

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

**Blue Sheet No. 20030543**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$5,900.00, for Parcel 108, Veronica S. Shoemaker Blvd. (formerly Palmetto Avenue) 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 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:**

**COMMISSION DISTRICT #:**

*CLF*

**3. MEETING DATE:**

*06-03-2003*

**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. 20030281 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 Veronica S. Shoemaker Blvd. (formerly Palmetto Avenue), Project No. 4073.

This acquisition consists of 478 square feet of fee interest and a 1000 square foot drainage easement, further identified as part of 3587 Palmetto Avenue, Fort Myers, Florida (STRAP Number 30-44-25-00-00002.005A).

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 April 14, 2003, performed by W.S. Hanson, MAI, CCIM, CRE, indicating a value of \$4,900.00. The binding offer to the property owner, William J. Golden, Jr. is for \$5,900.00. 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 \$1,000.00 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$3,000.00 - \$5,000.00 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
- 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>5/19/03</i>	<i>5-19-03</i>	OA	OM	RISK	GC	
					<i>5/20/03</i>	<i>5/20/03</i>	<i>5/20/03</i>	<i>5/20/03</i>	<i>5/20/03</i>

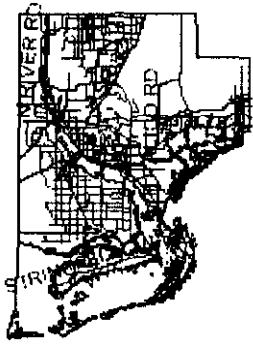
**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

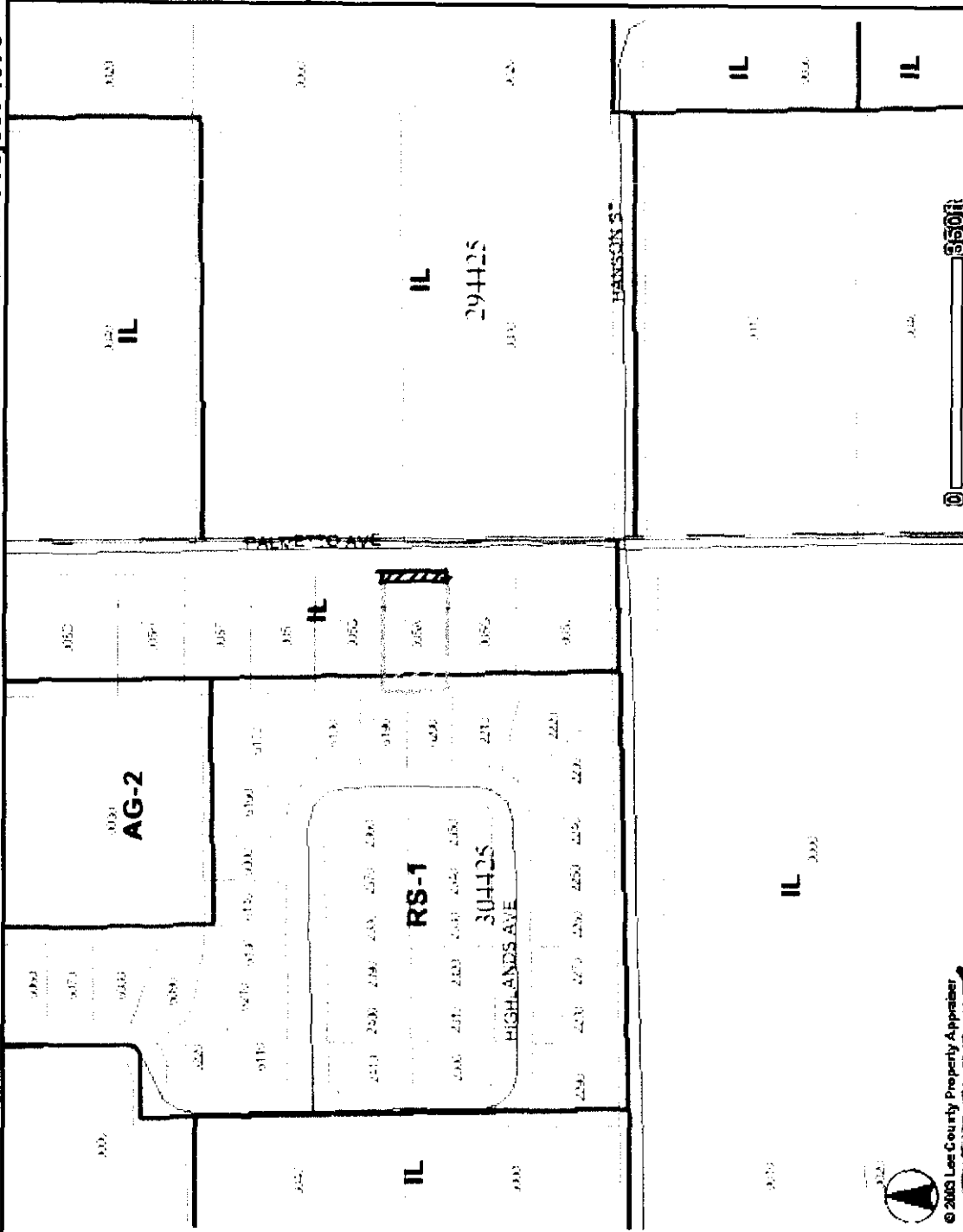
Rec. by CoAtty  
Date: *5/19/03*  
Time: *1:00 PM*  
Forwarded To: *5/20/03*

*5/19/03*  
*4:20 pm*  
*NS*  
*5/20 4:30*

**Parcel 108 Veronica S. Shoemaker Blvd. Extension Project 4073**



- Legend**  
Selected Features
- LPI
  - Block
  - Parcels
  - Parcels Hooks
  - Hydro Features
  - Road Center Line
  - Section Lines
  - Zoning - County



© 2003 Lee County Property Appraiser

This document prepared by  
Lee County Division of County Lands  
Project: Palmetto Extension Project  
Parcel: 108  
STRAP No.: 30-44-25-00-00002.005A

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 **William J. Golden, Jr.**; hereinafter referred to as SELLER, whose address is **4810 Higginbotham Road, Fort Myers, Florida 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 478 square feet more or less, and located at 3587 Palmetto Avenue, Fort Myers, Florida and more particularly described in "Exhibit A" attached hereto and made a part hereof, and a drainage easement consisting of 1000 square feet more or less and more particularly described in "Exhibit B" 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 **Five Thousand Nine Hundred and no/100 dollars (\$5,900.00)**, 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 **\$5,900.00**, 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:

\_\_\_\_\_  
William J. Golden, Jr. (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"**

August 19, 2002

**DESCRIPTION**

**PARCEL IN  
SECTION 30, TOWNSHIP 44 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA**

**PARCEL NO. 108**

**PARENT STRAP NO. 30-44-25-00-00002.005A**

A tract or parcel of land located in lands lying in Section 30, Township 44 South, Range 25 East, Lee County, Florida, as described in Official Record Book 3124 at Page 1 of the Public Records of Lee County, Florida, which tract or parcel is described as follows:

From the northeast corner of said Section 30 run S 01° 12' 56" E along the east line of said section for 950.00 feet; thence run S 88° 48' 54" W for 30.00 to the northeast corner of said lands; thence run S 01° 12' 56" E for 10.76 feet to the Point of Beginning.

From said Point of Beginning continue S 01° 12' 56" E along the east line of said lands for 89.24 feet to an intersection with the south line of said lands; thence run S 88° 48' 54" W along said south line for 7.56 feet; thence run N 00° 56' 54" W for 39.41 feet; thence run N 07° 12' 06" E for 50.37 feet to an intersection with the east line of said lands and the Point of Beginning.

Parcel contains 478 square feet, more or less.

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

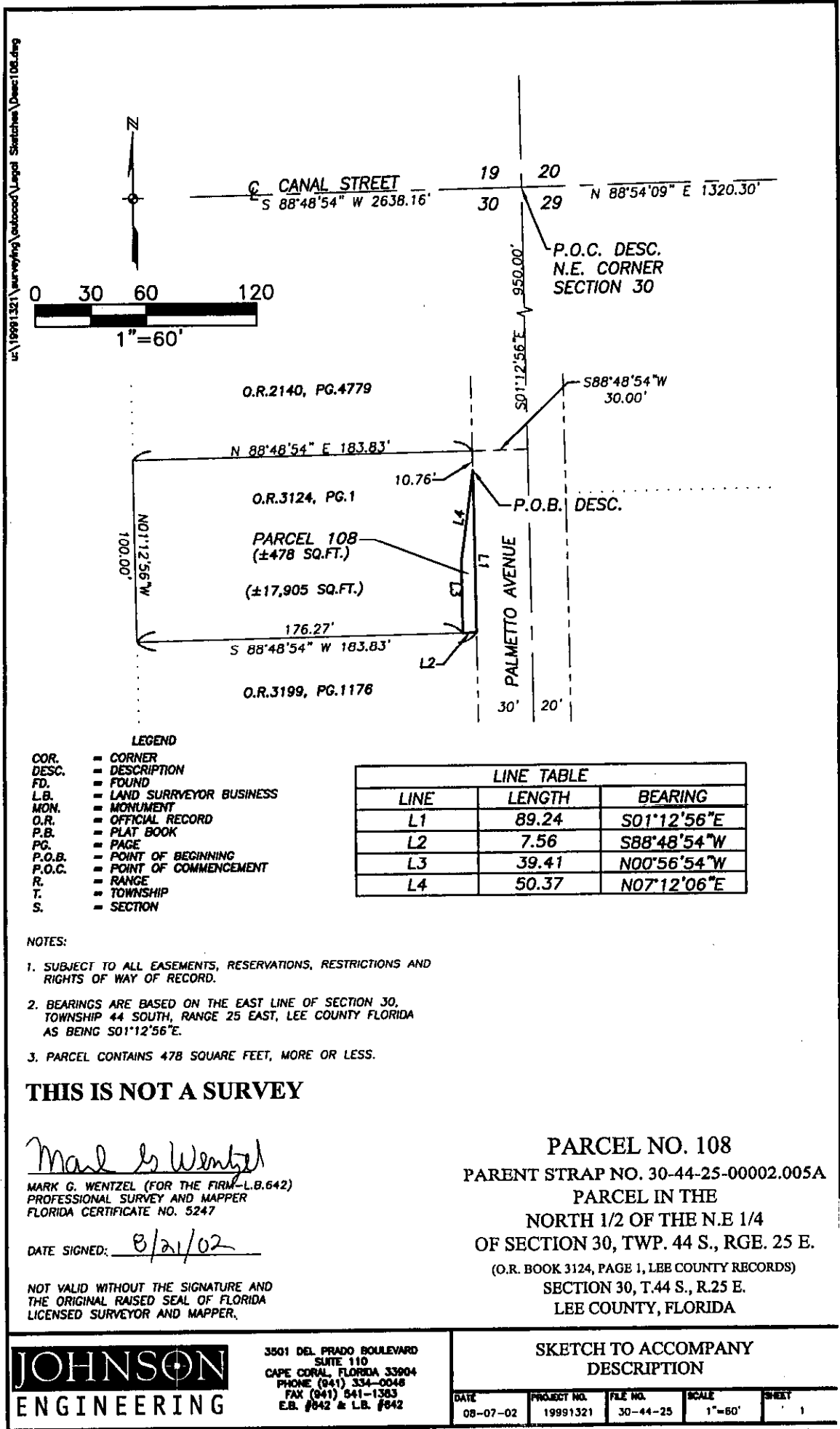
Bearings hereinabove mentioned are based on the east line of Section 30, Township 44 South, Range 25 East to bear S 01° 12' 56" E.

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

19991321\Parcel No. 108 - 081902



# Exhibit "A"





Parcel 108-D

January 15, 2003

**DESCRIPTION**

**10' CONSTRUCTION & DRAINAGE EASEMENT  
SECTION 30, T. 44 S., R. 25 E  
LEE COUNTY, FLORIDA**

A tract or parcel of land lying in Section 30, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the northeast corner of said Section 30 run S 01° 12' 56" E along the east line of said section for 950.00 feet to the easterly prolongation of the north line of lands as described in deed recorded in Official Record Book 3124 at Page 1, Public Records of Lee County, Florida; thence run S 88° 48' 54" W along said prolongation for 30.00 feet to the northeast corner of said lands and the Point of Beginning.

From said Point of Beginning; thence run S 01° 12' 56" E along the east line of said lands for 10.76 feet; thence departing said east line run S 07° 12' 06" W for 50.37 feet; thence run S 00° 56' 54" E for 39.41 feet to an intersection with the south line of said lands; thence run S 88° 48' 54" W along said south line for 10.00 feet; thence run N 00° 56' 54" W for 100.00 feet to an intersection with said north line; thence run N 88° 48' 54" E along said north line for 17.14 feet to the Point of Beginning.

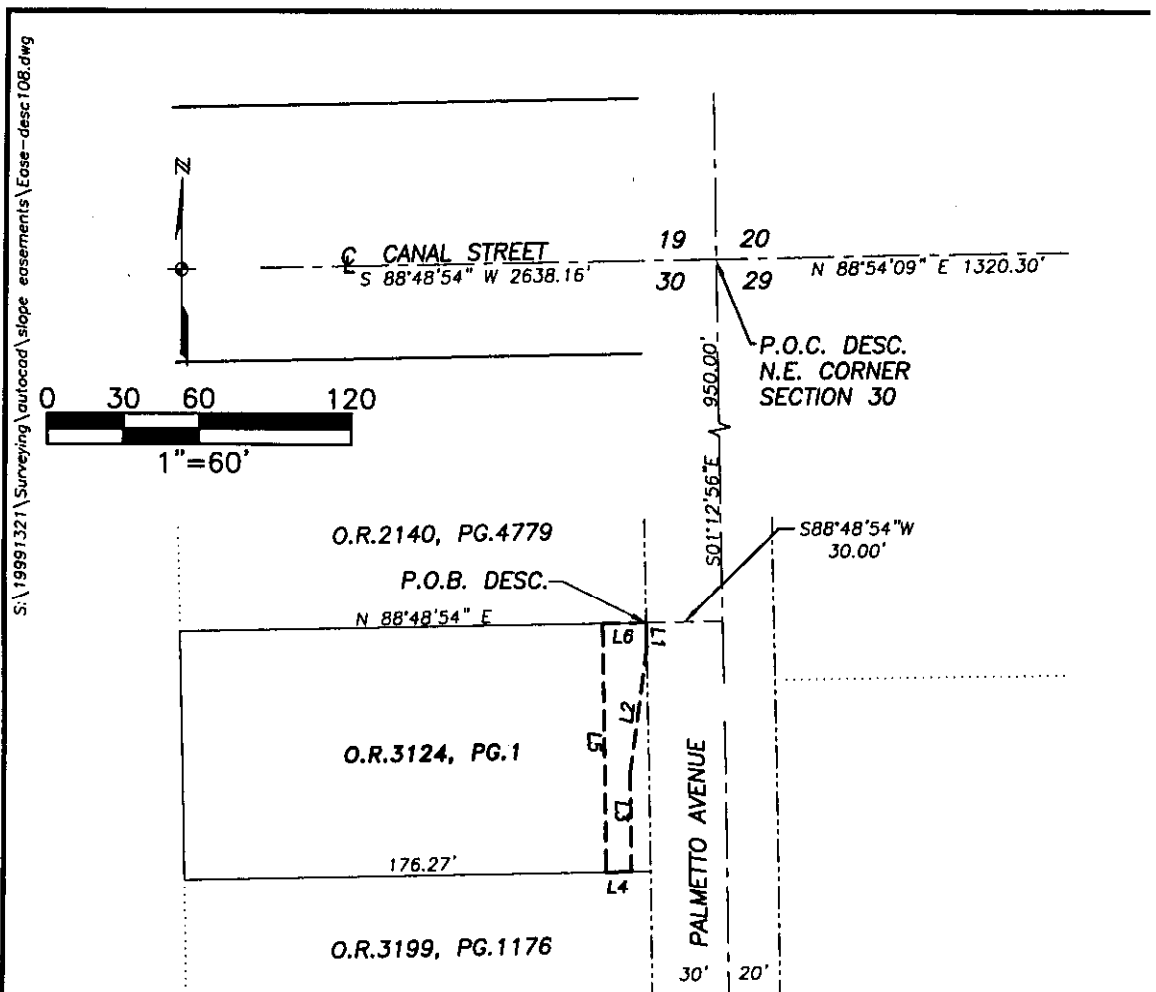
Containing 1,255 square feet, more or less.

Bearings hereinabove mentioned are based on the east line of Section 30, Township 44 South, Range 25 East to bear N 01° 12' 56" W.

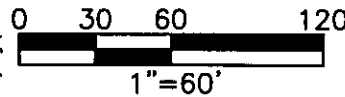
Mark G. Wentzel (For The Firm LB-642)  
Professional Land Surveyor  
Florida Certificate No. 5247

19991321/CDE 108 011503

# Exhibit "B"



S:\19991321\Surveying\autocad\slope easements\Ease-desc10B.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

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.76	S01°13'00"E
L2	50.37	S07°12'06"W
L3	39.41	S00°56'54"E
L4	10.00	S88°48'54"W
L5	100.00	N00°56'54"W
L6	17.14	N88°47'00"E

**NOTES:**

- 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 1,255 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: 3/17/03

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

**CONSTRUCTION & DRAINAGE EASEMENT ALONG PARCEL 108**  
SECTION 30, 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. #842 & L.B. #842

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
1-3-2003	19991321	30-44-25	1"=60'	1

**Division of County Lands**

**In House Title Search**

Search No. 22074

Date: June 20, 2002

Parcel: 108

Project: Palmetto Avenue Extension

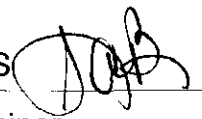
Project #4072

To: Michele S. McNeill, SR/WA

Property Acquisition Agent

From: Shelia A. Bedwell, CLS

Real Estate Title Examiner



STRAP: 30-44-25-00-00002.005A

*No changes except as noted, as of 4/21/03. SSB*

This search covers the period of time from January 1, 1940, at 8:00 a.m. to June 6, 2002, at 5:00 p.m.

**Subject Property:** The south 100 feet of the North 1050 feet of the West 183.83 feet of the East 213.83 feet of the North half of the Northeast quarter of Section 30, Township 44 South, Range 25 East, Lee County, Florida, being Lot 10, Southside Industrial Park.

Title to the subject property is vested in the following:

**William J. Golden, Jr.**

by that certain instrument dated May 6, 1999, recorded May 28, 1999, in Official Record Book 3124, Page 1, 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. Easement to Florida Power & Light Company, recorded in Deed Book 227, Page 451, Public Records of Lee County, Florida.
3. Mortgage executed by William D. Wetzel, a single man, to The Citizens and Southern National Bank of Florida by instrument dated September 15, 1989, recorded September 18, 1989, in Official Record Book 2096, Page 4133; thereafter mortgage was assigned to Heritage National Bank, by Assignment of Mortgage, recorded November 30, 1992, in Official Record Book 2343, Page 4207, in the Public Records of Lee County, Florida. Said mortgage being modified by instruments recorded in Official Record Book 2343, Page 4208; Official Record Book 2659, Page 3765; and Official Record Book 3080, Page 499, Public Records of Lee County, Florida.

**Division of County Lands****In House Title Search**

Search No. 22074

Date: June 20, 2002

Parcel: 108

Project: Palmetto Avenue Extension

Project #4072

4. Assignment of Leases and/or Rents between William D. Wetzel, a single man and The Citizens and Southern National Bank of Florida, dated September 15, 1989 recorded September 18, 1989 in Official Record Book 2096, Page 4141, as assigned to Heritage National Bank, by instrument recorded in Official Record Book 2343, Page 4207 filed in the Public Records of Lee County, Florida.
5. U.C.C. between William D. Wetzel and The Citizens and Southern National Bank of Florida, recorded September 18, 1989 in Official Record Book 2096, Page 4146, Public Records of Lee County, Florida.
6. Mortgage executed by William J. Golden, Jr., a single person, in favor of Old Florida Bank, dated May 6, 1999, recorded May 28, 1999, in Official Record Book 3124, Page 4, Public Records of Lee County, Florida.
7. Assignment of Rents between William J. Golden, Jr., a single person and Old Florida Bank dated May 6, 1999, recorded May 28, 1999, in Official Record Book 3124, Page 11, Public Records of Lee County, Florida.
8. Mortgage executed by William J. Golden, Jr., a single man and Golden Boat Lifts, Inc. in favor of William D. Wetzel, a married man, dated May 6, 1999, recorded May 28, 1999, in Official Record Book 3124, Page 16, Public Records of Lee County, Florida.
9. Final Judgment against William J. Golden, recorded 7/18/02 in OR 3688/1278 and re-recorded 8/12/02 in OR 3703/4878, Public Records of Lee County, Florida.

**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.**

April 14, 2003

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

SUBJECT: File Number: 02-03-03.108  
Project: Veronica S. Shoemaker Blvd.  
Formerly Palmetto Avenue Extension  
Project No. 4073, Parcel 108  
Owner: William J. Golden, Jr.  
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 18,383 square feet of gross land area, is located along the west side of Veronica S. Shoemaker Blvd. (formerly Palmetto Avenue) 245.56 feet north of Hanson Street in the Fort Myers market area, Lee County, Florida. The parent tract has 100.00 feet of frontage along the westerly right-of-way of Veronica S. Shoemaker Blvd. and 100.00 feet along its western boundary. It has a northerly and southerly side measuring 183.83 feet. The property is zoned IL, Light Industrial 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" is for future industrial development.

The parent tract is improved with a one story metal warehouse building with overhead doors occupied by Golden Manufacturing. It contains 7,425 square feet of enclosed area and was built in 1970. There is also a separate manufactured office, storage bins and various site improvements. The highest and best use "as improved" is for continued utilization as a warehouse building. The parent tract value estimate is exclusive of the improvements that are outside the proposed acquisition area that are considered to be unaffected by the taking.

One **partial acquisition area** identified as Parcel 108 (Fee Taking) contains 478 square feet and is a narrow irregular shaped tract located along most of the easterly portion of the parent tract. It is a proposed fee simple acquisition for road right-of-way and various improvements for Veronica S.

LOCAL EXPERTISE...NATIONALLY

Shoemaker Blvd. Parcel 108 (Fee Taking) has an east side along the existing Veronica S. Shoemaker Blvd. right-of-way that measures 89.24 feet and a west side that measures 89.78 feet. Its north side comes to a point and the south side is 7.56 feet. Improvements located within this partial acquisition area include chain link fencing with sliding gates and a portion of the asphalt paved driveway and parking area.

Another **partial acquisition area** identified as Parcel 108 (Drainage Easement) contains 1,255 square feet and is a narrow irregular shaped tract. This proposed acquisition area is for a perpetual stormwater drainage easement that would include stormwater drainage facilities, including the installation of 40 linear feet of 12" x 18" pipe. 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 easterly side has 89.78 feet located along the west side of Parcel 108 (Fee Taking) and 10.76 feet of its northern portion is located along the existing Veronica S. Shoemaker Blvd. right-of-way. It has a width along its north side of 17.14 feet and along its south side of 10 feet. It measures 100.00 feet along its west side. Improvements located within this partial acquisition area include chain link fencing and a portion of the asphalt paved driveway and parking area.

The **remainder property** contains 17,905 square feet inclusive of Parcel 108 (Drainage Easement) area. The remainder property, similar to the parent tract before the takings, has a basically rectangular shape. Its depth, inclusive of the easement area remains at 183.83 feet along its northern side and is 176.27 feet along its southern side. Parcel 108's width along its western boundary remains at 100.00 feet and its eastern boundary is 100.54 feet. The highest and best use remains unchanged with "as vacant" for future industrial development and "as improved" for continued utilization as a warehouse building.

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 April 14, 2003, is:

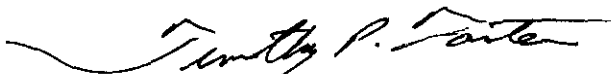
Value of Property Rights Taken:	
Parcel 108 (Fee Taking)	\$700
Parcel 108 (Drainage Easement)	<u>600</u>
Sub Total (Property Rights Taken)	\$1,300
Value of Improvements Taken	3,300
Incurable Severance Damages	-0-
Net Cost to Cure	<u>300</u>
<b>Total Amount Due Owner:</b>	<b>\$4,900</b>

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



Timothy P. Foster, Analyst  
State Certified General Real Estate Appraiser  
Florida Certificate RZ 0002526

# 5-Year Sales History

Parcel No. 107

Veronica S. Shoemaker Blvd. (formerly Palmetto Avenue) Project, No. 4073

Grantor	Grantee	Price	Date	Arms Length Y/N
Capital Properties Group, Inc.	South Florida Shutter & Window Company, Inc.	\$205,000	12/10/99	Y
Syndicated Capital Management Group, Inc.	Capital Properties Group, Inc.	\$3,600	7/14/98	N

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



05/12/2003 MON 09:27 FAX 239 479 8391

LEE COUNTY-COUNTY LANDS

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BOARD OF COUNTY COMMISSIONERS

239 479 8505  
239.479.8391 FAX

Writer's Direct Dial Number: \_\_\_\_\_

Bob Janes  
District One

VIA FAX TO 332-6604

Douglas R. Sr. Comy  
District Two

May 12, 2003

Ray Judah  
District Three

Andrew W. Coy  
District Four

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

James G. Yaeger  
County Attorney

Diana M. Parker  
County Hearing Examiner

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

RE: **PARCEL 108, PALMETTO EXTENSION PROJECT**  
Request for review and sign-off on acquisition proposal

Dear Saeed:

The appraisal for parcel 108 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 108**  
Property Owner: William J. Golden, Jr.  
Appraiser: Integra Realty Resources  
Appraisal Date: 4/14/03  
Appraised Amount: \$4,900  
**Binding Offer Amount: \$5,900**

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\108 City Engineer Approval.wpd