

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

**Blue Sheet No. 20041624**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve Agreement for Purchase and Sale of Real Estate for acquisition of Parcel 167, Veronica S. Shoemaker Blvd. Extension Project No. 4073, in the amount of \$200 plus attorneys fees (\$775.56) and reimbursement for relocation of business sign (\$6,794.20); authorize payment of costs to close and the Division of County Lands to handle all documentation necessary to complete transaction.

**WHY ACTION IS NECESSARY:** The Board must accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** The Board avoids Eminent Domain.

<b>2. DEPARTMENTAL CATEGORY:</b>	06				<b>3. MEETING DATE:</b>
<b>COMMISSION DISTRICT #</b>	2	<i>C6C</i>			12-21-2004
<b>4. AGENDA:</b>	<b>5. REQUIREMENT/PURPOSE:</b> (Specify)			<b>6. REQUESTOR OF INFORMATION:</b>	
<input checked="" type="checkbox"/> CONSENT	<input checked="" type="checkbox"/> STATUTE	125	A. COMMISSIONER		
<input type="checkbox"/> ADMINISTRATIVE	<input type="checkbox"/> ORDINANCE		B. DEPARTMENT <u>Independent</u>		
<input type="checkbox"/> APPEALS	<input type="checkbox"/> ADMIN. CODE		C. DIVISION <u>County Lands 11-30-04</u>		
<input type="checkbox"/> PUBLIC	<input type="checkbox"/> OTHER		BY: <u>Karen L. W. Forsyth, Director</u>		
<input type="checkbox"/> WALK ON					
<b>TIME REQUIRED:</b>					

**7. BACKGROUND:**

**Negotiated for:** Lee County DOT and the City of Fort Myers

**Interest to Acquire:** Fee interest in 40 square feet of land improved with a business sign

**Property Details:**

**Owner:** Veronica S. Shoemaker, Mattie Shoemaker Young, and Bennie Tyrone Shoemaker

**Address:** 3510 Dr. Martin Luther King, Jr. Boulevard, Fort Myers

**STRAP No.:** 19-44-25-P2-00701.0030

**Purchase Details:**

- Purchase Price \$200
- Attorney's Fees \$775.56
- Sign Relocation \$6,794.20
- Costs to Close \$500

**Appraisal Information:**

**Company:** Carlson, Norris and Associates, Inc.

**Appraised Value:** \$2,700.00

**Staff Recommendation:**

Staff is of the opinion that the purchase price can be justified considering the costs associated with the cost of condemnation proceedings, estimated between \$3,000 - \$5,000 excluding land value increased and attorney fees. Staff recommends the Board approve the requested motion.

**Account:** City of Fort Myers Acct. #310-4315-546-6100

**Attachments:** Agreement, for Purchase and Sale of Real Estate, Location Map, Appraisal Letter, In-house Title Search, 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>			<i>ahd</i> 12-6	<i>[Signature]</i>	<table border="1" style="font-size: 0.8em;"> <tr><td>OA</td><td>OM</td><td>Risk</td><td>GC</td></tr> <tr><td><i>ahd</i></td><td><i>12/9/04</i></td><td><i>12/16/04</i></td><td><i>12-1-04</i></td></tr> </table>	OA	OM	Risk	GC	<i>ahd</i>	<i>12/9/04</i>	<i>12/16/04</i>	<i>12-1-04</i>	<i>[Signature]</i>
OA	OM	Risk	GC											
<i>ahd</i>	<i>12/9/04</i>	<i>12/16/04</i>	<i>12-1-04</i>											

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: <i>12/16/04</i>
Time: <i>3:15</i>
Forwarded to: <i>Admin.</i>
<i>12/18/04 3:15pm</i>

RECEIVED BY COUNTY ADMIN:
<i>12/18/04</i>
<i>4:00 pm SLT</i>
COUNTY ADMIN FORWARDED TO:
<i>12/17/04</i>
<i>3pm</i>

This document prepared by  
Lee County Division of County Lands  
Project: Palmetto Extension Project  
Parcel: 167  
STRAP No.: ~~19~~-44-25-P2-00701.0030

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 **Veronica S. Shoemaker, Mattie Shoemaker Young and Bennie Tyrone Shoemaker**, hereinafter referred to as SELLER, whose address is **3054 Mango Street, Fort Myers, FL 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 **40 square feet** more or less, and located at **3510 Dr. Martin Luther King Jr. Boulevard, Fort Myers, FL** 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 hundred dollars and no/100 (\$200.00)**, 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 **\$200.00**, 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;

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).
- (c) Seller's attorney's fees in the amount of \$775.56
- (d) Seller's costs to relocate business sign in the amount of \$6,794.20

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:

Frankie Vickers  
Courten M. White  
Priscilla Leo  
Priscilla Leo  
Estelle S Cook  
Estelle S Cook

SELLER:

Veronica S Shoemaker 11-01-04  
Veronica S. Shoemaker (DATE)

Bennie Tyrone Shoemaker  
Bennie Tyrone Shoemaker (DATE)

Mattie Shoemaker Young 11-01-04  
Mattie Shoemaker Young (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)

**Exhibit "A"**

January 15, 2003

**DESCRIPTION**

**PARCEL IN  
PART OF LOT 4  
BLOCK 1, KAUNE'S SUBDIVISION  
(P.B. 1, PG 60, LEE COUNTY RECORDS)  
SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST  
CITY OF FORT MYERS  
LEE COUNTY, FLORIDA**

**(REVISED) PARCEL 167**

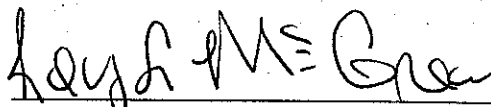
**PARENT STRAP NO. 19-44-25-P2-00701.0030**

A tract or parcel of land being part of Lot 4, Block 1 as shown on the Plat of Kaune's Subdivision recorded in Plat Book 1 at Page 60 of the Public Records of Lee County, Florida and lying in Section 19, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

Beginning at the intersection of the east line of said Lot 4 with the existing south right-of-way line of Dr. Martin Luther King Jr. Boulevard run South  $00^{\circ} 08' 45''$  East along the east line of said lot for 4.30 feet; thence run North  $77^{\circ} 39' 17''$  West for 19.10 feet to an intersection with said south right-of-way line; thence run North  $89^{\circ} 20' 35''$  East along said right-of-way line for 18.64 feet to the Point of Beginning.

Parcel Contains 40 square feet, more or less.

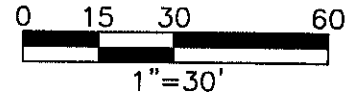
Bearings hereinabove mentioned are based on the south right-of-way line of Dr. Martin Luther King, Jr. Boulevard to bear North  $89^{\circ} 20' 35''$  East.



Roy L. McCrea (For The Firm LB-642)  
Professional Land Surveyor  
Florida Certificate No. 6205

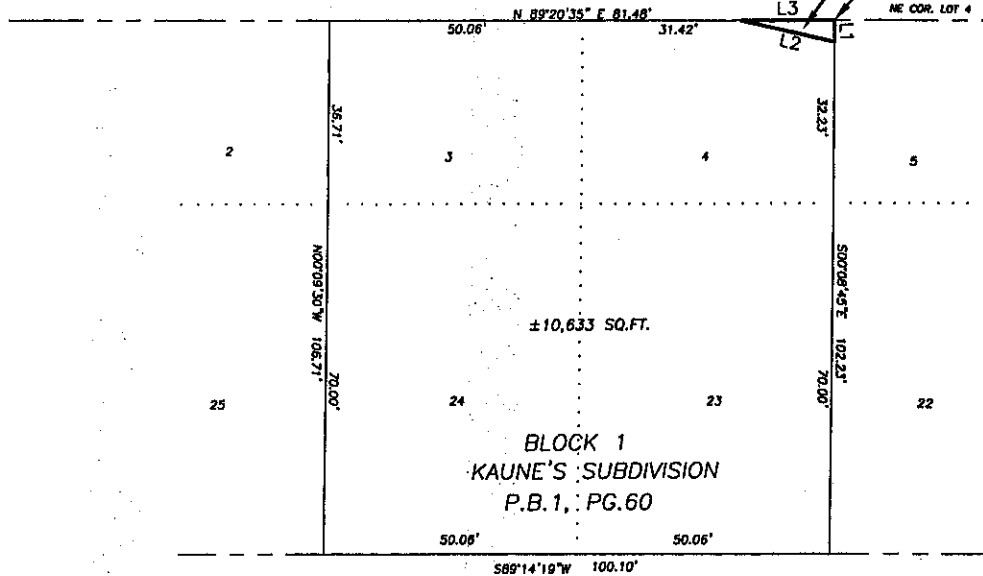
19991321/Parcel 167 011503

# Exhibit "A"



DR. MARTIN LUTHER KING JR. BLVD.  
STATE ROAD NO. 82  
(R.O.W. VARIES)

PARCEL 167  
±40 SQ.FT.  
P.O.B.DESC.  
NE COR. LOT 4



KAUNE AVENUE  
(30' WIDE)

LINE TABLE		
LINE	LENGTH	BEARING
L1	4.30	S00°08'45"E
L2	19.10	N77°39'17"W
L3	18.64	N89°20'35"E

**NOTES:**

- BEARINGS ARE BASED ON THE SOUTH RIGHT OF WAY LINE OF DR. MARTIN LUTHER KING JR., BOULEVARD TO BEAR N 89° 20' 35" E.
- PARCEL CONTAINS ±40 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

**THIS IS NOT A SURVEY**

*Roy L. McCreia*  
ROY L. MCCREIA (FOR THE FIRM—L.B.#642)  
PROFESSIONAL SURVEY AND MAPPER  
FLORIDA CERTIFICATE NO. 6205

DATE SIGNED: 4/10/03

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

REVISED: 4/10/03 CHANGED RIGHT OF WAY  
REVISED: 1/27/03 CHANGED RIGHT OF WAY

**PARCEL NO. 167 (REVISED)**  
**PARENT STRAP NO. 19-44-25-P2-00701.0030**  
**PART OF LOT 4, BLOCK 1 OF**  
**KAUNE'S SUBDIVISION**  
(PLAT BOOK 1, PAGE 60, LEE COUNTY RECORDS)  
**SECTION 19, 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) 334-0048  
FAX (941) 541-1383  
E.B. #642 & L.B. #642

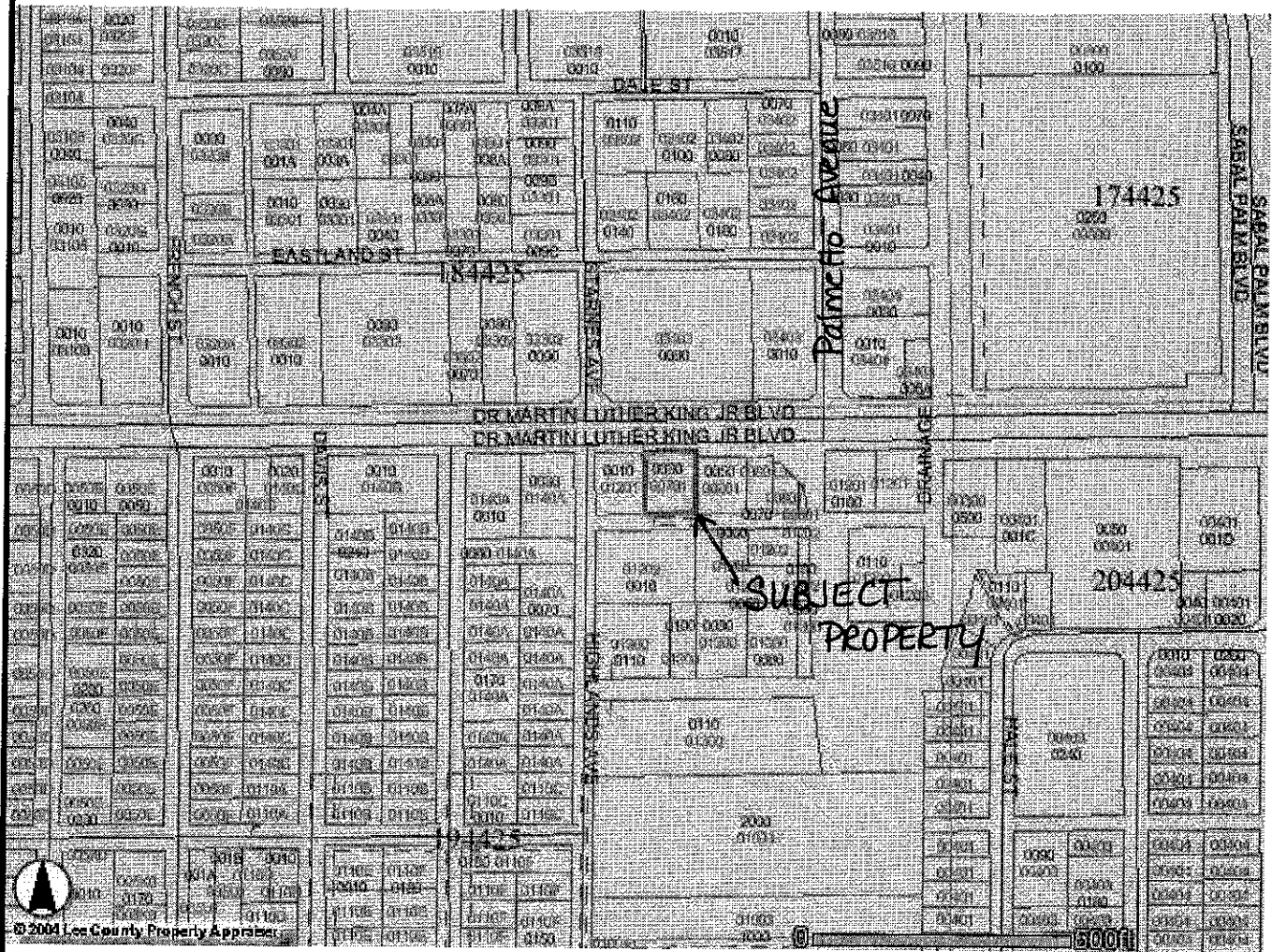
**SKETCH TO ACCOMPANY**  
**DESCRIPTION**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01-17-03	19991321	19-44-25	1"=30'	1

S:\19991321\Surveying\AutoCAD\Legal Sketches\Desc167(REVISED2).dwg (Layout1) rim Apr 10, 2003 - 12:13pm



Location Map Parcel 167



**CONFIDENTIAL  
EXECUTIVE SUMMARY**

**Project Identification:** Veronica Shoemaker Boulevard Extension Project 4073

**Parcel Identification:** 167

**Appraiser:** J. Lee Norris, MAI, SRA  
State Certified General Appraiser #0000643

**Date of Value:** March 4, 2003

**Date of Report:** March 24, 2003

**Interest Appraised:** Fee Simple

**Parcel Size:** Parent tract - 10,673 sf  
Remainder parcel - 10,562 sf  
Part taken - 111 sf

**Ownership History:** The current owner of the property has held title to the property since before construction of the existing improvements which occurred in 1991.

**Parcel Access:** Dr. Martin Luther King Jr. Boulevard (State Road 82)

**Zoning:** Business-2

**Typical Legal Use:** Commercial

**Utilities:** Full Public

**Flood Zone Information:** Zone X 125124 0225 B

**Easements:** Right of Way and Utility

**Other Encumbrances:** None Apparent

**Oil, Gas and Mineral Rights:** No impact on value

**Improvements:** 1991 Commercial Building consisting of 3,528 square feet of leasable space

**Highest and Best Use as Vacant:** Commercial

**Present Use:** Commercial

**Sales Data/Land Sales:** Range of sales; \$75,000 to \$100,000  
\$1.79 to \$3.56 per square foot

**Land Value Estimate:** \$3.50 per square foot

**Value Indication by the Cost Approach:** \$239,000

**Value Indication by the  
Income Approach:** \$233,500

**Value Indication by the  
Sales Comparison Approach:** \$222,000

**Final Market Value Estimates:** Before Acquisition - \$230,000  
After Acquisition - \$227,300  
Market Value Estimate Part Taken - \$2,700

**Division of County Lands**

**In House Title Search**

Search No. 20972A

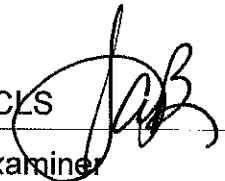
Date: September 16, 2002

Parcel: 167

Project: Palmetto Avenue Extension  
Project #4073

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

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



**STRAP:**

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

**Subject Property:** Lot 4, 23 and 24, and South 41.07 feet of Lot 3, less road right-of-way, in Block 1, KAUNES SUBDIVISION, a 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 1, Page 60.

Title to the subject property is vested in the following:

**Veronica S. Shoemaker, Mattie Shoemaker Young and Bennie Tyrone Shoemaker, as joint tenants with full rights of survivorship**

by that certain instrument dated March 4, 1997, recorded March 5, 1997, in Official Record Book 2798, Page 1749, 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 Veronica S. Shoemaker and Bennie T. Shoemaker in favor of SouthTrust Bank of Florida, N.A., dated April 1, 1996, recorded April 2, 1996, in Official Record Book 2691, Page 2826, Public Records of Lee County, Florida as modified by:
  - a. Mortgage Modification Agreement, recorded September 4, 2001 in Official Record Book 3478, Page 2783;
  - b. Notice of Future Advance, recorded September 6, 2001 in Official Record Book 3480, Page 1345; and
  - c. Modification of Note, Mortgage and Other Loan Documents, recorded in Official Record Book 3480, Page 1349, all in the Public Records of Lee County, Florida.
3. Assignment of Leases and/or Rents between Veronica S. Shoemaker and Bennie Tyrone Shoemaker and SouthTrust Bank of Florida, N.A., dated April 1, 1996, recorded April 2, 1996 in Official Record Book 2691, Page 2832, filed in the Public Records of Lee County, Florida.

**Division of County Lands****In House Title Search**

Search No. 20972

Date: September 16, 2002

Parcel: 167

Project: Palmetto Avenue Extension

Project #4073

4. U.C.C. between Veronica S. Shoemaker and Bennie Tyrone Shoemaker and SouthTrust Bank of Florida N.A., recorded April 2, 1996, in Official Record Book 2691, Page 2837, as continued by instrument recorded December 28, 2000, in Official Record Book 3343, Page 4843, Public Records of Lee County, Florida.
5. Perpetual Utility Easement Grant and Indemnity Agreement to Lee County Board of County Commissioners, recorded March 4, 1992, in Official Record Book 2281, Page 1624, Public Records of Lee County, Florida.
6. Resolution No. 98-05-06, dated May 5, 1998, recorded July 10, 1998, in Official Record Book 2985, Page 963, Public Records of Lee County, Florida. Said resolution pertains to a Notice of Delinquent Lien and setting forth delinquent special assessments levied for Lee County Mandatory Garbage and Solid Waste Collection. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
7. Resolution No. 99-08-05, dated August 3, 1999, recorded August 13, 1999, in Official Record Book 3156, Page 305, Public Records of Lee County, Florida. Said resolution pertains to a Notice of Delinquent Lien and setting forth delinquent special assessments levied for Lee County Mandatory Garbage and Solid Waste Collection. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
8. Resolution of the City Council of the City of Fort Myers regarding the Dr. Martin Luther King, Jr. Boulevard corridor, recorded in Official Record Book 3439, Page 1180, Public Records of Lee County, Florida.
9. Notice of Commencement recorded October 22, 2001, in Official Record Book 3506, Page 4423, Public Records of Lee County, Florida.

**Tax Status:** 2001 Ad Valorem Taxes are 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.**

# 5-Year Sales History

Parcel No. 167

Veronica S. Shoemaker Boulevard Project,  
No. 4073

**NO SALES in PAST 5 YEARS**

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



**LEE COUNTY**  
**SOUTHWEST FLORIDA**

**BOARD OF COUNTY COMMISSIONERS**

**\* URGENT \***

Writer's Direct Dial Number, 239.479.8505  
239.479.8391 FAX

Bob Jones  
District One

VIA FAX TO 332-8604

Douglas R. St. Carry  
District Two

November 29, 2004

Ray Judah  
District Three

Andrew W. Coy  
District Four

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

John E. Albion  
District Five

Donald D. Sitwell  
County Manager

RE: **PARCEL 167, 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 agreement for purchase of parcel 167 has been negotiated by County Staff and we are preparing to request Board approval to approve the agreement. 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 167**  
Property Owner: Veronica S. Shoemaker, Mattie Shoemaker Young, and Bennie Tyrone Shoemaker  
Appraiser: Carlson Norris and Associates, Inc.  
Appraisal Date: 3/4/03  
Appraised Amount: \$2,700  
Purchase Agreement Amount: \$200  
Sign Relocation Costs: \$6,794.20  
Attorney Fees: \$775.55  
**TOTAL \$7,769.75**

Binding Offer Approved:

Funds are available in account:

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

\\AP002\PALMETTO\EXT\CORRESPONDENCE\167 CITY ENGINEER APPROVAL.WPD

P.O. Box 398, Fort Myers, Florida 33902-0398 (239) 335-2111  
Internet address <http://www.lee-county.com>  
AN EQUAL OPPORTUNITY AFFIRMATIVE ACTION EMPLOYER