

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

**Blue Sheet No. 20020497**

**1. REQUESTED 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; authorize payment of necessary costs to close; authorize the Division of County Lands to handle and 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 ACCOMPLISHES:** The acquisition of property during the voluntary phase of the project, thus avoiding the Board's need to exercise its power of Eminent Domain at a future date.

**2. DEPARTMENTAL CATEGORY:** 06  
**COMMISSION DISTRICT #:** 3 *C6B*

**3. MEETING DATE:**  
*06-11-2002*

**4. AGENDA:**  
 CONSENT  
 ADMINISTRATIVE  
 APPEALS  
 PUBLIC  
 WALK ON  
TIME REQUIRED:

**5. REQUIREMENT/PURPOSE:**  
(Specify)  
 STATUTE 125  
 ORDINANCE  
 ADMIN.  
 OTHER

**6. REQUESTOR OF INFORMATION**  
A. COMMISSIONER  
B. DEPARTMENT *Independent*  
C. DIVISION *County Lands*  
BY: *Karen L. W. Forsyth, Director*

**7. BACKGROUND:** Pursuant to an agreement with the City of Bonita Springs, the Division of County Lands has been requested by the Department of Transportation to acquire right of way for the Imperial Street Widening Project No. 4060. The project consists of a four-lane divided highway with sidewalks from Bonita Beach Road to East Terry Street.

This acquisition consists of the fee interest in improved property, further identified as Strap No. 36-47-25-B3-01200.1780, located at 27841 Imperial Street in Bonita Springs. The owners of Parcel 310, Jonathan C. Calianos and Jason C. Calianos, Trustees, have agreed to sell the subject property for \$100,360.00. The County is to pay \$1,500.00 moving allowance, \$833.00 appraisal, reimbursement and closing costs of approximately \$1,750. Sellers are responsible for real estate broker and attorney fees, if any.

The appraised value of the property is \$94,500.00. The appraisal was performed by Michael J. Christensen of W. Michael Maxwell and Associates, Inc.

County staff is of the opinion that the purchase price increase of \$5,860.00 above the appraised value can be justified based on the real estate market activity in this geographic area. Also, considering the costs associated with condemnation proceedings estimated to be between \$4,000 - \$7,000, excluding land value, staff recommends the Board approve the Requested Motion.

Funds are available in Account 20406063000.506110  
204060 - Imperial Street  
63000 - City of Bonita Springs Impact Fees  
506110 - Land and Court of Registry Deposits

- ATTACHMENTS:**  
Purchase Agreement  
Affidavit of Interest  
Title Search  
Appraisal  
Sales History  
Approval Letter from City of Bonita Springs

**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
<i>K. Forsyth</i>			<i>DOT DJD 5/23/02 MIZ</i>	<i>John 5-23-02</i>	OA <i>John 5-23-02</i>	OM <i>John 5-23-02</i>	RISK <i>John 5-23-02</i>	GC <i>John 5-23-02</i>	<i>John 5-23-02</i>

**10. COMMISSION ACTION:**  
 APPROVED  
 DENIED  
 DEFERRED  
 OTHER

Rec. by CoAtty  
Date: *5/23/02*  
Time: *1142*

RECEIVED BY  
COUNTY ADMIN. *PMC*  
*5/23/02*  
*2:30 pm EW*

Forwarded To:  
*ADMIN*  
*5-23-02 1:00*

This document prepared by

Lee County  
County Lands Division  
Project: Imperial Street Widening  
Project, No. 4060  
Parcel: 310  
STRAP No.: 36-47-25-B3-01200.1780

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 25<sup>th</sup> day of March, 2002 by and between 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, hereinafter referred to as SELLER, whose address is 55 Beal Street, Hingham, Massachusetts 02043, 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 .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~~ <sup>one-hundred</sup> ~~and~~ <sup>eighty three</sup> ~~No/100 (\$96,300.00)~~ <sup>Sixty</sup> ~~and~~ <sup>and</sup> No/100 (\$100,360), payable at closing by County Warrant.

JCC  
JCC

~~100,300~~  
\* 100,360  
JCC  
JCC

JCC  
JCC  
JCC  
JCC

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. 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 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 OF REAL ESTATE

Page 6 of 6

WITNESSES:

SELLER: FETA TRUST

3/25/02

Jason C. Calianos, (DATE)  
as Trustee

Jonathan C. Calianos, (DATE)  
as Trustee

Theodore A. Calianos, (DATE)  
as Trustee

JCC  
JCC

Leslie H. Williams  
Kristen C. Batty

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 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, Buyer Agrees to Pay Seller \$833 for Appraisal Costs*

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 fans, Non-Central Air Conditioning Units, all Appliances*

**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 central sewer. In the event Bonita Springs Utilities insists on connecting subject property to central sewer, BUYER agrees to pay principal portion of the connection fee or assessment in addition to the Purchase Price.

WITNESSES:

\_\_\_\_\_  
*Leah A. Wetmore*  
*Kristen C. Batty*  
\_\_\_\_\_  
\_\_\_\_\_

SELLER:

*[Signature]* \_\_\_\_\_ *3/25/02*  
Jason C. Calianos, as Trustee (DATE)

*[Signature]* \_\_\_\_\_ *3/25/02*  
Jonathan C. Calianos, as Trustee (DATE)

*DECEASED*  
\_\_\_\_\_  
Theodore A. Calianos, as Trustee (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"**  
**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

(INSTRUCTIONS ON REVERSE SIDE)



The Commonwealth of Massachusetts

STANDARD CERTIFICATE OF DEATH  
REGISTRY OF VITAL RECORDS AND STATISTICS

354

STATE USE ONLY

1c Hosp

1d Type

1e Race

10 Age

15 Resid

15a Chk-State

20 Disp

31-32 Autop

34 Manner

35e Work Inj

39f Place

39-37 Cert

40a Pron

DECEDENT - NAME		FIRST	MIDDLE	LAST	SEX	DATE OF DEATH (Mo., Day, Yr.)
1 THEODORE		A.		CALIANOS	MALE	JUNE 15, 2001
PLACE OF DEATH (City/Town):		COUNTY OF DEATH		HOSPITAL OR OTHER INSTITUTION - Name, No. or other gov. ident. no. (if any)		
PLYMOUTH		PLYMOUTH		113 SEAVIEW DRIVE		
PLACE OF DEATH (Check only one):		OTHER		SOCIAL SECURITY NUMBER		IF US WAR VET (If War Specify War)
<input type="checkbox"/> Hospital <input type="checkbox"/> Outpatient <input type="checkbox"/> DOA		<input type="checkbox"/> Nursing Home <input checked="" type="checkbox"/> Residence <input type="checkbox"/> Other (Specify)		027-14-8681		
WAS DECEDENT OF HISPANIC ORIGIN? (If yes, Specify Puerto Rican, Dominican, Cuban, etc.)		FACE (e.g. White, Black, American Indian, etc.) (Specify)		DECEDENT'S EDUCATION (Highest Grade Completed) Elementary Sec. (0-12) College (1-4, 5+)		
<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES		WHITE		12 4		
AGE - Last Birthday (Yrs.)		UNDER 1 YEAR	UNDER 1 DAY	DATE OF BIRTH (Mo., Day, Yr.)	BIRTHPLACE (City and State or Foreign Country)	
77		MOS.	DAYS	MAY 29, 1924	HAVERHILL, MA	
MARRIED, NEVER MARRIED, WIDOWED OR DIVORCED		LAST SPOUSE (If wife, give maiden name)		USUAL OCCUPATION (Prior - If Retired)	KIND OF BUSINESS OR INDUSTRY	
WIDOWED		SUSAN G. ELIOPOULOS		BROKER INSURANCE	INS. CO	
RESIDENCE - NO. & ST., CITY/TOWN, COUNTY, STATE/COUNTRY		MAILING ADDRESS - NO. & ST., CITY/TOWN, STATE, ZIP CODE		ZIP CODE		
113 SEAVIEW DRIVE, PLYMOUTH, PLYMOUTH, MASSACHUSETTS		116 SOUTH ST. UPTON, MA. 01568		02360		
FATHER - FULL NAME		STATE OF BIRTH (If not in US, name country)	MOTHER - NAME ( Maiden)	STATE OF BIRTH (If not in US, name country)		
ATHOS CALIANOS		GREECE	CLIO NIKOLAIDS	GREECE		
INFORMANT'S NAME		MAILING ADDRESS - NO. & ST., CITY/TOWN, STATE, ZIP CODE		RELATIONSHIP		
20 JONATHAN C. CALIANOS		116 SOUTH ST. UPTON, MA. 01568		SON		
METHOD OF IMMEDIATE DISPOSITION		FUNERAL SERVICE LICENSEE OR OTHER DESIGNEE		LICENSE NO.		
<input checked="" type="checkbox"/> BURIAL <input type="checkbox"/> CREMATION <input type="checkbox"/> ENTOMBMENT <input type="checkbox"/> REMOVAL FROM STATE <input type="checkbox"/> DONATION <input type="checkbox"/> OTHER SPEC.		PHILIP G. HADDAD, JR.		5300		
PLACE OF DISPOSITION (Name of Cemetery, Crematory or other)		LOCATION (City/Town, State)				
HOPE CEMETERY		WORCESTER, MA				
DATE OF DISPOSITION (Mo., Day, Yr.)		NAME AND ADDRESS OF FACILITY OR OTHER DESIGNEE				
JUNE 20, 2001		NORDGREN CARRIGAN MANGSEN CHAPEL, 300 LINCOLN ST. WORCESTER, MA				
PART I - Enter the diseases, injuries, or complications that caused the death. Do not use only the mode of dying, such as cardiac or respiratory arrest, shock or heart failure. List only one cause on each line (a through d) PRINT OR TYPE LEGIBLY.		APPROVED BY (If not a Physician or Medical Examiner)		REMARKS (If any)		
IMMEDIATE CAUSE (Final disease or condition resulting in death)		DUE TO (OR AS A CONSEQUENCE OF)		Years		
Coronary Heart Disease						
Sequel(s) list conditions, if any, leading to immediate cause. Enter UNDERLYING CAUSE (disease or injury that initiated events resulting in death) LAST		DUE TO (OR AS A CONSEQUENCE OF)				
PART II - Other significant conditions contributing to death but not resulting in underlying cause given in Part I.		WAS AUTOPSY PERFORMED? (Yes or No)		WERE AUTOPSY FINDINGS AVAILABLE PRIOR TO COMPLETION OF CAUSE OF DEATH? (Yes or No)		
		no				
MED. EXAM. NOTIFIED? (Yes or No)		DATE OF INJURY (Mo., Day, Yr.)		TIME OF INJURY		INJURY AT WORK (Yes or No)
yes						
DESCRIBE HOW INJURY OCCURRED		PLACE OF INJURY (at home, farm, street, factory, office bldg., etc.) Specify		LOCATION (No. & St., City/Town, State)		
36a To the best of my knowledge, death occurred at the time, date, and place and due to the cause(s) stated. (Signature and Title)		37a On the basis of examination and/or investigation in my opinion death occurred at the time, date, and place and due to the cause(s) stated. (Signature and Title)				
DATE SIGNED (Mo., Day, Yr.)		HOUR OF DEATH				
36b NAME OF ATTENDING PHYSICIAN IF NOT CERTIFIER		36c		37b DATE SIGNED (Mo., Day, Yr.)		37c HOUR OF DEATH
				JUNE 17, 2001		unknown
NAME AND ADDRESS OF CERTIFYING PHYSICIAN OR MEDICAL EXAMINER (Type or Print)		37d DATE SIGNED (Mo., Day, Yr.)		37e TIME OF DEATH (Mo., Day, Yr.)		
John B. Howard M.D. 194 main St. Wareham, Ma 02571		JUNE 15, 2001		5:00 p.m.		
38 WAS THERE A PRONOUNCEMENT FORM? (Yes or No)		39 IF YES, DATE PRONOUNCED		40 NAME OF PRONOUNCER		39a LICENSE NO. OF PRONOUNCER
no						30075
DATE BURIAL PERMIT ISSUED		RECEIVED IN THE CITY/TOWN OF		DATE OF RECORD		
JUNE 18, 2001		PLYMOUTH		JUN 18 2001		
SIGNATURE OF HEALTH AGENT		CLERK'S SIGNATURE				
[Signature]		Laurence R. Pizer				

Pronouncement of Death Form (R-302) on File:

PERMANENT BLACK INK ONLY

3-01-00

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  
Laurence R. Pizer  
Town Clerk

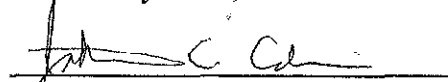
**TRUSTEE CERTIFICATE**


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 Agreement 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 <sup>th</sup> 10 day of May, 2002,

Feta Realty Trust,

  
Jonathan C. Calianos, Trustee

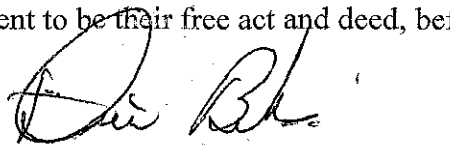
  
Jason C. Calianos, Trustee

*COMMONWEALTH OF MASSACHUSETTS*

Suffolk, ss.

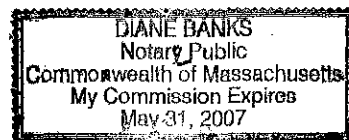
May 10<sup>th</sup>, 2002

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



Parcel: 310  
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 \_\_\_\_  
\_\_\_\_, 20\_\_ for the sole purpose of compliance with Section 286.23 of the Florida Statutes.

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

The Name 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
2. Jason C. Calianos
3. \_\_\_\_\_
4. \_\_\_\_\_
5. \_\_\_\_\_
6. \_\_\_\_\_

The real property to be conveyed to Lee County is known as: see Exhibit "A" attached,  
a/k/a Strap #36-47-25-B3-01200.1780

FURTHER AFFIANT SAYETH NAUGHT.

Signed, sealed and delivered  
in our presences

[Signature]  
Witness Signature

Diane Banks  
Printed Name

[Signature]  
Witness Signature

Madelyn Albrecht  
Printed Name

[Signature]  
Signature of Affiant

Jonathan C. Calianos  
Printed Name

[Signature]  
Signature of Affiant

Jason C. Calianos  
Printed Name

Affidavit of Interest in Real Property

Parcel: 310

STRAP: 36-47-25-B3-01200.1780

Project: Imperial Street Widening, Project No. 4060

STATE OF MASS

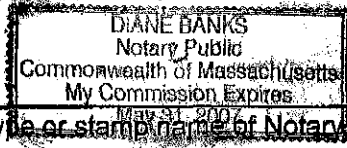
COUNTY OF Suffolk

SWORN TO AND SUBSCRIBED before me this 10<sup>th</sup> day of May, 2002 by Jonathan C. Calianos & Jason C. Calianos  
(name of person acknowledged)

*[Handwritten Signature]*

(Notary Signature)

(SEAL)



(Print, type or stamp name of Notary)

Personally known \_\_\_\_\_  
OR Produced Identification   
Type of Identification MASS LIC.

**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  
Property Acquisition Agent

From: Shelia A. Bedwell, CLS   
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)
4. 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  
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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.

5-12-07

UNIFORM RESIDENTIAL APPRAISAL REPORT

File No. 02-001d

Property Description, SUBJECT, NEIGHBORHOOD, PUD, SITE, DESCRIPTION OF IMPROVEMENTS, COMMENTS. Includes fields for Property Address, Legal Description, Assessor's Parcel No., Borrower, Current Owner, Appraiser, Location, Zoning, Dimensions, and various improvement details.

ESTIMATED SITE VALUE	Date	= \$	34,000
ESTIMATED REPRODUCTION COST NEW OF IMPROVEMENTS:			
Dwelling 1,244 Sq. Ft. @ \$ 55.00		= \$	68,420
Sq. Ft. @ \$		=	
Patio slab		=	250
Garage/Carport Sq. Ft. @ \$		=	
Total Estimated Cost New		= \$	68,670
Less Physical Functional External			
Depreciation 29,432		= \$	29,432
Depreciated Value of Improvements		= \$	39,238
"As-is" Value of Site Improvements		= \$	12,000
INDICATED VALUE BY COST APPROACH		= \$	85,200

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): See attached addenda.

**RECEIVED**  
MAY 02 2002  
COUNTY LANDS

ITEM	SUBJECT	COMPARABLE NO. 1	COMPARABLE NO. 2	COMPARABLE NO. 3
27841 Imperial Street Address Bonita Springs		11556 Pawley Avenue Bonita Springs	11140 East Tangelo Terrace Bonita Springs	10690 Crockett Street Bonita Springs
Proximity to Subject		.1 mile SE	.45 mile NW	.8 mile NW
Sales Price	\$ N/A	\$ 98,000	\$ 125,000	\$ 94,500
Price/Gross Living Area	\$ N/A	\$ 84.19	\$ 80.33	\$ 75.60
Data and/or Verification Source	Inspection	ClsdNotRcrd, MLS, Property Appraiser	OR 3424-299, MLS, Property Appraiser	OR 3415-4773, MLS, Property Appraiser
VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-)\$ Adjust.	DESCRIPTION
Sales or Financing Concessions		Conv.		FHA, Seller Pd.
				\$3,500 CC
				\$4,600 CC
Date of Sale/Time		12/01, 93 DOM	5/01, 72 DOM	5/01, 177 DOM
Location	Bonita Springs	Bonita Springs	Bonita Springs	Bonita Springs
Leasehold/Fee Simple	Fee	Fee	Fee	Fee
Site	107x120(addst)	75 x 132	80 x 135(SupLc)	75 x 100
View	Typical	Typical	Typical	Typical
Design and Appeal	Rambler	Rambler	Rambler	Rambler
Quality of Construction	Average	Average/TileFlr	Average	Average
Age	43 Yrs/Eff. 30	15 Yrs/Eff. 15	13 Yrs/Eff. 12	41 Yrs/Eff. 25
Condition	Abv. Average	Average	Abv. Average	Abv. Average
Above Grade	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths	Total Bdrms: Baths
Room Count	7 : 2 : 2	5 : 3 : 2	5 : 3 : 2	6 : 4 : 2
Gross Living Area	1,244 Sq. Ft.	1,164 Sq. Ft.	1,556 Sq. Ft.	1,250 Sq. Ft.
Basement & Finished Rooms Below Grade	Upgrades Septic	Upgrades Sewer Assssmnt	Superior Sewer Assssmnt	Upgrades Sewer Assssmnt
Functional Utility	Average	Average	Average	Average
Heating/Cooling	Wall Units	Central	Central	Central
Energy Efficient Items	Typical	Typical	Typical	Typical
Garage/Carport	Open	Open	2-C Garage	Open
Porch, Patio, Deck, Fireplace(s), etc.	No Porch Appliances	Scr. Porch Appliances	Lrg. Scr. Porch Appliances	No Porch Appliances
Fence, Pool, etc.	No Pool	No Pool	No Pool	No Pool
Site Improvements	Average	Sl. Inferior	SupLndscp+Sprk	Sl. Inferior
Net Adj. (total)		+1,000	-2,000	+1,000
Adjusted Sales Price of Comparable		\$ 93,800	\$ 92,600	\$ 96,000

Comments on Sales Comparison (including the subject property's compatibility to the neighborhood, etc.): See attached addenda.

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 within 1 year per LCPA	No previous sale within 1 year per the Lee County Property Appraiser	No previous sale within 1 year per the Lee County Property Appraiser	No previous sale within 1 year per the Lee County Property Appraiser

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: Neither the subject nor any of the three comparable improvements has sold previously during the past year.

INDICATED VALUE BY SALES COMPARISON APPROACH \$ 94,500

INDICATED VALUE BY INCOME APPROACH (if Applicable) Estimated Market Rent \$ N/A /Mo. x Gross Rent Multiplier N/A = \$ 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: See attached addenda.

Final Reconciliation: It was not possible to perform an Income Approach due to a lack of rental data. The Sales Comparison Approach receives more emphasis than the Cost Approach since it directly measures attitudes of buyers and sellers in the marketplace.

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 N/A).

(WE) ESTIMATE THE MARKET VALUE, AS DEFINED, OF THE REAL PROPERTY THAT IS THE SUBJECT OF THIS REPORT, AS OF January 28, 2002

(WHICH IS THE DATE OF INSPECTION AND THE EFFECTIVE DATE OF THIS REPORT) TO BE \$ 94,500

APPRaiser: State-Certified Residential Appraiser 0001526  
Signature: Michael J. Christensen  
Name: Michael J. Christensen  
Date Report Signed: January 28, 2002  
State Certification #: 0001526  
State FL: State  
Or State License #: State

SUPERVISORY APPRAISER (ONLY IF REQUIRED): St. Cert. Gen. REA 0000055  
Signature: W. Michael Maxwell  
Name: W. Michael Maxwell, SRA/MAI  
Date Report Signed: January 28, 2002  
State Certification #: 0000055  
State FL: State  
Or State License #: State

Borrower/Client	Jonathon Calianos		
Property Address	27841 Imperial Street		
City	Bonita Springs	County	Lee
		State	FL
		Zip 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

**NOTE:**

**NO SALES IN PAST FIVE YEARS**



MAY 09 2002  
COUNTY LANDS

*City of  
Bonita Springs*

May 8, 2002

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

**Ben L. Nelson, Jr.**  
Councilman  
District Six

**Gary A. Price**  
City Manager

**Audrey E. Vance**  
City Attorney

**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