

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

Blue Sheet No. 20030090

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$40,600.00, for Parcel 160, 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:

02-18-2003

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 *1-23-03*
- BY *Karen L.W. Forsyth, Director*

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 property improved with a single family home, further identified as part of 3513 Fairview Avenue, Fort Myers, Florida (STRAP Number 20-44-25-P1-00401.001B.)

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 \$38,000.00. The binding offer to the property owner, Annie Crawford, is for \$40,600.00. 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 is of the opinion that the purchase price increase of \$2,600.00 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$3,000 - \$5,000 excluding land value increases and attorney fees.

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>N/A</i>	<i>John Regan 2-3-03</i>	OA <i>ekw 2/4-03</i>	OM <i>2/6/03</i>	RISK <i>2/6/03</i>	GC <i>2/4-03</i>	<i>1-6-03</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *1/31/03*
Time: *11:40*
Forwarded To: *CO. ADM. 2/4/03 1PM*

RECEIVED BY COUNTY ADMIN. *EW*
2-4-03
2:20
COUNTY ADMIN. FORWARDED TO: *11-*
2/6/03
6:23 AM

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 160
STRAP No.: 20-44-25-P1-00401.001B

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 _____, 2003 by and between **Annie Crawford, a single person**, hereinafter referred to as SELLER, whose address is **3513 Fairview Avenue, Fort Myers, Florida 33916**, 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 **3513 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 **Forty thousand six hundred and no/100 dollars (\$40,600.00)**, payable at closing by County warrant. 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 **\$40,600.00**, 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:

Annie Crawford _____ (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)

SPECIAL CONDITIONS

Page 1 of 2

BUYER: Lee County

SELLER: Crawford

PARCEL NO. 160

Buyer and Seller hereby covenant that the purchase price recited herein, except as noted below, includes payment for all fixtures, including but not limited to, built-in appliances, air conditioning units, hot water heaters, ceiling fans, screen enclosures, windows, doors, floor covering and landscaping, as of the date of the Buyer's appraisal (November 4, 2002).

Buyer's authorized agent will inspect the house and all other real property and improvements prior to closing. Removal of any fixtures(s) by Seller, except as noted below, may cause a delay in closing and a reduction in the purchase price. All additional costs associated with any breach of this covenant will be paid by the Seller. This covenant shall survive closing.

Upon the Buyer's written acceptance of this Agreement, Seller hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.

Upon closing, Buyer shall pay Seller \$1,000.00 moving allowance.

Prior to closing, in consideration of the purchase and sale of the subject property, Seller may carefully remove and/or replace only those appliances, fixtures, or improvements to the subject property under the terms identified below. Title to all other fixtures and improvements will remain part of the subject property for purposes of transfer.

Items that may be removed: _____

All removal and/or replacements must be done in good workmanship manner and no part of the structure damaged including holes in walls, ceilings, or exterior.

WITNESSES:

SELLER:

Annie Crawford (DATE)

SPECIAL CONDITIONS

Page 2 of 2

BUYER: Lee County
SELLER: Crawford
PARCEL NO. 160

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)

August 19, 2002

DESCRIPTION

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

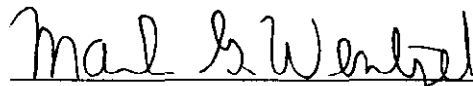
PARCEL NO. 160

STRAP NO. 20-44-25-P1-00401.001B

All of those lands as described by deed recorded in Official Record Book 829 at Page 332 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 3,855 square feet, more or less.

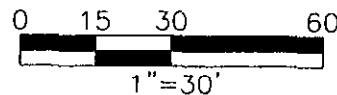
SUBJECT TO easements, reservations, restrictions and right-of-ways of record.



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

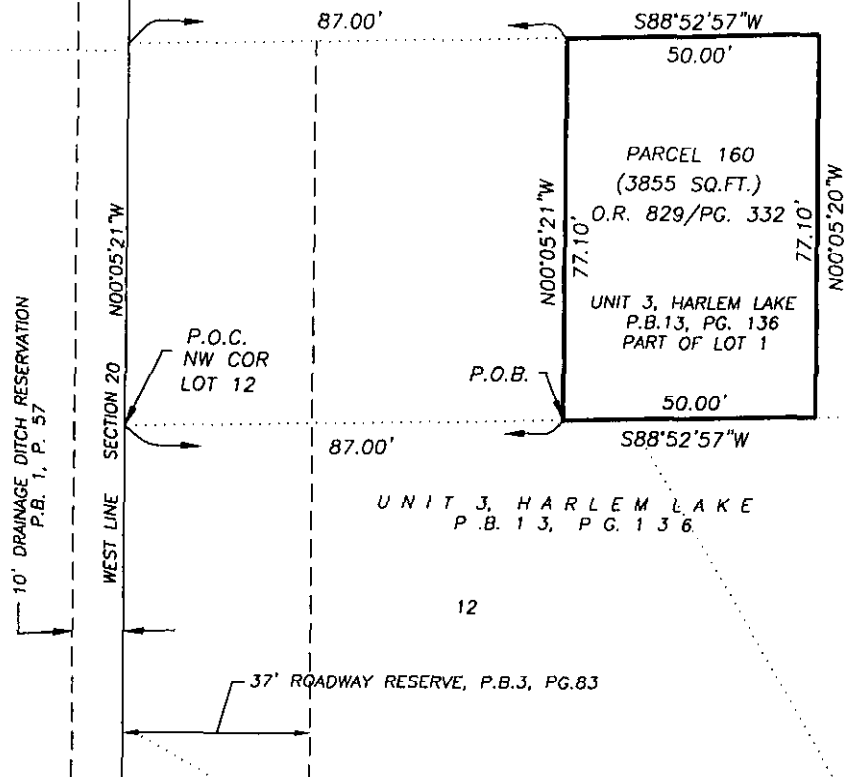
19991321\Parcel No.160 - 081902

Exhibit "A"



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

u:\19991321\surveying\autocad\Legal Descriptions\Desc160.dwg



NOTES:

- SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
- 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.
- PARCEL CONTAINS 3,855 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
- R.O.W. = RIGHT OF WAY
- D.O.T. = DEPARTMENT OF TRANSPORTATION

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.

PARCEL NO. 160
 STRAP NO.20-44-25-P1-00401.001B
 PART OF LOT 1, BLOCK 1
 HARLEM LAKE UNIT 3, P.B.13,PG.136
 (O.R.829, PG 332, LEE COUNTY RECORDS)
 CITY OF FORT MYERES
 SECTION 20, 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. #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.22095

Date: July 1, 2002

Parcel: 160

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-P1-00401.001B

This search covers the period of time from December 23, 1960, at 8:00 a.m. to June 19, 2002, at 5:00 p.m.

Subject Property: See attached Schedule "X"

no changes
as of 1/8/03

Title to the subject property is vested in the following:

Annie G. Crawford, surviving spouse of George I. Crawford, deceased.

by that certain instrument dated June 20, 1972, recorded June 30, 1972, in Official Record Book 829 Page 332, 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. U.C.C. between George I. Crawford and Annie G. Crawford and Ronald G. Meyers, recorded September 11, 1986 in Official Record Book 1867, Page 3465, as continued by instrument recorded in Official Record Book 2226, Page 1167, Public Records of Lee County, Florida.
3. U.C.C. between Annie G. Crawford and George I. Crawford and The Independent Savings Plan Company, recorded August 9, 1996 in Official Record Book 2734, Page 1879, Public Records of Lee County, Florida.
4. Resolution of the City Council of the City of Fort Myers, regarding the Martin Luther King, Jr. Boulevard corridor, recorded in Official Record Book 3439, Page 1180, Public Records of Lee County, Florida.
5. Six foot (6') easement for drainage and/or public utilities along the southerly boundary of subject property, as recited on recorded plat.

NOTE: Death Certificate of George Ivory Crawford recorded in Official Record Book 2317, Page 2540, Public Records of Lee County, Florida.

Division of County Lands

In House Title Search

Search No.22095

Date: July 1, 2002

Parcel: 160

Project: Palmetto Avenue Extension

Project #4072

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

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.

Schedule X

Parcel 160

Project: Palmetto Avenue Extension Project #4072

Search No. 22095

The Easterly 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° 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°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°5'47" West for 77.1 feet more or less to the Point of Beginning.

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-79-160

Property Description		Property Address 3513 Fairview		City Fort Myers		State FL		Zip Code 33901			
Legal Description		Metes and Bounds Description- full legal is attached						County Lee			
Assessor's Parcel No.		20-44-25-P1-00401.001B		Tax Year 2001		R.E. Taxes \$ 34.81		Special Assessments \$ None			
Borrower		Annie Crawford		Current Owner		Annie Crawford		Occupant <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant			
Property rights appraised		<input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold		Project Type		<input type="checkbox"/> PUD <input type="checkbox"/> Condominium (HUD/VA only)		HOA \$ N/A /Mo.			
Neighborhood or Project Name		Harlem Lake		Map Reference		20-44-25		Census Tract 6			
Sale Price		\$ Not a Sale		Date of Sale		N/A		Description and \$ amount of loan charges/concessions to be paid by seller N/A			
Lender/Client		Lee County - County Lands		Address P.O. Box 398, Fort Myers, FL 33902-0398							
Appraiser		J. Lee Norris MAI, SRA 1919 Courtney Drive, Fort Myers, Fla. 33901									
Location		<input checked="" type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural		Predominant occupancy		Single family housing PRICE (\$000)		Present land use %			
Built up		<input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%		<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vac. (over 5%)		AGE (yrs) 20 Low New 150+ High 80		One family 80 2-4 family 5 Multi-family 5 Commercial 10 Vacant 0			
Growth rate		<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow		Marketing time		<input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.		Land use change			
Property values		<input checked="" type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining		Demand/supply		<input checked="" type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply		<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely <input type="checkbox"/> in process			
Note: Race and the racial composition of the neighborhood are not appraisal factors.											
Neighborhood boundaries and characteristics: The market area boundaries are MLK, Jr. Blvd. to the north, Ortiz to the east, Colonial to the south and Fowler Street to the west.											
Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): There were no unfavorable marketing conditions observed in this single family residential neighborhood. The area consists of fair to average quality homes that are mostly adequately maintained and have average appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Stable employment and property values are prevalent.											
Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.): No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Supply & demand are in balance, with typical marketing time 4-6 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent.											
Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A											
Approximate total number of units in the subject project N/A Approximate total number of units for sale in the subject project N/A											
Describe common elements and recreational facilities: N/A											
Dimensions		50 x 77.10 per Johnson Eng. Survey						Topography		Level	
Site area		3,855		Corner Lot		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		Size		Typical	
Specific zoning classification and description		B-1 (single family and commercial)						Shape		Primarily Rectangular	
Zoning compliance		<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning		Drainage		Appears Adequate		View		Residential	
Highest & best use as improved:		<input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)		Landscaping		Typical		Driveway Surface		Grass	
Utilities		<input checked="" type="checkbox"/> Public <input type="checkbox"/> Other		Off-site Improvements		Type Public Private		Apparent easements		Standard Utility	
Electricity		<input checked="" type="checkbox"/>		Street		Asphalt paved <input checked="" type="checkbox"/>		FEMA Special Flood Hazard Area		<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
Gas		<input type="checkbox"/>		Curb/gutter		None <input type="checkbox"/>		FEMA Zone		X Map Date 07/20/1998	
Water		<input type="checkbox"/>		Sidewalk		None <input type="checkbox"/>		FEMA Map No.		1251240225B	
Sanitary sewer		<input checked="" type="checkbox"/>		Street lights		Pole lights <input checked="" type="checkbox"/>		Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.):		No adverse site conditions observed. The site is a typical building lot. Site improvements: Fill/prep/landscaping/sod \$1,000, fence \$200, impact fee \$2,700, water/sewer \$3,000. No apparent adverse easements or encroachments were observed.	
Storm sewer		<input type="checkbox"/>		Alley		None <input type="checkbox"/>					
GENERAL DESCRIPTION		EXTERIOR DESCRIPTION		FOUNDATION		BASEMENT		INSULATION			
No. of Units One		Foundation Concrete Piers		Slab No		Area Sq. Ft. None		Roof		<input type="checkbox"/>	
No. of Stories One		Exterior Walls Stucco		Crawl Space Yes		% Finished N/A		Ceiling		*Adeq. <input checked="" type="checkbox"/>	
Type (Det./Att.) Detached		Roof Surface Shingle		Basement None		Celling N/A		Walls		*Adeq. <input checked="" type="checkbox"/>	
Design (Style) Ranch		Gutters & Downspts. None		Sump Pump None		Walls N/A		Floor		<input type="checkbox"/>	
Existing/Proposed Existing		Window Type Alum. SH		Dampness N/A		Floor N/A		None		<input type="checkbox"/>	
Age (Yrs.) 30/1972		Storm/Screens No		Settlement N/A		Outside Entry N/A		Unknown		<input type="checkbox"/>	
Effective Age (Yrs.) 25 years		Manufactured House No		Infestation N/A				*Assumed Adeq.		<input type="checkbox"/>	
ROOMS		Foyer		Living		Dining		Kitchen		Den	
Basement		Area		1		Area		1		3	
Level 1		Area		1		Area		1		792	
Level 2											
DESCRIPTION OF IMPROVEMENTS		Finished area above grade contains:		5 Rooms;		3 Bedroom(s);		1 Bath(s);		792 Square Feet of Gross Living Area	
INTERIOR		MATERIALS/CONDITION		HEATING		KITCHEN EQUIP.		ATTIC		AMENITIES	
Floors		Carpet/Vinyl/Wood		Type Adeq. Wall-3		Refrigerator <input checked="" type="checkbox"/>		None <input checked="" type="checkbox"/>		Fireplace(s) # <input type="checkbox"/>	
Walls		Paneling		Fuel Elec.		Range/Oven <input checked="" type="checkbox"/>		Stairs <input type="checkbox"/>		Patio <input type="checkbox"/>	
Trim/Finish		Average		Condition Avg.		Disposal <input type="checkbox"/>		Drop Stair <input type="checkbox"/>		Deck <input type="checkbox"/>	
Bath Floor		Vinyl		COOLING Adeq.		Dishwasher <input type="checkbox"/>		Scuttle <input type="checkbox"/>		Porch <input type="checkbox"/>	
Bath Wainscot		Tile		Central Wall-3		Fan/Hood <input type="checkbox"/>		Floor <input type="checkbox"/>		Fence <input type="checkbox"/>	
Doors		Wood		Other		Microwave <input type="checkbox"/>		Heated <input type="checkbox"/>		Pool <input type="checkbox"/>	
All in avg. to fair condition		Condition Avg.		Washer/Dryer <input type="checkbox"/>		Finished <input type="checkbox"/>				Garage <input checked="" type="checkbox"/>	
										# of cars	
										Attached <input type="checkbox"/>	
										Detached <input type="checkbox"/>	
										Built-In <input type="checkbox"/>	
										Carport <input type="checkbox"/>	
										Driveway <input type="checkbox"/>	
Additional features (special energy efficient items, etc.): Solar Hot Water (not known whether or not its functioning), fence, detached shed 132 square feet											
Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: The estimated effective age is based on the observed condition as noted at the time of inspection. Rotten wood was noted on the exterior of the home including soffit and facai and exposed exterior wall lath and framing.											
Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: No adverse environmental conditions noted on the subject site or in the immediate vicinity. Debris was not in the yard a environmental audit is recommended.											

UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

File No. 02-79-160

ESTIMATED SITE VALUE Unimproved site = \$ 2,000	Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): See attached floor plan and area calculations. Subject site is developed to its highest and best use. No functional or economic obsolescence was noted. See attached for comments on land value. Costs are supported by mainly Marshall-Swift in addition to builder's costs & completed appraisals retained in the appraiser's office files.
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:	
Dwelling 792 Sq. Ft. @\$ 63.00 = \$ 49,896	
Sq. Ft. @\$ =	
Det. Shed 132 sf @ \$28.00 per sf = 3,696	
Garage/Carport Sq. Ft. @\$ =	
Total Estimated Cost New = \$ 53,592	
Less Physical Functional External	
Depreciation 24,358 = \$ 24,358	
Depreciated Value of Improvements = \$ 29,234	
As-is Value of Site Improvements = \$ 6,900	
INDICATED VALUE BY COST APPROACH = \$ 38,134	
Depreciation - Economic Age/Life Method Estimated remaining economic life = 30 years.	

ITEM	SUBJECT	COMPARABLE NO. 1		COMPARABLE NO. 2		COMPARABLE NO. 3	
Address	3513 Fairview Fort Myers	1503 Billie Street 18-44-25-P1-0030C.0010		1270 Williams Street 18-44-25-P1-02600.0180		3304 Ellington Court 19-44-25-11-00013.0000	
Proximity to Subject		1.03 miles		1.14 miles		0.58 miles	
Sales Price	\$ Not a Sale	\$ 35,500		\$ 49,000		\$ 40,000	
Price/Gross Living Area	\$ (L)	\$ 32.93 (L)		\$ 36.57 (L)		\$ 64.10 (L)	
Data and/or Verification Source	Inspection Pub. Records	ORB 3379 PG 690 PR-Lee County / owner		ORB 3635 PG 2819 PR-Lee County / seller		ORB 3596 PG 3378 PR-Lee County / owner	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Sales or Financing Concessions		FHA \$34,951		FHA \$48,456		Conventional \$32,000	
Date of Sale/Time		02/28/02		01/16/01		02/27/02	
Location	Cent.Ft.Myers	Cent.Ft.Myers		Cent.Ft.Myers		Cent.Ft.Myers	
Leasehold/Fee Simple	Fee	Fee		Fee		Fee	
Site	3,855	16,875 sf	-3,300	8,250 sf	-2,400	5,200sf	
View	Residential	Residential		Residential		Residential	
Design and Appeal	Ranch	Ranch		Ranch		Ranch	
Quality of Construction	Frame/Average	Frame/Average		Frame/Average		CBS/Superior	-4,000
Age	Eff=25, A=30	Eff=35, A=78	+10,000	Eff=30, A=82	+5,000	Eff=20, A=43	-5,000
Condition	Average	Average		Average		Average	
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		Total Bdrms Baths	
Room Count	5 3 1	4 3 1		4 3 1		4 2 1	
Gross Living Area	792 Sq. Ft.	1,078 Sq. Ft.	-4,700	1,340 Sq. Ft.	-10,000	624 Sq. Ft.	+4,400
Basement & Finished Rooms Below Grade	None N/A	None None		None None		None None	
Functional Utility	Adequate	Adequate		Adequate		Adequate	
Heating/Cooling	Wall	Wall		Central	-1,000	Wall	
Energy Efficient Items	Typical	Typical		Typical		Typical	
Garage/Carport	None	None		None		None	
Porch, Patio, Deck	Shed	Utility		Porch		None	
Fireplace(s), etc.	None	Shed	-500	None		Shed	-500
Fence, Pool, etc.	Fence	Similar		Fence		Fence	
Other Features	None	None		None		None	
Net Adj. (total)		⊗ + ⊗ - \$ 1,500		⊗ + ⊗ - \$ 8,400		⊗ + ⊗ - \$ 5,100	
Adjusted Sales Price of Comparable		Gross 52.1 \$ 37,000		Gross 37.8 \$ 40,600		Gross 34.2 \$ 34,900	

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached comments.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Date, Price and Data Source, for prior sales within year of appraisal	No sale in the last 12 mos. per Lee Co.	No prior sale noted other than above in past twelve months	No prior sale noted other than above in past twelve months	8/01 for \$20,000 3471/994

Analysis of any current agreement of sale, option, or listing of subject property and analysis of any prior sales of subject and comparables within one year of the date of appraisal:
The subject property is not listed in the regional MLS. Sale 3 was substantially remodeled after the 8/01 purchase.

INDICATED VALUE BY SALES COMPARISON APPROACH = \$ 38,000

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier = \$

This appraisal is made "as is" subject to the repairs, alterations, inspections or conditions listed below subject to completion per plans & specifications.

Conditions of Appraisal: No special comments or conditions affect this appraisal. **THIS IS A SUMMARY APPRAISAL REPORT.** See attached **Special Limiting Conditions.**

Final Reconciliation: The Sales Comparison Analysis typically best reflects the actions and attitudes of participants in the marketplace. The Cost Approach receives less emphasis. Insufficient market data is available for a reliable GRM.

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 10048 (Revised 6/93).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF November 4, 2002
(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 38,000

APPRaiser: Lee Norris MAI, SFA *[Signature]* SUPERVISORY APPRAISER (ONLY IF REQUIRED):
 Signature _____ | Did | Did Not
 Name J. Lee Norris MAI, SFA Name _____ Inspect Property
 Date Report Signed December 23, 2002 Date Report Signed _____
 State Certification # 000648 S.Cert. Gen. Appr. State FL State Certification # _____ State FL
 Or State License # _____ State _____ Or State License # _____ State _____

UNIFORM RESIDENTIAL APPRAISAL REPORT MARKET DATA ANALYSIS

These recent sales of properties are most similar and proximate to subject and have been considered 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 the 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	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6
Address	3513 Fairview Fort Myers	3024 Thomas Street Fort Myers	2925 Thomas Street Fort Myers	
Proximity to Subject		0.72 miles	0.87 miles	
Sales Price	Not a Sale	\$ 42,500	\$ 32,000	
Price/Gross Living Area	\$ 0.00	\$ 44.27 /sf	\$ 34.93 /sf	
Data and/or Verification Sources	Inspection Pub. Records	OR 3668 Pg. 4484 PR - Lee County/seller	OR 3573 Pg. 2014 PR - Lee County	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION
Sales of Financing Concessions		FHA \$41,873	Cash Indicated	
Date of Sale/Time		6/14/2002	1/26/02	
Location	Cent. Ft. Myers	Cent. Ft. Myers	Cent. Ft. Myers	
Leasehold/Fee Simple	Fee	Fee	Fee	
Site	3,855	6,500 sf	3,000 sf	
View	Residential	Residential	Residential	
Design and Appeal	Ranch	Ranch	Ranch	
Quality of Construction	Frame/Average	CBS/Average	Frame/Average	
Age	Eff=25, A=30	E=20, A=37	E=30, A=82	
Condition	Average	Average	Average	
Above Grade Room Count	Total Bdrms: Baths 5 3 1	Total Bdrms: Baths 5 2 1	Total Bdrms: Baths 4 2 1	Total Bdrms: Baths
Gross Living Area	792 Sq. Ft.	960 Sq. Ft.	916 Sq. Ft.	Sq. Ft.
Basement & Finished Rooms Below Grade	None	None	None	
Functional Utility	Adequate	Adequate	Adequate	
Heating/Cooling	Wall	Wall	Wall	
Energy Efficient Items	Typical	Typical	Typical	
Garage/Carport	None	1-Carport	None	
Porch, Patio, Deck, Fireplace(s), etc.	Shed	None	None	
Fence, Pool, etc.	None	Ent. Porch	None	
Other Features	Fence	Fence	None	
Net Adj. (total)		9,200	4,600	
Adjusted Sales Price of Comparable		Net 21,300 Gross 26,400 \$ 33,300	Net 14,400 Gross 24,400 \$ 36,600	
Date, Price and Data Source for prior sales within year of appraisal	No sale in the last 12 mos. per Lee Co.	No other recent sale noted	As remodeled this home sold in 8/02 for \$51,700.	

Comments: See attached comments on the adjustments made to comparables 4 and 5.

5-Year Sales History

Parcel No. 160

Palmetto Extension Project, No. 4073

NO SALES in PAST 5 YEARS

01/16/2003 THU 13:18 FAX 239 479 8391

LEE COUNTY-COUNTY LANDS

002



LEE COUNTY

SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

239.479.8505
239.479.8391 FAX

Writer's Direct Dial Number: _____

Bob James
District One

VIA FAX TO 332-6604

Douglas R. St. Cerny
District Two

January 16, 2003

Ray Judsh
District Three

Andrew W. Coy
District Four

John E. Albion
District Five

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

Donald D. Sulwell
County Manager

RE: **PARCEL 160, 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 160 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 160

Property Owner: Annie Crawford
Appraiser: Carlson Norris and Associates, Inc.
Appraisal Date: 11/4/02
Appraised Amount: \$38,000
Binding Offer Amount: \$40,600 plus moving fees of \$1,000.

Binding Offer Approved:

Funds are available in account:

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

310-4315-541-6100