

**Lee County Board of County Commissioners**

**Agenda Item Summary**

**Blue Sheet No. 20030074**

**1. REQUESTED MOTION:**

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$4,500.00 for Parcel 209A and \$7,000.00 for Parcels 209B & C, Alico Road Widening, from east of I-75 to east of Old US 41, Project No. 4030, 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:**

**COMMISSION DISTRICT #:**

**3 & 5**

*CLF*

**3. MEETING DATE:**

**02-11-2003**

**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. COMMISSIONER

B. DEPARTMENT Independent Division

C. DIVISION County Lands *1/17/03*

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 Alico Road Widening, from east of I-75 to east of Old US 41, Project No. 4030.

This acquisition consists of three parcels, along the south side of Alico Road near the intersection with the easterly spur railroad crossing.

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 3, 2002, performed by David Vaughan MAI, indicating a value of \$4,405.00 for Parcel 209A, \$2,520.00.00 for Parcel 209B, and \$3,779.00 for Parcel 209C. The binding offer to the property owner, CSX Transportation, Inc., is \$4,500.00 for Parcel 209A and \$7,000.00 for Parcels 209B & C. 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 \$95.00 (Parcel 209A) and \$701.00 (Parcels 209B & C) above the appraised value can be justified considering the costs associated with condemnation proceedings estimated to be between \$5,000 - \$8,000, excluding land value increases and attorney fees. All of these parcels are for easement interests; Parcel 209A - sidewalk easement and Parcels 209B & C - right of way easement.

Staff recommends the Board approve the Requested Motion.

Funds are available in Account No. 20403018804.506110

- 20 - Capital Projects
- 4030 - Alico Road Widening
- 18804 - Impact Fees
- 506110 - Land

**ATTACHMENTS:**

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

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A	B	C	D	E	F				G
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager
<i>K. Forsyth</i>		<i>N/A</i>	<i>DAD 1/21/03</i>	<i>John 1-28-03</i>	OA	QM	RISK	GC	
					<i>1-29-03</i>	<i>1/30/03</i>	<i>1/29/03</i>	<i>1/29/03</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: *1/27/03*  
 Time: *3:30 PM*  
 Forwarded to:  
 Co. ADM.  
*1/29/03 9 AM*

RECEIVED BY  
 COUNTY ADMIN. *gwh*  
*1-29-03*  
*8:50*  
 COUNTY ADMIN.  
 FORWARDED TO: *BH*  
*1/30/03*

Parcel: 209A  
Project: Alico Road Widening, Project No. 4030  
STRAP No.: 08-46-25-00-00002.0020

**EASEMENT PURCHASE AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Seaboard Coast Line Railroad Company, a Virginia corporation, n/k/a CSX Transportation, Inc., whose address is c/o Rachel E. Geiersbach, 500 Water Street, Jacksonville, Florida 32202, 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 perpetual easement located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, for the construction and maintenance of a Sidewalk Easement.

- a) Owner will grant said easement to Purchaser for the sum of \$4,500.00; 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:**

Seaboard Coast Line Railroad Company, a  
Virginia Corporation, n/k/a CSX Transportation,  
Inc.

\_\_\_\_\_  
1st Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
(Please print or type name)

Its: \_\_\_\_\_  
(Please print or type title)

**ATTEST:**

**LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS**

CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman or Vice-Chairman

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Office of County Attorney

Lee County  
Public Works/County Lands Division  
Post Office Box 398  
Fort Myers, Florida 33902

Parcel: 209 A  
Project: Alico Road Widening No. 4030  
Strap No.: 08-46-25-00-00002.0020

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**GRANT OF PERPETUAL  
NON EXCLUSIVE RIGHT-OF-WAY EASEMENT  
FOR BIKEPATH/SIDEWALK**

This **INDENTURE**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Seaboard Coast Line Railroad Company, a Virginia corporation, n/k/a CSX Transportation, Inc., whose address is c/o Rachel E. Geiersbach, 500 Water Street, Jacksonville, FL 32202, 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 33902-0398, hereinafter referred to as "County":

**WITNESSETH:**

1. For good and valuable consideration, which is hereby acknowledged, Grantor hereby transfers to the County a perpetual non-exclusive public right-of-way easement for a bikepath/sidewalk situated in Lee County, Florida, located and described as set forth in Exhibit "A" attached hereto.

2. The County is hereby granted the right to construct, replace, renew, extend and maintain a public bikepath/sidewalk and appurtenant drainage system.

3. This right-of-way easement does not limit the construction of the bikepath/sidewalk to a particular type, style, material or design.

4. Title to the improvements constructed hereunder will remain in the County.

5. The County will be responsible for maintenance of the bikepath/sidewalk facility.

6. Grantors covenant that they are lawfully seized and possessed of the property described in Exhibit "A", and have lawful right to convey this non-exclusive easement subject to existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and

**Exhibit "A"**

Grant of Perpetual Right-of-Way Easement  
for Bikepath/Sidewalk  
Page 2

cable television lines. Grantor will not place any interfering landscape material in the easement. Also, the Grantor will prevent the creation of obstructions or conditions which are or may become dangerous to the public within the easement.

7. The County will have a reasonable right of access for the purposes of reaching the described easement on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within that easement will be restored by the County to the condition in which it existed prior to the damage.

8. **THIS AGREEMENT** shall be binding upon the parties hereto, their successors and assigns.

9. Grantor, by signing this easement grant, and Grantee, by accepting this easement grant, agree to abide by the terms and conditions contained herein.

**IN WITNESS WHEREOF**, \_\_\_\_\_, Grantor has caused this document to be signed on the date first above written.  
Grant of Perpetual Right-of-Way Easement  
for Bikepath/Sidewalk

\_\_\_\_\_  
1<sup>st</sup> Witness Signature

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

Seaboard Coast Line Railroad Co.,  
A Virginia Corporation, n/k/a  
CXS Transportation, Inc.

By: \_\_\_\_\_

\_\_\_\_\_  
(Please type or print name)

Its: \_\_\_\_\_  
(Please type or print title)

# Exhibit "A"

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 identification)

as identification.

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

(INDIVIDUAL)

- POB POINT OF BEGINNING
- S&R SET FROM ROAD W/ CAP LB 1772
- S&P SET FROM ROAD W/ CAP LB 1772
- SRK SET FROM ROAD W/ CAP LB 1772
- EOP EDGE OF PAVEMENT
- ME ALTERED END
- ROF ROUND CORRUGATED PIPE
- UTS UNITS
- WEP WOODEN POWER POLE

**LEGEND**



950 Enclave Way  
Naples, Florida 34110  
Phone: (841) 254-2000  
Florida Certificate of  
Authorization No. 1772

NOT VALID WITHOUT  
THE SIGNATURE AND  
SEAL OF A FLORIDA  
LICENSED SURVEYOR  
AND MAPPER.

**BOUNDARY SURVEY**  
OF A PORTION OF  
SECTION 8,  
TOWNSHIP 46 SOUTH, RANGE 25 EAST

PERSON NO.	DESCRIPTION	DATE
BEN	DATE 8/02	SECTION 8
DATE	SECTION	PROJECT NO.
8/02	46	97.051
DATE	SECTION	TOWNSHIP
8/02	46	46
DATE	SECTION	RANGE
8/02	46	25
DATE	SECTION	TOWNSHIP
8/02	46	46
DATE	SECTION	RANGE
8/02	46	25

BY   
THOMAS J. GARBIS  
HOLE MONTESS, INC.  
CERTIFICATION OF AUTHORIZATION LB #1772  
P.L.S. #3741  
STATE OF FLORIDA

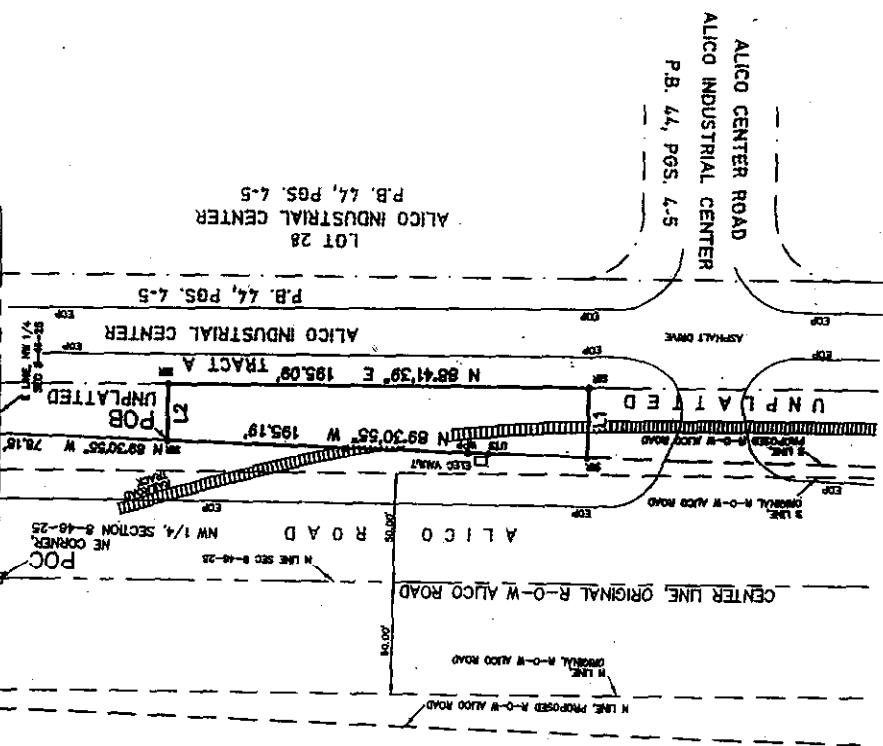
I HEREBY CERTIFY THAT THIS SKETCH OR THE HERETOIN DESCRIBED PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 8/12/02. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 61017-4, F.A.C.

CERTIFIED TO: LEE COUNTY DEPARTMENT OF TRANSPORTATION  
THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

PROPERTY AREA: 5593.6 SQUARE FEET, MORE OR LESS  
RAILROAD TRACKS ARE LOCATED OVER A PORTION OF THIS PROPERTY AS SHOWN.  
BEARINGS REFER TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING S.0122'28"E.

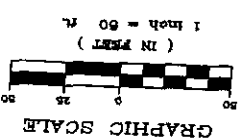
NOTES:  
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.  
BEARINGS REFER TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING S.0122'28"E.

A PORTION OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.0122'28"E, ALONG THE EAST LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 648.81 FEET; THENCE RUN N.69'30'55"W, FOR A DISTANCE OF 78.18 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HERETOIN DESCRIBED; THENCE CONTINUE N.69'30'55"W, FOR A DISTANCE OF 195.18 FEET; THENCE RUN S.0122'28"E, FOR A DISTANCE OF 31.72 FEET TO A POINT ON THE NORTHERLY BOUNDARY OF TRACT "A", OF ALCO INDUSTRIAL CENTER ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 44 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.82'41'38"E, ALONG THE NORTHERLY BOUNDARY OF SAID TRACT "A", FOR A DISTANCE OF 185.08 FEET; THENCE RUN N.0128'19"W, FOR A DISTANCE OF 25.82 FEET TO THE POINT OF BEGINNING, CONTAINING 5593.6 SQUARE FEET, MORE OR LESS.



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 01°18'19" E	31.72
L2	N 01°18'19" W	25.82



*Parcel 209-A*

**Exhibit "A"**

Parcel: 209B & C  
Project: Alico Road Widening, Project No. 4030  
STRAP No.: 08-46-25-00-00002.0020

**EASEMENT PURCHASE AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Seaboard Coast Line Railroad Company, a Virginia corporation, n/k/a CSX Transportation, Inc., whose address is c/o Rachel E. Geiersbach, 500 Water Street, Jacksonville, Florida 32202, 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 perpetual easement located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, for the construction and maintenance of a Right of Way Easement.

- a) Owner will grant said easement to Purchaser for the sum of \$7,000.00; 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:**

Seaboard Coast Line Railroad Company, a Virginia Corporation, n/k/a CSX Transportation, Inc.

\_\_\_\_\_  
1st Witness Signature

By: \_\_\_\_\_

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
(Please print or type name)

Its: \_\_\_\_\_  
(Please print or type title)

**ATTEST:**

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

CHARLIE GREEN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Chairman or Vice-Chairman

APPROVED AS TO LEGAL FORM

\_\_\_\_\_  
Office of County Attorney

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

## Exhibit "A"

Parcel: 209B & C  
Project: Alico Road Widening Project, No. 4030  
STRAP No.: 08-46-25-00-00002.0020

### GRANT OF PERPETUAL

### RIGHT-OF-WAY EASEMENT

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between Seaboard Coast Line Railroad Company, a Virginia Corporation, n/k/a CSX Transportation, Inc., Owner, whose address is c/o Rachel E. Geiersbach hereinafter "Grantor", and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 hereinafter "Grantee":

#### WITNESSETH:

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public right-of-way easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. Grantee, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a public roadway and/or attendant drainage system, together with, but not limited to, swales, culverts, manholes and appurtenances, to be located on, under, across, and through the easement which is located on the property described in Exhibit "A", with the additional right, privilege and authority to remove, replace, repair and enlarge said system within the easement.



## Exhibit "A"

3. The right-of-way easement will not limit the particular type of drainage necessary for said roadway, nor will it limit the placement of improvements within the easement to a particular type, style, material or design. The Grantor will not construct any structures within said easement, nor will any foliage be placed in said easement. 4 .

4. Title to the improvements constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns.

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantor covenant that they are lawfully seized and possessed of the described real property in Exhibit "A", have good and lawful right and power to convey this interest, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantor, its heirs, successors or assigns, will indemnify and hold the Grantee harmless for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds or any other structures subsequently constructed by Grantor in violation of paragraph 3. within the above easement, which results from the required activities of the Grantee for any construction, maintenance or repairs to the rights-of-way located within the above-described easement.

7. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement in Exhibit "A" on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the Grant of Perpetual Right-of-Way Easement construction, maintenance, or repairs located within the above-described easement will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, \_\_\_\_\_,  
OWNER, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

Seaboard Coast Line Railroad Company  
A Virginia Corporation, k/n/a CSX  
Transportation, Inc.

\_\_\_\_\_  
1st Witness Signature

By: \_\_\_\_\_  
GRANTOR

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
(Please print or type name)

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

Its: \_\_\_\_\_  
(Please print or type title)

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

**Exhibit "A"**

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

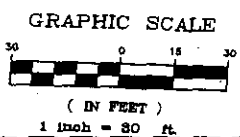
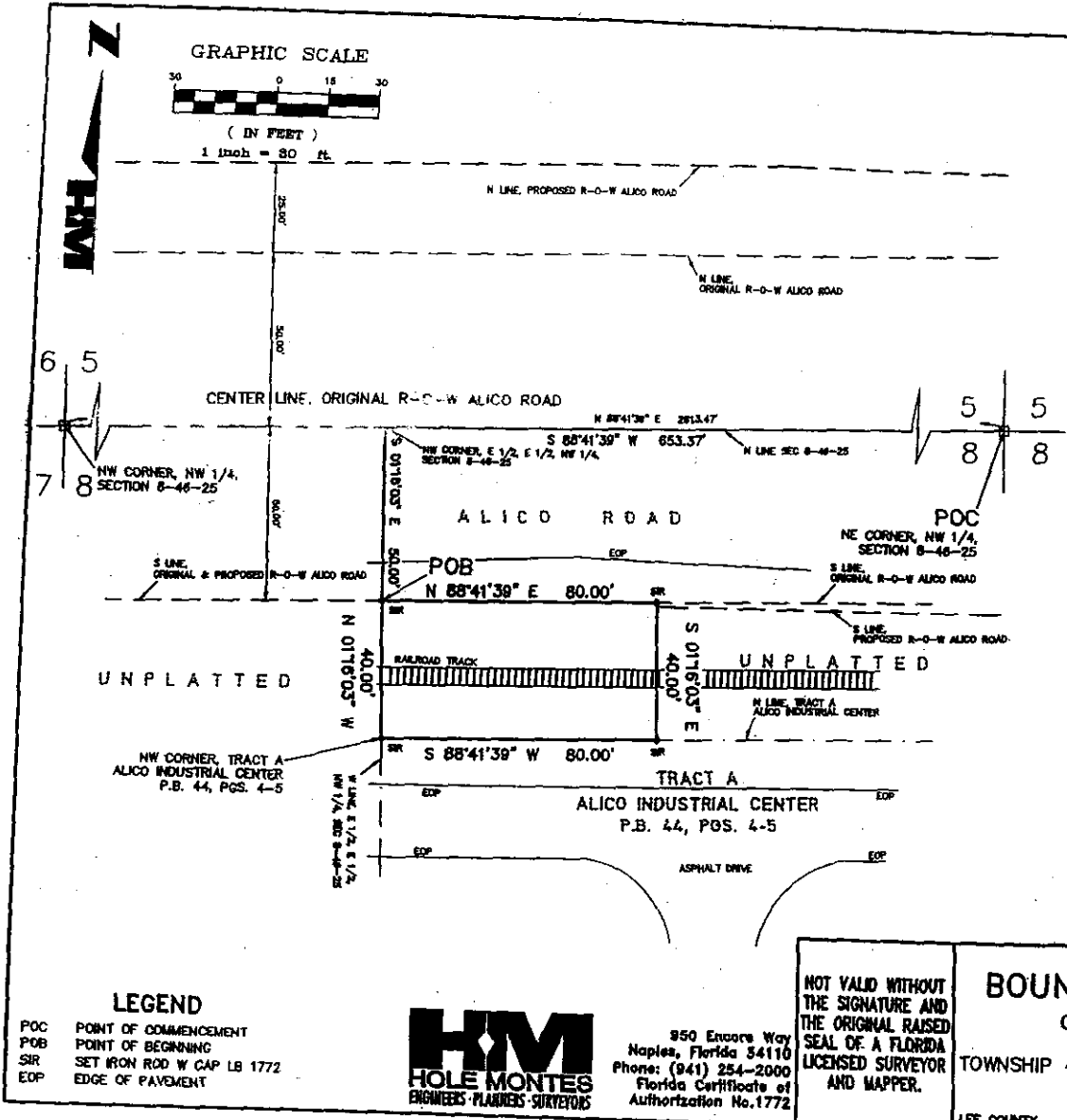
The foregoing instrument was acknowledged before me this \_\_\_\_  
 day of \_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_  
 (name of person acknowledged)

He/she is personally known to me or who has produced \_\_\_\_\_  
 \_\_\_\_\_ (type of  
 \_\_\_\_\_ as identification.  
 identification)

\_\_\_\_\_  
 (Signature of Notary Public)

\_\_\_\_\_  
 (Name typed, printed or stamped)  
 (Title or Rank)  
 (Serial Number, if any)

Exhibit "A"



Parcel 209-B

LEGAL DESCRIPTION

A PORTION OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S. 88°41'39" W., ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 653.37 FEET TO THE NORTHWEST CORNER OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE RUN S. 01°16'03" E., ALONG THE WEST LINE OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 50.00 FEET TO A POINT 50.00 FEET SOUTHERLY OF SAID SECTION 8, THE SAME BEING A POINT ON THE ORIGINAL SOUTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, A RIGHT-OF-WAY OF VARIABLE WIDTH, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N. 88°41'39" E., PARALLEL WITH SAID SECTION 8, THE SAME BEING A POINT ON THE ORIGINAL SOUTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, FOR A DISTANCE OF 80.00 FEET; THENCE RUN S. 01°16'03" E. FOR A DISTANCE OF 40.00 FEET TO A POINT ON THE NORTH LINE OF TRACT "A" OF ALICO INDUSTRIAL CENTER ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 44 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S. 88°41'39" W., ALONG THE NORTH LINE OF SAID TRACT "A", FOR A DISTANCE OF 80.00 FEET TO A POINT ON THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8; THENCE RUN N. 01°16'03" W., ALONG THE WEST LINE OF THE EAST HALF OF THE EAST HALF OF THE NORTHWEST QUARTER OF SAID SECTION 8, FOR A DISTANCE OF 40.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3200.0 SQUARE FEET, MORE OR LESS.

NOTES:

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD. BEARINGS REFER TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING S. 88°41'39" W. THE RAILROAD TRACKS ARE LOCATED OVER A PORTION OF THIS PROPERTY AS SHOWN. PROPERTY AREA: 3200.0 SQUARE FEET, MORE OR LESS. THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

CERTIFIED TO: LEE COUNTY DEPARTMENT OF TRANSPORTATION

I HEREBY CERTIFY THAT THIS SKETCH OF THE HEREIN DESCRIBED PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 8/23/02. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 61G17-8, F.A.C.

HOLE MONTES, INC.  
 CERTIFICATION OF AUTHORIZATION LB #1772

BY *Thomas J. Garris*  
 THOMAS J. GARRIS

P.L.S. #3741  
 STATE OF FLORIDA

- LEGEND**
- POC POINT OF COMMENCEMENT
  - POB POINT OF BEGINNING
  - SIR SET IRON ROD W CAP LB 1772
  - EOP EDGE OF PAVEMENT



950 Encore Way  
 Naples, Florida 34110  
 Phone: (941) 254-2000  
 Florida Certificate of  
 Authorization No. 1772

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

**BOUNDARY SURVEY**

OF A PORTION OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST

LEE COUNTY

FLORIDA

REVISION No.	DESCRIPTION	DATE
REVISIONS		
DRAWN BY:	DATE 8/02	SECTION 8
BEN	P.L. 857	TOWNSHIP 46
CHECKED BY:	PAGE 25-41	RANGE 25
TJO	REFERENCE P04	B-3946

Exhibit "A"

- LEGEND**
- POB POINT OF BEGINNING
  - SIR SET R/W ROAD W CAP LB 1772
  - SCP SET PK MAIL AND DISC LB 1772
  - EOP EDGE OF PAVEMENT
  - ME INTERFERED END
  - RCP ROUND CORRUPTED PIPE
  - UTS UNITED TELEPHONE SERVICE
  - WPP WOODEN POWER POLE



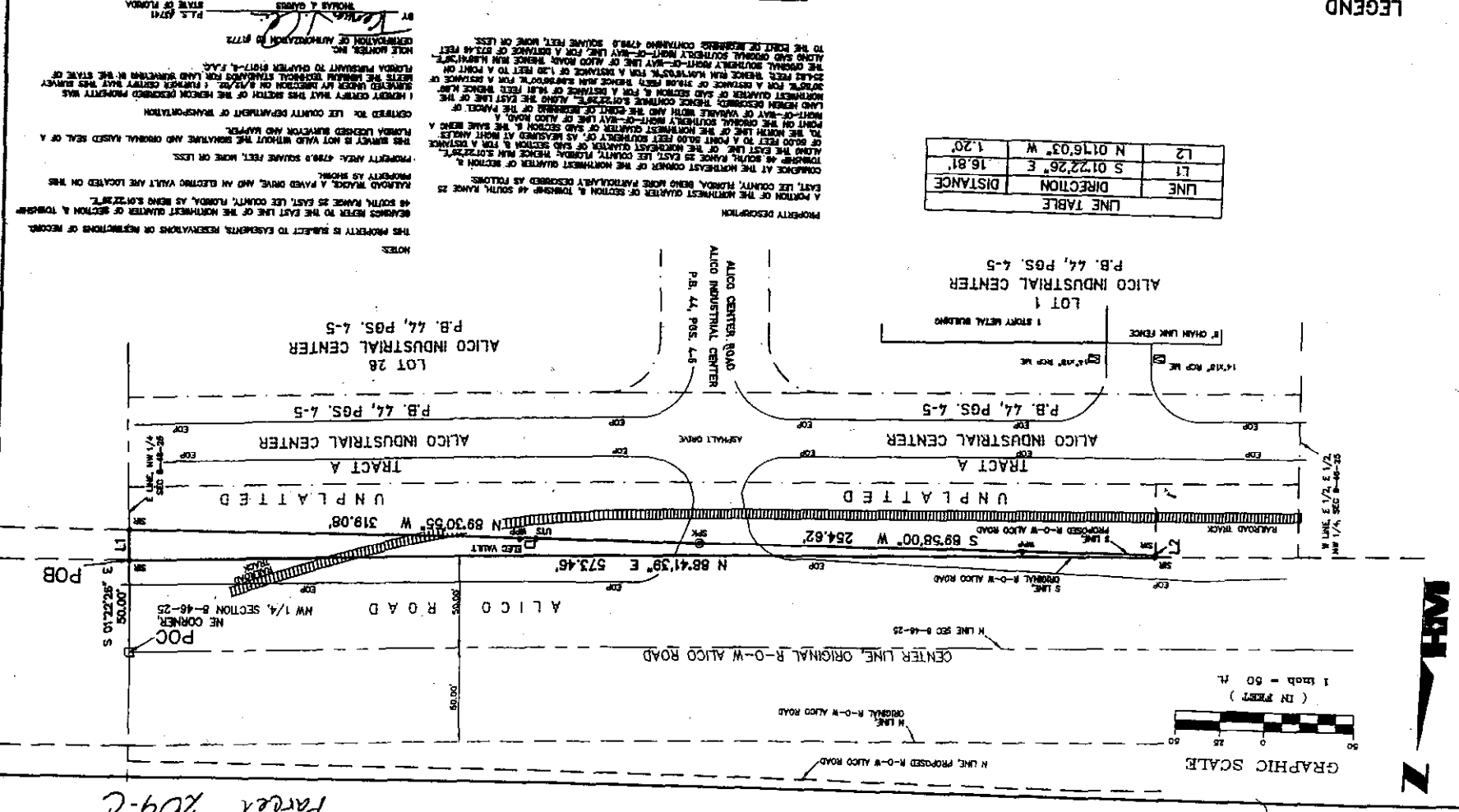
550 Encarna Way  
Naples, Florida 34110  
Phone: (841) 254-2000  
Florida Certificate of  
Authorization No. 1772

**BOUNDARY SURVEY**  
OF A PORTION OF  
SECTION 8,  
TOWNSHIP 46 SOUTH, RANGE 25 EAST  
LEE COUNTY  
FLORIDA

SECTION NO.	DESCRIPTION	DATE
8	SECTION 8	9/02
PROJECT NO.	TOWNSHIP	46
97.051	RANGE	25
8-3849	PLAT	25-41
	DATE	25

**LINE TABLE**

LINE	DIRECTION	DISTANCE
L2	N 01°16'03" W	1.20'
L1	S 01°22'26" E	16.81'



**NOTES:**

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR EXCEPTIONS OF RECORD. BEARINGS REFER TO THE EAST LINE OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING E-012226".

ALSO, RANGE 25 EAST, LEE COUNTY, FLORIDA, AS BEING E-012226".

PROPERTY AREA: 4798.8 SQUARE FEET, MORE OR LESS.

THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED SURVEYOR AND MAPPER.

CENTERED TO: LEE COUNTY DEPARTMENT OF TRANSPORTATION.

I HEREBY CERTIFY THAT THIS SECTION OF THE HEREIN DESCRIBED PROPERTY WAS SURVEYED UNDER MY PERSONAL SUPERVISION FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 817-4, F.S.A.

NOTE: HOLE MONTE, INC. DENYATION OF AUTHORIZATION NO. 1772

BY: *[Signature]* P.L.S. 4/27/11

STATE OF FLORIDA

**NOT VALID WITHOUT THE SIGNATURE AND SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.**

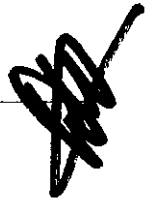
Parcel 209-C

**Second Updated In House Title Search**

Search No. 21397/D  
Date: March 14, 2000  
Parcel: 209  
Project: Alico Road Six Laning,  
#4030

To: Robert G. Clemens  
Acquisition Program Manager

From: David M. White, CLS  
Real Estate Title Examiner



STRAP: 08-46-25-00-00002.0020

A second update has been requested of In House Title Search No. 21739/D which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through February 24, 2000 at 5:00 p.m.

**Subject Property:** A 40 foot strip of land lying in the East Half (E 1/2) of the East Half ( E 1/2) of the Northwest Quarter (NW 1/4) lying immediately South of and adjacent to the Alico Road right of way, all being in Section 8, Township 46 south, Range 25, East, Lee County, Florida

AND

A portion of the Northwest Quarter of Section 8, Township 46 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commence at the Northeast corner of the Northwest quarter of Section 8, Township 46 South, Range 25 East, Lee County, Florida; thence run S. 01°22'26" E., along the East line of the Northwest quarter of said Section 8, for a distance of 66.82 feet; thence run N.89°30'55" W. for a distance of 78.18 feet to the Point of Beginning of the parcel of land herein described; thence continue N.89°30'55" W. for a distance of 195.19 feet; thence run S.01°18'19" E. for a distance of 31.72 feet to a point on the Northerly boundary of tract A of Alico Industrial Center according to the plat thereof recorded in plat book 44 at pages 4 and 5 of the public records of Lee County, Florida; thence run N.88°41'39" E., along the Northerly boundary of said tract A, for a distance of 195.09 feet; thence run N.01°18'19" W. for a distance of 25.62 feet to the Point of Beginning.

Title to the subject property is vested in the following:

**Florida Rock Industries, Inc.**

By that certain instrument dated February 23, 1973, recorded September 6, 1973, in Official Record Book 988, Page 575, Public Records of Lee County, Florida.

**Second Updated In House Title Search**

Search No. 21397/D

Date: March 14, 2000

Parcel: 209

Project: Alico Road Six Laning,  
#4030

**Subject to:**

1. Agreement dated April 9, 1973, recorded June 8, 1973 in Official Record Book 953, Page 679, Public Records of Lee County, Florida.

**Tax Status:** 1999 Ad Valorem Taxes are PAID IN FULL.

*(The end user of this report is responsible for verifying tax and/or assessment information.)*

**The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.**

*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*



20 December 2002



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

Attention: Mr. Robert Clemens

RE: Job #110213 - Summary Appraisal of Parcel 209, A, B and C on  
Alico Road Six Laning, #4030

Dear Mr. Clemens:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 3 December 2002. 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 work 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 is intended to comply with 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. I have complied with the Appraisal Standards of Professional Appraisal Practice, Competency Rule. I certify 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 just compensation due the property owner as a result of a partial acquisition. Just compensation is a combination of any land/improvement taken plus any legal compensable severance damages. Just compensation is best determined by estimating the market value. 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.

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

The subject property is appraised as of 3 December 2002, the date of the last inspection of the property. A detailed on-site inspection was made on that date by David C. Vaughan, MAI.

Lee County Division of County Lands  
Page Three  
20 December 2002

Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the just compensation due the property owner, as of 3 December 2002, is:

PARCEL 209A  
FOUR THOUSAND FOUR HUNDRED FIVE DOLLARS . . . . . (\$4,405)

PARCEL 209B  
TWO THOUSAND FIVE HUNDRED TWENTY DOLLARS . . . . . (\$2,520)

PARCEL 209C  
THREE THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS . . . . . (\$3,779)

Sincerely,



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

EXECUTIVE SUMMARY

PROJECT NAME: Alico Road Widening

PROJECT NUMBER: #4030

LOCATION: On the north side of Alico Road between I-75 and U.S. 41

LAND AREA: Parcel A - 5,593 s.f., Parcel B - 3,200 s.f., and Parcel C - 4,799 s.f.

IMPROVEMENTS: None

LAND USE: Industrial Development

HIGHEST AND BEST USE: Industrial Development

ESTIMATE OF VALUE - COST APPROACH: N/A

ESTIMATE OF VALUE - MARKET APPROACH: Parcel 209A \$4,405  
Parcel 209B \$2,520  
Parcel 209C \$3,779

ESTIMATE OF VALUE - INCOME APPROACH: N/A

JUST COMPENSATION DUE THE OWNER: Parcel 209A \$4,405  
Parcel 209B \$2,520  
Parcel 209C \$3,779

INTEREST APPRAISED: Fee Simple

DATE OF VALUATION: 3 December 2002

APPRAISER: Mr. David C. Vaughan, MAI

# 5-Year Sales History

Parcel No. 209

Alico Road Six Laning, Project No. 4030

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N
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**NO SALE IN THE LAST FIVE YEARS**