

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

Blue Sheet No. 20021422

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$4,500.00, for Parcel 163, 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

CLG

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 *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 Lots 1 and 2 Godden & Hanson's Resubdivision. (Strap Number 19-44-25-09-00000.0010)

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 \$3,500.00. The binding offer to the property owners, Earl P. Williams and Franceil Williams, husband and wife, and Bert A. Williams and Carol Williams, husband and wife, is for \$4,500.00. Should the property owners 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
					OA	OM	RISK	GC	
<i>K. Forsyth</i>		N/A	<i>12/14/02</i> <i>[Signature]</i>	<i>12-16-02</i> <i>[Signature]</i>	<i>12-17-02</i> <i>[Signature]</i>	<i>12/18/02</i> <i>[Signature]</i>	<i>12/18/02</i> <i>[Signature]</i>	<i>12/18/02</i> <i>[Signature]</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

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

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

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 163
STRAP No.: 19-44-25-09-00000.0010

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 **Earl P. Williams and Franceil Williams, husband and wife, and Bert A. Williams and Carol Williams, husband and wife**, hereinafter referred to as SELLER, whose address is 20121 S. River Road, Alva, Florida 33920, 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 0.23 acres more or less, and located at Coahatchee Street, 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 **Four Thousand Five Hundred and no/100 dollars (\$4,500.00)**, 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 \$4,500.00, 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:

Earl P. Williams (DATE)

Franceil Williams (DATE)

Bert A. Williams (DATE)

Carol Williams (DATE)

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
CITY OF FORT MYERS
LEE COUNTY, FLORIDA**

PARCEL NO. 163

STRAP NO. 19-44-25-09-00000.0010

Lots 1 and 2 of Godden & Hanson's Re-Subdivision of Lot 2, Hanson's Highland Subdivision as recorded in Plat Book 3 at Page 65 of the Public Records of Lee County, Florida, less and except lands described in Official Records Book 2975 at Page 3864 of said public records.

Parcel contains 9,736 square feet, more or less.

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

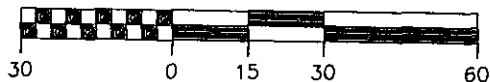
Mark G. Wentzel

Mark G. Wentzel (For The Firm LB-642)

Professional Land Surveyor

Florida Certificate No. 5247

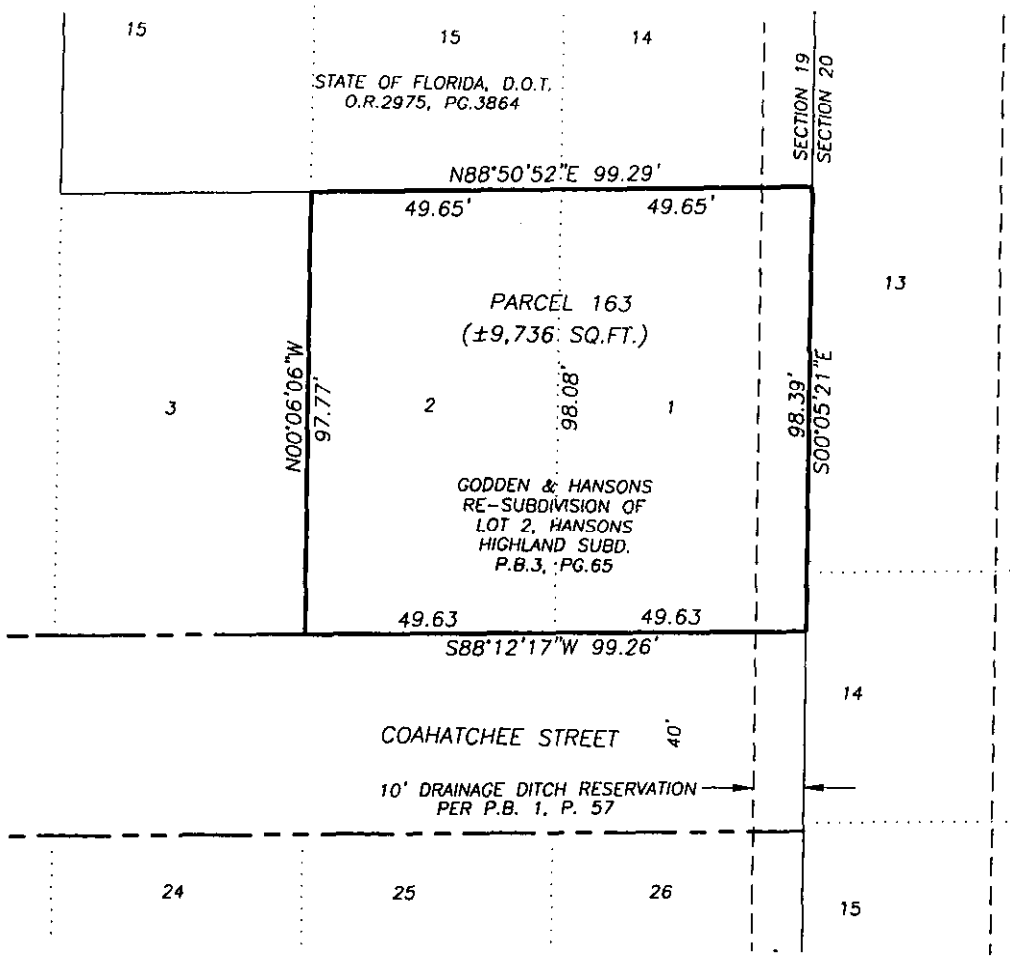
Exhibit "A"



SCALE: 1" = 30'



u:\19991321\surveying\outcod\Legal Descriptions\Desc 163.dwg



NOTES:

- SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
- BEARINGS ARE BASED ON THE EAST LINE OF THE NE 1/4 OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING N00°05'21"W.
- PARCEL CONTAINS 9,736 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: 8/21/02

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

PARCEL NO. 163
 STRAP NO. 19-44-25-09-00000.0010
 LOT S 1 & 2, OF
 GODDEN & HANSON'S
 SUBDIVISION
 (PLAT BOOK 3, PAGE 65, LEE CO. 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. #842 & L.B. #842

SKETCH TO ACCOMPANY DESCRIPTION

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

Division of County Lands

Updated In House Title Search

Search No. 21887/B

Date: July 18, 2002

Parcel: 163

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 charge as of 11/29/02

STRAP: 19-44-25-09-00000.0010

An update has been requested of In House Title Search No. 21887/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: Lot 1, Godden and Hanson's Resubdivision of Lot 2, Hanson's Highland Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 3, Page 65, Public Records of Lee County, Florida, LESS and EXCEPT that portion conveyed to the State of Florida Department of Transportation, by instrument recorded in Official Record Book 2975, Page 3864, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Earl P. Williams and Franceil A. Williams, husband and wife and Bert A. Williams and Carol A. Williams, husband and wife.

by that certain instrument dated September 8, 1995, recorded September 14, 1995, in Official Record Book 2635, Page 830, 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.

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.

NOTE: The Plat of Godden and Hansons Re-Subdivision of Lot 2 Hanson's Highland Subdivision recorded in Plat Book 3, Page 65, Public Records of Lee County, Florida has language describing a 12 foot drainage canal. The drainage canal appears to abut the East line of subject property.

Division of County Lands

Updated In House Title Search

Search No. 21887/B

Date: July 18, 2002

Parcel: 163

Project: Palmetto Avenue

Extension Project #4073

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. 02-79-163

Borrower OWNER: Williams, Earl & Franceil et al
 Property Address xxx Coahatchee Street (ROW) no existing road
 City Fort Myers County Lee State Fla. Zip Code 33901
 Legal Description See Attached Legal Description (STRAP 19-44-25-09-00000.0010)
 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 \$ 34.98 (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						
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 checked="" 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	40% 1 Family	10% 2-4 Family	10% Apts.	% Condo	10% Commercial				
	5% Industrial	25% Vacant	%						
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	% Vacant						
Single Family Price Range	\$ 10,000 to \$ 150,000		Predominant Value \$ 60,000						
Single Family Age	0 yrs.	75 yrs.	Predominant Age 25 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 99.26 x 97.77 x 99.29 x 98.39 = 9,736 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 multiple unit structure
 Etec. Public Other (Describe) OFF SITE IMPROVEMENTS
 Gas Street Access Public Private
 Water none Surface Easement Public Private
 San. Sewer none Storm Sewer Curb/Gutter
 Underground Elect. & Tel. Sidewalk Street Lights
 Topo Mostly Level
 Size Typical
 Shape Rectangular
 View Residential
 Drainage Typical
 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 site has been cleared of most native vegetation. There is no road leading to the subject at this time.

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	xxx Coahatchee Street (ROW) Fort Myers	2107 French Street Fort Myers	2002 Cuba Street Fort Myers	1656 Stames Fort Myers
Proximity to Subject		0.26 miles	0.47 miles	0.49 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	9,736 sf	15,000 sf -1,300	14,500 sf -1,200	7500 sf +600
Zoning	TFC-2	TFC-2	TFC-2	Residential
Road Frontage	Easement	Paved -4,100	Paved -5,000	Paved -2,000
Highest and Best Use	Single Family/Duplex	Single Family	Single Family	Single Family
Sec Twp Range	19-44-25	19-44-25	19-44-25	18-44-25
Sales or Financing Concessions	N/A Utilities-E, T	Cash/Condo of Sale Full +2,200	Cash Full	Cash Full
Net Adj. (Total)		+ \$ 3,200	+ \$ 6,200	+ \$ 1,400
Indicated Value of Subject		\$ 2,800	\$ 3,800	\$ 2,600

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 \$ 3,500
 J. Lee Norris MAI, SRA State Certified General Appraiser #843
 J. Lee Norris MAI, SRA
 Appraiser(s) Review Appraiser (if applicable) Did Did Not Physically Inspect Property

LAND APPRAISAL REPORT MARKET DATA ANALYSIS

File No. 02-79-163

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	xxxx Coahatchee Street (ROW) n Fort Myers	2341 Towles Street Fort Myers		3442 South Street Fort Myers		102 Santa Lucia Fort Myers	
Proximity to Subject		0.49 miles		0.67 miles		0.93 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	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.
Location	N/A	8/99		01/01		02/02	
Site/View	Central Ft. Myers	Central Ft. Myers		Central Ft. Myers		Central Ft. Myers	
Zoning	9,736 sf	14,400 sf	-1,200	27,600 sf	-1,800	40,565 sf	-3,100
Road Frontage	TFC-2	TFC-2		TFC-2		RS-1	
Highest and Best Use	Easement	Paved	-3,250	Paved	-6,000	Paved	-4,500
Sec Twp Range	Single Family/Duplex	Single Family/Duplex		Single Family/Duplex		Single Family	
Sales or Financing	19-44-25	20-44-25		19-44-25		17-44-25	
Concessions	N/A	Cash		\$5,500 Mort.		Cash	
Net Adj. (Total)	Utilities-E.T	Full		Full		Full	
Indicated Value of Subject		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 4,450	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 7,800	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 7,600
		Net 88.5 %	\$ 2,050	Net 65.0 %	\$ 4,200	Net 84.4 %	\$ 1,400
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.163

Palmetto Avenue Extension Project, No. 4073

NO SALES in PAST 5 YEARS

12/05/2002 THU 10:53 FAX 239 479 8391

LEE COUNTY-COUNTY LANDS

009



BOARD OF COUNTY COMMISSIONERS

239.479.8505
239.479.8391 FAX

Writer's Direct Dial Number: _____

Bob Janas
District One

VIA FAX TO 332-6604

Douglas R. St. Conny
District Two

December 5, 2002

Ray Judah
District Three

Andrew W. Coy
District Four

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

John E. Albion
District Five

Donald O. Stilwell
County Manager

RE: **PARCEL 163, 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 163 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 163

Property Owner: Earl P. Williams and Franceil A. Williams H/W and Bert A. Williams and Carol A. Williams H/W

Appraiser: Carlson Norris and Associates, Inc.

Appraisal Date: 11/4/02

Appraised Amount: \$3,500

Binding Offer Amount: \$4,500

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\163 City Engineer Approval.wpd