

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

**Blue Sheet No. 20050212**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Purchase Agreement for the acquisition of the Outpost Lounge parcel, located at 2041 Ortiz Ave, Fort Myers in the amount of \$250,000, pursuant to the terms and conditions set forth in the Agreement. Authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

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

**WHAT ACTION ACCOMPLISHES:** The acquisition of property necessary for the future widening of Ortiz Avenue, Project 4072.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 2 *C6E* **3. MEETING DATE:** *03-15-2005*

|  |   |  |
|--|---|--|
| <b>4. AGENDA:</b><br><input checked="" type="checkbox"/> CONSENT<br><input type="checkbox"/> ADMINISTRATIVE<br><input type="checkbox"/> APPEALS<br><input type="checkbox"/> PUBLIC<br><input type="checkbox"/> WALK ON<br>TIME REQUIRED: | <b>5. REQUIREMENT/PURPOSE:</b><br>(Specify)<br><input checked="" type="checkbox"/> STATUTE 125<br><input type="checkbox"/> ORDINANCE<br><input type="checkbox"/> ADMIN.<br><input type="checkbox"/> OTHER | <b>6. REQUESTOR OF INFORMATION</b><br>A. _____<br>B. DEPARTMENT Independent<br>C. DIVISION County Lands <i>[Signature]</i><br>BY <i>Karen L. W. Forsyth, Director</i> <i>[Signature]</i> |
|--|---|--|

**7. BACKGROUND:**

**Negotiated for:** Lee County Department of Transportation

**Interest to Acquire:** Fee simple, improved with a commercial building and subject to a billboard lease. (Neither the business, business name, beer/wine license nor associated intangible property is being acquired by Lee County).

**Property Details:**

Owner: Edd & Paula Jackson, h/w  
 Location: 2041 Ortiz Avenue  
 STRAP No.: 21-44-25-01-00010.0010

**Purchase Details:**

Purchase Price: \$250,000  
 Costs to Close: Approximately \$10,000 (Estimated cost includes phase I environmental site assessment and boundary survey. The owner is responsible for attorney fees and real estate broker fees, if any).

**Appraisal Information:**

Company: Diversified Appraisal, Inc.  
 Appraised Value: \$250,000

**Staff Recommendation:** Staff is of the opinion that the early acquisition of the property is beneficial due to the avoidance of possible business and/or severance damages that might have been incurred. In addition, the County will benefit from the assumption of a long-term billboard lease for \$3,000 per year, which will help to defray holding costs. Staff recommends the Board approve the Requested Motion.

**Account:** 20407930700.506110

20 - CIP; 4079 - Right of Way Opportunities; 30700 - Transportation Capital Improvements; 506110 - Land

**Attachments:** Purchase Agreement; Appraisal (Location Map Included); Title Data; 5-Year Sales History

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

| A<br>Department<br>Director | B<br>Purchasing or<br>Contracts | C<br>Human<br>Resources | D<br>Other         | E<br>County<br>Attorney | F<br>Budget Services |                    |                    |                    | G<br>County Manager |
|-----------------------------|---------------------------------|-------------------------|--------------------|-------------------------|----------------------|--------------------|--------------------|--------------------|---------------------|
| <i>[Signature]</i>          | <i>[Signature]</i>              |                         | <i>[Signature]</i> | <i>[Signature]</i>      | OA                   | OM                 | RISK               | GC                 | <i>[Signature]</i>  |
|                             |                                 |                         |                    |                         | <i>[Signature]</i>   | <i>[Signature]</i> | <i>[Signature]</i> | <i>[Signature]</i> |                     |

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: *2/23/05*  
 Time: *3:10*  
 Forwarded To:

RECEIVED BY  
 COUNTY ADMIN:  
*2/23/05*  
 COUNTY ADMIN 1140  
 FORWARDED TO:  
*2/25/05*  
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*EW*

This document prepared by

Lee County  
County Lands Division  
Project: Ortiz Avenue, 4072  
Parcel: Outpost Lounge  
STRAP No.: 21-44-25-01-00010.0010

ORIGINAL DOCUMENTS RETAINED IN  
COUNTY LANDS FILES FOR HANDLING  
BY BOARD ACCEPTANCE.

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_\_ day of \_\_\_\_\_, 2005 by and between EDD JACKSON AND PAULA F. JACKSON, husband and wife, hereinafter referred to as SELLER, whose address is 2041 Ortiz Avenue, Fort Myers, Florida 33905, 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 .56 acre (24,365 square feet) more or less, and located at 2041 Ortiz Avenue, Fort Myers, Florida 33905 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Ortiz Avenue Project No. 4072, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Two Hundred Fifty Thousand and no/100 (\$250,000.00), payable at closing by County Warrant.

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) Statutory warranty deed(s), 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) documentary stamps on deed(s);
- (d) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) payment of partial release(s) of mortgage fees, if any;
- (f) SELLER's attorney fees, if any.

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

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

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

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the Property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 30 days after notice, BUYER may elect to accept the Property in its existing condition, or may terminate this Agreement without further obligation.

If requested by BUYER in order to clear title to the subject site, SELLER hereby agrees to execute a quitclaim deed for adjacent lands located along the northerly or southerly boundaries of the Property.

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 and/or asbestos audit of the Property. If the audit identifies environmental or asbestos 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 ninety (90) 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.

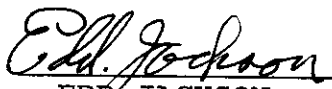
17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

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

WITNESSES:

SELLER:



BY  2-7-05  
EDD JACKSON (DATE)

WITNESSES:

*Josep Keith Gomez*  
\_\_\_\_\_

BY: *Paula F. Jackson 2-7-05*  
PAULA F. JACKSON (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

**SPECIAL CONDITIONS**

**BUYER: Lee County**  
**SELLER: Edd & Paula Jackson**  
**PARCEL: Outpost Lounge**

BUYER and SELLER hereby covenant that the Purchase Price recited herein, except as noted below, includes payment for all fixtures and trade fixtures, including but not limited to, built-in appliances, hot water heaters, additions, screen enclosures, windows, awnings, doors, floor covering, fencing, landscaping, manufactured residential unit affixed to the property, as of the date of the BUYER'S last inspection on December 2, 2004. Notwithstanding the foregoing, the, SELLER may carefully remove ceiling fans, the deep fryer, and air conditioner condenser unit and air handler, under the terms identified herein. (Title to all other fixtures and improvements will remain part of the subject property for purposes of transfer.) All removals and/or replacements must be completed in a good and workmanlike manner and no part of the structure damaged, unsecured or left exposed to the outside.

BUYER'S authorized agent will inspect the building and all other real property and improvements prior to closing. Removal of any fixture(s) by SELLER may cause a delay in closing and a reduction in the Purchase Price. All additional costs associated with any breach of this covenant will be paid by the SELLER.

SELLER hereby agrees that this Agreement is contingent upon the BUYER obtaining a satisfactory appraisal of the Property. If the BUYER is not satisfied with the appraisal for any reason, BUYER may terminate this Agreement without further obligation.

At the time of Closing, SELLER hereby agrees to deliver possession of the Property to BUYER, absent of any resident(s) or tenant(s), except the billboard lease acquired by Lamar Advertising Company, successor in interest to West Coast Outdoor, Inc., under the terms and conditions of that Lease dated July 29, 1998 and that certain First Amendment of Lease dated November 10, 2000, attached as Exhibit "B" hereto and made a part hereof, by and between Edd and Paula Jackson, Lessor, and West Coast Outdoor, Lessee. SELLER hereby agrees that the purchase of the Property is NOT subject to any other written or verbal lease agreement(s) of the SELLER. SELLER further agrees to assign any rents and leases effective of the date of Closing, to the BUYER.

The Purchase Price of \$250,000.00 is based upon a stated land area of 24,365 square feet. Said area shall be verified by the boundary survey obtained by BUYER pursuant to Paragraph 9 of the Agreement and if the actual net land area is less than 24,365 square feet, then the purchase price will be adjusted accordingly, at the agreed per square foot price of \$2.21.



Upon the BUYER'S written acceptance of this Agreement, SELLER hereby gives permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if asbestos is present in the improvements.

WITNESSES:

George Keith Gomez  
\_\_\_\_\_

SELLER:

Edd Jackson 2-7-05  
EDD JACKSON (DATE)

WITNESSES:

George Keith Gomez  
\_\_\_\_\_

SELLER:

Paula F. Jackson 2-7-05  
PAULA F. JACKSON (DATE)

CHARLIE GREEN, CLERK

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

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)

## Exhibit "A"

A tract or parcel in the Northwesterly corner of Lot 10, PINE CREST SUBDIVISION, as recorded in Plat Book 5, Page 3, Public Records of Lee County, Florida, more particularly described as follows: Commence at the southwest corner of said Lot 10, run Easterly along the South line of said Lot 10 20.0 feet to a point on the Easterly R/W line of Ortiz Avenue (SR 80B); thence run Northerly along said Easterly R/W line of Ortiz Avenue, said R/W line lies 20.00 feet East and parallel to the West line of said Lot 10 116.61 feet to the Point of Beginning of parcel herein described; From said Point of Beginning run East at right angles to Ortiz Avenue 165.00 feet; thence run North parallel to Ortiz Avenue 105.33 feet, more or less, to a point on the Southerly R/W line of a 50 foot County Road; thence run Northwesterly along said Southerly R/W of a 50 foot County Road 185.46 feet, more or less, to a point on the East R/W line of Ortiz Avenue; thence run South along said East R/W line 190.00 feet, more or less, to the Point of Beginning.

WEST COAST OUTDOOR, INC.  
AGREEMENT OF LEASE

This Agreement of Lease made this 29 day of July, 1998 between WEST COAST OUTDOOR INC. 997 AQUA LANE FORT MYERS FLORIDA 33919, HEREAFTER REFERRED TO AS ("Lessee"). and, *EDD & PAULA JACKSON* HEREAFTER REFERRED TO AS ("LESSOR"). Lessor leases to Lessee and Lessee leases from Lessor the following described real property, *2041 ORTIZ AVE FT. MYERS 33905* also described in Exhibit "A" attached hereto (the "Property").

In consideration of the premises, the mutual covenants and obligations of the parties set forth hereinafter, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. It is agreed that the intent of the Lessee is to lease, construct, operate and maintain advertising billboard(s) and electronic communications devices, including antenna and other devices (the "Structure") on the Property. It is agreed that this instrument is to act as a Lease not as a license and that the Structure constructed or installed on the Property will remain the personal property of the Lessee.
2. This Lease will be for a period of 20 years commencing on the date of permitting of the Structure on the Property. Lessee has the right to renew at the end of the first period of years for an additional like period of years on the same terms and for the same Lease rental. This Lease will then automatically renew itself from year to year, unless terminated in writing, by either party at least thirty (30) days prior to the expiration of the most current term of this Lease.
3. The rental for this Lease will be \$3,000.00 Dollars annually. This amount will be paid a yearly installment unless otherwise noted in this Lease. Lessor agrees to notify Lessee in writing of any delinquencies in rental installments and agrees to grant Lessee a thirty (30) day grace period for Lessee to correct said delinquencies. The grace period will begin on the date of Lessee's receipt of notification from Lessor.
4. Lessee has the right to illuminate the billboard(s) at its discretion and can run wires or cables above or below ground to accomplish illumination. In addition, Lessee's installation of electronic communications and antenna structures may serve as communications devices for others.
5. Lessor gives Lessee the right of ingress and egress over the Property of the Lessor whether or not leased in order that Lessee may construct, operate, maintain and/or service Structure on the Property. Lessee has the right to cut, trim or remove any trees, bushes, other vegetation or obstructions that hinder the visibility of the Structure. If such obstruction is placed on Property subsequent to the date of this Lease, then the Removal shall be done at the Lessor's expense.

6. Lessor warrants and represents that Lessor is the fee simple owner of the Property with full authority to lease the Property to Lessee and that the Property is free from any legal arrangements that may in any way prevent the Lessee from erecting and/or servicing Structure on the Property.
7. In the event the Lessee is ever prohibited or restrained, by any governmental authority or any other entity having jurisdiction or control over Lessee, from constructing or maintaining the Structure on the Property, or the view of the Structure shall be obstructed or otherwise reduced in value, this Lease shall terminate at the option of the Lessee upon Lessee delivering to Lessor thirty (30) days prior written notice of termination. Upon termination, Lessor shall refund to Lessee pro rata, any rent paid in advance for the unexpired term of the Lease and Lessor and Lessee shall have no further obligations under this Lease.
8. Lessor hereby acknowledges that Lessor is solely responsible for any sales tax incurred as the result of entering into this Lease with Lessee.
9. The rights hereunder are cumulative and shall insure to the benefit of and bind the parties hereto, their heirs, assigns and successors of interest. The parties hereby agree that the Lessee may, at its option, assign its rights and obligations under the Lease without Lessor's consent. This Lease shall be construed under the laws of the State of New Jersey.
10. Lessee shall be responsible for the day-to-day maintenance, repair and upkeep of the subject sign and shall, at all times during the term of this Lease, maintain the sign in a good state of repair. In the event the Property leased hereunder shall become the subject matter of condemnation proceedings instituted by way of governmental authority, Lessor shall have no authority whatsoever to release the governmental authority from the payment of condemnation proceeds to Lessee for and losses sustained by Lessee as a result of the institution of said condemnation proceedings for the loss of Lessee's sign. Lessor shall immediately notify Lessee of the institution of any condemnation proceedings upon the Property leased hereunder.
11. In the event of a breach of the terms of this Lease, by either party, the prevailing party in action to enforce the Lease shall be entitled to recover its attorneys fees and cost in addition to any other damages sustained.
12. This Agreement contains the entire written agreement of the parties hereto and supersedes any prior written or oral agreements between or among them concerning the subject matter contained herein.

INDIVIDUAL/S

SIGNATURE [Signature]  
PRINTED NAME Edd JACKSON

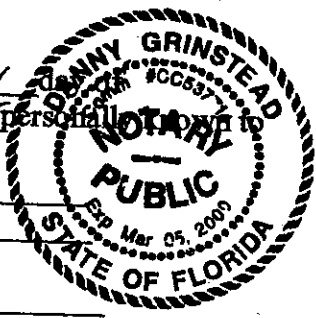
OFFICER/  
SIGNATURE [Signature]  
PRINTED NAME  
WEST COAST OUTDOOR, INC.

SIGNATURE [Signature]  
PRINTED NAME PAULA JACKSON

ADDRESS  
997 AQUA LANE  
ADDRESS  
FORT MYERS, FL. 33919

STATE OF FLA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 31  
July, 1998, by [Signature], who is: (  ) personally known to  
me; or ( ) has produced \_\_\_\_\_ as identification.  
My commission expires: \_\_\_\_\_



DONNY GRINEAD  
Printed Name  
Notary Public - State of FLA.

Bonded By Auto Owners Insurance Co.

A CORPORATION

\_\_\_\_\_  
Printed Name  
\_\_\_\_\_  
Printed Name

\_\_\_\_\_, a  
\_\_\_\_\_  
By: \_\_\_\_\_  
Printed Name  
Its: \_\_\_\_\_  
\_\_\_\_\_  
Post Office Address

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_,  
199 ,by \_\_\_\_\_, as \_\_\_\_\_, of \_\_\_\_\_, a \_\_\_\_\_  
corporation, on behalf of the corporation, He/She is: ( ) personally known to me; or  
( ) has produced \_\_\_\_\_ as identification.  
My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Printed Name  
Notary Public - State of \_\_\_\_\_

VACANT LAND

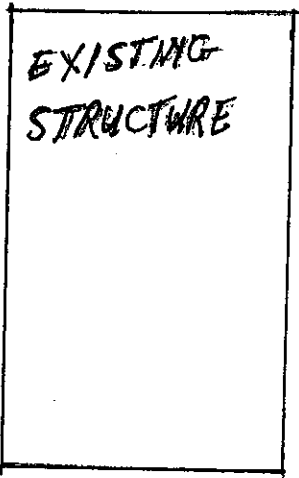
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Exhibit "B"

Page 4 of 8

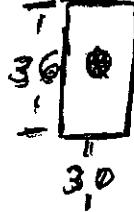
VACANT LAND

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VACANT LAND



M L K

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ORTIZ

*Ed. Jackson*  
 \_\_\_\_\_  
 EDD JACKSON  
 \_\_\_\_\_  
*Paula Jackson*  
 \_\_\_\_\_  
 PAULA JACKSON  
 \_\_\_\_\_

*John Acquavella*  
 \_\_\_\_\_  
 JOHN ACQUAVELLA  
 \_\_\_\_\_  
 \_\_\_\_\_

EXHIBIT "A"

Exhibit "B"

Page 5 of 8

PROPERTY DESCRIPTION:

2041 ORTIZ AV6  
FORT MYERS FL 33905

**FIRST AMENDMENT OF LEASE**

Nov 10 2000, by and between Edd Jackson and Paula Jackson ("Landlord"), and West Coast Outdoor, Inc., a Florida corporation ("Tenant").

WHEREAS, on or about July 29, 1998, Landlord and Tenant entered into an Agreement of Lease for certain premises located at 2041 Ortiz Avenue, Ft. Myers, FL 33905 (the "Lease").

WHEREAS, the parties wish to amend the Lease as more specifically set forth in this First Amendment.  
**W I T N E S S E T H :**

In and for the mutual consideration set forth below and other good and valuable consideration, the receipt and sufficiency of which is acknowledged by both Landlord and Tenant, the parties agree as follows:

- 1. **Background.** The foregoing background is true and correct and is incorporated herein by this reference.
- 2. **Amendment.** Paragraph 9, of the Lease is amended to read as follows:

The rights hereunder are cumulative and shall insure to the benefit of and bind the parties hereto, their heirs, assigns and successors of interest. The parties hereby agree that the Lessee may, at its option, assign its rights and obligations under the Lease without Lessor's consent. This Lease shall be construed under the laws of the State of Florida.

- 3. **Conflict.** The terms of this First Amendment shall control over any terms of the Lease which are in conflict with them. Where provisions in this Amendment and the Lease conflict in part and are compatible in part, the parts that are compatible will be read together, and with respect to the conflicting parts, the provisions of this First Amendment shall prevail.

IN WITNESS WHEREOF, the parties have executed this First Amendment to be effective as of Nov 10, 2000.

**WITNESSES:**

Cheyl Ringle  
Cheryl Ringle  
 Type or Print Name

Cheryl Ringle  
Cheryl Ringle  
 Type or Print Name

Edd Jackson  
 Edd Jackson

Paula Jackson  
 Paula Jackson



West Coast Outdoor, Inc., a Florida corporation

Cheryl Ringle  
Cheryl Ringle  
Type or Print Name

By: [Signature]  
JOHN ACQUARILLA  
Printed Name

\_\_\_\_\_  
Type or Print Name

Title: Vice Pres  
Date: Nov 10, 2000

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November, 2000, by Edd Jackson, who is [] personally known to me or [ ] produced \_\_\_\_\_ as identification.

Notary Official's Seal:

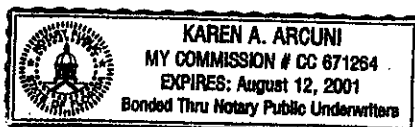


[Signature]  
Notary Signature  
Karen A. Arcuni  
Print or Type Notary's Name  
State of Florida

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of November, 2000, by Paula Jackson, who is [] personally known to me or [ ] produced \_\_\_\_\_ as identification.

Notary Official's Seal:

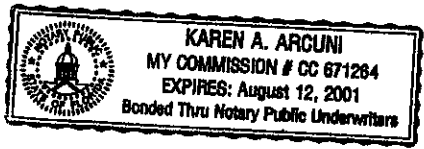


[Signature]  
Notary Signature  
Karen A. Arcuni  
Print or Type Notary's Name  
State of Florida

STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 10 day of November, 2000, by John Acquavella, as Vice President of West Coast Outdoor, Inc., a Florida corporation, who is  personally known to me or  produced \_\_\_\_\_ as identification.

Notary Official's Seal:



Karen A. Arcuni  
Notary Signature  
Karen A. Arcuni  
Print or Type Notary's Name  
State of Florida

*Diversified Appraisal, Inc.*  
*Real Estate Appraisers and Consultants*

*Ted A. Dickey, MAI*  
*State-Certified General Appraiser*  
*Certification #0000570*

*David C. Vaughan, MAI, MBA*  
*State-Certified General Appraiser*  
*Certification #0000509*



24 January 2005



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

Attn: Mr. J. Keith Gomez, Property Acquisition Agent

RE: Job #120410 - Limited Restricted Update Appraisal Report of  
Ortiz Avenue Widening Project Located at 2041  
Ortiz Avenue, Fort Myers, Florida, Project  
4072, Parcel #21-44-25-01-00010.0010

Dear Keith:

As you requested, a detailed on-site inspection and analysis of the subject property has been made as of 21 January 2005. Within the attached limited restricted update appraisal report, please find enclosed a legal description of the subject property.

This is an Update Appraisal Report. This report is to be used in conjunction with the original report with an effective date of valuation as of 23 October 2003, for the "prospective market value upon completion" of the proposed improvements. The original report was a restricted summary appraisal report, and this update report is to be used in conjunction with that report. An update report is a permitted departure from specific guidelines for real property appraisal. It is covered under Statement on Appraisal Standards No. 7 and Advisory Opinion AO-3. An update involves a combination of incorporation by reference from an original report and description and analysis of changes in conditions between the effective date of the update and the prior report. In this instance, three conditions have been met, which will allow an update to be applicable.

- a) The original appraiser/firm and client are involved.

- b. The real estate has undergone no significant change since the original appraisal.
- c. The time period between the effective date of the original appraisal (or most recent update) and the effective date of the pending update is not unreasonably long for the type of real estate involved.

In accordance with prior agreement between the client and the appraiser, this report is a result of a limited appraisal process in that certain allowable departures from specific guidelines of the Uniform Standards of Professional Appraisal Practice were invoked. The intended user of this report is warned that the reliability of the value conclusion provided may be impacted to the degree that there is departure from specific guidelines of the Uniform Standards of Professional Appraisal Practice. In this instance, the appraiser did not perform an Income Capitalization Approach and therefore, departed from Standards Rule 1-4(c) i, ii, iii and iv. The Income Capitalization Approach was omitted per instructions of the client in the original report. It is also not considered applicable, in this instance, due to the unique nature of the improvements.

This is a Limited Restricted Update Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(c) of the Uniform Standards of Professional Appraisal Practice for a Limited Restricted Update Appraisal Report. As such, it presents only brief discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. I have complied with the Standards of Professional Appraisal Practice, Competency Rule. I certify that I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

The purpose of the appraisal is to estimate the just compensation due the property owner as a result of a potential acquisition. Just compensation is a combination of any land/improvement taken plus any legal compensable severance damages. Just compensation is best determined by estimating the market value. Market value as set forth in Title 12 of the Code of Federal Regulations 564.2 (f) is:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

The intended use of the appraisal is understood to be for negotiating the acquisition of the property. The intended user of this appraisal is Lee County Division of County Lands who is the client.

The appraiser did not detect and has no knowledge of the existence of any hazardous materials or substances on the site. This appraisal assumes that no such materials exist to the extent that they would have an effect on the value. If any hazardous materials or substances are found on the site, then this appraisal is subject to reanalysis. The appraiser is not an expert in this field.

Lee County  
Page Four  
24 January 2005

The subject property is appraised as of 21 January 2005. A detailed on-site inspection was made on that date by David C. Vaughan, MAI.

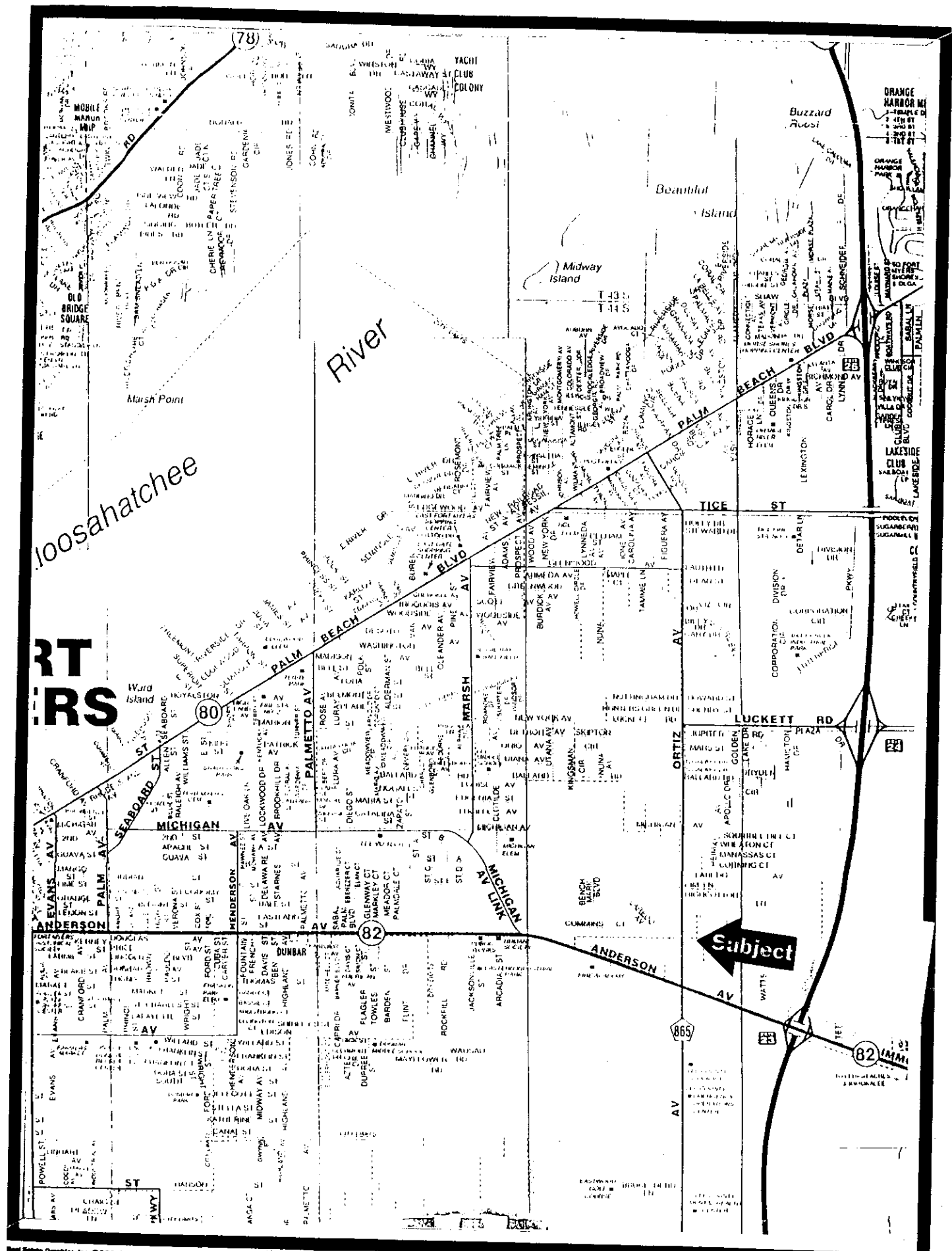
Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the just compensation due the property owner, as of 21 January 2005, is:

TWO HUNDRED FIFTY THOUSAND DOLLARS. . . . . (\$250,000)

Sincerely,



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



Mosohatchee River

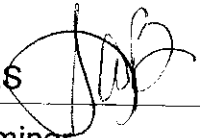
PORTERS

Subject

Division of County Lands

Updated In House Title Search  
Search No. 21050/A  
Date: May 31, 2002  
Parcel: *WIDENING*  
Project: Ortiz Avenue Right of Way  
Study #4072

To: Karen Forsyth  
Director

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner 

STRAP: 21-44-25-01-00010.0010

An update has been requested of In House Title Search No. 21050/A which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through May 15, 2002, at 5:00 p.m.

**Subject Property:** See attached Schedule "X"

Title to the subject property is vested in the following:

**Edd Jackson and Paula F. Jackson, Husband and Wife**

by that certain instrument dated July 19, 1985, recorded July 23, 1985, in Official Record Book 1794, Page 4454, Public Records of Lee County, Florida.

**Subject to:**

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Grant of Perpetual Easement to Lee County, recorded in Official Record Book 2713, Page 1776, Public Records of Lee County, Florida.
3. Notice of Tax Lien against Paula Jackson, recorded in Official Record Book 1884, Page 2466, Public Records of Lee County, Florida. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

No search has been made regarding the status of assessments for the East Lee County Sewer District.

**Tax Status:** 2001 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.**



## Schedule X

Project: Ortiz Avenue Right of Way Study #4072  
Search No. 21050/A

A tract or parcel in the Northwesterly corner of Lot 10, PINE CREST SUBDIVISION, as recorded in Plat Book 5, Page 3, Public Records of Lee County, Florida, more particularly described as follows: Commence at the southwest corner of said Lot 10, run Easterly along the South line of said Lot 10 20.0 feet to a point on the Easterly R/W line of Ortiz Avenue (SR 80B); thence run Northerly along said Easterly R/W line of Ortiz Avenue, said R/W line lies 20.00 feet East and parallel to the West line of said Lot 10 116.61 feet to the Point of Beginning of parcel herein described; From said Point of Beginning run East at right angles to Ortiz Avenue 165.00 feet; thence run North parallel to Ortiz Avenue 105.33 feet, more or less, to a point on the Southerly R/W line of a 50 foot County Road; thence run Northwesterly along said Southerly R/W of a 50 foot County Road 185.46 feet, more or less, to a point on the East R/W line of Ortiz Avenue; thence run South along said East R/W line 190.00 feet, more or less, to the Point of Beginning.

# 5-Year Sales History

Parcel: Outpost Site

Ortiz Avenue Road Widening  
Project No. 4072

**NO SALES in PAST 5 YEARS**