

Lee County Board Of County Commissioners

Blue Sheet No. 20070446

Agenda Item Summary

**1. ACTION REQUESTED/PURPOSE:** Approve the acquisition of real estate identified by Tax STRAP Numbers 04-44-25-17-0000A.0060 and 04-44-25-17-0000A.0070 in East Fort Myers for the Schandler Park Improvements Project No. 1758, in the amount of \$225,000, pursuant to the terms and conditions as set forth in the Purchase Agreement; authorize payment of necessary fees and costs to close; and authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

**2. FUNDING SOURCE:** Fund: Impact Fee/Community Park/Fort Myers; Program: Capital Improvement; Project: Schandler Hall Improvement/Land Acquisition **and** Fund: Impact Fee/Community Park/Alva; Program: Capital Improvement; Project: Schandler Hall Improvement/Land Acquisition

**3. WHAT ACTION ACCOMPLISHES:** Allows the County to proceed with the project and avoids Eminent Domain proceedings.

**4. MANAGEMENT RECOMMENDATION:** Approve

**5. Departmental Category:** 06

C66

**6. Meeting Date:** APR 03 2007

**7. Agenda:**  
 Consent  
 Administrative  
 Appeals  
 Public  
 Walk-On

**8. Requirement/Purpose: (specify)**  
 Statute 73 & 125  
 Ordinance  
 Admin. Code  
 Other Blue Sheet # 20060806

**9. Request Initiated:**  
**Commissioner**  
**Department** Independent  
**Division** County Lands TLM  
**By:** Karen Forsyth, Director

**10. Background:** Additional property is needed for the expansion of Schandler Park in East Fort Myers. The potential sites for expansion are limited due to surrounding developed neighborhoods.

Negotiated for: Department of Parks and Recreation.

Interest to Acquire: Fee Simple acquisition, including a building utilized as the Lions Club meeting facility

Property Details:

**Owner:** TI-LI, Inc., a Florida non-profit Corporation  
**Address:** 300-310 Florence Avenue, Fort Myers, FL 33905

Purchase Details:

**Purchase Price:** \$225,000  
**Costs to Close:** \$3,000

Appraisal Information:

**Company:** Maxwell & Hendry Valuation Services, Inc., by W. Michael Maxwell, MAI, SRA  
**Appraised Value:** \$187,000  
**Date of Appraisal:** March 22, 2006

Staff Recommendation: On June 27, 2006, the Board of County Commissioners approved making a binding offer in the amount of \$206,000 for this parcel. The owner countered at \$296,000, however, through negotiations, has now agreed to a purchase price of \$225,000, inclusive of attorney fees, if any.

County Lands conferred with the County Attorney's Office, and due to costs associated with condemnation proceedings, potential land value increases, attorney and expert fees/costs, it was determined that a settlement amount of \$225,000 is reasonable.

Accounts: 20175818601.506110 and 20175818621.506110

Attachments: Purchase Agreement, Affidavit of Interest in Real Property, Title Data, Appraisal Data (Location Map Included); 5-Year Sales History

**11. Review for Scheduling:**

Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney	Budget Services				County Manager/P.W. Director
					Analyst	Risk	Grants	Mgr.	
[Signature]			[Signature]	[Signature]	[Signature]	[Signature]	[Signature]	[Signature]	[Signature]

**12. Commission Action:**

Approved  
 Deferred  
 Denied  
 Other

CO. ATTY.  
 FORWARDED  
 TO CO. MGR.  
 3/22/07

RECEIVED BY  
 COUNTY ADMIN:  
 3/ 9:45 AM  
 122  
 COUNTY ADMIN  
 FORWARDED TO:

Rec. by CoAtty  
 Date: 3/22/07  
 Time: 8:45 AM  
 Forwarded To:

This document prepared by  
Lee County Division of County Lands  
Project: Schandler Park Expansion No. 1758  
STRAP Nos.: 04-44-25-17-0000A.0060 and 04-44-25-17-0000A.0070

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 16 day of March, 2007, by and between TI-LI, Inc., a Florida non-profit corporation, hereinafter referred to as SELLER, whose address is Post Office Box 50901, Fort Myers, Florida 33905, 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 23,800 square feet, more or less, and located at 300-310 Florence 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 Schandler Park Expansion, 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 Two Hundred Twenty-Five Thousand and 00/100 (\$225,000), 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 the 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).

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 120 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:

Patricia Crew

June McGarity

Patricia Crew

June McGarity

CHARLIE GREEN, CLERK

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

**SELLER:**

TI-LI, Inc., a Florida non-profit corporation

By: Richard McGarity 3-16-07  
(DATE)

Richard McGarity - Chairman  
Name and Title

By: Leon Crews 3/16/07  
(DATE)

Leon Crews - Director  
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)

**SPECIAL CONDITIONS**

**BUYER:** Lee County

**SELLER:** TI-LI, Inc., a Florida non-profit corporation

**STRAP NOS.** 04-44-25-17-0000A.0060 and 04-44-25-17-0000A.0070

- 1) 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 (March 22, 2006).
- 2) Buyer's authorized agent will inspect the building 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.
- 3) Upon the Buyer's written acceptance of this Agreement, Seller hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property.
- 4) 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:** Chain link fence, and any personal property

- 5) All removal and/or replacements must be done in good workmanship manner and no part of the structure damaged including, but not limited to, holes in walls, ceilings, or exterior.

WITNESSES:

Patricia Crew

Jane McGarity

Patricia Crew

Jane McGarity

**SELLER:**

TI-LI, Inc., a Florida non-profit corporation

By: Richard McGarity 3-16-07  
(DATE)

Name/Title: Richard McGarity - Chairman

By: Leon Crews 3/16/07  
(DATE)

Name/Title: Leon Crews - Director

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)

## **EXHIBIT "A"**

Schandler Park Expansion, Project No. 1758

Strap Nos. 04-44-25-17-0000A.0060 and 0070

The South 20 feet of Lot 5, and all of Lots 6, 7, and 8, Block A, of that certain subdivision known as BOULEVARD HEIGHTS, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 5, Page 81.



AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this 16 day of March, 2007, for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:

The Name of the Grantor is:

TI-LI, Inc., a Florida non-profit corporation  
300 Florence Avenue  
Post Office Box 50901  
Fort Myers, Florida 33994

The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:

1. None
2. \_\_\_\_\_
3. \_\_\_\_\_
4. \_\_\_\_\_

The real property to be conveyed to Lee County is known as: See Attached Exhibit "A".

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences:

Patricia Crews  
Witness Signature

PATRICIA CREWS  
Printed Name

June McGarity  
Witness Signature

JUNE MCGARITY  
Printed Name

TI-LI, Inc., a Florida non-profit corporation

By: Leon Crews  
Signature of Affiant

LEON CREWS  
Printed Name

Director  
Title

Affidavit of Interest in Real Property

STRAP: 04-44-25-17-0000A.0060 & ~A.0070  
Project: Schandler Park Expansion No. 1758

STATE OF FL

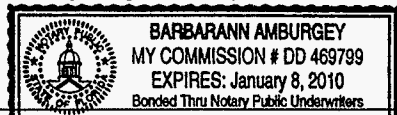
COUNTY OF Lee

SWORN TO AND SUBSCRIBED before me this 16<sup>th</sup> day of March, 2007, by  
Leon Crews  
(Name and Title)

of TI-LI, Inc, a Florida non-profit corporation, on behalf of the corporation.

Barbara Amburgey  
(Notary Signature)

(SEAL)



(Print, type or stamp name of Notary)

Personally known X  
OR Produced Identification \_\_\_\_\_  
Type of Identification \_\_\_\_\_

## EXHIBIT "A"

Schandler Park Expansion, Project No. 1758

Strap Nos. 04-44-25-17-0000A.0060 and 0070

The South 20 feet of Lot 5, and all of Lots 6, 7, and 8, Block A, of that certain subdivision known as BOULEVARD HEIGHTS; according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 5, Page 81.

**Division of County Lands**

**Updated Ownership and Easement Search**

Search No. 04-44-25-17-0000A.0060 and .0070

Date: February 7, 2007

Parcel:

Project: Schandler Park Expansion, #1758

To: Teresa L. Mann, SRWA  
Property Acquisition Agent

From: Bill Abramovich *BA*  
Real Estate Title Examiner

STRAP: 04-44-25-17-0000A.0060 and .0070

Effective Date: January 30, 2007, at 5:00 p.m.

**Subject Property:** The South 20 feet of Lot 5, and all of Lots 6, 7 and 8, Block A, of that certain subdivision known as BOULEVARD HEIGHTS, according to the map or plat thereof on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 5, Page 81.

Title to the subject property is vested in the following:

**TI-LI, Inc., a Florida non-profit corporation**

By that certain instrument dated January 19, 1966, recorded March 23, 1966, in Official Record Book 347, Page 857, and that certain instrument dated October 22, 1979, recorded October 24, 1979 in Official Record Book 1385, Page 156, Public Records of Lee County, Florida.

**Easements:**

None found of record.

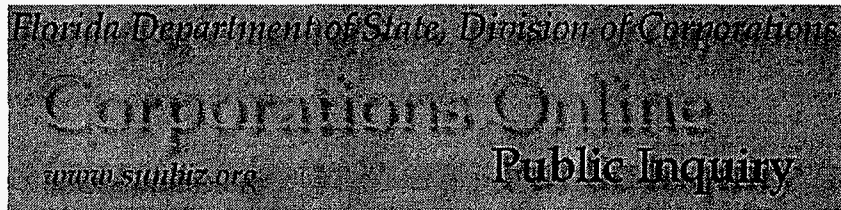
NOTE (1): Resolution pertaining to East Lee County Sewer System, recorded in Official Record Book 1669, Page 3414, Public Records of Lee County, Florida.

NOTE (2): Lee County Ordinances relating to garbage and solid waste collection, recorded in Official Record Book 2189, Pages 3281 and 3334, Public Records of Lee County Florida.

**Tax Status:** 2006 Taxes in the amount of \$78.43 have been paid on November 8, 2006 for Strap Number 04-44-25-17-0000A.0060; Zero Taxes have been assessed for Strap number 04-44-25-17-0000A.0070.

*(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.**



**Florida Non Profit**

**TI-LI, INC.**

**PRINCIPAL ADDRESS**

300 FLORENCE AVENEU  
 P. O. BOX 50901  
 TICE FL 33994 US  
 Changed 04/12/1996

**MAILING ADDRESS**

300 FLORENCE AVE  
 P. O. BOX 50901  
 TICE FL 33994 US  
 Changed 04/12/1996

**Document Number**  
 709784

**FEI Number**  
 253909335

**Date Filed**  
 10/20/1965

**State**  
 FL

**Status**  
 ACTIVE

**Effective Date**  
 NONE

**Registered Agent**

Name & Address
BROCK, MALCOLM C. 4180 ELLIS ROAD FT. MYERS FL 33905
Name Changed: 06/11/1986
Address Changed: 03/09/2000

**Officer/Director Detail**

Name & Address	Title
BROCK, MALCOLM C 4180 ELLIS ROAD  FT MYERS, FL 00000	S
ROBERTS, D 287 GIRNADA BLVD	T

FT MYERS, FL 00000	
AMMON, BENJIMIN 4641 UNDERWOOD DRIVE FT MYERS FL	D
MCGARITY, RICHARD 4325 ORANGEWOOD AVE FORT MYERS FL 33901	C
CREWS, LEON 4730 LONGLAKE DR FORT MYERS FL	D
GOULD, SIDNEY 568 PROSPECT ROAD FORT MYERS FL	D

### Annual Reports

Report Year	Filed Date
2004	03/31/2004
2005	04/21/2005
2006	04/13/2006

[Previous Filing](#)

[Return to List](#)

[Next Filing](#)

No Events  
No Name History Information

### Document Images

Listed below are the images available for this filing.

<a href="#">04/13/2006 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">04/21/2005 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">03/31/2004 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">03/19/2003 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">03/29/2002 -- COR - ANN REP/UNIFORM BUS REP</a>
<a href="#">03/02/2001 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">03/09/2000 -- ANN REP/UNIFORM BUS REP</a>
<a href="#">03/24/1999 -- ANNUAL REPORT</a>
<a href="#">04/13/1998 -- ANNUAL REPORT</a>
<a href="#">02/13/1997 -- ANNUAL REPORT</a>
<a href="#">04/12/1996 -- 1996 ANNUAL REPORT</a>

**THIS IS NOT OFFICIAL RECORD; SEE DOCUMENTS IF QUESTION OR CONFLICT**



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# Maxwell & Hendry

Valuation Services, Inc.

## Real Estate Appraisers - Consultants

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**PRESIDENT**

**W. Michael Maxwell, MAI, SRA**  
State-Certified General  
Appraiser, RZ 55

**VICE-PRESIDENT**

**Gerald A. Hendry, MAI**  
State-Certified General  
Appraiser, RZ 2245

**ASSOCIATES**

**William E. McInnis**  
State-Certified General  
Appraiser, RZ 2232

**Timothy D. Rieckhoff**  
State-Certified General  
Appraiser, RZ 2261

**Andrea R. Terregrossa**  
Registered Trainee  
Appraiser, RI 10787

**Matthew H. Caldwell**  
Registered Trainee  
Appraiser, RI 9277

**Matthew S. Simmons**  
Registered Trainee  
Appraiser, RI 12369

**Scott H. Simmons**  
Registered Trainee  
Appraiser, RI 13108

12600-1 World Plaza Lane, Building #63  
Fort Myers, Florida 33907  
www.maxwellhendry.com

**Commercial**  
Phone: (239) 337-0555  
Fax: (239) 337-3747  
E-mail: commercial@maxwellhendry.com

**Residential**  
Phone: (239) 333-1060  
Fax: (239) 333-1066  
E-mail: residential@maxwellhendry.com

4 April 2006

Lee County Board of County Commissioners  
Department of Public Works  
Division of County Lands  
P.O. Box 398  
Fort Myers, Florida 33902-0398

Attention: Mr. Robert G. Clemens  
Acquisition Program Manager

Re: Appraisal of an improved property located at 300-310 Florence Avenue, for the Schandler Park Expansion Project, Project No. 1758, Lee County, Florida, property owned by TI-LI, Inc.

Dear Mr. Clemens:

As you requested, an inspection and analysis have been made of the above property, which is legally described in the attached appraisal report. The purpose of this assignment is to estimate the market value of the undivided fee simple interest in the land and existing improvements as if free and clear of all liens, mortgages, encumbrances, and/or encroachments except as may be amended in the body of this report.

Market value for this purpose is understood to be the most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. The full definition of market value can be found in the body of this report.

As per the Uniform Standards of Professional Appraisal Practice (USPAP), there are three report writing options. These options would include either a self-contained report, summary report, or restricted use report format. A summary report format has been requested and used for this appraisal. The only difference between the

self-contained appraisal report and the summary appraisal report is the level of detail of presentation. This is also a complete appraisal, in that all appropriate approaches to value have been utilized. After inspecting the subject property, it is our conclusion that only the Sales Comparison Approach to Value is appropriate in estimating the market value of the subject property. The subject improvements suffer from a significant amount of accrued depreciation due to their age and condition, thereby making a replacement cost estimate via the Cost Approach to Value unreliable. In addition, estimating land value for the subject property is difficult, as the property has conflicting zonings and actual uses as a result of a special permit to be utilized for a clubhouse facility. Because the subject property is a special use club facility, there is inadequate income/expense data to be extracted from the market in order to make an Income Approach to Value applicable. Therefore, the only reliable approach to value is the Sales Comparison Approach to Value. This complete appraisal in summary report format has been prepared in conformity with the Uniform Standards of Professional Appraisal Practice (USPAP).


The intended use of this report is understood to be for use as a basis of value for the possible acquisition of the subject property for the Schandler Park Expansion Project. The subject property was inspected on 22 March 2006 by Mr. William E. McInnis, Associate Appraiser. Mr. W. Michael Maxwell, MAI, SRA made a subsequent inspection of this property. Our compensation in this assignment is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the obtainment of a stipulated result, or the occurrence of a subsequent event.


In addition to the standard Assumptions and Limiting Conditions contained in the Addenda to this report, this appraisal is subject to the Extraordinary Assumptions as listed in the Executive Summary on the following pages.

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 the market value of the subject property, as of 22 March 2006, is:

**ONE HUNDRED EIGHTY SEVEN THOUSAND DOLLARS.....(\$187,000.00)**

Respectfully submitted,

  
W. Michael Maxwell, MAI, SRA  
State-Certified General Appraiser  
Certification 0000055

  
William E. McInnis, Associate Appraiser  
State-Certified General Appraiser  
Certification 0002232



W. MICHAEL MAXWELL, MAI, SRA  
GERALD A. HENDRY, MAI



## **EXECUTIVE SUMMARY**

**OWNER OF RECORD:** TI-LI, Inc., according to the Lee County Property Appraiser's records.

**LOCATION:** The subject property is located on the easterly side of Florence Avenue, just north of Palm Beach Boulevard, in Section 04, Township 44 South, Range 25 East, Lee County, Florida. The address of the property is known as 300-310 Florence Avenue, Fort Myers, Florida 33905.

**SITE SIZE:** The estimated land area of the subject site is 23,800 square feet, as per our estimates from tax maps and other Lee County public record information. No survey of the subject property was provided, and this report is subject to same. The estimated land area is utilized in good faith.

**IMPROVEMENTS:** The site is improved with a one story, concrete block/stucco building containing a total of 2,489 square feet of enclosed area as per our estimates. The building is designed for and utilized as a club facility and is partitioned into a small office, a storage room, a kitchen, men's and women's restroom facilities, and a large, open meeting hall. There is also a covered entry in the front as well as a covered, screened walkway connecting the building to a screened-in cook shack containing a concrete block barbeque pit. The building was constructed in approximately 1967 and is considered to be in average condition. Most of the site is fenced-in with a 5' high chain link fence. The improvements are described in more detail in the body of this report.

**ZONING/LAND USE:** The subject site is zoned RS-1, Residential, according to Lee County. A portion of the property has a special permit for a clubhouse, according to Zoning Resolution #Z-68-18. The site is also within the Suburban land use classification, according to the Comprehensive Land Use Plan of Lee County.

**HIGHEST AND BEST USE:** Special Use/Clubhouse or Possible Other Permissible Use Under Current Zoning & Land Use Classifications

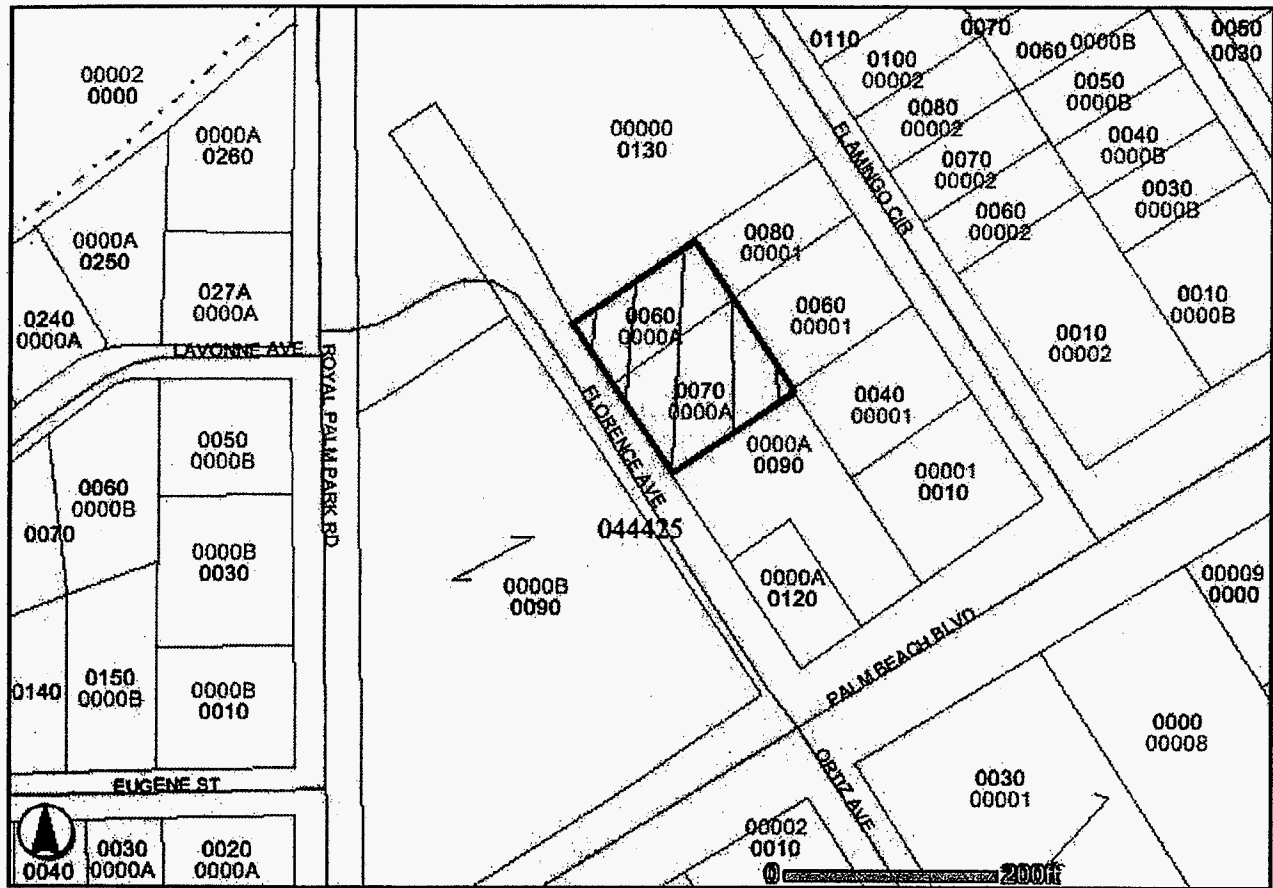
**ESTIMATES OF VALUE –**

Cost Approach to Value:	N/A
Sales Comparison Approach:	\$187,000
Income Approach to Value:	N/A

**FINAL VALUE ESTIMATE:** \$187,000

**INTEREST APPRAISED:** Fee Simple Interest

**SITE LOCATION MAP #1 – GIS Map:**



STRAP NUMBERS 04-44-25-17-0000A.0060 and 0070

# 5-Year Sales History

STRAP Nos. 04-44-25-17-0000A.0060 and 0070

Schandler Park Improvements, Project No. 1758

Grantor	Grantee	Price	Date	Arms Length Y/N
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**NO SALES in PAST 5 YEARS**