

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

Blue Sheet No. 20061781

1. ACTION REQUESTED/PURPOSE: Authorize: (1) Approval of the purchase of ± 1.1 acres of land for the Alico Connector Road proposed as part of the settlement condition referenced in BS 20060902 Agenda item A12B dated August 1, 2006; (2) The Chair on behalf of the Board of County Commissioners to execute the Purchase Agreement in the amount of \$480,900; (3) Payment of necessary costs and fees to close; (4) Division of County Lands to handle and accept all documentation necessary to complete the transaction; (5) Approval of the transfer from reserves in the Transportation Capital Improvement Fund for the Alico Road Project in the amount of \$483,500 and amend the FY07-11 Capital Improvement Program. *FUND - TRANSPORTATION CAPITAL IMPROVEMENTS; PROGRAM - CAPITAL PROJECTS; PROJECT - ALICO ROAD 4 LANEING PROJECT JW*

2. WHAT ACTION ACCOMPLISHES: Provides the property necessary for the County to move forward with its Alico Connector Road settlement obligation (BS 20060902).

3. MANAGEMENT RECOMMENDATION: Approve

4. Departmental Category: 6

CLA

5. Meeting Date:

FEB 06 2007

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute *125*
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Independent *Per*
 Division County Lands
 By: Karen L.W. Forsyth, Director *KLF*

9. Background: Provide a curved Connector Road that would align the Schwab/Rinker driveway at Alico Road and align the Mann Industries, Inc driveway at Pennsylvania Street.

Negotiated for: Lee County Department of Transportation.

Interest to Acquire: Fee simple interest (± 1.1 acres); vacant land.

Property Details:

Owner: Alico Pennsylvania, LLC.
Address: 20732 Charing Cross Circle Estero, FL 33928

Purchase Details:

Purchase Price: \$480,900
Costs to Close: \$2600

Appraisal Information: \$480,900

Company: Diversified Appraisal, Inc.

Staff Recommendation: Staff recommends the Board approve the action requested.

Account: 20403030700.506110

Attachments: Purchase Agreement, Request for Transfer of Funds, BS 20060902, Affidavit of Interest, Location Map, Updated Title Report, Appraisal Summary, Sales History.

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
<i>K. Forsyth</i>			<i>DAD 1-8-07 And 1-11</i>	<i>[Signature]</i> <i>1-16-07</i>	Analyst <i>[Signature]</i> <i>1-25-07</i>	Risk <i>MP</i> <i>1-18-07</i>	Grants <i>1/4/07</i>	Mgr. <i>[Signature]</i> <i>1/18/07</i>	<i>[Signature]</i> <i>1-22-07</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN: <i>M</i>
<i>1-17-07 1:15</i>
COUNTY ADMIN FORWARDED TO:
<i>[Signature]</i> <i>3:00</i> <i>PR</i>

Rec. by COAtty
Date: <i>1-22-07</i>
Time: <i>3:44pm</i>
Forwarded To: <i>Admin 1/16/07</i>

REQUEST FOR TRANSFER OF FUNDS

FUND NAME: Transportation Capital Improvement DATE: 12/29/06 BATCH NO.: _____

FISCAL YEAR: 2007 FUND NO.: 30700 DOC. TYPE: YB LEDGER TYPE: BA

TO: _____
Capital Projects Transportation Projects
 (Division Name) (Program Name)

NOTE: Please list the account number below in the following order:
 Business Unit (dept/div, program, fund, subfund); Object Account; Subsidiary; Subledger
 (Example: BB 5120100100.503450)

<u>Account Number</u>	<u>Object Name</u>	<u>DEBIT</u>
20403030700.506110	Land	\$483,500

TOTAL TO: \$483,500

FROM: _____
Non-Departmental Reserves
 (Division Name) (Program Name)

<u>Account Number</u>	<u>Object Name</u>	<u>CREDIT</u>
GC5890130700.509930	Reserves Future Capital Outlay	\$483,500

TOTAL FROM: \$483,500

EXPLANATION: Budget appropriation needed to cover land purchase for Alico Road project required pursuant to lawsuit settlement.

 DIVISION DIRECTOR SIGNATURE/DATE *for Amelia M. Davies* 12-29-06
 DEPARTMENT HEAD SIGNATURE/DATE

DBO: APPROVAL DENIAL _____
James K. Wolf 1-18-07
 OPS. ANALYST SIGNATURE DATE

OPS. MGR.: APPROVAL DENIAL _____
Shirley Lang 1/18/07
 OPS. MGR. SIGNATURE DATE

CO. MGR.: APPROVAL _____ DENIAL _____

 CO. MANAGER SIGNATURE DATE

BCC APPROVAL DATE: _____

 BCC CHAIRMAN SIGNATURE

BA. NO. _____ AUTH CODE _____ TRANS DATE _____

This document prepared by:
Lee County
County Lands Division
Project: Alico Road Widening (Connector Road) # 4030
STRAP No.: Part of 05-46-25-00-00006.0000

**BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 20__ by and between **Alico Pennsylvania, LLC**, hereinafter referred to as SELLER, whose address is 20732 Charing Cross Circle, Estero, FL. 33928 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 1.104 acres more or less, and located and particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property". This property will be acquired for the Alico Road Widening - Connector Road, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Four Hundred Eighty Thousand Nine Hundred (\$480,900), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** Seller will obtain at Seller's expense an American Land Title Association Form B Title Commitment and provide title insurance SELLER'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) documentary stamps on deed;
 - (c) utility services up to, but not including the date of closing;
 - (d) taxes or assessments for which a bill has been rendered on or before the date of closing, if closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year;
 - (e) payment of partial release of mortgage fees, if any;
 - (f) 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. BUYER is exempt from ad valorem taxation. SELLER will pay all taxes determined to be legally due and payable by the County Tax Collector.

If closing occurs between October 31 and January 1, then the SELLER is responsible for the full year's ad valorem real estate taxes for the year without proration.

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 the 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 or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations 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 hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities 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 ninety (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. REMOVAL OF REFUSE: SELLER, at their expense, is to remove any and all refuse, clean up area and dispose of refuse off site in accordance with Governmental regulations.



19. **RIGHT TURN LANE:** Lee County DOT agrees to construct a right turn lane on Alico Road at the approach to the Proposed Connector Road. See Exhibit B.

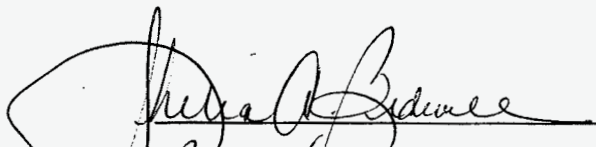
20. **TRAFFIC SIGNAL:** A traffic signal at the alignment of Alico Road and Schwab/Rinker driveway (proposed Connector Road) is anticipated to be installed as part of the Alico Road – Connector Road project pursuant to the Agreement for the Construction and Installation of the Traffic Signal at Alico Road and the Driveway of Rinker Materials of Florida, Inc. and Schwab Ready –Mix, Inc. dated June 27, 2006.


21. **GOPHER TORTOISE MITIGATION:** The responsibility for gopher tortoise mitigation rests with each property OWNER. Each property OWNER will comply with all applicable State, County and Local permits required. The BUYER will be responsible for mitigating the +/- 1.1 acres identified by this purchase agreement. The OWNER will be responsible for mitigating its remainder property described in "Exhibit D" and shown at "Exhibit B" attached hereto.

22. **ACCESS TO ALICO ROAD:** SELLER acknowledges and agrees that upon the closing of this transaction, the remainder of the SELLER's property more particularly described in Exhibit "D" and shown at Exhibit "B" attached hereto, will not have any access onto Alico Road pursuant to the Limitation of Access Agreement attached hereto as Exhibit "E."

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

WITNESSES:





SELLER:

Alico Pennsylvania, LLC.
A Florida Limited Liability Corporation

By: 

Raul Ortega

Its: Managing Member

12-27-06
(DATE)

BUYER:
CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

Exhibit "A": Alico Connector Project 4030



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

HM PROJECT #1997051
8/11/2006
REF. DWG. #B-5932

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, A 125.00 FOOT WIDE RIGHT-OF-WAY; THENCE RUN S.88°41'39"W., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALICO ROAD, FOR A DISTANCE OF 309.80 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALICO ROAD FOR A DISTANCE OF 129.00 FEET; THENCE RUN N.43°41'39"E., FOR A DISTANCE OF 40.31 FEET; THENCE RUN N. 01°18'21"W., FOR A DISTANCE OF 51.00 FEET; THENCE RUN N.00°41'56"E., FOR A DISTANCE OF 171.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS N.88°41'39"E., A DISTANCE OF 142.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 142.00 FEET, THROUGH A CENTRAL ANGLE OF 90°58'15", SUBTENDED BY A CHORD OF 202.45 FEET AT A BEARING OF N.44°09'46"E., FOR A DISTANCE OF 225.38 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°37'54"E., FOR A DISTANCE OF 175.08 FEET TO A POINT ON A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 82.00 FEET, THROUGH A CENTRAL ANGLE OF 69°05'46", SUBTENDED BY A CHORD OF 93.00 FEET AT A BEARING OF N.55°05'01"E., FOR A DISTANCE OF 98.89 FEET TO THE END OF SAID CURVE; THENCE RUN N.20°32'08"E., FOR A DISTANCE OF 31.94 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE RUN S.00°44'40"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, FOR A DISTANCE OF 224.00 FEET; THENCE RUN N.22°01'28"W., FOR A DISTANCE OF 31.94 FEET TO A POINT ON A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 82.00 FEET, THROUGH A CENTRAL ANGLE OF 68°20'39", SUBTENDED BY A CHORD OF 92.12 FEET, AT A BEARING OF N.56°11'47"W., FOR A DISTANCE OF 97.81 FEET TO THE END OF SAID CURVE; THENCE RUN S.89°37'54"W., FOR A DISTANCE OF 176.55 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 82.00 FEET, THROUGH A CENTRAL ANGLE OF 90°58'15", SUBTENDED BY A CHORD OF 116.91 FEET, AT A BEARING OF S.44°09'46"W., FOR A DISTANCE OF 130.15 FEET TO THE END OF SAID CURVE; THENCE RUN S.03°18'38"E., FOR A DISTANCE OF 171.51 FEET; THENCE RUN S.01°18'21"E., FOR A DISTANCE OF 51.00 FEET; THENCE RUN S.46°18'21"E., FOR A DISTANCE OF 40.31 FEET TO THE POINT OF BEGINNING; CONTAINING 1.104 ACRES, MORE OR LESS.

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

BEARINGS REFER TO THE NORTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, A 125.00 FOOT WIDE RIGHT-OF-WAY, LEE COUNTY, FLORIDA AS BEING S.88°41'39"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY Thomas M. Murphy
THOMAS M. MURPHY

P.S.M. #5628
STATE OF FLORIDA

H:\1997\1997051\WP\LEGAL\DES\5932.DOC

Naples • Fort Myers • Venice



(16)

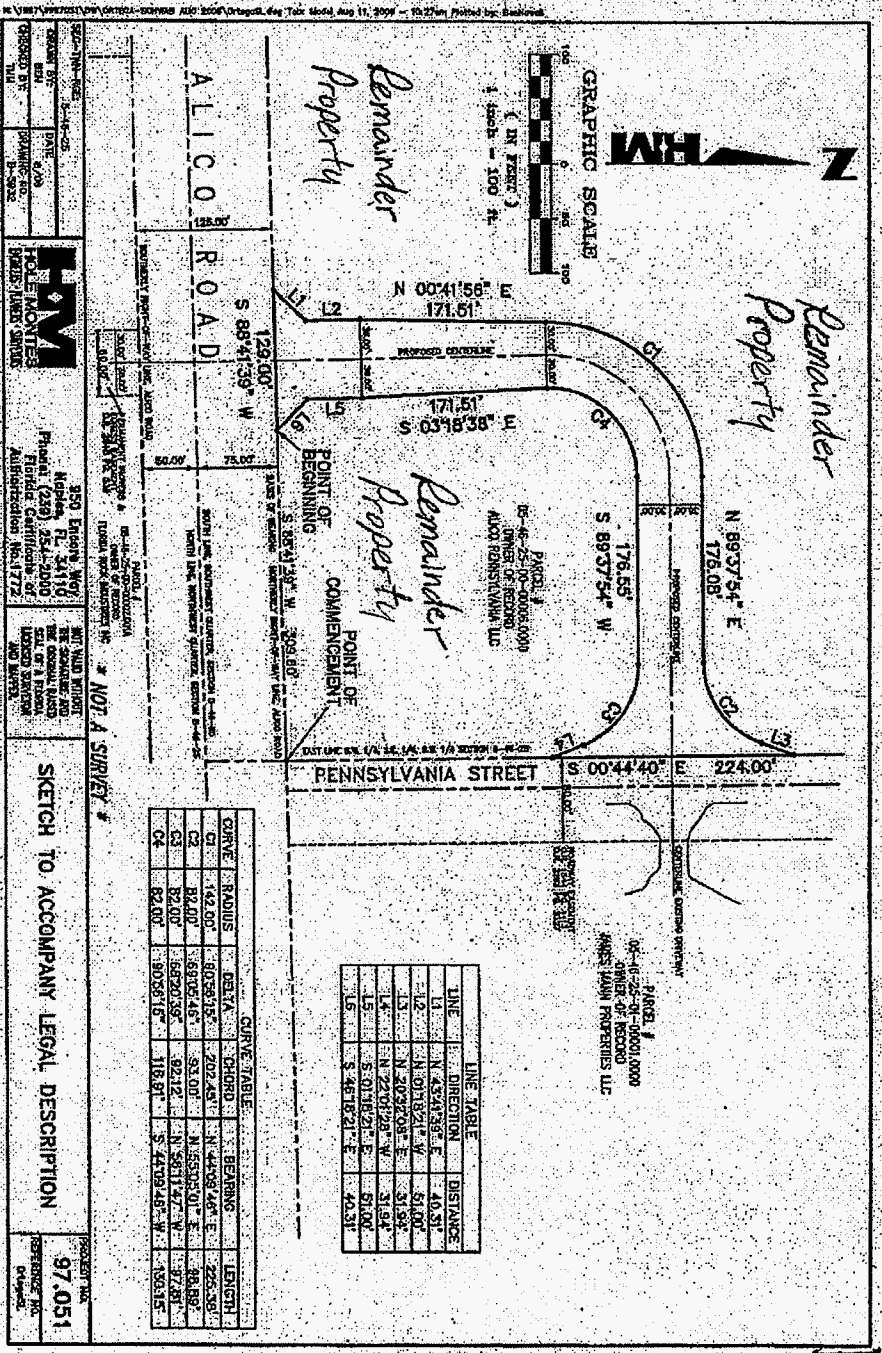
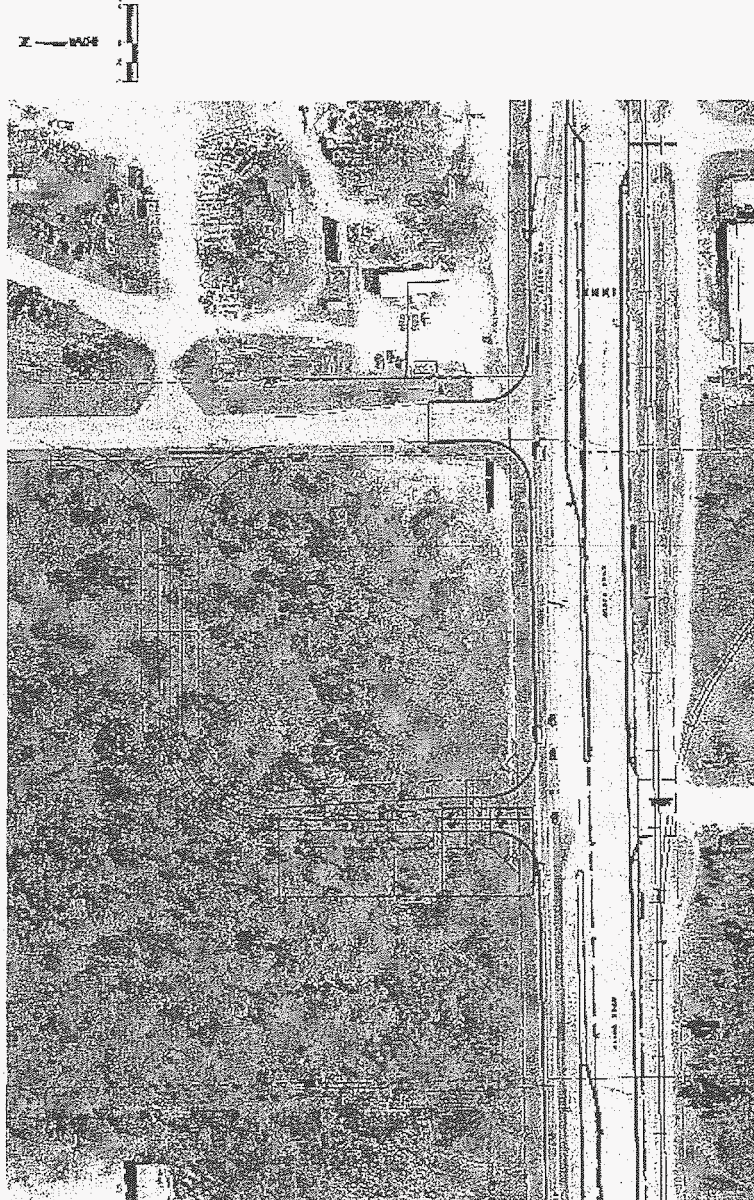


Exhibit C: Aerial – June 9, 2006



S:\POOL\ALIC4030\Connector Road\Exhibit C pfl1/13/06

Q2

EXHIBIT "D"

Remainder Parcels:

A tract of land described as:

The south west ¼ of the southeast ¼ of the southwest ¼ of Section 5, Township 46 South, Range 25 East, Lee County, Florida, less and excepting there from the south 75 feet thereof for road right of way,

Less:

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, A 125.00 FOOT WIDE RIGHT-OF-WAY; THENCE RUN S.88°41'39"W., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALICO ROAD, FOR A DISTANCE OF 309.60 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALICO ROAD FOR A DISTANCE OF 129.00 FEET; THENCE RUN N.43°41'39"E., FOR A DISTANCE OF 40.31 FEET; THENCE RUN N. 01°18'21"W., FOR A DISTANCE OF 51.00 FEET; THENCE RUN N.00°41'56"E., FOR A DISTANCE OF 171.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS N.88°41'39"E., A DISTANCE OF 142.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 142.00 FEET, THROUGH A CENTRAL ANGLE OF 80°58'15", SUBTENDED BY A CHORD OF 202.45 FEET AT A BEARING OF N.44°09'46"E., FOR A DISTANCE OF 225.38 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°37'54"E., FOR A DISTANCE OF 175.08 FEET TO A POINT ON A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 82.00 FEET, THROUGH A CENTRAL ANGLE OF 69°05'46", SUBTENDED BY A CHORD OF 93.00 FEET AT A BEARING OF N.55°05'01"E., FOR A DISTANCE OF 99.89 FEET TO THE END OF SAID CURVE; THENCE RUN N.20°32'08"E., FOR A DISTANCE OF 31.94 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE RUN S.00°44'40"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, FOR A DISTANCE OF 224.00 FEET; THENCE RUN N.22°01'28"W., FOR A DISTANCE OF 31.94 FEET TO A POINT ON A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 82.00 FEET, THROUGH A CENTRAL ANGLE OF 68°20'39", SUBTENDED BY A CHORD OF 92.12 FEET, AT A BEARING OF N.58°11'47"W., FOR A DISTANCE OF 97.81 FEET TO THE END OF SAID CURVE; THENCE RUN S.89°37'54"W., FOR A DISTANCE OF 178.65 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 82.00 FEET, THROUGH A CENTRAL ANGLE OF 90°58'15", SUBTENDED BY A CHORD OF 116.91 FEET, AT A BEARING OF S.44°09'46"W., FOR A DISTANCE OF 130.15 FEET TO THE END OF SAID CURVE; THENCE RUN S.03°18'38"E., FOR A DISTANCE OF 171.51 FEET; THENCE RUN S.01°18'21"E., FOR A DISTANCE OF 51.00 FEET; THENCE RUN S.46°18'21"E., FOR A DISTANCE OF 40.31 FEET TO THE POINT OF BEGINNING; CONTAINING 1.104 ACRES, MORE OR LESS.

BEARINGS REFER TO THE NORTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, A 125.00 FOOT WIDE RIGHT-OF-WAY, LEE COUNTY, FLORIDA AS BEING S.88°41'39"W.



Exhibit "E"
Page 1 of 3

This Instrument Prepared By:
Lee County Attorney's Office
P.O. Box 398
Fort Myers, Florida 33902

Project: Alico Road - Connector Road Project No. 4030
STRAP No.: 05-46-25-00-00006.0000

This Space for Recording

LIMITATION OF ACCESS AGREEMENT

This LIMITATION OF ACCESS AGREEMENT, made and entered into this _____ day of _____, 2006, between ALICO PENNSYLVANIA, LLC, a Florida Limited Liability Company, whose address is 20732 Charing Cross Circle, Estero, Florida 33928 hereinafter "SELLER", and LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398 hereinafter "County":

WITNESSETH:

1. SELLER is the fee simple Owner of the Property described in Exhibit A attached hereto and made a part hereof (Alico Property).
2. County and SELLER have entered into an Agreement for Purchase and Sale of Real Estate (Purchase Agreement) for the County's Purchase of a portion of the Alico Property more particularly described in attached Exhibit "A", (County Property), for the construction of the proposed Alico Road Widening - Connector Road.
3. For good and valuable consideration and pursuant to Paragraph 22 of the Purchase Agreement, SELLER hereby acknowledges and agrees that there will not be any direct access to Alico Road from the portion of the Alico Property remaining upon the closing of the County Property pursuant to the Purchase Agreement (Remainder Property). SELLER further acknowledges and agrees that the only access to Alico Road from the Remainder Property will be by way of a driveway connection to the connector road to be built pursuant to the Purchase Agreement.

09

Exhibit "E"
Page 2 of 3

4. THIS AGREEMENT is binding upon the parties hereto, their successors and assigns.

IN WITNESS WHEREOF, ALICO PENNSYLVANIA, LLC, has caused this document to be signed on the date first above written.

TWO SEPARATE WITNESSES:

Alico Pennsylvania, LLC,
A Florida Limited Liability

Company

[Signature]
1st Witness Signature

[Signature]
By: Raul Ortega
Its Managing Member

Shelia A. Bedwell
Printed name of 1st Witness

[Signature]
2nd Witness Signature

Patrick Fischer
Printed name of 2nd Witness

STATE OF Florida)
COUNTY OF Lee)

The foregoing instrument was acknowledged before me this 27th day of December 2006, by Raul Ortega, Managing Member on behalf of Alico

Pennsylvania, LLC, a Florida Limited Liability Company. He/she is personally known to me or who has produced Florida driver license as identification.



Shelia A. Bedwell
Commission # DD354654
Expires: OCT. 29, 2008
Bonded Thru
Atlantic Bonding Co., Inc.

[Signature]
(Signature of Notary Public)

(Print, type or stamp name)

④

Exhibit "E"
Page 3 of 3

ATTEST:
CHARLIE GREEN, CLERK

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

By: _____
Deputy Clerk

By: _____
Chairman

APPROVED AS TO FORM:

By: _____
Robert D. Spickerman
Assistant County Attorney
Office of County Attorney

Exhibit "E"

EXHIBIT "A"

Remainder Parcels:

A tract of land described as:

The south west ¼ of the southeast ¼ of the southwest ¼ of Section 5, Township 46 South, Range 25 East, Lee County, Florida, less and excepting there from the south 75 feet thereof for road right of way,

Less:

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, A 125.00 FOOT WIDE RIGHT-OF-WAY; THENCE RUN S.88°41'39"W., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALICO ROAD, FOR A DISTANCE OF 309.60 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALICO ROAD FOR A DISTANCE OF 129.00 FEET; THENCE RUN N.43°41'39"E., FOR A DISTANCE OF 40.31 FEET; THENCE RUN N. 01°18'21"W., FOR A DISTANCE OF 51.00 FEET; THENCE RUN N.00°41'56"E., FOR A DISTANCE OF 171.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS N.88°41'39"E., A DISTANCE OF 142.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 142.00 FEET, THROUGH A CENTRAL ANGLE OF 90°58'16", SUBTENDED BY A CHORD OF 202.35 FEET AT A BEARING OF N.44°09'46"E., FOR A DISTANCE OF 225.38 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°37'54"E., FOR A DISTANCE OF 175.08 FEET TO A POINT ON A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTH-WESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 82.00 FEET, THROUGH A CENTRAL ANGLE OF 69°05'46", SUBTENDED BY A CHORD OF 93.00 FEET AT A BEARING OF N.65°05'01"E., FOR A DISTANCE OF 98.89 FEET TO THE END OF SAID CURVE; THENCE RUN N.20°32'08"E., FOR A DISTANCE OF 31.94 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6; THENCE RUN S.00°44'40"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 6, FOR A DISTANCE OF 224.00 FEET; THENCE RUN N.22°01'28"W., FOR A DISTANCE OF 31.94 FEET TO A POINT ON A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 82.00 FEET, THROUGH A CENTRAL ANGLE OF 68°20'36", SUBTENDED BY A CHORD OF 92.12 FEET, AT A BEARING OF N.56°11'47"W., FOR A DISTANCE OF 97.81 FEET TO THE END OF SAID CURVE; THENCE RUN S.89°37'54"W., FOR A DISTANCE OF 175.65 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 82.00 FEET, THROUGH A CENTRAL ANGLE OF 90°58'16", SUBTENDED BY A CHORD OF 116.91 FEET, AT A BEARING OF S.44°09'46"W., FOR A DISTANCE OF 130.36 FEET TO THE END OF SAID CURVE; THENCE RUN S.03°18'38"E., FOR A DISTANCE OF 171.51 FEET; THENCE RUN S.01°18'21"E., FOR A DISTANCE OF 51.00 FEET; THENCE RUN S.46°18'21"E., FOR A DISTANCE OF 40.31 FEET TO THE POINT OF BEGINNING; CONTAINING 1.104 ACRES, MORE OR LESS.

BEARINGS REFER TO THE NORTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, A 125.00 FOOT WIDE RIGHT-OF-WAY, LEE COUNTY, FLORIDA AS BEING S.88°41'39"W.

S:\POOL\ALIC4030\Connector Road\Exhibit D.doc pf/11/13/06

ATY

Lee County Board Of County Commissioners
Agenda Item Summary

Blue Sheet No. 20060902

1. ACTION REQUESTED/PURPOSE: Approve proposed settlement agreement attached hereto marked Exhibit "A" with the Plaintiffs in the case of James L. Mann Declaration of Trust, et al. v. Lee County, Case No. 2:05-CV-589-Ftm-33SPC, United States District Court, Middle District of Florida.

2. WHAT ACTION ACCOMPLISHES: Settles the case.

3. MANAGEMENT RECOMMENDATION: Approve proposed settlement agreement.

4. Departmental Category: 12 -

A12B

5. Meeting Date: August 1, 2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
Department County Attorney
Division Litigation
By: John S. Turner, Assistant
County Attorney

9. Background: In November of 2005, the Plaintiffs, James L. Mann Declaration of Trust, Coastal Precast of Florida, Inc., Guymann Construction of Florida, Inc., and Ajax Paving Industries, Inc. of Florida, owners of the businesses located north of Alico Road on Pennsylvania Street (a private road) initiated the current litigation against Lee County by filing a six-count complaint alleging Lee County violated their rights by relocating a proposed full access opening at the intersection of Pennsylvania Street and Alico Road to the west approximately 200 feet in front of the Schwab/Rinker access. The Plaintiffs presented evidence at a hearing for temporary restraining order to the effect that Lee County should be estopped from relocating the center median opening because of the representations made by its employees and representatives that the Plaintiffs would have full access for their oversized vehicles. Subsequent to the hearing, the Plaintiffs amended their complaint to include a claim for civil rights violation and Lee County removed the case to federal court. The federal judge denied the Plaintiffs' requested temporary restraining order and the case has proceeded into the discovery stages. Lee County proposed resolving the case by constructing an access road that would connect to Pennsylvania Street and maintain the opening on Alico Road and Pennsylvania Street until construction is completed. Once the new access road at Schwab/Rinker is completed, the median opening at Pennsylvania Street will be closed. As noted in the agreement, all parties will be responsible for their fees and costs incurred to date and the Plaintiffs will file a dismissal without prejudice. Once all the access points are completed pursuant to the construction plans, the case will be dismissed with prejudice.

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.	
					RK 7/10	JY 7/11/06	M 7/10/06	7/12/06	TS 7/14/06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN. 7/7/06

RECEIVED BY COUNTY ADMIN. 7/17/06 4:10 -MP. COUNTY ADMIN. 7/14/06 3PA

STRAP: 05-46-25-00-00006.0000

Project: Alico Road Widening – Connector Road #4030

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this ___ day of ____, 20___ for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

**Alico Pennsylvania, LLC
20732 Charing Cross Circle
Estero, FL. 33928**

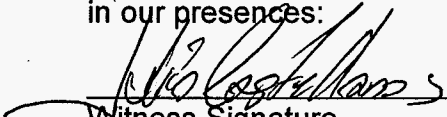
The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are: SEE EXHIBIT A FOR ADDRESSES

- 1. MR. & MRS. JOSE HUMBERTO ORTEGA
- 2. MR. & MRS. JOSE RAUL ORTEGA
- 3. MRS. JACQUELINE BOYD
- 4. MS. BETSY RAUCH
- 5. MR. & MRS. RANDALL MARZULLO
- 6. MR. & MRS. WILLIAM BLEVINS
MR. FRANK BRYANT BLEVINS

The real property to be conveyed to Lee County is known as: _____

FURTHER AFFIANT SAYETH NAUGHT.


Signed, sealed and delivered
in our presences:


Witness Signature

Julio Castellanos
Printed Name


Signature of Affiant

RAUL ORTEGA
Printed Name


Witness Signature

Robert Miles

Affidavit of Interest in Real Property

Parcel:

STRAP: 05-46-25-00-00006.0000

Project: ALICO Road Widening - Connector Road #4030

STATE OF FLORIDA

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 18 day of Oct, 2006 by
JOSE RAUL ORTEGA of ALICO
(name of officer or agent, title of officer or agent) (name of

PENNSYLVANIA, a FLORIDA corporation, on
corporation acknowledged)

behalf of the corporation.

(SEAL)



John T Greising
My Commission DD231443
Expires October 29, 2007

John T Greising
(Notary Signature)

John T Greising
(Print, type or stamp name of Notary)

Personally known
OR Produced Identification _____
Type of Identification _____

Affidavit of Interest in Real Property

Parcel: _____

STRAP: _____

Project: _____

STATE OF FLORIDA

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 18 day of Oct, 2006 by
JOSE RAUL ORTEGA
(name of person acknowledged)

(SEAL)



John T Greising
My Commission DD231443
Expires October 29, 2007

John T Greising
(Notary Signature)

John T GREISING
(Print, type or stamp name of Notary)

Personally known ✓
OR Produced Identification _____
Type of Identification _____

EXHIBIT A (attach to affidavit of interest in real property)

MR. & MRS. JOSE HUMBERTO ORTEGA
275 WOODCREST ROAD
KEY BISCAWAYNE, FL 33149

MR. & MRS. JOSE RAUL ORTEGA
20732 CHARING CROSS CIRCLE
ESTERO, FL 33928

MS. JACQUELINE BOYD
1001 ARBOR LAKE DRIVE, UNIT 601
NAPLES, FL 34110

MS. BETSY RAUGH
10400 KESTREL STREET
PLANTATION, FL 33324

MR. & MRS. RANDALL MARZULLO
741 SAN JUAN DRIVE
CORAL GABLES, FL 33143

MR. & MRS. WILLIAM BLEVINS
20768 CHARING CROSS CIRCLE
ESTERO, FL 33928

FRANK BRYANT BLEVINS
227 MICHIGAN AVE, #303
MIAMI BEACH, FL 33139

Exhibit "B": Alico Connector Project 4030



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

HM PROJECT #1997051
8/11/2006
REF. DWG. #B-5932

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE INTERSECTION OF THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA WITH THE NORTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, A 125.00 FOOT WIDE RIGHT-OF-WAY; THENCE RUN S.88°41'39"W., ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALICO ROAD, FOR A DISTANCE OF 309.60 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID ALICO ROAD FOR A DISTANCE OF 128.00 FEET; THENCE RUN N.43°41'39"E., FOR A DISTANCE OF 40.31 FEET; THENCE RUN N. 01°18'21"W., FOR A DISTANCE OF 51.00 FEET; THENCE RUN N.00°41'58"E., FOR A DISTANCE OF 171.51 FEET TO A POINT ON A CIRCULAR CURVE CONCAVE SOUTHEASTERLY WHOSE RADIUS POINT BEARS N.88°41'39"E., A DISTANCE OF 142.00 FEET THEREFROM; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 142.00 FEET, THROUGH A CENTRAL ANGLE OF 80°56'15", SUBTENDED BY A CHORD OF 202.45 FEET AT A BEARING OF N.44°09'48"E., FOR A DISTANCE OF 225.38 FEET TO THE END OF SAID CURVE; THENCE RUN N.89°37'54"E., FOR A DISTANCE OF 175.08 FEET TO A POINT ON A TANGENTIAL CIRCULAR CURVE, CONCAVE NORTHWESTERLY; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE, TO THE LEFT, HAVING A RADIUS OF 82.00 FEET, THROUGH A CENTRAL ANGLE OF 68°05'46", SUBTENDED BY A CHORD OF 93.00 FEET AT A BEARING OF N.55°05'01"E., FOR A DISTANCE OF 98.89 FEET TO THE END OF SAID CURVE; THENCE RUN N.20°32'08"E., FOR A DISTANCE OF 31.94 FEET TO A POINT ON THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE RUN S.00°44'40"E., ALONG THE EAST LINE OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 5, FOR A DISTANCE OF 224.00 FEET; THENCE RUN N.22°01'28"W., FOR A DISTANCE OF 31.94 FEET TO A POINT ON A TANGENTIAL CIRCULAR CURVE, CONCAVE SOUTHWESTERLY; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE LEFT, HAVING A RADIUS OF 82.00 FEET, THROUGH A CENTRAL ANGLE OF 88°20'39", SUBTENDED BY A CHORD OF 92.12 FEET, AT A BEARING OF N.56°11'47"W., FOR A DISTANCE OF 97.81 FEET TO THE END OF SAID CURVE; THENCE RUN S.89°37'54"W., FOR A DISTANCE OF 176.55 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 82.00 FEET, THROUGH A CENTRAL ANGLE OF 90°56'15", SUBTENDED BY A CHORD OF 118.91 FEET, AT A BEARING OF S.44°09'46"W., FOR A DISTANCE OF 130.15 FEET TO THE END OF SAID CURVE; THENCE RUN S.03°18'38"E., FOR A DISTANCE OF 171.61 FEET; THENCE RUN S.01°18'21"E., FOR A DISTANCE OF 51.00 FEET; THENCE RUN S.46°18'21"E., FOR A DISTANCE OF 40.31 FEET TO THE POINT OF BEGINNING, CONTAINING 1.104 ACRES, MORE OR LESS.

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

BEARINGS REFER TO THE NORTHERLY RIGHT-OF-WAY LINE OF ALICO ROAD, A 125.00 FOOT WIDE RIGHT-OF-WAY, LEE COUNTY, FLORIDA AS BEING S.88°41'39"W.

HOLE MONTES, INC.
CERTIFICATE OF AUTHORIZATION LB # 1772

BY Thomas M. Murphy P.S.M. #5628
THOMAS M. MURPHY STATE OF FLORIDA

HA1007190705DWLEGALDER5932.DOC

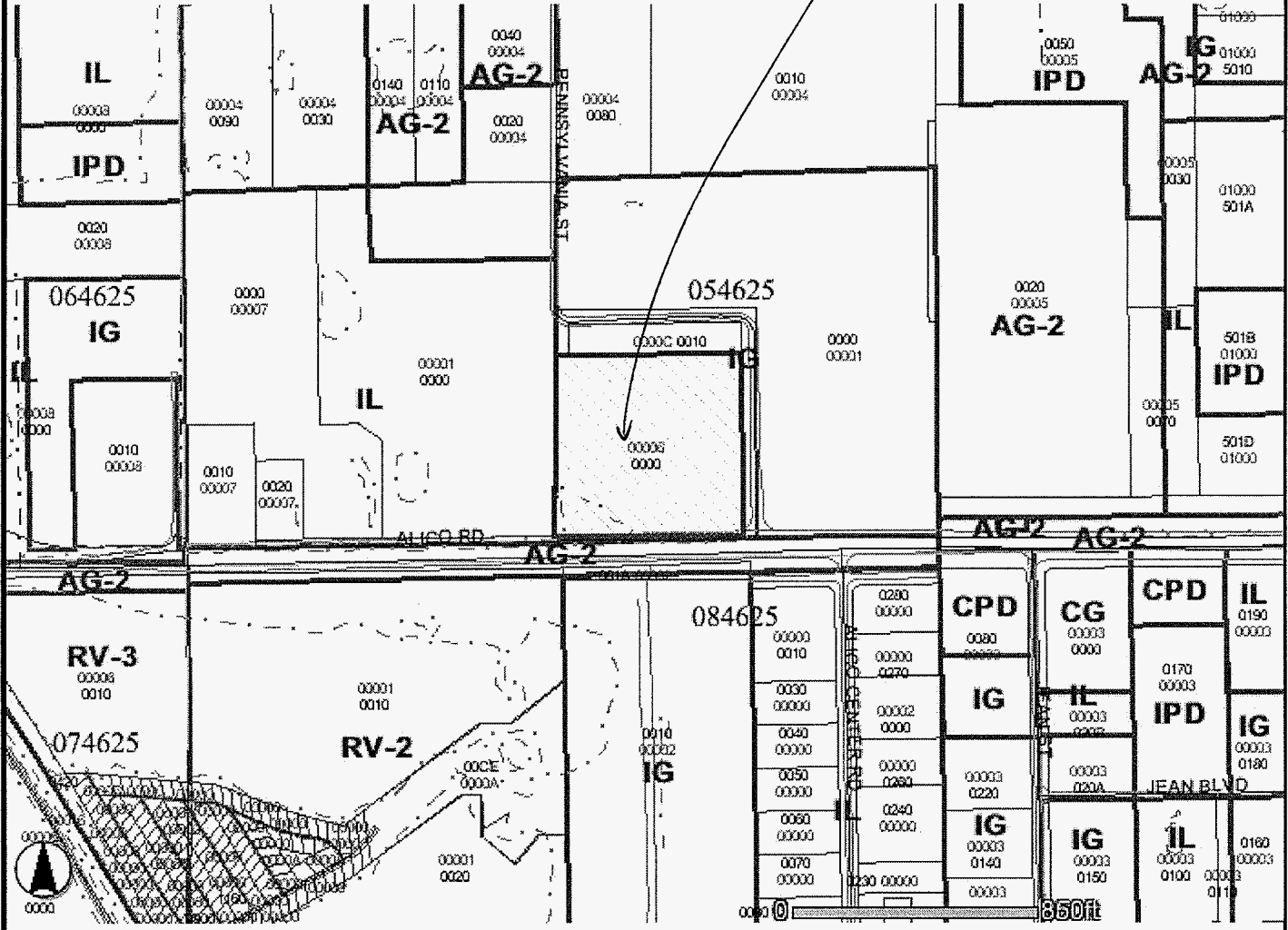
Naples - Fort Myers - Venice



Alico Connector Road



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Division of County Lands

In House Title Search

Search No. 05-46-25-00-00006.0000
Date: ~~June 22, 2006~~ December 20, 2006
Parcel:
Project: Alico Rd. (Alico Connector), PF
4030

To: Pat Fischer
Property Acquisition Agent

From: Bill Abramovich BA.
Real Estate Title Examiner

STRAP: 05-46-25-00-00006.0000

This search covers the period of time from January 1, 1940, at 8:00 a.m. to June 6, 2006, at 5:00 p.m.

Subject Property: The Southwest ¼ of the Southeast ¼ of the Southwest ¼ of Section 5, Township 46 South, Range 25 East, Lee County, Florida, less and excepting therefrom the South 75 feet thereof for road right-of-way.

Title to the subject property is vested in the following:

Alico Pennsylvania, LLC, a Florida Limited Liability Company

by that certain instrument dated May 27, 2005, recorded June 2, 2005, in Official Record Book 4736 Page 1022, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Easement for Road Right-of-Way as recited in Official Record Book 915, Page 853, Public Records of Lee County, Florida.
3. Mortgage executed by Alico Pennsylvania, LLC in favor of Peninsula Bank, dated May 26, 2005, recorded June 2, 2005, in Official Record Book 4736, Page 1026, Public Records of Lee County, Florida.
4. UCC between Alico Pennsylvania, LLC and Peninsula Bank, recorded June 2, 2005 in Official Record Book 4736, Page 1050, Public Records of Lee County, Florida.
5. Assignment of Leases, Rents and Profits in Official Record Book 4736, Page 1054, Public Records of Lee County, Florida.
6. 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.

Division of County Lands

In House Title Search

Search No. 05-46-25-00-00006.0000

Date: ~~June 22, 2006~~ December 20, 2006

Parcel:

Project: Alico Rd. (Alico Connector),
4030

Tax Status: Taxes in the amount of \$16,604.74 have been paid on January 31, 2006.
(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.

Diversified Appraisal, Inc.

Real Estate Appraisers and Consultants

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

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



14 August 2006



Lee County Division of County Lands
P.O. Box 398
Ft. Myers, FL 33902-0398

Attn: Mr. Robert Clemens, Acquisition Program Manager

RE: Job #070605 - Summary Appraisal Report of Property Located
on Alico Road for Alico Road Connection
Project, Project No. 4030, STA 36, Strap No.
05-46-25-00-00006.0000

Dear Robert:

As was requested, a detailed on-site inspection and analysis of the subject property has been made as of 9 August 2006. Within the attached summary appraisal report, please find enclosed a 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. 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 Appraisal Foundation, as well as the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute. I have complied with the Standards of Professional Appraisal Practice, Competency Rule. I certify that

I have had no past, present or future contemplated interest in the real estate, and to the best of my knowledge, the facts contained herein are true and correct.

The purpose of the appraisal is to estimate the just compensation due the property owner. Market value as set forth in Title 12 of the Code of Federal Regulations 564.2 (f) is:

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:

- a. Buyer and seller are typically motivated.
- b. Both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. A reasonable time is allowed for exposure in the open market.
- d. Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and
- e. 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.

The intended use of this appraisal is understood to be for the possible purchase of the subject property. The intended user of this appraisal is Lee County Division of County Lands who is the client. The subject of this appraisal report is vacant land.

Lee County Division of County Lands
Page Three
14 August 2006

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.

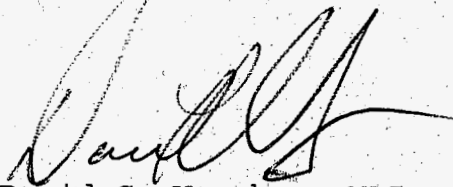
The subject property was inspected on 9 August 2006 by David C. Vaughan, MAI. The property is being appraised as of this date.

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, is:

"AS IS"

FOUR HUNDRED EIGHTY THOUSAND NINE HUNDRED DOLLARS . . . (\$480,900)

Sincerely,



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

5-Year Sales History

Parcel No. 05-46-25-00-00006.0000

Alico Connector Road Project,
No. 4030

Grantor	Grantee	Price	Date	Arms Length Y/N
Joseph and Lee Kass (H+W)	Alico Pennsylvania, LLC	\$2,750,000	May 27, 2002	Yes