

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

**Blue Sheet No. 20070197**

**1. ACTION REQUESTED/PURPOSE:** Approve Purchase Agreement for acquisition of a ±14.4-acre parcel, in the amount of \$1,585,000, for the Gateway Wastewater Treatment Plant Expansion, No. 7000. Authorize payment of costs to close, and the Division of County Lands to handle all documentation necessary to complete transaction.

**2. FUNDING SOURCE:** Fund: Sewer Connection Fees; Program: Capital Projects; Project: Regional Airport Sewer System.

**3. WHAT ACTION ACCOMPLISHES:** Acquisition of property necessary for the expansion of the Gateway Wastewater Treatment Plant, No. 7000.

**4. MANAGEMENT RECOMMENDATION:** Approve.

**5. Departmental Category:** C6C **6. Meeting Date:** FEB 27 2007

<b>7. 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>8. Requirement/Purpose: (specify)</b>		<b>9. Request Initiated:</b>	
	<input checked="" type="checkbox"/> Statute	125	<b>Commissioner</b> _____	
	<input type="checkbox"/> Ordinance	_____	<b>Department</b> <u>Independent</u>	
	<input type="checkbox"/> Admin. Code	_____	<b>Division</b> <u>County Lands</u>	
	<input type="checkbox"/> Other	_____	<b>By:</b> <u>Karen Forsyth, Director</u>	

**10. Background:**

**Interest to Acquire:** Fee-simple interest in ±14.4 acres, located adjacent to the existing Gateway Wastewater Treatment Plant.

**Property Details:**

**Owner:** G & D Realty Three, L.L.C., a Florida limited liability company (as to an undivided 51% interest)  
David Tibol (as to an undivided 49% interest)

**Address:** Griffin Drive, Fort Myers  
**STRAP No.:** 08-45-26-00-00001.001A

**Purchase Details:**

**Purchase Price:** \$1,585,000 (±14.4 acres @ \$110,000/acre).

**Costs to Close:** Estimated to be \$2,000

The purchase price is below the Seller's initial asking price of \$1,650,000 (\$114,500/acre), and is substantiated by market data (appraisal). The owner will be paying for title insurance, surveying, and an environmental analysis of the property.

**Appraisal Information:**

**Company:** Coastal Engineering Consultants, Inc.

**Appraised Value:** \$1,585,000 (±14.4 acres @ \$110,000/ acre)

**Staff Recommendation:** Staff is of the opinion that the purchase price is within an acceptable range of value, and recommends the Board approve the Action Requested.

**Accounts:** 20700048713.506199

**Attachments:** Agreement, Affidavit of Interest, Appraisal Data (Site Map Included), Title Data, 5-Year Sales History

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P. W. Director
					Analyst	Risk	Grants	Mgr.	
<u>K. Forsyth</u>	<u>N/A</u>	<u>N/A</u>	<u>PAO 2/16</u> <u>Deal 2/6</u>	<u>R. G. Speth</u> 2-13-07	<u>2/14/07</u>	<u>MP</u> 2/14/07	<u>2/14/07</u>	<u>2/14/07</u>	<u>2-14-07</u>

**12. Commission Action:**

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:	<u>CV</u>
<u>2/14/07</u>	<u>11:05 AM</u>
COUNTY ADMIN FORWARDED TO:	<u>RL</u>
<u>2/15/07</u>	<u>10:30</u>

Rec. by CoAtty	<u>RL</u>
Date:	<u>2/17/07</u>
Time:	<u>11:30 AM</u>
Forwarded to:	<u>Admca 2/14/07</u>

This document prepared by

Lee County  
County Lands Division  
Project: 7000/Gateway WWTP Expansion  
Parcel: 103/G & D Realty Three, et al  
STRAP No.:08-45-26-00-00001.001A

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 2 day of Feb, 2007 by and between **G & D Realty Three, L.L.C., a Florida limited liability company, as to 51% ownership interest, and David Tibol, as to a 49% ownership interest, as tenants in common**, hereinafter referred to as SELLER, whose address is 12251 Towne Lake Drive, Fort Myers, Florida 33913, 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 14.41 acres more or less, and located at Griffin Drive, Fort Myers, Florida 33913 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property". This Property will be acquired for the Gateway Waste Water Treatment Plant Expansion, No. 7000, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Million Five Hundred Eighty-Five Thousand and No/100 Dollars (\$1,585,000), payable at closing by County Warrant.

3. **EVIDENCE OF TITLE:** BUYER will obtain at SELLER'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 two copies of all documents that constitute exceptions to the title commitment. A copy of the commitment and accompanying documents will be provided to the SELLER, within 5 days of BUYER'S receipt of documents. 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, except as provided herein. Outstanding oil, gas and mineral rights reserved, held, or conveyed by prior owners of the Property, will not be considered a title defect. However, any corresponding rights of entry will be considered a title defect, and must be release prior to closing this transaction.

The purchase of the Property is subject to the SELLER obtaining an amendment to the Declaration of Protective Covenants and Restrictions, as recorded in Instrument No. 2005000181779, Public Records of Lee County, Florida, that is satisfactory to the BUYER and provides for the use of the Property for expansion of the Gateway Waste Water Treatment Plant, and public facilities and offices.

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 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;
- (e) payment of partial release of mortgage fees, if any;
- (f) SELLER'S attorney fees, if any;
- (g) survey.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:  
(a) Recording fee for deed;

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 up to, but not including date of closing.

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 21 days after notice, BUYER may elect to accept the Property in its existing condition or may terminate this Agreement without obligation. If BUYER terminates this Agreement, in accordance with the terms and conditions in Paragraph 8, herein, this Agreement will become null and void.

9. **SURVEY:** SELLER will provide, at SELLER'S expense, an updated survey of the Property, certified to BUYER and BUYER'S title agent and underwriter. 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.

The Purchase Price of \$1,585,000 is based upon a stated acreage by SELLER of 14.41 acres. Said net acreage will be verified by the boundary survey obtained by BUYER, and if the actual net acreage is less than 14.41 acres the Purchase Price will be adjusted proportionately and accordingly at the agreed price per acre of \$110,000.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER'S expense, environmental audits of the Property. If the audits identify environmental conditions unacceptable to the BUYER or that the net buildable acreage is less than 6.5 acres, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 4 of 6

Prior to the consideration/execution of this Agreement by the Board of County Commissioners, SELLER agrees to authorize the use of the environmental site assessment/phase I, prepared by Water Resource Solutions, by BUYER.

Prior to closing, the SELLER will also provide, at SELLER'S expense, an environmental phase II audit of the property, prepared by Water Resource Solutions, Inc.

SELLER agrees to authorize the immediate use of the environmental analyses of the Property, prepared by Boylan Environmental Consultants, Inc., by BUYER on or before the date of the approval of this Agreement by the Board of County Commissioners.

**11. ABSENCE OF ENVIRONMENTAL LIABILITIES:** To the best of SELLER'S knowledge and belief, 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. To the best of SELLER'S knowledge and belief, no hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. To the best of SELLER'S knowledge and belief, 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. To the best of SELLER'S knowledge and belief, 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. To the best of SELLER'S knowledge and belief, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER'S knowledge and belief, 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.

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 March 23, 2007, but will automatically be extended up to 30 days to allow SELLER to provide the amendment to the Declaration of Protective Covenants and Restrictions, and the environmental phase II audit, in accordance with Paragraphs 3 and 10 of this Agreement, respectively. The time and location of closing may also 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 AND SALES COMMISSION:** BUYER and SELLER hereby agrees to indemnify and hold the other harmless from and against any claims by a real estate broker claiming by or through BUYER or 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:

Shirley Heiss  
Melinda Epps

SELLER:

G & D Realty Three, L.L.C., a Florida limited liability company

By: George Tibol 2/2/07

GEORGE TIBOL (DATE) Mgr.  
(Print Name and Title)

12251 Towne Lake Drive  
Fort Myers, FL 33971

WITNESSES:

Shirley Heiss  
Melinda Epps

SELLER:

By: David Tibol 2-2-07

David Tibol (DATE)

12251 Towne Lake Drive  
Fort Myers, FL 33971

CHARLIE GREEN, CLERK

BUYER:

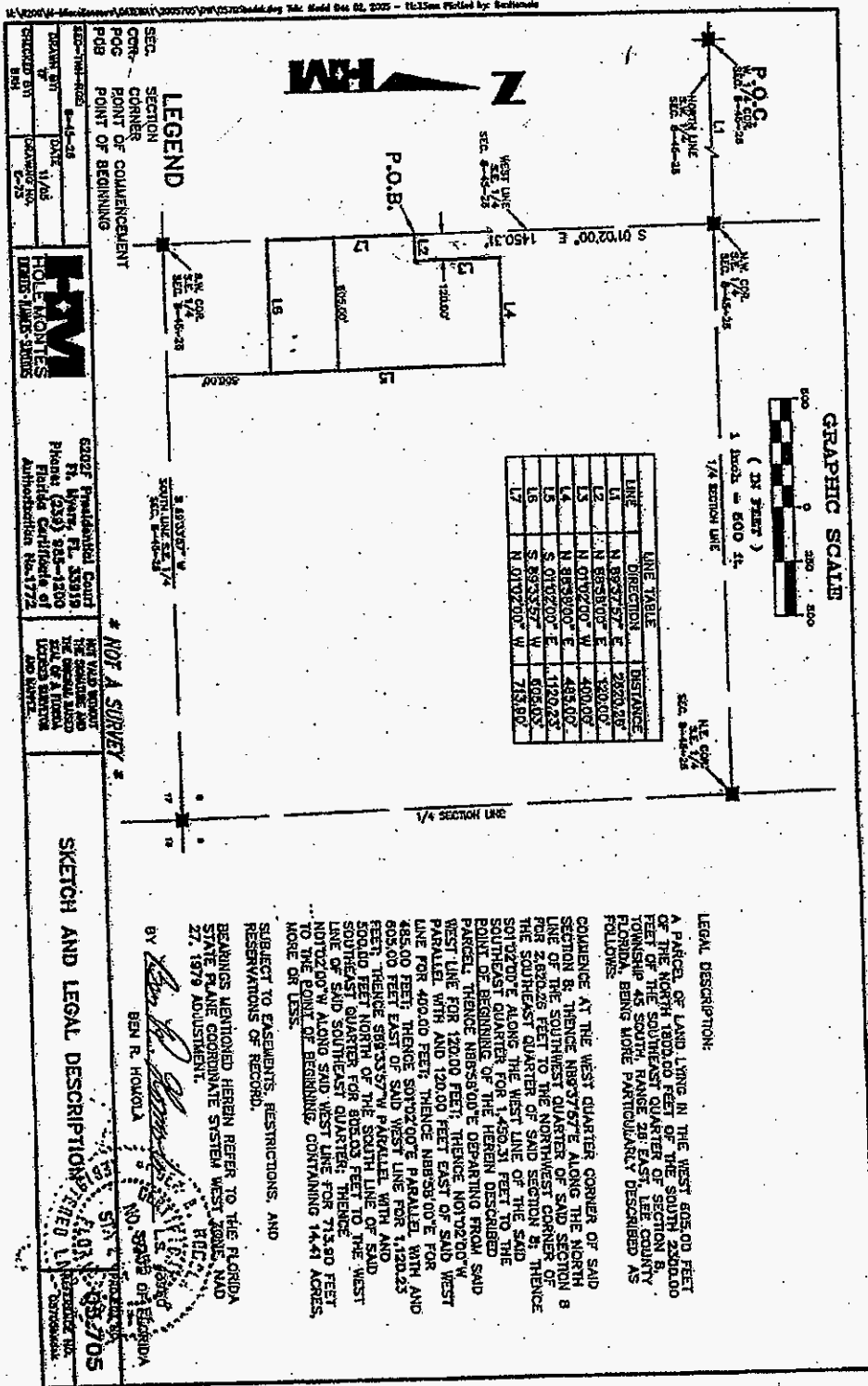
LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)



**LEGEND**

SEC. SECTION  
CORNER POINT OF COMMENCEMENT  
POB POINT OF BEGINNING

DATE 6-4-25  
DRAWN BY [Signature]  
CHECKED BY [Signature]

**H.M. HOLEMONTES**  
SURVEYOR  
FLORIDA LICENSE NO. 1772

STATE Professional Court  
Ft. Myers, FL 33919  
Phone: (888) 985-1200  
Florida Certificate of  
Authentication No. 1772

**\* NOT A SURVEY \***

NOT VALID WITHOUT  
THE SEAL AND  
SIGNATURE OF A LICENSED  
SURVEYOR

**SKETCH AND LEGAL DESCRIPTION**

NO. 9835 of Florida  
BEN R. HOKOLA

**LINE TABLE**

LINE	DIRECTION	DISTANCE
L1	N 89°33'57" E	2820.20'
L2	N 89°33'00" E	480.00'
L3	N 01°02'00" W	480.00'
L4	N 89°33'00" E	480.00'
L5	S 01°02'00" E	1120.23'
L6	S 89°33'57" W	502.00'
L7	N 01°02'00" W	713.90'

**LEGAL DESCRIPTION:**

A PARCELS OF LAND LYING IN THE WEST 605.00 FEET OF THE NORTH 1800.00 FEET OF THE SOUTH 2500.00 FEET OF THE SOUTHEAST QUARTER OF SECTION 8 TOWNSHIP 45 SOUTH, RANGE 28 EAST, DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE N89°33'57" E ALONG THE NORTH B LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 FOR 2820.20 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 8; THENCE N 89°33'00" E ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER FOR 480.00 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCELS; THENCE N89°33'00" E DEPARTING FROM SAID WEST LINE FOR 1200.00 FEET; THENCE N01°02'00" W PARALLEL WITH AND 120.00 FEET EAST OF SAID WEST LINE FOR 480.00 FEET; THENCE N89°33'00" E PARALLEL WITH AND 480.00 FEET EAST OF SAID WEST LINE FOR 1120.23 FEET; THENCE S01°02'00" E PARALLEL WITH AND 480.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHEAST QUARTER FOR 602.00 FEET TO THE WEST LINE OF SAID SOUTHEAST QUARTER; THENCE N01°02'00" W ALONG SAID WEST LINE FOR 713.90 FEET TO THE POINT OF BEGINNING, CONTAINING 14.41 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEARINGS MENTIONED HEREIN REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE, NAD 83, 1983 ADJUSTMENT.

BY *[Signature]*  
BEN R. HOKOLA

NO. 9835 of Florida  
BEN R. HOKOLA

STATE Professional Court  
Ft. Myers, FL 33919  
Phone: (888) 985-1200  
Florida Certificate of  
Authentication No. 1772



STRAP: 08-45-26-00-00001.001A  
Project: Gateway WWTP Forcemain Project, No. 7000  
Parcel: 103/G & D Realty Three

**AFFIDAVIT OF INTEREST IN REAL PROPERTY**

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 2 day of Feb, 2007 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:

G & D Realty Three, L.L.C., a Florida limited liability company (as to an undivided 51% interest)  
12251 Towne Lake Drive  
Fort Myers, Florida 33913

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

1. LEE Funding Trust, George Tibol, 24646 Nova Lane  
Port Charlotte, FL 33980
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_

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

**See Exhibit "A", attached hereto and incorporated herein by reference.**

FURTHER AFFIANT SAYETH NAUGHT.

G & D Realty Three, L.L.C., a Florida limited liability company

By: George Tibol  
GEORGE TIBOL, Mgr  
(Print Name and Title)

Shelley Niers  
Witness Signature

Shelley Niers  
Print Name of 1<sup>st</sup> Witness

Melinda Epps  
Witness Signature

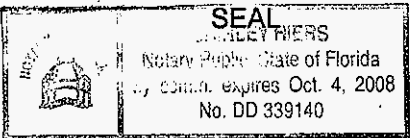
MELINDA EPPS  
Print Name of 2<sup>nd</sup> Witness

STATE OF Florida  
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 7<sup>th</sup> day of Feb, 2007 by

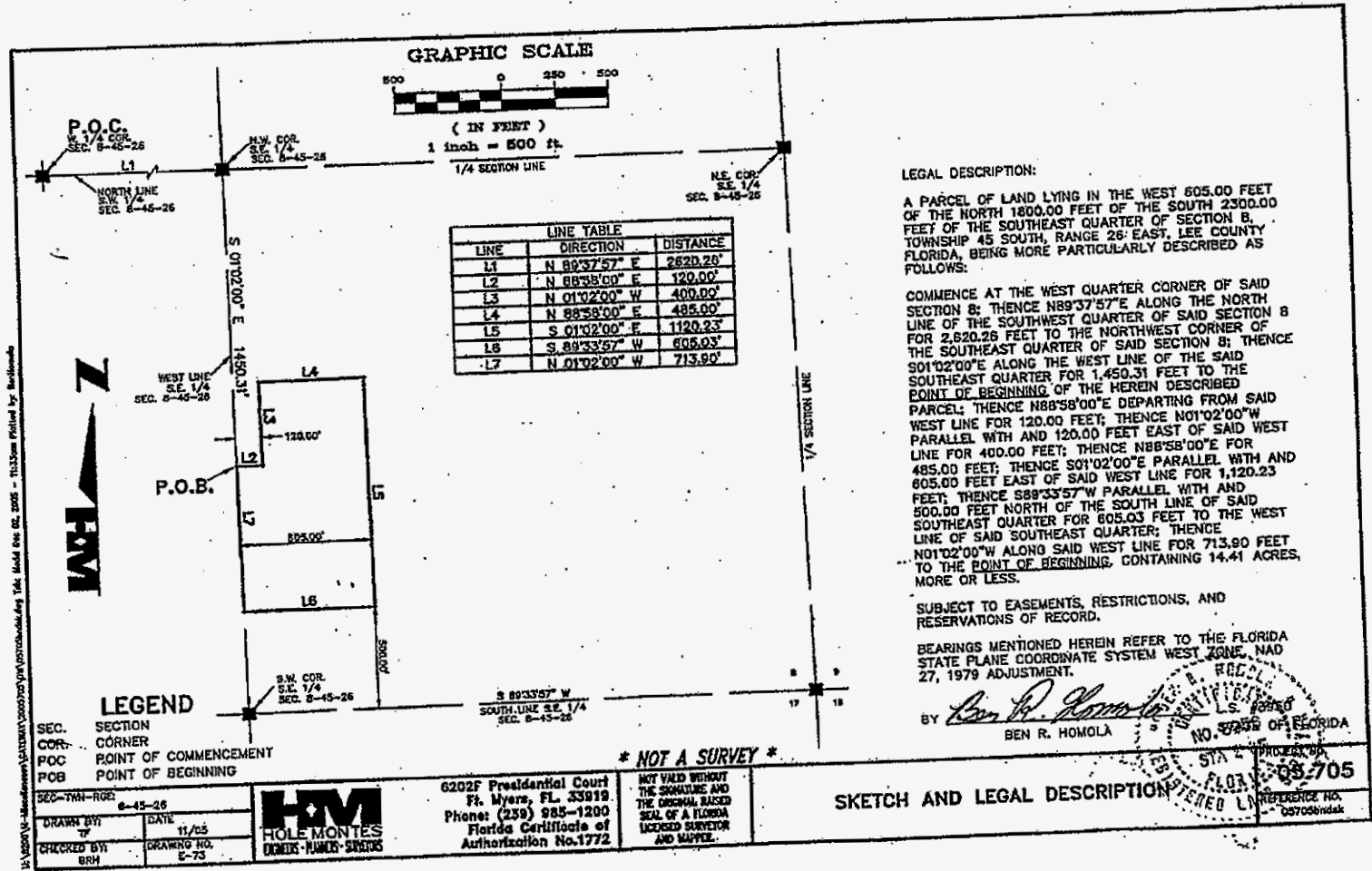
George Tibol, of G & D Realty Three, L.L.C., a Florida limited liability company,  
(Print Name and Title)

on behalf of the company. He is personally known to me or has produced \_\_\_\_\_ as  
identification.



Shirley Hiers  
Signature of Notary Public  
SHIRLEY HIERS  
Print Name of Notary Public

EXHIBIT "A"  
Page 1 of 1



**GRAPHIC SCALE**



( IN FEET )  
1 inch = 600 ft.  
1/4 SECTION LINE

LINE	DIRECTION	DISTANCE
L1	N 89°37'57" E	2620.26'
L2	N 88°58'00" E	120.00'
L3	N 01°02'00" W	400.00'
L4	N 88°58'00" E	485.00'
L5	S 01°02'00" E	1120.23'
L8	S 88°33'57" W	605.03'
L7	N 01°02'00" W	713.90'

**LEGAL DESCRIPTION:**

A PARCEL OF LAND LYING IN THE WEST 605.00 FEET OF THE NORTH 1800.00 FEET OF THE SOUTH 2300.00 FEET OF THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 45 SOUTH, RANGE 26 EAST, LEE COUNTY FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE WEST QUARTER CORNER OF SAID SECTION 8; THENCE N89°37'57"E ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 FOR 2,620.26 FEET TO THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 8; THENCE S01°02'00"E ALONG THE WEST LINE OF THE SAID SOUTHWEST QUARTER FOR 1,450.31 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE N88°58'00"E DEPARTING FROM SAID WEST LINE FOR 120.00 FEET; THENCE N01°02'00"W PARALLEL WITH AND 120.00 FEET EAST OF SAID WEST LINE FOR 400.00 FEET; THENCE N88°58'00"E FOR 485.00 FEET; THENCE S01°02'00"E PARALLEL WITH AND 605.00 FEET EAST OF SAID WEST LINE FOR 1,120.23 FEET; THENCE S88°33'57"W PARALLEL WITH AND 500.00 FEET NORTH OF THE SOUTH LINE OF SAID SOUTHWEST QUARTER FOR 605.03 FEET TO THE WEST LINE OF SAID SOUTHWEST QUARTER; THENCE N01°02'00"W ALONG SAID WEST LINE FOR 713.90 FEET TO THE POINT OF BEGINNING, CONTAINING 14.41 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, AND RESERVATIONS OF RECORD.

BEARINGS MENTIONED HEREIN REFER TO THE FLORIDA STATE PLANE COORDINATE SYSTEM WEST ZONE, NAD 27, 1979 ADJUSTMENT.

BY *Ben R. Homola*  
BEN R. HOMOLA



\* NOT A SURVEY \*

**SKETCH AND LEGAL DESCRIPTION**

**LEGEND**  
SEC. SECTION  
COR. CORNER  
POC POINT OF COMMENCEMENT  
POB POINT OF BEGINNING

SEC-TWN-RGE  
6-45-26  
DRAWN BY: TF  
DATE: 11/05  
CHECKED BY: BRH  
DRAWING NO.: 6-73



6202F Presidential Court  
Ft. Myers, FL 33919  
Phone: (888) 985-1200  
Florida Certificate of  
Authorization No.1772

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

05-705  
REFERENCE NO.  
05705Hndak

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CECI GROUP COMPANY

August 23, 2006

Mr. Robert Clemens, Acquisition Program Manager  
Lee County, Division of County Lands  
1500 Monroe Street, 4<sup>th</sup> Floor  
Ft. Myers, FL 33902

CECI Group Services

Civil Engineering  
Planning Services  
Survey & Mapping  
Coastal Engineering  
Real Estate Services

Website: [www.coastalengineering.com](http://www.coastalengineering.com)

**RE: A 2.5 Acre portion of a 14.41 Acre tract of Land**  
Located in the Gateway PUD/DRI  
Fort Myers, Florida 33913  
CECI File No.: 06-305

Dear Mr. Clemens,

We have personally inspected the property identified above and have analyzed all data considered relevant to the valuation of this property. The purpose of my inspection and analysis is in conjunction with my estimation of the current Market Value of the subject property. Market Value as considered in my analysis is defined within the body of the following report.

The enclosed appraisal is written in conformance with the guidelines and requirements as set forth by the Uniform Standards of Professional Appraisal Practice (USPAP), year 2006 edition. The report format is written to conform to the requirements for an **Appraisal in a Summary Report** format, according to USPAP requirements. This letter is for the purposes of transmittal, and is a part of the attached report. It is not intended to be an appraisal of the subject property, in and of itself, and must be considered in conjunction with the complete appraisal

---

825 E. Cowboy Way, Ste.101, Labelle, Florida 33935 • Phone (863) 675-2707 Fax (863) 674-0879  
SERVING FLORIDA SINCE 1977

Mr. Robert Clemens

August 23, 2006  
Page 2 of 2

report for the value opinion set forth herein to be valid. The effective date of the appraisal report is the date of this letter. The effective *date of value* for the report is the date of my most recent inspection of the property, August 16, 2006.

Based on my full investigation and analysis of all data considered to be pertinent to the valuation of the subject property, it is my opinion that the market value of the subject parent tract, as of August 16, 2006, is:

**ONE MILLION FIVE HUNDRED EIGHTY FIVE THOUSAND DOLLARS  
(\$1,585,000)**

The market value of a 2.5 acre portion as of August 16, 2006 is:

**THREE HUNDRED THOUSAND DOLLARS  
(\$275,000)**

Respectfully submitted,

**William H. Reeve,  
III, MAI, SRA**

Digitally signed by William H. Reeve, III, MAI, SRA  
DN: cn=William H. Reeve, III, MAI, SRA, c=US,  
o=Coastal Engineering Consultants, Inc., ou=Real  
Estate Division, email=wreeve@cecdi.com  
Date: 2007.02.12 10:32:59 -0500

William H. Reeve, III, MAI, SRA  
V.P. – Dir. R.E. Division  
State Certified General  
Real Estate Appraiser RZ943

**Michael W.  
Reeve**

Digitally signed by Michael W. Reeve  
DN: cn=Michael W. Reeve, c=US,  
o=Coastal Engineering Consultants, Inc.,  
ou=Real Estate Division,  
email=mreeve@cecdi.com  
Date: 2007.02.12 10:33:15 -0500

Michael W. Reeve  
Staff Appraiser  
State Registered Trainee  
Real Estate Appraiser RI6379

**SUMMARY OF SALIENT FACTS/FINAL ESTIMATE OF VALUE**

**Subject:** The subject property is a 2.5 acre portion of a 14.41 acre parent tract located adjacent to the Gateway/Airport Waste Water Treatment Facility in the Gateway PUD/DRI Fort Myers, FL 33913, Lee County.

**Census Tract #** 401.05

**Parcel ID #** 08-45-26-00-00001.001A (14.41 ac. parent tract)

**Legal Description:** The subject of this assignment as previously mentioned is a portion of a larger tract. The subject has not been separated nor has it been assigned a folio number. There is a copy of the legal description for the 14.41 ac. parent tract in the addenda of this report.

**Owner of Record:** BG+D Realty Three, LLC (51%) & David Tibol (49%)  
With a mailing address of:  
12251 Towne Lakes Drive  
Fort Myers, FL 33913.

**Exposure Time:** 12 Months +/-

**Land Size:** 2.5 Acres.  
(14.41 acre Parent Tract)

**Zoning:** The subject property is currently zoned AG-2, Agricultural, By the Lee County.

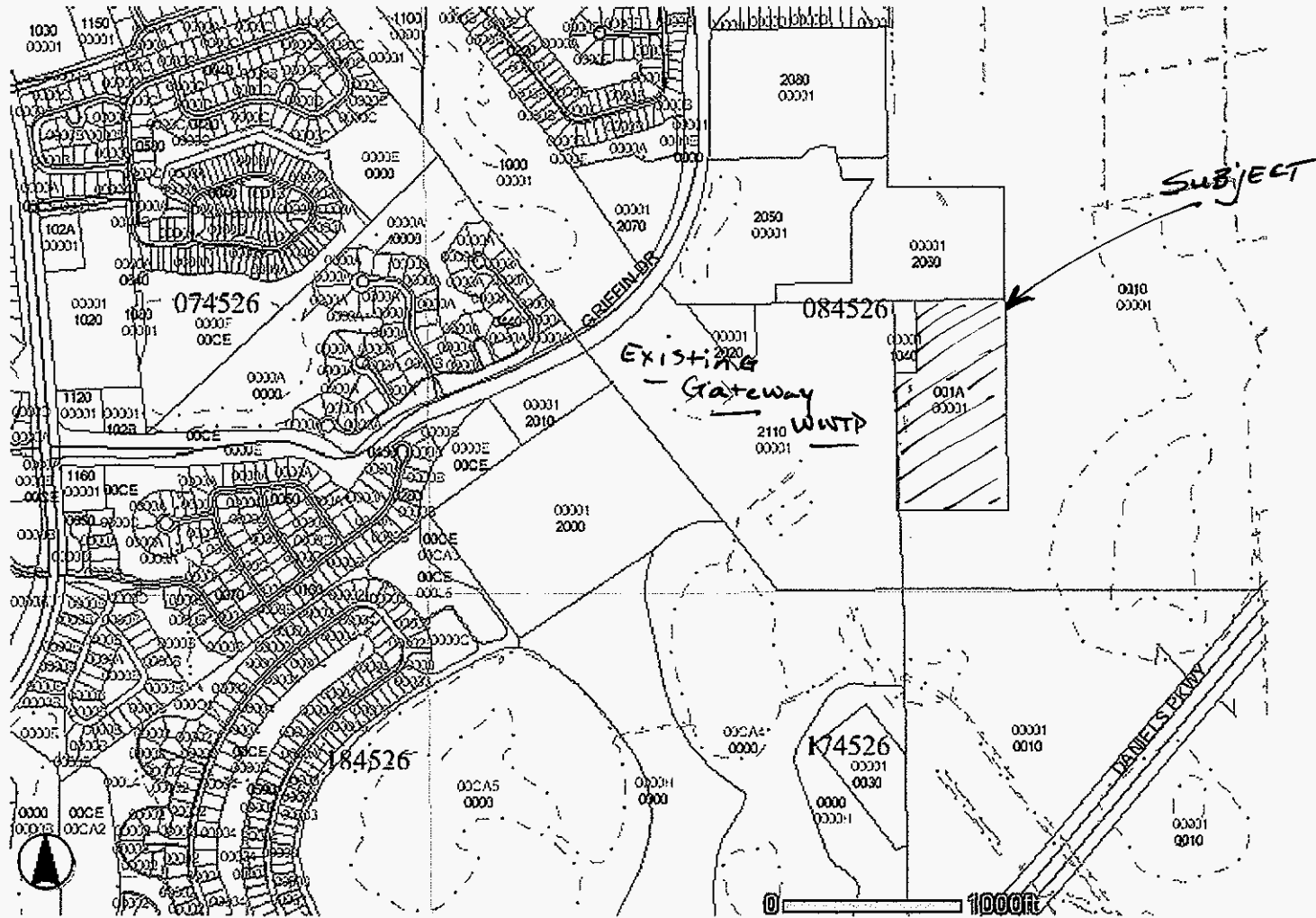
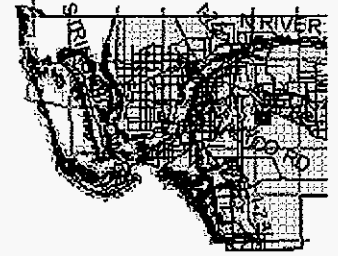
**Flood Zone:** Category B Panel 125124 0375 B, Sept 18, 1985.

**Highest & Best Use:** The Highest & Best Use for the subject of this assignment is dependent upon the intended user in accordance with the uses outlined in the Gateway PUD. According to the current owner the site is going to be used for an outside storage facility. This use is allowed according to section VI (Use Districts) 6.07.02 in ordinance 98-019 (a copy is located in the addenda). Further, we feel this use (Outside Storage) is in fact that subjects Highest & Best Use.

**Direct Sales**  
**Comparison Approach:** \$275,000 at \$110,000 per acre  
  
\$1,585,000 at \$110,000 per acre – Parent Tract

Market Value: \$275,000 (2.5 acre portion)  
Market Value: \$1,585,000 (14.41 acre Parent Tract)  
Date of Report: August 19, 2006  
Date of Value: August 16, 2006  
Date of Inspection: August 16, 2006  
Interest Appraised: Fee Simple Estate

### Gateway WWTP - 14.4 Acre Parcel



- Legend**
- Block
  - Lot
  - Condo Block
  - Condo Lot
  - Condo Building
  - Parcels
  - Parcel Hooks
  - Hydro Features
  - Road Center Line
  - Township Range Lines
  - Township Range Labels
  - Section Lines
  - City Limits
  - Baris Springs
  - Cape Coral
  - Fort Myers
  - Sarisee
  - Town of Fort Myers Beach





**Division of County Lands**

**Ownership and Easement Search**

Search No. 08-45-26-00-00001.001A

Date: September 19, 2006

Parcel:

Project: Airport/Gateway Sewer Force Main  
Project # 7000

To: J. Keith Gomez  
Property Acquisition Agent

From: Bill Abramovich *B.A.*  
Real Estate Title Examiner

STRAP: 08-45-26-00-00001.001A

Effective Date: September 11, 2006, at 5:00 p.m.

**Subject Property:** See attached Exhibit "A"

Title to the subject property is vested in the following:

**G&D Realty Three, LLC as to 51% ownership interest  
and David Tibol as to 49% ownership interest, as tenants in common**

By that certain instrument dated December 20, 2005, recorded December 21, 2005, in Instrument Number 2005000181781, Public Records of Lee County, Florida.

**Easements:**

1. Florida Power and Light Company Easements in Official Record Book 258, Page 378, Official Record Book 728, Page 113 and Official Record Book 1606, Page 1275, Public Records of Lee County, Florida.
2. Covenants in Official Record Book 1882, Page 3615, Public Records of Lee County, Florida.
3. Reciprocal Easement Agreement in Official Record Book 3562, Page 3759, Public Records of Lee County, Florida.
4. Easement Agreement in Official Record Book 3562, Page 3748, Public Records of Lee County, Florida.
5. Drainage Easement in Official Record Book 3562, Page 3775, Public Records of Lee County, Florida.
6. Declaration of Covenants and Restrictions in Instrument Number 2005000181779, Public Records of Lee County, Florida.
7. Ratification and Confirmation of Access Easements in Instrument Number 2005000181780, Public Records of Lee County, Florida.

**NOTE (1):** Notice of Adoption of Development Order in Official Record Book 1803, Page 718, and Amendments in Official Record Book 1874, Page 4779, Official Record Book 1978, Page 2734,

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

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Date: September 19, 2006

Parcel:

Project: Airport/Gateway Sewer Force Main  
Project # 7000

Official Record Book 2227, Page 4620, Official Record Book 2652, Page 1553, Official Record Book 3488, Page 4430 and Official Record Book 3798, Page 2456, Public Records of Lee County, Florida.

NOTE (2): Notice of Adoption of Development Order in Official Record Book 1869, Page 3568, Public Records of Lee County, Florida.

NOTE (3): Lee County Resolution No. 3 in Official Record Book 2299, Page 426, Public Records of Lee County, Florida.

NOTE (4): Petition of Gateway Services District in Official Record Book 2581, Page 2855 and Official Record Book 2582, Page 3524, Public Records of Lee County, Florida.

NOTE (5): Order Accepting, Confirming and Approving Commissioner Report in Official Record Book 2591, Page 3730, Public Records of Lee County, Florida.

NOTE (6): Resolution 95-10 Levying a Benefit Tax in Official Record Book 2607, Page 1192, Public Records of Lee County, Florida.

NOTE (7): Declaration of Consent to Imposition of Special Assessments in Official Record Book 2903, Page 2552 and Amendments in Official Record Book 3296, Page 2864, Official Record Book 3482, Page 4704, Official Record Book 3752, Page 116, Official Record Book 4118, Page 923, and Instrument Number 2006000143311, Public Records of Lee County, Florida.

NOTE (8): Notice of Establishment of Gateway Services District in Official Record Book 3171, Page 2025, Public Records of Lee County, Florida.

NOTE (9): Environmental Resource Permit Notice in Instrument Number 200500028643 and in Instrument Number 2005000092691, Public Records of Lee County, Florida.

NOTE (10): 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 \$29,449.74 have been paid on November 30, 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 nor warranty as to its accuracy.**