

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

Blue Sheet No. 20041025

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$75,000 for Parcel 103, 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

C6E

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 8-6-04
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 5.72 acres of property encumbered by the Ten Mile Canal.

Property Details:

Owner: Harry Dean Raby and Helen Virginia Raby nka Helen Virginia Johnson

Purchase Details:

Binding Offer Amount: \$75,000

Appraisal Information:

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

Appraised Value: \$75,000

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
					OA	OM	Risk	GC	
<i>K. Forsyth</i>			<i>DAD 8/10</i>	<i>John Hess 8-11-04</i>	<i>John Hess 8-11-04</i>	<i>8/12/04</i>	<i>8/12/04</i>	<i>P.M 8/12/04</i>	<i>8-10-04</i>

10. COMMISSION ACTION:

_____ APPROVED
_____ DENIED
_____ DEFERRED
_____ OTHER

Rec. by CoAtty
Date: *8/11/04*
Time: *2:05*
Forwarded To:
*Co. Adm.
8/11/04 3:04*

RECEIVED BY
COUNTY ADMIN.
8/11/04
4:35 pm SLJ
COUNTY ADMIN.
FORWARDED TO: *PKLW*
8/12/04
3:30 pm

This document prepared by
Lee County Division of County Lands
Project: Ten Mile Linear Park Project 2001
Parcel: 103

**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 Harry Dean Raby and Helen Virginia Raby, nka Helen Virginia Johnson, 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 5.72 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 Seventy five thousand and no/100 dollars (\$75,000.00), 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 \$75,000, 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:

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Harry Dean Raby (DATE)

SELLER:

Helen Virginia Raby (DATE)
NKA Helen Virginia Johnson

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 - fmooffice@bwlk.net
(Ph) 239-481-1331 (Fax) 239-481-1073

LEGAL DESCRIPTION

Ten Mile Linear Park
Parcel 103

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

Commence at the northeast corner of the southeast quarter of Section 24, Township 45 South, Range 24 East, thence S.01°27'04"E. along the east line of the southeast quarter of said Section 24 for 192.69 feet to an intersection with the south right of way line of Daniels Road and the point of beginning of the herein described parcel of land; thence continue S.01°27'04"E. along said east line for 2451.87 feet to an intersection with the south line of the southeast quarter of the aforementioned Section 24; thence S.89°06'45"W. along said south line for 104.00 feet to an intersection with the west line of Canal "A" of the former Iona Drainage District; thence N.01°20'33"W. along said west line for 2447.73 feet to an intersection with the aforementioned south right of way line of Daniels Road, being a point on the arc of a circular curve concave to the northwest bearing S.02°45'41"E. from the radius point of said curve; thence northeasterly along the arc of said curve having for its elements a radius of 5834.58 feet and a central angle of 00°58'34" for 99.41 feet to the point of beginning

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

Date: 18 FEB 04

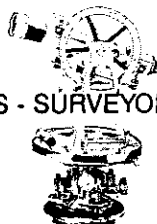
James R. Coleman
Registered Land Surveyor
Florida Certificate Number 3205

BWLK34377Parcel 103.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 FINEFIELD, PSM
- JAMES A. HESSLER, PSM
- JAMES R. COLEMAN, PSM
- RUDOLF A. NORMAN, PE

SKETCH TO ACCOMPANY LEGAL DESCRIPTION

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

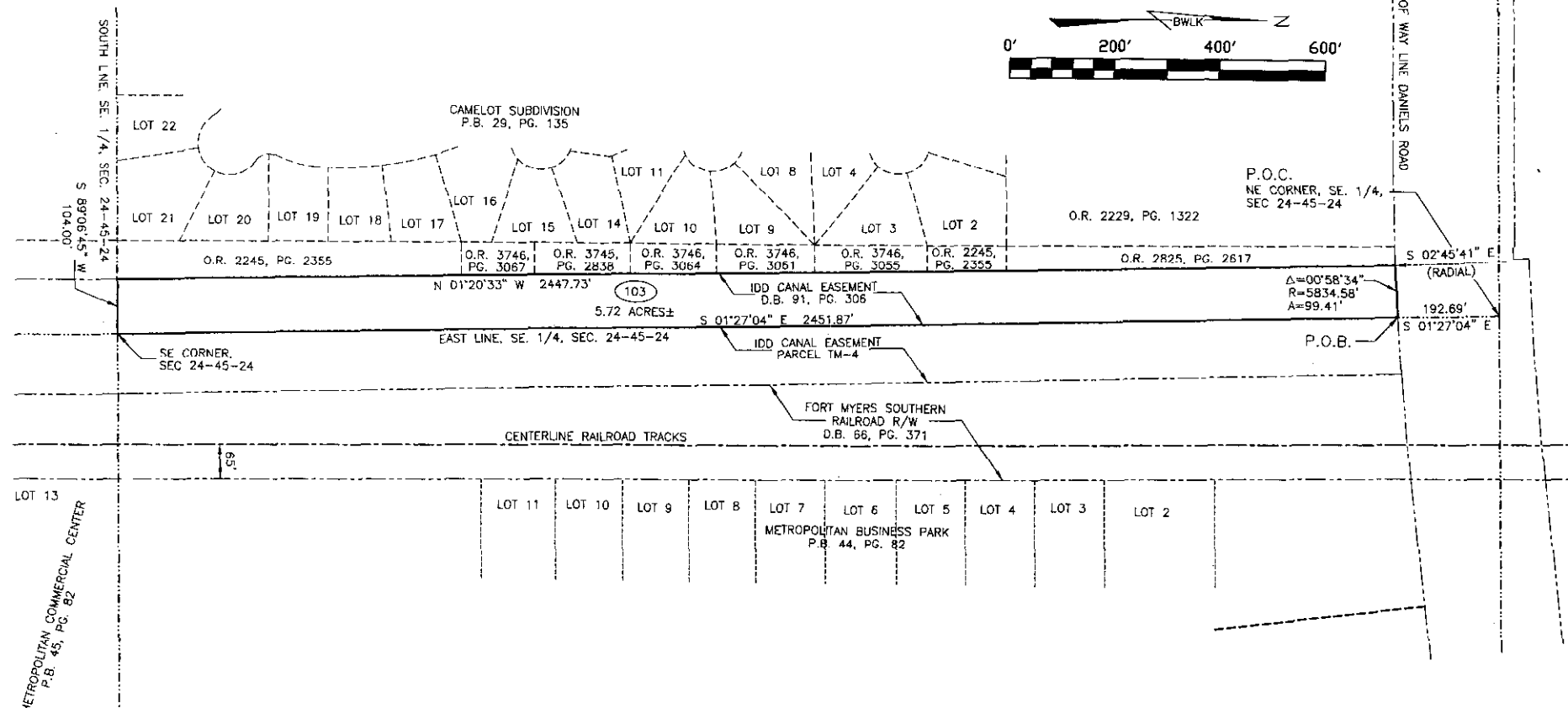
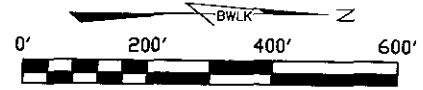


Exhibit "A"

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: 12/20/04
JAMES R. COLEMAN
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NUMBER 3205

Bean, Whitaker, Lutz & Kareh, Inc. (L2 4919)
CIVIL ENGINEERS - SURVEYORS AND MAPPERS - PLANNERS
12041-1 MOOREBROOK BOULEVARD, FORT MYERS, FLORIDA 33916-8910 (238) 481-1331

PCL-103.0WG					
DATE	PROJECT NO.	DRAWN BY	SCALE	SHEET	FILE NO. (S-T-R)
02-16-04	34377	J.R.C.	1" = 200'	1 OF 1	24-45-24

24-45-24

103

**Memorandum
From The
Office of County Lands**

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

From: Kenneth Pitt
Title Examiner

KMP

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

Search Request: Determine the owners of the lands that comprise I.D.D.
Canal A/Ten Mile Canal in Section 24, Township 45 South, Range 24 East.
Said canal runs the entire easterly boundary of said section, its width varying
between 93 feet and 104 feet.

The Canal of the former Iona Drainage District(dissolved) was established
as an easement in a certain instrument between Iona Fruit and Trucking
Company (a dissolved Florida Corporation-which was fee title holder of
land in question-Grantor) and Iona Drainage District (a Florida Drainage
Corporation-dissolved-Grantee) recorded in Deed Book 91 Page 306, Public
Records of Lee County Florida.

The fee title to the land comprising Canal A/Ten Mile Canal in Section 24,
Township 45 South, Range 24 East will be further explained in the following
2 segments:

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

- A) Iona Fruit & Trucking Company acquired fee title to the Easterly $\frac{1}{2}$ of Section 24, Township 45 South, Range 24 East by Quitclaim deed from Caloosahatchee Bay Development Company recorded in Deed Book 57 Page 160, Public records of Lee County Florida. No deed was found of record into said Caloosahatchee Bay Development Company, prior title may be found in Monroe County records. Lee County was created from a portion of what was once Monroe County.
- B) Iona Fruit & Trucking Company then conveyed the Northeast $\frac{1}{4}$ of Section 24, Township 45 South, Range 24 East, to Simon Rosin, B.F. Welles and M.F. Johnson Investment Company, by deed recorded in Deed Book 77 Page 105, Public Records of Lee County, Florida.
- C) Iona Fruit and Trucking Company granted the right, benefit, privilege, easement, license and use of the property comprising Canal A/Ten Mile Canal in Section 24, Township 45 South, Range 24 East, for right of way, holding basins or other works, etc., by that certain instrument, recorded in Deed Book 91 Page 306, Public Records of Lee County, Florida. Though Iona Fruit & Trucking Company had conveyed fee in a document recorded earlier than this document, this document was dated almost 2 years prior to said conveyance.
- D) Iona Drainage District acquired the fee title to the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, Township 45 South, Range 24 East, less railroad right of way, by Special Master's Deed recorded in Deed Book 131 Page 34, Public Records of Lee County, Florida.
- E) Iona Drainage District acquired the fee title to the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 24, Township 45 South, Range 24 East, by Special Master's Deed recorded in Deed Book 135 Page 567.
- F) Iona Drainage District received another Special Master's Deed for the SE $\frac{1}{4}$ of the NE $\frac{1}{4}$, this time less railroad right of way, by deed recorded in Deed Book 135 Page 571.
- G) Iona Drainage District conveyed title to the N $\frac{1}{2}$ of Section 24, Township 45 South, Range 24 East, to Iona Corporation by deed recorded in Deed Book 131 Page 592, subject to all rights of way existing in and over said land, especially the rights of way of Iona Drainage District Canals.

- H) Iona Corporation conveyed the N 1/2 of Section 24, Township 45 South, Range 24 East, to Frank Miles Cleveland by deed recorded in Deed Book 177 Page 558, subject to railroad and Iona Drainage District rights of way.
- I) Frank Miles Cleveland conveyed the N 1/2 of Section 24, Township 45 South, Range 24 East to Glendale Land Corporation, subject to railroad and drainage district rights of way by deed recorded in Deed Book 186 Page 539.
- J) Simon Rosin and M.F. Johnson, as Trustees of Tamiami Associates, Inc., gave a Quitclaim deed to Glendale Land Corporation for the S 1/2 of the N 1/2 of Section 24, Township 45 East, Range 24 South, by deed recorded in Deed Book 196 Page 517. No interest by said grantor was found of record.
- K) E. Stern acquired title to the N 1/2 of the N 1/2 of Section 24, Township 45, Range 24 East, by Special Masters Deed recorded in Deed Book 221 Page 520. Said sale at public auction took place on 10/6/1930, however this deed was dated 10/17/1952, so Stern's interest in said land was effectively none as said land was acquired by the Iona Drainage District in foreclosure of tax certificates.
- L) E. Stern gave a Quitclaim deed to Glendale Land Corporation for the N 1/2 of the N 1/2 of Section 24, Township 45 South, Range 24 East, by deed recorded in Deed Book 221 Page 514. No interest by said grantor was found of record.
- M) Glendale Land Corporation conveyed a 1/100th interest in the N 1/2 of Section 24 Township 45 South, Range 24 East, to R.S. Osborn by deed recorded in Deed Book 263 Page 308 Public records of Lee County, Florida, said deed did not refer to the rights of way of the drainage district or railroad.
- N) R.S. Osborn conveyed his 1/100th interest in the N 1/2 of Section 24, Township 45 South, range 24 East, to V.H. Osborn by deed recorded in Deed Book 263 Page 476, Public records of Lee County, Florida, said deed did not refer to the rights of way of the drainage district or railroad.
- O) Glendale Land Corporation conveyed an undivided 1/2 interest in and to the N 1/2 of Section 24, Township 45 South, Range 24 East, to Alexander D. Campbell, as Administrator of the Estate of Robert B. Campbell, Deceased, by deed recorded in Deed Book 264 Page 419. Said deed did not refer to the rights of way of the drainage district or railroad.

- P) Glendale Land Corporation conveyed an undivided 49/100ths interest in and to the N ½ of Section 24, Township 45 South, Range 24 East, to V.H. Osborn by deed recorded in Deed Book 264 Page 423, Public Records of Lee County, Florida. Said deed did not refer to the rights of way of the drainage district or railroad.
- Q) V.H. Osborn conveyed an undivided 36.6309406% interest in and to the N ½ of Section 24, Township 45 South, Range 24 East, to Alexander D. Campbell, as Administrator of the Estate of Robert B. Campbell, deceased, recorded in Deed Book 264 Page 427, Public Records of Lee County, Florida. Said deed did not refer to rights of way of the drainage district or railroad.
- R) V.H. Osborn conveyed his interest in the N ½ of Section 24, Township 45 South, Range 24 East, to Alexander D. Campbell and Margaret Whitmore by Quitclaim Deed recorded in Official Record Book 173 Page 587, Public Records of Lee County, Florida. Said deed made no mention of the rights of way of the drainage district and railroad.
- S) Alexander D. Campbell and Margaret C. Whitmore conveyed the N ½ of the NE ¼ of Section 24, Township 45 South, Range 24 East, to J. Foster Pate Associates, Inc., by deed recorded in Official Record Book 226 Page 248, public Records of Lee County, Florida. Said deed did not refer to the rights of way of the drainage district or railroad.
- T) Alexander D. Campbell and Margaret C. Whitmore conveyed the S ½ of the N ½ of the N ½ of Section 24, Township 45 South, Range 24 East, to J. Foster Pate as Trustee, by deed recorded in Official Record Book 335 Page 159, Public Records of Lee County, Florida. Said deed made no reference to drainage district or railroad rights of way, however said conveyance was subject to easements of record..
- U) Alexander D. Campbell and Margaret Whitmore conveyed the SE ¼ of the NE ¼ of Section 24, Township 45 South, Range 24 East, to J. Foster Pate Associates, Inc by deed recorded in Official Record Book 335 Page 160, Public Records of Lee County, Florida. Said deed made no reference to drainage district or railroad rights of way, however said conveyance was subject to easements of record.
- V) J. Foster Pate, individually and as Trustee conveyed the S ½ of the NE ¼ of the NE ¼ of Section 24, Township 45 South, Range 24 East, to Pate Industries, Inc., by deed recorded in Official Record Book 1210 Page 486, Public Records of Lee County, Florida. Said deed did not refer the rights of way of the drainage district or railroad.

NOTE: Pate Industries-successor of J. Foster Pate Associates, Inc never conveyed title to the land that comprises Canal A/Ten Mile Canal in the NE ¼ of Section 24, Township 45 South, Range 24 East. Title to said land is in question considering that there is no conveyance of record by The Iona Drainage District. The Canal area now appears to encompass what was the former right of way of the Seaboard Airline Railway, which abutted the Canal on the west. No conveyance was found of record from any fee title owner of the NE ¼ into Seaboard establishing said right of way, nor a conveyance from Seaboard to any party conveying said right of way. All easement rights of the Iona Drainage District passed to Lee County via Senate Bill No. 633. Title to all property rights of the Iona Drainage District were vested in the Board of County Commissioners of Lee County by House Bill No. 2421. Based upon my research Lee County would have a claim for the NE ¼ of said section, less railroad right of way, as Iona Drainage District never conveyed said land by recorded document. Said quarter section is now occupied largely by three subdivisions-(1-Villa Pines Plat Book 21 Page 165, 2-Villa Pines Unit 2 Plat Book 30 Page 92, 3-Fort Myers Villas Unit No.8 Plat Book 24 Page 99) and an apartment complex known as Ashlar.

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

- A) Iona Fruit & Trucking Company acquired fee title to the Easterly ½ of Section 24, Township 45 South, Range 24 East by Quitclaim deed from Caloosahatchee Bay Development Company recorded in Deed Book 57 Page 160, Public records of Lee County Florida. No deed was found of record into said Caloosahatchee Bay Development Company, prior title may be found in Monroe County records. Lee County was created from a portion of what was once Monroe County.
- B) Iona Fruit & Trucking Company then conveyed the SE ¼ of Section 24 Township 45 South, Range 24 East, to J.R. Amos and J.B. Claypool by deed recorded in Deed Book 78 Page 78, Public Records of Lee County, Florida.

- C) J.B. Claypool and J.R. Amos conveyed the S ½ of Section 24, Township 45 South, Range 24 East, to Iona Fruit & Trucking Company by deed recorded in Deed Book 75 Page 111, Public Records of Lee County, Florida.
- D) Iona Fruit & Trucking Company conveyed the S ½ of Section 24, Township 45 South, Range 24 East, subject to the right of way of the Seaboard All Florida Railway Company to W.L. Waterman by deed recorded in Deed Book 81 Page 61, Public Records of Lee County, Florida.
- E) Iona Fruit and Trucking Company granted the right, benefit, privilege, easement, license and use of the property comprising Canal A/Ten Mile Canal in Section 24, Township 45 South, Range 24 East, for right of way, holding basins or other works, etc., by that certain instrument, recorded in Deed Book 91 Page 306, Public Records of Lee County, Florida. Though Iona Fruit & Trucking Company had conveyed fee in a document recorded earlier than this document, this document was dated almost 2 years prior to said conveyance
- F) Charles B. Moulthrop acquired the SE ¼ of Section 24, township 45 South, Range 24 East, subject to the right of way of the Seaboard All Florida Railway, by Special Masters Deed recorded in Deed Book 113 Page 575, Public Records of Lee County, Florida.
- G) Charles B. Moulthrop then conveyed the SE ¼ of Section 24, Township 45 South, Range 24 East, subject to the right of way of the Seaboard All Florida Railway, to Frank S. Mott by deed recorded in Deed Book 121 Page 419, Public Records of Lee County, Florida.
- H) Frank S. Mott then conveyed the SE ¼ of Section 24, Township 45 South, Range 24 East, subject to the right of way of the Seaboard All Florida Railway, to L.M. Wilkinson by deed recorded in Deed Book 209 Page 292, Public Records of Lee County, Florida.
- I) L.M. Wilkinson conveyed the SE ¼ of Section 24, Township 45 South, Range 24 East, subject to the right of way of the Seaboard All Florida Railway, to B.B. Hawkins and Bertie V. Hawkins by deed recorded in Deed Book 210 Page 406, Public Records of Lee County, Florida.
- J) B.B. Hawkins and Bertie V. Hawkins conveyed a ½ interest in the SE ¼ of Section 24, Township 45 South, Range 24 East, subject to the right of way of the Seaboard All Florida Railway, to Donald E. Hawkins and Helen I. Hawkins by deed recorded in Deed Book 216 Page 461, Public Records of Lee County, Florida.

- K) B.B. Hawkins and Bertie V. Hawkins conveyed a ½ interest in the SE ¼ of Section 24, Township 45 South, Range 24 East, subject to the right of way of the Seaboard All Florida Railway, to Harry Dean Raby and Helen Virginia Raby by deed recorded in Deed Book 296 Page 404, Public Records of Lee County, Florida.
- L) Donald E. Hawkins, Helen I. Hawkins, Harry Dean Raby and Helen Virginia Raby conveyed the East ½ of the SE ¼ of Section 24, Township 45 South, Range 24 East, subject to easements of record, to Harry Dean Raby and Helen Virginia Raby by deed recorded in Official Record Book 125 Page 278, Public Records of Lee County, Florida.
- M) Harry Dean Raby and Helen Virginia Raby (later known as Helen Virginia Johnson never conveyed the fee title to the land comprising the I.D.D. Canal A/ Ten Mile Canal in the SE ¼ of Section 24, Township 45 South, Range 24 East. No probate proceedings were found for either in Lee County.**

CERTIFICATE OF VALUE

Item/Segment: N/A
State Road: N/A
County: Lee
Managing District: N/A
FAP No.: N/A
Parcel No.: 103

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: \$75,000.

Market Value should be allocated as follows:

Land: \$ 75,000
Improvements: \$ 0
Net Damages &/or
Cost to Cure: \$ n/a
Total: \$ 75,000

Land Area (Ac/SF): 5.72 Ac

Land Use: Drainage Easement

06/30/2004
Date



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

5-Year Sales History

Parcel No. 103

Ten Mile Linear Park Project, No. 2001

NO SALES in PAST 5 YEARS