

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

Blue Sheet No. 20060807

1. ACTION REQUESTED/PURPOSE: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$475,000 for real estate identified by Tax STRAP Numbers 04-44-25-17-0000A.0090 and 04-44-25-17-0000A.0120 in East Fort Myers for the Schandler Park Improvements Project No. 1758, pursuant to the Purchase Agreement; and authorize the Division of County Lands to handle all documentation necessary to complete transaction.

2. WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner prior to initiation of condemnation proceedings as required by Florida Statutes.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 6 C65		5. Meeting Date: 6-27-06
6. Agenda:	7. Requirement/Purpose: (specify)	8. Request Initiated:
<input checked="" type="checkbox"/> Consent	<input checked="" type="checkbox"/> Statute 73 & 125	Commissioner _____
<input type="checkbox"/> Administrative	<input type="checkbox"/> Ordinance _____	Department Independent
<input type="checkbox"/> Appeals	<input type="checkbox"/> Admin. Code _____	Division County Lands TLM 6/14/06
<input type="checkbox"/> Public	<input type="checkbox"/> Other _____	By: Karen L.W. Forsyth, Director <i>KLF</i>
<input type="checkbox"/> Walk-On		

9. Background: Additional property is needed for the expansion of Schandler Park in East Fort Myers. The potential sites for expansion are limited due to surrounding developed neighborhoods.

Negotiated for: Department of Parks and Recreation.

Interest to Acquire: Fee Simple acquisition of vacant commercial property.

Property Details:

Owner: Billy J. Ware, Sr. and Barbara L. Ware, husband and wife, et al
Address: 4683-4689 Palm Beach Boulevard, Fort Myers, FL 33905

Purchase Details:

Binding Offer Amount: \$475,000

In order to expedite acquisition efforts, staff recommends Board make a binding offer in the amount of \$475,000, and commence Eminent Domain procedures.

Appraisal Information:

Company: Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA
Appraised Value: \$455,700
Date of Appraisal: March 22, 2006

Staff Recommendation: Staff is of the opinion that the purchase price increase above the appraised value (4.3%) can be justified and may secure an agreement for the acquisition of the property without the full expense of an Eminent Domain action. Staff recommends the Board approve the Action Requested.

Accounts: 20175818603.506110 and 20175818621.506110

Attachments: Purchase Agreement; Title Data; Appraisal Data (Location Map Included); 5-Year Sales History

10. Review for Scheduling:

Department Director	Purchasing or Contracts	Human Resources	Other PARKS	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
<i>[Signature]</i>			<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY COUNTY ADMIN:
6-14-06 <i>[Signature]</i>
11:40
COUNTY ADMIN FORWARDED TO:
6/14/06
10 AM

Rec. by CoAtty
6/14/06
Time
10:20 AM
Forwarded To:
6/14/06 11:51

This document prepared by
Lee County Division of County Lands
Project: Schandler Park Expansion No. 1758
STRAP Nos.: 04-44-25-17-0000A.0090 and 04-44-25-17-0000A.0120

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 _____, 200____, by and between Billy J. Ware, Sr. and Barbara L. Ware, husband and wife, as to 1/5th interest, Jeffrey C. Ledward and Barbara L. Ware, as Successor Trustees of the Daniel C. Laxson Revocable Trust, as to 1/5th interest, Mona L. White, as Successor Trustee of the W. Webster White Revocable Trust, as to a 1/10th interest, Mona L. White, Trustee of the Mona L. White Revocable Trust, as to a 1/10th interest, Barbara L. Ware, Successor Trustee of the Loretta B. Schlesselman Trust dated August 16, 1989, as to 1/5th interest, and Dave Harrison and Corine Harrison, as to 1/5th interest, hereinafter referred to as SELLER, whose address is 16401 River Mist Lane, Alva, Florida 33920, 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 30,380 square feet, more or less, and located at 4683-4689 Palm Beach Boulevard, Fort Myers, Florida 33905, 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 Schandler Park Expansion, 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 Four Hundred Seventy-Five Thousand and 00/100 (\$475,000), 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 the purchase price, 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 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:** 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:

WITNESSES:

WITNESSES:

WITNESSES:

WITNESSES:

WITNESSES:

SELLER:

Billy J. Ware, Sr. (DATE)

SELLER:

Barbara L. Ware (DATE)

SELLER:

Jeffrey C. Ledward, Successor (DATE)
Trustee of the Daniel C. Laxson Revocable Trust

SELLER:

Barbara L. Ware, Successor (DATE)
Trustee of the Daniel C. Laxson Revocable Trust

SELLER:

Mona L. White, Successor Trustee (DATE)
of the W. Webster White Revocable Trust

SELLER:

Mona L. White, Trustee of the (DATE)
Mona L. White Revocable Trust

WITNESSES:

WITNESSES:

WITNESSES:

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

Barbara L. Ware, Successor (DATE)
Trustee of the Loretta B. Schlesselman Trust
dated August 16, 1989

SELLER:

Dave Harrison (DATE)

SELLER:

Corine Harrison (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)

EXHIBIT "A"

Schandler Park Expansion, Project No. 1758

Strap Nos. 04-44-25-17-0000A.0090 and 0120

Lots 9, 10, 11, and 12, Block A, BOULEVARD HEIGHTS SUBDIVISION, as recorded in Plat Book 5, Page 81, of the Public Records of Lee County, Florida, less State Road 80 (Palm Beach Boulevard) right-of-way.

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

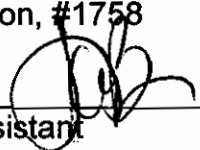
Search No. 04-44-25-17-0000A.0090 and .0120

Date: April 6, 2006

Parcel:

Project: Schandler Park Expansion, #1758

To: Teresa L. Mann, SRWA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS
Property Acquisition Assistant 

STRAP: 04-44-25-17-0000A.0090 and .0120

Effective Date: March 27, 2006, at 5:00 p.m.

Subject Property: Lots 9 through 12, Block A, BOULEVARD HEIGHTS SUBDIVISION, as recorded in Plat Book 5, Page 81, of the Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Billy J. Ware, Sr. and Barbara L. Ware, Husband and Wife, as to an undivided one-fifth interest; Jeffrey C. Ledward and Barbara L. Ware, as Successor Trustees of the Daniel C. Laxson Revocable Trust, as to an undivided one-fifth interest; Mona L. White, as Successor Trustee of the W. Webster White Revocable Trust, as to an undivided one-tenth interest; Mona L. White, Trustee of the Mona L. White Revocable Trust; as to an undivided one-tenth interest; Barbara L. Ware, Successor Trustee of the Loretta B. Schlesselman Trust dated August 16, 1989, as to an undivided one-fifth interest; and Dave Harrison and Corine Harrison, as to an undivided one-fifth interest

By that certain instrument dated July 28, 1982, recorded July 28, 1982, in Official Record Book 1621, Page 2372, and corrected by instrument dated September 17, 1985, recorded October 18, 1985, in Official Record Book 1809, Page 4206, Public Records of Lee County, Florida.

Easements:

None found of record.

NOTE (1): Resolution pertaining to East Lee County Sewer System, recorded in Official Record Book 1669, Page 3414, Public Records of Lee County, Florida.

NOTE (2): 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 (3): Assignment of Rents and Leases between Billy J. Ware; Barbara L. Ware, W. Webster White, Mona L. White, Harvey Rollings and Patricia Rollings, Daniel C. Laxson and David Steigerwald (assignors) and Heritage National Bank, recorded in Official Record Book 2229, Page 4696, Public Records of Lee County, Florida.

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

Search No. 04-44-25-17-0000A.0090 and .0120

Date: April 6, 2006

Parcel:

Project: Schandler Park Expansion, #1758

NOTE (4): Final Summary Judgment against Jeffrey C. Ledward, as Personal Representative of the Estate of Daniel C. Laxson, recorded in Official Record Book 2524, Page 1351 and re-recorded in Official Record Book 2530, Page 1338, Public Records of Lee County, Florida.

NOTE (5): Documents relating to Laxson: Affidavit of Continuous Marriage by Daniel C. Laxson recorded in Official Record Book 2137, Page 311; Nontaxable Certificate regarding the Estate of Mary Lou Laxson recorded in Official Record Book 2170, Page 3724; Letters of Administration regarding the Estate of Daniel C. Laxson recorded in Official Record Book 2451, Page 558; Last Will and Testament of Daniel C. Laxson recorded in Official Record Book 2451, Page 624; Affidavit regarding Trust Agreement made by Daniel C. Laxson recorded in Official Record Book 2500, Page 3802; Estate Tax Closing Letter recorded in Official Record Book 2828, Page 3488; Florida Department of Revenue Final Certificate and Receipt for Estate Tax recorded in Official Record Book 2828, Page 3489; Death Certificate of Daniel C. Laxson recorded in Official Record Book 2850, Page 307; and Order of Discharge recorded in Official Record Book 2900, Page 2927, Public Records of Lee County, Florida.

NOTE (6): Documents relating to White: Quit Claim Deed recorded in Official Record Book 1941, Page 2441; Quit Claim Deed conveying a one-tenth interest each to the respective trusts recorded in Official Record Book 2069, Pages 730 and 731; and Affidavit by Mona L. White recorded in Official Record Book 3454, Page 1928, Public Records of Lee County, Florida (death certificate of W. Webster White attached).

NOTE (7): Documents relating to Schlesselman: Deed conveying subject property into Trust recorded in Official Record Book 2095, Page 3214; Death Certificate of Stanley C. Schlesselman recorded in Official Record Book 2010, Page 857; Last Will and Testament of Stanley C. Schlesselman recorded in Official Record Book 2067, Page 1493; Continuous Marriage Affidavit by Loretta B. Schlesselman recorded in Official Record Book 2072, Page 1; Nontaxable Certificate regarding Stanley Schlesselman recorded in Official Record Book 2079, Page 2769; Letters of Administration regarding the Estate of Loretta B. Schlesselman recorded in Official Record Book 3041, Page 714; Trust Affidavit recorded in Official Record Book 3258, Page 1159; Final Certificate and Receipt for Estate Tax recorded in Official Record Book 3305, Page 2754; Death Certificate of Loretta B. Schlesselman recorded in Official Record Book 3305, Page 2755; Order of Discharge recorded in Official Record Book 3311, Page 2852, Public Records of Lee County, Florida.

Tax Status: 2005 taxes paid November 30, 2005 in the amount of \$1,192.43, as to 04-44-25-17-0000A.0090 and paid November 30, 2005 in the amount of \$530.27, as to 04-44-25-17-0000A.0120. *(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.



Maxwell & Hendry
Valuation Services, Inc.
Real Estate Appraisers - Consultants

PRESIDENT

W. Michael Maxwell, MAI, SRA
State-Certified General
Appraiser, RZ 55

VICE-PRESIDENT

Gerald A. Hendry, MAI
State-Certified General
Appraiser, RZ 2245

ASSOCIATES

William E. McInnis
State-Certified General
Appraiser, RZ 2232

Timothy D. Rieckhoff
State-Certified General
Appraiser, RZ 2261

Andrea R. Terregrossa
Registered Trainee
Appraiser, RI 10787

Matthew H. Caldwell
Registered Trainee
Appraiser, RI 9277

Matthew S. Simmons
Registered Trainee
Appraiser, RI 12369

Scott H. Simmons
Registered Trainee
Appraiser, RI 13108

12600-1 World Plaza Lane, Building #63
Fort Myers, Florida 33907
www.maxwellhendry.com

Commercial
Phone: (239) 337-0555
Fax: (239) 337-3747
E-mail: commercial@maxwellhendry.com

Residential
Phone: (239) 333-1060
Fax: (239) 333-1066
E-mail: residential@maxwellhendry.com

30 March 2006

Lee County Board of County Commissioners
Department of Public Works
Division of County Lands
P.O. Box 398
Fort Myers, Florida 33902-0398

Attention: Mr. Robert G. Clemens
Acquisition Program Manager

Re: Appraisal of vacant commercial site located at 4683-4689 Palm Beach Boulevard, for the Schandler Park Expansion Project, Project No. 1758, Lee County, Florida, property owned by Barbara L. Ware & B.J. Ware, Sr.

Dear Mr. Clemens:

As you requested, an inspection and analysis have been made of the above property, which is legally described in the attached appraisal report. The purpose of this assignment is to estimate the market value of the undivided fee simple interest in the land as if free and clear of all liens, mortgages, encumbrances, and/or encroachments except as may be amended in the body of this report.

Market value for this purpose is understood to be the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. The full definition of market value can be found in the body of this report.

As per the Uniform Standards of Professional Appraisal Practice (USPAP), there are three report writing options. These options would include either a self-contained report, summary report, or restricted use report format. A summary report format has been requested and used for this appraisal. The only difference between the

self-contained appraisal report and the summary appraisal report is the level of detail of presentation. This is also a complete appraisal, in that all appropriate approaches to value have been utilized. In this appraisal, as the subject property is vacant land, only the Sales Comparison Approach to Value applies. The Cost and Income Approaches to Value do not apply in the valuation of vacant land. This complete appraisal in summary report format has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).

The intended use of this report is understood to be for use as a basis of value for the possible acquisition of the subject property for the Schandler Park Expansion Project. The subject property was inspected on 22 March 2006 by Mr. William E. McInnis, Associate Appraiser. Mr. W. Michael Maxwell, MAI, SRA made a subsequent inspection of this property. Our compensation in this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the obtainment of a stipulated result, or the occurrence of a subsequent event.

In addition to the standard Assumptions and Limiting Conditions contained in the Addenda to this report, this appraisal is subject to the Extraordinary Assumptions as listed in the Executive Summary on the following pages.

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 the market value of the subject property, as of 22 March 2006, is:

FOUR HUNDRED FIFTY FIVE THOUSAND SEVEN HUNDRED DOLLARS.....(\$455,700.00)

Respectfully submitted,



W. Michael Maxwell, MAI, SRA
State-Certified General Appraiser
Certification 0000055



William E. McInnis, Associate Appraiser
State-Certified General Appraiser
Certification 0002232



EXECUTIVE SUMMARY

OWNER OF RECORD: Barbara L. & B.J. Ware, Sr., et al, according to the Lee County Property Appraiser's records.

LOCATION: The subject property is located at the northeasterly intersection of Palm Beach Boulevard and Florence Avenue, in Section 04, Township 44 South, Range 25 East, Lee County, Florida. The address of the property is known as 4683-4689 Palm Beach Boulevard, Fort Myers, Florida 33905.

SITE SIZE: The estimated size of the site is 30,380 square feet, according to the Lee County Property Appraiser records. No survey of the subject property was provided, and this appraisal report is subject to same. Should a survey indicate a different size, we reserve the right to modify this appraisal report accordingly.

IMPROVEMENTS: None

ZONING/LAND USE: C-1, Commercial/Intensive Development & Suburban

HIGHEST AND BEST USE: Commercial Development

ESTIMATES OF VALUE –

Cost Approach to Value: N/A
Sales Comparison Approach: \$455,700
Income Approach to Value: N/A

FINAL VALUE ESTIMATE: \$455,700

INTEREST APPRAISED: Fee Simple Interest

DATE OF VALUATION: 22 March 2006

DATE OF REPORT: 30 March 2006

APPRAISERS: W. Michael Maxwell, MAI, SRA
William E. McInnis, Associate Appraiser

EXTRAORDINARY ASSUMPTIONS:

This appraisal is subject to any and all reports with regard to environmental conditions on or in close proximity to the subject property. Upon inspecting the property, no such conditions were observed or believed to exist to the extent that would cause a loss in value. However, we are not experts in determining such matters. Therefore, experts in that field should be consulted if necessary.

This appraisal is subject to a survey of the subject property, as none was provided for this assignment.

SITE LOCATION MAP #1 – GIS Map:



5-Year Sales History

STRAP Nos. 04-44-25-17-0000A.0090 and 0120

Schandler Park Improvements, Project No. 1758

Grantor	Grantee	Price	Date	Arms Length Y/N
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NO SALES in PAST 5 YEARS