

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

Blue Sheet No. 20040936

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$286,800 for Parcel 110, 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

C6B

3. MEETING DATE: *08-17-2004*

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 7-27-04*
 BY: *Karen L. W. Forsyth, Director*

7. BACKGROUND:
Negotiated for: Department of Transportation and the City of Fort Myers
Interest to Acquire: 16,395 square feet of fee interest and 7,905 square feet of drainage easement in improved property
Property Details:
Owner: Lawrence G. Pelliccione and Danee T. Pelliccione, as Co-Trustees of the Lawrence G. and Danee T. Pelliccione Trust u/t/d November 30, 1989
STRAP No.: 29-44-25-P1-00101.0040
Purchase Details:
Binding Offer Amount: \$286,800
Appraisal Information:
Company: Hanson Real Estate Advisors, Inc.
Appraised Value: \$260,800
Staff Recommendation: Staff is of the opinion that the purchase price increase of \$26,000 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$23,000 - \$45,000 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: Justification Sheet; 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>7/30/04 HIS</i>	<i>7/30/04 HIS</i>	<i>OA 8-2-04</i>	<i>COM 8/4/04</i>	<i>Risk 8/2/04</i>	<i>GC 8/3/04</i>	<i>HIS 8/4/04</i>

10. COMMISSION ACTION:

APPROVED
 DENIED
 DEFERRED
 OTHER

Rec. by CoAtty
 Date: *7/30/04*
 Time: *1:08 pm*
 Forwarded To:
*CC - Adm.
8/2/04 10:17am*

RECEIVED BY
 COUNTY ADMIN: *GM*
8/2/04
 COUNTY ADMIN
 FORWARDED TO: *PL*
8/5/04
9:15 AM

HS

Justification Sheet for Binding Offer

Potential Costs

	County	Owner
Appraiser	\$3,000 - \$5,000	\$5,000 - \$10,000
Planner/Engineering Study	\$5,000 - \$10,000	\$10,000 - \$20,000
Assuming 10% increase above county offer		\$26,000
Attorney Fees		\$8,580
TOTALS	\$8,000 - \$15,000	\$49,580 - \$64,580

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 **Lawrence G. Pelliccione and Danee T. Pelliccione, as co-trustees of the Lawrence G. and Danee T. Pelliccione Trust, utd November 30, 1989**; hereinafter referred to as SELLER, whose address is **6029 Higgins Avenue, Ft. Myers, FL 33905**, 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 **16,395 square feet** of fee interest and 7,905 square feet of drainage easement more or less, and located at 3560 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 **Two hundred eighty-six thousand eight hundred and no/100 dollars (\$286,800.00)**, 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 **\$286,800.00**, 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:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

**Lawrence G. and Danee T. Pelliccione
Trust, utd November 30, 1989**

Lawrence G. Pelliccione, Co-Trustee

Danee T. Pelliccione, Co-Trustee

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)

AUGUST 19, 2002

DESCRIPTION

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

PARCEL NO. 110

PARENT STRAP NO. 29-44-25-01-00001.0040

A tract or parcel of land located in Lot 4, 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 4 run N 88° 55' 43" E along the north line of said Lot 4 for 60.01 feet; thence run S 01° 13' 00" E for 55.26 feet; thence run S 13° 34' 39" W for 51.69 feet; thence run S 00° 56' 54" E for 224.88 feet to an intersection with the south line of said Lot 4; thence run S 88° 57' 18" W along said south line for 45.76 feet to an intersection with the west line of said Lot 4; thence run N 01° 12' 56" W along said west line for 330.12 feet to the Point of Beginning.

Parcel contains 16,395 square feet, more or less.

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

Bearings hereinabove mentioned are based on the west line of Section 29, Township 44 South, Range 25 East to bear S 01° 12' 56" E.

Mark G. Wentzel

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

uc:\1999\1321\surveying\subarea\leaf Sketches\Parcel 110.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:**
- SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
 - BEARINGS ARE BASED ON THE EAST LINE OF SECTION 30, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING S01°12'56"E.
 - PARCEL CONTAINS 16395 SQUARE FEET, MORE OR LESS.

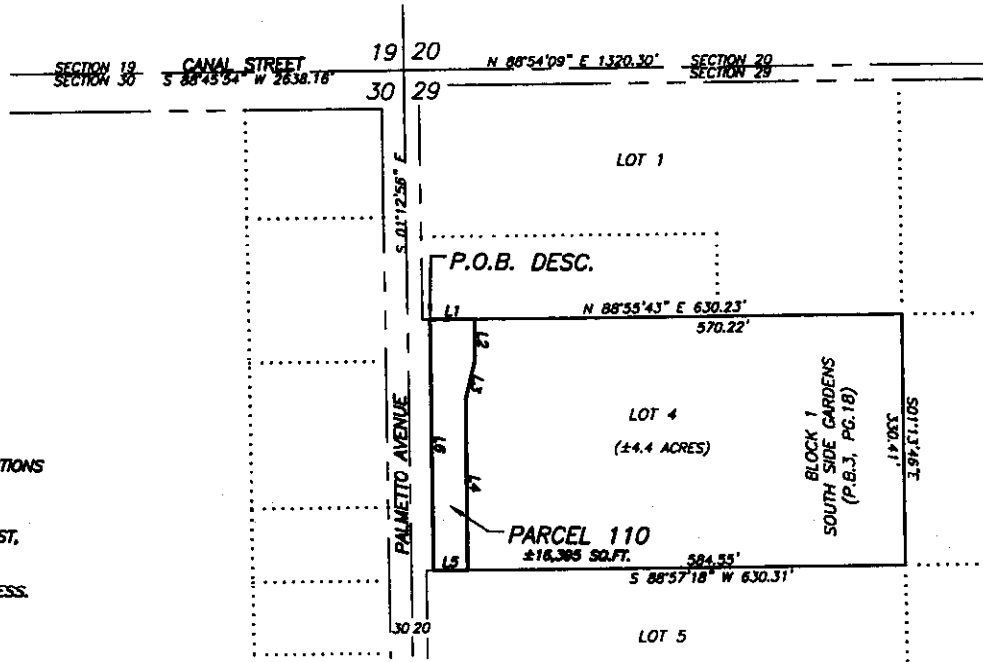
THIS IS NOT A SURVEY

Mark G. Wentzel

MARK G. WENTZEL (FOR THE FIRM—L.B.#42)
PROFESSIONAL SURVEY AND MAPPER
FLORIDA CERTIFICATE NO. 9247

DATE SIGNED: 8/21/02

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



LINE TABLE		
LINE	LENGTH	BEARING
L1	60.01	N88°55'43"E
L2	55.26	S01°12'56"E
L3	51.69	S13°34'39"W
L4	224.88	S07°56'34"E
L5	45.78	S88°57'18"W
L6	330.12	N01°12'56"W

PARCEL NO. 110
 PARENT STRAP NO. 29-44-25-01-00001.0040
 PART OF LOT 4, 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

Parcel 110 DE

AUGUST 19, 2002

DESCRIPTION

**DRAINAGE EASEMENT
SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

A tract or parcel of land for drainage easement purposes located in Lot 4, 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 4 run N 88° 55' 43" E along the north line of said lot for 60.01 feet to the Point of Beginning.

From said Point of Beginning continue N 88° 55' 43" E along said north line for 30.00 feet; thence run S 01° 13' 00" E for 59.07 feet; thence run S 13° 34' 39" W for 49.99 feet; thence run S 00° 56' 54" E for 16.96 feet; thence run S 88° 47' 04" W for 10.45 feet; thence run S 00° 56' 54" E for 205.73 feet to an intersection with the south line of said Lot 4; thence run S 88° 57' 18" W along said south line for 20.00 feet; thence run N 00° 56' 54" W for 224.88; thence run N 13° 34' 39" E for 51.69 feet; thence run N 01° 13' 00" W for 55.26 feet to an intersection with said north line and the Point of Beginning.

Parcel contains 7,905 square feet, more or less.

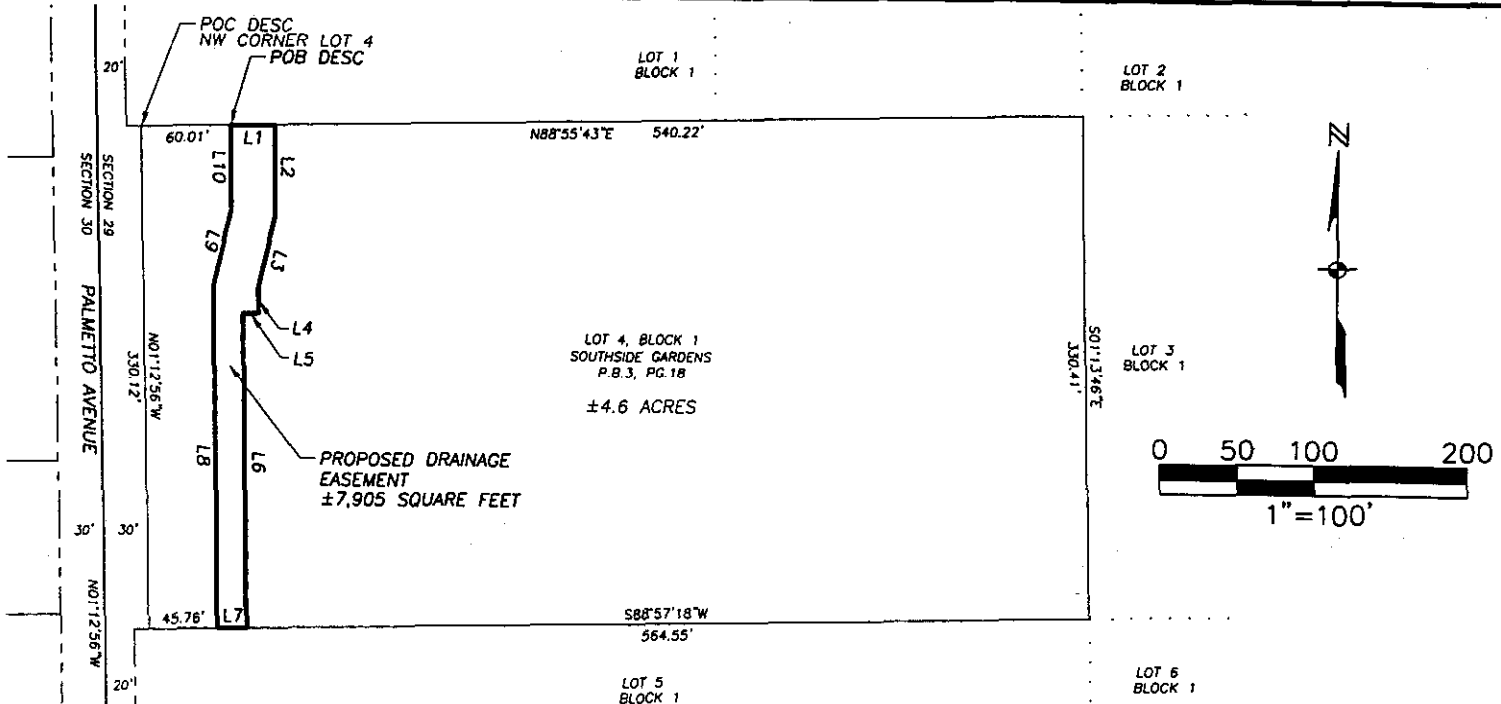
SUBJECT TO easements, reservations, restrictions and right-of-ways of record. Bearings hereinabove mentioned are based on the north line of Lot 4, Block 1, South Side Gardens as recorded in Plat Book 3 at Page 18, of the Public Records of Lee County, Florida to bear N 88° 55' 43" E.

Mark G. Wentzel

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

19991321\Parcel No. 110 -Drainage Easement 081902

LINE TABLE		
LINE	LENGTH	BEARING
L1	30.00	N88°55'43"E
L2	59.07	S01°13'00"E
L3	49.99	S13°34'39"W
L4	16.96	S00°56'54"E
L5	10.45	S88°47'04"W
L6	205.73	S00°56'54"E
L7	20.00	S88°57'18"W
L8	224.88	N00°56'54"W
L9	51.69	N13°34'39"E
L10	55.26	N01°13'00"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: 8/21/02

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

NOTES:

1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
2. BEARINGS ARE BASED ON THE NORTH LINE OF LOT 4, BLOCK 1 OF SOUTHSIDE GARDENS, PB 3, PG 18 AS RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY FLORIDA, AS BEING N 88°55'43"E.
3. PARCEL CONTAINS 7,905 SQUARE FEET MORE OR LESS.
4. POC = POINT OF COMMENCEMENT
5. POB = POINT OF BEGINNING
6. PB = PLAT BOOK
7. PG = PAGE

DRAINAGE EASEMENT
PART OF LOT 4, BLOCK 1
SOUTHSIDE GARDENS
SUBDIVISION
(PLAT BOOK 3, PAGE 18,
LEE COUNTY RECORDS)
SECTION 29, T.44 S., R.25 E.
LEE COUNTY, FLORIDA

PALMETTO AVENUE EXTENSION
PROPOSED DRAINAGE EASEMENT

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
08-19-02	19991321	29-44-25	1"=100'	1

Division of County Lands

Updated In House Title Search

Search No. 21880/B
Date: July 5, 2002
Parcel: 110
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 change as of 6/23/04

STRAP: 29-44-25-01-00001.0040

An update has been requested of In House Title Search No. 21880/B which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through June 24, 2002, at 5:00 p.m.

Subject Property: Lot 4, Block 1, South Side Gardens, in Section 29, Township 44 South, Range 25 East, according to the map or plat thereof on file and recorded in Plat Book 3, Page 18, Public Records of Lee County Florida, less the West 10 feet for road right of way.

Title to the subject property is vested in the following:

Lawrence G. Pelliccione and Danee T. Pelliccione, as Co-Trustees of the Lawrence G. and Danee T. Pelliccione Trust u/t/d November 30, 1989

by that certain instrument dated December 13, 1989, recorded December 19, 1989, in Official Record Book 2116, Page 821, 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 Lawrence G. Pelliccione, a divorced man in favor of John Gilbert Bail Bonds, Inc. of Fort Myers, dated May 14, 1982, recorded May 19, 1982, in Official Record Book 1605, Page 2042, Public Records of Lee County, Florida.
3. Mortgage executed by Lawrence G. Pelliccione, a divorced man in favor of John Gilbert Bail Bonds, Inc. of Fort Myers, dated May 14, 1982, recorded May 19, 1982, in Official Record Book 1605, Page 2043, Public Records of Lee County, Florida.
4. Notice of Commencement recorded January 4, 2002, in Official Record Book 3552, Page 772, Public Records or Lee County, Florida.

Division of County Lands

Updated In House Title Search

Search No. 21880/B

Date: July 5, 2002

Parcel: 110

Project: Palmetto Avenue

Extension Project 4073

5. Deed recorded December 19, 1989, in Official Record Book 2116, Page 821, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

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.

HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

June 30, 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: 02-03-03.110
Project: Veronica S. Shoemaker Blvd.
Formerly Palmetto Avenue Extension
Project No. 4073, Parcel 110
Owner: Lawrence G. and Danee T. Pelliccione, Co-Trustees
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 208,155 square feet or 4.779 acres of gross land area, is rectangular and is located along the east side of Veronica S. Shoemaker Blvd. 310.12 feet south of Canal St. in Fort Myers, Lee County, Florida. The parent tract has 330.12 feet of frontage along Veronica S. Shoemaker Blvd. 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 two buildings used for manufacturing of roof trusses and a manufactured office building. According to the property owner, Unit 1 was built in 1973 and 1975, Unit 2 was built in 1978 and the manufactured office was purchased and installed in 2003. Some of the more significant site improvements include a partially paved parking area, a dirt driveway, chain link fencing and roll gates, landscaping, and a dumpster area. It is the appraisers' opinion that the highest and best use of the subject property "as improved" is for continued use as a roof truss manufacturer.

One **partial acquisition area** identified as Parcel 110 (Fee Taking) contains 16,395 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 that widens at its northern end and is located along

the westerly portion of the parent tract. Parcel 110 has a west side along the existing right-of way of Veronica S. Shoemaker Blvd. of 330.12 feet and an east side along the proposed easterly right-of-way of Veronica S. Shoemaker Blvd. of 331.83 feet. It also has 60.01 feet along its north side and 45.76 feet along its south side. Improvements observed within this partial acquisition area include a stabilized drive, asphalt pavement, chain link fencing, double rolling chain link gates, a drainage swale, ligustrum shrubs, and a sewer line.

Another **partial acquisition area** identified as Drainage Easement contains 7,905 square feet and is an irregular shaped tract. This proposed acquisition area is to accommodate the storm water runoff from the area adjacent to the new roadway into the new storm water culvert system of the roadway, collecting the storm water via ditch bottom inlets in the 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. Its westerly side has 331.83 feet located along the east side of Parcel 110 (Fee Taking). It measures 342.20 feet along its east side. It has a width along its north side of 30 feet and along its south side of 20 feet. Improvements located within this partial acquisition area include a stabilized drive, chain link fencing, a drainage swale and a sewer line.

The **remainder property** contains 191,760 square feet or 4.403 acres inclusive of the Drainage Easement area. 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 similar to the parent tract at 331.83 feet and the eastern boundary remains at 330.41 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 "as vacant" remains for future industrial development and "as improved" is for continued use as a roof truss manufacturer after implementing the proposed cure.

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 June 30, 2004, is:

<u>Parcels</u>	<u>110</u>	<u>DE</u>	<u>Total</u>
• Land Taken:	\$ 28,700	\$ 4,800	\$ 33,500
• Improvements Taken:	<u>24,200</u>	<u>5,500</u>	<u>29,700</u>
• Part Taken:	\$ 52,900	\$ 10,300	\$ 63,200
• Damages, Incurable:	0	0	0
• Net Cost to Cure:	<u>98,800</u>	<u>98,800</u>	<u>197,600</u>
TOTAL AMOUNT DUE:	\$ 151,700	\$109,100	\$260,800

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

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

Timothy P. Foster

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

5-Year Sales History

Parcel No. 110

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

239.479.8505
239.479.8391 FAX

Writer's Direct Dial Number: _____

Bob James
District One

VIA FAX TO 332-6604

Douglas R. St. Comy
District Two

July 21, 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 D. Stillwell
County Manager

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

James G. Yeager
County Attorney

Dear Saeed:

Diane M. Parker
County Hearing Examiner

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, SRWA
Property Acquisition Agent

Parcel 125-129

Property Owner: Lawrence G. and Danae T. Pelliccione, Co-Trustees.

Appraiser: Hanson Real Estate Advisors, Inc.

Appraisal Date: 6/30/04

Appraised Amount: \$250,800

Binding Offer Amount: \$256,800

Binding Offer Approved:

Funds are available in account:

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

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