

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

**Blue Sheet No. 20021419**

**1. REQUESTED MOTION:**

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$1,900.00, for Parcel 161, 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 *CLD*

**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 Interlocal Agreement Blue Sheet No. 20020586

**6. REQUESTOR OF INFORMATION**

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

**7. BACKGROUND:**

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

This acquisition consists of vacant property, further identified as part of Lot 1, Block 1, Harlem Lake, Unit 3, PB 13-136, Ft. Myers. (Strap Number 20-44-25-P1-00401.001A)

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 November 4, 2002, performed by J. Lee Norris, MAI, SRA., indicating a value of \$1,400.00. The binding offer to the property owner, the Estate of Glenn Devore, deceased, is for \$1,900.00. 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 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>12/14/02</i> <i>[Signature]</i>		N/A	<i>12/16/02</i> <i>[Signature]</i>	<i>12-16-02</i> <i>[Signature]</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 *[Signature]*  
Date: *12/14/02*  
Time: *4:02 PM*  
Forwarded To:  
*CO. ADM.*  
*12/17/02 9:11 AM*

RECEIVED BY  
COUNTY ADMIN. *[Signature]*  
*12/17/02*  
*10:30 AM*  
COUNTY ADMIN.  
FORWARDED TO: *BL*  
*12/19 8:30*

This document prepared by  
Lee County Division of County Lands  
Project: Palmetto Extension Project  
Parcel: 161  
STRAP No.: 20-44-25-P1-00401.001A

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 the **Estate of Glenn Devore, deceased**, hereinafter referred to as SELLER, whose address is 3300 North Key Drive, #5E, North Fort Myers, FL 33903, 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 0.07 acres more or less, and located at Fairview Avenue, Fort Myers, Florida 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 **One Thousand Nine Hundred and no/100 dollars (\$1,900.00)**, 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 \$1,900.00, 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.



**Exhibit "A"**

August 19, 2002

**DESCRIPTION**

**PARCEL IN  
SECTION 20, TOWNSHIP 44 SOUTH, RANGE 25 EAST  
CITY OF FORT MYERS  
LEE COUNTY, FLORIDA**

**PARCEL NO. 161**

**PARENT STRAP NO. 20-44-25-P1-00401.001A**

The easterly 37.00 feet of the westerly 87.00 feet of lands as described by deed recorded in Official Record Book 259 at Page 739 of the Public Records of Lee County, Florida, being part of Lot 1, Block 1 of Harlem Lake Unit 3 as recorded in Plat Book 13 at Page 136 of said public records, lying in Section 20, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida.

Parcel contains 2,851 square feet, more or less.

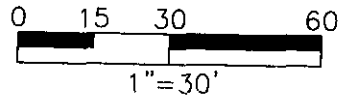
**SUBJECT TO** easements, reservations, restrictions and right-of-ways of record.

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

19991321\Parcel No.161 - 081902

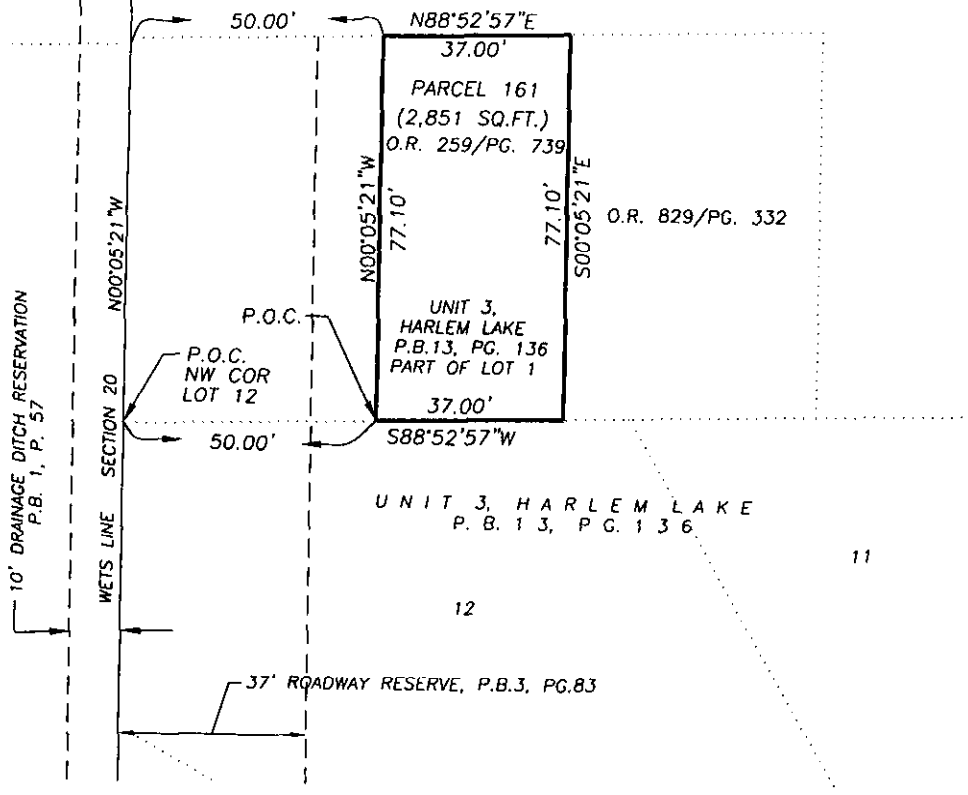
Page 1 of 2

# Exhibit "A"



STATE OF FLORIDA, D.O.T.  
O.R.3028, PG.1245

u:\19991321\surveying\outload\Legal Descriptions\Desc161.dwg



**NOTES:**

1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
2. BEARINGS ARE BASED ON THE WEST LINE OF THE NW 1/4 OF SECTION 20, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING N00°05'21"W.
3. PARCEL CONTAINS 2,852 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
- D.O.T. = DEPARTMENT OF TRANSPORTATION

**THIS IS NOT A SURVEY**

Page 2 of 2

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

DATE SIGNED: 9/21/02

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

**PARCEL NO. 161**  
 PARENT STRAP NO.20-44-25-P1-00401.001A  
 PART OF LOT 1, BLOCK 1  
 HARLEM LAKE UNIT 3, P.B.13,PG.136  
 (PART OF O.R.259, PG 739)  
 LEE COUNTY RECORD  
 CITY OF FORT MYERES  
 SECTION 20, T.44 S., R.25 E.  
 LEE COUNTY, FLORIDA

**JOHNSON ENGINEERING**

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
08-15-05	19991321	20-44-25	1"=30'	1

**Division of County Lands**

**In House Title Search**

Search No.22096  
Date: July 1, 2002  
Parcel: 161  
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: 20-44-25-P1-00401.001A

This search covers the period of time from December 23, 1960, at 8:00 a.m. to May 21, 2002, at 5:00 p.m.

**Subject Property:** See attached Schedule "X"

*No changes as of  
11/29/02* 

Title to the subject property is vested in the following:

**The Estate of Glenn DeVore, deceased**

by that certain instrument dated May 16, 1964, recorded July 24, 1964, in Official Record Book 259 Page 739, 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. Six foot easement (6') for drainage and/or public utilities along the southerly boundary of subject property, as shown on recorded plat.
3. Resolution of the City Council of the City of Fort Myers, regarding the Dr. Martin Luther King, Jr. Boulevard corridor, recorded in Official Record Book 3439, Page 1180, Public Records of Lee County, Florida.

No search has been made regarding any liens and/or assessments levied by the City of Fort Myers.

NOTE: Last Will and Testament of Glenn DeVore recorded in Official Record Book 2472, Page 1938, and Letters of Administration recorded in Official Record Book 2472, Page 1941, Public Records of Lee County, Florida.

**Tax Status:** Tax certificates outstanding for taxes for the years 1995 through 2001.  
*(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.**



## Schedule X

Parcel 161

Project: Palmetto Avenue Extension Project #4072

Search No. 22096

Begin at the NW corner, Section 20, Township 44, Range 25, thence run South along the West line of said Section 20, for 190 feet to the POB, thence North  $88^{\circ}52'30''$  E for 137 feet; thence run South  $0^{\circ}05'47''$  W to the South line of Lot 1, Block 1, Unit 3, HARLEM LAKE SUBDIVISION, in Plat Book 13, at Page 136; thence run West along the said South line of said Lot 1 to the West line of said Lot 1, Block 1, HARLEM LAKE, Unit 3 aforesaid; thence run North along said West line of said Block 1, 77.1 feet to POB, less the Westerly 50 feet.

**STAFF REVIEW**

12-5-02  
Date

**LAND APPRAISAL REPORT**

File No. 02-79-161

Borrower **OWNER: Glenn DeVore Estate** Census Tract **6** Map Reference **20-44-25**  
 Property Address **Easement off of Fairview Ave.**  
 City **Fort Myers** County **Lee** State **Fla.** Zip Code **33901**  
 Legal Description **See Attached Legal Description (STRAP 20-44-25-P1-00401.001a)**  
 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 \$ **27.72** (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. 33902**  
 Occupant **Vacant Land** Appraiser **J. Lee Norris MAI, SRA** Instructions to Appraiser **Estimate Market Value**

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	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	Good Avg. Fair Poor <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>
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 checked="" 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	<input type="checkbox"/> 40% 1 Family <input type="checkbox"/> 10% 2-4 Family	<input checked="" type="checkbox"/> 10% Apts	<input type="checkbox"/> % Condo <input type="checkbox"/> 10% Commercial		
Change in Present Land Use	<input type="checkbox"/> 5% Industrial <input checked="" type="checkbox"/> 25% Vacant	<input type="checkbox"/> %	<input type="checkbox"/> %		
	<input checked="" type="checkbox"/> Not Likely <input checked="" type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)			
	(*) From <b>See Attached</b> To _____				
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant		
Single Family Price Range	\$ <b>10,000</b> to \$ <b>150,000</b>		Predominant Value \$ <b>60,000</b>		
Single Family Age	_____ yrs. to _____ yrs.		Predominant Age _____ yrs.		

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.**

Dimensions **37 x 77.10** = **2,853** Sq. Ft. or Acres  Corner Lot  
 Zoning classification **B-1 (commercial, single family and duplex)** Present Improvements  do not conform to zoning regulations  
 Highest and best use  Present use  Other (specify) **develop with adjoining properties as single family or multiple unit structure**  
 Elec.  Public  Other (Describe) \_\_\_\_\_ OFF SITE IMPROVEMENTS  Topo **Mostly Level**  
 Gas  Street Access  Public  Private  Size **Sub-Standard**  
 Water  Surface Easement \_\_\_\_\_  Shape **Rectangular**  
 San. Sewer  Maintenance  Public  Private  View **Residential**  
 Storm Sewer  Curb/Gutter  Drainage **Typical**  
 Sidewalk  Street Lights  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 subject parcel is small in size. The site has been cleared of most native vegetation. The subject has access from approximately 121 feet of easement off of Fairview Avenue. No adverse easements or encroachments are noted. The structure on the adjoining parcel to the west is very close to the common property line with the subject.**

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	Easement off of Fairview Ave. Fort Myers	2107 French Street Fort Myers	2002 Cuba Street Fort Myers	1656 Stames Fort Myers
Proximity to Subject		0.31 miles	0.52 miles	0.48 miles
Sales Price	\$ N/A	\$ 6,000	\$ 10,000	\$ 4,000
Price		\$ .40	\$ .69	\$ .53
Date Source		OR 3725 Pg. 3806	OR 3441 Pg. 1564	OR 3162 Pg. 4875
Date of Sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 9/02	DESCRIPTION 6/01	DESCRIPTION 9/99
Location	Central Ft. Myers	Central Ft. Myers	Central Ft. Myers	Central Ft. Myers
Site/View	2,853	15,000 sf	14,500 sf	7500 sf
Zoning	B-1	TFC-2	TFC-2	Residential
Road Frontage	Easement	Paved	Paved	Paved
Highest and Best Use	Single Family/Duplex	Single Family	Single Family	Single Family
SecTwpRange	20-44-25	19-44-25	19-44-25	18-44-25
Sales or Financing Concessions	N/A	Cash/Condo of Sale	Cash	Cash
Utilities-E, T, W, S	Full	Full	Full	Full
Net Adj. (Total)		+ \$ 4,900	+ \$ 7,900	+ \$ 3,200
Indicated Value of Subject		\$ 1,100	\$ 2,100	\$ 800

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.**

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 there 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 \$ **1,400**  
 J. Lee Norris MAI, SRA State Certified General Appraiser #643  
 J. Lee Norris MAI, SRA  
 Appraiser(s) \_\_\_\_\_ Review Appraiser (if applicable) \_\_\_\_\_ | Did | Did Not Physically Inspect Property

(Y2K)

# LAND APPRAISAL REPORT MARKET DATA ANALYSIS

File No. 02-79-161

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Address	Easement off of Fairview Ave. Fort Myers	2341 Towles Street Fort Myers	3442 South Street Fort Myers	102 Santa Lucia Fort Myers
Proximity to Subject		0.45 miles	0.73 miles	0.90 miles
Sales Price	\$ _____ N/A	\$ _____ 6,500	\$ _____ 12,000	\$ _____ 9,000
Price	\$ _____	\$ _____ .45	\$ _____ .44	\$ _____ .22
Data Source		OR 3155 Pg. 1580	OR 3347 Pg. 2381	OR 3635 Pg. 3876
Date of sale and Time Adjustment	DESCRIPTION N/A	DESCRIPTION 8/99	DESCRIPTION 01/01	DESCRIPTION 02/02
Location	Central Ft. Myers	Central Ft. Myers	Central Ft. Myers	Central Ft. Myers
Site/View	2,853	14,400 sf -2,900	27,600 sf -2,500	40,565 sf -3,800
Zoning	B-1	TFC-2	TFC-2	RS-1
Road Frontage	Easement	Paved -3,250	Paved -6,000	Paved -4,500
Highest and Best Use	Single Family/Duplex	Single Family/Duplex	Single Family/Duplex	Single Family
Sec Twp Range	20-44-25	20-44-25	19-44-25	17-44-25
Sales or Financing	N/A	Cash	\$5,500 Mort.	Cash
Concessions	Utilities-E, T, W, S	Full	Full	Full
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ _____ 6,150	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ _____ 8,500	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ _____ 8,300
Indicated Value of Subject		Net <input checked="" type="checkbox"/> 94.6 % \$ _____ 350	Net <input checked="" type="checkbox"/> 70.8 % \$ _____ 3,500	Net <input checked="" type="checkbox"/> 92.2 % \$ _____ 700
Comments:	See attached comments regarding adjustments made to the comparable sales. Additional comparable sales are attached.			

MARKET DATA ANALYSIS

COMMENTS



# 5-Year Sales History

Parcel No.161

Palmetto Avenue Extension Project, No. 4073

**NO SALES in PAST 5 YEARS**

12/05/2002 THU 10:52 FAX 239 479 8391

LEE COUNTY-COUNTY LANDS

007



# LEE COUNTY

SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

239.479.8505  
239.479.8391 FAX

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

Bob Jones  
District One

VIA FAX TO 332-6604

Douglas R. St. Cerny  
District Two

December 5, 2002

Roy Judah  
District Three

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

Andrew W. Coy  
District Four

John E. Albion  
District Five

Donald D. Stilwell  
County Manager

RE: **PARCEL 161, PALMETTO EXTENSION PROJECT**  
Request for review and sign-off on acquisition proposal

James G. Yzogor  
County Attorney

Dear Saeed:

Diana M. Parker  
County Hearing Examiner

The appraisal for parcel 161 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 161**

Property Owner: Estate of Glenn Devore, deceased  
Appraiser: Carlson Norris and Associates, Inc.  
Appraisal Date: 11/4/02  
Appraised Amount: \$1,400  
Binding Offer Amount: \$1,900

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\161 City Engineer Approval.wpd