

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

Blue Sheet No. 20030885

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$20,100 for Parcel 109, 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

C6E

3. MEETING DATE:

05-18-2004

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 4-28-04
- BY: Karen L. W. Forsyth, Director

7. BACKGROUND:

Negotiated for: Department of Transportation and the City of Fort Myers
Interest to Acquire: 18,027 square feet of fee interest in vacant property and a 400 square foot drainage easement
Property Details:
Owner: Carl D. Luetlich, Larry W. Luetlich and Edwin K. Luetlich, Successor Co-Trustees of the Marital Trust #1 under Charles J. Luetlich Revocable Trust under trust dated March 16, 1993.
STRAP No.: 29-44-25-P1-00101.0020
Purchase Details:
Binding Offer Amount: \$20,100
Appraisal Information:
Company: Integra Realty Resources, Inc. by Woody Hanson, MAI, CCIM, CRE
Appraised Value: \$19,100
Staff Recommendation: Staff is of the opinion that the purchase price increase of \$1,000 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.P. Forsyth</i>			<i>4/30/04</i>	<i>[Signature]</i>	OA <i>5/3/04</i>	OM <i>5/3/04</i>	Risk <i>5/3/04</i>	GC <i>5/4/04</i>	<i>HS 5/4/04</i>

10. COMMISSION ACTION:

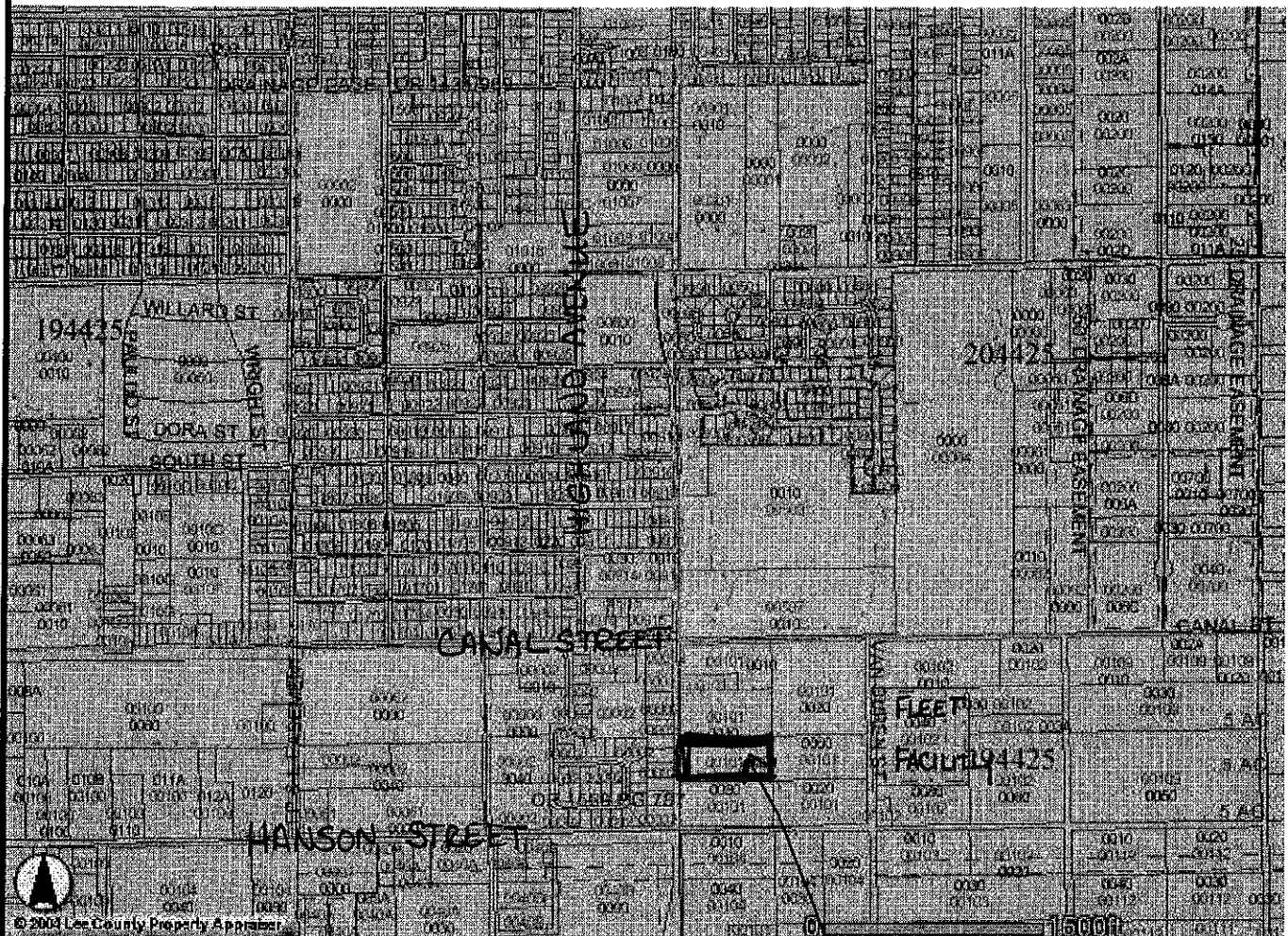
- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *4/30/04*
Time: *4:25*
Forwarded To:
City Admin
5/3/04

CO. ATTY.
FORWARDED
TO CO. ADMIN.
5/3/04

RECEIVED BY
COUNTY ADMIN:
5/3/04
3:00 pm SLT
COUNTY ADMIN
FORWARDED TO: *PL*
CP-04
ADDN

Location Map



VSS BUD

SUBJECT

Parcel 109

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 109
STRAP No.: 29-44-25-P1-00101.0020

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 **Carl D. Luetlich, Larry W. Luetlich and Edwin K. Luetlich, Successor Co-Trustees of the Marital Trust #1 under Charles J. Luetlich Revocable Trust under trust dated March 16, 1993**; hereinafter referred to as SELLER, whose address is **3601 Hanson Street, Ft. Myers, FL 33901, 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 **18,027 square feet** more or less, and located at approximately 330 feet north of the intersection of Hanson Street and Veronica S. Shoemaker Blvd., Fort Myers 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 Boulevard 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 **Twenty thousand one hundred and no/100 dollars (\$20,100.00)**, 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 **\$20,100.00**, 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.
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:

SELLER:

Carl D. Luetlich, Successor Co-Trustee

Larry W. Luetlich, Successor Co-Trustee

Edwin K. Luetlich, Successor Co-Trustee

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)



August 19, 2002

DESCRIPTION

**PARCEL IN
SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

PARCEL NO. 109

PARENT STRAP NO. 29-44-25-01-00001.0020

A tract or parcel of land located in Lot 5, Block 1, South Side Gardens as recorded in Plat Book 3 at Page 18, of the Public Records of Lee County, Florida, lying in Section 29, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the northwest corner of said Lot 5 run N 88° 57' 18" E along the north line said Lot 5 for 55.76 feet; thence run S 00° 56' 54" E for 281.98 feet; thence run S 05° 18' 52" W for 48.45 feet to an intersection with the south line of said Lot 5; thence run S 88° 58' 52" W along said south line for 48.94 feet to an intersection with the east line of said Lot 5; thence run N 01° 12' 56" W along said east line for 330.12 feet to the northwest corner of said Lot 5 and the Point of Beginning.

Parcel contains 18,027 square feet, more or less.

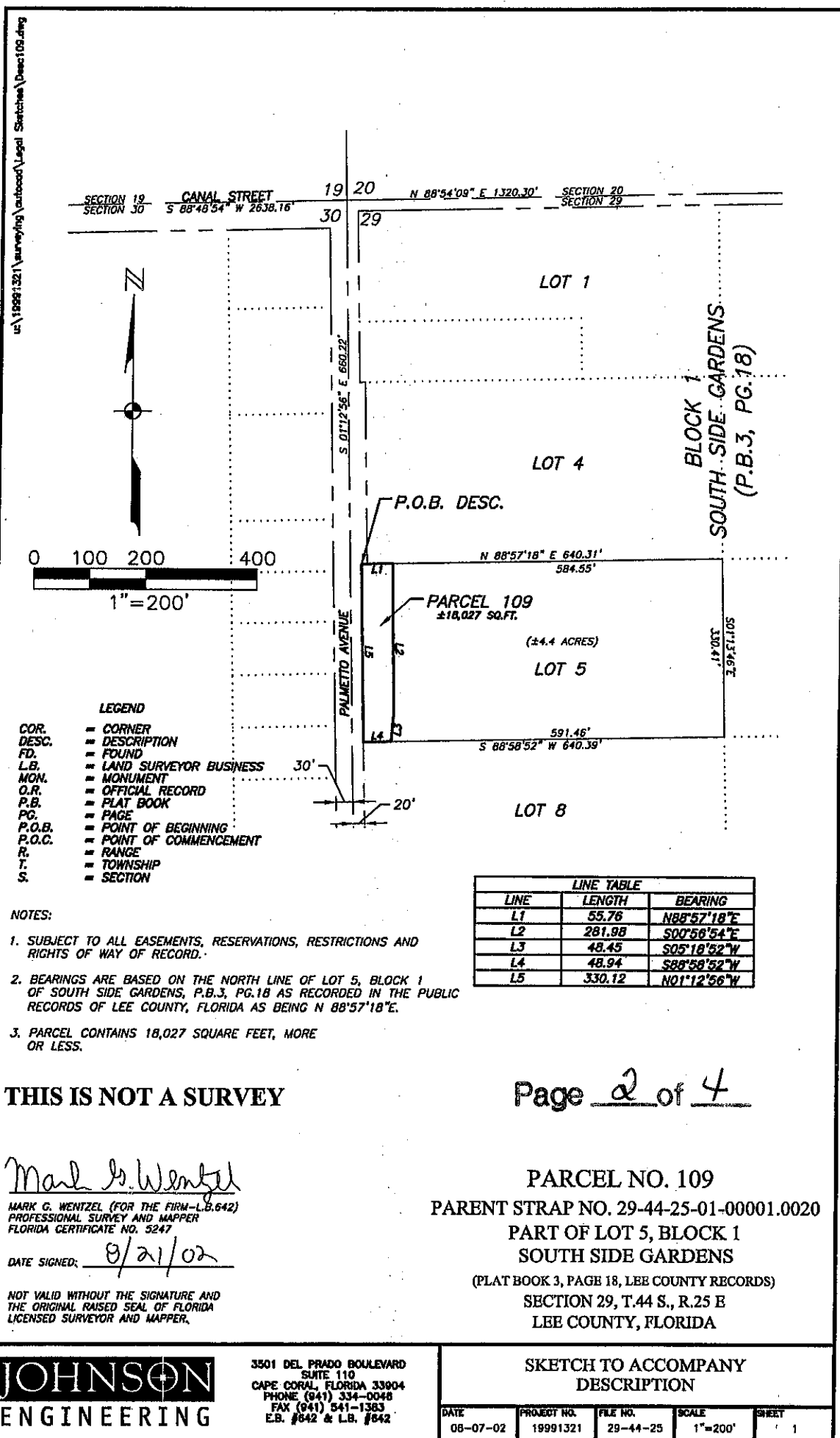
SUBJECT TO easements, reservations, restrictions and right-of-ways of record.

Bearings hereinabove mentioned are based on the north line of Lot 5, Block 1, South Side Gardens as recorded in Plat Book 3 at Page 18, of the Public Records of Lee County, Florida to bear N 88° 57' 18" E.

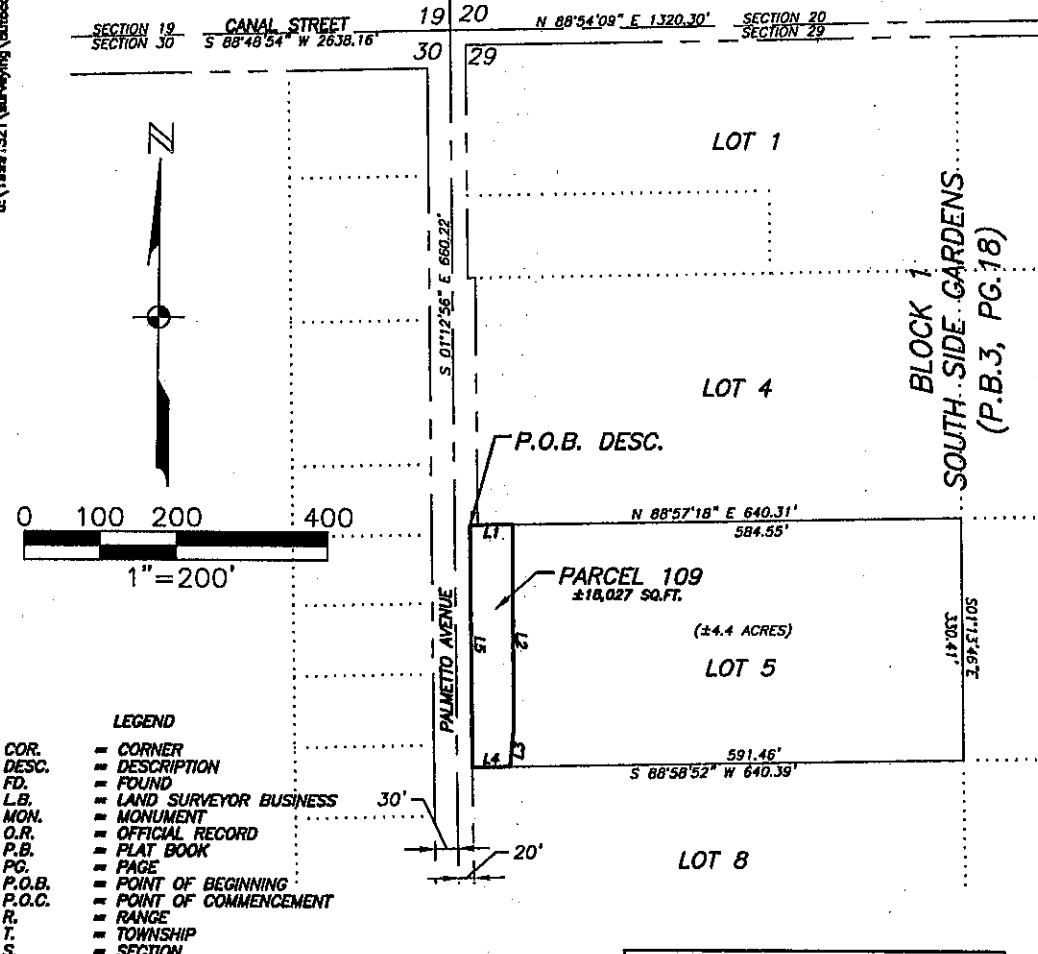
Mark G. Wentzel

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

Exhibit "A"



u:\1999\321\surveying\outdoor\Legal Sketches\Dees109.dwg



- 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
 - S. = SECTION

- NOTES:**
1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
 2. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 5, BLOCK 1 OF SOUTH SIDE GARDENS, P.B.3, PG.18 AS RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING N 88°57'18"E.
 3. PARCEL CONTAINS 18,027 SQUARE FEET, MORE OR LESS.

LINE TABLE		
LINE	LENGTH	BEARING
L1	55.76	N88°57'18"E
L2	281.98	S00°56'54"E
L3	48.45	S05°18'52"W
L4	48.94	S88°58'52"W
L5	330.12	N01°12'56"W

THIS IS NOT A SURVEY

Page 2 of 4

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

DATE SIGNED: 8/21/02

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

PARCEL NO. 109
 PARENT STRAP NO. 29-44-25-01-00001.0020
 PART OF LOT 5, BLOCK 1
 SOUTH SIDE GARDENS
 (PLAT BOOK 3, PAGE 18, LEE COUNTY RECORDS)
 SECTION 29, T.44 S., R.25 E
 LEE COUNTY, FLORIDA

JOHNSON ENGINEERING

3501 DEL PRADO BOULEVARD
 SUITE 110
 CAPE CORAL, FLORIDA 33904
 PHONE (941) 334-0048
 FAX (941) 541-1383
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-07-02	19991321	29-44-25	1"=200'	1



January 15, 2003

Parcel 109

DESCRIPTION

**DRAINAGE EASEMENT
PART OF LOT 5, BLOCK 1
SOUTH SIDE GARDENS
SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land being part of Lot 5, Block 1 as shown on the plat of South Side Gardens recorded in Plat Book 3 at Page 18 of the Public Records of Lee County, Florida and lying in Section 29, Township 44 South, Range 25 East, Lee County, Florida described as follows:

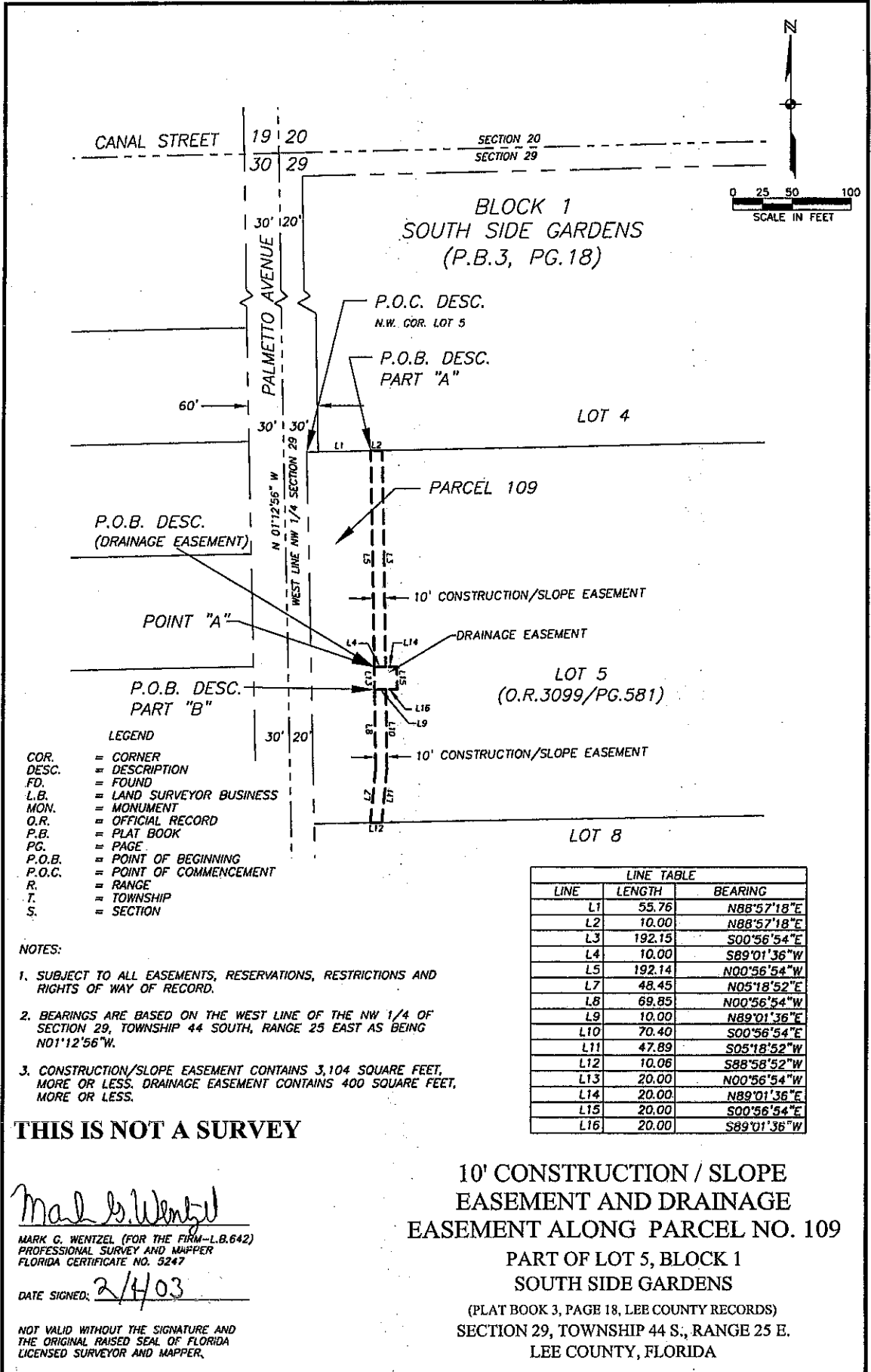
From the northwest corner of said Lot 5 run North 88° 57' 18" East along the north line of said Lot for 55.76 feet; thence run South 00° 56' 54" East for 192.14 feet to the Point of Beginning.

From said Point of Beginning run North 89° 01' 36" East for 20.00 feet; thence run South 00° 56' 54" East for 20.00 feet; thence run South 89° 01' 36" West for 20.00 feet; thence run North 00° 56' 54" West for 20.00 feet to the Point of Beginning.

Parcel Contains 400 square feet, more or less.

Bearings hereinabove mentioned are based on the west line of the Northwest Quarter (NW-1/4) of the Section 29, Township 44 South, Range 25 East to bear North 01° 12' 56" West.

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



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

- NOTES:**
1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
 2. BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST AS BEING N01°12'56"W.
 3. CONSTRUCTION/SLOPE EASEMENT CONTAINS 3,104 SQUARE FEET, MORE OR LESS. DRAINAGE EASEMENT CONTAINS 400 SQUARE FEET, MORE OR LESS.

LINE TABLE		
LINE	LENGTH	BEARING
L1	55.76	N88°57'18"E
L2	10.00	N88°57'18"E
L3	192.15	S00°56'54"E
L4	10.00	S89°01'36"W
L5	192.14	N00°56'54"W
L7	48.45	N05°18'52"E
L8	69.85	N00°56'54"W
L9	10.00	N89°01'36"E
L10	70.40	S00°56'54"E
L11	47.89	S05°18'52"W
L12	10.06	S88°58'52"W
L13	20.00	N00°56'54"W
L14	20.00	N89°01'36"E
L15	20.00	S00°56'54"E
L16	20.00	S89°01'36"W

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

**10' CONSTRUCTION / SLOPE
 EASEMENT AND DRAINAGE
 EASEMENT ALONG PARCEL NO. 109**

**PART OF LOT 5, BLOCK 1
 SOUTH SIDE GARDENS
 (PLAT BOOK 3, PAGE 18, LEE COUNTY RECORDS)
 SECTION 29, TOWNSHIP 44 S., RANGE 25 E.
 LEE COUNTY, FLORIDA**



3501 DEL PRADO BOULEVARD
 SUITE 110
 CAPE CORAL, FLORIDA 33904
 PHONE (941) 334-0046
 FAX (941) 541-1383
 E.B. #842 & L.B. #842

**SKETCH TO ACCOMPANY
 DESCRIPTION**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01-07-03	19991321	29-44-25	1"=100'	1

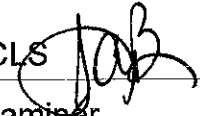
S:\19991321\Surveying\out\ecod\eseasment sketches\Esse-desc\08.dwg (Layout1) KLL Jan 27, 2003 - 5:01pm

Division of County Lands

Updated In House Title Search
Search No. 21880/C
Date: July 5, 2002
Parcel: 109
Project: Palmetto Avenue
Extension Project 4073

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

From: Shelia A. Bedwell, CLS
Real Estate Title Examiner



*Changes as noted
4/15/04*

STRAP: 29-44-25-01-00001.0020

An update has been requested of In House Title Search No. 21880/C which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through June 23, 2002, at 5:00 p.m.

Subject Property: Lots 2, 3, 5 and 7, Block 1, South Side Gardens, a subdivision according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 18, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Carl D. Luettich, Larry W. Luettich and Edwin K. Luettich, as Successor Co-Trustees of the Marital Trust #1 under the Charles J. Luettich Revocable Trust under trust dated March 16, 1993 (as to Lot 2); Carl D. Luettich, Larry W. Luettich and Edwin K. Luettich, as Successor Co-Trustees of the Marital Trust #1 under the Charles J. Luettich Revocable Trust under trust dated March 16, 1993 as to an undivided 30.7 percent interest; Carl D. Luettich, Larry W. Luettich and Edwin K. Luettich as to an undivided 24.5 percent interest as tenants in common; and Lillian L. Luettich, as to an undivided 44.8 percent interest (as to Lot 3); Carl D. Luettich, Larry W. Luettich and Edwin K. Luettich, as to an undivided one-third interest as tenants in common (as to Lots 5 and 7).

by those certain instruments dated May 30, 1997, recorded January 16, 1998, in Official Record Book 2910, Page 3050, by instruments dated December 22, 1998, recorded December 28, 1998 in Official Record Book 3055; Pages 523 and 525; by instrument dated January 21, 1999, recorded April 2, 1999 in Official Record Book 3099, Page 582; by instrument dated January 21, 1999, recorded July 24, 2000 in Official Record Book 3283, Page 669, all being in the 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.

Division of County Lands

Updated In House Title Search

Search No. 21880/C

Date: July 5, 2002

Parcel: 109

Project: Palmetto Avenue

Extension Project 4073

2. Mortgage executed by Carl D. Luettich, Larry W. Luettich and Edwin K. Luettich, not personally but as Successor Co-Trustees on behalf of Marital Trust #1 under the Charles J. Luettich Revocable Trust UTD March 16, 1993, as to Lot 2 and an undivided 30.7% Interest in Lot 3; Carl D. Luettich, Larry W. Luettich and Edwin K. Luettich, each as to an undivided 1/3 interest as tenants in common, as to Lots 5, 7 and an undivided 24.5% interest in Lot 3; and Carl D. Luettich, Larry W. Luettich and Edwin K. Luettich, as tenants in common, and Lillian Luttich as to Lot 6 and an undivided 44.8% interest in Lot 3 in favor of First National Bank in Fort Myers, dated September 18, 2000, recorded November 2, 2000, in Official Record Book 3322, Page 2868, Public Records of Lee County, Florida.
3. Mortgage executed by Carl D. Luettich, Larry W. Luettich, and Edwin K. Luettich, in their individual capacities and as in their capacities as Successor Co-Trustees of the Marital Trust #1 under th Charles J. Luettich Revocable Trust dated March 16, 1993 in favor of First National Bank of Fort Myers, dated November 20, 2000, recorded November 27, 2000, in Official Record Book 3331, Page 1293, Public Records of Lee County, Florida. SAT
OR 4183/51
4. U.C.C. between Press Printing Enterprises, Inc. and First National Bank of Fort Myers, recorded November 27, 2000 in Official Record Book 3331, Page 1304, as amended by instruction recorded in Official Records Book 3366, Page 3699, Public Records of Lee County, Florida.
5. Mortgage OR 4154/4426
6. Assignment of Leases, Rents and Profets OR 4154/4437
7. UCC-Financing Statement OR/4154/4443

Tax Status: 2001 taxes have been paid in full.

(The end user of this report is responsible for verifying tax and/or assessm ent 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.

July 24, 2003

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

SUBJECT: File Number: 02-03-03.109
Project: Veronica S. Shoemaker Blvd.
Formerly Palmetto Avenue Extension
Project No.: 4073
Parcel No.: 109
Owner: Carl D. Luetlich, et. al.
County: Lee County, Florida

Dear Mr. Clemens:

Integra Realty Resources-Southwest Florida is 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**, containing 4.855 acres of gross land area, is located within the South Side Gardens subdivision along the east side of Veronica S. Shoemaker Blvd. and north of Hanson Street in Fort Myers, Lee County, Florida. The property is rectangular shaped with a westerly edge measuring 330.12 feet along the easterly right-of-way of Veronica S. Shoemaker Blvd., an easterly edge measuring 330.41 feet, a northerly edge measuring 640.31 feet, and a southerly edge measuring 640.39 feet. The property is zoned IL, Light Industrial and is designated Industrial Development on the Lee County Comprehensive Plan Future Land Use Map. The appraisers have estimated the highest and best use of the property to be for future industrial development.

One **partial acquisition area** identified as Parcel 109 (Fee Taking) contains 18,027 square feet. It is a proposed fee simple acquisition for road right-of-way for Veronica S. Shoemaker Blvd.

LOCAL EXPERTISE...NATIONALLY

and is located along the westerly portion of the parent tract along the Veronica S. Shoemaker Blvd. Parcel 109 has a west side along the existing Veronica S. Shoemaker Blvd. right-of-way, of 330.12 feet, a northerly side of 55.76 feet; an easterly side of 330.43 feet; a south side of 48.94 feet. There are no improvements of any consequence located within this partial acquisition area.

Another **partial acquisition area** is identified as Parcel 109 (Drainage Easement) and contains 400 square feet. This proposed acquisition area is for a perpetual stormwater drainage easement. This easement area may be used for landscaping (except trees), walkway, and drainage or similar uses. No structures such as sheds, carports, garages, or other buildings can be constructed within the easement area. It is located along the east side of Parcel 109 (Fee Taking) and is square shaped with 20.00 feet along each side. There are no improvements of any consequence located within this partial acquisition area.

The **remainder property**, containing 4.441 acres of gross land area inclusive of Parcel 109 (Drainage Easement) area, is rectangular shaped and is characterized by a westerly edge measuring 330.43 feet along the easterly right-of-way of the reconstructed Veronica S. Shoemaker Blvd., a southerly property line measuring 591.46 feet, a northerly property line measuring 584.55 feet, and an easterly property line measuring 330.41 feet (unchanged). The highest and best use of the remainder property is estimated to be for future industrial development.

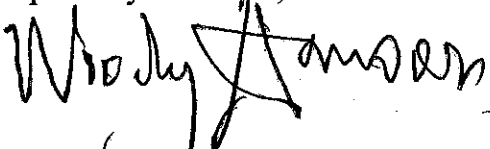
By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal business, it is our opinion that the amount due the owner (as a result of the proposed partial acquisitions), as of July 24, 2003, is:


Value of Property Rights Taken:

Parcel 109 (Fee Taking)	\$ 18,900	
Parcel 109 (Drainage Easement)	<u>200</u>	
Sub Total (Property Rights Taken)		\$19,100
Value of Improvements Taken		-0-
Incurable Severance Damages		<u>-0-</u>
TOTAL AMOUNT DUE OWNER:		\$19,100

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
State-Certified General Real Estate Appraiser
Florida Certificate RZ 0001003


Timothy P. Foster, Analyst
State-Certified General Real Estate Appraiser
Florida Certificate RZ 0001297

5-Year Sales History

Parcel No. 109

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.



BOARD OF COUNTY COMMISSIONERS

239.479.8806
239.479.8391 FAX
Writer's Direct Dial Number: _____

Bob James
District One

VIA FAX TO 332-6604

Douglas A. St. Comy
District Two

July 30, 2003

Ray Judah
District Three

Andrew W. Coy
District Four

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

John E. Albion
District Five

Donald D. Brinwell
County Manager

RE: PARCEL 109, PALMETTO EXTENSION PROJECT
Request for review and sign-off on acquisition proposal

James C. Yeager
County Attorney

Diana M. Parker
County Meeting
Executive

Dear Saeed:

The appraisal for parcel 109 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, SRWA
Property Acquisition Agent

Parcel 109
Property Owner: Carl D. Luetlich, Larry W. Luetlich, and Edwin K. Luetlich, Successor Co-Trustees of the Marital Trust #1 under Charles J. Luetlich Revocable Trust under trust dated March 16, 1993
Appraiser: Integra Realty Resources (W.S. Hanson, MAI, CCIM, CRE)
Appraisal Date: July 24, 2003
Appraised Amount: \$19,100
Binding Offer Amount: \$20,100

Binding Offer Approved: Funds are available in account:

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