

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

Blue Sheet No. 20060809

**1. ACTION REQUESTED/PURPOSE:** Authorize: 1) the Division of County Lands to make a binding offer to property owner in the amount of \$191,000 for Parcels 102A, 102B, 102A-SE, 102B-SE, Corkscrew Road Service Area (CRSA) MSBU Road Widening Project No. 4723, pursuant to the Purchase Agreement; 2) the Division of County Lands to handle and accept all documentation necessary to complete transaction; 3) payment of costs to close.

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

**3. MANAGEMENT RECOMMENDATION:** Approve.

<b>4. Departmental Category:</b> 6		<b>COA</b>	<b>5. Meeting Date:</b> 08-15-2006
<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> Commissioner _____ Department _____ Independent Division _____ County Lands By: Karen L.W. Forsyth, Director <i>KLF</i>
	<input checked="" type="checkbox"/> Statute	73 & 125	
	<input type="checkbox"/> Ordinance		
	<input type="checkbox"/> Admin. Code		
	<input checked="" type="checkbox"/> Other	Res. 06-02-28	

**9. Background:**  
Negotiated for: Department of Transportation

**Interest to Acquire:** Fee-simple interest (±3.845 acres), and Slope Easement interest (±3,560 sq. ft.)

**Property Details:**

**Owner:** Ginn LA Naples, Ltd., LLLP, a Georgia limited liability limited partnership  
**Property Address:** 13501 Corkscrew Road, Estero  
**STRAP No.:** 19-46-26-00-00001.0000 and 20-46-26-00-00001.0000

**Purchase Details:**

**Binding Offer Amount:** \$191,000  
**Estimated Closing Costs:** \$2,500

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$191,000 and commence Eminent Domain procedures.

**Appraisal Information:**

**Appraisal Firm:** Maxwell & Hendry Valuation Services, Inc.  
**Appraised Value:** \$174,000 (Rounded)

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of 10% 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 \$6,000 and \$8,000, excluding any land value increases and owner attorney fees and costs.

**Account:** 80472310405.506110

**Attachments:** Purchase and Sale Agreement, Appraisal Data/Map, Title Data, Sales History

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>KLF</i>			<i>7/11/06</i>	<i>Robert</i>	<i>7/24/06</i>	<i>9/20/06</i>	<i>7/10/06</i>	<i>7/21/06</i>	<i>HS 7/26/06</i>

**11. Commission Action:**  
 Approved  
 Deferred  
 Denied  
 Other

RECEIVED BY COUNTY ADMIN:	<i>[Signature]</i>
7-21-06 4:05 PM	
COUNTY ADMIN FORWARDED TO:	

This document prepared by  
Lee County Division of County Lands  
Project: CRSA – Corkscrew Road Widening 4723  
Parcels: 102A, 102B, 102A-SE, 102B-SE  
STRAP Nos.: 19 & 20 -46-26-00-00001.0000

**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 \_\_\_\_\_, 20\_\_\_\_ by and between GINN-LA NAPLES, LTD., LLLP, a Georgia limited liability limited partnership, hereinafter referred to as SELLER, whose address is 215 Celebration Place, Suite 200, Celebration, Florida 34747, 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 fee-simple parcel of land consisting of 3.845 acres, more or less, and located 13501 Corkscrew Road, Estero, Florida and more particularly described in Exhibit "A" attached hereto and made a part hereof, and a perpetual slope/restoration easement consisting of 3,560 square feet, more or less, located at 13501 Corkscrew Road, Estero, Florida, and being more particularly described in Exhibit "B", attached hereto and made a part hereof, hereinafter collectively called the "Property". This property is being acquired for the Corkscrew Road Service Area MSBU Road Widening Project No. 4723, 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 One Hundred Ninety-One and No/100 Dollars(\$191,000), 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 a Slope/Restoration Easement (the form of the easement is attached as Exhibit "C"), 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 and easement;
- (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 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

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

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CHARLIE GREEN, CLERK

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

SELLER:

GINN-LA NAPLES, LTD., LLLP, a Georgia limited liability limited partnership

BY: GINN-NAPLES GP., a Georgia limited liability company

BY: \_\_\_\_\_  
(DATE)

\_\_\_\_\_  
Print Name and Title

\_\_\_\_\_  
(DATE)

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)



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2075

HM PROJECT #1999132  
1/14/2004  
PARCEL 102-A  
REF. DWG. #B-3902-2

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN THE SOUTHEAST QUARTER OF SECTION 19 AND THE SOUTHWEST QUARTER OF SECTION 20, BOTH TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.89°21'53"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, FOR A DISTANCE OF 645.86 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.89°21'53"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 19, FOR A DISTANCE OF 64.79 FEET TO A POINT 30.00 FEET NORTHWESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD; THENCE RUN N.61°46'58"E., PARALLEL WITH THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 933.33 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE SOUTHERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 2,380.00 FEET, THROUGH A CENTRAL ANGLE OF 09°30'18", SUBTENDED BY A CHORD OF 394.38 FEET AT A BEARING OF N.66°32'07"E., FOR A DISTANCE OF 394.83 TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD AND THE BEGINNING OF A CIRCULAR CURVE CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.23°43'25"E. A DISTANCE OF 870.17 FEET THEREFROM; THENCE RUN ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD AND ALONG THE ARC OF SAID CURVE TO THE LEFT HAVING A RADIUS OF 870.17 FEET THROUGH A CENTRAL ANGLE OF 04°29'38", SUBTENDED BY A CHORD OF 68.23 FEET AT A BEARING OF S.64°01'47"W., FOR A DISTANCE OF 68.25 FEET TO THE END OF SAID CURVE; THENCE RUN S.61°46'58"W., ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, FOR A DISTANCE OF 1200.74 FEET TO THE POINT OF BEGINNING; CONTAINING 0.797 ACRE MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 19, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING S.89°21'53"W.

HOLE MONTES, INC.  
CERTIFICATION OF AUTHORIZATION LB #1772


BY  P.S.M. #6130  
JERRY L. RIFFELMACHER STATE OF FLORIDA



Exhibit "A"

Page 1 of 4

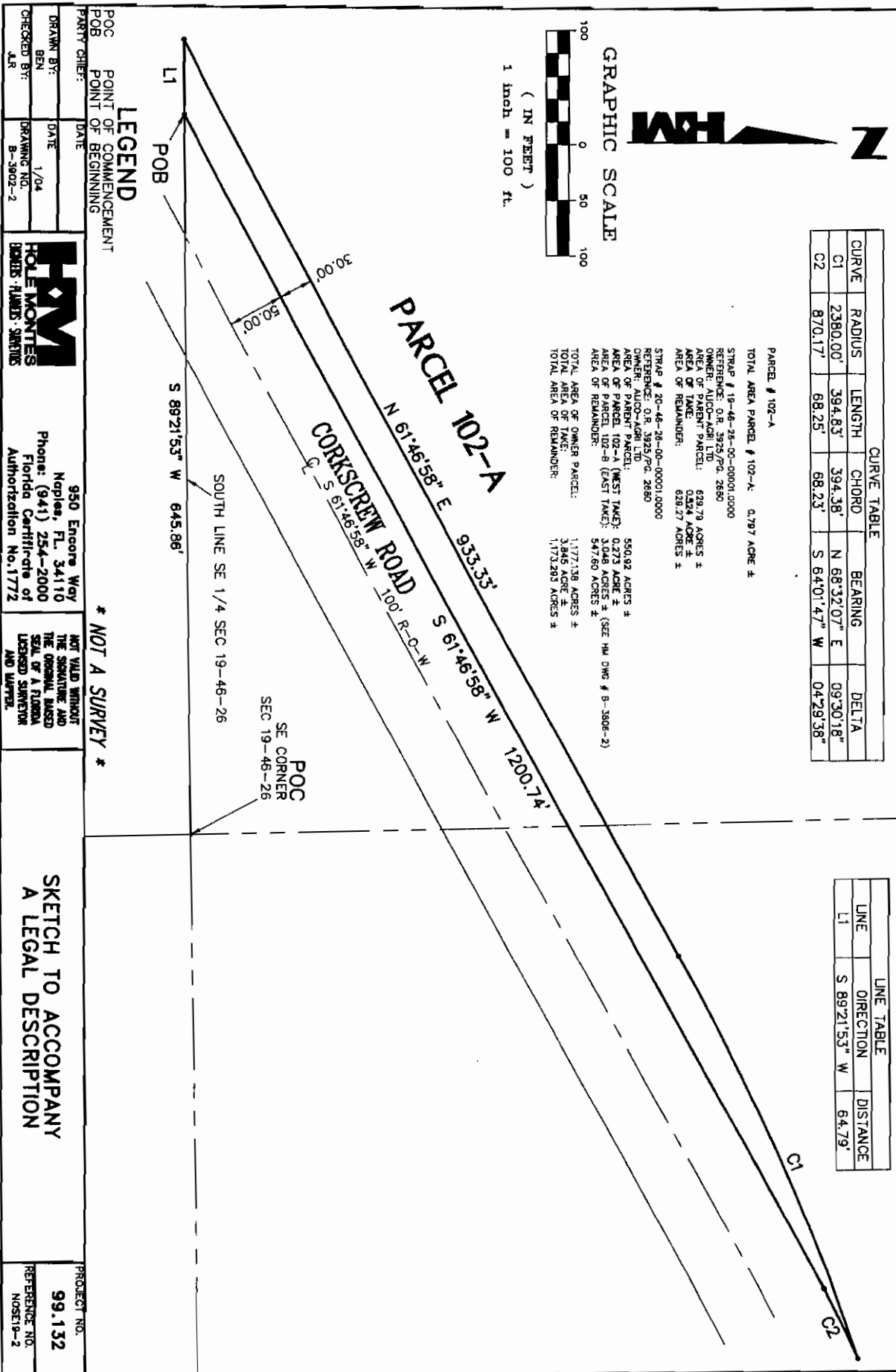


Exhibit "A"

Page 2 of 4

DRAWN BY: BEN  
 CHECKED BY: A.R.  
 DATE: 1/04  
 DRAWING NO: B-3902-2



950 Encova Way  
 Naples, FL 34110  
 Phone: (941) 254-2000  
 Florida Certificate of  
 Authorization No. 1772

NOT VALID WITHOUT  
 THE SIGNATURE AND  
 SEAL OF A FLORIDA  
 LICENSED SURVEYOR  
 AND WRITER.

SKETCH TO ACCOMPANY  
 A LEGAL DESCRIPTION

PROJECT NO.  
 99.132  
 REFERENCE NO.  
 NOSE19-2



LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°10'18"W., ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 875.56 FEET TO A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY AND TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE RUN S.86°32'39"W., ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 4497.69 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN SOUTHWESTERLY, ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD AND ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 870.17 FEET, THROUGH A CENTRAL ANGLE 04°29'38", SUBTENDED BY A CHORD OF 68.23 FEET AT A BEARING OF S.84°17'50"W, FOR A DISTANCE OF 68.25 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHERLY, WHOSE RADIUS POINT BEARS S.12°57'39"E. A DISTANCE OF 2380.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY, ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2380.00 FEET, THROUGH A CENTRAL ANGLE OF 09°30'18", SUBTENDED BY A CHORD OF 394.38 FEET AT A BEARING OF N.81°47'30"E., FOR A DISTANCE OF 394.83 TO A POINT LYING 30.00 FEET NORTHERLY AS MEASURED AT RIGHT ANGLES TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD; THENCE RUN N.86°32'39"E., PARALLEL TO THE NORTHERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 4174.04 TO A POINT ON THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20; THENCE RUN S.01°10'18"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 30.02 FEET TO THE POINT OF BEGINNING, CONTAINING 3.048 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS SHOWN HEREON REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, AS BEING N.01°10'18"W.

HOLE MONTES, INC.  
CERTIFICATE OF AUTHORIZATION LB #1772

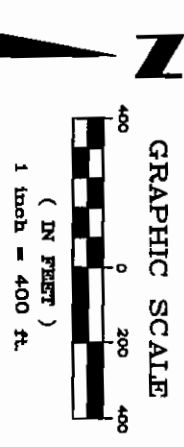


JERRY L. RIFFELMACHER

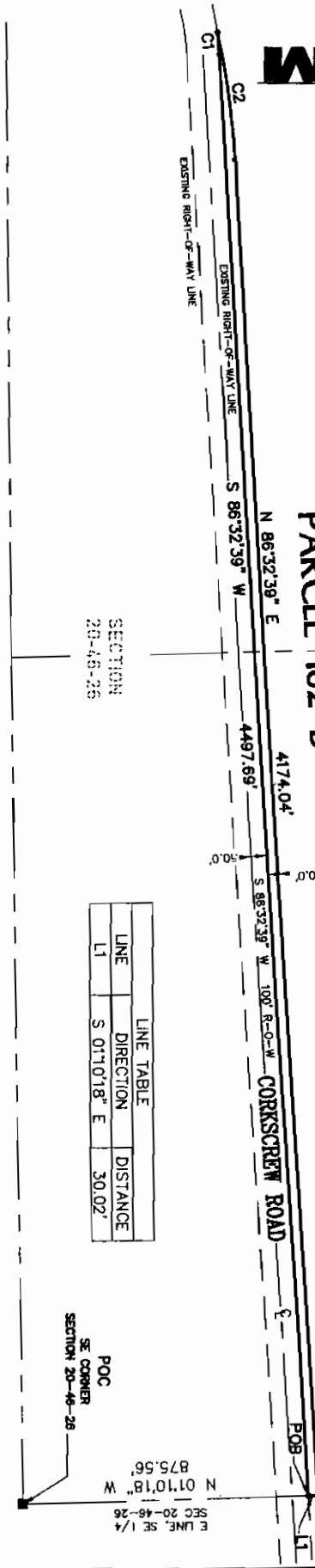
P.S.M. #6130  
STATE OF FLORIDA

Exhibit "A"

Page 3 of 4



**PARCEL 102-B**



CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	870.17'	68.25'	68.23'	S 84°17'50" W	04°29'38"
C2	2380.00'	394.83'	394.38'	N 81°47'30" E	09°30'18"

LINE	DIRECTION	DISTANCE
LT	S 01°10'18" E	30.02'

**LEGEND**

POC POINT OF COMMENCEMENT  
 POB POINT OF BEGINNING

\* NOT A SURVEY \*

**PARCEL # 102-B**  
 TOTAL AREA PARCEL # 102-B: 3.048 ACRES ±  
 STRAP # 19-48-26-00-00001.0000  
 REFERENCE: O.R. 3825/P.C. 2880  
 OWNER: ALICO-AGRI LTD.  
 AREA OF PARENT PARCEL: 629.79 ACRES ±  
 AREA OF TAKE: 0.524 ACRE ±  
 AREA OF REMAINDER: 629.27 ACRES ±  
 STRAP # 20-48-26-00-00001.0000  
 REFERENCE: O.R. 3825/P.C. 2880  
 OWNER: ALICO-AGRI LTD.  
 AREA OF PARENT PARCEL: 550.92 ACRES ±  
 AREA OF PARCEL 102-A (WEST TAKE): 0.273 ACRE ± (SEE HM DWG # B-3802-2)  
 AREA OF PARCEL 102-B (EAST TAKE): 3.048 ACRES ±  
 AREA OF REMAINDER: 547.60 ACRES ±  
 TOTAL AREA OF OWNER PARCEL: 1,177.18 ACRES ±  
 TOTAL AREA OF TAKE: 0.797 ACRES ±  
 TOTAL AREA OF REMAINDER: 1,176.38 ACRES ±

DRAWN BY: JLB/BEN	DATE: 1/04	<b>HWM</b> HOLEMONTES DESIGNERS - PLANNERS - SURVIVORS	950 Encore Way Naples, FL 34110 Phone: (941) 254-2000 Florida Certificate of Authorization No. 1772	NOT VALID WITHOUT THE ORIGINAL BASED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.	<b>SKETCH AND LEGAL DESCRIPTION</b>	PROJECT NO.:
CHECKED BY: AJR	DRAWING NO.:					1999132
					REFERENCE NO.:	EAST TAKE-2

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'59"W., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 335.78 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN N.61°46'58"E., ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 475.58 FEET TO A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 870.17 FEET THROUGH A CENTRAL ANGLE OF 04°29'38", SUBTENDED BY A CHORD OF 68.23 FEET AT A BEARING OF N.64°01'47"E., FOR A DISTANCE OF 68.25 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING THE BEGINNING OF A CONCENTRIC CIRCULAR CURVE, CONCAVE SOUTHERLY; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 870.17 FEET THROUGH A CENTRAL ANGLE OF 06°13'11", SUBTENDED BY A CHORD OF 94.41 FEET AT A BEARING OF N.69°23'11"E., FOR A DISTANCE OF 94.46 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.16°26'41"E., A DISTANCE OF 2,385.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2,385.00 FEET THROUGH A CENTRAL ANGLE OF 07°39'07", SUBTENDED BY A CHORD OF 318.29 FEET AT A BEARING OF S.69°43'45"W., FOR A DISTANCE OF 318.52 FEET TO THE END OF SAID CURVE; THENCE RUN S.24°05'48"E., FOR A DISTANCE OF 5.00 FEET TO A POINT ON A CIRCULAR CURVE, CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.24°05'48"E., A DISTANCE OF 2,380.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2,380.00 FEET THROUGH A CENTRAL ANGLE OF 05°23'04", SUBTENDED BY A CHORD OF 223.58 FEET AT A BEARING OF N.68°35'44"E., FOR A DISTANCE OF 223.67 FEET TO THE POINT OF BEGINNING; CONTAINING 1,304.12 SQUARE FEET, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

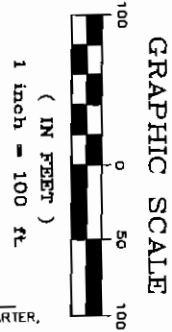
BEARINGS REFER TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY, AS BEING N.61°46'58"E.

HOLE MONTES, INC.  
CERTIFICATION OF AUTHORIZATION LB #1772

BY  P.S.M. #6130  
JERRY E. RIFFELMACHER STATE OF FLORIDA

**Exhibit "B"**

Page 1 of 4



**LEGEND**

POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING

PARTY CHIEF:	DATE
DRAWN BY: BEN	DATE 1/04
CHECKED BY: J.R.	DRAWING NO. B-4377

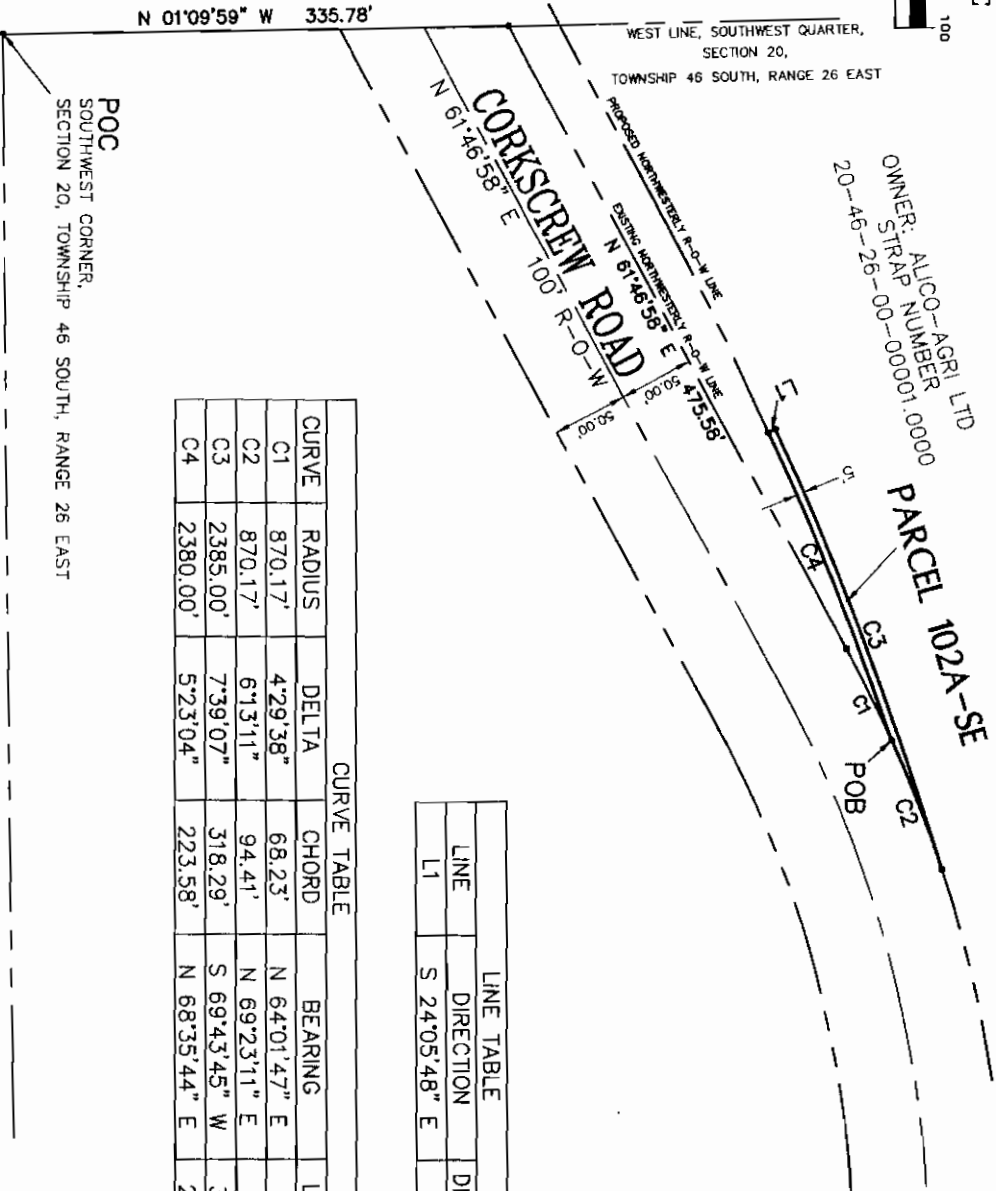


950 Encore Way  
Naples, FL 34110  
Phone: (941) 254-2000  
Florida Certificate of  
Authorization No. 1772

NOT VALID WITHOUT  
THE SIGNATURE AND  
SEAL OF A FLORIDA  
LICENSED SURVEYOR  
AND LAWYER.

**SKETCH TO ACCOMPANY  
A LEGAL DESCRIPTION**

PROJECT NO.  
**99.132**  
REFERENCE NO.  
DET2



LINE TABLE

LINE	DIRECTION	DISTANCE
L1	S 24°05'48" E	5.00'

CURVE TABLE

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	870.17'	4°29'38"	68.23'	N 64°01'47" E	68.25'
C2	870.17'	6°13'11"	94.41'	N 69°23'11" E	94.46'
C3	2385.00'	7°39'07"	318.29'	S 69°43'45" W	318.52'
C4	2380.00'	5°23'04"	223.58'	N 68°35'44" E	223.67'

\* NOT A SURVEY \*

Exhibit "B"



950 Encore Way • Naples, Florida 34110 • Phone: 239.254.2000 • Fax: 239.254.2075

HM PROJECT #1999132  
1/14/2004  
PARCEL 102B-SE  
REF. DWG. #B-4378

LEGAL DESCRIPTION

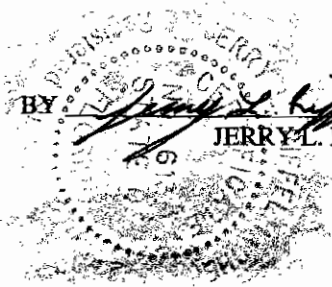
A PARCEL OF LAND LOCATED IN SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST, LEE COUNTY, FLORIDA; THENCE RUN N.01°09'59"W., ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 20, FOR A DISTANCE OF 335.78 FEET TO A POINT ON THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY; THENCE RUN N.61°46'58"E., ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD, FOR A DISTANCE OF 475.58 FEET TO A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 870.17 FEET THROUGH A CENTRAL ANGLE OF 14°02'52", SUBTENDED BY A CHORD OF 212.82 FEET AT A BEARING OF N.68°48'24"E., FOR A DISTANCE OF 213.35 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED, THE SAME BEING THE BEGINNING OF A CONCENTRIC CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN NORTHEASTERLY ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF SAID CORKSCREW ROAD AND ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 870.17 FEET, THROUGH A CENTRAL ANGLE OF 06°13'11", SUBTENDED BY A CHORD OF 94.41 FEET AT A BEARING OF N.78°56'26"E., FOR A DISTANCE OF 94.46 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEASTERLY, WHOSE RADIUS POINT BEARS S.12°57'39"E. A DISTANCE OF 2380.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 2380.00 FEET THROUGH A CENTRAL ANGLE OF 09°30'18", SUBTENDED BY A CHORD OF 394.38 FEET AT A BEARING OF N.81°47'30"E., FOR A DISTANCE OF 394.83 FEET TO THE END OF SAID CURVE; THENCE RUN N.86°32'39"E., FOR A DISTANCE OF 19.00 FEET; THENCE RUN N.03°42'13"W., FOR A DISTANCE OF 5.00 FEET; THENCE RUN S.86°32'39"W., FOR A DISTANCE OF 18.98 FEET TO A POINT ON A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHEASTERLY; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 2385.00 FEET, THROUGH A CENTRAL ANGLE OF 11°46'21", SUBTENDED BY A CHORD OF 489.19 FEET AT A BEARING OF S.80°39'28"W., FOR A DISTANCE OF 490.05 FEET TO THE POINT OF BEGINNING; CONTAINING 2,255.78 SQUARE FEET, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF CORKSCREW ROAD, A 100.00 FOOT RIGHT-OF-WAY, AS BEING N.61°46'58"E.

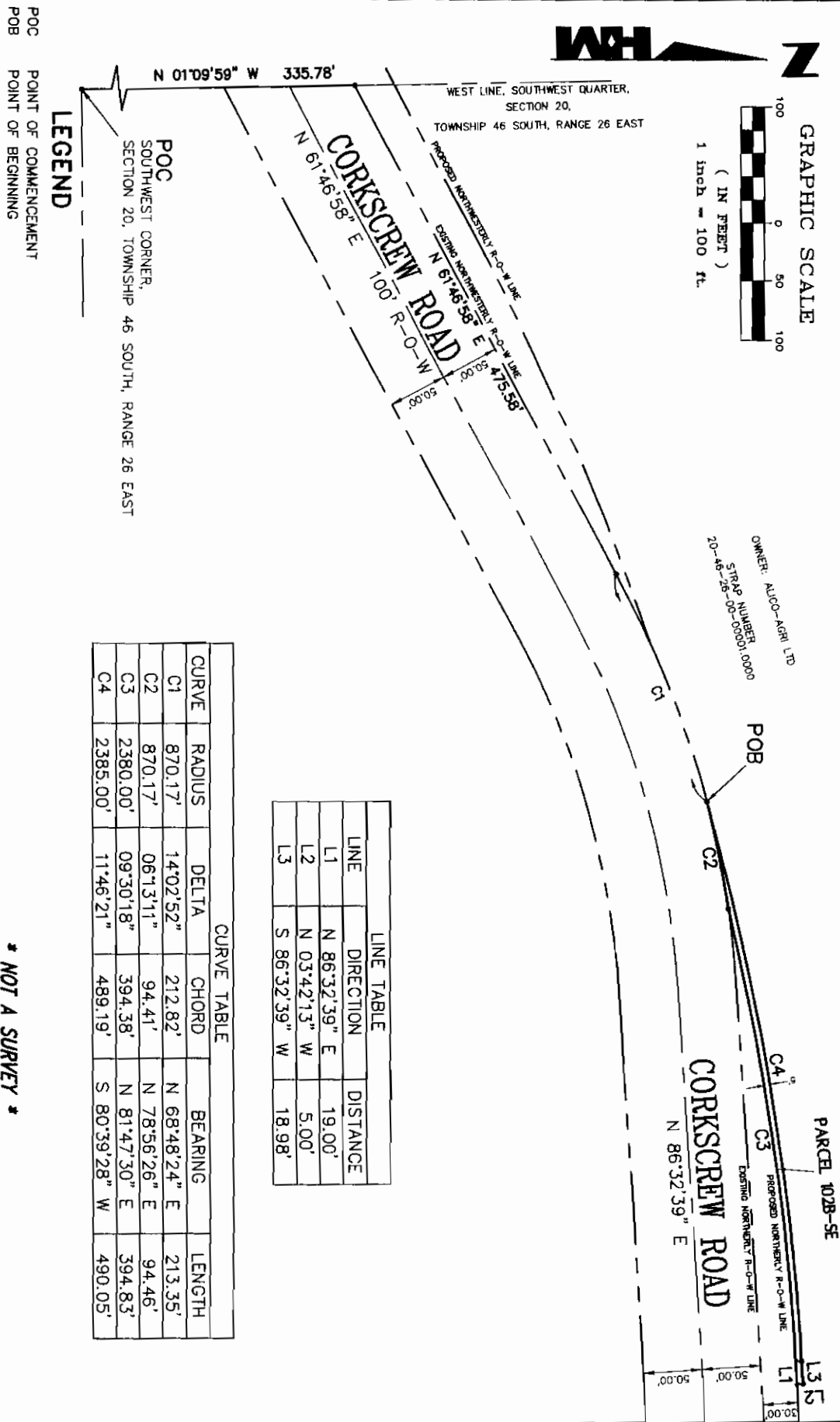
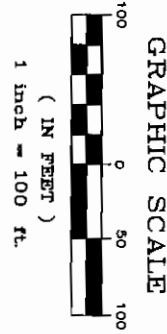
HOLE MONTES, INC.  
CERTIFICATION OF AUTHORIZATION LB #1772



BY Jerry L. Riffelmacher P.S.M. #6130  
JERRY L. RIFFELMACHER STATE OF FLORIDA

Exhibit "B"

Page 3 of 4



**LEGEND**

POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING

POC  
SOUTHWEST CORNER,  
SECTION 20, TOWNSHIP 46 SOUTH, RANGE 26 EAST

LINE	DIRECTION	DISTANCE
L1	N 86°32'39" E	19.00'
L2	N 03°42'13" W	5.00'
L3	S 86°32'39" W	18.98'

CURVE	RADIUS	DELTA	CHORD	BEARING	LENGTH
C1	870.17'	14°02'52"	212.82'	N 68°48'24" E	213.35'
C2	870.17'	06°13'11"	94.41'	N 78°56'26" E	94.46'
C3	2380.00'	09°30'18"	394.38'	N 81°47'30" E	394.83'
C4	2385.00'	11°46'21"	489.19'	S 80°39'28" W	490.05'

CURVE TABLE

\* NOT A SURVEY \*

DRAWN BY: BEN	DATE: 1/04
CHECKED BY: A.B.	DRAWING NO. B-4378



950 Encore Way  
Naples, FL 34110  
Phone: (941) 254-2000  
Florida Certificate of  
Authorization No. 1772

NOT VALID WITHOUT  
THE SIGNATURE AND  
SEAL OF A FLORIDA  
LICENSED SURVEYOR  
AND WATER.

SKETCH TO ACCOMPANY  
A LEGAL DESCRIPTION

PROJECT NO.  
**99.132**  
REFERENCE NO.  
DE13

**Exhibit "B"**

Page 4 of 4

**This instrument prepared by:**  
Lee County  
Division of County Lands  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Parcels: 102A-SE, 102B-SE  
Project: Corkscrew Road CRSA/4723  
STRAP No.: 20-46-26-00-00001.0000

**SLOPE/RESTORATION EASEMENT**

This INDENTURE, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2006,  
between GINN-LA NAPLES, LTD., LLLP, a Georgia limited liability limited partnership, whose  
address is Post Office address is 215 Celebration Place, Suite 200, Celebration, Florida  
34747(Grantor), and LEE COUNTY, a political subdivision of the State of Florida, whose address is  
Post Office Box 398, Fort Myers, Florida 33902-0398, (Grantee):

WITNESSETH:

1. For good and valuable consideration, receipt of which is hereby acknowledged, Grantor grants to the Grantee, its successors and assigns, a slope/restoration easement situated in Lee County, Florida, and located and described as set forth in attached Exhibit "A" (Easement Parcel).
2. Grantee, its successors and assigns, are granted the right, privilege, and authority to construct, replace, repair, remove, extend, and maintain a slope/restoration easement on the Easement Parcel to support, reinforce, and stabilize the adjacent public roadway.
3. The improvements that may be placed within the Easement Parcel for roadway slope/restoration purposes are not limited to a particular type, style, material or design. These improvements may include the use of foliage.
4. Grantor may not construct or place any structures or foliage within the Easement Parcel.
5. Title to the improvements constructed by the Grantee within the Easement Parcel will remain in the Grantee, it's successors or assigns.
6. Subject to any 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, Grantors covenant they are lawfully seized and possessed of the real property described in Exhibit "A", have good and lawful right and power to convey it, and that the property is free and clear of all liens and encumbrances, except as herein stated, and accordingly, Grantor will forever warrant and defend the title and terms to this said easement and the quiet possession thereof against all claims and demands of all other entities.

**Exhibit "C"**

Page 1 of 3

7. Grantee has a reasonable right of access across Grantor's property for the purposes of reaching the Easement Parcel on either paved or unpaved surfaces. Any damage to Grantor's property or permitted improvements thereon resulting from Grantee's use of this access right will be restored by the Grantee, to the condition in which it existed prior to the damage.

8. This easement runs with the land and is binding upon the parties, their successors and assigns.

IN WITNESS WHEREOF, \_\_\_\_\_, Grantor, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

As to Grantor:

GINN-LA NAPLES, LTD., LLLP, a Georgia limited liability limited partnership

BY: GINN-NAPLES GP, LLC., a Georgia limited liability company, its general partner

BY: \_\_\_\_\_

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Printed name of 1st Witness

\_\_\_\_\_  
2nd Witness Signature

\_\_\_\_\_  
Printed name of 2nd Witness

\_\_\_\_\_  
(Print Name and Title)

**Exhibit "C"**

Page 2 of 3



STATE OF

COUNTY OF

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2006, by \_\_\_\_\_ (Print Name of Officer or Agent), as \_\_\_\_\_ (Print Title of Officer or Agent) of GINN-NAPLES GP., LLC., a Georgia limited liability company, general partner of GINN-LA NAPLES, LTD., LLLP, a Georgia limited liability limited partnership, on behalf of the partnership. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

(Signature of Notary Public)

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

**Exhibit "C"**

Page 3 of 3

**EXECUTIVE SUMMARY**

**OWNER OF RECORD:** Ginn LA Naples, Ltd. (per 2005 Lee County tax roll).

**LOCATION:** North side of Corkscrew Road in Section 20-46-26, Lee County, Florida.

**LAND AREA:** The parent tract totals 1,180.45 acres, which is comprised of two sections of land under the Ginn LA Naples, Ltd. ownership. Ginn LA Naples, Ltd. actually owns additional lands to the north, totaling about 4,500 acres. The proposed taking, however, will impact only the two sections closest to Corkscrew Road, totaling about 1,180.45 acres. The proposed taking consists of two fee takings known as Parcels 102A and 102B. There are also two slope easements known as 102A-SE and 102B-SE. The fee takings total 3.845 acres. The slope easements total 0.0817 acre. The remainder tract size is 1,176.605 acres.

**IMPROVEMENTS:** None.

**ZONING/LAND USE:** AG-2 (Agricultural)/PRF-PD (Private Recreational Facility Planned Development). The Comprehensive Land Use Plan has designated the subject property DRGR (Density Resource Groundwater Reduction).

**HIGHEST AND BEST USE (BEFORE TAKE):** Large Scale Residential Development

**HIGHEST AND BEST USE (AFTER TAKE):** Large Scale Residential Development

**MARKET VALUE BEFORE TAKE:** \$53,120,250

**VALUE OF PART TAKEN:** \$ 173,944 ~~\_\_\_\_\_ \*~~

**REMAINDER VALUE AS PART OF WHOLE:** \$52,946,306

**REMAINDER VALUE AFTER TAKE:** \$52,946,306

**SEVERANCE DAMAGES:** \$ 0

**AMOUNT DUE OWNER:** \$ 173,944

**INTEREST APPRAISED:** Fee Simple

**DATE OF VALUATION:** 15 May 2006

**DATE OF REPORT:** 22 May 2006

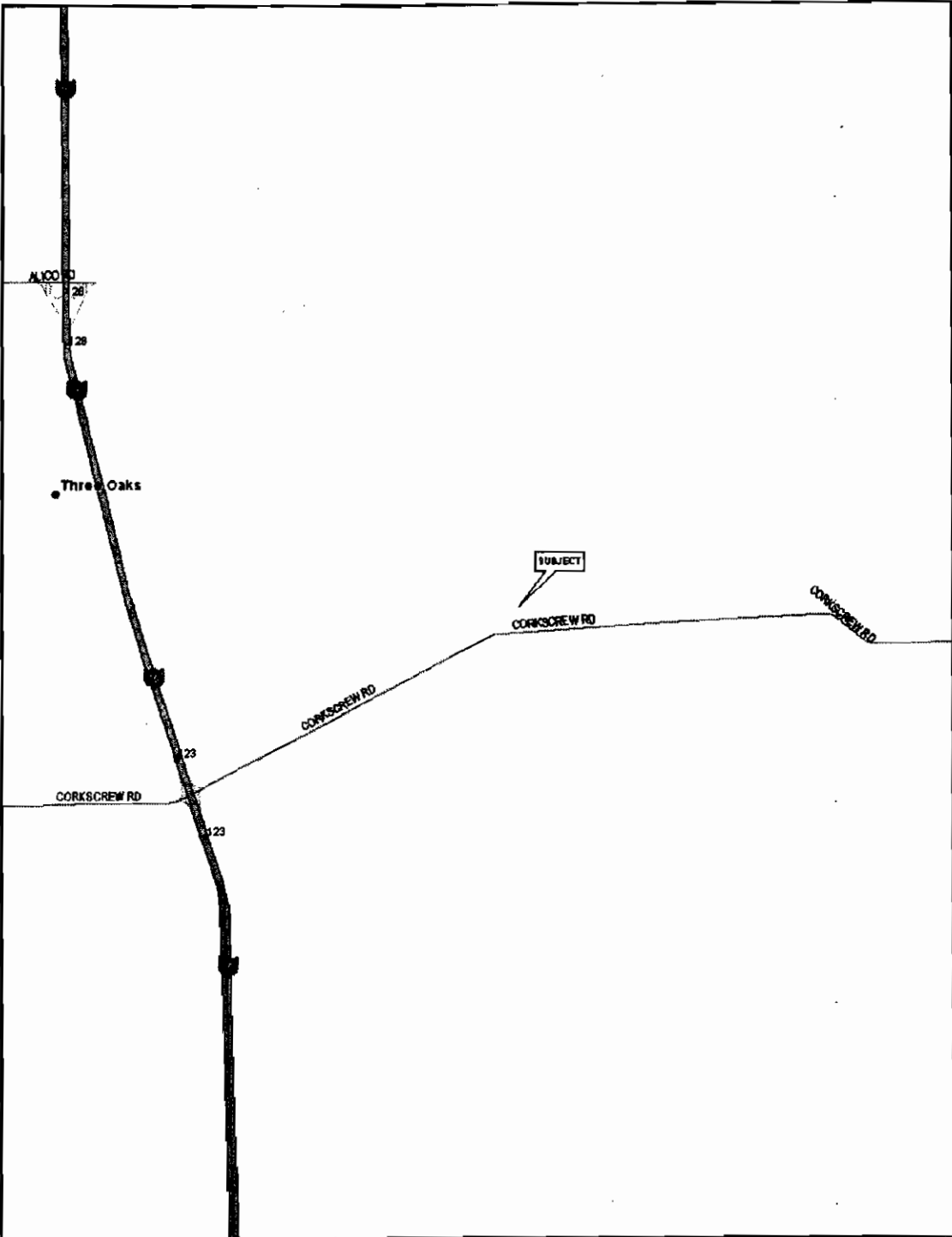
**APPRAISER**

W. Michael Maxwell, MAI, SRA

**EXTRAORDINARY ASSUMPTIONS:**

This appraisal report should be updated as to a future Order-of-Taking date. The values shown herein are as of the inspection date or 15 May 2006. This appraisal assumes there are no significant grade changes as per an agreement with Lee County. The density will remain the same even though 3.845 acres are being removed from the total ownership. Also, access to Corkscrew Road will also be allowed. An environmental report indicating the extent of jurisdictional wetlands was not provided. I relied upon GIS reports from the Lee County Property Appraiser's office.

**MARKET AREA MAP:**



**Updated Ownership and Easement Search**

Search No. 21808/A

Date: ~~April 9, 2004~~ 7-13-2006 *KRP*

Parcel: 102-A

Project: Corkscrew Road (Ben Hill  
Griffin to East of Habitat) Project #4723

To: J. Keith Gomez  
Property Acquisition Agent

From: Kenneth Pitt  
Real Estate Title Examiner

STRAP: 19-46-26-00-00001.0000

Effective Date: ~~September 25, 2003~~ 7-13-2006 at 5:00 p.m.

**Subject Property:** All Section 19, Township 46 South, Range 26 East, Lee County, Florida, less and except that part lying South of Corkscrew Road and less Road Right-of-Way and less that parcel conveyed in instruments recorded in Official Record Book 3442, Page 1428 and Official Record Book 3442, Page 1430, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

*Conveyed to GINN LA NAPLES LTD, LLD*  
~~Alico Agri, Ltd. (a Florida Limited Partnership)~~

by that certain instrument dated ~~April 15, 2003~~, recorded ~~May 8, 2003~~, in Official Record Book ~~3925~~, Page ~~2680~~, Public Records of Lee County, Florida.

**Easements:**

*OR Book 4795/2813 recorded 7-13-2005*

1. Right-of-way Agreement recorded in Official Record 221, Page 192 and amended in Official Record Book 730, Page 622, as modified in Official Record Book 3442, Page 1432, Public Records of Lee County, Florida.
2. Resolution of the Zoning Board recorded May 7, 1986, in Official Record Book 1844, Page 1272, Public Records of Lee County, Florida.
3. Resolution ZAB-86-62 recorded April 29, 1987, in Official Record Book 1912, Page 4396, Public Records of Lee County, Florida.
4. Resolution dated July 29, 1981, recorded in Official Record Book 1541, Page 1661, Public Records of Lee County, Florida.
5. Access Easement to Florida Power & Light Company, recorded in Official Record Book 3432, Page 1121, Public Records of Lee County, Florida.

Updated Ownership and Easement Search

Search No. 21808/A

Date: ~~April 9, 2004~~ 7-13-2006

Parcel: 102-A

Project: Corkscrew Road (Ben Hill

Griffin to East of Habitat) Project #4723

6. Notice of Lot Split Approval, recorded in Official Record Book 3443, Page 4082, Public Records of Lee County, Florida.

NOTE: Lease Agreement recorded February 3, 1978, in Official Record Book 1250, Page 1339, as assigned to Agri-Insurance Company, Ltd., a Bermuda corporation, recorded in Official Record Book 3337, Page 2190, Public Records of Lee County, Florida. Released 4795/2799

NOTE: Memorandum of Lease recorded January 30, 1991, in Official Record Book 2200, Page 1458, Public Records of Lee County, Florida. Release 4795/2799

NOTE: Covenant of Unified Control recorded in Official Record Book 3926 Page 1224, Public Records of Lee County, Florida.

\* Subject to Lease w/ RINKER MATERIALS recorded 7-13-2005 in OR Book 4795/2824; 4795/2838, 4795/2843

\* Subject to Mortgage to First American Exchange Company, LLC recorded 7-13-2005 in OR Book 4795/2848

**Tax Status:** \$5,028.37 paid on 11/25/02 for Tax Year 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.**

**Division of County Lands**

**Updated Ownership and Easement Search**

Search No. 21808/B  
Date: ~~October 20, 2003~~ 7-13-2006  
Parcel: 102-B & 102-C  
Project: Corkscrew Road (Ben Hill Griffin to East of Habitat) Project #4723

To: J. Keith Gomez  
Property Acquisition Agent

From: Kenneth Pitt *KMP*  
Real Estate Title Examiner

STRAP: 20-46-26-00-00001.0000

Effective Date: ~~September 25, 2003~~ <sup>7-13-2006</sup>, at 5:00 p.m.

**Subject Property:** All Section 20, Township 46 South, Range 26 East, lying North of Corkscrew Road, Lee County, Florida

Title to the subject property is vested in the following:

*Conveyed to GINN LA NAPLES LTD LLD*  
Alice Agri, Ltd., (a Florida Limited Partnership)

by that certain instrument dated ~~April 15, 2003~~, recorded ~~May 8, 2003~~, in Official Record Book ~~3025~~ Page ~~2680~~, Public Records of Lee County, Florida.

*DR Book 4795/2813 recorded 7-13-2005*

**Easements:**

1. Resolution dated July 29, 1981, recorded in Official Record Book 1541, Page 1661, 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.
2. Resolution of the Zoning Board recorded May 7, 1986, in Official Record Book 1844, Page 1272, Public Records of Lee County, Florida.
3. Resolution ZAB-86-62 recorded April 29, 1987, in Official Record Book 1912, Page 4396, Public Records of Lee County, Florida.

NOTE: Lease Agreement recorded February 3, 1978, in Official Record Book 1250, Page 1339, Public Records of Lee County, Florida. *Released per D.R. 4795/2799*

NOTE: Memorandum of Lease recorded January 30, 1991 in Official Record Book 2200, Page 1458, Public Records of Lee County, Florida. *Released per D.R. 4795/2799*

*\* Subject to Agreement w/ Rinker Materials recorded 7-13-2005 in DR Book 4795/2824, 4795/2838 4795/2843*

Updated Ownership and Easement  
Search

Search No. 21808/B

Date: ~~October 20, 2003~~ 7-13-2006

Parcel: 102-B & 102-C

Project: Corkscrew Road (Ben Hill  
Griffin to East of Habitat) Project #4723

\* Subject to Mortgage to First American  
Exchange Company Recorded 7-13-2005 in OR  
Book 4795/2848

**Tax Status:** \$7,421.24 paid on 11/25/02 for Tax Year 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.**



# 5-Year Sales History

Parcel 102A, 102B/Ginn-LA Naples LTD., LLLP

Corkscrew Road Service Area MSBU Road Widening  
Project No. 4723

Grantor	Grantee	Price	Date	Arms Length Y/N
Alico-Agri, LTD	Ginn-LA Naples LTD., LLLP	\$62,900,000	6/9/05	Y*
Agri-Insurance Company, LTD	Alico-Agri LTD	\$16,072,800	4/15/03	N* **

\*Referenced transaction includes the transfer of additional acreage.

\*\*Sales ownership data indicates that the 4/15/2003 may not have been arms-length.