Lee County Board of County Commissioners									
			Agen	da Item Su	mmary	Blue Shee	t No. 20020497		
1. REQUES	STED MOTION:								
ACTION REQUESTED: Approve the acquisition of Parcel 310, for the Imperial Street Widening Project No. 4060,									
in the amount of \$100,360.00, pursuant to the terms and conditions as set forth in the Agreement for Purchase and									
Sale of Real Estate; authorize the Chairman on behalf of the Board of County Commissioners to sign the purchase									
agreement: a	agreement; authorize payment of necessary costs to close; authorize the Division of County Lands to handle and								
accept all documentation necessary to complete this transaction.									
accept all documentation necessary to complete this transaction.									
WHY ACTION IS NECESSARY: The Board must formally accept all real estate conveyances to Lee County.									
WHAT ACTION	ON ACCOMPLIS	SHES: The a	cquisitio	n of property	during the	e voluntary phase of the pro	oject, thus avoiding		
the Board's n	eed to exercise	its power of	Eminent	Domain at a	a future da	ate.			
2. DEPART	MENTAL CATE	GORY: 00	6	01	Λ	3. MEETING I	DATE:		
COMMISSIO	ON DISTRICT	#: 3		(, (0	\mathcal{F}	06-11-			
4. AGENDA:		5. REQUIRI		RPOSE:	6				
X CONSEN	IT	(Specify)							
	TRATIVE	X STATU		5		. COMMISSIONER			
APPEALS	S		ANCE			. DEPARTMENT Independent	Cua 3		
PUBLIC WALK O	N	ADMIN OTHER				. DIVISION County Lands Y: Karen L. W. Forsyth. Director			
TIME REQUIRED		- OTHER			P	11. Naieri L. VV. Forsyur, Director	15) #		
		uant to an agr	roomont	with the City of	f Donito C	aviage the Division of Count			
	o Department of	Transportatio	r to coau	with the City t	n Bonita Sj	prings, the Division of Count	y Lands has been		
project consists	e beparment of	riansportatio	n to acqu	ne right of wa	y ior the in	nperial Street Widening Proje	ect No. 4060. The		
project consists	s of a four-lane of	vided nignway	y with side	ewaiks from E	sonita Bead	ch Road to East Terry Street	i.		
This acquisition	conciete of the fo	o inforcatin im	proved pr	anarti firetha	ridontifical	Chron No. 00 47 05 D0 04	000 4700 1		
of 279/11 Impor	icUnsists of the fer	e mieresi mim e Caringe - Th	iproved pr	operty, furtine	r identified	as Strap No. 36-47-25-B3-01	200.1780, located		
boyo carood to	an Street in Bornt	a opnings. In	e owners	of Parcel 310	, Jonathan	C. Calianos and Jason C. C	alianos, I rustees,		
nave agreed to	sell the subject pr	operty for \$10	0,360.00.	. The County	is to pay \$1	,500.00 moving allowance, §	\$833.00 appraisal,		
	and closing cost	s of approxima	ately \$1,7	50. Sellers a	re respons	ible for real estate broker ar	nd attorney fees, if		
any.									
The employed			30.00 TI						
The appraised	value of the prop	erty is \$94,50	JU.UU. Tr	ie appraisai v	vas pertorr	med by Michael J. Chri <mark>ste</mark> ns	sen of W. Michael		
Maxwell and As	ssociates, inc.								
County staff is		4 4la a .a		c m = /	200.00.1				
County stair is	or the opinion tha	t the purchase	e price ind	crease or \$5,8	sou.uu abo	ve the appraised value can	be justified based		
on the real estat	te market activity i	n this geograp	nic area.	Also, conside	ring the co	sts associated with condemn	ation proceedings		
estimated to be	between \$4,000	- \$7,000, exc	luding lan	id value, staff		nds the Board approve the F	Requested Motion.		
Funda en essel		20.400000000	E00440			CHMENTS:			
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004000 i						davit of Interest			
204060 - Imper						Search			
	f Bonita Springs I					raisal			
506110 - Land	and Court of Reg	istry Deposits				es History			
					Арр	roval Letter from City of Bor	nita Springs		
8. <u>Managen</u>	IENT RECOMME	NDATIONS:							
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Director	Contracts	Resources	DOT	Attorney		OMV 5/24			
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.This document prepared by

Lee County

County Lands Division

Project: Imperial Street Widening

Project, No. 4060

Parcel: 310

STRAP No.: <u>36-47-25-B3-01200.1780</u>

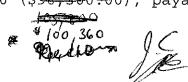
BOARD OF COUNTY COMMISSIONERS

LEE COUNTY

AGREEMENT FOR PURCHASE AND SALE OF REAL ESTATE

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 .295 acres more or less, and located at 27841 Imperial Street, Bonita Springs, FL 34135 and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property will be acquired for the Imperial Street Widening Project, hereinafter called "the Project."
- 2. PURCHASE PRICE AND TIME OF PAYMENT: The total purchase price ("Purchase Price") will be Ninety Six Thousand, Three Hundred and No/100 (\$96,300.00), payable at closing by County Warrant.



- 3. EVIDENCE OF TITLE: BUYER will obtain at BUYERS expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of purchase price, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.
- 4. CONDITION OF PROPERTY; RISK OF LOSS: BUYER has inspected the Property and, except as is otherwise provided herein, accepts the Property in the condition inspected. Any loss and/or damage to the Property occurring between the date of this offer and the date of closing or date of possession by BUYER, whichever occurs first, will be at SELLER's sole risk and expense. However, BUYER may accept the damaged property and deduct from the purchase price any expenses required to repair the damage, or BUYER may cancel this Agreement without obligation.
- 5. **SELLER'S INSTRUMENTS AND EXPENSES:** SELLER will pay for and provide:
 - (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
 - (b) utility services up to, but not including the date of closing;
 - (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
 - (d) payment of partial release of mortgage fees, if any;
 - (e) SELLER's attorney fees, if any.

- 6. BUYER'S INSTRUMENTS AND EXPENSES: BUYER will pay for:
 - (a) Recording fee for deed;
 - (b) survey, (if desired by BUYER);
 - (c) documentary stamps on Deed.
- 7. TAXES: SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.
- 8. DEFECTS IN TITLE AND LEGAL ACCESS: Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.
- 9. SURVEY: BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for the survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat those discrepancies, violations or encroachments as a title defect.
- 10. ENVIRONMENTAL AUDIT: BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

11. ABSENCE OF ENVIRONMENTAL LIABILITIES: The SELLER hereby warrants and represents that the Property is free from hazardous materials and does not constitute an environmental hazard under any federal, state or local law or regulation. No hazardous, toxic or polluting substances have been released or disposed of on the Property in violation of any applicable law or regulation. SELLER further warrants that there is no evidence that hazardous, toxic or polluting substances are contained on or emitting from the property in violation of applicable law or regulation. There are no surface impoundments, waste piles, land fills, injection wells, underground storage areas, or other man-made facilities that have or may have accommodated hazardous materials. There is no proceeding or inquiry by any governmental agency with respect to production, disposal or storage on the property of any hazardous materials, or of any activity that could have produced hazardous materials or toxic effects on humans, flora or fauna. There are no buried, partially buried, or above-ground tanks, storage vessels, drums or containers located on the Property. There is no evidence of release of hazardous materials onto or into the Property.

The SELLER also warrants that there have been no requests from any governmental authority or other party for information, notices of claim, demand letters or other notification that there is any potential for responsibility with respect to any investigation or clean-up of hazardous substance releases on the property. All warranties described herein will survive the closing of this transaction.

In the event the SELLER breaches the warranties as to environmental liability, SELLER agrees to indemnify and hold the BUYER harmless from all fines, penalties, assessments, costs and reasonable attorneys' fees resulting from contamination and remediation of the property.

- 12. TIME AND BINDING AGREEMENT: Time is of the essence for closing this transaction. The BUYER's written acceptance of this offer will constitute an Agreement for the purchase and sale of the Property and will bind the parties, their successors and assigns. In the event the BUYER abandons this project after execution of this Agreement, but before closing, BUYER may terminate this Agreement without obligation.
- 13. DATE AND LOCATION OF CLOSING: The closing of this transaction will be held at the office of the insuring title company on or before 90 days from the date this Agreement is made. The time and location of closing may be changed by mutual agreement of the parties.
- 14. ATTORNEYS' FEES: The prevailing party in any litigation concerning this Agreement will be entitled to recover reasonable attorneys' fees and costs.
- 15. **REAL ESTATE BROKERS:** SELLER hereby agrees to indemnify and hold the BUYER harmless from and against any claims by a real estate broker claiming by or through SELLER.
- 16. **POSSESSION:** SELLER warrants that there are no parties in possession other than SELLER unless otherwise stated herein. SELLER agrees to deliver possession of Property to BUYER at time of closing unless otherwise stated herein.
- 17. **TYPEWRITTEN/HANDWRITTEN PROVISIONS:** Typewritten and handwritten provisions inserted herein or attached hereto as addenda, and initialed by all parties, will control all printed provisions in conflict therewith.
- 18. **SPECIAL CONDITIONS:** Any and all special conditions will be attached to this Agreement and signed by all parties to this Agreement.

AGREEMENT FOR PURCHASE AND SALE Page 6 of 6	OF REAL ESTATE
WITNESSES:	SELLER FETA TRUST
	Jason C. Calianos, (DATE) as/Trustee
Lish H. Votermer	Jonathan C. Calianos, (DATE)
Guster C. Bally	as Trustee
	Theodore A. Callanos, VDATE)
CHARLIE GREEN, CLERK	BUYER: LEE COUNTY, FLORIDA, BY ITS BOARD OF COUNTY COMMISSIONERS
BY:	BY: CHAIRMAN OR VICE CHAIRMAN
	APPROVED AS TO LEGAL FORM AND SUFFICIENCY
	COUNTY ATTORNEY (DATE)

SPECIAL CONDITION

BUYER: Lee County

SELLER: Jason C. Calianos and Jonathan C. Calianos and Theodore A. Calianos, as Trustees of the Feta Realty Trust, a Massachusetts Realty Trust, under Declaration of Trust dated April 17, 1997

PARCEL: 310

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

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

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

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

At Closing, Bugun Agrees to Pay Sellier #833 for Afficient Costs. It I was 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: Ceiling Ems. Non-Central Air Conditioning Units, all Afficial (C

Items that may be replaced: None

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.

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

WITNESSES:	SELUER:	3/25/01
	Jason C. Calianos, as Trustee	(DATE)
Link H. Witumer	The C. Cui	3/25/02
Guster Batty	Johnathan C. Calianos, as Tr	rustee (DATE)
<i>U</i>	Theodore A. Calianos, as Tru	ustee (DATE)

CHARLIE GREEN, CLERK

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY:

CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY

(DATE)

SPECIAL CONDITION -continued

PARCEL NO: 310

PAGE 2

EXHIBIT "A" Parcel No. 310

A lot or parcel of land lying in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 36, Township 47 South, Range 25 East, Lee County, Florida, described as follows:

From the South Quarter (S 1/4) corner of said Section 36, run North along the North-South Quarter (N-S 1/4) section line for 814 feet to the Point of Beginning; thence continue North 107 feet; thence East 145 feet parallel with the South line of the Southeast Quarter (SE 1/4) of said Section 36; thence South 107 feet; thence West 145 feet to the Point of Beginning; except the West 25 feet thereof for the road right of way; The described property is also known as Lots 178 and 179, IMPERIAL GATE, an unrecorded subdivision.

TOWN OF PLYMOUTH

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I, Laurence R. Pizer, the undersigned, hereby certify that I hold the office of Town Clerk of the Town of Plymouth in the County of Plymouth and the Commonwealth of Massachusetts; that the records of births, marriages, and deaths are in my custody; and that the above is a true copy from the records as certified by me.

Witness my hand and the seal of the Town of Plymouth.

JUN 18 2001

Date:____

Laurence R. Pizer Town Clerk

TRUSTEE CERTIFICATE

We, Jason C. Calianos and Jonathan C. Calianos hereby certify as follows:

- 1. We are the sole Trustees of the Feta Realty Trust recorded in the Lee County Registry of Deeds, Ft. Meyers, Florida;
- 2. The Trust has not been revoked and is in full force and effect;
- 3. Theodore A. Calianos was named as a Trustee in the original Declaration of Trust. Theodore A. Calianos died on June 15, 2001 and ceased being a Trustee upon his death.
- 4. According to the Declaration of Trust, any one trustee may execute any and all certificates, documents, or instruments necessary to carry out the provisions of the Trust.
- 5. We are duly authorized and instructed by the beneficiaries of said Trust to execute and deliver to Lee County, Board of County Commissioners, the Purchase and Sale Aagreement dated march 25, 2002, for the trust property located at 27841 Imperial Street, Bonita Springs, Florida. We are further authorized to execute a deed conveying said property to the County at a closing on said property.
- 6. To the best of our knowledge, there are no other mortgages of record or liens against the Trust property.

Witness our hands and seals this oday of May, 2002	
Feta Realty Trust,	
Jonathan C. Calianos, Trustee	Jason C. Calianos, Trustee

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss.

May 10^{4} , 2002

Then personally appeared the above named Jason C. Calianos, and Jonathan C. Calianos and acknowledged the foregoing instrument to be their free act and deed, before me,

Notary Public

My commission expires: 5/31/2007

DIANE BANKS
Notary Public
Commonwealth of Massachusetts
My Commission Expires
May 31, 2007

Parcel: <u>310</u>

STRAP: 36-47-25-B3-01200.1780

Project: Imperial Street Widening, Project No. 4060

AFFIDAVIT OF INTEREST IN REAL PROPERTY

THIS AFFIDAVIT OF INTEREST IN REAL PROPERTY is made and entered this day of, 20for the sole purpose of compliance with Section 286.23 of the Florida Statutes.
The undersigned hereby swears and affirms under oath, subject to the penalties prescribed for perjury, that the following is true:
The Name and Address of the Grantor is:
Jason C. Calianos and Jonathan C. Calianos, as Trustees of the Feta Realty Trust,
A Massachusetts Realty Trust, under Declaration of Trust dated April 17, 1997
The name(s) and address(es) of every person having a beneficial interest in real property that will be conveyed to Lee County are:
1. Jonathan C. Calianos
1. Jonathan C. Calianos 2. Jason C. Calianos
3
4
5
6
The real property to be conveyed to Lee County is known as: <u>see Exhibit "A" attached,</u> a/k/a Strap #36-47-25-B3-01200.1780
FURTHER AFFIANT SAYETH NAUGHT.
Signed, sealed and delivered now presences.
thills to come
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Affidavit of Interest in Real Property

Personally known

Type of Identification Mass

OR Produced Identification _

Parcel: 310
STRAP: 36-47-25-B3-01200.1780
Project: Imperial Street Widening. Project No. 4060

STATE OF MASS

COUNTY OF SUBSCRIBED before me this 10 day of May , 2002 by

Jonatha C. Calinas , Sajon C. Calinas .

(name of person acknowledged)

(SEAL)

(Notary Signature)

(SEAL)

Diane Banks
Notary Public
Commonwealth of Massesthiasetts
My Commonwealth of My Com

EXHIBIT "A" Parcel No. 310

A lot or parcel of land lying in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 36, Township 47 South, Range 25 East, Lee County, Florida, described as follows:

From the South Quarter (S 1/4) corner of said Section 36, run North along the North-South Quarter (N-S 1/4) section line for 814 feet to the Point of Beginning; thence continue North 107 feet; thence East 145 feet parallel with the South line of the Southeast Quarter (SE 1/4) of said Section 36; thence South 107 feet; thence West 145 feet to the Point of Beginning; except the West 25 feet thereof for the road right of way; The described property is also known as Lots 178 and 179, IMPERIAL GATE, an unrecorded subdivision.

Division of County Lands

Updated In House Title Search

Search No. 21571/B Date: May 10, 2002

Parcel: 310

Project: Imperial Street Widening

Project #4060

To:

Michael J. O'Hare

From:

Shelia A. Bedwell, Cl

Property Acquisition Agent

Real Estate Title Examiner

STRAP:

36-47-25-B3-01200.1780

An update has been requested of In House Title Search No. 21571/B which covers the period beginning January 1, 1940, at 8:00 a.m. and is now complete through April 30, 2002, at 5:00 p.m.

Subject Property: See attached Schedule "X".

Title to the subject property is vested in the following:

Jason C. Calianos and Jonathan C. Calianos, as surviving Trustees of the Feta Realty Trust, a Massachusetts Realty Trust, under Declaration of Trust dated April 17, 1997

by that certain instrument dated April 18, 1997, recorded April 18, 1997, in Official Record Book 2814, Page 1874, 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. Utility Easement across the Northerly five feet (5') of property as to Lot 179, as recited on instrument in Deed Book 309, Page 288, Public Records of Lee County, Florida.
- 3. Utility Easement along the Easterly two feet (2') of the Northerly fifty feet (50') of property as to Lot 179, as recited on instrument in Deed Book 309, Page 288, Public Records of Lee County, Florida. (NOT in Project Area)
- Grant of Utility Easement to Bonita Springs Utilities, Inc., over and across the South 25 feet of the East 120 feet of subject parcel, as recorded in Official Record Book 3392, Page 3410, Public Records of Lee County, Florida.
- NOTE (1): W. V. Wanless and Florence J. Wanless took title to the property now known as Lots 178 and 179, as shown on the deed recorded in Deed Book 292, Page 343, Public Records of Lee County, Florida. We fail to find any subsequent deed conveying the interest of Florence J. Wanless in the property known as Lot 179. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

Division of County Lands

Updated In House Title Search

Search No. 21571/B Date: May 10, 2002

Parcel: 310

Project: Imperial Street Widening

Project #4060

NOTE (2):

There appears to be two (2) deeds executed with the intention of conveying the property known as Lot 178 to Walter Rogers, as Trustee. These two deeds are recorded in Official Record Book 85, Page 550 and Official Record Book 85, Page 551, Public Records of Lee County, Florida. The legal description on both deeds suggests that additional, clarifying information was to be included, however, we fail to find any supplementary information which would clear up the ambiguous deeds. These conveyances currently recite incomplete legal descriptions. This must be addressed and resolved by the Title Company or Attorney that handles the transfer to the County.

NOTE (3):

For Information Only: There is a twenty-five foot (25;) strip of land [known as the North Half (N ½) of Saunders Avenue] AND a twenty-five (25') strip of land [known as the East Half (E ½) of Imperial Street] being used as access roads. The fee ownership of these roadways was retained by prior titleholders, Ernest Rizza and Carmel Rizza, husband and wife, as shown on deed recorded in Official Record Book 287, Page 692, "Subject To" easements for ingress and egress, as shown on instruments recorded in Deed Book 309, Page 288, and Official Record Book 287, Page 691, Public Records of Lee County, Florida.

NOTE (4):

The deed recorded April 18, 1997, in Official Record Book 2814, Page 1874, Public Records of Lee County, Florida does not contain trust powers. 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 assessment information.)

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

Schedule X

Parcel 310
Project: Imperial Street Widening Project 4060
Search No. 21571/B

A lot or parcel of land lying in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 36, Township 47 South, Range 25 East, Lee County, Florida, described as follows:

From the South Quarter (S 1/4) corner of said Section 36, run North along the North-South Quarter (N-S 1/4) section line for 814 feet to the Point of Beginning; thence continue North 107 feet; thence East 145 feet parallel with the South line of the Southeast Quarter (SE 1/4) of said Section 36; thence South 107 feet; thence West 145 feet to the Point of Beginning; except the West 25 feet thereof for the road right of way; The described property is also known as Lots 178 and 179, IMPERIAL GATE, an unrecorded subdivision.

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2	Age (Yrs.)	<u>4/</u> (rs.) 3/		Storm/Sc		Scre	ens		tlemen				Outside Ent	ry <u>N/A</u>		Unknown		\boxtimes
j	Effective Age (Y ROOMS	Foyer	Living	Dinin	_	ouse No Kitchen	Den	.,	station ly Rm.		Dedroi Dedroi		# Baths	Laundry	Τ.	Other	Aren C	F3
ã	Basement	10301		<u></u>	9	Intestell	1201	raiii	ry <u>DIII.</u>	nec. mn.	peuru	JIII S	# Dauis	Launory	+	Other	Area S	0, rt. N/A
	Level 1		1	1		1			1		2	_	2	1.	\top			1,244
2	Level 2		_															
DESCRIPTION OF REPORTS	Flater 1			<u></u>			L	<u> </u>			L			L				
ŧ	Finished area et INTERIOR			n lu-		Rooms:		Bedroo		ATTIC	2 Bat		urure	1,244		are Feet of G		Area
1			terials/Conditio et/Vinyl	1.	ATING De	WallUp		N EQUIP. retor		-ATTIC	∇	AMEN		_	_ ।	CAR STORAGE		
į	•		all/WdPane		•	Eleo.	s Refrige Range/			None Stairs			ace(s) # Slab			None 🔀 Garage		of cars
ı		Avera				Avg.	Dispos			Drop Stair	H		Siau	<u> </u>	₹ ¹	Attached	# 0	, ימונטיי,
ľ	Bath Floor	Vinyl	*		OLING		Dishwa			Scuttle		Parch			j l	Detached		
	Bath Wainscot					None	Fan/Ho	od	\square	Floor		Fence			וַ בַּ	Built-In		
			w core*		her	WallUn			Щ	Heated	Щ	Pool			- 1	Carport		
	*Abv. Avg. (indition		Washer		للبل	Finished	1,	<u> </u>				Oriveway	Conc	rete
	Additional featur	es (spe	wai energy 611	cient kems	s, e(C.):	1208	ı pano si	ao, tin	ted w	<u>vindows, sin</u>	ık spra	yer,	ceiling fa	ns, and v	yallp	aper.		
ľ	Condition of the	Improv	ements, denres	iation (nh	vsical 1	functional	and externa	i) rensi	rs naor	led quality of a	npetnic	tion r	emndefina/e	additions of			The	
1	improvemen	ts are	in overall al	bove ave	erage	conditio	n. No an	narent	fine	tional inade	emack	es we	ere noted	. There is	v S SAT	ne wear a	nd tear or	
-	the exterior p	oaint a	nd there is	a broker	ı jalot	usie wind	low. The	kitch	en ca	binets appe	ar to b	e nev	ver.					
L																		
ĺ	Adverse environ	mental (conditions (suc	ch as, but!	not limi	ited to, haza	ardous wasi	les, toxi	c subs	lances, etc.) pr	esent in	the in	nprovement	s, on the sit	e, or	in the		
	immediate vicini	ky of the	subject prope	ny.	NO 3	pparent a	idverse ei	nviron	ment	al condition	s were	nou	ed					
a.																		

STAFF REVIEW

File No. 02-001d| Page #4 Calianos

luation Section 5	302 UN	IFORM RESID	DENTIAL A	<u>APPRAISAL R</u>	EPORT	File No. 02-001d	
ESTIMATED SITE VALUE	Data	OVEMENTS;	34,00	O Comments on Cost A	pproach (such as,	source of cost estimate,	site value,
ESTIMATED REPRODUCT	TION COSTANEWAOF IMPE	OVEMENTS:				and FmHA, the estimate	d remaining
Dwelling 1,24	<u>4 </u> Sq. Ft, @\$ <u> 55.00 </u>	_ = \$68,4	<u>20</u>	economic life of the p	property): See at	itached addenda.	
		_=					
Patio slab		_=2	<u>50</u>	- Rentifer		2 2002	
Garage/Carport Total Estimated Cost New	_ Sq. Ft. @\$					11 17// 16 111	
Garage/Carport Total Estimated Cost New Less Phys	ical Functional		<u>70</u>		Contract to the contract of th	ACC AND	
Less Phys	acai ruijekohai 3.43.7.	External =\$_	29,43	, l — J#\	MAYO	२ नामान	
Depreciated Value of iron	rovemente	=\$ =\$_	39,23	22 5	MALU	4 ZWZ	
"As-is" Value of Site Imen	avamente		12,00		Copes as a Co	1 1 8 8 8 23 2 43.	
INDICATED VALUE BY CO	OST APPROACH	=\$	85,20	G G	CUNT		
ITEM	SUBJECT	COMPARABLE	NO. 1	COMPARABLE	No 2	COMPARABLI	NO 3
27841 Imp	erial Street	11556 Pawley Ave	nue	11140 East Tangelo		10690 Crockett St	
Address Bonita Spri Proximity to Subject	ings	Bonita Springs	i	Bonita Springs		Bonita Springs	
Proximity to Subject		.1 mile SE		.45 mile NW		.8 mile NW	
Sales Price	IS N/A		98,000	\$	125,000	\$	94,500
Price/Gross Living Area	\$ N/A ≠	\$ 84.19 ⊅		\$ 80,33 ≠		\$ 75.60 ≠	
Data and/or	Inspection	ClsdNotRcrd, MLS	, Property	OR 3424-299, MLS	S, Property	OR 3415-4773, M	LS, Property
Verification Source		Appraiser		Appraiser		Appraiser	, · · · · · · · · · · · · · · · · · · ·
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION	+()\$ Adjust.	DESCRIPTION	
Sales or Financing		Conv.		FHA, Seller Pd.	-3,500	FHA, Seller Pd.	-4,600
Concessions		10/01 02 707		\$3,500 CC		\$4,600 CC	· · · · · · · · · · · · · · · · · · ·
Date of Sale/Time	Davit Sed	12/01, 93 DOM		5/01, 72 DOM		5/01, 177 DOM	<u> </u>
Location	Bonita Springs Fee	Bonita Springs		Bonita Springs		Bonita Springs	<u> </u>
Leasehold/Fee Simple Site	107x120(addst)	Fee 75 x 132	J-11 600	Fee	LO 500	Fee 100	111 500
View	Typical	Typical	T11,500	80 x 135(SupLc)	+9,500	75 x 100 Typical	+11,500
Design and Appeal	Rambler	Rambler		Typical Rambler		Rambler	
Quality of Construction	Average	Average/TileFlr	-1,000			Average	İ
Age	43 Yrs/Eff. 30	15 Yrs/Eff, 15	-15 400	13 Yrs/Eff. 12	18 200	41 Yrs/Eff. 25	-4,900
Condition	Aby, Average	Average	-15,400	Abv. Average	-10,200	Abv. Average	-4,500
Above Grade	Total Burms: Baths			Total Burms Baths		Total Bdims Baths	
Room Count	7 2 2	5 3 2		5 3 2		6 4 2	1
Gross Living Area	1,244 Sq. Ft.	1,164 Sq. Ft.	+2,200	1,556 Sq. Ft.		1,250 Sq. Ft.	1
Basement & Finished	Upgrades	Upgrades		Superior		Upgrades	
Rooms Below Grade	Septic	Sewer Assssmnt		Sewer Assssmnt		Sewer Assssmnt	!
Functional Utility	Average	Average		Average		Average	
Heating/Cooling	Wall Units	Central	-1,500	Central	-1,500	Central	-1,500
Energy Efficient Items	Typical	Typical		Typical		Typical	1
Garage/Carport	Open	Open		2-C Garage		Open	
Porch, Patio, Deck,	No Porch	Scr. Porch	-1,000	Lrg. Scr. Porch	-1,500	No Porch	
Fireplace(s), etc.	Appliances	Appliances		Appliances		Appliances	
Fence, Paol, etc.	No Pool	No Pool		No Pool		No Pool	1
Site Improvements	Average	Sl. Inferior	+1,000	SupLndscp+Sprk	-2,000	SI. Inferior	+1,000
Net Adj. (total)		[]+ X -i\$	4,200	+ \ - \$	32,400	X + □-\$	1,500
Adjusted Sales Price							
of Comparable		\$ 1,000,000,000	93,800	\$		\$ \$ \$ \$ \$	96,000
COMPRESS OF SERVE CONT	parison (including the sur	ect property's compatibili	ity to the neighbori	100d, etc.): <u>Sec</u>	e attached adde	enda.	
							·
ITEM	SUBJECT	COMPARABLE	NO. 1	COMPARABLE	NO. 2	COMPARABLE	NO 3
Date, Price and Data	No sale within	No previous sale wi	ithin I year	No previous sale w		No previous sale v	
Source, for prior sales	I year per LCPA	per the Lee County		per the Lee County		per the Lee Count	-
within year of appraisal		Appraiser	· ' -	Appraiser		Appraiser	
Analysis of any current aç	greement of sale, option, o	or listing of subject propert	y and analysis of a	env prior sales of subject	and comparables	within one year of the dat	e of appraisat:
Neither the subject	nor any of the three	comparable improve	ments has sole	previously during	the past year.	, , , , , , , , , , , , , , , , , , ,	
	· · · · · · · · · · · · · · · · · · ·						
INDICATED VALUE BY SA					·•••	s	94,50
INDICATED VALUE BY INC	COME APPROACH (If App	<u>licable) Estimated Mari</u>		<u>N/A /Mo, x G</u>	ross Rent Multiplie		N/A
This appraisal is made		ct to the repairs, alteration:	s, inspections or c	onditions listed below	ubject to c	completion per plans & si	pecifications.
Conditions of Appraisal: 🧘	oce attached addend	a					····
Final Desenvillation, T4	Vac not macellal.	aufama an T		1-1-6	mi a :		
received more con-1	vas not possible to p	erform an Income A	pproach due to	a lack of rental dat	a. The Sales (omparison Approa	ch
receives more empn	uasia utan ine Cost A	pproach since it dire	cuy measures	autudes of buyers a	and sellers in t	ne marketplace.	
The number of this course	ical ic to cotimate the	ket value of the mal name	of the thet in the	at at this are at the s	n 4h		
and junition consistence of the brokens of Bits abhig	isiti dili dipinista vi sambit ecitadet evica tancan bi	ket value of the real prope that are stated in the attac	ny manis mostible had Ereddie Mae	out of this report, based of	u une above condit		contingent
TWE! ESTIMATE THE MA	LA THURKET ASIES DESIGNATION	that are stated in the attack D, of the real proper	HOLI PROUDIO MAC F	orm 439/FNMA form 100	45 (H6Vised		20 2525
(WHICH IS THE DATE OF	ngpectium and the se	ed, of the heal proper fective date of this ri	HESTON TARES			January	28, 2002
APPRAISER: State-OF	Red Dalidadid	CONTRACTOR INSK		\$	94,500	I CL Cont C	A 000000
Signature he		0001520		RVISORY APPRAISER (O			CTETA
Name Michael J. Chi	ristersen			W. Michael Maxw		🖂 Did	
Date Report Signed Jan				Report Signed Januar		ınspe	ct Property
State Certification # 000		State		certification # 00000:			State FL
Or State License #		State		ete License #			State FL
dle Mac Form 70 6/93			PAGE 2 OF 2			Camela 18	State In Form 1004 6-9

Supplemental Addendum

File No. 02-001d Page #5

Burrower/Client Jonathon Calian	108		Nigro, US USTG
Property Address 27841 Imperia	1 Street		
City Bonita Springs	County Lee	State FI.	Zlp Code 34135
Lender N/A			

This appraisal is a summary report.

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

Site Comments

The site is larger than typical for the area. No apparent adverse easements, encroachments or other adverse factors were noted. It is not unusual for improved sites to be serviced by septic systems in this area. The owner of the subject has requested that we evaluate the site as being able to be subdivided. The owner was able to subdivide another adjacent improved site to the north in 1993. We contacted the Department of Planning and Zoning of Lee County and were told that it would be possible to similarly subdivide the subject if the owner could provide evidence to them that the subject site was created prior to 1962. Since the subject improvements are described as having been constructed in 1959 by the Lee County Property Appraiser, and the owner was able to subdivide the adjacent site in 1993, it is our opinion that it is reasonable to assume that the owner would be able to satisfy the Planning and Zoning Department. This appraisal is made contingent on the owner being able to subdivide the site and create an additional buildable vacant site.

Comments on Cost Approach

Cost estimates were taken from actual costs of local builders. Depreciation was taken from the age life method. Site improvements include: grass, landscaping, concrete drive, chain link fence, septic, walk, and 98sf aluminum shed. The owner reported to us that a well was present that was not noted at the time of the inspection. This appraisal assumes the accuracy of his report.

Sales Comparison Comments

Due to a scarcity of recent, nearby sales of improvements similar to the subject, it was necessary to search farther back than six months for Sales #2 and #3. Across-the-board adjustments for site size, effective age, and central a/c were required. Sale #2 had net adjustments in excess of 15%, and Sales #1 and #2 had gross adjustments greater than 25%. This was primarily due to large (greater than 10%) effective age and additional site adjustments for both comparables. Sale #3 also had a similar large additional site adjustment. Age and condition were combined in an estimation of effective age. The three comparables were adjusted accordingly. Sales #2 and #3 were adjusted for financing concessions since each sold with FHA mortgages with the seller shouldering closing costs beyond what is typical. Greatest weight was given to Sale #3 in arriving at an estimate of market value since it was the least adjusted comparable.

Conditions of Appraisal

This appraisal is made contingent on the owner being able to subdivide the subject site in such a way that an additional buildable site is formed. The owner suggested to us that the subject may have additional value due to his ownership of two improved sites immediately north of the subject. It was his opinion that the three (potentially four) adjoining properties formed a "compound" that was unique for the area. We were not able to either confirm or refute his opinion through our research. The owner reported to us that a well was present that was not noted at the time of the inspection. This appraisal assumes the accuracy of his report.

5-Year Sales History

Parcel No. 310

Imperial Street Widening Project No. 4060

Grantor	Grantee	Price	Date	Arms Length Y/N
				19

NOTE:

NO SALES IN PAST FIVE YEARS



City of Bonita Springs

9220 Bonita Beach Road

SUITE 111

BONITA SPRINGS, FL 34135

Tel: (941) 390-1000 Fax: (941) 390-1004

Paul D. Pass Mayor

Wayne P. Edsall

Councilman District One

Jay Arend

Councilman

District Two

R. Robert Wagner

Councilman District Three

John C. Warfield

Councilman District Four

David T. Piper, Jr.

Councilman District Five

D. I Malaas

Ben L. Nelson, Jr.

Councilman District Six

Gary A. Price City Manager

Audrey E. Vance

City Attorney

May 8, 2002

Mr. Michael J. O'Hare Property Acquisition Agent

Lee County Department of Public Works

P.O. Box 398

Fort Myers, Florida 33902-0398

RE: Parcel 310, 27841 Imperial Street

Owner-Jason and Jonathan Calianos, Trustees

Dear Mr. O'Hare:

I have reviewed the information you provided for this parcel and agree that the negotiated price of \$100,360.00 plus \$1,500.00 moving costs and \$833.00 for appraisal fees is reasonable.

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

Respectfully,

Gary A Price City Manager

GAP/kw

cc: Ben Nelson, Councilman District 6

Audrey Vance, City Attorney Dianne J. Lynn, City Clerk

Karen L.W. Forsyth, County Lands Director

Robert G. Clemens, Acquisition Program Manager

Nicole Maxey, PE, DOT Project Manager