

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

Blue Sheet No. 20060751

1. ACTION REQUESTED/PURPOSE: Approve Purchase Agreements for the acquisition of Parcel 108 (East 60') and Parcel 108 (West 70'), Ortiz Avenue Widening Project, No. 4072, in the respective amounts of \$25,000 and \$28,000, pursuant to the terms and conditions set forth in the Agreements; Authorize payment of costs to close and the Division of County Lands to handle and accept all documentation necessary to complete this transaction.

2. WHAT ACTION ACCOMPLISHES: The Board must accept all real estate conveyances to Lee County.

3. MANAGEMENT RECOMMENDATION: Approve.

4. Departmental Category: 6

CGE

5. Meeting Date:

6-27-2006

6. Agenda:

- Consent
- Administrative
- Appeals
- Public
- Walk-On

7. Requirement/Purpose: (specify)

- Statute 125
- Ordinance
- Admin. Code
- Other

8. Request Initiated:

Commissioner _____
 Department Independent
 Division County Lands
 By: Karen L.W. Forsyth, Director

9. Background:

Negotiated for: Department of Transportation

Interest to Acquire: The acquisition of the fee-simple interest in the East 60' of Lots 4 and 5, less road right-of-way, encompasses a vacant portion of the residential property. The West 70' of Parcel 108 includes the acquisition of the owner's primary residence, a 1953 travel trailer, and site improvements.

Property Details:

Owner: Lucille M. Love, a single person
Location: 316 Ortiz Avenue, Fort Myers 33905
STRAP No.: 04-44-25-16-00005.0040

Purchase Details:

Purchase Price: \$53,000 (East 60' of Lots 4 and 5, less road right-of-way - \$25,000; West 70' of Lots 4 and 5 - \$28,000). The purchase of the property has been split into two separate acquisitions to accommodate the owner's relocation time requirements. The initial and immediate closing of the East 60' of Lots 4 and 5, less road right-of-way, will secure the additional right of way for the widening project. The secondary closing, to be held not later than March 2008, will complete the purchase of the remaining parent tract, which is proposed for drainage facilities.

Costs to Close: Estimated to be \$1,250

Appraisal Information:

Company: Carlson, Norris & Associates, Inc.
Appraised Value: \$50,000

Staff Recommendation: Staff is of the opinion that the purchase price increase of 6% can be justified considering costs of condemnation to be over \$5,000, excluding attorney fees and value increases. Therefore, staff recommends the Board approve the Action Requested.

Account: 20407218823.506110

Attachments: Purchase Agreement (East Portion), Purchase Agreement (West Portion), Appraisal, Title Data, 5-Year Sales History

10. Review for Scheduling:

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

11. Commission Action:

- Approved
- Deferred
- Denied
- Other

RECEIVED BY
 COUNTY ADMIN: *[Signature]*
 6/12/06 8:15 AM
 COUNTY ADMIN
 FORWARDED TO: *[Signature]*
 6/16/06 10 AM

Rec. by CoAtty
 Date: 6/9/06
 Time: 11:08 AM
 Forwarded To: *[Signature]*
 6/17/06 4:52 PM

STRAP No.: 04-44-25-16-00005.0040

**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 Lucille Ambrose Love, a/k/a Lucille M. Love, a single peron, hereinafter referred to as SELLER, whose address is 316 Ortiz Avenue, Fort Myers, Florida, 33905, and Lee County, a political subdivision of the State of Florida, hereinafter referred to as BUYER.

WITNESSETH:

1. **AGREEMENT TO PURCHASE AND TO SELL:** SELLER agrees to sell and BUYER agrees to purchase, subject to the terms and conditions set forth below, a parcel of land consisting of 5,500 square feet, more or less, and located at 316 Ortiz Avenue, Fort Myers, Florida 33905, and more particularly described as the East 60' of Lots 4 and 5, Block 5, Parque De Leon, as recorded in Plat Book 6, Page 72, Public Records of Lee County, Florida; Less Road Right of Way, hereinafter called "the Property." This property will be acquired for the Ortiz Avenue widening project, hereinafter called "the Project."

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price ("Purchase Price") will be Twenty-Five Thousand and No/100 (\$25,000), 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 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, 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 (documents to be prepared by closing agent at Buyer's expense);
- (b) pay utility services up to, but not including the date of closing, unless otherwise stated herein;
- (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.
- (e) SELLER'S attorney fees, if any.

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

- (a) Recording fee for deed;
- (b) documentary stamps on deed;
- (c) 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 may elect to accept the Property in its existing condition, 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 conditions unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition 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 60 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.

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

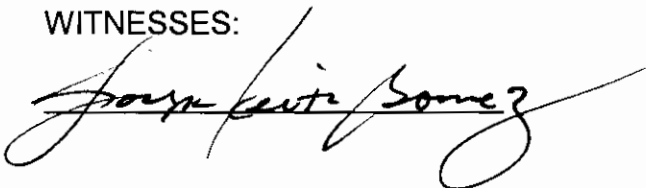
15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.

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

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

18. **SPECIAL CONDITIONS:** Purchase Price recited herein, includes payment for all landscaping and fencing located on the Property. Any additional special conditions will be attached to this Agreement and signed by all parties to this Agreement.

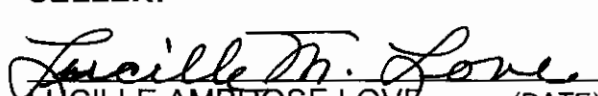
WITNESSES:



CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

 6-5-06
LUCILLE AMBROSE LOVE, (DATE)
a/k/a LUCILLE M. LOVE

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

This document prepared by
Division of County Lands
Project: Ortiz Avenue Widening, No. 4072
STRAP No.: 04-44-25-16-00005.0040

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LEE COUNTY
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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 7,000 square feet, more or less, and located at 316 Ortiz Avenue, Fort Myers, Florida 33905, and more particularly described as the West 70' of Lots 4 and 5, Block 5, Parque De Leon, as recorded in Plat Book 6, Page 72, Public Records of Lee County, Florida; Less Road Right of Way, hereinafter called "the Property." This property will be acquired for the Ortiz Avenue widening project, hereinafter called "the Project."

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- (b) pay utility services up to, but not including the date of closing, unless otherwise stated herein;
- (c) pay taxes or assessments for which a bill has been rendered on or before the date of closing;
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10. ENVIRONMENTAL AUDIT: BUYER may perform or have performed, at BUYER'S expense, an environmental audit of the Property. If the audit identifies environmental conditions unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition or BUYER may terminate this Agreement without obligation.

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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 March 28, 2008. 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.

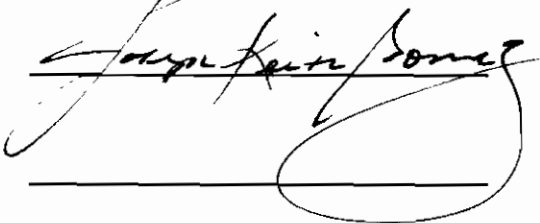
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17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.

18. **SPECIAL CONDITIONS:** Purchase Price recited herein, includes payment for all moving expenses, SELLER's attorney fees, if any, improvements, travel trailer, sheds, landscaping (except plants and flowers cultivated by SELLER) and fencing located on the Property. Upon the Buyer's written acceptance of this Agreement, SELLER(S) hereby give permission allowing entry to the premises by County Representatives, upon first receiving 48 hours prior notice, in order for the premises to be inspected for asbestos containing materials and to determine if relocating any or all real estate improvements is feasible subsequent to closing and the County taking possession of the property. Any additional special conditions will be attached to this Agreement and signed by all parties to this Agreement.


WITNESSES:



CHARLIE GREEN, CLERK

BY: _____
DEPUTY CLERK (DATE)

SELLER:

 6-5-06
LUCILLE AMBROSE LOVE, (DATE)
a/k/a LUCILLE M. LOVE

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
TAMMARA HALL, CHAIRWOMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

LAND APPRAISAL REPORT

File No. 228110

STA#31, Project 4

File No. 228110

Summary Appraisal Report

Bomber LOVE, Lucille M. Census Tract 3.02 Map Reference 04-44-25
 Property Address 316 Ortiz Avenue
 City Fort Myers County Lee State FL Zip Code 33905-3614
 Legal Description Lots 4+5, Parque De Leon, PB 6 PG 72
 Sale Price \$ Not a Sale Date of Sale N/A Loan Term N/A yrs. Property Rights Appraised Fee Leasehold De Minimis PUD
 Actual Real Estate Taxes \$ 281.45 (yr) Loan charges to be paid by seller \$ N/A Other sales concessions _____
 Lender/Client Lee County - County Lands Address P.O. Box 398, Fort Myers, FL 33902-0398
 Occupant Vacant Land Appraiser Phil Benning, Associate Instructions to Appraiser Estimate Market Value

<p> Location <input checked="" type="checkbox"/> Urban <input type="checkbox"/> Suburban <input type="checkbox"/> Rural Built Up <input type="checkbox"/> Over 75% <input type="checkbox"/> 25% to 75% <input type="checkbox"/> Under 25% Growth Rate <input checked="" type="checkbox"/> Fully Dev. <input type="checkbox"/> Rapid <input checked="" type="checkbox"/> Steady <input type="checkbox"/> Slow Property Values <input checked="" type="checkbox"/> Increasing <input checked="" type="checkbox"/> Stable <input type="checkbox"/> Declining Demand/Supply <input type="checkbox"/> Shortage <input checked="" type="checkbox"/> In Balance <input type="checkbox"/> Oversupply Marketing Time <input type="checkbox"/> Under 3 Mos. <input checked="" type="checkbox"/> 4-6 Mos. <input type="checkbox"/> Over 6 Mos. Present Land Use <u>80% 1 Family</u> <u>10% 2-4 Family</u> _____ % Apts. _____ % Condo <u>5% Commercial</u> _____ % Industrial <u>5% Vacant</u> _____ % Change in Present Land Use <input checked="" type="checkbox"/> Not Likely <input type="checkbox"/> Likely (*) <input type="checkbox"/> Taking Place (*) (*) From _____ To _____ Predominant Occupancy <input checked="" type="checkbox"/> Owner <input type="checkbox"/> Tenant _____ % Vacant Single Family Price Range <u>\$ 80,000</u> to <u>\$ 500,000</u> Predominant Value \$ <u>150,000+</u> Single Family Age <u>New</u> yrs. to <u>85</u> yrs. Predominant Age <u>40+</u> yrs. </p>	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td>Employment Stability</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Employment</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Shopping</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Convenience to Schools</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Public Transportation</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Recreational Facilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Adequacy of Utilities</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Property Compatibility</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Protection from Detrimental Conditions</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Police and Fire Protection</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>General Appearance of Properties</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> <tr> <td>Appeal to Market</td> <td><input type="checkbox"/></td> <td><input checked="" type="checkbox"/></td> <td><input type="checkbox"/></td> <td><input type="checkbox"/></td> </tr> </table>	Employment Stability	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Employment	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Shopping	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Convenience to Schools	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Public Transportation	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Recreational Facilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Adequacy of Utilities	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Property Compatibility	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Protection from Detrimental Conditions	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Police and Fire Protection	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	General Appearance of Properties	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Appeal to Market	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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Comments including those factors, favorable or unfavorable, affecting marketability (e.g. public parks, schools, view, noise): The area is bounded by Palm Beach Blvd north, MLK Jr Blvd. south, Palmetto Ave. west & I-75 to the east. The area surrounding the subject is maturely developed with predominately average quality single family homes & duplexes of various sizes, ages, & features. The subject has immediate access to supporting facilities nearby, including schools, recreation, shopping and employment in nearby downtown Fort Myers. Market conditions are stabilizing.

Dimensions 100' x 135' = 13,500 Sq. Ft. or Acres Corner Lot
 Zoning classification TFC-2, Two Family Conservation Present Improvements do do not conform to zoning regulations
 Highest and best use Present use Other (specify) Improved with site built single family residential dwelling
 Public Other (Describe) _____
 Elec. Gas Water San. Sewer Underground Elect. & Tel.
 OFF SITE IMPROVEMENTS
 Street Access Public Private Topo Level _____
 Surface Paved Asphalt Size Larger than Typical 2 Lot Site.
 Maintenance Public Private Shape Rectangular
 Storm Sewer Curb/Gutter View Residential
 Sidewalk Street Lights Drainage Appears adequate
 Is the property located in a HUD identified Special Flood Hazard Area? No Yes

Comments (favorable or unfavorable including any apparent adverse easements, encroachments, or other adverse conditions): No adverse easements or encroachments were noted. No survey was provided. Subject is in Zone X, FEMA Panel 1251240225C dated 03/15/94. Access to the interior of the 1 bedroom 1 bath travel trailer+greenhouse was provided. The improvements are not included in the value estimate reported. Value estimate is for land only. See attached comments on the condition of the improvements. Also, see attached photos and building sketch.

The undersigned has recited three recent sales of properties most similar and proximate to subject and has considered these in the market analysis. The description includes a dollar adjustment reflecting market reaction to those items of significant variation between the subject and comparable properties. If a significant item in the comparable property is superior to or more favorable than the subject property, a minus (-) adjustment is made thus reducing the indicated value of subject; if a significant item in the comparable is inferior to or less favorable than the subject property, a plus (+) adjustment is made thus increasing the indicated value of the subject.

ITEM	SUBJECT PROPERTY	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
Address	<u>316 Ortiz Avenue</u> <u>04-44-25-16-00005.0040</u>	<u>278 Granada Avenue</u> <u>04-44-25-03-00011.4240+4250</u>	<u>315+317 Balboa Avenue</u> <u>04-44-25-03-00012.5040+0505</u>	<u>466 Tyrone Avenue</u> <u>04-44-25-14-00002.0070</u>
Proximity to Subject		<u>0.57 mile northeast</u>	<u>0.49 mile northeast</u>	<u>0.35 mile west</u>
Sales Price	<u>\$ Not a Sale</u>	<u>\$ 53,000</u>	<u>\$ 45,000</u>	<u>\$ 45,000</u>
Price per Square Foot		<u>\$ 3.79</u>	<u>\$ 3.33</u>	<u>\$ 3.13</u>
Data Source	<u>Inspection</u>	<u>MLS/OR 2005000165238</u>	<u>MLS/OR 2005000065745</u>	<u>OR 2005000037961</u>
Date of Sale and Time Adjustment		<u>12/13/05</u>	<u>10/11/05</u>	<u>09/23/05</u>
Location	<u>Parque De Leon</u>	<u>Russell Park</u>	<u>Russell Park</u>	<u>Avalon</u>
Site/View	<u>13,500 Sq.Ft.</u>	<u>14,000 Sq.Ft.</u>	<u>13,500 Sq.Ft.</u>	<u>14,400 Sq.Ft.</u>
View	<u>Residential</u>	<u>Residential</u>	<u>Residential</u>	<u>Residential</u>
Zoning Classification	<u>TFC-2</u>	<u>RS-1</u>	<u>RS-1</u>	<u>TFC-2</u>
Loc. Obsolescence	<u>Yes/Ortiz Avenue</u>	<u>None</u>	<u>-2,700</u>	<u>None</u>
Site Improvements	<u>Well/Fence</u>	<u>None</u>	<u>+3,000</u>	<u>None</u>
Sales or Financing Concessions	<u>N/A</u>	<u>Cash</u>	<u>Cash</u>	<u>Cash</u>
Net Adj. (Total)		<u>\$ 300</u>	<u>\$ 700</u>	<u>\$ 800</u>
Indicated Value of Subject		<u>\$ 53,300</u>	<u>\$ 45,700</u>	<u>\$ 44,200</u>

Comments on Market Data: The subject is compared to three recent sales of adequately similar vacant sites within one mile. All were on more appealing side streets with no high traffic impact on value. All required a downward adjustment based on 5% of the sale prices for this factor.

Comments and Conditions of Appraisal: This is a Summary Appraisal Report. See the attached special limiting conditions. The value reported herein assumes the travel trailer and shed/greenhouse would be of no value to a typical buyer due to the fact the trailer is 56 years old, has no working shower in the bathroom, no working hot water heater and no heating system. The shed/greenhouse is a special use item.

Final Reconciliation: The Sales Comparison Approach best reflects the actions and attitudes of participants in the marketplace. Since there are no improvements included, the Cost Approach is not utilized. The Income Approach is not applicable due to the fact that land is not typically purchased for income producing ability.

I ESTIMATE THE MARKET VALUE, AS DEFINED, OF SUBJECT PROPERTY AS OF January 9, 20 06 to be \$ 50,000
 Phil Benning, Associate J. Lee Norris, MAI, SRA
 St. Cert. Rep. REA #RD1220 St. Cert. Gen. REA #0000643
 Appraiser(s) Review Appraiser (if applicable) Did Did Not Physically Inspect Property

Supplemental Addendum

File No. 228110

File No. 228110

Borrower/Client	LOVE, Lucille M.						
Property Address	318 Ortiz Avenue						
City	Fort Myers	County	Lee	State	FL	Zip Code	33905-3614
Lender	Lee County - County Lands						

PURPOSE, FUNCTION AND SCOPE OF THE APPRAISAL

The purpose of this appraisal is to estimate the current market value. The function (use) of the appraisal is for providing the Lee County Commissioners with sufficient data to make an informed decision regarding the acquisition of the property.

The scope of the appraisal assignment encompasses the necessary research and analysis to prepare a report in accordance with the Uniform Standards of Professional Practice of the Appraisal Foundation. Data sources typically include observation, public records, Win2Data, Rapittoni MLS, Realtors and other professionals and appraisal office files and records.

A thorough search is conducted for comparable properties within an appropriate market area and time frame. The most comparable properties are compared to the subject with appropriate adjustments made for significant differences. The data provided in the report is representative of the market and is presented in a manner that will bring the reader to a similar conclusion and value estimate. Limiting conditions are described in the attached addenda.

This is a Summary Appraisal Report which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice for a Summary Appraisal Report. As such, it presents only summary discussions of the data, reasoning, and analyses that were used in the appraisal process to develop the appraiser's opinion of value. Supporting documentation that is not provided with the report concerning the data, reasoning, and analyses is retained in the appraiser's files. The depth of the discussion contained in this report is specific to the needs of the client and for intended use stated in the report. The appraiser is not responsible for unauthorized use of this report.

USPAP CERTIFICATION

The appraisal assignment was not based on a requested minimum valuation, a specific valuation, or the approval of a loan.

COMMENTS ON THE CONDITION OF THE IMPROVEMENTS

On January 9, 2006, the subject was measured and inspected. The travel trailer is 56 years old and well beyond its economic life expectancy. There is no value attributed to the improvements. The value reported herein is for the land contribution only.

COMMENTS ON THE SALES

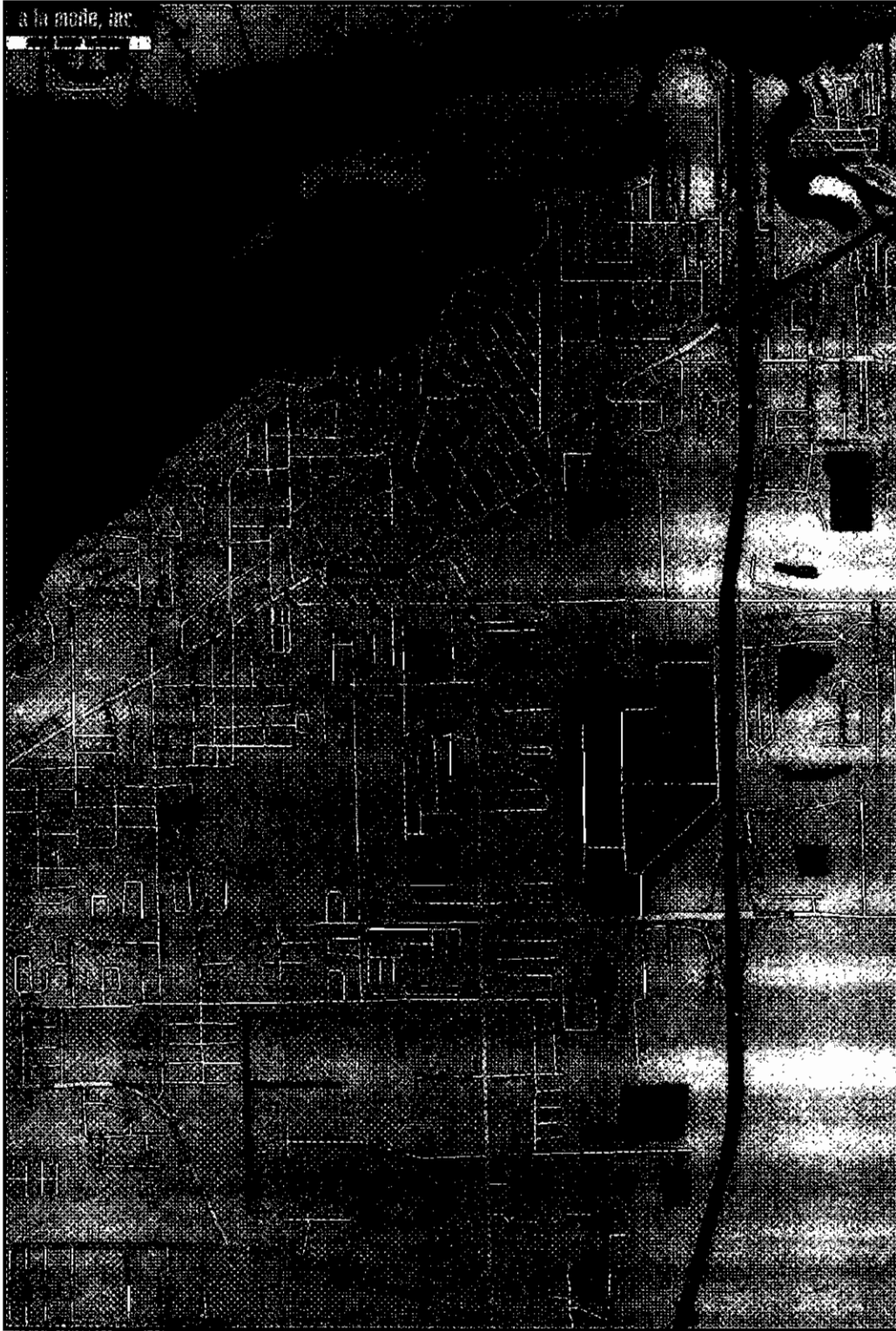
The subject property is compared to three recent sales of vacant homesites in the immediate area.

Sales used are among the best available at the time of the appraisal and are valid indicators of value after appropriate adjustments.

Sales #1 & #2 are the most recent and receive the greatest emphasis in support of the final value estimate. Sale #3 is supportive.

Location Map

Borrower/Client LOVE, Lucille M.			
Property Address 318 Ortiz Avenue			
City Fort Myers	County Lee	State FL	Zip Code 33905-3614
Lender Lee County - County Lands			



Division of County Lands

Ownership and Easement Search

Search No. 21954/D

Date: ~~May 7, 2002~~ *JUNE 6, 2006*


Parcel:

Project: Ortiz Avenue Right of Way
Study #4072

To: Karen Forsyth
Director

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

STRAP: 04-44-25-16-00005.0040

Effective Date: *April 2006*
~~April 28, 2002~~, at 5:00 p.m. 

Subject Property: Lots 4 and 5, Block 5, Parque de Leon Subdivision, according to the map or plat thereof on file in the Office of the Clerk of the Circuit Court, recorded in Plat Book 6, Page 72, Public Records of Lee County, Florida.

Title to the subject property is vested in the following:

Lucille Ambrose Love, also known as Lucille M. Love

by that certain instrument dated December 5, 1953, recorded December 5, 1953, in Deed Book 231, Page 15, and by that certain instrument dated December 17, 1956, recorded December 17, 1956 in Deed Book 264, Page 208, Public Records of Lee County, Florida.

Easements:

None found of record.

Tax Status: 2001 taxes have been paid in full.

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

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

5-Year Sales History

Parcel 108/Love

Ortiz Avenue Widening
Project No. 4072

NO SALES in PAST 5 YEARS

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