the real estate, and, to the best of our knowledge, the facts contained herein are true and correct.

Mr. Robert G. Clemens, SR, WA
Acquisition Program Manager
Division of County Lands
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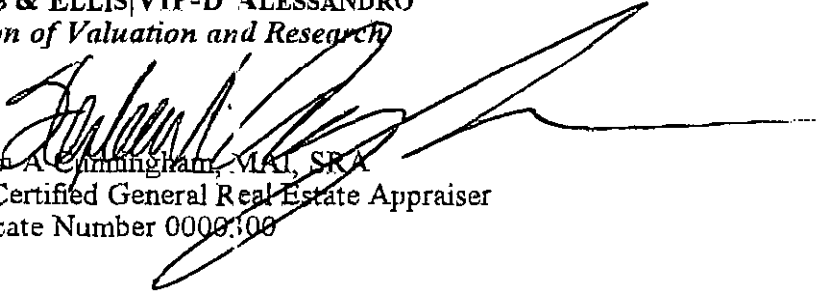
Therefore, based upon the following summarized sections of the report, it is our opinion that the total estimated just compensation due to the property owner, as of December 11, 2002, can be summarized as follows.

Value of the Take Area-Parcel 159	\$19,210.00
Value of Improvements within the Take Area	\$3,300.00
Value of Take Area-Parcel 159-CE	\$1,043.00
TOTAL COMPENSATION DUE PROPERTY OWNER	\$23,600.00

We appreciate the opportunity to be of service to you in this matter.

Respectfully submitted,

GRUBB & ELLIS|VIP-D' ALESSANDRO
Division of Valuation and Research



Stephen A. Cunningham, MAI, SRA
State-Certified General Real Estate Appraiser
Certificate Number 0000100

5-Year Sales History

Parcel No. 159

Pondella Road Widening Phase II, No. 4656

No Sale in the Past 5 Years