

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

Blue Sheet No. 20021418

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$6,000.00, for Parcel 138, 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

C6C

3. MEETING DATE:
01-07-2003

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 Intercal Agreement Blue Sheet No. 20020586

6. REQUESTOR OF INFORMATION

- A.
- B. DEPARTMENT Independent Division
- C. DIVISION County Lands *OK 12-10-02*
- BY *Karen L.W. Forsyth, Director* *KW*

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 3576 Thomas Street, Ft. Myers. (Strap Number 19-44-25-06-00005.0170)

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 November 4, 2002, performed by J. Lee Norris, MAI, SRA., indicating a value of \$5,000.00. The binding offer to the property owner, Rhizomes Ltd. LLP, is for \$6,000.00. 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>K. Forsyth</i>		N/A	<i>12/16/02</i> <i>John J. Meigs</i> <i>12-16-02</i>	<i>John J. Meigs</i> <i>12-16-02</i>	OA <i>12-17-02</i>	OM <i>12/18/02</i>	RISK <i>12/18/02</i>	GC <i>12/18/02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *12/17/02*
 Time: *4:03 PM*
 Forwarded To:
Co. ADM.
12/17/02 9 AM

RECEIVED BY
 COUNTY
12 17 02
12 30 11
[Signature]
12/19 8:30

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 138
STRAP No.:19-44-25-06-00005.0170

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 **Rhizomes Ltd. LLP**, hereinafter referred to as SELLER, whose address is 14515 Grey Fox Run #4, Naples, FL, 34110 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 0.38 acres more or less, and located at 3576 Thomas Street, 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 **Six Thousand and no/100 dollars (\$6,000.00)**, payable at closing by County warrant or City check. 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 \$6,000.00, 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:

Rhizomes Ltd. LLP

Jaime Ross, Partner

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 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

PARCEL NO. 138

STRAP NO. 19-44-25-06-00005.0170

A tract or parcel of land located in Lot 5, W. Stanley Hanson's Highland Subdivision as recorded in Plat Book 1 at Page 57 of the Public Records of Lee County, Florida lying in Section 19, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of the Northeast Quarter (NE-1/4) of said section run N 00° 05' 21" W along the east line of said section for 1091.97 feet to the Point of Beginning.

From said Point of Beginning run S 88° 58' 04" W for 141.91 feet; thence run N 00° 32' 04" W for 207.50 feet to the north line of said Lot 5; thence run N 89° 02' 08" E along said north line for 65.50 feet; thence run S 00° 10' 07" E for 166.92 feet; thence run N 88° 58' 13" E for 77.80 feet; thence run S 00° 05' 21" E along said east line of said quarter section and the east line of said Lot 5 for 40.52 feet to the Point of Beginning.

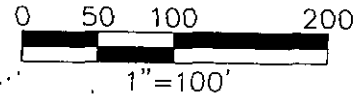
Parcel contains 16,601 square feet, more or less.

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

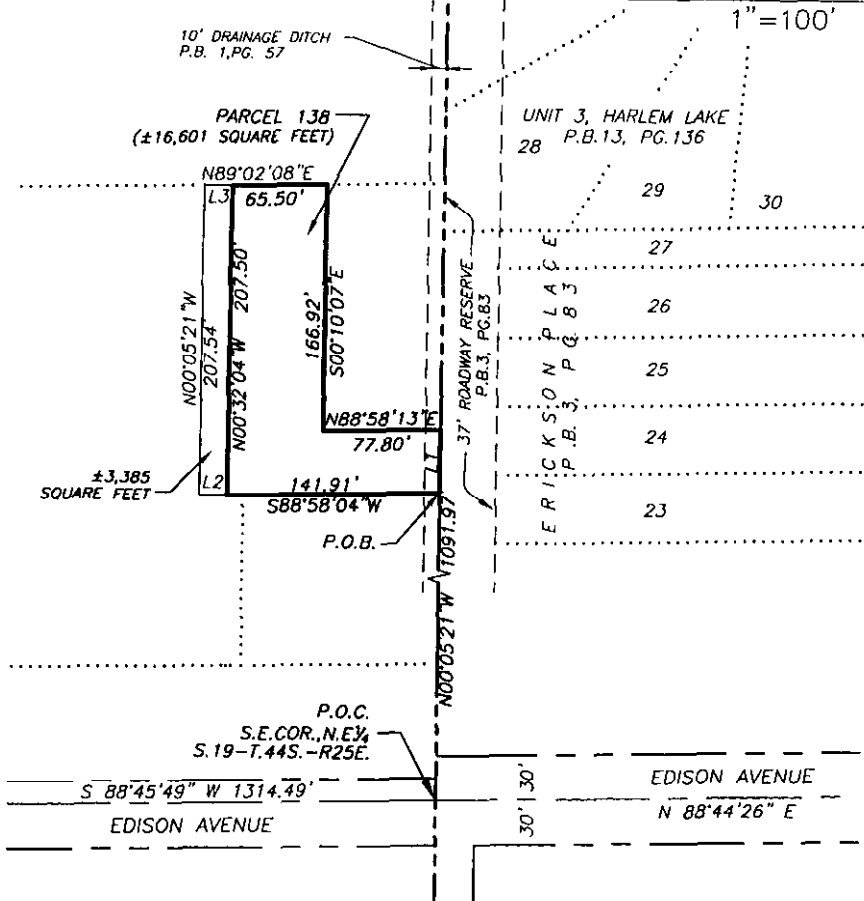
Bearings hereinabove mentioned are based on the east line of the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East to bear N 00°05' 21" W.

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

Exhibit "A"



u:\19991321\surveying\outlocod\Legal Sketches\Desc 138.dwg



LINE TABLE		
LINE	LENGTH	BEARING
L1	40.52	S00°05'21"E
L2	17.12	S88°58'04"W
L3	15.51	N89°02'08"E

NOTES:

- SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
- BEARINGS ARE BASED ON THE EAST LINE OF THE N.E. 1/4 OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING N00°05'21"W.
- PARCEL CONTAINS 16,601 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 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.

Page 2 of 2

PARCEL NO. 138
 PARENT STRAP NO. 19-44-25-06-00005.0170
 PART OF LOT 5
 W. STANLEY HANSONS
 HIGHLAND SUBDIVISION
 (PLAT BOOK 1, PAGE 57, LEE COUNTY PUBLIC RECORDS)
 SECTION 19, 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

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-20-02	19991321	19-44-25	1"=100'	1

Division of County Lands

Updated In House Title Search

Search No. 21885/B
Date: July 18, 2002
Parcel: 138
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 11/29/02

STRAP: 19-44-25-06-00005.0170

An update has been requested of In House Title Search No. 218851/B which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through July 8, 2002, at 5:00 p.m.

Subject Property: Commence at the NW corner of Lot 5, W. STANLEY HANSON'S HIGHLAND SUBDIVISION, as recorded in Plat Book 1, Page 57, of the Public Records of Lee County, Florida, Thence S89° 56'24" along the North line of said Lot 5 distance of 485 feet to the Point of Beginning: Thence S 00° 50'28" parallel to the Southwest line of said Lot 5 a distance of 207.54 feet; Thence Easterly a distance of 151.21 feet to the Easterly line of said Lot 5; thence N 01° 01'15" E (along said E line of Lot 5) a distance of 40.00 feet; thence Westerly a distance of 78.80 feet; thence N 02° 06'58" W a distance of 167.76 feet; thence N 89° 56'24" W a distance of 72.41 feet to the Point of Beginning. This tract is subject to a 50 foot power line and road easement across the Northerly Boundary and a 30 foot road easement across the 55 foot Southwesterly Boundary.

Title to the subject property is vested in the following:

Rhizomes Ltd. LLP

by that certain instrument dated May 5, 2000, recorded May 5, 2000, in Official Record Book 3251, Page 4456, 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 granted to Florida Power and Light Company recorded in Deed Book 253, Page 443, Public Records of Lee County, Florida.
3. Utility Easement to Lee County, recorded in Official Record Book 1500, Page 2212, Public Records of Lee County, Florida.
4. Temporary Construction and/or Maintenance Easement to Lee County, recorded in Official Record Book 1500, Page 2215, Public Records of Lee County, Florida.

Division of County Lands

Updated In House Title Search

Search No. 21885/B

Date: July 18, 2002

Parcel: 138

Project: Palmetto Avenue

Extension Project 4073

5. Easements recited on Warranty Deed recorded in Official Record Book 2499, Page 3104, Public Records of Lee County, Florida.
6. NOTE: The Plat of W. Stanley Hanson's High Land Subdivision recorded in Plat Book 1, Page 57, Public Records of Lee County, Florida has language describing a 10 foot drainage ditch with a fall of 9 ft. per mile. The language also states that the ditch is used for subsoil irrigation. The drainage ditch appears to abut the East line of subject property.
7. Deed recorded May 5, 2000 in Official Record Book 3251, Page 4456, 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. Said deed also has no witnesses or legal description, nor any description of the entity Rhizomes Ltd. LLP.
8. There is no listing with Florida Department of State, Division of Corporations for Rhizomes Ltd. LLP. 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.

STAFF REVIEW

12-5-02
Date

LAND APPRAISAL REPORT

File No. 02-79-138

Borrower OWNER: Rhizomes, LTD, LP
 Property Address 3576 Martin Court
 City Fort Myers County Lee State Fla. Zip Code 33901
 Legal Description See Attached Legal Description STRAP# (19-44-25-06-00005.0170)
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 73.57 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client Lee County / City of Fort Myers Address P.O. Box 398, Fort Myers, Fla.
 Occupant Vacant Land Appraiser J. Lee Norris MAI, SRA Instructions to Appraiser Estimate Market Value

NEIGHBORHOOD

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input type="checkbox"/> Steady	<input type="checkbox"/> Slow
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.	
Present Land Use	40% 1 Family	10% 2-4 Family	10% Apts.	% Condo
	5% Industrial	25% Vacant	%	10% Commercial
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input checked="" type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)	
	(*) From See Attached To			
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant	
Single Family Price Range	\$ 10,000	to \$ 150,000	Predominant Value \$ 60,000	
Single Family Age	0 yrs. to	75 yrs.	Predominant Age	25 yrs.

Employment Stability				
Convenience to Employment				
Convenience to Shopping				
Convenience to Schools				
Adequacy of Public Transportation				
Recreational Facilities				
Adequacy of Utilities				
Property Compatibility				
Protection from Detrimental Conditions				
Police and Fire Protection				
General Appearance of Properties				
Appeal to Market				

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject property is located in Central Fort Myers just south of Martin Luther King Jr. Blvd. The area is close to supporting services including schools, shopping, churches and medical facilities. The properties vary from fair to good condition residences typically of average quality construction to average quality retail uses and scattered heavy commercial and industrial uses.

SITE

Dimensions 141.91 x 207.50 x 65.5 x 166.92 x 77.80 x 40.58 = 18,601 Sq. Ft. or Acres Corner Lot

Zoning classification TFC-2 (single family and duplex) Present Improvements do do not conform to zoning regulations

Highest and best use Present use Other (specify) develop with single family or duplex structure

Public Other (Describe) OFF SITE IMPROVEMENTS

Elec.	<input checked="" type="checkbox"/>	Street Access	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Topo	Mostly Level
Gas	<input type="checkbox"/>	Surface	Dirt	Size	Typical
Water	<input checked="" type="checkbox"/>	Maintenance	<input type="checkbox"/> Public <input checked="" type="checkbox"/> Private	Shape	Very Irregular
San. Sewer	<input type="checkbox"/>	Storm Sewer	<input type="checkbox"/> Curb/Gutter	View	Residential
		Sidewalk	<input type="checkbox"/> Street Lights	Drainage	Typical

Underground Elect. & Tel. Is the property located in a HUD identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): The parcel is typical in size. The road is a dirt surface and is not maintained by any public entity. The site has been cleared of most native vegetation. No apparent adverse easements or encroachments were observed. Not in a mandatory flood zone.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	3576 Martin Court Fort Myers	2107 French Street Fort Myers	2002 Cuba Street Fort Myers	1656 Starnes Fort Myers
Proximity to Subject		0.36 miles	0.50 miles	0.76 miles
Sales Price	\$ N/A	\$ 6,000	\$ 10,000	\$ 4,000
Price	\$	\$.40	\$.69	\$.53
Data Source		OR 3725 Pg. 3806	OR 3441 Pg. 1564	OR 3162 Pg. 4875
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
	N/A	9/02	6/01	9/99
Location	Central Ft. Myers	Central Ft. Myers	Central Ft. Myers	Central Ft. Myers
Site/View	16,601	15,000 sf	14,500 sf	7500 sf
Zoning	TFC-2 / E,W,T	TFC-2,E,W,S,T	TFC-2 / E,T,W,S	Residential/ETWS
Road Frontage	Dirt/Private	Paved	Paved	Paved
Highest and Best Use	Single Family/Duplex	Single Family	Single Family	Single Family
Sec 2nd Range	19-44-25	19-44-25	19-44-25	18-44-25
Sales or Financing Concessions	N/A	Cash/Condo/Sale	Cash	Cash
	Irreg. Config.	Superior	Superior	Superior
Net Adj. (Total)		+ \$ 1,500	+ \$ 4,500	+ \$ 300
Indicated Value of Subject		\$ 4,500	\$ 5,500	\$ 4,300

Comments on Market Data: The comparable sales used are located in the same general market area and have similar highest and best use, additional sales are included on the attached pages. Also attached are detailed explanations for the adjustments made. The reconciliation will explain which sales provide the best support for the subjects market value.

Comments and Conditions of Appraisal: See attached limiting conditions and special limiting conditions. Trash and abandoned vehicles on-site are noted in the photographs, a environmental audit is recommended. No adjustments are made for the factors.

RECONCILIATION

Final Reconciliation: The Sales Comparison Approach receives the greatest emphasis as a reasonable amount of comparable sales data was available to support the market value estimate. The Cost Approach is not used as their are no improvements to be valued and the subject does not have income potential in its current state. See attached comments.

I ESTIMATE THE MARKET VALUE AS DEFINED, OF SUBJECT PROPERTY AS OF November 4, 2002 to be \$ 5,000

J. Lee Norris MAI, SRA, State Certified General Appraiser #0000643

J. Lee Norris MAI, SRA

Appraiser(s) Review Appraiser (if applicable) Did Did Not Physically Inspect Property

[Y2K]

5-Year Sales History

Parcel No.138

Palmetto Avenue Extension Project, No. 4073

Grantor	Grantee	Price	Date	Arms Length Y/N
Mildred Clopton	Rhizomes LTD, Ltd.	\$2,500.00	5/5/2000	Y

12/05/2002 THU 16:50 FAX 239 479 8391

LEE COUNTY-COUNTY LANDS

002



BOARD OF COUNTY COMMISSIONERS

239 479 8506
239.479.8391 FAX

Writer's Direct Dial Number: _____

Bob James
District One

VIA FAX TO 332-6604

Douglas R. St. Cerny
District Two

December 5, 2002

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. Sliwell
County Manager

RE: **PARCEL 138, PALMETTO EXTENSION PROJECT**
Request for review and sign-off on acquisition proposal

James G. Yaeger
County Attorney

Dear Saeed,

Diana M. Parker
County Hearing Examiner

The appraisal for parcel 138 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 138
Property Owner: Rhizomes, Ltd., LP
Appraiser: Carlson Norris and Associates, Inc.
Appraisal Date: 11/4/02
Appraised Amount: \$5,000
Binding Offer Amount: \$6,000

Binding Offer Approved:

Funds are available in account:

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

310-4315-541-6100

S:\PQOL\PalmettoExt Correspondence\138 City Engineer Approval.wpd