

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

Blue Sheet No. 20060610

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$3,000 for Parcel 63, Gladiolus Drive Widening, Project No. 4083, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

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

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6

C6C

5. Meeting Date: **06-06-2006**

6. Agenda:
 Consent
 Administrative
 Appeals
 Public
 Walk-On

7. Requirement/Purpose: (specify)
 Statute **125**
 Ordinance
 Admin. Code
 Other

8. Request Initiated:
 Commissioner _____
 Department _____ Independent
 Division _____ County Lands
 By: Karen L.W. Forsyth, Director

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Fee Interest in 382 square feet of vacant land.

Property Details:

Owner: Joe Stewart
Address: 10410 Gladiolus Drive, Fort Myers
STRAP: 32-45-24-01-0000C.0080

Purchase Details:

Binding Offer Amount: \$3,000
 In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$3,000, and commence Eminent Domain procedures.

Appraisal Information:

Appraised Value: \$2,300 as of March 7, 2006
Company: Hanson Real Estate Advisors, Inc.

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value can be justified and may secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action which is estimated between \$3,000 and \$5,000 excluding any land value increases.

Account: 20408330700.506110

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Summary, Location Map, 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.	
K. Forsyth			AD 5/16 and 5-18	Robert Speckmann 5-19-06	John 5-22	5/22/06	5/22/06	5/22/06	HS 5/24/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
 5-22-06
 Sum
 COUNTY ADMIN FORWARDED TO:
 5/24/06
 AD

REC'D BY CoAtty
 Date 5/18/06
 Time 4:00 PM
 Forwarded To:
 A. Umri
 5/19/06 4:36 PM

RECEIVED
 MAY 17 2006
 10:00 AM

This document prepared by
Lee County Division of County Lands
Project: Gladiolus Drive Widening, No. 4083
Parcel: 63
STRAP No.: 32-45-24-01-0000C.0080

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this _____ day of _____, 20____ by and between Joe Stewart, hereinafter referred to as SELLER, whose address is _____, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 382 square feet more or less, and located at 10410 Gladiolus Drive, Fort Myers, FL 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 Gladiolus Drive Widening Project, No. 4083, 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 Three Thousand and 00/100 dollars (\$3,000.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER's expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of the purchase price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

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

- (a) A statutory warranty deed, 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:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Joe Stewart

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

BY: _____
CHAIRMAN OR VICE CHAIRMAN

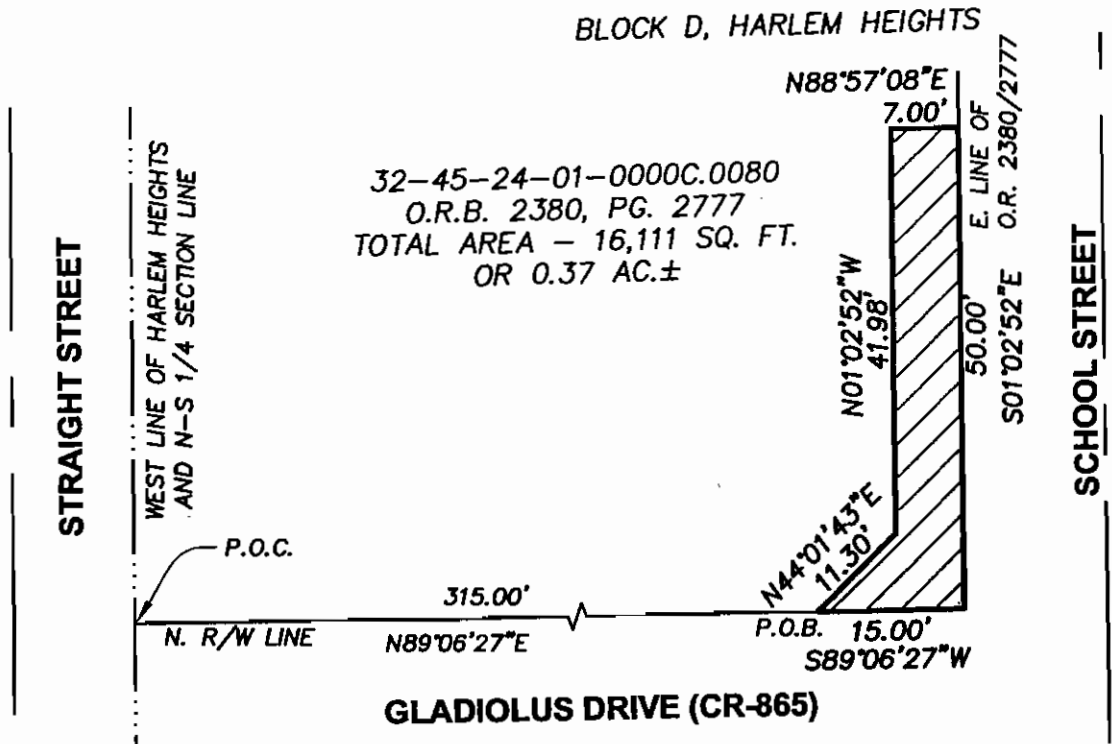
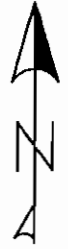
APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Exhibit "A"

SKETCH OF DESCRIPTION

OF A PARCEL LYING IN THE SW 1/4 OF THE NE 1/4 OF SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA



PARCEL NO.: 63
PROPERTY OWNER: JOE L. STEWART

REFERENCE: O.R.B. 2380 PG. 2777
STRAP NO.: 32-45-24-01-0000C.0080
AREA OF TAKE: 382 SQ. FT., 0.01 AC. MORE OR LESS
AREA OF REMAINDER: 15,729 SQ. FT. OR 0.36 AC. MORE OR LESS

KEY:
AC. - ACRES
PG. - PAGE
P.O.B. - POINT OF BEGINNING
P.O.C. - POINT OF COMMENCEMENT
O.R.B. - OFFICIAL RECORDS BOOK
SQ. FT. - SQUARE FEET

James N. Wilkison
JAMES N. WILKISON (FOR THE FIRM LB6773)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA LICENSE NO. LS 4876
THIS 14 DAY OF April 2005.

NOTE:
SEE SHEET 2 OF 2
FOR DESCRIPTION

THIS IS NOT A SURVEY

COONER & ASSOCIATES, INC.

SURVEYING AND MAPPING
5670 ZIP DRIVE, FORT MYERS, FLORIDA 33905
PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: TAKE PARCEL IN THE SW 1/4 OF THE NE 1/4 OF SEC 32-45-24	DATE: 4/12/05	SCALE: 1"=20'
	PROJECT No: 020504	DWG No: 0c_0080SKD SHEET: 1 OF 2

Exhibit "A" SKETCH OF DESCRIPTION

OF A PARCEL LYING IN THE SW 1/4 OF THE NE 1/4 OF SECTION 32, TWP 45 S, RGE 24 E, LEE COUNTY, FLORIDA

DESCRIPTION:

DESCRIPTION OF A PARCEL OF LAND SITUATED IN LOT 12, BLOCK "D", HARLEM HEIGHTS, AS RECORDED IN PLAT BOOK 8, PAGE 76, IN SECTION 32, TOWNSHIP 45 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, ALSO BEING A PART OF A PARCEL OF LAND RECORDED IN OFFICIAL RECORDS BOOK 2380, PAGE 2777, AND BEING DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID HARLEM HEIGHTS, ALSO BEING THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 32, AND THE NORTH RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE (COUNTY ROAD 865), THENCE RUN N89°06'27"E, A DISTANCE OF 315.00 FEET ALONG SAID NORTH RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; THENCE RUN N44°01'43"E, A DISTANCE OF 11.30 FEET TO A POINT ON A LINE RUNNING 7 FEET EAST OF AND PARALLEL TO THE EAST LINE OF SAID PARCEL AS RECORDED IN OFFICIAL RECORDS BOOK 2380, PAGE 2777; THENCE RUN N01°02'52"W, A DISTANCE OF 41.98 FEET ALONG SAID PARALLEL LINE; THENCE RUN N88°57'08"E, A DISTANCE OF 7.00 FEET TO SAID EAST LINE; THENCE RUN S01°02'52"E, A DISTANCE OF 50.00 FEET ALONG SAID EAST LINE; THENCE RUN S89°06'27"W, A DISTANCE OF 15.00 FEET ALONG THE NORTH RIGHT-OF-WAY LINE OF GLADIOLUS DRIVE TO THE POINT OF BEGINNING.

CONTAINING 382 SQUARE FEET OR 0.01 ACRES, MORE OR LESS.

NOTE:
SEE SHEET 1 OF 2
FOR SKETCH

THIS IS NOT A SURVEY

JEFFREY C. COONER AND ASSOCIATES, INC.

SURVEYING AND MAPPING

3900 COLONIAL BLVD., SUITE 4, FORT MYERS, FLORIDA 33912

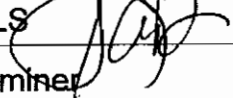
PHONE: (239)277-0722 FAX: (239)277-7179 EMAIL: SURVEYING@COONER.COM

CLIENT: LEE COUNTY D.O.T. ENGINEERING	DRAWN BY: JRF	CHECKED BY: J.N.W.
PARCEL DESCRIPTION: TAKE PARCEL IN THE SW 1/4 OF THE NE 1/4 OF SEC 32-45-24	DATE: 4/12/05	SCALE:
	PROJECT No: 020504	DWG No: OC_0080SKD SHEET: 2 OF 2


Division of County Lands

Ownership and Easement Search
Search No. 21239/D
Date: October 28, 2002
Parcel:
Project: Gladiolus Drive Project 4083

To: Karen L.W. Forsyth
Director

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

STRAP: 32-45-24-01-0000C.0080

No charges as of 4/29/06


Effective Date: October 20, 2002, at 5:00 p.m.

Subject Property: The east 31 feet of Lot 8, Block "C", and west one-half of vacated road adjacent to Lot 8 per resolution No. 86-11-10 as recorded in C.C.M.B. 176, Page 93, all in Harlem Heights as recorded in Plat Book 8, Page 76, of the Public Records of Lee County, Florida; AND

Lot 11 and the west 30 feet of Lot 12, Block "D", and east one-half of vacated road adjacent to Lot 11 per resolution No. 86-11-10 as recorded in C.C.M.B. 176, Page 93, all in Harlem Heights as recorded in Plat Book 8, Page 76, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Joe L. Stewart

by that certain instrument dated March 20, 1993, recorded April 23, 1993, in Official Record Book 2380, Page 2777, Public Records of Lee County, Florida.

Easements:

None found of record.

NOTES:

- Resolution No. 91-09-19, dated September 4, 1991, recorded December 19, 1991, in Official Record Book 2265, Page 2588, Public Records of Lee County, Florida. Said resolution pertains to ratifying the substantial completion of the acquisition and construction of assessable improvements in the project known as Fort Myers Beach/Iona-McGregor Wastewater Collection System Municipal Service Benefit Unit. Notice of Correction and Clarification regarding Lee County Resolution No. 91-09-19, dated July 7, 1992, recorded July 8, 1992, in Official Record Book 2312, Page 1, 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.

Division of County Lands**Ownership and Easement Search**

Search No. 21239/D

Date: October 28, 2002

Parcel:

Project: Gladiolus Drive Project 4083

2. Resolution No. 93-09-76, dated September 29, 1993, recorded November 18, 1993, in Official Record Book 2444, Page 589, Public Records of Lee County, Florida. Said resolution pertains to the supplementing of Resolution No. 91-09-19. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
3. Resolution No. 96-07-50, dated July 31, 1996, recorded September 18, 1996, in Official Record Book 2745, Page 1665, Public Records of Lee County, Florida. Said resolution pertains to a Notice of Delinquent Lien and setting forth delinquent special assessments levied for Lee County Mandatory Garbage and Solid Waste Collection. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
4. Resolution No. 97-07-13, dated July 8, 1997, recorded August 8, 1997, in Official Record Book 2854, Page 1, Public Records of Lee County, Florida. Said resolution pertains to a Notice of Delinquent Lien and setting forth delinquent special assessments levied for Lee County Mandatory Garbage and Solid Waste Collection. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
5. Certificate of Delinquency in favor of Shirley Stewart, recorded in Official Record Book 2923, Page 4115, Public Records of Lee County, Florida.
6. Resolution No. 98-05-06, dated May 5, 1998, recorded July 10, 1998, in Official Record Book 2985, Page 963, Public Records of Lee County, Florida. Said resolution pertains to a Notice of Delinquent Lien and setting forth delinquent special assessments levied for Lee County Mandatory Garbage and Solid Waste Collection. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
7. Resolution No. 99-08-05, dated August 3, 1999, recorded August 13, 1999, in Official Record Book 3156, Page 305, Public Records of Lee County, Florida. Said resolution pertains to a Notice of Delinquent Lien and setting forth delinquent special assessments levied for Lee County Mandatory Garbage and Solid Waste Collection. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
8. Covenant of Unified Control, recorded in Official Record Book 3518, Page 1627, Public Records of Lee County, Florida.
9. Code Enforcement Order, recorded in Official Record Book 3572, Page 3288, Public Records of Lee County, Florida.

Division of County Lands

Ownership and Easement Search
Search No. 21239/D
Date: October 28, 2002
Parcel:
Project: Gladiolus Drive Project 4083

Tax Status: 2001 Ad Valorem Taxes are PAID IN FULL; taxes for 2002 due and payable as of November 1, 2002.

(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

March 8, 2006

Robert G. Clemens
Acquisition Program Manager
Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

Re: Complete Summary Appraisal Report No. 06-02-01.63
Project: Gladiolus Widening Project (No. 4083)
Parcel No: 63
Owner: Joe Stewart
County: Lee County, Florida

Dear Mr. Clemens:

We are pleased to transmit this summary report of a complete appraisal that was prepared on the above referenced property. The purpose of this appraisal is to estimate the market value of those property rights proposed for acquisition by Lee County, Florida together with all legally compensable diminution in value to the remaining land (if any) which can be attributed to the proposed partial takings, or the uses and/or activities proposed thereon. The attached report sets forth the data, research, analyses and conclusions for this appraisal.

This assignment has been completed in conformity with the Uniform Standards of Professional Appraisal Practice ("USPAP") – 2005 Edition, (which is in effect until the publication and distribution of the 2006 Edition) as published by the Appraisal Standards Board of the Appraisal Foundation; and the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute. In so much that the appraisers did not invoke the Departure Provision of USPAP in the development of the valuation analysis and opinions, the appraisal is identified as a Complete Appraisal. The appraisers have communicated the valuation analysis and opinions in a Summary Appraisal Report format, as defined by Standard Rule 2-2 (b) of USPAP. The market value estimate is reported subject to the Extraordinary Assumptions, General Assumptions, and Hypothetical Conditions (if any) summarized below and in the Addendum of this report.

Market value for this purpose is defined as:

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:

1. buyer and seller are typically motivated;
2. both parties are well informed or well advised and acting in what they consider their best interests;

3. a reasonable time is allowed for exposure in the open market;
4. payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
5. 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.

Source: This definition is from regulations published by federal regulatory agencies pursuant to Title XI of the Financial Institutions Reform, Recovery, and Enforcement Act ("FIRREA") of 1989.

The client and intended user of this report is identified as Robert G. Clemens, Acquisition Program Manager, Division of County Lands, whose address is P.O. Box 398, Fort Myers, FL 33902. The intended use of the report is to provide the client and intended user an aid in estimating the amount due the owner (i.e., full compensation) based upon the proposed partial acquisition identified within.

The parent tract, containing 0.37 acres (16,111 SF) of gross land area, is located at the northwest corner of Gladiolus Drive and School Street in the Fort Myers market area of Lee County, Florida. The property is rectangular shaped, with a northerly edge measuring approximately 155 feet, an easterly edge measuring approximately 104 feet along the westerly right-of-way of School Street, a southerly edge measuring approximately 155 feet along the northerly right-of-way of Gladiolus Drive, and a westerly edge measuring approximately 104 feet. The parent tract is zoned CPD (Commercial Planned Development) and is designated Urban Community on the Future Land Use Map of the Lee County Comprehensive Plan. The appraisers have estimated that the highest and best use of the parent tract "as vacant" is for potential commercial development.

A portable produce stand is located on the parent tract, as described by the master concept plan located on page four of the Board of County Commissioners, resolution number Z-01-030. The Lee County Property Appraiser indicates that the property is vacant. Given the portable nature of the produce stand, and considering *The Dictionary of Real Estate, Third Edition* defines improvements as: "Buildings or other relatively permanent structures or developments located on, or attached to the land," it is the appraisers' opinion, that the produce stand does not represent an "improvement," and as such, will consider the site vacant.

The partial acquisition area, identified as Parcel 63 (Fee Taking), contains 382 square feet. It is a proposed fee simple acquisition for road right-of-way for Gladiolus Drive, and is located at the southeast corner of the parent tract. The taking is irregular shaped and is characterized by a northerly edge measuring 7.00 feet, an easterly edge measuring 50 feet along the westerly right-of-way of School Street, a southerly edge measuring 15 feet along the northerly right-of-way of Gladiolus Drive and a non-linear westerly edge measuring 53.28 feet. There are no improvements of any consequence located within the acquisition area.

The remainder property, containing 0.36 acres (15,729 SF) of gross land area, is rectangular shaped, with a northerly edge measuring approximately 155 feet, a non-linear easterly edge measuring approximately 114 feet along the westerly right-of-way of School Street, a southerly edge measuring approximately 140 feet along the northerly right-of-way of Gladiolus Drive, and a westerly edge measuring approximately 104 feet. The highest and best use remains for potential commercial development.

Robert G. Clemens
March 8, 2006
Page 3

By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal business, it is our opinion that the amount due the owner (as a result of the proposed partial acquisition), as of March 07, 2006, is:


Value of Property Rights Taken:	
Parcel 63 (Fee Taking):	\$2,300
Value of Improvements Taken:	-0-
Incurable Severance Damages:	<u>-0-</u>
TOTAL AMOUNT DUE OWNER:	\$2,300

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

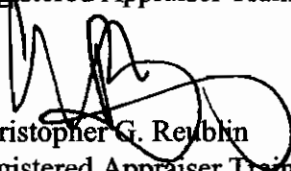
Respectfully submitted,



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

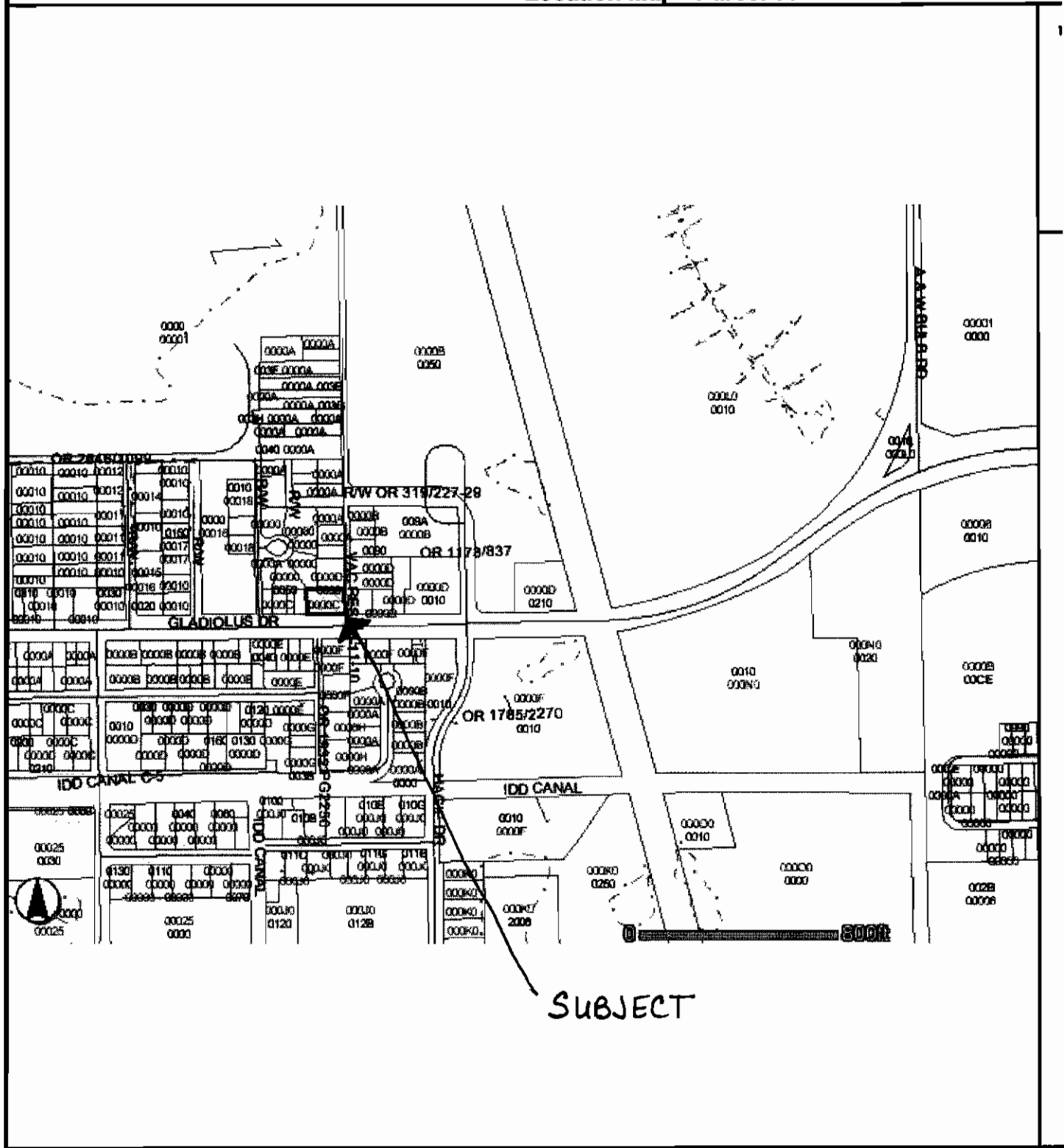


Andrew D. Anderson
Registered Appraiser Trainee RI 14189



Christopher G. Reublin
Registered Appraiser Trainee RI 16310

Location Map - Parcel 63



5-Year Sales History

Parcel No. 63

Gladiolus Drive Widening Project, No. 4083

NO SALES in PAST 5 YEARS

NOTE: Sale(s) relate to "parent tract" of the subject parcel.