

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

Blue Sheet No. 20040529

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$190,900 for Parcel 105, 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

CL6I

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: 24,139 square feet of fee interest in improved property

Property Details:

Owner: Press Printing Enterprises, Inc.
STRAP No.: 29-44-25-P1-00101.0080

Purchase Details:

Binding Offer Amount: \$190,900

Appraisal Information:

Company: Hanson Real Estate Advisors, Inc.
Appraised Value: \$180,900

Staff Recommendation: Staff is of the opinion that the purchase price increase of \$10,000 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$8,000 - \$12,000 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>4/30/04</i>	<i>[Signature]</i>	<i>AOA</i>	<i>OM</i>	<i>Risk</i>	<i>GC</i>	<i>[Signature]</i>
					<i>5/3/04</i>	<i>5/3/04</i>	<i>5/10/04</i>	<i>5/10/04</i>	<i>5/10/04</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

RECEIVED BY
COUNTY ADMIN: *SL*

5/3/04

COUNTY ADMIN
FORWARDED TO: *PL*

5/5/04
ADON

Rec. by CoAtty

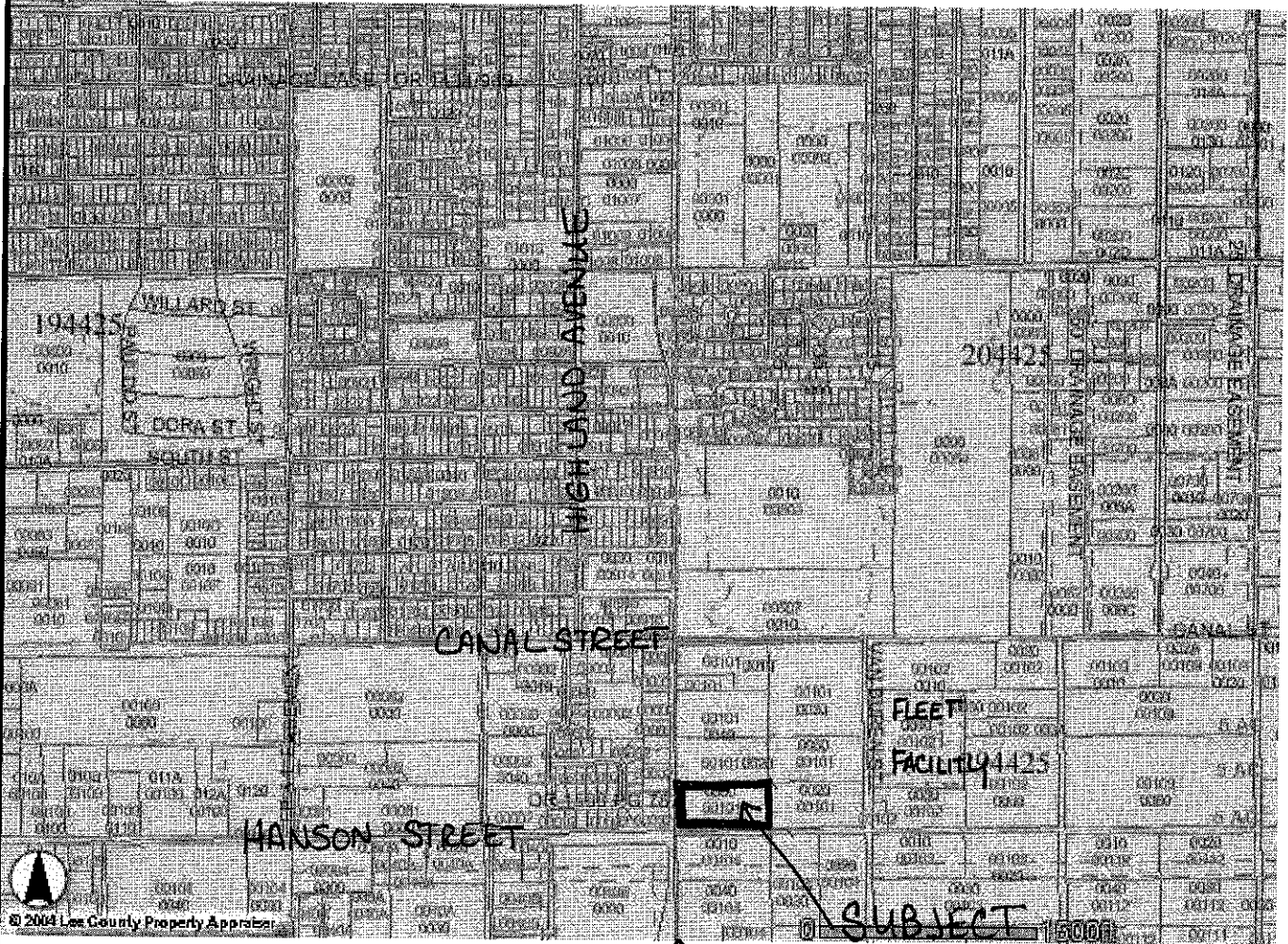
Date: *4/30/04*

Time: *4:25*

Forwarded To:
City of Fort Myers
5/3/04

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

Location Map



Parcel 105

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 105
STRAP No.: 29-44-25-P1-00101.0080

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 **Press Printing Enterprises, Inc. a Florida corporation**; 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 **24,139 square feet** more or less, and located at 3601 Hanson Street, 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 **One hundred ninety thousand nine hundred and no/100 dollars (\$190,900.00)**, 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 **\$190,900.00**, 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:

**Press Printing Enterprises, Inc. a
Florida Corporation**

Carl Luetlich, Vice President

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)



January 15, 2003

DESCRIPTION

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

(REVISED) PARCEL NO. 105A

PARENT STRAP NO. 29-44-25-01-00001.0080

A tract or parcel of land located in Lot 8, 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 8 run N 88° 58' 52" E along the north line of said Lot 8 for 48.94 feet; thence run S 05° 18' 52" W for 1.97 feet; thence run S 00° 56' 54" E for 279.90 feet; thence run S 45° 59' 33" E for 40.00 feet to an intersection with the south line of said Lot 8; thence run S 89° 00' 27" W along said south line for 75.58 feet to an intersection with the west line of said Lot 8; thence run N 01° 12' 56" W for 310.12 feet to the Point of Beginning.

Parcel contains 15,286 square feet, more or less.

Bearings hereinabove mentioned are based on the south line of Lot 8, 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° 00' 27" E.

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

19991321\Parcel No. 105A-011503



January 15, 2003

DESCRIPTION

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

(REVISED) PARCEL NO. 105-B

PARENT STRAP NO. 29-44-25-01-00001.0080

A tract or parcel of land located in Lot 8, 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:

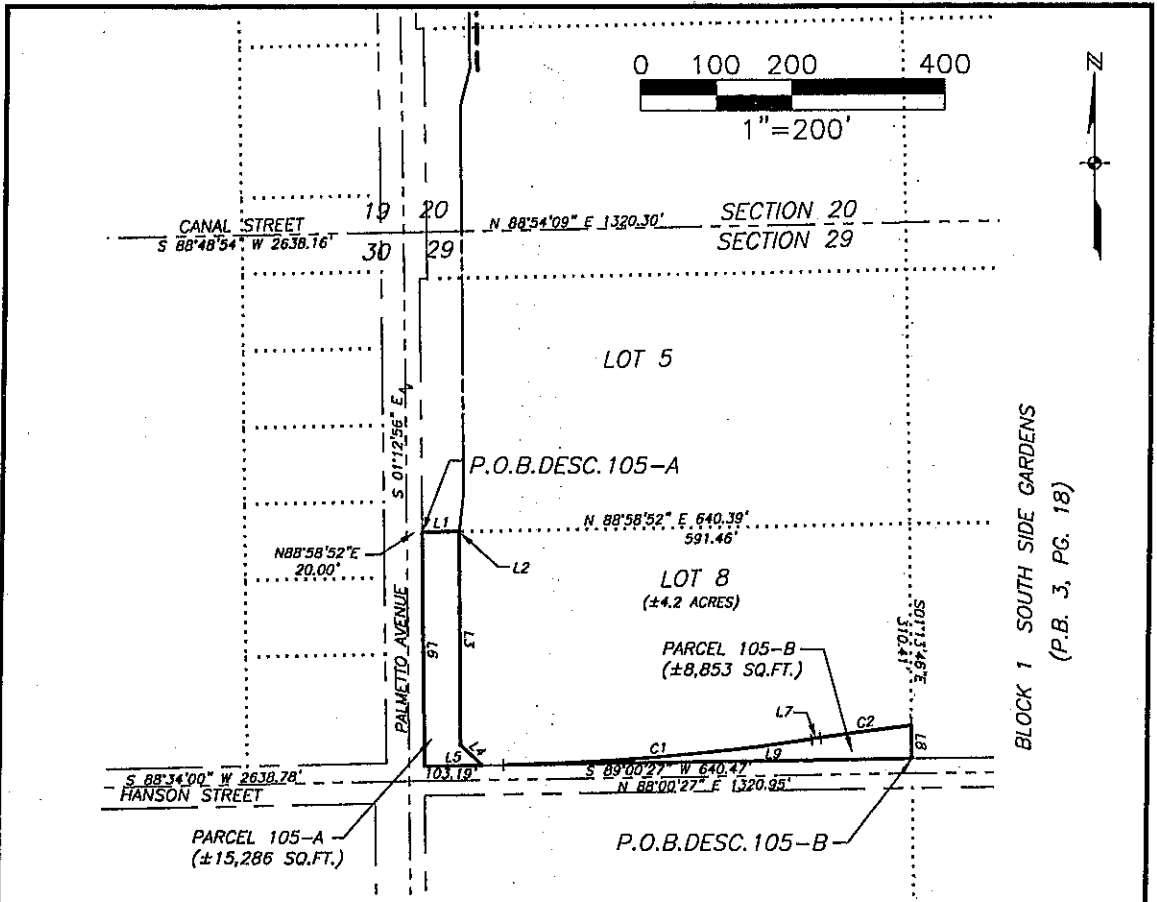
From the southeast corner of said Lot 8 run S 89° 00' 27" W along the south line of said Lot 8 for 537.28 feet to an intersection with a non-tangent curve; thence run along the arc of a curve to the left of radius 2950.00 feet (chord bearing N 84° 56' 45" E) (chord 406.51 feet) (delta 07° 54' 06") for 406.83 feet to a point of tangency; thence run N 80° 59' 42" E for 11.77 feet to a point of curvature; thence run easterly and northeasterly along the arc of a curve to the right of radius 3050.00 feet (chord bearing N 82° 07' 47" E) (chord 120.82 feet) (delta 02° 16' 11") for 120.82 feet to an intersection with the east line of said Lot 8; thence run along said east line S 01° 13' 46" E for 44.90 to the southeast corner of said lot and the Point of Beginning.

Parcel contains 8,853 square feet, more or less.

Bearings hereinabove mentioned are based on the south line of Lot 8, 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° 00' 27" E.

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

19991321\Parcel No. 105B-011503



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
- SQ. FT. = SQUARE FEET

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	7°54'06"	2950.00	406.83	406.51	N84°56'45"E
C2	2°16'11"	3050.00	120.83	120.82	S82°07'47"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.94	N88°58'52"E
L2	1.97	S05°18'52"W
L3	279.90	S00°56'54"E
L4	40.00	S45°59'33"E
L5	75.58	S89°00'27"W
L6	310.12	N01°12'56"W
L7	11.77	N80°59'42"E
L8	44.90	S01°13'46"E
L9	537.28	S89°00'27"W

NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 8, BLOCK 1, SOUTH SIDE GARDENS AS RECORDED IN PLAT BOOK 3 AT PAGE 18, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA TO BEAR N88°00'27"E.
2. PARCEL 105 A CONTAINS 15,286 SQUARE FEET, PARCEL 105 B CONTAINS 8,853 SQUARE FEET, MORE OR LESS.

THIS IS NOT A SURVEY

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM—L.B.642)
 PROFESSIONAL SURVEY 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.

REVISED: 1/29/03 CHANGED RIGHT OF WAY LINE

PARCELS NO. 105 A & 105 B (REVISED)

PARENT STRAP NO. 29-44-25-01-00001.0080

PART OF LOT 8, 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
08-19-02	19991321	29-44-25	1"=200'	1

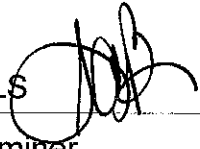
S:\19991321\Surveying\unfocad\Legal Sketches\Desc-105(REVISED).dwg (Layout1) by Jan 29, 2003 - 1:31pm

Division of County Lands

Updated In House Title Search
Search No. 21880/D
Date: July 5, 2002
Parcel: 105
Project: Palmetto Avenue
Extension Project #4073

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

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



No charges as of 4/15/04
She

STRAP: 29-44-25-01-00001.0080

An update has been requested of In House Title Search No. 21880/D 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: Lot 8, Block 1, South Side Gardens Subdivision, as recorded in Plat Book 3, Page 18, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Press Printing Enterprises, Inc., a Florida corporation.

by that certain instrument dated May 30, 1997, recorded January 16, 1998, in Official Record Book 2910, Page 3048, Public Records of Lee County, Florida.

Subject to:

1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
2. Mortgage, Security Agreement and Assignment of Rents executed by Press Printing Enterprises, Inc., a Florida corporation, Larry Luettich, Carl Luettich and Edwin Luettich, to First National Bank of Florida, d/b/a First National Bank of Fort Myers, dated July 19, 2001, recorded July 23, 2001 in Official Record Book 3454, Page 1995, Public Records of Lee County, Florida.

Tax Status: 2001 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.

HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

April 13, 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: 02-03-03.105
Project: Veronica S. Shoemaker Blvd.
Formerly Palmetto Avenue Extension
Project No. 4073, Parcel 105
Owner: Press Printing Enterprises, Inc.
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**, containing 198,702 square feet or 4.562 acres of gross land area, is rectangular and is located at the northeast corner of Veronica S. Shoemaker Blvd. and Hanson St. in Fort Myers, Lee County, Florida. The parent tract has 310.12 feet of frontage along Veronica S. Shoemaker Blvd. and 640.47 feet of frontage along Hanson St. The property is zoned IL, Light Industrial district 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 "as vacant" for future industrial development.

The parent tract is improved with a one story concrete block industrial building with overhead doors. The owner occupied building contains 22,572 square feet of enclosed area and was constructed in 1968 with additions added in subsequent years. Some of the more significant site improvements include blacktop pavement areas and chain link fencing. It is the appraisers' opinion that the highest and best use of the subject property "as improved" is for continued utilization as an industrial building. These improvements represent the highest and best use but are an under utilization of the site due to the estimated 101,814 square feet of excess land.

One **partial acquisition area** identified as Parcel 105A (Fee Taking) contains 15,286 square feet. It is a proposed fee simple acquisition for road right-of-way and various improvements for Veronica S. Shoemaker Blvd. It is an almost rectangular tract located along the westerly portion of the parent tract. Parcel 105A has a west side along the existing right-of way of Veronica S. Shoemaker Blvd. of 310.12 feet, an east side along the proposed easterly right-of-way of Veronica S. Shoemaker Blvd. of 279.90 feet with an additional 40.00 feet "corner clip" as it approaches Hanson St. It also has 48.94 feet along its north side and 75.58 feet along its south side. Improvements observed within this partial acquisition area include 130 linear feet of six foot high chain link fencing with three strand barbed wire and 8,287 square feet of pavement.

Another **partial acquisition area** identified as Parcel 105B (Fee Taking) contains 8,853 square feet. It is a proposed fee simple acquisition for ditch improvements for Hanson St. It is a triangular tract located along a part of the southerly portion of the parent tract. Parcel 105B has a south side along the existing right-of way of Hanson St. of 537.28 feet, a north side along the proposed northerly right-of-way of Hanson St. of 539.43 feet and an east side of 44.90 feet.

The **remainder property** contains 174,563 square feet or 4.007 acres. The remainder property, similar to the parent tract before the taking, has an almost rectangular shape. Its frontage along the proposed eastern right-of-way of Veronica S. Shoemaker Blvd. is 279.90 feet exclusive of the corner clip and along the proposed northerly right-of-way of Hanson St. is 567.04 feet. As a result of the impacts and affects associated with the partial takings, it is the appraisers opinion that the highest and best use of the remainder property is estimated for demolition of the remainder improvements and utilization of the subject site in accordance with its highest and best use "as vacant".

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 acquisition), as of March 8, 2004, is:

<u>Parcels</u>	<u>105A</u>	<u>105B</u>	<u>Total</u>
• Land Taken:	\$ 30,600	\$ 17,700	\$ 48,300
• Improvements Taken:	<u>10,700</u>	<u>0</u>	<u>10,700</u>
• Part Taken:	\$ 41,300	\$ 17,700	\$ 59,000
• Damages, Incurable:	0	0	0
• Net Cost to Cure:	<u>121,900</u>	<u>0</u>	<u>121,900</u>
TOTAL AMOUNT DUE:	\$ 163,200	\$ 17,700	\$180,900

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, CRE, CCIM
 St. Cert. Gen. REA RZ 1003



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

5-Year Sales History

Parcel No. 105

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.



LEE COUNTY SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

Writer's Direct Dial Number: 239.479.8505
239.479.8391 FAX

Bob James
District One

VIA FAX TO 332-6804

Douglas R. St. Cemy
District Two

April 26, 2004

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 O. Stilwell
County Manager

RE: **PARCEL 105, PALMETTO EXTENSION PROJECT**
Request for review and sign-off on acquisition proposal

James G. Yauger
County Attorney

Dear Saeed:

Diana M. Parker
County Hearing Examiner

The appraisal for parcel 105 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 105
Property Owner: Press Printing Enterprises, Inc., a Florida Corporation
Appraiser: Hanson Real Estate Advisors, Inc.
Appraisal Date: March 8, 2004
Appraised Amount: \$180,900
Binding Offer Amount: \$180,900

Binding Offer Approved:

Funds are available in account:

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

S:\POOL\Palmetto\Ext\Correspondence\105 City Engineer Approval.wpd

