· ·		Lee Cou		ard of Coun la ltem Sum		nissione		t No	20030088
			- Ayent	ia item Sull	innar y		Dide Silee		20030000
ACTION REC \$40,000.00, for Agreement; aut Division of Cou fees.	Parcel 158, Palm thorize Chairman nty Lands to hand	netto Extension on behalf of the le and accept a	n, Project e BoCC to all docum	No. 4073, pu o execute Pur entation neces	rsuant to chase Ag ssary to co	the terms reement if omplete this	ffer to property ov and conditions sel offer is accepted b s transaction and p	t forth in by Selle ayment	n the Purchase r; authorize the t of all recording
to F.S. §73.015	prior to initiation	of condemnati	on proce	edings.		-	inding offer to a pro		
	MENTAL CATE		AND 5	Cla	D	3	MEETING		03
4. AGENDA:		5. REQUIRE		POSE:		6. REQUE	STOR OF INFORMAT		
X CONSEN	г	(Specify)							
		X STATUT	E <u>73.</u>	125		Α.			
APPEALS	1		NCE			B. DEPART			1-23-03
	1		Resolution	of Necessity		C. DIVISION	County Lane L.W. Forsyth. Director		// 1-a5-05
WALK ON				No. 20020762 and	Interlocal		L.W. I DISUII. DICOlor	NAW	Ľ
TIME REQUIRED:			Agreement No. 20020	t Blue Sheet 586				1	
7. BACKGRC The Division of that is necessar	DUND: County Lands has by for the Palmetto	been requeste Extension, P	ed by the roject No	Department o . 4073.	f Transpo	ortation and	the City of Fort M	yers to	acquire property
This acquisition Myers, Florida (	consists of prope STRAP Number 2	erty improved v 20-44-25-07-0	vith a sin 0001.013	gle family hon 0.)	ne, furthe	r identified	as part of 2100 H	lale St	reet, Fort
proceedings. Th \$36,500.00. The owner agree to	ne County obtaine e binding offer to	d an appraisal the property o condemnation	dated No wner, the proceedi	vember 4, 20 Estate of Elz	02, perfor olia Whit	med by J. I t, decease	ner prior to the init Lee Norris, MAI, SF d, is for \$40,000.0 perty owner elects	RA, indi 10. Sho	cating a value of uld the property
Staff is of the op	pinion that the pure	chase price inc	rease of	\$3,500.00 abo etween \$3,00	ove the ap 0 - \$5,00	opraised va 0 excluding	alue can be justifie g land value increa	d consi ises an	dering the costs d attorney fees.
	nds the Board app able in City of For					Purcha In-Hou Apprais Sales I	HMENTS: ise and Sale Agre se Title Search sal Letter History ngineer Approval	ement	
8. <u>MANAGEI</u>	MENT RECOMM	IENDATION	<u>S:</u>					i 1 <b>9</b>	
		9	RECO	MMENDED	APPRO	VAL:			
Α	В	С	D	E			F		G
Department Director	Purchasing or Contracts	Human Resources	Other	County Attorney		Budget	Services	Co	ounty Manager
K. forsight	٩	N/A	I ANA	Hur) 24.07	0A 2. 4.03	2603	RISK GC	3	1-6-03
10. COMN	ISSION ACTION	:						1	
APPRO				Rec. b	y CoAtty		RECEIVED BY	EN	
DENIEC				Date:	121/03		2-4-03	00	
DEFERI OTHER	KED				45		2-7-03 2:20		
				Time:	11 Jun		COUNTY ADMIN		
				Forma	ded To: ADM.		PORWARDED TO:	Pr-	
S:\POOL\PALMET	TOEXT\BS\PARCEL 1	58.DOC/le 1/17/0	3		40M. 03 1PM			4	

Agreement for Purchase and Sale of Real Estate Page 1 of 5

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

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

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

### WITNESSETH:

1. AGREEMENT TO PURCHASE AND TO SELL: SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of **0.13 acres** more or less, and located at **2100 Hale Street, Fort Myers, Florida** and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Palmetto Extension, hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be **Forty thousand and no/100 dollars (\$40,000.00)**, payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of **\$40,000.00**, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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

(a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;

(b) utility services up to, but not including the date of closing;

(c) taxes or assessments for which a bill has been rendered on or before the date of closing;

- (d) payment of partial release of mortgage fees, if any;
- (e) SELLER'S attorney fees, if any.

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

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

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

Agreement for Purchase and Sale of Real Estate Page 3 of 5

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

Agreement for Purchase and Sale of Real Estate Page 4 of 5

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.

Agreement for Purchase and Sale of Real Estate Page 5 of 5

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: Estate of Elzolia Whitt, deceased

Personal Representative (DATE)

Printed Name

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 CONDITIONS Page 1 of 2

BUYER: Lee County SELLER: Whitt PARCEL NO. 158

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

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

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

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

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

#### Items that may be removed: \_\_\_\_\_

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

WITNESSES:

SELLER: Estate of Elzolia Whitt, deceased

Personal Representative

(DATE)

\_\_\_\_\_

### SPECIAL CONDITIONS Page 2 of 2

BY:

BUYER: Lee County SELLER: Whitt PARCEL NO. 158

CHARLIE GREEN, CLERK

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

BY:

1

Ì

DEPUTY CLERK

(DATE)

CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM AND SUFFICIENCY

COUNTY ATTORNEY

(DATE)

L:\PalmettoExt\Legal\158 Special Conditions.wpd/le 1/17/03



#### August 19, 2002

#### DESCRIPTION

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

#### **PARCEL NO. 158**

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

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

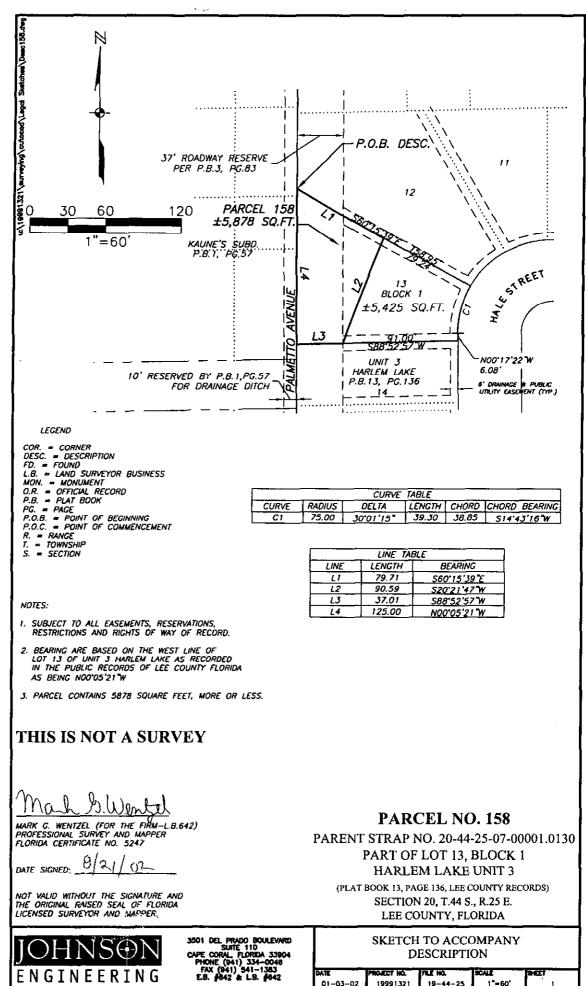
From the most northerly corner of said Lot 13 run S  $60^{\circ}15'39"$  E along the northerly line of said lot for 79.71 feet; thence run S  $20^{\circ}41'47"$  W for 90.59 feet to the east line of a 37.00 foot roadway reserve as shown on the said plat; thence run S  $88^{\circ}$  52'57" W for 37.01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

Parcel containing 5,878 square feet, more or less.

SUBJECT TO easements, reservations, restrictions and right of ways of record. Bearings hereinabove mentioned are based on the west line of Lot 13 of Unit 3 Harlem Lake as recorded in Plat Book 13 at Page 136 of the Public Records of Lee County, Florida to bear N 00° 05' 21" W.

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

19991321\Parcel No. 158 - 081902





~

01-03-02

19991321

19-44-25

1"=60"

## **Division of County Lands**

Ì

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

Page 1 of 2

To: Michele S. McNeill, SR/WA

**Property Acquisition Agent** 

From:

Shelia A. Bedwell, CLS	5
Real Estate Title Examiner	

### STRAP: 20-44-25-07-00001.0130

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

Subject Property: Lot 13, Block 1, Unit 3, Hårlem Lake, according to the map of plat thereof, on file and recorded in the office of the Clerk of the Circuit Court of Lee County, Florida, in Plat Book 13, Page 136.

Title to the subject property is vested in the following:

## The Estate of Elzolia Whitt, deceased

by that certain instrument dated July 6, 1973, recorded November 17, 1982, in Official Record Book 1646, Page 2353, Public Records of Lee County, Florida.

## Subject to:

- 1. Title to oil, gas and mineral rights and leases on subject property is specifically omitted from this report.
- 2. Mortgage executed by Lindsey Whitt and Elzolia Whitt, husband and wife in favor of The First National Bank in Fort Myers, dated October 25, 1982, recorded November 17, 1982, in Official Record Book 1646, Page 2354, Public Records of Lee County, Florida.
- Resolution of the Board of County Commissioners regarding delinquent Solid Waste Assessments, recorded in Official Record Book 2632, Page 1962, Public Records of Lee County, Florida.
- 4. Notices of Lien Resulting from Deferment of Financial Hardship, recorded in Official Record Book 2633, Page 1552; Official Record Book 2886, Pages 725 and 726 and Official Record Book 3132, Page 324, Public Records of Lee County, Florida. and Official Record Book 3717, Page 789, Public Records of See County Florida

# **Division of County Lands**

Page 2 of 2 In House Title Search Search No. 22093 Date: June 28, 2002 Parcel: 158 Project: Palmetto Avenue Extension Project #4072

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

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

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

**Tax Status:** 2001 taxes have been paid in full. (*The end user of this report is responsible for verifying tax and/or assessm ent 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.

• • •

Freddie		COMMENTS	DESCRIPTION OF IMPROVEMENTS	\$ITE Dura	
e Mac Form	Adverse environmental conditions (such as, inmediate vicinity of the subject property	Condition of the improvements, depreciation (physical, functional, and external), repairs needed, older residence, and has been updated on different occasions as needed. age is based on the observed condition as noted at the time of inspection.	No. of Stories     One     Exterior Walls       Type (DetAtt)     Dertached     Roof Surface       Design (Style)     Ranch     Gutters & Dome       Existing/Proposed     Existing     Window Type       Age (ris.)     30 years     Manufactured +       Rooms     Forter     Living     Dining       Effective Age (ris.)     30 years     Manufactured +       Rooms     Forter     Living     Dining       Effective Age (ris.)     30 years     Manufactured +       Rooms     Forter     Living     Dining       Effective Age (ris.)     30 years     Manufactured +       Rooms     Forter     Living     Dining       Basment     Area     1     Area       Level 1     Area     Exterior     5       Insted area above grade contains:     5     5       Infished area above grade contains:     6     6       Infished area above grade contains:     6     6	bala bala App Dass Stee Stee Stee Stee Stee Stee Stee St	Neighbor Assess Neighbor Borrowth Property Property Built up Built
m 70 6/93	vironmen vicinity of	of the imp sidence	Nu, of Stories     One       Type (PerLAtt.)     Detrached       Design (Style)     Ranch       Existing/Proposed     Existing       Age (Yrs.)     30 years       R00MS     Folger       Level 1     Area       Level 2     Image (Yrs.)       Hnished area     Ape (Yrs.)       Hinshed area     Materials/Condition       Flore     Carper/Viny/Wooc       Walls     Paneling       Trim/Finish     Ayerage       Bath Floor     Viny1       Bath Wanscet     Tile       Doors     Wood       Ault in astures (special energy efficie	adjustable rate and purchase money montgages are available. Rates are survey.       are available rate survey.       State of 5% range. Surply & demand are in conventional financing and cash. Fixed, beaming on seller motivation (pricing). Sail cannot be developer/builder in control of the Home Owners' Association (HOA)?       Ives in the subject protect       Ives in the subject protect       N/A         Prelet Information for PUDs (If applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)?       Ives in the subject protect       N/A         Prelet Information for PUDs (If applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)?       Ives in the subject protect       N/A         Prelet Information for PUDs (If applicable) - Is the developer/builder in control of the Home Owners' Association (HOA)?       Ives in the subject protect       N/A         Dremsions       45.39 x 128.01 x 125 x 158.86 per Johnson Eng. Survey       Corner Lot [] Ves in the subject protect       N/A         Dremsions       Asproximate total number of units for sale in the subject protect       N/A       State       Typical         State available assistication and description       TEC-2 (single tamity and duplex)       Ives in Appears Adequate       Appears Adequate         Unified       Phile       Other       Other ite Improvements       Typical       Appears Adequate         Gas       Approximate total assessments, steel assessments, steel assessments, stild areas, liggal or legal nonconforming u	Lange yr Anuess       Zi Uy Hale Streat       Description       Full Igga is articached       City Fort Myers       State FL       Zig Code 33         Assessor's Parcel No.       20:44-25-07-00001.0130       Current Owner, Same       Tax Year       20:01       R.E. Taxes § 338.77       Sascial Assessmum         Propert Vinits agridised       Xer FL       Current Owner, Same       Mag Restand       Year       Current Owner, Same         Propert Vinits agridised       Xer FL       Xeas § 338.78       Year
3	tal condition in the subject of the	and he the obs	bore grade contai Area Area Area Area Area Area Area Area Area Area Area Area Area Average Vinyl Paneling Pan	orate and purcl         with typical mar         ons are not press         ons are not press         ummation for PUDs (ii)         umation for PUDs (ii)         umation for PUDs (ii)         Public         Public         Public         Public         Public         er         Public         er         observed.         the er         observed.         observed.         observed.         observed.         observed.         observed.         obs	Transfer the pro- state of Arrow Ar
	lons (sucl	served i	One Dettached <u>Area</u> Foyer Foyer Living Area 1 Area Area Cameutviny/Wood Paneling Cameutviny/Wood Paneling Average Vinyl Xverage S (special energy efficients)	Purcha I marke I preval Ubs (if a rof units ion and d Legal Legal Legal Legal The aser The sit	arguing       Arguing
		ovements, depreciation (physical, functional, and external), repairs neede and has been updated on different occasions as needed the observed condition as noted at the time of inspection	Exterior W Root Surf Gutters & Windows & Windo	nurchase money mortgages are marketing time 4-6 months, will prevalent.         prevalent.         prevalent.         prevalent.         of (I applicable) Is the developer/but of units in the subject project         s.and recreational Lablect project         gal 1 recreational Lablect project         egal         present use         Other         egal         Cher         cut/gate         Other         cut/gate         Other         cut/gate         Other         cut/gate         Other         Street lights         reasements, encroachments, special as         The site is a typical building lot.         Vo apparent adverse easement.         Enundation         Extended building lot.	where       Text Bounds Description-full legal is attached       Text Fort N         aresi No.       20-44-25-07-00001.0130       Text Fort N         aresi No.       20-44-25-07-00001.0130       Text Fort N         aresi No.       20-44-25-07-00001.0130       Text Fort N         Image: Status       Date of Sale NA       Protect Type       Public Same         Suburban       Date of Sale NA       Protect Type       Public Samour         Image: Status       Suburban       Address P.O.       Box 398, F         J. Lee Norris MAI, SRA       Address F19 Courtney I       Proteominant       Status         Image: Status       Status       Status       Predominant       Status         Source       Over 175%       25-75%       Under 25%       Predominant       Status         Status       Status       Status       Predominant       Status       Status         Source       Status       Declining       Y       Status       Status       Status       Status       Status       Status         Status       Status       Status       Declining       Y       Status       Status       Status       Status       Status       Status       Status       Status       Status       Status <td< td=""></td<>
	not limiter No adv	ysical, fu d on dif		ey mort ie 4-6 m is the opect project project 158.866	Laborads Description-full legal is attached       City Fort Myers       State         25-07-00001.0130       Current Owner Same       Tax Year 2001       R.E. Taxes \$ 638.79         Vhitt       Current Owner Same       Cocupart       Cocupart       Cocupart         25-07-00001.0130       Leasehold       Profest Type       Puint       Cocupart       Cocupart         25-07.00001.0130       Address P.O. Box 398, Fort Myers, FL 33902.0398       Courted frames/concessions to the anges/concessions to the frames/concessions to the anges/concessions to the trend of property values, terminal anges/concessions, et asions and financing concessions, et assions the angis/
	but not limited to, hazardous wastes, toxic substances, etc.) present in the improvements, on the site, or in the No adverse environmental conditions noted on the subject site or in the immediate vicinity	nctional, a fferent c xted at t		noney montgages are available. Rates are	State FL       Zup Court Leg         0130       Tax Year 2001       R.E. Taxes \$ 538.79       Suesial Assessments \$ I         Courtert Owner Same       Occupant       Openation       Suesial Assessments \$ I         I Leasehold       Prolect Type       Pull       Country Lee       Occupant       Openation       Suesial Assessments \$ I         I Leasehold       Prolect Type       Pull       Condomision       Occupant       Owner       Suesial Assessments \$ I         I Leasehold       Prolect Type       Pull       Condomision       Occupant       Owner       Issaid Assessments \$ I         S       Address P-O.       Box 398, Fort Myers, FLa 33902-0398       Census Tact 6       Solution         Sink       Address P-O.       Box 398, Fort Myers, FLa 33902-0398       Land use oh         Address P-O.       Solution       Sink       Census Tact 6       Not likely         Sink       Predominant       Sink       Census Tact 6       Not likely         Sink       Declining       Tenant       Sink       Land use oh       Address P.O.       Not likely         Sink       Declining       Tenant       Sink       Sink       Not likely       Not likely         Sink       Declining       Tenant<
	rdous wa	and extern accasion he time	None None None No No No No No No No No No No No No No	loper/builder in control loper/builder in control N/A N/A N/A N/A N/A N/A Chinson Eng. S Clingle family a rg (Grandfathered us Cline use (explain) te Improvements Cline use (	on-fult legal is current Owner assehold Au Declining Over Supply Over Supply Over Supply Over Supply Over Supply Declining Dec
PA	stes, toxic vental co	ali, repair ns as nu of insp	Crawl S     Crawl S     Baseme     Baseme     Sump P     Sump	available. Re available. Re h some sales n control of t N/A N/A lifter in control of t N/A N/A espirative and c transity and c transity and c e (explain) transity and c transity and c tr	ali is attac
PAGE 1 OF 2	: substanc	s needed. eeded. ection.	Crawl Space Crawl Space Basement Settlement Infestation Family Rm. Family Rm.	ss taking mc ss taking mc of the Home Ov Corner Lot Corner Lot d duplex) d duplex d duplex threas, lifega de areas, lifega chments we chments we	Its attached un mer Sarne Prolect Type Description an Address 1919 Co Cocupancy Cocupancy Predominant occupancy Predominant Owner Cocupancy Predominant Owner Cocupancy Predominant Cocupancy Predominant Cocupancy Predominant Cocupancy Predominant Cocupancy Predominant Cocupancy Predominant Cocupancy Predominant Cocupancy In this single fa have average a have conclusions rela coplian of the preval
	s noted	quality o	ATTIC None NIA NIA NIA NIA NIA NIA NIA NIA NIA NIA	available       Read cash.       Fixed.         some sales taking more or lass time depending on seller motivation (pricing). Sales         is ontrol of the Home Owners' Association (HOA)?         N/A       Approximate total number of units for sale in the subject project       N/A         N/A       Approximate total number of units for sale in the subject project       N/A         In Eng. Survey       Comer Lot       Yes       No         Intered use)       Illegal       No zoning       Topography       Level         isphalt paved       Powed       Drainage       Appresents       Appresent Adequate         isphalt paved       No zoning       View       Residential       Standard Utility and Drainage         one       Shape       Primarily Rectangular       Approver       Residential         isphalt paved       No zoning       View       Residential       Yes       It         one       Residential       Typical       Driveway Surface       Grass       It       It         one       Residential       Fill       Residential       Map to 12512402256       It       It         stering more or each ments       Fill/prep/landscapring/sod \$1,000, fence \$200, impact fee \$2,700, impact fee \$2,700       It       It       It <td>State FL       County Leg       Tax Vear 2001     R. Taxes \$ 538.79       County Leg     County Leg       Propect Type     PuD     I conduminum (HJD/VA only)       Description and \$ amount of lyan charges/concessions to be paid by seller sis P-O. Box 398, Fort Myers, FL 33902-0398     Cent       sis P-O. Box 398, Fort Myers, FL 33902     One tamily     Noise       sis P-O. Box 398, Fort Myers, FL 33902     One tamily     80       Strigt family housing     Present land uses %     Concent       Single family housing     One tamily     80       Owner     20     Low     New     24 tamily       Single family housing     Present land uses %     Commercial     10       Vacant (0-5%)     TSO+     High     80     Multi-family       Owner     20     Low     New     24 tamily     5       Vacant (0-5%)     TSO+     Predominant     Res     0       Vacant (0-5%)     Total     Predominant     Res     0       Vacant (0-5%)     Total     Total     10     Total       Vacant (0-5%)     Total     Total     10     Total       Vacant (0-5%)     Total     Total     10     Total       Vacours 5%1     30-80+     20-50     Vaca</td>	State FL       County Leg       Tax Vear 2001     R. Taxes \$ 538.79       County Leg     County Leg       Propect Type     PuD     I conduminum (HJD/VA only)       Description and \$ amount of lyan charges/concessions to be paid by seller sis P-O. Box 398, Fort Myers, FL 33902-0398     Cent       sis P-O. Box 398, Fort Myers, FL 33902     One tamily     Noise       sis P-O. Box 398, Fort Myers, FL 33902     One tamily     80       Strigt family housing     Present land uses %     Concent       Single family housing     One tamily     80       Owner     20     Low     New     24 tamily       Single family housing     Present land uses %     Commercial     10       Vacant (0-5%)     TSO+     High     80     Multi-family       Owner     20     Low     New     24 tamily     5       Vacant (0-5%)     TSO+     Predominant     Res     0       Vacant (0-5%)     Total     Predominant     Res     0       Vacant (0-5%)     Total     Total     10     Total       Vacant (0-5%)     Total     Total     10     Total       Vacant (0-5%)     Total     Total     10     Total       Vacours 5%1     30-80+     20-50     Vaca
	present in I on the	f constru remod		v Association of the second se	Tax Year. 2001 Tax Year. 2001 Tax Year. 2001 Map Referen Map Referen Courtney Drive Courtney Drive Single fa Single fa Sing
	the Impr subject	quality of construction, remodeling/additions, etc. Recent remodeling was not observed.		e currently in the 4.5% to 6.5% range. Supply & c more or lass time depending on seller motivation a Owners' Association (HOA)? Approximate total number of units for sale in the subject project Approximate total number of units for sale in the subject project Approximate total number of units for sale in the subject project Approximate total number of units for sale in the subject project Approximate total number of units for sale in the subject project Approximate total number of units for sale in the subject project Approximate total number of units for sale in the subject project No Zoning Diversity End Stape Public Private Landscaping Appears A Apparent easements Standard L Press Standard L Apparent easements Standard Area FEMA Zone X Residenting zoning use, etc.): Fill/Drep/fandscaping/sod \$1,000, fence \$200, in were observed BASEMENT IN	Put     R.E. Taxes       Map Reference 20-44-25       amount of loan charges/condition       200     Low       150+     High       800     Low       200     Low       150+     High       80     Condition       200     Low       150+     High       80     Condition       200     Low       10     the charges/condition       110     the trend of propenty variables and financing condition       amount and sine sext with condition
	overnents t site or	iodeling/a	Afrished Ceiling Hioor Ceiling Walts Floor Ceiling Walts Floor Ceiling AMENITIES AMENITIES AMENITIES Fireplace(s) # 0 Deck Porch Porch Porch Porch	(a) to 6.5% r bending on pending on pending on slape Slape Slape Crainage View Landscaping Driveway Su Apparent eas FEMA Map M FEMA Map M FEMA Map M g zonling use, g/sod \$1,00	<u>R.E. Taxes \$ 536.79</u> <u>R.E. Taxes \$ 536.79</u> <u>Occupant</u> <u>1 Condominium /IH/JI</u> <u>20-44-25</u> <u>ort Myters, FIA. 33902-039</u> <u>ort Myters, F</u>
	in the s	dditions, - observe		2007ventional fin <u>to 6.5% range</u> <u>ending on seller</u> <u>units for sale in the</u> Topography Size Siz	<u>S. 338.790</u> <u>Occupant</u> <u>Journe (HUD)</u> <u>Journe (HUD)</u> <u>Journe 1880</u> <u>S. Fla. 339</u> <u>S. Fla. 339</u> <u>Journe 1880</u> <u>Journe 1880</u> <u>Journe 1880</u> <u>Annice 1881</u> <u>Annice 1881</u> <u>Annice 1881</u>
	ite, or in i mmedia	ad. The			State FL Occupant: County Lee es \$ 838.79 <u>County Lee</u> <u>Securations to be paid by selle</u> <u>33902-0398</u> errs, Fla, <u>33901</u> one tamily <u>5</u> one tamily <u>5</u> one tamily <u>5</u> <u>1</u> <u>24</u> tamily <u>5</u> one tamily <u>5</u> <u>1</u> <u>24</u> tamily <u>5</u> <u>24</u> tamily <u>5</u> <u>25</u> countercial <u>10</u> <u>26</u> countercial <u>10</u> <u>26</u> countercial <u>10</u> <u>28</u> countercial <u>10</u> <u>29</u> countercial <u>10</u> <u>20</u> countercial <u>20</u> counte
	the the vicir	quality of construction, remodeling/additions, etc.: This is an Recent remodeling was not observed. The estimated effective is	Celling *Adeq. Celling *Adeq. Floor None Unknown Area St. F Garage Attached Garage Mone Garage Attached Built-In Calport	Annoing and cash. Fixed, Supply & demand are in motivation (pricing). Sales Typical Primarily Rectangular Appears Adequate Residential Typical Grass Standard Utility and Drainage Hazard Area Map Date 07/20/1998 51240/2258 Standard Utility and Drainage Hazard Area Map Date 07/20/1998 51240/2258 Map Date 07/20/1998	FL     Zip c       ty Lee     Snecial Ass       Quemer     Snecial Ass       Quemer     Census Trace       duse %     H0       1     5       10     Snecial Ass       10     N/A       11     N/A       12     N/A       13     N/A       14     N/A       15     N/A       16     N/A       17     N/A       10     N/A       11     N/A       12     N/A       13     N/A       14     N/A       15     N/A       16     N/A       17     N/A       18 <t< td=""></t<>
	нту.	This led effe	Refor Celling *Adeq. Floor None *Assumed Adeq thet *Assumed Adeq *Assumed Adeq *Assumed Adeq *Assumed Adeq *Assumed Adeq *Assumed Adeq *Assumed Adeq *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Adeq. *Assumed Adeq *Assumed Adeq *Assume	in (pricing). 5 rest NV No N rest NV rest NV	Zip Code 33901       al/Assessments §       Ifenant       HDA §       N/A       Tract 6       VIA       Notlikely       Notlikely       In process       o:       ists of fair to       ists of fair to       ists of fair to       ists of fair to
1004		is an Ctive is	*Adeq. Area St. Fr. # of cars	ash, Fixed, amand are in pricing). Sales No N/A N/A ectangular ectangular ectangular lequate Illity and Drainage Illity and Drainage	Zip Code 33901 <u>Special Assessments \$ NO⊓e</u> <u>Pr    Tenant    Vacant</u> <u>IntDA \$ N/A // // // // // // // // // // // // /</u>
3					State FL       Zip Code 33901         County Lee       County Lee         Occupant, Value, NMer       Tenant         Jannium (HUD/A on)       Flagst         Consusting to be paid by seller       N/A         25       Census Tract 6         concessions to be paid by seller       N/A         26       Census Tract 6         concessions to be paid by seller       N/A         27       Census Tract 6         concessions to be paid by seller       N/A         28       Commercial         19       Present Land use %         C4 tamily       5         V       2.4 tamily         V       0         Vacant       0

Fannie Mae Form 1004 6/93

atuation Section		IFORM RESID	DENTIAL	APPRAISAL I	REPORT	File No. 02-79-15	8
ESTIMATED SITE VALUE	Unimproved site	9 <u> </u>		00 Comments on Cost	Approach (such as	source of cost estimate, s	ite value,
ESTIMATED REPRODUCT				square foot calculation	on and for HUD, V/	A and FmHA, the estimated i	remaining
Dwelling 79	2 Sq. Ft. @\$ <u>63.00</u>	= \$4 <u>9,8</u>	96	economic life of the	property): See	attached floor plan ar	nd area
	Sq. Ft. @\$	_ =		calculations. S	ubject site is d	eveloped to its higher	st and best
		_ =		use. No functio	nal or econom	ic obsolescence was	noted, See
Garage/Carport 591	Sq. Ft. @\$	. =		attached for cor	nments on land	t value. Costs are su	ported by
Total Estimated Cost New		= \$49,8	96			on to builder's costs 8	
Less Phys		External		appraisals retain	ned in the appr	aiser's office files.	
Depreciation 27		=\$	27,2	18			
Depreciated Value of Impr	ovements	=\$	22,6		conomic Age/	Life Method	
"As is" Value of Site Impro		. =\$	6,9	00 Estimated rema	ining economic	o life = 20 years.	
INDICATED VALUE BY CO		=\$	38,5	78			
ITEM	SUBJECT	COMPARABLE	NO. 1	COMPARABLE	NO. 2	COMPARABLE	
2100 Hale \$	Street	1503 Billie Street		1270 Williams Stre		3304 Ellington Cour	t
Address Fort Myers	THE APPEND	18-44-25-P1-0030C	.0010	18-44-25-P1-02600	0.0180	19-44-25-11-00013.	0000
Proximity to Subject		1.08 miles		1.20 miles		0.5 <u>5 m</u> iles	
Sales Price		\$	35,500	s and the second s	49,000		40,00
Price/Gross Living Area	<u>\$                                    </u>			······································			Se Steller
Data and/or	Inspection	ORB 3379 PG 690		ORB 3635 PG 281		ORB 3596 PG 3378	
Verification Source	Pub.Records	PR-Lee County / ow		PR-Lee County / se		PR-Lee County / ow	
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust	DESCRIPTION	+ ( -)\$ Adjust.	DESCRIPTION	+(-)\$ Adjust.
Sales or Financing		FHA		FHA		Conventional	
Concessions		\$34,951		\$48,456		\$32,000	
Date of Sale/Time	1月4月日間1月1日	02/26/02		01/16/01		02/27/02	
Location	Cent.Ft.Myers	Cent.Ft.Myers		Cent.Ft.Myers		Cent.Ft.Myers	
Leasehold/Fee Simple	Fee	Feo		Fee		Fee	
Site	12,200 S.F.	16,875 sf		8,250 sf		5,200sf	+6,000
View	Residential	Residential		Residential	·	Residential	
Design and Appeal	Ranch	Ranch	<u>_</u>	Ranch		Ranch	
Quality of Construction	Frame/Average	Frame/Average		Frame/Average		CBS/Superior	4,000
Age	A-65, E-30	Eff=35, A=78	+4,500			Eff=20, A=43	-9,00(
Condition	Average	Average		Average		Average	
Above Grade	Total Bdrms Baths	Total Bdrms Baths		Total Bdrms Baths		<u>Total Bdrms Baths</u>	
Room Count	5 3 1	4 3 1		4 3 1		4 2 1	
Gross Living Area	792 Sq. Ft.	1,078 Sq. Ft.		<u>1,340 Sq. Ft.</u>		624 Sq. Ft	+3,400
Basement & Finished	None	None		None		None	
Rooms Below Grade	N/A	None		None		None	
Functional Utility	Adequate	Adequate	. <u> </u>	Adequate		Adequate	
Heating/Cooling	Wall	Wall		Central		Wall	·
Energy Efficient Items	Typical	Typical ·		Typicał		Typical	
Garage/Carport	None	None		None		None	
Porch, Patio, Deck,	None None	Utility	-1,000	Porch	-500	None	
Fireplace(s), etc. Fence, Pool, etc.	Fence	Shed	-500	None		Shed	-500
	None			Fence		Fence	
Net Adj. (total)	None	None :	0.700	None - \$		None	··
			2,700_	+	12,500	+ X - \$	4,100
of Comparable		Gross 33,0 % S	22,002			a viet floorer	
	arison (including the subj	ect property's compatibility	JZ,000	Gross 25.5 5 s	<u>36,500</u> attached corr		_35,900
ПТЕМ Т	SUBJECT	COMPARABLE N		COMPARABLE			
		No prior sale noted	v, i	No prior sale noted		COMPARABLE N	IV. J
		other than above in		other than above in		8/01 for \$20,000 3471/994	
		past twelve months		past twelve months		J47 1/884	
			nd analysis of on		damanahlan wiii	uin ann uans af ili- d-iaf -	
Analysis of any current agre The subject property INDICATED VALUE BY SAL	is not listed in the re	egional MLS. Sale 3 w	no analysis of an vas substantia	y pror sales of subject and ally remodeled after t	a comparables with he 8/01 purcha	nin one year of the date of a ase \$	uppraisal: 
INDICATED VALUE BY INC	O <u>ME APPROACH (if</u> Apoli	ca <u>ble)</u> Estimated Market	R <u>ent</u> \$	N/A/Mo. x Gr	oss Rent Multiplier		
This appraisal is made 🛛 🕻	🛛 "as is" 📋 subjec	t to the repairs, alterations,	inspections or co	nditions listed below	subject to c	ompletion per plans & spec	ifications
Conditions of Appraisal: No		or conditions affect th	his appraisal.	THIS IS A SUMMAR	RY APPRAISA	L REPORT. See attar	ched
Special Limiting Cond	ditions.						
Final Reconciliation: The					of participants	in the marketplace. 1	The Cost
Approach receives le							
The purpose of this appraisa	al is to estimate the marke	it value of the real property	that is the subjec	t of this report, based on t	he above condition	is and the certification, cont	ingent
and limiting conditions, and						<u>    6/93       </u> ).	
I (WE) ESTIMATE THE MAR				JBJECT OF THIS REPORT		Nov <u>ern</u> ber	4, 2002
(WHICH IS THE DATE OF IN		ECTIVE DATE OF THIS REP		\$	36,500		
APPRAISER: Lee Norri	MAKSRA			RVISORY APPRAISER (ON	ILY IF REQUIRED)	<b>—</b> 1.	
Signature C	AU	<u> </u>	Signat	ure			Did Not
Name J. Lee Norris M			Name			Inspect F	Property
	ember 23, 2002			eport Signed			
State Certification # 000	643 St.Cert. Gen. A			Certification #		\$	tate <u>F</u> L
Or <u>State License #</u> die Mac Form 70 6/93		State		te License #		S	tate
			PAGE 2 OF 2			Consta Man D	orm 1004 6-9

.

ļ

ţ

Fannie Mae Form 1004 6-93

Form UA2 — "TOTAL for Windows" appraisal software by a la mode, inc. — 1-800-ALAMODE

#### TAOPAR JASIAAPARAISAL APPRAISAL MAOPINU Sisyjana atag tayaam

······································						50-8 stortens stef
				···		
		·		·		
				······································		
	·	,				
· · · ·				·····		
					·····	
		·		··		
		·				
				··		
				<u> </u>		
		···				
				<u> </u>		
		·				
				·		
					· · · · · · · · · · · · · · · · · · ·	
- <u>-</u>						
		·····				· · · · · ·
	·			,		
					— · · ·	
			ane redition or	ebem sinemisulbe er		omments: <u>See attac</u>
	<del></del>		T	open streatsuite et		
		100 L <sup>1</sup> L 04 101 7010	1		per Lee Co.	
		8/02 for \$51,700.			tast 12 mos.	ource for prior sales
	ui plos ei	mort sint belebornen sA		No other recent sale r	ent ni elez oV	ate, Price and Data
\$ %\$source %\$	39'500	\$ 6 E 17 SSOID	45'500	CLOSS SUNCE 2		Comparable
	<u> </u>	Net INST		ISSIZIO DE UN		djusted Sales Price
\$ - [ ] + ]	3'500	<u>-</u> + ×	008'Z	\$:-X +		et Adj. (total)
		enoN	t		enoN	ther Feratures
	-300	900N	1	Fence		ence, Pool, etc.
··	1	enoN	J	Porch		.ote .(z)eoiden
	1	anoN	1	Sc.Porch		orch, Patio, Oeck,
		BUON	1000 1-			
	ļ		<b>_</b>	None		initial cuport
	+	Typical	<b></b>	Typical		riengy Ethicient Items
		IIBW		liew		pniloo0\pnifes
		Adequate		Adequate	eteupebA	unctional Utility
		∀/N		¥/N	∀/N	ebsie Welew Grade
	1	Sone	{	anon		asement & Finished
14 DS	-1'600	11 p2 01 6	+3'500	11 0S 9Z9	11 'bS Z62	691A PriviJ 2201
	-1	4 5 1	1	2 4 4	1 20202	thuo3 moot
zdta8 zmib8 lato	4	Total Bdms, Baths	-			1
edted ambB letoT	-{	AVBERDA STORE	<b></b>	Zotal Bdmrs, Baths		absne Grade
		eorievA	1	Average	Average	nobibno
· ····································			10001			
	·· · ·	58=A _06=3	005'7-	E=52' V=11	A-65, E-30	
	··· · · · · · · · · · · · · · · ·	egerevA\empiT	005'7-	E=25, A=77 E=25, A=77	Frame/Average	uolity of Construction
	·   ·	Калсћ Frame/Average	005'7-	Ranch Frame/Average E=25, A=77	Ranch Frame/Average A-65, E-30	uolity of Construction
	-  · 	egerevA\empiT	005'	E=25, A=77 E=25, A=77	Frame/Average	iusign and Appeal
	000'9+	Калсћ Frame/Average	005'₽-	Ranch Frame/Average E=25, A=77	Residential Frame/Average Frame/Average	uotioutisno) to Villeu leggdA bne ripise wel
	000'9+	Residentia! Ranch Frame/Average	005'+	7,500 sf Residentiat Frame/Average	Residential Residential 12,200 5,F.	ode Statity of Construction Maily of Construction May Site Site May Site Statity of Construction Site Site Site Site Site Site Site Site
	000'S+	Fee 3,000 st Ranch Frame/Average Frame/Average	005'+	Fee 7,500 sf Residentiat Frame/Average Frame/Average	Fee 12,200 5,F Frame/Average Frame/Average	easehold/Fee Simple Site Wali Mail Maily of Construction Maily of Construction
	000'\$+	Cent.Ft.Myers Fee 3,000 sf Residentia! Ranch Framch		Cent.FLMyers Fee 7,500 st Residentiat Frame/Average Frame/Average	Cent.Ft.Myers Fee Fanch Residential 12,200 S.F. 12,200 S.F.	ocation Site Alew Maily of Construction Maily of Construction
	000'\$+	Fee 3,000 st Ranch Frame/Average Frame/Average		5/14/2002 Cent.Ft.Myers Fee 7,500 sf Franch Franc	Cent.Ft.Myers Fee Free Free Franch Fr	Ale of Safet) Time socation costation costation file file film film for film for for film for for for for for for for for for for
	000'\$+	1/26/02 Cent.Ft.Myers Fee Residentia! Ranch Franch		\$36,000 5/14/2002 Feant Ft.Myyers Feant Franch F	Cent.Ft.Myers Fee Free Free Franch Fr	2006essions Sate of Sata Litew Leasehoid/Fee Simple Site Dission and Appeal Dission and Appeal Litew L
		Cash Indicated 1/26/02 Cont.Ft.Myers 3,000 sf Residentia! Ranch Franch		Conventional 536,000 5/14/2002 Fea Fea Franch Franc	A-65, E-30 Fean-F,Myers Rearch Framo/Average Framo/Average	Sales or Financing Sales of Sale/Time socession socession fiew fiew fiew fiew fiew fiew fiew fiew
JEU(bA &( - ) + NOIT91A3230	12u(b)\$ \$(-).	PESCRIPTION + Cash Indicated Anot FLMyers Cent FLMyers Tee 3,000 sf Residential Ranch Franch	<u></u>	DESCRIPTION Conventional 5/14/2002 5/14/2002 5/14/2002 7.500 st Feachential Feachential Feachential Feachential Feachential Feachential Feachential	V-92' E-30 LEGUE/VACIO Keardauria LSOO 2' E Geur Er Whers Cour Er Whers Cour Er Whers	VALUE ADJUSTIMENTS VALUE ADJUSTIMENTS Sales of SaleyTime Sales of SaleyTime Sales of Construction Vality of Construction Vality of Construction
JsulpA &(-) + NOIT9AD230		РЯ - Lee County DESCRIPTION + Cash Indicated 1/26/02 Fee 3,000 sf Feanch Residentia! Fanch Franch	<u></u>	Conventional 536,000 5/14/2002 Fea Fea Franch Franc	A-65, E-30 Fean-F,Myers Rearch Framo/Average Framo/Average	Sales or Financing Sales of Sale/Time Socession Socession Sestend/Fee Simple Sestend/Fee Simple Sestend Sale Sale Sale Sale Sale Sale Sale Sale
18ujbA \$(-) + NOIT9RD230	JzujbA \$(-).	PR - Lee County           PR - Lee County           Cash Indicated           1/26/02           Cont FLMyers           Residential           1/26/02	);sulbA 2(-)+	OR 3646 Pg. 201 PR - Lee County/selli S36,000 5/14/2002 5/34/2002 Fee 7,500 sf Feadentiat Feadentiat Feadentiat Feadentiat Feadentiat Feadentiat	V-92' E-30 LEGUE/VACIO Keardauria LSOO 2' E Geur Er Whers Cour Er Whers Cour Er Whers	VLUE ADJUSTIMENTS VLUE ADJUSTIMENTS VLUE ADJUSTIME VLUE ADJUSTIME VLUE ADJUSTIME VLUE ADJUSTIMENTS VLUE ADJUSTIMENTS VLU
	JeuloA \$(-).	PR - Lee County           PR - Lee County           Cash Indicated           1/26/02           Cont FLMyers           Residential           1/26/02	);sulbA 2(-)+	OR 3646 Pg. 201 PR - Lee County/selli S36,000 5/14/2002 5/34/2002 Fee 7,500 sf Feadentiat Feadentiat Feadentiat Feadentiat Feadentiat Feadentiat	P-92' E-30 Leader	kenfication Sources kenfication Sees of Financing Sees of SalayTime Sales of SalayTime Sales of SalayTime Sales of Construction Sales of Sales of Construction Sales of Sales of Sales of Construction Sales of Sales of Sa
	JeuloA \$(-).	Frame         34.93         41           Frame         74.93         41	15 JeulbA 2(-)+	\$         66.5711           \$         66.5711           \$         66.5711           \$         50.000           \$         50.000           \$         50.000           \$         50.4000           \$	P-65, E-30 F-85, E-30 F-85, E-30 F-82, G-90, S-F F-82, G-90, S-F F-82, G-90, S-F F-90, R-82, G-90 F-90, S-7 F-90, S-	PrecyGross Living Area Design and Appeal Sata and Appeal Sate of Sate/Time Consistons Sate of Sate/Time Consessions Sate of Sate/Time Consessions Sate of Sate/Time Consessions Sate of Sate/Time Construction Sate of Sate/Time Construction Sate of Sate/Time Construction Sate of Sate/Time Construction Sate of Sate/Time Construction Sate of Sate Sate of Sate of Sate Sate of Sate of Sate Sate of Sate of Sate Sate of Sate Sate Sate of Sate of Sate of Sate Sate of Sate of Sate of Sate of Sate Sate of Sate of Sate of Sate of Sate of Sate Sate of Sate o
	JeuloA \$(-).	Frame/Average           5,000 sf           7,000 sf           11/26/02	);sulbA 2(-)+	\$       66.5711         \$       66.5711         \$       66.5711         \$       5         \$       66.5711         \$       66.5711         \$       5         \$       5         \$       5         \$       5         \$       5         \$       5         \$       5         \$       5         \$       5         \$       66.5711         \$       66.5712         \$       5         \$       5         \$       66.5711         \$       66.5712         \$       5         \$       5         \$       66.5711         \$       66.5712         \$       6         \$       7.5002         \$       7.447002         \$       7.447002         \$       6.6600         \$       7.447002         \$       7.447002         \$       7.447002         \$       7.447002         \$       7.447002         \$       7.44702     <	5         Not a Sala           5         Not a Sala           5         Not a Sala	Pales Price PrecyGross Living Area Presydon Sources Preside and Appeal Preside of Saley Time Preside of Saley Time Presiden Presi
	JeuloA \$(-).	0.87 miles 1,2,00 st 1,2,00 st 2,000 st 2,	15 JeulbA 2(-)+	1.28 miles 5 66.57 // 1 7.50 miles 5 66.57 // 1 5/.4/2002 5/.	P-65, E-30 F-85, E-30 F-85, E-30 F-82, G-90, S-F F-82, G-90, S-F F-82, G-90, S-F F-90, R-82, G-90 F-90, S-7 F-90, S-	Iosidu 2 Subict 10 Iosidu
	JeuloA \$(-).	Fort Myers           0.87 miles           5,000 sf           7,000 sf           7,000 sf           7,000 sf           5,000 sf           5,000 sf           5,000 sf           5,000 sf	000 St	Fort Myers           1.26 miles           5.64.6 Pg. 201           5.64.6 Pg. 201           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002           5.14/2002	Y-92, E-30           Franch           Franch <t< td=""><td>Port Myers Provinity to Subject Provinity to Subject Provinity to Subject Provinity to Subject Provinity to Subject Provinity of Construction Provinity of Construction Provini</td></t<>	Port Myers Provinity to Subject Provinity to Subject Provinity to Subject Provinity to Subject Provinity to Subject Provinity of Construction Provinity of Construction Provini
// \$ \$ 	000,55 1200A 2(-)	2925 Thomas Streel Fort Myers 0.87 miles 5, 34.93 dr 7,26/02 7,200 st 7,26/02 7,000 st 7,200	000 21 feature 100 21-)+	1223 Williams Street Fort Myers 5, 66, 57 41 5, 500 5, 44, 69, 201 5, 44, 700 5, 44, 69, 201 5, 44, 200 5, 44, 700 5, 700 7,	Y-65, E-30           Frame/Average           Frame/Average           Residential           Residential           Pub.Records           Pub.Records           Stand           No.Records           Stand	2100 Hale 5 Made State Flort Myers Proximity to Subject State Proximity to Subject Sales Price Sales of Financing Sales of Sonstruction Sales of Construction Sales o
	32,000 S	Сомиралявие ко           2925 Тhomas Street           Fort Myers           0.67 miles           5         34.93           0.67 miles           7           0.67 miles           5         34.93           7         2650 miles           1726/02         5,0014           6.67 miles         6.67 miles           7,200 sf         7,000 sf           6.63 miles         6.61 miles           7,200 sf         7,000 sf           7,200 sf         7,000 sf	→ 00 → 000 →	CoMPARABLE I 1223 Williams Street Fort Myers Fort Myers 1.26 willes 5.66.57 (J) 5.14,2002 5.14,1202 5.	Y-92' E-30           LESUBOYA-64306           Kauch           LSTOR Z'E           Kauch           LSTOR Z'E           LSTOR Z'E           Laster           LSTOR Z'E           LSTO	ITEM Indiffy of Construction residu and Appeal iew residu and Appeal iew reservoid/Lee Simple reservoid/Lee Simple reservoid/Lee Simple reservoid

59-3 staylanA siaG texhaM

•

1

İ

5-Year Sales History

Parcel No. 158

Palmetto Extension Project, No. 4073

# NO SALES in PAST 5 YEARS

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

S:\POOL\LANDDFRM\HISTRY.WPD

ĺ

÷

i.

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

LEE COUNTY-COUNTY LANDS

LEE COUNTY

Writer's Direct Dial Number:

239.479.8505 239.479.8391 FAX

BOARD OF COUNTY COMMISSIONERS

Bob Jer<del>ms</del> District One

VIA FAX TO 332-6604

Saeed Kazemi, P.E. City Engineer

Fort Myers, FL 33902-2217

January 16, 2003

City of Fort Myers

P.O. Box 2217

Douglas R. St. Cerny District Two

Roy Judah District Three

Andrew W. Coy Distact Four

John E, Albion District Five

Donald D, Stilwell County Manager

RE: PARCEL 158, PALMETTO EXTENSION PROJECT

Request for review and sign-off on acquisition proposal

James G. Үзөдөг County Апоглеу

Diana M. Parker County Hearing Exeminer Dear Saeed:

The appraisal for parcel 158 has been reviewed and approved by County Staff and we are preparing to request Board approval to make a binding offer. Below is the relevant data for this parcel. Please review and approve on behalf of the City as well as confirm that funds are available. Thank you.

Sincerely,

Michele S. McNeill, SR/WA Property Acquisition Agent

Parcel 158 Property Owner: Estate of Elzolia Whitt Appraiser: Carlson Norris and Associates, Inc. Appreisal Date: 11/4/02 Appraised Amount: \$36,500 Binding Offer Amount: \$40,000 plus moving fees of \$1,000.

Binding Offer Approved:

< Kazemi, P.E. See. Ingineer, City of Fort Myers

Funds are available in account:

310-4315-541-6100

001