

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

Blue Sheet No. 20041024

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$85,000 for Parcel 102, Ten Mile Linear Park, Project No. 2001, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must authorize the making of a binding offer to a property owner prior to initiation of condemnation proceedings.

WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 2 and 5

C6D

3. MEETING DATE:

08-24-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE 73 & 125
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
 - B. DEPARTMENT Independent
 - C. DIVISION County Lands 8-16-04
- BY: Karen L. W. Forsyth, Director

7. BACKGROUND:

Negotiated for: Department of Construction and Design and the Division of Public Parks and Recreation

Interest to Acquire: Fee interest in 6.50 acres of property encumbered by the Ten Mile Canal.

Property Details:

Owner: Reynold F. Berti

Purchase Details:

Binding Offer Amount: \$85,000

Appraisal Information:

Company: Coastal Engineering Consultants, Inc., by William H. Reeve, III, MAI, SRA

Appraised Value: \$85,000

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

Account: 20200118700.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Letter, Sales History

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>			<i>AD 8/10</i>	<i>John Reeve 8-11-04</i>	<i>Cyran 8/12/04</i>				<i>8-10-04</i>
					OA	OM	Risk	GC	
					<i>8/12/04</i>	<i>8/12/04</i>	<i>8/12/04</i>	<i>8/12/04</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>8/11/04</i>
Time: <i>2:05</i>
Forwarded To: <i>Cc Admin. 8/11/04 3pm</i>

RECEIVED BY COUNTY ADMIN:
<i>8/11/04</i>
<i>4:35 pm 8/11</i>
COUNTY ADMIN FORWARDED TO: <i>ll</i>
<i>8/12/04</i>
<i>3:30pm</i>

This document prepared by
Lee County Division of County Lands
Project: Ten Mile Linear Park Project 2001
Parcel: 102

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 _____, 2004 by and between Reynold F. Berti, hereinafter referred to as SELLER, whose address is _____, 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 6.5 acres more or less, and located along Ten Mile Canal and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Ten Mile Linear Park Project, No. 2001, 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 Eighty five thousand and no/100 dollars (\$85,000.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$85,000, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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

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

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

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

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

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

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

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

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

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

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

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

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

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

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

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Reynold F. Berti (DATE)

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

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)



Bean, Whitaker, Lutz & Kareh, Inc.

13041 McGregor Boulevard
Fort Myers, Florida 33919-5910
email - fmoffice@bwk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

LEGAL DESCRIPTION

Ten Mile Linear Park
Parcel 102

A parcel of land in Section 25, Township 45 South, Range 24 East, Lee County, Florida, more particularly described as follows:

Begin at the northeast corner of Section 25, Township 45 South, Range 24 East, thence S.01°00'33"E. along the east line of the northeast quarter of said Section 25 for 2644.69 feet to an intersection with the south line of said northeast quarter; thence S.89°05'33"W. along said south line for 110.00 feet to an intersection with the west line of Canal "A" of the former Iona Drainage District; thence N.00°52'45"W. along said west line for 2644.73 feet to an intersection with the north line of the northeast quarter of the aforementioned Section 25; thence N.89°06'45"E. along said north line for 104.00 feet to the point of beginning.

Bean, Whitaker, Lutz & Kareh, Inc.
Certificate Of Authorization Number LB0004919

Date: 18 FEB 04

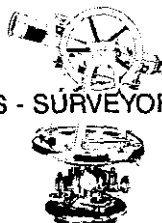
James R. Coleman
Registered Land Surveyor
Florida Certificate Number 3205

BWLK34377Parcel 102.doc

PRINCIPALS:

- WILLIAM E. BEAN, PSM, CHAIRMAN
- SCOTT C. WHITAKER, PSM, PRESIDENT
- JOSEPH L. LUTZ, PSM
- AHMAD R. KAREH, PE, MSCE, VICE PRESIDENT

CONSULTING ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS

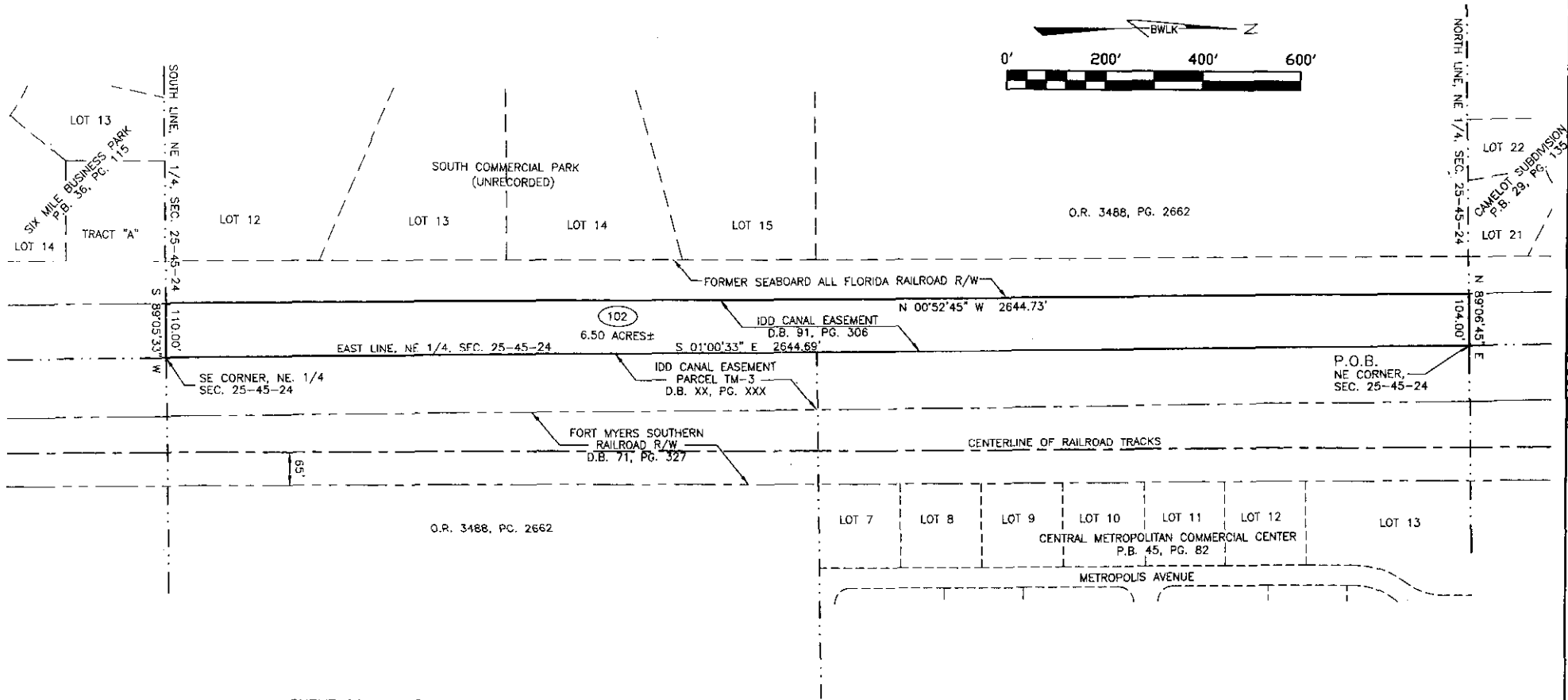
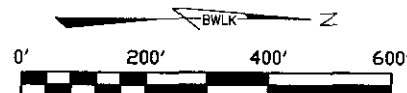


ASSOCIATES:

- TRACY N. BEAN, AICP
- CHARLES D. KNIGHT, PSM
- W. BRITT POMEROY, JR., PSM
- STEPHEN H. SKORUPSKI, PSM
- ELWOOD FINERFIELD, PSM
- JAMES A. HESSLER, PSM
- JAMES R. COLEMAN, PSM
- RUODOLF A. NORMAN, PE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

OF
A PARCEL OF LAND
LYING IN
SECTION 25, TOWNSHIP 45 SOUTH, RANGE 24 EAST,
LEC COUNTY, FLORIDA



SURVEYORS NOTES

1. THE ATTACHED SKETCH IS INTENDED TO BE A GRAPHIC REPRESENTATION OF THE LANDS DESCRIBED HEREON AND IS NOT TO BE CONSIDERED A SURVEY.
2. THE BEARINGS SHOWN HEREON ARE BASED ON THE STATE PLANE COORDINATE SYSTEM FOR THE WEST ZONE OF FLORIDA, NORTH AMERICAN DATUM OF 1983 (NAD83), 1990 ADJUSTMENT.
3. REPRODUCTIONS OF THE ATTACHED SKETCH ARE NOT VALID UNLESS SEALED WITH AN EMBOSSED SURVEYORS SEAL.

BEAN, WHITAKER, LUTZ & KAREH, INC.
CERTIFICATE OF AUTHORIZATION NUMBER LB0004919

James R. Coleman DATE: 10/23/04
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (LB 4919)					
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS					
13041-1 MOOREDOOR BOULEVARD, FORT MYERS, FLORIDA 33916-8910 (236) 481-1331					
PCL-102.DWG					
DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
02-17-04	34377	J.R.C.	1" = 200'	1 OF 1	25-45-24

Exhibit "A"

25-45-24
101/102

Memorandum
From The
Office Of County Lands

Date: 7/2/2003

To: Michele S. Mcneill SR/WA
Property Acquisition Agent

From: Kenneth Pitt
Title Examiner

RE: I.D.D. Canal A, A/K/A Ten Mile Canal/Ten Mile Linear Park, Project #2001.

Search Request: Determine the owners of the lands that comprise I.D.D. Canal A/Ten Mile Canal in Section 25, Township 45 South, Range 24 East. Said search area being the easterly boundary of said section lying east of the Right of Way of the former Seaboard All-Florida Railway Right of Way.

The Canal of the former Iona Drainage District (dissolved) was established by that certain instrument between Iona Fruit & Trucking Company (a Florida Corporation and was at that time fee title holder of the land in question) and Iona Drainage District (a Florida Drainage Corporation) recorded in Deed Book 91 Page 306, Public Records, Lee County, Florida. The Canal ran the length of the entire easterly boundary line of the aforementioned section, varying in width from 104 feet to 114 feet and is bounded on the west by the land of the former Seaboard All-Florida Railway. Said conveyance granted the Iona Drainage District an easement over said land and did not grant fee title to said land.

The fee title to the land comprising Canal A/Ten Mile Canal will be further explained in the following 3 segments:

Parcel 1) Pertains to fee title to I.D.D. Canal A/Ten Mile Canal in the Northeast Quarter of Section 25, Township 45 South, Range 24 East:

- A) Iona Fruit & Trucking Company acquired fee title to the easterly $\frac{1}{2}$ of Section 25, Township 45 South, Range 24 East by Deed recorded in Deed Book 57 Page 160, Public Records of Lee County, Florida.
- B) Said company then conveyed an easement for right of way, holding basins of other works to the Iona Drainage District by that certain instrument dated 7/10/1923, recorded 11/28/1925 in Deed Book 91 Page 306, Public Records Lee County, Florida.
- C) Iona Fruit & Trucking Company conveyed the northeast $\frac{1}{4}$ of the aforementioned section, township and range to J.R. Amos and J.B. Claypool by that certain instrument dated 3/10/1925, recorded 4/9/1925 in Deed Book 78 page 77 Public Records Lee County, Florida.

- D) J.R. Amos and J.B. Claypool the North ½ of the aforesaid section, township and range to J.M. Cosgrove and Company by that certain instrument dated 3/20/1925 recorded 4/21/1925 in Deed Book 75 Page 195, Public Records of Lee County, Florida.
- E) J.M. Cosgrove and Company then conveyed the N ½ of S25, S45 S, R24 E to Thomas E. Walton by that certain instrument dated 5/1/1925, recorded 5/14/1925 in Deed Book 78 Page 401, Public Records of Lee County, Florida.
- F) Thomas E. Walton conveyed the N ½ of S25, T45 S, R24 E, to William A. Wiedersheim by that certain instrument dated 1/15/1926, recorded 2/9/1926 in Deed Book 96 Page 121, Public Records of Lee County, Florida.
- G) The Iona Drainage District then conveyed to William A Wiedersheim the NE ¼ of S25, T45 S, R24 E, by that certain instrument dated 8/15/1947 recorded 9/28/1947 in Deed Book 182 Page 74, Public Records of Lee County, Florida. This deed, excepted rights of way of public roads and of the Iona Drainage District. Note there is no deed of record conveying the NE ¼ to the Iona Drainage District.
- H) A Quitclaim Deed from Katherine W. Gribbel, nee Wiedersheim and her husband William J. Gribbel to Martha W. Wiedersheim by that certain instrument dated 8/25/1961, recorded 9/29/1961 in Official Record Book 86 Page 532, Public Records of Lee County, Florida. Conveyed the N ½ of S25, T45 S, R24 E.
- I) Martha W. Wiedersheim, individually and as sole beneficiary under the Last Will and Testament of William A. Wiedersheim to Claude E. Taylor, Trustee, by that certain instrument dated 9/26/1961, recorded 9/29/1961 in Official Record Book 86 Page 534, Public Records of Lee County, Florida. Conveyed the N ½ of S25, T45 S, R24 E, subject to R.O.W. of Seaboard Airline Railroad (F/K/A Seaboard All Florida Railway) and R.O.W. of Iona Drainage District.
- J) Claude E. Taylor, Trustee, to George Sanders by that certain instrument dated 8/23/1965, recorded 8/25/1965 in Official Record Book 315 Page 395, Public Records Lee County, Florida. Conveyed N ½ of N ½ S 25, T 45 S, R 24 E, subject to Seaboard Airline Railroad (A/K/A Seaboard All Florida Railway), R.O.W. of State Road 45 and Right of Way of I.D.D.
- K) George Sanders to J.V. Lamantia an undivided ½ interest in the N ½ of the N ½ of S 25, T 45 S, R 24 E, by that certain instrument dated 8/23/1965 recorded 9/28/1965 in Official Record Book 320 Page 550. Said conveyance made subject to the R.O.W. of Seaboard Airline Railroad, R.O.W. of State Road 45 and R.O.W. of I.D.D.
- L) Deed from George Sanders and J.V. Lamantia to Stanley Courtney an undivided ½ interest and Granville Keller and Cathryn Keller, husband and wife an undivided ½ interest in the N ½ of the N ½ of S 25, T 45 S, R 24 E, subject to R.O.W. of Seaboard Airline Railroad, R.O.W. of State Road 45 and R.O.W. of I.D.D. by that certain instrument dated 3/23/1966, recorded 4/21/1966 in Official Record Book 352 Page 242.

- M) Deed from Claude E. Taylor Individually and as Trustee to Reynold F. Berti conveyed the S ½ of the N ½ of S 25, T 45 S, R 24 E, subject to R.O.W. of Seaboard Airline Railroad, R.O.W. of Atlantic Coast Line Railroad, R.O.W. of U.S. Highway No. 41 and R.O.W. of former I.D.D. by that certain instrument dated 4/26/1966, recorded 5/5/1966 in Official Record Book 354 Page 442.
- N) Deed from Reynold F. Berti to Keith A. Miller, Trustee by that certain instrument dated 12/10/1970, recorded 12/18/1970 in O.R. 648 Page 72, Public Records Lee County, Florida. Conveys S ½ of the N ½ of S 25, T 45 S, R 24 E, Less road rights of way and railroad rights of way and less the former Iona Drainage District Right of Way. Reynold F. Berti did not convey any interest he had to the land comprising the Iona Drainage District Canal A/Ten Mile Canal, it is hereby assumed he still retains fee to said land as it runs through said South ½ of the N ½ of Section 25, Township 45 South, Range 24 East. A check of the records of the Clerk of Courts show that there have been no Surrogates proceedings for Reynold F. Berti though this deed shows he is from Wayne County in the State of Michigan.**
- O) Quitclaim deed from Granville W. Keller and Cathryn Keller to Granville W. Keller an undivided ¼ interest and Cathryn Keller an undivided ¼ interest, by that certain instrument dated 3/23/1971 and recorded 3/24/1971 in Official Record Book 673 Page 185, Public Records Lee County, Florida. Conveys the N ½ of the N ½ of S 25, T 45 S, R 24 E, subject to R.O.W. of Seaboard Airline Railroad, R.O.W. of State Road No. 45 and R.O.W. of the I.D.D.

P) Deed from Stanley G. Courtney and Betty P. Courtney ux, as to an undivided ½ interest and Granville W. Keller as to an undivided ¼ interest and Cathryn Keller as to an undivided ¼ interest to David W. Meyer, Trustee; by that certain instrument dated 1/11/1972 and recorded 1/13/1972 in Official Record Book 768 Page 451. Conveyed the N ½ of the N ½ of Section 25, Township 45 South, Range 24 East; Less: Seaboard All Florida Railway R.O.W., U.S. 41 R.O.W. and Iona Drainage District Right of Way. There is no conveyance of record from the grantors herein as to the land comprising the Iona Drainage District Canal A/Ten Mile Canal. Granville W. Keller died on 5/8/1979, the distribution of his estate is subject to whether the Granville W. Keller Trust was in existence at the time of his death(L.W.&T recorded in O.R. Book 1353 Page 1371, Letters of Administration recorded in O.R. Book 1353 Page 1378, Order of Discharge recorded in O.R. Book 1761 Page 4028.)Cathryn Keller died on 3/19/1986, item#5 of her Last Will & Testament bequeathed to her daughter Kathlyn K. Blackburn any and all interest she may own in Lee County, Florida.(L.W.&T recorded in O.R. Book 1838 Page 4612, First Codicil recorded in O.R. Book 1838 Page 4617 and Letters of Administration recorded in O.R. Book 1838 Page 4620.) Kathlyn Keller Blackburn died 7/28/1989, the property in question is made subject to distribution under a certain Revocable Living Trust Agreement made by the decedant on 6/3/1989 as referenced in her Last will & Testament(L.W.&T. recorded in O.R. Book 2093 Page 901, Letters of Administration recorded in O.R. Book 2093 Page 908 and Order of Discharge recorded in O.R. Book 2265 Page 1098. Thomas E. Blackburn (husband of Kathlyn Keller Blackburn) died on 4/6/2003 the property in question, if he had an interest through distribution under trust Agreements noted above would be subject to distribution under the Fourth Amendment and Restatement of Trust Agreement as referenced in his Last Will & Testament(L.W.&T. recorded in O.R. Book 3940 Page 2235 and Letters of Administration recorded in O.R. Book 3940 Page 2240.)North Trust Bank of Florida, N.A. was the appointed Personal Representative of the above Estates. Stanley G. Courtney died on 3/19/1986 and his estate is to be distributed subject to the terms of The Revocable Living Trust of Stanley G. Courtney as referenced in his Last Will and Testament(L.W.&T. recorded in O.R. Book 1764 Page 56, Letters of Administration recorded in O.R. Book 1764 Page 574 and Order of Discharge recorded in O.R. Book 1939 Page 3982.)

Parcel 2) Pertains to fee title to I.D.D. Canal A/Ten Mile Canal in the Southeast Quarter of Section 25, Township 45 South, Range 24 East:

- A) Iona Fruit & Trucking Company acquired fee title to the easterly $\frac{1}{2}$ of Section 25, Township 45 South, Range 24 East by Deed recorded in Deed Book 57 Page 160, Public Records of Lee County, Florida.
- B) Said company then conveyed an easement for right of way, holding basins of other works to the Iona Drainage District by that certain instrument dated 7/10/1923, recorded 11/28/1925 in Deed Book 91 Page 306, Public Records Lee County, Florida. Affecting the Easterly most part of S 25, T 45 S, R 24 E.
- C) Iona Fruit & Trucking Company then conveyed the S.E. $\frac{1}{4}$ of S 25, T 45 S, R 24 E, to Dunham & Bolick, Inc., by that certain instrument recorded in Deed Book 117 Page 451, Public Records of Lee County, Florida.
- D) The Iona Drainage District then acquired fee title to the N.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ and the S.E. $\frac{1}{4}$ of the S.E. $\frac{1}{4}$ of S 25, T 45 S, R 24 E, by Special Masters Deed dated 8/10/1938, recorded 8/10/1938 in Deed Book 131 Page 40; also by Special Masters Deed dated 8/10/1938 recorded 8/10/1938 in Deed Book 131 Page 51, Public Records of Lee County, Florida.
- E) Edward C. Allen, as receiver of Iona Drainage District conveyed to Iona Corporation, the S.E. $\frac{1}{4}$ of S25, T 45 S, R 24 E, less: Seaboard Airline Railway R.O.W. through said lands, by that certain instrument dated 10/3/1938, recorded 2/21/1939 in Deed Book 131 Page 586, Public Records of Lee County, Florida.
- F) Iona Corporation then conveyed the S.E. $\frac{1}{4}$ of S 25, T 45 S, R 24 E, subject to all rights of way of Iona Drainage District, public roads and highways, railroad and other utility rights of way, to Robert Cody Brown, Trustee, by that certain instrument dated 8/14/1947, recorded 8/21/1947 in Deed Book 181 Page 178, Public Records of Lee County, Florida.
- G) Robert Cody Brown, Trustee then conveyed the East $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of S 25, T 45 S, R 24 E, subject to all the rights of way of Iona Drainage District, public roads and highways, railroad and other utility rights of way; to John D. Powell by that certain instrument dated 1/22/1948, recorded 2/25/1948 in Deed Book 185 Page 434, Public Records of Lee County, Florida.
- H) Quitclaim Deed from Mary L. Brown, wife of Robert Cody Brown to John D. Powell, conveying the East $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of S 25, T 45 S, R 24 E, by that certain instrument dated 2/19/1948, recorded 2/25/1948 in Deed Book 185 Page 440, Public Records of Lee County, Florida.
- I) Quitclaim Deed from Priscilla Dunham, as sole surviving Director and Trustee in Dissolution of Dunham-Bolick Incorporated to John D. Powell, conveying the East $\frac{1}{2}$ of the S.E. $\frac{1}{4}$ of S 25, T 45 S, R 24 E, by that certain instrument dated 2/27/48, recorded 3/19/1948 in Deed Book 186 Page 251, Public Records of Lee County, Florida.

J) Deed from John D. Powell and Katherine Wilson Powell ux, to Rex H. White conveying the East ½ of the S.E. ¼ of Section 25, Township 45 South, Range 24 East, Less: the rights of way of Iona Drainage District and the S.A.L.R.R. right of way; by that certain instrument dated 9/4/58, recorded 9/4/1958 in Deed Book 289 Page 349. John D. Powell of Katherine Wilson Powell did not convey of record, fee title to the I.D.D. Canal A/Ten Mile Canal and there is no record of either of them having died. It is therefore assumed that fee title to the former I.D.D. Canal A/Ten Mile Canal is still in John D. Powell.

K) Note: the Iona Drainage District was dissolved, all easement and other property rights were given to Lee County by Senate Bill No. 633 and House Bill No. 2421.

CERTIFICATE OF VALUE

Item/Segment: N/A
State Road: N/A
County: Lee
Managing District: N/A
FAP No.: N/A
Parcel No.: 102

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

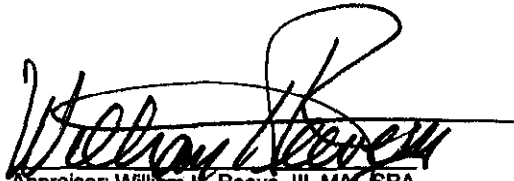
1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions and is my personal, unbiased, professional analyses, opinions and conclusions.
3. I have no present or prospective 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 an existing drainage easement for a community park known as "Ten Mile Linear Park Project" to be constructed by Lee County Florida.
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 Lee County and I will not do so until authorized by Lee County 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 22 day of June, 2004, is: \$85,000.

Market Value should be allocated as follows:

Land:	\$ 85,000	Land Area (Ac/SF):	<u>6.50 Ac</u>
Improvements:	\$ 0	Land Use:	<u>Drainage Easement</u>
Net Damages &/or Cost to Cure:	\$ <u>n/a</u>		
Total:	\$ 85,000		

06/30/2004
Date


Appraiser: William H. Reeve, III, MA, SRA
State Certified General Real Estate Appraiser RZ943

5-Year Sales History

Parcel No. 102

Ten Mile Linear Park Project, No. 2001

NO SALES in PAST 5 YEARS