

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

Blue Sheet No. 20040762

1. REQUESTED MOTION:

ACTION REQUESTED: Approve the Purchase Agreement to acquire the subject property (4.7127 acres ±) identified in the Agreement for the acquisition of property located at 13930 Metro Parkway, Fort Myers (part of STRAP No. 19-45-25-00-00004.0030) in the amount of \$1,335,000, pursuant to the terms and conditions set forth in the Agreement. Authorize the Division of County Lands to handle and accept all documentation necessary to complete the transaction. (Continued Page 2)

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

WHAT ACTION ACCOMPLISHES: The purchase of land for road widening and drainage purposes.

2. DEPARTMENTAL CATEGORY: 6
COMMISSION DISTRICT # 2 *CBG*

3. MEETING DATE: *06-22-2004*

<p>4. AGENDA:</p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> <p><input type="checkbox"/> APPEALS</p> <p><input type="checkbox"/> PUBLIC</p> <p><input type="checkbox"/> WALK ON</p> <p>TIME REQUIRED:</p>	<p>5. REQUIREMENT/PURPOSE: (Specify)</p> <p><input checked="" type="checkbox"/> STATUTE 125</p> <p><input type="checkbox"/> ORDINANCE</p> <p><input type="checkbox"/> ADMIN. CODE</p> <p><input checked="" type="checkbox"/> OTHER Blue Sheet 20040412</p>	<p>6. REQUESTOR OF INFORMATION:</p> <p>A. COMMISSIONER</p> <p>B. DEPARTMENT Independent</p> <p>C. DIVISION County Lands <i>2-504/25</i></p> <p>BY: Karen L.W. Forsyth, Director <i>KLF</i></p>
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7. BACKGROUND: The BoCC previously approved the acquisition of this parcel on April 6, 2004, however, the conditions of the contract assignment could not be met. This Purchase Agreement calls for the simultaneous closing of the parcel from Terry Broughton, Trustee (Buyer/Seller) to Lee County. The purchase price and land area are less than the previously approved purchase agreement, but the price per square foot is the same.

This property is proposed to be acquired as a pond site for the expansion of Metro Parkway from Six Mile to Daniels Parkway. The acquisition is necessary at this time due to the rapid pace of development in the corridor as well as to secure the site so that the roadway project can continue on schedule. A majority of the cost for the acquisition is potentially reimbursable from the state (FDOT) after July 1, 2004.

Property Details: Buyer/Seller: Terry Broughton (via simultaneous closing)
Property Address: 13930 Metro Parkway

Purchase Details: Purchase Price \$1,335,000 (205,285 sq. ft. x \$6.50 psf)
Costs to Close: Approximately \$20,000

Appraisal Information: Appraised by David Vaughan, MAI, estimated value is \$1,335,000 rd (\$6.50 p.s.f.) and also
Appraised by William Reeve, MAI, estimated value is 1,335,000 rd (\$6.50 p.s.f.)

Funds will be made available in the following account: 20502230700.506110

Staff recommends approval of this requested motion.

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>PL</i>	<i>John Forsyth 6/9/04</i>	<i>OA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>

10. COMMISSION ACTION:

APPROVED

DENIED

DEFERRED

OTHER

Rec. by CoAtty
Date: *6/9/04*
Time: *3:45 pm*
Forwarded To: *6/11/04 49M*

RECEIVED BY
COUNTY ADMIN: *C*
4:00 pm set
6/9/04
COUNTY ADMIN
FORWARDED TO: *PL*
6-10-04
1:30 pm

Continued from page 1

Bluesheet # 20040762

Action Requested:

Also, approve Budget Transfers in the amount of \$2,000,000 and amend the FY03-04 CIP accordingly.

This document prepared by

Lee County
County Lands Division
Project: Metro Parkway Widening, Project No. 5022
STRAP No.: Part of 19-45-25-00-00004.0030

For Scheduling Purposes

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 20__ by and between Terry Broughton, Trustee, hereinafter referred to as SELLER, whose address is 1705-D2 Colonial Boulevard, Fort Myers, Florida 33907, 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 ____ acres more or less, and located at _____ and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Metro Parkway Widening Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be _____ (\$_____), payable at closing by County Warrant.

3.A. **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 Purchase Price, 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.

3.B. The Purchase is contingent upon SELLER closing on the subject parent tract. If the sale does not occur, then this Agreement is null and void.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) documentary stamps on deed;
- (c) utility services up to, but not including the date of closing;
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release of mortgage fees, if any;

(f) SELLER's attorney fees, if any.

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.

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 the 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 or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations 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 hereby 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 July 29, 2004. 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:

Terry Broughton, 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"

Page 1 of 4

PARCEL 117
(RIGHT-OF-WAY)

A parcel of land lying within Section 19, Township 45 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the south west corner of said Section 19, said point falls in a canal and is not monumented; thence N 89°01'17" E along the south line of said Section 19, 25.86 feet to a three-quarter inch iron pipe with cap "LB 642", being a witness corner to said south west corner; thence continue N 89°01'17" E along the said south line of Section 19, 245.46 feet to a point on the east right of way line of Fort Myers Southern Railroad and the POINT OF BEGINNING; thence N 00°41'05"W along said east right of way line, 694.54 feet to the south line of Metropolitan Business Park subdivision per Plat Book 44, Page 83 through 85 of the public records of Lee county, Florida; thence N 89°00'41" E along said south line, 427.88 feet to a point on the existing west right of way line of Metropolitan Parkway South, said point lies S 89°00'41"W, 50.00 feet of survey base line station 232+73.62 of Metro Parkway per Florida Department of Transportation right of way maps for Section 12011-000, Financial Project Number 408040-1-32-01; thence S 00°38'41" E along said west right of way line, 694.62 feet to the north line of Central Metropolitan Commercial Center subdivision per plat book 45, pages 80 through 83 of the public records of Lee county, Florida, said point lies S 89°00'17"W, 50.00 feet of survey base line station 225+79.00 of Metro Parkway; thence S 89°01'17"W along the south line of said section 19 and along the north line of said Central Metropolitan Commercial Center subdivision 427.39 feet to the POINT OF BEGINNING.

Less and Except:

A parcel of land lying within Section 19, Township 45 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the south west corner of said Section 19, said point falls in a canal and is not monumented; thence N 89°01'17" E along the south line of said Section 19, 25.86 feet to a three-quarter inch iron pipe with cap "LB 642", being a witness corner to said south west corner; thence continue N 89°01'17" E along the said south line of Section 19, 245.46 feet to a point on the east right of way line of Fort Myers Southern Railroad; thence N 00°41'05"W along said east right of way line, 694.54 feet to the south line of Metropolitan Business Park subdivision per Plat Book 44, Page 83 through 85 of the public records of Lee county, Florida; thence N 89°00'41" E along said south line, 427.88 feet to a point on the existing west right of way line of Metropolitan Parkway South; thence S 00°38'41" E along said west right of way line 262.43 feet; thence S 89°00'41"W departing said west right of way line 12.50 feet to a point on a line which lies 12.50 feet west of as measured at right angles to the west right of way line of said Metropolitan Parkway South said point lies S 89°00'41"W, 62.50 feet of the survey base line station 230+11.20 of Metro Parkway per Florida Department of Transportation right of way maps for Section 12011-000, Financial Project Number 408040-1-32-01, also being the POINT OF BEGINNING; thence S 00°38'41" E along said parallel line, 382.19 feet to a point which lies S 89°01'17"W, 62.50 feet of the survey base line station 226+29.00 of Metro Parkway said point also being on a line which lies 50.00 feet north of as measured at right angles to the south line of said section 19 and the north line of Central Metropolitan Commercial Center subdivision per plat book 45, pages 80 through 83 of the public records of Lee county, Florida; thence S 89°01'17"W along said parallel line 252.50 feet; thence departing said parallel line N 00°38'41"W, 382.15 feet; thence N 89°00'41" E, 252.50 feet to the POINT OF BEGINNING.

Said lands contain 4.603 acres, more or less.


AND (Parcel 817)

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

PREPARED BY:
AIM ENGINEERING AND SURVEYING, INC.

James M. Condon 6-7-04
JAMES M. CONDON, PSM
REGISTERED SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6074
LICENSED BUSINESS #3114

AIM Engineering & Surveying, Inc.
5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
1-800-226-4569
FX:239/332-8734



THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 02-8231	DESCRIPTION: PARCEL 117		
DRAWN BY: R. TEW	CLIENT: LEE COUNTY		
DATE: 6-4-04	SEC-TWP-RGE: 19-45S-25E	PAGE 1 OF 2	COUNTY: LEE

AND

Parcel 817

The west 12.50 feet of the east 25.00 feet of the following described parcel of land

A parcel of land lying within Section 19, Township 45 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the south west corner of said Section 19, said point falls in a canal and is not monumented; thence N 89°01'17" E along the south line of said Section 19, 25.86 feet to a three-quarter inch iron pipe with cap "LB 642", being a witness corner to said south west corner; thence continue N 89°01'17" E along the said south line of Section 19, 245.46 feet to a point on the east right of way line of Fort Myers Southern Railroad and the POINT OF BEGINNING; thence N 00°41'05" W along said east right of way line, 694.54 feet to the south line of Metropolitan Business Park subdivision per Plat Book 44, Page 83 through 85 of the public records of Lee county, Florida; thence N 89°00'41" E along said south line, 427.88 feet to a point on the existing west right of way line of Metropolitan Parkway South, said point lies S 89°00'41" W, 50.00 feet of survey base line station 232+73.62 of Metro Parkway per Florida Department of Transportation right of way maps for Section 12011-000, Financial Project Number 408040-1-32-01; thence S 00°38'41" E along said west right of way line, 694.62 feet to the north line of Central Metropolitan Commercial Center subdivision per plat book 45, pages 80 through 83 of the public records of Lee county, Florida, said point lies S 89°00'17" W, 50.00 feet of survey base line station 225+79.00 of Metro Parkway; thence S 89°01'17" W along the south line of said section 19 and along the north line of said Central Metropolitan Commercial Center subdivision 427.39 feet to the POINT OF BEGINNING.

Less the south 50.00 feet:


Said lands contain 8,058 square feet, more or less.

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

PREPARED BY:
AIM ENGINEERING AND SURVEYING, INC.

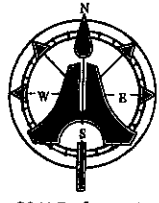
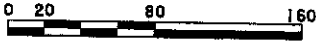
James M. Condon 6-7-04

JAMES M. CONDON, PSM
REGISTERED SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6074
LICENSED BUSINESS #3114

AIM Engineering & Surveying, Inc.

 5300 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 1-800-226-4569
 FX:239/332-8734

THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 02-8231	DESCRIPTION: PARCEL 117		
DRAWN BY: R. TEW	CLIENT: LEE COUNTY		
DATE: 6-4-04	SEC-TWP-RGE 19-45S-25E	PAGE 1 OF 2	COUNTY: LEE



SCALE: 1" = 80'

METROPOLITAN BUSINESS PARK SUBDIVISION
P.B. 44, PG. 83-85

P.I. STATION 236+25.46
SET 5/8" IRON ROD AND CAP "AIM ENG. LB 3114"

F.C.M. 3" X 3" W/
METAL DISK STAMPED
"BWL B PRM RLS 3261"

F.C.M. 3" X 3" W/
METAL DISK STAMPED
"BWL B PRM RLS 3261"

427.88' (F) N 89°00'41" E

R/W LINE

SOUTH LINE METROPOLITAN BUSINESS PARK SUBDIVISION

LEGEND

- (C) = CALCULATED
- (F) = FIELD
- R = PARENT TRACT PROPERTY LINE
- F.C.M. = FOUND CONCRETE MONUMENT
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- FND. = FOUND
- I.P. = IRON PIPE
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY

S 89°00'41" W
12.50' (C)

P.O.B. LESS OUT

N 89°00'41" E

252.50' (C)

R/W LINE

12.50'

N 00°38'41" E

382.19' (C)

S 00°38'41" E

382.15' (C)

N 00°38'41" W

382.15' (C)

PARENT TRACT REMAINDER
2.215 ACRES,
MORE OR LESS

12.50'

50.00' (C)

S 00°38'41" E

50.00' (C)

N 89°01'17" E

50.00' (C)

+29.00'

N 89°01'17" E

50.00' (C)

62.50' (C)

S 89°01'17" W

50.00'

S 89°01'17" W

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

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50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

EAST RIGHT OF WAY LINE FORT MYERS SOUTHERN RAILROAD
N 00°41'05" W
694.54' (C)

117

PARCEL 117
4.603 ACRES,
MORE OR LESS

P.O.C. SW CORNER SECTION 19 FALLS IN CANAL

N 89°01'17" E
25.86' (C)

245.46' (C)

24

19

25

30

FND. 3/4" I.P. W/ CAP "LB 642" WITNESS CORNER

P.O.B. PARCEL 117

427.39' (C)

R/W LINE

50.00'

SOUTH LINE OF SECTION 19 & NORTH LINE OF CENTRAL METROPOLITAN COMMERCIAL CENTER SUBDIVISION

CENTRAL METROPOLITAN COMMERCIAL CENTER SUBDIVISION

P.B. 45, PG. 80-83

FND. PK & DISK "LB 3590"

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

50.00'

P.O.T. STATION 183+00.00

FOUND P.K. NAIL (NO ID)

NOTE: BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF METRO PARKWAY HAVING A BEARING OF N 00°38'41" W FROM P.O.T. STATION 183+00.00 BEING A FOUND P.K. NAIL NO ID TO P.I. STATION 236+25.46 BEING A SET 5/8" IRON ROD AND CAP "AIM ENG. L.B. 3114"

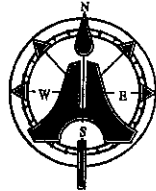
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PROJECT NUMBER	DESCRIPTION
02-8231	PARCEL 117
DRAWN BY: R. TEW	CLIENT: LEE COUNTY
DATE: 6-4-04	SEC-TWP-RGE 19-45S-25E
PAGE 2 OF 2	
COUNTY: LEE	

SURVEY BASELINE METRO PARKWAY PER F.D.O.T. FINANCIAL PROJECT ID 408040-1-32-01 (SECTION 12011-000)



SCALE: 1" = 80'

METROPOLITAN BUSINESS PARK SUBDIVISION
P.B. 44, PG. 83-85

P.I. STATION 236+25.46
SET 5/8" IRON ROD AND CAP
"AIM ENG. LB 3114"

F.C.M. 3" X 3" W/
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F.C.M. 3" X 3" W/
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427.88' (F) N 89°00'41" E
R/W LINE SOUTH LINE METROPOLITAN BUSINESS PARK SUBDIVISION

LEGEND

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

817

PARCEL 817
8,058 SQUARE FEET,
MORE OR LESS

S 89°00'41" W
12.50' (C)

N 89°00'41" E

252.50' (C)

R/W LINE

12.50'

117

PARCEL 117
4.603 ACRES,
MORE OR LESS

PARENT TRACT
REMAINDER
2.215 ACRES,
MORE OR LESS

THE WEST 12.50' OF
THE EAST 25.00'
EAST 25.00'

LESS THE
SOUTH 50.00'

P.O.C.
SW CORNER
SECTION 19
FALLS IN
CANAL

N 89°01'17" E
25.86' (C) P.O.B.

24 19
25 30
FND. 3/4" I.P.
W/ CAP "LB 642"
WITNESS CORNER

R/W LINE 50.00'
427.39' (C) R/W LINE 50.00'
S 89°01'17" W 50.00'
S 89°01'17" W 50.00'
SOUTH LINE OF SECTION 19 &
NORTH LINE OF CENTRAL
METROPOLITAN COMMERCIAL
CENTER SUBDIVISION
CENTRAL METROPOLITAN
COMMERCIAL CENTER
SUBDIVISION
P.B. 45, PG. 80-83

FND. PK
& DISK
"LB 3590"

P.O.T. STATION
183+00.00
FOUND P.K. NAIL
(NO ID)

NOTE: BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY
BASE LINE OF METRO PARKWAY HAVING A BEARING OF
N 00°38'41" W FROM P.O.T. STATION 183+00.00 BEING A
FOUND P.K. NAIL NO ID TO P.I. STATION 236+25.46
BEING A SET 5/8" IRON ROD AND CAP "AIM ENG. L.B. 3114"

**THIS IS NOT A
BOUNDARY SURVEY**

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PROJECT NUMBER: 02-B231	DESCRIPTION: PARCEL 817	PAGE 2 OF 2	COUNTY: LEE
DRAWN BY: R. TEW	CLIENT: LEE COUNTY		
DATE: 6-4-04	SEC-TWP-RGE: 19-45S-25E		

SURVEY BASELINE METRO PARKWAY PER F.D.O.T. FINANCIAL PROJECT ID 408040-1-32-01 (SECTION 12011-000)

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ____ day of ____
__, 20__ 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:

Terry Broughton, Trustee

1705 D2 Colonial Boulevard, Fort Myers, FL 33907

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. _____
2. _____
3. _____
4. _____
5. _____
6. _____

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

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Witness Signature

Signature of Affiant

Printed Name

Printed Name

Witness Signature

Printed Name

Affidavit of Interest in Real Property

STRAP: 19-45-25-00-00004.0030

Project: Metro Parkway Widening, No. 5022

STATE OF _____

COUNTY OF _____

SWORN TO AND SUBSCRIBED before me this ___ day of _____, 20__ by _____

(name of person acknowledged)

(SEAL)

(Notary Signature)

(Print, type or stamp name of Notary)

Personally known _____
OR Produced Identification _____
Type of Identification _____

Exhibit "A"

PARCEL 117
(RIGHT-OF-WAY)

A parcel of land lying within Section 19, Township 45 South, Range 25 East, Lee County Florida, being more particularly described as follows:

Page 1 of 4

COMMENCE at the south west corner of said Section 19, said point falls in a canal and is not monumented; thence N 89°01'17" E along the south line of said Section 19, 25.86 feet to a three-quarter inch iron pipe with cap "LB 642", being a witness corner to said south west corner; thence continue N 89°01'17" E along the said south line of Section 19, 245.46 feet to a point on the east right of way line of Fort Myers Southern Railroad and the POINT OF BEGINNING; thence N 00°41'05" W along said east right of way line, 694.54 feet to the south line of Metropolitan Business Park subdivision per Plat Book 44, Page 83 through 85 of the public records of Lee county, Florida; thence N 89°00'41" E along said south line, 427.88 feet to a point on the existing west right of way line of Metropolitan Parkway South, said point lies S 89°00'41" W, 50.00 feet of survey base line station 232+73.62 of Metro Parkway per Florida Department of Transportation right of way maps for Section 12011-000, Financial Project Number 408040-1-32-01; thence S 00°38'41" E along said west right of way line, 694.62 feet to the north line of Central Metropolitan Commercial Center subdivision per plat book 45, pages 80 through 83 of the public records of Lee county, Florida, said point lies S 89°00'17" W, 50.00 feet of survey base line station 225+79.00 of Metro Parkway; thence S 89°01'17" W along the south line of said section 19 and along the north line of said Central Metropolitan Commercial Center subdivision 427.39 feet to the POINT OF BEGINNING.

Less and Except:

A parcel of land lying within Section 19, Township 45 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the south west corner of said Section 19, said point falls in a canal and is not monumented; thence N 89°01'17" E along the south line of said Section 19, 25.86 feet to a three-quarter inch iron pipe with cap "LB 642", being a witness corner to said south west corner; thence continue N 89°01'17" E along the said south line of Section 19, 245.46 feet to a point on the east right of way line of Fort Myers Southern Railroad; thence N 00°41'05" W along said east right of way line, 694.54 feet to the south line of Metropolitan Business Park subdivision per Plat Book 44, Page 83 through 85 of the public records of Lee county, Florida; thence N 89°00'41" E along said south line, 427.88 feet to a point on the existing west right of way line of Metropolitan Parkway South; thence S 00°38'41" E along said west right of way line 262.43 feet; thence S 89°00'41" W departing said west right of way line 12.50 feet to a point on a line which lies 12.50 feet west of as measured at right angles to the west right of way line of said Metropolitan Parkway South said point lies S 89°00'41" W, 62.50 feet of the survey base line station 230+11.20 of Metro Parkway per Florida Department of Transportation right of way maps for Section 12011-000, Financial Project Number 408040-1-32-01, also being the POINT OF BEGINNING; thence S 00°38'41" E along said parallel line, 382.19 feet to a point which lies S 89°01'17" W, 62.50 feet of the survey base line station 226+29.00 of Metro Parkway said point also being on a line which lies 50.00 feet north of as measured at right angles to the south line of said section 19 and the north line of Central Metropolitan Commercial Center subdivision per plat book 45, pages 80 through 83 of the public records of Lee county, Florida; thence S 89°01'17" W along said parallel line 252.50 feet; thence departing said parallel line N 00°38'41" W, 382.15 feet; thence N 89°00'41" E, 252.50 feet to the POINT OF BEGINNING.

Said lands contain 4.603 acres, more or less.

AND (Parcel 817)


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

PREPARED BY:
AIM ENGINEERING AND SURVEYING, INC.

James M. Condon 6-7-04

JAMES M. CONDON, PSM
REGISTERED SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6074
LICENSED BUSINESS #3114

AIM Engineering & Surveying, Inc.
5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
1-800-226-4569
FX:239/332-8734



THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 02-8231	DESCRIPTION: PARCEL 117		
DRAWN BY: R. TEW	CLIENT: LEE COUNTY		
DATE: 6-4-04	SEC-TWP-RGE 19-45S-25E	PAGE 1 OF 2	COUNTY: LEE

AND

Parcel 817

The west 12.50 feet of the east 25.00 feet of the following described parcel of land

A parcel of land lying within Section 19, Township 45 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the south west corner of said Section 19, said point falls in a canal and is not monumented; thence N 89°01'17" E along the south line of said Section 19, 25.86 feet to a three-quarter inch iron pipe with cap "LB 642", being a witness corner to said south west corner; thence continue N 89°01'17" E along the said south line of Section 19, 245.46 feet to a point on the east right of way line of Fort Myers Southern Railroad and the POINT OF BEGINNING; thence N 00°41'05" W along said east right of way line, 694.54 feet to the south line of Metropolitan Business Park subdivision per Plat Book 44, Page 83 through 85 of the public records of Lee county, Florida; thence N 89°00'41" E along said south line, 427.88 feet to a point on the existing west right of way line of Metropolitan Parkway South, said point lies S 89°00'41" W, 50.00 feet of survey base line station 232+73.62 of Metro Parkway per Florida Department of Transportation right of way maps for Section 12011-000, Financial Project Number 408040-1-32-01; thence S 00°38'41" E along said west right of way line, 694.62 feet to the north line of Central Metropolitan Commercial Center subdivision per plat book 45, pages 80 through 83 of the public records of Lee county, Florida, said point lies S 89°00'17" W, 50.00 feet of survey base line station 225+79.00 of Metro Parkway; thence S 89°01'17" W along the south line of said section 19 and along the north line of said Central Metropolitan Commercial Center subdivision 427.39 feet to the POINT OF BEGINNING.

Less the south 50.00 feet:

Said lands contain 8,058 square feet, more or less.

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

PREPARED BY:
AIM ENGINEERING AND SURVEYING, INC.

James M. Condon 6-7-04

JAMES M. CONDON, PSM
REGISTERED SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 6074
LICENSED BUSINESS #3114

AIM Engineering & Surveying, Inc.



5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
1-800-226-4569
FX:239/332-8734

THIS IS NOT A BOUNDARY SURVEY

PROJECT NUMBER: 02-8231	DESCRIPTION: PARCEL 117		
DRAWN BY: R. TEW	CLIENT: LEE COUNTY		
DATE: 6-4-04	SEC-TWP-RGE: 19-45S-25E	PAGE 1 OF 2	COUNTY: LEE

0 20 80 160



SCALE: 1" = 80'

METROPOLITAN
BUSINESS PARK
SUBDIVISION
P.B. 44, PG. 83-85

P.I. STATION 236+25.46
SET 5/8" IRON ROD AND CAP
"AIM ENG. LB 3114"

F.C.M. 3" X 3" W/
METAL DISK STAMPED
"BWL B PRM RLS 3261"

F.C.M. 3" X 3" W/
METAL DISK STAMPED
"BWL B PRM RLS 3261"

427.88' (F) N 89°00'41" E

R/W LINE

SOUTH LINE METROPOLITAN
BUSINESS PARK
SUBDIVISION

LEGEND

- (C) = CALCULATED
- (F) = FIELD
- ⊕ = PARENT TRACT PROPERTY LINE
- F.C.M. = FOUND CONCRETE MONUMENT
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- FND. = FOUND
- I.P. = IRON PIPE
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY

S 89°00'41" W
12.50' (C)
P.O.B. LESS OUT

N 89°00'41" E
252.50' (C)

R/W LINE
12.50'

117
PARCEL 117
4.603 ACRES,
MORE OR LESS

PARENT TRACT
REMAINDER
2.215 ACRES,
MORE OR LESS

P.O.C.
SW CORNER
SECTION 19
FALLS IN
CANAL

EAST RIGHT OF
WAY LINE FORT MYERS
SOUTHERN RAILROAD
N 00°41'05" W
694.54' (C)

N 89°01'17" E
2419 25.86' (C)

P.O.B. PARCEL 117

R/W LINE
427.39' (C)

2530

FND. 3/4" I.P.
W/ CAP "LB 642"
WITNESS CORNER

SOUTH LINE OF SECTION 19 &
NORTH LINE OF CENTRAL
METROPOLITAN COMMERCIAL
CENTER SUBDIVISION

CENTRAL METROPOLITAN
COMMERCIAL CENTER
SUBDIVISION
P.B. 45, PG. 80-83

FND. PK
& DISK
"LB 3590"

NOTE: BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY
BASE LINE OF METRO PARKWAY HAVING A BEARING OF
N 00°38'41" W FROM P.O.T. STATION 183+00.00 BEING A
FOUND P.K. NAIL NO ID TO P.I. STATION 236+25.46
BEING A SET 5/8" IRON ROD AND CAP "AIM ENG. L.B. 3114"

P.O.T. STATION
183+00.00
FOUND P.K. NAIL
(NO ID)

AIM Engineering & Surveying, Inc.
5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
1-800-226-4569
FX 239/332-8734

THIS IS NOT A
BOUNDARY SURVEY

PROJECT NUMBER: 02-8231	DESCRIPTION: PARCEL 117		
DRAWN BY: R. TEW	CLIENT: LEE COUNTY		
DATE: 6-4-04	SEC-TWP-ROE 19-45S-25E	PAGE 2 OF 2	COUNTY: LEE

SURVEY BASELINE METRO PARKWAY PER F.D.O.T. FINANCIAL PROJECT ID 408040-1-32-01 (SECTION 12011-000)

0 20 80 160



SCALE: 1" = 80'

METROPOLITAN BUSINESS PARK SUBDIVISION
P.B. 44, PG. 83-85

P.I. STATION 236+25.46
SET 5/8" IRON ROD AND CAP "AIM ENG. LB 3114"

F.C.M. 3" X 3" W/ METAL DISK STAMPED "BWL B PRM RLS 3261"

F.C.M. 3" X 3" W/ METAL DISK STAMPED "BWL B PRM RLS 3261"

427.88' (F) N 89°00'41" E
R/W LINE SOUTH LINE METROPOLITAN BUSINESS PARK SUBDIVISION

LEGEND

- (C) = CALCULATED
- (F) = FIELD
- PL = PARENT TRACT PROPERTY LINE
- F.C.M. = FOUND CONCRETE MONUMENT
- F.D.O.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
- FND. = FOUND
- I.P. = IRON PIPE
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R/W = RIGHT OF WAY

817

PARCEL 817
8,058 SQUARE FEET,
MORE OR LESS

S 89°00'41" W
12.50' (C)

N 89°00'41" E
252.50' (C)

R/W LINE
12.50'

117

PARCEL 117
4.603 ACRES,
MORE OR LESS

PARENT TRACT
REMAINDER
2.215 ACRES,
MORE OR LESS

THE WEST 12.50' OF
THE EAST 25.00'

LESS THE
SOUTH 50.00'

P.O.C.
SW CORNER
SECTION 19
FALLS IN
CANAL

N 89°01'17" E 25.86' (C)
N 00°41'05" W 694.54' (C)
EAST RIGHT OF WAY LINE SOUTHERN RAILROAD
N 00°38'41" W 382.15' (C)
R/W LINE
427.39' (C)
SOUTH LINE OF SECTION 19 & NORTH LINE OF CENTRAL METROPOLITAN COMMERCIAL CENTER SUBDIVISION
P.B. 45, PG. 80-83

N 89°01'17" E 245.46' (C)
P.O.B.
FND. 3/4" I.P. W/ CAP "LB 642" WITNESS CORNER

CENTRAL METROPOLITAN COMMERCIAL CENTER SUBDIVISION
P.B. 45, PG. 80-83

FND. PK & DISK "LB 3590"

NOTE: BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF METRO PARKWAY HAVING A BEARING OF N 00°38'41" W FROM P.O.T. STATION 183+00.00 BEING A FOUND P.K. NAIL NO ID TO P.I. STATION 236+25.46 BEING A SET 5/8" IRON ROD AND CAP "AIM ENG. L.B. 3114"

P.O.T. STATION 183+00.00
FOUND P.K. NAIL (NO ID)

THIS IS NOT A BOUNDARY SURVEY

AIM Engineering & Surveying, Inc.
5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
1-800-226-4569
FX:239/332-8734



PROJECT NUMBER: 02-8231	DESCRIPTION: PARCEL 817		
DRAWN BY: R. TEW	CLIENT: LEE COUNTY		
DATE: 6-4-04	SEC-TWP-RGE: 19-45S-25E	PAGE 2 OF 2	COUNTY: LEE

Division of County Lands

Updated Ownership and Easement Search

Search No. 21930/B

Date: December 3, 2003

Parcel: N/A

Project: Metro Parkway (Daniels to Six Mile) #5022

To: Karen L. W. Forsyth
Director

From: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 19-45-25-00-00004.0030

Effective Date: November 3, 2003.

Subject Property: See attached Schedule "X".

Title to the subject property is vested in the following:

Warren E. Hagen, Trustee

by that certain instrument dated June 28, 1996, recorded July 11, 1996, in Official Record Book 2724, Page 839, Public Records of Lee County, Florida.

Easements:

1. Covenant of unified control recorded in Official Record Book 2289, Page 1399, Public Records of Lee County, Florida.

Tax Status: \$18.59 due & 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.

Schedule X

Parcel N/A

Project: Metro Parkway (Daniels to Six Mile #5022

Search No. 21930/B

Commencing at the Northeast Corner of said Southwest one quarter (S.W. 1/4); thence S01° 18'16"W along the East line of said Southwest one quarter (S.W. 1/4) for 100.08 feet to an intersection with the Southerly right of way line of Daniels Road; thence S88°59'52"W along said right of way line for 1537.29 feet to the beginning of a curve concave to the South, having a radius of 5629.58 feet; thence Westerly along said curve and said right of way line through a central angle of 03°41'46" for 363.16 feet; thence S04°41'54"E (radially) for 5.00 feet to an intersection with a curve concave to the Southeast having a radius of 5624.58 feet and to which intersection a radial line bears N04°41'54" W; Thence Southwesterly along said curve and said right of way line through a central angle of 00°12'42" for 20.78 feet to an intersection with the Westerly right of way line of Metropolitan Parkway as described in Official Records Book 2078 at Page 90 & 91 of the Public Records of said Lee County; thence S04°38'28"E (non-tangentially) along said Westerly right of way line for 195.42 feet to the beginning of a curve concave to the West having a radius of 1050.00 feet; thence Southerly along said curve and said right of way line through a central angle of 10°01'43" for 183.78 feet; thence S05°23'15"W along right of way line for 1,044.69 feet to the beginning of a curve concave to the East having a radius of 1150.00 feet; thence Southerly along said curve and said right of way line through a central angel of 06°01'49" for 121.04 feet; thence S00°38'34"E along said right of way line for 294.66 feet to a 4"X4" concrete monument (stamped LB-4919) Marking the Southeast corner of Metropolitan Business Park. A subdivision recorded in Plat Book 44 at Page 53-55 of said public records and the point of beginning; thence continue S00°38'34"E along said right of way line for 694.64 feet to an intersection with the South line of said Southwest one quarter (S.W.1/4); thence S89°01'29"W along said South line for 427.14 feet to an intersection with the East right of way line of the Seaboard Coastline Railroad (160.00 feet wide); thence N00°41'37"W along said East right of way line for 694.57 feet to a 4"X4" concrete monument (stamped LB-4919) marking the Southwest corner of said Metropolitan Business Park: Thence N89°00'59"E along the South line of said Metropolitan Business Park for 427.76 feet (427.00 feet per plat) to the point of beginning.

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

16 February 2004



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

Attention: Mr. Robert Clemens, Acquisition Program Manager

RE: Job #020413 - Complete Summary Appraisal Report of 6.81
Acres of Vacant Land Located on Metro Parkway,
Metro Parkway Widening Project No. 5022,
Parcel #19-45-25-00-00004.003a, Lee County,
Florida, Contract No. 2575, STA 3

Dear Mr. Clemens:

As you requested, a detailed on-site inspection and analysis was made of the subject property on 12 February 2004. Within the attached summary appraisal report, please find enclosed a detailed description of the subject property.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of 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. Mr. David C. Vaughan has complied with the Uniform 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 market value of the subject property. 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 intended use of the appraisal is understood to be a basis of value for the possible purchase of the property. The intended user of this report is Lee County Division of County Lands who is the client.

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 re-analysis. The appraiser is not an expert in this field.

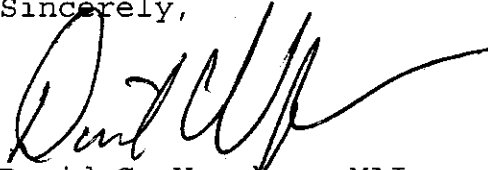
Lee County
Page Three
16 February 2004

The subject property is appraised as of 12 February 2004, the date of a detailed on-site inspection, which was made by David C. Vaughan, MAI.

Based on my inspection, analysis, and data research, and information contained in the appraiser's work file, it is my opinion that the undivided fee simple interest of the subject property, "as is" and as of 12 February 2004, is:

ONE MILLION NINE HUNDRED THIRTY THOUSAND DOLLARS. . . (\$1,930,000)

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Vaughan", with a long, sweeping horizontal line extending to the right.

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

EXECUTIVE SUMMARY

PROJECT NAME: Metro Parkway Widening Project
PROJECT NUMBER: 5022
OWNER OF RECORD: Warren E. Hagen, Trustee ✓
STRAP NUMBER: 19-45-25-00-00004.0030
LOCATION: Metro Parkway South, Lee County, Florida
LAND AREA: 6.81 acres
IMPROVEMENTS: None
ZONING/LAND USE: CPD, Intensive Development ✓
HIGHEST AND BEST USE: Commercial Development
ESTIMATE OF VALUE - COST APPROACH: N/A
ESTIMATE OF VALUE - MARKET APPROACH: \$1,930,000
ESTIMATE OF VALUE - INCOME APPROACH: N/A
FINAL VALUE ESTIMATE: \$1,930,000 ✓
PER ACRE VALUE: \$6.50 p.s.f.
INTEREST APPRAISED: Fee Simple
DATE OF VALUATION: 12 February 2004
APPRAISER: Mr. David C. Vaughan, MAI

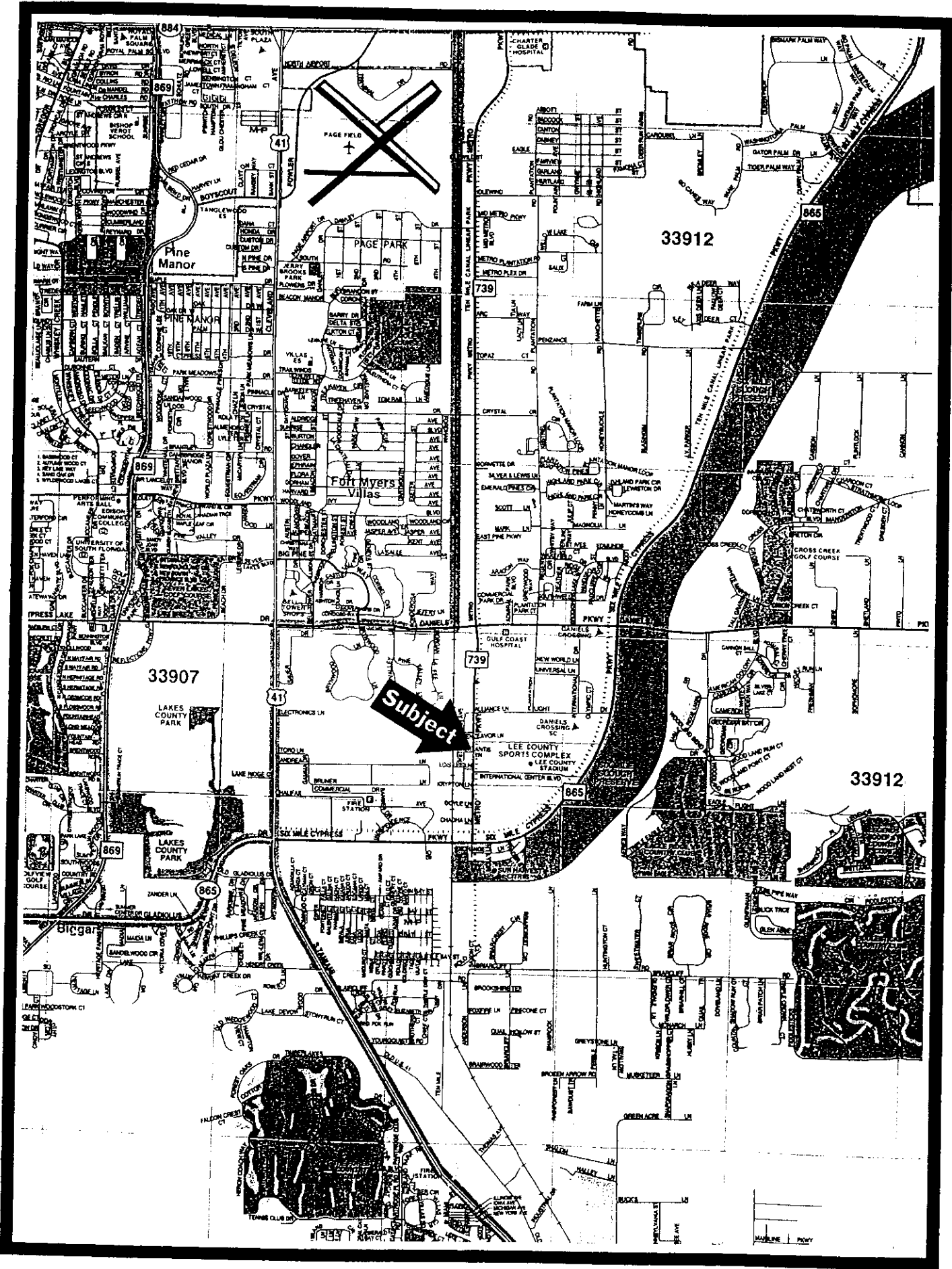
APPRAISAL CERTIFICATION (Continued)

It is my opinion that the undivided fee simple interest of the subject property, "as is" and as of 12 February 2004, is:

ONE MILLION NINE HUNDRED THIRTY THOUSAND DOLLARS. . . (\$1,930,000)

A handwritten signature in black ink, appearing to read "David C. Vaughan". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

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



MARKET AREA MAP

PARCEL 19-45-25-00-00004.0030
WARREN E. HAGEN, TR. - 13930 METRO PARKWAY
STATE ROAD #: 739
COUNTY: LEE

PREPARED FOR:

Mr. Robert G. Clemens
Acquisition Program Manager
Lee County – Division of County Lands
1500 Monroe Street, Ft. Myers, Florida 33901

PREPARED BY:

William H. Reeve, III, MAI, SRA
V.P. – Director of Real Estate
Coastal Engineering Consultants, Inc.
3106 South Horseshoe Drive
Naples, Florida 34104

State of Florida Department of Transportation
CERTIFICATE OF VALUE

Item/Segment: N/A
 State Road: 739
 County: Lee
 Managing District: N/A
 FAP No.: N/A
 Parcel No.: N/A

I certify to the best of my knowledge and belief, that:

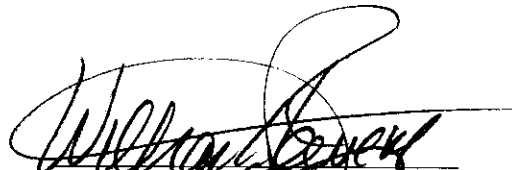
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased, professional analyses, opinions and conclusions.
3. I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved.
4. My compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
5. My analyses, opinions, or conclusions were developed and this report has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice, and the provisions of Chapter 475, Part II, Florida Statutes.
6. I have made a personal inspection of the property that is the subject of this report and I have afforded the property owner the opportunity to accompany me at the time of the inspection. I have made a personal field inspection of the comparable sales relied upon in making this appraisal. The subject and comparable sales relied upon in making this appraisal was as represented by the photographs as contained in this appraisal.
7. No persons other than those named herein provided significant professional assistance to the person signing this report.
8. I understand that this appraisal is to be used in connection with the acquisition of right-of-way for a transportation facility to be constructed by the State of Florida with the assistance of Federal-aid highway funds, or other Federal or State funds.
9. This appraisal has been made in conformity with appropriate State laws, regulations, policies and procedures applicable to appraisal of right-of-way for transportation purposes; and to the best of my knowledge, no portion of the property value entered on this certificate consists of items which are non-compensable under the established law of the State of Florida.
10. I have not revealed the findings or results of this appraisal to anyone other than the proper officials of the Florida Department of Transportation or officials of the Federal Highway Administration and I will not do so until authorized by State officials or until I am required by due process of law, or until I am released from this obligation my having publicly testified as to such findings.
11. Regardless of any stated limited condition or assumption, I acknowledge that this appraisal report and all maps, data, summaries, charts and other exhibits collected or prepared under this agreement shall become the property of the Department without restriction or limitation of their use.
12. Statements supplemental to this certification required by membership or candidacy in a professional appraisal organization are described on an addendum to this certificate and, by reference, are made a part hereof.

Based upon my independent appraisal and the exercise of my professional judgment, my opinion of the market value for the part taken, including net severance damages after special benefits, if any, of the property appraised as of the 2 day of April, 2004, is: \$1,943,882.

Market Value should be allocated as follows:

Land:	\$1,940,000	Land Area (Ac/SF):	<u>6.84 Ac</u>
Improvements:	\$ 3,882	Land Use:	Interim Agricultural. to Commercial
Net Damages &/or Cost to Cure:	<u>\$ n/a</u>		
Total:	\$1,943,882		

04/12/2004
Date


 Appraiser: William H. Reeve, II, MAI, SRA
 State Certified General Real Estate Appraiser 0000943

In the final analysis I have estimated the value for the subject parent tract at \$6.50 S.F. This results in the following calculation to arrive at the land value estimate that will be used in the balance of this report.

Parent Tract 297,950.40 square feet x \$6.50/SF = \$1,936,677

ROUNDED TO: \$1,940,000

315 – THE COST APPROACH

The Cost Approach to value method is defined on page 81 of the aforementioned text reference as “A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of, or replacement for the existing structure; deducting accrued depreciation from the reproduction or replacement cost and adding the estimated land value plus entrepreneurial profit. Adjustments may then be made to the indicated fee simple value of the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.” The theory of this approach follows that of all three approaches to value and is predicated on the principle of substitution. The process follows a five-step process that is noted below:

The subject site is valued as if vacant and ready to be put to its highest and best use. This value conclusion has been presented in the Sales Comparison Approach Section.

Again, this appraisal report is based on the estimation of the replacement cost new of the improvements in the proposed acquisition (the entire site in this case) and do not include any other items.

The third step focuses on the estimation of accrued depreciation or diminished utility based on the structures actual age and the effective age based on level of on going maintenance and repair. The estimated depreciation is then deducted from the cost new calculation in order to arrive at the estimated value of the fee simple depreciated cost of the subject. The last step sums the depreciated cost of the structure/site improvements with the estimated land value conclusion plus an allocation for entrepreneurial incentive.

The end result is the estimated value of the fee simple interest of the subject property via the cost approach.

320 – BUILDING AND SITE IMPROVEMENT COST ESTIMATE

Replacement cost is defined by the Appraisal Institute as “The estimated cost to construct, at current prices as of the effective appraisal date, a building with utility equivalent to the building being appraised, using modern materials, and current standards, design, and layout.” This is not a consideration in the analysis of the subject due to the limited scope of the reporting format and the fact the site is vacant.

The only “improvements” considered in this analysis are site improvements. These consist of approximately 2,232 lineal feet (based on twice the length and width less the 16 foot gate area) of five-strand barbed wire fencing, a sixteen foot cattle entry gate and some water supply for the cattle. The estimated value for the subject site improvements is predicated on their depreciated contributory value.

DEPRECIATION CHART – SITE IMPROVEMENTS IN PROPOSED ACQUISITION

Improvement	Qty	Units	Unit Price	Replace Cost	Eff. Age	Econ. Life	Depr. %	Cont. Value
Barbed Wire Fence	2,232	LF	\$2.00	\$4,464	5 yrs	10 yr	50%	\$2,232
Gate	LS	LS	\$300	\$ 300	5 yrs	10 yr	50%	\$ 150
	LS	LS	\$3000	\$3,000	5 yrs	10 yr	50%	\$1,500
Totals				\$7,764				\$3,882

These costs are based on conversations with local suppliers and fence companies in the Fort Myers/Buckingham area.

330 – INDICATED VALUE BY THE COST APPROACH

REPRODUCTION/REPLACEMENT COST NEW	\$ N/A
LESS: TOTAL ACCRUED DEPRECIATION	<u>\$ N/A</u>
DEPRECIATED VALUE OF THE BUILDINGS:	\$ N/A
Plus: Contributory Value of Site Improvements	\$ 3,882
Plus: Estimated Site Value	\$1,940,000
Plus: FF&E	<u>\$ N/A</u>
INDICATED VALUE VIA THE COST APPROACH	\$1,943,882

The appraisal format for this parcel is predicated on the entire parent tract as this would be and is predicated on a total purchase by the County and/or FDOT. I feel that the quality and quantity of the data utilized in estimating the contributory value of the site improvements is sufficient and provides a supportable estimate of value.

335 – SALES COMPARISON APPROACH – WHOLE PROPERTY

This approach to value, in the case of the subject property, is not included, as the site is vacant pastureland.

340 – COLLECTION OF COMPARABLE SALES

This section, as the one above does not relate to the appraisal problem under consideration in the case of the subject. Thus it will not be utilized but it was considered.

345 – THE COMPARABLE SALES ADJUSTMENT GRID

There is no need for a comparable sales grid beyond that of the land value analysis section. That is due to the lack of vertical improvements on the site. Further, **sections 350 through 386** have been considered but will not be applied to the subject property under this format that is limited to the subject land value and site improvements.

5-Year Sales History

Metro Parkway Widening Project
STRAP No. 19-45-25-00-00004.0030

NO SALES in PAST 5 YEARS

WALK-ON

Lee County Board Of County Commissioners

Agenda Item Summary

Blue Sheet No. 20040412

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Agreement for Purchase of Buyers Interest in a contract and approve the purchase of the subject property (6.81 ac.±) identified in the Agreement for the acquisition of property located at 13930 Metro Parkway, Fort Myers (STRAP No. 19-45-25-00-00004.0030) in the amount of \$1,930,000.00, pursuant to the terms and conditions set forth in the Agreement. Authorize the Division of County Lands to handle and accept all documentation* necessary to complete the transaction. Also, approve budget transfers in the amount of \$2,000,000.00 and amend the FY 03-04 Capital Improvement Program Budget.

*and do those things Jlf

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

WHAT ACTION ACCOMPLISHES: The purchase of land for road widening and drainage purposes.

2. DEPARTMENTAL

CATEGORY:

COMMISSION DISTRICT #

3. MEETING DATE:

4-6-04

4. AGENDA:

CONSENT
ADMINISTRATIVE
APPEALS

PUBLIC
X WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

STATUTE
ORDINANCE
ADMIN.
CODE
X OTHER

6. REQUESTOR OF INFORMATION:

A. COMMISSIONER
B. DEPARTMENT Transportation
C. DIVISION

BY: Scott M. Gilbertson

7. BACKGROUND: This property is proposed to be acquired as a pond site for the expansion of Metro Parkway from Six Mile to Daniels. The acquisition is necessary at this time due to the rapid pace of development in the corridor as well as to secure the site so that the roadway project can continue on schedule. A majority of the cost for the acquisition is potentially reimbursable from the state (FDOT) after July 1 2004. A Joint Project Agreement with the state is in process and will be brought to the Board for approval in the near future.

Interest to Acquire : Fee Simple.

Jlf

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
4/5/04 [Signature]	NA	NA		[Signature] 4-5-04	QA [Signature] 4-5-04	OM [Signature] 4/5/04	Risk [Signature] 4/5/04	GC [Signature] 4-5-04	[Signature] 4-5-04

10. COMMISSION ACTION:

APPROVED
DENIED
DEFERRED
OTHER

REC'D. 4/5/04
By CO. ATTY.
2:30pm
CO. 4/5/04
FORWARDED TO:
Budget
2:30pm

RECEIVED BY
COUNTY ADMIN: RK
7/5/04
2:15pm
COUNTY ADMIN
FORWARDED TO: PL
4-5-04
4:30pm

7. BACKGROUND (Cont'd.):

Property Details: Owner - Warren E. Hagen, Trustee
Property Address - 13930 Metro Parkway

Purchase Details: Purchase Price - \$1,930,000.00
Costs to Close - Approximately \$5,000.00

Appraisal Information: Appraised by David Vaughan, MAI - estimated value is \$1,930,000.00.

Funds will be made available in the following account:

- 20: Capital Improvement Project
- 5022: Metro Pkwy. -6 Mile to Daniels
- 506540: Improvement Construction
- 30700: Transportation Capital Improvement