

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

**Blue Sheet No. 20030173**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the Division of County Lands to make a binding offer to the property owners in the amount of \$7,000.00 for Parcel 300 and \$3,000.00 for Parcel 300-A, Alico Road Widening, from west 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:** 06  
**COMMISSION DISTRICT #:** 4      *CLK*

**3. MEETING DATE:**  
*03-11-2003*

**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*  
C. DIVISION *County Lands*  
BY: *Karen L. W. Forsyth, Director* *KLW*

**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 west of I-75 to east of Old US 41, Project No. 4030.

This acquisition consists of a strip parcel of ±10 feet in width (Fee) and a drainage easement of ±3,093.7 sq. ft. (Strap Number 08-46-25-53-00000.0010). The area of Parcel 300 is 1,656.1 sq. ft. and Parcel 300-A is ±3,093.7 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 15, 2002, performed by David Vaughan, MAI, indicating a value of \$5,796.00 for Parcel 300 (fee) and \$2,707.00 for Parcel 300-A. The binding offer to the property owners, Charles and Nancy Sargent is \$7,000.00 for Parcel 300 and \$3,000 for Parcel 300-A. 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 \$1,204.00 (Parcel 300) and \$293.00 (Parcel 300-A) 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 20403018804.506110  
20 - Capital Projects  
4030 - Alico Road Widening  
18804 - 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>BAD 3/11/03 PWT</i>	<i>John J. Deussen 2-17-03</i>	OA	OM	RISK	GC	<i>[Signature]</i>
					<i>ebw 2/18/03</i>	<i>afw 2/18/03</i>	<i>wg 2/18/03</i>	<i>M 2/18/03</i>	

**10. COMMISSION ACTION:**  
 APPROVED  
 DENIED  
 DEFERRED  
 OTHER

**Rec. by CoAtty**  
Date: *2/17/03*  
Time: *1:55 pm*  
Forwarded To: *ADMIN 2/18/03 4:52*

RECEIVED BY  
COUNTY ADMIN. *EW*  
*2-18-03*  
*9:50*  
COUNTY ADMIN. NEEDED TO: *BH*  
*2/18 5:40*

This document prepared by  
Lee County Public Works  
County Lands Division  
Project: Alico Road Six Laning, No. 4030  
Parcel: 300  
STRAP Nos.: 08-46-25-53-00000.0010

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this \_\_ day of \_\_\_\_\_, 20\_\_ by and between Charles L. Sargent and Nancy Sargent, husband and wife, hereinafter referred to as SELLER, whose address is 17030 Alico Center Road, Fort Myers, Florida 33912, 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 1,656.1 square feet more or less, and located near the intersection of Alico Center Road, in South Fort Myers, Florida, 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 Alico Road Six Laning Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Seven Thousand and 00/100 dollars (\$7,000.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$7,000.00, 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) 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) 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:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Charles L. Sargent (DATE)

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Nancy Sargent (DATE)

\_\_\_\_\_  
Printed Name

CHARLIE GREEN, CLERK

BUYER:  
LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

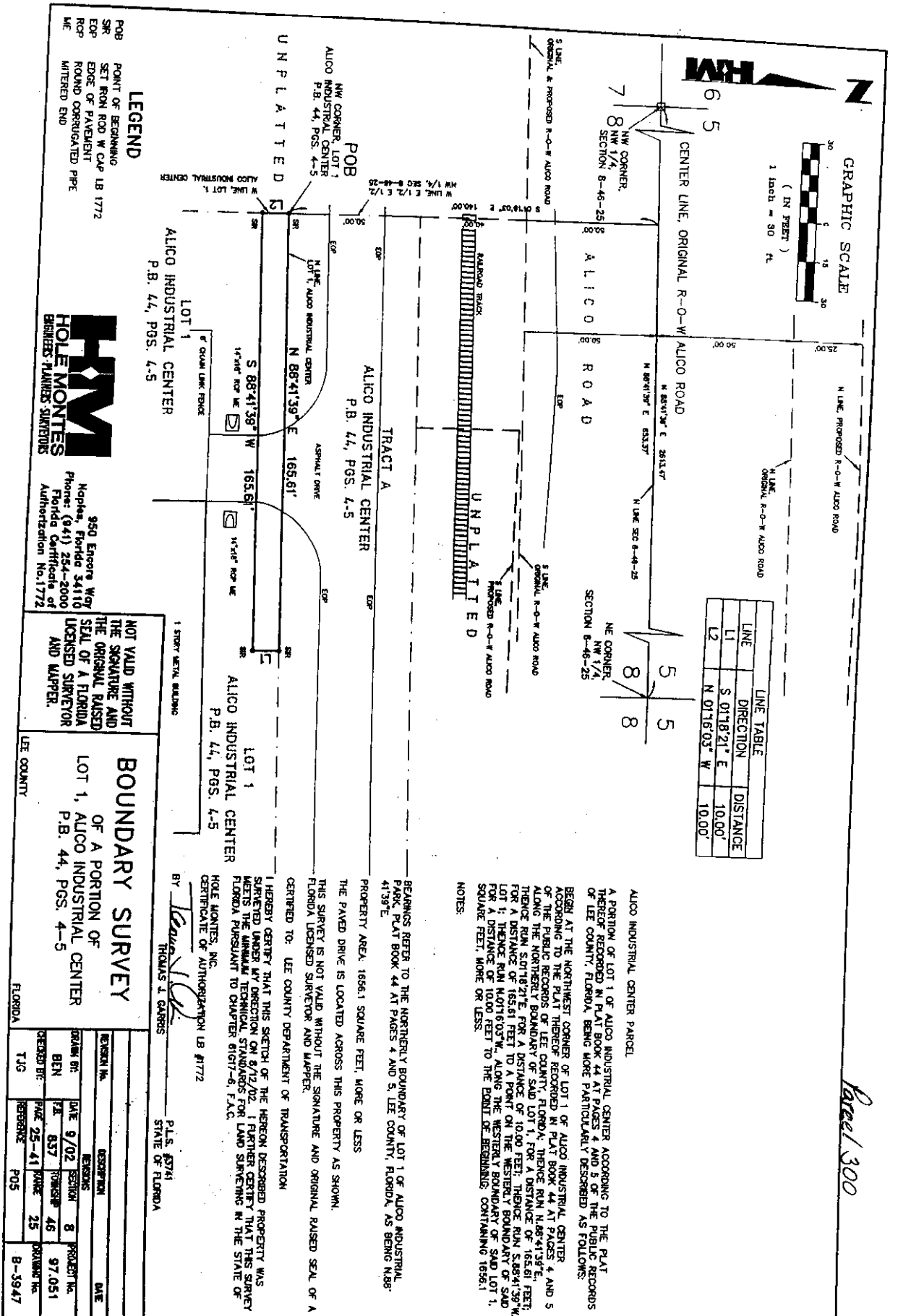
BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

# Exhibit "A"



Parcel 300

ALICO INDUSTRIAL CENTER PARCEL  
A PORTION OF LOT 1 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1 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 NORTHWEST BOUNDARY OF SAID LOT 1, FOR A DISTANCE OF 165.61 FEET; THENCE RUN S. 01°18'21"E FOR A DISTANCE OF 10.00 FEET; THENCE RUN S. 88°41'39"W, LOT 1; THENCE RUN N. 01°16'03"W, ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING CONTAINING 1656.1 SQUARE FEET, MORE OR LESS.

NOTES:

BEARINGS REFER TO THE NORTHERLY BOUNDARY OF LOT 1 OF ALICO INDUSTRIAL CENTER PLAT BOOK 44 AT PAGES 4 AND 5, LEE COUNTY, FLORIDA, AS BEING N. 88°41'39"E.

PROPERTY AREA: 1656.1 SQUARE FEET, MORE OR LESS.

THE PAVED DRIVE IS LOCATED ACROSS THIS PROPERTY AS SHOWN.

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 HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY DIRECTION ON 9/12/02. I FURTHER CERTIFY THAT THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA PURSUANT TO CHAPTER 61G17-6, F.A.C.

HOLEMONTES, INC.  
CERTIFICATE OF AUTHORIZATION LB #1772

BY: *Thomas J. Garros*  
THOMAS J. GARROS  
P.L.S. #3741  
STATE OF FLORIDA

REVISION NO.	REVISION	DATE
BEN	DATE 9/02 SECTION 8 PROJECT NO. 97 051	
CHKD BY: PAZ 25-41	DATE 9/25/02	
CHKD BY: TJC	DATE 9/25/02	

Parcel: 300-A  
Project: Alico Road Widening, Project No. 4030  
STRAP No.: 08-46-25-53-00000.0010

**EASEMENT PURCHASE AGREEMENT**

This Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, by and between Charles L. Sargent and Nancy Sargent, husband and wife, whose address is 17030 Alico Center Road, Fort Myers, Florida 33912, 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 Perpetual Stormwater Drainage Easement.

- a) Owner will grant said easement to Purchaser for the sum of \$3,000.00; 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:**

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

\_\_\_\_\_  
Charles L. Sargent (Date)

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Nancy Sargent (Date)

\_\_\_\_\_  
Print Name

**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



# Exhibit "A"

This Instrument Prepared by:  
COUNTY LANDS DIVISION  
P.O. Box 398  
Fort Myers, FL 33902-0398  
Parcel: 300-A  
Project: Alico Road Widening, Project No. 4030  
Strap No.: 08-46-25-53-00000.0010

THIS SPACE FOR RECORDING

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## PERPETUAL STORMWATER DRAINAGE EASEMENT

This easement grant is made between Charles L. Sargent and Nancy Sargent, husband and wife, owner whose address is 17030 Alico Center Road, Fort Myers, Florida 33912 (Grantor) and LEE COUNTY, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, Florida 33902-0398 (Grantee) as follows:

1. In consideration of the sum of one dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to Grantee, its successors and assigns, a drainage easement in, over and across that portion of Grantor's property legally described in Exhibit "A".
2. Grantee has the right and authority to construct and maintain stormwater drainage facilities, including the installation of pipe, within the easement area in accordance with appropriate permits issued for construction and maintenance.
3. Grantee also has the right and authority to remove or trim any roots, trees or other vegetation or structures, including fencing, within the easement area in order to properly install the stormwater drainage facilities.
4. Grantor may use the easement area for landscaping (except trees), walkway, drainage or similar uses, provided no structures, such as sheds, carports, garages or other buildings, are constructed within the easement area.
5. Title to any drainage facilities constructed in the easement area will remain in the Grantee, its successors or assigns.
6. Grantor warrants that subject to any existing public roadway or utility easements, Grantor is in lawful possession of the subject property free and clear of all liens and encumbrances, except those recorded in the public records, and has the right and power to convey this easement.

# Exhibit "A"

7. This easement runs with the land and is binding on Grantor and Grantor's successors and assigns.

Dated: \_\_\_\_\_, 20\_\_

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

\_\_\_\_\_  
Charles L. Sargent, Grantor (Date)

\_\_\_\_\_  
Printed Name of 1st Witness

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

\_\_\_\_\_  
Nancy Sargent, Grantor (Date)

\_\_\_\_\_  
Printed Name of 2nd Witness

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by Charles L. Sargent and Nancy Sargent  
(name of person acknowledged)

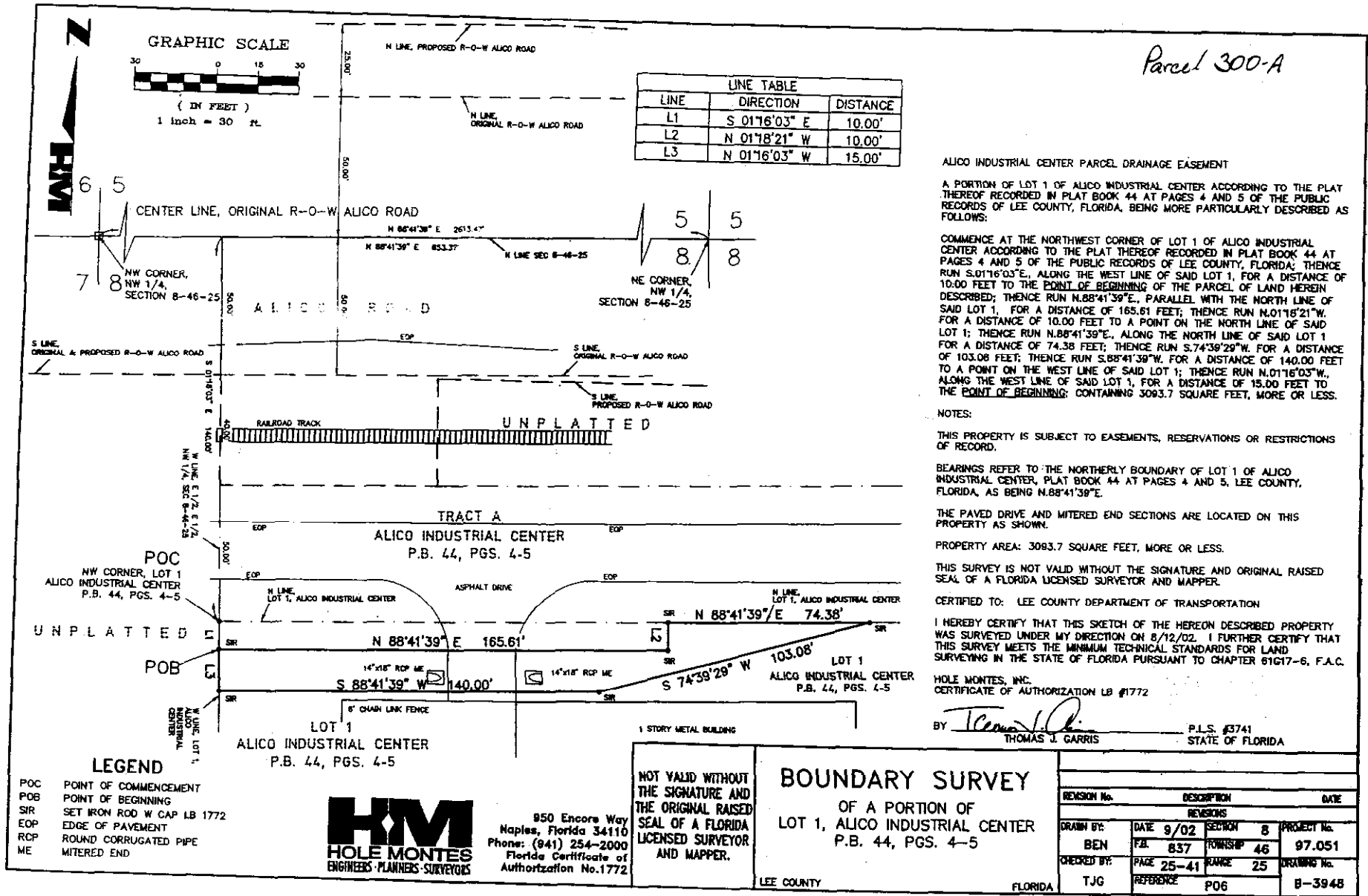
who is personally known to me or who has produced \_\_\_\_\_  
(type of identification)  
as identification.

SEAL

\_\_\_\_\_  
Signature of Notary Public

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

Exhibit "A"



**Division of County Lands**

**2nd Updated In House Title Search**

Search No. 21466B


Date: November 15, 2002

Parcel: 300

Project: Alico Road Widening

Project 4030

To: Robert G. Clemens, SR/WA  
Acquisition Program Manager

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

STRAP: 08-46-25-53-00000.0010

An update has been requested of In House Title Search No. 21466/B which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through November 6, 2002, at 5:00 p.m.

**Subject Property:** See attached Schedule "X"

Title to the subject property is vested in the following:

***Charles L. Sargent and Nancy Sargent, husband and wife.***

by that certain instrument dated May 31, 1996, recorded July 12, 1996, in Official Record Book 2724, Page 2215, Public Records of Lee County, Florida.

**Subject to:**

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Easement, dated April 9, 1973, recorded June 8, 1973 in Official Record Book 953, Page 642, Public Records of Lee County, Florida.
3. Cross Easement Agreement, dated May 5, 1982, recorded August 30, 1982 in Official Record Book 1628, Page 2111, Public Records of Lee County, Florida.
4. Development Standards Resolution, dated April 18, 1988, recorded May 18, 1988 in Official Record Book 1990, Page 931, Public Records of Lee County, Florida.
5. Deed of Restrictions for Alico Industrial Center, dated July 6, 1989, recorded July 25, 1989 in Official Record Book 2085, Page 4223, Public Records of Lee County, Florida.
6. A ten foot (10') Public Utility Easement is reserved along the street side of all lots. A six foot (6') Public Utility Easement is reserved along the side and rear lot lines of each lot or building site as recited on Plat.

**Division of County Lands****2nd Updated In House Title Search**

Search No. 21466B

Date: November 15, 2002

Parcel: 300

Project: Alico Road Widening

Project 4030

7. Sixty-five foot (65') Drainage Easement along the Westerly lot line as shown on the Plat.
8. Uniform Commercial Code - Financing Statement recorded July 23, 1996 in Official Record Book 2728, Page 1824, Public Records of Lee County, Florida.
9. Mortgage executed by Charles L. Sargent and Nancy L. Sargent in favor of First of America Bank - Florida, F.S.B., dated July 9, 1996, recorded August 7, 1996 in Official Record Book 2733, Page 2287, Public Records of Lee County, Florida. Said mortgage being modified by Notice of Future Advance, recorded in Official Record Book 3310, Page 590, Public Records of Lee County, Florida.
10. Assignment of Leases and/or Rents between Charles L. Sargent and Nancy L. Sargent and First of America Bank-Florida, F.S.B., recorded August 7, 1996 in Official Record Book 2733, Page 2297, filed in the Public Records of Lee County, Florida.
11. Notice of Development Order, recorded August 8, 1996 in Official Record Book 2734, Page 367, Public Records of Lee County, Florida.
12. Assignment of Leases, Rents, Profits and Contracts, between Charles L. Sargent and Nancy Sargent and South Trust Bank, recorded in Official Record Book 3310, Page 594, Public Records of Lee County, Florida.
13. Financing Statement between Charles L. Sargent and Nancy Sargent and South Trust Bank, recorded in Official Record Book 3310, Page 602, Public Records of Lee County, Florida.

**NOTE:** There is an area shown on the Plat of Alico Industrial Center, which lies North of Lots 1 and 28 and South of the 40 foot (40') strip of land owned by the railroad, shown to be Tract "A". The dedication on the Plat recites that this Tract "A" area is dedicated to the public.

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL, 2002 taxes are now due and payable.  
(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.**

**STAFF REVIEW**

2-7-03

**Date**

JAN 23 2003

COUNTY LANDS

SUMMARY APPRAISAL REPORT

OF  
PARCEL 300  
ON ALICO ROAD SIX LANEING  
#4030

FOR  
LEE COUNTY DIVISION OF COUNTY LANDS

JANUARY 2003

*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*



22 January 2003



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

Attention: Mr. Robert Clemens

RE: Job #120205 - Summary Appraisal of Parcel 300 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 15 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 15 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.

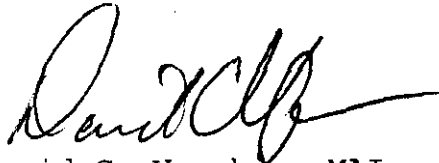


Lee County Division of County Lands  
Page Three  
22 January 2003

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 15 December 2002, is:

**PARCEL 300**  
**EIGHT THOUSAND FIVE HUNDRED THREE DOLLARS. . . . . (\$8,503)**

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: 76,281.23 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: \$8,503

ESTIMATE OF VALUE - INCOME APPROACH: N/A

JUST COMPENSATION DUE THE OWNER: \$8,503

INTEREST APPRAISED: Fee Simple/Drainage Easement

DATE OF VALUATION: 15 December 2002

APPRAISER: Mr. David C. Vaughan, MAI

LAND VALUATION ANALYSIS (Continued)

MARKET VALUE BEFORE THE TAKING: The preceding sales were used in estimating the market value of the parent tract "as vacant" before the taking. In considering the preceding sales, it is my opinion that the market value of the parent tract is \$3.50 per square foot. Multiplying this unit of value by the size of the parent tract, I obtain the following value estimate:

**PARENT TRACT**

$$76,281.23 \text{ s.f.} \times \$3.50 \text{ p.s.f.} = \$266,984$$

MARKET VALUE OF PART TAKEN: In this instance, there are two separate takes for Parcel 300. Take No. 1 consists of a drainage easement containing a total of 3,093.7 square feet. A portion of this property is already utilized for drainage while the remaining part of this property sits within the set back requirement area. Accordingly, when the county is taking it for a drainage easement, it can still be utilized as set back area and therefore, the county is in reality gaining only a portion of the bundle of rights. Therefore, it is my opinion that the county is gaining approximately 25% of the land owners interest. Therefore, the market value of the part taken of the drainage easement is as follows:

**Portion 1**

$$3,093.7 \text{ s.f.} \times \$3.50 \text{ p.s.f.} = \$10,828 \times .25 \text{ (\% of bundle of rights in county's interest)} = \$2,707$$

LAND VALUATION ANALYSIS (Continued)

In addition, the county is taking 1,656.1 square feet in fee simple. I estimate this to have a value of \$3.50 per square foot and therefore, the market value of this part taken is as follows:

**Portion 2**

$$1,656.1 \text{ s.f.} \times \$3.50 \text{ p.s.f.} = \$5,796$$

There are no improvements in the acquisition area that are being taken. Therefore, the total market value of the part taken is as follows:

Portion 1	\$2,707
Portion 2	<u>\$5,796</u>
Market Value of Part Taken	\$8,503

REMAINDER VALUE BEFORE THE TAKING: The remainder value before the taking is the arithmetic difference between the before value of \$266,984 and the part taken value of \$8,503. The remainder value before the taking is therefore \$258,481.

REMAINDER VALUE AFTER THE TAKING: The remainder value after the taking requires a reanalysis of the remainder tract in light of the proposed acquisition. In this instance, the remainder tract will function in a similar manner as the before tract. The partial taking is considered to have no affect on the remainder tract.

# 5-Year Sales History

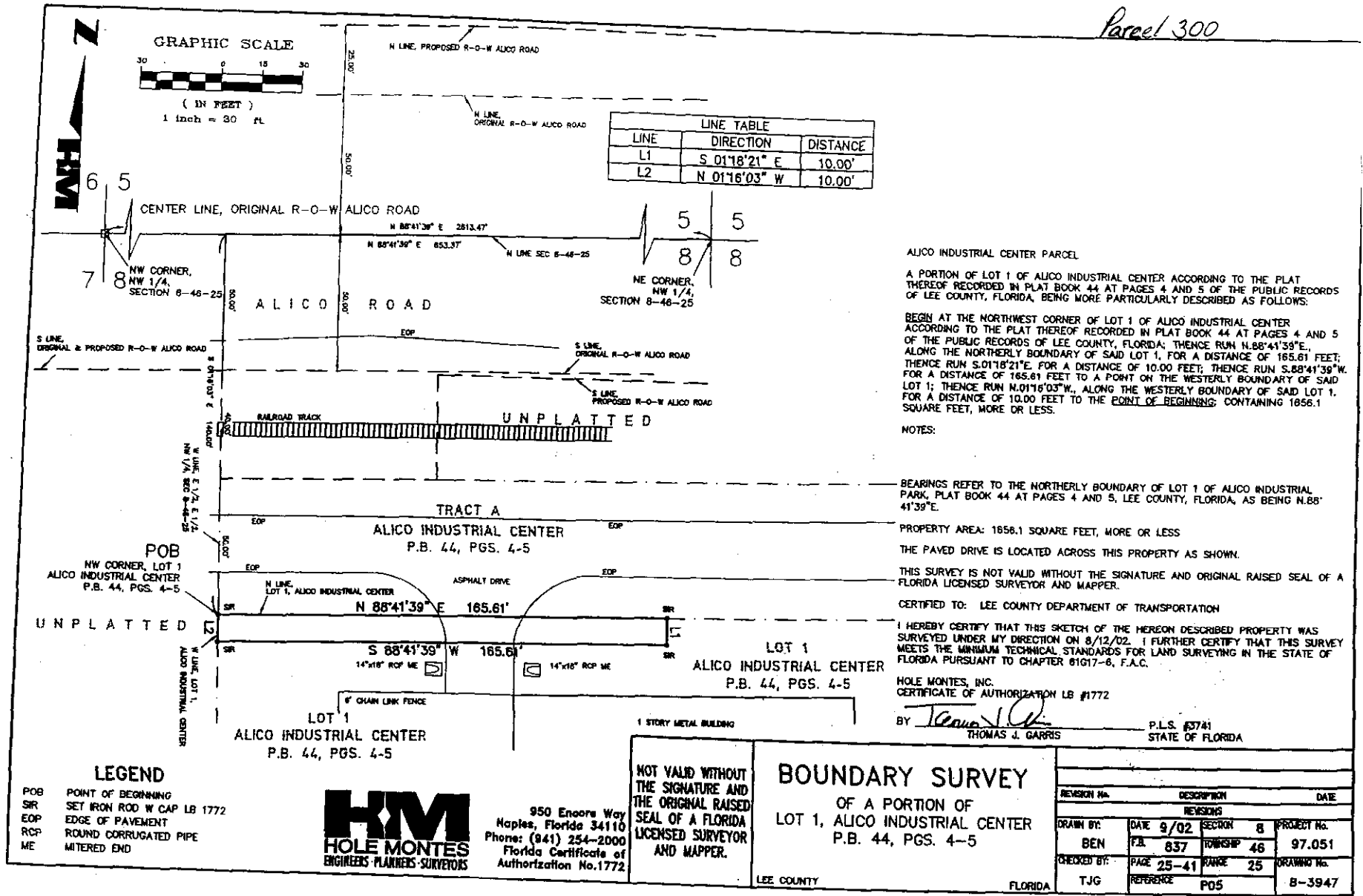
Parcel No. 300 & 300-A

**Ailco Road Widening, No. 4030**

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N

**No Sales in the last 5 years**

Parcel 300



LINE	DIRECTION	DISTANCE
L1	S 01°18'21" E	10.00'
L2	N 01°16'03" W	10.00'

ALICO INDUSTRIAL CENTER PARCEL

A PORTION OF LOT 1 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, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 1 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 LOT 1, FOR A DISTANCE OF 165.61 FEET; THENCE RUN S.01°18'21"E, FOR A DISTANCE OF 10.00 FEET; THENCE RUN S.88°41'39"W, FOR A DISTANCE OF 165.61 FEET TO A POINT ON THE WESTERLY BOUNDARY OF SAID LOT 1; THENCE RUN N.01°16'03"W, ALONG THE WESTERLY BOUNDARY OF SAID LOT 1, FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING; CONTAINING 1656.1 SQUARE FEET, MORE OR LESS.

NOTES:

BEARINGS REFER TO THE NORTHERLY BOUNDARY OF LOT 1 OF ALICO INDUSTRIAL PARK, PLAT BOOK 44 AT PAGES 4 AND 5, LEE COUNTY, FLORIDA, AS BEING N.88°41'39"E.

PROPERTY AREA: 1656.1 SQUARE FEET, MORE OR LESS

THE PAVED DRIVE IS LOCATED ACROSS THIS PROPERTY AS SHOWN.

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 HEREON 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 61G17-6, F.A.C.

HOLE MONTES, INC.  
CERTIFICATE OF AUTHORIZATION LB #1772

BY *Thomas J. Garris*  
THOMAS J. GARRIS  
P.L.S. #3741  
STATE OF FLORIDA

**LEGEND**

POB POINT OF BEGINNING  
SIR SET IRON ROD W CAP LB 1772  
EOP EDGE OF PAVEMENT  
RCP ROUND CORRUGATED PIPE  
ME MITERED END

**H.M.**  
HOLE MONTES  
ENGINEERS-PLANNERS-SURVEYORS

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.

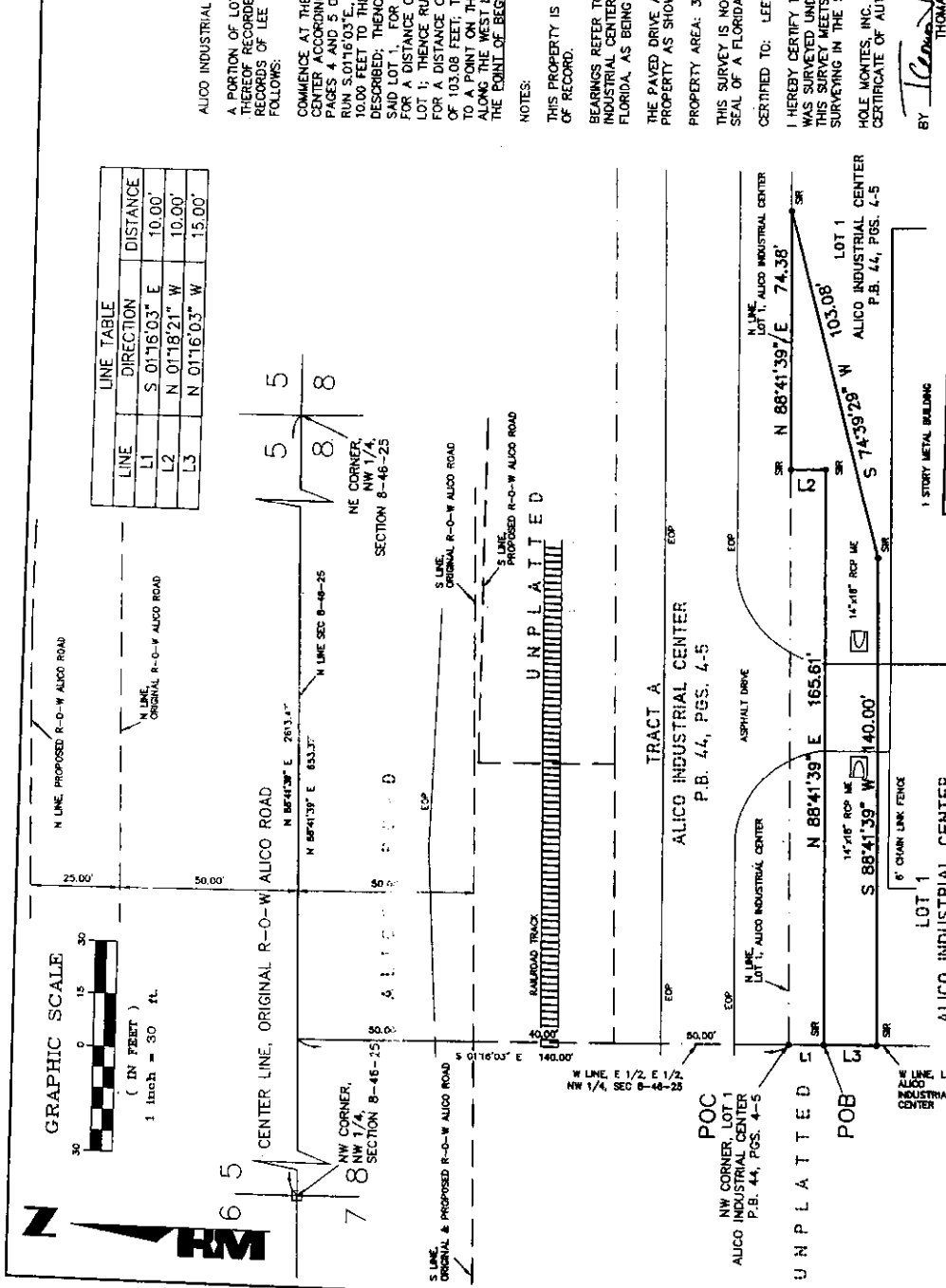
**BOUNDARY SURVEY**

OF A PORTION OF  
LOT 1, ALICO INDUSTRIAL CENTER  
P.B. 44, PGS. 4-5

REVISION No.	DESCRIPTION	DATE
DRAWN BY:	DATE 9/02	SECTION 8
BEN	P.L. 837	ROWNSHIP 46
CHECKED BY:	PAGE 25-41	RANGE 25
T.J.G.	REFERENCE	POS
		PROJECT No. 97.051
		DRAWING No. B-3947

LEE COUNTY FLORIDA

Parcel 300-A



LINE	DIRECTION	DISTANCE
L1	S 01°16'03" E	10.00'
L2	N 01°18'21" W	10.00'
L3	N 01°16'03" W	15.00'

ALUCO INDUSTRIAL CENTER PARCEL DRAINAGE EASEMENT  
 A PORTION OF LOT 1 OF ALUCO INDUSTRIAL CENTER ACCORDING TO THE PLAT HEREOF RECORDED IN PLAT BOOK 44 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF LOT 1 OF ALUCO INDUSTRIAL CENTER ACCORDING TO THE PLAT HEREOF RECORDED IN PLAT BOOK 44 AT PAGES 4 AND 5 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN S.01°16'03"E. ALONG THE WEST LINE OF SAID LOT 1, FOR A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN N.88°41'39"E. PARALLEL WITH THE NORTH LINE OF SAID LOT 1, FOR A DISTANCE OF 165.61 FEET; THENCE RUN N.01°18'21"W. FOR A DISTANCE OF 10.00 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 1; THENCE RUN N.88°41'39"E. ALONG THE NORTH LINE OF SAID LOT 1 FOR A DISTANCE OF 74.38 FEET; THENCE RUN S.74°39'29"W. FOR A DISTANCE OF 103.08 FEET; THENCE RUN S.88°41'39"W. FOR A DISTANCE OF 140.00 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1; THENCE RUN N.01°16'03"W. ALONG THE WEST LINE OF SAID LOT 1 FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING; CONTAINING 3093.7 SQUARE FEET, MORE OR LESS.

NOTES:  
 THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE NORTHERLY BOUNDARY OF LOT 1 OF ALUCO INDUSTRIAL CENTER, PLAT BOOK 44 AT PAGES 4 AND 5, LEE COUNTY, FLORIDA, AS BEING N.88°41'39"E.

THE PAVED DRIVE AND MITERED END SECTIONS ARE LOCATED ON THIS PROPERTY AS SHOWN.  
 PROPERTY AREA: 3093.7 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 HEREON 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 61G17-6, F.A.C. HOLE MONTES, INC. CERTIFICATE OF AUTHORIZATION LB #1772

BY: *Thomas J. Garriss*  
 THOMAS J. GARRISS P.L.S. #3741  
 STATE OF FLORIDA

REVISION No.	DESCRIPTION	DATE
1	REVISIONS	
2	REVISIONS	
3	REVISIONS	
4	REVISIONS	
5	REVISIONS	
6	REVISIONS	
7	REVISIONS	
8	REVISIONS	
9	REVISIONS	
10	REVISIONS	

**BOUNDARY SURVEY**  
 OF A PORTION OF  
 LOT 1, ALUCO INDUSTRIAL CENTER  
 P.B. 44, PGS. 4-5

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

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



**LEGEND**

POC	POINT OF COMMENCEMENT
POB	POINT OF BEGINNING
SR	SET IRON ROD W CAP LB 1772
EQ	EDGE OF PAVEMENT
RCP	ROUND CORRUGATED PIPE
ME	MITERED END