

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

**Blue Sheet No. 20021425**

**1. REQUESTED MOTION:**

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$2,300.00, for Parcel 152, 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 *C6J*

**3. MEETING DATE:** *01-07-2003*

<p><b>4. AGENDA:</b></p> <p><input checked="" type="checkbox"/> CONSENT</p> <p><input type="checkbox"/> ADMINISTRATIVE</p> <p><input type="checkbox"/> APPEALS</p> <p><input type="checkbox"/> PUBLIC</p> <p><input type="checkbox"/> WALK ON</p> <p><b>TIME REQUIRED:</b></p>	<p><b>5. REQUIREMENT/PURPOSE:</b> (Specify)</p> <p><input checked="" type="checkbox"/> STATUTE 73.125</p> <p><input type="checkbox"/> ORDINANCE</p> <p><input type="checkbox"/> ADMIN.</p> <p><input checked="" type="checkbox"/> OTHER Resolution of Necessity Blue Sheet No. 20020762 and Interlocal Agreement Blue Sheet No. 20020586</p>	<p><b>6. REQUESTOR OF INFORMATION</b></p> <p>A.</p> <p>B. DEPARTMENT Independent Division</p> <p>C. DIVISION County Lands <i>12-10-02</i></p> <p>BY <i>Karen L.W. Forsyth, Director</i> <i>KLF</i></p>
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**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 10, Block 2 Kaune's Subdivision PB 1-60. (Strap Number 19-44-25-08-00002.0100)

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 \$1,800.00. 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 \$2,300.00. 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 <i>CFM 12/18</i>				G County Manager
<i>K. Forsyth</i>		N/A	<i>12/16/02</i> <i>[Signature]</i>	<i>[Signature]</i> 12-16-02	OA <i>[Signature]</i> 12-17-02	MOM <i>[Signature]</i> 12/18/02	RISK <i>[Signature]</i> 12/18/02	GC <i>[Signature]</i> 12/18/02	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

**Rec. by CoAtty**

Date: *12/16/02*

Time: *9:27 AM*

Forwarded To:  
*Co. ADM*  
*12/17/02 9 AM*

RECEIVED BY  
COUNTY ADMIN. *[Signature]*

*12/16/02*

*10:30:25 AM*

*BL*

*12/19 8:30*

This document prepared by  
Lee County Division of County Lands  
Project: Palmetto Extension Project  
Parcel: 152  
STRAP No.: 19-44-25-08-00002.0100

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 0.08 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 **Two Thousand Three Hundred and no/100 dollars (\$2,300.00)**, 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 \$2,300.00, 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 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA**


**PARCEL NO. 152**

**STRAP NO. 19-44-25-08-00002.0100**

All of Lot 10, 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.

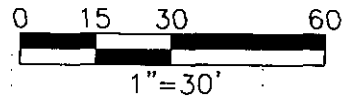
Parcel contains 3,503 square feet, more or less.

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

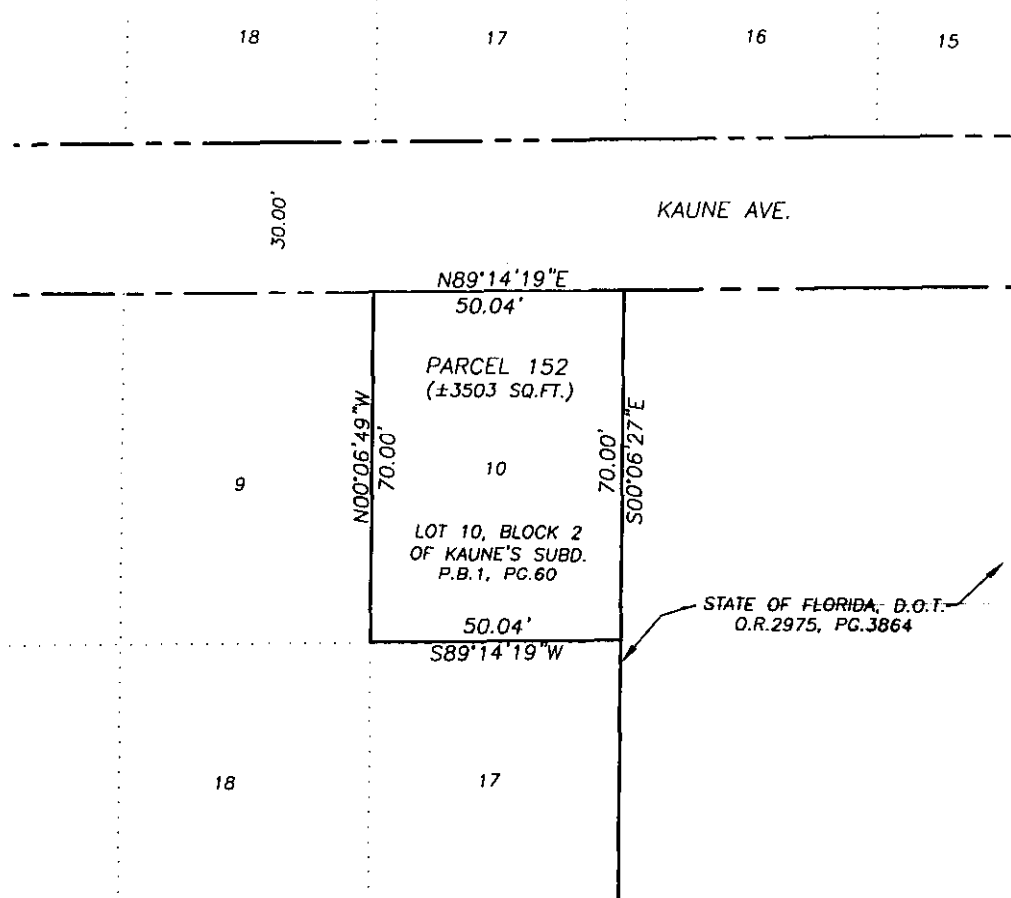


Mark G. Wentzel (For the Firm LB-642)  
Professional Surveyor and Mapper  
Florida Certificate No. 5247

# Exhibit "A"



u:\1999\1321\surveying\autocad\Legal Sketches\Desc152.dwg



STATE OF FLORIDA, D.O.T.  
O.R.2975, PG.3864

**NOTES:**

1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
2. BEARINGS ARE BASED ON THE NORTH LINE OF SAID LOT 10 BEING N 89°14'19" E.
3. PARCEL CONTAINS 3503 SQUARE FEET MORE OR LESS.

**LEGEND**

- COR. = CORNER
- DESC. = DESCRIPTION
- FD. = FOUND
- L.B. = LAND SURVEYOR BUSINESS
- MON. = MONUMENT
- O.R. = OFFICIAL RECORD
- P.B. = PLAT BOOK
- PG. = PAGE
- P.O.B. = POINT OF BEGINNING
- P.O.C. = POINT OF COMMENCEMENT
- R. = RANGE
- T. = TOWNSHIP

**THIS IS NOT A SURVEY**

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. 152**  
 STRAP NO. 19-44-25-08-00002.0100  
 ALL OF LOT 10, BLOCK 2 OF  
 KAUNE'S SUBDIVISION  
 (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
08-19-02	19991321	19-44-25	1"=30'	1

**Division of County Lands**

**Updated In House Title Search**

Search No. 21888/C

Date: July 19, 2002

Parcel: 152

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  
SS

STRAP: 19-44-25-08-00002.0100

An update has been requested of In House Title Search No. 21888/C 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 10, Block 2, Kaune's Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 1, Page 60, 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.
2. State of Florida Department of Transportation Eminent Domain Resolution for State Highway System Projects, recorded in Official Record Book 2801, Page 2523, Public Records of Lee County, Florida.

**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. 02-79-152

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 19-44-25-08-00002,0100)  
 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 \$ 30.15 (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	<input type="checkbox"/> Good	<input checked="" type="checkbox"/> Avg.	<input type="checkbox"/> Fair	<input type="checkbox"/> Poor
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Growth Rate	<input type="checkbox"/> Fully Dev.	<input type="checkbox"/> Rapid	<input checked="" type="checkbox"/> Steady	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" 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.	Recreational Facilities	<input type="checkbox"/>	<input checked="" 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.	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	<input type="checkbox"/> 5% Industrial	<input type="checkbox"/> 25% Vacant	<input type="checkbox"/> % Condo	Property Compatibility	<input type="checkbox"/>	<input checked="" 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 (*)	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
	(*) From <u>See Attached</u> To _____			Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant	General Appearance of Properties	<input type="checkbox"/>	<input checked="" 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>	Appeal to Market	<input type="checkbox"/>	<input checked="" 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.					

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 50.04 x 70 = 3,503 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  
 Public  Other (Describe) \_\_\_\_\_  
 Elec.  Street Access  Public  Private Topo Mostly Level  
 Gas  Surface Easement \_\_\_\_\_ Size Smaller than most area sites  
 Water  none \_\_\_\_\_ Shape Rectangular  
 San. Sewer  none \_\_\_\_\_ 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 parcel is small 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	xxxx Coahatchee Street (ROW) Fort Myers	2107 French Street Fort Myers	2002 Cuba Street Fort Myers	1656 Starnes Fort Myers
Proximity to Subject		0.29 miles	0.48 miles	0.49 miles
Sales Price	\$ N/A	\$ 6,000	\$ 10,000	\$ 4,000
Price	\$	\$ .40	\$ .69	\$ .53
Data Source		OR 3725 Pg. 3806	OR 3441 Pg. 1564	OR 3162 Pg. 4875
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
	N/A	9/02	6/01	9/99
Location	Central Ft. Myers	Central Ft. Myers	Central Ft. Myers	Central Ft. Myers
Site/View	3,503	15,000 sf -2,900	14,500 sf -2,700	7500 sf -1,000
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 17P Range	19-44-25	19-44-25	19-44-25	18-44-25
Sales or Financing Concessions	N/A Utilities-E, T	Cash/Condo Sale Full +2,200	Cash Full	Cash Full
Net Adj. (Total)		+ \$ 4,800	+ \$ 7,700	+ \$ 3,000
Indicated Value of Subject		Net: 20,000 \$ 1,200	Net: 77,000 \$ 2,300	Net: 7500 \$ 1,000

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 \$ 1,800

J. Lee Norris MAI, SRA State Certified General Appraiser #643

J. Lee Norris MAI, SRA Appraiser

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

### LAND APPRAISAL REPORT MARKET DATA ANALYSIS

File No. 02-79-152

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		0.46 miles		0.68 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 N/A	DESCRIPTION 8/99	+(-)\$ Adjust.	DESCRIPTION 01/01	+(-)\$ Adjust.	DESCRIPTION 02/02	+(-)\$ Adjust.
Location	Central Ft. Myers	Central Ft. Myers		Central Ft. Myers		Central Ft. Myers	
Site/View	3,503	14,400 sf	-2,700	27,600 sf	-2,400	40,565 sf	-3,700
Zoning	TFC-2	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/Duple		Single Family	
Sec Twp Range	19-44-25	20-44-25		19-44-25		17-44-25	
Sales or Financing	N/A	Cash		\$5,500 Mort.		Cash	
Concessions	Utilities-E-T	Full		Full		Full	
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 5,950	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 8,400	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 8,200
Indicated Value of Subject		Net 91.5 %	\$ 550	Net 70.0 %	\$ 3,600	Net 91.1 %	\$ 800

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.152

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

0008



# 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. Conny  
District Two

December 5, 2002

Ray Jurkin  
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 152, PALMETTO EXTENSION PROJECT**  
Request for review and sign-off on acquisition proposal

James G. Yaeger  
County Attorney

Dear Saeed:

Diana M. Parker  
County Hearing  
Examiner

The appraisal for parcel 152 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 152**

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: \$1,800  
Binding Offer Amount: \$2,300

Binding Offer Approved:

Funds are available in account:

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

310-4315-541-6100

S:\PODL\PalmettoExt.Correspondence\152 City Engineer Approval.wpl