

Lee County Board of County Commissioners

Agenda Item Summary

Blue Sheet No. 20021417

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$6,000.00, for Parcel 137, 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

C6B

3. MEETING DATE:
01-07-2003

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 *OK 12-10-02*
- BY Karen L.W. Forsyth, Director *KLF*

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 3580 Martin Court, Ft. Myers. (Strap Number 19-44-25-06-00005.0030)

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 \$5,000.00. The binding offer to the property owners, Lewis Coleman, Jr. and Jacqueline Coleman, husband and wife, is for \$6,000.00. Should the property owner agree to accept this offer, condemnation proceedings will not be required. If the property owner elects not to accept this offer, then condemnation proceedings may be commenced.

Staff recommends the Board approve the Requested Motion.

Funds are available in City of Fort Myers Acct # 310-4315-541-6100

- ATTACHMENTS:**
- Purchase and Sale Agreement
 - In-House Title Search
 - Appraisal Letter
 - Sales History
 - City Engineer Approval

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. J. Smith</i>		N/A	<i>12/17/02</i> <i>N/A</i>	<i>12-16-02</i>	OA <i>12-17-02</i>	OM <i>12/18/02</i>	RISK <i>12/15/02</i>	GC <i>12-17-02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *12/17/02*
Time: *9:00 PM*
Forwarded To:
CO. ADMIN.
12/17/02 9 AM

RECEIVED BY
COUNTY ADMIN. *CK*
12-17-02
12-17-02
COUNTY ADMIN.
FORWARDED TO: *BL*
12/19 8 30

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: 137
STRAP No.:19-44-25-06-00005.0030

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 **Lewis Coleman, Jr. and Jacqueline Coleman, husband and wife**, hereinafter referred to as SELLER, whose address is 8212 Old Grove Drive., Orlando, Florida 32818, 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 0.35 acres more or less, and located at 3580 Martin Court, 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 **Six Thousand and no/100 dollars (\$6,000.00)**, payable at closing by County warrant or City check. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$6,000.00, 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:

Lewis Coleman, Jr. (DATE)

Jacqueline Coleman (DATE)

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)

Exhibit "A"

August 19, 2002

DESCRIPTION

**PARCEL IN
SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST
LEE COUNTY, FLORIDA**

PARCEL NO. 137

STRAP NO. 19-44-25-06-00005.0030

A tract or parcel of land located in Lot 5, W. Stanley Hanson's Highland Subdivision as recorded in Plat Book 1 at Page 57 of the Public Records of Lee County, Florida lying in Section 19, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the southeast corner of said Lot 5 run S 88° 58' 04" W along the south line of said Lot 5 for 130.00 feet; thence run N 01° 01' 56" W for 117.46 feet; thence run N 88° 58' 04" E for 131.93 feet to the east line of said Lot 5; thence run S 00° 05' 21" E along said east line for 117.48 feet to the Point of Beginning.

Parcel contains 15,384 square feet, more or less.

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

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 bear S 00° 05' 21" E.



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

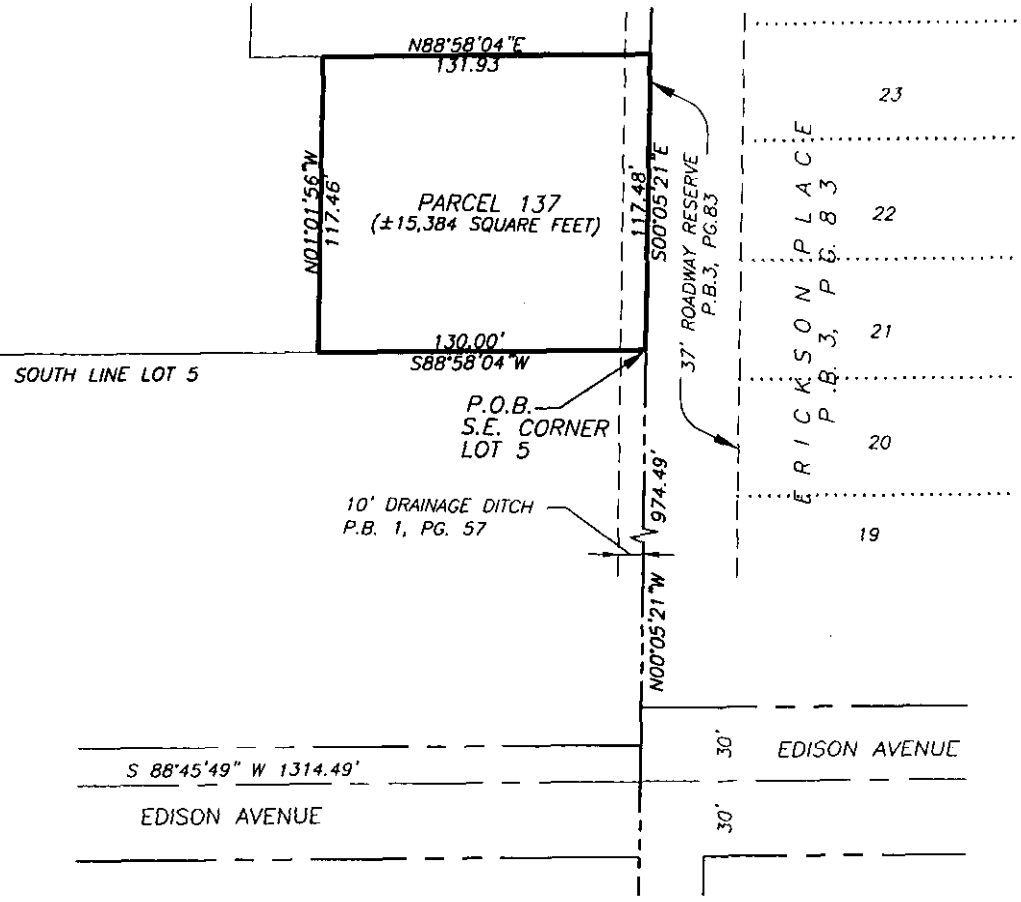
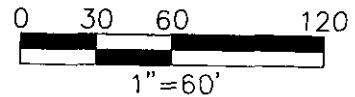
19991321\Parcel No. 137 - 081902

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20021417

u:\19991321\surveying\autocad\Legal Sketches\Desc137.dwg

Exhibit "A"



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

NOTES:

1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
3. 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 N00°05'21"W.
3. PARCEL CONTAINS 15,384 SQUARE FEET, MORE OR LESS.

Page 2 of 2

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. 137
 STRAP NO. 19-44-25-06-00005.0030
 PART OF LOT 5
 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
08-20-02	19991321	19-44-25	1"=60'	1

Division of County Lands

Updated In House Title Search

Search No. 21885/A

Date: July 17, 2002

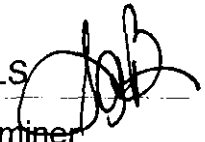
Parcel: 137

Project: Palmetto Avenue

Extension Project #4073

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

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



No changes as of 11/29/02

STRAP: 19-44-25-06-00005.0030

An update has been requested of In House Title Search No. 21885/A which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through July 8, 2002, at 5:00 p.m.



Subject Property: Begin at the Southeast corner of Lot 5 of W. Stanley Hanson's Highland Subdivision as recorded in Plat Book 1 at Page 57 of the Public Records of Lee County, Florida, run West along South line of said Lot 5 for a distance of 130 feet; thence deflect 90° right run North for a distance of 118 feet; thence deflect 90° right run East for a distance of 130 feet to East line of said Lot 5; thence deflect 90° 50'50" right run South along East line of said Lot 5 for a distance of 118 feet to the Point of Beginning.

Title to the subject property is vested in the following:

Lewis Coleman Jr. and Jacqueline Coleman, husband and wife

by that certain instrument dated April 30, 1991, recorded April 30, 1991, in Official Record Book 2218, Page 497, 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. Deed recorded April 30, 1991 in Official Record Book 2218, Page 497, Public Records of Lee County, Florida, only has one witness. This must be addressed and resolved by the Title Company or Attorney the handles the transfer to the County.

Tax Status: 2001 taxes have been paid in full.

(The end user of this report is responsible for verifying tax and/or assessment information.)

The Division of County Lands has made a diligent search of the Public Record. However, this report contains no guarantees nor warranty as to its accuracy.

STAFF REVIEW

12-5-02
Date

LAND APPRAISAL REPORT

File No. 02-79-137

Borrower OWNER: Coleman, Lewis and Jacqueline Census Tract 6 Map Reference 19-44-25
 Property Address 3580 Martin Court
 City Fort Myers County Lee State Fla Zip Code 33901
 Legal Description See Attached Legal Description STRAP # 19-44-26-06-00005.0030
 Sale Price \$ N/A Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 100.29 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions N/A
 Lender/Client City of Fort Myers / Lee County Address P.O. Box 2217, Fort Myers, Fla. 33902-221
 Occupant Vacant Land Appraiser J. Lee Norris MAI, SRA Instructions to Appraiser Estimate Market Value

Location	<input type="checkbox"/> Urban	<input checked="" type="checkbox"/> Suburban	<input type="checkbox"/> Rural	Employment Stability Convenience to Employment Convenience to Shopping Convenience to Schools Adequacy of Public Transportation Recreational Facilities Adequacy of Utilities Property Compatibility Protection from Detrimental Conditions Police and Fire Protection General Appearance of Properties Appeal to Market	Good Avg. Fair Poor []		
Built Up	<input checked="" type="checkbox"/> Over 75%	<input type="checkbox"/> 25% to 75%	<input type="checkbox"/> Under 25%				
Growth Rate	<input type="checkbox"/> Fully Dev.	<input checked="" type="checkbox"/> Rapid	<input type="checkbox"/> Steady			<input type="checkbox"/> Slow	
Property Values	<input type="checkbox"/> Increasing	<input checked="" type="checkbox"/> Stable	<input type="checkbox"/> Declining				
Demand/Supply	<input type="checkbox"/> Shortage	<input checked="" type="checkbox"/> In Balance	<input type="checkbox"/> Oversupply				
Marketing Time	<input type="checkbox"/> Under 3 Mos.	<input checked="" type="checkbox"/> 4-6 Mos.	<input type="checkbox"/> Over 6 Mos.				
Present Land Use	<input type="checkbox"/> 40% 1 Family	<input type="checkbox"/> 10% 2-4 Family	<input type="checkbox"/> 10% Apts.			<input type="checkbox"/> % Condo	<input type="checkbox"/> 10% Commercial
Change in Present Land Use	<input type="checkbox"/> 5% Industrial	<input type="checkbox"/> 25% Vacant	<input type="checkbox"/> %			<input type="checkbox"/> Taking Place (*)	
Predominant Occupancy	<input checked="" type="checkbox"/> Owner	<input type="checkbox"/> Tenant	<input type="checkbox"/> % Vacant				
Single Family Price Range	\$ <u>10,000</u> to \$ <u>150,000</u>		Predominant Value \$ <u>60,000</u>				
Single Family Age	<u>0</u> yrs. to <u>75</u> yrs.		Predominant Age <u>25</u> yrs.				

Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The subject property is located in Central Fort Myers just south of Martin Luther King Jr. Blvd. The area is close to supporting services including schools, shopping, churches and medical facilities. The properties vary from fair to good condition residences typically of average quality construction to average quality retail uses and scattered heavy commercial and industrial uses.

Dimensions 131 x 117.5 +/- = 15,393 Sq. Ft. or Acres Corner Lot
 Zoning classification TFC-2 (single family and duplex) Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify) develop with single family or duplex structure
 Elec. Gas Water San. Sewer Underground Elect. & Tel.
 OFF SITE IMPROVEMENTS: Street Access Public Private; Surface Dirt; Maintenance Public Private; Storm Sewer Curb/Gutter; Sidewalk Street Lights
 Topo Mostly Level; Size Typical; Shape Rectangular; View Residential; Drainage Typical
 Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): The parcel is typical in size. The road is a dirt and concrete surface and is not maintained by any public entity. The site has been cleared of most native vegetation. No apparent adverse easements or encroachments were observed. Not in a mandatory flood insurance zone.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	3580 Martin Court Fort Myers	2107 French Street Fort Myers	2002 Cuba Street Fort Myers	1656 Starnes Fort Myers
Proximity to Subject		0.39 miles	0.54 miles	0.72 miles
Sales Price	\$ N/A	\$ 6,000	\$ 10,000	\$ 4,000
Price	\$	\$.40	\$.69	\$.53
Data Source		OR 3725 Pg. 3806	OR 3441 Pg. 1564	OR 3162 Pg. 4875
Date of Sale and Time Adjustment	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
	N/A	9/02	6/01	9/99
Location	Central Ft. Myers	Central Ft. Myers	Central Ft. Myers	Central Ft. Myers
Site/View	15,393	15,000 sf	14,500 sf	7500 sf
Zoning	TFC-2	TFC-2	TFC-2	Residential
Road Frontage	Dirt/Private	Paved	Paved	Paved
Highest and Best Use	Single Family/Duplex	Single Family	Single Family	Single Family
Sec 170 Range	19-44-25	19-44-25	19-44-25	18-44-25
Sales or Financing Concessions	N/A	Cash/Condo/Sale	Cash	Cash
	Utilities-Elec. Water	Water/Sewer	Water/Sewer	Water/Sewer
Net Adj. (Total)		+ 1,900	- 5,000	
Indicated Value of Subject		\$ 4,100	\$ 5,000	\$ 4,000

Comments on Market Data: The comparable sales used are located in the same general market area and have similar highest and best use, additional sales are included on the attached pages. Also attached are detailed explanations for the adjustments made. The reconciliation will explain which sales provide the best support for the subjects market value.
 Comments and Conditions of Appraisal: See attached limiting conditions and special limiting conditions.

Final Reconciliation: The Sales Comparison Approach receives the greatest emphasis as a reasonable amount of comparable sales data was available to support the market value estimate. The Cost Approach is not used as there are no improvements to be valued and the subject does not have income potential in its current state. See attached comments.
I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF November 4, 2002 to be \$ 5,000
 J. Lee Norris MAI, SRA, State Certified General Appraiser #0000643
 J. Lee Norris MAI, SRA *[Signature]* Did Did Not Physically Inspect Property
 Appraiser(s) Review Appraiser (if applicable)

**LAND APPRAISAL REPORT
MARKET DATA ANALYSIS**

File No. 02-79-137

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 4		COMPARABLE NO. 5		COMPARABLE NO. 6	
Address	3580 Martin Court Fort Myers	2341 Towles Street Fort Myers		3442 South Street Fort Myers		102 Santa Lucia Fort Myers	
Proximity to Subject		0.37 miles		0.47 miles		1.17 miles	
Sales Price	\$ N/A	\$ 6,500	\$ 6,500	\$ 12,000	\$ 12,000	\$ 9,000	\$ 9,000
Price	\$	\$ 45	\$ 45	\$ 44	\$ 44	\$ 22	\$ 22
Data Source		OR 3155 Pg. 1580		OR 3347 Pg. 2381		OR 3635 Pg. 3876	
Date of sale and Time Adjustment	DESCRIPTION	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.	DESCRIPTION	+ (-)\$ Adjust.
	N/A	8/99		01/01		02/02	
Location	Central Ft. Myers	Central Ft. Myers		Central Ft. Myers		Central Ft. Myers	
Site/View	15,393	14,400 sf		27,600 sf		40,565 sf	
		+250		-3,100		-2,500	
Zoning	TFC-2	TFC-2		TFC-2		RS-1	
Road Frontage	Dirt/Private	Paved		Paved		Paved	
		-3,250		-6,000		-4,500	
Highest and Best Use	Single Family/Duplex	Single Family/Duplex		Single Family/Duple		Single Family	
Sec/Twp/Range	19-44-25	20-44-25		19-44-25		17-44-25	
Sales or Financing Concessions	N/A	Cash		Cash		Cash	
	Utilities-Elec. Water	Water, Sewer		Water, Sewer		Water, Sewer	
Net Adj. (Total)		<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 3,000	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 9,100	<input type="checkbox"/> + <input checked="" type="checkbox"/> -	\$ 7,000
Indicated Value of Subject		Net 46.2 % \$ 3,500		Net 75.8 % \$ 2,900		Net 77.8 % \$ 2,000	
COMMENTS	See attached comments regarding adjustments made to the comparable sales. Additional comparable sales are attached.						

5-Year Sales History

Parcel No.137

Palmetto Avenue Extension Project, No. 4073

NO SALES in PAST 5 YEARS

12/05/2002 THU 10:50 FAX 239 479 6604

LEE COUNTY-COUNTY LANDS

001



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

239 479 6605
239 479 6604 FAX

Writer's Direct Dial Number: _____

Bob Janea
District One

VIA FAX TO 332-6604

Douglas R. St. Cemy
District Two

December 5, 2002

Ray Judah
District Three

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

Andrew W. Coy
District Four

John E. Albion
District Five

Donald D. Stilwell
County Manager

RE: PARCEL 137, PALMETTO EXTENSION PROJECT
Request for review and sign-off on acquisition proposal

James G. Yeager
County Attorney

Dear Saeed,

Diana M. Parker
County Hearing
Examiner

The appraisal for parcel 137 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 137

Property Owner: Lewis Coleman Jr. and Jacqueline Coleman
Appraiser: Carlson Norris and Associates, Inc.
Appraisal Date: 11/4/02
Appraised Amount: \$5,000
Binding Offer Amount: \$6,000

Binding Offer Approved:

Funds are available in account:

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

310 - 4315 - 541 - 6100

S:\POOL\Palmetto\Correspondence\137 City Engineer Approval.wpd