

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

**Blue Sheet No. 20030859**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$11,012 for Parcel 141, Veronica S. Shoemaker Blvd. (formerly Palmetto Avenue) Extension, Project No. 4073, pursuant to the Purchase Agreement; authorize the Division of County Lands to handle all documentation necessary to complete transaction.

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

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

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

*C6Q*

**3. MEETING DATE:**

*08-05-2003*

**4. AGENDA:**

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

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

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

**6. REQUESTOR OF INFORMATION:**

- A. COMMISSIONER
- B. DEPARTMENT Independent *7-23-03*
- C. DIVISION County Lands
- BY: Karen L. W. Forsyth, Director *KLF*

**7. BACKGROUND:**

**Negotiated for:** Department of Transportation and the City of Fort Myers  
**Interest to Acquire:** 20,164 square feet of fee interest in vacant property and a 100 square foot drainage easement  
**Property Details:**

Owner: W.H. Grimsley, Jr  
STRAP No.: 19-44-25-P2-01004.0170

**Purchase Details:**

Binding Offer Amount: \$11,012

**Appraisal Information:**

Company: Carlson, Norris and Associates, Inc. by J. Lee Norris, MAI, SRA  
Appraised Value: \$10,012

**Staff Recommendation:** Staff is of the opinion that the purchase price increase of \$1,000 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.

**Account:** City of Fort Myers Acct # 310-4315-541-6100

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

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>				<i>John J. ... 7-23-03</i>	<i>OA 7-24-03</i>	<i>OM 7-24</i>	<i>Risk 7/24/03</i>	<i>GC 7/24/03</i>	<i>[Signature]</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
Date: *7/23/03*  
Time: *4:30 PM*  
Forwarded To:  
*Co. Adm.  
7/24/03 9 AM*

RECEIVED BY  
COUNTY ADMIN *ID*  
*7/24 10:30*  
COUNTY ADMIN  
FORWARDED TO: *BW*  
*7/29 1:10*

This document prepared by  
Lee County Division of County Lands  
Project: Veronica S. Shoemaker Blvd. Extension Project #4073  
Parcel: 141  
STRAP No.: 19-44-25-P2-01004.0170

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 **W.H. Grimsley, Jr.**; hereinafter referred to as SELLER, whose address is 2255 Highland Avenue, 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 20,164 square feet more or less, and a drainage easement consisting of 100 square feet more or less, and located at 2387 Highland Avenue, 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 Veronica S. Shoemaker Blvd. 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 **Eleven Thousand Twelve and no/100 dollars (\$11,012.00)**, 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 **\$11,012.00**, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

4. **CONDITION OF PROPERTY; RISK OF LOSS:** BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER'S sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.

5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

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

- (a) Recording fee for deed;
- (b) survey, (if desired by BUYER).

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing. This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. **ABSENCE OF ENVIRONMENTAL LIABILITIES:** The SELLER warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. The SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or

containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

12. **TIME AND BINDING AGREEMENT:** Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.

13. **DATE AND LOCATION OF CLOSING:** The closing of this transaction will be held at the office of the insuring title company on or before 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

14. **ATTORNEYS' FEES:** The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.

15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.

17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

WITNESSES:

\_\_\_\_\_  
\_\_\_\_\_

SELLER:

\_\_\_\_\_  
W.H. Grimsley, Jr. (DATE)

CHARLIE GREEN, CLERK

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

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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



January 15, 2003

DESCRIPTION

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

(REVISED) PARCEL NO. 141

PARENT STRAP NO. 19-44-25-06-00004.0170

A tract or parcel of land located in Lot 4, 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 the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East, Lee County, Florida, which tract or parcel is described as follows:

From the northeast corner of said fraction run S 00° 05' 25" E along the east line of said fraction for 1,125.10 feet to the Point of Beginning:

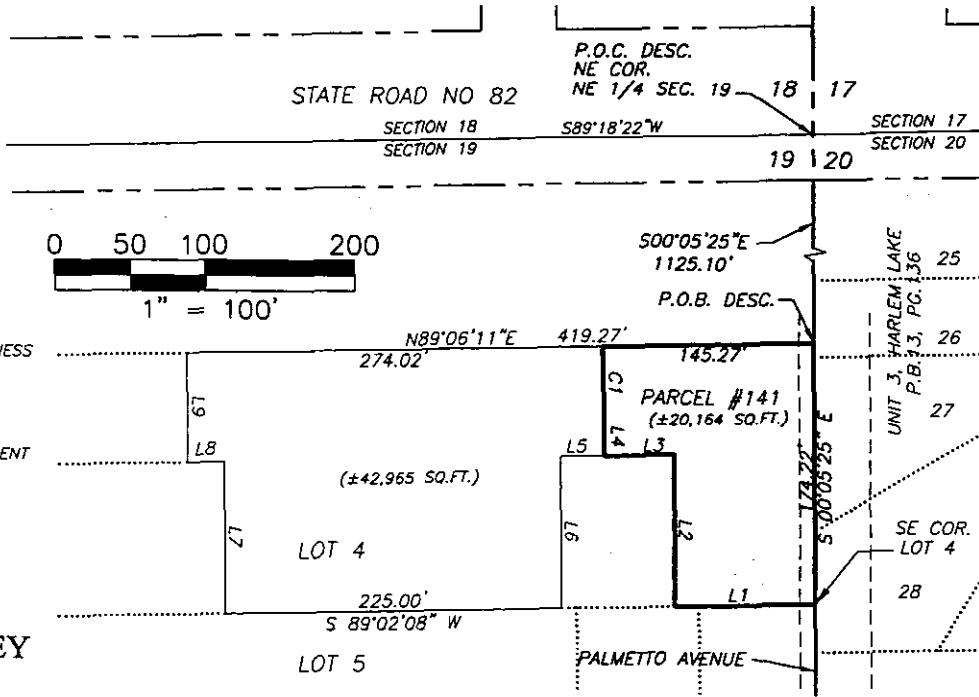
From said Point of Beginning continue S 00° 05' 25" E along said east line for 174.22 feet; thence run S 89° 02' 08" W, along the south line of said Lot 4 for 94.06 feet; thence run N 00° 10' 09" W for 100.00 feet; thence run S 89° 02' 08" W for 50.13 feet; thence run N 00° 32' 04" W for 16.29 feet to a point of curvature; thence run northwesterly along an arc of said a curve to the left of radius 2,759.50 feet (delta 01° 12' 22") (chord bearing N 00° 53' 52" W) (chord 58.09 feet) for 58.09 feet; thence run N 89° 06' 11" E for 145.27 feet to the Point of Beginning.

Parcel contains 20,164 square feet, more or less.

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

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

u:\1999\1321\surveying\outlook\Legal Sketches\Parcel 141.dwg



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: 2/4/03

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

NOTES:

2. BEARINGS ARE BASED ON THE EAST LINE OF THE N.E. 1/4 OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING S00°05'25"E.

2. PARCEL CONTAINS 20,164 SQUARE FEET, MORE OR LESS.

LINE TABLE		
LINE	LENGTH	BEARING
L1	94.06	S89°02'08"W
L2	100.00	N00°10'09"W
L3	50.13	S89°02'08"W
L4	16.29	N00°32'04"W
L5	24.87	S88°02'08"W
L6	100.00	S00°10'09"E
L7	100.00	N00°10'09"W
L8	25.00	S89°02'08"W
L9	72.71	N00°10'09"W

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD	CHORD BEARING
C1	2759.50	01°12'22"	58.09	58.09	N00°53'52"W

PARCEL NO. 141 (REVISED)  
 PARENT STRAP NO. 19-44-25-06-00004.0170  
 PART OF LOT 4 OF  
 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
08-08-02	19991321	19-44-25	1"=100'	1







January 15, 2003

**DESCRIPTION**

**DRAINAGE EASEMENT  
PART OF LOT 4  
W. STANLEY HANSONS HIGHLAND SUBDIVISION  
SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST  
CITY OF FORT MYERS  
LEE COUNTY, FLORIDA**

A tract or parcel of land located in Lot 4, 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 the Northeast Quarter (NE-1/4) of Section 19, Township 44 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the northeast corner of said fraction run S 00° 05' 25" E along the east line of said fraction for 1,125.10 feet; thence run South 89° 06' 11" West for 145.27 feet to an intersection with a non-tangent curve and the Point of Beginning.

From said Point of Beginning run southeasterly along an arc of said curve to the right of radius 2,759.50 feet (chord bearing South 01° 23' 49" East) (chord 10.00 feet) (delta 01° 12' 28") for 10.00 feet; thence run South 89° 06' 11" West for 10.00 feet to the point on a non-tangent curve; thence run northerly along an arc of said curve to the left of radius 2,749.50 feet (chord bearing North 01° 23' 55" West) (chord 10.00 feet) (delta 00° 12' 30") for 10.00 feet; thence run North 89° 06' 11" East for 10.00 feet to the Point of Beginning.

Parcel Contains 100 square feet, more or less.

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

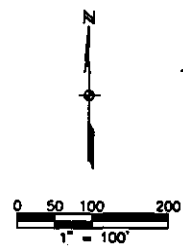
Mark G. Wentzel (For The Firm LB-642)

Professional Land Surveyor

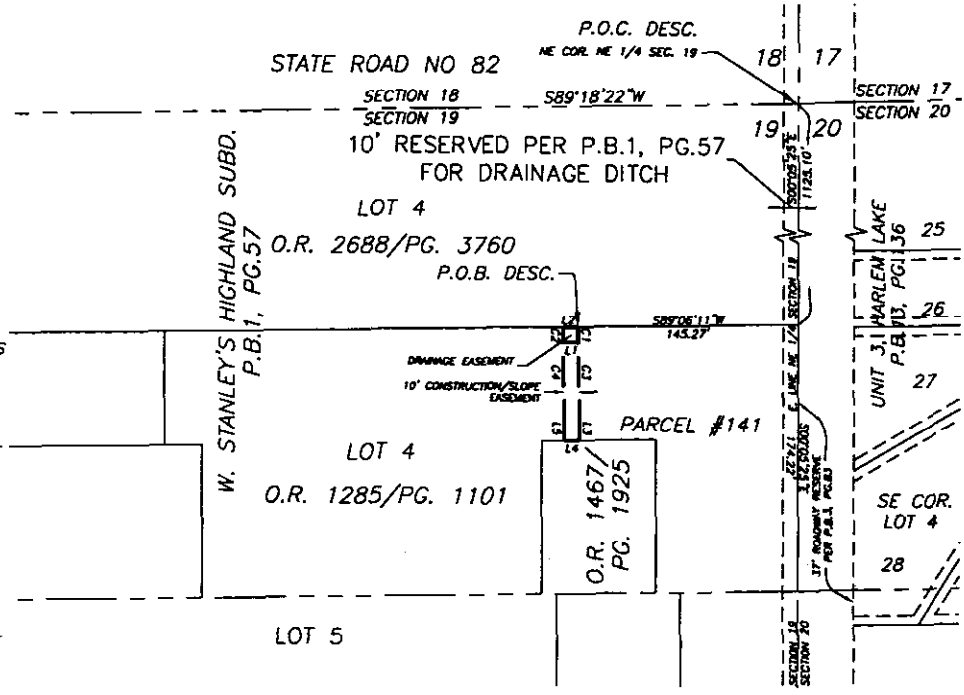
Florida Certificate No. 5247

19991321/SCE Parcel 141(b) 011503

Page 3 of 4



- 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



**LINE TABLE**

LINE	LENGTH	BEARING
L1	10.00	S89°06'11\"W
L2	10.00	N89°06'11\"E
L3	16.29	S00°32'04\"E
L4	10.00	S89°02'08\"W
L5	16.38	N00°32'04\"W

**CURVE TABLE**

CURVE	LENGTH	RADIUS	BEARING	CHORD	DELTA
C1	10.00	2759.50	S01°23'49\"E	10.00	072°28"
C2	10.00	2749.50	N01°23'55\"W	10.00	072°30"
C3	58.09	2759.50	S00°53'52\"E	58.09	172°22"
C4	58.01	2749.50	N00°53'55\"W	58.01	172°32"

THIS IS NOT A SURVEY

*Mark C. Wentzel*  
 MARK C. WENTZEL (FOR THE FIRM—L.B.642)  
 PROFESSIONAL SURVEY AND MAPPER  
 FLORIDA CERTIFICATE NO. 5247

DATE SIGNED: 2/4/03

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

- NOTES:**
- SUBJECT TO ALL EASEMENTS, RESERVATIONS, RESTRICTIONS AND RIGHTS OF WAY OF RECORD.
  - BEARINGS ARE BASED ON THE EAST LINE OF THE N.E.1/4 OF SECTION 19, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY FLORIDA AS BEING S00°05'25\"E.
  - DRAINAGE EASEMENT CONTAINS 100 SQUARE FEET, MORE OR LESS. CONSTRUCTION/SLOPE EASEMENT CONTAINS 744 SQUARE FEET, MORE OR LESS.

**10' CONSTRUCTION/SLOPE EASEMENT AND DRAINAGE EASEMENT ALONG PARCEL NO. 141**  
 PART OF LOT 4 OF W. STANLEY HANSON'S HIGHLAND SUBDIVISION  
 (PLAT BOOK 1, PAGE 57, LEE COUNTY PUBLIC RECORDS)  
 SECTION 19, TOWNSHIP 44 S., RANGE 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. #642 & L.B. #642

SKETCH TO ACCOMPANY DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
01-09-03	19991321	19-44-25	1"=100'	1

**Updated Ownership and Easement  
Search**

Search No. 21885/D

Date: July 16, 2002

Parcel: 141

Project: Palmetto Extension No. 4073

To: Michele McNeill  
Property Acquisition Agent

From: Linda K. Fleming, CLS, SRWA *LKF*  
Real Estate Title Examiner

STRAP: 19-44-25-06-00004.0170

*No changes as of 6/30/03*

Effective Date: July 8, 2002, at 5:00 p.m.

**Subject Property:** Lot 4, Hanson's Highlands Subdivision as recorded in Plat Book 1, Page 57, Public Records of Lee County, Florida. LESS the following described parcels: The North 150.61 feet, thereof, also less the South 100.00 feet of the West 250.00 feet, thereof, also less the West 225 feet of said Lot 4, less the South 100 feet and the North 150.61 feet, thereof. Together with right of ingress and egress on an existing road from said parcel to Highland Avenue.

Title to the subject property is vested in the following:

**William H. Grimsley, Jr.**

by that certain instrument dated July 5, 1978, recorded January 17, 1983, in Official Record Book 1654, Page 239, Public Records of Lee County, Florida.

**Easements:**

1. Easement granted to Florida Power & Light Company recorded in Deed Book 253, Page 443, Public Records of Lee County, Florida.
2. Utility Easement granted to Lee County recorded in Official Record Book 804, Page 601, Public Records of Lee County, Florida.
3. NOTE: The Plat of W. Stanley Hanson's High Land Subdivision recorded in Plat Book 1, Page 57, Public Records of Lee County, Florida has language describing a 10 foot drainage ditch with a fall of 9 ft. per mile. The language also states that the ditch is used for subsoil irrigation. The drainage ditch appears to abut the East line of subject property.

**Tax Status:** 2001 Ad Valorem Taxes are PAID IN FULL.

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

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

# Carlson, Norris and Associates, Inc.

APPRAISAL • CONSULTATION • REALTORS

C. William Carlson, MAI, SRA  
State Certified General Appraiser #0000667  
ccarl1@hotmail.com

J. Lee Norris, MAI, SRA  
State Certified General Appraiser #0000643  
leenor56@hotmail.com

February 4, 2003

Lee County/City of Fort Myers  
P.O. Box 398  
Fort Myers, Florida 33902  
Attention: Robert Clemens, Project Acquisition Manager

Re: Vacant Land - Partial Take & Drainage Easement  
Parcel 141 and 141D - Veronica S. Shoemaker Boulevard  
Fort Myers, Florida

Dear Mr. Clemens:

In accordance with your request, we have inspected the above referenced property for the purpose of estimating the market value of the parent tract, the remainder parcel thereby yielding a value for the part taken. This parcel is within the alignment of Veronica S. Shoemaker Boulevard.

The parent tract contains road frontage along the Thomas Street right of way south of Dr. Martin Luther King Jr. Boulevard and east of Highlands Avenue. The parent tract contains 63,129 square feet. The remainder parcel is estimated to contain 42,965 square feet. Based upon documentation provided to the appraiser the part taken contains 20,164 square feet.

This analysis has utilized the most current market value definition which is contained within the attached appraisal report. The site is being valued under market conditions existing as of the last date of physical inspection of the property. As per your request this is a **Complete-Summary Appraisal Report** which presents summary data and analysis that were used in the appraisal process to develop the appraiser's opinion of value. As this is a complete appraisal, the departure provision of the Uniform Standards of Professional Appraisal Practice was not invoked.

Based on market conditions existing as of the date of appraisal and in consideration of the property as it existed on this date, it is our opinion the parent tract warranted a market value in fee simple ownership on November 4, 2002 of:

**TWENTY TWO THOUSAND DOLLARS ..... (\$22,000.00).**

The remainder parcel has a market value as of that same date of:

**FIFTEEN THOUSAND DOLLARS ..... (\$15,000.00).**

The market value of the part taken (land only - parcel 141) as of the effective date of appraisal was:

**SEVEN THOUSAND DOLLARS ..... (\$7,000.00).**

Mr. Robert Clemens  
February 4, 2003  
Page 2

The market value of the drainage easement (parcel 141D) is:

**TWELVE DOLLARS ..... (\$12.00).**

The additional market value of the specimen sized reclanata palms within the take area is:

**THREE THOUSAND DOLLARS ..... (\$3,000.00).**

The sum total due the property owner as of November 4, 2002 is:

**TEN THOUSAND AND TWELVE DOLLARS ..... (\$10,012.00).**

This value represents all property rights to be acquired including all legally compensable diminution in value to the remaining land.

This report is made subject to certain assumptions and limiting conditions as set forth in the body of the appraisal. The analyst was engaged by the Lee County Government in association with the City of Fort Myers to prepare the appraisal of the subject property.

If you should have any questions relating to this or any other matter, please do not hesitate to call upon us.

Respectfully submitted,

CARLSON, NORRIS AND ASSOCIATES, INC.



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

# 5-Year Sales History

Parcel No. 141

Veronica S. Shoemaker Blvd. (formerly Palmetto Ave.) Extension  
Project No. 4073

**NO SALES in PAST 5 YEARS**

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



**LEE COUNTY**  
SOUTHWEST FLORIDA

**BOARD OF COUNTY COMMISSIONERS**

239.479.8505  
239.479.8391 FAX

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

Bob James  
District One

**VIA FAX TO 332-6604**

Douglas R. Bl. Comy  
District Two

June 30, 2003

Ray Judah  
District Three

Andrew W. Coy  
District Four

John E. Alblon  
District Five

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

Donald D. Stihwell  
County Manager

**RE: PARCEL 141, PALMETTO EXTENSION PROJECT**  
Request for review and sign-off on acquisition proposal

James Q. Yeager  
County Attorney

Diana M. Parker  
County Hearing  
Examiner

Dear Saeed:

The appraisal for parcel 141 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 141**

Property Owner: W. H. Grimsley, Jr.  
Appraiser: Carlson Norris and Associates, Inc.  
Appraisal Date: 2/4/03  
Appraised Amount: \$10,012  
**Binding Offer Amount: \$11,012**

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\141 City Engineer Approval.wpd