

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

Blue Sheet No. 20041069

1. REQUESTED MOTION:

ACTION REQUESTED: Approve Purchase Agreement for acquisition of Parcel 326, Imperial Street Widening Project No. 4060, in the amount of \$190,300; authorize payment of costs to close, and the Division of County Lands to handle all documentation necessary to complete transaction.

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

WHAT ACTION ACCOMPLISHES: The Board avoids Eminent Domain.

2. DEPARTMENTAL CATEGORY: 06
COMMISSION DISTRICT #: 3 *C6C*

3. MEETING DATE:
09-14-2004

| | | | | | |
|---|--|---|--|--|--|
| 4. AGENDA: | | 5. REQUIREMENT/PURPOSE: | | 6. REQUESTOR OF INFORMATION | |
| <input checked="" type="checkbox"/> CONSENT <input type="checkbox"/> ADMINISTRATIVE <input type="checkbox"/> APPEALS <input type="checkbox"/> PUBLIC <input type="checkbox"/> WALK ON TIME REQUIRED: | | (Specify) <input checked="" type="checkbox"/> STATUTE 125 <input type="checkbox"/> ORDINANCE <input type="checkbox"/> ADMIN. <input type="checkbox"/> OTHER | | A. B. DEPARTMENT <u>Independent</u> C. DIVISION <u>County Lands</u> <i>TLM 8/25/04</i> BY <u>Karen L. W. Forsyth, Director</u> <i>KLF</i> | |

7. BACKGROUND:

Negotiated for: Department of Transportation

Interest to Acquire: Fee simple, improved with single family residence.

Property Details

Owner: Clarence W. Shastal, Mildred C. Shastal, and Karen Ann Gutekunst, as joint tenants with right of survivorship
 Address: 27367 Imperial Street, Bonita Springs
 STRAP No.: 36-47-25-B2-01045.0000

Purchase Details

Purchase Price: \$190,300 (Price is inclusive of moving expenses.)
 Costs to Close: Approximately \$3,500, plus attorney fees in the amount of \$3,640.88

Appraisal Information

Company: Carlson, Norris & Associates, Inc.
 Appraised Value: \$173,000 as of May 14, 2004

Staff Recommendation: County staff is of the opinion that the purchase price increase of 10% above the appraised value can be justified based on the increasing real estate market values in this geographic area, and the fact that any moving allowance is included in said price. Also, considering the costs associated with condemnation proceedings estimated to be between \$4,000-\$7,000, **excluding** land and building value increases, staff recommends the Board approve the Requested Motion.

Account: 20406018808.506110

20 - CIP; 4060 - Imperial Street; 18808 - Impact Fees - Road - Bonita; 506110 - Land

Attachments: Purchase Agreement; Title Data; Appraisal (Location Map Included); Letter from City of Bonita Springs; 5-Year Sales History.

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

| A Department Director | B Purchasing or Contracts | C Human Resources | D Other | E County Attorney | F Budget Services | | | | G County Manager |
|-----------------------------|---------------------------------|-------------------------|----------------|--------------------------|----------------------|---------------|----------------|----------------|---------------------|
| | | | | | OA | QM | RISK | GC | |
| <i>K. Forsyth</i> | | | <i>8/26/04</i> | <i>John J. [unclear]</i> | <i>8/26/04</i> | <i>9/1/04</i> | <i>8/26/04</i> | <i>8/30/04</i> | <i>11/5 9/1/04</i> |

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

Rec. by CoAtty
 Date: *8/26/04*
 Time: *4:05*
 Forwarded To:

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
8/30/04
9:05 am 507
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
9-1-04
4:30 PM

4/5

This document prepared by
Lee County Public Works
County Lands Division
Project: Imperial Street Widening, No. 4060
Parcel: 326
STRAP No.: 36-47-25-B2-01045.0000

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 ____ day of _____, 200__, by and between Clarence W. Shastal, Mildred C. Shastal, and Karen Ann Gutekunst, as joint tenants with rights of survivorship, hereinafter referred to as SELLER, whose address is 27367 Imperial Street, Bonita Springs, Florida, 34135, 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 17,401 square feet, more or less, and located at 27367 Imperial Street, Bonita Springs, Florida 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 Ninety Thousand Three Hundred and No/100 (\$190,300.00), payable at closing by County Warrant.

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 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:

- (a) provide 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) pay utility services up to, but not including the date of closing;
- (c) pay taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) pay release of mortgage fees, if any.

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

- (a) Recording fee for deed;
- (b) documentary stamps on deed;
- (c) seller's attorney fees in the amount of \$3,640.88;
- (d) 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.

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 45 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

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

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

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

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

WITNESSES:

SELLER:

Clarence W. Shastal 8-5-04
Clarence W. Shastal (DATE)

WITNESSES:

SELLER:

Mildred C. Shastal 8-5-04
Mildred C. Shastal (DATE)

WITNESSES:

SELLER:

Karen Ann Gutekunst 8/4/04
Karen Ann Gutekunst (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

SPECIAL CONDITIONS

BUYER: Lee County

SELLER: Clarence W. Shastal, Mildred C. Shastal, and Karen Ann Gutekunst

PARCEL NO. 326

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 (May 14, 2004).

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.

The purchase price of \$190,300.00 is inclusive of any moving allowance.

WITNESSES:

SELLER:

Clarence W. Shastal 8-5-04
Clarence W. Shastal (DATE)

WITNESSES:

SELLER:

Mildred C. Shastal 8-5-04
Mildred C. Shastal (DATE)

WITNESSES:

SELLER:

Karen Ann Gutekunst 8/4/04
Karen Ann Gutekunst (DATE)

CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

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)

EXHIBIT "A"

Project: Imperial Street Widening, No. 4060

Parcel: 326

STRAP No.: 36-47-25-B2-01045.0000

Lot 45, Imperial Oaks Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 36, Pages 72 and 73, Public Records of Lee County, Florida.

Updated Ownership and Easement Search
Search No. 21580/C
Date: August 6, 2004
Parcel: 326
Project: Imperial Road Widening,
#4060

To: Teresa L. Mann, SRWA
Property Acquisition Agent

From: Kenneth Pitt 
Real Estate Title Examiner

STRAP: 36-47-25-B2-01045.0000

Effective Date: July 7, 2004, at 5:00 p.m.

Subject Property: Lot 45, Imperial Oaks Subdivision, according to the map or plat thereof filed and recorded in the Office of the Clerk of the Circuit Court, in Plat Book 36, Page 72, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Clarence W. Shastal, Mildred C. Shastal and Karen Ann Gutekunst, as joint tenants with rights of survivorship

by that certain instrument dated November 8, 1993, recorded November 18, 1993, in Official Record Book 2444, Page 1374, Public Records of Lee County, Florida.

Easements:

1. Ten foot (10') Utility Easement along the west lot line, as shown on Plat in Plat Book 36, Page 73, Public Records of Lee County, Florida. (affects project area)
2. Easement Dedication recited on Plat: All lots are subject to a ten foot (10') Utility Easement on all street lines. All lots are subject to a six foot (6') Utility Easement on side lot lines. (affects project area)
3. Subject to a Drainage Easement affecting the Easterly portion of the subject property, as shown on the recorded plat.

NOTE (1): For Information: There is a Right-Of-Way Agreement by and between Robert A. Lawhon, Jr. (the developer of the subdivision) and Bonita Springs Water System, Inc. granting an easement over and across the east side of Imperial Street for utility purposes, as recorded in Official Record Book 828, Page 34.

Division of County Lands

Updated Ownership and Easement Search

Search No. 21580/C

Date: August 6, 2004

Parcel: 326

Project: Imperial Road Widening,
#4060

NOTE (2): Subject to a Mortgage in the original sum of \$51,500.00, Clarence W. Shastal, Mildred C. Shastal and Karen Ann Gutekunst (mortgagors) and GMAC Mortgage Corporation, D/B/A Ditech.com (mortgagee), recorded in Official Record Book 4094 Page 3329, Public Records of Lee County, Florida.

Tax Status:\$1,360.40 paid on 11/24/03 for Tax Year 2003.

(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.

Summary Appraisal Report

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 21672D

| | | | | | | | | | | | | | |
|---|--|---|--|--|--|--|--|--|--|--|--|--|--|
| Property Description | | Property Address 27367 Imperial Street | | City Bonita Springs | | State FL | | Zip Code 34135-5834 | | | | | |
| Legal Description Lot 45, Imperial Oaks Subd., PB 36, PG 73 | | Parcel 326** | | County Lee | | Assessor's Parcel No. 36-47-25-B2-01045.0000 | | Tax Year 2003 R.E. Taxes \$ 1,417.08 Special Assessments \$ 0.00 | | | | | |
| Borrower SHASTAL, CW/MC+GUTEKUNST, Karen | | Current Owner CW+Mildred Shastal/Karen Gutekunst | | Occupant: <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant <input type="checkbox"/> Vacant | | Property rights appraised <input checked="" type="checkbox"/> Fee Simple <input type="checkbox"/> Leasehold | | Project Type <input type="checkbox"/> PUD <input type="checkbox"/> Condominium (HUD/VA only) HOA \$ N/A /Mo. | | | | | |
| Neighborhood or Project Name Bonita Springs | | Map Reference 36-47-25 | | Census Tract 0505.00 | | Sale Price \$ Not a Sale | | Date of Sale N/A | | | | | |
| Lender/Client Lee County - County Lands | | Address P.O. Box 398, Fort Myers, FL 33902-0398 | | Appraiser Phil Benning, Associate | | Address 1919 Courtney Drive, Suite 14, Fort Myers, FL 33901 | | Description and \$ amount of loan charges/concessions to be paid by seller N/A | | | | | |
| Location <input type="checkbox"/> Urban <input checked="" type="checkbox"/> Suburban <input type="checkbox"/> Rural | | Predominant occupancy <input type="checkbox"/> Single family housing <input checked="" type="checkbox"/> Tenant <input type="checkbox"/> Vacant (0-5%) <input type="checkbox"/> Vac. (over 5%) | | Single family housing PRICE \$(000) 110 Low New | | Present land use % One family 85 2-4 family 10 Multi-family Commercial | | Land use change <input checked="" type="checkbox"/> Not likely <input type="checkbox"/> Likely <input type="checkbox"/> In process | | | | | |
| Built up <input checked="" type="checkbox"/> Over 75% <input type="checkbox"/> 25-75% <input type="checkbox"/> Under 25% | | Growth rate <input checked="" type="checkbox"/> Rapid <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Slow | | Property values <input checked="" type="checkbox"/> Increasing <input type="checkbox"/> Stable <input type="checkbox"/> Declining | | Demand/supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In balance <input type="checkbox"/> Over supply | | Marketing time <input type="checkbox"/> Under 3 mos. <input checked="" type="checkbox"/> 3-6 mos. <input type="checkbox"/> Over 6 mos. | | | | | |
| Note: Race and the racial composition of the neighborhood are not appraisal factors. | | Neighborhood boundaries and characteristics: Bounded by E.Terry Street to the north, I-75 east, Bus. US 41 west & Bonita Beach Road south. | | Predominately single family residential. | | Factors that affect the marketability of the properties in the neighborhood (proximity to employment and amenities, employment stability, appeal to market, etc.): | | The market area is a maturely developed residential area in east Bonita Springs with typically average quality single family homes, manufactured homes & duplexes. Shopping, area beaches & employment centers are located nearby. Increasing employment and property values are prevalent. There is convenient access to Bonita Beach & the Gulf by way of Bonita Beach Road. | | | | | |
| 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.): | | No unusual marketing concessions are necessary for this market area. Resales are sold with conventional financing and cash. Fixed, adjustable, & purchase money mortgages are available with rates are currently in the 4.5% to 7% range. Supply & demand is in balance, with typical marketing time between 3 & 6 months. | | Project information for PUDs (if applicable) -- Is the developer/builder in control of the Home Owners' Association (HOA)? <input type="checkbox"/> Yes <input type="checkbox"/> No | | 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: | | Dimensions 80' x 115' (effective) additional 102.5' is drainage easement | | Site area 9,200 S.F. (drainage easement not included) | | Specific zoning classification and description RS-1, Residential Single Family | | Zoning compliance <input checked="" type="checkbox"/> Legal <input type="checkbox"/> Legal nonconforming (Grandfathered use) <input type="checkbox"/> Illegal <input type="checkbox"/> No zoning | | | | | |
| Highest & best use as improved: <input checked="" type="checkbox"/> Present use <input type="checkbox"/> Other use (explain) | | Utilities Public Other | | Electricity <input checked="" type="checkbox"/> Gas <input type="checkbox"/> Water <input checked="" type="checkbox"/> Sanitary sewer <input type="checkbox"/> Septic <input type="checkbox"/> Storm sewer <input type="checkbox"/> | | Off-site improvements Type Public Private | | Street Paved Asphalt <input checked="" type="checkbox"/> Curb/gutter None <input type="checkbox"/> Sidewalk None <input type="checkbox"/> Street lights Pole <input checked="" type="checkbox"/> Alley None <input type="checkbox"/> | | | | | |
| Comments (apparent adverse easements, encroachments, special assessments, slide areas, illegal or legal nonconforming zoning use, etc.): | | No adverse site conditions were noted. Site improvements: Fill/landscaping/sod \$6,000; water/septic \$4,500; driveway \$1,800, impact fees \$3,200. | | GENERAL DESCRIPTION | | EXTERIOR DESCRIPTION | | FOUNDATION | | BASEMENT | | INSULATION | |
| No. of Units 1 | | Foundation Conc.Slab | | Slab None | | Area Sq. Ft. None | | % Finished N/A | | Roof <input type="checkbox"/> | | Ceiling *Adeq. <input checked="" type="checkbox"/> | |
| No. of Stories One | | Exterior Walls Frame/T1-11 | | Crawl Space None | | Basement None | | Ceiling N/A | | Walls *Adeq. <input checked="" type="checkbox"/> | | Floor <input type="checkbox"/> | |
| Type (Det./Att.) Detached | | Roof Surface Comp.Shingle | | Sump Pump None | | Walls N/A | | Floor N/A | | None <input type="checkbox"/> | | Unknown <input type="checkbox"/> | |
| Design (Style) Ranch | | Gutters & Dwnspnts Aluminum | | Settlement None Observed | | Outside Entry N/A | | None Observed | | *Assumed Adeq. | | | |
| Existing/Proposed Existing | | Window Type Aluminum | | None Observed | | | | | | | | | |
| Age (Yrs.) 11/1993 | | Storm/Screens No/Screens | | | | | | | | | | | |
| Effective Age (Yrs.) 7 Years | | Manufactured House No | | | | | | | | | | | |
| ROOMS | | Foyer | | Living | | Dining | | Kitchen | | Den | | Family Rm. | |
| Basement | | | | | | | | | | | | | |
| Level 1 | | Area | | 1 | | Area | | 1 | | | | 3 | |
| Level 2 | | | | | | | | | | | | 2 | |
| Finished area above grade contains: | | 5 Rooms: | | 3 Bedroom(s): | | 2 Bath(s): | | 1,401 Square Feet of Gross Living Area | | | | | |
| INTERIOR | | Materials/Condition | | HEATING FWA | | KITCHEN EQUIP. | | ATTIC | | AMENITIES | | CAR STORAGE: 2 Garage | |
| Floors Carpet/Tile | | Type Cent. | | Refrigerator <input type="checkbox"/> None <input type="checkbox"/> | | Range/Oven <input checked="" type="checkbox"/> Stairs <input type="checkbox"/> | | Fireplace(s) # 0 <input type="checkbox"/> | | Patio Open/138sf <input checked="" type="checkbox"/> | | Garage # of cars | |
| Walls Drywall | | Fuel Elect. | | Disposal Avg. <input checked="" type="checkbox"/> Drop Stair <input checked="" type="checkbox"/> | | Scuttle <input type="checkbox"/> Floor <input type="checkbox"/> | | Deck <input checked="" type="checkbox"/> | | Porch Scr/260sf <input checked="" type="checkbox"/> | | Attached 2 Cars | |
| Trim/Finish Colonial | | Condition Avg. | | Dishwasher <input checked="" type="checkbox"/> Fan/Hood <input checked="" type="checkbox"/> | | Heated <input type="checkbox"/> | | Fence <input type="checkbox"/> | | Pool <input type="checkbox"/> | | Detached | |
| Bath Floor Tile | | COOLING Adeq. | | Microwave <input type="checkbox"/> Washer/Dryer <input type="checkbox"/> | | Finished <input type="checkbox"/> | | Covered Entry/50sf <input checked="" type="checkbox"/> | | Carport <input type="checkbox"/> | | Built-in | |
| Bath Wainscot Fiberglass & Tile | | Central Yes | | | | | | | | | | Carport | |
| Doors Raised Panel | | Other Fans | | | | | | | | | | Built-in | |
| All above in above avg. condition | | Condition Avg. | | | | | | | | | | Carport | |
| Additional features (special energy efficient items, etc.): Vaulted ceilings/plant shelves in living room, dining & kitchen; ceiling fans; tile flooring in kitchen, dining area & baths, carpet in other; window treatments; colonial trim; french doors to 260sf under truss screened porch, ** | | Condition of the improvements, depreciation (physical, functional, and external), repairs needed, quality of construction, remodeling/additions, etc.: No physical, functional or external inadequacies were noted. The improvements have been maintained in above average condition relative to actual age. **and a 138sf concrete patio. The metal roof/wood siding/sand floor 280sf shed on site was given minimal contributory value. | | 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 adverse environmental conditions were noted. | | | | | | | | | |

UNIFORM RESIDENTIAL APPRAISAL REPORT

STA# 10, Project No.4

File No. 216720

Valuation Section

| | | | | |
|--|--------------------------------------|------------|----------|---|
| ESTIMATED SITE VALUE | Unimproved site | = \$ | 58,000 | 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): The Cost Approach considers area builder's costs as determined from completed appraisals in file. The land value estimate is supported by land sales in the general market area. See attached addendum. |
| ESTIMATED REPRODUCTION COST-NEW-OF IMPROVEMENTS: | | | | |
| Dwelling | 1,401 Sq. Ft. @\$ 65.00 | = \$ | 91,065 | |
| | Cov.Entry, 50 Sq. Ft. @\$ 18.00 | = | 900 | |
| | Total Options - See Attached | = | 7,534 | |
| | Garage/Carport 462 Sq. Ft. @\$ 29.00 | = | 13,398 | |
| | Total Estimated Cost New | = \$ | 112,897 | |
| Less | Physical | Functional | External | |
| Depreciation | 13,175 | = \$ | 13,175 | |
| Depreciated Value of Improvements | | = \$ | 99,722 | |
| *As-Is* Value of Site Improvements | | = \$ | 15,700 | The Cost Approach estimates Replacement Cost new not |
| INDICATED VALUE BY COST APPROACH | | = \$ | 173,422 | Reproduction Cost new. |

| ITEM | SUBJECT | COMPARABLE NO. 1 | COMPARABLE NO. 2 | COMPARABLE NO. 3 |
|--|---|---|--|---|
| Address | 27367 Imperial Street 36-47-25-B2-01045.0000 | 10970 Dean Street 35-47-25-B3-00124.002B | 27005 Oliver Drive 36-47-25-B2-00600.0010 | 10325 Windley Key Terrace 28-47-25-B1-00800.0360 |
| Proximity to Subject | | 0.67 mile southwest | 0.50 mile northeast | 1.81 miles northwest |
| Sales Price | \$ Not a Sale | \$ 179,900 | \$ 169,500 | \$ 162,000 |
| Price/Gross Living Area | \$ | \$ 121.39 | \$ 129.69 | \$ 114.49 |
| Data and/or Verification Source | Inspection Lee County | ORB 4290 PG 4876 MLS/FARES/Lee County | ORB 4202 PG 1770 MLS/FARES/Lee County | ORB 4120 PG 3117 FARES/Lee County |
| VALUE ADJUSTMENTS | DESCRIPTION | DESCRIPTION +(-)\$ Adjust. | DESCRIPTION +(-)\$ Adjust. | DESCRIPTION +(-)\$ Adjust. |
| Sales or Financing Concessions | | Conventional \$179,900 | Conventional \$157,700 | Conv. \$129,600 + \$32,400 |
| Date of Sale/Time | | 05/11/04 | 02/18/04 | 11/13/03 |
| Location | Imperial Oaks | Bonita Farms | Aroyal Pines | Sandy Hollow |
| Leasehold/Fee Simple | Fee | Fee | Fee | Fee |
| Site | 9,200sf | 11,250sf -2,000 | 11,125sf -2,000 | 7,790sf +2,000 |
| View | Residential | Residential | Residential | Residential |
| Design and Appeal | Ranch | Ranch | Ranch | Ranch |
| Quality of Construction | Frame | CBS | CBS | CBS |
| Age | Eff=7, A=11 | Eff=7, A=18 | Eff=7, A=14 | Eff=7, A=14 |
| Condition | Above Average | Above Average | Above Average | Above Average |
| Above Grade Room Count | Total Bdrms: Baths 5 : 3 : 2 | Total Bdrms: Baths 5 : 3 : 2 | Total Bdrms: Baths 5 : 3 : 2 | Total Bdrms: Baths 5 : 3 : 2 |
| Gross Living Area | 1,401 Sq. Ft. | 1,482 Sq. Ft. -3,100 | 1,307 Sq. Ft. +3,600 | 1,415 Sq. Ft. |
| Basement & Finished Rooms Below Grade | None | None | None | None |
| Functional Utility | Average | Average | Average | Average |
| Heating/Cooling | Central | Central | Central | Central |
| Energy Efficient Items | Adequate | Adequate | Adequate | Adequate |
| Garage/Carport | 2 Garage | 2 Garage | 2 Garage | 2 Garage |
| Porch, Patio, Deck, Fireplace(s), etc. | 260sf Scr.Porch | 240sf Scr.Porch | 160sf Scr.Porch +1,100 | 192sf Scr.Porch +700 |
| Fence, Pool, etc. | None | None | Fenced -1,000 | Fenced -1,000 |
| Other Features | 280sf Boat Shed +700 | None | None +700 | None +700 |
| Net Adj. (total) | | + 4,400 | + 2,400 | + 2,400 |
| Adjusted Sales Price of Comparable | | \$ 175,500 | \$ 171,900 | \$ 164,400 |

Comments on Sales Comparison (Including the subject property's compatibility to the neighborhood, etc.): **See the attached addendum for additional comments. Sale #3 over 1 mile distant is among the most recent of an adequately priced home noted in the market area.**

| 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 in past 12 months per Lee County | No sale in past 12 months prior to above per Lee County | No sale in past 12 months prior to above per Lee County | No sale in past 12 months prior to above per Lee County |

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:
The subject property is not currently listed in the regional MLS.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 173,000

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier 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: **No special comments or conditions affect this appraisal. THIS IS A SUMMARY APPRAISAL REPORT. See attached special limiting conditions.**

Final Reconciliation: **Greatest weight is given to the Sales Comparison Analysis as it best reflects the actions of willing buyers & sellers. The Cost Approach is supportive. Because this area is typically owner occupied, there is insufficient data available for an Income Approach.**

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 6/93).

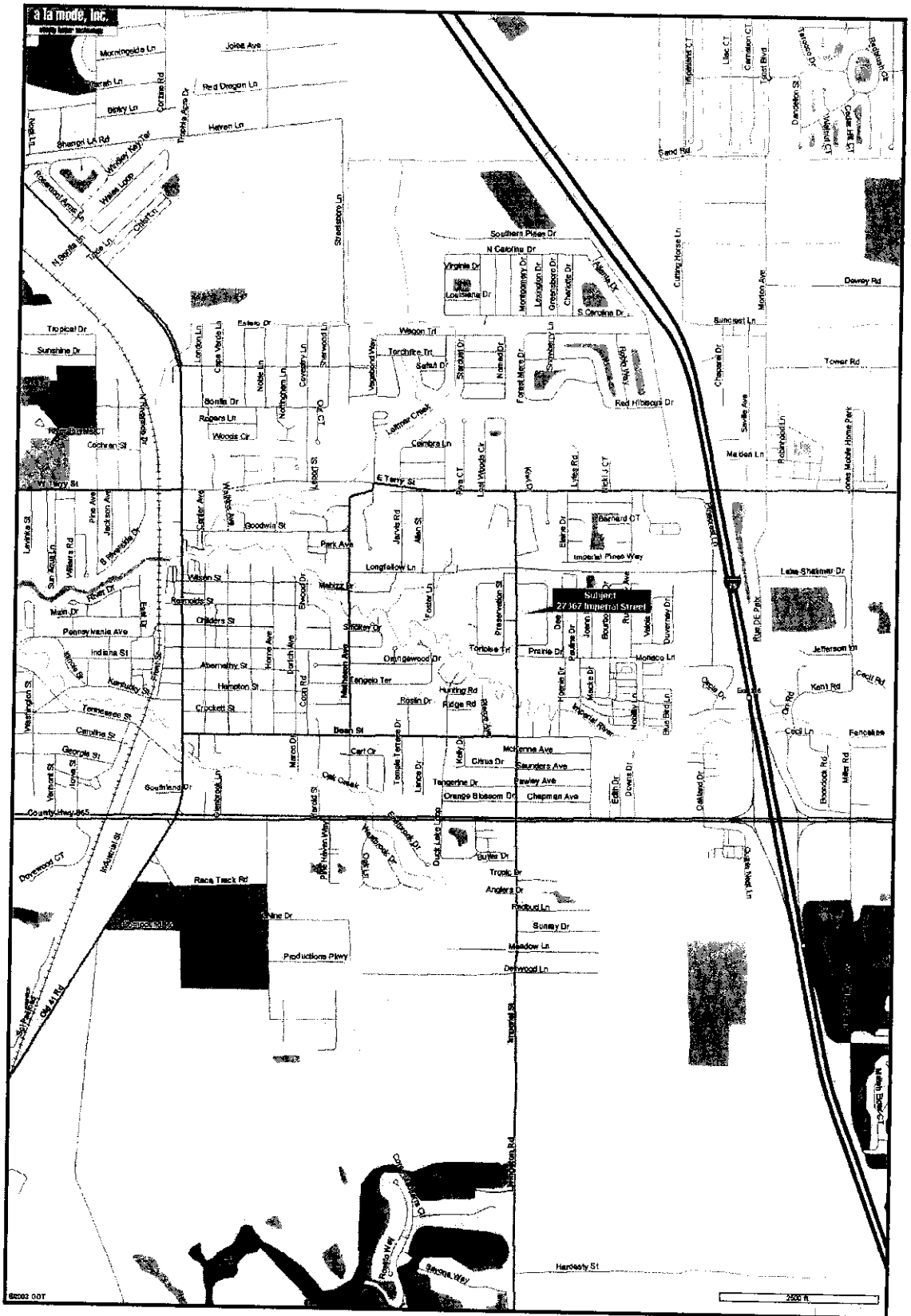
I (WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF May 14, 2004 (WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE 173,000

| | |
|--|--|
| APPRAISER: Phil Benning, Associate Signature: <i>Phil Benning</i> Name: Phil Benning, Associate Date Report Signed: May 19, 2004 State Certification # 0001220 St. Cert. Res. REA State FL | SUPERVISORY APPRAISER (ONLY IF REQUIRED): J. Lee Norris, MAI, SRA Signature: <i>J. Lee Norris</i> Name: J. Lee Norris, MAI, SRA Date Report Signed: May 19, 2004 State Certification # 0000643 St. Cert. Gen. REA State FL |
|--|--|

Or State License # _____ State _____

Location Map

| | | | |
|---|------------|----------|---------------------|
| Borrower/Client SHASTAL, CW/MC+GUTEKUNST, Karen | | | |
| Property Address 27367 Imperial Street | | | |
| City Bonita Springs | County Lee | State FL | Zip Code 34135-5834 |
| Lender Lee County - County Lands | | | |





RECEIVED
AUG 23 2004
COUNTY LANDS

*City of
Bonita Springs*

9220 BONITA BEACH ROAD
SUITE 111
BONITA SPRINGS, FL 34135
TEL: (239) 390-1000
FAX: (239) 390-1004
www.cityofbonitasprings.org

Jay Arend
Mayor

Wayne P. Edsall
Councilman
District One

Alex Grantt
Councilman
District Two

R. Robert Wagner
Councilman
District Three

John Joyce
Councilman
District Four

David T. Piper, Jr.
Councilman
District Five

Ben L. Nelson, Jr.
Councilman
District Six

~

Gary A. Price
City Manager

Audrey E. Vance
City Attorney

August 18, 2004

Mr. J. Keith Gomez
Property Acquisition Agent
Lee County
PO Box 398
Fort Myers, FL 33902

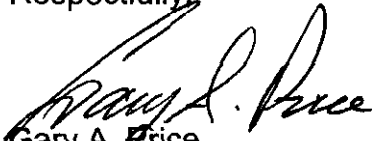
RE: Purchase Agreement – Imperial Street Widening
Project No. 4060
Parcel 326, Owners Shastal and Gutekunst

Dear Mr. Gomez:

The agreed upon purchase conditions for the aforementioned parcel are reasonable and purchase is recommended by my office.

If you need further authorization, feel free to contact me.

Respectfully,


Gary A. Price
City Manager

GAP/kw

cc: Ken Hoffman, Community Project Coordinator

5-Year Sales History

Parcel No. 326

Imperial Street Widening

Project No. 4060

| Grantor | Grantee | Price | Date | Arms Length Y/N |
|---------|---------|-------|------|--------------------|
| | | | | |

NO SALES in PAST 5 YEARS