

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

**Blue Sheet No. 20040830**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$106,100 for Parcel 132, Veronica S. Shoemaker Blvd. (formerly Palmetto Avenue) Extension, Project No. 4073, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

**WHY ACTION IS NECESSARY:** The Board must authorize the making of a binding offer to a property owner prior to initiation of condemnation proceedings.

**WHAT ACTION ACCOMPLISHES:** Makes binding offer to property owner.

**2. DEPARTMENTAL CATEGORY: 06**  
**COMMISSION DISTRICT # 2 and 5**

*C6B*

**3. MEETING DATE:**

*08-03-2004*

**4. AGENDA:**

**CONSENT**  
 **ADMINISTRATIVE**  
 **APPEALS**  
 **PUBLIC**  
 **WALK ON**  
**TIME REQUIRED:**

**5. REQUIREMENT/PURPOSE:**  
*(Specify)*

**STATUTE** *73 & 125*  
 **ORDINANCE**  
 **ADMIN. CODE**  
 **OTHER**

**6. REQUESTOR OF INFORMATION:**

**A. COMMISSIONER**  
**B. DEPARTMENT** *Independent*  
**C. DIVISION** *County Lands*  
BY: *Karen L. W. Forsyth, Director*

**7. BACKGROUND:**

**Negotiated for:** Department of Transportation and the City of Fort Myers  
**Interest to Acquire:** 25,833 square feet of fee interest in improved property

**Property Details:**

**Owner:** Arlethea Florence  
**STRAP No.:** 19-44-25-P2-01008.0010

**Purchase Details:**

**Binding Offer Amount:** \$106,100

**Appraisal Information:**

**Company:** Hanson Real Estate Advisors, Inc.  
**Appraised Value:** \$96,100

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of \$10,000 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$8,000 - \$12,000 excluding land value increases and attorney fees. Staff recommends the Board approve the Requested Motion.

**Account:** 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>			<i>7/14/04 WMS</i>	<i>John J Hanson 7-19-04</i>	QA	OM	Risk	GC	<i>7/20/04</i>
					<i>about 7-19-04</i>	<i>7/20/04</i>	<i>7/19/04</i>	<i>7/19/04</i>	<i>7/20/04</i>

**10. COMMISSION ACTION:**

**APPROVED**  
 **DENIED**  
 **DEFERRED**  
 **OTHER**

Rec. by CoAtty
Date: <i>7/15/04</i>
Time: <i>2:45 PM</i>
Forwarded To: <i>City Admin. 7/19/04 9 AM</i>

RECEIVED BY COUNTY ADMIN:
<i>7/19/04</i>
<i>10:05 AM 5/27</i>
COUNTY ADMIN FORWARDED TO: <i>PK</i>
<i>7/20/04</i>
<i>SDM</i>

This document prepared by  
Lee County Division of County Lands  
Project: Palmetto Extension Project  
Parcel: 132  
STRAP No.: 19-44-25-P2-01008.0010

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 \_\_\_\_\_, 2004 by and between **Arlethea Florence, a single person**; hereinafter referred to as SELLER, whose address is **2758 Lime Street, Ft. 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 **25,833 square feet** more or less, and located at 3525 Edison Avenue, Fort Myers 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 Veronica S. Shoemaker Boulevard 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 **One hundred six thousand one hundred and no/100 dollars (\$106,100.00)**, 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 **\$106,100.00**, 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:

\_\_\_\_\_  
Arlethea Florence

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)

March 8, 2004

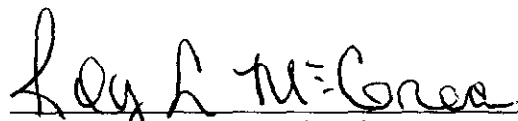
**DESCRIPTION****PARCEL IN  
SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA****(REVISED) PARCEL NO. 132****PARENT STRAP NO. 19-44-25-P2-01008.0010**

A tract or parcel of land located in Lot 8, W. Stanley Hanson's Highland Subdivision as recorded in Plat Book 1 at Page 57 Public Records of Lee County, lying in the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Beginning at the southeast corner of the Northeast Quarter (NE-1/4) of Section 19 run S 88° 45' 49" W along the south line of said Northeast Quarter (NE-1/4) for a distance of 332.29 feet to the southwest corner of lands as described by deed recorded in Official Records Book 3252 at Page 1516 of said public records; thence run N 00° 10' 13" W along the west line of said lands for 15.00; thence run N 88° 45' 49" E for 161.23 feet; thence run N 43° 44' 35" E for 50.00 feet; thence run N 01° 15' 19" W for 112.10 feet to an intersection with the north line of the South Half (S-1/2) of said Lot 8; thence run N 88° 47' 51" E along said north line for 138.68 feet; thence run S 00° 05' 25" E along the east line of said Lot 8 and along the east line of said Northeast Quarter (NE-1/4) of Section 19 for 162.41 feet, to the Point of Beginning.

Parcel contains 25,833 square feet, more or less.

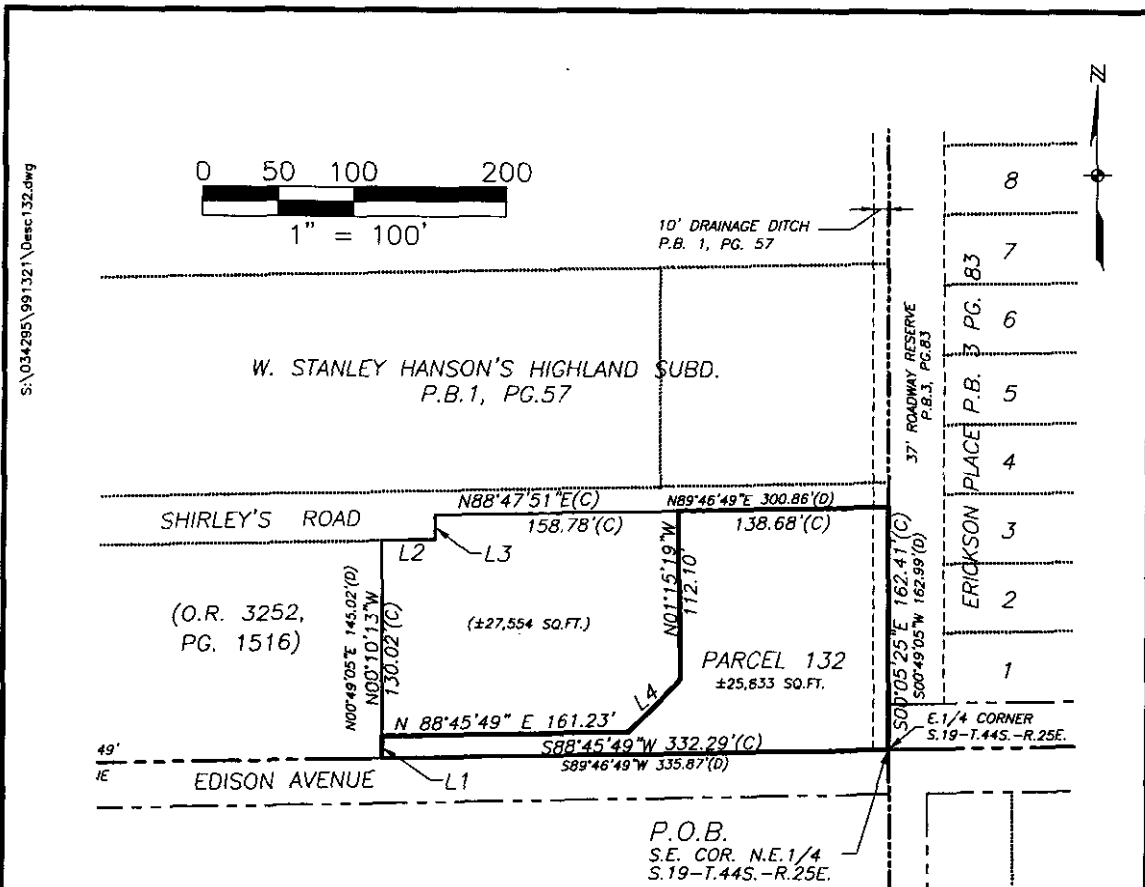
Bearings hereinabove mentioned are based on the east line of the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East to S 00° 05' 25" E.



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

19991321 Parcel 132 030804

# Exhibit "A"



LINE TABLE(D)			LINE TABLE(C)		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L2	35.01	N89°46'49"E	L1	15.00	N00°10'13"W
L3	17.97	N00°49'05"E	L2	35.01	N88°45'49"E
			L3	17.57	N01°10'13"W
			L4	50.00	N43°44'35"E

- NOTES:
- SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
  - BEARINGS ARE BASED ON THE EAST LINE OF THE N.E. 1/4 OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING S00°05'25"E.
  - PARCEL CONTAINS 25,833 SQUARE FEET, MORE OR LESS.

- LEGEND
- COR. = CORNER
  - DESC. = DESCRIPTION
  - (D) = DEED
  - (C) = CALCULATED
  - MON. = MONUMENT
  - O.R. = OFFICIAL RECORD
  - P.B. = PLAT BOOK
  - PG. = PAGE
  - P.O.B. = POINT OF BEGINNING
  - P.O.C. = POINT OF COMMENCEMENT
  - R. = RANGE
  - T. = TOWNSHIP

THIS IS NOT A SURVEY

*Roy L. McGree*

ROY L. MCGREE (FOR THE FIRM-L.B.642)  
PROFESSIONAL SURVEY AND MAPPER  
FLORIDA CERTIFICATE NO. 6205

DATE SIGNED: 3/8/04

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

PARCEL NO. 132 (REVISED)  
PARENT STRAP NO. 19-44-25-P2-01008.0010  
PART OF LOT 8  
W. STANLEY HANSONS  
HIGHLAND SUBDIVISION  
(PLAT BOOK 1, PAGE 57, LEE COUNTY PUBLIC RECORDS)  
SECTION 19, T. 44 S., R. 25 E.  
LEE COUNTY, FLORIDA

**JOHNSON**  
ENGINEERING

3501 DEL PRADO BOULEVARD  
SUITE 110  
CAPE CORAL, FLORIDA 33904  
PHONE (941) 334-0046  
FAX (941) 541-1383  
E.B. #642 & L.B. #642

SKETCH TO ACCOMPANY  
DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
2/12/04	19991321	19-44-25	1"=100'	1 OF 1



**Division of County Lands**

**Updated In House Title Search**

Search No. 21883/C

Date: July 12, 2002

Parcel: 132

Project: Palmetto Avenue

Extension Project #4073

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

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

*[Handwritten signature]*  
*No other changes as of 5/28/04*

STRAP: 19-44-25-06-00008.0010  
*P2 - 0008.0010*

An update has been requested of In House Title Search No.21883/C which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through July 1, 2002, at 5:00 p.m.

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

Title to the subject property is vested in the following:

***Arlethea Florence, a single woman***

by that certain instrument dated January 4, 2002, recorded January 7, 2002, in Official Record Book 3554, Page 590, 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 Arlethea Florence in favor of L.R. Green, a married man, dated January 4, 2002, recorded January 7, 2002, in Official Record Book 3554, Page 592, Public Records of Lee County, Florida.
3. Deed recorded March 4, 1983 in Official Record Book 1660, Page 4472, Public Records of Lee County, Florida, does not contain marital status of the grantor(s), joinder by spouse, or statement regarding homestead status of subject property. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.
4. Instruments recorded in Official Record Book 2637, Page 2867; Official Record Book 2749, Page 91; Official Record Book 3178, Page 2604; Official Record Book 3252, Page 1516; and Official Record Book 3554, Pages 590 and 592, Public Records of Lee County, Florida, reflect the incorrect page of the recorded plat. This must be addressed and resolved by the title company or attorney that handles the transfer to the County.

## Division of County Lands

### Updated In House Title Search

Search No. 21883/C

Date: July 12, 2002

Parcel: 132

Project: Palmetto Avenue

Extension Project #4073

5. Notice of Development Order Approval, recorded in Official Record Book 3312, Page 129, Public Records of Lee County, Florida.

**Tax Status:** 200<sup>3</sup> 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 132

Project: Palmetto Avenue Extension Project #4073

Search No. 21883/C

Beginning at the Southeast (SE) corner of Lot 8, HANSON'S HIGHLAND SUBDIVISION, Plat Book 1, Page 57, Public Records of Lee County, Florida; thence S 89°46'49" W along the South line of said Lot 8, for 335.87 feet, to the Easterly line of a parcel described as the Westerly 310 feet of the Southerly 145 feet of said Lot 8; thence N 00°49'05" E along said Easterly line of said parcel and extension thereof for 145.02 feet; thence N 89°46'49" E for 35.01 feet; thence N 00°49'05" E for 17.97 feet to the North line of the South one-half (S1/2) of said Lot 8; thence N 89°46'49" E along said North line of the South one-half (S1/2) of said Lot 8 for 300.86 feet to the East line of Lot 8; thence S 00°49'05" W along said East line of Lot 8 for 162.99 feet to the Point of Beginning.

# HANSON REAL ESTATE ADVISORS, INC.

Real Estate Valuation and Counseling

May 3, 2004

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

SUBJECT: Complete Summary Appraisal Report No: 02-03-03.132  
Project: Veronica S. Shoemaker Blvd.  
Formerly Palmetto Avenue Extension  
Project No. 4073, Parcel 132  
Owner: Arlethea Florence  
County: Lee County, Florida

Dear Mr. Clemens:

We are 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 53,387 square feet or 1.226 acres of gross land area, is almost rectangular and is located along the north side of Edison Avenue 310.00 feet east of Highland Avenue in Fort Myers, Lee County, Florida. The parent tract has 332.29 feet of frontage along Edison Ave. and has frontage along Shirleys St. The property is zoned C-2, Commercial district and is designated Intensive Development on the Lee County Comprehensive Plan Future Land Use Map. The appraisers have estimated the highest and best use of the property "as vacant" for future commercial/light industrial development.

The parent tract is improved with a one story concrete block commercial building. The owner occupied building named Big Daddy's Lounge contains 1,972 square feet of enclosed area and was constructed in 2001. Some of the more significant site improvements include blacktop pavement and landscaping. It is the appraisers' opinion that the highest and best use of the subject property "as improved" is for continued utilization as a commercial building. These improvements represent the highest and best use.

The **partial acquisition area** identified as Parcel 132 (Fee Taking) contains 25,833 square feet or 0.593 acres. It is a proposed fee simple acquisition for road right-of-way and various improvements for Veronica S. Shoemaker Blvd. It is an irregular shaped tract located along the easterly portion with a strip along the southerly portion. Parcel 132 has an east side of 162.41 feet, a north side along the platted but unimproved Shirleys St. of 138.68 feet, a west side along the proposed westerly right-of-way of Veronica S. Shoemaker Blvd. of 112.10 feet, and a northwest side containing a 50.00 foot "corner clip" as it approaches Edison Ave. It then extends west for 161.23 feet along the proposed northerly right-of-way of Edison Ave., south for 15.00 feet, and east for 332.29 feet along the existing right-of-way of Edison Ave. Improvements observed within this partial acquisition area include various types of landscaping, 6,785 square feet of pavement, a stop sign, and a concrete dumpster pad.

The **remainder property** contains 27,554 square feet or 0.633 acres. The remainder property, similar to the parent tract before the taking, has a slightly irregular shape. Its frontage along the proposed western right-of-way of Veronica S. Shoemaker Blvd. is 112.10 feet exclusive of the corner clip and its frontage along the proposed northerly right-of-way of Edison Ave. is 161.23 feet. It also has frontage along Shirleys St. As a result of the impacts and affects associated with the partial takings, it is the appraisers opinion that the highest and best use of the remainder property is estimated for demolition of the remainder improvements and utilization of the subject site in accordance with its highest and best use "as vacant".

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 May 3, 2004, is:

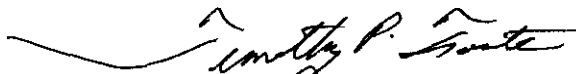
<u>Parcel</u>	<u>132</u>
• Land Taken:	\$ 45,200
• Improvements Taken:	<u>16,700</u>
• Part Taken:	\$ 61,900
• Damages, Incurable:	0
• Net Cost to Cure:	<u>34,200</u>
TOTAL AMOUNT DUE:	\$ 96,100

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, CRE, CCIM  
St. Cert. Gen. REA RZ 1003



Timothy B. Foster, Senior Appraiser  
St. Cert. Gen. REA RZ 2526

# 5-Year Sales History

Parcel No. 132

Veronica S. Shoemaker Blvd. Extension Project, No. 4034

Grantor	Grantee	Price	Date	Arms Length Y/N
L.R. Green, a married man	Arlethea Florence, a single woman	7500	1/4/02	N

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



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

239.479.8505  
239.479.8391 FAX

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

Bob Janes  
*District One*

**VIA FAX TO 332-6604**

Douglas R. St. Cerny  
*District Two*

June 21, 2004

Ray Judah  
*District Three*

Andrew W. Coy  
*District Four*

John E. Albion  
*District Five*

Donald D. Stilwell  
*County Manager*

James G. Yaeger  
*County Attorney*

Diana M. Parker  
*County Hearing Examiner*

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

**RE: PARCEL 132, PALMETTO EXTENSION PROJECT**  
Request for review and sign-off on acquisition proposal

Dear Saeed:

The appraisal for parcel 132 has been reviewed and approved by County Staff and we are preparing to request Board approval to make a binding offer. Below is the relevant data for this parcel. Please review and approve on behalf of the City as well as confirm that funds are available. Thank you.

Sincerely,

Michele S. McNeill, SR/WA  
Property Acquisition Agent

**Parcel 132**

Property Owner: Arlethea Florence  
Appraiser: Hanson Real Estate Advisors  
Appraisal Date: 5/3/04  
Appraised Amount: \$96,100  
**Binding Offer Amount: \$106,100**

Binding Offer Approved:

Funds are available in account:

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

S:\POOL\PalmettoExt\Correspondence\132 City Engineer Approval.wpd