

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

Blue Sheet No. 20060910

1. ACTION REQUESTED/PURPOSE: Authorize: 1) the Division of County Lands to make binding offer to property owner in the amount of \$54,701 for parcel 100, Alico Road Water Main Relocation/Metro Project No. 7143, pursuant to the Easement Purchase Agreement; 2) 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: Approve

4. Departmental Category: 6 CGI		5. Meeting Date: 08-01-2006
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify) <input checked="" type="checkbox"/> Statute 125 <input type="checkbox"/> Ordinance <input type="checkbox"/> Admin. Code <input type="checkbox"/> Other	8. Request Initiated: Commissioner _____ Department _____ Independent Division _____ County Lands By: <u>Karen L.W. Forsyth, Director</u> <i>KLF</i> 7-19-06

9. Background:

Negotiated for: Lee County Utilities

Interest to Acquire: Perpetual Public Water Distribution System Easement

Property Details:

Owner: Kenneth K. Bennett, Trustee of Land Trust Number 5733, dated February 26, 1987
Address: 3319 Boca Ciega Drive, Naples, FL 34112
STRAP No.: 06-46-25-00-00011.0000

Purchase Details:

Purchase Price: \$54,701
Costs to Close: \$ 3,750

Appraisal Information:

Company: Diversified Appraisal, Inc.
Appraised Value: Salient appraisal data attached

Staff Recommendation: Approve motion.

Account: 20714348730.506110

Attachments: Purchase and Sale Agreement, In-house Title Search, Appraisal Letter, Area 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>Robert Thomas</i> <i>R KF</i>	N/A	N/A	<i>6/20/06</i> <i>7/19/06</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 7/20/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

[Signature]
7-19-06

RECEIVED BY
COUNTY ADMIN
7/20/06
COUNTY ADMIN
FORWARDED TO:
7/20/06
4:30

Rec. By CoAtty
Date: 7/19/06
Time: 3:50pm
Forwarded To:
7-20-06

Parcel 100
Project: Alico Road Water Main Relocation/Metro, Project No. 7143
STRAP No.: 06-46-25-00-00011.0000

**BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
EASEMENT PURCHASE AGREEMENT
IN LIEU OF CONDEMNATION PROCEEDINGS**

This Agreement made and entered into this ____ day of _____, 20 ____, by and between, **KENNETH K. BENNETT, not individually, but as Trustee of that certain Land Trust Number 5377, dated February 26, 1987 and known as Trust Number 5377**, whose address is 3319 Boca Ciega Drive, Naples, FL 34112, hereinafter referred to as Owner, and **LEE COUNTY**, a political subdivision of the State of Florida, for the use and benefit of said County, hereinafter referred to as Purchaser.

Whereas, Purchaser requires a perpetual, nonexclusive Perpetual Public Water Distribution System Easement, located and described as set forth in Exhibit "A". All Exhibits are attached hereto and made a part hereof by reference, in conjunction with the Alico Road Water Main Relocation/Metro, Project 7143.

- a) Owner will grant said easement/s to Purchaser for the sum of \$54,701.00; Purchaser to pay recording costs, documentary stamps and title insurance, if any.
- b) Owner agrees that said easements will be granted to Purchaser by execution of the Non-exclusive Perpetual Public Water Distribution System Easement in form and substance set forth in Exhibit "X".
- c) Purchaser will pay Owner the amount agreed upon in item (a) of this agreement by County Warrant within 60 days of the execution and acceptance of this Easement Purchase Agreement and the Perpetual Public Water Distribution System Easement instrument by Purchaser.
- d) Owner agrees that Purchaser, its successors and assigns will be allowed to use said easement areas, called "the Property", as specified in the Easement document set forth in Exhibit "X".
- e) The land in Exhibit "A" is not and has never been the homestead of the Owner, nor is it contiguous to the homestead of the Owner.
- f) Owner, prior to receiving amount in Item (a) of this Agreement, will provide either a release, satisfaction of mortgage or subordination agreement for all mortgages that encumber the property. Owner will pay reasonable associated costs; if any.

IN WITNESS WHEREOF, the parties have caused these presents to be executed in their respective names on the date first above written.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

1st Witness Signature

2nd Witness Signature

ATTEST:

CHARLIE GREEN, CLERK

By: _____
Deputy Clerk

**Owner: KENNETH K. BENNETT, not
individually, but as Trustee of that certain
Land Trust Number 5377, dated
February 26, 1987 and known as Trust
Number 5377**

By: _____
Kenneth K. Bennett, as Trustee

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

By: _____
Chairman or Vice-Chairman

APPROVED AS TO LEGAL FORM

Office of County Attorney

This Instrument Prepared By:
Lee County Division of County Lands
1500 Monroe Street
Fort Myers, Florida 33901

Exhibit "X"

Page 1 of 3

Parcel 100
Project: Alico Road Water Main Relocation/Metro, Project No. 7143
STRAP No.: 06-46-25-00-00011.0000

PERPETUAL PUBLIC WATER DISTRIBUTION SYSTEM EASEMENT GRANT

THIS INDENTURE is made and entered into this _____ day of _____, 20__, by and between **KENNETH K. BENNETT, not individually, but as Trustee of that certain Land Trust Number 5377, dated February 26, 1987 and known as Trust Number 5377**, Owner, whose address is 3319 Boca Ciega Drive, Naples, FL 34112, hereinafter referred to as GRANTOR(S), and **LEE COUNTY**, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, FL 33902-0398, hereinafter referred to as GRANTEE.

WITNESSETH

1. In consideration of the benefits to be derived from the project, Grantor waives the right to any compensation from the Grantee and hereby grants, donates, and transfers to the Grantee, its successors and assigns, the use of a perpetual public water distribution system Easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend and maintain a water distribution system, together with, but not limited to, all necessary service connections, valves, and fittings, to be located at or below ground level, under, across and through the easement which is located on the property described (Exhibit "A"), with the additional right, privilege and authority to remove, replace, repair and enlarge said system, and to trim and remove and dispose of dirt, roots, trees, shrubs, bushes, vegetation, and plants, and remove other improvements which may affect the construction or operation of lines, and/or allowed water utility facilities.

3. The Public Water Distribution System Easement will not be limited to any particular diameter size or type and/or number of connections to other water mains for providing water service to this and other properties served by water system. The total area of this Public Water Distribution System Easement is reserved for water lines, or related appurtenances and for any landscaping (excluding trees), walkways, roadways, drainage ways, or similar uses. Houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures will not be constructed on or placed within this easement at anytime, present or future, by GRANTOR, or its heirs, successors or assigns.

4. Title to all utilities constructed and/or placed hereunder by GRANTEE or its agents will remain in the GRANTEE, GRANTEE's successors, appointees, and/or assigns.

5. Subject to any pre-existing easements for public highways or roads, railroads, laterals, ditches, pipelines and electrical transmission or distribution lines and telephone and cable television lines covering the land herein described in Exhibit "A", GRANTOR(S) covenant that they are lawfully seized and possessed of the described real property (Exhibit "A"), have good and lawful right and power to sell and convey it, and that the said property is free of any and all liens and encumbrances, except as herein stated, and accordingly, GRANTOR(S) will forever defend

the title and terms of this said easement and the quiet possession thereof by GRANTEE against all claims and demands of all other entities.

PERPETUAL PUBLIC WATER DISTRIBUTION SYSTEM EASEMENT GRANT

Parcel 100

Project: Alico Road Water Main Relocation/Metro, Project No. 7143

STRAP No.: 06-46-25-00-00011.0000

Page 2 of 3

Page 2 of 3

Exhibit "X"

6. GRANTOR(S), its heirs, successors or assigns, will assume all liability for any consequential damages to any houses, fences, buildings, carports, garages, storage sheds, overhangs, or any other structures or portions of structures subsequently constructed by GRANTOR(S) in violation of paragraph 3 within the above easement, which result from the required activities of the GRANTEE for any construction, maintenance or repairs to the utilities located within the above-described easement.

7. GRANTEE will be liable for money damages in tort for any injury to or loss of property, personal injury, or death caused by the negligent or wrongful act(s) or omission(s) of any official or employee of the GRANTEE while acting within the scope of the official's or employee's office or employment under circumstances in which a private person would be found to be liable in accordance with the general laws of the State of Florida, and subject to the limitations as set out in Section 768.28, Florida Statutes, as it may be revised, amended or renumbered from time to time.

8. GRANTEE will have reasonable right of access across GRANTOR's property for the purposes of reaching the described easement (Exhibit "A") on either paved or unpaved surfaces. Any damage to GRANTOR's property or permitted improvements thereon as the result of such access to the described easement or the construction, maintenance, or repairs located within the described easement will be restored by GRANTEE, to the condition in which it existed prior to the damage as is reasonably practicable. GRANTEE agrees to coordinate each activity within the easement premises in advance with the manager of the U. S. Postal Service, so as not to interfere with Postal Service operations.

9. By acceptance of this easement, the GRANTEE assumes no responsibility for ownership or maintenance of any associated roads. The easement is strictly for water distribution system purposes. If GRANTEE fails to utilize the granted easement (Exhibit "A", hereto) for the purposes as set out herein and for the time as set out in Section 255.22, Florida Statutes, then this easement will be extinguished pursuant to law.

10. This easement will be binding upon the parties hereto, their successors in interest and any assigns.

IN WITNESS WHEREOF, the GRANTOR has caused this document to be signed on the date and year first above written.

PERPETUAL PUBLIC WATER DISTRIBUTION SYSTEM EASEMENT GRANT

Parcel 100

Project: Alico Road Water Main Relocation/Metro, Project No. 7143

STRAP No.: 06-46-25-00-00011.0000

Page 2 of 3

Exhibit "X"

Page 3 of 3

SIGNED, SEALED AND DELIVERED IN THE PRESENCE OF TWO WITNESSES:

KENNETH K. BENNETT, not individually, but as Trustee of that Certain Land Trust Number 5377, dated February 26, 1987 and known as Trust Number 5377

1st WITNESS Signature

Printed Name of 1st Witness

Kenneth K. Bennett, as Trustee

2nd WITNESS Signature

Printed Name of 2nd Witness

STATE OF _____)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by **Kenneth K. Bennett**, who is personally known to me or has produced _____ as identification. (type of identification)

Signature of Notary Public

SEAL

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

Exhibit "A"

LEGAL DESCRIPTION 10 FOOT UTILITY EASEMENT


COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 25 EAST RUN N89°20'55"E ALONG THE SOUTH LINE OF THE SE 1/4 FOR 139.88 FEET; THENCE N45°02'00"W ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF S.R. 45 / U.S. 41 FOR 74.17 FEET TO THE POINT OF BEGINNING OF PART "A" EASEMENT; THENCE CONTINUE ALONG SAID RIGHT OF WAY N45°02'00"W FOR 1409.69 FEET TO THE SOUTH RIGHT OF WAY LINE OF FUTURE ROADWAY FOR ALICO INTERCHANGE; THENCE N44°58'00"E ALONG THE SOUTH RIGHT OF WAY OF ALICO INTERCHANGE FOR 10.00 FEET; THENCE S45°02'00"E FOR 1405.58 FEET; THENCE S89°43'15"E FOR 37.39 FEET; THENCE S00°16'45"W FOR 2.34 FEET; THENCE N89°20'55"E FOR 233.17 FEET TO THE WESTERLY RIGHT OF WAY LINE OF OLD U.S. 41; THENCE ALONG SAID RIGHT OF WAY LINE S23°25'04"E FOR 10.84 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF ALICO ROAD; THENCE ALONG SAID RIGHT OF WAY LINE S69°20'55"W FOR 247.53 FEET; THENCE N00°16'45"E FOR 2.50 FEET; THENCE N69°43'15"W FOR 31.50 FEET TO THE POINT OF BEGINNING OF PART "A" EASEMENT.

ALSO THE PART "B" EASEMENT DESCRIBED AS FOLLOW:

COMMENCING AT THE SOUTHEAST CORNER OF THE SOUTHWEST CORNER OF SECTION 6, TOWNSHIP 46 SOUTH, RANGE 25 EAST RUN N89°20'55"E ALONG THE SOUTH LINE OF THE SE 1/4 FOR 139.88 FEET; THENCE N45°02'00"W ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF S.R. 45 / U.S. 41 FOR 1564.69 FEET TO THE POINT OF BEGINNING OF THE PART "B" EASEMENT, ALSO BEING THE NORTH RIGHT OF WAY LINE OF FUTURE ROADWAY FOR ALICO INTERCHANGE; THENCE CONTINUE ALONG THE RIGHT OF WAY LINE OF S.R. 45 / U.S. 41, N45°02'00"W FOR 503.11 FEET; THENCE N44°58'00"E FOR 10.00 FEET; THENCE S45°02'00"E FOR 503.11 FEET TO THE NORTH RIGHT OF WAY LINE OF FUTURE ROADWAY ALICO INTERCHANGE; THENCE ALONG SAID RIGHT OF WAY LINE S44°58'00"W FOR 10.00 FEET TO THE POINT OF BEGINNING OF THE PART "B" EASEMENT.

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

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.


BOB L. POTTER, P.S.M. DATE 03/27/06
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5688

AIM Engineering & Surveying, Inc.



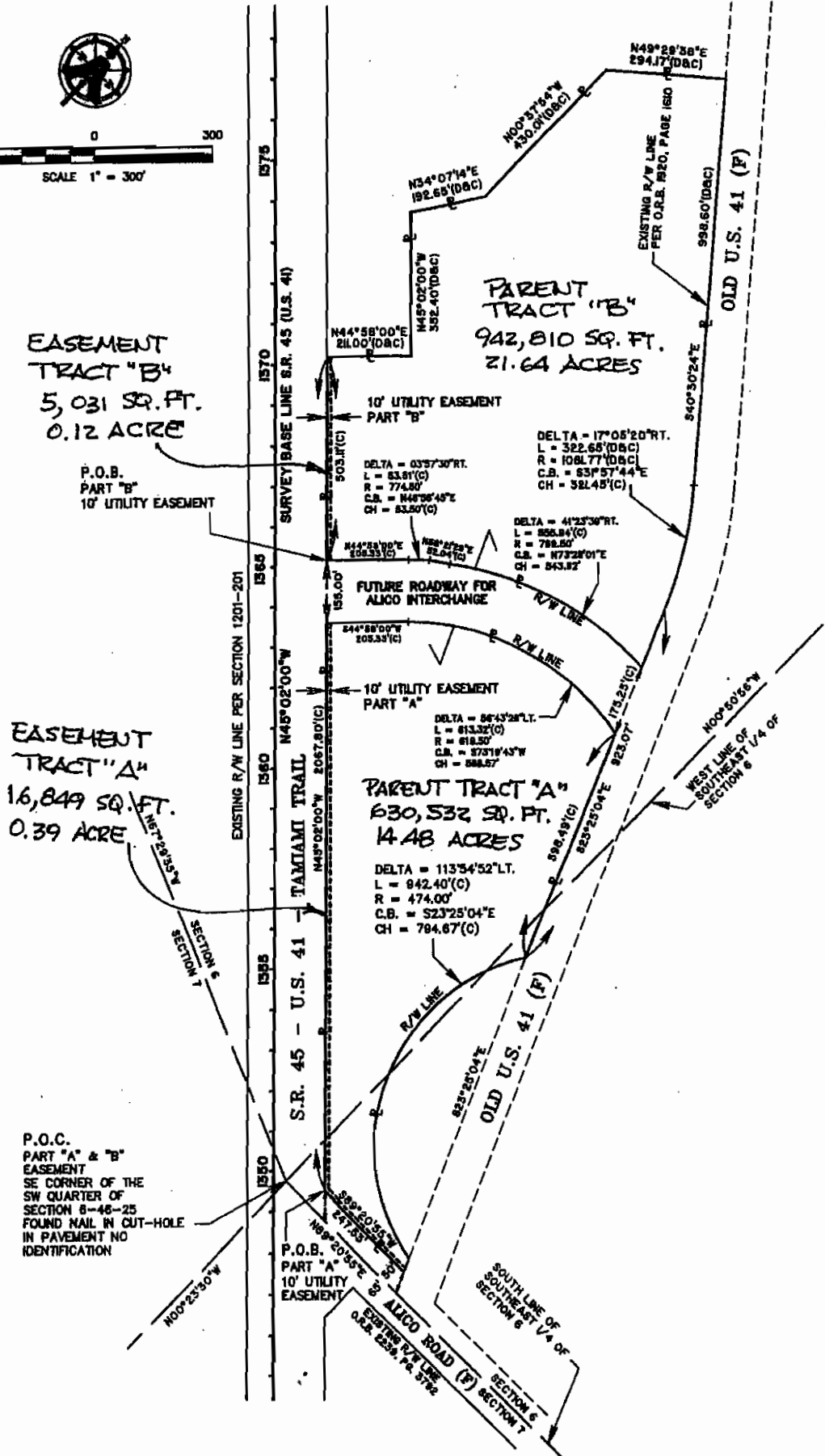
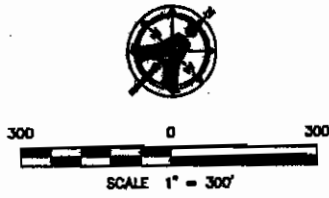
5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
239/332-4569
FY-930/332-6734

THIS IS NOT A SURVEY

SHEET 1 OF 4

PROJECT NUMBER:	DESCRIPTION:
06-9052	10 FOOT UTILITY EASEMENT
DRAWN BY:	CLIENT:
AJR	

Exhibit "A"



EASEMENT TRACT "B"
5,031 SQ. FT.
0.12 ACRE

EASEMENT TRACT "A"
16,849 SQ. FT.
0.39 ACRE

PARENT TRACT "B"
942,810 SQ. FT.
21.64 ACRES

PARENT TRACT "A"
630,532 SQ. FT.
14.48 ACRES

P.O.C.
PART "A" & "B"
EASEMENT
SE CORNER OF THE
SW QUARTER OF
SECTION 6-46-25
FOUND NAIL IN CUT-HOLE
IN PAVEMENT NO
IDENTIFICATION

AIM Engineering & Surveying, Inc.

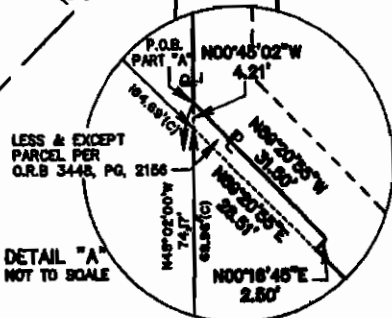
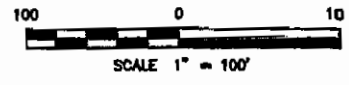
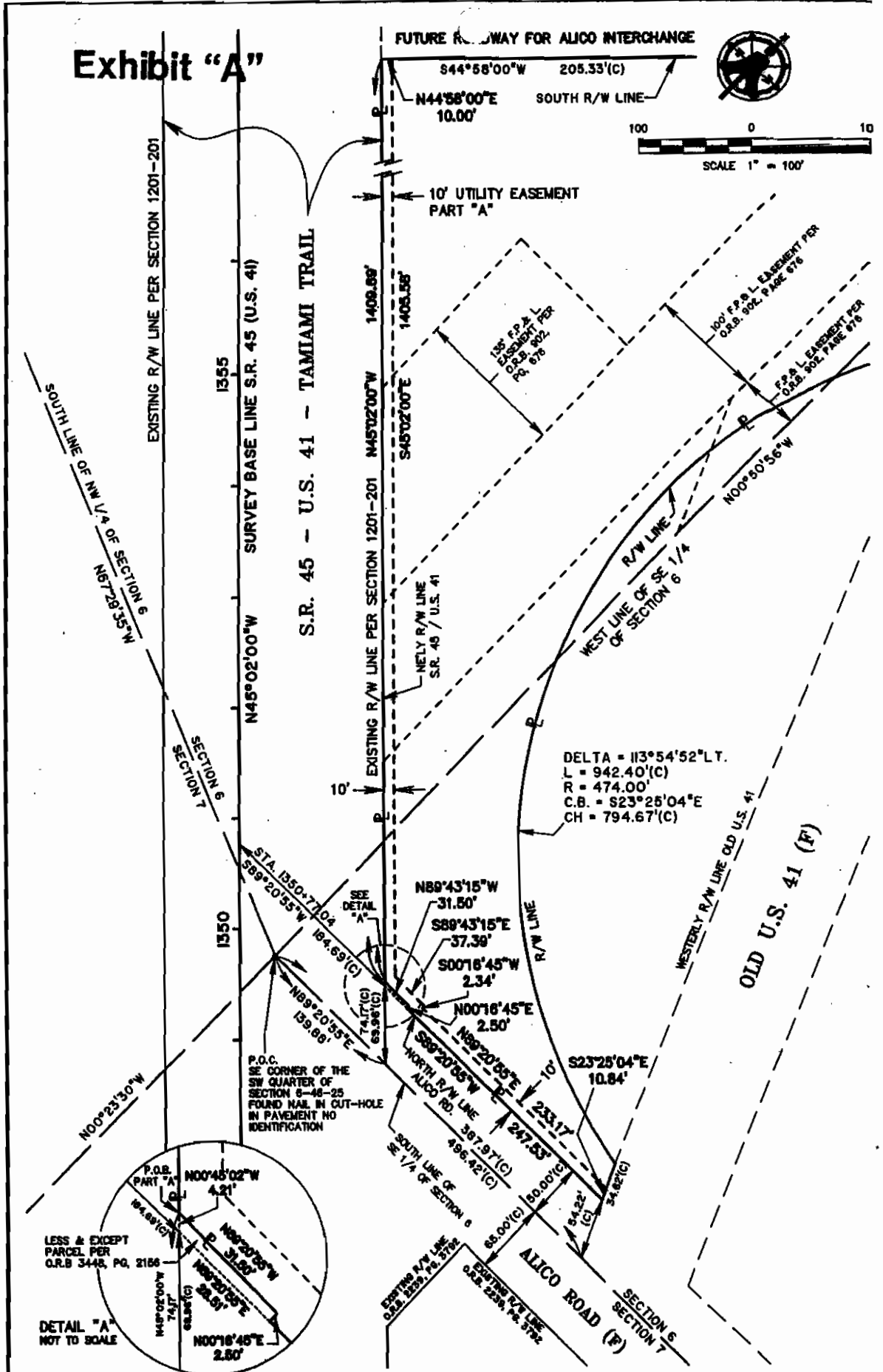


5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
239/332-4869
FX:239/332-8734

THIS IS NOT A SURVEY SHEET 2 OF 4

PROJECT NUMBER: 06-9052	DESCRIPTION: 10 FOOT UTILITY EASEMENT
DRAWN BY: AJR	CLIENT:
DATE: 07-22-08	SEC-TWP-RSE: 06-46-25
	FILE: 06-9052
	COUNTY: LEE COUNTY

Exhibit "A"



AIM Engineering & Surveying, Inc.
 8300 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 239/332-4569
 FX:239/332-6734
 Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 3 OF 4

PROJECT NUMBER: 06-9052	DESCRIPTION: 10 FOOT UTILITY EASEMENT
DRAWN BY: A.R.	CLIENT:
DATE: 03-22-06	SEC-TWP-RBE 06-AR-25
FILE: 06-5002	COUNTY: LEE COUNTY

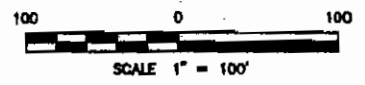
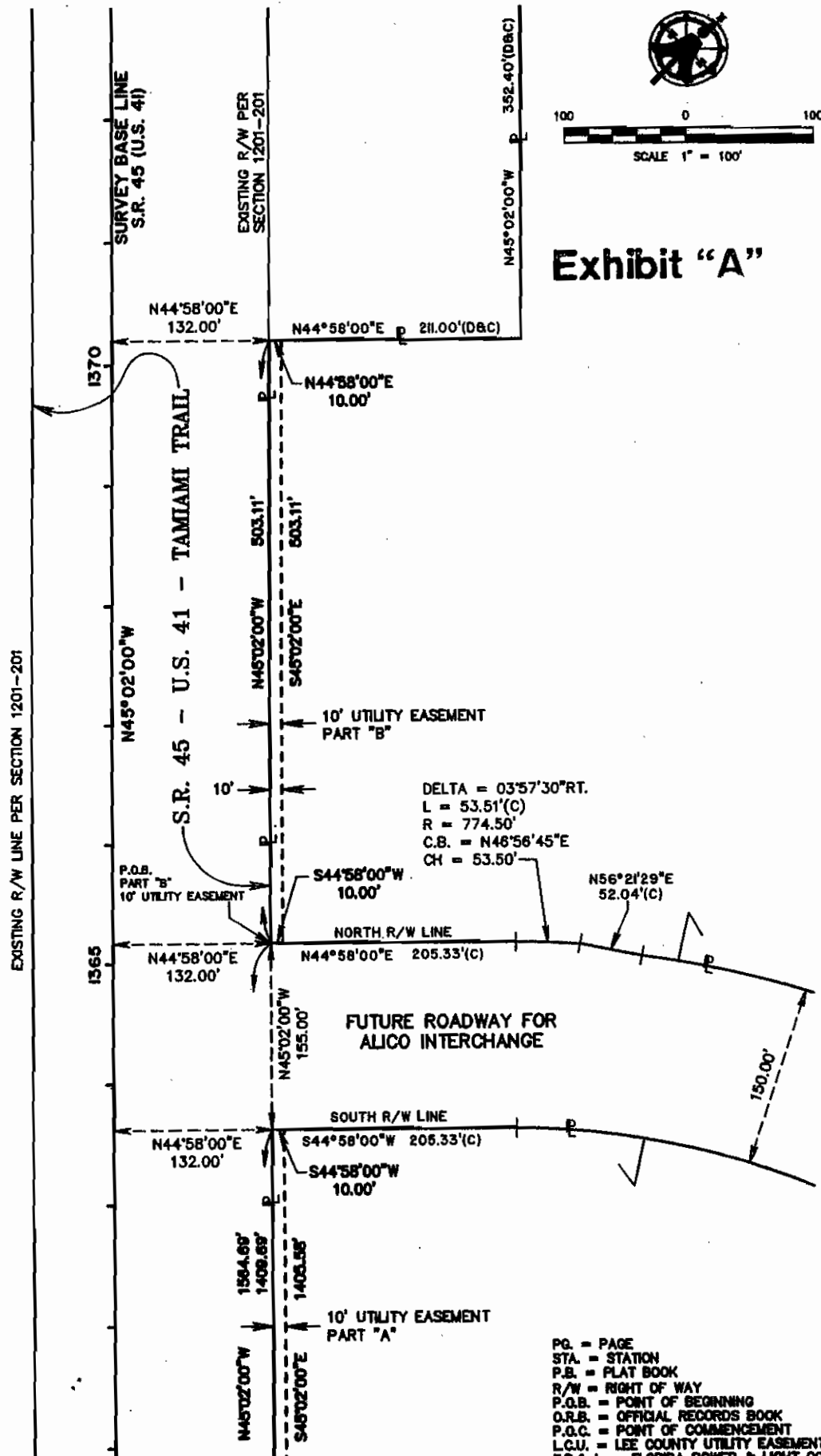


Exhibit "A"



- PG. = PAGE
- STA. = STATION
- P.B. = PLAT BOOK
- R/W = RIGHT OF WAY
- P.O.B. = POINT OF BEGINNING
- O.R.B. = OFFICIAL RECORDS BOOK
- P.O.C. = POINT OF COMMENCEMENT
- L.C.U. = LEE COUNTY UTILITY EASEMENT
- F.P. & L. = FLORIDA POWER & LIGHT CO.

AIM Engineering & Surveying, Inc.
 5300 LEE BLVD.
 P.O. BOX 1235
 LEHIGH ACRES
 FLORIDA 33970
 239/332-4569
 FX:239/332-8734
 Licensed Business Number 3114

THIS IS NOT A SURVEY SHEET 4 OF 4

PROJECT NUMBER: 06-9052	DESCRIPTION: 10 FOOT UTILITY EASEMENT
DRAWN BY: AJR	CLIENT:
DATE: 07-22-08	REC-TYP-RSE 08-48-08
FILE: 08-9002	COUNTY: LEE COUNTY

Division of County Lands

Updated Ownership and Easement Search

Search No. 06-46-25-00-00011.0000

Date: July 11, 2006

Parcel: 100

Project: Metro Pkwy. Ext. at Alico – LCU #7143

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

From: Bill Abramovich *BA*
Real Estate Title Examiner

STRAP: 06-46-25-00-00011.0000

Effective Date: July 3, 2006, at 5:00 p.m.

Subject Property: See attached Exhibit "A"

Title to the subject property is vested in the following:

Richard K. Bennett, not individually, but as successor Trustee of that certain land trust number 5377, dated February 26, 1987 and known as Trust number 5377

By that certain instrument dated March 21, 1994, recorded March 25, 1994, in Official Record Book 2484, Page 2628, Public Records of Lee County, Florida.

Easements:

1. Florida Power & Light Company Easement in Miscellaneous Book 32, Page 381 as superseded and amended by Right-of-Way recorded in Official Record Book 902, Page 676, Public Records of Lee County, Florida.
2. Easement for road purposes recorded in Official Record Book 1923, Page 2877, Public Records of Lee County, Florida.

NOTE (1): Oil, Gas and Mineral lease recorded in Miscellaneous Book 23, Page 439, Public Records of Lee County, Florida.

NOTE (2): Lee County Ordinances relating to garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County Florida.

Tax Status: Taxes in the amount of \$50,865.61 have been paid on December 19, 2005.
(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 or warranty as to its accuracy.

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

Search No. 06-46-25-00-00011.0000

Date: July 11, 2006

Parcel: 100

Project: Metro Pkwy. Ext. at Alico – LCU #7143

Exhibit "A"

A parcel of land situated in the South half (S ½) of Section 6, Township 46 South, Range 25 East, Lee County, Florida being more particularly described as follows:

From the Southeast Corner of the Southwest Quarter (SW ¼) of said Section 6; Thence North 00° 50' 01" West along the East line of said Southwest Quarter (SW ¼) for 143.25 feet to the Point of Beginning; Thence North 45° 02' 00" West along the Northeasterly right-of-way line of U.S. 41 (State Road 45) for 1,921.28 feet to the West line of the East Half (E ½) of the Southwest Quarter (SW ¼) of said Section; Thence continue North 45° 02' 00" West along said Northeasterly right-of-way line for 20.00 feet; Thence North 44° 58' 00" East for 211.00 feet; Thence North 45° 02' 00" West for 352.40 feet; Thence North 34° 07' 14" East for 192.65 feet; Thence North 00° 37' 54" West along the West line of the East Half (E ½) of said Southwest Quarter for 430.01 feet; Thence North 49° 29' 36" East for 294.17 feet; Thence South 40° 30' 24" East along the Southwesterly right-of-way of Old U.S. 41 (State Road 45 -100 foot wide) for 998.60 feet to a Point of Curvature; Thence Southeasterly, along said Southwesterly right-of-way line along the arc of a curve to the right (radius 1,081.77 feet, Delta Angle 17° 05' 20" chord distance 321.45 feet) for 322.65 feet to the Point of Tangency; Thence South 23° 25' 04" East along said Southwesterly right-of-way line for 1,753.14 feet; Thence South 89° 21' 40" West along the Northerly right-of-way line of Alico Road for 276.50 feet; Thence North 45° 02' 00" West along the Northeasterly right-of-way line of said U.S. 41 (State Road 45) for 130.50 feet to the Point of Beginning.

Less and Except that Property Described in Official Record Book 3448, Page 2156

That portion of the southeast ¼ of Section 6, Township 46 South, Range 25 East, Lee County, Florida.

Being described as follows:

Commence at the southwest corner of the southeast ¼ of said Section 6; thence along the south boundary of said Section 6, North 89° 21' 00" East a distance of 91.10 feet; thence North 00° 39' 00" West a distance of 49.73 feet to an intersection of the north boundary of Alico Road (per Official Records Book 2484, Page 2628, Public Records of Lee County, Florida) and the northeasterly existing right of way line of State Road 45 (U.S.41) Tamiami Trail (per Section 12010-2503) for a POINT OF BEGINNING; thence along said northeasterly existing right of way line North 45° 02' 00" West a distance of 4.21 feet; thence South 89° 42' 30" East a distance of 31.50 feet; thence South 00° 17' 30" West a distance of 2.50 feet to said north boundary of Alico Road; thence along said north boundary South 89° 21' 40" West a distance of 28.51 feet.

And Less and Except that Property Described in Official Record Book 4104, Page 4378

A) That portion of the southeast ¼ of Section 6 and that portion of the southwest ¼ of Section 6, Township 46 South, Range 25 East, Lee County, Florida.

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

Search No. 06-46-25-00-00011.0000

Date: July 11, 2006

Parcel: 100

Project: Metro Pkwy. Ext. at Alico – LCU #7143

Being described as follows:

Commence at the southwest corner of the southeast $\frac{1}{4}$ of said Section 6; thence along the south line of said Section 6, North $89^{\circ} 20' 55''$ East a distance of 387.97 feet; thence North $23^{\circ} 25' 04''$ West a distance of 88.84 feet to a point on the westerly existing right of way line of Old U.S. 41 (per Official Records Book 1920, Page 1610, Public Records of Lee County, Florida) and the beginning of a curve concave easterly and having a radius of 474.00 feet for a POINT OF BEGINNING; thence along the arc of said curve to the right a distance of 942.40 feet through a central angle of $113^{\circ} 54' 52''$ with a chord bearing North $23^{\circ} 25' 04''$ West to said westerly existing right of way line and to the end of said curve; thence along said westerly existing right of way line South $23^{\circ} 25' 04''$ East a distance of 794.67 feet to the POINT OF BEGINNING.

ALSO

B) That portion of the southwest $\frac{1}{4}$ of Section 6, Township 46 South, Range 25 East, Lee County, Florida.

Being described as follows:

Commence at the southeast corner of the southwest $\frac{1}{4}$ of said Section 6; thence along the south line of said southwest $\frac{1}{4}$ of Section 6, North $67^{\circ} 29' 35''$ West a distance of 83.84 feet to the survey base line of State Road 45 (U.S. 41); thence along said survey base line North $45^{\circ} 02' 00''$ West a distance of 1,383.54 feet to the survey base line of Alico Road; thence along said survey base line of Alico Road, North $44^{\circ} 58' 00''$ East a distance of 132.00 feet to the northeasterly existing right of way line of said State Road 45 (per Section 1201-201) for a POINT OF BEGINNING; thence North $45^{\circ} 02' 00''$ West a distance of 80.00 feet; thence North $44^{\circ} 58' 00''$ East a distance of 205.33 feet to the beginning of a curve concave southeasterly and having a radius of 774.50 feet; thence along the arc of said curve to the right a distance of 53.62 feet through a central angle of $03^{\circ} 58' 00''$ with a chord bearing North $46^{\circ} 57' 00''$ East to the end of said curve; thence North $63^{\circ} 03' 57''$ East a distance of 46.38 feet to the beginning of a curve concave southerly and having a radius of 764.50 feet; thence along the arc of said curve to the right a distance of 561.13 feet through a central angle of $42^{\circ} 03' 14''$ with a chord bearing North $73^{\circ} 19' 58''$ East to the westerly existing right of way line of Old U.S. 41 (per Official Records Book 1920, Page 1610, Public Records of Lee County, Florida); thence along said westerly existing right of way line South $23^{\circ} 25' 04''$ East a distance of 169.61 feet to the beginning of a curve concave southerly and having a radius of 619.50 feet; thence along the arc of said curve to the left a distance of 613.32 feet through a central angle of $56^{\circ} 43' 26''$ with a chord bearing South $73^{\circ} 19' 43''$ West to the end of said curve; thence South $44^{\circ} 58' 00''$ West a distance of 205.33 feet to said northeasterly existing right of way line of State Road 45; thence along said northeasterly existing right of way line North $45^{\circ} 02' 00''$ West a distance of 75.00 feet to the POINT OF BEGINNING.



Diversified Appraisal, Inc.

Real Estate Appraisers and Consultants

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

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



22 June 2006



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

Attention: Mr. Michael O'Hare

RE: Job #040619 - Complete Summary Appraisal Report of 10' Utility Easement on Parcel 100 located at the Northeast Corner of U.S. 41 and Alico Road for Metro Parkway Extension Project, STA 29, Project No. 7143

Dear Mr. O'Hare:

As requested, a detailed on-site inspection and analysis of the subject property has been made as of 21 June 2006. Within the attached summary appraisal report, please find enclosed a legal description of the subject property.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. As a complete appraisal process was performed, no departure from the specific guidelines of the Uniform Standards of Professional Appraisal Practice was invoked. Supporting documentation concerning the data, reasoning, and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of the client and for the intended use stated below. The appraiser is not responsible for unauthorized use of this report.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report is intended to comply with the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the

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

The subject property is appraised as of 21 June 2006, the date of the last inspection. A detailed on-site inspection and analysis was made on that date by David C. Vaughan, MAI.

Based on my inspection, analysis, data research, and information contained in the appraiser's work file, it is my opinion that the market value of the undivided fee simple interest of the subject property, "as is" and as of 21 June 2006, the last date of inspection, is estimated to be:

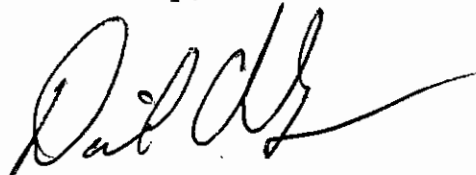
EASEMENT A

FORTY TWO THOUSAND ONE HUNDRED TWENTY THREE. (\$42,123)

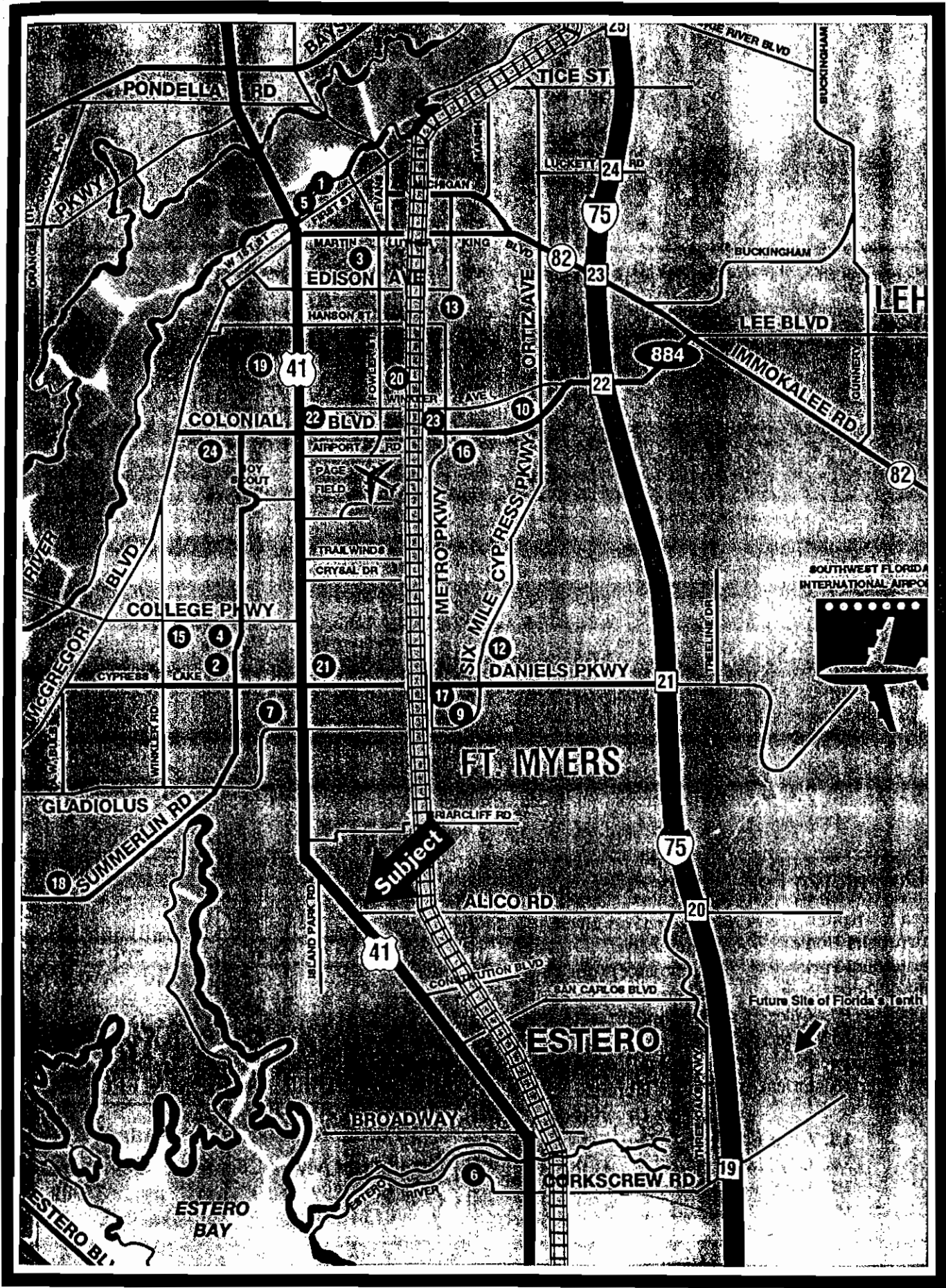
EASEMENT B

TWELVE THOUSAND FIVE HUNDRED SEVENTY EIGHT (\$12,578)

Sincerely,



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



MARKET AREA MAP