

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

Blue Sheet No. 20020855

1. REQUESTED MOTION:

Authorize the Division of County Lands to make a binding offer to property owner in the amount of \$24,200.00 for Parcel 207, Pondella Road Widening, from east of McNeill Road to Del Pine Drive, Project No. 4656, pursuant to the terms and conditions set forth in the Purchase Agreement; authorize Chairman on behalf of the BoCC to execute Purchase Agreement if offer is accepted by Seller; authorize the Division of County Lands to handle and accept all documentation necessary to complete this transaction and payment of all recording fees.

WHY ACTION IS NECESSARY: The Board must formally authorize the making of a binding offer to a property owner pursuant to F.S. §73.015 prior to initiation of condemnation proceedings.

WHAT ACTION ACCOMPLISHES: Makes binding offer to property owner as required by F.S. §73.015, as amended.

2. DEPARTMENTAL CATEGORY: 06

3. MEETING DATE:

COMMISSION DISTRICT #: 4 *C6K*

8-6-02

4. AGENDA:

- CONSENT
- ADMINISTRATIVE
- APPEALS
- PUBLIC
- WALK ON

5. REQUIREMENT/PURPOSE:

- (Specify)
- STATUTE 73.125
 - ORDINANCE
 - ADMIN.
 - OTHER Resolution of Necessity
Blue Sheet No. 20020239

6. REQUESTOR OF INFORMATION

- A. COMMISSIONER
- B. DEPARTMENT *Independent Division*
- C. DIVISION *County Lands PC 7-17-02*
- BY: *Karen L.W. Forsyth, Director* *Kelly*

TIME REQUIRED:

7. BACKGROUND:

The Division of County Lands has been requested by the Department of Transportation to acquire property that is necessary for the Pondella Road Widening, from east of McNeill Road to Del Pine Drive, Project No. 4656.

This acquisition consists of a vacant property, further identified as Lot 12, Block 1554, Cape Coral, Unit 17, (Strap Number 09-44-24-C1-01554.B120).

F.S. §73.015, as amended, requires the County to submit a binding offer to the property owner prior to the initiation of condemnation proceedings. The County obtained an appraisal dated June 28, 2002, performed by Stephen A. Cunningham MAI, SRA, indicating a value of \$19,300.00. The binding offer to the property owners, Harvey A. Fedrowitz and Mary A. Fedrowitz, is for \$24,200.00. Should the property owner agree to accept this offer, condemnation proceedings will not be required. If the property owners elect not to accept this offer, then condemnation proceedings may be commenced.

Staff is of the opinion that the purchase price increase of \$4,900.00 above the appraised value can be justified considering the costs associated with condemnation proceedings estimated to be between \$3,000 - \$5,000, excluding land value increases and attorney fees.

Staff recommends the Board approve the Requested Motion.

Funds are available in Account No. 20465618805.506110
 20 - Capital Projects
 4656 - Pondella Road Widening
 18805 - Impact Fees
 50.6110 - Land

ATTACHMENTS:
 Purchase and Sale Agreement
 Title Search
 Appraisal Letter
 Sales History

8. MANAGEMENT RECOMMENDATIONS:

9. RECOMMENDED APPROVAL:

A Department Director	B Purchasing or Contracts	C Human Resources	D Other DOT	E County Attorney	F Budget Services <i>Approved 7/25</i>				G County Manager
					OA	OM	RISK	GC	
<i>K. Forsyth</i>	<i>N/A</i>	<i>N/A</i>	<i>DAO</i>	<i>7/25/02</i>	<i>7/25/02</i>	<i>7/25/02</i>	<i>7/25/02</i>	<i>7/25/02</i>	<i>[Signature]</i>

10. COMMISSION ACTION:

- APPROVED
- DENIED
- DEFERRED
- OTHER

REC'D.
 by CO. ATTY.
 7/24/02
 40626
 CO. ATTY.
 FORWARDED TO:
 7-25-02 9:30

RECEIVED BY
 COUNTY ADMIN. EW
 7/25 10:30
 COUNTY ADMIN.
 FORWARDED TO: BL
 7/25 4:10

This document prepared by
Division of County Lands
Project: Pondella Road Widening, Phase III, No. 4656
Parcel: 207
STRAP No.: 09-44-24-C1-01554.B120

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

THIS AGREEMENT for purchase and sale of real property is made this ___ day of _____, 2002, by and between Harvey A. Fedrowitz and Mary A. Fedrowitz, as Trustees under the Harvey A. Fedrowitz and Mary A. Fedrowitz, Trust dated April 17, 1991, hereinafter referred to as SELLER, whose address is 6214 Elm Street, #57, Union, IL 60108, 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 9,666 square feet, more or less, and located at 752 NE 25th Avenue, Cape Coral, FL 33909, and more particularly described in "Exhibit A" attached hereto and made a part hereof, hereinafter called "the Property." This property is being acquired for the Pondella Road Widening, Phase III, No. 4656 hereinafter called "the Project", with the SELLER'S understanding that the property, if not voluntarily sold, would have been condemned by BUYER through the exercise of its eminent domain powers.

2. **PURCHASE PRICE AND TIME OF PAYMENT:** The total purchase price("Purchase Price") will be Twenty-four Thousand Two Hundred and 00/100 (\$24,200.00), payable at closing by County warrant. The Purchase Price is mutually agreeable to both the SELLER and BUYER and represents the voluntary sale and purchase of the property in lieu of BUYER's condemnation.

3. **EVIDENCE OF TITLE:** BUYER will obtain at BUYER'S expense an American Land Title Association Form B Title Commitment and provide title insurance Owner's Policy in the amount of \$24,200.00, from a title company acceptable to BUYER. The commitment will be accompanied by one copy of all documents that constitute exceptions to the title commitment. The commitment will also show title to be good and marketable with legal access, subject only to real estate taxes for the current year, zoning and use restrictions imposed by governmental authority, and restrictions and easements common to the area.

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

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

- (a) A statutory warranty deed, and an affidavit regarding liens, possession, and withholding under FIRPTA in a form sufficient to allow "gap" coverage by title insurance;
- (b) utility services up to, but not including the date of closing;
- (c) taxes or assessments for which a bill has been rendered on or before the date of closing;
- (d) payment of partial release of mortgage fees, if any;
- (e) payment of delinquent City of Cape Coral assessments, if any;
- (f) SELLER'S attorney fees, if any.

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

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

7. **TAXES:** SELLER will be charged for Real Estate taxes and personal property taxes (if applicable) up to, but not including the date of closing.

This voluntary sale and purchase is considered by Florida law to be exempt from the payment of Documentary Stamp Taxes because this transaction was made under the threat of an eminent domain proceeding by the BUYER.

8. **DEFECTS IN TITLE AND LEGAL ACCESS:** Prior to closing, BUYER will have a reasonable time to examine the title and documents establishing legal access to the property. If title or legal access is found to be defective, BUYER will notify SELLER in writing of the defects and SELLER will make a prompt and diligent effort to correct such defects. If SELLER fails to make corrections within 60 days after notice, BUYER may elect to accept the Property in its existing condition with an appropriate reduction to the purchase price, or may terminate this Agreement without obligation.

9. **SURVEY:** BUYER may order the Property surveyed at BUYER's expense. SELLER agrees to provide access to the Property for such survey to be performed. If the survey shows a discrepancy in the size or dimensions of the Property, or shows encroachments onto the Property or that improvements located on the Property encroach onto adjacent lands, or if the survey identifies violations of recorded covenants and/or covenants of this Agreement, upon notice to the SELLER, the BUYER may elect to treat such discrepancies, violations and/or encroachments as a title defect.

10. **ENVIRONMENTAL AUDIT:** BUYER may perform or have performed, at BUYER's expense, an environmental audit of the Property. If the audit identifies environmental problems unacceptable to the BUYER, BUYER may elect to accept the Property in its existing condition with an appropriate abatement to the purchase price or BUYER may terminate this Agreement without obligation.

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

WITNESSES:

SELLER:

Harvey A. Fedowitz, Trustee (DATE)

WITNESSES:

SELLER:

Mary A. Fedowitz, Trustee (DATE)

CHARLIE GREEN, CLERK

BUYER:

LEE COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

BY: _____
DEPUTY CLERK (DATE)

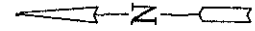
BY: _____
CHAIRMAN OR VICE CHAIRMAN

APPROVED AS TO LEGAL FORM
AND SUFFICIENCY

COUNTY ATTORNEY (DATE)

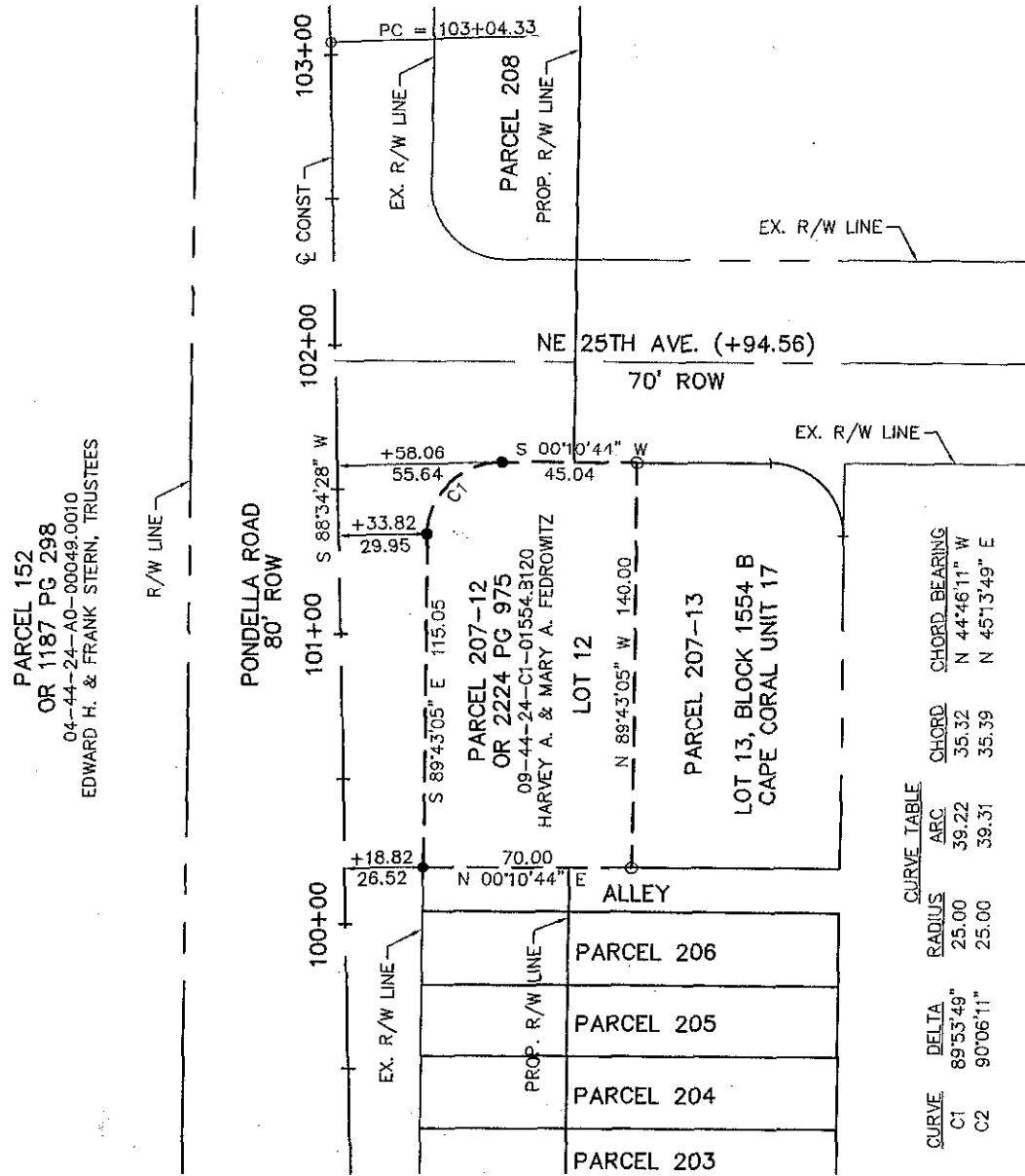
SECTION 9, TOWNSHIP 44 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA

PARCEL NO. 207-12
 PROPERTY OWNER: HARVEY A. & MARY A. FEDROWITZ
 REFERENCE: O.R. 2224, PG 975
 STRAP NO.: 09-44-24-C1-01554.B120
 AREA OF TAKE: 9666 SQ. FT.
 AREA OF REMAINDER: 0.00 AC



SCALE: 1" = 50'

- - SET 5/8" IRON ROD & CAP STAMPED "LB 3884"
- - FOUND 5/8" IRON ROD STAMPED AS SHOWN



CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	89°53'49"	25.00	39.22
C2	90°06'11"	25.00	39.31
		CHORD	CHORD BEARING
		35.32	N 44°46'11" W
		35.39	N 45°13'49" E

R/W = RIGHT-OF-WAY

RIGHT-OF-WAY SURVEY SHEET 1 OF 2

AGNOLI BARBER & BRUNDAGE, INC.
 Professional engineers, planners, & land surveyors
 Collier County: Suite 200, 7400 Tamiami Trail, North Naples, FL 34108 (941)567-3111
 Lee County: Suite 101, 1625 Hendry Street, Fort Myers, FL 33901 (941)337-3111
 Certificate of Authorization Nos. LB 3694 and EB 3694 Fax: (941)300-8203

DESCRIPTION: PARCEL 207-12 RIGHT-OF-WAY TAKE	
CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
REVISION:	
SCALE: 1" = 50'	DATE: JAN. 30, 2002
DRAWN BY: JAN	PROJECT NO.: 7904-3
ACAD NO: 8187-5A	FILE NO: 8187

(COUNTY PROJECT NUMBER 4656)

DESCRIPTION OF RIGHT-OF-WAY PARCEL


ALL THAT PART OF THOSE LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 2224, PAGE 975, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, LYING IN SECTION 9, TOWNSHIP 44 SOUTH, RANGE 24 EAST, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

LOT 12, BLOCK 1554 B, CAPE CORAL UNIT 17, PLAT BOOK 14, PAGES 23 THROUGH 38.

CONTAINING 9,666 SQUARE FEET OF LAND MORE OR LESS; SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

SURVEY DATE: JANUARY 17, 2002

AGNOLI, BARBER & BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS & SURVEYORS AND MAPPERS

BY  _____
GUY P. ADAMS, P.S.M. NO. 4390


THIS BOUNDARY SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER. ADDITIONS OR DELETIONS TO SURVEY MAPS OR REPORTS BY OTHER THAN THE SIGNING PARTIES WITHOUT THE WRITTEN CONSENT OF THE SIGNING PARTY OR PARTIES IS PROHIBITED BY CHAPTER 61G17-6 (2)(E) FLORIDA ADMINISTRATIVE CODE.

ABSTRACT NOT REVIEWED

NOTES:

1. THIS RIGHT-OF-WAY SURVEY WAS BASED ON THE RIGHT-OF-WAY MAPS PREPARED BY INK ENGINEERING, INC.
2. AREAS WERE BASED ON INFORMATION FROM THE LEE COUNTY PROPERTY APPRAISER'S OFFICE.
3. IMPROVEMENTS WERE NOT LOCATED UNDER THE SCOPE OF THIS SURVEY.

RIGHT-OF-WAY SURVEY SHEET 2 OF 2

 <p>AGNOLI BARBER & BRUNDAGE, INC. Professional engineers, planners, & land surveyors Collier County: Suite 209, 7400 Tamiami Trail, North Naples, FL 34108 (941)397-3111 Lee County: Suite 101, 1825 Hendry Street, Fort Myers, FL 33901 (941)397-3111 Certificate of Authorization Nos. LB 3904 and EB 3904 Fax: (941)396-2808</p>	DESCRIPTION: PARCEL 207-12 RIGHT-OF-WAY TAKE	
	CLIENT: LEE COUNTY D.O.T. & ENGINEERING	
	REVISION:	SCALE: <u>N.T.S.</u> DATE: <u>JAN. 30, 2002</u>
		DRAWN BY: <u>JAN</u> PROJECT NO.: <u>7904-3</u>
	ACAD NO: <u>8187-5A</u> FILE NO: <u>8187</u>	

209/207

FILE NO: TC-F11555
TITLE SEARCH LETTER

To the following described lands
lying and being in Lee County, Florida:

Lot 12, Block 1554B, Unit 17, CAPE CORAL SUBDIVISION,
according to the map or plat thereof, as recorded in
Plat Book 14, Pages 23 through 38, of the Public
Records of Lee County, Florida.

PREPARED BY
TRI COUNTY TITLE INSURANCE AGENCY, INC.
8660 College Parkway, Suite 200
Fort Myers, Florida 33919
(941) 437-3144
Fax (941) 437-3148

Our "TRI" stands for
TRUST, RELIABILITY AND INTEGRITY

November 6, 2001

TITLE SEARCH LETTER

FILE NUMBER: TC-F11555
YOUR FILE NO:

STRAP NUMBER: 09-44-24-C1-01554.B120

TAX INFORMATION:

2001 taxes are due in the amount of \$286.46, if paid by November 30, 2001.

Tri-County Title Insurance Agency, Inc. does hereby certify that it has searched the Public Records of Lee County, Florida, and that said Public Records appear as follows, to wit:

OWNER(S) OF RECORD:

HARVEY A. FEDROWITZ and MARY A. FEDROWITZ, TRUST dated April 17, 1991

BY Warranty Deed to Trustee, AS RECORDED IN Official Records Book 2224, Page 0975, of the Public Records of Lee County, Florida.

MORTGAGES: NONE

LIENS: NONE

ASSESSMENTS:

Stormwater due the City of Cape Coral, in the amount of \$27.65.

EASEMENTS & RESTRICTIONS:

1. Lee County Mandatory Garbage Collection Assessment Ordinance 86-14 recorded in Official Records Book 2189, Page 3281, and amended in Official Records Book 2189, Page 3334, of the Public Records of Lee County, Florida.
2. Any liens or right of lien by virtue of proposed assessment by the City of Cape Coral for sewer, water and/or seawalls. Liability as to all City of Cape Coral assessments is hereby limited to only that which the City of Cape Coral has filed in the Public Records of Lee County, Florida, which contains the Property Description, Name of Owner and Lien Amount are not yet due or payable.
3. Six foot (6') Easement along each boundary of each homesite for County Drainage purposes and Public Utilities as recited on recorded plat.

EFFECTIVE DATE: October 24, 2001 @ 8:00 am

This report, while believed to be correct, is necessarily based upon information obtained through the Index of Documents maintained by the Clerk of the Circuit Court and therefore is subject to any errors in such index. This company does not offer any opinion with regard to the validity of any of the recorded documents or the marketability of the title to this property. This report is confined and limited to showing the apparent owner of record and any liens or encumbrances shown in the Public Records of the county wherein the subject property is located.

BY: 

Dena E. Weygant/Charles R. Hannaway/Leannette B. Goff
TRI-COUNTY TITLE INSURANCE AGENCY, INC.

July 6, 2002

Mr. Robert G. Clemens, SR, WA
Acquisition Program Manager
Lee County Department of Public Works
Division of County Lands
Post Office Box 398
Fort Myers, Florida 33902-0398

Re: Parcel 207
Pondella Road Widening Project, Phase III
Vacant site located at 752 NE 25th Avenue, Cape
Coral, Florida 33909
Property Owner: Harvey A. Fedrowitz et al
Appraisal No.: 020116

Dear Mr. Clemens:

At your request, we have analyzed the proposed whole acquisition effecting a vacant parcel located at the southwest corner of Pondella Road and NE 25th Avenue in Cape Coral, Florida. This parcel was identified by the parcel sketch and legal description provided to us, prepared by Agnoli, Barber & Brundage, Inc., File No. 8187, dated 01/30/02. According to the parcel sketch and legal description, the acquisition that is to occur will be a whole take for the purpose of widening Pondella Road. It is our understanding that the intended use of this market value estimate is for purchase negotiations between Lee County and the subject property owner for acquisition by Lee County.

The market value estimate reported herein is the result of a Complete Appraisal Process and is reported to you in the format requested by you, a Summary Appraisal Report Format. The Summary Appraisal Report Format 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 appraisers' opinion of value. Supporting documentation concerning the data, reasoning and analyses is retained in the appraiser's file. The depth of discussion contained in this report is specific to the needs of our client and is for the intended use stated herein. The appraisers are not responsible for unauthorized use of this report.

Specifically, the purpose of this appraisal is to estimate the market value of the entire ownership. The property rights involved in this acquisition consist of the fee simple interest or estate. The acquisition is considered to be a whole take. The subject property is a vacant site located at the southwest corner of NE 25th Avenue and Pondella Road, within the city limits of Cape Coral, Florida. The site has about 140' of frontage along Pondella Road and about 70' of depth for a total area of 9,666 square feet as indicated in the previously referenced parcel sketch. The parcel is under the jurisdiction of the City of Cape Coral, is located in the Urban Service Area known as "Transition". Further, the site has a Future Land Use category of Highway Commercial and is zoned C-1(Pedestrian Commercial District).

The effective date of valuation for this parcel is considered to be June 28, 2002. This represents the date of a complete and thorough inspection of the parcel by Stephen A Cunningham, MAI, SRA, State-Certified General Real Estate Appraiser, Certificate Number 0000300. Additionally, grade level photographs were taken on this date.

This appraisal is not based upon a minimum valuation, a specific valuation or the approval of a loan. The appraisal report has been prepared in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, and this report adheres to the Uniform Standards of Professional Appraisal Practice adopted by the Appraisal Standards Board of the Appraisal Foundation. Mr. Stephen A Cunningham, MAI, SRA has complied with the Uniform Standards of Professional Appraisal Practice, Competency Provision. The attached Summary Appraisal Report contains the data, analyses, limiting conditions, and conclusions of value. The subject property is assumed to be free and clear of all liens and encumbrances except typical mortgage financing for properties similar to the subject property, at market rates. Mr. Stephen A Cunningham, MAI, SRA, certifies that, during the completion of this assignment, a thorough inspection of the subject property was undertaken. We certify that we have no past, present, or future interest in the real estate, and, to the best of our knowledge, the facts contained herein are true and correct.

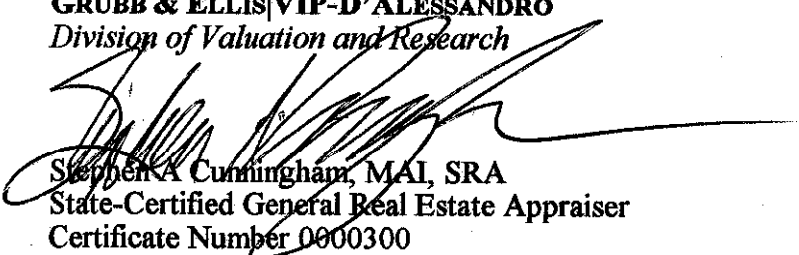
Therefore, based upon the following summarized sections of the report, it is our opinion that the total estimated just compensation due to the property owner, as of June 28, 2002, can be summarized as follows.

Value of the Take Area	\$19,300.00
Value of Improvements within the Take Area	\$0.00
TOTAL COMPENSATION DUE PROPERTY OWNER	\$19,300.00

We appreciate the opportunity to be of service to you in this matter.

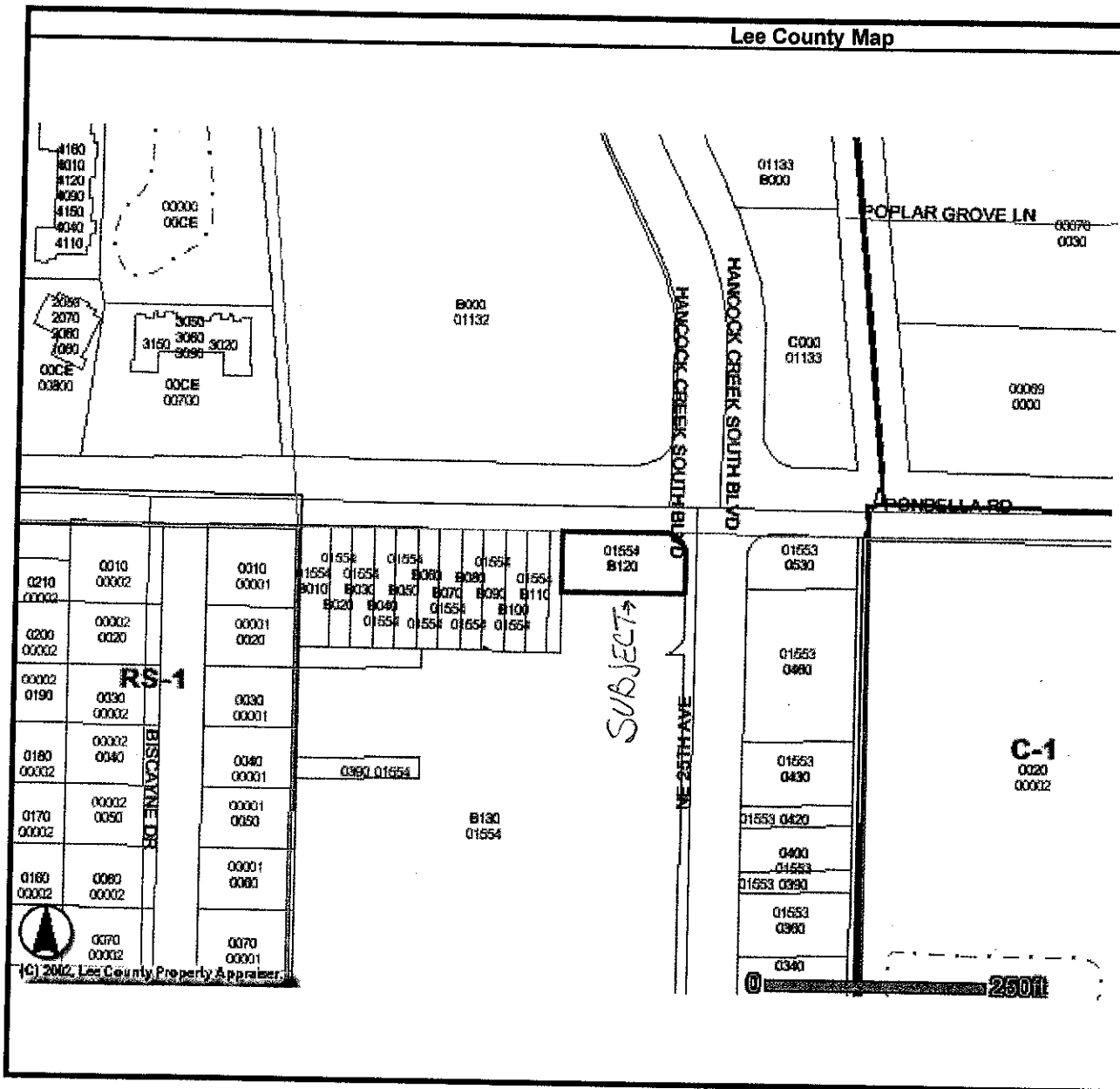
Respectfully submitted,

GRUBB & ELLIS|VIP-D'ALESSANDRO
Division of Valuation and Research


Stephen A Cunningham, MAI, SRA
State-Certified General Real Estate Appraiser
Certificate Number 0000300

EXECUTIVE SUMMARY

OWNER OF RECORD:	Harvey A. Fedrowitz and Mary A. Fedrowitz, as Trustees
LOCATION:	752 NE 25 th Avenue, Cape Coral, Florida 33909
LAND AREA:	9,666(whole Take)
IMPROVEMENTS:	None
ZONING/LAND USE:	C-1(Highway Commercial)
HIGHEST AND BEST USE:	Future Commercial
ESTIMATE OF VALUE-COST APPROACH:	N/A
ESTIMATE OF VALUE-MARKET APPROACH:	\$19,300.00
ESTIMATE OF VALUE-INCOME APPROACH:	N/A
FINAL VALUE ESTIMATE:	\$19,300.00
INTEREST APPRAISED:	Fee Simple
DATE OF VALUATION:	June 28, 2002
APPRAISERS:	Stephen A. Cunningham, MAI, SRA
SPECIAL ASSUMPTIONS:	Radon, Toxic Waste
COMMENTS:	Acquisition is a whole take



April 11, 2002

Mary A. Fedrowitzha, Trust
6214 Elm Street, #57
Union, IL 60180

Re: Widening of Pondella Road in Lee County, Florida

Dear Mary A. Fedrowitzha, Trust:

You may or may not be aware of Lee County's ongoing road improvement program in which the widening of Pondella Road is included. Lee County public records indicate you as the Owner of Record of land fronting on Pondella Road, referred to by Lee County as Parcels 207-12, of which a portion is included in this widening.

We have been engaged by Lee County to perform an appraisal of your parcel and several others fronting along Pondella and plan to inspect and photograph these parcels on April 30, 2002 at approximately 2 p.m. EDT. You are invited to meet with us on this date at which time we will be happy to answer any questions you might have.

You may contact me at the address shown below or call me at: 239 489 3303, Ext. 270, during business hours.

Sincerely yours,

Stephen A. Cunningham, MAI, SRA
Division of Valuation and Research
Grubb & Ellis|VIP D'Allesandro
13131 University Drive
Fort Myers, FL 33907-5716

c.c. Mr. Robert G. Clemens, SR/WA
Acquisition Program Manager
Lee County Department of Public Works
Division of County Lands

May 21, 1991

REAL PROPERTY ANALYSTS, INC.

Mr. Robert Clemens
Review Appraiser
Lee County Real Estate Department
P.O. Box 398
Fort Myers, Florida 33902-0398

Re: Pondella Road Widening
Lee County Project Number: 4656
Parcel Number: 207
RPA File Number: 90-602C

Dear Mr. Clemens:

Per your request, we have estimated the market value of Parcel 207 located in Cape Coral, Lee County, Florida. The purpose of this appraisal assignment is to estimate the market value of the part to be acquired for the widening of Pondella Road pursuant to the above referenced project.

The parent tract for parcel 207 is located at the southwest corner of Pondella Road and NE 25th Avenue in Cape Coral, Lee County, Florida. The parent tract is zoned C-1, Commercial and has a land area of 9,666 square feet. The land is vacant and unimproved. In our opinion, the highest and best use is for commercial usage.

The acquisition will result in a whole taking of 9,666 square feet of land area. The property rights appraised are fee simple title ownership.

As a result of our field investigation and market data analysis described in this report, we are of the opinion that the following is applicable and warranted as of May 21, 1991:

Value of the Whole Property: \$24,200

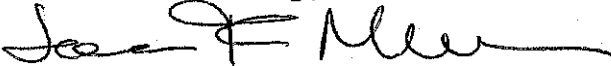
Total Estimated Compensation: \$24,200

Sincerely,

REAL PROPERTY ANALYSTS, INC.


Donald T. Sutte, MAI, SREA, CRE


Howard J. Delahanty, MAI


Joseph F. Miller, Associate Appraiser

DIS/JFM:lch/klg 14

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

Parcel Number: 207

Property Location: Southwest corner of Pondella Road and NE 25th Avenue, Cape Coral, Lee County, Florida

Owner's Name: Harvey A. Fedrowitz, et ux

Owner's Address: Rt. 2 Box 674, Necedah, Wisconsin 54646

Dates of Inspection: December 21, 1990 and May 21, 1991

Strap Number: 07-44-24-A8-01554-B120

Area of the Whole: 9,666 square feet

Area of the Taking: 9,666 square feet

Remainder: 0

Present Use: Vacant commercial land

Highest and Best Use (Land): Commercial

Zoning: C-1, Commercial District
Cape Coral

Improvements: None

Value of the Whole Property: \$24,200

Value of the Part to
be Taken: \$24,200

Total Estimated Compensation: \$24,200

Date of Valuation: May 21, 1991



5-Year Sales History

Parcel No. 207

Pondella Road Widening, Project No. 4656

Grantor	Grantee	Sale Date	Purchase Price	Arms Length Y/N
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NO SALE IN THE LAST FIVE YEARS