

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

Blue Sheet No. 20031279

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Freeman parcel, Three Oaks Widening Project No. 4081, in the amount of \$2,773,000; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 5 *C6A*

3. MEETING DATE: *11-18-2003*

4. AGENDA:

CONSENT
 ADMINISTRATIVE
 APPEALS
 PUBLIC
 WALK ON
 TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

STATUTE 125
 ORDINANCE
 ADMIN. CODE
 OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
 B. DEPARTMENT Independent
 C. DIVISION County Lands *PL 10-23-03*
 BY: Karen L. W. Forsyth, Director *KLF*

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, vacant property within the Villages of San Carlos DRI

Property Details:

Owner: Paul H. Freeman, Trustee
Address: Three Oaks Parkway, north of Corkscrew Road
STRAP No.: 15-46-25-00-00005.1000, 15-46-25-00-00005.1050, 22-46-25-00-01001.0000 and 23-46-25-00-00001.2000

Purchase Details:

Purchase Price: \$2,773,000
Costs to Close: Approximately \$40,000 (the Seller is responsible for attorney fees and real estate broker fees, if any).

Appraisal Information:

Company: W. Michael Maxwell and Associates, Inc.

Staff Recommendation: County staff recommends the Board approve the Requested Motion.

Account: 20408118804.506110

Attachments: Purchase Agreement; Affidavit of Interest in Real Property; Title Data; Appraisal Data; Location Map; 5-Year 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
					OA	OM	Risk	GC	
<i>K. Forsyth</i>			<i>10/27/03</i> <i>PLS</i>	<i>John J. ...</i> <i>10-27-03</i>	<i>10/27/03</i>	<i>10/27/03</i>	<i>10/27/03</i>	<i>10/27/03</i>	<i>HS</i> 10/21/03

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: 10-24-03
 Time: 4:30 PM
 Forwarded To:
 Co. Adm.
 10/27/03 9AM

RECEIVED BY
 COUNTY ADMIN: *EW*
 10/27/03
 10:50 AM SER
 COUNTY ADMIN
 FORWARDED TO: *HS*
 10/27/03



**W. MICHAEL MAXWELL
& ASSOCIATES, INC.**
APPRAISERS - CONSULTANTS

ASSOCIATE APPRAISERS

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

2550 First Street
Fort Myers, Florida 33901
(239)-337-0555
(239)-337-3747 - FAX

William E. McInnis
State-Certified General Appraiser
Certification 0002232

GERALD A. HENDRY, MAI
State-Certified General Appraiser
Certification 0002245

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

Timothy D. Rieckhoff
State-Certified General Appraiser
Certification 0002261

Jonathan P. Jaboor
State-Reg. Assist. R.E. Appraiser
RI-0008853

9 July 2003

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

Attn: Mr. Robert G. Clemens
Acquisition Program Manager

Re: Limited scope appraisal of Parent Tract containing 143.64± acres (vacant) and the Take Area containing 23.19± acres (vacant) lying in southern Lee County, STRAP #15-46-25-00-00005.1000; 15-46-25-00-00005.1050; 22-46-25-00-01001.0000; and 23-46-25-00-00001.2000 in Lee County, Florida, property owned by Paul H. Freeman et al. Three Oaks Parkway widening, Project No. 4081, STA #40

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis have been made of the above property, which is legally described in the attached limited scope appraisal presented in a summary report format, for the purposes of estimating the value of the Parent Tract and proposed Take Area as if free and clear of liens, mortgages, encumbrances and/or encroachments except as amended in the body of this report. This appraisal report is a limited scope assignment as it is only analyzing the estimated value of the Parent Tract and proposed Take Area. The appraisers have been asked not to estimate the just compensation due the property owner, which would involve the; value of the remainder as part of the whole, value of the Parent Tract after the take, estimation of severance damages, and the just compensation due the owner. It should also be noted, the Parent Tract was previously appraised by our firm for the client on 16 March 2002. For the purposes of the original appraisal report only the fee simple value of the entire Parent Tract was analyzed.

The most appropriate way to analyze the Parent Tract and Take Area is by estimating the market value. Market value for this purpose is understood to be the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

As per the Uniform Standards of Professional Appraisal Practice (USPAP), the appraisers are given three report writing options. These options include a self-contained report format, summary report, or restricted use report. A summary report format has been requested and will be used for this assignment. The only difference between the self-contained appraisal report and the summary appraisal report is the level of detail of presentation. In this appraisal, only the Sales Comparison Approach to Value is being utilized as the subject property is vacant land. The Cost and Income Approaches to Value do not apply in this situation.

Based on an aerial as well as on-site inspection, the appraisers observed wetland type properties associated with the subject site. In addition, the Future Comprehensive Land Use Plan indicates the site has a total of 30.83% contained in wetlands. As the appraisers are not experts in ascertaining if there are any environmental concerns associated with this property, including wetlands, this appraisal report is subject to an environmental audit. Furthermore, this appraisal report is subject to a survey and legal description providing exact acreage, both unencumbered and encumbered, associated with the Parent Tract. The appraisers have relied upon information obtained from the Lee County Zoning Department in regards to the most current Amendment to the "Villages of San Carlos" Development of Regional Impact (DRI), Development Order Resolution Number Z-91-083. This appraisal report is subject to clarification as to the exact number of allowable residential units that are permitted for the subject property. In addition, this appraisal report is subject to a Land Planner's Study of the property as well as an analysis of Before and After the Take. This is a limited scope assignment and it does not analyze the just compensation due the owner, only the Parent Tract and Part Taken.

By reason of our investigation and analysis, data contained in this report, and our experience in the real estate appraisal business, it is our opinion the market values of the Parent Tract and Part Taken as of 27 June 2003, are:

Parent Tract:

FOURTEEN MILLION EIGHT HUNDRED FIFTY THOUSAND DOLLARS.....(\$14,850,000.00)*
*(Allocated \$13,768,443 to the real estate and \$1,081,557 to School Impact Fee Credit Entitlement).

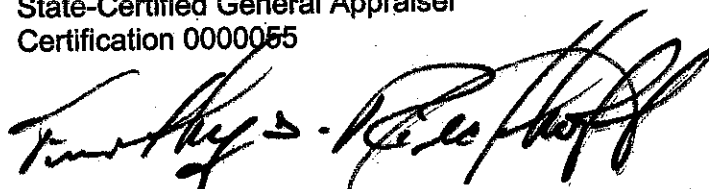
Take Area:

THREE MILLION EIGHTY THOUSAND DOLLARS.....(\$3,080,000.00)*
*(Allocated \$2,851,671 to the real estate and \$228,329 to School Impact Fee Credit Entitlement).

Respectfully submitted,



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



Timothy D. Rieckhoff, Associate Appraiser
State-Certified General Appraiser
Certification 0002261



W. MICHAEL MAXWELL, MAI, SRA
GERALD A. HENDRY, MAI

ESTIMATE OF VALUE:	<u>Parent Tract</u>	<u>Take Area</u>
COST APPROACH:	N/A	N/A
SALES COMPARISON APPROACH:	\$14,850,000*	\$3,080,000**
INCOME APPROACH:	N/A	N/A

FINAL MARKET VALUE ESTIMATE: \$14,850,000* \$3,080,000**

*Allocated \$13,768,443 to the real estate and \$1,081,557 to the School Impact Fee Entitlement

**Allocated \$2,851,671 to the real estate and \$228,329 to the School Impact Fee Entitlement

INTEREST APPRAISED: Fee Simple and Servient Estate.

DATE OF VALUATION: 27 June 2003

DATE OF REPORT: 9 July 2003

APPRAISERS: W. Michael Maxwell, MAI, SRA
Timothy D. Rieckhoff, Associate Appraiser

SPECIAL ASSUMPTIONS: This appraisal report is subject to a survey and legal description providing the exact acreage, both unencumbered and encumbered, associated with the Parent Tract. In addition, it is subject to an environmental audit ascertaining if there are any environmental concerns on, in, or in close proximity to the subject as well as ascertaining the total percentage of wetlands. Furthermore, the appraisers have relied upon information obtained from the Lee County Zoning Department in regards to the most current amendment to the "Villages of San Carlos" Development of Regional Impact (DRI), Development Order Resolution Number Z-91-083. This appraisal report is subject to clarification as to the exact number of allowable residential units that are permitted for the subject property. In addition, this appraisal report is subject to a Land Planner study of the property, and an analysis of Before and After the Take. **This is a limited scope assignment and it does not analyze the just compensation due the owner only the Parent Tract and the Part Taken.**

EXECUTIVE SUMMARY

OWNER OF RECORD:

Paul H. Freeman, c/o Alan C. Freeman; Paul H. Freeman, et al.; Paul H. Freeman; and Paul H. and Edith Freeman, Trustee, whose address is 13691 Pondview Circle, Naples, Florida 34119 (per the Public Records of Lee County, Florida).

SALES HISTORY:

The acquisition of the subject site occurred so long ago that it is not relevant in this analysis. The property is currently for sale. The appraisers interviewed the property owner and were informed the asking price was upwards to \$12,500 per low density lands and \$8,400 per unit for high density lands. This would equate out to \$14,209,100 for the entire Parent Tract.

LOCATION:

The east side of Three Oaks Parkway, immediately west of Interstate 75, approximately 1½ miles south of Alico Road and 1¾ miles north of Corkscrew Road in Sections 15, 22 and 23, Township 46 South, Range 25 East, Lee County, Florida.

LAND AREA:

As per the Lee County Property Appraiser's office, the Parent Tract contains 143.64 acres. This appraisal report is subject to a survey and legal description providing the exact acreage associated with the Parent Tract. In addition, the client provided a survey sketch prepared by AIM Engineering & Surveying, Inc. which indicates the proposed Take Area totals 23.19± acres of which 17.15± acres is unencumbered area and 6.04± acres is encumbered by a 60' wide drainage easement.

IMPROVEMENTS:

Perimeter fencing.

ZONING/LAND USE:

RPD, Residential Planned Development (82.2%) and CFPD, Community Facilities Planned Development (17.80%)/Urban Community (69.17%) and Wetlands (30.83%).

HIGHEST AND BEST USE:

Multi-Family Residential

This document prepared by
County Lands Division
Project: Three Oaks Parkway Widening, No. 4081
Parcel:
STRAP Nos.: Part of Sections 15, 22 & 23-46-25

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 October 2023 by and between Paul H. Freeman, Trustee, hereinafter referred to as SELLER, whose address is 19091 Tamiami Trail, SE, Fort Myers, Florida 33908, 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 23.19 acres more or less, and located along Three Oaks Parkway in South Fort Myers, Florida, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." The Property is being acquired for the Three Oaks Parkway Widening Project, hereinafter called "the Project", with the SELLER'S understanding that the Property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Million Seven Hundred Seventy-Three Thousand Dollars (\$2,773,000.00) inclusive of costs to amend the existing DRI applicable to the subject Property and the Villages of San Carlos DRI in which it is contained, 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

\$2,773,000.00, 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 in its then "as is" condition ~~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);
- (c) Title Policy.

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:** To the best of the SELLER'S knowledge the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. To the best of the SELLER'S knowledge there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the Property in violation of applicable law or regulation. 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.

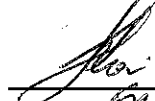
15. REAL ESTATE BROKERS: SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. POSSESSION: SELLER warrants that there are no parties in possession other than SELLER, or a cattle grazing lessee (which lease will be terminated prior to closing), unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

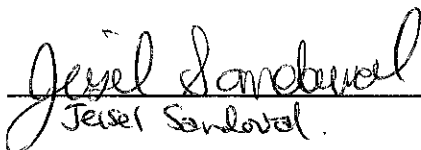
17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

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

WITNESSES:



Patricia K. Green

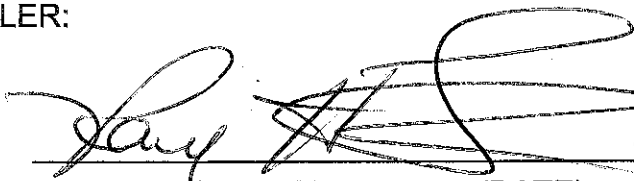


Jewel Sandoval

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:



Paul H. Freeman, Trustee (DATE) 10/14/03

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
CHAIRMAN OR VICE CHAIRMAN (DATE)

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

1. SELLER agrees to reduce the allowable number of developable units, by 383 high density multi-family units, within the Villages of San Carlos DRI (DRI), as part of the conveyance of the subject Property described in Exhibit "A." Additionally, the SELLER acknowledges and agrees to the reduction of 383 high density multi-family units and agrees not to pursue Lee County School impact fee credits for the aforesaid units.
2. BUYER agrees to accept for relocation up to 25 healthy gopher tortoises, which are approved by permitting agencies for relocation, including the cost of habitat, for tortoises within the DRI. The SELLER is responsible for locating the tortoises, and the cost and scheduling of the tortoises' health tests to verify whether or not they will be permitted to be relocated. The locating and testing of the tortoises by the SELLER must occur within 36 months of the closing of the subject Property. The BUYER will relocate the tortoises after approval by the permitting agencies and upon written request of SELLER, but in any event prior to the commencement of the Project.
3. The Buyer recognizes that the Property being acquired for the right of way is a part of the Villages of San Carlos DRI, which contains a master drainage system permitted by the South Florida Water Management District. BUYER agrees to maintain the permitted drainage flows, through the 60 foot drainage easement adjacent to and west of the I-75 right of way, upon the subject Property, and will not over burden the drainage system in a manner that will have the effect of reducing, diverting or diminishing the drainage system in any way which would adversely affect the drainage capabilities of properties located within the DRI. Additionally, the SELLER, and its successors in title, shall have the right to drain the DRI Property not acquired by the BUYER in a manner consistent with the master water management permit obtained from the South Florida Water Management District. SELLER, for itself and its successors and assigns, agrees to consent to allow Buyer to reconfigure that portion of the drainage easement necessary for roadway and sidewalk purposes lying within the 60 foot wide drainage easement area described in EXHIBIT "B", consistent with the construction requirements of the roadway Project and the drainage requirements for the properties lying within The Villages of San Carlos DRI.
4. BUYER agrees to allow SELLER, and or any successors in title or interest to the real Property adjacent to the subject Property, as described in EXHIBIT "A", the right to place a berm and/or landscaping, partially or wholly, within the western portion of the right of way that is not used for roadway, sidewalks, water collections, swales or drainage, along Three Oaks Parkway. However, prior to installation, these encroachments and the slope of the berm must be approved by the Lee County Department of Transportation. If, at a later time, the aforementioned area is needed for roadway improvement, sidewalks, paving, water collection, swales, drainage, or for any subsurface, surface or above surface roadway uses, BUYER may remove, without any obligation to correct, repair, replace or make payment for, that portion of the berm and/or landscaping within the right of way.
5. In reliance on the site plan designed by the SELLER and previously approved by Lee County, the SELLER has previously constructed a water line through the Property of SELLER connecting the property in the Villages of San Carlos DRI to the water line in the existing right of way for Three Oaks Parkway. BUYER, by acquiring the Property, has caused the SELLER to change the manner in which water service will be provided to the remaining Property of SELLER and to abandon the existing water line. BUYER agrees that a Public Utility Company may be granted a permit to install a water line along the newly acquired right of way of Three Oaks Parkway. The parties agree that there shall be no monetary compensation payable to SELLER for the costs associated with the construction, removal, or relocation of the existing water line.

WITNESSES:

SELLER:

Fatima Karim
FATIMA KARIM
Jessie Sandover
Jessie Sandover

Paul H. Freeman 10/14/03
Paul H. Freeman, Trustee (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"

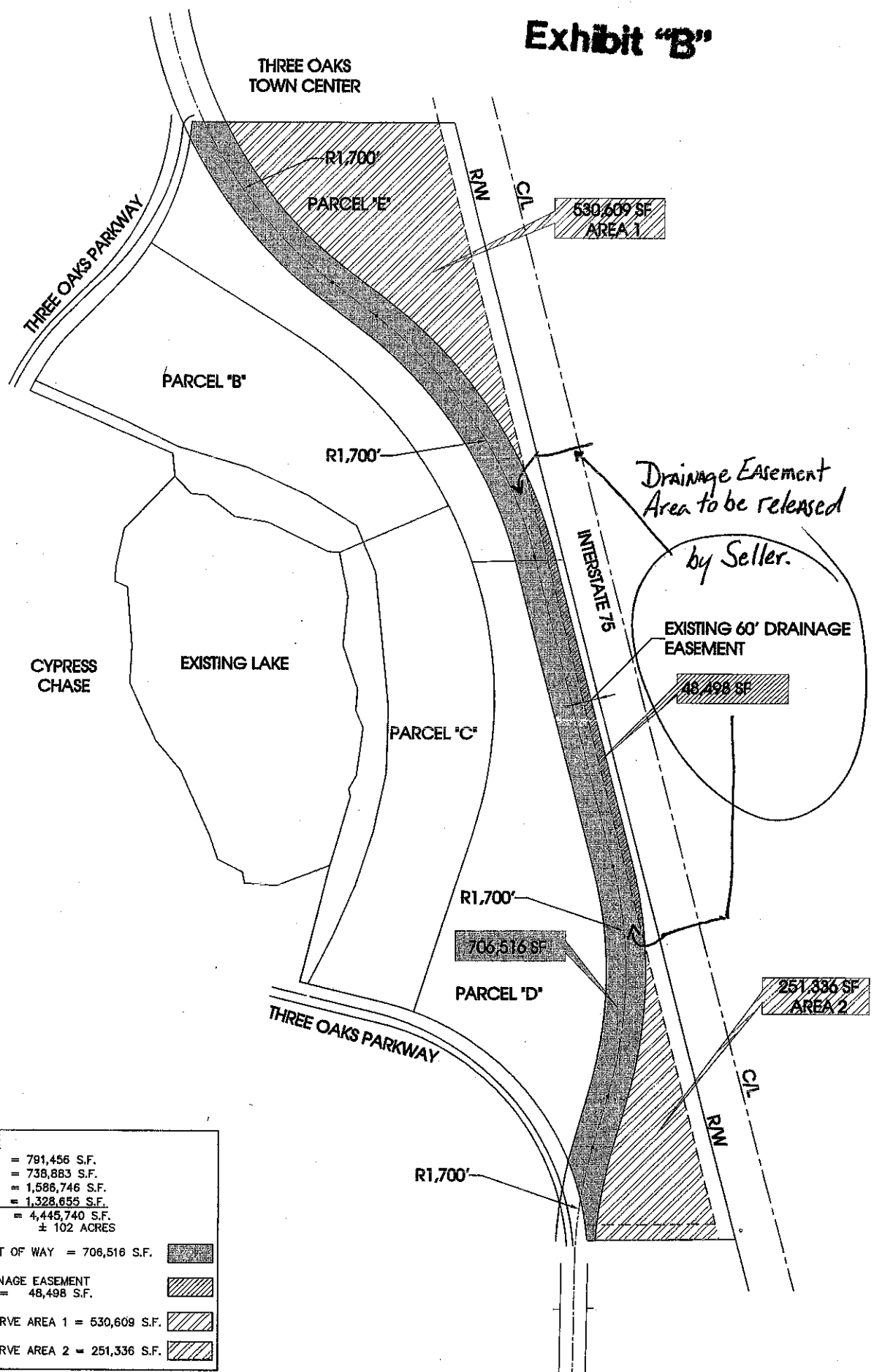
LEGAL DESCRIPTION

A parcel of land lying in Sections 14, 15, 22 and 23, Township 46 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 22, thence S 88°25'33"W, a distance of 105.25 feet to the Proposed Westerly Right of Way line of Three Oaks Parkway lying parallel with and 150.00 feet Westerly of as measured at right angles to the Westerly Right of Way line of Interstate 75 (I-75) and the POINT OF BEGINNING; thence Continue along the Proposed Westerly Right of Way line of Three Oaks Parkway the following 6 courses: 1) N 14°13'19"W, a distance of 226.32 feet to a point on a tangent curve concave Westerly; 2) thence along the arc of said curve to the left, having a radius of 1200.00 feet, a central angle of 44°35'13", the chord for which bears N 36°30'56"W, a chord distance of 910.44 feet, an arc distance of 933.83 feet to the end of said curve; 3) N 58°48'32"W, a distance of 200.62 feet to a point on a tangent curve concave Northeasterly; 4) thence along the arc of said curve to the right, having a radius of 1350.00 feet, a central angle of 26°05'26", the chord for which bears N 45°45'49"W, a chord distance of 609.45 feet, an arc distance of 614.74 feet to the end of said curve; 5) S 58°33'18"W, a distance of 71.99 feet to a point on a tangent curve concave Southeasterly; 6) thence along the arc of said curve to the left, having a radius of 470.00 feet, a central angle of 14°58'31", the chord for which bears S 57°04'03"W, a chord distance of 122.49 feet, an arc distance of 122.84 feet to the end of said curve being a point of cusp also being a point on the existing Easterly Right of Way line of Three Oaks Parkway (100' R/W per plat) said point also being a point on a nontangent curve concave Westerly; thence departing the Proposed Westerly Right of Way line of Three Oaks Parkway and along said existing Easterly Right of Way line of Three Oaks Parkway along the arc of said curve to the left, having a radius of 1030.00 feet, a central angle of 18°40'28", the chord for which bears N 14°02'03"E, a chord distance of 334.23 feet, an arc distance of 335.71 feet to the end of said curve; thence N 89°59'27"E departing said existing Easterly Right of Way line of Three Oaks Parkway, a distance of 129.95 feet to a point on a nontangent curve concave Northeasterly; thence along the Proposed Easterly Right of Way line of Three Oaks Parkway the following 4 courses: 1) thence along the arc of a curve to left, having a radius of 1200.00 feet, a central angle of 33°07'57", the chord for which bears S 42°14'34"E, a chord distance of 684.30 feet, an arc distance of 693.92 feet to the end of said curve; 2) S 58°48'32"E, a distance of 200.62 feet to a point on a tangent curve concave Southwesterly; 3) thence along the arc of a curve to right, having a radius of 1350.00 feet, a central angle of 09°59'09", the chord for which bears S 53°48'57"E, a chord distance of 234.99 feet, an arc distance of 235.29 feet to the end of said curve; 4) N 47°10'37"E, a distance of 290.09 feet to the Westerly Right of Way line of Interstate 75 (I-75); thence S 14°13'19"E, departing said proposed Easterly Right of Way line of Three Oaks Parkway and along said Westerly Right of Way line, a distance of 3912.42 feet to the South line of the Northwest Quarter (1/4) of Section 23; thence departing said Westerly Right of Way line of Interstate 75 (I-75), S 89°15'15"W along the South line of the Northwest Quarter of Section 23, a distance of 568.50 feet to a point lying on the existing Easterly Right of Way line of Three Oaks Parkway (100' R/W per plat) said point also being a point on a nontangent curve concave Westerly; thence along said existing Easterly Right of Way line of Three Oaks Parkway and along the arc of said curve to the left, having a radius of 1025.00 feet, a central angle of 19°21'52", the chord for which bears N 13°55'40"W, a chord distance of 344.78 feet, an arc distance of 346.43 feet to a point of cusp also being a point on a nontangent curve concave Northeasterly; thence departing said existing Easterly Right of Way line of Three Oaks Parkway and continuing along the Proposed Westerly Right of Way line of Three Oaks Parkway the following 4 courses: 1) thence continue along the arc of a curve to left, having a radius of 470.00 feet, a central angle of 21°15'12", the chord for which bears S 54°27'38"E, a chord distance of 173.34 feet, an arc distance of 174.34 feet to the end of said curve; 2) thence N 23°10'43"E, a distance of 69.78 feet to a point on a tangent curve concave Westerly; 3) thence along the arc of said curve to the left, having a radius of 1200.00 feet, a central angle of 37°24'02", the chord for which bears N 04°28'42"E, a chord distance of 769.48 feet, an arc distance of 783.32 feet to the end of said curve; 4) thence N 14°13'19"W, a distance of 1625.53 feet to the POINT OF BEGINNING.

Said parcel of land containing 23.19 acres, more or less

Exhibit "B"



LAND USE	
PARCEL "B"	= 791,456 S.F.
PARCEL "C"	= 738,883 S.F.
PARCEL "D"	= 1,586,746 S.F.
PARCEL "E"	= 1,328,655 S.F.
TOTAL AREA	= 4,445,740 S.F. ± 102 ACRES
FUTURE RIGHT OF WAY	= 706,516 S.F.
FUTURE DRAINAGE EASEMENT OVERLAP	= 48,498 S.F.
FUTURE RESERVE AREA 1	= 530,609 S.F.
FUTURE RESERVE AREA 2	= 251,336 S.F.

JOB NO. 03-0091
SHEET NO. 3

ALTERNATIVE ALIGNMENT FOR THREE OAKS PARKWAY
LEE COUNTY, FLORIDA
SEC. 15, T14N. 45, R10E. 25

DD DAVID DOUGLAS ASSOCIATES, INC.
ENGINEERS • CONTRACT ADMINISTRATORS • PLANNERS
2857 WEST FIRST STREET, FORT MYERS, FL 33901 PH: (813) 337-3330 FAX: (813) 337-1336
FLORIDA CERTIFICATE OF LICENSE 27965

OWNER/DEVELOPER
LEE COUNTY D.O.T.
2240 WEST FIRST STREET
FORT MYERS, FL 33902
PH: (813) 338-2882
DDA CONTACT: L. STEVEN HURLEY

NO.	DATE	DATE

STRAP: Part of Sections 15, 22 & 23-46-25
Project: Three Oaks Parkway Widening, No. 4081

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 14th day of October, 2003 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Paul H. Freeman, Trustee

19091 Tamaimi Trail, SE, Fort Myers, FL 33908

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Paul H. Freeman
2. Alan C. Freeman
3. Neil D. Freeman
4. _____
5. _____
6. _____

The real property to be conveyed to Lee County is known as: See EXHIBIT "A" attached hereto and made a part hereof

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Silvia Fernandez
Witness Signature

Silvia Fernandez
Printed Name

Jesiel Sandoval
Witness Signature

Jesiel Sandoval
Printed Name

Paul H. Freeman
Signature of Affiant

Paul H. Freeman
Printed Name

Affidavit of Interest in Real Property

STRAP: Part of Sections 15, 22 & 23-46-25
Project: Three Oaks Parkway Widening, No. 4081

STATE OF Florida

COUNTY OF Miami-Dade

SWORN TO AND SUBSCRIBED before me this 14th day of October, 2008 by Paul H Freeman
(name of person acknowledged)

(SEAL)

Silvia Fernandez
(Notary Signature) **SILVIA FERNANDEZ**
Commission # DD0205493
Expires 4/28/2007
Bonded through
(800-432-4254) Florida Notary Assn., Inc.
(Print, type or stamp name of Notary)

Personally known _____
OR Produced Identification _____
Type of Identification _____

Exhibit "A"

LEGAL DESCRIPTION

A parcel of land lying in Sections 14, 15, 22 and 23, Township 46 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the Northeast corner of said Section 22, thence S 88°25'33"W, a distance of 105.25 feet to the Proposed Westerly Right of Way line of Three Oaks Parkway lying parallel with and 150.00 feet Westerly of as measured at right angles to the Westerly Right of Way line of Interstate 75 (I-75) and the POINT OF BEGINNING; thence Continue along the Proposed Westerly Right of Way line of Three Oaks Parkway the following 6 courses: 1) N 14°13'19"W, a distance of 226.32 feet to a point on a tangent curve concave Westerly; 2) thence along the arc of said curve to the left, having a radius of 1200.00 feet, a central angle of 44°35'13", the chord for which bears N 36°30'56"W, a chord distance of 910.44 feet, an arc distance of 933.83 feet to the end of said curve; 3) N 58°48'32"W, a distance of 200.62 feet to a point on a tangent curve concave Northeasterly; 4) thence along the arc of said curve to the right, having a radius of 1350.00 feet, a central angle of 26°05'26", the chord for which bears N 45°45'49"W, a chord distance of 609.45 feet, an arc distance of 614.74 feet to the end of said curve; 5) S 58°33'18"W, a distance of 71.99 feet to a point on a tangent curve concave Southeasterly; 6) thence along the arc of said curve to the left, having a radius of 470.00 feet, a central angle of 14°58'31", the chord for which bears S 51°04'03"W, a chord distance of 122.49 feet, an arc distance of 122.84 feet to the end of said curve being a point of cusp also being a point on the existing Easterly Right of Way line of Three Oaks Parkway (100' R/W per plat) said point also being a point on a nontangent curve concave Westerly; thence departing the Proposed Westerly Right of Way line of Three Oaks Parkway and along said existing Easterly Right of Way line of Three Oaks Parkway along the arc of said curve to the left, having a radius of 1030.00 feet, a central angle of 18°40'28", the chord for which bears N 14°02'03" E, a chord distance of 334.23 feet, an arc distance of 335.71 feet to the end of said curve; thence N 89°59'27" E departing said existing Easterly Right of Way line of Three Oaks Parkway, a distance of 129.95 feet to a point on a nontangent curve concave Northeasterly; thence along the Proposed Easterly Right of Way line of Three Oaks Parkway the following 4 courses: 1) thence along the arc of a curve to left, having a radius of 1200.00 feet, a central angle of 33°07'57", the chord for which bears S 42°14'34" E, a chord distance of 684.30 feet, an arc distance of 693.92 feet to the end of said curve; 2) S 58°48'32" E, a distance of 200.62 feet to a point on a tangent curve concave Southwesterly; 3) thence along the arc of a curve to right, having a radius of 1350.00 feet, a central angle of 09°59'09", the chord for which bears S 53°48'57" E, a chord distance of 234.99 feet, an arc distance of 235.29 feet to the end of said curve; 4) W 41°03'37" E, a distance of 290.09 feet to the Westerly Right of Way line of Interstate 75 (I-75); thence S 14°13'19" E, departing said proposed Easterly Right of Way line of Three Oaks Parkway and along said Westerly Right of Way line, a distance of 3912.42 feet to the South line of the Northwest Quarter (1/4) of Section 23; thence departing said Westerly Right of Way line of Interstate 75 (I-75), S 89°15'15" W along the South line of the Northwest Quarter of Section 23, a distance of 568.50 feet to a point lying on the existing Easterly Right of Way line of Three Oaks Parkway (100' R/W per plat) said point also being a point on a nontangent curve concave Westerly; thence along said existing Easterly Right of Way line of Three Oaks Parkway and along the arc of said curve to the left, having a radius of 1025.00 feet, a central angle of 19°21'52", the chord for which bears N 13°55'40"W, a chord distance of 344.78 feet, an arc distance of 346.43 feet to a point of cusp also being a point on a nontangent curve concave Northeasterly; thence departing said existing Easterly Right of Way line of Three Oaks Parkway and continuing along the Proposed Westerly Right of Way line of Three Oaks Parkway the following 4 courses: 1) thence continue along the arc of a curve to left, having a radius of 470.00 feet, a central angle of 21°15'12", the chord for which bears S 54°27'38" E, a chord distance of 173.34 feet, an arc distance of 174.34 feet to the end of said curve; 2) thence N 23°10'43" E, a distance of 69.78 feet to a point on a tangent curve concave Westerly; 3) thence along the arc of said curve to the left, having a radius of 1200.00 feet, a central angle of 37°24'02", the chord for which bears N 04°28'42" E, a chord distance of 769.48 feet, an arc distance of 783.32 feet to the end of said curve; 4) thence N 14°13'19"W, a distance of 1625.53 feet to the POINT OF BEGINNING.

Said parcel of land containing 23.19 acres, more or less

Division of County Lands

Updated In House Title Search

Search No. 22062

Date: October 23, 2003

Parcel:

Project: Three Oaks Parkway Widening
Project 4081 *JSP*

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

From: Kenneth Pitt
Real Estate Title Examiner

STRAP: 15-46-25-00-00005.1000

This search covers the period of time from January 1, 1940, at 8:00 a.m. to September 25, 2003 at 5:00 p.m.

Subject Property: That portion of Section 15, Township 46 South, Range 25 East, Lee County, Florida, lying between State Road 93 (I-75) and Three Oaks Parkway, less parcels 5.1020, 5.102A, 5.1030, 5.104A and 5.1050.

Title to the subject property is vested in the following:

Paul H. Freeman, as Trustee

by that certain instrument dated January 18, 1978, recorded January 25, 1978, in Official Record Book 1248, Page 809, 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. Resolution of the Board of County Commissioners, regarding Corlico Parkway M.S.B.U., recorded in Official Record Book 1812, Page 3507, Public Records of Lee County, Florida.
3. Resolution of the Board of County Commissioners, regarding Corlico Parkway M.S.B.U., recorded in Official Record Book 1865, Page 2016, Public Records of Lee County, Florida.
4. Notice of Development Order, regarding The Oaks Town Center, Recorded in Official Record Book 2212, Page 4603, Public Records of Lee County, Florida.
5. Notice of Adoption of First Development Order Amendment, regarding Villages of San Carlos, recorded in Official Record Book 2292, Page 4594, Public Records of Lee County, Florida.
6. Easement to United Telephone Company of Florida, recorded in Official Record Book 2635, Page 3570, Public Records of Lee County, Florida.

Division of County Lands

Updated In House Title Search

Search No. 22062

Date: October 23, 2003

Parcel:

Project: Three Oaks Parkway Widening
Project 4081

Tax Status: \$644.69 due and owing for Tax Year 2003.
(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.

Division of County Lands

Updated In House Title Search

Search No. 21960/D

Date: October 23, 2003

Parcel:

Project: Three Oaks Widening between
Alico & Corkscrew #4081

To: Robert G. Clemens
Acquisition Program Manager

From: Kenneth Pitt *KAP*
Real Estate Title Examiner

STRAP: 15-46-25-00-00005.1050

This search covers the period of time from January 1, 1940, at 8:00 a.m. to September 25, 2003, at 5:00 p.m.

Subject Property: A portion of the Southeast quarter of Section 15, Township 46 South, Range 25 East, Lee County, Florida.

Title to the subject property is vested in the following:

Paul H. Freeman, Alan C. Freeman and Neil D. Freeman, as tenants in common

by that certain instrument dated September 17, 1992, recorded September 23, 1992, in Official Record Book 2328, Page 4634, 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. Agreements to Game and Fresh Water Commission of the State of Florida, recorded in Miscellaneous Book 47, Page 89; Miscellaneous Book 58, Page 53; Official Record Book 270, Page 381, Public Records of Lee County, Florida.
3. Conveyance of East Mulloch Drainage District of all canals, lakes and water control installations, and easements for the purpose of widening, deepening, altering or cleaning said facilities, recorded in Official Record Book 203, Page 175, Public Records of Lee County, Florida.
4. Easement to Lee County, contiguous to the westerly right of way of I-75, recorded in Official Record Book 1517, Page 392, Public Records of Lee County, Florida.
5. Easement to Gulf Utilities Company for water line over and across subject property, recorded in Official Record Book 1751, Page 1763, Public Records of Lee County, Florida. (Easement appears to run parallel with Three Oaks Parkway.)

Division of County Lands

Updated In House Title Search

Search No. 21960/D

Date: October 23, 2003

Parcel:

Project: Three Oaks Widening between
Alico & Corkscrew #4081

6. Notices of Development Order recorded in Official Record Book 1849, Page 4408 and Official Record Book 2212, Page 4603, Public Records of Lee County, Florida.
7. Notice of Adoption of First Development Order Amendment, recorded in Official Record Book 2292, Page 4594, Public Records of Lee County, Florida.
8. Drainage Easement Agreement to Three Oaks I Master Association, Inc., a Florida corporation, running along the right of way of I-75, recorded in Official Record Book 2026, Page 2380, Public Records of Lee County, Florida.
9. Grant of Utility Easement to Gulf Utility Company, recorded in Official Record Book 2389, Page 1682, Public Records of Lee County, Florida.
10. Final Default Judgment in favor of John Wagner Associates, Inc., d/b/a Grabber Fort Myers, recorded in Official Record Book 2476, Page 1600, as re-recorded in Official Record Book 2485, Page 2521, Public Records of Lee County, Florida.
11. Final Judgment in favor of International Collection Service, Inc., recorded in Official Record Book 2800, Page 57, as re-recorded in Official Record Book 2851, Page 3651, Public Records of Lee County, Florida.

Tax Status: \$22,681.52 due and owing for Tax Year 2003.

(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.

Division of County Lands

Updated In House Title Search

Search No. 22063

Date: October 23, 2003

Parcel:

Project: Three Oaks Parkway Widening
4081

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

From: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 22-46-25-00-01001.0000

This search covers the period of time from January 1, 1940, at 8:00 a.m. to September 25, 2003, at 5:00 p.m.

Subject Property: The Northeast quarter of Section 22, Township 46 South, Range 25 East, Lee County, Florida, less those portions platted as Cypress Chase at Three Oaks Unit 1 and Cypress Chase at Three Oaks Unit 2, lying Northerly and Easterly of Three Oaks Parkway.

Title to the subject property is vested in the following:

Paul H. Freeman, as Trustee

by that certain instrument dated January 18, 1978, recorded January 25, 1978, in Official Record Book 1248, Page 809, 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 to Gulf Utilities Company, recorded in Official Record Book 1751, Page 1763, Public Records of Lee County, Florida.
3. Resolution of the Board of County Commissioners, regarding Corlico Parkway, M.S.B.U., recorded in Official Record Book 1812, Page 3507, Public Records of Lee County, Florida.
4. Resolution of the Board of County Commissioners, regarding Corlico Parkway M.S.B.U., recorded in Official Record Book 1865, Page 2016, Public Records of Lee County, Florida.
5. Drainage Easement Agreement to Three Oaks I Master Association, recorded in Official Record Book 2026, Page 2380, Public Records of Lee County, Florida.
6. Notice of Development Order, regarding The Three Oaks Town Center, recorded in Official Record Book 2212, Page 4603, Public Records of Lee County, Florida.

Division of County Lands

Updated In House Title Search

Search No. 22063

Date: October 23, 2003

Parcel:

Project: Three Oaks Parkway Widening
4081

7. Notice of Adoption of First Development Order Amendment, regarding Villages of San Carlos, recorded in Official Record Book 2292, Page 4594, Public Records of Lee County, Florida.

Tax Status: \$9,809.00 due and owing for Tax Year 2003..

(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.

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

Search No. 22065

Date: October 23, 2003

Parcel:

Project: Three Oaks Parkway Widening
Project #4081

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

From: Kenneth Pitt *KMP*
Real Estate Title Examiner

STRAP: 23-46-25-00-00001.2000

This search covers the period of time from January 1, 1940, at 8:00 a.m. to September 25, 2003, at 5:00 p.m.

Subject Property: That portion of the Northwest quarter of Section 23, Township 46 South, Range 25 East, Lee County, Florida, lying westerly of State Road 93 (I-75), less right of way for Three Oaks Parkway.

Title to the subject property is vested in the following:

Paul H. Freeman, as Trustee

by that certain instrument dated January 18, 1978, recorded January 25, 1978, in Official Record Book 1248, Page 809, 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. Resolution of the Board of County Commissioners, regarding the Corlico Parkway MSBU, recorded in Official Record Book 1812, Page 3507, Public Records of Lee County, Florida.
3. Resolution of the Board of County Commissioners, regarding the Corlico Parkway MSBU, recorded in Official Record Book 1865, Page 2016, Public Records of Lee County, Florida.
4. Drainage Easement Agreement to Three Oaks I Master Association, recorded in Official Record Book 2026, Page 2380, Public Records of Lee County, Florida.
5. Notice of Development Order, regarding The Oaks Town Center, recorded in Official Record Book 2212, Page 4603, Public Records of Lee County, Florida.
6. Notice of Adoption of First Development Order Amendment, regarding Villages of San Carlos, recorded in Official Record Book 2292, Page 4594, Public Records of Lee County, Florida.

Division of County Lands

Updated In House Title Search

Search No. 22065

Date: October 23, 2003

Parcel:

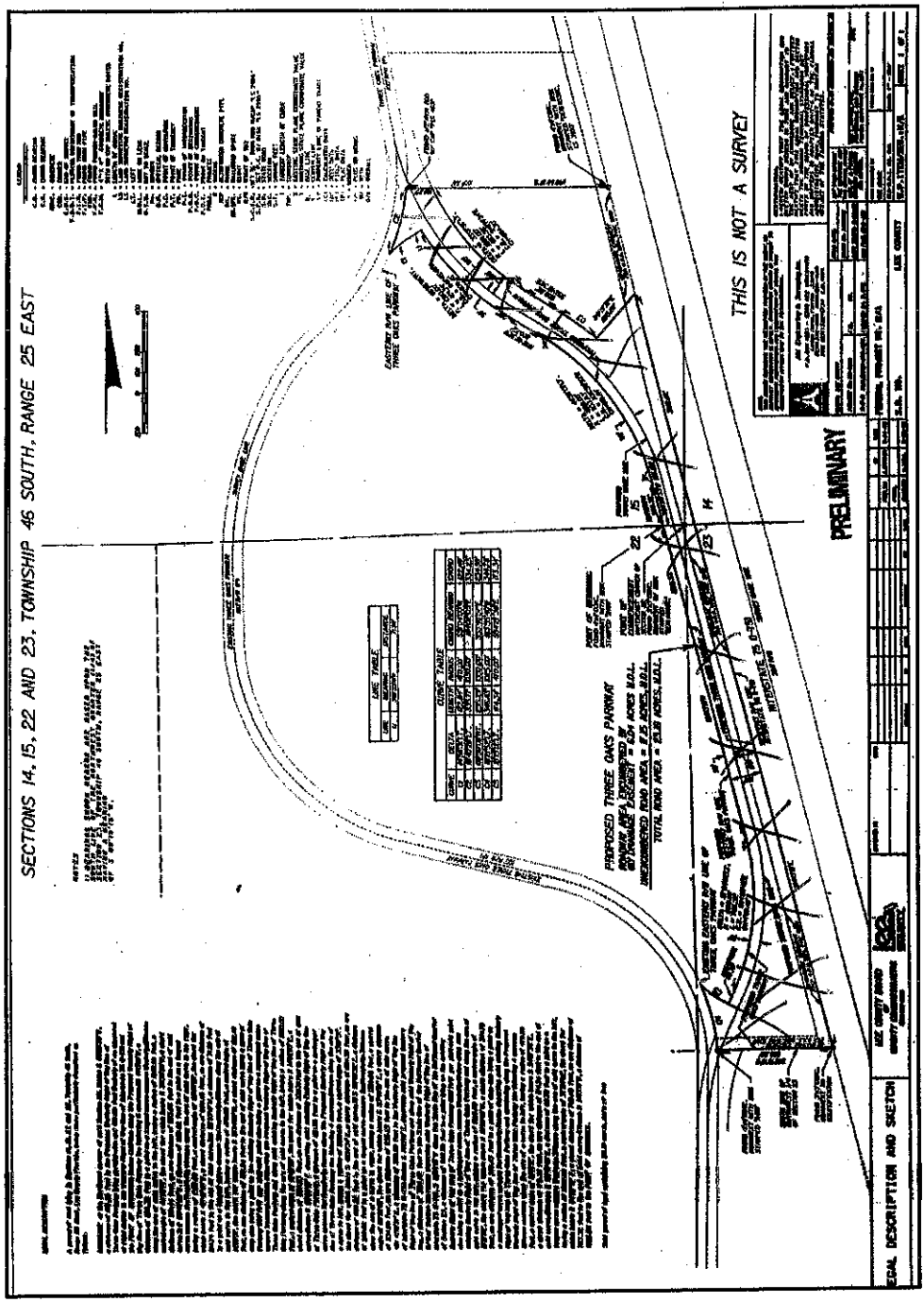
Project: Three Oaks Parkway Widening
Project #4081

Tax Status: \$9,662.46 due and owing for Tax Year 2003.

(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

SITE LOCATION MAP #2 - SURVEY SKETCH OF TAKE AREA:



SITE LOCATION MAP #1 - PARENT TRACT:

