

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

**Blue Sheet No. 20030544**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$6,600.00, for Parcel 107, 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 #:**

*CLG*

**3. MEETING DATE:**

*06-03-2003*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

**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
- 5-12-03*

TIME REQUIRED:

**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 779 square feet of fee interest and a 1000 square foot drainage easement, further identified as part of 3593 Palmetto Avenue, Fort Myers, Florida (STRAP Number 30-44-25-00-00002.005G).

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 \$5,600.00. The binding offer to the property owner, South Florida Shutter and Window Company, Inc. is for \$6,600.00. 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
					OA	OM	RISK	GC	
<i>K. Forsyth</i>		N/A	<i>5/19/03</i>	<i>5/19/03</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:  
*3/19/03 4:14*

*5/19/03*  
*4:20pm*  
*HS*  
*5/20 4:30*  
*C*



This document prepared by  
Lee County Division of County Lands  
Project: Palmetto Extension Project  
Parcel: 107  
STRAP No.: 30-44-25-00-00002.005G

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 **South Florida Shutter and Window Company, Inc., a Florida corporation**; hereinafter referred to as SELLER, whose address is **3593 Palmetto Avenue, Fort Myers, Florida 33916**, 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 779 square feet more or less, and located at 3593 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 **Six Thousand Six Hundred and no/100 dollars (\$6,600.00)**, 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 **\$6,600.00**, 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:

SELLER: South Florida Shutter and Window Company, Inc., a Florida Corporation

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Christopher Whitaker (DATE)  
President

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)



August 19, 2002

**DESCRIPTION**

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

**PARCEL NO. 107**

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

A tract or parcel of land located in lands described in Official Record Book 3199 at Page 1176 of the Public Records of Lee County, Florida, lying in Section 30, Township 44 South, Range 25 East, Lee County, Florida, with 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 30 for 1050.00 feet; thence run S 88° 48' 54" W for 30.00 feet to the northeast corner of said lands and the Point of Beginning.

From said Point of Beginning run S 01° 12' 56" E along the east line of said lands for 100.00 feet to an intersection with the south line of said lands; thence run S 88° 48' 54" W along said south line for 8.02 feet; thence run N 00° 56' 54" W for 100.00 feet to the north line of said lands; thence run N 88° 48' 54" E along said north line for 7.56 feet to the Point of Beginning.

Parcel contains 779 square feet, more or less.

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

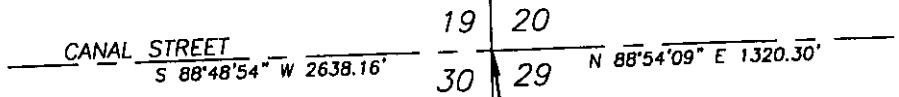
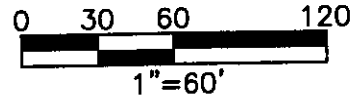
Bearings hereinabove mentioned are based on the east line of Section 30, Township 44 South, Range 25 East to bear S 01° 12' 56" E.

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

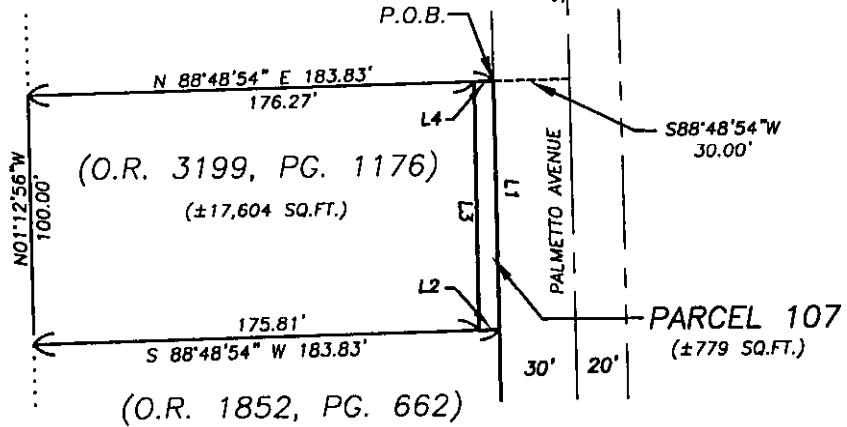


# Exhibit "A"

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(O.R. 3124, PG. 1)



LINE TABLE		
LINE	LENGTH	BEARING
L1	100.00	S01°12'56"E
L2	8.02	S88°48'54"W
L3	100.00	N00°56'54"W
L4	7.56	N88°48'54"E

**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

**NOTES:**

1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
2. 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.
3. PARCEL CONTAINS 779 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. 107**

PARENT STRAP NO. 30-44-25-00-00002.005G  
A PARCEL IN THE NORTH 1/2 OF THE  
N.E.1/4 OF SECTION 30, TWP. 44 S., RGE. 25 E.

(O.R. BOOK 3199, PAGE 1176,  
LEE COUNTY RECORDS)  
SECTION 30, T.44 S., R.25 E.  
LEE COUNTY, FLORIDA

**JOHNSON ENGINEERING**

3801 DEL PRADO BOULEVARD  
SUITE 110  
CAPE CORAL, FLORIDA 33904  
PHONE (941) 334-0048  
FAX (941) 541-1383  
E.B. #642 & L.B. #642

**SKETCH TO ACCOMPANY DESCRIPTION**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-19-02	19991321	30-44-25	1"=60'	1



Parcel 107-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 1050.00 feet to the easterly prolongation of the north line of lands as described in deed recorded in Official Record Book 3199 at Page 1176, Public Records of Lee County, Florida; thence run S 88° 48' 54" W along said prolongation and said north line for 37.56 feet to the Point of Beginning.

From said Point of Beginning run S 00° 56' 54" E for 100.00 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 10.00 feet to the Point of Beginning.

Containing 1,000 square feet, more or less.

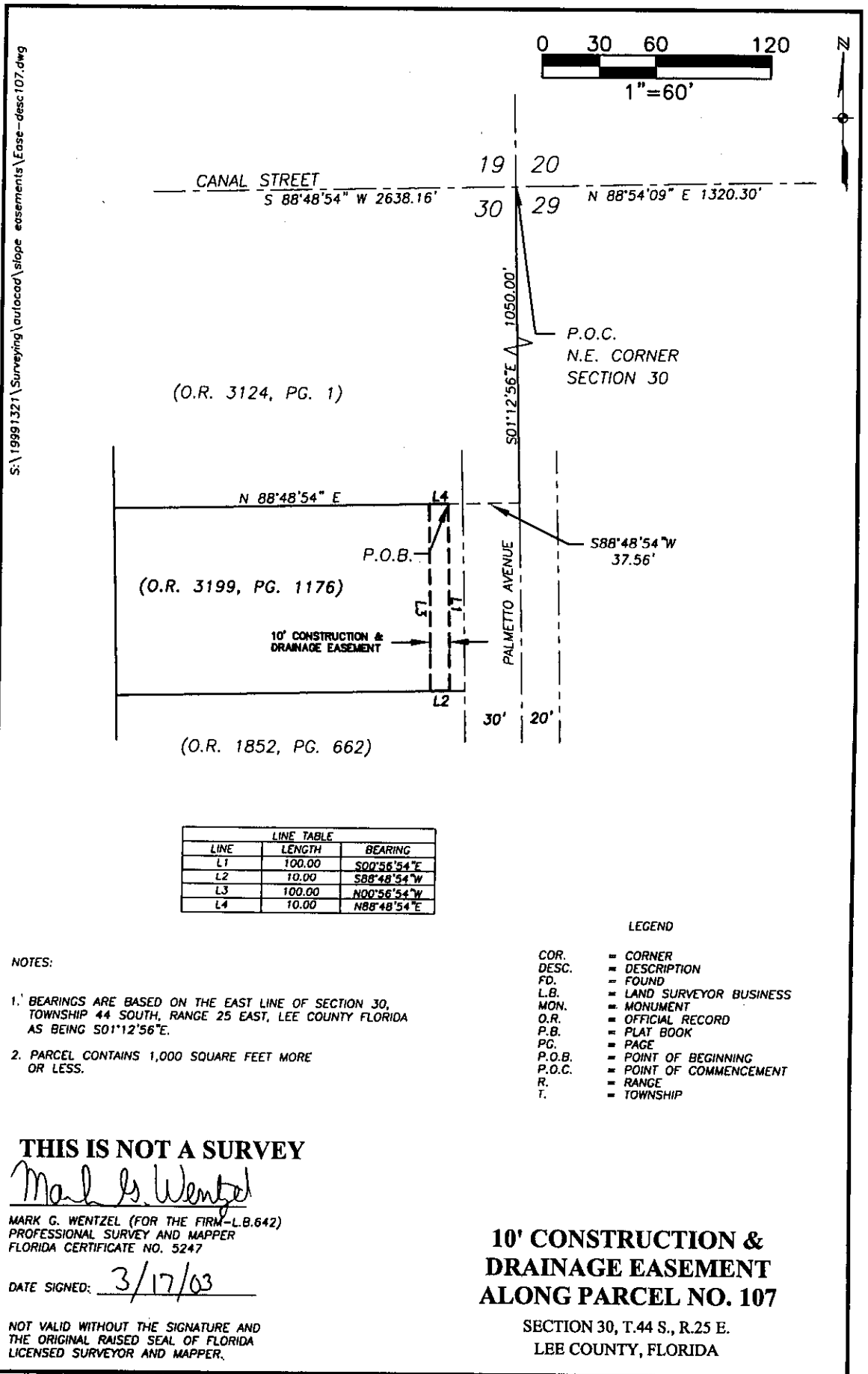
Bearings hereinabove mentioned are based on the east line of Section 30, Township 44 South, Range 25 East to bear N 01° 12' 56" W.

*Mark G. Wentzel*

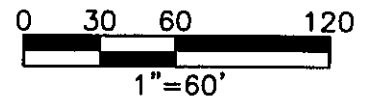
Mark G. Wentzel (For The Firm LB-642)  
Professional Land Surveyor  
Florida Certificate No. 5247

19991321/cde107

# Exhibit "B"

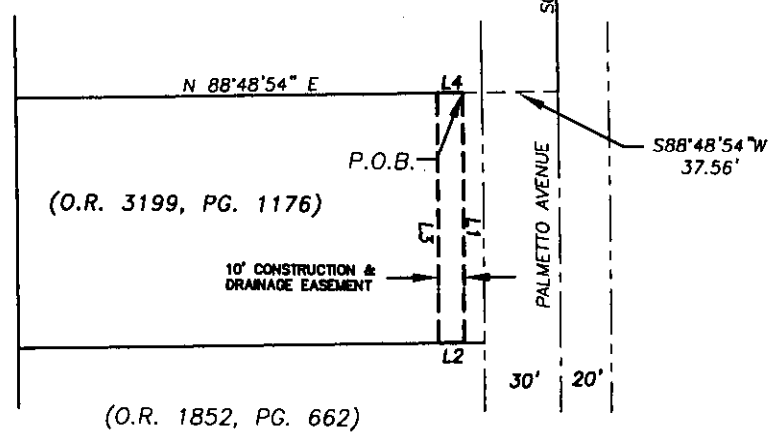


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CANAL STREET  
 S 88°48'54" W 2638.16'  
 19 20  
 30 29 N 88°54'09" E 1320.30'

(O.R. 3124, PG. 1)



(O.R. 3199, PG. 1176)

(O.R. 1852, PG. 662)

LINE TABLE		
LINE	LENGTH	BEARING
L1	100.00	S00°56'54"E
L2	10.00	S88°48'54"W
L3	100.00	N00°56'54"W
L4	10.00	N88°48'54"E

**LEGEND**

- COR. = CORNER
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- MON. = MONUMENT
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- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R. = RANGE
- T. = TOWNSHIP

**NOTES:**

1. 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.
2. PARCEL CONTAINS 1,000 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.

**10' CONSTRUCTION & DRAINAGE EASEMENT ALONG PARCEL NO. 107**

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) 841-1383  
 E.B. #642 & L.B. #642

**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. 22073

Date: June 17, 2002

Parcel: 107

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: 30-44-25-00-00002.005G

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.

*No change as of 4/21/03 SS.*

**Subject Property:** The South 100 feet of the North 1150 feet of the West 183.83 feet of the East 213.83 feet of the North ½ of the Northeast quarter of Section 30, Township 44 South, Range 25 East, Lee County, Florida, being known as Lot 11, Southside Industrial Park.

Title to the subject property is vested in the following:

**South Florida Shutter and Window Company, Inc., a Florida corporation**

by that certain instrument dated December 10, 1999, recorded December 14, 1999, in Official Record Book 3199, Page 1176, 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 229, Page 356, Public Records of Lee County, Florida.
3. Mortgage executed by Syndicated Capital Management Group, Inc. in favor of Fortune Savings Bank, dated December 30, 1988, recorded January 4, 1989, in Official Record Book 2040, Page 1085, Public Records of Lee County, Florida.
4. Assignment of Leases and/or Rents between Syndicated Capital Management Group, Inc. and Fortune Savings Bank, recorded January 4, 1989 in Official Record Book 2040, Page 1111, filed in the Public Records of Lee County, Florida.
5. U.C.C. between Syndicated Capital Management Group, Inc. and Fortune Savings Bank, recorded January 4, 1989, in Official Record Book 2040, Page 117, as amended and continued in Official Record Book 2418, Page 1602, Public Records of Lee County, Florida.

**Division of County Lands**

**In House Title Search**

Search No. 22073

Date: June 17, 2002

Parcel: 107

Project: Palmetto Avenue Extension  
Project #4072

6. Mortgage executed by South Florida Shutter and Window Company, Inc., a Florida corporation in favor of Atlantic States Bank, dated December 10, 1999, recorded December 14, 1999, in Official Record Book 3199, Page 1177, Public Records of Lee County, Florida.
7. Assignment of Leases and/or Rents between South Florida Shutter and Window Company, Inc., a Florida corporation and Atlantic States Bank, recorded December 14, 1999, in Official Record Book 3199, Page 1185, filed in the Public Records of Lee County, Florida.
8. U.C.C. between South Florida Shutter and Window Company, Inc., a Florida corporation and Atlantic States Bank, recorded December 14, 1999, in Official Record Book 3199, Page 1189, Public Records of Lee County, Florida.

**Tax Status:** Tax certificate 02-005043 outstanding for 2001 taxes.  
*(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.**

# INTEGRA Realty Resources

SOUTHWEST FLORIDA ■ FORT MYERS

April 15, 2003

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

SUBJECT: File Number: 02-03-03.107  
Project: Veronica S. Shoemaker Blvd.  
Formerly Palmetto Avenue Extension  
Project No. 4073, Parcel 107  
Owner: South Florida Shutter and Window Company, Inc.  
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) 145.56 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 CBS warehouse building known as Storm Tech with overhead doors and a front canopy. It contains 5,760 square feet of enclosed area and was built in 1979. There is also a separate manufactured office, storage unit 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 107 (Fee Taking) contains 779 square feet and is a narrow rectangular tract located along 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. Shoemaker Blvd. Parcel 107 (Fee Taking) has an east side along the existing Veronica S. Shoemaker Blvd. right-of-way and a west side that both measure 100.00 feet. It has a northerly side of 7.56 feet and a southerly side of 8.02 feet.

LOCAL EXPERTISE...NATIONALLY

Improvements located within this partial acquisition area include chain link fencing with a sliding gate and a portion of the asphalt paved driveway.

Another **partial acquisition area** identified as Parcel 107 (Drainage Easement) contains 1,000 square feet. This proposed acquisition area is for a perpetual stormwater drainage easement that would include stormwater drainage facilities, including the installation of 32 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. It is located along the west side of Parcel 107 (Fee Taking) and has a width along its north and south side of 10.00 feet and a depth of 100.00 feet along its east and west side. Improvements located within this partial acquisition area include a portion of the asphalt paved driveway and parking area, two palm trees and a flag pole.

The **remainder property** contains 17,604 square feet inclusive of Parcel 107 (Drainage Easement) area. The remainder property, similar to the parent tract before the takings, has a rectangular shape. Its depth, inclusive of the easement area is reduced to 176.27 feet along its northern side and 175.81 feet along its southern side. Parcel 107's width remains at 100.00 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.

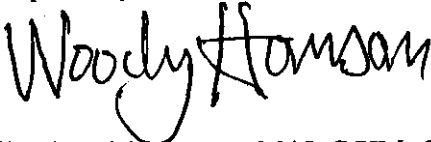
By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal business, it is our opinion that the amount due the owner (as a result of the proposed partial acquisitions), as of April 14, 2003, is:

Value of Property Rights Taken:

Parcel 107 (Fee Taking)	\$1,100	
Parcel 107 (Drainage Easement)	<u>500</u>	
Sub Total (Property Rights Taken)		\$1,600
Value of Improvements Taken		3,800
Incurable Severance Damages		-0-
Net Cost to Cure		<u>200</u>
<b>Total Amount Due Owner:</b>		<b>\$5,600</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
William D. Wetzel	William J. Golden, Jr.	\$127,900	5/6/99	Y

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



05/12/2003 MON 00:20 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 Janas  
District One

VIA FAX TO 332-6604

Douglas R. St. Cerny  
District Two

May 12, 2003

Ray Judah

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

Andrew W. Coy  
Chamber Court

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

RE: **PARCEL 107, PALMETTO EXTENSION PROJECT**  
Request for review and sign-off on acquisition proposal

James A. Cooper  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

Dear Saeed:

The appraisal for parcel 107 has been reviewed and approved by County Staff and we are preparing to request Board approval to make a binding offer. Below is the relevant data for this parcel. Please review and approve on behalf of the City as well as confirm that funds are available. Thank you.

Sincerely,

Michele S. McNeill, SRWA  
Property Acquisition Agent

**Parcel 107**

Property Owner: South Florida Shutter and Window Company, Inc.  
Appraiser: Integra Realty Resources  
Appraisal Date: 4/14/03  
Appraised Amount: \$5,600  
**Binding Offer Amount: \$6,600**

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\107 City Engineer Approval.wpd