

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

Blue Sheet No. 20030336

1. REQUESTED MOTION:

ACTION REQUESTED: Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$184,000.00, for Parcel 100, 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

C6D

3. MEETING DATE:

04-08-2003

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. Forsvth, Director*

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 1.13 acres of vacant land, further identified as part of Section 32, Township 44 South, Range 25 East, (STRAP Number 32-44-25-P4-00060.0000).

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 March 7, 2003, performed by Woodward S. Hanson, MAI, CCIM, CRE, indicating a value of \$174,000.00 (\$3.50 per square foot). The binding offer to the property owner, V&H, LLC, a Maryland limited liability company, is for \$184,000.00. 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 \$ 10,000.00 above the appraised value can be justified considering the costs associated with condemnation proceedings, estimated between \$3,000.00 - \$ 5,000.00 for expenses plus potential 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. Forsvth</i>		N/A	<i>Part of 3/25/03</i>	<i>John Hanson 3-25-03</i>	OA <i>Mon 3-26-03</i>	OM <i>3/26/03</i>	RISK <i>3/27/03</i>	GC <i>3/26-03</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
Date: *3/25/03*
Time: *2:25 PM*
Forwarded To:
Co. ADM.
3/25/03 4PM

RECEIVED BY
COUNTY ADMIN. *TD*
3-26-03
8:00
COUNTY ADMIN.
FORWARDED TO: *BH*
3/27/03

This document prepared by
Lee County Division of County Lands
Project: Palmetto Extension Project
Parcel: **100**
STRAP No.: **32-44-25-P4-00060.0000**

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 **V & H, LLC, a Maryland limited liability company as successor by merger with V & H partnership a Maryland general partnership**, hereinafter referred to as SELLER, whose address is **5515 Cromwell Ln., Unit G3, Oak Forest, IL 60452**, 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 **1.13 acres** more or less, and located in **Section 32, Township 44 South, Range 25 East**, 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 **One Hundred eighty four thousand and no/100 (\$184,000.00)**, 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 **\$184,000.00**, 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:

V&H, LLC, a Maryland limited liability Company as successor by Merger with V&H partnership, a Maryland general Partnership.

Grantor Signature (Date)

Printed: Name and Title

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)

January 30, 2003

DESCRIPTION

**PARCEL IN
SECTION 32, TOWNSHIP 44 SOUTH, RANGE 25 EAST
CITY OF FORT MYERS
LEE COUNTY, FLORIDA**

PARCEL NO. 100**PARENT STRAP NO. 32-44-25-P4-00060.0000**

A tract or parcel of land located in Section 32, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida, which tract or parcel is described as follows:

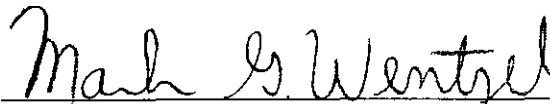
From the northwest corner of the Southwest Quarter (SW-1/4) of said Section 32 run S 01° 03' 28" E along the west line of said fraction for 86.00 feet to an intersection with the south right-of-way line of Winkler Avenue Extension (140 feet wide) and the Point of Beginning.

From said Point of Beginning run N 89° 06' 58" E along said south right-of-way line for 125.15 feet to an intersection with a non-tangent curve; thence run southwesterly and southerly along the arc of a curve to the left of radius 50.00 feet (chord bearing S 44° 01' 45" W) (chord 70.82 feet) (delta 90° 10' 26") for 78.69 feet to a point of tangency; thence run S 01° 03' 28" E for 313.29 feet to a point of curvature; thence run southerly and southwesterly along the arc of a curve to the right of radius 1275.00 feet (chord bearing S 08° 49' 02" W) (chord 437.32 feet) (delta 19° 45' 00") for 439.49 feet to an intersection with the west line of the Southwest Quarter (SW-1/4) of said Section 32; thence run N 01° 03' 28" W along said west line for 794.51 feet to an intersection with the south right-of-way line of said Winkler Avenue Extension and the Point of Beginning.

Containing 49,479 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 the Southwest Quarter (SW-1/4) of Section 32, Township 44 South, Range 25 East to bear N 01° 03' 28" W.



Mark G. Wentzel (For The Firm LB642)
Professional Land Surveyor
Florida Certificate No. 5247

19991321\Parcel No.100 - 013003

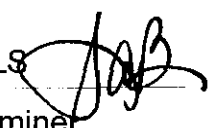
Division of County Lands

In House Title Search

Search No. 22126
Date: July 11, 2002
Parcel: 100
Project: Palmetto Avenue Extension
Project #4073

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

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



STRAP: 32-44-25-P4-00060.0000

This search covers the period of time from January 1, 1940, at 8:00 a.m. to June 27, 2002, at 5:00 p.m.

Subject Property: See attached Schedule "X".

Title to the subject property is vested in the following:

V and H Partnership, a general partnership

by that certain instrument dated February 6, 1989, recorded February 6, 1989, in Official Record Book 2047, Page 2518, 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. Ordinance No. 2216 by the City of Fort Myers regarding the annexation of subject property, as recorded in Official Record Book 1717, Page 822, Public Records of Lee County, Florida.
3. Deed recorded June 28, 1985 in Official Record Book 1791, Page 2822, Public Records of Lee County, Florida, does not contain powers of Peter D. Kleist, Trustee pursuant to Land Trust Agreement dated June 28, 1985. This must be addressed and resolved by the title company or attorney that handles the transfer to the County.
4. Resolution of the City Council of the City of Fort Myers, regarding Improvement District Number Seven, recorded in Official Record Book 1855, Page 3218, Public Records of Lee County, Florida.
5. Construction Easement to the City of Fort Myers, recorded in Official Record Book 2008, Page 1007, Public Records of Lee County, Florida.

Mtg 2047-2520 still outstanding

Division of County Lands

In House Title Search

Search No. 22126

Date: July 11, 2002

Parcel: 100

Project: Palmetto Avenue Extension

Project #4073

No search has been made regarding any liens and/or assessments levied by the City of Fort Myers.

Note: A search of the State of Florida Department of State, Division of Corporations, reveals no listing for V and H Partnership.

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.

Schedule X

Parcel 100

Project: Palmetto Avenue Extension Project #4073

Search No. 22126

A tract or parcel of land lying in the west one-half (W-1/2) of the west one-half (W-1/2) of Section 32, Township 44 South, Range 25 East, City of Fort Myers, Lee County, Florida which tract or parcel is described as follows:

From the northwest corner of the southwest quarter (SW-1/4) of said Section 32 run S 01°0'07" E along the west line of said Section for 86.00 feet to an intersection with the south line of Winkler Avenue Extension (140 feet wide) and the Point of Beginning. From said Point of Beginning run N 88°36'32" E along said south line of Winkler Avenue Extension for 357.76 feet to a point of curvature; thence run easterly and northeasterly along said south line along the arc of a curve to the left of radius 2964.79 feet (chord bearing N 79°06'18" E) (chord 979.05 feet) (delta 19°00'27") for 983.55 feet to an intersection with the east line of the southwest quarter (SW-1/4) of the northwest quarter (NW-1/4) of said Section 32; thence run S 01°01'12"E along said east line for 81.96 feet to the northeast corner of the northwest quarter (NW-1/4) of the southwest quarter (SW-1/4) of said Section 32; thence run S 01°00'54"E along the east line of the west half (W-1/2) of the southwest quarter (SW-1/4) for 1991.99 feet to the northeast corner of lands described in Official Record Book 1712 at Page 4329 of the Public Records of Lee County; thence run S 88°40'43" W along the north line of said lands for 300.00 feet to the northwest corner of said lands; thence run S 01°00'54" E along the west line of said lands for 417.31 feet; to an intersection with the curved northerly line of Colonial Boulevard (State Road No. 884) (250 feet wide); thence run southwesterly and westerly along the arc of a curve to the right of radius 2739.79 feet (chord bearing S 77°28'24" W) (chord 575.42 feet) (delta 12°03'20") for 576.48 feet to an intersection with the easterly line of lands described in Official Record Book 1776 at Page 1133 of said Public Records; thence run N 01°03'07" W along said east line for 1194.15 feet to an intersection with the south line of the northwest quarter (NW-1/4) of the southwest quarter (SW-1/4) and the northeast corner of said lands; thence run S 88°44'48" W along said south line and the north line of said lands for 456.88 feet to an intersection with the west line of said Section 32; thence run N 01°03'07" W along said west line for 1245.12 feet to the Point of Beginning.

Containing 58.46 acres more or less.

SUBJECT TO a slope and construction easement (5 feet wide) lying along the north line of the herein described parcel as described in Official Record Book 2008 at Page 1009 of the Public Records of Lee County, Florida.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone (1979 Adjustment).

INTEGRA Realty Resources

SOUTHWEST FLORIDA ■ FORT MYERS

March 7, 2003

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

SUBJECT: File Number: 02-03-03.100
Project: Palmetto Avenue Extension
Project No.: 4073
Parcel No.: 100
Owner: V and H Partnership
County: Lee County, Florida

Dear Mr. Clemens:

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

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

The **parent tract**, containing 58.46 acres (2,546,518 square feet) of gross land area, is located along the north side of Colonial Boulevard (SR 884) and at the southeast corner of Winkler Avenue Extension and Veronica S. Shoemaker Boulevard (formerly Palmetto Avenue extension) in the city of Fort Myers, Lee County, Florida. The property contains 576.48 feet of frontage along the northerly right-of-way of Colonial Boulevard (SR 884), 1,341.31 feet along the southerly right-of-way of Winkler Avenue Extension and 363.67 feet of frontage along the easterly right-of-way of Veronica S. Shoemaker Blvd. The property is zoned and is designated B-1 (Business District One) on the Future Land Use Map ("FLUM") of the City of Fort Myers Comprehensive Plan. It is the appraisers opinion that the highest and best use of the subject property "as vacant" is for interim agricultural uses and to be held speculatively for future development.

LOCAL EXPERTISE...NATIONALLY

The proposed **partial acquisition area**, containing 1.14 acres (49,479 square feet) of gross land area, is located in the northwest portion of the parent tract. The partial acquisition area is irregular shaped with a westerly boundary which measures 794.51 feet of which 363.67 feet are along the easterly right-of-way of Veronica S. Shoemaker Blvd., a northerly boundary which measures 125.15 feet along the southerly right-of-way of Winkler Avenue Extension, and an easterly boundary which measures 831.47 feet.

The **remainder property**, containing 57.32 acres (2,497,039 square feet) will be characterized by 1,216.16 feet along the southerly right-of-way of Winkler Avenue Extension, 831.47 feet of frontage along the easterly right-of-way of the reconstructed Veronica S. Shoemaker Blvd., and the Colonial Boulevard (SR 884) frontage and remaining dimensions are unchanged. The highest and best use of the remainder property "as vacant" is estimated to remain for interim agricultural uses and to be held speculatively for future development.

By reason of our investigation and analysis, data contained in this report and our experience in the real estate appraisal business, it is our opinion that the amount due the owner (as a result of the proposed partial acquisition), as of March 7, 2003, is:

Value of Part Taken :

• Land Taken:	\$173,200
• Improvements Taken:	<u>600</u>
Sub Total (Part Taken):	\$173,800
Incurable Severance Damages:	-0-
Net Cost to Cure	<u>200</u>
AMOUNT DUE OWNER	\$174,000

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

Respectfully submitted,



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



Timothy F. Foster, Analyst
State Certified General Real Estate Appraiser
Florida Certificate # RZ 0002526

SALES COMPARISON APPROACH

The sales comparison approach is a set of procedures in which a value indication is developed by comparing the subject to similar properties that have recently sold or are listed for sale. The steps taken to apply the sales comparison approach are as follows:

- Research recent sales of comparable properties;
- Select sales most similar to the subject and assemble pertinent data;
- Compare the sales to the subject under various elements of comparison and adjust the sale prices to compensate for differences that affect value;
- Reconcile the adjusted prices of the sales into a value indication for the subject.

To apply the sales comparison approach, we have surveyed land sales activity in the surrounding area and selected four land transactions as the best indicators of the subject's value. Based upon discussions with real estate brokers, the price per square foot of land area was selected as the appropriate unit of comparison. This is the unit of comparison most commonly quoted by brokers, sellers and purchasers when discussing sales transactions and is considered the most relevant for the subject.

The three comparable sales are summarized in the following table. Detailed presentations are provided in Addendum E.

SUMMARY OF COMPARABLE LAND SALES

No	Location	Sale Date	Sale Price	Acres/Square Feet	Price Per SF
1	NEC of Colonial Blvd. & Fowler St.	09/30/99	\$4,450,000	20.82/906,919	\$4.91 <i>Toyota</i>
2	SWC of Colonial Blvd. & Ben C. Pratt	05/07/02	\$7,013,700	33.363/1,453,300	\$4.83 <i>Wal-Mart</i>
3	Colonial Blvd. west of Metro Pkwy.	11/21/02	\$3,375,000	20.661/900,000	\$3.75 <i>proposed auto dealership</i>
Subject	Colonial Bl., Winkler Ave., V. Shoemaker Bl.			58.46/2,546,518	<i>Obuan Imports</i> <i>no corner influence</i>

03/18/2003 TUE 12:30 FAX 239 479 8391

LEE COUNTY-COUNTY LANDS

001



LEE COUNTY
SOUTHWEST FLORIDA

BOARD OF COUNTY COMMISSIONERS

239.479.8505
239.479.8391 FAX

Writer's Direct Dial Number: _____

Bob Jones
District One

March 18, 2003

Douglas R. St. Cerny
District Two

Ray Juan
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. Stillwell
County Manager

RE: PARCEL 100, PALMETTO EXTENSION PROJECT
Request for review and sign-off on acquisition proposal

James G. Yaege
County Attorney

Dear Saeed:

Diana M. Parker
County Learning
Examiner

The appraisal for parcel 100 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 100

Property Owner: V & H LLC a Maryland Limited Liability Company
Appraiser: Integra Realty Resources
Appraisal Date: 3/7/03
Appraised Amount: \$174,000
Binding Offer Amount: \$184,000

Binding Offer Approved:

Funds are available in account:

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

310-4315-541-6100

S:\POOL\PalmettoExt\Correspondence\100 City Engineer Approval.wpd

5-Year Sales History

Parcel No. 100

Palmetto Extension Project, No. 4073

NO SALES in PAST 5 YEARS

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

S:\POOL\LANDFORM\HISTORY.WPD