

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

**Blue Sheet No. 20050660**

**1. ACTION REQUESTED/PURPOSE:**

Approve Purchase Agreement for the acquisition of Parcel 112, Three Oaks Widening Project No. 4081, in the amount of \$991,206; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

**2. WHAT ACTION ACCOMPLISHES:**

The voluntary purchase of a parcel for the Three Oaks Widening Project and the avoidance of an Eminent Domain action. The Board must authorize the purchase of all real estate transactions.

**3. MANAGEMENT RECOMMENDATION:**

Management recommends approval for this action to avoid condemnation costs and expenses.

**4. Departmental Category:** 6      *cbd*      **5. Meeting Date:** *6-14-05*

<b>6. Agenda:</b> <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	<b>7. Requirement/Purpose: (specify)</b>		<b>8. Request Initiated:</b> <b>Commissioner</b> _____ <b>Department</b> Independent <b>Division</b> County Lands <b>By:</b> Karen L.W. Forsyth, Director <i>KLF</i>
	<input checked="" type="checkbox"/> Statute	73, 74 & 125	
	<input type="checkbox"/> Ordinance		
	<input type="checkbox"/> Admin. Code		
	<input type="checkbox"/> Other		

**9. Background:**

**Negotiated for:** Department of Transportation

**Interest to Acquire:** Fee simple (out parcels)

**Property Details:**

**Owner:** Paul H. Freeman, Alan C. Freeman, and Neil D. Freeman

**Address:** 18731-51 and 18801 Three Oaks Parkway

**STRAP No.:** 15-46-25-00-00005.1020 & .102A

**Purchase Details:**

**Purchase Price:** \$991,206

**Costs to Close:** Approximately \$10,000 (the Seller is responsible for attorney fees and real estate broker fees, if any).

**Appraisal Information:**

**Company:** W. Michael Maxwell and Associates, Inc.

**Appraised Value:** \$570,435 plus costs to cure total \$991,206

**Cost to Cure Damages to Remainder:** Source, Inc. \$420,771.20

**Account:** 20408118804.506110 (\$567,871) and 2040818824.506110 (\$423,335)

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

**10. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>K. Forsyth</i>			<i>cbd</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

**11. Commission Action:**

- Approved
- Deferred
- Denied
- Other

Rec. by CoAtty

Date: *6/14/05*

Time: \_\_\_\_\_

Forwarded To: \_\_\_\_\_

RECEIVED BY  
COUNTY ADMIN: *[Signature]*

*6-2-05*

*2:00*

COUNTY ADMIN  
FORWARDED TO: *[Signature]*

*[Signature]*

This document prepared by  
County Lands Division  
Project: Three Oaks Parkway Widening, No. 4081  
Parcel: 112  
STRAP Nos: (Part of) 15-46-25-00-00005.1020 and 15-46-25-00-00005.102A

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 MAY, 2005 by and between Paul H. Freeman, Alan C. Freeman and Neil D. Freeman, as Tenants in Common, each owning a one-third interest, hereinafter referred to as SELLER, whose address is 19091 Tamiami Trail, SE, Fort Myers, Florida 33908, 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 42,379 square feet, more or less, and located along Three Oaks Parkway in South Fort Myers, Florida, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Three Oaks Parkway Widening 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 ("Purchase Price") will be Nine hundred ninety-one thousand, two hundred and six dollars (\$991,206), 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. The Purchase Price is inclusive of costs to cure the remainder and relocation/replacement of signage.
- 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 \$991,206, 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 (in its then "as is" condition) and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

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

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

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

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

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

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

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the

size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

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

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

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

All warranties described herein will survive the closing of this transaction.

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

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

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

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

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

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

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

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

WITNESSES:

Ingrid Gomez  
Bray B  
Brooke S. Allen  
DAVID CHATE  
Christina S. Lopez  
Juanita Quezada

SELLER:

Paul H. Freeman 5/11/05  
Paul H. Freeman (DATE)  
Alan C. Freeman 5/11/05  
Alan C. Freeman (DATE)  
Neil D. Freeman 5/9/05  
Neil D. Freeman (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**

1. The BUYER recognizes that the Property being acquired for the right of way is a part of the Villages of San Carlos DRI, which contains a master drainage system permitted by the South Florida Water Management District. If BUYER utilizes any of the aforesaid drainage system, BUYER agrees to maintain the permitted drainage flows, through the 60 foot drainage easement adjacent to and west of the I-75 right of way, upon the subject Property, and will not over burden the drainage system in a manner that will have the effect of reducing, diverting or diminishing the drainage system in any way which would adversely affect the drainage capabilities of properties located within the DRI. Additionally, the SELLER, and its successors in title, shall have the right to drain the DRI Property not acquired by the BUYER in a manner consistent with the master water management permit obtained from the South Florida Water Management

2. BUYER agrees to allow SELLER, and or any successors in title or interest to the real Property adjacent to the subject Property, as described in EXHIBIT "A", the right to place a berm and/or landscaping, partially or wholly, within the eastern portion of the right of way that is not used for roadway, sidewalks, water collections, swales or drainage, along Three Oaks Parkway. However, prior to installation, these encroachments and the slope of the berm must be approved by the Lee County Department of Transportation. If, at a later time, the aforementioned area is needed for any roadway improvements, including, but not limited to, sidewalks, paving, water collection, swales, drainage, or for any subsurface, surface or above surface roadway uses, BUYER may remove, without any obligation to correct, repair, replace or make payment for, that portion of the berm and/or landscaping within the right of way.

WITNESSES:

Anguel Gomez  
Braugh  
Brooke A. Allen  
DAVID CHASTE  
Christina L. Lopez  
Juanita Guayuda

SELLER:

Paul H. Freeman 5/14/05  
Paul H. Freeman (DATE)  
Alan C. Freeman 5/14/05  
Alan C. Freeman (DATE)  
Neil D. Freeman 5/19/05  
Neil D. Freeman (DATE)

CHARLIE GREEN, CLERK

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

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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

# Exhibit "A"

Page 1 of 2

**PARCEL #12**

A portion of the lands described in Official Record Book 1931, Page 3673, of the public records of Lee County, Florida, lying in Section 15, Township 46 South, Range 25 East, Lee County Florida, being more particularly described as follows:

COMMENCE at the southwest corner of the northeast 1/4 of said Section 15 said point being a 4" X 4" concrete monument with disk stamped "LB 3114 CTR 15; thence N 89°37'38" E along the south line of said northeast 1/4 Section 15, 1073.20 feet to survey base line station 250+46.33 of Three Oaks Parkway per Lee County Project No. CN-02-06 (Three Oaks Parkway Project Right of Way Maps); thence N 89°37'38" E, 50.66 feet to a point on the existing easterly right of way line Three Oaks Parkway per L.C.D.O.T. project 84-026; thence departing said south line S 11°00'31" E, 238.61 feet to a point on the north line of those certain lands described in Official Record Book 1931, Page 3673, said point lying 50.00 feet right of survey base line station 247+98.33; said point also being the POINT OF BEGINNING; thence N 89°59'56" E along said north line to the proposed easterly right of way line of Three Oaks Parkway per Lee county Department of Transportation project No. CN-02-06, 50.94 feet; thence S 11°00'31" E along said proposed easterly right of way line 401.64 feet to the beginning of a tangent curve concave northeasterly; thence along said proposed easterly right of way line and along said curve to the left, having a radius of 1200.00 feet, a delta angle of 14°40'18", the chord for which bears S 18°20'40" E, a chord distance of 306.45 feet an arc distance of 307.28 feet to the end of said curve and a point on the south line of those certain lands described in Official Record Book 1931, Page 3673, said point lying 100.00 feet right of survey base line station 240+54.07; thence departing said proposed easterly right of way line and along said south line S 89°59'56" W, 109.99 feet to survey base line station 241+01.74 of Three Oaks Parkway; thence continue S 89°59'56" W, 20.00 feet to a point on the existing easterly right of way line, said point also being beginning of a nontangent curve concave northwesterly; thence along said easterly right of way line and along the arc of said curve to the left having a radius of 1030.00 feet, a delta angle of 02°20'03", the chord for which bears N 03°31'58" E, a chord distance of 41.96 feet, an arc distance of 41.96 feet to the end of said curve, and the beginning of a compound curve concave northwesterly; thence along said easterly right of way line and along the arc of said curve to the left, having a radius of 1030.00 feet, a delta angle of 13°22'28", the chord for which bears N 04°19'17"W, a chord distance of 239.88 feet, an arc distance of 240.43 feet to the end of said curve; thence N 11°00'31"W along said easterly right of way line, 411.61 feet to the POINT OF BEGINNING.

Said lands contain 42,379 square feet, more or less

**NOTE:**

BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE THREE OAKS PARKWAY FROM P.I. STATION 238+78.79 BEING A 5/8" IRON ROD AND CAP "AIM ENG. LB 3114" TO P.I. STATION 252+01.76 BEING A 5/8" IRON ROD AND CAP "AIM ENG. LB 3114" HAVING A BEARING OF N 11°00'31" W

THIS LEGAL DESCRIPTION AND SKETCH IS BASED UPON A RIGHT OF WAY MAP FOR L.C.D.O.T. PROJECT CN-02-06 PREPARED BY AIM ENGINEERING AND SURVEYING INC.

PREPARED BY  
AIM ENGINEERING & SURVEYING, INC.

BOB POTTER, P.E.S.M.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 5668

12-4-03  
DATE

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

**AIM Engineering & Surveying, Inc.**



5300 LEE BLVD.  
P.O. BOX 1235  
LEHIGH ACRES  
FLORIDA 33970  
239/532-4669  
FK239/332-8734

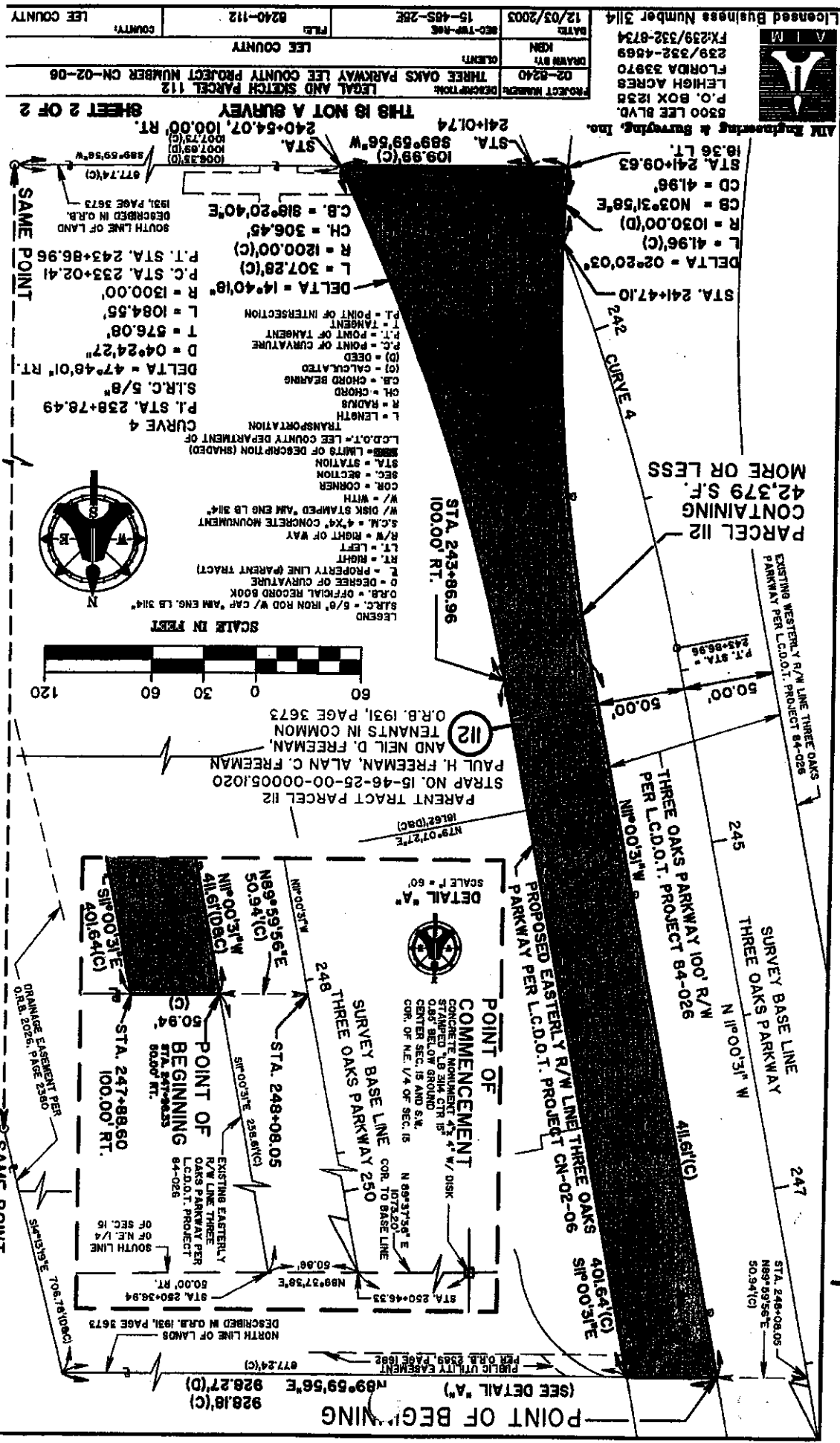
Licensed Business Number 3114

**THIS IS NOT A SURVEY**

**SHEET 1 OF 2**

PROJECT NUMBER: 02-8240		DESCRIPTION: LEGAL AND SKETCH PARCEL 112 THREE OAKS PARKWAY LEE COUNTY PROJECT NUMBER CN-02-06	
DRAWN BY: KEN	CLIENT: LEE COUNTY	FILE: 8240-112	COUNTY: LEE COUNTY
DATE: 12/03/2003	SEC-TYP-R/E: 15-46S-25E		





Lee County  
 15-485-28E  
 0240-112  
 LEE COUNTY



A.M. Engineering & Surveying, Inc.  
 5300 LEE BLVD.  
 P.O. BOX 1238  
 LEHIGH ACRES  
 FLORIDA 33970  
 239/332-4889  
 FX:239/332-8734  
 Licensed Business Number 3114

THIS IS NOT A SURVEY  
 240+54.07  
 109.99'(C) STA. 589°59'56"W  
 100.00' RT.  
 100.33'(D)  
 100.73'(C)  
 877.74'(C)  
 889°59'56"W

SAME POINT

SAME POINT

SAME POINT

**Division of County Lands**

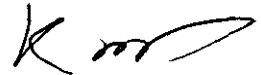
**Ownership and Easement Search**

Search No. 22390 & 22391

Date: May 11, 2005

Parcel:

Project: Three Oaks Widening, Project #4081



To: Robert G. Clemens, SR/WA  
Acquisition Program Manager

From: Kenneth Pitt  
Title Examiner

STRAP: 15-46-25-00-00005.1020  
15-46-25-00-00005.102A

Effective Date: Updates the original Searches from 01/01/2003 to 4/11/2005.

**Subject Property:** See Attached Schedule A.

Title to the subject property is vested in the following:

**Paul H. Freeman, Alan C. Freeman and Neil D. Freeman, as tenants in common, each owning a one-third interest**

by that certain instrument dated July 16, 1987, recorded July 27, 1987, in Official Record Book 1931, Page 3673, Public Records of Lee County, Florida.

**Easements:**

1. Easement to Lee County along the easterly boundary, recorded in Official Record Book 1517, Page 392, Public Records of Lee County, Florida.
2. Drainage Easement Agreement between Paul H. Freeman, Alan C. Freeman and Neil D. Freeman, as co-tenants, and Three Oaks I Master Association, Inc., recorded in Official Record Book 2026, Page 2380, Public Records of Lee County, Florida.
3. Declaration of Easements, Covenants and Operation Obligations, recorded in Official Record Book 2316, Page 1593, Public Records of Lee County, Florida.
4. Grant of Utility Easement to Gulf Utility Company, recorded in Official Record Book 2389, Page 1682, Public Records of Lee County, Florida.

NOTE (1): Master Declaration for Three Oaks I, recorded in Official Record Book 2007, Page 2662, as amended in Official Record Book 3237, Page 2980, Public Records of Lee County, Florida.

NOTE (2): Memorandum of Lease between Southwest Florida Capital Corporation and Food Lion, Inc., recorded in Official Record Book 2167, Page 1611, as amended in Official Record Book 2205, Page 4180, Public Records of Lee County, Florida.

## Division of County Lands

### Ownership and Easement Search

Search No. 22390 & 22391

Date: May 11, 2005

Parcel:

Project: Three Oaks Widening, Project #4081

NOTE (3): Notice of Development Order, recorded in Official Record Book 2212, Page 4603, Public Records of Lee County, Florida.

NOTE (4): Ground Lease Agreement between Paul H. Freeman, Alan C. Freeman and Neil D. Freeman, as tenants in common, and Cideco of Georgia, Inc., recorded in Official Record Book 2332, Page 2708, as amended by instruments recorded in Official Record Book 2332, Page 2746 and Official Record Book 2413, Page 429, Public Records of Lee County, Florida.

NOTE (5): Short Form Lease to Primeco Personal Communications, Limited Partnership, recorded in Official Record Book 3364, Page 4097, as assigned in Official Record Book 3364, Page 4121, Public Records of Lee County, Florida.

NOTE (6): Subject to a Notice of Commencement, recorded in Official Record Book 4411 Page 1436, Public Records of Lee County, Florida.

**Tax Status:** 2004 Ad Valorem Taxes are 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.**

**STAFF REVIEW**

22-09  
**Date**

**RECEIVED**  
DEC 20 2004  
COUNTY LANDS

**LIMITED APPRAISAL/SUMMARY REPORT FORMAT**  
**THREE OAKS PARKWAY WIDENING, PROJECT NO. 4081**  
**PARCEL 112**

**RE: PAUL FREEMAN AND ALAN FREEMAN**

**DATE OF VALUATION: 6 DECEMBER 2004**  
**DATE OF REPORT: 13 DECEMBER 2004**

**PREPARED FOR:**

**MICHAEL O'HARE**  
**PROPERTY ACQUISITIONS AGENT**  
**DEPARTMENT OF PUBLIC WORKS**  
**DIVISION OF COUNTY LANDS**  
**LEE COUNTY, FLORIDA**  
**POST OFFICE BOX 398**  
**FORT MYERS, FLORIDA 33902-0398**

**PREPARED BY:**

**MAXWELL & HENDRY VALUATION SERVICES, INC.**  
**12600-1 WORLD PLAZA LANE, BLDG. #63**  
**FORT MYERS, FLORIDA 33907**



**W. MICHAEL MAXWELL, MAI, SRA**  
**GERALD A. HENDRY, MAI**



**MAXWELL & HENDRY  
VALUATION SERVICES, INC.**

APPRAISERS - CONSULTANTS

12600-1 World Plaza Lane  
Building #63  
Fort Myers, Florida 33907

(239)-337-0555  
(239)-337-3747 - FAX

(e-mail)-appr@maxwellhendry.com  
(web)-www.maxwellhendry.com

**W. MICHAEL MAXWELL, MAI, SRA**  
State-Certified General Appraiser  
Certification 0000055

**GERALD A. HENDRY, MAI**  
State-Certified General Appraiser  
Certification 0002245

**ASSOCIATE APPRAISERS**

**William E. McInnis**  
State-Certified General Appraiser  
Certification 0002232

**Timothy D. Rieckhoff**  
State-Certified General Appraiser  
Certification 0002261

**Andrea R. Terregrossa**  
Registered Trainee Appraiser  
RI10787

**Matthew H. Caldwell**  
Registered Trainee Appraiser  
RI9277

13 December 2004

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

Attention: Mr. Michael O'Hare  
Property Acquisitions Agent

Re: Appraisal of partial taking for Three Oaks Parkway  
widening, Parcel 112 (Paul Freeman and Alan  
Freeman), in Section 15-46-25, Lee County, Florida

Dear Mr. O'Hare:

As per your request, an inspection and analysis have been made of the above property which, is legally described in the attached appraisal report. The purpose of this assignment is to estimate the market value of the undivided fee simple interest in the land as if free and clear of liens, mortgages, encumbrances, and/or encroachments, except as amended in the body of this report.

Market value for this purpose is understood to be 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, knowledgeably and assuming the price is not affected by undue stimulus. A full definition of market value can be found in the body of this report.

As per the Uniform Standards of Professional Appraisal Practice (USPAP), there are three report writing options. These options would include either a self-contained report, summary report, or restricted use report. A summary report format has been requested and will be used for this appraisal. The only difference between the self-contained report and a summary report is the level of detail of presentation. This appraisal will provide individual values for the two outparcels located along Three Oaks Parkway, which includes the parking lot located between the two, as well as berms, landscaping, roadways, etc. included in the take area. This report is considered to be a limited report to the extent that the shopping center improvements on the larger 15.28 acre parent tract are not being appraised. Therefore, this report will appraise the subject property as if vacant making this a Hypothetical Condition for this appraisal. A Hypothetical Condition is that which is

contrary to what exists, but assumed for purposes of analysis. The subject property is part of The Villages of San Carlos Development of Regional Impact (DRI). A copy of the DRI can be found in the Addenda to this report.

The function or intended use of this report is understood to be for use as a basis of value for the acquisition of a portion of the subject property for purposes of widening Three Oaks Parkway. The proposed taking consists of the westerly 50' to 109.99' of Outparcels 1 and 2 along with the parking lot located between the two, as well as berms, landscaping, roadways, etc. located in the take area. The reader's attention is directed to the Executive Summary, under the Extraordinary Assumptions heading, regarding the parent tract analysis. The subject property was last inspected on 6 December 2004 by Mrs. Andrea Terregrossa, Registered Trainee Appraiser. Mr. W. Michael Maxwell, MAI, SRA, made a subsequent inspection of the property. Our compensation in this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the obtainment of a stipulated result, or the occurrence of a subsequent event. In addition to the Assumptions and Limiting Conditions as contained in the Addenda to this report, this appraisal is made subject to the Extraordinary Assumptions and Hypothetical Conditions as outlined on the Executive Summary.

By reason of our investigation and analysis, data contained in this report, subject to the Extraordinary Assumptions and Hypothetical Conditions that apply, and our experience in the real estate appraisal business, it is our opinion that the just compensation due the property owner, as of 6 December 2004, is:

**FIVE HUNDRED SEVENTY FIVE THOUSAND FOUR HUNDRED THIRTY FIVE DOLLARS.....(\$575,435.00)**

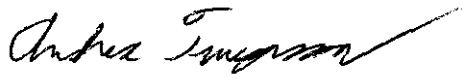
Respectfully submitted,



W. Michael Maxwell, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055

*reduced to RC  
\$570,435*

*(\$5000 covered in Source, Inc. cost estimate.)*



Andrea Terregrossa  
Registered Trainee Appraiser  
License Number RI10787



**EXECUTIVE SUMMARY**

**OWNER OF RECORD:** Paul Freeman and Alan Freeman as per the Lee County Property Appraiser records.

**LOCATION:** The subject property is located on the east side of Three Oaks Parkway across from San Carlos Boulevard in Section 15-46-25, Lee County, Florida. Outparcel 1 is the north outparcel and Outparcel 2 is the south outparcel. Both outparcels are located with exposure to Three Oaks Parkway.

**LAND AREA:** The overall parent tract contains 15.28 acres (665,596 square feet) according to the Lee County Property Appraiser records. The appraisers were not provided a survey indicating the exact size and dimensions of the parent tract or outparcels. The size for the parking lot was determined by multiplying the length times the width. The parking lot size was then divided into two and added to the two outparcels since the parking lot is for the two outparcels and is located between them. The overall larger parent tract of 15.28 acres was utilized for berms, landscaping, roadways, etc. The size of the outparcels was provided by the owner. The sizes can be shown on the following chart:

PARCEL	SIZE (ACRES)	PARENT TRACT (S.F.)	TAKING (S.F.)	REMAINDER (S.F.)
Outparcel #1	0.94	41,016	11,600	29,416
Outparcel #2	1.41	61,490	21,779	39,711
Entire Parent Tract	15.28	665,596	9,000	656,596

The proposed taking is the westerly 50' to 109.99' of the parent tract. When calculating the take area for Outparcel 1 and land areas such as berms, landscaping, roadways, etc., the figure of 50' of taking was applied. When determining the take area for Outparcel 2, the take area went from 50' to 109.99'. The take area totals 42,379 square feet (.97 acre). The remainder tract size for the parent tract is 14.31 acres. The remainder tract size for the two outparcels is shown in the previous chart. This report is subject to surveys for the parent tract and remainder parcels.

**IMPROVEMENTS:** The parent tract has been improved with a 51,194 square foot neighborhood shopping center.

**ZONING/LAND USE:** The subject property is part of The Villages of San Carlos DRI and is zoned CPD, Commercial Planned Development. A copy of the DRI, which includes the permitted uses for the two outparcels can be found in the Addenda to this report. The subject property is designated for Urban and Wetland

Community Land Use.

**HIGHEST AND BEST USE  
(Before Take):**

Commercial Development

**HIGHEST AND BEST USE  
(After Take):**

Commercial Development

**MARKET VALUE  
BEFORE TAKE -**

Outparcel 1:	\$ 617,240
Outparcel 2:	\$ 924,350
Entire Subject Property:	\$5,159,369

**VALUE OF PART TAKEN -**

Outparcel 1:	\$ 176,000
Outparcel 2:	\$ 328,685
Land Area Including Landscaping, Roadways, etc.:	\$ 70,750

**REMAINDER VALUE AS  
PART OF WHOLE -**

Outparcel 1:	\$ 441,240
Outparcel 2:	\$ 595,665
Entire Subject Property:	\$5,088,619

**REMAINDER VALUE  
AFTER TAKE -**

Outparcel 1:	\$ 441,240
Outparcel 2:	\$ 595,665
Entire Subject Property:	\$5,088,619

**SEVERANCE DAMAGES:** \$ 0

**AMOUNT DUE OWNER:** \$ 575,435

**INTEREST APPRAISED:** Fee Simple Interest

**DATE OF VALUATION:** 6 December 2004

**DATE OF REPORT:** 13 December 2004

**APPRAISERS:** W. Michael Maxwell, MAI, SRA  
Andrea Terregrossa, Registered Trainee Appraiser



**EXTRAORDINARY  
ASSUMPTIONS AND  
HYPOTHETICAL CONDITIONS:**

As mentioned above, this report is subject to the receipt of survey information depicting the exact size of the parent tract and take of the two outparcels, and the entire subject property, along with the remainder area for the two outparcels, and the entire subject property. This report is also subject to exact legal descriptions. This appraisal assumes that there are no substantial grade changes or new improvements within the take area which will necessitate additional costs for connecting the subject property to the new four lane Three Oaks Parkway. The subject property has been improved with a 51,194 square foot neighborhood shopping center however, for purposes of this appraisal the subject property will be appraised as if vacant making this a Hypothetical Condition of this appraisal. The subject of this appraisal is the two outparcels located on the east side of Three Oaks Parkway which includes the parking lot located between the two outparcels and the land area including berms, landscaping, roadways, etc. also located along Three Oaks Parkway. As part of the roadway taking, there is a pylon sign that must be relocated. Water, sewer, and utility lines both run in between the outparcels and the shopping center and will need to be reconfigured. The second entryway may also need to be reconfigured. Also a part of the parking located between the two outparcels which will be taken. In addition, there is a roadway to Gulf Utility that will no longer exist. Certain site improvements exist within the proposed right-of-way. These improvements consist of minimal paving, shrubbery, and "ornamental" type trees. We are estimating contributory value of these without the benefit of the other experts. Due to prior arrangements and agreement with the property owner, Lee County will be correcting any deficiencies or affecting any cures necessary in order to eliminate any potential severance damages due to these changes.

# ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST



*Cost to Cure Damages  
to Remainder*

**SOURCE, INC.**  
Engineers-Planners  
E.B. Business #2627  
1334 Lafayette Street  
Cape Coral, FL 33904  
Telephone (239) 549-2345  
Fax (239) 549-6779

PROJECT NO:	543-01-05 STA #2		
PROJECT NAME:	Three Oaks Town Center Overlay		
	Three Oakws Parkway Widening Project		
	Lee Co. DOT		
	Ref. Plan Sht. No. 1 dated 04/04/05		
TAKE-OFF BY:	JPE	DATE:	March 6, 2005
COST OPINION:	JPE	DATE:	March 7, 2005 Rev. 4/25/05

Revised 4/15/05 to Add San Carlos Boulevard Connection Improvements

TYPE:	Preliminary Planning	<input checked="" type="checkbox"/>	Pre-Design	<input type="checkbox"/>	Final Design
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ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	OPINION OF COST
<b>A.</b>	<b>DEMOLITION &amp; DISPOSAL - SITE PREP</b>				
1.	Paving removal/disposal	3,105	SY	4.00	12,420.00
2.	Culvert removal	560	LF	4.50	2,520.00
3.	CB removal	7	ea.	20.00	140.00
4.	Water main removal	510	LF	3.50	1,785.00
5.	Sewer line grout fill	260	LF	10.00	2,600.00
6.	Removal/disposal MH's	2	ea.	200.00	400.00
7.	Siltation Barrier	1,220	LF	2.50	3,050.00
<b>B.</b>	<b>CLEARING &amp; GRUBBING</b>				
1.	Clearing & grubbing	18,000	SY	1.00	18,000.00
<b>C.</b>	<b>EXCAVATION &amp; FILL</b>				
1.	Fill & compact existing swale	1,550	CY	18.00	27,900.00
2.	Excavate new swale	780	CY	5.00	3,900.00
<b>D.</b>	<b>DRAINAGE</b>				
1.	15" RCP culvert	65	LF	25.00	1,625.00
2.	18" RCP culvert	255	LF	30.00	7,650.00
3.	24" RCP culvert	530	LF	35.00	18,550.00
4.	Type "E" inlets	10	ea.	2,000.00	20,000.00
5.	Junction boxes	3	ea.	1,500.00	4,500.00
6.	Tie in existing structures	1	LS	1,200.00	1,200.00
7.	Mitered end sections - 24"	4	ea.	1,000.00	4,000.00
<b>E.</b>	<b>ROADWAY/PARKING</b>				
1.	Road stabilization/base construction	3,045	SY	10.00	30,450.00
2.	Road paving	2,900	SY	20.00	58,000.00
3.	Parking lot stabilization/bse construction	255	SY	8.00	2,040.00
4.	Parking lot paving	224	SY	18.00	4,032.00
5.	Signage & striping	1	LS	4,800.00	4,800.00
6.	Testing	1	LS	2,500.00	2,500.00
7.	Overlay paving	345	SY	12.00	4,140.00

# ENGINEER'S OPINION OF PROBABLE CONSTRUCTION COST

PROJECT NO:	543-01-05 STA #2		
PROJECT NAME: Three Oaks Town Center Overlay	Revised 4/15/05 to Add San Carlos Boulevard Connection Improvements		
Three Oakws Parkway Widening Project			
Lee Co. DOT			
Ref. Plan Sht. No. 1 dated 04/04/05			
TAKE-OFF BY:	JPE	DATE:	March 6, 2005
COST OPINION:	JPE	DATE:	March 7, 2005 Rev. 4/25/05

TYPE:	Preliminary Planning	<b>X</b>	Pre-Design	Final Design
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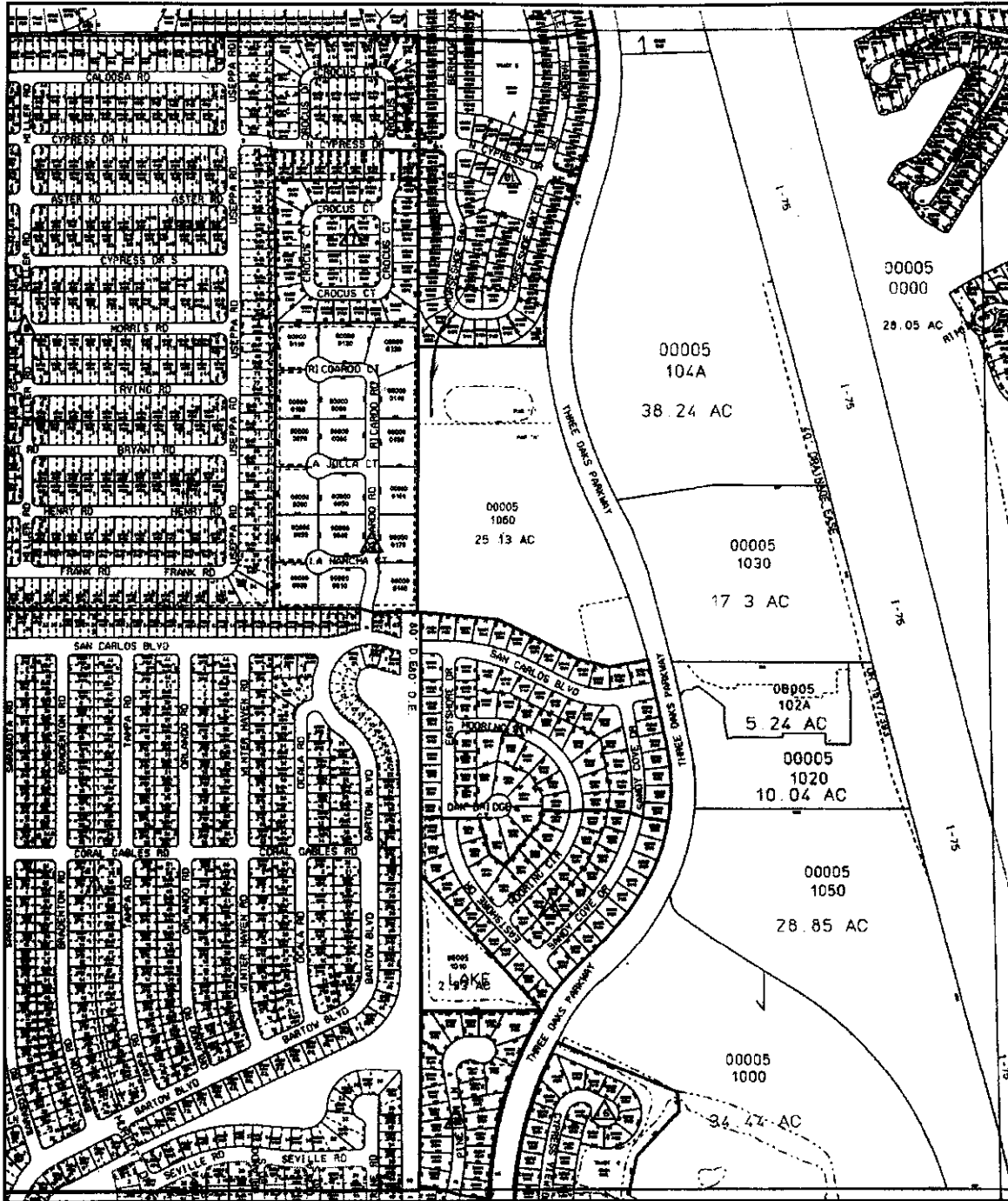
ITEM NO.	DESCRIPTION	EST. QUANTITY	UNIT	UNIT PRICE	OPINION OF COST
<b>F. WATER DISTRIBUTION</b>					
1.	10" PVC C-900	100	LF	22.50	2,250.00
2.	10" DIP	660	LF	32.50	21,450.00
3.	90° EL - 10"	1	ea.	435.00	435.00
4.	45° EL - 10"	2	ea.	375.00	750.00
5.	Tee - 10"	2	ea.	450.00	900.00
6.	10" restrained Jt cap	1	ea.	300.00	300.00
7.	Tapping sleeve & valve - 10"	2	ea.	3,750.00	7,500.00
8.	Hydrant	1	ea.	1,800.00	1,800.00
9.	10" casing direct durial	100	LF	95.00	9,500.00
10.	Testing/disinfection	1	LS	1,800.00	1,800.00
11.	10" valve w/valve box	2	ea.	750.00	1,500.00
<b>G. WASTEWATER COLLECTION</b>					
1.	Manholes	2	ea.	3,250.00	6,500.00
2.	8" gravity sewer	216	LF	36.00	7,776.00
3.	Services	1	ea.	800.00	800.00
4.	Testing	1	LS	1,500.00	1,500.00
<b>H. LANDSCAPING TYPE "A" BUFFER</b>					
1.	Trees	28	ea.	75.00	2,100.00
2.	Shrubs - double row	185	ea.	35.00	6,475.00
3.	Sod along roadway	1,900	LF	1.50	2,850.00
4.	Irrigation well w/pump unit	1	ea.	4,500.00	4,500.00
5.	Irrigation system	1	LS	3,000.00	3,000.00
6.	Mulch	1	LS	1,000.00	1,000.00
<b>I. PYLON SIGN</b>					
		1	LS	45,000.00	45,000.00
Subtotal Construction Cost Opinion					<b>365,888.00</b>
Plus Construction Contingency					15% 54,883.20
<b>TOTAL PROJECT COST OPINION (Construction Cost)</b>					<b>420,771.20</b>

ENGINEER:

J. P. [Signature]

FL REG. NO. 21022

SITE LOCATION MAP:



# 5-Year Sales History

Parcel 112

Three Oaks Widening

Project No. 4081

NO SALES in Past 5 Years