

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

**Blue Sheet No. 20020501**

**1. REQUESTED MOTION:**

**ACTION REQUESTED:** Approve the acquisition of Parcel 312, for the Imperial Street Widening Project No. 4060, in the amount of \$112,360.00, pursuant to the terms and conditions as set forth in the Agreement for Purchase and Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the purchase agreement; authorize payment of necessary costs to close; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**WHY ACTION IS NECESSARY:** The Board must formally accept all real estate conveyances to Lee County.

**WHAT ACTION ACCOMPLISHES:** The acquisition of property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain at a future date.

**2. DEPARTMENTAL CATEGORY: 06**

**3. MEETING DATE:**

**COMMISSION DISTRICT #:** 3 *C6D*

*06-11-2002*

**4. AGENDA:**

- CONSENT ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**

- (Specify)
- STATUTE 125
  - ORDINANCE \_\_\_\_\_
  - ADMIN. \_\_\_\_\_
  - OTHER \_\_\_\_\_

**6. REQUESTOR OF INFORMATION**

A. COMMISSIONER \_\_\_\_\_  
 B. DEPARTMENT Independent  
 C. DIVISION County Lands  
 BY: Karen L. W. Forsyth, Director *[Signature]*

**7. BACKGROUND:** Pursuant to an agreement with the City of Bonita Springs, the Division of County Lands has been requested by the Department of Transportation to acquire right of way for the Imperial Street Widening Project No. 4060. The project consists of a four-lane divided highway with sidewalks from Bonita Beach Road to East Terry Street.

This acquisition consists of the fee interest in improved property, further identified as Strap No. 36-47-25-B3-01200.1810, located at 27801 Imperial Street in Bonita Springs. The owners of Parcel 312, Jonathan Calianos and Jason Calianos, have agreed to sell the subject property for \$112,360.00. The County is to pay \$1,500.00 moving allowance, \$833.00 appraisal reimbursement and closing costs of approximately \$1,750.00. Sellers are responsible for real estate broker and attorney fees, if any.

The appraised value of the property is \$106,000.00. The appraisal was performed by Michael J. Christensen of W. Michael Maxwell and Associates, Inc.

County staff is of the opinion that the purchase price increase of \$6,360.00 above the appraised value can be justified based on the real estate market activity in this geographic area. Also, considering the costs associated with condemnation proceedings estimated to be between \$4,000 - \$7,000, excluding land value, staff recommends the Board approve the Requested Motion.

Funds are available in Account 20406063000.506110

**ATTACHMENTS:**

- Purchase Agreement
- Title Search
- Appraisal
- Sales History
- Approval Letter from City of Bonita Springs

- 204060 - Imperial Street
- 63000 - City of Bonita Springs Impact Fees
- 506110 - Land and Court of Registry Deposits

**8. MANAGEMENT RECOMMENDATIONS:**

**9. RECOMMENDED APPROVAL:**

A Department Director	B Purchasing or Contracts	C Human Resources	D Other DOT	E County Attorney	F Budget Services				G County Manager
<i>K. Forsyth</i>			<i>DOT \$1200</i>	<i>5/23/02</i>	OA	OM	RISK	GC	<i>5/24/02</i>
					<i>5/23/02</i>	<i>5/23/02</i>	<i>5/24</i>	<i>5/23/02</i>	<i>5/24/02</i>

**10. COMMISSION ACTION:**

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty  
 Date: *5/23/02*  
 Time: *1145*  
 Forwarded To: *ADMIN*  
*5/23-02 1:02*

RECEIVED BY  
 COUNTY ADMIN. *PMC*  
*5/23/02*  
*2:30 PM EW*  
 BY: *[Signature]*  
 DATE: *5/24*

This document prepared by

Lee County  
County Lands Division  
Project: Imperial Street Widening  
Project, No. 4060  
Parcel: 312  
STRAP No.: 36-47-25-B3-01200.1810

*ORIG*

BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

THIS AGREEMENT for purchase and sale of real property is made this 25<sup>th</sup> day of March, 2002 by and between Jason Calianos and Jonathan Calianos, as tenants in common, hereinafter referred to as SELLER, whose address is 55 Beal Street, Hingham, MA 02043, 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 .157 acres more or less, and located at 27801 Imperial Street, Bonita Springs, FL 34135 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Imperial Street Widening Project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be One Hundred ~~Nine~~ <sup>Twelve</sup> Thousand ~~Two~~ <sup>Three</sup> Hundred and ~~No~~ <sup>Sixty and</sup> 100 (~~\$109,200.00~~), payable at closing by County Warrant.

*JCC*

~~112,360.00~~  
112,360 *JCC*

*cc*  
*cc*  
*Sixty and*

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYERS expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of purchase price, 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);
- (c) documentary stamps on Deed.

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.

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 the 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 or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations 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 hereby 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 90 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.

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

Page 6 of 6

WITNESSES:

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

*Leslie G. Waterman*  
\_\_\_\_\_  
*Kristen C. Batty*  
\_\_\_\_\_

SELLER:

*[Signature]*  
\_\_\_\_\_  
Jason Calianos (DATE) *3/25/02*

*[Signature]*  
\_\_\_\_\_  
Jonathan Calianos (DATE) *3/25/02*

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)

SPECIAL CONDITION

BUYER: Lee County

SELLER: Jason Callianos and Jonathan Calianos

PARCEL NO. 312

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.

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. SELLER to remove all personal property from premises prior to cloaing.

Upon the Buyer's written acceptance of this Agreement, SELLER(S) 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.

Seller will cause the current tenant to vacate the property 3 days prior to closing. Buyer agrees to pay Seller \$1,500.00, as a moving allowance for the tenant, at the closing.

At closing, Buyer shall pay Seller \$833 - for Affairnet Costs. JCC JCC

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 Appliances, Window Treatments, Ceiling fans, Dining room light, Hall light,

Items that may be replaced: None Jacuzzi Tub + Faucet. JCC JCC

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.


The property is not now and has never been the homestead of the Sellers, nor is it contiguous to the homestead of the Sellers.


SELLER agrees not to request to be connected to cental sewer. In the event Bonita Springs Utilities insists on connecting subject property to cental sewer, BUYER agrees to pay principal portion of the connection fee or assessment in addition to the Purchase Price.

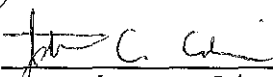
WITNESSES:

SELLER:

\_\_\_\_\_

 3/25/02  
Jason Calianos (DATE)



 3/25/02  
Jonathan Calianos (DATE)



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

CHARLIE GREEN, CLERK

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

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

APPROVED AS TO LEGAL FORM  
AND SUFFICIENCY

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



**EXHIBIT "A"**  
**Parcel No. 312**

A tract or parcel of land lying and being in the SW 1/4 of the SE 1/4 of Section 36, Township 47 South, Range 25 East, Lee County, Florida, and being more particularly described as follows: Commencing at the S 1/4 corner of Section 36, Township 47 South, Range 25 East, Lee County, Florida; thence northerly along the N and S 1/4 line of said Section 1053 feet for a place of beginning; thence easterly deflecting 89°42' to the right 145 feet; thence southerly deflecting 90°18' to the right 82 feet; thence W deflecting 89°42' to the right 145 feet to the N and S 1/4 line of said Section 36; thence northerly along the N and S 1/4 line deflecting 90°18' to the right 82 feet to the place of beginning; subject to an access easement over the westerly 25 feet and the northerly 25 feet; this parcel is also known as **Lot 181, Imperial Gate, an unrecorded subdivision.**

**Division of County Lands**

**Updated In House Title Search**

Search No. 21572/A

Date: May 9, 2002

Parcel: 312

Project: Imperial Street Widening

Project #4060

To: Michael J. O'Hare  
Property Acquisition Agent

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

STRAP: 36-47-25-B3-01200.1810

An update has been requested of In House Title Search No.21572/A which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through April 30, 2002, at 5:00 p.m.

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

Title to the subject property is vested in the following:

**Jason Calianos and Jonathan Calianos, as tenants in common**

by that certain instrument dated December 7, 1988, recorded January 9, 1989, in Official Record Book 2041, Page 1630, 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. Access easement over the Westerly twenty-five feet (25 ft.) and the Northerly twenty-five feet (25 ft.) of subject property, as recited on instrument in Official Record Book 271, Page 389, Public Records of Lee County, Florida; The current titleholders are the fee owners of the portion of the parcel being used as roadways.
3. Grant of Utility Easement to Bonita Springs Utilities, Inc., over and across the North 25 feet of the East 120 feet of the West 145 feet of subject property, as recorded in Official Record Book 3430, Page 3672, Public Records of Lee County, Florida.

NOTE: A deed in the back chain recorded in Official Record Book 85, Page 551, appears to be describing a larger parcel less property previously conveyed, however, the information contained in the legal description is incomplete; this must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

**Division of County Lands**

**Updated In House Title Search**  
Search No. 21572/A  
Date: May 9, 2002  
Parcel: 312  
Project: Imperial Street Widening  
Project #4060

**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 312

Project: Imperial Street Widening Project #4060

Search No. 21572/A

A tract or parcel of land lying and being in the SW 1/4 of the SE 1/4 of Section 36, Township 47 South, Range 25 East, Lee County, Florida, and being more particularly described as follows: Commencing at the S 1/4 corner of Section 36, Township 47 South, Range 25 East, Lee County, Florida; thence northerly along the N and S 1/4 line of said Section 1053 feet for a place of beginning; thence easterly deflecting  $89^{\circ}42'$  to the right 145 feet; thence southerly deflecting  $90^{\circ}18'$  to the right 82 feet; thence W deflecting  $89^{\circ}42'$  to the right 145 feet to the N and S 1/4 line of said Section 36; thence northerly along the N and S 1/4 line deflecting  $90^{\circ}18'$  to the right 82 feet to the place of beginning; subject to an access easement over the westerly 25 feet and the northerly 25 feet; this parcel is also known as **Lot 181, Imperial Gate, an unrecorded subdivision.**

**UNIFORM RESIDENTIAL APPRAISAL REPORT**

File No. 02-001b

3-13-02

Property Description: **Imperial Street** City **Bonita Springs** State **FL** Zip Code **34135**

Legal Description: **PrclSW1/4,SE1/4of36-47-25adscOR1981Pa275lessrd/waka1181,ImperialGates County Lee**

Assessor's Parcel No. **36-47-25-B3-01200-1810** Tax Year **2001** R.E. Taxes \$ **1,548.33** Special Assessments \$ **0.00**

Borrower **N/A** Current Owner **Jason & Jonathon Calianos** Occupant:  Owner  Tenant  Vacant

Property rights appraised:  Fee Simple  Leasehold Project Type:  PUD  Condominium (HUD/VA only) HOA \$ **N/A** /Mo.

Neighborhood or Project Name: **Imperial Gates** Map Reference **36-47-25** Census Tract **505**

Sale Price \$ **N/A** Date of Sale **N/A** Description and \$ amount of loan charges/concessions to be paid by seller **N/A**

Lender/Client: **Jonathon Calianos** Address **116 South Street, Upton, MA 01568-1406**

Appraiser: **M Christensen & W Michael Maxwell** Address **2550 First Street, Ft. Myers, FL 33901**

Location	<input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural	Predominant occupancy	<input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vac.(over 5%)	Single family housing PRICE \$(000)	AGE (yrs)	Present land use %	Land use change
Built up	<input type="checkbox"/> Over 75% <input checked="" type="checkbox"/> 25-75% <input type="checkbox"/> Under 25%			40	Low	One family 60	<input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely
Growth rate	<input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow			250	High	2-4 family 10	<input type="checkbox"/> In process
Property values	<input type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining				60	Multi-family 5	To:
Demand/supply	<input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply					Commercial 10	
Marketing time	<input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos.					Vacant 15	

**Note: Race and the racial composition are not appraisal factors.**

Neighborhood boundaries and characteristics: **The neighborhood is bounded on the north by E. Terry Street, on the east by I-75, on the south by Bonita Beach Road, and on the west by Old US 41.**

Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): **The subject is located north of Bonita Beach Road on Imperial Street in Bonita Springs. This is an area of average to good quality, generally well maintained improvements. There is convenient access to shopping and Gulf of Mexico beaches. I-75 and Bonita Springs Elementary School are located nearby. Lee County is currently purchasing improved sites on Imperial Street so as to provide for its eventual widening and transformation into a major north/south thoroughfare. No apparent adverse marketability factors were noted.**

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.): **Most improvements in this area sell with conventional financing or cash. The winter (tourist) season is the peak marketing time for properties in Southwest Florida.**

**Project Information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)?**  Yes  No  N/A

Approximate total number of units in the subject project: **N/A** Approximate total number of units for sale in the subject project: **N/A**

Describe common elements and recreational facilities: **N/A**

Dimensions	<b>57 x 120</b>	Topography	<b>Level</b>
Site area	<b>6,840sf</b>	Size	<b>Typical</b>
Specific zoning classification and description	<b>TFC-2, Two Family Conservation</b>	Shape	<b>Rectangular</b>
Zoning compliance	<input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning	Drainage	<b>Average</b>
Highest & best use as improved:	<input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain)	View	<b>Typical</b>
Utilities	Public <input checked="" type="checkbox"/> Other <input type="checkbox"/>	Landscaping	<b>Average</b>
Electricity	<input checked="" type="checkbox"/>	Driveway Surface	<b>Concrete</b>
Gas	<input type="checkbox"/>	Apparent easements	<b>Average Utility</b>
Water	<input checked="" type="checkbox"/>	FEMA Special Flood Hazard Area	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
Sanitary sewer	<input type="checkbox"/> Septic	FEMA Zone	<b>B</b> Map Date <b>11/89</b>
Storm sewer	<input type="checkbox"/>	FEMA Map No.	<b>125124 0510C</b>

Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): **The site is typical for the area. No apparent adverse easements, encroachments or other adverse factors were noted. It is not unusual for improved sites to be serviced by septic systems in this area.**

GENERAL DESCRIPTION	EXTERIOR DESCRIPTION	FOUNDATION	BASEMENT	INSULATION
No. of Units: <b>1</b>	Foundation: <b>Concrete</b>	Slab: <b>Concrete</b>	Area Sq. Ft.: <b>N/A</b>	Roof: <input type="checkbox"/>
No. of Stories: <b>1</b>	Exterior Walls: <b>CBS</b>	Crawl Space: <b>No</b>	% Finished: <b>N/A</b>	Ceiling: <input checked="" type="checkbox"/>
Type (Det./Att.): <b>Detached</b>	Roof Surface: <b>Asphalt/Shingle</b>	Basement: <b>N/A</b>	Ceiling: <b>N/A</b>	Walls: <input checked="" type="checkbox"/>
Design (Style): <b>Rambler</b>	Gutters & Dwnspnts: <b>None</b>	Sump Pump: <b>N/A</b>	Walls: <b>N/A</b>	Floor: <input type="checkbox"/>
Existing/Proposed: <b>Existing</b>	Window Type: <b>Aluminum</b>	Dampness: <b>None Apparent</b>	Floor: <b>N/A</b>	None: <input type="checkbox"/>
Age (Yrs.): <b>9</b>	Storm/Screens: <b>Screens</b>	Settlement: <b>None Apparent</b>	Outside Entry: <b>N/A</b>	Unknown: <input type="checkbox"/>
Effective Age (Yrs.): <b>9</b>	Manufactured House: <b>No</b>	Infestation: <b>None Apparent</b>		

ROOMS	Foyer	Living	Dining	Kitchen	Den	Family Rm.	Rec. Rm.	Bedrooms	# Baths	Laundry	Other	Area Sq. Ft.
Basement												<b>N/A</b>
Level 1		<b>1</b>	<b>Area</b>	<b>1</b>				<b>2</b>	<b>2</b>			<b>1,255</b>
Level 2												

Finished area above grade contains: **4 Rooms; 2 Bedroom(s); 2 Bath(s); 1,255 Square Feet of Gross Living Area**

INTERIOR	HEATING	KITCHEN EQUIP.	ATTIC	AMENITIES	CAR STORAGE:
Floors: <b>Carpet/Tile*</b>	Type: <b>Frod.</b>	Refrigerator: <input type="checkbox"/>	None: <input type="checkbox"/>	Fireplace(s) #: <input type="checkbox"/>	None: <input type="checkbox"/>
Walls: <b>Drywall*</b>	Fuel: <b>Elec.</b>	Range/Oven: <input checked="" type="checkbox"/>	Stairs: <input type="checkbox"/>	Patio: <input type="checkbox"/>	Garage: <input type="checkbox"/>
Trim/Finish: <b>Average*</b>	Condition: <b>Avg.</b>	Disposal: <input checked="" type="checkbox"/>	Drop Stair: <input type="checkbox"/>	Deck: <input type="checkbox"/>	Attached: <input type="checkbox"/>
Bath Floor: <b>Tile*</b>	COOLING	Dishwasher: <input checked="" type="checkbox"/>	Scuttle: <input checked="" type="checkbox"/>	Porch: <input type="checkbox"/>	Detached: <input type="checkbox"/>
Bath Wainscot: <b>Tile*</b>	Central: <b>Frod.</b>	Fan/Hood: <input checked="" type="checkbox"/>	Floor: <input type="checkbox"/>	Fence: <input type="checkbox"/>	Built-in: <input type="checkbox"/>
Doors: <b>Hollow core*</b>	Other: <b>None</b>	Microwave: <input type="checkbox"/>	Heated: <input type="checkbox"/>	Pool: <input type="checkbox"/>	Carport: <b>1C Carport</b>
*Average condition	Condition: <b>Avg.</b>	Washer/Dryer: <input type="checkbox"/>	Finished: <input type="checkbox"/>	Cvrd. Entry: <input checked="" type="checkbox"/>	Driveway: <input type="checkbox"/>

Additional features (special energy efficient items, etc.): **44sf covered entry, tinted windows, heat recovery unit, ridge vent, vaulted ceiling, Berber carpet, domed kitchen ceiling, and jacuzzi tub in living-dining area.**

Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: **The improvements are in overall average condition. There is a jacuzzi tub in the living-dining area that is viewed as functionally obsolescent. The improvements also need to be painted on the exterior, and there is an apparent roof leak in the living-dining area. The appraisal assumes that any water damage is confined to what is visually apparent, and that the leak may be repaired at minimal cost.**

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 apparent adverse environmental conditions were noted.**

**UNIFORM RESIDENTIAL APPRAISAL REPORT**

Valuation Section

ESTIMATED SITE VALUE	17,000	= \$	17,000
ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS:			
Dwelling 1,255 Sq. Ft. @ \$ 60.00		= \$	75,300
Sq. Ft. @ \$		=	
Cvrd. entry		=	528
Garage/Carport 280 Sq. Ft. @ \$ 10.00		=	2,800
Total Estimated Cost New		= \$	78,628
Less Physical Depreciation 10,112			
Less Functional Depreciation 500			
Less External Depreciation			
Depreciated Value of Improvements		= \$	68,016
*As-Is* Value of Site Improvements		= \$	9,000
<b>INDICATED VALUE BY COST APPROACH</b>		= \$	<b>94,000</b>

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): See attached addenda.

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	27801 Imperial Street Bonita Springs	11556 Pawley Avenue Bonita Springs	27152 Forest Park Avenue Bonita Springs	10690 Crockett Street Bonita Springs
Proximity to Subject		.1 mile SE	1.4 miles NW	.8 mile NW
Sales Price	\$ N/A	\$ 98,000	\$ 117,000	\$ 94,500
Price/Gross Living Area	\$ N/A	\$ 84.19	\$ 105.69	\$ 73.60
Data and/or Verification Source	Inspection	ClsdNotRrd, MLS, Property Appraiser	OR 3524-3476, MLS, Property Appraiser	OR 3415-4773, MLS, Property Appraiser
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.	DESCRIPTION +(-)\$ Adjust.
Sales or Financing Concessions		Conv.	Conv.	FHA, Seller Pd. -4,600 \$4,600 CC
Date of Sale/Time		12/01, 93 DOM	11/01, 141 DOM	5/01, 177 DOM
Location	Bonita Springs	Bonita Springs	Bonita Springs	Bonita Springs
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	57 x 120	75 x 132 -5,500	60 x 104	75 x 100 -5,500
View	Typical	Typical	Typical	Typical
Design and Appeal	Rambler	Rambler	Rambler	Rambler
Quality of Construction	Average/TileFlr	Average/TileFlr	Average/TileFlr	Avg./InflrCvr +1,000
Age	9 Yrs/Eff. 9	15 Yrs/Eff. 15 +6,400	4 Yrs/Eff. 3 -7,200	41 Yrs/Eff. 25 +18,400
Condition	Average	Average	Abv. Average	Abv. Average
Above Grade Room Count	Total : Bdrms : Baths 4 : 2 : 2	Total : Bdrms : Baths 5 : 3 : 2	Total : Bdrms : Baths 5 : 3 : 2	Total : Bdrms : Baths 6 : 4 : 2
Gross Living Area	1,255 Sq. Ft.	1,164 Sq. Ft. +2,700	1,107 Sq. Ft. +4,400	1,250 Sq. Ft.
Basement & Finished Rooms Below Grade	Upgrades Septic	Upgrades Sewer Assssmnt	Sim+Sec.System Sewer Assssmnt	Upgrades Sewer Assssmnt
Functional Utility	Jac/TubInLivDin	Superior -500	Superior -500	Superior -500
Heating/Cooling	Central	Central	Central	Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	1-C Carport	Open +1,500	1-C Garage -2,000	Open +1,500
Porch, Patio, Deck, Fireplace(s), etc.	No Porch Appliances	Scr. Porch Appliances -1,000	No Porch Appliances	No Porch Appliances
Fence, Pool, etc.	None	None	Wood Fence -500	None
Site Improvements	Average	Average	Average	Average
Net Adj. (total)		⊗+ □- \$ 3,600	⊗+ □- \$ 6,800	⊗+ □- \$ 10,300
Adjusted Sales Price of Comparable		\$ 101,600	\$ 110,200	\$ 104,800

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

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 within 1 year per LCPA	No previous sale within 1 year per the Lee County Property Appraiser	No previous sale within 1 year per the Lee County Property Appraiser	No previous sale within 1 year per the Lee County Property Appraiser

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: Neither the subject nor any of the three comparable improvements has sold previously during the past year.

**INDICATED VALUE BY SALES COMPARISON APPROACH** \$ 106,000

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

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: See attached addenda.

Final Reconciliation: It was not possible to perform an Income Approach due to a lack of rental data. The Sales Comparison Approach receives more emphasis than the Cost Approach since it directly measures attitudes of buyers and sellers in the marketplace.

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 N/A).

I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF January 31, 2002

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 106,000

APPRaiser: State-Certified Residential Appraiser 0001526  
Signature: *Michael J. Christensen*  
Name: Michael J. Christensen  
Date Report Signed: January 31, 2002  
State Certification #: 0001526  
Or State License #: State FL

SUPERVISORY APPRAISER (ONLY IF REQUIRED): St. Cert. Gen. REA 0000055  
Signature: *W. Michael Maxwell*  
Name: W. Michael Maxwell, SRA, MAI  
Date Report Signed: January 31, 2002  
State Certification #: 0000055  
Or State License #: State FL

Borrower/Client	Jonathon Calianos		
Property Address	27801 Imperial Street		
City	Bonita Springs	County	Lee
		State	FL
		Zip Code	34135
Lender	N/A		

This appraisal is a summary report.

This appraisal report is prepared for the sole and exclusive use of the appraiser's client Jonathon Calianos. No third parties are authorized to rely upon this report without the express written consent of the appraiser.

#### Comments on Cost Approach

Cost estimates were taken from actual costs of local builders. Depreciation was taken from the age life method. Site improvements include: grass, landscaping, concrete drive, septic, and walk.

#### Sales Comparison Comments

Due to a scarcity of recent, nearby sales of improvements similar to the subject, it was necessary to search farther back than six months for Sale #3, and more than one mile for Sale #2. An across-the-board adjustment for functional utility was required. Sale #3 had gross adjustments greater than 25%. This was primarily due to a large (greater than 10%) effective age adjustment for this comparable. Age and condition were combined in an estimation of effective age. The three comparables were adjusted accordingly. Sale #3 was adjusted for financing concessions since it sold with an FHA mortgage with the seller shouldering closing costs beyond what is typical. All three sales received equal weight.

#### Conditions of Appraisal

There are no conditions to be met to uphold the value estimate. The appraisal assumes that any water damage from an apparent roof leak is confined to what is observable from the living-dining area, and that the leak may be repaired at minimal cost. The owner suggested to us that the subject may have additional value due to his ownership of two improved sites and a potential third buildable site immediately south of the subject. It was his opinion that the three (potentially four) adjoining properties formed a "compound" that was unique for the area. We were not able to either confirm or refute his opinion through our research.

# 5-Year Sales History

Parcel No. 312

Imperial Street Widening

Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N

**NOTE:**

**NO SALES IN PAST FIVE YEARS**





MAY 09 2002  
CITY OF BONITA SPRINGS

*City of  
Bonita Springs*

May 8, 2002

9220 BONITA BEACH ROAD  
SUITE 111  
BONITA SPRINGS, FL 34135  
TEL: (941) 390-1000  
FAX: (941) 390-1004

Mr. Michael J. O'Hare  
Property Acquisition Agent  
Lee County Department of Public Works  
P.O. Box 398  
Fort Myers, Florida 33902-0398

**Paul D. Pass**  
Mayor

RE: Parcel 312, 27801 Imperial Street  
Owner-Jason and Jonathan Calianos

**Wayne P. Edsall**  
Councilman  
District One

Dear Mr. O'Hare:

**Jay Arend**  
Councilman  
District Two

I have reviewed the information you provided for this parcel and agree that the negotiated price of \$112,360.00 plus moving costs of \$1,500.00 and \$833.00 for appraisal fees is reasonable.

**R. Robert Wagner**  
Councilman  
District Three

If you need further information, please contact me otherwise I trust this letter is sufficient.

**John C. Warfield**  
Councilman  
District Four

Respectfully,

**David T. Piper, Jr.**  
Councilman  
District Five

Gary A. Price  
City Manager

**Ben L. Nelson, Jr.**  
Councilman  
District Six

GAP/kw

**Gary A. Price**  
City Manager

cc: Ben Nelson, Councilman District 6  
Audrey Vance, City Attorney  
Dianne J. Lynn, City Clerk  
Karen L.W. Forsyth, County Lands Director  
Robert G. Clemens, Acquisition Program Manager  
Nicole Maxey, PE, DOT Project Manager

**Audrey E. Vance**  
City Attorney