

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

Blue Sheet No. 20050167

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize: 1) the Division of County Lands to make binding offer to property owner in the amount of \$7,000.00 for Parcels 109A, B, & C, 113C and 117C, Gunnery Road Widening Project No. 4055, pursuant to the Purchase Agreement; 2) the Division of County Lands to handle and accept 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 offers to property owner.

2. DEPARTMENTAL CATEGORY:

06

COMMISSION DISTRICT #

3

CLG

3. MEETING DATE:

03-01-2005

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
- BY: Karen L. W. Forsyth, Director *KLF*

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee, Perpetual Public Utility Easement, Bikepath/Sidewalk, Roadway Drainage and Slope/Restoration Easement and a Slope/Restoration Easement

Property Details:

Owner: Pedro Salazar, III and Linda Salazar, husband and wife
Address: 1553, 1561 & 1593 Gretchen Avenue South, Lehigh Acres
STRAP No.: 04-456-26-05-00010.0270, .0310, .0320, .0330, .0340, .0350, .0360 & .0480

Purchase Details:

Purchase Price: \$7,000
Costs to Close: Approximately \$750

Appraisal Information:

Company: Carlson Norris & Associates, Inc.
Appraised Value: Salient appraisal data attached

Staff Recommendation: Staff is of the opinion that the purchase price increase of approximately \$1,905, above the appraised values, can be justified considering the costs associated with condemnation proceedings, estimated between \$2,000 and \$3,000 each. Staff recommends the Board approve the Requested Motion.

Account: 20405518803.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Letter, Area Map

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>KLF</i>			<i>ASL</i>	<i>ASL</i>			<i>5/2/05</i>	<i>1/1/05</i>	<i>2-17-05</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN: *[Signature]*
2/16/05
3:15 pm
COUNTY ADMIN
FORWARDED TO: *[Signature]*

Rec. by CoActy
Date: 2/15/05
Time: 10:26
Forwarded To:

This document prepared by:

Lee County

County Lands Division

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

Parcels: 109A, B & C, 113C & 117C

STRAP No.: 04-45-26-05-00010.0270, .0310, .0320, .0330, .0340,
.0350, .0360 and .0480

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this _____ day of _____, 20____ by and between **Pedro Salazar, III and Linda N. Salazar, a/k/a Linda Navarez Salazar, and a/k/a Linda Salazar, husband and wife**, whose address is 856 Pine Court, Immokalee, FL 33142, Owner, hereinafter referred to as SELLER, 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 100 square feet, in fee, located and described as set forth in Exhibit "A", attached hereto and made a part hereof by reference, a perpetual, non-exclusive public utility easement consisting of +/-600 square feet, located and described as set forth in Exhibit "B", attached hereto and made a part hereof by reference, and a perpetual non-exclusive bike path/sidewalk, roadway drainage and slope/restoration easement consisting of +/-600 square feet, located and described as set forth in Exhibit "C", attached hereto and made a part hereof by reference, and a perpetual non-exclusive slope/restoration easement consisting of +/-2,299 square feet, located and described as set forth in Exhibit "D", attached hereto and made a part hereof by reference, and; hereinafter collectively called "the Property." This property will be acquired for the Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have

been condemned by BUYER through the exercise of its eminent domain powers.

2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price of the Property ("Purchase Price") will be Seven Thousand and no/100 (\$7,000.00), payable at closing by County Warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

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

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, a public utility easement (the form of the easement is attached as Exhibit "X") and a bikepath/sidewalk, roadway drainage and slope/restoration easement (the form of the easement is attached as Exhibit "Y"), and a slope/restoration easement (the form of the

easement is attached as Exhibit "Z"), 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, if applicable;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) SELLER's attorney fees, and appraiser fees, if any.

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

- (a) Recording fee for deed and easement;
- (b) survey, (if desired by BUYER);
- (c) payment of subordination and/or partial release of mortgage fees, if any;
- (d) documentary stamps on deed and easement.

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 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 15 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 thirty (30) days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

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

WITNESSES:

SELLER:

Signature of Witness

Pedro Salazar, III (DATE)

Print Name of Witness

Signature of Witness

Print Name of Witness

WITNESSES:

SELLER:

Signature of Witness

Linda K. Salazar (DATE)

Print Name of Witness

Signature of Witness

Print Name of Witness

BUYER:

CHARLIE GREEN, CLERK

**LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS**

BY: _____
DEPUTY CLERK (DATE)

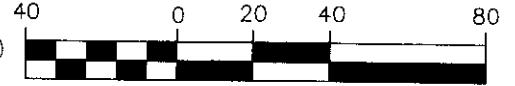
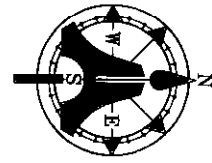
BY: _____
CHAIRMAN OR VICE CHAIRMAN
APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

LEGEND
 (C) = CALCULATED
 (F) = FIELD
 (P) = PLAT
 C.B. = CHORD BEARING
 CH = CHORD
 ESMT. = EASEMENT
 L = LENGTH
 M.O.L. = MORE OR LESS
 P.B. = PLAT BOOK
 PG. = PAGE
 R = PARENT TRACT
 PROPERTY LINE
 R = RADIUS
 RT. = RIGHT
 R/W = RIGHT OF WAY
 S.F. = SQUARE FEET
 STA. = STATION
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
 P.E. = PERPETUAL EASEMENT
 R.W.T. = RIGHT OF WAY TAKE
 U.E. = UTILITY EASEMENT
 P.O.T. = POINT OF TANGENT
 P.I. = POINT OF INTERSECTION

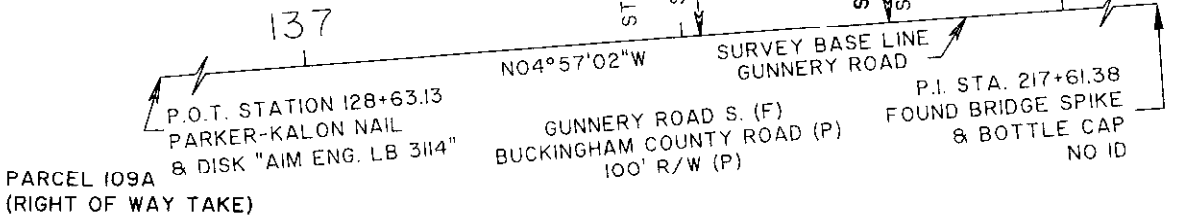
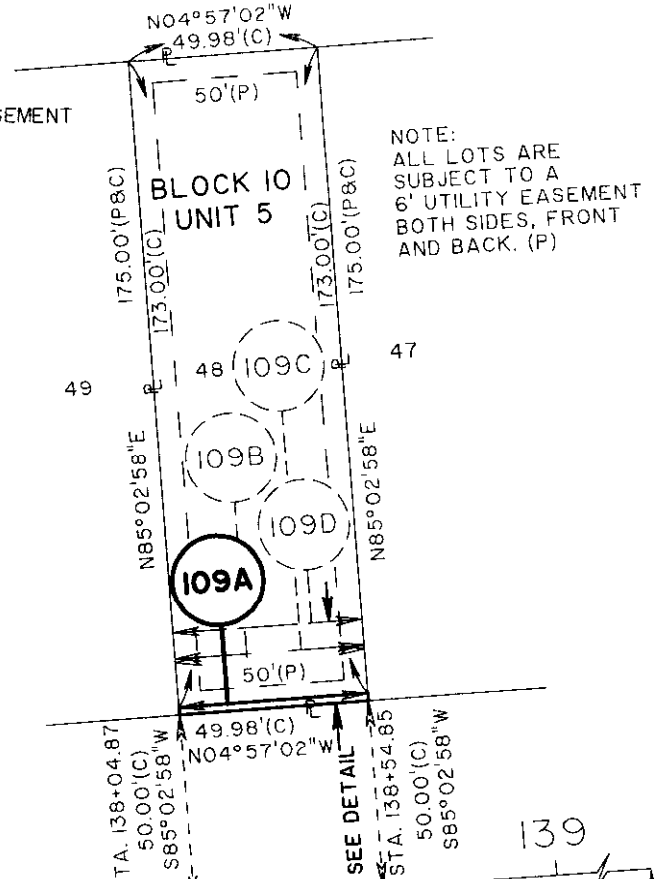
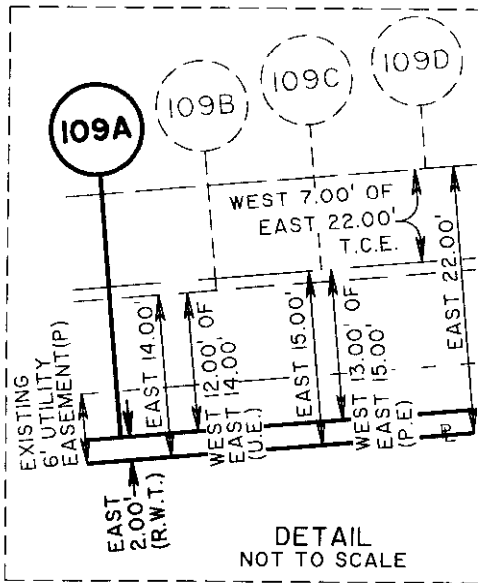
PARCEL NO. 109A (RIGHT OF WAY TAKE)
 PROPERTY OWNER: PEDRO SALAZAR III & LINDA NEVAREZ SALAZAR
 STRAP NO. 04-45-26-05-00010.0480
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.
 AREA OF TAKE: 100 S.F., M.O.L.

Exhibit "A"



SCALE IN FEET

GRETCHEN AVENUE (F)
 GERALD AVENUE (P)
 80' R/W (P)



A 2.00 FOOT WIDE RIGHT OF WAY TAKE BEING THE EAST 2.00 FEET OF LOT 48, BLOCK 10, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA.

NOTE:
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID.

SAID LANDS CONTAIN 100 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 & SURVEYING, INC.

BOB POTTER, P.S.M. DATE 6/23/04
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5688

AIM Engineering & Surveying, Inc.



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

Licensed Business Number 3114

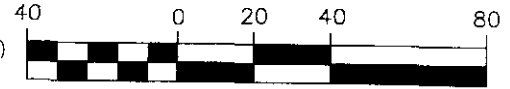
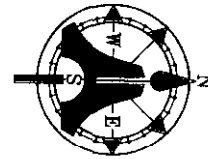
THIS IS NOT A SURVEY SHEET 1 OF 1

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 109A GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TWP-RGE: 4-45S-26E
FILE: 7504-109A	COUNTY: LEE COUNTY

LEGEND
 (C) = CALCULATED
 (F) = FIELD
 (P) = PLAT
 C.B. = CHORD BEARING
 CH = CHORD
 ESMT. = EASEMENT
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 P.E. = PERPETUAL EASEMENT
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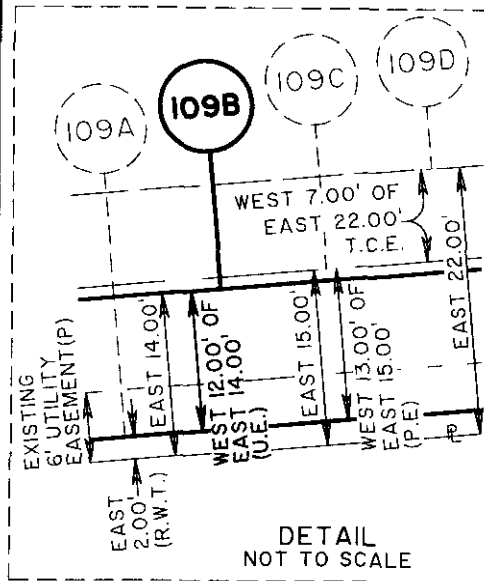
PARCEL NO. 109B (UTILITY EASEMENT)
 PROPERTY OWNER: PEDRO SALAZAR III & LINDA NEVAREZ SALAZAR
 STRAP NO. 04-45-26-05-00010.0480
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.
 AREA OF TAKE: 600 S.F., M.O.L.

Exhibit "B"

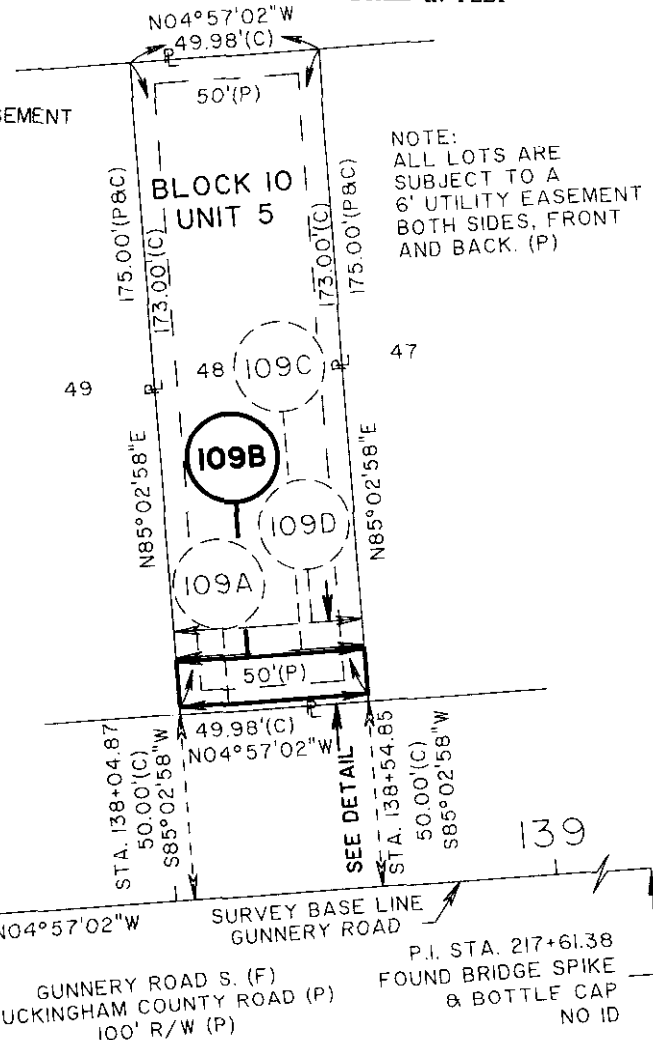


GRETCHEN AVENUE (F)
 GERALD AVENUE (P)
 80' R/W (P)

SCALE IN FEET



DETAIL
 NOT TO SCALE



NOTE:
 ALL LOTS ARE
 SUBJECT TO A
 6' UTILITY EASEMENT
 BOTH SIDES, FRONT
 AND BACK. (P)

PARCEL 109B
 (UTILITY EASEMENT)

A 12.00 FOOT WIDE UTILITY EASEMENT BEING THE WEST 12.00 FEET OF THE EAST 14.00 FEET OF LOT 48, BLOCK 10, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA.

SAID LANDS CONTAIN 600 SQUARE FEET, MORE OR LESS.

NOTE:
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID.

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

PREPARED BY:
 AIM ENGINEERING & SURVEYING, INC.

BOB POTTER, P.E., S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5688

6/23/04
 DATE

AIM Engineering & Surveying, Inc.



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

Licensed Business Number 3114

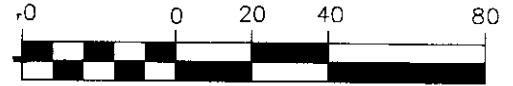
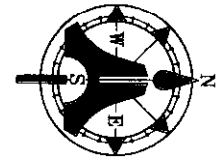
THIS IS NOT A SURVEY SHEET 1 OF 1

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 109B GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TWP-RGE: 4-45S-26E
	FILE: 7504-109B
	COUNTY: LEE COUNTY

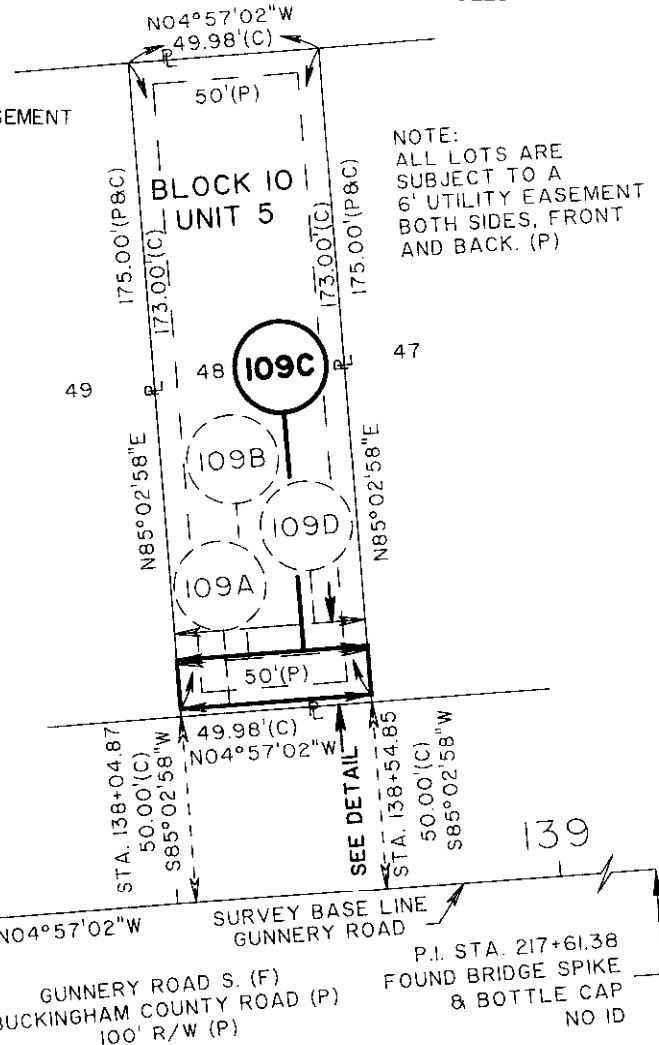
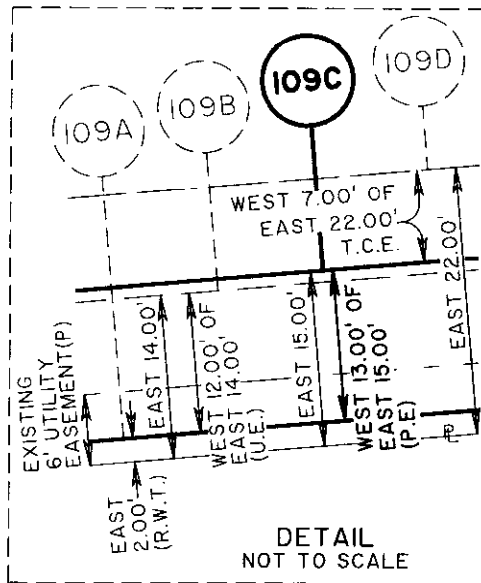
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 U.E. = UTILITY EASEMENT
 P.O.T. = POINT OF TANGENT
 P.I. = POINT OF INTERSECTION

PARCEL NO. 109C (PERPETUAL EASEMENT)
 PROPERTY OWNER: PEDRO SALAZAR III & LINDA NEVAREZ SALAZAR
 STRAP NO. 04-45-26-05-00010.0480
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.
 AREA OF TAKE: 650 S.F., M.O.L.

Exhibit "C"



SCALE IN FEET



137
 P.O.T. STATION 128+63.13
 PARKER-KALON NAIL
 & DISK "AIM ENG. LB 3114"
 PARCEL 109C
 (PERPETUAL EASEMENT)

NO4°57'02"W
 SURVEY BASE LINE
 GUNNERY ROAD
 P.I. STA. 217+61.38
 FOUND BRIDGE SPIKE
 & BOTTLE CAP
 NO ID

BUCKINGHAM COUNTY ROAD (P)
 100' R/W (P)

A 13.00 FOOT WIDE PERPETUAL EASEMENT BEING THE WEST 13.00 FEET OF THE EAST 15.00 FEET OF LOT 48, BLOCK 10, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA.

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SAID LANDS CONTAIN 650 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 & SURVEYING, INC.

BOB POTTER, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5688

6/23/04
 DATE

AIM Engineering & Surveying, Inc.



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

Licensed Business Number 3114

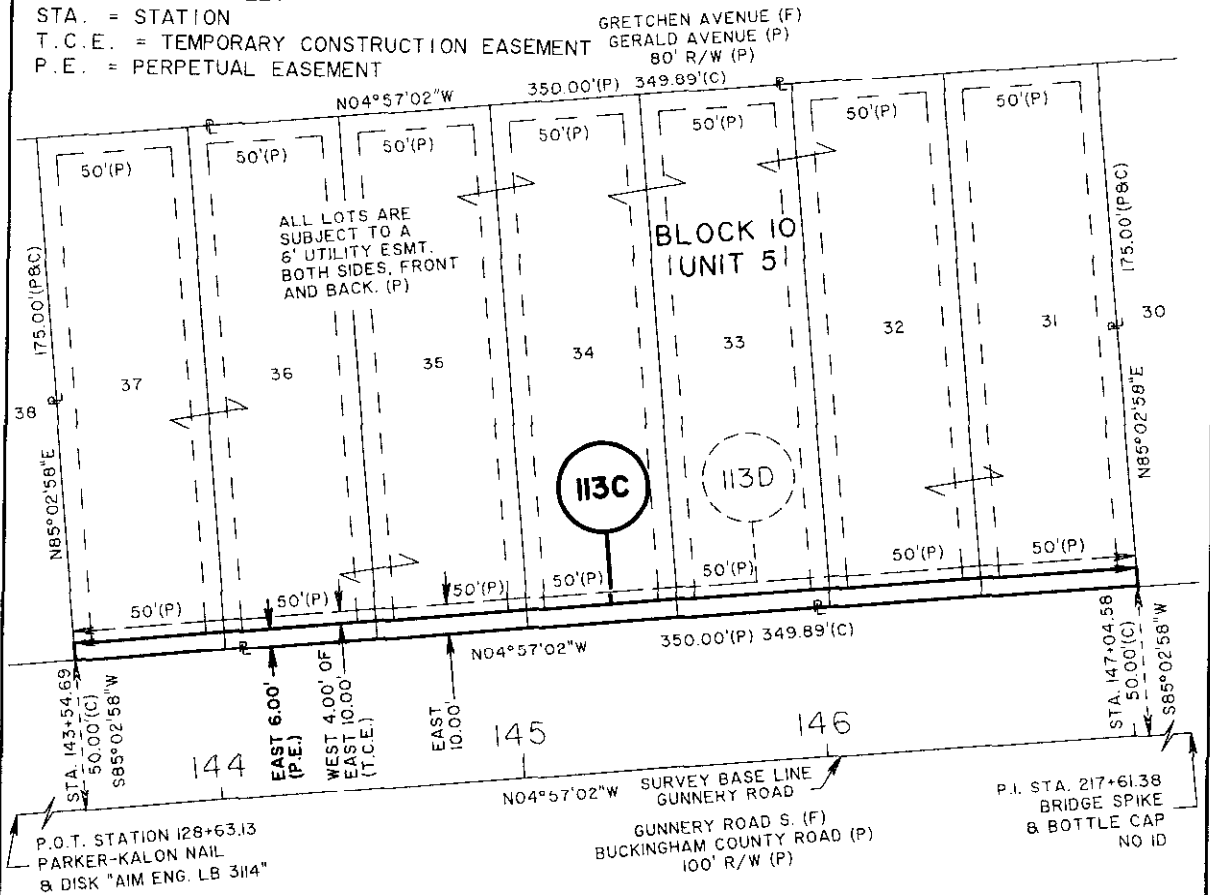
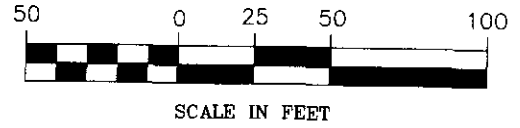
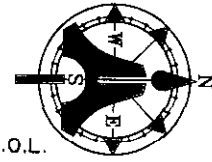
THIS IS NOT A SURVEY

SHEET 1 OF 1

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 109C GUNNERY ROAD FROM S.R. B2 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/23/04	SEC-TWP-RGE 4-45S-26E
FILE: 7504-109C	COUNTY: LEE COUNTY

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 STA. = STATION
 T.C.E. = TEMPORARY CONSTRUCTION EASEMENT
 P.E. = PERPETUAL EASEMENT

PARCEL NO. 113C (PERPETUAL EASEMENT)
PROPERTY OWNER: PEDRO SALAZAR, III & LINDA N. SALAZAR
 STRAP NO. 04-45-26-05-00010.0310
 STRAP NO. 04-45-26-05-00010.0320
 STRAP NO. 04-45-26-05-00010.0330
 STRAP NO. 04-45-26-05-00010.0340
 STRAP NO. 04-45-26-05-00010.0350
 STRAP NO. 04-45-26-05-00010.0360
 AREA OF PARENT TRACT: 1.406 ACRES, M.O.L.
 AREA OF TAKE: 2,099 S.F., M.O.L.



**PARCEL 113C
 (PERPETUAL EASEMENT)**

A 6.00 FOOT WIDE PERPETUAL EASEMENT BEING THE EAST 6.00 FEET OF LOTS 31, 32, 33, 34, 35, 36 AND 37, BLOCK 10, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA.

NOTE:
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID.

SAID LANDS CONTAIN 2,099 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 & SURVEYING, INC.

Bob L. Potter 6/3/04
 BOB L. POTTER, P.S.M.
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5688

AIM Engineering & Surveying, Inc.



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

Licensed Business Number 3114

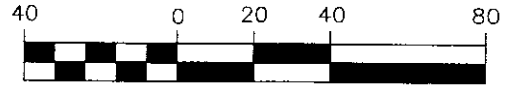
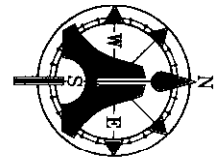
THIS IS NOT A SURVEY

SHEET 1 OF 1

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 113C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/3/04	SEC-TWP-RGE 4-45S-26E
FILE: 7504-113C	COUNTY: LEE COUNTY

LEGEND
 (C) = CALCULATED
 (F) = FIELD
 (P) = PLAT
 C.B. = CHORD BEARING
 CH = CHORD
 ESMT. = EASEMENT
 L = LENGTH
 M.O.L. = MORE OR LESS
 P.B. = PLAT BOOK
 PG. = PAGE
 P. = PARENT TRACT
 P.L. = PROPERTY LINE
 R = RADIUS
 RT. = RIGHT
 R/W = RIGHT OF WAY
 S.F. = SQUARE FEET
 STA. = STATION
 T.C.E. = TEMPORARY
 CONSTRUCTION
 EASEMENT
 P.E. = PERPETUAL
 EASEMENT

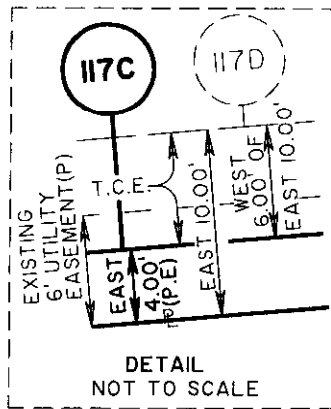
PARCEL NO. 117C (PERPETUAL EASEMENT)
 PROPERTY OWNER: PEDRO SALAZAR III AND LINDA NEVAREZ SALAZAR
 STRAP NO. 04-45-26-05-00010.0270
 AREA OF PARENT TRACT: 8,747 S.F., M.O.L.
 AREA OF TAKE: 200 S.F., M.O.L.



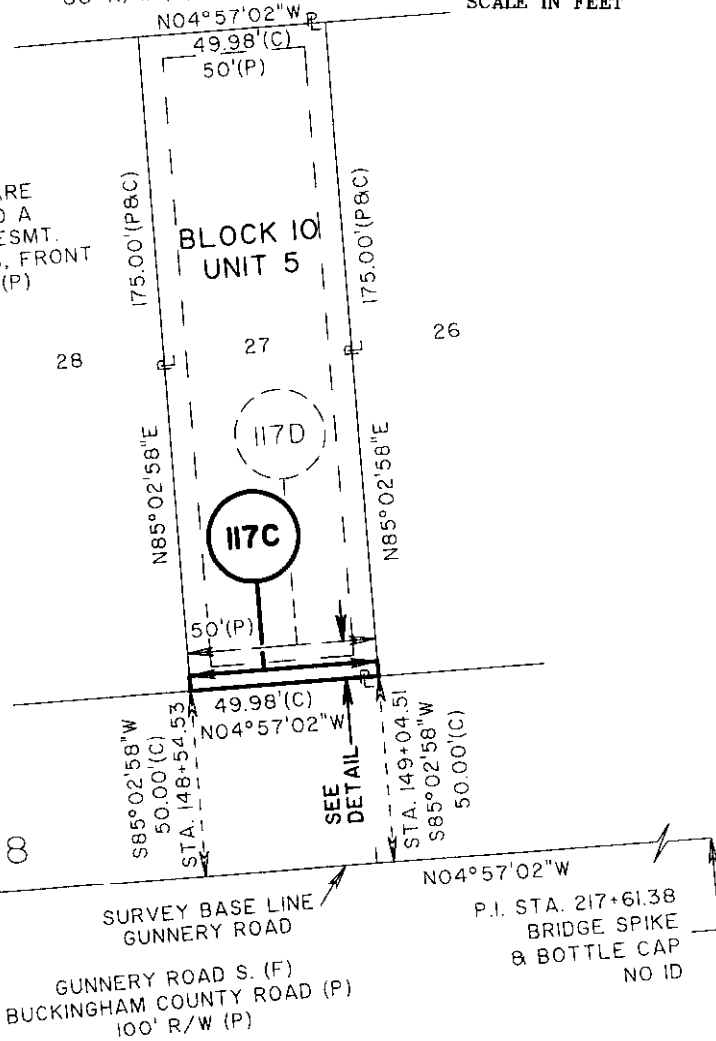
GRETCHEN AVENUE (F)
 GERALD AVENUE (P)
 80' R/W (P)

SCALE IN FEET

ALL LOTS ARE
 SUBJECT TO A
 6' UTILITY ESMT.
 BOTH SIDES, FRONT
 AND BACK. (P)



DETAIL
 NOT TO SCALE



PARCEL 117C
 (PERPETUAL EASEMENT)

A 4.00 FOOT WIDE PERPETUAL EASEMENT BEING THE EAST 4.00 FEET OF LOT 27, BLOCK 10, UNIT 5, LEHIGH ESTATES, A SUBDIVISION OF LEHIGH ACRES, SECTION 4, TOWNSHIP 45 SOUTH, RANGE 26 EAST, AS RECORDED IN PLAT BOOK 15 PAGE 85, OF THE PUBLIC RECORDS, LEE COUNTY, FLORIDA.

NOTE:
 BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF GUNNERY ROAD HAVING A BEARING OF N 04°57'02" W FROM P.O.T. STATION 128+63.13 BEING A PARKER-KALON NAIL AND DISK "AIM ENG. LB 3114" TO P.I. STATION 217+61.38 BEING A BRIDGE SPIKE AND BOTTLE CAP NO ID.

SAID LANDS CONTAIN 200 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 & SURVEYING, INC.

BOB L. POTTER, P.S.M. DATE 6/3/04
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5688

AIM Engineering & Surveying, Inc.



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

Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 1 OF 1

PROJECT NUMBER: 99-7504	DESCRIPTION: LEGAL AND SKETCH PARCEL 117C GUNNERY ROAD FROM S.R. 82 TO LEE BOULEVARD
DRAWN BY: LWC	CLIENT: LEE COUNTY
DATE: 6/3/04	SEC-TWP-RGE: 4-45S-26E
	FILE: 7504-117C
	COUNTY: LEE COUNTY

Lee County
County Lands Division
Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.),
Project No. 4055
Parcels: 109B
STRAP No.: 04-45-26-05-00010.0480

EXHIBIT "X"

THIS SPACE FOR RECORDING

GRANT OF PERPETUAL PUBLIC UTILITY EASEMENT

This INDENTURE, made and entered into this ____ day of _____, 20____, between **Pedro Salazar, III and Linda N. Salazar, a/k/a Linda Navarez Salazar, and a/k/a Linda Salazar, husband and wife**, whose address is 856 Pine Court, Immokalee, FL 33142, hereinafter "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is P.O. Box 398, Fort Myers, FL 33902-0398, hereinafter "Grantee":

WITNESSETH

1. For and in consideration of the sum of One Dollar and other good and valuable consideration, receipt of which is hereby acknowledged, Grantor hereby grants and transfers to the Grantee, its successors and assigns, the use of a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. Grantee, its successors, appointees, heirs and assigns, are hereby granted the right, privilege, and authority to construct, replace, renew, extend and maintain public utility facilities, to include, but not be limited to: electrical power, telephone, water systems, sewer transmission and collection systems with all appurtenances thereto, to be located on, under, above, across, through and within the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said facilities within said easement, and to trim and remove roots, trees, shrubs, bushes and plants and remove fences or any other improvements which may affect the operation of the public utility facilities or Grantee's use of the easement.

3. The public utility easement will not be limited to any particular diameter size or type and/or number of connections to other similar facilities for providing public utility service to this and any adjacent properties. The total area of this public utility easement is to be reserved for the public utility lines, poles, mains, or other utility facilities and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar type uses. Houses, fences, buildings, carports, garages, storage sheds or any other structures will not be constructed upon or placed within this easement at any time, present or future, by Grantor, or its heirs, successors or assigns.

4. Title to any public utility facilities constructed hereunder will remain in the Grantee, Grantee's successors, appointees and/or assigns, or the public utility providing the service.

5. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as recorded in the Public Records, and accordingly, Grantors will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

6. Grantee will have a reasonable right of access across Grantor's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the above-described easement will be restored by the County or the particular utility providing service, to the condition in which it existed prior to the damage.

7. THIS AGREEMENT will be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, Pedro Salazar, III and Linda N. Salazar, a/k/a Linda Navarez Salazar, and a/k/a Linda Salazar, OWNER, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Pedro Salazar, III

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Linda N. Salazar, a/k/a Linda Navarez Salazar, and a/k/a Linda Salazar

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

Grant of Perpetual Public Utility Easement

Page 2

Project: Gunnery Road 4 Lane (SR82 - Lee Blvd.), Project No. 4055

STATE OF _____)

COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,

20____ by **Pedro Salazar, III.** He is personally known to me or has

produced _____ as identification.

(type of identification)

(Signature of Notary Public)

STATE OF _____)

COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,

20____ by **Linda N. Salazar, a/k/a Linda Navarez Salazar, and a/k/a**

Linda Salazar. She is personally known to me or has produced

_____ as identification.

(type of identification)

(Signature of Notary Public)

THIS INSTRUMENT PREPARED BY:

Lee County
County Lands Division
Post Office Box 398
Fort Myers, Florida 33902
Parcel: 109C
Project: Gunnery Road 4 Lane (SR82
- Lee Blvd) Project No. 4055
Strap No.: 04-45-26-05-00010.0480,

EXHIBIT "Y"

**GRANT OF PERPETUAL
NON EXCLUSIVE BIKEPATH/SIDEWALK,
ROADWAY DRAINAGE and SLOPE/RESTORATION EASEMENT**

This INDENTURE, made and entered into this _____ day of _____, 20____, between **Pedro Salazar, III and Linda N. Salazar, a/k/a Linda Navarez Salazar, and a/k/a Linda Salazar, husband and wife**, whose address is 856 Pine Court, Immokalee, FL 33142, hereinafter referred to as "Grantor", and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as "County":

WITNESSETH:

1. For good and valuable consideration, which is hereby acknowledged, Grantor hereby grants to the County a perpetual non-exclusive public right-of-way easement for a bikepath/sidewalk, a roadway drainage system, and slope/restoration easement situated in Lee County, Florida, located and described as set forth in Exhibit "A" attached hereto.

2. The County, its successors and assigns, are granted the right privilege, and authority to construct, replace, renew, extend and maintain a public bikepath/sidewalk and appurtenant drainage system and a roadway drainage system, and slope to stabilize the bikepath/sidewalk constructed thereon.

3. This easement does not limit the construction of the bikepath/sidewalk, drainage systems or slope to a particular type, style, material or design.

4. Title to the improvements constructed hereunder will remain in the County.

5. The County has the right to maintain the slope portion of this easement and will be responsible for maintenance of the bikepath/sidewalk and roadway drainage facility.

6. Grantors covenant that they are lawfully seized and possessed of the property described in Exhibit "A", and have lawful right to convey this non-exclusive easement subject to existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and

cable television lines. Grantor will not place any interfering landscape material in the easement. Also, the Grantor will prevent the creation of obstructions or conditions which are or may become dangerous to the public within the easement.

7. The County will have a reasonable right of access for the purposes of reaching the described easement on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within that easement will be restored by the County to the condition in which it existed prior to the damage.

8. **THIS AGREEMENT** shall be binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF the Grantor has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Pedro Salazar, III

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

**Linda N. Salazar, a/k/a Linda Navarez
Salazar, and a/k/a Linda Salazar**

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

STATE OF _____)
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,

20____ by **Pedro Salazar, III.** He is personally known to me or has

produced _____ as identification.
(type of identification)

(Signature of Notary Public)

STATE OF _____)
COUNTY OF _____)

SWORN TO AND SUBSCRIBED before me this _____ day of _____,

20____ by **Linda N. Salazar, a/k/a Linda Navarez Salazar, and a/k/a**

Linda Salazar. She is personally known to me or has produced

_____ as identification.
(type of identification)

(Signature of Notary Public)

This instrument prepared by:
Lee County
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

EXHIBIT "Z"

Parcel: 113C & 117C
Project: Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055
STRAP No.: _04-45-26-05-00010.0270, .0310, .0320, .0330, .0340 and .0350

SLOPE/RESTORATION EASEMENT

This INDENTURE, made and entered into this _____ day of _____, 20____,
Between PEDRO SALAZAR, III and LINDA N. SALAZAR, a/k/a LINDA NAVAREZ SALAZAR and
a/k/a LINDA SALAZAR, husband and wife, whose address is 856 Pine Court, Immokalee, FL 33142,
(Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post
Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. **Except for trees**, these improvements may include the use of foliage.
4. Grantor may not construct or place any structures or foliage, **including trees**, within the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, its successors or assigns.
6. Subject to any existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

Slope/Restoration Easement

Project: Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055

Page 2 of 3

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, PEDRO SALAZAR, III and LINDA N. SALAZAR, a/k/a LINDA NAVAREZ SALAZAR and a/k/a LINDA SALAZAR, Grantor, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

1st Witness Signature

Pedro Salazar, III GRANTOR

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

1st Witness Signature

Linda N. Salazar GRANTOR

Printed name of 1st Witness

2nd Witness Signature

Printed name of 2nd Witness

Slope/Restoration Easement

Project: Gunnery Road 4 Lane (SR 82 – Lee Blvd.), Project No. 4055

Page 3 of 3

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Pedro Salazar, III**. He is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by **Linda N. Salazar**. She is personally known to me or who has produced _____ as identification.

(Signature of Notary Public)

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

Division of County Lands

Updated Ownership and Easement Search

Search No. 04-45-26-05-00010.0480

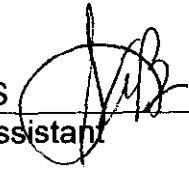
Date: January 12, 2005

Parcel: 109

Project: Gunnery Road/SR82 to Lee Blvd.,

Project No. 4055

To: Michael J. O'Hare, SR/WA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant 

STRAP: 04-45-26-05-00010.0480

Effective Date: December 14, 2004, at 5:00 p.m.

Subject Property: Lot 48, Block 10, Unit 5, Lehigh Estates, according to the map or plat thereof on file in the Clerk of the Circuit Court, recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Pedro Salazar III and Linda Nevarez Salazar, husband and wife

By that certain instrument dated June 24, 1998, recorded August 31, 1998, in Official Record Book 3006, Page 1994, Public Records of Lee County, Florida.

Easements:

1. Subject to a 6 foot Utility Easement, both sides front and back, as recited on the plat of "Lehigh Estates, Unit 5" recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.
2. Subject to sewer and water covenants and restrictions recorded in Official Record Book 10, Page 695, and amended by Official Record Book 41, Page 264, Public Records of Lee County, Florida.
3. Subject to a court order extending the district boundaries of the East County Water Control District, recorded in Official Record Book 67, Page 673, Public Records of Lee County, Florida.
4. Subject to a Declaration of Restrictions recorded in Official Record Book 84, Page 310, Public Records of Lee County, Florida.
5. Subject to a Declaration of Restrictions recorded in Official Record Book 527, Page 29, Public Records of Lee County, Florida.
6. Subject to a Water and Sewer Easement Agreement recorded in Official Record Book 327, Page 119, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 04-45-26-05-00010.0480

Date: January 12, 2005

Parcel: 109

Project: Gunnery Road/SR82 to Lee Blvd.,

Project No. 4055

NOTE 1: Subject to a mortgage in the original sum of \$88,500.00 recorded in Official Record Book 3279, Page 1428, as modified by instrument recorded in Official Record Book 4048, Page 2357, Public Records of Lee County, Florida.

NOTE 2: Subject to Lee County Ordinance No. 86-14 recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

Tax Status: 2004 taxes are now due and payable.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

Division of County Lands**Updated Ownership and Easement Search**Search No. 04-45-26-05-00010.0310, 0320,
0330, .0340, 0350 and 0360

Date: January 19, 2005

Parcel: 113

Project: Gunnery Road Widening, Project 4055

To: Michael J. O'Hare SR/WA
Property Acquisition AgentFrom: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 04-45-26-05-00010. .0310, .0320, .0330, 0340, 0350 and 0360

Effective Date: December 14, 2004, at 5:00 p.m.

Subject Property: Lots 31, 32, 33, 34, 35, 36 and 37, Block 10, Unit 5, Lehigh Estates, Lehigh Acres, Florida, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, page 85, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Pedro Salazar, III and Linda N. Salazar, a/k/a Linda Navarez Salazar and a/k/a Linda Salazar, husband and wife

by that certain instrument dated August 11, 1998, recorded August 19, 1998 in Official Record Book 3001, Page 2981; that certain instrument dated June 24, 1998, recorded August 31, 1998 in Official Record Book 3006, Page 1994; that certain instrument dated September 25, 1998, recorded October 30, 1998 in Official Record Book 3030, Page 4014, and that certain instrument dated October 14, 1998, recorded November 6, 1998 in Official Record Book 3033, Page 2930, Public Records of Lee County, Florida.

Easements:

1. Subject to a 6 foot Utility Easement, both sides front and back on all lots, as recited on the plat of Unit 5, Lehigh Estates recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.
2. Subject to Sewer and Water Covenants and Restrictions recorded in Official Record Book 10, Page 695 and amended by Official Record Book 41, Page 264, Public Records of Lee County, Florida.
3. Subject to an order extending the boundaries of the East County Water Control District recorded in Official Record Book 67, Page 673, Public Records of Lee County, Florida.
4. Subject to a Declaration of Restrictions recorded in Official Record Book 84, Page 310, Public Records of Lee County, Florida.
5. Subject to an Agreement for Water and Sewer Easements recorded in Official Record Book 327, Page 119, Public Records of Lee County, Florida.
6. Subject to a Declaration of Restrictions recorded in Official Record Book 527, Page 29, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 04-45-26-05-00010.0310, 0320,
0330, .0340, 0350 and 0360

Date: January 19, 2005

Parcel: 113

Project: Gunnery Road Widening, Project 4055

NOTE(1): Subject to Lee County Ordinance No. 86-14 relating to garbage and solid waste collection, recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by Pedro Salazar, III and Linda N. Salazar, a/k/a Linda Salazar and a/k/a Linda Navarrez Salazar, husband and wife in favor of Florida Community Bank dated July 7, 2000, recorded July 13, 2000, in Official Record Book 3279, Page 1428, as modified by instrument recorded in Official Record Book 4048, Page 2357, Public Records of Lee County, Florida.

Tax Status: 2004 taxes are now due and payable.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantee or warranty as to its accuracy.

Division of County Lands

Updated Ownership and Easement Search

Search No. 04-45-26-05-00010.0270

Date: January 13, 2005

Parcel: 117

Project: Gunnery Road Widening, Project 4055

To: Michael J. O'Hare SR/WA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 04-45-26-05-00010. 0270

Effective Date: December 14, 2004, at 5:00 p.m.

Subject Property: Lot 27, Block 10, Unit 5, Lehigh Estates, Lehigh Acres, Florida, according to the map or plat thereof on file in the office of the Clerk of the Circuit Court, recorded in Plat Book 15, page 85, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Pedro Salazar III and Linda Nevarez Salazar, husband and wife

By that certain instrument dated June 24, 1998, recorded August 31, 1998, in Official Record Book 3006, Page 1994, Public Records of Lee County, Florida.

Easements:

1. Subject to a 6 foot Utility Easement, both sides front and back on all lots, as recited on the plat of Unit 5, Lehigh Estates recorded in Plat Book 15, Page 85, Public Records of Lee County, Florida.
2. Subject to Sewer and Water Covenants and Restrictions recorded in Official Record Book 10, Page 695 and amended by Official Record Book 41, Page 264, Public Records of Lee County, Florida.
3. Subject to an order extending the boundaries of the East County Water Control District recorded in Official Record Book 67, Page 673, Public Records of Lee County, Florida.
4. Subject to a Declaration of Restrictions recorded in Official Record Book 84, Page 310, Public Records of Lee County, Florida.
5. Subject to an Agreement for Water and Sewer Easements recorded in Official Record Book 327, Page 119, Public Records of Lee County, Florida.
6. Subject to a Declaration of Restrictions recorded in Official Record Book 527, Page 29, Public Records of Lee County, Florida.

Division of County Lands

Updated Ownership and Easement Search

Search No. 04-45-26-05-00010.0270

Date: January 13, 2005

Parcel: 117

Project: Gunnery Road Widening, Project 4055

NOTE (1): Subject to a Lee County Ordinance No. 86-14 relating to garbage and solid waste collection, recorded in Official Record Book 2189, Page 3281 and amended by Official Record Book 2189, Page 3334, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by Pedro Salazar, III and Linda N. Salazar, a/k/a Linda Salazar and a/k/a Linda Navarrez Salazar, husband and wife in favor of Florida Community Bank dated July 7, 2000, recorded July 13, 2000, in Official Record Book 3279, Page 1428, as modified by instrument recorded in Official Record Book 4048, Page 2357, Public Records of Lee County, Florida.

Tax Status: 2003 taxes have been paid in full.

(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.

APPRAISAL REPORT GUNNERY ROAD PROJECT 4055

Parcel Identification

Project Parcel Number: 109
Owner Name/Address: Salazar, Pedro III & Linda, 1593 Gretchen Avenue S
Lee County STRAP Number: 04-45-26-05-00010.0480
Legal Description: Lot 48, Block 10, Unit 5, Lehigh Estates, PB 15, PG 85
History of Ownership: No recent sale in previous five years
Interest Appraised: **Fee Simple (X)** **Partial (X)**
Assessed Value: \$17,060
Effective Date of Appraisal: December 9, 2004
Date of Report: December 13, 2004

Site Data

Parent Parcel - Overall Size: 8,750 square feet
Frontage - Depth: 50' X 175'
Acquisition Type: **Fee Take (X) - A** 100 square feet
 Utility Easement (X) - B
 Perpetual Easement (X) - C 650 square feet
 Sidewalk (X)
 Drainage (X)
 Fill/Slope (X)
Parcel Remainder Size: 8,000 sf unencumbered, 650 sf encumbered
Existing Easements: **Utility (X)** **Drainage ()** **Road ()**
Corner Parcel () **Interior Parcel (X)**
Topography - Level (X) **Irregular ()**
Soil Conditions - Typical (X) **Require Correction ()**
Flood Zone: B **Panel #:** 125124 0375 B
Utilities Available: **Electricity (X)**
 Telephone (X)
 Water ()
 Sewer ()
Zoning/Land Use: C2/Central Urban
Adverse Conditions: None
Supporting Services: Lee County Sheriff and Fire
Miscellaneous: None
Marketing Time: Less than 1 year
Highest and Best Use: Commercial **Requires Zoning Change ()**
Used in connection with adjoining property

Improvements **None (X)** **Site ()** **Structure ()**

Description of improvements within take area: N/A

Valuation

Approaches Used: Sales Comparison (X)
 Cost Approach ()
 Income Approach ()
Analysis Type: Complete (X) Limited ()
Report Type: Restricted () Summary (X) Self Contained ()

Sale Data: Range of Sales \$ per SF \$3.71 - \$6.29
 Time Adjusted Range \$ per SF \$3.95 - \$7.22
 Sale Date Range March 2004 - October 2004

Value of Improvements: N/A

Value Estimates: (See summary chart below)

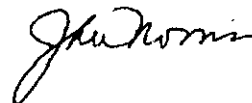
SUMMARY OF ANALYSIS
Gunnery Road Project
Parcel 109

Market Value of Fee Simple Interest in Parent Parcel	8,750 sf		
	x \$5.75 per sf		
		\$50,312.50	\$50,312.50
less: Market Value of Remainder			
* 8750 sf - 650 sf proposed easement area and 100 sf fee take area	8000 sf *		
fee value per sf	x \$5.75 per sf		
fee value of remainder		\$46,000.00	
less: *per county data Utility, Sidewalk, Drainage, Slope Esmt. B & C			
\$5.75 per sf times .50 (1 - .50 percentage of impact)	650 sf*		
remainder value for land within proposed easement	x \$2.875 per sf		
		\$1,868.75	
Total Market Value of Remainder			<u>\$47,868.75</u>
Market Value of Part Taken			<u>\$ 2,443.75</u>
rounded to			<u>\$2,450.00</u>

Additional information required for analysis to meet USPAP standards is located within the text of the main body of the analysis including all limiting conditions and special assumptions.

TOTAL COMPENSATION DUE THE PROPERTY OWNER (\$2,450.00)

Appraiser: J. Lee Norris MAI, SRA
State Certified General Appraiser
RZ # 0000643



APPRAISAL REPORT GUNNERY ROAD PROJECT 4055

Parcel Identification

Project Parcel Number: 113
Owner Name/Address: Salazar, Pedro III & Linda, 1561-1571 Gretchen Avenue S
Lee County STRAP Number: 04-45-26-05-00010.0310-.0370
Legal Description: Lots 31-37, Block 10, Unit 5, Lehigh Estates, PB 15, PG 85
History of Ownership: No sale in previous five years
Interest Appraised: Fee Simple () Partial (X)
Assessed Value: \$119,420
Effective Date of Appraisal: December 9, 2004
Date of Report: December 13, 2004

Site Data

Parent Parcel - Overall Size: 61,250 square feet
Frontage - Depth: 350' X 175'
Acquisition Type: Fee Take () - A
Utility Easement () - B
Perpetual Easement (X) - C
Sidewalk ()
Drainage ()
Fill/Slope (X)
Parcel Remainder Size: 59,151sf unencumbered, 2,099 sf encumbered
Existing Easements: Utility (X) Drainage () Road ()
Corner Parcel () Interior Parcel (X)
Topography - Level (X) Irregular ()
Soil Conditions - Typical (X) Require Correction ()
Flood Zone: B **Panel #:** 125124 0375 B
Utilities Available: Electricity (X)
Telephone (X)
Water ()
Sewer ()
Zoning/Land Use: C2/Central Urban
Adverse Conditions: None
Supporting Services: Lee County Sheriff and Fire
Miscellaneous: None
Marketing Time: Less than 1 year
Highest and Best Use: Commercial **Requires Zoning Change ()**

Improvements None (X) Site () Structure ()

Description of improvements within take area: None

Valuation

Approaches Used: Sales Comparison (X)
Cost Approach ()
Income Approach ()
Analysis Type: Complete (X) Limited ()
Report Type: Restricted () Summary (X) Self Contained ()

Sale Data: Range of Sales \$ per SF \$3.71 - \$6.29
Time Adjusted Range \$ per SF \$3.95 - \$7.22
Sale Date Range March 2004 - October 2004

Value of Improvements: N/A

Value Estimates: (See summary chart below)

SUMMARY OF ANALYSIS

**Gunnery Road Project
Parcel 113**

Market Value of Fee Simple Interest in Parent Parcel	61,250 sf x \$5.75 per sf	\$352,188	\$352,188
less: Market Value of Remainder - Fee Unencumbered			
* 61250 sf - 2099 sf proposed easement area unencumbered fee value per square foot unencumbered fee value of remainder area	59151 sf * x \$5.75 per sf	\$340,118	
less: *per county data Slope Easement-C Remainder			
\$5.75 per sf times .80 (1 - .20 percentage of impact) remainder value for land within proposed easement	2,099 sf x \$4.60 per sf*	\$9,655.40	
Total Market Value of Remainder (rounded)			\$349,774
Market Value of Part Taken rounded to			\$2,413.85
			<u>\$2,415.00</u>

04-78-113sum

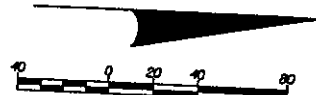
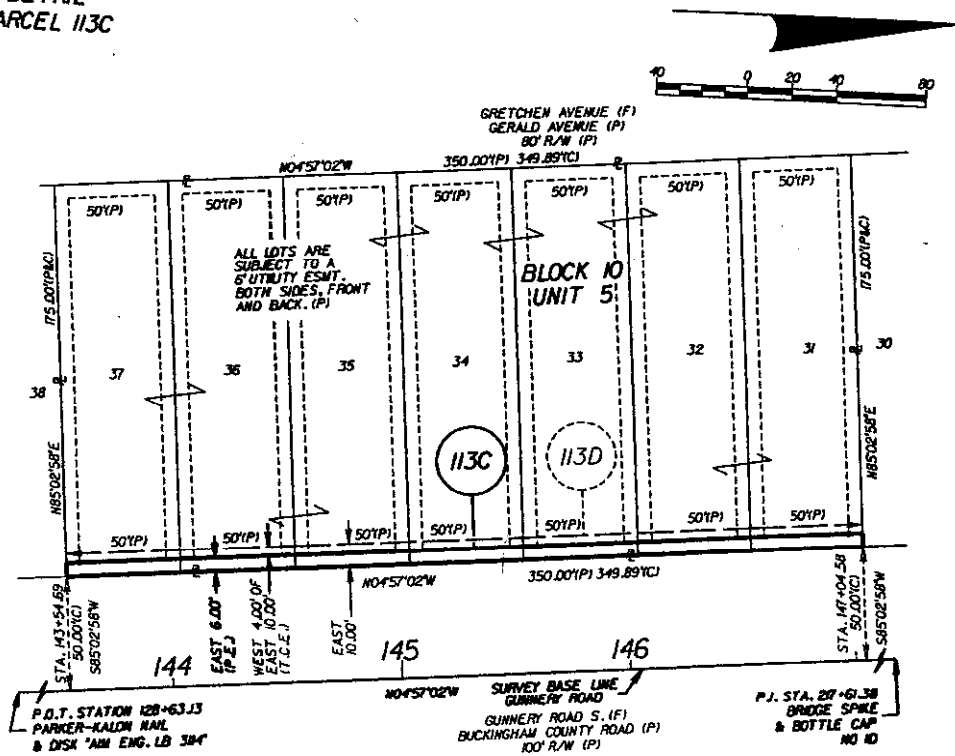
Additional information required for analysis to meet USPAP standards is located within the text of the main body of the analysis including all limiting conditions and special assumptions.

TOTAL COMPENSATION DUE THE PROPERTY OWNER (\$2,415.00)

Appraiser: J. Lee Norris MAI, SRA
State Certified General Appraiser
RZ # 0000643



DETAIL
PARCEL 113C



PLAT MAP

APPRAISAL REPORT GUNNERY ROAD PROJECT 4055

Parcel Identification

Project Parcel Number: 117
Owner Name/Address: Salazar, Pedro III & Linda, 1553 Gretchen Avenue S
Lee County STRAP Number: 04-45-26-05-00010.0270
Legal Description: Lot 27, Block 10, Unit 5, Lehigh Estates, PB 15, PG 85
History of Ownership: No sale in previous five years
Interest Appraised: Fee Simple () Partial (X)
Assessed Value: \$17,060
Effective Date of Appraisal: December 9, 2004
Date of Report: December 13, 2004

Site Data

Parent Parcel - Overall Size: 8,750 square feet
Frontage - Depth: 50' X 175'
Acquisition Type: Fee Take () - A
Utility Easement () - B
Perpetual Easement (X) - C 200 square feet
Sidewalk ()
Drainage ()
Fill/Slope (X)
Parcel Remainder Size: 8,750 sf unencumbered, 200 sf encumbered
Existing Easements: Utility (X) Drainage () Road ()
Corner Parcel () Interior Parcel (X)
Topography - Level (X) Irregular ()
Soil Conditions - Typical (X) Require Correction ()
Flood Zone: B **Panel #:** 125124 0375 B
Utilities Available: Electricity (X)
Telephone (X)
Water ()
Sewer ()
Zoning/Land Use: C2/Central Urban
Adverse Conditions: None
Supporting Services: Lee County Sheriff and Fire
Miscellaneous: None
Marketing Time: Less than 1 year
Highest and Best Use: Commercial **Requires Zoning Change ()**
Used in connection with adjoining property

Improvements None (X) Site () Structure ()

Description of improvements within take area: None

Valuation

Approaches Used: Sales Comparison (X)
 Cost Approach ()
 Income Approach ()
Analysis Type: Complete (X) Limited ()
Report Type: Restricted () Summary (X) Self Contained ()

Sale Data: Range of Sales \$ per SF \$3.71 - \$6.29
 Time Adjusted Range \$ per SF \$3.95 - \$7.22
 Sale Date Range March 2004 - October 2004

Value of Improvements: N/A

Value Estimates: (See summary chart below)

SUMMARY OF ANALYSIS

**Gunnery Road Project
 Parcel 117**

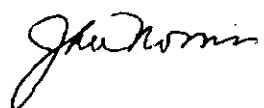
Market Value of Fee Simple Interest in Parent Parcel	x	8,750 sf \$5.75 per sf \$50,313	\$50,313
less: Market Value of Remainder			
* 8750 sf - 200 sf proposed easement area unencumbered fee value per square foot unencumbered fee value of remainder area	x	8550 sf * \$5.75 per sf \$49,163	
per county data Slope Easement-C Remainder \$5.75 per sf times .80 (1 - .20 percentage of impact) remainder value for land within proposed easement	x	200 sf \$4.60 per sf \$920.00	
Total Market Value of Remainder (rounded)			<u>\$50,083</u>
Market Value of Part Taken			<u>\$230.00</u>
rounded to			<u><u>\$230.00</u></u>

04-78-117sum

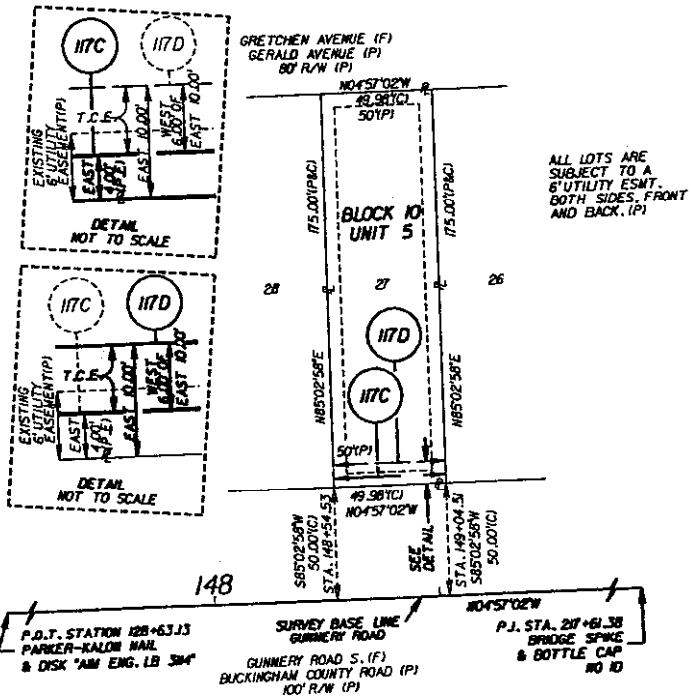
Additional information required for analysis to meet USPAP standards is located within the text of the main body of the analysis including all limiting conditions and special assumptions.

TOTAL COMPENSATION DUE THE PROPERTY OWNER (\$230.00)

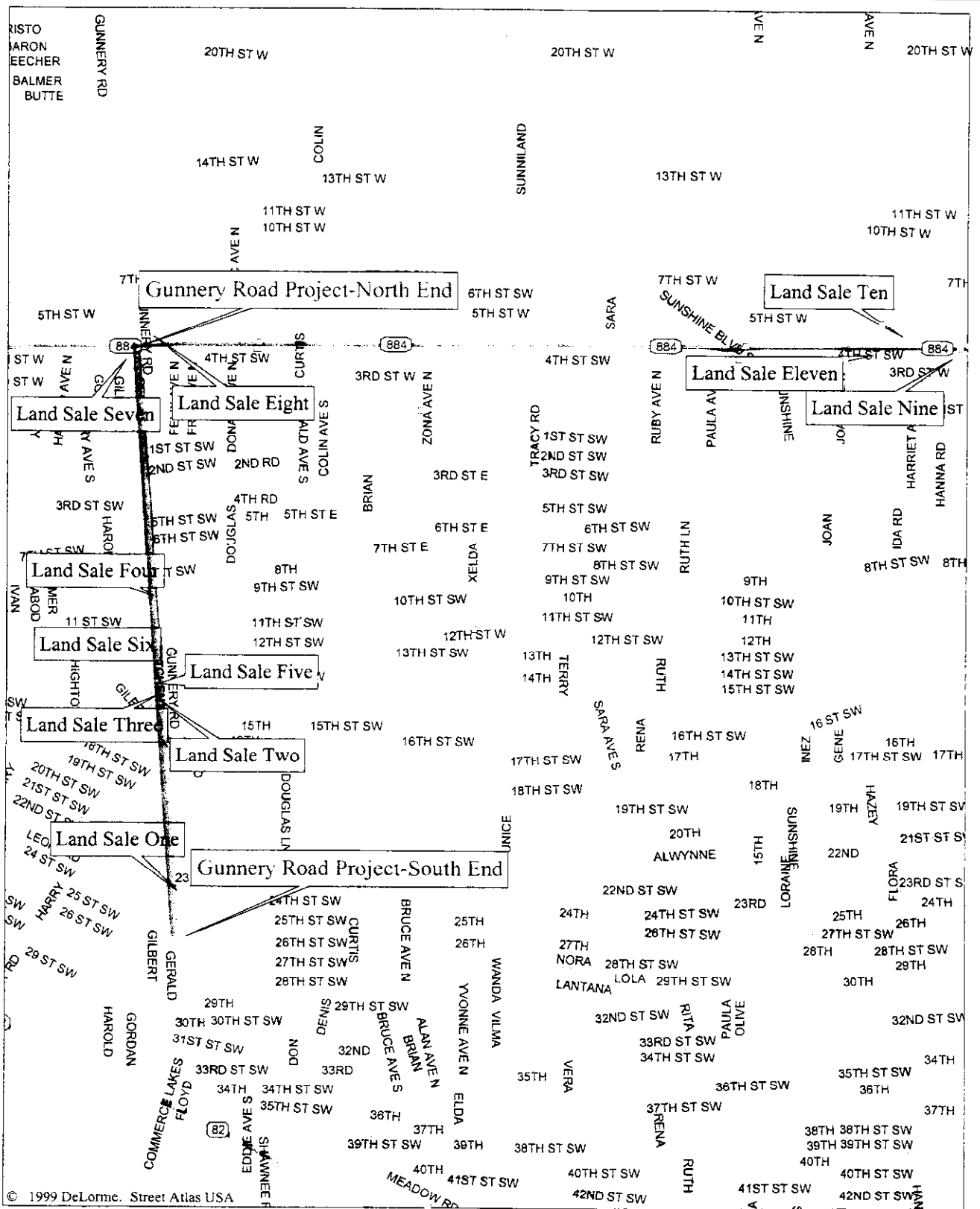
**Appraiser: J. Lee Norris MAI, SRA
 State Certified General Appraiser
 RZ # 0000643**



DETAIL
PARCEL 117C
AND
PARCEL 117D



PLAT MAP



LOCATION MAP