

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 200 21358

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$18,200.00, for Parcel 111 and 111DE, 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 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

CLB

3. MEETING DATE:

12-17-2002

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

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 *11-25-02*

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 Palmetto Extension, Project No. 4073.

This acquisition consists of vacant property, further identified as part of 3550 Palmetto Ave. Ft. Myers. (Strap Number 29-44-25-01-00001.001A)

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 October 17, 2002, performed by Woodward Hanson, MAI, CCIM, CRE of Integra Realty Resources, Inc., indicating a value of \$17,200.00. The binding offer to the property owner, Fred B. Towell, Trustee, is for \$18,200.00. 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 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>R. Cloninger for AG Co. Lands 11/14/02 K. Forsyth</i>		N/A	N/A	<i>John J. Fredy 12-2-02</i>	QA <i>12-4-02</i>	OM <i>12/4/02</i>	RISK <i>12/04/02</i>	GC <i>12/4/02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12/2/02*
Time: *1:05 PM*
Forwarded To: *CO. ASAC*
12/3/02 10AM

RECEIVED BY COUNTY ADMIN. *EW*
12-3-02
11:10
COUNTY ADMIN.
FORWARDED TO: *BI*
12/3/02

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 111 and 111DE
STRAP No.: 29-44-25-01-00001.001A

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 _____, 20____ by and between **Fred B. Towell, Trustee of the Fred B. Towell Trust**, hereinafter referred to as SELLER, whose address is 117 Jefferson Street, Fort Myers Beach, FL 33931, 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 0.18 acres more or less and a drainage easement consisting of 0.08 acres more or less, and located at 3550 Palmetto Avenue, Fort Myers, FL 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 **Eighteen thousand two hundred and no/100 dollars (\$18,200.00)**, 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 \$18,200.00, 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:

Fred B. Towell, Trustee (DATE)

CHARLIE GREEN, CLERK

BUYER:
LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)



August 19, 2002

DESCRIPTION

**PARCEL IN
SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

PARCEL NO. 111

PARENT STRAP NO. 29-44-25-01-00001.001A

A tract or parcel of land located in the south 110 feet of the west 396 feet of Lot 1, Block 1, South Side Gardens as recorded in Plat Book 3 at Page 18, Lee County, Florida Public Records, lying in Section 29, Township 44 South, Range 25 East, Lee County, Florida, said tract or parcel is described as follows:

From the northwest corner of said Lot 1 run S 01° 12' 56" E along the west line of said lot for 200.12 feet to the northwest corner of said fraction of Lot 1 and the Point of Beginning.

From said Point of Beginning run N 88° 55' 43" E along the north line of said fraction for 70.00 feet; thence run S 01° 13' 00" E for 110.00 feet to the south line of said Lot 1; thence run S 88° 55' 43" W along the south line for 70.01 feet to an intersection with said east line; thence run N 01° 12' 56" W along said east line for 110.00 feet to the Point of Beginning.

Parcel contains 7,701 square feet, more or less.

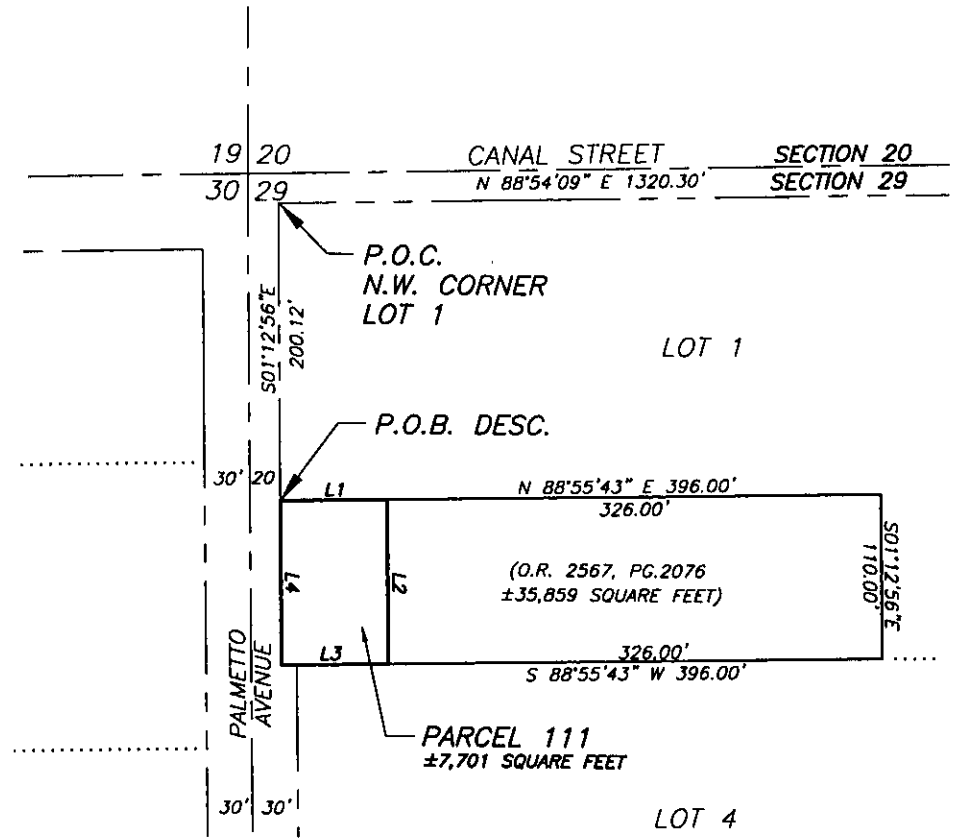
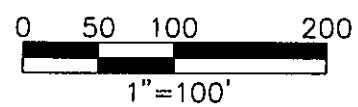
SUBJECT TO easements, reservations, restrictions and right-of-ways of record.

Bearings hereinabove mentioned are based on the south line of Lot 1, Block 1, South Side Gardens as recorded in Plat Book 3 at Page 18, Lee County, Florida Records to bear S 88° 55' 43" W.

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

19991321\Parcel No. 111 - 072502

u:\19991321\surveying\outboard\Legal Sketches\Dec111.dwg



LINE TABLE		
LINE	LENGTH	BEARING
L1	70.00	N88°55'43"E
L2	110.00	S01°13'00"E
L3	70.01	S88°55'43"W
L4	110.00	N01°12'56"W

NOTES:

- SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
- 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 ±7,701 SQUARE FEET, MORE OR LESS.

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

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: 8/21/02

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

PARCEL NO. 111

PARENT STRAP NO. 29-44-25-01-00001.001A
PART OF LOT 1, BLOCK 1
SOUTH SIDE GARDENS
(PLAT BOOK 3, PAGE 18,
LEE COUNTY RECORDS)
SECTION 29, 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. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-20-02	19991321	29-44-25	1"=100'	1

Parcel 111 DE

August 19, 2002

DESCRIPTION

**30 FOOT DRAINAGE EASEMENT
SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST**

LEE COUNTY, FLORIDA

A tract or parcel of land for drainage easement purposes located in the south 110.00 feet of the west 396.00 feet of Lot 1, Block 1, South Side Gardens as recorded in Plat Book 3 at Page 18, Lee County, Florida Public Records, lying in Section 29, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

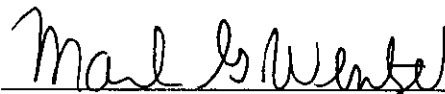
From the northwest corner of said Lot 1 run S 01° 12' 56" E along the west line of said lot for 200.12 feet to the northwest corner of said fraction of Lot 1; thence run N 88° 55' 43" E along the north line of said fraction for 70.00 feet to the Point of Beginning.

From said Point of Beginning continue along said north line N 88° 55' 43" E for 30.00 feet; thence run S 01° 13' 00" E for 110.00 feet to the south line of said Lot 1; thence run S 88° 55' 43" W along said south line for 30.00 feet; thence run N 01° 13' 00" W for 110.00 feet to an intersection with said north line and the Point of Beginning.

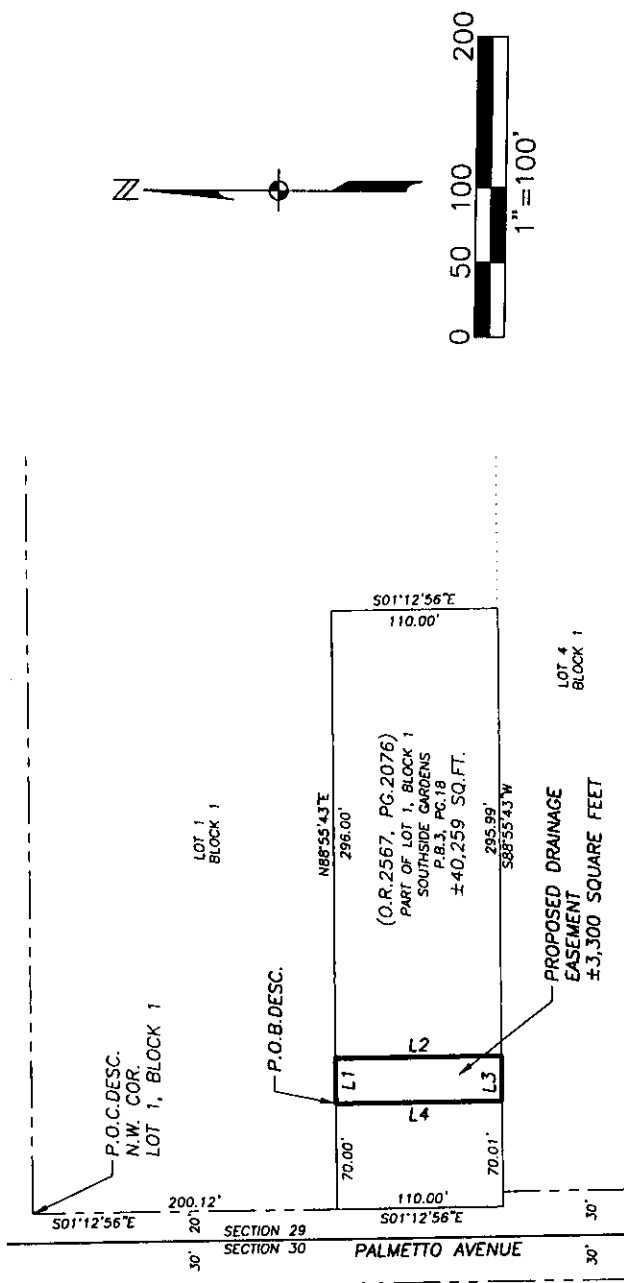
Parcel contains 3,300 square feet, more or less.

SUBJECT TO easements and right-of-ways of record.

Bearings hereinabove mentioned are based on the south line of Lot 1, Block 1, South Side Gardens as recorded in Plat Book 3 at Page 18, Lee County, Florida Records to bear S 88° 55' 43" W.



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



LINE	LENGTH	BEARING
L1	30.00	N88°55'43"E
L2	110.00	S01°13'00"E
L3	30.00	S88°55'43"W
L4	110.00	N01°13'00"W

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.

- NOTES:
- SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
 - BEARINGS ARE BASED ON THE WEST LINE OF LOT 1, BLOCK 1 OF SOUTHSIDE GARDENS, PB 3, PG 18 AS RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY FLORIDA, AS BEING S 01°12'56"E.
 - PARCEL CONTAINS 3,300 SQUARE FEET MORE OR LESS.
 - POC = POINT OF COMMENCEMENT
 - POB = POINT OF BEGINNING
 - PB = PLAT BOOK
 - PG = PAGE

30' DRAINAGE EASEMENT
 PART OF LOT 1, BLOCK 1
 SOUTHSIDE GARDENS
 SUBDIVISION

(PLAT BOOK 3, PAGE 18,
 LEE COUNTY RECORDS)
 SECTION 29, T.44 S., R.25 E.
 LEE COUNTY, FLORIDA

3501 DEL PRADO BOULEVARD
 SUITE 110
 CAPE CORAL, FLORIDA 33904
 PHONE (941) 334-0046
 FAX (941) 541-1383
 E.B. #642 & L.B. #642

JOHNSON
ENGINEERING

PALMETTO AVENUE EXTENSION
 PROPOSED DRAINAGE EASEMENT

SKETCH TO ACCOMPANY
 DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-19-02	19991321	29-44-25	1"=100'	

Division of County Lands

Updated In House Title Search

Search No. 21880/A

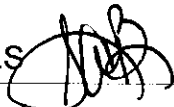
Date: July 5, 2002

Parcel: 111

Project: Palmetto Avenue

Extension Project 4073

To: Michele S. McNeill, SR/WA
Property Acquisition Agent

From: Shelia A. Bedwell, CLS 
Real Estate Title Examiner

STRAP: 29-44-25-01-00001.001A

An update has been requested of In House Title Search No. 21880/A which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through June 24, 2002, at 5:00 p.m.

Subject Property: The South 110 feet of the West 396 feet of Lot 1, Block 1, of that certain subdivision known as Southside Gardens according to the map or plat thereof on file 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:

Fred B. Towell, Sole Trustee of the Fred B. Towell Trust

by that certain instrument dated January 12, 1995, recorded January 13, 1995, in Official Record Book 2567, Page 2076, 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. Deed recorded January 13, 1995, in Official Record Book 2567, Page 2076, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

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.

October 17, 2002

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

SUBJECT: Market Value Appraisal
Palmetto Avenue Extension
Project No. 4073, Parcel 111
1,000-acre tract located along the east side of Palmetto
Avenue 200 ± feet south of Canal Street
Fort Myers, Lee County, Florida 33916
File Number: 02-03-03.111

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 1,000 acres of gross land area, is located within the South Side Gardens along the east side of Palmetto Avenue 200 ± feet south of Canal Street in Fort Myers, Lee County, Florida. 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 to be held speculatively for future industrial development.

One **partial acquisition area** is identified as Parcel 111 and contains 7,701 square feet. This proposed acquisition area is for the improvement/widening of Palmetto Avenue and is located along the westerly portion of the parent tract along the Palmetto Avenue frontage. Parcel 111 is a proposed fee simple acquisition for road right-of-way for Palmetto Avenue extension.

LOCAL EXPERTISE...NATIONALLY

Robert G. Clemens
October 17, 2002
Page 2

Parcel 111 has a northerly measurement of 70.00 feet; an easterly side of 110.00 feet; a south side of 70.01 feet; and, a west side, along the existing Palmetto Avenue right-of-way, of 110.00 feet.

Another **partial acquisition area** is identified as Parcel 111 DE and contains 3,300 square feet. This proposed acquisition area is for drainage improvements and is located just east of Parcel 109. Parcel 111 DE has a north side which measures 30.00 feet; an easterly side of 110.00 feet; a south side of 30.00 feet; and, a west side, along the easterly side of Parcel 109, which measures 110.00 feet. Parcel 111 DE is a proposed drainage easement.

The **remainder property**, containing 35,859 square feet, consists of an unencumbered portion containing 32,559 square feet and a portion encumbered by the drainage easement, located along the reconstructed Palmetto Avenue frontage, which contains 3,300 square feet. The remainder property, similar to the parent tract before the takings, has a basically rectangular shape and its highest and best use remains to be held speculatively for future industrial 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 acquisitions), as of October 17, 2002, is:

Value of Property Rights Taken:

Parcel 111 (Fee Taking)	\$10,800	
Parcel 111 DE (Drainage Easement)	<u>1,600</u>	
Sub Total (Property Rights Taken)		\$12,400
Value of Improvements Taken		-0-
Marginal Site Improvements		4,800
Incurable Severance Damages		<u>-0-</u>
TOTAL AMOUNT DUE OWNER		\$17,200

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. 111 and 111DE

Palmetto Extension Project, No. 4073

NO SALES in PAST 5 YEARS

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

11/20/2002 WED 16:22 FAX 239 479 8391

LEE COUNTY-COUNTY LANDS

002



BOARD OF COUNTY COMMISSIONERS

239.479.8505
239.479.8391 FAX

Writer's Direct Dial Number: _____

Bob Janes
District One

November 20, 2002

Douglas R. St. Cerny
District TwoRay Judah
District ThreeSaeed Kazerni, P.E. City Engineer
City of Fort Myers
P.O. Box 2217
Fort Myers, FL 33902-2217Andrew W. Coy
District FourJohn E. Albion
District FiveDonald D. Stilwell
County Manager**RE: PARCEL 111 AND 111 DE, PALMETTO EXTENSION PROJECT**
Request for review and sign-off on acquisition proposalJames G. Yaeger
County Attorney

Dear Saeed:

Diana M. Parker
County Hearing Examiner

The appraisal for parcel 111 and 111DE 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 111 and 111DE**

Property Owner: Fred B. Towell, Trustee
Appraiser: Integra Realty Resources
Appraisal Date: 10/17/02
Appraised Amount: \$17,200
Binding Offer Amount: \$18,200

Binding Offer Approved:

Funds are available in account:

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

310-4315-541-6100

S:\POOL\PalmettoExt\Correspondence\111\City Engineer Approval.xpd

P.O. Box 398, Fort Myers, Florida 33902-0398 (239) 335-2111
Internet address <http://www.lee-county.com>
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER