

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

Blue Sheet No. 20021420

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$2,000.00, for Parcel 162, 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

C6E

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 (Strap Number 20-44-25-P1-00401.0010).

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 \$1,500.00. The binding offer to the property owner, Alice Kimbro, is for \$2,000.00. 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>N/A</i>	<i>John Fredjone</i> <i>12-16-02</i>	OA	OM	RISK	GC	<i>[Signature]</i>
					<i>12-17-02</i>	<i>12/18/02</i>	<i>12/18/02</i>	<i>12/18/02</i>	

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *2/16/03*
Time: *4:02 PM*
Forwarded To:
CO. ASST
12/17/02 9 AM

12/19 8:30
BL

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 162
STRAP No.: 20-44-25-P1-00401.0010

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 **Alice Kimbro, a single person**, hereinafter referred to as SELLER, whose address is PO Box 9341, Fort Myers, Florida 33901, 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 0.09 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 **Two Thousand and no/100 dollars (\$2,000.00)**, 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 \$2,000.00, 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:

SELLER:

Alice Kimbro (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)

Exhibit "A"

August 19, 2002

DESCRIPTION

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

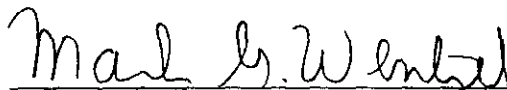
PARCEL NO. 162

STRAP NO. 20-44-25-P1-00401.0010

All of those lands as described by deed recorded in Official Record Book 2062 at Page 4622 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, Florida.

Parcel contains 3,861 square feet, more or less.

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

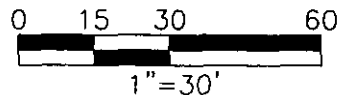


Mark G. Wentzel (For The Firm LB-642)
Professional Land Surveyor
Florida Certificate No. 5247

19991321\Parcel No.162 - 081902

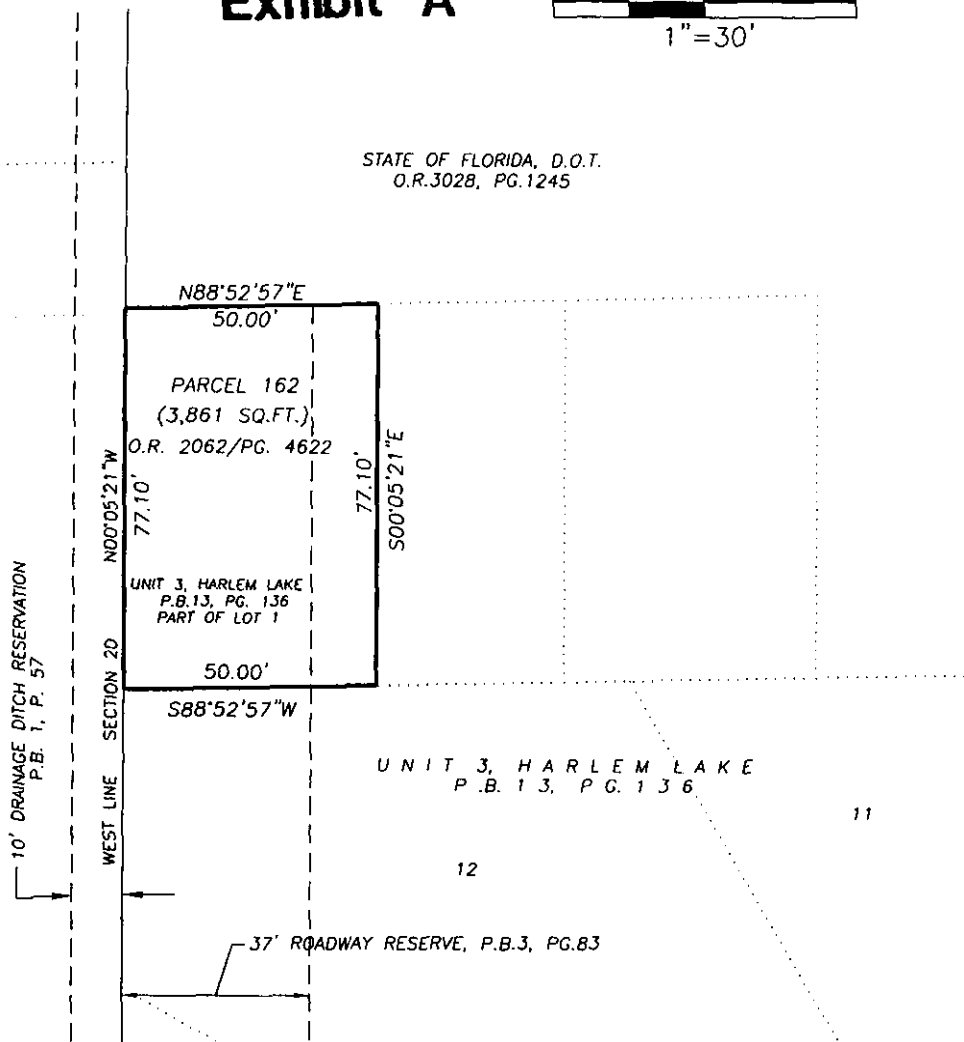
Page 1 of 2

Exhibit "A"



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

u:\19991321\surveying\outlocos\Legal Descriptions\Desc 162.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 3,855 SQUARE FEET MORE OR LESS.

THIS IS NOT A SURVEY

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
- R.O.W. = RIGHT OF WAY

Page 2 of 2

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. 162
STRAP NO.20-44-25-P1-00401.0010
PART OF LOT 1, BLOCK 1
HARLEM LAKE UNIT 3, P.B.13,PG.136
(O.R.2062, PG.4622, LEE COUNTY RECORDS)
CITY OF FORT MYERS
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
08-15-02	19991321	20-44-25	1"=30'	1

Division of County Lands

In House Title Search

Search No.22097

Date: July 2, 2002

Parcel: 162

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-P1-00401.0010

This search covers the period of time from December 23, 1960, at 8:00 a.m. to May 16, 2002, at 5:00 p.m.

No Change as of 11/29/02
SS

Subject Property: See attached Schedule "X"

Title to the subject property is vested in the following:

Alice Kimbro, surviving spouse of George Kimbro, deceased.

by that certain instrument dated April 3, 1989, recorded April 14, 1989, in Official Record Book 2062, Page 4622, 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. Roadway reserved along the Westerly boundary of subject property, as shown on recorded plat.
3. Six foot (6') easement for drainage and/or public utilities along each boundary of subject property, as recited on recorded plat.
4. Florida Power & Light Company easement along the westerly boundary of subject property, as shown on recorded plat.
5. Notice of Unsafe Structure Certificate by the City of Fort Myers, recorded in Official Record Book 3382, Page 1656, Public Records of Lee County, Florida.

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

NOTE: Death Certificate of George Kimbro recorded in Official Record Book 2325, Page 2282, Public Records of Lee County, Florida.

Schedule X

Parcel 162

Project: Palmetto Avenue Extension Project #4072

Search No. 22097

The Westerly 50 feet of the following described parcel of real property: Beginning at a point on the West line of Section 20, Township 44 South, Range 25 East and 190 feet South of the Northwest corner of said Section 20; thence run North $88^{\circ}52'30''$ East 137 feet more or less to the Southeast corner of Lot 51, ERICKSON PLACE, according to the plat thereof recorded in Plat Book 3, Page 83, Public Records of Lee County, Florida; thence run Southerly along an extension of the East line of said Lot 51, ERICKSON PLACE for 77.1 feet more or less to an intersection of said extension of Lot 51, ERICKSON PLACE with the North line of Lot 11, Block 1, Unit 3, HARLEM LAKE SUBDIVISION, according to the plat thereof, in Plat Book 13, Page 136, Public Records of Lee County, Florida; thence run South $88^{\circ}52'30''$ West for 137 feet more or less to an intersection of the North line of Lot 12, Block 1, Unit 3, HARLEM LAKE SUBDIVISION, according to the plat thereof in Plat Book 13, Page 136, Public Records of Lee County, Florida with the East line of said Section 20, Township 44 South, Range 25 East; thence run North $0^{\circ}5'47''$ West for 77.1 feet more or less to the Point of Beginning.

STAFF REVIEW

12-5-02

Date

LAND APPRAISAL REPORT

File No. 02-79-162

IDENTIFICATION

Borrower OWNER: Kimbro, Alice 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-P1-00401.0010)
 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

NEIGHBORHOOD

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

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 50 x 77.10 = 3,855 Sq. Ft. or Acres Corner Lot
 Zoning classification B-1 (commercial, single family and duplex) Present Improvements do 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
 Underground Elect. & Tel. 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. See below comments and conditions.

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	2107 French Street Fort Myers	2002 Cuba Street Fort Myers	1656 Starnes Fort Myers		
Proximity to Subject		0.30 miles	0.51 miles	0.48 miles			
Sales Price	\$ <u>N/A</u>	\$ <u>6,000</u>	\$ <u>10,000</u>	\$ <u>4,000</u>			
Price	\$ _____	\$ <u>.40</u>	\$ <u>.89</u>	\$ <u>.53</u>			
Data Source		OR 3725 Pg. 3806	OR 3441 Pg. 1564	OR 3162 Pg. 4875			
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Location	<u>Central Ft. Myers</u>	<u>Central Ft. Myers</u>		<u>Central Ft. Myers</u>		<u>Central Ft. Myers</u>	
Site/View	<u>3,855</u>	<u>15,000 sf</u>	<u>-2,800</u>	<u>14,500 sf</u>	<u>-2,700</u>	<u>7500 sf</u>	<u>-1,200</u>
Zoning	<u>B-1</u>	<u>TFC-2</u>		<u>TFC-2</u>		<u>Residential</u>	
Road Frontage	<u>Easement</u>	<u>Paved</u>	<u>-4,100</u>	<u>Paved</u>	<u>-5,000</u>	<u>Paved</u>	<u>-2,000</u>
Highest and Best Use	<u>Single Family/Duplex</u>	<u>Single Family</u>		<u>Single Family</u>		<u>Single Family</u>	
SecTwpRange	<u>20-44-25</u>	<u>19-44-25</u>		<u>19-44-25</u>		<u>18-44-25</u>	
Sales or Financing Concessions	<u>N/A</u>	<u>Cash/Condo Sale</u>	<u>+2,200</u>	<u>Cash</u>		<u>Cash</u>	
	<u>Full Utilities/37' Res.</u>	<u>Full/No Reserve</u>		<u>Full/ No Reserve</u>		<u>Full/ No Reserve</u>	
Net Adj. (Total)		<u>+ \$ 4,700</u>		<u>+ \$ 7,700</u>		<u>+ \$ 3,200</u>	
Indicated Value of Subject		<u>\$ 1,300</u>		<u>\$ 2,300</u>		<u>\$ 800</u>	

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. There is a roadway reserve impacting the westerly 37 feet of the site. A specific adjustment for this negative factor is not made but is considered in the final analysis.

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 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 \$ 1,500
 J. Lee Norris MAI, SRA State Certified General Appraiser #643
 J. Lee Norris MAI, SRA [] Did [] Did Not Physically Inspect Property
 Appraiser(s) Review Appraiser (if applicable)

LAND APPRAISAL REPORT MARKET DATA ANALYSIS

File No. 02-79-162

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 7		COMPARABLE NO. 8		COMPARABLE NO. 9	
Address	Easement off of Fairview Ave. Fort Myers	3600 Marion Street Fort Myers		2074 Fountain Street Fort Myers		3108 Lincoln Blvd. Fort Myers	
Proximity to Subject		1.04 miles		0.37 miles		0.57 miles	
Sales Price	\$ N/A	\$ 5,000		\$ 6,000		\$ 9,000	
Price	\$	\$.56		\$.60		\$.75	
Data Source		OR 3266 Pg. 2992		OR 3491 Pg. 1315		OR 3154 Pg. 3709	
Date of sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Location	N/A	6/00		9/01		8/99	
Site/Vlew	Central Ft. Myers	Central Ft. Myers		Central Ft. Myers		Central Ft. Myers	
Zoning	3,855	9000 sf	-1,300	10,000 sf	-1,500	12,000 sf	-2,000
Road Frontage	B-1	RS-1		TFC-2		TFC-2	
Highest and Best Use	Easement	Paved	-2,500	Paved	-3,000	Paved	-4,500
Sec 1 wp Range	Single Family/Duplex	Single Family		Single Family/Duple		Single Family/Dupl	
Sales or Financing	20-44-25	17-44-25		19-44-25		19-44-25	
Concessions	N/A	Cash		\$3,000 Mort.		Cash	
Net Adj. (Total)	Full Utilities/37' Res.	Full/No Rd Reserve		Full/No Rd Reserve		Full/No Rd Reserve	
Indicated Value of Subject			\$ 3,800		\$ 4,500		\$ 6,500
		Net 76.0 %	\$ 1,200	Net 75.0 %	\$ 1,500	Net 72.2 %	\$ 2,500
Comments: See attached comments on the adjustments made to the comparable sales.							

MARKET DATA ANALYSIS

COMMENTS

5-Year Sales History

Parcel No.162

Palmetto Avenue Extension Project, No. 4073

NO SALES in PAST 5 YEARS



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. Comy
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. Stillwell
County Manager

RE: **PARCEL 162, PALMETTO EXTENSION PROJECT**
Request for review and sign-off on acquisition proposal

James G. Yaeger
County Attorney

Diana M. Parker
County Hearing
Examiner

Dear Saeed:

The appraisal for parcel 162 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 162

Property Owner: Alice Kimbro
Appraiser: Carlson Norris and Associates, Inc.
Appraisal Date: 11/4/02
Appraised Amount: \$1,500
Binding Offer Amount: \$2,000

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\162 City Engineer Approval.wpd