

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

**Blue Sheet No. 20021424**

**1. REQUESTED MOTION:**

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$4,800.00, for Parcel 151, 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

*C6I*

**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*
- BY *Karen L.W. Forsyth, Director*

*OK 12-10-02*  
*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 Lot 4 Godden & Hanson's Resubdivision and Lot 17 Block 2 Kaune's Subdivision. (Strap Number 19-44-25-09-00000.0040)

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 \$3,800.00. The binding offer to the property owner, Earl P. Williams and Franceil Williams, husband and wife and Bert A. Williams and Carol Williams, husband and wife, is for \$4,800.00. 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
					OA	OM	RISK	GC	
<i>K. Forsyth</i>		N/A	<i>12/14/02</i>	<i>12-16-02</i>	<i>12-17-02</i>	<i>12/18/02</i>	<i>12/18/02</i>	<i>12/18/02</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**  
Date: *12/16/02*  
Time: *4:00 PM*  
Forwarded To:  
*Co. ADM.*  
*12/17/02 9AM*

RECEIVED  
COUNTY  
*12/17/02*  
*12/19 830*

This document prepared by  
Lee County Division of County Lands  
Project: Palmetto Extension Project  
Parcel: 151  
STRAP No.: 19-44-25-09-00000.0040

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 0.24 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 Eight Hundred and no/100 dollars (\$4,800.00)**, 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 \$4,800.00, 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

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  
LEE COUNTY, FLORIDA**

**PARCEL NO. 151**

**STRAP NO.19-44-25-09-00000.0040**

Lot 4 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 Record Book 2975 at Page 3864 of said Public Records, lying in Section 19, Township 44 South, Range 25 East, Lee County, Florida.

**AND**

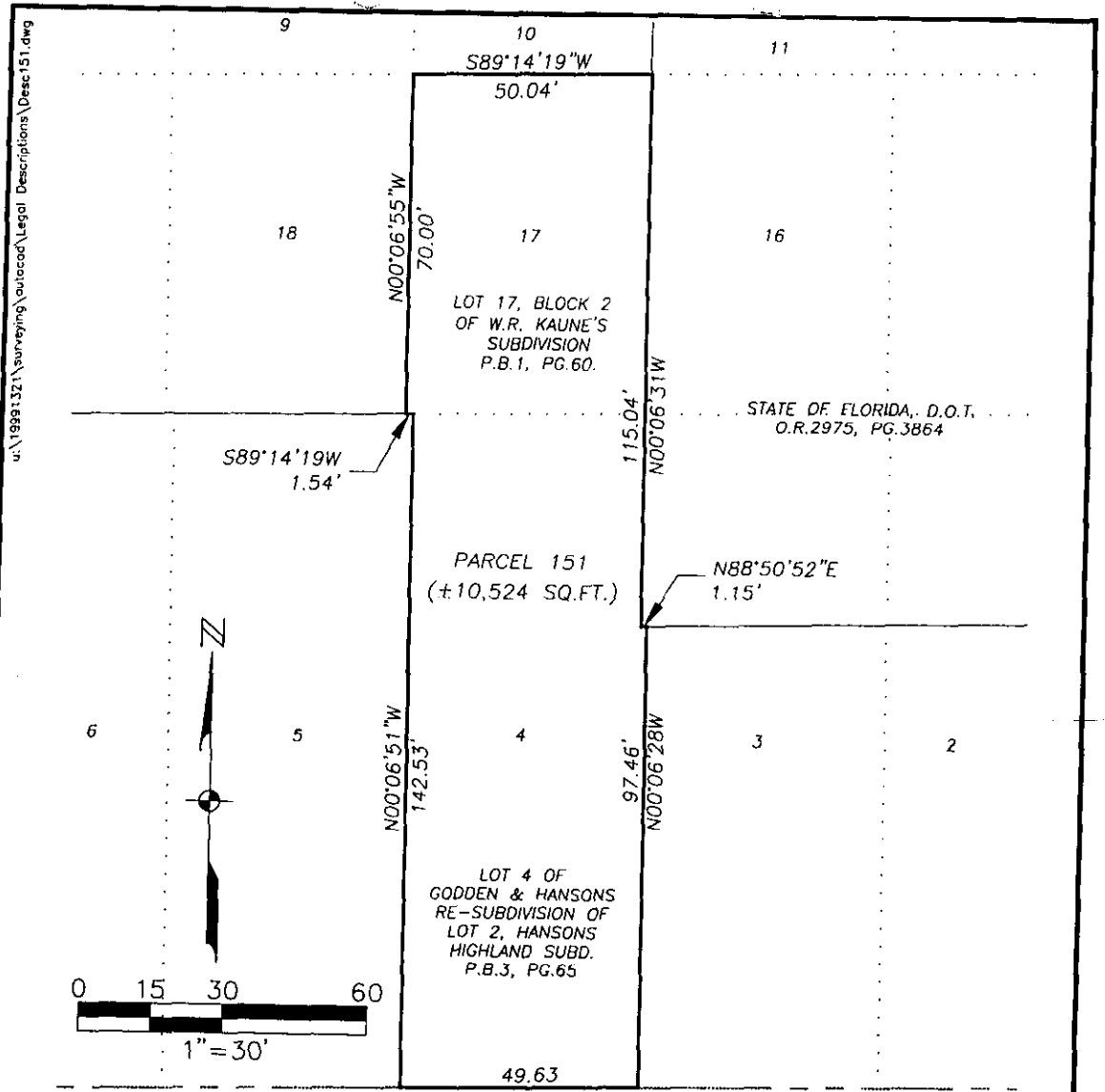
Lot 17, Block 2 of Kaune's Subdivision as recorded in Plat Book 1 at Page 60 of the Public Records of Lee County, Florida, lying in Section 19, Township 44 South, Range 25 East, Lee County, Florida.

Parcel contains 10,524 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 Surveyor and Mapper  
Florida Certificate No. 5247

# Exhibit "A"



### 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

### NOTES:

1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
2. BEARINGS ARE BASED ON THE SOUTH LINE OF LOT 4 AS BEING S 89°12'17" W.
3. PARCEL CONTAINS 10,524 SQUARE FEET, MORE OR LESS.

**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. 151**

STRAP NO. 19-44-25-09-00000.0040

LOT 4 OF  
 GODDEN & HANSON'S  
 SUBDIVISION

(PLAT BOOK 3, PAGE 65,  
 LEE COUNTY RECORDS)

& LOT 17 OF  
 KAUNE'S SUBD.

(PLAT BOOK 1, PAGE 60,  
 LEE COUNTY RECORDS)

SECTION 19, 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
08-14-02	19991321	19-44-25	1"=30'	1

**Division of County Lands**

**Updated In House Title Search**

Search No. 21888/B

Date: July 19, 2002

Parcel: 151


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 change as of 11/29/02*  


STRAP: 19-44-25-09-00000.0040

An update has been requested of In House Title Search No. 21888/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 4, 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.

**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. 02-79-151

Borrower **OWNER: Williams, Earl & Franceil et al** Census Tract 6 Map Reference 19-44-25  
 Property Address xxxx Coahatchee Street (ROW) no existing road  
 City Fort Myers County Lee State Fla. Zip Code 33901  
 Legal Description See Attached Legal Description (STRAP 19-44-25-09-00000.0040)  
 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 \$ 71.14 (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, Ft. 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 <input type="checkbox"/> Good <input checked="" type="checkbox"/> Avg. <input type="checkbox"/> Fair <input type="checkbox"/> Poor Convenience to Employment <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Shopping <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Convenience to Schools <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Public Transportation <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Recreational Facilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Adequacy of Utilities <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Property Compatibility <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Protection from Detrimental Conditions <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Police and Fire Protection <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> General Appearance of Properties <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> Appeal to Market <input type="checkbox"/> <input checked="" type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	
Built Up	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%		<input type="checkbox"/> Under 25%
Growth Rate	<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 type="checkbox"/> 10% Apts.		<input type="checkbox"/> % Condo
	<input type="checkbox"/> 5% Industrial	<input type="checkbox"/> 25% Vacant	<input type="checkbox"/> %		<input type="checkbox"/> 10% Commercial
Change in Present Land Use	<input checked="" type="checkbox"/> Not Likely	<input checked="" type="checkbox"/> Likely (*)	<input type="checkbox"/> Taking Place (*)		
	(*) From <u>See Attached</u> To _____				
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant		
Single Family Price Range	\$ <u>10,000</u> to \$ <u>150,000</u>		Predominant Value \$ <u>60,000</u>		
Single Family Age	<u>0</u> yrs. to <u>75</u> yrs.	Predominant Age	<u>25</u> 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 49.63 X 142.53 x 1.54 x 70 x 50.04 x 115.04 x 97.4 = 10,524 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 adjoining lands as single family or multiple unit structure  
 Elec.  Public  Other (Describe) \_\_\_\_\_ OFF SITE IMPROVEMENTS  
 Gas  Street Access  Public  Private  
 Water  none Surface Easement \_\_\_\_\_  
 San. Sewer  none Maintenance  Public  Private  
 Underground Elect. & Tel.  Storm Sewer  Curb/Gutter  
 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	<u>xxxx Coahatchee Street (ROW) r Fort Myers</u>	<u>2107 French Street Fort Myers</u>	<u>2002 Cuba Street Fort Myers</u>	<u>1656 Starnes Fort Myers</u>
Proximity to Subject		<u>0.26 miles</u>	<u>0.47 miles</u>	<u>0.49 miles</u>
Sales Price	\$ <u>N/A</u>	\$ <u>6,000</u>	\$ <u>10,000</u>	\$ <u>4,000</u>
Price		\$ <u>.40</u>	\$ <u>.69</u>	\$ <u>.53</u>
Data Source		<u>OR 3725 Pg. 3806</u>	<u>OR 3441 Pg. 1564</u>	<u>OR 3162 Pg. 4875</u>
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
	<u>N/A</u>	<u>9/02</u>	<u>6/01</u>	<u>9/99</u>
Location	<u>Central Ft. Myers</u>	<u>Central Ft. Myers</u>	<u>Central Ft. Myers</u>	<u>Central Ft. Myers</u>
Site/View	<u>10,524 sf</u>	<u>15,000 sf</u>	<u>14,500 sf</u>	<u>7500 sf</u>
Zoning	<u>TFC-2</u>	<u>TFC-2</u>	<u>TFC-2</u>	<u>Residential</u>
Road Frontage	<u>Easement</u>	<u>Paved</u>	<u>Paved</u>	<u>Paved</u>
Highest and Best Use	<u>Single Family/Duplex</u>	<u>Single Family</u>	<u>Single Family</u>	<u>Single Family</u>
Sec Twp Range	<u>19-44-25</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 of Sale</u>	<u>Cash</u>	<u>Cash</u>
Utilities	<u>Utilities-E,T</u>	<u>Full</u>	<u>Full</u>	<u>Full</u>
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ <u>3,000</u>	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ <u>6,000</u>	<input type="checkbox"/> + <input checked="" type="checkbox"/> - \$ <u>1,200</u>
Indicated Value of Subject		<u>Net BUU \$ 3,000</u>	<u>Net BUU \$ 4,000</u>	<u>Net BUU \$ 2,800</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.

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 \$ 3,800  
 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. 02-79-151

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6							
		Address	Proximity to Subject	Sales Price	Price	Address	Proximity to Subject	Sales Price	Price	Address	Proximity to Subject	Sales Price	Price
	xxxx Coahatchee Street (ROW) n Fort Myers	2341 Towles Street Fort Myers	0.49 miles	\$ 6,500	.45	3442 South Street Fort Myers	0.67 miles	\$ 12,000	.44	102 Santa Lucia Fort Myers	0.93 miles	\$ 9,000	.22
		OR 3155 Pg. 1580		OR 3347 Pg. 2381		OR 3635 Pg. 3876							
	DESCRIPTION	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.			DESCRIPTION	+ (-)\$ Adjust.		
	Date of sale and Time Adjustment	N/A		8/99		01/01		02/02		02/02			
	Location	Central Ft. Myers		Central Ft. Myers		Central Ft. Myers		Central Ft. Myers		Central Ft. Myers			
	Site/View	10,524 sf		14,400 sf	-1,000	27,600 sf	-1,700	40,565 sf	-3,000	40,565 sf	-3,000		
	Zoning	TFC-2		TFC-2		TFC-2		RS-1		RS-1			
	Road Frontage	Easement		Paved	-3,250	Paved	-6,000	Paved	-4,500	Paved	-4,500		
	Highest and Best Use	Single Family/Duplex		Single Family/Duplex		Single Family/Duplex		Single Family		Single Family			
	Sec Twp Range	19-44-25		20-44-25		19-44-25		17-44-25		17-44-25			
	Sales or Financing	N/A		Cash		\$5,500 Mort.		Cash		Cash			
	Concessions	Utilities-E T		Full		Full		Full		Full			
	Net Adj. (Total)		\$ 4,250		\$ 7,700		\$ 7,500						
	Indicated Value of Subject		Net 65.4 % \$ 2,250		Net 64.2 % \$ 4,300		Net 83.3 % \$ 1,500						

Comments: See attached comments regarding adjustments made to the comparable sales. Additional comparable sales are attached.

COMMENTS



# 5-Year Sales History

Parcel No.151

Palmetto Avenue Extension Project, No. 4073

**NO SALES in PAST 5 YEARS**

12-05-2002 THU 16:52 FAX 239 479 8391

LEE COUNTY-COUNTY LANDS

005



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

239.479.8505  
239.479.8391 FAX

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

Bob Janes  
District One

**VIA FAX TO 332-6604**

Douglas R. St. Ceryn  
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 D. Stillwell  
County Manager

**RE: PARCEL 151, PALMETTO EXTENSION PROJECT**  
Request for review and sign-off on acquisition proposal

James G. Yaeger  
County Attorney

Dear Saeed:

Diane M. Parker  
County Hearing  
Examiner

The appraisal for parcel 151 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 151**

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: \$3,800

**Binding Offer Amount: \$4,800**

Binding Offer Approved:

Funds are available in account:

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

310-4315-541-6100

S:\POOL\Palmetto Ext\Correspondence\151 City Engineer Approval.wpd