

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

**Blue Sheet No. 20030088**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$40,000.00, for Parcel 158, 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

*CLD*

**3. MEETING DATE:**

*02-18-2003*

**4. AGENDA:**

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE 73.125
  - ORDINANCE
  - ADMIN.
  - OTHER Resolution of Necessity  
Blue Sheet No. 20020762 and Interlocal Agreement Blue Sheet No. 20020586

**6. REQUESTOR OF INFORMATION**

- A.
  - B. DEPARTMENT Independent Division
  - C. DIVISION County Lands
  - BY Karen L.W. Forsyth, Director
- 1-23-03*  
*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 property improved with a single family home, further identified as part of 2100 Hale Street, Fort Myers, Florida (STRAP Number 20-44-25-07-00001.0130.)

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 \$36,500.00. The binding offer to the property owner, the Estate of Elzolia Whitt, deceased, is for \$40,000.00. 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 is of the opinion that the purchase price increase of \$3,500.00 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$3,000 - \$5,000 excluding land value increases and attorney fees.

Staff recommends the Board approve the Requested Motion.  
Funds are available in City of Fort Myers Acct # 310-4315-541-6100

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

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>		N/A	<i>1/23/03</i>	<i>2-4-03</i>	OA <i>2-4-03</i>	V/OM <i>2/6/03</i>	RISK <i>2/6/03</i>	GC <i>2-4-03</i>	<i>1-6-03</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *1/31/03*  
Time: *11:45 AM*  
Forwarded To:  
*10. ADM.*  
*2/4/03 1PM*

RECEIVED BY  
COUNTY ADMIN. *EW*  
*2-4-03*  
*2:20*  
COUNTY ADMIN.  
FORWARDED TO: *PK*  
*2/6/03*  
*11:30 AM*

This document prepared by  
Lee County Division of County Lands  
Project: Palmetto Extension Project  
Parcel: 158  
STRAP No.: 20-44-25-07-00001.0130

BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY  
AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE  
IN LIEU OF CONDEMNATION PROCEEDINGS

THIS AGREEMENT for purchase and sale of real property is made this \_\_\_\_\_ day of \_\_\_\_\_, 2003 by and between **the Estate of Elzolia Whitt, deceased**, hereinafter referred to as SELLER, whose address is **2100 Hale Street, Fort Myers, Florida 33916**, and **Lee County, a political subdivision of the State of Florida**, hereinafter referred to as BUYER.

WITNESSETH:

- 1. AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of **0.13 acres** more or less, and located at **2100 Hale Street, Fort Myers, Florida** and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Palmetto Extension, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.
- 2. PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be **Forty thousand and no/100 dollars (\$40,000.00)**, payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of **\$40,000.00**, 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:

Estate of Elzolia Whitt, deceased

\_\_\_\_\_  
**Personal Representative (DATE)**

\_\_\_\_\_  
Printed Name

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)

**SPECIAL CONDITIONS**

Page 1 of 2

**BUYER:** Lee County

**SELLER:** Whitt

**PARCEL NO.** 158

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

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

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

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

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

**Items that may be removed:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_.

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

WITNESSES:  
  
\_\_\_\_\_  
  
\_\_\_\_\_

**SELLER:**  
Estate of Elzolia Whitt, deceased  
  
\_\_\_\_\_  
Personal Representative (DATE)

**SPECIAL CONDITIONS**

Page 2 of 2

**BUYER:** Lee County  
**SELLER:** Whitt  
**PARCEL NO.** 158

CHARLIE GREEN, CLERK

**BUYER:**  
LEE COUNTY, FLORIDA, BY ITS  
BOARD OF COUNTY COMMISSIONERS

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

BY: \_\_\_\_\_  
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

\_\_\_\_\_  
COUNTY ATTORNEY (DATE)



August 19, 2002

**DESCRIPTION**

**PARCEL IN  
SECTION 20, TOWNSHIP 44 SOUTH, RANGE 25 EAST  
LEE COUNTY, FLORIDA**

**PARCEL NO. 158**

**PARENT STRAP NO. 20-44-25-07-00001.0130**

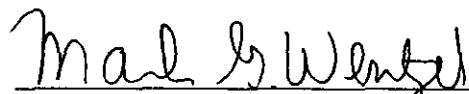
Part of Lot 13, Block 1, Harlem Lake Unit No. 3, as recorded in Plat Book 13 at Page 136 of the Public Records of Lee County, Florida, lying in Section 20, Township 44 South, Range 25 East which tract or parcel is described as follows:

From the most northerly corner of said Lot 13 run S 60°15'39" E along the northerly line of said lot for 79.71 feet; thence run S 20°41'47" W for 90.59 feet to the east line of a 37.00 foot roadway reserve as shown on the said plat; thence run S 88° 52'57" W for 37.01 feet to the west line of said lot and the west line of said 37.00 foot roadway reserve; thence run N 00°05'21" W along said west line for 125.00 feet to the Point of Beginning.

Parcel containing 5,878 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 Lot 13 of Unit 3 Harlem Lake as recorded in Plat Book 13 at Page 136 of the Public Records of Lee County, Florida to bear N 00° 05' 21" W.

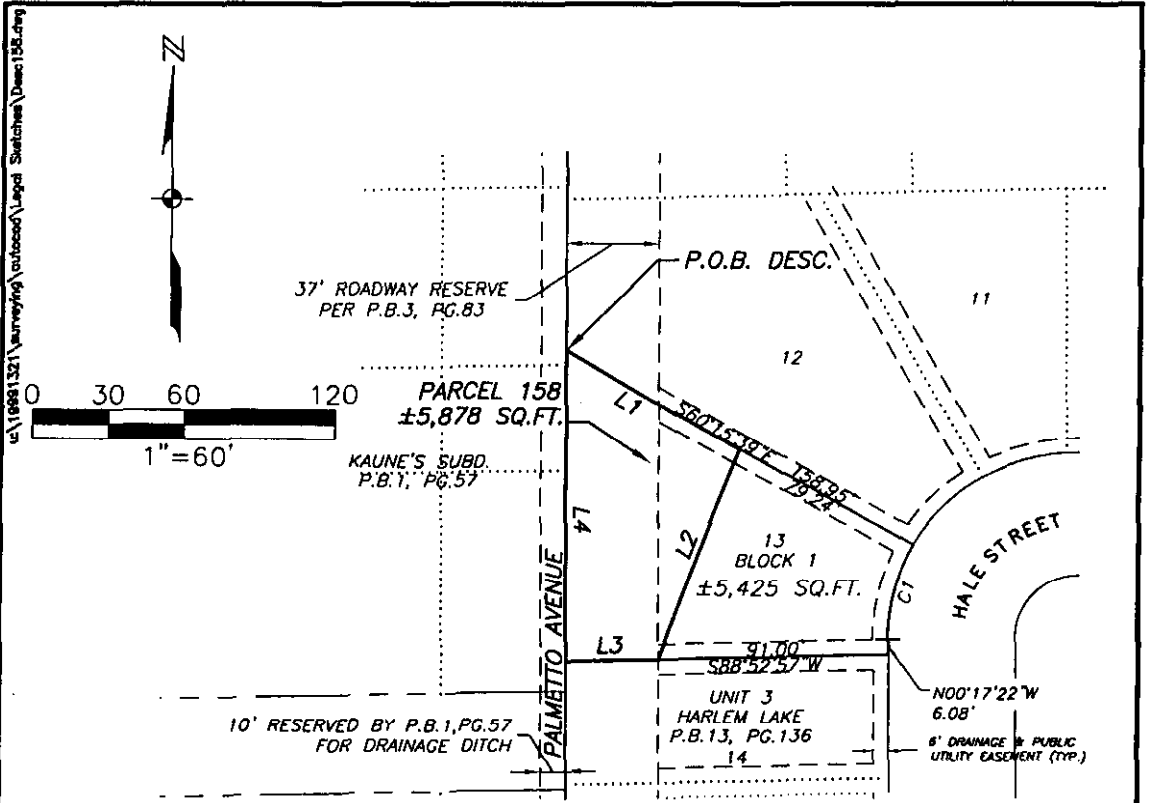


Mark G. Wentzel (For The Firm LB-642)

Professional Land Surveyor

Florida Certificate No. 5247

19991321\Parcel No. 158 - 081902



**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

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	75.00	30°01'15"	39.30	38.85	S14°43'16"W

LINE TABLE		
LINE	LENGTH	BEARING
L1	79.71	S60°15'39"E
L2	90.59	S20°21'47"W
L3	37.01	S88°52'57"W
L4	125.00	N00°05'21"W

- NOTES:**
1. SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
  2. BEARING ARE BASED ON THE WEST LINE OF LOT 13 OF UNIT 3 HARLEM LAKE AS RECORDED IN THE PUBLIC RECORDS OF LEE COUNTY FLORIDA AS BEING N00°05'21"W
  3. PARCEL CONTAINS 5878 SQUARE FEET, MORE OR LESS.

**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. 158**  
 PARENT STRAP NO. 20-44-25-07-00001.0130  
 PART OF LOT 13, BLOCK 1  
 HARLEM LAKE UNIT 3  
 (PLAT BOOK 13, PAGE 136, LEE COUNTY RECORDS)  
 SECTION 20, T.44 S., R.25 E.  
 LEE COUNTY, FLORIDA



3501 DEL PRADO BOULEVARD  
 SUITE 110  
 CAPE CORAL, FLORIDA 33904  
 PHONE (941) 334-0048  
 FAX (941) 541-1383  
 E.B. #042 & L.B. #042

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01-03-02	19991321	19-44-25	1"=60'	1

**Division of County Lands**

**In House Title Search**

Search No. 22093  
Date: June 28, 2002  
Parcel: 158  
Project: Palmetto Avenue Extension  
Project #4072

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

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

STRAP: 20-44-25-07-00001.0130

This search covers the period of time from December 23, 1960, at 8:00 a.m. to June 18, 2002, at 5:00 p.m.

**Subject Property:** Lot 13, Block 1, Unit 3, Harlem Lake, 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 13, Page 136.

*No other changes except as noted on #4 of 1/8/03*

Title to the subject property is vested in the following:

**The Estate of Elzolia Whitt, deceased**

by that certain instrument dated July 6, 1973, recorded November 17, 1982, in Official Record Book 1646, Page 2353, 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 Lindsey Whitt and Elzolia Whitt, husband and wife in favor of The First National Bank in Fort Myers, dated October 25, 1982, recorded November 17, 1982, in Official Record Book 1646, Page 2354, Public Records of Lee County, Florida.
3. Resolution of the Board of County Commissioners regarding delinquent Solid Waste Assessments, recorded in Official Record Book 2632, Page 1962, Public Records of Lee County, Florida.
4. Notices of Lien Resulting from Deferment of Financial Hardship, recorded in Official Record Book 2633, Page 1552; Official Record Book 2886, Pages 725 and 726 and Official Record Book 3132, Page 324, Public Records of Lee County, Florida. *and Official Record Book 3717, Page 789, Public Records of Lee County Florida*

## Division of County Lands

### In House Title Search

Search No. 22093

Date: June 28, 2002

Parcel: 158

Project: Palmetto Avenue Extension

Project #4072

5. Mortgage executed by Elzolia Whitt, a single person in favor of Lee County Board of County Commissioners, dated January 31, 1996, recorded February 9, 1996, in Official Record Book 2675, Page 857, as modified by instrument recorded in Official Record Book 2695, Page 646, Public Records of Lee County, Florida.
6. Thirty-seven foot (37') roadway reserved along the westerly boundary of subject property, as noted on recorded plat.

NOTE (1): Death Certificate of Lindsey Whitt recorded in Official Record Book 2520, Page 1508, Public Records of Lee County, Florida.

NOTE (2): The tax bill for this parcel reflects that Elzolia Whitt is deceased, but there is no death certificate or probate proceeding of record. This must be addressed and resolved by the title company or attorney that 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.**

**UNIFORM RESIDENTIAL APPRAISAL REPORT**

Property Address: 2100 Hale Street  
 City: Fort Myers  
 State: FL  
 Zip Code: 33901  
 File No.: 02-79-158

Legal Description: Metes and Bounds Description- full legal is attached  
 Assessor's Parcel No.: 20-44-25-07-00001 0130  
 Tax Year: 2001  
 R.E. Taxes: \$ 638.79  
 County: Lee  
 Special Assessments: \$ None

Borrower: Estate of Elzolia Whit  
 Current Owner: Same  
 Project Type: PUD  
 Occupant:  Owner  
 Tenant  
 Vacant  
 HOA: \$ N/A

Location: Lee County - County Lands  
 Address: P.O. Box 398, Fort Myers, FL 33902-0398  
 Address: 1919 Courtney Drive, Fort Myers, Fla. 33901  
 Single family housing price \$1000: 20  
 Low: New  
 High: 80  
 Present land use %: One family 80, 2-4 family 5, Multi-family 5, Commercial 10, Vacant 0

Market conditions in the subject neighborhood (including support for the above conclusions related to the trend of property values, demand/supply, and marketing time -- such as data on competitive properties for sale in the neighborhood, description of the prevalence of sales and financing concessions, etc.):  
 No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable rate and purchase money mortgages are available. Rates are currently in the 4.5% to 6.5% range. Supply & demand are in balance, with typical marketing time 4-6 months, with some sales taking more or less time depending on seller motivation (pricing). Sales concessions are not prevalent.

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.):  
 There were no unfavorable marketing conditions observed in this single family residential neighborhood. The area consists of fair to average quality homes that are mostly adequately maintained and have average appeal in the market. Service facilities (schools, parks, shopping, and employment centers) are located nearby. Stable employment and property values are prevalent.

Neighborhood boundaries and characteristics: The market area boundaries are MILK, Jr. Blvd. to the north, Ortiz to the east, Colonial to the south and Fowler Street to the west.  
 Note: Race and the racial composition of the neighborhood are not appraisal factors.

Project Information for PUDs (if applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)?  Yes  No  
 Approximate total number of units in the subject project: N/A  
 Approximate total number of units for sale in the subject project: N/A

Dimensions: 45.39 x 128.01 x 125 x 158.86 per Johnson Eng. Survey  
 Site area: 12,200 S.F.  
 Specific zoning classification and description: TFC-2 (single family and duplex)  
 Zoning compliance:  Legal  Legal nonconforming (Grandfathered use)  Illegal  No zoning  
 Highest & best use as improved:  Present use  Other use (explain)

Utilities: Public  Other   
 Electricity:   
 Gas:   
 Water:   
 Sanitary sewer:   
 Storm sewer:   
 Alley:

Comments (apparent adverse assessments, encroachments, special assessments, title areas, illegal or legal nonconforming zoning use, etc.):  
 conditions observed. The site is a typical building lot. Site improvements: Fill/gravel/landscaping/soil \$1,000, fence \$200, impact fee \$2,700, water/sewer \$3,000. No apparent adverse assessments or encroachments were observed.  
 FEMA Map No. 1251240225B  
 FEMA Zone X  
 Map Date 07/20/1998

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Stories: One	Foundation: Concrete Piers	Slab	Area Sq. Ft.: None	Roof: <input type="checkbox"/>
Type (Det./Att.): Detached	Exterior Walls: Siding	Crawl Space: Yes	% Finished: N/A	Ceiling: <input checked="" type="checkbox"/>
Design (Style): Ranch	Roof/Surface: Shingles	Basement: None	Walls: N/A	*Adq. <input checked="" type="checkbox"/>
Existing/Proposed: Existing	Windows: Alum. SH	Sump Pump: None	Floors: N/A	*Adq. <input checked="" type="checkbox"/>
Age (Yrs.): 85/2002	Window Type: Storm/Screeners	Dampness: N/A	Walls: N/A	Floor: <input type="checkbox"/>
Effective Age (Yrs.): 30 years	Manufactured House: No	Settlement: N/A	Outside Entry: N/A	None: <input type="checkbox"/>
ROOMS	Foyer: Living	Den: Family Rm.	# Baths: 1	Other: <input type="checkbox"/>
Basement: Level 1	Dining	Rec. Rm.	Laundry: <input type="checkbox"/>	Area Sq. Ft.: 792
Level 2	Area: 1	Bedrooms: 3	Other: <input type="checkbox"/>	Area Sq. Ft.: 792

Finished area above grade contains: 5 Rooms, 3 Bedrooms, 1 Bath(s), 792 Square Feet of Gross Living Area  
 INTERIOR: Materials/Condition: Carpets/Vinyl/Wood  
 HEATING: Adq.  
 KITCHEN EQUIP.:  Range/Oven,  Dishwasher,  Microwave  
 ATTIC:  None,  Stairs,  Drop Stair  
 AMENITIES:  Fireplaces(s) # 0,  Garage,  Attached Porch,  Detached Built-in Carport,  Overway  
 CAR STORAGE: # of cars:

Additional features (special energy efficient items, etc.): No additional special features are present.  
 Condition of the improvements, depreciation (physical, functional, and external, repairs needed, quality of construction, remodeling/additions, etc.): This is an older residence and has been updated on different occasions as needed. Recent remodeling was not observed. The estimated effective life is based on the observed condition as noted at the time of inspection.  
 Adverse environmental conditions (such as, but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the immediate vicinity of the subject property: No adverse environmental conditions noted on the subject site or in the immediate vicinity.

# UNIFORM RESIDENTIAL APPRAISAL REPORT

Valuation Section

File No. 02-79-158

<table style="width: 100%; border-collapse: collapse;"> <tr> <td>ESTIMATED SITE VALUE</td> <td>Unimproved site</td> <td>= \$</td> <td style="text-align: right;">9,000</td> </tr> <tr> <td colspan="4">ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:</td> </tr> <tr> <td>Dwelling</td> <td>792 Sq. Ft. @ \$ 63.00</td> <td>= \$</td> <td style="text-align: right;">49,896</td> </tr> <tr> <td></td> <td>Sq. Ft. @ \$</td> <td>=</td> <td></td> </tr> <tr> <td>Garage/Carport</td> <td>591 Sq. Ft. @ \$</td> <td>=</td> <td></td> </tr> <tr> <td colspan="2">Total Estimated Cost New</td> <td>= \$</td> <td style="text-align: right;">49,896</td> </tr> <tr> <td>Less</td> <td>Physical</td> <td>Functional</td> <td>External</td> </tr> <tr> <td>Depreciation</td> <td>27,218</td> <td>= \$</td> <td style="text-align: right;">27,218</td> </tr> <tr> <td colspan="2">Depreciated Value of Improvements</td> <td>= \$</td> <td style="text-align: right;">22,678</td> </tr> <tr> <td colspan="2">"As-Is" Value of Site Improvements</td> <td>= \$</td> <td style="text-align: right;">8,900</td> </tr> <tr> <td colspan="2"><b>INDICATED VALUE BY COST APPROACH</b></td> <td>= \$</td> <td style="text-align: right;"><b>38,578</b></td> </tr> </table>	ESTIMATED SITE VALUE	Unimproved site	= \$	9,000	ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:				Dwelling	792 Sq. Ft. @ \$ 63.00	= \$	49,896		Sq. Ft. @ \$	=		Garage/Carport	591 Sq. Ft. @ \$	=		Total Estimated Cost New		= \$	49,896	Less	Physical	Functional	External	Depreciation	27,218	= \$	27,218	Depreciated Value of Improvements		= \$	22,678	"As-Is" Value of Site Improvements		= \$	8,900	<b>INDICATED VALUE BY COST APPROACH</b>		= \$	<b>38,578</b>	<p>Comments on Cost Approach (such as, source of cost estimate, site value, square foot calculation and for HUD, VA and FmHA, the estimated remaining economic life of the property): <u>See attached floor plan and area calculations. Subject site is developed to its highest and best use. No functional or economic obsolescence was noted. See attached for comments on land value. Costs are supported by mainly Marshall-Swift in addition to builder's costs &amp; completed appraisals retained in the appraiser's office files.</u></p> <p>Depreciation - Economic Age/Life Method Estimated remaining economic life = 20 years.</p>
ESTIMATED SITE VALUE	Unimproved site	= \$	9,000																																										
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:																																													
Dwelling	792 Sq. Ft. @ \$ 63.00	= \$	49,896																																										
	Sq. Ft. @ \$	=																																											
Garage/Carport	591 Sq. Ft. @ \$	=																																											
Total Estimated Cost New		= \$	49,896																																										
Less	Physical	Functional	External																																										
Depreciation	27,218	= \$	27,218																																										
Depreciated Value of Improvements		= \$	22,678																																										
"As-Is" Value of Site Improvements		= \$	8,900																																										
<b>INDICATED VALUE BY COST APPROACH</b>		= \$	<b>38,578</b>																																										

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	2100 Hale Street Fort Myers	1503 Billie Street 18-44-25-P1-0030C.0010	1270 Williams Street 18-44-25-P1-02600.0180	3304 Ellington Court 19-44-25-11-00013.0000
Proximity to Subject		1.08 miles	1.20 miles	0.55 miles
Sales Price	\$ Not a Sale	\$ 35,500	\$ 49,000	\$ 40,000
Price/Gross Living Area	\$	\$ 32.93	\$ 36.57	\$ 64.10
Data and/or Verification Source	Inspection Pub.Records	ORB 3379 PG 690 PR-Lee County / owner	ORB 3635 PG 2819 PR-Lee County / seller	ORB 3596 PG 3378 PR-Lee County / owner
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	DESCRIPTION	DESCRIPTION
Sales or Financing		FHA	FHA	Conventional
Concessions		\$34,951	\$48,456	\$32,000
Date of Sale/Time		02/26/02	01/16/01	02/27/02
Location	Cent. Ft. Myers	Cent. Ft. Myers	Cent. Ft. Myers	Cent. Ft. Myers
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	12,200 S.F.	16,875 sf	8,250 sf	5,200sf
View	Residential	Residential	Residential	Residential
Design and Appeal	Ranch	Ranch	Ranch	Ranch
Quality of Construction	Frame/Average	Frame/Average	Frame/Average	CBS/Superior
Age	A-65, E-30	Eff=35, A=78	Eff=30, A=82	Eff=20, A=43
Condition	Average	Average	Average	Average
Above Grade	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths	Total Bdrms. Baths
Room Count	5 3 1	4 3 1	4 3 1	4 2 1
Gross Living Area	792 Sq. Ft.	1,078 Sq. Ft.	1,340 Sq. Ft.	624 Sq. Ft.
Basement & Finished Rooms Below Grade	None	None	None	None
Functional Utility	Adequate	Adequate	Adequate	Adequate
Heating/Cooling	Wall	Wall	Central	Wall
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	None	None	None	None
Porch, Patio, Deck, Fireplace(s), etc.	None	Utility Shed	Porch	None
Fence, Pool, etc.	Fence	Similar	Fence	Fence
Other Features	None	None	None	None
Net Adj. (total)		+ \$ 2,700	+ \$ 12,500	+ \$ 4,100
Adjusted Sales Price of Comparable		Gross 33.0% \$ 32,800	Gross 25.0% \$ 36,500	Gross 57.3% \$ 35,900

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

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

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

**INDICATED VALUE BY SALES COMPARISON APPROACH** \$ 36,500

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


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

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

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

The purpose of this appraisal is to estimate the market value of the real property that is the subject of this report, based on the above conditions and the certification, contingent and limiting conditions, and market value definition that are stated in the attached Freddie Mac Form 439/FNMA form 1004B (Revised 6/93).

**(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF** November 4, 2002  
**(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE** \$ 36,500

**APPRAISER:** Lee Norris, MA, SRA  
Signature: 

**SUPERVISORY APPRAISER (ONLY IF REQUIRED):**  
Signature: \_\_\_\_\_ Name: \_\_\_\_\_  
Inspect Property  Did  Did Not

Name: J. Lee Norris, MA, SRA  
Date Report Signed: December 23, 2002  
State Certification # 000643 St. Cert. Gen. Appr. State FL  
Or State License # \_\_\_\_\_ State \_\_\_\_\_

# UNIFORM RESIDENTIAL APPRAISAL REPORT MARKET DATA ANALYSIS

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

ITEM	SUBJECT	COMPARABLE NO. 4	COMPARABLE NO. 5	COMPARABLE NO. 6	SALES COMPARISON ANALYSIS	COMMENTS
Address	2100 Hale Street Fort Myers	1223 Williams Street Fort Myers	2925 Thomas Street Fort Myers			
Proximity to subject	1.28 miles	0.87 miles				
Sales Price	\$ Not a Sale	\$ 45,000	\$ 32,000			
Price/Gross Living Area	\$	\$ 66.57 / sf	\$ 34.93 / sf			
Data and/or Verification Sources	Inspection Pub. Records	OR 3646 Pg. 201 PR - Lee County/seller	OR 3573 Pg. 2014 PR - Lee County			
VALUE ADJUSTMENTS						
Sales or Financing	Conventional	Conventional	Cash Indicated			
Concessions	\$36,000					
Date of Sale/Time	5/14/2002		1/26/02			
Location	Cent. Ft. Myers	Cent. Ft. Myers	Cent. Ft. Myers			
Leasehold/Fee Simple	Fee	Fee	Fee			
Site	12,200 S.F.	7,500 sf	3,000 sf			
View	Residential	Residential	Residential			
Design and Appeal	Ranch	Ranch	Residential			
Quality of Construction	Frame/Average	Frame/Average	Frame/Average			
Age	A=65, E=30	E=25, A=77	E=30, A=82			
Condition	Average	Average	Average			
Above Grade	Total Bdms. Baths 5 3 1	Total Bdms. Baths 5 4 1	Total Bdms. Baths 4 2 1			
Gross Living Area	792 Sq. Ft.	676 Sq. Ft.	916 Sq. Ft.			
Basement & Finished	None	None	None			
Rooms Below Grade	N/A	N/A	N/A			
Functional Utility	Adequate	Adequate	Adequate			
Heating/Cooling	Wall	Wall	Wall			
Energy Efficient Items	Typical	Typical	Typical			
Garage/Carport	None	None	None			
Porch, Patio, Deck	None	Sc. Porch	None			
Fireplace(s), etc.	None	Porch	None			
Fence, Pool, etc.	None	Fence	None			
Other Features	None	None	None			
Net Adj. (Total)		2,800	3,200			
Adjusted Sales Price of Comparable		\$ 42,200	\$ 35,200			
Date, Price and Data Source for prior sales within year of appraisal per Lee Co.	No sale in the last 12 mos.	No other recent sale noted	As remodeled this home sold in 8/02 for \$51,700.			

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

# 5-Year Sales History

Parcel No. 158

Palmetto Extension Project, No. 4073

**NO SALES in PAST 5 YEARS**

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



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

LEE COUNTY-COUNTY LANDS

001



BOARD OF COUNTY COMMISSIONERS

239.479.8505  
239.479.8391 FAX

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

Bob James  
District One

VIA FAX TO 332-6604

Douglas R. St. Cerny  
District Two

January 16, 2003

Roy 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. Stilwell  
County Manager

RE: **PARCEL 158, PALMETTO EXTENSION PROJECT**  
Request for review and sign-off on acquisition proposal

Jamie G. Yeager  
County Attorney

Dear Saeed:

Diana M. Parker  
County Hearing Examiner

The appraisal for parcel 158 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 158**

Property Owner: Estate of Elzolia Whitt  
Appraiser: Carlson Norris and Associates, Inc.  
Appraisal Date: 11/4/02  
Appraised Amount: \$36,500  
**Binding Offer Amount: \$40,000 plus moving fees of \$1,000.**

Binding Offer Approved:

Funds are available in account:

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

310-4315-541-6100