Lee County Board Of County Commissioners
Agenda Item Summary — Blue Sheet No. 20040355

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 135, Veronica S. Shoemaker Blvd. Extension Project No. 4073, in the amount of $39,300; authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

WHY ACTION IS NECESSARY: The Board must accept all real estate conveyances to Lee County.

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY: / COMMISSION DISTRICT #	3. MEETING DATE:
06 / 2 C6D	04-13-2004

4. AGENDA:	5. REQUIREMENT/PURPOSE: (Specify)	6. REQUESTOR OF INFORMATION:
X CONSENT	X STATUTE 125	A. COMMISSIONER
ADMINISTRATIVE	ORDINANCE	B. DEPARTMENT Independent
APPEALS	ADMIN. CODE	C. DIVISION County Lands 3-23-04
PUBLIC	OTHER	BY: Karen L. W. Forsyth, Director
WALK ON		
TIME REQUIRED:		

7. BACKGROUND:

Negotiated for: Lee County DOT and the City of Fort Myers
Interest to Acquire: Fee interest in 22,602 square feet of land improved with a chain-link fence
Property Details:
Owner: National Organization of the New Apostolic Church of North America, an Illinois Religious Corporation
Address: 2425 Highland Avenue, Fort Myers
STRAP No.: 19-44-25-P2-01006.0000
Purchase Details:
Purchase Price $39,300
Costs to Close $1,000
Appraisal Information:
Company: Hanson Real Estate Advisors, Inc.
Appraised Value: $37,300 as of November 24, 2003
Staff Recommendation: Staff is of the opinion that the purchase price increase of $2,000 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between $3,000 - $5,000 excluding land value increased and attorney fees. Staff recommends the Board approve the requested motion.
Account: City of Fort Myers Acct. #310-4315-546-6100
Attachments: Purchase & 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
					Agm 3/30/04				
K. Forsyth			3/29/04	3-29-04	OA 3-30-04	OM 3/30/04	Risk 03/30/04	GC 3-30-04	3.31.04

10. COMMISSION ACTION:

_____ APPROVED
_____ DENIED
_____ DEFERRED
_____ OTHER

Rec. by CoAtty
Date: 3/29/04
Time: 3:25 pm
Forwarded To: Co. Adm. 3/29/04 3:30

RECEIVED BY COUNTY ADMIN: 3/30/04 3pm
COUNTY ADMIN FORWARDED TO: 3/31/04 2:30 PM

L:\PalmettoExt\BS\Parcel 123.dot/le 3/22/04

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 135
STRAP No.: 19-44-25-P2-01006.0000

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this 9th day of MARCH, 2004 by and between ~~The~~ **National Organization of the New Apostolic Church of North America, an Illinois Religious Corporation,** hereinafter referred to as SELLER, whose address is 3753 N. Troy Street, Chicago, IL 60618, 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 **22,602 square feet** more or less, and located at **2425 Highland Avenue, Fort Myers, FL**, 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., 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 **Thirty-nine thousand three hundred and no/100 dollars ($39,300.00),** 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.

and paid to SELLER by wire transfer

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 **$39,300.00**, 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. EEE without any deduction

special EEE

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; and which are due and payable EEE

(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. without any SELLER may, at its sole option, attempt to correct such defects, and

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. and the provisions of Paragraph 8 shall apply upon reasonable prior notice

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. without any

~~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.

on a date agreed to by the parties

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

with respect to this transaction

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.

BUYER is responsible for any claims by a real estate broker claiming a commission by or through BUYER.

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:

L. Ann Laich

Ruth Rohde

SELLER:
National Organization of the New Apostolic Church of North America, an Illinois Religious Corporation

Ellen E. Eckhardt

Signature

Ellen E. Eckhardt, Treasurer

Name, Title

(CORPORATE SEAL)

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (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)

S:\POOL\PALMETTOEXT\LEGAL\136PA.DOC

EXHIBIT "A"

JOHNSON ENGINEERING

SINCE 1946

January 15, 2003

DESCRIPTION

PARCEL IN
SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

(REVISED) PARCEL NO. 135

PARENT STRAP NO. 19-44-25-06-00006.0000

A tract or parcel of land located in Lot 6, W. Stanley Hanson' s Highland Subdivision as recorded in Plat Book 1 at Page 57 of the Public Records of Lee County, Florida, lying in Section 19, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of said Lot 6 run S 88° 53' 59" W along the south of said Lot 6 for 138.52 feet; thence run N 00° 32' 04" W for 162.48 feet to an intersection with the north line of the South Half (S-1/2) of said Lot 6; thence run N 88° 56' 01" E along said north line for 139.78 feet; thence run S 00° 05' 25" E along said quarter section line and along the east line of said Lot 6 for 162.41 feet to the Point of Beginning.

Parcel contains 22,602 square feet, more or less.

Bearings hereinabove mentioned are based on the east line of the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East to bear N 00° 00' 25" W.

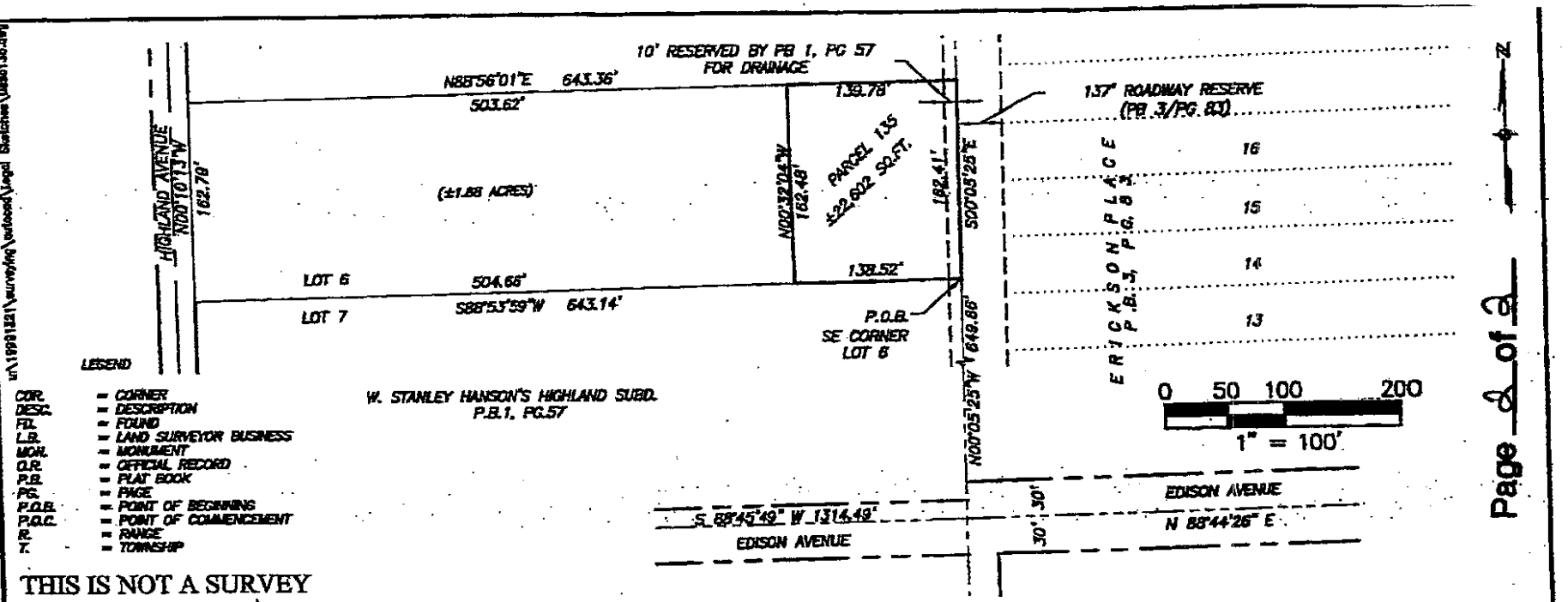
Mark G. Wentzel

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

19991321\Parcel No. 135 - 011503

2158 Johnson Street ■ Post Office Box 1550 ■ Fort Myers, Florida 33902-1550
(239) 334-0046 ■ Fax (239) 334-3661

T-934 P.17/17 F-704
7735380831
From-NMC EEE JED
02-13-04 11:45am



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

THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FIRM-L.B.642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5247

DATE SIGNED: 2/4/03

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

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF THE N.E. 1/4 OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING N00°05'25"W.
2. PARCEL CONTAINS 22,602 SQUARE FEET, MORE OR LESS.

PARCEL NO. 135 (REVISED)

PARENT STRAP NO. 19-44-25-06-00006.0000
PART OF LOT 6
W. STANLEY HANSON'S
HIGHLAND SUBDIVISION
(PLAT BOOK 1, PAGE 57-LEE COUNTY PUBLIC RECORDS)
SECTION 19, T.44 S., R.25 E.
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
06-20-02	19991321	19-44-25	1"=100'	1

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 135
STRAP No.: 19-44-25-P2-01006.0000

BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
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without any deduction EEE

special EEE

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and which are due and payable EEE

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

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on a date agreed to by the parties

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

with respect to this transaction

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BUYER is responsible for any claims by a real estate broker claiming a commission by or through BUYER.

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:

L Helen Leich

Ruth Rohde

SELLER:
National Organization of the New Apostolic Church of North America, an Illinois Religious Corporation

Ellen E. Eckhardt

Signature

Ellen E. Eckhardt, Treasurer

Name, Title

(CORPORATE SEAL)

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)

S:\POOL\PALMETTOEXT\LEGAL\136PA.DOC

EXHIBIT "A"

JOHNSON ENGINEERING

SINCE 1946

January 15, 2003

DESCRIPTION

PARCEL IN
SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

(REVISED) PARCEL NO. 135

PARENT STRAP NO. 19-44-25-06-00006.0000

A tract or parcel of land located in Lot 6, W. Stanley Hanson' s Highland Subdivision as recorded in Plat Book 1 at Page 57 of the Public Records of Lee County, Florida, lying in Section 19, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of said Lot 6 run S 88° 53' 59" W along the south of said Lot 6 for 138.52 feet; thence run N 00° 32' 04" W for 162.48 feet to an intersection with the north line of the South Half (S-1/2) of said Lot 6; thence run N 88° 56' 01" E along said north line for 139.78 feet; thence run S 00° 05' 25" E along said quarter section line and along the east line of said Lot 6 for 162.41 feet to the Point of Beginning.

Parcel contains 22,602 square feet, more or less.

Bearings hereinabove mentioned are based on the east line of the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East to bear N 00° 00' 25" W.

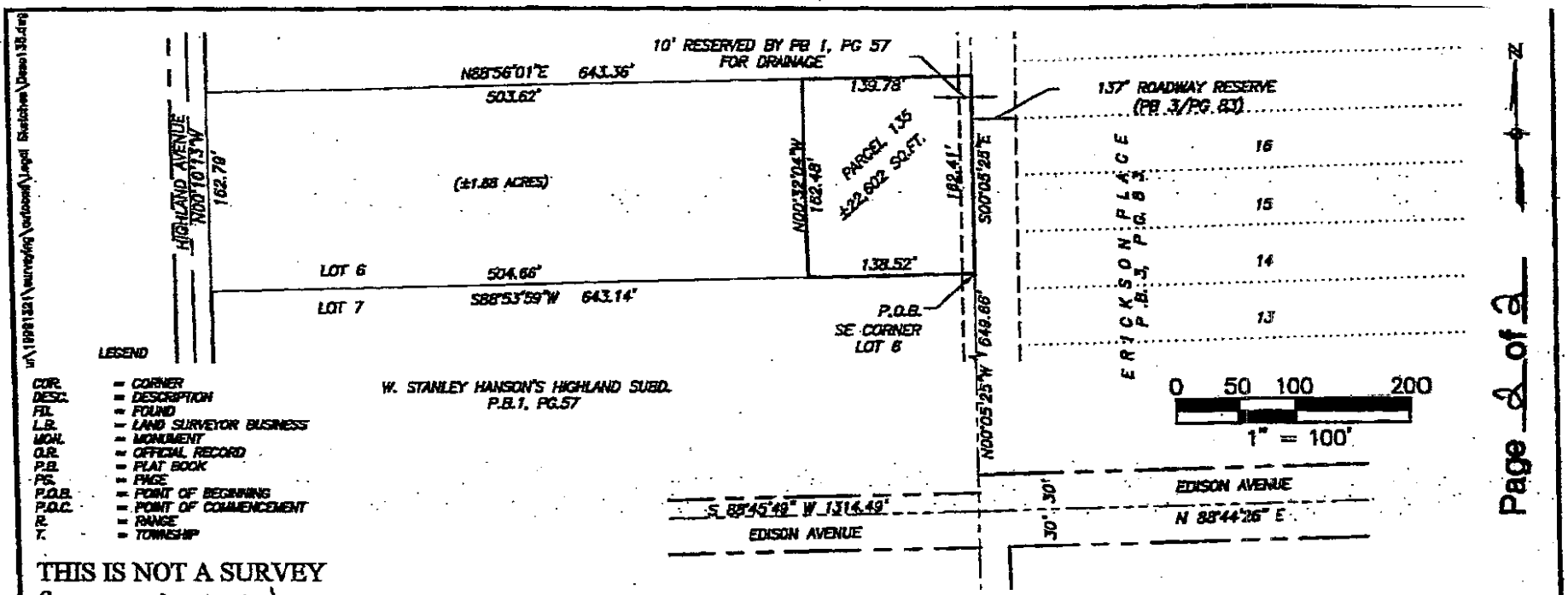
Mark G. Wentzel

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

19991321\Parcel No. 135 - 011503

2158 Johnson Street ■ Post Office Box 1550 ■ Fort Myers, Florida 33902-1550
(239) 334-0046 ■ Fax (239) 334-3661

02-13-04 11:45am From-NMC EEE JED 7735390831 T-934 P.17/17 F-704



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

THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FIRM–L.B.642)
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5247

DATE SIGNED: 2/4/03

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

NOTES:

1. BEARINGS ARE BASED ON THE EAST LINE OF THE N.E. 1/4 OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING N00°05'25"W.
2. PARCEL CONTAINS 22,602 SQUARE FEET, MORE OR LESS.

PARCEL NO. 135 (REVISED)

PARENT STRAP NO. 19-44-25-06-00006.0000
PART OF LOT 6
W. STANLEY HANSONS
HIGHLAND SUBDIVISION
(PLAT BOOK 1, PAGE 57 LEE COUNTY PUBLIC RECORDS)
SECTION 19, T.44 S., R.25 E.
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
08-20-02	1999.1321	19-44-25	1"=100'	1

Division of County Lands

Updated In House Title Search
Search No. 19-44-25-P2-01006.0000
Date: February 16, 2004
Parcel: 135
Project: Veronica S. Shoemaker Blvd. Ext. #4073

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

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 19-44-25-P2-01006.0000

An update has been requested of In House Title Search No. 21884/C 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 Schedule "X"

Title to the subject property is vested in the following:

National Organization of the New Apostolic Church of North America, Inc., an Illinois religious organization.

by that certain instrument dated January 26, 1990, recorded February 1, 1990, in Official Record Book 2125, Page 2046, Public Records of Lee County, Florida.

Subject to:

1. Plat book and page recited in legal descriptions on Certificate of Title recorded in Official Record Book 2000, Page 2512 and Warranty Deed recorded in Official Record Book 2125, Page 2046, Public Records of Lee County, Florida are incorrect. This must be addressed and resolved by the title company or attorney that handles the transfer to the County.

2. Drainage easement granted to Lee County recorded in Official Records Book 2199, Page 2708, Public Records of Lee County, Florida.

3. Notice of Development Order, recorded in Official Record Book 2321, Page 694, Public Records of Lee County, Florida.

NOTE(1): The Plat of W. Stanley Hanson's High Land Subdivision recorded in Plat Book 1, Page 57, Public Records of Lee County, Florida has language describing a 10 foot drainage ditch with a fall of 9 ft. per mile. The language also states that the ditch is used for subsoil irrigation. The drainage ditch appears to abut the East line of subject property.

Division of County Lands

Updated In House Title Search
Search No. 19-44-25-P2-01006.0000
Date: February 16, 2004
Parcel: 135
Project: Veronica S. Shoemaker Blvd. Ext. #4073

Tax Status: 2003 taxes have been paid in full.
(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.

PARCEL IN
SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA

(REVISED) PARCEL NO. 135

PARENT STRAP NO. 19-44-25-06-00006.0000

A tract or parcel of land located in Lot 6, W. Stanley Hanson' s Highland Subdivision as recorded in Plat Book 1 at Page 57 of the Public Records of Lee County, Florida, lying in Section 19, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of said Lot 6 run S 88° 53' 59" W along the south of said Lot 6 for 138.52 feet; thence run N 00° 32' 04" W for 162.48 feet to an intersection with the north line of the South Half (S-1/2) of said Lot 6; thence run N 88° 56' 01" E along said north line for 139.78 feet; thence run S 00° 05' 25" E along said quarter section line and along the east line of said Lot 6 for 162.41 feet to the Point of Beginning.

Parcel contains 22,602 square feet, more or less.

Bearings hereinabove mentioned are based on the east line of the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East to bear N 00° 00' 25" W.

EXECUTIVE SUMMARY

PROJECT NAME: Veronica S. Shoemaker Blvd. (Formerly Palmetto Avenue Extension) **PARCEL NUMBER:** 135

OWNER OF RECORD: National Organization of the New Apostolic Church of North America.

LOCATION: East side of Highland Avenue and north of Edison Avenue in the Fort Myers market area, Lee County, Florida.

LAND AREA: 104,586 square feet or 2.401 acres.

IMPROVEMENTS: Church building and site improvements.

ZONING/LAND USE: AG-2 (Agriculture)/Intensive Development and a small percentage is Central Urban.

HIGHEST AND BEST USE: "As vacant" is for future commercial/light industrial development and "as improved" is for continued utilization as a church with the potential for future expansion of the facility onto the excess land.

ESTIMATE OF VALUE – COST APPROACH: N/A

ESTIMATE OF PARENT TRACT VALUE – MARKET APPROACH: $172,600*

*The parent tract value estimate is exclusive of the improvements that are outside the proposed acquisition area that are considered to be unaffected by the taking.

ESTIMATE OF VALUE – INCOME APPROACH: N/A

FINAL VALUE ESTIMATE: N/A

INTEREST APPRAISED: Fee Simple in the parent tract before and after the proposed acquisition.

DATE OF VALUATION: November 24, 2003

APPRAISERS: Woodward S. Hanson, MAI, CRE, CCIM and Timothy P. Foster

SPECIAL ASSUMPTIONS: None

AMOUNT DUE OWNER:

Value of Property Rights Taken:		
Parcel 135 (Land Taken):	$37,300	
Parcel 135 (Improvements Taken):	-0-	
Sub Total (Property Rights Taken):		$37,300
Incurable Severance Damages:		-0-
Total Amount Due Owner:		$37,300

5-Year Sales History

Parcel No. 135

Veronica S. Shoemaker Blvd. Extension Project No. 4073

NO SALES in PAST 5 YEARS

NOTE: Sale(s) relate to "parent tract" of the subject parcel.

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LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 239.479.8505
239.479.8391 FAX

Bob Janes
District One

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Ray Judah
District Three

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District Four

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District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing Examiner

VIA FAX TO 332-6604

January 7, 2004

Saeed Kazemi, P.E. City Engineer
City of Fort Myers
P.O. Box 2217
Fort Myers, FL 33902-2217

RE: PARCEL 135, PALMETTO EXTENSION PROJECT
Request for review and sign-off on acquisition proposal

Dear Saeed:

The appraisal for parcel 135 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 135
Property Owner: National Organization of the New Apostolic Church of North America
Appraiser: Hanson Real Estate Advisors
Appraisal Date: 11/24/03
Appraised Amount: $37,300
Binding Offer Amount: $39,300

Binding Offer Approved:

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

Funds are available in account:

S:\POOL\PalmettoExt\Correspondence\135 City Engineer Approval.wpd