

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

Blue Sheet No. 20060739

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreement for the acquisition of Parcel 137, Ortiz Avenue Widening Project, No. 4072, in the amount of \$71,600, pursuant to the terms and conditions set forth in the Agreement; Authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

2. WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 6 CGD		5. Meeting Date: 6/27/06
6. Agenda: <input checked="" type="checkbox"/> Consent <input type="checkbox"/> Administrative <input type="checkbox"/> Appeals <input type="checkbox"/> Public <input type="checkbox"/> Walk-On	7. Requirement/Purpose: (specify)	
	<input checked="" type="checkbox"/> Statute	125
	<input type="checkbox"/> Ordinance	
	<input type="checkbox"/> Admin. Code	
	<input type="checkbox"/> Other	
		8. Request Initiated: Commissioner _____ Department _____ Independent Division _____ County Lands By: Karen L.W. Forsyth, Director <i>[Signature]</i>

9. Background:
Negotiated for: Department of Transportation

Interest to Acquire: Partial fee-simple interest in vacant residentially/commercially zoned parent tract.

Property Details:

Owner: Templo Cristiano "La Estrella Resplandeciente de la Mañana" Inc., a Florida non-profit corporation
Location: 964 Ortiz Avenue, Fort Myers 33905
STRAP No.: 09-44-25-P3-00065.0000

Purchase Details:

Purchase Price: \$71,600 (21,185 square feet) -- The purchase price includes payment for documentary stamp tax, which will be deducted from the seller's proceeds at closing.
Costs to Close: Estimated to be \$1,250

Appraisal Information:

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$71,100 (The appraisal report indicates a value of \$60,000 or \$3.356/sq. ft., which was based upon the preliminary area calculations of 17,875 square feet. Following completion of the appraisal report, the parcel area was surveyed and subsequently increased to 21,185 square feet).

Staff Recommendation: Staff recommends the Board approve the Action Requested.

Account: 20407218823.506110

Attachments: Purchase Agreement, Affidavit of Interest, Appraisal, Title Data, 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>			<i>SAO 6/27</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i> 6-7-06

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
COUNTY ADMIN:
6/9/06 10:28 AM

COUNTY ADMIN
FORWARDED TO:
6/15/06
9 AM

Rec. by CoAtty

Date: 6/8/06

Time: 11:15 AM

Forwarded To:
ACUMIN
6/9/06 7:45 am

This document prepared by
Division of County Lands
Project: Ortiz Avenue Widening, No. 4072
Parcel: Templo Cristiano
STRAP No.: 09-44-25-P3-00065.0000

**BOARD OF COUNTY COMMISSIONERS
LEE COUNTY
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE**

THIS AGREEMENT for purchase and sale of real property is made this ____ day of _____, 2006, by and between Templo Cristiano "La Estrella Resplandeciente de la Mañana" Inc., a Florida non-profit corporation, hereinafter referred to as SELLER, whose address is 3705 SW 19th Place, Cape Coral, Florida 33914, 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 21,185 square feet, more or less, and located at 964 Ortiz Avenue, Fort Myers, Florida 33905, and more particularly described in Exhibit "A", attached hereto and made a part hereof, hereinafter called "the Property." This Property will be acquired for the Ortiz Avenue widening project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Seventy-One Thousand Six Hundred and No/100 (\$71,600), payable at closing by County Warrant.

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 Purchase Price, from a title company acceptable to BUYER. 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:

- (a) provide 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) documentary stamp tax on deed;
- (c) pay utility services up to, but not including the date of closing;
- (d) pay taxes or assessments for which a bill has been rendered on or before the date of closing;
- (e) pay release of mortgage fees, if any.
- (f) 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.

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 30 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 the 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 or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations 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 conditions 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, to the best of SELLER'S knowledge, hereby 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. To the best of SELLER'S knowledge, 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, to the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, 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. To the best of SELLER'S knowledge, there are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. To the best of SELLER'S knowledge, there is no evidence of release of hazardous materials onto or into the Property.

The SELLER, to the best of SELLER'S knowledge, 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 90 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 AND BUYERS: 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.

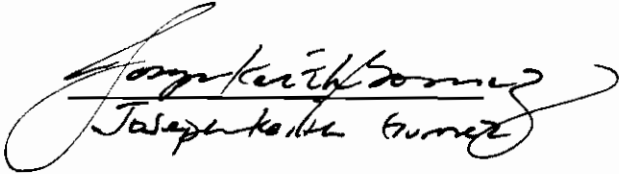
17. TYPEWRITTEN/HANDWRITTEN PROVISIONS: Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. SPECIAL CONDITIONS: Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement. SEE ATTACHED SPECIAL CONDITIONS.

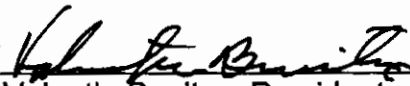
WITNESSES:

SELLER:

Templo Cristiano "La Estrella
Resplandeciente de la Mañana" Inc., a
Florida non-profit corporation



Josepkeith Turner

BY  6-1-06
Valentin Benitez, President (DATE)

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)

**LEGAL AND SKETCH FOR RIGHT OF WAY ACQUISITION
PARCEL 137
SECTION 9, TOWNSHIP 44 SOUTH, RANGE 25 EAST**

PARCEL 137

A PARCEL OF LAND LYING IN SECTION 9, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA ALSO BEING A PORTION OF THE LANDS DESCRIBED IN OFFICIAL RECORD BOOK 3405, PAGE 2912, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTH LINE OF SAID OFFICIAL RECORD BOOK 3405 AND THE MAINTAINED RIGHT OF WAY LINE PER F.D.O.T. RIGHT OF WAY MAP SECTION 12570-2601 SAID POINT LYING 26.46 FEET S88°57'49"W, OF STATION 92+94.17; THENCE S00°26'23"W, ALONG SAID MAINTAINED RIGHT OF WAY LINE, 24.76 FEET; THENCE S00°22'33"E, ALONG SAID MAINTAINED RIGHT OF WAY LINE, 306.53 FEET TO THE SOUTH LINE OF SAID OFFICIAL RECORD BOOK 3405; THENCE S89°04'41"W, ALONG SAID SOUTH LINE, 66.28 FEET TO THE PROPOSED RIGHT OF WAY LINE; SAID POINT BEING ON A CURVE TO THE RIGHT HAVING A DELTA OF 00°19'23", A RADIUS OF 22,985.81 FEET, A CHORD OF 129.57 FEET AND A CHORD BEARING OF N00°28'31"E; THENCE ALONG SAID CURVE, CONCAVE EASTERLY, AN ARC DISTANCE OF 129.57 FEET TO A POINT OF REVERSE CURVE HAVING A DELTA OF 00°47'20", A RADIUS OF 14,646.47 FEET, A CHORD OF 201.66 FEET AND A CHORD BEARING OF N00°14'32"E; THENCE ALONG SAID CURVE, CONCAVE WESTERLY, AN ARC DISTANCE OF 201.66 FEET TO THE NORTH LINE OF SAID OFFICIAL RECORD BOOK 3405; THENCE N88°57'49"E, ALONG SAID NORTH LINE, 62.53 FEET TO THE POINT OF BEGINNING.

CONTAINING 21,185 SQUARE FEET MORE OR LESS.

AREA OF REMAINDER: 4.406 ACRES MORE OR LESS.
AREA OF PARENT TRACT: 4.893 ACRES MORE OR LESS.

NOTE:

BEARINGS SHOWN HEREON ARE BASED UPON THE SURVEY BASE LINE OF ORTIZ AVENUE, HAVING A BEARING OF N00°48'30"W FROM P.I. STATION 67+99.04 BEING A PK NAIL AND DISK "LB 3114" TO P.I. STATION 94+99.08 BEING A PK NAIL AND DISK "LB 3114"

Exhibit "A"

Page 1 of 2

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

PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

[Signature] 4/21/06
BOB L. POTTER, P.S.M. DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5688

THIS IS NOT A SURVEY SHEET 1 OF 2

AIM Engineering & Surveying, Inc.

5300 LEE BLVD.
P.O. BOX 1235
LEHIGH ACRES
FLORIDA 33970
239/332-4569
FX:239/332-8734

Licensed Business Number 3114

PROJECT NUMBER: 05-8974	DESCRIPTION: LEGAL DESCRIPTION AND SKETCH FOR PARCEL 137 ORTIZ AVENUE LEE COUNTY		
DRAWN BY: LWC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION		
DATE: 4/20/06	SEC-TWP-RGE 9-44S-25E	FILE: PARCEL 137-LEG	COUNTY: LEE COUNTY

LEGEND:

- D = DELTA
- R = RADIUS
- L = ARC LENGTH
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- F.D.D.T. = FLORIDA DEPARTMENT OF TRANSPORTATION
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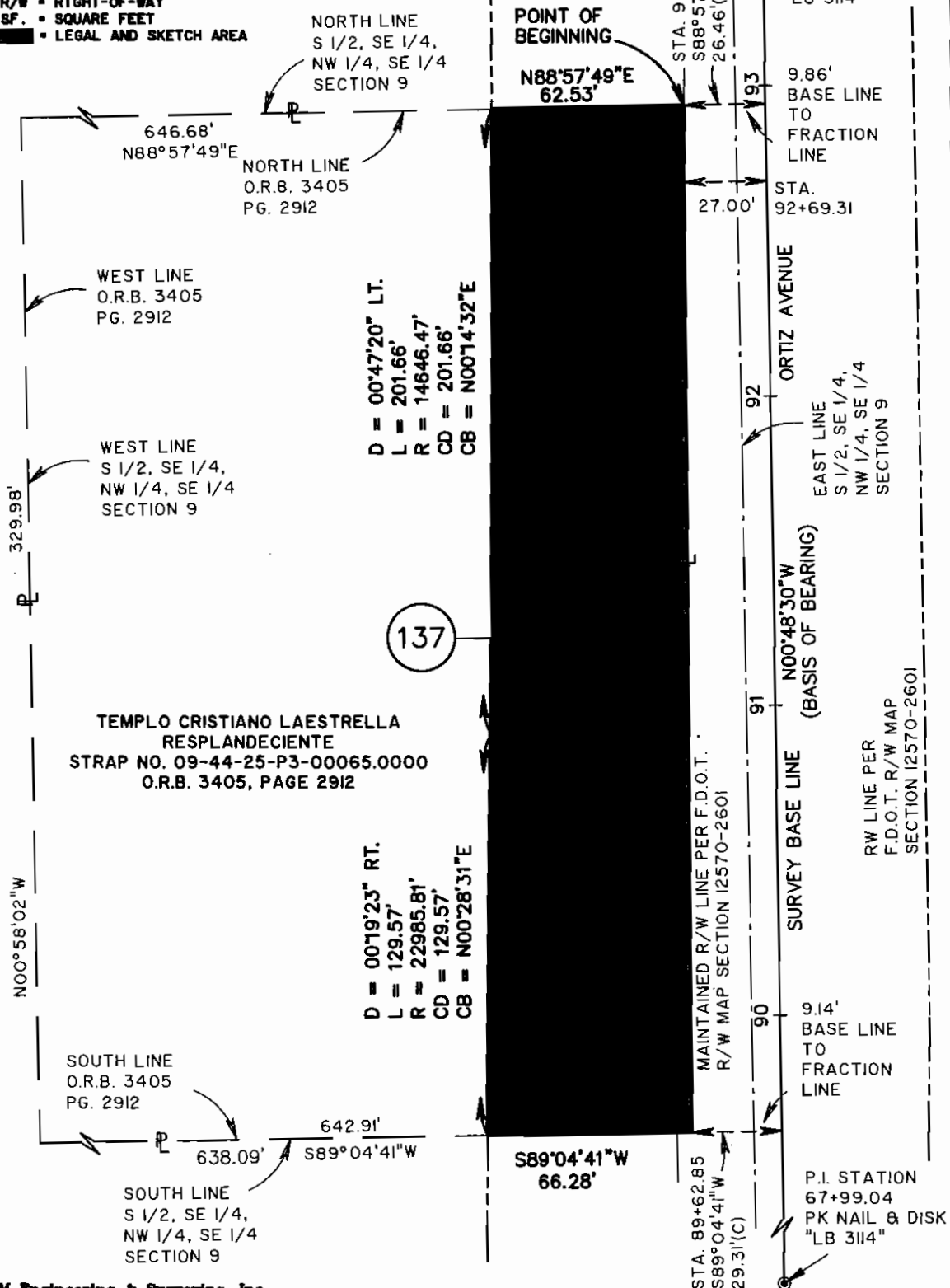
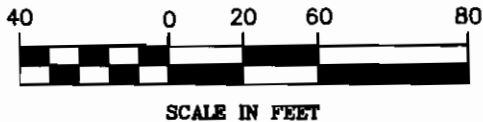


Exhibit "A"
Page 2 of 2

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DATE: 4/20/06	SEC-TWP-RGE 9-44S-25E	FILE: PARCEL 137-LEG	COUNTY: LEE COUNTY

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 15 day of JUNE, 2006 for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name and Address of the Grantor is:

Templo Cristiano "La Estrella Resplandeciente de la Mañana" Inc., a Florida non-profit corporation
3705 SW 19th Place
Cape Coral, Florida 33914

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. Valentin Benitez = Pastor (Pres) Sol - Incorp.
2. Esther Benitez Treasurer
3. Luis Armando Lopez Assist. Pastor
4. Ana L. Lopez Secretary
5. _____

The real property to be conveyed to Lee County is known as:

SEE ATTACHED EXHIBIT "A", ATTACHED HERETO AND MADE A PART HEREOF.

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered
in our presences:

Templo Cristiano "La Estrella Resplandeciente de la Mañana" Inc., a Florida non-profit corporation

By: Valentin Benitez
Valentin Benitez, President

Silvia Rodriguez
Witness Signature
Silvia Rodriguez
Printed Name

Jessica Keith Gomez
Witness Signature
Jessica Keith Gomez
Printed Name

Affidavit of Interest in Real Property

Parcel: 137/Templo

Project: Ortiz Ave/4072

STATE OF Florida

COUNTY OF LEE

SWORN TO AND SUBSCRIBED before me this 1st day of June, 2006 by

Valentin Benitez, President of Templo Cristiano "La Estrella Resplandeciente de la Mañana Inc., a Florida non-profit corporation, on behalf of the corporation. He is personally known to me or has produced FL DL as identification.

456-2

(SEAL)

Joseph Keith Gomez
(Notary Signature)

Joseph Keith Gomez
(Print, type or stamp name)



Commission # DD305652
Expires March 31, 2008
Templo Cristiano, Inc.



Commission # DD305652
Expires March 31, 2008
Templo Cristiano, Inc.

**LEGAL AND SKETCH FOR RIGHT OF WAY ACQUISITION
PARCEL 137
SECTION 9, TOWNSHIP 44 SOUTH, RANGE 25 EAST**

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Page 1 of 2

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PREPARED BY:
AIM ENGINEERING & SURVEYING, INC.

[Signature] 4/20/06
BOB L. POTTER, P.S.M. DATE
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. 5608

THIS IS NOT A SURVEY SHEET 1 OF 2

AIM Engineering & Surveying, Inc.



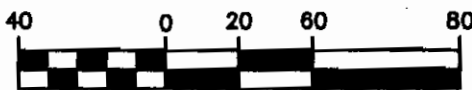
5500 LEE BLVD.
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FLORIDA 33970
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Licensed Business Number 3114

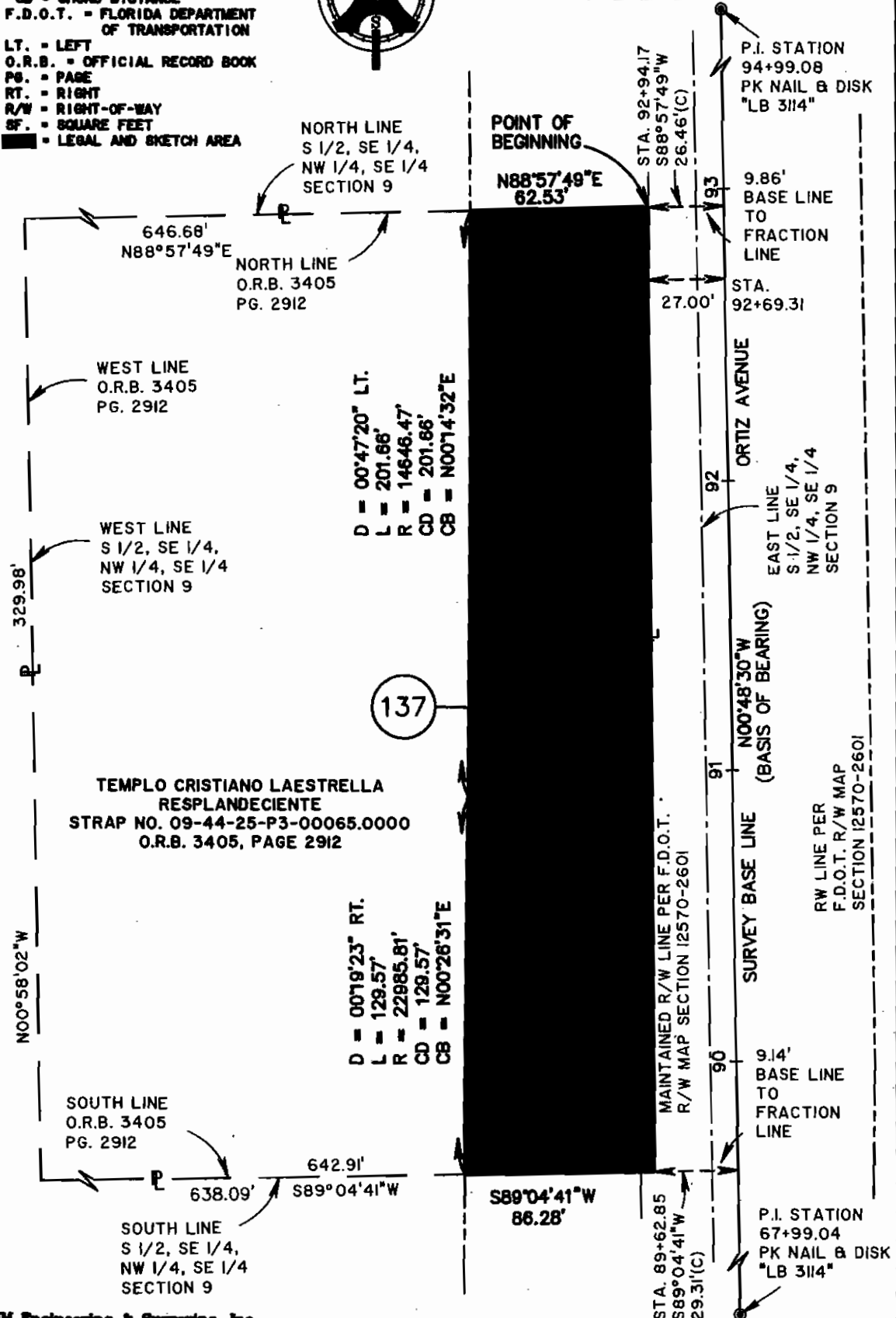
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DRAWN BY: LWC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 4/20/06	SEC-TWP-RSE: 9-44S-25E
FILE: PARCEL 137-LEG	COUNTY: LEE COUNTY

LEGEND

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- [Symbol] = LEGAL AND SKETCH AREA



SCALE IN FEET



137

**TEMPLO CRISTIANO LAESTRELLA
RESPLANDECIENTE**
STRAP NO. 09-44-25-P3-00065.0000
O.R.B. 3405, PAGE 2912

Exhibit "A"

Page 2 of 2

AIM Engineering & Surveying, Inc.



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THIS IS NOT A SURVEY SHEET 2 OF 2

PROJECT NUMBER: 05-8974	DESCRIPTION: LEGAL DESCRIPTION AND SKETCH FOR PARCEL 137 ORTIZ AVENUE LEE COUNTY
DRAWN BY: LWC	CLIENT: LEE COUNTY DEPARTMENT OF TRANSPORTATION
DATE: 4/20/06	SEC-TYP-RSE: 9-44S-25E
	FILE: PARCEL 137-LEG
	COUNTY: LEE COUNTY

CARLSON, NORRIS AND ASSOCIATES, INC.
APPRAISAL-CONSULTATION-REALTORS

C. WILLIAM CARLSON, MAI, SRA
STATE CERTIFIED GENERAL APPRAISER #0000667

J. LEE NORRIS, MAI, SRA
STATE CERTIFIED GENERAL APPRAISER #0000643

March 24, 2006

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

RE: Appraisal of Vacant land - mixed zoning commercial and residential
964 Ortiz Avenue
Fort Myers, Florida
Our File Number: 06-11B

Dear Mr. Clemens:

Pursuant to your request, I have made an inspection and appraisal of the above referenced property in an effort to estimate the total compensation due the property owner. The property address is 964 Ortiz Avenue, Fort Myers, Florida. The site is rectangular in configuration and contains 217,800 square feet (5.00 acres), more or less.

Data, information, and calculations leading to the value conclusion are incorporated in the report following this letter. The report, in its entirety, including all assumptions and limiting conditions, is an integral part of, and inseparable from, this letter. Any special assumptions and limiting considerations were especially noted in Section 7 of this report. Your attention is directed to these General Assumptions and Limiting Conditions which are part of this report.

The following appraisal sets forth the most pertinent data gathered, the techniques employed, and the reasoning leading to the opinion of value. The analyses, opinions and conclusions were developed based on, and this report has been prepared in conformance with, our interpretation of the guidelines and recommendations set forth in the Uniform Standards of Professional Appraisal Practice (USPAP) of the Appraisal Foundation, the requirements of the Code of Professional Ethics and Standards of Professional Appraisal Practice of the Appraisal Institute, the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA), Title XI Regulations and 's appraisal standards.

Carlson, Norris and Associates, Inc. does not authorize the out-of-context quoting from or partial reprinting of this appraisal report. Further, neither all nor any part of this appraisal report shall be disseminated to the general public by the use of media for public communication without the prior written consent of the appraiser signing this report.

Mr. Robert G. Clemens
March 24, 2006
Page 2

Based upon the results of the investigation and analyses contained in the following report it is our opinion the subject property warrants a market value as of the effective date of the appraisal, March 23, 2006 of:

SEVEN HUNDRED AND THIRTY THOUSAND DOLLARS (\$730,000.00).

The specific subject is a partial take. The part taken consists of 17,875 square feet (0.41 acres) of the subject site. This part taken represents a portion of the subject site fronting Ortiz Avenue including 55 feet of depth by 325 feet of frontage. The value of the part taken is estimated at:

SIXTY THOUSAND DOLLARS (\$60,000.00).

Please refer to the attached appraisal report, plus exhibits, for documentation of the value estimates contained herein. It has been a pleasure to assist you in this assignment. If you have any questions concerning the analysis, or if Carlson, Norris and Associates, Inc. can be of further service, please contact us.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



J. Lee Norris, MAI, SRA
State Certified General Appraiser RZ643



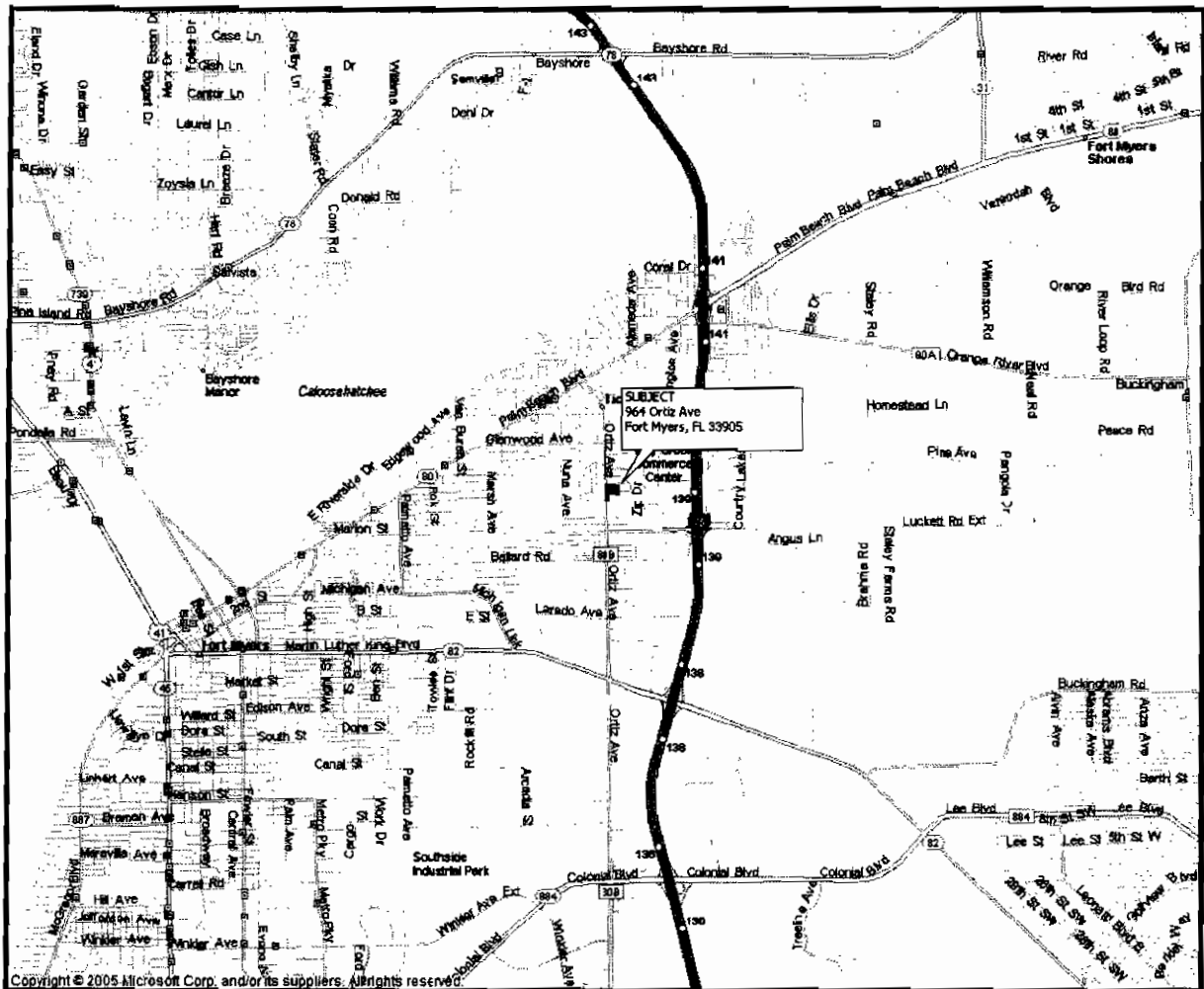
David L. Scheible, Associate
State Certified General Appraiser RZ2866

Section 1 - Summary of Salient Facts

Property Reference:	09-44-25-P3-00065.0000	
Property Type:	Vacant land - mixed zoning commercial and residential	
Property Address:	964 Ortiz Avenue Fort Myers Florida 33905	
Appraisal Type:	Complete	
Report Format:	Summary	
Date Of Appraisal Report:	March 24, 2006	
Date Of Value:	March 23, 2006	
Date Of Site Inspection:	March 23, 2006	
Real Estate Interest Appraised:	Fee Simple	
Function Of The Appraisal:	To establish the total compensation due the property owner	
Location:	The property is located on the west side of Ortiz Avenue approximately 1,300 feet north of Lockett Road in Fort Myers, Florida. More generally, the subject property can be described by its street name: 964 Ortiz Avenue Fort Myers, Florida, in Section 09, Township 44 South, Range 25 East.	
Site Description:	The parcel is rectangular in shape and contains approximately 217,800 square feet or 5.00 Acres, subject to survey. Other site qualities include 325 linear front feet along Ortiz Avenue and 650 feet depth. The site is basically level and partial cleared..	
Legal Description:	Metes and bounds	
Zoning Designation:	Residential (A-1) and General Commercial (B-1)	
Land Use Designation:	Medium Density Single Family and General Commercial	
Highest And Best Use As Vacant:	Residential development	
Value Indications:	Cost Approach:	Not Applicable
	Income Capitalization Approach:	Not Applicable
	Sales Comparison Approach:	\$730,000
Final Opinion Of "as is" Value:	\$730,000	
Final Opinion Of "as is" Value of Property Taken:	\$60,000	
Departures:	None	
Additional Conditions:	None	

Section 3 – Description of Real Estate Appraised

Subject Location Map



Location Description

The subject is location in the City of Fort Myers in Lee County located some 125 miles south of Tampa and some 160 miles northwest of Miami. Lee County, of which Fort Myers is the county seat, is a rapidly growing county and has been showing rapid population growth for the past twenty years. The catalyst for economic development centers around the construction and tourist industries which are the major industries in the area which in turn require supporting industries and services to locate and grow within the area. It is expected that due to the tropical climate in the area and the overall good weather patterns on a year round basis that the population in the area will continue to increase in a rapid manner which

Division of County Lands**Ownership and Easement Search**

Search No. 09-44-25-P3-00065.0000

Date: March 30, 2006

Parcel: 137

Project: Ortiz Avenue Widening, Project 4072

To: J. Keith Gomez
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant

STRAP: 09-44-25-P3-00065.0000

Effective Date: March 25, 2006, at 5:00 p.m.

Subject Property: South Half (S ½) of the Southeast Quarter (SE ¼) of the Northwest Quarter (NW ¼) of the Southeast Quarter (SE ¼) of Section 9, Township 44 South, Range 25 East, excepting a fifteen foot roadway of the east side thereof.

Title to the subject property is vested in the following:

**Templo Cristiano "La Estrella Resplandeciente de la Manana" Inc.,
a Florida non-profit corporation.**

By that certain instrument dated September 23, 2003, recorded September 23, 2003, in Official Record Book 4069, Page 1902, Public Records of Lee County, Florida.

Easements:

1. Fifteen foot roadway along the east side of subject property, as recited in instrument recorded in Official Record Book 4069, Page 1902, Public Records of Lee County, Florida.

NOTE (1): Lee County Ordinances relating to garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County, Florida.

NOTE (2): Mortgage executed by Templo Cristiano "La Estrella Resplandeciente de la Manana" Inc., a not for profit corporation in favor of Fifth Third Bank, dated March 14, 2005, recorded April 20, 2005, in Official Record Book 4672, Page 319, Public Records of Lee County, Florida.

NOTE (3): Assignment of Leases and Rents between Templo Cristiano "La Estrella Resplandeciente de la Manana" Inc. and Fifth Third Bank, dated March 14, 2005, recorded April 20, 2005, in Official Record Book 4672, Page 336, Public Records of Lee County, Florida.

Tax Status: 2005 taxes paid November 7, 2005 in the amount of \$1,318.84.
(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 or warranty as to its accuracy.

5-Year Sales History

Parcel No. 137/Templo Cristiano

Ortiz Avenue Widening
Project No. 4072

Grantor	Grantee	Price	Date	Arms Length Y/N
Valentin & Esther Benitez, h/w	Templo Cristiano	\$100	9/23/03	N