

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

Blue Sheet No. 20040894

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$53,800 for Parcels 125 - 129, 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

C6D

3. MEETING DATE: *08-03-2004*

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 7-8-04*
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: 4,575 square feet of fee interest in improved property

Property Details:

Owner: Healthy Choice Ministries, Inc.
STRAP No.: 20-44-25-P4-00501.0010; .0020; .0030; .0050; .0060

Purchase Details:

Binding Offer Amount: \$53,800

Appraisal Information:

Company: Carlson, Norris and Associates, Inc.
Appraised Value: \$52,800

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. Forsyth</i>			<i>7/14/04 KLF</i>	<i>7/19/04 KLF</i>	<i>OA 7-19-04</i>	<i>OM 7/27/04</i>	<i>Risk 7/19/04</i>	<i>GC 7/19/04</i>
								<i>7/19/04</i>

10. COMMISSION ACTION:

- APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
Date: *7/19/04*
Time: *2:05 PM*
Forwarded To:
*Cc. Acctm.
7/19/04 11AM*

RECEIVED BY
COUNTY ADMIN: *[Signature]*
7/19/04
3:00 PM
COUNTY ADMIN
FORWARDED TO: *PR*
7/20/04
5 PM

This document prepared by
Lee County Division of County Lands
Project: Veronica S. Shoemaker Blvd. Extension Project #4073
Parcel: 125 - 129
STRAP No.: 20-44-25-P4-00501.0010 thru .0060

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 _____, 2003 by and between **Healthy Choice Ministries, Inc. a Florida Non-Profit Corporation** hereinafter referred to as SELLER, whose address is 3502 Edison Avenue, Fort Myers, FL 33916, 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 4,575 square feet more or less, and a temporary slope/construction easement consisting of 3,050 square feet more or less, and located at 3502 Edison Avenue, Fort Myers, Florida, 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 **Fifty-Three Thousand Eight Hundred and no/100 dollars (\$53,800.00)**, 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 **\$53,800.00**, 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:** The purchase price is inclusive of all costs to cure the remainder property of deficiencies in parking and access created by the acquisition.

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Healthy Choice Ministries, Inc.
A Florida Non-Profit Corporation

Lynda VanBibber, President (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)

This document prepared by
Lee County Division of County Lands
Project: Veronica S. Shoemaker Blvd. Extension Project #4073
Parcel: 125 - 129
STRAP No.: 20-44-25-P4-0(1501.0010 thru .0060

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

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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 4,575 square feet more or less, and a temporary slope/construction easement consisting of 3,050 square feet more or less, and located at 3502 Edison Avenue, Fort Myers, Florida, 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 **Fifty-Two Thousand Eight Hundred and no/100 dollars (\$52,800.00)**, 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.

Agreement for Purchase and Sale of Real Estate
Page 2 of 5

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 \$52,800.00, 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.

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- (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,~~ ^{h.o.}
- (e) SELLER'S attorney fees, if any.

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Agreement for Purchase and Sale of Real Estate

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Agreement for Purchase and Sale of Real Estate
Page 4 of 5

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Agreement for Purchase and Sale of Real Estate
Page 5 of 5

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WITNESSES:

SELLER:

Healthy Choice Ministries, Inc.
A Florida Non-Profit Corporation

Lynda VanBibber
Lynda VanBibber, President (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)

David M. Boyall
Charlie Green

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

January 15, 2003

DESCRIPTION

**PARCEL IN
SECTION 20, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

REVISED PARCEL NOS. 125 - 129

**PARENT STRAP NO.S
20-44-25-P4-00501.0010
20-44-25-P4-00501.0020
20-44-25-P4-00501.0030
20-44-25-P4-00501.0050
20-44-25-P4-00501.0060**

A tract or parcel of land being part of Lots 1 through 6, Block 1 as shown on the Plat of Fort Myers Estates, Addition 2 recorded in Plat Book 8 at Page 7 of the Public Records of Lee County, Florida and lying in Section 20, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida described as follows:

Beginning at northwest corner of said Lot 1 run North 88° 44' 26" East along the north line of said Lots 1-6 for 305.00 feet to an intersection with the east line of said Lot 6; thence run South 00° 58' 24" East along said east line for 15.00 feet; thence run South 88° 44' 26" West parallel with and 15.00 feet south of (as measured on a perpendicular) said north line for 305.00 feet to an intersection with the west line of said Lot 1; thence run North 00° 58' 24" West along said west line for 15.00 feet to the Point of Beginning.

Parcel Contains 4,575 square feet, more or less.

Bearings hereinabove mentioned are based on said west line of the Southwest Quarter (SW-1/4) of Section 20, Township 44 South, Range 25 East to bear South 00° 58' 24" East.

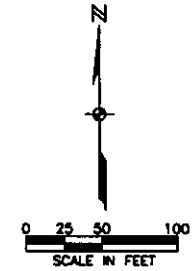
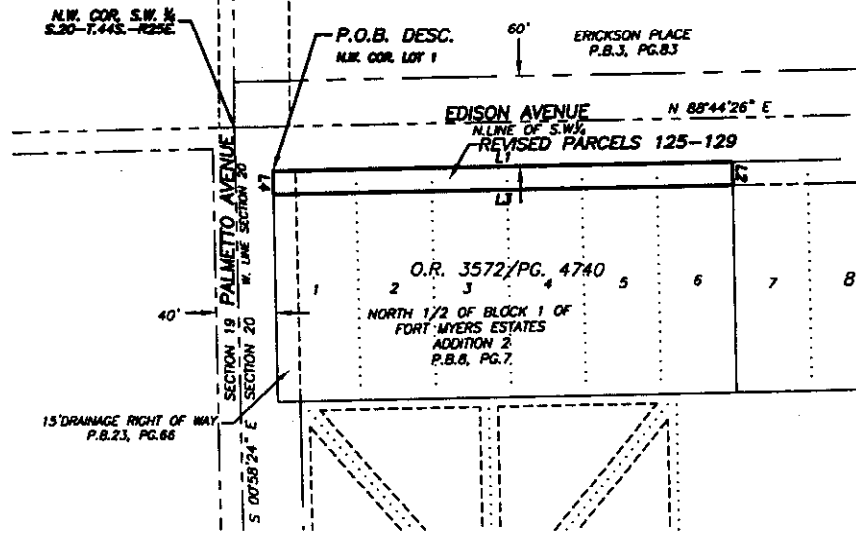


Mark G. Wentzel (For The Firm EB-642)
Professional Land Surveyor
Florida Certificate No. 5247

19991321/Parcel 125 011503

.\19991321\Surveying\autoacad\Legal Sketches\Drawn\REVISED.dwg (Layout) rfm Feb 25, 2003 - 1:56pm

- 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



LINE TABLE		
LINE	LENGTH	BEARING
L1	305.00	N88°44'26\"E
L2	15.00	S00°58'24\"E
L3	305.00	S88°44'26\"W
L4	15.00	N00°58'24\"W

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: 2/25/3

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

NOTES:

1. BEARINGS ARE BASED ON THE WEST LINE OF THE S.W.1/4 OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING S00°58'24\"E.
2. PARCEL CONTAINS 4,575 SQUARE FEET, MORE OR LESS.

PARCEL NOS. 125-129 (REVISED)

- PARENT STRAP NO.s
- 20-44-25-P4-00501.0010
 - 20-44-25-P4-00501.0020
 - 20-44-25-P4-00501.0030
 - 20-44-25-P4-00501.0050
 - 20-44-25-P4-00501.0060

PART OF LOTS 1-6, BLOCK 1
 FORT MYERS ESTATES, ADDITION 2
 (PLAT BOOK 8, PAGE 7, LEE COUNTY RECORDS)
 SECTION 20, T.44 S., R.25 E.
 CITY OF FORT MYERS
 LEE COUNTY, FLORIDA



3501 DEL PRADO BOULEVARD
 SUITE 110
 CAPE CORAL, FLORIDA 33904
 PHONE (841) 334-0048
 FAX (841) 641-1383
 E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01-15-03	19991321	20-44-25	1\"=100'	1

Exhibit "A"

Division of County Lands

In House Title Search

Search No.22190

Date: July 31, 2002

Parcel: 125

Project: Palmetto Extension Project

#4073

To: Michele S. McNeill, SR/WA

Property Acquisition Agent

From: Linda K. Fleming, CLS, SR/WA *AKJ*

Real Estate Title Examiner

STRAP: 20-44-25-P4-00501.0010

This search covers the period of time from January 1, 1940, at 8:00 a.m. to July 17, 2002, at 5:00 p.m.

Subject Property: Lot 1, Block 1, of that certain subdivision known as Fort Myers Estates, Addition 2, according to the map or plat thereof on file and recorded in the Office of the Clerk of Circuit Court of Lee County, Florida, in Plat Book 8, Page 7.

SW No changes as of 6/3/04

Title to the subject property is vested in the following:

Healthy Choice Ministries, Inc., a Florida non-profit corporation

by that certain instrument dated January 31, 2002, recorded February 5, 2002, in Official Records Book 3572, Page 4740, 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 executed by Healthy Choice Ministries, Inc. in favor of Riverside Bank of the Gulf Coast, dated January 31, 2002, recorded February 5, 2002, in Official Record Book 3572, Page 4741, Public Records of Lee County, Florida.
3. Five Foot (5') easement along the rear of the subject property for public utilities, as recited on recorded plat.
4. U.C.C. between Ray West and Nervernan West and Sound Mortgage Corporation, recorded October 7, 1999 in Official Record Book 3176, Page 276, Public Records of Lee County, Florida.

No search has been made regarding the status of liens and/or assessments levied by the City of Fort Myers.

Division of County Lands

In House Title Search

Search No.22190

Date: July 31, 2002

Parcel: 125

Project: Palmetto Extension Project

#4073

3

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.

Division of County Lands


In House Title Search

Search No. 22082
Date: June 26, 2002
Parcel: 126
Project: Palmetto Avenue Extension
Project 4072

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

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

STRAP: 20-44-25-P4-00501.0020

This search covers the period of time from January 1, 1940, at 8:00 a.m. to June 13, 2002, at 5:00 p.m. 

No charges as of 6-3-04

Subject Property: Lot 2, Block 1, of that certain subdivision known as Fort Myers Estates, Addition 2, according to the map or plat thereof on file and recorded in the Office of the Clerk of Circuit Court of Lee County, Florida, in Plat Book 8, Page 7.

Title to the subject property is vested in the following:

Healthy Choice Ministries, Inc., a Florida non-profit corporation

by that certain instrument dated January 31, 2002, recorded February 5, 2002, in Official Records Book 3572, Page 4740, 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.
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3. Five Foot (5') easement along the rear of the subject property for public utilities, as recited on recorded plat.

No search has been made regarding the status of liens and/or assessments levied by the City of Fort Myers.

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.

Division of County Lands

In House Title Search

Search No. 22083

Date: June 25, 2002

Parcel: 127

Project: Palmetto Avenue Extension


Project 4072

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

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

STRAP: 20-44-25-P4-00501.0030

This search covers the period of time from January 1, 1940, at 8:00 a.m. to June 16, 2002, at 5:00 p.m.

No charges as of 6/3/04


Subject Property: Lots 3 and 4, Block 1, of that certain subdivision known as Fort Myers Estates, Addition 2, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 8, Page 7.

Title to the subject property is vested in the following:

Healthy Choice Ministries, Inc., a Florida non-profit corporation

by that certain instrument dated January 31, 2002, recorded February 5, 2002, in Official Record Book 3572, Page 4740, 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 executed by Healthy Choice Ministries, Inc. in favor of Riverside Bank of the Gulf Coast, dated January 31, 2002, recorded February 5, 2002, in Official Record Book 3572, Page 4741, Public Records of Lee County, Florida.
3. Five foot (5') easement along the rear of subject property, as recited on recorded plat.

No search has been made regarding the status of any liens and/or assessments levied by the City of Fort Myers.

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.

Division of County Lands

In House Title Search

Search No. 22084

Date: June 25, 2002

Parcel: 128

Project: Palmetto Avenue Extension

Project 4072

To: Michele S. McNeill, SRWA
Property Acquisition Agent

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

STRAP: 20-44-25-P4-00501.0050

This search covers the period of time from January 1, 1940, at 8:00 a.m. to June 16, 2002 at 5:00 p.m.

Subject Property: Lot 5, Block 1, of that certain subdivision known as Fort Myers Estates, Addition 2, according to the map or plat thereof on file and recorded in the Office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 8, Page 7.

Title to the subject property is vested in the following:

*No changes
as of 6/3/04
EE*

Healthy Choice Ministries, Inc., a Florida non-profit corporation

by that certain instrument dated January 31, 2002, recorded February 5, 2002, in Official Record Book 3572, Page 4740, 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 executed by Healthy Choice Ministries, in favor of Riverside Bank of the Gulf Coast, dated January 31, 2002, recorded February 5, 2002, in Official Record Book 3572, Page 4741, Public Records of Lee County, Florida.
3. Five foot (5') easement along the rear boundary for public utilities, as recited on recorded plat.

No search has been made regarding the status of liens and/or assessments levied by the City of Fort Myers.

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.

Division of County Lands

Updated In House Title Search

Search No. 22085
Date: July 17, 2002
Parcel: 129
Project: Palmetto Avenue Extension
Project 4073

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

From: Linda K. Fleming, CLS, SR/WA *LKF*
Real Estate Title Examiner

STRAP: 20-44-25-P4-00501.0060

This search covers the period of time from January 1, 1940, at 8:00 a.m. to July 8, 2002 at 5:00 p.m.

Subject Property: Lot 6, Block 1, Fort Myers Estates, Addition 2, according to the plat thereof, as recorded in Plat Book 8, Page 7, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

*No changes
as of 6/3/04
JCF*

Healthy Choice Ministries, Inc., a Florida non-profit corporation

by that certain instrument dated January 31, 2002, recorded February 5, 2002, in Official Record Book 3572, Page 4740, 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 executed by Healthy Choice Ministries, Inc. in favor of Riverside Bank of the Gulf Coast, dated January 31, 2002, recorded February 5, 2002, in Official Record Book 3572, Page 4741, Public Records of Lee County, Florida.
3. Five foot (5') easement along the rear boundary of subject property, as recited on recorded plat of the subdivision.

No search has been made regarding the status of liens and/or assessments levied by the City of Fort Myers.

Tax Status: ³2001 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.

Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

C. William Carlson, MAI, SRA
State Certified General Appraiser #0000667
ccarl1@hotmail.com

J. Lee Norris, MAI, SRA
State Certified General Appraiser #0000643
leenor56@hotmail.com

April 29, 2004

Lee County/City of Fort Myers
P.O. Box 398
Fort Myers, Florida 33902
Attention: Robert Clemens, Project Acquisition Manager

Re: Partial Take
Parcels 125-129, Veronica S. Shoemaker Boulevard
Fort Myers, Florida

Dear Mr. Clemens:

Pursuant to your request we have inspected the above referenced subject property for the purpose of estimating the market value of the larger parcel, the value of the part taken as well as damages to the existing improvements. The result of this analysis is an estimate of the total value of all rights to be acquired in the subject property.

The parent tract is located on the south side of Edison Avenue. The property has a mailing address of 3502-3520 Edison Avenue, Fort Myers, Florida. The property consists of 44,250 square feet of site area. The site is currently improved with three duplex properties, each containing two bedrooms and one bathroom per unit.

The part taken or being acquired for this portion of the right of way project consists of acquiring an additional 15 feet of the frontage along the south side of Edison Avenue for a total area of 4,425 square feet.

This analysis has utilized the most current market value definition which is contained within the attached appraisal report. The site is being valued under market conditions existing as of the last date of physical inspection of the property. As per your request this is a **Complete-Summary Appraisal Report** which presents summary data and analysis that was used in the appraisal process to develop the appraiser's opinion of value. As this is a complete appraisal, the departure provision of the Uniform Standards of Professional Appraisal Practice was not invoked.

Based on market conditions existing as of the date of appraisal and in consideration of the property as it existed on this date, it is our opinion the subject property (including a partial take and damages) warrants a market value for the total rights taken as of April 29, 2004 of:

FIFTY TWO THOUSAND EIGHT HUNDRED DOLLARS (\$52,800.00).

This value includes a total of \$2,900 for the actual land acquired with an additional \$49,900 in damages to the three duplexes. This includes the total value of the improvements associated with duplex number one or \$49,100 as well as the damages to duplexes two and three caused by the elimination of sidewalks in front of the buildings with a value of \$400 or a total of \$800. The value of \$52,800 represents all property rights to be acquired including all legally compensable diminution in value to the remaining land.

1919 Courtney Drive, Suite 14, Fort Myers, Florida 33901
239-936-1991 FAX 239-936-7359 carlsonnorris.com

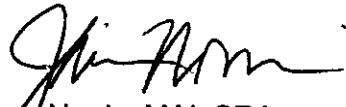
Mr. Robert Clemens
April 29, 2004
Page 2

This report is made subject to certain assumptions and limiting conditions as set forth in the body of the appraisal. The analyst was engaged by the Lee County Government in association with the City of Fort Myers to prepare the appraisal of the subject property.

If you should have any questions relating to this or any other matter, please do not hesitate to call upon us.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "J. Lee Norris", is written over the typed name below.

J. Lee Norris, MAI, SRA
State Certified General Appraiser #0000643

JLN/lkm

5-Year Sales History

Parcel No. 125 - 129

Veronica S. Shoemaker Blvd. Extension Project, No. 4073

Grantor	Grantee	Price	Date	Arms Length Y/N
Ray West and NeVERNAN West H/W	Healthy Choice Ministries, Inc. a Florida Corporation	\$117,000	1/31/02	Y

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



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

239.479.8505
239.479.8391 FAX

Writer's Direct Dial Number: _____

Bob Janes
District One

VIA FAX TO 332-6604

Douglas R. St. Cerny
District Two

June 22, 2004

Ray Judah
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

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

RE: PARCEL 125-129, PALMETTO EXTENSION PROJECT
Request for review and sign-off on acquisition proposal

Dear Saeed:

The appraisal for parcel 125-129 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 125-129

Property Owner: Healthy Choice Ministries, Inc.
Appraiser: Carlson, Norris and Associates, Inc.
Appraisal Date: 4/29/04
Appraised Amount: \$52,800
Binding Offer Amount: \$53,800

Binding Offer Approved:

Funds are available in account:

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