

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

**Blue Sheet No. 20030208**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$6,550.00, for Parcel 103, 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, including a Grant of Right of Entry 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

*C65*

**3. MEETING DATE:**

*03-11-2003*

**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* *2-13-03*

**7. BACKGROUND:**

The Division of County Lands has been requested by the Department of Transportation and the City of Fort Myers to acquire property that is necessary for the Palmetto Extension, Project No. 4073.

This acquisition consists of vacant property, further identified as part of 3750 Palmetto Avenue (STRAP Number 29-44-25-P1-00104.0040). A Grant of Right of Entry will be requested of the property owner to allow construction to begin prior to acquisition of the parcel.

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 December 11, 2002, performed by Woodward S. Hanson, MAI, CCIM, CRE, indicating a value of \$ 5,800.00. The binding offer to the property owner, Stuart Silver, Trustee, is for \$6,550.00. 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 \$750.00 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, Right of Entry, 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>3/11/03</i>	<i>2-24-03</i>	OA <i>2-24-03</i>	OM <i>2/24/03</i>	RISK <i>2/24/03</i>	GC <i>2-24-03</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *2/20/03*  
Time: *3:15 PM*  
Forwarded To:  
*CO. ADM.*  
*2/21/03 9 AM*

RECEIVED BY  
COUNTY ADMIN. *EW*  
*2/21 7:15*  
COUNTY ADMIN.  
FORWARDED TO: *BH*  
*2/25 4:00*

This document prepared by  
Lee County Division of County Lands  
Project: Palmetto Extension Project  
Parcel: 103  
STRAP No.: 29-44-25-P1-00104.0040

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 **Stuart Silver, Trustee for the Shane Land Trust**, hereinafter referred to as SELLER, whose address is 6311 Silver & Lewis Lane., Ft. Myers, FL 33912, 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 **0.14 acres** more or less, and located at 3750 Palmetto Avenue 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 **Six thousand five hundred and fifty and no/100 dollars (\$6,550.00)**, 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 **\$6,550.00**, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

6. **BUYER'S INSTRUMENTS AND EXPENSES:** BUYER will pay for:

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or

containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

**12. TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

**13. DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

**14. ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

**15. REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

**16. POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

CHARLIE GREEN, CLERK

BY: \_\_\_\_\_  
DEPUTY CLERK (DATE)

SELLER:

\_\_\_\_\_  
Stuart Silver, Trustee (DATE)  
Shane Land Trust

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)



August 19, 2002

**DESCRIPTION**

**PARCEL IN  
SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST  
CITY OF FORT MYERS  
LEE COUNTY, FLORIDA**

**PARCEL NO. 103**

**PARENT STRAP NO. 29-44-25-P1-00104.0040**

A tract or parcel of land located in Lot 4, Block 4, South Side Gardens as recorded in Plat Book 3 at Page 18, of the Public Records of Lee County, Florida, lying in Section 29, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

From the northwest corner of said Lot 4 run N 89° 02' 01" E along the north line of said Lot 4 for 50.17 feet to an intersection with a non-tangent curve; thence run southerly and southwesterly along the arc of a curve to the right of radius 2263.50 feet (chord bearing S 06° 35' 42" W) (chord 111.16 feet) (delta 02° 48' 50") for 111.17 feet to a non-tangent line; thence run S 21° 48' 59" W for 52.69 feet; thence run S 10° 13' 48" W for 72.83 feet to an intersection with the west line of said Lot 4; thence run N 01° 12' 56" W along said west line for 230.22 feet to the Point of Beginning.

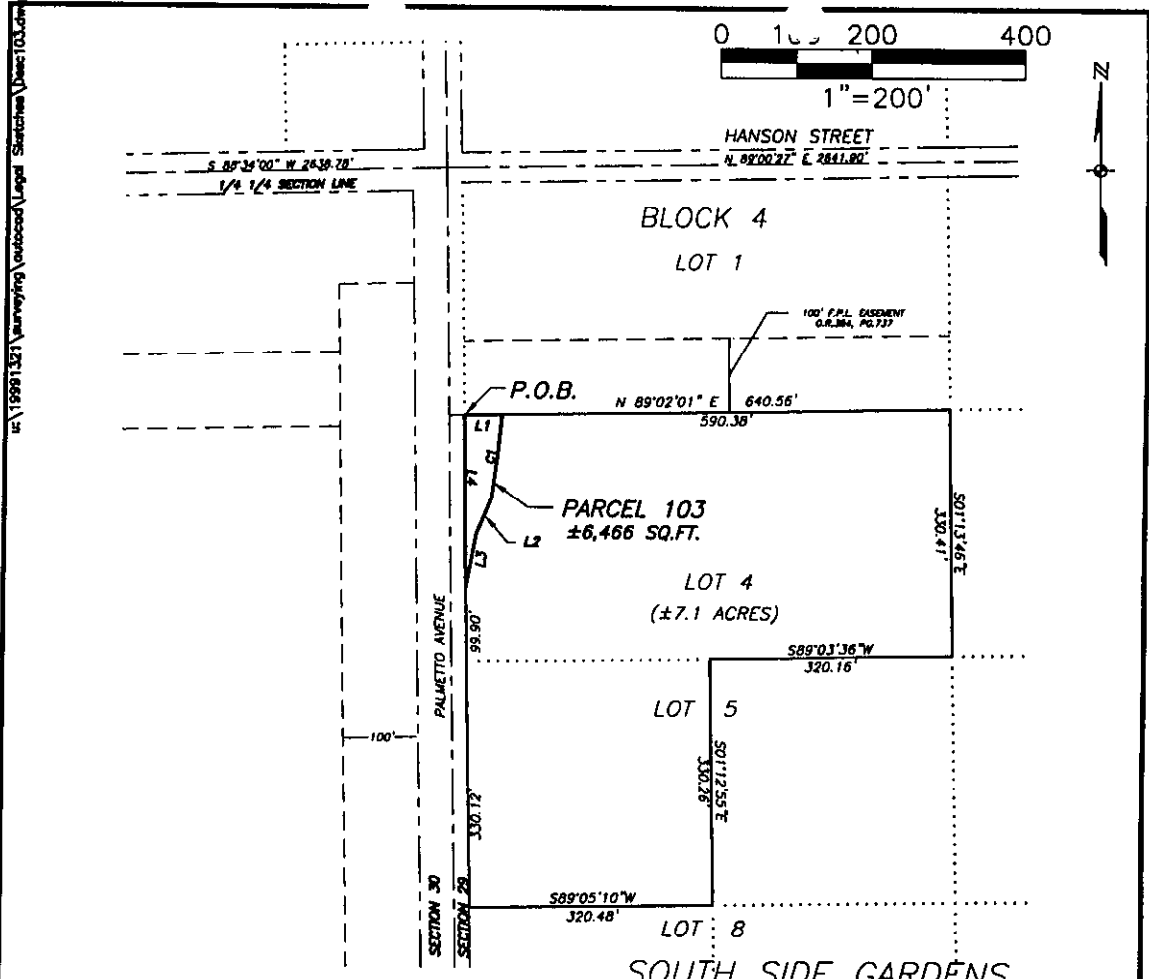
Containing 6,466 square feet, more or less.

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

Bearings hereinabove mentioned are based on the west line of Section 29, Township 44 South, Range 25 East to bear N 01° 12' 56" W.

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

19991321\Parcel No.103-081902



LINE TABLE		
LINE	LENGTH	BEARING
L1	50.17'	N89°02'01"E
L2	52.69'	S21°48'59"W
L3	72.83'	S10°13'48"W
L4	230.22'	N01°12'56"W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2263.90'	02°48'50"	111.17'	111.16'	S06°35'42"W

**NOTES:**

1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
2. BEARINGS ARE BASED ON THE WEST LINE OF SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING N 01°12'56" W.
3. PARCEL CONTAINS 6,466 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
  - S. = SECTION
  - SQ. FT. = SQUARE FEET
  - F.P.L. = FLORIDA POWER AND LIGHT

**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. 103**  
PARENT STRAP NO. 29-44-25-P1-00104.0040  
PART OF LOT 4  
BLOCK 4 OF  
SOUTH SIDE GARDENS  
(PLAT BOOK 3, PAGE 18,  
LEE COUNTY RECORDS)  
SECTION 29, T.44 S., R.25 E.  
CITY OF FORT MYERS  
LEE COUNTY, FLORIDA

**JOHNSON**  
ENGINEERING

3501 DEL PRADO BOULEVARD  
SUITE 110  
CAPE CORAL, FLORIDA 33904  
PHONE (041) 334-0046  
FAX (041) 541-1383  
E.B. #042 & L.B. #042

SKETCH TO ACCOMPANY  
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-18-02	19991321	29-44-25	1"=200'	1



This instrument prepared by: Lee County  
County Lands Division  
Post Office Box 398  
Fort Myers, Florida 33902-0398

Parcel: 103  
Project: Palmetto Extension Project, No. 4073

#### RIGHT OF ENTRY

This GRANT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between STUART SILVER, Trustee for the Shane Land Trust, whose address is 6311 Silver & Lewis Lane, Fort Myers, Florida 33912, hereinafter referred to as OWNER, LEE COUNTY, a political subdivision of the State of Florida, whose address is Post Office Box 398, Fort Myers, Florida 33902-0398, hereinafter referred to as COUNTY and the CITY OF FORT MYERS, a Florida municipal corporation, whose address is Post Office Drawer 2217, Fort Myers, Florida 33901, hereinafter referred to as CITY.

#### WITNESSETH:

IN CONSIDERATION of the mutual promises between the parties and the proposed conveyance of the property described in the attached **Exhibit "A"** incorporated into and made a part of this agreement, the OWNER, COUNTY, and CITY agree as follows:

1. OWNER hereby grants to COUNTY and CITY, its employees, consulting engineers, contractors and other representatives the right to enter upon and to have exclusive possession of the property described herein, in order that the County may construct the Palmetto Avenue Extension Project.

This right of entry will commence upon written notice from the CITY to the OWNER at the start of construction and expire upon the completion of construction.

2. COUNTY will either (1) close on the parcel(s) within a reasonable time to acquire all the necessary instruments for OWNER to convey clear title; or (2) commence an action in a court of law to appropriate an interest in the property after attempts to close on the property prove futile because of failure to obtain all the necessary instruments to convey clear title; or

(3) abandon the project prior to beginning construction without any obligation to the OWNER. The County agrees to provide written notice to the owner if project is abandoned.

- 3. OWNER by granting this right to enter is not relinquishing any rights for value of land taken, if any, as provided by law.
- 4. COUNTY and CITY by accepting and use of this right of entry agrees to the terms contained herein.

IN WITNESS WHEREOF, the parties have executed this instrument for the purposes herein expressed.

TWO SEPARATE WITNESSES:

SHANE LAND TRUST

\_\_\_\_\_  
1st Witness Signature

\_\_\_\_\_  
Stua

\_\_\_\_\_  
Printed name of 1st Witness

ADD

\_\_\_\_\_  
2nd Witness Signature

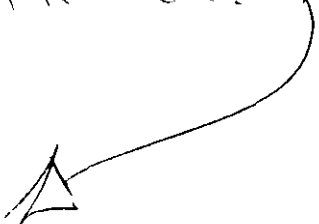
"TRUSTEE"

\_\_\_\_\_  
Printed name of 2nd Witness

to the act.

STATE OF \_\_\_\_\_

COUNTY OF \_\_\_\_\_



The foregoing instrument was acknowledged before me this day of \_\_\_\_\_, 2003, by Stuart Silver. He is personally known to me or who has produced \_\_\_\_\_ as identification. (type of identification)

\_\_\_\_\_  
(Signature of Notary Public)

\_\_\_\_\_  
(Name typed, printed or stamped)  
(Title or Rank)  
(Serial Number, if any)

August 19, 2002

**DESCRIPTION**

**PARCEL IN  
SECTION 29, TOWNSHIP 44 SOUTH, RANGE 25 EAST  
CITY OF FORT MYERS  
LEE COUNTY, FLORIDA**

**PARCEL NO. 103**

**PARENT STRAP NO. 29-44-25-P1-00104.0040**


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From the northwest corner of said Lot 4 run N 89° 02' 01" E along the north line of said Lot 4 for 50.17 feet to an intersection with a non-tangent curve; thence run southerly and southwesterly along the arc of a curve to the right of radius 2263.50 feet (chord bearing S 06° 35' 42" W) (chord 111.16 feet) (delta 02° 48' 50") for 111.17 feet to a non-tangent line; thence run S 21° 48' 59" W for 52.69 feet; thence run S 10° 13' 48" W for 72.83 feet to an intersection with the west line of said Lot 4; thence run N 01° 12' 56" W along said west line for 230.22 feet to the Point of Beginning.

Containing 6,466 square feet, more or less.

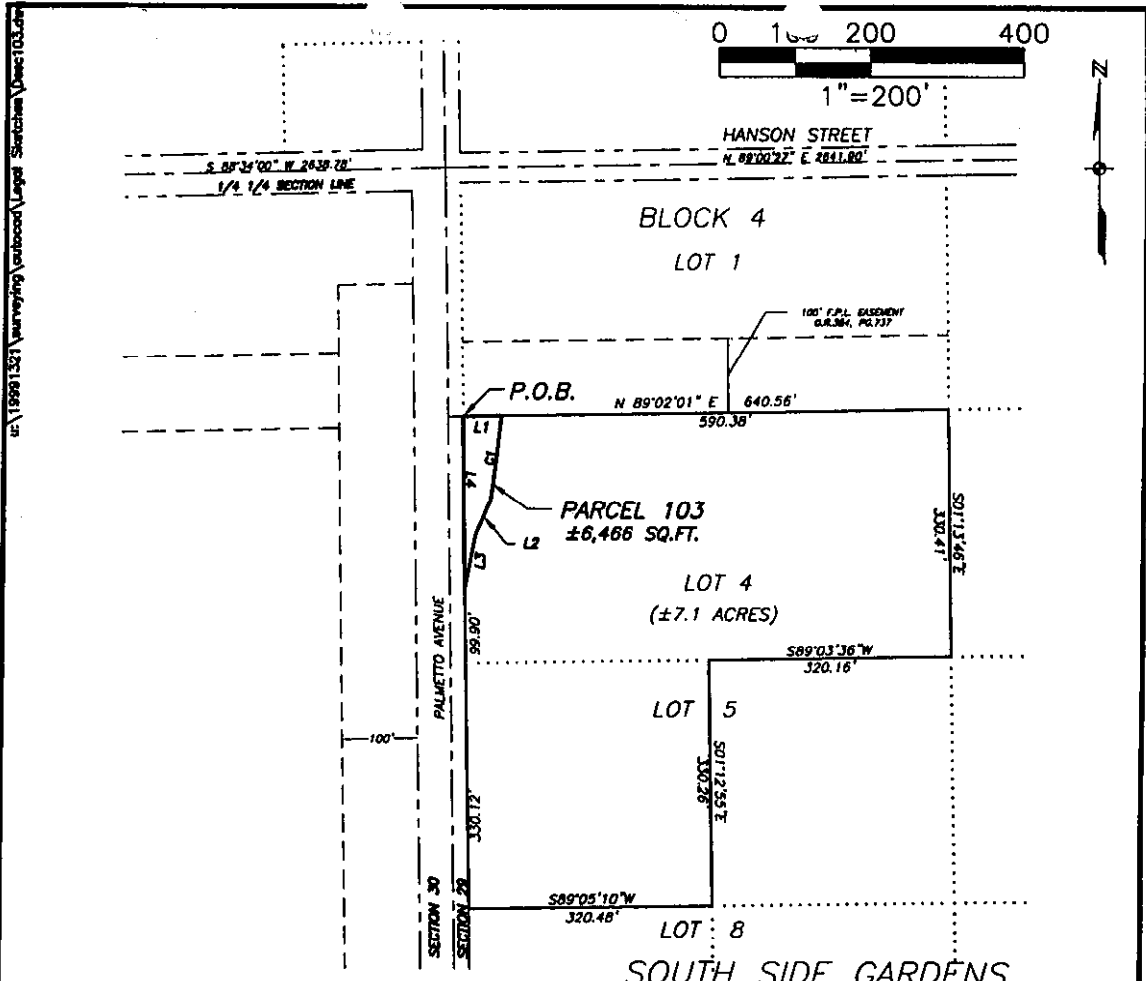
**SUBJECT TO** easements, reservations, restrictions and right-of-ways of record.

Bearings hereinabove mentioned are based on the west line of Section 29, Township 44 South, Range 25 East to bear N 01° 12' 56" W.



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

19991321\Parcel No.103-081902



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L3	72.83'	S10°13'48"W
L4	230.22'	N01°12'56"W

CURVE TABLE				
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING
C1	2263.50'	02°48'30"	111.17'	111.18' S08°35'42"W

NOTES:

- SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
- BEARINGS ARE BASED ON THE WEST LINE OF SECTION 28, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING N 01°12'56" W.
- PARCEL CONTAINS 6,466 SQUARE FEET, MORE OR LESS.

- LEGEND
- COR. = CORNER
  - DESC. = DESCRIPTION
  - FD. = FOUND
  - L.B. = LAND SURVEYOR BUSINESS
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  - S. = SECTION
  - SQ. FT. = SQUARE FEET
  - F.P.L. = FLORIDA POWER AND LIGHT

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. 103**  
PARENT STRAP NO. 29-44-25-P1-00104.0040  
PART OF LOT 4  
BLOCK 4 OF  
SOUTH SIDE GARDENS  
(PLAT BOOK 3, PAGE 18,  
LEE COUNTY RECORDS)  
SECTION 29, T.44 S., R.25 E.  
CITY OF FORT MYERS  
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. #842 & L.B. #842

SKETCH TO ACCOMPANY  
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
08-19-02	19991321	29-44-25	1"=200'	1

**Division of County Lands**

**In House Title Search**

Search No. 22072  
Date: June 20, 2002  
Parcel: 103  
Project: Palmetto Avenue Extension  
Project #4072

*No changes as of 1/28/03*  
*SS*

To: Michele S. McNeill, SR/WA  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS  
Real Estate Title Examiner

STRAP: 29-44-25-P1-00104.0040

This search covers the period of time from January 1, 1940, at 8:00 a.m. to June 11, 2002, at 5:00 p.m.

**Subject Property:** See attached Schedule "X"

Title to the subject property is vested in the following:

**Stuart Silver, Trustee of the Shane Land Trust**

by that certain instrument dated June 13, 2000, recorded June 13, 2000, in Official Record Book 3267, Page 83, 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. Mortgage executed by Fort Myers Trucking Land Investment Corporation, Inc., to Dennis J. Fullenkamp, Trustee, dated July 1, 1996, recorded July 3, 1996, in Official Record Book 2722, Page 369, Public Records of Lee County, Florida. Note: Lis Pendens filed September 29, 2000 in Official Record Book 3309, Page 364; as amended by instruments recorded in Official Record Book 3368, Page 1652; Official Record Book 3536, Page 2391; and Official Record Book 3473, Page 1658; and Partial Final Judgment recorded in Official Record Book 3661, Page 487, Public Records of Lee County, Florida.
3. Notice of Lis Pendens to quiet title, recorded August 9, 2000, in Official Record Book 3289, Page 2734, Public Records of Lee County, Florida.
4. Notice of Commencement recorded November 30, 2001, in Official Record Book 3530, Page 2367, Public Records of Lee County, Florida.

NOTE: Tax Deed recorded in Official Record Book 3267, Page 83, Public Records of Lee County, Florida, does not contain trustee powers. This must be addressed and resolved by the title company or attorney that handles the transfer to the County.

## Division of County Lands

### In House Title Search

Search No. 22072

Date: June 20, 2002

Parcel: 103

Project: Palmetto Avenue Extension

Project #4072

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

**Tax Status:** Tax certificates 00-051948, 01-055208 and 02-054148 are outstanding for taxes for the years 1999, 2000, and 2001.

*(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 103

Project: Palmetto Avenue Extension, #4072

Search No. 22072

Lot 4, Block 4, and that part of Lot 5 described as follows:

Commencing at the Northwest corner of said Lot 5; thence East 320.40 feet; thence Southerly to a point on the South line of Lot 5 which is 320.48 feet from the Southwest corner of said Lot 5; thence West a distance of 320.48 feet, along said Lot 5 to the Southwest corner of Lot 5; thence North along the West line of Lot 5 to the Point of Beginning; of Block 4, of that certain subdivision known as SOUTH SIDE GARDENS SUBDIVISION according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 3, at Page 18.

# INTEGRA Realty Resources

SOUTHWEST FLORIDA ■ FORT MYERS

December 17, 2002

Robert G. Clemens  
Acquisition Program Manager  
Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

SUBJECT: File Number: 02-03-03.103  
Project: Palmetto Avenue Extension  
Project No.: 4073  
Parcel No.: 103  
Owner: Stuart Silver, Trustee  
County: Lee County, Florida

Dear Mr. Clemens:

Integra Realty Resources-Southwest Florida is pleased to transmit this summary report of a complete appraisal that was prepared on the above referenced property. The purpose of this appraisal is to develop an opinion of the market value of those property rights proposed to be acquired by Lee County, Florida, together with all legally compensable diminution in value to the remaining land (if any) which can be attributed to the proposed partial taking, or the uses and/or activities proposed thereon. The attached report sets forth the data, research, analyses and conclusions for this appraisal.

The report has been prepared in conformity with the *Uniform Standards of Professional Appraisal Practice (USPAP)* and the *Code of Professional Ethics and Standards of Professional Appraisal Practice* of the Appraisal Institute. Our opinion of market value is premised upon the Assumptions and Limiting Conditions contained within this report. The definition of market value is in Addendum B.

The **parent tract**, containing 7.286 acres (317,378 square feet) of gross land area, is located 310 feet south of Hanson Street along the easterly right-of-way of Palmetto Avenue in the South Side Gardens market area of Fort Myers, Lee County, Florida. The property is an irregular shaped tract which is characterized by a westerly property line which measures 660.24 feet along the easterly right-of-way of Palmetto Avenue, a depth there from along its northerly property line of 640.56 feet, a depth there from along its southerly property line of 320.48 feet, and an irregular shaped easterly boundary. The property is currently zoned and is designated I-1 (Industrial District One) on the Future Land Use Map ("FLUM") of the City of Fort Myers Comprehensive Plan. Inspection of the Palmetto Avenue corridor, and the subject property, indicates that the subject property is currently being utilized as a salvage yard. It is the appraisers opinion that the highest and best use of the subject property "as vacant" is for potential industrial development.

The proposed **partial acquisition area**, containing 0.148 acres (6,466 square feet) of gross land area, is located in the northwest portion of the parent tract. The partial acquisition area is irregular shaped with a westerly boundary which measures 230.22 feet along the easterly right-of-way of Palmetto Avenue, a depth there from along its northerly edge of 50.17 feet, and an easterly edge which measures 236.69 feet. The westerly edge of the subject property is characterized by a concrete perimeter security wall system. At the time of inspection, the appraisers were unable to

LOCAL EXPERTISE...NATIONALLY



determine whether or not the perimeter wall improvements were located in the partial acquisition area. The compensation estimate reported herein assumes that the concrete, perimeter wall improvements are not located within the partial acquisition area, or that the condemnor will relocate these improvements in the event they are located within the partial acquisition area.

The **remainder property**, containing 7.138 acres (310,912 square feet) will be characterized by 666.71 feet of frontage along the easterly right-of-way of the reconstructed Palmetto Avenue, a depth there from along its northerly edge of 590.38 feet, a depth there from along its southerly edge of 320.48 feet (unchanged), and an irregular shaped easterly property boundary. The highest and best use of the remainder property "as vacant" is estimated to remain for potential industrial development.

By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal business, it is our opinion that the amount due the owner (as a result of the proposed partial acquisition), as of December 11, 2002, is:

Value of Part Taken :	
• Land Taken:	\$5,800
• Improvements Taken:	<u>-0-</u>
Sub Total (Part Taken):	\$5,800
Net Cost to Cure:	-0-
Incurable Severance Damages:	<u>-0-</u>
<b>AMOUNT DUE OWNER</b>	<b>\$5,800*</b>

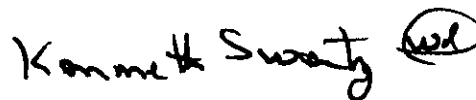
**\*Critical Assumption:** The estimate of the amount due the owner assumes that there are no improvements located within the proposed acquisition area. Inspection of the subject property in the Palmetto Avenue corridor indicated that the westerly edge of the subject property is characterized by a concrete, perimeter security wall. The appraisers were unable to determine whether or not these site improvements were located within the proposed acquisition area and reserves the right to amend the compensation estimate in the event that these improvements are in fact located within the part taken.

If you have any questions or comments, please contact the undersigned. Thank you for the opportunity to be of service.

Respectfully submitted,



Woodward S. Hanson, MAI, CCIM, CRE  
State-Certified General Real Estate Appraiser  
Florida Certificate RZ 0001003



Kenneth F. Swartz, Analyst  
State-Certified General Real Estate Appraiser  
Florida Certificate RZ 0001297

# 5-Year Sales History

Parcel No.103

Palmetto Extension Project, No. 4073

Grantor	Grantee	Price	Date	Arms Length Y/N
Clerk of the Circuit Court, Lee County, Florida	Stuart Silver Trustee of the Shane Land Trust	\$13,501.00	6/13/00	N (Tax Deed Sale)

**NOTE: Sale(s) relate to "parent tract" of the subject parcel.**

01/24/2003 FRI 17:18 FAX 239 479 8391

LEE COUNTY-COUNTY LANDS

002



# LEE COUNTY

SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

239 479.8605  
239.479.8391 FAX

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

Bob Jensen  
District One

VIA FAX TO 332-8604

Douglas R. St. Comy  
District Two

January 24, 2003

Ray Judah  
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. Stillwell  
County Manager

RE: **PARCEL 103, PALMETTO EXTENSION PROJECT**  
Request for review and sign-off on acquisition proposal

Jamao G. Yeager  
County Attorney

Dear Saeed:

Diana M. Parker  
County Hearing Examiner

The appraisal for parcel 103 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 103**

Property Owner: Stuart Silver, Trustee  
Appraiser: Integra Realty Resources (W.S. Hanson, MAI, CCIM, CRE)  
Appraisal Date: 12/11/02  
Appraised Amount: \$5,800  
Binding Offer Amount: \$6,550

Binding Offer Approved:

Funds are available in account:

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

310-4315-541-6100