

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

Blue Sheet No. 20051121

1. ACTION REQUESTED/PURPOSE:

Authorize the Division of County Lands to make binding offer to property owner in the amount of \$40,800 for Parcel 106A, B & C, Church Road Widening Project No. 0919 (Hendry County), pursuant to the Purchase Agreement, and authorize the Division of County Lands to handle and accept all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner.

3. MANAGEMENT RECOMMENDATION: Management recommends Board approve the Action Requested.

4. Departmental Category: 6 C6C		5. Meeting Date: 08-30-2005
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute 73 & 125	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance	Department <u>Independent</u>
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code	Division <u>County Lands</u>
<input type="checkbox"/> Public	<input checked="" type="checkbox"/> Other: Resolution of Necessity	By: <u>Karen L.W. Forsyth, Director</u>
<input type="checkbox"/> Walk-On	Blue Sheet 20010245	<i>[Signature]</i>

9. Background:
Negotiated for: Solid Waste Department

Interest to Acquire: Fee

Property Details:

Owner: Felda Grove Partnership, a Florida General Partnership
Address: Church Road, Felda, Florida (Hendry County)
STRAP No.: 1-13-45-28-A00-0001.0000, 1-18-45-29-A00-0001.0000 & 0002.0000

Purchase Details:

Purchase Price: \$40,800
Costs to Close: \$5,000

The property owner has been unresponsive to Staff contact efforts. Therefore, staff recommends Board make a binding offer in the amount of \$40,800, and commence Eminent Domain procedures.

Appraisal Information:

Company: Hanson Real Estate Advisors, Inc.
Appraised Value: \$35,800

Staff Recommendation: Staff is of the opinion that the purchase prices increase of \$5,000 (14%) above the appraised value, can be justified considering the costs associated with condemnation proceedings, cure items value/cost estimates, estimated between \$5,000 and \$10,000. Staff recommends the Board approve the action requested.

Account: 200919-40102.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Data, Location Map

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>[Signature]</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

8/12/05
310
Gen Adm
310 PM

RECEIVED BY
COUNTY ADMIN:
8-12-05
3145
COUNTY ADMIN
FORWARDED TO:

REC'D AUG 11 2005

This document prepared by
County Lands Division
Project: **Church Road Extension**
Parcel: **106A, B & C**
STRAP No.: **1-13-45-28-A00-0001.0000,**
1-18-45-29-A00-0001.0000,
1-18-45-29-A00-0002.0000

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 _____, 1998 by and between **Felda Grove Partnership, a Florida General Partnership**, hereinafter referred to as SELLER, whose address is 9500 County Road 858, Immokalee, FL 34142, 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 hereby agrees to sell and BUYER hereby agrees to purchase, subject to the terms and conditions hereinafter set forth, all of that certain parcel of land consisting of 3.84 acres more or less, and located in **Hendry County, Florida**, and being more particularly described in "Exhibit A", attached hereto and made a part hereof, hereinafter called the Property. This property is being acquired for the **Church Road Extension 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") shall be Forty Thousand Eight Hundred and no/100 Dollars (\$40,800.00) 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 shall 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 \$40,800.00, from a title company acceptable to BUYER. Such commitment shall be accompanied by one copy of all documents which constitute exceptions to the title commitment. Such commitment shall 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, shall 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 shall 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 shall pay for:

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

7. **TAXES:** SELLER shall 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 shall 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 shall notify SELLER in writing of the defects and SELLER shall make a prompt and diligent effort to correct such defects. If SELLER fails to make such 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 such 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 such 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 which 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 which 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 any 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 shall survive the closing of this transaction.

In the event the SELLER breaches any of the above-described warranties as to environmental liability, SELLER hereby agrees to indemnify and hold the BUYER harmless from any and 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 shall constitute an Agreement for the purchase and sale of the Property which shall 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 shall be held at the office of the insuring title company on or before 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 shall 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, shall control all printed provisions in conflict therewith.

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

WITNESSES:

SELLER:

**Felda Grove Partnership, a Florida
General Partnership**

BY: _____ (DATE)
Its General Partner

CHARLIE GREEN, CLERK

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

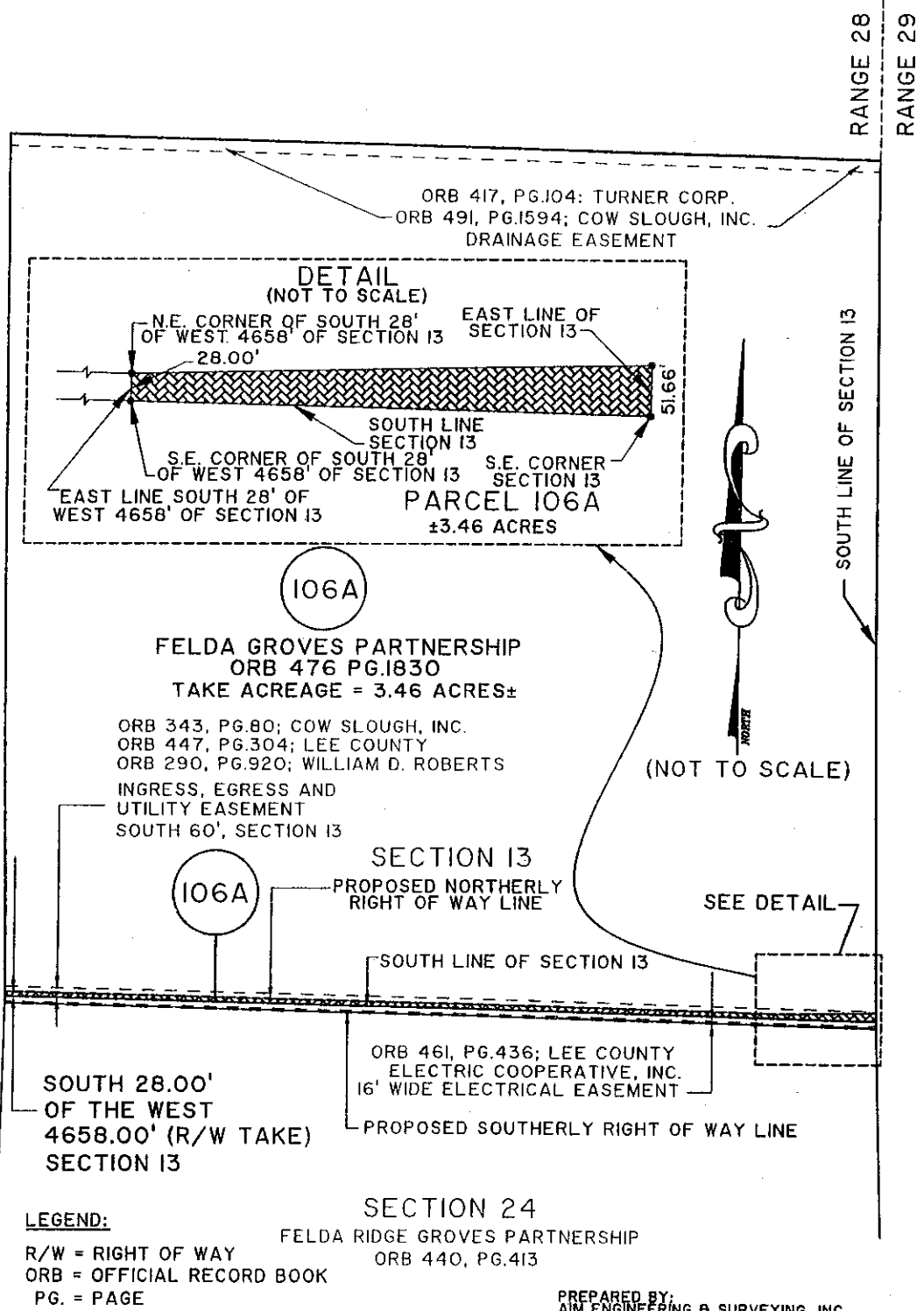
BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SECTION 13, TOWNSHIP 45 SOUTH, RANGE 28 EAST,
HENDRY COUNTY, FLORIDA



THIS IS NOT A SURVEY
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
941/332-4569
FX:941/332-8734

J.R. Brandenburg
JR. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 106A RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 9/02/98	SEC-TWP-RGE SEC-13-T45S-R28E
	COUNTY: HENDRY

SECTION 13, TOWNSHIP 45 SOUTH, RANGE 28 EAST,
HENDRY COUNTY, FLORIDA

PARCEL 106A

A PARCEL OF LAND LYING IN SECTION 13, TOWNSHIP 45 SOUTH, RANGE 28 EAST, HENDRY COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

THE SOUTH 28 FEET OF THE WEST 4658 FEET OF SAID SECTION 13 LYING WITHIN THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 476, PAGE 1830, PUBLIC RECORDS OF HENDRY COUNTY, FLORIDA.

AND

BEGIN AT A POINT LYING AT THE NORTHEAST CORNER OF THE SOUTH 28 FEET OF THE WEST 4658 FEET OF SAID SECTION 13; THENCE RUN NORTH-EASTERLY TO A POINT ON THE EAST LINE OF SAID SECTION 13, SAID POINT LYING 51.66 FEET NORTH OF THE SOUTHEAST CORNER OF SAID SECTION 13; THENCE RUN SOUTHERLY ALONG SAID EAST LINE OF SECTION 13 TO SAID SOUTHEAST CORNER OF SECTION 13; THENCE RUN WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 13, TO A POINT BEING THE SOUTHEAST CORNER OF SAID SOUTH 28 FEET OF THE WEST 4658 FEET OF SECTION 13; THENCE RUN NORTHERLY ALONG THE EAST LINE OF SAID SOUTH 28 FEET OF THE WEST 4658 FEET OF SECTION 13, A DISTANCE OF 28 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 3.46 ACRES, MORE OR LESS.

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET 1

J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

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AIM Engineering & Surveying, Inc.



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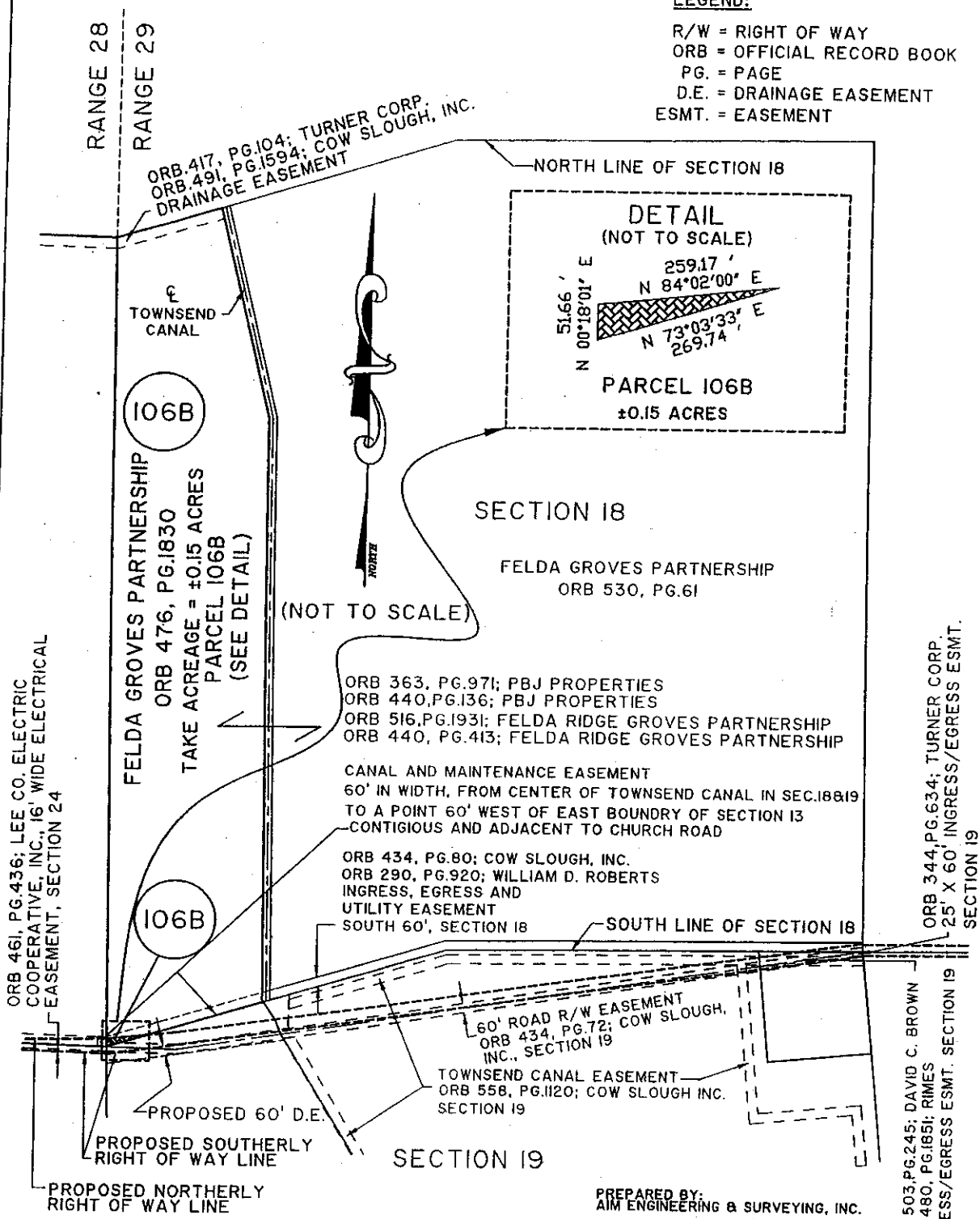
LEGAL DESCRIPTION AND SKETCH: SHEET 2 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 106A RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 9/02/98	SEC-TWP-RGE SEC-13-T45S-R28E
	COUNTY: HENDRY

SECTION 18, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

LEGEND:

- R/W = RIGHT OF WAY
- ORB = OFFICIAL RECORD BOOK
- PG. = PAGE
- D.E. = DRAINAGE EASEMENT
- ESMT. = EASEMENT



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PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.
J.R. Brandenburg
J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

LEGAL DESCRIPTION AND SKETCH- SHEET 1 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 106B RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 10/07/00	SEC-TWP-RGE 29S 45T R29E
	COUNTY:

SECTION 18, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

PARCEL 106B

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 45 SOUTH, RANGE 29 EAST, HENDRY COUNTY FLORIDA. A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 476, PAGE 1830 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 18; THENCE RUN N 00°18'01" E ALONG THE WEST LINE OF SAID SECTION 18, 51.66 FEET; THENCE RUN N 84°02'00" E, 259.17 FEET TO THE SOUTH LINE OF SAID SECTION 18; THENCE RUN S 73°03'33" W, ALONG SAID SOUTH OF SECTION 18, 269.74 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.15 ACRES, MORE OR LESS.

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET 1

J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2885

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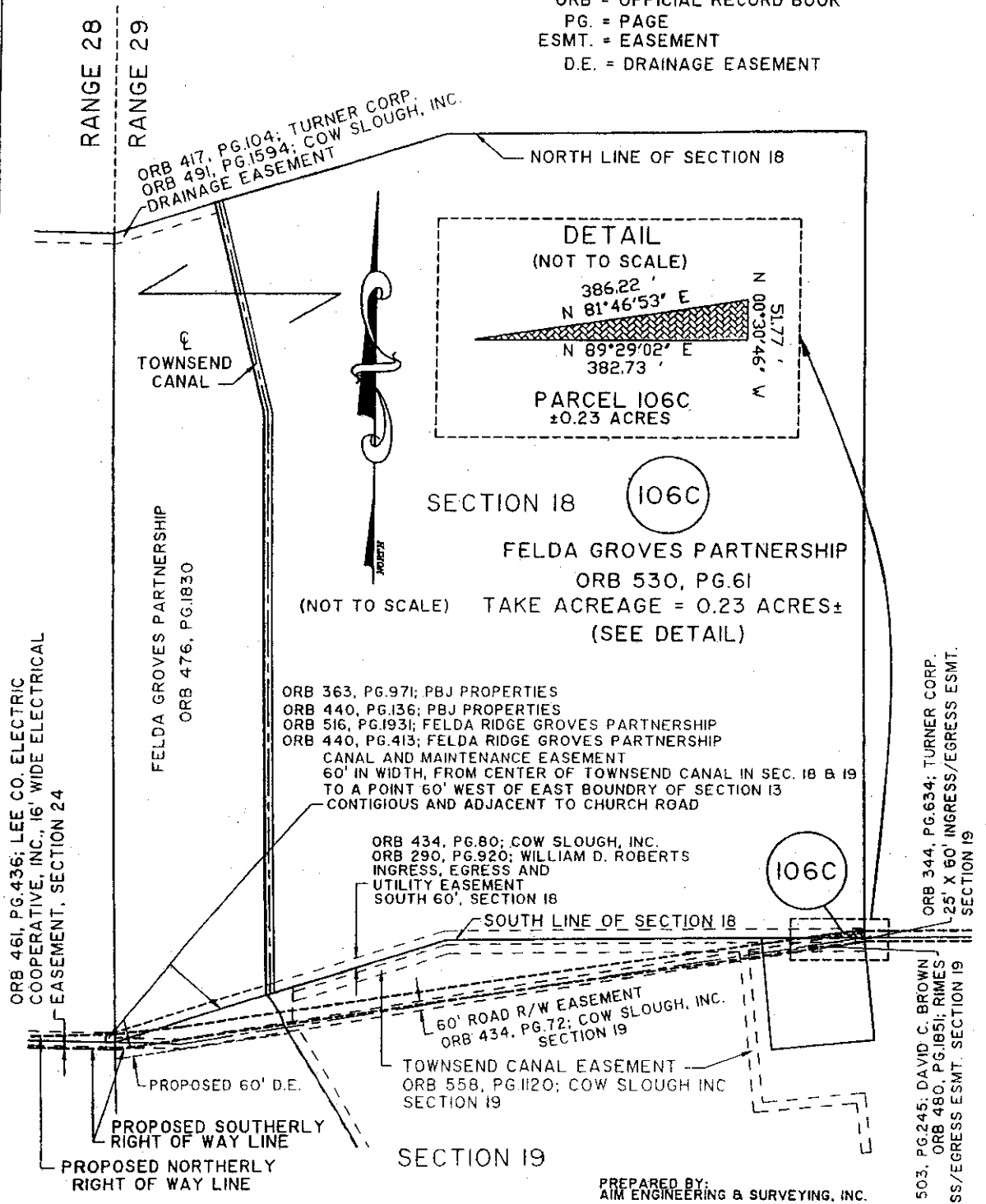
LEGAL DESCRIPTION AND SKETCH: SHEET 2 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 106B RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE:	SEC-TWP-RGE: COUNTY:

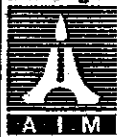
SECTION 18, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

LEGEND:

- R/W = RIGHT OF WAY
- ORB = OFFICIAL RECORD BOOK
- PG. = PAGE
- ESMT. = EASEMENT
- D.E. = DRAINAGE EASEMENT



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PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

J.R. Brandenburg
J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

LEGAL DESCRIPTION AND SKETCH: SHEET 1 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 106C RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 9/02/98	SEC-TWP-RGE SEC-18-T45S-R29E
	COUNTY: HENDRY

SECTION 18, TOWNSHIP 45 SOUTH, RANGE 29 EAST,
HENDRY COUNTY, FLORIDA

PARCEL 106C

A PARCEL OF LAND LYING IN SECTION 18, TOWNSHIP 45 SOUTH, RANGE 29 EAST, LEE COUNTY FLORIDA. A PORTION OF THOSE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 530, PAGE 61 BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT THE SOUTHEAST CORNER OF SAID SECTION 18; THENCE RUN N 00°30'46" W ALONG THE EAST LINE OF SAID SECTION 18, 51.77 FEET; THENCE RUN S 81°46'53" W, 386.22 FEET TO THE SOUTH LINE OF SAID SECTION 18; THENCE RUN N 89°29'02" E, ALONG SAID SOUTH LINE OF SECTION 18, 382.73 FEET TO THE POINT OF BEGINNING.

SAID LANDS CONTAINING 0.23 ACRES, MORE OR LESS.

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

SEE SHEET 1

J.R. BRANDENBURG
REGISTERED LAND SURVEYOR
FLORIDA CERTIFICATE NO. 2995

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FLORIDA 33970
941/332-4569
FX:941/332-8734

LEGAL DESCRIPTION AND SKETCH: SHEET 2 OF 2

PROJECT NUMBER: 98-7276	DESCRIPTION: PARCEL 106C RIGHT OF WAY TAKE- CHURCH ROAD
DRAWN BY: JDY	CLIENT: LEE COUNTY DEPARTMENT OF SOLID WASTE
DATE: 9/02/98	SEC-TWP-RGE SEC-18-T45S-R29E
	COUNTY: HENDRY

Division of County Lands

In House Title Search

Search No. R1-18-45-29-A00-0002.0000
Date: August 9, 2005
Parcel: 106
Project: Church Road Extension, Project
0919

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

From: Shelia A. Bedwell, CLS 
Property Acquisition Assistant

STRAP: R1-18-45-29-A00-0002.0000

This search covers the period of time from June 12, 1998, at 8:00 a.m. to August 4, 2005, at 5:00 p.m.

Subject Property: The Southerly 100 feet of Section 18, Township 45 South, Range 29 East, Hendry County, Florida, lying West of Townsend Canal.

Title to the subject property is vested in the following:

Felda Groves Partnership, a Florida General Partnership

By those certain instruments dated October 23, 1991, recorded October 31, 1991 in Official Record Book 476, Page 1830, and dated November 13, 1995, recorded November 28, 1995 in Official Record Book 530, Page 60, Public Records of Hendry County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Mortgage executed by Felda Groves Partnership, a Florida General Partnership, in favor of Metropolitan Life Insurance Company, dated April 26, 1996, recorded April 29, 1996, in Official Record Book 536, Page 381, Public Records of Hendry County, Florida.
3. Financing Statement between Felda Groves Partnership (Debtor), and Metropolitan Life Insurance Company (Secured Party), recorded April 29, 1996 in Official Record Book 536, Page 388, as continued by instrument recorded in Official Record Book 606, Page 1606, Public Records of Hendry County, Florida.
4. Easement Deed to Cow Slough Water Control District, recorded in Official Record Book 582, Page 1259, Public Records of Hendry County, Florida.

Division of County Lands

In House Title Search

Search No. R1-18-45-29-A00-0002.0000

Date: August 9, 2005

Parcel: 106

Project: Church Road Extension, Project
0919

5. Second Mortgage and Security Agreement executed by Felda Groves Partnership, a Florida General Partnership, to Pacific Land, Ltd., a Florida limited partnership, dated December 1, 2003, recorded December 17, 2003, in Official Record Book 663, Page 1208, as amended by Notice of Future Advance and Mortgage Modification Agreement, dated January 15, 2004, recorded February 3, 2004 in Official Record Book 666, Page 453, Public Records of Hendry County, Florida.
6. Financing Statement between Felda Groves Partnership, a Florida General Partnership (Debtor), and Pacific Land, Ltd., a Florida Limited Partnership (Secured Party), recorded in Official Record Book 663, Page 1215, Public Records of Hendry County, Florida.

Tax Status: 2004 taxes paid in the amount of \$8,396.85.

(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.

HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

July 27, 2005

Robert G. Clemens
Acquisition Program Manager
Lee County Division of County Lands
P. O. Box 398
Fort Myers, Florida 33902

Re: Complete Summary Appraisal Report No. 04-05-05.106
Project: Church Road Extension Project
Project No.: 919
Parcel No.: 106
Owner: Felda Groves Partnership, A Florida General Partnership
County: Hendry County, Florida

Dear Mr. Clemens:

Pursuant to your request, an inspection and analysis has been made of the above referenced property, which is legally described in the attached appraisal report. The purpose of the report is to estimate the market value of those property rights to be acquired, together with all diminution in value to the remaining land (if any) which can be attributed to the use of or activity upon land which has been proposed for acquisition.

As of January 1, 2005, the Appraisal Standards Board of the Appraisal Foundation approved revisions and modifications of the Departure Provision, and Standards Rules 2 and 3 and the Definition Section of the Uniform Standards of Professional Appraisal Practice (USPAP). In compliance with Standards Rule 2-2(b), the appraisers are communicating to the reader that this report is considered a Complete Summary Appraisal Report, one of the three reporting options allowed under this Standards Rule.

The subject property, containing 1,205.54 acres of gross land area, is located in the unincorporated Felda market area of western Hendry County, Florida. The property is proposed to be the subject of a partial acquisition by Lee County, consisting of a total of 3.84 acres of gross acres of land area to be acquired in fee simple interest for the construction of the Church Road Extension. The project, designated as Project No. 919, is proposed to run easterly from South Church Road and the Lee County Solid Waste Facility, along the southerly edge of the subject property, to State Route 29.

The parent tract is an improved citrus grove situated along the northerly edge of a partially-paved, unnamed east-west (EW) road, approximately one mile west of SR-29 and about 2½ miles northwest of Felda, in western Hendry County, Florida. The 1,205.54-acre parent tract consists of all of Sections 13, Twp 45 South, Range 28 East and Section 18, Twp 45 South, Range 29 East. The property has approximately two miles of frontage along the northerly edge of the EW roadway, which is known locally as Church Road. The partially-paved roadway provides legal access by easement over and across lands owned by others to SR-29 to the east, and to South Church Road to the west. The EW roadway is proposed to be developed as the Church Road Extension roadway. The public utilities to the subject are limited to telephone and electrical service. The property is zoned A-2 (General Agricultural) and is situated within the *Agricultural* land use designation (a maximum density of 1 du./5 ac.) on the Hendry County FLUM. The parcel is identified in the Hendry County Property Appraiser's office as Folio Nos. 1-13-45-28-A00-0001.0000, 1-18-45-29-A00-0002.0000, and 1-18-45-29-A00-0001.0000.

The parent tract is improved with an estimated 872.28 net tree acre ('NTA') citrus grove¹, consisting of 95.78 NTA of flame grapefruit trees on Swingle rootstock planted in 1992; 776.50 NTA of Valencia orange trees on Swingle rootstock planted in 1991 through 1996; and 333.26 net service acres (reservoir, service loading, unused lands, etc.) Grove irrigation is by micro-jet on poly-tubing. Grove improvements include 5 wells with diesel engines; 6 throw-out pumps with diesel engines; a 90.12-acre reservoir (Section 13); a 50.15-acre reservoir (Section 18); and two spray gates (canker stations). The property has all applicable water permits in place as of the date of appraisal. The grove appears to be in good condition. The highest and best use of the property has been estimated to be for continued use as a citrus grove.

The proposed fee simple partial acquisition area, totaling 3.84 acres, consists of three non-contiguous land areas along the southerly boundary of the parent tract. The parcels (A, B, & C) are identified as Project Parcel 106. Although Parcel 106 is encumbered by a roadway easement, the appraisers have been instructed to value the acquisition as a fee estate. Parcel 106A, containing 3.46 acres, is an irregular-shaped narrow parcel running along the entire southerly boundary of the subject's Section 13 for an estimated 4,658 feet, with a depth therefrom ranging from 28.0 feet to 51.66 feet. Parcel 106B, situated adjacent east of Parcel 106A containing 0.15 acre, is a small, triangular-shaped corner clip at the southwest corner of the subject's Section 18. Parcel 106C, containing 0.23 acre, is a similar small, triangular-shaped corner clip at the southeast corner of the subject's Section 18. The partial acquisitions are proposed for the construction of a paved

¹ Two separate owner-provided documents indicate 776.50 and 777.74 NTA of Valencias, respectively. The appraisers will use 776.50 NTA for the Valencias, and a total of 872.28 net tree citrus acres for this assignment.

roadway in connection with the construction of the Church Road Extension Project. There are no building improvements located within the partial acquisition area. There are only minor site improvements located within the proposed acquisition area.

The remainder property, containing 1,201.70 acres of gross land area, is an irregular-shaped tract consisting of two irregular-shaped sections of land, less the total 3.84 acres of proposed non-contiguous acquisition area, situated along the northerly right-of-way of the constructed Church Road Extension roadway. The impact of the proposed partial acquisition of the subject property and the activities expected to occur therein, results in a severance of a portion of the property's southerly boundary canal and drainage/irrigation system, perimeter fencing material, and a small portion of its access roadway. The appraisers have considered a cost-to-cure proposed by Environmental Consulting and Engineering, Inc. ('ECT'), an engineering firm hired by Lee County.

The function of the appraisal is understood to be for use as a basis of value for purposes of the proposed partial acquisition of the property and/or in the event of a formal eminent domain action.

This letter of transmittal precedes the full narrative appraisal report, further describing the property and containing the reasoning and most pertinent data leading to the final value estimates. Your attention is directed to the "General Assumptions", "General Limiting Conditions", and "Certificate of Appraisal", which are considered usual for this type of assignment and have been included in the addendum of this report.

By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal profession, it is our opinion that the total amount due the property owner as a result of the recent acquisition, as of December 3, 2004, the Date of Last Inspection, is:

• Value of Part Proposed To Be Acquired:		
• Land To Be Acquired:	\$11,500	
• Improvements To Be Acquired:	<u>4,400</u>	
Subtotal (Part To Be Acquired):		\$15,900
• Severance Damages:		-0-
• Net Cost to Cure:		<u>19,900</u>

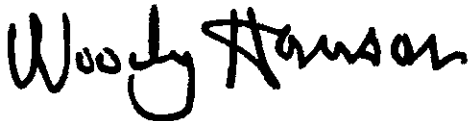
TOTAL AMOUNT DUE OWNER: \$35,800 [*]

[*] Critical Assumption: The appraisers have estimated the market value of the fee simple interest "before" and "after" the proposed partial acquisition. The fee simple estate was appraised according to the "unified fee rule." To the extent there are other parties of interest, they will be able to make a claim for their property interest at an apportionment hearing.

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Robert Clemens
July 27, 2005

The reasonable market exposure term for the parent tract and the remainder property after severance at this value estimate, is estimated to be 9 to 12 months.

Respectfully submitted,



Woodward S. Hanson, MAI, CRE, CCIM
St. Cert. Gen. REA RZ 1003



Robert A. Kump, II, Senior Appraiser
St. Cert. Gen. REA RZ 2248

SUMMARY OF VALUES IN THE REPORT

A. Value of Part To Be Acquired:

1) Before Property:	\$10,500,000
2) Part Acquired (Parcel 106 Land & Improvements):	(15,900)
3) Remainder (as Part of Whole) [1-2]:	\$10,484,100
4) Remainder (Appraisal Uncured):	(10,420,000)
5) Damages, (Total, Uncured) [3-4]:	\$ 64,100
6) Special Benefits:	-0-
7) Damages [5-6]:	\$ 64,100

B. Feasibility of Cost to Cure Damage:

8) Remainder (Appraised as Cured):	\$10,488,500
9) Remainder (Appraised, Uncured) [4]:	(10,420,000)
10) Damages, Curable [8-9]:	\$ 68,500
11) Damages, Incurable [7-10]:	(-0-)
12) Cost to Cure:	\$ 24,300
13) Improvements Cured but Paid for in [2]:	(4,400)
14) Net Cost To Cure [12-13]:	\$ 19,900

C. Summary Of Total Compensation:

• Part To Be Acquired-Parcel 106 [2]:	\$ 15,900
• Damages, Incurable [11]:	\$ -0-
• Cost To Cure [14]:	\$ 19,900
• Total Compensation:	\$ 35,800[*]

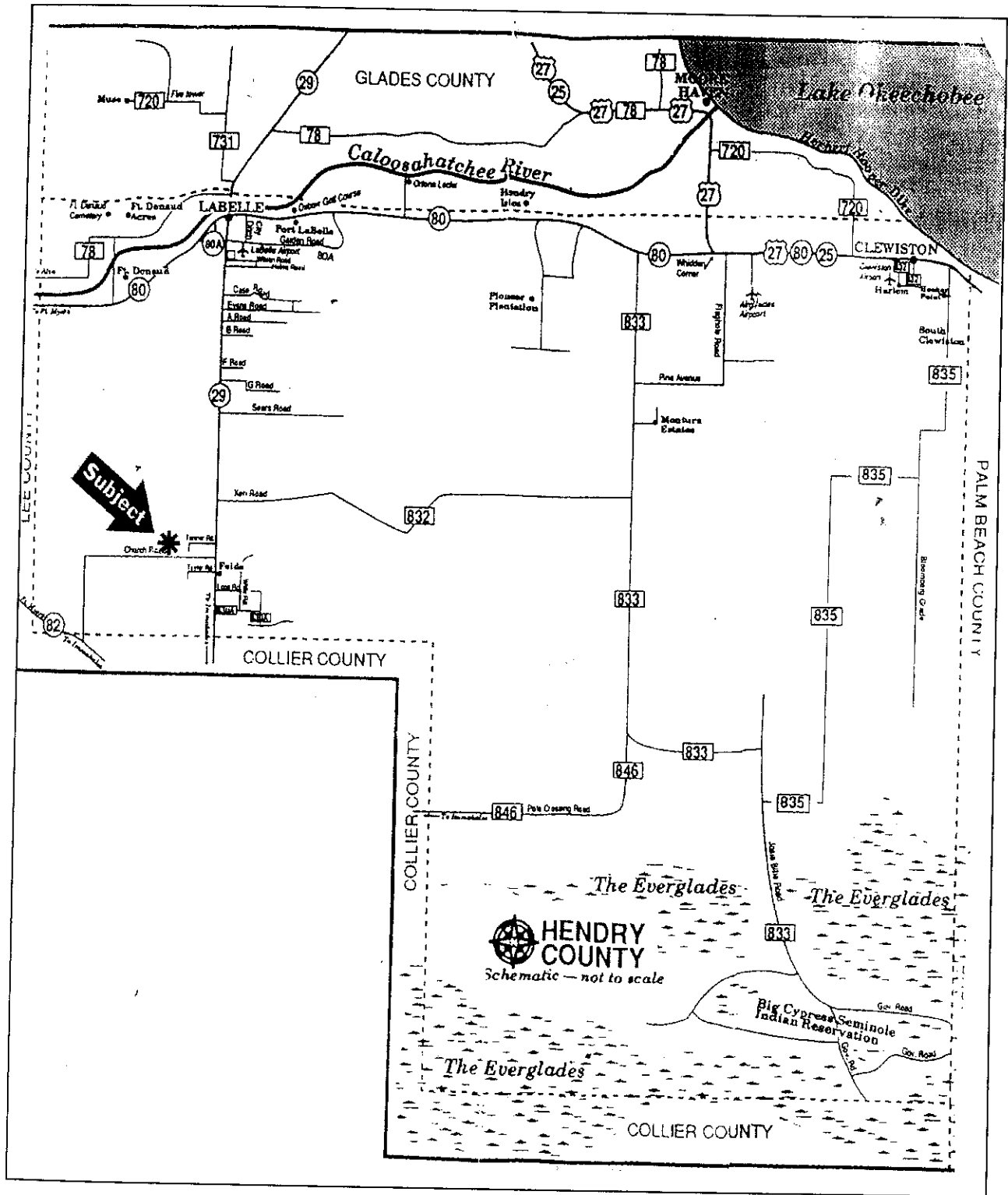
D. Amount Due Owner (Parcel 106):

• Value of Land To Be Acquired:	\$ 11,500
• Value of Improvements To Be Acquired:	4,400
• Severance Damages:	-0-
• Net Cost to Cure:	19,900
TOTAL AMOUNT DUE OWNER:	\$ 35,800[*]

[*] Critical Assumption: The appraisers have estimated the market value of the fee simple interest "before" and "after" the proposed partial acquisition. The fee simple estate was appraised according to the "unified fee rule." To the extent there are other parties of interest, they will be able to make a claim for their property interest at an apportionment hearing.

CHURCH ROAD EXTENSION PROJECT, PARCEL 106

AREA MAP



5 Year Sales History

Parcel No. 106

Church Road Widening Project, No. 0919

NO SALES IN THE LAST 5 YEARS