

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

Blue Sheet No. 20040189

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$79,000 for Parcels 113 and 121, Veronica S. Shoemaker Blvd. (formerly Palmetto Avenue) Extension, Project No. 4073, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must authorize the making of a binding offer to a property owner prior to initiation of condemnation proceedings.

WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT # 2 and 5

CLF

3. MEETING DATE:

03-09-2004

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON
- TIME REQUIRED:

5. REQUIREMENT/PURPOSE:
(Specify)

- STATUTE 73 & 125
- ORDINANCE
- ADMIN. CODE
- OTHER

6. REQUESTOR OF INFORMATION:

- A. COMMISSIONER
- B. DEPARTMENT Independent
- C. DIVISION County Lands
- BY: Karen L. W. Forsyth, Director

7. BACKGROUND:

Negotiated for: Department of Transportation and the City of Fort Myers
Interest to Acquire: 113,777 square feet of fee interest in vacant property

Property Details:

Owner: James H. Whitehead and Beverly Jane Whitehead, husband and wife
STRAP No.: 20-44-25-P4-00503.0010 and 20-44-25-P4-00507.0010

Purchase Details:

Binding Offer Amount: \$79,000

Appraisal Information:

Company: Hanson Real Estate Advisors, Inc.
Appraised Value: \$74,000 as of January 23, 2004

Staff Recommendation: Staff is of the opinion that the purchase price increase of \$5,000 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$3,000 - \$5,000 excluding land value increases and attorney fees. Staff recommends the Board approve the Requested Motion.

Account: City of Fort Myers Acct # 310-4315-541-6100

Attachments: Purchase and Sale Agreement, In-House Title Search, Appraisal Letter, Sales History, City Engineer Approval

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>			<i>John J. [Signature] 2/20/04</i>	<i>John J. [Signature] 2/20/04</i>	<i>OA 2/23/04</i>	<i>OM 2/23/04</i>	<i>Risk 2/23/04</i>	<i>GC 2/23/04</i>	<i>MS 2/25/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

MS

This document prepared by
Lee County Division of County Lands
Project: Veronica S. Shoemaker Blvd. Extension Project
Parcel: 113 and 121
STRAP No.: 20-44-25-P4-00503.0010 and 20-44-25-P4-00507.0010

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 _____, 2004 by and between **James H. Whitehead and Beverly Jane Whitehead, husband and wife** hereinafter referred to as SELLER, whose address is 1622 Vicaya Parkway, Cape Coral, FL 33990, 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 **113,777 square feet more or less**, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Veronica S. Shoemaker Blvd. Extension, 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 **Seventy nine thousand and no/100 dollars (\$79,000.00)**, payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$79,000, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or

containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

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

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

James H. Whitehead (DATE)

Beverly Jane Whitehead (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)

June 19, 2003

DESCRIPTION

PARCEL IN
SECTION 20, T. 44 S., R. 25 E
CITY OF FORT MYERS, LEE COUNTY, FLORIDA

PARCEL 113.

PARENT STRAP NO. 20-44-25-P4-00507.0010

A tract or parcel of land lying in the Southwest Quarter (Sw1/4) of Section 20, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of said fractional section run N 88° 54' 09" E along the south line of said fractional section for 25.00 feet; thence run N 00° 58' 24" W for 50.00 feet to the intersection of the east line of Veronica S. Shoemaker Boulevard and the north line of Canal Street and the Point of Beginning.

From said Point of Beginning continue N 00° 58' 24" W along said east line for 451.34 feet; thence run N 88° 54' 09" E for 117.00 feet; thence run S 00° 58' 24" E for 451.34 feet to an intersection with said north line; thence run S 88° 54' 09" W along said north line for 117.00 feet to an intersection with said east line and the Point of Beginning.

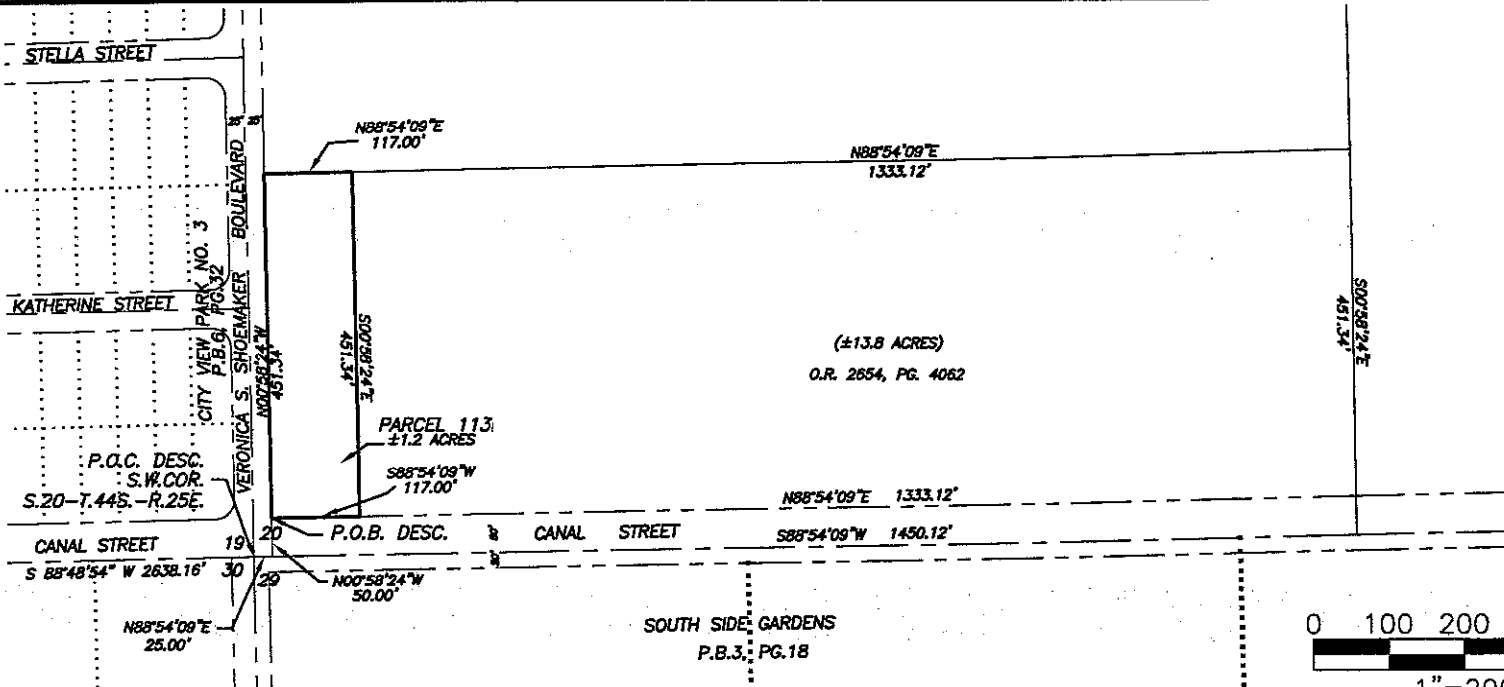
Parcel contains 52,807 square feet, more or less.

SUBJECT TO all easements, reservations, restrictions and right-of-ways of record.

Bearings hereinabove mentioned are based on the south line of Section 20, Township 44 South, Range 25 East, Lee County, Florida to bear N 88° 54' 09" E.

19991321/Parcel 113(b) 061903

Page 1 of 4



THIS IS NOT A SURVEY

Roy L. McCreo
 ROY L. MCCREO (FOR THE FIRM - L.B. 642)
 PROFESSIONAL SURVEY AND MAPPER
 FLORIDA CERTIFICATE NO. 6205

DATE SIGNED: 6/19/03

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

NOTES:

- SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
- BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING S88°54'09"W.
- PARCEL CONTAINS 52,807 SQ. FT. (1.2 ACRES), MORE OR LESS.

- LEGEND**
- COR. = CORNER
 - DESC. = DESCRIPTION
 - FD. = FOUND
 - L.B. = LAND SURVEYOR BUSINESS
 - MON. = MONUMENT
 - O.R. = OFFICIAL RECORD
 - P.B. = PLAT BOOK
 - PG. = PAGE
 - P.O.B. = POINT OF BEGINNING
 - P.O.C. = POINT OF COMMENCEMENT
 - R. = RANGE
 - T. = TOWNSHIP

PARCEL NO. 113
 PARENT STRAP NO. 20-44-25-P4-00507.0010
 PARCEL IN
 S.W. 1/4 OF SEC. 20, TWP. 44 S., RGE. 25 E.
 CITY OF FORT MYERS, LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

3501 DEL PRADO BOULEVARD
 SUITE 110
 CAPE CORAL, FLORIDA 33904
 PHONE (941) 334-0046
 FAX (941) 541-1383
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
06-18-03	19991321	20-44-25	1"=200'	1

August 19, 2002

DESCRIPTION

**PARCEL IN
SECTION 20, TOWNSHIP 44 SOUTH, RANGE 25 EAST
CITY OF FORT MYERS, LEE COUNTY, FLORIDA**

PARCEL 121

PARENT STRAP NO. 20-44-25-P4-00503.0010

A tract or parcel of land lying in the Southwest Quarter (SW-1/4) of Section 20, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida, being more particularly described as follows:

From the southwest corner of said section run N 00° 58' 24" W along the west line of said section for 501.34 feet; thence run N 88° 54' 09" E for 25.00 feet to the Point of Beginning.

From said Point of Beginning run N 00° 58' 24" W for 539.16 feet; thence run N 89° 10' 06" E for 117.00 feet; thence run S 00° 58' 24" E for 538.62 feet; thence run S 88° 54' 09" W for 117.00 feet to the Point of Beginning.

Parcel contains 60,970 square feet, more or less.

SUBJECT TO all easements, reservations, restrictions and right-of-ways of record.

Bearings hereinabove mentioned are based on the west line of Section 20, Township 44 South, Range 25 East, Lee County Florida as being N 00° 58' 24" W.

Mark G. Wentzel (For The Firm LB 642)
Professional Land Surveyor
Florida Certificate No. 5247

19991321\Parcel No. 121 - 081902

c:\19991321\surveying\atlases\Mapd Sketches\Desc121.dwg

LINE TABLE		
LINE	LENGTH	BEARING
L1	539.16	N00°58'25"W
L2	117.00	N89°10'06"E
L3	538.62	S00°58'24"E
L4	117.00	S88°54'09"W

LEGEND	
COR.	= CORNER
DESC.	= DESCRIPTION
FD.	= FOUND
L.S.	= LAND SURVEYOR BUSINESS
MON.	= MONUMENT
O.R.	= OFFICIAL RECORD
P.B.	= PLAT BOOK
P.G.	= PAGE
P.O.B.	= POINT OF BEGINNING
P.O.C.	= POINT OF COMMENCEMENT
R.	= RANGE
T.	= TOWNSHIP

NOTES:

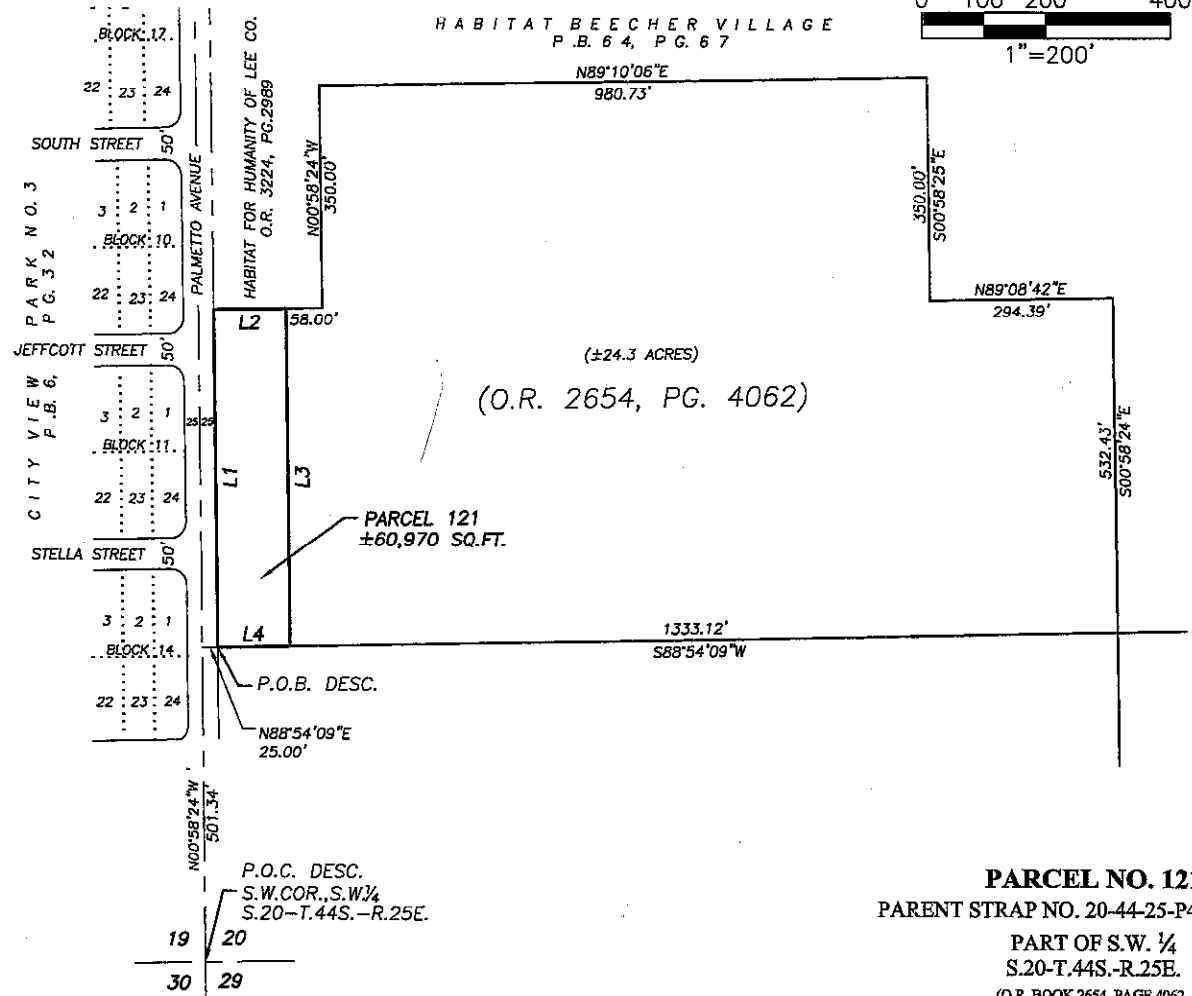
1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
2. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING N 00°58'24"W.
3. PARCEL CONTAINS 60,970 SQ.FT. (1.4 ACRES), MORE OR LESS.

THIS IS NOT A SURVEY

MAARK G. WENTZEL (FOR THE FIRM—L.B.642)
PROFESSIONAL SURVEY AND MAPPER
FLORIDA CERTIFICATE NO. 5247

DATE SIGNED: _____

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



PARCEL NO. 121
PARENT STRAP NO. 20-44-25-P4-00503.0010
PART OF S.W. ¼
S.20-T.44S.-R.25E.
(O.R. BOOK 2654, PAGE 4062,
LEE COUNTY RECORDS)
SECTION 20, T.44 S., R.25 E.
CITY OF FORT MYERS
LEE COUNTY, FLORIDA

PALMETTO AVENUE EXTENSION

JOHNSON
ENGINEERING

3501 DEL PRADO BLVD.
SUITE 110
CAPE CORAL, FLORIDA 33904
PHONE (941) 334-0046
FAX (941) 541-1333
E.B. #842 & L.B. #842

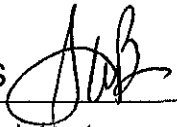
SKETCH TO ACCOMPANY
DESCRIPTION

DATE	PROJECT NO.	FILE	SCALE	SHEET
08-19-02	19991321	20-44-25	1"=200'	1 OF 1

Division of County Lands

Updated In House Title Search
Search No. 20-44-25-P4-00507.0010
Date: February 17, 2004
Parcel: 113 -113A
Project: Veronica S. Shoemaker
Blvd. Ext. Project 4073

To: Michele S. McNeill, SR/WA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS 
Property Acquisition Assistant

STRAP: 20-44-25-P4-00507.0010

An update has been requested of In House Title Search No. 22075 which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through January 26, 2004, at 5:00 p.m.

Subject Property: See attached Exhibit "A"

Title to the subject property is vested in the following:

James H. Whitehead and Beverly Jane Whitehead, husband and wife.

by that certain instrument dated November 21, 1995, recorded November 28, 1995, in Official Record Book 2654, Page 4062, Public Records of Lee County, Florida.

Subject to:

Tax Status: 2003 taxes are now due and payable.

(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.

Exhibit "A"

June 19, 2003

Page 1 of 2**DESCRIPTION**

**PARCEL IN
SECTION 20, T. 44 S., R. 25 E
CITY OF FORT MYERS, LEE COUNTY, FLORIDA**

PARCEL 113**PARENT STRAP NO. 20-44-25-P4-00507.0010**

A tract or parcel of land lying in the Southwest Quarter (Sw1/4) of Section 20, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of said fractional section run N 88° 54' 09" E along the south line of said fractional section for 25.00 feet; thence run N 00° 58' 24" W for 50.00 feet to the intersection of the east line of Veronica S. Shoemaker Boulevard and the north line of Canal Street and the Point of Beginning.

From said Point of Beginning continue N 00° 58' 24" W along said east line for 451.34 feet; thence run N 88° 54' 09" E for 117.00 feet; thence run S 00° 58' 24" E for 451.34 feet to an intersection with said north line; thence run S 88° 54' 09" W along said north line for 117.00 feet to an intersection with said east line and the Point of Beginning.

Parcel contains 52,807 square feet, more or less.

SUBJECT TO all easements, reservations, restrictions and right-of-ways of record.

Bearings hereinabove mentioned are based on the south line of Section 20, Township 44 South, Range 25 East, Lee County, Florida to bear N 88° 54' 09" E.

Exhibit "A"

June 19, 2003

DESCRIPTION

**PARCEL IN
SECTION 20, T. 44 S., R. 25 E
CITY OF FORT MYERS, LEE COUNTY, FLORIDA**

Page 2 of 2**PARCEL 113A****PARENT STRAP NO. 20-44-25-P4-00507.0010**

A tract or parcel of land lying in the Southwest Quarter (SW1/4) of Section 20, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

From the southwest corner of said fractional section run N 88° 54' 09" E along the south line of said fractional section for 25.00 feet to the Point of Beginning.

From said Point of Beginning run N 00° 58' 24" W for 50.00 feet to the intersection of the north line of Canal Street and the east line of Veronica S. Shoemaker Boulevard; thence run N 88° 54' 09" E along said north line for 1,450.12 feet; thence run S 00° 58' 24" E for 50.00 feet to an intersection with said south line; thence run S 88° 54' 09" W along said south line for 1,450.12 feet to the Point of Beginning.

Parcel contains 72, 506 square feet, more or less.

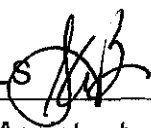
SUBJECT TO all easements, reservations, restrictions and right-of-ways of record.

Bearings hereinabove mentioned are based on the south line of Section 20, Township 44 South, Range 25 East, Lee County, Florida to bear N 88° 54' 09" E.

Division of County Lands

2nd Updated In House Title Search
Search No. 20-44-25-P4-00503.0010
Date: February 16, 2004
Parcel: 121
Project: Veronica S. Shoemaker Blvd.
Extension, Project 4073

To: Michele S. McNeill, SR/WA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS 
Property Acquisition Assistant

STRAP: 20-44-25-P4-00503.0010

An update has been requested of In House Title Search No. 21881/B which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through January 26, 2004, at 5:00 p.m.

Subject Property: See attached Exhibit "A"

Title to the subject property is vested in the following:

James H. Whitehead and Beverly Jane Whitehead, husband and wife

by that certain instrument dated November 21, 1995, recorded November 28, 1995, in Official Record Book 2654, Page 4062, Public Records of Lee County, Florida.

Subject to:

Tax Status: 2003 taxes are now due and payable.

(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.

Exhibit "A"

August 19, 2002

DESCRIPTION

**PARCEL IN
SECTION 20, TOWNSHIP 44 SOUTH, RANGE 25 EAST
CITY OF FORT MYERS, LEE COUNTY, FLORIDA**

PARCEL 121

PARENT STRAP NO. 20-44-25-P4-00503.0010

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Mark G. Wentzel (For The Firm LB 642)
Professional Land Surveyor
Florida Certificate No. 5247

19991321\Parcel No. 121 - 081902

HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

February 5, 2004

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

SUBJECT: Complete Summary Appraisal Report No: 02-03-03.113/121
Project: Veronica S. Shoemaker Blvd.
Formerly Palmetto Avenue Extension
Project No. 4073, Parcel 113/121
Owner: James H. Whitehead & Beverly
Jane Whitehead, Husband & Wife
County: Lee County, Florida

Dear Mr. Clemens:

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

The report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)* and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute. Our opinion of market value is premised upon the Assumptions and Limiting Conditions contained within this report. The definition of market value is in Addendum B.

The **parent tract**, contains 40.693 acres of gross land area, with an estimated 7.77 acres of useable land along the west side of the lake. The Lee County Property Appraiser's records indicate the gross land area is 43.15 acres consisting of 27.86 acres of lake, 9.44 acres of conservation/water retention area, and 5.85 acres of single family residential land. It is located at the northeast corner of Veronica S. Shoemaker Blvd. and Canal Street in the Fort Myers market area, Lee County, Florida. The parent tract has a west side along the existing right-of-way of the platted but unimproved Veronica S. Shoemaker Blvd. of 990.50 feet and 1,450.12 feet of frontage along the northerly right-of-way of Canal Street. The property is zoned and has a future land use designation of A-1, Medium-Density Single-Family Residential district by the City of Fort Myers. The appraisers have estimated the highest and best use of the property "as vacant" for a future single family residential development for the estimated 7.77 acres of useable land along the west side of the lake.

The Surface Water Management System is permitted for serving 67 acres of residential development that discharges to the Veronica S. Shoemaker Blvd. roadside swale. The site also has chain link fencing which is outside the proposed acquisition area.

The proposed **partial acquisition area** identified as Parcel 113/121 (Fee Taking) contains 113,777 square feet or 2.612 acres. It is a proposed fee simple acquisition for road right-of-way and various improvements for Veronica S. Shoemaker Blvd. and is a rectangular tract located along the westerly portion of the parent tract. Parcel 113/121 has a west side along the existing right-of-way of the platted Veronica S. Shoemaker Blvd. of 990.50 feet. It has an east side along the proposed right-of-way of Veronica S. Shoemaker Blvd. of 989.96 feet, a south side of 117.00 feet along Canal Street and a north side of 117.00 feet. No improvements were observed within this partial acquisition area.

The **remainder property** contains 38.081 acres. It has a west side along the proposed right-of-way of Veronica S. Shoemaker Blvd. of 989.96 feet and a south side with frontage along Canal Street of 1,333.12 feet. The highest and best use remains unchanged with "as vacant" for a future single family residential development for the estimated 5.16 acres of useable land along the west side of the lake.

By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal business, it is our opinion that the amount due the owner (as a result of the proposed partial acquisitions), as of January 23, 2004, is:

Value of Property Rights Taken:

Parcel 113/121 (Fee Taking):	\$74,000	
Parcel 113/121 (Improvements Taken):	<u>-0-</u>	
Sub Total (Property Rights Taken):		\$74,000
Incurable Severance Damages:		<u>-0-</u>
TOTAL AMOUNT DUE OWNER:		\$74,000*

*Special Assumptions and Limiting Conditions:

1. A written request was made to the owner of the subject property to obtain permission to complete an on site inspection, however, the appraisers have received no response. Due to this limitation, the appraisers reserve the right to amend the analysis and conclusions if additional site information becomes available.
2. According to sketches provided by Johnson Engineering, Inc. the parent tract contains 40.693 acres of gross land area. According to the Lee County Property Appraiser records the parent tract contains 43.15 acres consisting of 27.86 acres of lake, 9.44 acres of conservation/water retention area, and 5.85 acres of single family residential land. Judy Henderson, Abstracter III with the Lee County Property Appraisers' office, provided the

following information. She sketched the area of the land located along the west side of the lake and estimated it to contain 7.77 acres. The appraisers have relied upon the gross land area of 40.693 acres provided by Johnson Engineering, Inc. and on the estimated useable land area west of the lake of 7.77 acres as provided by the abstracting section of the Lee County Property Appraiser office. The appraisers reserve the right to amend the analysis and conclusions in the event this information is later determined to be inaccurate.

3. The subject property was issued an environmental resource permit by the South Florida Water Management District (SFWMD) to authorize construction and operation of a Surface Water Management System. Becky Reed, an engineer with SFWMD, indicated that the property owner would need an engineer to submit a modification permit to allow the upland portion of the site to be developed. The appraisers have assumed for this report that a modification permit would be approved. If a modification permit were later denied, the appraisers reserve the right to amend the analysis and conclusions.
4. The appraisers used information in a special purpose survey provided by Metron Surveying & Mapping, LLC dated 4-20-03. This survey showed the western boundary of the edge of the lake and its distance from the acquisition area.
5. In collecting information on the subject property it was reported that portions of the lake on the subject property were being backfilled with construction debris. The appraisers observed fill located on the uplands portion of the site. The value conclusion is based upon the assumption that there is no environmental contamination on the subject property. As mentioned in paragraphs 4 and 20 under the limiting conditions section of the Assumptions and Limiting Conditions portion of this report, the appraisers are not qualified to detect environmental hazards and reserve the right to amend or alter this report and the value conclusions tendered herein should an Environmental Risk Audit (or other similar study) be conducted on the subject property at a later date.
6. We assume that the soil's load bearing capacity on the uplands portion of the site is sufficient to support structures. If a soil analysis is furnished that shows otherwise, the appraisers reserve the right to amend this report.

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

Respectfully submitted,



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



Timothy P. Foster, Senior Appraiser
St. Cert. Gen. REA RZ 2526

5-Year Sales History

Parcel No. 113 and 121

Veronica S. Shoemaker Boulevard Extension Project, No. 4073

NO SALES in PAST 5 YEARS



LEE COUNTY SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 239.479.8606
239.479.8391 FAX

Bob Jones
District One

VIA FAX TO 332-8604

Douglas R. St. Comy
District Two

February 6, 2004

Ray Judd
District Three

Andrew W. Coy
District Four

Saeed Kazemi, P.E. City Engineer
City of Fort Myers

John E. Ablon
District Five

P.O. Box 2217
Fort Myers, FL 33902-2217

Donald D. Stillwell
County Manager

RE: PARCELS 113 AND 121, PALMETTO EXTENSION PROJECT
Request for review and sign-off on acquisition proposal.

James G. Yoder
County Attorney

Dear Saeed:

Diane M. Parker
County Hearing Examiner

The appraisal for parcels 113 and 121 has been reviewed and approved by County Staff and we are preparing to request Board approval to make a binding offer. Below is the relevant data for this parcel. Please review and approve on behalf of the City as well as confirm that funds are available. Thank you.

Sincerely,

Michele S. McNeill, SR/WA
Property Acquisition Agent

Parcel 113 and 121

Property Owner: James H. and Beverly Jane Whitehead

Appraiser: Hanson Real Estate Advisors, Inc.

Appraisal Date: 1/23/04

Appraised Amount: \$74,000

Binding Offer Amount: \$79,000

Binding Offer Approved:

Funds are available in account:

Saeed Kazemi, P.E.
City Engineer, City of Fort Myers

S:\PCOL\PalmettoExt\Correspondence\113 and 121 City Engineer Approval.vpc

P.O. Box 388, Fort Myers, Florida 33902-0388 (239) 335-2111

Internet address <http://www.lee-county.com>

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