

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

Blue Sheet No. 20030062

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$54,700.00, for Parcel 104, Palmetto Extension, Project No. 4073, pursuant to the terms and conditions set forth in the Purchase Agreement; authorize Chairman on behalf of the BoCC to execute Purchase Agreement if offer is accepted by Seller; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction, including a Grant of Right of Entry and payment of all recording fees.

WHY ACTION IS NECESSARY: The Board must formally authorize the making of a binding offer to a property owner pursuant to F.S. §73.015 prior to initiation of condemnation proceedings.

WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner as required by F.S. §73.015, as amended.

2. DEPARTMENTAL CATEGORY: 06

COMMISSION DISTRICT #: 2 AND 5

CLCQ

3. MEETING DATE:

03-11-2003

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

5. REQUIREMENT/PURPOSE:

(Specify)

- STATUTE 73.125
- ORDINANCE
- ADMIN.
- OTHER Resolution of Necessity
Blue Sheet No. 20020762 and Interlocal Agreement Blue Sheet No. 20020586

6. REQUESTOR OF INFORMATION

- A.
- B. DEPARTMENT Independent Division
- C. DIVISION County Lands
- BY Karen L.W. Forsyth, Director

7. BACKGROUND:

The Division of County Lands has been requested by the Department of Transportation and the City of Fort Myers to acquire property that is necessary for the Palmetto Extension, Project No. 4073.

This acquisition consists of vacant property, further identified as part of Lot 1, Block 4 Southside Gardens PB3-18 (STRAP 29-44-25-P1-00104.0010). A Grant of Right of Entry has been provided by the property owner to allow construction to begin prior to acquisition of the parcel.

F.S. §73.015, as amended, requires the County to submit a binding offer to the property owner prior to the initiation of condemnation proceedings. The County obtained an appraisal dated December 11, 2002, performed by Woodward S. Hanson, MAI, CCIM, CRE, indicating a value of \$52,200.00. The binding offer to the property owner, Dennis J. Fullenkamp, Trustee, is for \$54,700.00. Should the property owner agree to accept this offer, condemnation proceedings will not be required. If the property owner elects not to accept this offer, then condemnation proceedings may be commenced.

Staff is of the opinion that the purchase price increase of \$2,500.00 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.
Funds are available in City of Fort Myers Acct # 310-4315-541-6100

ATTACHMENTS: Purchase and Sale Agreement, Right of Entry, 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>		N/A	<i>[Signature]</i>	<i>[Signature]</i> 2-28-03	OA	OM	RISK	GC	<i>[Signature]</i>
					<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	<i>[Signature]</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: 2/20/03
Time: 3:15 PM
Forwarded
CO. ADRI.
2/21/03 9AM

RECEIVED BY
COUNTY ADMIN. *EU*
2/21/03
COUNTY ADMIN.
FORWARDED TO: *BH*
2/25/03

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 104
STRAP No.: 29-44-25-P1-00104.0010

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 **Dennis J. Fullenkamp, Individually and as Trustee**, hereinafter referred to as SELLER, whose address is **2911 NE Pine Island Rd., Cape Coral, FL 33908**, 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 **1.03 acres** more or less, and located at the SE corner of Hanson St. and Palmetto Ave. 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 Palmetto 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 four thousand, seven hundred and no/100 dollars (\$54,700.00)**, 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 **\$54,700.00**, 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:

Dennis J. Fullenkamp, (DATE)
Individually and as 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
CITY OF FORT MYERS
LEE COUNTY, FLORIDA**

PARCEL NO. 104

PARENT STRAP NO. 29-44-25-P1-00104.0010

A tract or parcel of land located in Lot 1, Block 4, 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, City of Fort Myers, Lee County, Florida, which tract or parcel described as follows:

From the northwest corner of said Lot 1 run N 89° 00' 27" E along the north line of said Lot 1 for 640.48 feet to the east line of said Lot 1; thence run S 01° 13' 46" E along said east line for 15.58 feet to an intersection with a non-tangent curve; thence run southwesterly along the arc of a curve to the left of radius 2950.00 feet (chord bearing S 82° 02' 10" W) (chord 107.22 feet) (delta 02° 04' 57") for 107.22 feet to a point of tangency; thence run S 80° 59' 34" W for 11.77 feet to a point of curvature; thence run southwesterly along the arc of a curve to the right of radius 3050.00 feet (chord bearing S 84° 56' 45" W) (chord 420.29 feet) (delta 07° 54' 06") for 420.62 feet to an intersection with a non-tangent line; thence run S 89° 00' 24" W for 12.69 feet; then run S 44° 05' 43" W for 36.83 feet to an intersection with a non-tangent curve; thence run southerly along the arc of a curve to the right of radius 2263.50 feet (chord bearing S 02° 20' 43" W) (chord 224.52 feet) (delta 05° 41' 08") for 224.61 feet to the south line of said Lot 1; thence run S 89° 02' 01" W along said south line for 50.17 feet to an intersection with the west line of said Lot 1; thence run N 01° 12' 56" W along said west line for 310.12 feet to the Point of Beginning.

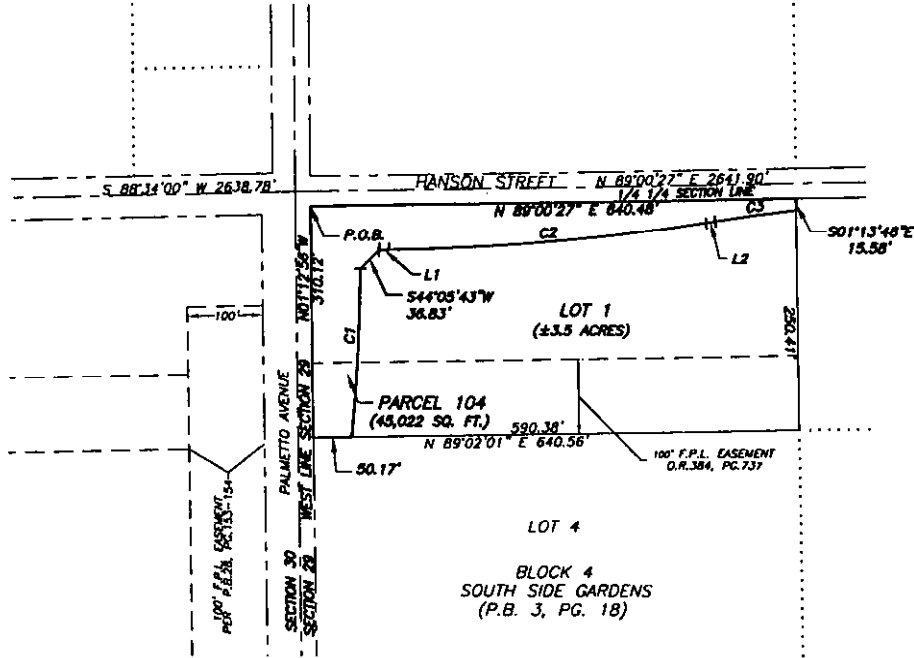
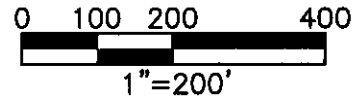
Containing 45022 square feet, more or less.

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

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

19991321\Parcel No.104-081902

u:\1999\1321\surveying\out\sscd\Legal_Sketches\Draw104.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
- F.P.L. = FLORIDA POWER AND LIGHT
- SQ. FT. = SQUARE FEET

CURVE TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	CHORD BEARING
C1	8°41'38"	2263.50	224.61	224.52	S82°20'43"W
C2	7°24'04"	3030.00	420.62	420.29	S84°56'43"W
C3	2°04'37"	2950.00	107.22	107.22	S82°02'10"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.89	S82°00'24"W
L2	11.77	S82°58'34"W

NOTES:

1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
2. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, AS BEING N 01°12'56" W.
3. PARCEL CONTAINS 45,022 SQUARE FEET, MORE OR LESS.

THIS IS NOT A SURVEY

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM--L.B.642)
 PROFESSIONAL SURVEY AND MAPPER
 FLORIDA CERTIFICATE NO. 5247

DATE SIGNED: 8/21/02

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

PARCEL NO. 104
 PARENT STRAP NO. 29-44-25-P1-00104.0010
 PART OF LOT 1
 BLOCK 4
 SOUTH SIDE GARDENS
 (PLAT BOOK 3, PAGE 18,
 LEE COUNTY RECORDS)
 SECTION 29, T.44 S., R.25 E.
 CITY OF FORT MYERS
 LEE COUNTY, FLORIDA



3501 DEL PRADO BOULEVARD
 SUITE 110
 CAPE CORAL, FLORIDA 33904
 PHONE (041) 334-0048
 FAX (041) 541-1383
 E.B. #842 & L.B. #842

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-19-02	19991321	19-44-25	1"=200'	1

This instrument prepared by: Lee County
County Lands Division
Post Office Box 398
Fort Myers, Florida 33902-0398

ORIGINAL DOCUMENTS RETAINED IN
COUNTY LANDS FILES FOR HANDLING
UPON BOARD ACCEPTANCE.

Parcel: 104
Project: Palmetto Extension Project, No. 4073

RIGHT OF ENTRY

This GRANT, made and entered into this 16 day of January, 2003, by and between DENNIS J. FULLENKAMP, Individually and as Trustee, whose address is 2911 NE Pine Island Road, Cape Coral, Florida 33908, hereinafter referred to as OWNER, LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as COUNTY and the CITY OF FORT MYERS, a Florida municipal corporation, whose address is Post Office Drawer 2217, Fort Myers, Florida 33901, hereinafter referred to as CITY.

WITNESSETH:

IN CONSIDERATION of the mutual promises between the parties and the proposed conveyance of the property described in the attached Exhibit "A" incorporated into and made a part of this agreement, the OWNER, COUNTY, and CITY agree as follows:

1. OWNER hereby grants to COUNTY and CITY, its employees, consulting engineers, contractors and other representatives the right to enter upon and to have exclusive possession of the property described herein, in order that the County may construct the Palmetto Avenue Extension Project.

This right of entry will commence upon written notice from the CITY to the OWNER at the start of construction and expire upon the completion of construction.

2. COUNTY will either (1) close on the parcel(s) within a reasonable time to acquire all the necessary instruments for OWNER to convey clear title; or (2) commence an action in a court of law to appropriate an interest in the property after attempts to close on the property prove futile because of failure to obtain all the necessary instruments to convey clear title; or

(3) abandon the project prior to beginning construction without any obligation to the OWNER. The County agrees to provide written notice to the owner if project is abandoned.

3. OWNER by granting this right to enter is not relinquishing any rights for value of land taken, if any, as provided by law.

4. COUNTY and CITY by accepting and use of this right of entry agrees to the terms contained herein.

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes herein expressed.

TWO SEPARATE WITNESSES:

Kim Mack
1st Witness Signature

Dennis J. Fullenkamp
Dennis J. Fullenkamp,
Individually and as Trustee

Kim MACK
Printed name of 1st Witness

Rebecca J Rockow
2nd Witness Signature

Rebecca J Rockow
Printed name of 2nd Witness

STATE OF Florida

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 16th day of January, 2003, by Dennis J. Fullenkamp. He is personally known to me or who has produced _____ as identification. (type of identification)



Rebecca J Rockow
(Signature of Notary Public)

Rebecca J Rockow
(Name typed, printed or stamped)
(Title or Rank)
(Serial Number, if any)

Exhibit "A"

SINCE 1946

JOHNSON
ENGINEERINGPage 1 of 2

August 19, 2002

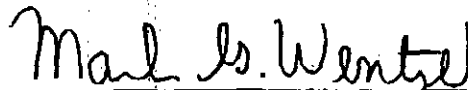
DESCRIPTION**PARCEL IN**
SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST
CITY OF FORT MYERS
LEE COUNTY, FLORIDA**PARCEL NO. 104****PARENT STRAP NO. 29-44-25-P1-00104.0010**

A tract or parcel of land located in Lot 1, Block 4, 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, City of Fort Myers, Lee County, Florida, which tract or parcel described as follows:

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Containing 45022 square feet, more or less.

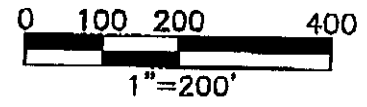
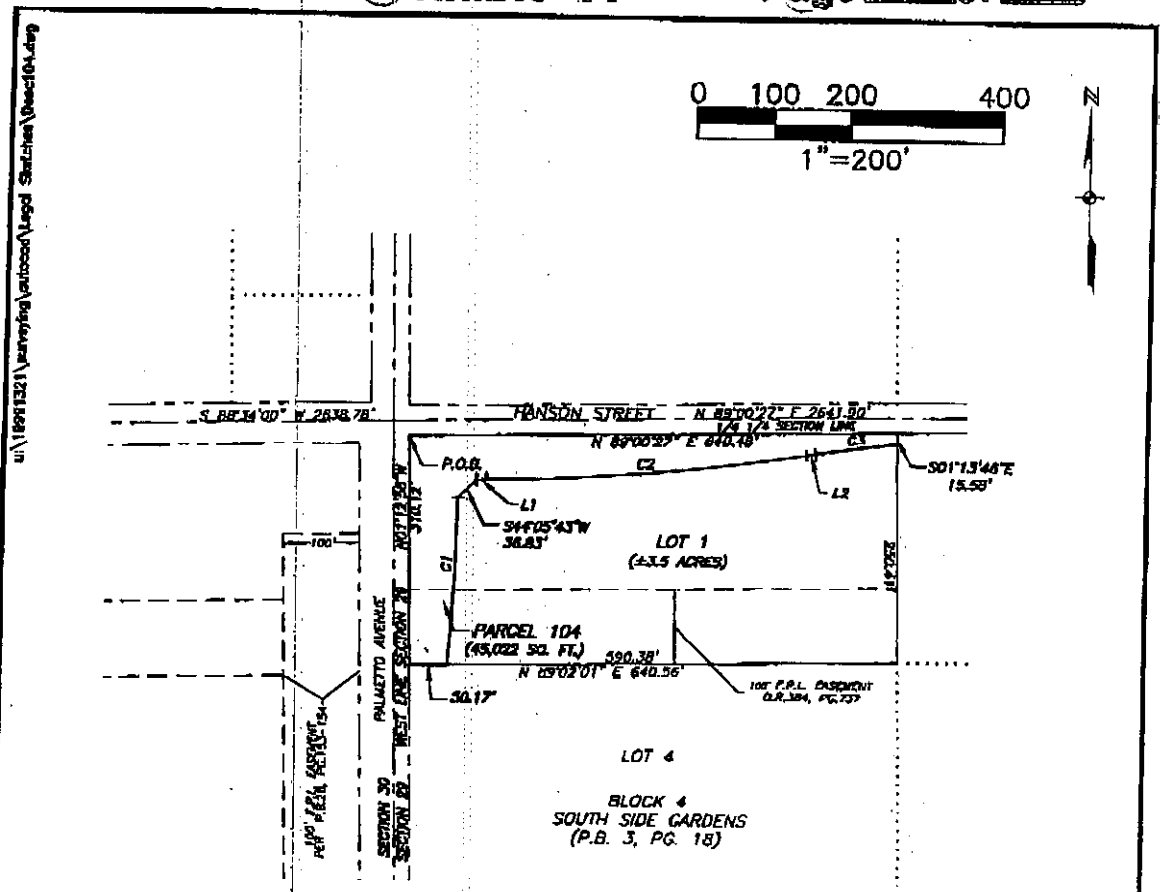
Bearings hereinabove mentioned are based on the west line of said Section 29, Township 44 South, Range 25 East to bear N 01° 12' 56" W.



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

19991321\Parcel No.104-081902

Exhibit "A"



LEGEND

- COR. = CORNER
- DESC. = DESCRIPTION
- FD. = FOUND
- L.B. = LAND SURVEYOR BUSINESS
- MON. = MONUMENT
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- T. = TOWNSHIP
- S. = SECTION
- F.P.L. = FLORIDA POWER AND LIGHT
- SQ. FT. = SQUARE FEET

CURVE TABLE				
CURVE	DELTA	RADIUS	LENGTH	CHORD
C1	54°05'43"	2243.00	224.81	224.55
C2	72°08'	5050.00	480.62	480.29
C3	204°07'	2850.00	107.22	107.22

LINE TABLE		
LINE	LENGTH	BEARING
L1	12.69	S87°00'24"W
L2	11.77	S87°00'24"W

NOTES:

1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
2. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA, AS BEING N 01°12'56" W.
3. PARCEL CONTAINS 45,022 SQUARE FEET, MORE OR LESS.

THIS IS NOT A SURVEY

Mark G. Wentzel
 MARK G. WENTZEL (FOR THE FIRM - L.B. 642)
 PROFESSIONAL SURVEYOR AND MAPPER
 FLORIDA CERTIFICATE NO. 5247

DATE SIGNED: 01/21/02

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

PARCEL NO. 104
 PARENT STRAP NO. 29-44-25-P1-00104.0010
 PART OF LOT 1
 BLOCK 4
 SOUTH SIDE GARDENS
 (PLAT BOOK 3, PAGE 18,
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 SECTION 29, T.44 S., R.25 E.
 CITY OF FORT MYERS
 LEE COUNTY, FLORIDA



3501 DEL PRADO BOULEVARD
 SUITE 110
 CAPE CORAL, FLORIDA 33904
 PHONE (941) 334-0046
 FAX (941) 341-1383

SKETCH TO ACCOMPANY DESCRIPTION

Division of County Lands

Updated In House Title Search

Search No. 21879/C

Date: July 5, 2002

Parcel: 104

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 changes as of 1/28/2003
[Signature]

STRAP: 29-44-25-P1-00104.0010

An update has been requested of In House Title Search No. 21879/C which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through June 20, 2002, at 5:00 p.m.

Subject Property: Lot 1, Block 4, South Side Gardens, a subdivision according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court in Plat Book 3, Page 18, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Dennis J. Fullenkamp, Trustee

by that certain instrument dated June 14, 1988, recorded June 17, 1988, in Official Record Book 1996, Page 4595, 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. Right of Way Agreement to Florida Power & Light Company, recorded in Official Record Book 384, Page 737, Public Records of Lee County, Florida, which affects the Southerly 100 feet of subject property.
3. Mortgage executed by Dennis J. Fullenkamp, Trustee, to Mary Lois Duke, an unmarried widow, dated June 15, 1988, recorded June 17 1988 in Official Record Book 1996, Page 4536, Public Records of Lee County, Florida. Said mortgage being modified by instrument recorded in Official Record Book 2319, Page 1197; assigned to Mary Lois Duke, Trustee of the Mary Lois Duke Revocable Trust Agreement dated May 18, 1993, by instrument recorded in Official Record Book 2393, Page 1565; and further modified by instruments recorded in Official Record Book 2538, Page 524 and Official Record Book 2722, Page 364, Public Records of Lee County, Florida

Division of County Lands

Updated In House Title Search
Search No. 21879/C
Date: July 5, 2002
Parcel: 104
Project: Palmetto Avenue
Extension Project #4073

No search has been made regarding 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.

December 12, 2002

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

Re: File Number: 02-03-03.104
Project: Palmetto Avenue Extension
Project No.: 4073
Parcel No.: 104
Owner: Dennis J. Fullenkamp, Trustee
County: Lee County, Florida

Dear Mr. Clemens:

Integra Realty Resources-Southwest Florida is 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 4.562 acres of gross land area, is located within South Side Gardens subdivision at the southeast corner of Palmetto Avenue and Hanson Street in Fort Myers, Lee County, Florida. The property is currently zoned and is designated I-1 (Industrial District One) on the Future Land Use Map ("FLUM") of the City of Fort Myers Comprehensive Plan. The southerly 100 feet of the parent tract, containing 1.345 acres, is encumbered by a Florida Power and Light Company power transmission line easement. The appraisers have estimated the highest and best use of the property to be held speculatively for future development.

The proposed **partial acquisition area** is identified as Parcel 104 and contains 45,022 square feet. This proposed acquisition area is for the improvement/widening of Palmetto Avenue and associated improvements to Hanson Street and is located along both the northerly portion (along the south side of Hanson Street) and the westerly portion (along the easterly side of Palmetto

LOCAL EXPERTISE...NATIONALLY

Avenue) of the parent tract. Parcel 104 is a proposed fee simple acquisition for road right-of-way for Palmetto Avenue extension Parcel 104 has a northerly measurement of 640.48 feet along the south side of Hanson Street; an easterly-most side of 15.58 feet; an irregular southerly and easterly sides (see sketch); a southerly-most side of 50.17 feet; and, a west side, along the existing Palmetto Avenue right-of-way, of 310.12 feet.

The **remainder property**, containing 3.529 acres, consists of an unencumbered portion containing 2.184 acres (95,139 square feet) and a portion encumbered by the power transmission line easement, located along the south 100 feet of the remainder property, which contains 1.345 acres (58,568 square feet). The remainder property has a basically rectangular shape and its highest and best use remains to be held speculatively for future development.

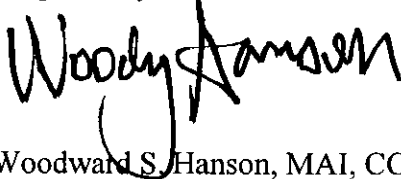
By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal business, it is our opinion that the amount due the owner (as a result of the proposed partial acquisition), as of December 11, 2002, is:

Value of Part Taken:

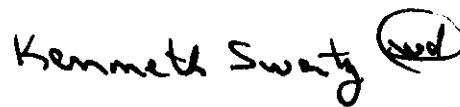
• Land Taken:	\$52,200	
• Improvements Taken:	<u>-0-</u>	
Sub Total (Part Taken):		\$52,200
Net Cost to Cure		-0-
Incurable Severance Damages:		<u>-0-</u>
AMOUNT DUE OWNER:		\$52,200

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,



Woodward S. Hanson, MAI, CCIM, CRE
State-Certified General Real Estate Appraiser
Florida Certificate RZ 0001003



Kenneth F. Swartz, Analyst
State-Certified General Real Estate Appraiser
Florida Certificate RZ 0001297

5-Year Sales History

Parcel No. 104

Palmetto Extension Project, No. 4073

NO SALES in PAST 5 YEARS

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

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94-431-4000 FAX 479-479-6004

LEE COUNTY COUNTY ENGINEER

004



BOARD OF COUNTY COMMISSIONERS

239 478 6615
239.479.6391 FAX

Writer's Direct Dial Number: _____

Bob Janas
District One

VIA FAX TO 372-6604

Douglas R. St.orny
District Two

January 24th, 2003

Ray Judah
District Three

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

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

RE: **PARCEL 104, PALMETTO EXTENSION PROJECT**
Request for review and sign-off on acquisition proposal

James G. Yeager
County Attorney

Diana M. Parker
County Hearing Examiner

Dear Saeed:

The appraisal for parcel 104 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 104

Property Owner: Dennis J. Fullenkamp, Trustee
Appraiser: Integra Realty Resources (W.S. Hanson, MAI, CCIM, CRE)
Appraisal Date: 12/11/02
Appraised Amount: \$52,200
Binding Offer Amount: \$54,700

Binding Offer Approved:

Funds are available in account:

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

310-4315-541-6100

S:\POOL\PalmettoExt\Correspondence\104 City Engineer Approval.wpd